

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

Regular Meeting
May 2, 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 April 18, 2016 Regular Meeting.
 - b) Council to set a goal setting meeting for Tuesday, May 31, 2016 at 6:00 p.m., Scottsbluff City Hall.
 - c) Council to approve the Request For Proposals for the CAD and Records Management system.
7. Claims:
 - a) Regular claims
8. Bids & Awards:
 - a) Council to award the police tow service bid to Scottsbluff Towing.
9. Public Hearings:
 - a) Council to conduct a public hearing to consider a rezone request for Tracts 12, and 13, Wildy and Lana Commercial Tracts addressed as 1401 19th Avenue from R-4 Multi Family to C-3 Heavy Commercial and approve the Ordinance.
 - b) Council to conduct a Public Hearing as scheduled for this date at 6:05 p.m. to consider the Resolution and Redevelopment Plan for Owen Oral Surgery, Lot 1, Blk 10, Five Oaks Subdivision, located on the SW corner of 42nd Street and Ave. G.
 - c) Council to conduct a public hearing to consider a Class C Liquor License application for 16th Empire LLC, 1605 Ave. A, Scottsbluff, NE.

- d) Council to make a recommendation to the Liquor License Commission regarding the appointment of Jessie Martinez as Manager of the 16th Empire Class C Liquor License.
 - e) Council to conduct a public hearing to consider an Ordinance Text Amendment of definitions for tattoo, body piercing, permanent color & branding and zoning district provisions amending zoning jurisdictions in which tattoos & body art will be allowed in commercial & manufacturing districts.
10. Petitions, Communications, Public Input:
- a) Council to consider a claim from American Family Insurance on behalf of Randall Baum for property damage.
11. Resolution & Ordinances:
- a) Council to consider an Ordinance correcting the fees for Riverside Campground.
12. Reports from Staff, Boards & Commissions:
- a) Mayor to read and sign the Proclamation for Police Week.
 - b) Council to receive an update on the LB357 informational meetings.
 - c) Council to consider an offer from James Becker to purchase six acres of city owned property located at Immigrant Trail Subdivision.
 - d) Council to approve the agreement with Teresa Gonzales for concession services at Lacy Park.
 - e) Council to consider approval of expenditures for Westmoor Pool heaters and pumps.
 - f) Council to receive a report of activities from the Event Coordinator.
 - g) Council to consider the Memorandum of Understanding with Nebraska Public Power District regarding arrangements for the procurement and development of the solar project and authorize the Mayor to execute the agreement.
 - h) Council to consider the agreement to purchase land owned by Nebraska Public Power District for the development of the solar project and authorize the Mayor to execute the agreement.
 - i) Council to consider the Lease Agreement with Scottsbluff Solar LLC for the community solar project and authorize the Mayor to execute the agreement.
 - j) Council to consider ratifying the FEMA grant application for rescue equipment and authorize the Mayor to sign all necessary documents.
 - k) Council instructions to staff regarding the FY 16-17 Budget Workshop Meeting date.
 - l) Council to consider a contract with Nathan Johnson and authorize the Mayor to execute the contract.
 - m) Council to receive a list of City Manager goals.
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, May 2, 2016

Regular Meeting

Item Consent1

Approve the minutes of the April 18, 2016 Regular Meeting.

Staff Contact: Cindy Dickinson, City Clerk

Regular Meeting
April 18, 2016

The Scottsbluff City Council met in a regular meeting on Monday, April 4, 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 April 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 April 15, 2016. 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. Mayor Meininger welcomed Boy Scout Troop 16 from Gering who led us in the Pledge of Allegiance. 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: Randy Meininger, Raymond Gonzales, Jordan Colwell, Scott Shaver and Mark McCarthy. Absent: None. Mayor Meininger asked if there were any changes to the agenda. There were none.

Mayor Meininger asked if any citizens with business not scheduled on the agenda wished to include an item providing the City Council determines the item requires emergency action. There were none. Moved by Council Shaver, seconded by Council Member McCarthy that,

1. "The minutes of the April 4, 2016 Regular Meeting be approved,"
2. "A public hearing be set for May 2, 2016, 6:05 p.m. to consider a Class C Liquor License application for 16th Empire LLC, 1605 Ave. A, Scottsbluff, NE,"
3. "A Public Hearing be set for May 2, 2016 at 6:05 p.m. to consider the Redevelopment Plan and Tax Increment Financing for Owen Oral Surgery located at Lot 1, Block 10, Five Oaks Subdivision, located on the southwest corner of 42nd Street and Avenue G,"
4. "A Public Hearing be set for May 2, 2016, 6:05 p.m. to consider a rezone request for Tracts 12, and 13, Wildy and Lana Commercial Tracts addressed as 1401 19th Avenue from R-4 Multi Family to C-3 Heavy Commercial,"
5. "A Public Hearing be set for May 2, 2016, 6:05 p.m. to consider an Ordinance Text Amendment Chapter 25, Article 2 & 3, definitions and zoning provisions for tattoos & body art as a permitted use by right in commercial and manufacturing districts,"
6. "Bid specifications be approved for demolition of buildings located at 23 East 18th St and 15 East 18th Street and authorize the city clerk to advertise for bids to be received by May 12, 2016 at 11:00 a.m.," "YEAS", Colwell, Meininger, McCarthy, Shaver and Gonzales, "NAYS" None. Absent: None.

Moved by Council Member McCarthy, 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 April 18, 2016, as on file with the City Clerk and submitted to the City Council," "YEAS", Gonzales, Meininger, McCarthy, Shaver and Colwell "NAYS", None. Absent: None.

CLAIMS

4IMPRINT INC,DEPT SUP,755.47; ACCURACY INC,FIREARMS SUPPL,1464; ACTION COMMUNICATIONS INC.,CIP-PO# 1,5329.82; ALAMAR CORP,UNIFORMS,111.63; ALLO COMMUNICATIONS, LLC,LOCAL TELEPHONE CHARGES,4667.12; ANITA'S GREENSCAPING INC,CONTRACTUAL SVC, 988.89; ASSURITY LIFE INSURANCE CO,LIFE INS,34.36; ATLAS COPCO COMPRESSORS, LLC,EQUIP MAINT,25559.56; AUTOZONE STORES, INC,VEH MAINT,23.12; B & H INVESTMENTS, INC,BLDG MAINT,263.25; BIRUTA D. WALTON,vehicle mtnc,398.75; BLUFFS SANITARY SUPPLY INC.,Jan. sup.,501.47; BRANDT APPRAISAL CO INC,CONTRACTUAL,2000; BSN SPORTS, INC,DEPT SUPP,854.06; CAPITAL BUSINESS SYSTEMS INC.,Cont. svcs.,333.99; CARR- TRUMBULL LUMBER CO, INC.,GROUNDS MAINT,176.68; CELLCO PARTNERSHIP,CELL PHONE,340.27; CEMENTER'S INC,DEPT SUP,467.06; CHRIS BRANNAN,uniforms & clothing,125; CITIBANK N.A.,DEPT SUP,502.66; CITIBANK, N.A.,DEPT SUPP,35.58; CITY OF GERING,disposal fees,44020.57; CITY OF SCB,LEGAL FEES,30; COMPUTER CONNECTION INC,RENT-MACH,49.93; CONSOLIDATED MANAGEMENT COMPANY,SCHOOLS & CONF,176.5; CONTRACTORS MATERIALS INC.,SUPP - SAW BLADES,1865.1; CREDIT BUREAU OF COUNCIL BLUFFS,EMPLOYMENT SCREEN - MARCH 2016,28.5; CRESCENT ELECT. SUPPLY COMP INC,SUPP - BALLAST,29; CYNTHIA GREEN,DEPT SUPP,242.56; DALE'S TIRE & RETREADING, INC.,vehicle mtnc,2774.48; DHCS ASSOCIATES LLC,SCHOOLS & CONF,1010; DUANE E. WOHLERS,disposal fees,450; DUHAMEL BROADCASTING ENTERPRISES,CONTRACTUAL SVC,475; ELLIOTT EQUIPMENT COMPANY INC.,vehicle mtnc,2245.6; ELXSI,CONTRACTUAL SVC,2450; ENFORCEMENT VIDEO, LLC,CIP-PO#1,391; ENVIRONMENTAL RESOURCE ASSOCIATES,CONTRACTUAL SVC,973.06; FEDERAL EXPRESS CORPORATION,POSTAGE,127.84; FLOYD'S TRUCK CENTER, INC,vehicle mtnc,791.85; FORTNA EQUIPMENT COMPANY, INC,DEPT SUP,346.66; GENERAL ELECTRIC CAPITAL CORPORATION,CIP-PO#1/EQUIP MAINT,180.8; GRAND ISLAND MOTEL DEVELOPMENT, INC,conner testing trip room,77.95; H D SUPPLY WATERWORKS LTD,DEPT SUP,7049.55; HAWKINS, INC.,CHEMICALS,2101.75; HEILBRUN'S INC.,VEH MAINT,1616.43; HENWIL CORPORATION,CHEMICALS,5269.5; HODGES, JOSHUA H,CONTRACTUAL,960; HULLINGER GLASS & LOCKS INC.,BLDG MAINT,309; HYDRONIC WATER MANAGEMENT,Equip. mntc.,425; ICMA RETIREMENT TRUST-457,DEF COMP,1305.14; ICMA ROTH IRA,ROTH IRA,530; IDEAL LAUNDRY AND CLEANERS, INC.,BLDG MAIN,1244.18; IDEXX LABORATORIES, INC,DEPT SUP,142.89; INDEPENDENT PLUMBING AND HEATING, INC,BLDG MAINT,90.44; INGRAM LIBRARY SERVICES INC,Bks,9886.63; INTERNAL REVENUE SERVICE,WITHHOLDINGS,59687.71; INTERNATIONAL PUBLIC MANAGEMENT ASSOCIATION-HR,POLICE OFFICER TESTING SUPPLIES,430; INTRALINKS, INC,SERVICE CONTRACT,5724; INVENTIVE WIRELESS OF NE, LLC,CONTRACTUAL,54.95; JOHN DEERE FINANCIAL,UNIFORM & CLOTHING,134.98; JOHN DEERE

FINANCIAL,UNIFORMS,165.5; JOHN DEERE FINANCIAL,DEPT SUPP,2.4; JULIUS D
 KONCABA,VEH MAINT,100; KELLY SUPPLY COMPANY,EQUIP MAINT,2041.14; KEMBEL
 SAND & GRAVEL COMPANY,GROUND MAINT,371.67; KRIZ-DAVIS
 COMPANY,ELECTRICAL MAINT,62.1; M.C. SCHAFF & ASSOCIATES,
 INC,ENGINEERING,13395.5; MADISON NATIONAL LIFE,LIFE INS,1806.32; MARKETING
 CONSULTANTS,DEPT SUPPLIES,144; MAS MODERN MARKETING,DEPT SUPPL,161.36;
 MATHESON TRI-GAS INC,RENT - MACHINES,28.1; MED-TECH RESOURCE LLC,PPE
 hats,326.99; MENARDS, INC,DEPT SUPP,752.62; MIDWEST AUTO SUPPLY INC,HR repairs,30;
 MONUMENT PREVENTION COALITION,CONTRACTUAL,1879.88; NATHAN PARRISH,Meal
 refunds to Nathan Parrish,33.04; NBC CAPITAL LLC,SCHOOLS & CONF,199.9; NE CHILD
 SUPPORT PAYMENT CENTER,NE CHILD SUPPORT PYBLE,1399.68; NE DEPT OF
 REVENUE,TAX WITHHOLDING,18087.24; NE.DEPT. OF LABOR
 UNEMPLOYMENT,UNEMPLOYMENT,432; NEBRASKA SAFETY & FIRE EQUIPEMENT
 INC.,EQUIP MAINT,358; NEBRASKA FIRE CHIEFS' ASSOCIATION,NFPA on line code book
 access,475; NEBRASKA INTERACTIVE, LLC,DRIVERS LICENSE REQ. - MARCH 2016,33;
 NEBRASKA MUNICIPAL POWER POOL,MEMBERSHIP,4690.73; NEBRASKA PUBLIC POWER
 DISTRICT,Electric,41152.15; NEBRASKA SOCIETY OF CPA'S,MEMBERSHIP DUES -
 HILYARD,140; NEMNICH AUTOMOTIVE,VEH MAINT,75; NEOPOST,postage,1000;
 NETWORKFLEET, INC,GPS SERVICE,18.95; NORTHWEST PIPE FITTINGS, INC. OF
 SCOTTSBLUFF,DEPT SUP,119.82; OCLC ONLINE COMPUTER LIBRARY CENTER, INC,Cont.
 svcs.,310.39; ONE CALL CONCEPTS, INC,CONTRACTUAL,175.44; P.F. PETTIBONE &
 CO,MINUTE BOOK PAPER,94.75; PANHANDLE COOPERATIVE ASSOCIATION,other
 fuel,12925.49; PANHANDLE ENVIRONMENTAL SERVICES INC,SAMPLES,126; PAUL REED
 CONSTRUCTION & SUPPLY, INC,grounds maint,116.22; PELCO CORP, DON OVERMAN
 AWARD, 54.8; PLATTE VALLEY BANK,HSA,13615.21; POSTMASTER, Postage,651.46;
 POWERPLAN,equip mntnc,2496.02; PRAISE WINDOWS INC,Build. mntc,420; QUILL
 CORPORATION,DEPT SUPPL,1105.7; RAILROAD MANAGEMENT CO III, LLC,RENT -
 LAND,176.86; REGANIS AUTO CENTER, INC,VEH MAINT,280.15; REGIONAL CARE
 INC,CLAIMS,41050.27; REGIONAL WEST MEDICAL CENTER,department supplies,1.4;
 REGISTER OF DEEDS,DEPT SUPP,94; S M E C,EMPLOYEE DED,195.5; SCB COUNTY,DEPT
 CNTRCL SRVCS,191; SCB FIREFIGHTERS UNION LOCAL 1454,FIRE EE DUES,195; SCOTTS
 BLUFF COUNTY COURT,LEGAL,221; SCOTTSBLUFF BODY & PAINT,TOW SERVICE,140;
 SCOTTSBLUFF POLICE OFFICERS ASSOCIATION,POLICE EE DUES,528; SCOTTSBLUFF PUB
 SCHOOLS,LICENSE FEES,6385; SCOTTSBLUFF SCREENPRINTING & EMBROIDERY,
 LLC,UNIFORMS,451.75; SHERIFF'S OFFICE,LEGAL,241.1; SHERWIN WILLIAMS,RED,
 YELLOW, WHITE LATEX PAINT FOR STR. STRIPING,24320; SIMMONS OLSEN LAW FIRM,
 P.C.,CONTRACTUAL SERVICES,14031.29; SIMON CONTRACTORS,CONCRETE FOR STREET
 REPAIR,8410.25; SNELL SERVICES INC.,Equip. mntc.,1830; SUNSET LAW ENFORCEMENT,
 LTD,FIREARMS SUPPL,2137.4; THE CHICAGO LUMBER COMPANY OF OMAHA INC,dept
 supplies,21.99; THOMAS P MILLER & ASSOCIATES, LLC,SERVICES - MARCH 2016,8333.33;
 TRANS IOWA EQUIPMENT LLC,WELDMENTS, CURTAIN PINS, BRACKETS FOR
 SWEEPERS,635.48; TYLER TECHNOLOGIES, INC,UB ONLINE TRANSACTION FEES,2317.5;

UNIQUE MANAGEMENT SERVICES, INC,Cont. svcs.,152.15; US BANK,INTEREST PAYT.- LEASING CORP 2015 REFUNDING BONDS,22561.51; US BANK,Bus. trav.,1240.22; VAN PELT FENCING CO, INC,BLDG MAINT,460.22; WELLS FARGO BANK, N.A.,RETIREMENT,22556.93; WESTERN COOPERATIVE COMPANY,EQUIP MAINT,440.51; WESTERN COOPRTATIVE COMPANY,GROUND MAINT,696.5; WESTERN PLAINS BUSINESS SOLUTIONS,CONTRACTUAL SVC,91.39; WESTERN TRAVEL TERMINAL, LLC,VEH MAINT,143; WIN INVESTMENTS INC,SCHOOLS & CONF,325.47; YELLMAN, ABBIGAIL,TRAVEL EXPENSE - CONFERENCE,110; YOUNG MEN'S CHRISTIAN ASSOCIATION OF SCOTTSBLUFF, NE,YMCA,2035; ZM LUMBER INC,GROUND MAINT,29.98; REFUNDS: MEGAN SCHEER 35.15; LISA ALFORD 82.87.

Council reviewed the March Financial Report. Assistant City Manager Johnson explained that the report includes the six-month actuals. He is working with Finance Director Hilyard and the department heads as they begin planning for next year's budget. The budget workshop will be scheduled for June, and staff plans on getting the revenue committee more involved.

Mayor Meininger opened the public hearing at 6:07 p.m. which was scheduled for this date to consider the Catering License Liquor License application for Sam & Louie's Pizzeria, 1522 Broadway, Scottsbluff, NE. Melissa Schneider was sworn in to testify on the liquor license. She explained that they are applying for a catering license to enable them to do more events, such as weddings and outdoor events. As a security measure, they will have additional staff during events, and will issue wrist bands to those customers over the age of 21. Ms. Schneider did explain that they had a compliance violation in August of 2013, with a clean slate since then. All employees continue to receive the responsible server training. City Attorney Olsen asked how they plan to handle the additional responsibilities of outdoor events. Ms. Schneider said they will discuss the boundaries of the permit with the employees as they want them to be comfortable and aware of the boundaries. Additional training will be required for employees working these events. There were no additional comments from the public.

Mayor Meininger closed the public hearing at 6:10 p.m. Moved by Council Member McCarthy, seconded by Council Member Colwell, "to make a positive recommendation to the Nebraska Liquor License Commission regarding the Catering Liquor License application for Camp Family Enterprises, LLC dba Sam & Louie's Pizzeria Class I License, 1522 Broadway, Scottsbluff, NE," "YEAS", Gonzales, Meininger, McCarthy, Shaver and Colwell "NAYS", None. Absent: None.

Donna Thompson with the West Nebraska Arts Center, presented her request for approval of three special arts-related event wine permits to be held at the Art Center. They have had these special events for many years with no incidents involving serving minors. They have a well trained staff and volunteers who serve the alcohol at their opening receptions. These three permits are the remaining permits allowed for the year for a non-profit. Moved by Council Member McCarthy, seconded by Council Member Colwell, "to approve issuance of a special arts-related event wine permits for the West Nebraska Arts Center, 106 East 18th Street and special designated liquor licenses for three events on May 5, 2016; June 30, 2016; and July 29, 2016," "YEAS", Gonzales, Meininger, McCarthy, Shaver and Colwell "NAYS", None. Absent: None.

Parrish Abel with the Scottsbluff Firefighter's local union, approached the Council and explained the details of the circus they are sponsoring on May 28 and 29, 2016 at 820 Ave. B. The Carson & Barnes Circus Company has provided a certificate of insurance and a contract with the Firefighters Union. The circus company will be responsible for all clean-up of the property, which is owned by Panhandle Coop. Moved by Mayor Meininger, seconded by Council Member Shaver, "to approve the Community Festival permit from the Scottsbluff Firefighter's Local 1454 for a Circus on May 28 and May 29, 2016 at 820 Ave. B, Scottsbluff," "YEAS", Gonzales, Meininger, McCarthy, Shaver and Colwell "NAYS", None. Absent: None.

Terry Rajewich with Nebraska Public Power District (NPPD) presented the annual report to the City Council. NPPD provides energy to 86 of the 93 Nebraska Counties, currently serving 89,000 customers. They have become very diverse – supporting solar projects throughout the state and in 2018 they will be opening their first hydrogen plant. NPPD leases the electric system from the City and operates it as part of their statewide system. There has not been a retail rate increase for three years in Scottsbluff. In addition to providing electricity, NPPD offers economic development support to the communities they serve. They also provide sustainable energy services, including an incentive program which has given \$43,700 in rebates back to Scottsbluff customers. One of their main future challenges is looking at efficiencies of their operation.

Mr. Johnson explained the Tobacco Free In Parks Resolution, which is encouraged by the Panhandle Public Health District, who also provides free signage to be placed in parks as a courtesy reminder. If Council decides they want to enforce this resolution, they would need to adopt an Ordinance. Council Member Shaver commented that this is another area that we can't control unless we pass an Ordinance, and then it would be difficult to enforce. Council Member Colwell added that the Resolution and the signs promote good will and is a good reminder for people using the parks. Moved by Council Member Gonzales, seconded by Council Member McCarthy, "to approve the Tobacco-Free Resolution in Parks, Resolution No. 16-04-02, and placement of Tobacco Free signs in parks," "YEAS", Gonzales, Meininger, McCarthy, and Colwell "NAYS", Shaver. Absent: None.

RESOLUTION NO. 16-04-02

TOBACCO-FREE RESOLUTION

This resolution by the Mayor and Council of the City of Scottsbluff, Nebraska, approves a tobacco free policy for recreational facilities.

WHEREAS, there is no safe level of exposure to second hand smoke, whether indoors or outdoors and tobacco products and secondhand exposure to tobacco smoke are related to adverse health risks; and,

WHEREAS, Parents, coaches and officials serve as role models for youth and should model positive lifestyle choices, including not using tobacco products; and,

WHEREAS, Use of tobacco products in public places can result in litter and debris that is unsightly and may pose a risk of ingestion by toddlers; and,

WHEREAS, restricting use of tobacco products in outdoor facilities is intended to protect and promote the health, safety and welfare of community residents, particularly children and youth.

NOW, THEREFORE, be it resolved by the Council of the Scottsbluff as follows:

1. That all recreational facilities shall be designated as "tobacco-free" and tobacco use shall be prohibited. Included but not limited to parks, play grounds, swimming facilities, walking/biking paths, buildings and all grounds, including exterior open spaces, sidewalks and parking lots;
2. Appropriate signage shall be posted to designate tobacco-free areas;
3. The residents of Scottsbluff shall be notified of this Resolution and the designation of the tobacco-free zones;
4. This policy is intended to be enforced through public information and awareness.

RESOLVED this 18th day of April, 2016

Mayor

Attest: _____
City Clerk

Assistant City Manager presented the revised Pay Resolution which reflects the increase in minimum wage and job title changes. The effect to the budget is approximately \$20,000.00, however, most of this is covered by positions which have been open throughout the year. Moved by Mayor Meininger, seconded by Council Member Gonzales, "to approve Resolution No.16-04-03, amended Pay Resolution," "YEAS", Gonzales, Meininger, McCarthy, and Colwell "NAYS", Shaver. Absent: None.

RESOLUTION NO. 16-04-03

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

1. That the following Pay Plan for officers and employees of the City of Scottsbluff, Nebraska employed in Classified Positions be approved April 18, 2016 and effective May 2, 2016.

**PAY SCHEDULE
HOURLY RATES (Based on 40 hour work week)**

<u>Grade</u>	<u>A</u>	<u>B</u>	<u>C</u>	<u>D</u>	<u>E</u>	<u>L1</u>	<u>L2</u>
2	8.64	9.07	9.53	10.00	10.51	11.03	11.58
3	9.07	9.53	10.00	10.51	11.03	11.58	12.16
4	9.53	10.00	10.51	11.03	11.58	12.16	12.77
5	10.00	10.51	11.03	11.58	12.16	12.77	13.41
6	10.51	11.03	11.58	12.16	12.77	13.41	14.08
7	11.03	11.58	12.16	12.77	13.41	14.08	14.78
8	11.58	12.16	12.77	13.41	14.08	14.78	15.52
9	12.16	12.77	13.41	14.08	14.78	15.52	16.30
10	12.77	13.41	14.08	14.78	15.52	16.30	17.11
11	13.41	14.08	14.78	15.52	16.30	17.11	17.97
12	14.08	14.78	15.52	16.30	17.11	17.97	18.87
13	14.78	15.52	16.30	17.11	17.97	18.87	19.81
14	15.52	16.30	17.11	17.97	18.87	19.81	20.80
15	16.30	17.11	17.97	18.87	19.81	20.80	21.84
16	17.11	17.97	18.87	19.81	20.80	21.84	22.93
17	17.97	18.87	19.81	20.80	21.84	22.93	24.08
18	18.87	19.81	20.80	21.84	22.93	24.08	25.28
19	19.81	20.80	21.84	22.93	24.08	25.28	26.55
20	20.80	21.84	22.93	24.08	25.28	26.55	27.87

BI-WEEKLY RATES

18	1508.48	1583.90	1663.10	1746.25	1833.56	1925.24	2021.50
19	1583.90	1663.10	1746.25	1833.56	1925.24	2021.50	2122.58
20	1663.10	1746.25	1833.56	1925.24	2021.50	2122.58	2228.71
21	1746.25	1833.56	1925.24	2021.50	2122.58	2228.71	2340.14
22	1833.56	1925.24	2021.50	2122.58	2228.71	2340.14	2457.15
23	1925.24	2021.50	2122.58	2228.71	2340.14	2457.15	2580.01
24	2021.50	2122.58	2228.71	2340.14	2457.15	2580.01	2709.01
25	2122.58	2228.71	2340.14	2457.15	2580.01	2709.01	2844.46
26	2228.71	2340.14	2457.15	2580.01	2709.01	2844.46	2986.68
27	2340.14	2457.15	2580.01	2709.01	2844.46	2986.68	3136.02
28	2457.15	2580.01	2709.01	2844.46	2986.68	3136.02	3292.82
29	2580.01	2709.01	2844.46	2986.68	3136.02	3292.82	3457.46
30	2709.01	2844.46	2986.68	3136.02	3292.82	3457.46	3630.33
31	2844.46	2986.68	3136.02	3292.82	3457.46	3630.33	3811.85

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

HOURLY POSITIONS

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

EXEMPT POSITIONS

Professional, Administrative and Executive

18 Librarian
 20 GIS Analyst
 22 Transportation Supervisor
 22 Park Supervisor
 22 Water System Supervisor
 22 Wastewater Plant Supervisor
 22 Environmental Services Supervisor
 22 Code Administrator II
 22 Planner
 23 Network Administrator
 23 Planning Administrator

24 City Clerk/Risk Manager
 24 Library Director
 24 Public Safety/Em Mgmt Dir
 26 Police Captain
 26 Director of Parks/Recreation
 26 Assistant City Manager
 27 Director of Human Resources
 28 Director of Public Works
 29 Fire Chief
 30 Police Chief
 31 Director of Finance

3. That the following pay schedule for officers and employees in Unclassified Positions of the city is approved April 4, 2016 and effective May 2, 2016.

<u>Position</u>	<u>Salary Minimum</u>	<u>Salary Maximum</u>
City Manager	Established by City Council	

**Seasonal and Part-time
Hourly Rates**

	Step 1	Step 2	Step 3	Step 4	Step 5	Step 6	Step 7
School Crossing Guard	\$9.00	\$9.50	\$10.00	\$10.20	\$10.40	\$10.60	\$10.80
Library Page	\$9.00	\$9.50	\$10.00	\$10.20	\$10.40	\$10.60	\$10.80
Laborer	\$9.00	\$9.50	\$10.00	\$10.20	\$10.40	\$10.60	\$10.80
Field Mntc. Groundskeeper	\$9.40	\$9.90	\$10.40	\$10.60	\$10.80	\$12.00	\$12.20

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

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

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

4. The Pay Schedule for the position of Firefighters and Fire Captains working a 56 hour week shall be the schedule approved in a Resolution adopted by the Mayor and City Council on September 8, 2015 and effective October 5, 2015.

<u>Class Title</u>	<u>Hourly Pay Schedule (56 hour week)</u>							
	1	2	3	4	5	6	7	8
Firefighter	12.64	13.27	13.94	14.63	15.36	16.13	16.94	17.79
Fire Captain	16.38	17.20	18.06	18.97	19.92	20.91	21.96	23.05

5. That the Pay Schedule for the position of Patrol Officer and Police Sergeant shall be the Schedule approved in a resolution approved by the Mayor and City Council on September 8, 2015 to be effective October 5, 2015.

<u>Class Title</u>	<u>Hourly Pay Schedule</u>							
	1	2	3	4	5	6	7	8
Patrol Officer	17.85	18.74	19.68	20.67	21.70	22.78	23.92	25.12
Police Sergeant	21.32	22.39	23.46	24.58	25.77	27.00	28.30	29.65

6. Resolution No. 15-11-03 and all other resolutions in conflict with this resolution are repealed.

Passed and approved this 18th day of April, 2016.

Mayor

ATTEST:

City Clerk

Assistant City Manager Johnson explained that the agreement and resolution with the Nebraska Department of Roads for the Monument Valley North Project basically says that the State will take over the "Responsible Charge" designation and responsibilities. This action won't change our cost for the project. Once the project is bid and let, the state is responsible for the project and will respond directly to the Federal Government. Moved by Mayor Meininger, seconded by Council Member Shaver, "to authorize the Mayor to sign the supplemental agreement with the Nebraska Department of Roads for the

Program Agreement for Monument Valley Pathway North project and approve Resolution No. 16-04-04”
“YEAS”, Gonzales, Meininger, McCarthy, Shaver and Colwell “NAYS”, None. Absent: None.

RESOLUTION No. 16-04-04
SIGNING OF THE LPA SUPPLEMENTAL
PROGRAM AGREEMENT #2 - FEDERAL-AID FUNDING

City of Scottsbluff
Resolution No. 16-04-04

Whereas: City of Scottsbluff (City) is proposing to develop and construct a transportation project for which it would like to obtain Federal funds;

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

Whereas: City and State of Nebraska, Department of Roads (State) wish to enter into an **LPA Supplemental Program Agreement - Federal-Aid Funds** which will set out the various duties and funding responsibilities for the Federal-aid project; and

Whereas: City wishes to designate its representative for this project.

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

The Mayor, Randy Meininger, is hereby authorized to sign the attached **LPA Supplemental Program Agreement - Federal-Aid Funds** between the City and the State.

City hereby designates Perry Mader to serve as City's representative and Project Liaison (PL) with State for this project.

City of Scottsbluff is committed to providing local funds for the project as required by the **LPA Supplemental Program Agreement - Federal-Aid Funds**.

NDOR Project Number: ENH-79(42)

NDOR Control Number: 51512

NDOR Project Name: Scottsbluff Valley Pathway North

Adopted this 18th day of April, 2016 at Scottsbluff, Nebraska.

The City Council of the City of Scottsbluff

Mayor

Mayor Meininger moved the adoption of said resolution,
Council Member Shaver seconded the motion.

Roll Call: 5 Yes 0 No 0 Abstained 0 Absent
Resolution adopted, signed and billed as adopted
Attest:

City Clerk

Mr. Johnson presented the revised agreement with the Riverside Campground Hosts, which actually began the first of April. The previous agreement had a start date of May 1st. The campground hosts wanted to open the campground early since they had campers the beginning of April. Moved by Council Member Gonzales, seconded by Council Member McCarthy, "to approve the amended contract for the Riverside Campground Hosts and authorize the Mayor to execute the contract," "YEAS", Gonzales, Meininger, McCarthy, Shaver and Colwell "NAYS", None. Absent: None.

Council Member Shaver presented information to Council regarding his research on regulating body art facilities. He explained that the zoning ordinance proposed doesn't include inspection regulations. He would like to see an ordinance that follows the requirement listed in the state statute. This should include a Certificate of Occupancy, licenses on file with the City of Scottsbluff, and a record of inspections.

Mr. Dave Chalupa, previous tattoo facility owner, explained that people need to be accountable, the City needs control and records need to be kept. Council Member Shaver called the State about inspections, they explained that they require the business to do "self inspections" with surprise inspections by the State within 90 days.

Mr. Johnson contacted the state, and was informed that there is an inspector in Sidney. The city of Scottsbluff doesn't have anyone trained to do the inspections. Mr. Johnson also contacted Scotts Bluff County Health Department, who use to do inspections, but stopped when the State started doing the inspections. However, Mr. Shaver discovered that it appears no inspections have been conducted by the State for many years.

City Attorney Howard Olsen informed the Council that there is a specific statute that permits the City to create an Ordinance which can be more, or less strict than the state statute. There are considerable regulations and statutes regarding inspections of tattoo establishments in addition to a number of other businesses. It starts with a self-evaluation, followed by an unannounced state inspection. If the state is not doing the inspections, they need to be accountable. The Legal Department would like to gather more information from the state regarding these inspections. If they aren't doing the inspections, then the city may want to take some steps. However, the city would need assistance doing the inspections by someone who has some background in these businesses.

The City Council has the power under the statute to enforce compliance. The information Council Member Shaver has provided is beneficial regarding this compliance issue. Mr. Olsen will call the State on the City's behalf to get more information.

Moved by Mayor Meininger, seconded by Council Member Shaver, "to refer the issue regarding body art facility inspection regulations to the legal department to make contact with the State of Nebraska," "YEAS", Gonzales, Meininger, McCarthy, Shaver and Colwell "NAYS", None. Absent: None.

Moved by Mayor Meininger, seconded by Council Member Colwell, "to remove from the table the item regarding a consultant contract with Rick Kuckkahn (April 4, 2016 meeting)," "YEAS", Gonzales, Meininger, McCarthy, Shaver and Colwell "NAYS", None. Absent: None.

Mr. Kuckkahn commented that the contract has been amended to change the number of hours to 30 hours per week. Council discussed that this should actually be no more than 120 hours over a four week period. Legal will make that change to the contract. The effective date of the contract will be May 1, 2016. Moved by Mayor Meininger, seconded by Council Member McCarthy, "to change the wording in the contract to state that Mr. Kuckkahn will not be compensated for more than 120 hours in any consecutive four week period," "YEAS", Gonzales, Meininger, McCarthy, Shaver and Colwell "NAYS", None. Absent: None.

Moved by Mayor Meininger, seconded by Council Member Shaver, "to approve the Service Agreement with Rick Kuckkahn, as amended, and authorize the Mayor to execute the contract," "YEAS", Gonzales, Meininger, McCarthy, Shaver and Colwell "NAYS", None. Absent: None.

Moved by Mayor Meininger, seconded by Council Member McCarthy, “to remove from the table the item regarding Rick Kuckkahn’s resignation as City Manager (April 4, 2016 meeting),” “YEAS”, Gonzales, Meininger, McCarthy, Shaver and Colwell “NAYS”, None. Absent: None.

Moved by Council Member Shaver, seconded by Council Member McCarthy, “to accept the resignation of City Manager Rick Kuckkahn effective May 1, 2016,” “YEAS”, Gonzales, Meininger, McCarthy, Shaver and Colwell “NAYS”, None. Absent: None.

Regarding the discussion about the City Manager Position, Mayor Meininger stated that the Council has the option of having Nathan Johnson serve as Interim City Manager as of May 1, 2016 or to appoint Nathan Johnson as City Manager as of May 1, 2016. Council Member Colwell commented that if Council chooses to appoint Mr. Johnson as City Manager, that they have a one year contract with a formal evaluation at the end of the year.

City Attorney Howard Olsen informed the Council that the City Manager’s contract is “at will” so Council would need to have some flexibility if there are changes within that year. The City Manager serves at the pleasure of the Council. A severance package can be flexible depending on the contract. Mayor Meininger added that they would like a formal review process in place.

Council Member Shaver commented that he has no doubts that Mr. Johnson can do the job, however, since the City Council didn’t hire Mr. Johnson, he would like to look at all options. Mayor Meininger added that Mr. Johnson has been working for three years under the succession plan that Council put into place. Council Member Gonzales added that if Mr. Johnson is appointed, the contract will need to outline what the Council expects of him. He has already been handling much of the day to day activity, with no negative response from the public.

Moved by Council Member Gonzales, seconded by Council Member McCarthy, “to appoint Nathan Johnson as City Manager effective May 1, 2016 and direct Legal to prepare a contract and guidance regarding compensation and benefit package,” “YEAS”, Gonzales, Meininger, McCarthy and Colwell “NAYS”, Shaver. Absent: None.

Under Public Comments, Kathy Birch approached the Council regarding the public hearing set for the next meeting rezoning property on 19th Ave. She is asking Council to consider approving the zone change without having additional readings of the Ordinance at the May 2, 2016 meeting.

Under Council reports, Council Member Gonzales reminded the Council that the Western Nebraska Economic Development committee meets this Thursday in Sidney.

Moved by Council Member shaver, seconded by Council Member McCarthy, “to adjourn the meeting at 7:40 p.m.,” “YEAS”, Colwell, Meininger, McCarthy, Shaver and Gonzales, “NAYS” None. Absent: None.

Mayor

Attest:

City Clerk

“SEAL”

City of Scottsbluff, Nebraska

Monday, May 2, 2016

Regular Meeting

Item Consent2

Council to set a goal setting meeting for Tuesday, May 31, 2016 at 6:00 p.m., Scottsbluff City Hall.

Staff Contact: Nathan Johnson

City of Scottsbluff, Nebraska

Monday, May 2, 2016

Regular Meeting

Item Consent3

Council to approve the Request For Proposals for the CAD and Records Management system.

Staff Contact: Kevin Spencer, Police Chief

SCOTTS BLUFF COUNTY CONSOLIDATED COMMUNICATIONS CENTER ADVISORY BOARD

Request for Proposal

**Computer Aided Dispatch and Records Management System
(CAD / RMS) project.**

RFP Deadline Date:

June 1st, 2016

RFP Administrator:

Brian E. Wasson

bwasson@scottsbluff.org



Objective

The Scotts Bluff County Consolidated Communications Center Advisory Board (hereinafter SBCCCAB) invites interested parties to submit proposals for providing software, implementation and maintenance services for a law enforcement multi-agency Computer-Aided Dispatch/Records Management System (CAD/RMS) for the Scotts Bluff County Combined Communications Center, Scotts Bluff County Sheriff's Office, Cities of Scottsbluff, Gering, Mitchell, Morrill, Minatare and Lyman police departments. Fire departments for each city or village currently using an existing records management system will be utilizing the CAD portion of this project to integrate with their current dispatch protocols and existing systems. The intended result of this Request for Proposal is to provide the agencies with viable proposals for a computer aided dispatch (CAD) and records management application that meets the operational and technical needs of all agencies. The project intends to also allow for the sharing of information between the agencies with the network center occurring at the Scotts Bluff County Administration Building in Gering, NE.

General goals and objectives expected to result from the new system include:

- Enhanced interoperability and shared data amongst all law enforcement agencies within Scotts Bluff County Nebraska.
- Additional functionality for all users
- Eliminate manual paper processes and standalone systems
- Provide access to all information throughout the system
- Improved data availability and tools for crime and traffic collision analysis
- Improved mapping capabilities including the ability to map multiple factors (i.e., CAD calls, RMS and other criminal databases) for comparison
- A Jail Management System for the Scotts Bluff County Adult Corrections Department
- CAD dispatch and RMS integration for attached Fire Departments
- An industry standard technology infrastructure

The selected vendor will be expected to provide all services, including licensed software, installation, training, project management, maintenance and support. Conversion of existing data from the current vendors, should be included in the proposal for consideration. The current primary vendor for CAD and RMS used within the county is Sleuth Software. The SBCCCAB reserves the right to forego data conversion or utilize a different solution, independent of this proposal. Server hardware requirements

and pricing for the vendor's proposed solution will also be considered and should be included in the vendor's proposal. The SBCCCAB reserves the right to provide the recommended server hardware for this project, independent of this proposal. All required server specifications with sizing documentation should be included in the vendor's responses.

The SBCCCAB reserves the right to reject any and all Proposals or any term thereof. The right is reserved to waive any formalities or informalities contained in any Proposal, and to award the Proposal to the most responsive and responsible Vendor as deemed in the best interest of SBCCCAB.

The SBCCCAB will not return a Proposal or other information supplied to it by any Vendor.

Definitions

The following is an explanation of terms frequently referred to in this document:

- "Scotts Bluff County Consolidated Communications Center Advisory Board, (SBCCCAB)": A group formed for adopting, maintaining and amending procedures governing the purchase, acquisition and upgrade of equipment to operate the Communications Center.
- "Cities": Refers to the collective Cities of Scottsbluff, Gering, Mitchell, Minatare & Terrytown, Nebraska.
- "Villages": Refers to the collective Cities of Morrill, Lyman and Henry, Nebraska.
- "Request for Proposal (RFP)": Refers to the solicitation process wherein the SBCCCAB is seeking proposals.
- "CAD/RMS": Refers to a computer-aided dispatch/records management system.
- "Project": The provision of software, implementation and maintenance of a CAD/RMS as requested in this solicitation.
- "Shall": Refers to a mandatory requirement.
- "Vendor": Refers to the individual, partnership, or corporation that is awarded a contract by the SBCCCAB upon conclusion of this RFP process.
- "Contract" or "Agreement": A promissory agreement with specific terms between the SBCCCAB and one or more parties that creates, modifies or destroys a legal relation in exchange for consideration.
- "Communications Center": provides dispatch services to all public safety and public works entities within Scotts Bluff County, NE and is housed within and under the control of Scotts Bluff County, NE.

- “County”: The Scotts Bluff County Sheriff’s Office, Scotts Bluff County Consolidated Communications Center, Scotts Bluff County Detention Center and Scotts Bluff County Information Systems.

Proposal Evaluation Criteria

Based upon the responses to this RFP, the most qualified Vendor will be asked to provide an onsite demonstration of the proposed system. The successful Vendor will be required to enter into a contract with the SBCCCAB, including insurance/indemnity requirements.

Proposals will be evaluated on the basis of the response to all provisions of this RFP. Since this solicitation is an RFP as opposed to a Bid, pricing alone will not constitute the entire selection criteria. The SBCCCAB may use some or the entire following criterion in its evaluation and comparison of proposals submitted and any subsequent interviews or system demonstrations. The criteria listed are not necessarily an all-inclusive list. The order in which they appear is not intended to indicate their relative importance. The SBCCCAB reserve the right to modify the evaluation criterion as deemed appropriate prior to the commencement of evaluations.

Evaluation Criteria
Completeness of proposal
Ability to meet functional and technical requirements
Cost for implementation, conversion, training and ongoing maintenance
Reference checks
Customer Service
Data accessibility
Total cost of ownership, including required hardware and support

The SBCCCAB reserve the right to determine whether or not a proposal meets the specifications and requirements of this RFP and reject any proposal that fails to meet the detail or intent of the requirements. The SBCCCAB reserves the right to reject any and all proposals.

Selection Process

Proposals shall be evaluated by a committee identified by the SBCCCAB. All proposals, interviews and demonstrations shall be subject to quantitative scoring, including proposed costs.

All questions from proposed Vendors will be answered in a manner to which all proposers will have access. This will be done by the publishing of questions and answers to the following location;

<http://www.scottsbluffcounty.org/rfp/rms>

Project Schedule

The following is a tentative schedule of this entire RFP process. The following dates are merely projections and the SBCCCAB reserve the right to modify this schedule as needed to accommodate the completion of this RFP process.

Tentative RFP Process Schedule	
RFP Published	April 2016
Questions from the Proposers Due	May 1 st , 2016
Proposals Due	June 1 st , 2016
Oral Presentations	August 1 st , 2016
Additional follow-up demos (if required)	August 15 th , 2016
Vendor Reference Checks and Site Visits	October 1 st , 2016
Contract Award	December 1 st , 2016

Instructions

Client Contact

All RFP inquiries should be directed solely to the RFP Administrator at the address below. No contact should be made with employees or contractors at any agencies. Failure to comply may result in disqualification.

Submittal Information

All proposals should be sent to the RFP Administrator at the following address:

City of Scottsbluff Police Department
Attn: Captain Brian E. Wasson
1801 Avenue B
Scottsbluff, NE 69361

It is the responsibility of the Vendor to ensure that their Proposal is received before the stated deadline.

Proposal Format

Vendors shall submit ten (10) electronic copies (CD/DVD or USB Drive) of their proposals to the RFP Administrator. Please refer to Proposal Response Format for specific directions regarding the content and format of your proposal. As closely as possible, please adhere to the format and order provided when assembling proposals. Please note that part of the evaluation criteria takes into consideration the *responsiveness* of a proposer; proposals missing the required components listed below will be evaluated accordingly.

Purchasing Terms & Conditions

The purchasing Terms & Conditions for any software, hardware, equipment and other items to implement the system will be set forth in a contract negotiated between the SBCCCAB and the vendor.

Scope of Services

Multi-Agency CAD/RMS

The Scotts Bluff County Consolidated Communications Center Advisory Board (SBCCCAB) exists as an Inter Local Agency established in 2013. Scotts Bluff County, the cities of Scottsbluff, Gering, Mitchell, Minatare and Terrytown and villages of Morrill, Lyman & Henry formed an inter local agency for adopting, maintaining and amending procedures governing the purchase, acquisition and upgrade of equipment to operate the Communications Center the results of this joint entity are increased efficiency and savings, as well as enhanced effectiveness of dispatch services.

SBCCCAB is seeking an integrated system to run the operations of their respective agencies. In addition to the traditional CAD/RMS system, the agencies are interested in additional public safety functionality, including but not limited to mobile field reporting, integrated bar coding of property and evidence, name candidating functionality, crime analysis for patrol officers and analysts, report creation and management through workflow, and jail management.

Current Operations and Systems

Currently, the SBCCCAB uses a CAD/RMS system from Harris Public Safety Inc., formerly Sleuth Software Inc. The CAD/RMS system for all the agencies is hosted individually at the respective agencies. No data is shared through solution applications currently. Some agencies are running older versions of this

software, v8, v9 and v10 are in use by the SCCAB agencies. CAD v10 is currently in use by the Communications Center.

The following information is a description of the current operational situations and existing systems for the agencies participating in the SBCCAB.

Statistics and Operational Information

LAW ENFORCEMENT AGENCIES

	Scottsbluff PD (w/Terrytown)	Gering PD	Scotts Bluff County SO	Mitchell PD	Morrill PD	Minatare PD	Lyman PD	Comm Center
Population	16,020	8,480	36,465	1,685	921	816	533	36,465
Square Miles	7	4	739	.67	.60	.40	.35	739
Sworn Personnel	31	15	18	4	4 FT & 2 PT	3	P/T Only	N/A
Civilian Personnel	5	3	6	0	0	0	0	12 FT & 1 PT
Calls for Service	12,757	5,534	6,308	1,379	634	434	533	3556
Mobile Units	16	19	15	2	2	2	1	N/A

FIRE DEPARTMENTS

	Scottsbluff Full Time FD	Gering VFD	Scottsbluff Rural VFD	Mitchell VFD	Morrill VFD	Minatare VFD	Lyman VFD	Comm Center
Population	16,020	8,480	36,465	1,685	921	816	533	36,465
Calls for Service	1832	709	76	245	127	211	76	3556

Solution Options

The proposal should include one cost proposal to account for single, shared CAD and RMS hosted at a single location with the ability to limit the data through user defined security among and between the agencies, if required.

Requirements

The Attachment B: Requirements Worksheet must be completed and returned in the original Excel format (PDF is not an acceptable format). Proposals must include specific responses to each of the requirements and highly desired features.

Proposal responses shall adhere to the following code guidelines:

E = Existing Requirement will be met by proposed existing software and/or hardware that is installed and operational and can be demonstrated.

M = Minor Modification Requirement will be met by proposed minor modifications to the existing software and/or hardware or use of software tools. All work shall be performed by the vendor.

U = Under Development Requirement will be met by proposed software that is currently under development, in Beta test, or not yet released.

T = Third Party Solution Requirement will be met by existing third party software and/or hardware. Integration work will be performed by vendor and the third party.

N = Not Available Requirement cannot be provided.

IMPORTANT NOTES:

An omitted response will be assumed to be the same as "Requirement cannot be provided" (i.e. Not Available).

All costs associated with "M" or "T" responses must be included in the pricing proposals.

PROPOSAL RESPONSE FORMAT

The RFP response must be written and organized in the exact order of each line item in this RFP “ATTACHMENT B – REQUIREMENTS”. If your proposal is not in this format or does not include all of the listed items, it may be deemed non-responsive. Proposals should be as brief as possible and should not include any unnecessary promotional material. Restrict the proposal to no more than 50 pages total, including all responses, reference work, and information about the firm and individuals assigned to the project.

Cover Letter

Include the name, address, telephone number and contact person for your company.

Company History

Please provide:

- A. If appropriate, the names, business address and telephone number of your company’s officers, directors and associates and the names and addresses of any parent or subsidiary of your company. Your information should describe the nature of the work and the line of authority of these individuals and/or companies as they relate to this RFP.
- B. Number of years in business and a historical overview of products, including how many times the company has been sold, merged, or acquired any other company to integrate or interface their products. If your CAD, Mobile or RMS systems are separate modules or are acquired from another source, include the purchase history.
- C. How many full-time employees the company currently has, how many of these are database developers or administrators, and whether or not your company sub-contracts with other companies. Include the responsibilities of any sub-contractors.
- D. Names and qualifications of outside consultants and associates who will be employed to assist on work performed as a result of the RFP. Project staff and support staff will be required to pass a background check consistent with their level of access prior to performing any work under contract for either agency.
- E. Statements as to whether any of the following events have occurred in the last five years with the company (as its current entity or as a predecessor entity). If yes to any of the following, provide a full explanation for each line item:
 - Was the company the subject of any order, judgment or decree

- Was the company's business the subject of any civil or criminal proceeding in which there was a final adjudication adverse to the company
- Was a petition under bankruptcy, insolvency, or receivership filed by or against the company
- Has the company:
 - Supported a program where services were terminated
 - Supported a program where services were temporarily discontinued directly arising from activities conducted by the company
 - Supported a program that required substantial fines or refunds that directly arose from program related activities

Failure to provide required disclosure, submit officially-signed documents or respond to all information requested/required will result in the proposal being deemed non-responsive.

Relevant Experience

This section shall include quotes, references and contact information from current customers, preferably agencies in Nebraska. A brief synopsis with a list of several customers currently using the proposed system should be included. Include a description of the projects, software installed and the public safety contact name, title, and address.

Description of Proposed Software Solution

Provide detailed technical and functional information related to the company's product(s) and provide details on which modules are separate, interfaced or fully integrated. Describe the company's base system as it operates today. Include a list of features and/or modules that are included in the basic system purchase. If the company's database has interfaces with other databases, explain how the system operates. Outline the company's basic design philosophy and briefly explain how that philosophy will fit with the SBCCAB Project (e.g., is the company's solution centralized, modular, or does it define every component as an option that can be turned on or off).

A. Core System and Modules

Provide detailed information on the core system and its included components. Specify all modules by name and function: (Example: CAD, RMS, AVL, Field Reporting, MDC [Mobile], Property/Evidence, JMS, etc.) and whether they are interfaced and/or separate or fully integrated.

Describe how data flows between modules (e.g. is there a separate message switch server), specifically describe how data flows between mobiles and in-house.

B. Versions and Life Cycles

Provide the current version, release date, lifecycle and end-of-life date for the core system, each module, any third party solution and any OS or database software used by the proposed system. List the programming language and version of any application server and the data base operating system. Include any other ancillary applications that are used to operate the system (e.g. workflow, dashboards, alerts, etc.)

C. Technical Requirements

Describe technical requirements and the technical environment for the use of the company's software. Provide information on what the SBCCCAB will need to utilize the company's proposed system. Provide the minimum hardware and software specifications for networking & security, server, database and client that are required to install and run the application. Specify any physical requirements, including space needs, UPSs, electrical power, cooling, etc. Include specifically which application requires or is recommended to run on a separate database (e.g. online reporting, Dashboards, Reporting). Include other third party licensing requirements. Include all requirements and costs for a virtual server environment. Include all requirements for backup recommendations.

The technical requirements should be included in Attachment A – Cost Spreadsheet.

D. Geographical Files

Provide information on the geographical files the company's system uses. Describe how the company's mobile system utilizes these geographical files and how the company's system may differ from other vendors. Include information related to mobile computer geography, how it interacts with dispatch and how it will benefit dispatch and field personnel. Describe the format in which the company's system utilizes the map system (e.g. does your system digest native shape files or does it process a conversion). Describe how the company's system will work within a multi-agency environment when one agency uses ESRI and another uses Digital Map Products hosted mapping services.

E. Reporting and Dashboards

Include a list of all current reports built into the company's proposed system. Include a description of how the software manages the cross checking of errors to ensure accurate reporting. Include a

description of how ad-hoc reporting or queries are handled within the company's system for an average user. Include how crime analysis can utilize the company's system and include if this functionality is standard or add-on. Include any foreseen circumstances where a third party reporting system may be required (e.g. Crystal Reports). Describe any features, such as Dashboards, and how the data is combined (e.g. is a separate database required to support Dashboard) and how is it presented to the users.

F. Unique Features

Identify any unique or distinctive features in the company's system that differentiates the company's product from competitors' products.

G. Training

Public Safety operations is a 24/7 environment. Provide a training plan to accommodate training in a 24/7 environment, including weekends to limit any required overtime of personnel. Provide training time frame requirements for all staff assignments based on role (i.e., Patrol, Communications Staff, Detectives, Records Staff, Command Staff, Property and Evidence Staff, Jail Staff, Internal Affairs Staff). Include the number of hours each employee/work group is required to train in system administration, report-writing, dispatch, records, jail, mobile and any other included modules. Provide a sample staff training agenda. Provide a description of the training support that will be provided on-site when going live with the new system, and how long this support will be provided. Include post go-live training in this plan. Include cost proposals for a Train the Trainer approach and a vendor-only led training. Recommend the best option based on the company's previous implementations.

Scope of Work and Project Schedule

Provide a Scope of Work that reflects how the project goals and deliverables will be achieved. Include a project schedule of time frames, milestones, quality control, testing processes and criteria for completion of the project.

Implementation

Describe your implementation methodology for a project of this scope with a multi-jurisdictional dispatch including a preliminary implementation schedule for all applications, the required time for system and application training, program testing and sequence of the installation of the various applications. Include a staffing matrix with estimated staff required by role and estimated required time per month.

Data Conversion

Describe the company's data conversion methodology and best practices that your company recommends for CAD and RMS data. Include technical information including any additional databases required for conversion, where the conversion services will take place (i.e. will you remotely access current data for conversion, or would you prefer to have the data at its facility). Describe how your company manages the data conversion process to ensure the project stays on schedule.

Transition to Support

Explain the process the implementation team will use to transfer to your company's support team and how open bugs/issues from go-live will be resolved. Include a sample Transition to Support Documentation.

Integration with Different RMSs

There may be circumstance where the selected CAD/RMS product will need to integrate the CAD with a different vendor's RMS. Describe the technical requirements for this integration, list the data elements that an existing RMS will receive from CAD, list the technical and data limitations and list some references where the proposed CAD has been integrated to other RMSs and what the other RMS product was.

Project Pricing

Please provide pricing in an itemized order by line item in Attachment A – Cost Spreadsheet. All costs must be included. All pricing shall include the following:

- A. Base price of CAD, RMS, Field Reporting and Mobile, JMS, Fire and which components are included
- B. Cost for additional modules
- C. Costs for third-party (pay agency) products (Visio, VMWare, Microsoft, etc.)
- D. Itemized cost for hardware, services, licensing, third party software and training
- E. Itemized cost for all required interfaces
- F. Cost of site license or seat license (specify for entire project or by line item)

- G. Cost of project management and implementation, including itemized costs for travel/lodging
- H. Cost of training
- I. Cost of data conversion from the existing Harris Public Safety Inc., formerly Sleuth Software Inc, CAD and RMS system
- J. Payment schedule milestones up to project completion

Support, Warranty and Maintenance

A. System Acceptance Plan

Provide a System Acceptance Plan for the project and segregate it into tasks/phases that will allow efficient project progress while also providing a means for monitoring the project. Include the company's definition of "system acceptance" and at what point in the project this will occur.

B. First Year Support

Describe if the proposed system includes first year support, maintenance and updates of the software to begin upon system acceptance. If not included in base price, provide associated costs in the project pricing line item above.

C. System Support

Describe in detail the system support to be provided. This shall include how software or hardware problems will be resolved and terms of the warranty. Include support days and hours available and if company provides a toll-free number for support. Specify the response time (e.g. 2 hours, 4 hours, or some other time period) based on severity of support call. Provide a detailed support road map with escalation procedures and contacts.

D. Support via Remote Access

As part of system support and maintenance, the company's support personnel should have the capability to connect to the proposed system to investigate problems. If special software or hardware is

required to support this capability, it shall be included in Attachment A – Cost Spreadsheet as a separate line item.

E. Software Updates

The company shall describe its software update or upgrade policy. Specifically:

- A. What is the guaranteed time frame to update the software to comply with State or Federally mandated changes to CLETS or NCIC?
- B. Provide a contact agency who can confirm the company has complied with the timeframe.
- C. How frequently and under what circumstances are software updates provided?
- D. How will the SBCCCAB be notified of available updates?
- E. What is involved in implementing an update?
- F. How many hours will the system be down during an update?
- G. Will the SBCCCAB incur any costs to implement updates?
- H. Does the company ever charge for updates or new versions of products licensed? If so, under what circumstances?
- I. How frequently does the company release new, enhanced versions of software?
- J. How many enhancements would we expect with these new versions?
- K. What is the company's approach to migration from earlier versions?
- L. How many versions will the company support?
- M. For software updates requiring data migration to a new server, describe the process and include projected system down time.
- N. Will the company guarantee, within normal maintenance costs, that all current versions of Microsoft Windows operating systems will be supported?
- O. If the company's software is in development to change platforms (e.g. to .NET) or any other significant planned technical update, describe how customers will receive this update.

F. Annual Maintenance

Provide a quotation for maintenance of the proposed systems for the five years following expiration of the first year warranty period. Describe when year two annual maintenance fees are due (e.g. one year from contract execution or one year from project acceptance). Describe service levels including, if applicable, remote problem diagnosis and correction, on-site problem correction and response time. Include a sample Maintenance Contract and include the calculation utilized to determine the cost and the payment schedule you require. Include projected annual fee increases and how they were calculated.

Attachment B - Requirements

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Category	#	Capabilities	Vendor Response	Comments (required for any M, U or T response)
General	1	Provide for an infrastructure solution with minimum of 98% uptime with high availability		
General	2	Seamless data integration with all data accessible in all modules of system		
General	3	Full compliance with all applicable CJIS/NCIC and Nebraska DOJ data security and data transmission regulations and mandates for hard-lined servers/workstations and mobile computers over commercial cellular networks		
General	4	Support transaction entry from command line, function keys and GUI		
General	5	Hardware must be provided and supported by the vendor for a minimum of 5 years, following system acceptance.		
General	6	All systems must be able to use standard shape files natively		
General	7	The system must have the ability to be multi-jurisdictional, allowing multiple agencies to enter information into the system and both segregate and combine their data at will		
General	8	The vendor must have a proven track record for timely installation and implementation of the proposed system		
General	9	Vendor must provide a Data Dictionary of all data files, with descriptive details on the relationships of the various data files accessed by the systems		
General	10	Vendor must provide a copy of all installation media		
General	11	Standard Windows type functionality shall be available for all applications (e.g., dialog boxes, point-and-click, and drag-and-drop).		
General	12	MS SQL-based system(s) only for all databases		
General	13	MS Windows Server (2008 or newer) based systems		
General	14	Provide integrated document imaging system		
General	15	Mobile software with support for multiple platforms – Windows, Android and iOS		
General	16	Ability to produce required/mandated forms (example: current OC Jail Property Booking Form) for all current forms and the ability to create other forms in the future should a need arise at the County or State level		
General	17	Next Generation 911 features, especially built-in two-way SMS and MMS functionality (messages, photos, and videos) and ability to attach files to CAD events		
General	18	Must run in virtual server environment		
General	19	System interfaces to NCJIS and NLETS (query and update)		
CAD	20	Manages the generation of unique control numbers for tracking calls for service, reporting incidents etc., including number format, manual generation of numbers		
CAD	21	Manages CAD and RMS interactions, such as CAD to RMS data transfers		
CAD	22	Generates multiple case numbers for a single event		
CAD	23	Displays event, unit, and wireless call locations on an integrated mapping component		
CAD	24	Ability to “stack” calls for service or “batch dispatch” (send multiple calls for service to field units for handling at will)		
CAD	25	Displays premise history/information (gate codes, warnings, prior contacts, dangers, etc.)		
CAD	26	Displays prior event information for calls for service at same location		
CAD	27	Provides for operator-controlled window sizing and sorting, with dynamic font sizing, in both display and entry windows and saves screen presentation profiles by individual		

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CAD	28	A Common Locations File which allows operators to enter a specific business or location name that verifies against the Geofile and displays the address and place name		
CAD	29	Ability to view officer queries (names checks, NLETS) from unit history or call history		
CAD	30	Ability for Dispatch to run a NCIC query for an officer and the return includes the officer unit number requesting the query		
CAD	31	Ability to perform reply, delete, forward, include, print and summary actions upon receipt of a CAD message (i.g., warrant information, NLETS returns, etc.)		
CAD	32	Redacts NLETS information from call history		
CAD	33	"Hot Hits" warning display and audible warning		
CAD	34	Point-to-Point messaging with no character limitation		
CAD	35	Parallel training system, on a separate system		
CAD	36	Ability to hold calls for a specific unit and assign multiple agencies to an incident		
CAD	37	Ability to also query local records (RMS) when running a person for a warrant check		
CAD	38	The CAD system shall capture non-incident and incident related unit history in a unit history file.		
CAD	39	The CAD priority to be set based on nature codes		
CAD	40	The CAD shall provide an ability to quickly manage duty roster and shift changes of a single unit, including on or off duty, area of coverage, personnel assigned, and whether recommended for dispatch		
CAD	41	The CAD system shall include and Automatic Vehicle Location (AVL) Component.		
CAD	42	User friendly night mapping functionality with Ctrl+ key type initiation		
CAD	43	Robust standard reports in CAD		
CAD	44	Ability to manage tows		
CAD	45	System has a tool to identify non-geoverified addresses		
CAD	46	Ability to see all logged-on personnel GPS location (constant refresh)		
CAD	47	Immediate plotting/display of E-911 information		
CAD	48	Immediate plotting of E911 cell-phone GPS information		
CAD	49	Play-back of historical AVL unit history		
CAD	50	Specific unit tracking / map centering (pursuit mode)		
CAD	51	Closest unit recommendation from CAD incident		
CAD	52	AVL/mapping includes multiple layers including parcel data and satellite image (hybrid display)		
CAD	53	MDC with GPS supported		
CAD	54	stand-alone GPS device supported (motors, bike patrol) with no MDC		
CAD	55	Drill-down on unit icon for specific unit information/call information		
CAD	56	Color-code icons to represent unit status		
CAD	57	Automatic call-routing (current GPS location to CAD call destination)		
CAD	58	Dispatch enabled / call-specific SMS messaging for significant incidents (real-time). Intended for specific workgroups (e.g. command staff, Investigations, Traffic Bureau, SWAT, MCP Team, Dive Team, Hazmat Team, structure fires etc...)		
CAD	59	Send call for service via email if desired (user input - ad-hoc or distribution lists)		

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CAD	60	Pre-designation of specific type of incidents (e.g. Homicide, fatal accidents, etc...)		
CAD	61	Tracking of calls generated by CAD (false alarms)		
CAD	62	Automatic courtesy letter for incomplete 911 false alarms		
CAD	63	CAD/NLETS interface with the ability to tag NLETS responses to the history of CAD calls.		
CAD	64	Ability to display past calls (and call types) from a particular district.		
CAD	65	Ability to use keyboard and F keys for commands as well as a mouse.		
CAD	66	Ability to alert (visual and audible) the dispatcher when they have run a subject thru NLETS / NCJIS that is wanted and prioritize that hit so it presents itself first.		
CAD	67	A pop-up messaging system between dispatchers		
CAD	68	Alerts to dispatchers to newly entered comments		
CAD	69	The ability to access booking photos via CAD and send them to MDC's or attach them to calls.		
CAD	70	Ability to automatically prompt for potential duplicate calls based on location and proximity		
CAD	71	Ability to allow searches via wildcard, diminutive match, meta-phone match, Soundex match, and string match		
CAD	72	Unit response delay tracking (eg. trains, weather etc.)		
CAD	73	Native support for FH CAD (Firehouse)		
CAD	74	Searchable vehicle, master name and property files through RMS & CAD systems		
CAD	75	Ability to enter officer badge number and auto-populate officer and agency information		
CAD	76	Require that name is entered or left blank for entry of complainant / reporting party to avoid varying descriptions (e.g. Refused, Unknown Female, Male, Female etc.)		
CAD	77	All County addresses imported from GIS Systems only accepted to allow for uniformity in entry		
CAD	78	Auto-population of city and state with zip-code entry		
Mobile	79	CAD Mobile client log-in with user name and password		
Mobile	80	Mag stripe/bar code driver's license reader capable		
Mobile	81	Close-call capable with disposition code and comments section		
Mobile	82	License plate DMV registration/hits query (with variety state search capability) with Stolen Vehicle Recovery Network (SVRN) number check (Lojack)		

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Mobile	83	Message handling (text and queries) <ul style="list-style-type: none"> o Unit-to-unit messaging o Unit-to-person name messaging o Unit-to-station (specific person/work group) messaging o Unit-to-dispatch messaging o Dispatch-to-unit messaging o Dispatch-to-group/all/specific city messaging o Reply-to-last message button o Next/previous message buttons o Save received message o Print received message to station printer o Recall message o History of session messages 		
Mobile	84	Refreshing real-time unit status monitor with unit #, officer name, status, priority, location, timestamp, call activity		
Mobile	85	Pending real-time call list monitor with incident #, timestamp, status priority level, city, beat, district, type of call, nature, and location		
Mobile	86	Priority 1 incoming call/pending alarm (selective ON/OFF option)		
Mobile	87	CAD incident recall feature (by incident and/or DR #)		
Mobile	88	Get Call feature by assigned unit number		
Mobile	89	Add comments feature to currently assigned call		
Mobile	90	Get number feature (DR, AR, FI, etc...) with comments line		
Mobile	91	Status Change buttons (customizable)		
Mobile	92	<ul style="list-style-type: none"> • Required queries: <ul style="list-style-type: none"> o R - Name search (RMS - all three cities, SRF, DVROS, WPS, AWSS, Registrants, NCIC, MUPS, LARS, Search and Seizure/Courts, etc...) one-time search = hit all DBs with responses in one-time search. o Address search (CAD/RMS) o Business name o Driver's License number & specific state o Events (Case #, FIs, Cite #, AR #) o Gun serial number (AFS) o Vehicle registration (by name or address or VIN) 		
Mobile	93	Optional queries: <ul style="list-style-type: none"> o Department of Transportation Emergency Response Guide look-up o Parole LEADS o City Ordinances o JAMIN Photo Search 		

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Mobile	94	<ul style="list-style-type: none"> • AVL fleet map with SBCCAB fleet plotting in real-time with less than 10 second refresh rates <ul style="list-style-type: none"> o AVL fleet map utilizing Pictometry and/or Google Maps <ul style="list-style-type: none"> -CAD call address map plotting with sat. image and street level view -Target Hazard address location detail records and pre-plans (facility maps) o Follow button (yourself) for current location o Locate button for address/location look-up o Route button from current GPS location to specified look-up location <ul style="list-style-type: none"> -Route to have driving directions and point-to-point highlight map path -Zoom IN/OUT -Home button 		
Mobile	95	Group directory search (print to station printer)		
Mobile	96	<ul style="list-style-type: none"> • Application launcher <ul style="list-style-type: none"> o Third party apps (launch from mobile client) 		
Mobile	97	Full compliance with all applicable CJIS/NCIC and Nebraska DOJ data security and data transmission regulations and mandates for mobile computers over commercial cellular networks (eg. Verizon Wireless)		
Mobile	98	Transmit all call-information data displayed in CAD		
Mobile	99	User friendly full night mapping functionality with Ctrl+ key type initiation		
Mobile	100	Ability for Mobile officers to see all CAD holding calls		
Mobile	101	Ability for Mobile officers to query RMS system based on name, DL number or date of birth		
Mobile	102	Ability for Mobile officers to query CAD based on name, DL number or date of birth		
Mobile	103	Ability for Mobile officers to select "groups" in their view (e.g. their own jurisdiction) Refreshing Unit Status Monitor		
Mobile	104	Ability to configure self-initiated calls for service (turn off or on)		
Mobile	105	Ability to log into system with assigned equipment, ride-along info., special detail info., radio number, unit number, pac-set number, additional notes. etc...		
Mobile	106	Messaging and real-time chat (mobile-to-mobile, mobile to station)		
Mobile	107	Ability to customize messaging groups (one-to-many, one-to-all)		
Mobile	108	Ticker-tape critical messaging (always scrolling)		
Mobile	109	Retention of messages with filter-searching capabilities		
Mobile	110	Query to NCJIS (warrants, veh. Reg, stolen vehicles, stolen property, DMV, license plates, criminal history, weapons, etc...)		
Mobile	111	Ability to send and receive images (from dispatch to MDC, MDC to MDC, etc...)		
Mobile	112	Ability to view location pre-plans, floor plans, active shooter pre-plans, etc...		
Mobile	113	Ability to import floor plans into DWG or DGX formats		
Mobile	114	Ability to automatically query data sharing initiative feeds when query is initiated		
Mobile	115	Ability to view fleet on maps with drill-down for unit details		
Mobile	116	CAD address call routing via AVL mapping (routing to call) with driving directions		
Mobile	117	AVL Address search and plotting with routing with driving directions		

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Mobile	118	AVL Toolbar with zoom, pan, full screen, map layering, etc...)		
Mobile	119	Customizable one-touch status button		
Mobile	120	Ability to complete vehicle check-out procedure and reported vehicle damage / equipment failure, and initiate BO repair slip		
Mobile	121	Creation of Field Interview cards, citations, photo capture		
Mobile	122	Full compliance with all applicable CJIS/NCIC and Nebraska DOJ data security and data transmission regulations and mandates for hard-lined servers/workstations and mobile computers over commercial cellular networks		
Mobile	123	NLETS/NCIC capable		
Mobile	124	RMS searching		
Mobile	125	CAD Searching		
Mobile	126	DOJ Justice Mobile compatible		
Mobile	127	Mobile Device Management (MDM) capable		
Patrol Checks	128	On-line completion and submittal of request by public		
Patrol Checks	129	MDC access to system for self-initiated checks		
Patrol Checks	130	Logging of all activity related to patrol checks		
MFR	131	All department forms filling with MS Word like features (e.g. spell check, font/bold/italicize, underline, cut/paste, etc...)		
MFR	132	Auto-populate same-field entries across forms		
MFR	133	Ability for names entered that exist in RMS to prompt user to "Use Existing Name" and make updates to record, if required.		
MFR	134	Workflow with supervisor approval/corrections kick-back and report holding		
MFR	135	Notifications when reports are holding or due for corrections		
MFR	136	Forms remain active when connectivity is lost		
MFR	137	Ability to work on single MFR in car or in station and move reports between car/station		
MFR	138	Ability to view incomplete and denied MFR reports and deny notes by different employees		
MFR	139	Report writing and editing functionality from MDC's, including approvals/corrections		
MFR	140	Ability for an officer to start a report on the mobile and complete it on a workstation in the office.		
MFR	141	Ability for an officer to start a report on a workstation in the office and complete it on a mobile.		
MFR	142	Rich Text Format for all report writing		
MFR	143	Ability to identify property in a Crime report and data is sent to P&E module		
Traffic	144	Citation data statistical reporting		
Traffic	145	Traffic Accident data statistical reporting		
Traffic	146	Parking citation data statistical reporting		
Traffic	147	DUI data statistical reporting		
Traffic	148	Queries by location, primary collision factor, collision type, reporting district, highest degree of injury, and other filtering factors		

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Traffic	149	Intersection/mid-block historical and high incidence reporting		
Traffic	150	User-defined statistical traffic dashboard		
Traffic	151	Meets US Dept. of Transportation, Model Minimum Uniform Crash Criteria (MMUCC) standards		
Traffic	152	Ability to calculate vehicle collisions per million miles traveled		
Traffic	153	Robust Accident Diagramming program		
Traffic	154	Ability to interface with New World System for employee leave time and OT usage		
Traffic	155	Ability to assign unique report numbers to Accident reports		
Online Reporting	156	Ability for the public to file incident reports online via a web portal and transmit to an agency-specific in-box		
Online Reporting	157	Work-flow of the report to a supervisor for approval and ability to kick-back for corrections/additions to citizen		
Online Reporting	158	Initiation of case number on citizen completion		
RMS	159	Automatic courtesy letter generation on initial false alarms		
RMS	160	Management of collections and fines		
RMS	161	Ability to create UCR and/or IBRS Reporting for NE state reporting requirements		
RMS	162	Ability to allow wildcard searches		
RMS	163	Location specific patrol check information		
RMS	164	Officer initiated data entry (patrol checks) with date/time stamping		
RMS	165	Creation of daily briefing logs with date/time, shift, Watch Commander, duty roster, unit/beat assignments, briefing training, significant call notes, and additional information		
RMS	166	Archive and retrieval of daily logs.		
RMS	167	Ability to control and change archive settings.		
RMS	168	Distribution of Daily Roster/Logs via email to workgroups (e.g. dispatch, department)		
RMS	169	Ability to see and print CAD Calls for Service within RMS		
RMS	170	LiveScan Fingerprint Interface automatically populate fingerprint cards with biographical and arrest data, including booking photo		
RMS	171	Ability to capture all data, and perform all edits required for NE UCR reporting and make UCR related fields a mandatory requirement for report entry		
RMS	172	Ability to generate supplement numbers for subordinate related documents under an incident control number (IR number) —both from a mask or by initiating subordinate report directly		
RMS	173	System to provide a mechanism to expunge (completely remove from system) criminal history information.		
RMS	174	System provides a Link Analysis to connect all related records		
RMS	175	System shall provide a master names, vehicle and property index used for all names, vehicles or property entered into the system. These indexes must be used by all systems (CAD, RMS, MFR, JMS, Property and Evidence, Employee)		
RMS	176	System must have soundex and phonetic search capabilities for RMS records		
RMS	177	System has a tool to run to identify duplicate master records (e.g. names, vehicles)		
RMS	178	Strong word-processing functionality in the narrative field (similar to MS Word)		

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RMS	179	Free-form fields in each document section for comments, additional info, notes, and/or details that is searchable		
RMS	180	Auto-populate capability from other modules (CAD, JMS, Property and Evidence, Mobiles)		
RMS	181	Multiple layers of supervisory review and approval (workflow) of documents before finalized		
RMS	182	Audit trail in document showing history of actions (initiated, reopened, modified, printed, approved, unapproved, etc.) including operator/date/time/reason		
RMS	183	Search capability by multiple parameters (date range, report status, officer, crime, report type, vehicle license/description, name, location, property, character string, etc.)		
RMS	184	Ability of other users to view an Officer's draft report, including any deny records.		
RMS	185	Ability for other users to print an Officer's draft report		
RMS	186	Integrated email notifications to specified groups or individuals to assign an incident to the investigative detail, send an info cc, etc.		
RMS	187	Track all cases/subpoenas		
RMS	188	Track officer appearance dates/times and initiated subpoenas		
RMS	189	Ability to print original reports and track when reports were distributed (e.g. County Attorney copy)		
RMS	190	System has the ability to run a report to identify duplicate master records auto delete and/or auto-		
RMS	191	Ability to generate media reports from incident reports for scheduled distribution to the media with user defined information to be released		
Case Mgmt.	192	Ability to assign officers to cases		
Case Mgmt.	193	Ability to set timers on follow-up		
Case Mgmt.	194	Ability to make cases confidential on an ad-hoc basis		
Case Mgmt.	195	Ability to add notes to cases		
Case Mgmt.	196	Ability to create supplemental reports to cases		
Case Mgmt.	197	Ability for investigators not assigned to a case, to view case and case notes		
Case Mgmt.	198	Dashboard style of information (detective caseload totals, clearance rate, specific crime trending/tracking, etc....)		
Case Mgmt.	199	Ability to receive alerts on user defined fields (e.g. an investigator will receive an alert if a specific person or vehicle is entered in the system by patrol)		
Case Mgmt.	200	Victim letter generation on closed cases		
Case Mgmt.	201	Automated email notification on expired timers related to assigned cases		
Case Mgmt.	202	Creation of To-Do/Action-Item lists within case notes		
Case Mgmt.	203	Ability to attach files to case notes		
Case Mgmt.	204	Case disposition tracking		
Case Mgmt.	205	Creation of Detective weekend on-call roster		
Case Mgmt.	206	Ability to re-assign case to new detective/case agent		
Case Mgmt.	207	Supervisor-level approvals and case clearance decisions		
Case Mgmt.	208	Casework tip-tracking / lead generation (tip sheets)		
Case Mgmt.	209	Case Relationship Charting		
Case Mgmt.	210	Case timeline charting		

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Case Mgmt.	211	Ability to share and restrict data among agencies via security		
Jail	212	Full JMS integration with RMS		
Jail	213	Workflow from mobile with arrest report		
Jail	214	Commissary		
Jail	215	Dashboards — Facility Overview, Inmates, Confinement, Release, Medical, Visitation		
Jail	216	Inmate Tracking/Ledger (Meets the standards set by BSCC)		
Jail	217	Property Management (Intake and Issuance)		
Jail	218	Work Release		
Jail	219	Integrated with the ILJAO booking photo system (Hunter Systems)		
Jail	220	Special Watch and Observation Log		
Jail	221	Integration with the OCSD Probable Cause Declaration system		
Jail	222	Creation of OCSD OCJ booking paperwork		
Jail	223	Auto-populating redundant fields across all forms		
Jail	224	Live scan Integration (RAN Board)		
Jail	225	Mugshot tied to RMS record and accessible in Daily Bulletin		
Jail	226	Mugshot interface with JAMIN		
Alarm Monitoring	227	Ability to receive incoming alarm activations to specified locations		
Alarm Monitoring	228	Security rights to be able for Records to edit an alarm activation after a dispatch entry		
Alarm Monitoring	229	Immediate display of essential information of specific activation		
Alarm Monitoring	230	CAD call creation from alarm activation information		
Alarm Monitoring	231	Ability to bring up video feed provided by alarm system (automatic)		
Alarm Monitoring	232	Ability to query by name or address		
Alarm Monitoring	233	Ability to produce notification to alarmed businesses via template for letter and email.		
Armory Mgmt.	234	Tracking of firearms and maintenance issues		
Armory Mgmt.	235	Tracking of officer scores/monthly qualifications		
Armory Mgmt.	236	Automatic system reminders for firearm maintenance		
Armory Mgmt.	237	Chain of custody log for each firearm (transferring ability)		
Armory Mgmt.	238	Range-use scheduling (viewable calendar)		
Armory Mgmt.	239	Back-up firearm use and off-duty firearm registration		
Armory Mgmt.	240	Fail-to-Qualify notifications/officer reminder		
Asset Forfeiture	241	Integration with external finance system		
Asset Forfeiture	242	Tracking and document imaging of DAGS		
Asset Forfeiture	243	Auto-calculation of AF percentages		
Asset Forfeiture	244	TFO AF totaling (DEA, HSI PACNET, RNSP)		
Asset Mgmt./Quartermaster	245	Ability to track assignment, condition, location, history and upkeep of department equipment		
Asset Mgmt./Quartermaster	246	Ability to coordinate future/preventative maintenance schedules		
Asset Mgmt./Quartermaster	247	Track consumable items (e.g. ammunition, cleaning supplies, etc...)		
Asset Mgmt./Quartermaster	248	Track supplier contact info., ordering instructions, order history, supplier fulfillment		

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Category	#	Capabilities	Vendor Response	Comments (required for any M, U or T response)
Asset Mgmt./Quartermaster	249	Ability to view item's balance, reorder point, full-stock quantity		
Asset Mgmt./Quartermaster	250	Ability to produce inventory management reports		
Crime Analysis	251	Ability to customize statistical reports		
Crime Analysis	252	Calculate trends and patterns with refreshing customizable dashboard		
Crime Analysis	253	Graph and chart views within dashboard		
Crime Analysis	254	Calculation and display of Crime Index		
Crime Analysis	255	Calculation and display of Case Clearance Rate		
Crime Lab	256	Evidence processing tracking log		
Crime Lab	257	Integration with Property and Evidence module		
Digital Media	258	Ability to record interviews (audio/video file) via tablet/smart-phone and add to case notes		
Digital Media	259	Upload and manage of photos/video files		
Digital Media	260	Upload and manage of Digital Audio Recordings (DAR)		
Digital Media	261	Searchable fields and play-back / viewing capabilities		
Digital Media	262	Audit trails and chain of custody reports		
Digital Media	263	Encryption and authentication for each digital file		
Digital Media	264	File compatibility support for all file formats		
Digital Media	265	Security and access control based on user-defined access levels		
Digital Media	266	Export of media to other storage medium		
Digital Media	267	Chain of custody and audit trails		
Digital Media	268	Officer initiated upload kiosk of CSI photos		
Document Imaging	269	OCR (Optical Character Recognition) functionary in document imaging		
Document Imaging	270	Scan documents into system and tie to specific record		
Document Imaging	271	Security levels for viewing/printing/saving/copying		
Document Imaging	272	Seamless integration into Laserfische		
Document Imaging	273	Searchable fields with wildcard ability		
Fleet	274	Ability to track fleet, vehicle assignments and maintenance dates		
Fleet	275	Generate monthly fleet maintenance reports and distribute via email		
Fleet	276	Ability to track daily vehicle check-out procedure and reported vehicle damage		
Fleet	277	Ability to document equipment failure and initiate BO repair slip		
Graffiti Mgmt.	278	Interface with TAGRS (incident downloading)		
IA	279	Internal Affairs Case Management		
Intelligence	280	Ability to create intelligence reports or field investigations contacts and allow for management and tracking of the same		
Intelligence	281	Ability to allow for scheduled sharing by user defined permissions (e.g. task force members, patrol & investigations)		
Informants	282	Capturing of personal information		
Informants	283	CI number issuance and tracking		
Informants	284	CI updates/notes		

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Category	#	Capabilities	Vendor Response	Comments (required for any M, U or T response)
Informants	285	Deconfliction verification (reliability tracker)		
Informants	286	Tracking of CI payments and buy-money/petty cash funds		
K9	287	Tracking daily/weekly/monthly training activities		
K9	288	Ability to complete reports from MDC/Tablet/Smart-Phones		
K9	289	Reminder for annual re-certification /POST certification		
K9	290	Track narcotics training aids		
K9	291	Canine Activity reports creation and tracking		
K9	292	Cost summary reporting (food, equipment, medical, training, etc...)		
K9	293	Auto-calculation of officer-hour searches vs. use of canine team		
Pawn	294	Integration with the state pawn system (soon-to-be released by DOJ)		
Pawn	295	Complete pawn slip tracking		
Pawn	296	Chronic pawn alerts and reports		
Personnel	297	Employee master address book/phone list		
Personnel	298	Track detailed employee information		
Personnel	299	Track special assignment tours		
Personnel	300	Track annual evaluation due-dates (tickler)		
Personnel	301	Ability to track employee medical history (blood type, allergies, insurance, primary care physician, , special needs, catastrophic considerations, medical events		
Personnel	302	Ability to interface with New World System for employee leave time and OT usage		
Pin Mapping	303	Canned report crime-type pin mapping (date/time, location, etc..)		
Pin Mapping	304	Hot spotting of clusters		
Pin Mapping	305	User-defined crime-type pin mapping (filtering)		
Pin Mapping	306	Ability to drill down into icon for call details		
Pin Mapping	307	Viewable map layers (user selected)		
Pin Mapping	308	Zoom/Pan and printing		
Pin Mapping	309	Access for public to filter on crime-types, date/time range, districts/beats and display data on City map (based on non-specific address 100-block filter)		
Portal	310	Secure CJIS compliant web-based access/portal to all systems intended for remote workers (e.g. Mobile Command Post, secondary dispatch location, EOC, etc...)		
Portal	311	Complete CAD/RMS functionality via portal		
Predictive Policing	312	Provide daily reports with predictive algorithm of specific crime-types and specific shifts		
Predictive Policing	313	Hot spotting/clustering		
Proj Mgmt.	314	Ability to create, update and track projects		
Proj Mgmt.	315	Ability to create To-Do Lists/Action-Items with by-the-minute history and completion indicators		
Proj Mgmt.	316	Ability to build/add team members		
Proj Mgmt.	317	Creation of time-lines and due-dates (calendar and Gant Chart views)		
Proj Mgmt.	318	Milestone email notifications		

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Category	#	Capabilities	Vendor Response	Comments (required for any M, U or T response)
Proj Mgmt.	319	Daily progress reports		
Proj Mgmt.	320	Ability to attach files		
Property	321	Ability for Property officer to receive an automatic notification when a case is closed and property needs to be dispo'd.		
Property	322	Ability to accurately track Property Detail daily functions such as entry, moving, checking in/out, and disposition of property/evidence		
Property	323	Integrated bar-coding capability		
Property	324	Must assign a unique identifier (tag) in bar code format to each item of evidence		
Property	325	Integrated electronic signature pads		
Property	326	Search by any data field such as, name, IR, booking number, tag number, serial number, employee name or ID number, etc.		
Property	327	Ability to have tags linked to multiple IRs and can cross-reference each IR		
Property	328	Automatic Property/Evidence retention tracking with automated notifications/requests for disposal		
Property	329	Ability to run disposition reports		
Registrants	330	Tracking of BATS / arson registrants (personal info. and photos)		
Registrants	331	Integration with State registrant forms (first-timers and renewals)		
Registrants	332	Renewal registration reminder		
Reporting	333	Able to produce UCR reports (checks and balance system on amount or time)		
Reporting	334	Year-to-year/year-to-date and monthly comparisons (trend reporting)		
Reporting	335	Create Ad-hoc trend and statistical reports and queries		
Reporting	336	Ability to modify standard reports (headers)		
Reporting	337	Ability to create, save, print and distribute reports		
Reporting	338	User-selected filters for report generation		
Warrants	339	Ability to enter and manage warrants including time of entry and time of service tracking. This can be accomplished with an additional module or within RMS.		
Warrants	340	Tracking of agency-assigned warrant with suspect info. and photo		
Warrants	341	Ability to flag subjects in RMS with warrants service tracking		
Warrants	342	Ability to interface with JUSTICE and JAMIN		
Warrants	343	Ability to track receipt, entry and assignment, services and fees associated with warrant service, (ie. mileage etc)		
Warrants	344	Ability to create statistical reports and monthly activity reports with the ability to mail merge or create user-defined documents for these purposes		
Warrants	345	Integration with NCJIS		
Warrants	346	Integration with NLETS		
Civil Process	347	Ability to enter and manage court documents, warrants and civil process, including time of entry and time of service tracking. This can be accomplished with an additional module or within RMS.		
Civil Process	348	Ability to link data and information to RMS and Master Name File(s) and flag queries of existing services by other users in RMS		

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Category	#	Capabilities	Vendor Response	Comments (required for any M, U or T response)
Civil Process	349	Ability to track the receipt and service of court documents, warrants and civil process as well as allow user to define costs associated with service and interface with JUSTICE for state reporting. Also allow for billing of law offices, plaintiff's etc.		
Civil Process	350	Ability to define types of processes entered and processed		
Civil Process	351	Ability to assign rights for user access		
Civil Process	352	Ability to assign processes to officers for service and tracking		
Civil Process	353	Ability to mail merge or create forms for use in service of civil process as well as mailings for billing of parties requesting service		
Training	354	Ability to track department training		
Training	355	Ability to limit access with user defined permissions		
Training	356	Ability to query by name, training title etc. to allow for the creation of training reports and annual training reports to the state		

City of Scottsbluff, Nebraska

Monday, May 2, 2016

Regular Meeting

Item Claims1

Regular claims

Staff Contact: Liz Hilyard, Finance Director



Expense Approval Report

By Vendor Name

Post Dates 4/19/2016 - 5/2/2016

Description (Payable)	Account Name	(None)	(None)	(None)	Amount
Vendor: 00393 - ACTION COMMUNICATIONS INC.					
Fund: 111 - GENERAL					
EQUIP MAINT	EQUIPMENT MAINTENANCE				172.25
EQUIP MAINT	EQUIPMENT MAINTENANCE				70.95
Fund 111 - GENERAL Total:					243.20
Vendor 00393 - ACTION COMMUNICATIONS INC. Total:					243.20
Vendor: 05575 - ADVERTISING SPECIALTIES LLC					
Fund: 111 - GENERAL					
UNIFORMS	UNIFORMS & CLOTHING				65.00
Fund 111 - GENERAL Total:					65.00
Vendor 05575 - ADVERTISING SPECIALTIES LLC Total:					65.00
Vendor: 05970 - AIR CLEANING TECHNOLOGIES INC					
Fund: 111 - GENERAL					
Supplies for Plyovent exhaust sy...BUILDING MAINTENANCE					1,039.39
Fund 111 - GENERAL Total:					1,039.39
Vendor 05970 - AIR CLEANING TECHNOLOGIES INC Total:					1,039.39
Vendor: 09021 - AIRGAS USA, LLC					
Fund: 621 - ENVIRONMENTAL SERVICES					
dept supplies	DEPARTMENT SUPPLIES				85.00
Fund 621 - ENVIRONMENTAL SERVICES Total:					85.00
Vendor 09021 - AIRGAS USA, LLC Total:					85.00
Vendor: 03711 - AMAZON.COM HEADQUARTERS					
Fund: 111 - GENERAL					
Misc.	DEPARTMENT SUPPLIES				106.30
Misc.	BOOKS				40.78
Fund 111 - GENERAL Total:					147.08
Fund: 211 - REGIONAL LIBRARY					
Misc.	AUDIOVISUAL SUPPLIES				320.33
Fund 211 - REGIONAL LIBRARY Total:					320.33
Vendor 03711 - AMAZON.COM HEADQUARTERS Total:					467.41
Vendor: 09385 - ASSOCIATION OF ST FLOODPLAIN MNGRS INC					
Fund: 111 - GENERAL					
DEPT MMBRSHIP	MEMBERSHIPS				140.00
Fund 111 - GENERAL Total:					140.00
Vendor 09385 - ASSOCIATION OF ST FLOODPLAIN MNGRS INC Total:					140.00
Vendor: 01986 - AULICK LEASING CORP					
Fund: 111 - GENERAL					
GROUNDS MAINT	GROUNDS MAINTENANCE				455.16
Fund 111 - GENERAL Total:					455.16
Vendor 01986 - AULICK LEASING CORP Total:					455.16
Vendor: 00295 - B & H INVESTMENTS, INC					
Fund: 111 - GENERAL					
DEPT SUPP	DEPARTMENT SUPPLIES				20.50
BLDG MAINT	BUILDING MAINTENANCE				10.25
BLDG MAINT	BUILDING MAINTENANCE				10.25
Fund 111 - GENERAL Total:					41.00
Fund: 621 - ENVIRONMENTAL SERVICES					
dept supplies	DEPARTMENT SUPPLIES				16.50

Expense Approval Report

Post Dates: 4/19/2016 - 5/2/2016

Description (Payable)	Account Name	(None)	(None)	(None)	Amount
dept supplies	DEPARTMENT SUPPLIES				20.50
Fund 621 - ENVIRONMENTAL SERVICES Total:					37.00
Vendor 00295 - B & H INVESTMENTS, INC Total:					78.00
Vendor: 00405 - BLUFFS SANITARY SUPPLY INC.					
Fund: 621 - ENVIRONMENTAL SERVICES					
dept supplies	DEPARTMENT SUPPLIES				212.88
Fund 621 - ENVIRONMENTAL SERVICES Total:					212.88
Vendor 00405 - BLUFFS SANITARY SUPPLY INC. Total:					212.88
Vendor: 00735 - CAPITAL BUSINESS SYSTEMS INC.					
Fund: 111 - GENERAL					
CONTRACTUAL	CONTRACTUAL SERVICES				86.64
Fund 111 - GENERAL Total:					86.64
Vendor 00735 - CAPITAL BUSINESS SYSTEMS INC. Total:					86.64
Vendor: 00055 - CARR- TRUMBULL LUMBER CO, INC.					
Fund: 641 - WATER					
DEPT SUP	DEPARTMENT SUPPLIES				117.96
Fund 641 - WATER Total:					117.96
Vendor 00055 - CARR- TRUMBULL LUMBER CO, INC. Total:					117.96
Vendor: 07911 - CELLCO PARTNERSHIP					
Fund: 111 - GENERAL					
CELL PHONES	TELEPHONE				506.98
Fund 111 - GENERAL Total:					506.98
Vendor 07911 - CELLCO PARTNERSHIP Total:					506.98
Vendor: 02396 - CITIBANK N.A.					
Fund: 111 - GENERAL					
DEPT SUPPL	DEPARTMENT SUPPLIES				182.80
POSTAGE	POSTAGE				86.27
Department supplies	DEPARTMENT SUPPLIES				50.73
Fund 111 - GENERAL Total:					319.80
Fund: 213 - CEMETERY					
DEPT SUPP	DEPARTMENT SUPPLIES				37.19
Fund 213 - CEMETERY Total:					37.19
Vendor 02396 - CITIBANK N.A. Total:					356.99
Vendor: 05859 - CITIBANK, N.A.					
Fund: 111 - GENERAL					
INVEST SUPPL	INVESTIGATION SUPPLIES				22.76
Fund 111 - GENERAL Total:					22.76
Fund: 213 - CEMETERY					
DEPT SUPP	DEPARTMENT SUPPLIES				89.91
DEPT SUPP	DEPARTMENT SUPPLIES				96.99
Fund 213 - CEMETERY Total:					186.90
Vendor 05859 - CITIBANK, N.A. Total:					209.66
Vendor: 01976 - CLARK PRINTING LLC					
Fund: 111 - GENERAL					
DEPT SUPP	DEPARTMENT SUPPLIES				265.80
Fund 111 - GENERAL Total:					265.80
Fund: 213 - CEMETERY					
DEPT SUPP	DEPARTMENT SUPPLIES				168.65
Fund 213 - CEMETERY Total:					168.65
Vendor 01976 - CLARK PRINTING LLC Total:					434.45
Vendor: 03010 - COLONIAL LIFE & ACCIDENT INSURANCE COMPANY					
Fund: 713 - CASH & INVESTMENT POOL					
LIFE/DISABILITY INS	LIFE INS EE PAYABLE				22.75

Expense Approval Report

Post Dates: 4/19/2016 - 5/2/2016

Description (Payable)	Account Name	(None)	(None)	(None)	Amount
LIFE/DISABILITY 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: 02995 - CONSOLIDATED MANAGEMENT COMPANY					
Fund: 111 - GENERAL					
SCHOOLS & CONF	SCHOOL & CONFERENCE				106.75
SCHOOLS & CONF	SCHOOL & CONFERENCE				106.75
Fund 111 - GENERAL Total:					213.50
Vendor 02995 - CONSOLIDATED MANAGEMENT COMPANY Total:					213.50
Vendor: 02655 - CONTINUUM EAP					
Fund: 111 - GENERAL					
TRAINING	SCHOOL & CONFERENCE				550.00
Fund 111 - GENERAL Total:					550.00
Vendor 02655 - CONTINUUM EAP Total:					550.00
Vendor: 00267 - CONTRACTORS MATERIALS INC.					
Fund: 111 - GENERAL					
dept supp	DEPARTMENT SUPPLIES				53.65
dept supp	DEPARTMENT SUPPLIES				384.36
GROUNDS MAINT	GROUNDS MAINTENANCE				45.28
GROUNDS MAINT	GROUNDS MAINTENANCE				49.24
EQUIP MAINT	EQUIPMENT MAINTENANCE				44.10
GROUNDS MAINT	GROUNDS MAINTENANCE				23.52
EQUIP MAINT	EQUIPMENT MAINTENANCE				29.40
VEH MAINT	VEHICLE MAINTENANCE				1,596.42
dept supp	DEPARTMENT SUPPLIES				101.92
dept supp	DEPARTMENT SUPPLIES				8.11
Fund 111 - GENERAL Total:					2,336.00
Fund: 212 - TRANSPORTATION					
SUPP - CONCRETE BLADE, STAK...	DEPARTMENT SUPPLIES				283.71
SUPP - STAKES	DEPARTMENT SUPPLIES				83.30
SUPP - CAULK	DEPARTMENT SUPPLIES				12.54
SUPP - POLY	DEPARTMENT SUPPLIES				28.42
Fund 212 - TRANSPORTATION Total:					407.97
Fund: 213 - CEMETERY					
DEPT SUPP	DEPARTMENT SUPPLIES				45.08
Fund 213 - CEMETERY Total:					45.08
Fund: 641 - WATER					
DEPT SUP	DEPARTMENT SUPPLIES				20.97
Fund 641 - WATER Total:					20.97
Vendor 00267 - CONTRACTORS MATERIALS INC. Total:					2,810.02
Vendor: 09221 - COREY FULLER					
Fund: 111 - GENERAL					
GASOLINE	GASOLINE				10.00
Fund 111 - GENERAL Total:					10.00
Vendor 09221 - COREY FULLER Total:					10.00
Vendor: 00714 - COZY, INC					
Fund: 111 - GENERAL					
lettering and decals on new KM...	DEPARTMENT SUPPLIES				850.00
Fund 111 - GENERAL Total:					850.00
Vendor 00714 - COZY, INC Total:					850.00
Vendor: 07689 - CYNTHIA GREEN					
Fund: 111 - GENERAL					
Dep sup	DEPARTMENT SUPPLIES				19.99
DEPT SUPPL	DEPARTMENT SUPPLIES				175.59
DEPT SUP	DEPARTMENT SUPPLIES				27.99

Expense Approval Report

Post Dates: 4/19/2016 - 5/2/2016

Description (Payable)	Account Name	(None)	(None)	(None)	Amount
DEPT SUPPL	DEPARTMENT SUPPLIES				22.06
DEPT SUPP	DEPARTMENT SUPPLIES				8.99
DEPT SUPP	DEPARTMENT SUPPLIES				28.37
Fund 111 - GENERAL Total:					282.99
Vendor 07689 - CYNTHIA GREEN Total:					282.99

Vendor: 00234 - D & H ELECTRONICS INC.

Fund: 631 - WASTEWATER					
EQUIP MAINT	EQUIPMENT MAINTENANCE				17.41
Fund 631 - WASTEWATER Total:					17.41
Vendor 00234 - D & H ELECTRONICS INC. Total:					17.41

Vendor: 03321 - DALE'S TIRE & RETREADING, INC.

Fund: 111 - GENERAL					
EQUIP MAINT	EQUIPMENT MAINTENANCE				39.86
Fund 111 - GENERAL Total:					39.86
Fund: 213 - CEMETERY					
EQUIP MAINT	EQUIPMENT MAINTENANCE				37.56
Fund 213 - CEMETERY Total:					37.56
Vendor 03321 - DALE'S TIRE & RETREADING, INC. Total:					77.42

Vendor: 06739 - DANKO EMERGENCY EQUIPMENT COMPANY

Fund: 111 - GENERAL					
Equipment Tools for new KME ...	DEPARTMENT SUPPLIES				632.19
Equipment tool holders for new...	DEPARTMENT SUPPLIES				267.53
Entry tool kit	DEPARTMENT SUPPLIES				127.21
carry straps for tools	DEPARTMENT SUPPLIES				100.13
BDU pants for volunteer staff m...	VOLUNTEER FIREMAN				49.05
UNIFORMS	UNIFORMS & CLOTHING				184.34
Fund 111 - GENERAL Total:					1,360.45
Vendor 06739 - DANKO EMERGENCY EQUIPMENT COMPANY Total:					1,360.45

Vendor: 07421 - DUANE E. WOHLERS

Fund: 621 - ENVIRONMENTAL SERVICES					
disposal fees	DISPOSAL FEES				450.00
Fund 621 - ENVIRONMENTAL SERVICES Total:					450.00
Vendor 07421 - DUANE E. WOHLERS Total:					450.00

Vendor: 00149 - ELKS CLUB

Fund: 111 - GENERAL					
SPECIAL EVENT	SPECIAL EVENTS				150.00
RECOGNITION DINNER	MISCELLANEOUS				1,722.80
Fund 111 - GENERAL Total:					1,872.80
Vendor 00149 - ELKS CLUB Total:					1,872.80

Vendor: 03950 - ENERGY LABORATORIES, INC

Fund: 641 - WATER					
SAMPLES	SAMPLES				108.00
Fund 641 - WATER Total:					108.00
Vendor 03950 - ENERGY LABORATORIES, INC Total:					108.00

Vendor: 02460 - FASTENAL COMPANY

Fund: 621 - ENVIRONMENTAL SERVICES					
dept supplies	DEPARTMENT SUPPLIES				8.22
Fund 621 - ENVIRONMENTAL SERVICES Total:					8.22
Vendor 02460 - FASTENAL COMPANY Total:					8.22

Vendor: 00548 - FEDERAL EXPRESS CORPORATION

Fund: 111 - GENERAL					
POSTAGE	POSTAGE				19.98
Fund 111 - GENERAL Total:					19.98

Expense Approval Report

Post Dates: 4/19/2016 - 5/2/2016

Description (Payable)	Account Name	(None)	(None)	(None)	Amount
Fund: 641 - WATER					
POSTAGE	POSTAGE				50.46
				Fund 641 - WATER Total:	50.46
				Vendor 00548 - FEDERAL EXPRESS CORPORATION Total:	70.44
Vendor: 00794 - FLOYD'S TRUCK CENTER, INC					
Fund: 621 - ENVIRONMENTAL SERVICES					
vehicle mtnc	VEHICLE MAINTENANCE				2,072.60
vehicle mtnc	VEHICLE MAINTENANCE				21.48
vehicle mtnc	VEHICLE MAINTENANCE				93.13
vehicle mtnc	VEHICLE MAINTENANCE				114.61
				Fund 621 - ENVIRONMENTAL SERVICES Total:	2,301.82
				Vendor 00794 - FLOYD'S TRUCK CENTER, INC Total:	2,301.82
Vendor: 00785 - FRED PRYOR SEMINARS					
Fund: 111 - GENERAL					
TRAINING - J.DIEDRICH	SCHOOL & CONFERENCE				29.75
TRAINING	SCHOOL & CONFERENCE				149.00
				Fund 111 - GENERAL Total:	178.75
Fund: 621 - ENVIRONMENTAL SERVICES					
TRAINING - J.DIEDRICH	SCHOOL & CONFERENCE				29.75
				Fund 621 - ENVIRONMENTAL SERVICES Total:	29.75
Fund: 631 - WASTEWATER					
TRAINING - J.DIEDRICH	SCHOOL & CONFERENCE				29.75
				Fund 631 - WASTEWATER Total:	29.75
Fund: 641 - WATER					
TRAINING - J.DIEDRICH	SCHOOL & CONFERENCE				29.75
				Fund 641 - WATER Total:	29.75
				Vendor 00785 - FRED PRYOR SEMINARS Total:	268.00
Vendor: 07904 - FREMONT MOTOR SCOTTSBLUFF, LLC					
Fund: 111 - GENERAL					
VEH MAINT	VEHICLE MAINTENANCE				410.71
				Fund 111 - GENERAL Total:	410.71
Fund: 212 - TRANSPORTATION					
ONE, NEW 3/4 T. PICKUP	EQUIPMENT				27,540.54
				Fund 212 - TRANSPORTATION Total:	27,540.54
				Vendor 07904 - FREMONT MOTOR SCOTTSBLUFF, LLC Total:	27,951.25
Vendor: 00016 - GARTON, LYNN					
Fund: 631 - WASTEWATER					
SCHOOL & CONF	SCHOOL & CONFERENCE				13.88
				Fund 631 - WASTEWATER Total:	13.88
				Vendor 00016 - GARTON, LYNN Total:	13.88
Vendor: 00022 - GENERAL ELECTRIC CAPITAL CORPORATION					
Fund: 111 - GENERAL					
Department supplies	DEPARTMENT SUPPLIES				69.51
Dep sup	DEPARTMENT SUPPLIES				6.66
DVD	AUDIOVISUAL SUPPLIES				19.96
Department supplies	DEPARTMENT SUPPLIES				17.97
				Fund 111 - GENERAL Total:	114.10
Fund: 621 - ENVIRONMENTAL SERVICES					
dept supplies	DEPARTMENT SUPPLIES				27.95
				Fund 621 - ENVIRONMENTAL SERVICES Total:	27.95
				Vendor 00022 - GENERAL ELECTRIC CAPITAL CORPORATION Total:	142.05

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Description (Payable)	Account Name	(None)	(None)	(None)	Amount
Vendor: 04371 - HAWKINS, INC.					
Fund: 641 - WATER					
CHEMICALS	CHEMICALS				2,027.60
Fund 641 - WATER Total:					2,027.60
Vendor 04371 - HAWKINS, INC. Total:					2,027.60
Vendor: 00861 - HEILBRUN'S INC.					
Fund: 111 - GENERAL					
EQUIP MAINT	EQUIPMENT MAINTENANCE				433.38
EQUIP MAINT	EQUIPMENT MAINTENANCE				85.38
EQUIP MAINT	EQUIPMENT MAINTENANCE				-216.69
EQUIP MAINT	EQUIPMENT MAINTENANCE				16.00
VEH MAINT	VEHICLE MAINTENANCE				11.99
EQUIP MAINT	EQUIPMENT MAINTENANCE				285.84
EQUIP MAINT	EQUIPMENT MAINTENANCE				9.34
VEH MAINT	VEHICLE MAINTENANCE				17.30
VEH MAINT	VEHICLE MAINTENANCE				85.97
VEH MAINT	VEHICLE MAINTENANCE				39.76
VEH MAINT	VEHICLE MAINTENANCE				25.74
EQUIP MAINT	EQUIPMENT MAINTENANCE				52.56
VEH MAINT	VEHICLE MAINTENANCE				18.47
VEH MAINT	VEHICLE MAINTENANCE				11.99
VEH MAINT	VEHICLE MAINTENANCE				88.67
Fund 111 - GENERAL Total:					965.70
Fund: 212 - TRANSPORTATION					
WASHER FLUID FOR CENTRAL G...	DEPARTMENT SUPPLIES				27.30
PARTS - V BELT	VEHICLE MAINTENANCE				-33.90
FILTERS FOR D. TRUCK	VEHICLE MAINTENANCE				63.69
SUPP - FUSE FOR CENTRAL GAR...	DEPARTMENT SUPPLIES				2.62
DECAL ERASER KIT FOR CENTRA...	DEPARTMENT SUPPLIES				168.75
ANTIFREEZE FOR CENTRAL GAR...	OIL & ANTIFREEZE				117.60
SUPP - TAPE FOR CENTRAL GAR...	DEPARTMENT SUPPLIES				17.80
AIR FILTER FOR SWEEPER	EQUIPMENT MAINTENANCE				18.36
CAP SCREW FOR CENTRAL GAR...	DEPARTMENT SUPPLIES				1.98
AIR FILTERS FOR SWEEPER	EQUIPMENT MAINTENANCE				37.98
TOOLBOX FOR NEW PICKUP	DEPARTMENT SUPPLIES				250.00
SUPP - CARB CLEANER	DEPARTMENT SUPPLIES				42.60
Fund 212 - TRANSPORTATION Total:					714.78
Fund: 213 - CEMETERY					
EQUIP MAINT	EQUIPMENT MAINTENANCE				13.28
EQUIP MAINT	EQUIPMENT MAINTENANCE				77.97
Fund 213 - CEMETERY Total:					91.25
Fund: 621 - ENVIRONMENTAL SERVICES					
dept supplies	DEPARTMENT SUPPLIES				201.40
dept supplies	DEPARTMENT SUPPLIES				13.40
vehicle mtnc	VEHICLE MAINTENANCE				38.38
vehicle mtnc	VEHICLE MAINTENANCE				60.08
vehicle mtnc	VEHICLE MAINTENANCE				77.25
equip mtnc	EQUIPMENT MAINTENANCE				97.47
vehicle mtnc	VEHICLE MAINTENANCE				9.83
dept supplies	DEPARTMENT SUPPLIES				8.69
dept supplies	DEPARTMENT SUPPLIES				1.99
equip mtnc	EQUIPMENT MAINTENANCE				6.00
Fund 621 - ENVIRONMENTAL SERVICES Total:					514.49
Fund: 641 - WATER					
VEH MAINT	VEHICLE MAINTENANCE				12.83
VEH MAINT	VEHICLE MAINTENANCE				22.72
DEPT SUP	DEPARTMENT SUPPLIES				38.96

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Description (Payable)	Account Name	(None)	(None)	(None)	Amount
VEH MAINT	VEHICLE MAINTENANCE				12.65
				Fund 641 - WATER Total:	87.16
				Vendor 00861 - HEILBRUN'S INC. Total:	2,373.38
Vendor: 00096 - HOLIDAY INN - KEARNEY					
Fund: 111 - GENERAL					
Two rooms for staff snow storm...	SCHOOL & CONFERENCE				185.90
SCHOOLS & CONF	SCHOOL & CONFERENCE				89.00
				Fund 111 - GENERAL Total:	274.90
				Vendor 00096 - HOLIDAY INN - KEARNEY Total:	274.90
Vendor: 09491 - HOLIDAY INN EXPRESS LINCOLN AIRPORT					
Fund: 111 - GENERAL					
SCHOOLS & CONF	SCHOOL & CONFERENCE				267.00
				Fund 111 - GENERAL Total:	267.00
				Vendor 09491 - HOLIDAY INN EXPRESS LINCOLN AIRPORT Total:	267.00
Vendor: 00166 - ICMA RETIREMENT TRUST-457					
Fund: 713 - CASH & INVESTMENT POOL					
DEF COMP	DEFERRED COMP EE PAY				1,305.14
				Fund 713 - CASH & INVESTMENT POOL Total:	1,305.14
				Vendor 00166 - ICMA RETIREMENT TRUST-457 Total:	1,305.14
Vendor: 09614 - ICMA ROTH IRA					
Fund: 713 - CASH & INVESTMENT POOL					
IRA	DEFERRED COMP EE PAY				530.00
				Fund 713 - CASH & INVESTMENT POOL Total:	530.00
				Vendor 09614 - ICMA ROTH IRA Total:	530.00
Vendor: 00525 - IDEAL LAUNDRY AND CLEANERS, INC.					
Fund: 111 - GENERAL					
janit supp	JANITORIAL SUPPLIES				20.00
JANIT SUPP	JANITORIAL SUPPLIES				23.40
JANIT SUPP	JANITORIAL SUPPLIES				59.72
dept supp	DEPARTMENT SUPPLIES				78.34
JANIT SUPP	JANITORIAL SUPPLIES				285.06
DEPT SUPP	DEPARTMENT SUPPLIES				54.29
				Fund 111 - GENERAL Total:	520.81
Fund: 212 - TRANSPORTATION					
SUPP - MATS, TOWELS, CVRLLS	DEPARTMENT SUPPLIES				62.59
SUPP - MATS, TOWELS, CVRLLS	DEPARTMENT SUPPLIES				62.59
				Fund 212 - TRANSPORTATION Total:	125.18
Fund: 621 - ENVIRONMENTAL SERVICES					
dept supplies	DEPARTMENT SUPPLIES				58.28
				Fund 621 - ENVIRONMENTAL SERVICES Total:	58.28
Fund: 641 - WATER					
CONTRACTUAL SVC	CONTRACTUAL SERVICES				30.36
				Fund 641 - WATER Total:	30.36
				Vendor 00525 - IDEAL LAUNDRY AND CLEANERS, INC. Total:	734.63
Vendor: 00937 - INDEPENDENT PLUMBING AND HEATING, INC					
Fund: 111 - GENERAL					
grounds maint	GROUPS MAINTENANCE				8.86
grounds maint	GROUPS MAINTENANCE				87.94
GROUPS MAINT	GROUPS MAINTENANCE				4.61
GROUPS MAINT	GROUPS MAINTENANCE				1.26
				Fund 111 - GENERAL Total:	102.67
				Vendor 00937 - INDEPENDENT PLUMBING AND HEATING, INC Total:	102.67
Vendor: 09291 - INGRAM LIBRARY SERVICES INC					
Fund: 211 - REGIONAL LIBRARY					
Bks	BOOKS				103.33

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Description (Payable)	Account Name	(None)	(None)	(None)	Amount
Bks	BOOKS				316.83
				Fund 211 - REGIONAL LIBRARY Total:	420.16
				Vendor 09291 - INGRAM LIBRARY SERVICES INC Total:	420.16
Vendor: 08154 - INTERNAL REVENUE SERVICE					
Fund: 713 - CASH & INVESTMENT POOL					
WITHHOLDINGS	MEDICARE W/H EE PAYABLE				3,660.47
WITHHOLDINGS	MEDICARE W/H EE PAYABLE				3,660.47
WITHHOLDINGS	FICA W/H EE PAYABLE				13,607.58
WITHHOLDINGS	FICA W/H EE PAYABLE				13,607.58
WITHHOLDINGS	FED W/H EE PAYABLE				26,413.21
withholdings	MEDICARE W/H EE PAYABLE				4.83
withholdings	MEDICARE W/H EE PAYABLE				4.83
withholdings	FICA W/H EE PAYABLE				20.64
withholdings	FICA W/H EE PAYABLE				20.64
withholdings	FED W/H EE PAYABLE				48.42
				Fund 713 - CASH & INVESTMENT POOL Total:	61,048.67
				Vendor 08154 - INTERNAL REVENUE SERVICE Total:	61,048.67
Vendor: 00806 - INTERNATIONAL ASSOCIATION OF ELECTRICAL INSPECTORS					
Fund: 111 - GENERAL					
DEPT MMBRSHP	MEMBERSHIPS				120.00
				Fund 111 - GENERAL Total:	120.00
				Vendor 00806 - INTERNATIONAL ASSOCIATION OF ELECTRICAL INSPECTORS Total:	120.00
Vendor: 05696 - INVENTIVE WIRELESS OF NE, LLC					
Fund: 111 - GENERAL					
CONTRACTUAL	CONTRACTUAL SERVICES				54.95
				Fund 111 - GENERAL Total:	54.95
				Vendor 05696 - INVENTIVE WIRELESS OF NE, LLC Total:	54.95
Vendor: 00873 - JEFFREY F MARTISCHEWSKY					
Fund: 111 - GENERAL					
BUILDING MAINTENANCE	BUILDING MAINTENANCE				872.00
				Fund 111 - GENERAL Total:	872.00
				Vendor 00873 - JEFFREY F MARTISCHEWSKY Total:	872.00
Vendor: 06131 - JOHN DEERE FINANCIAL					
Fund: 111 - GENERAL					
DEPT SUPP	DEPARTMENT SUPPLIES				35.98
DEPT SUPP	DEPARTMENT SUPPLIES				14.97
				Fund 111 - GENERAL Total:	50.95
Fund: 213 - CEMETERY					
DEPT SUPP	DEPARTMENT SUPPLIES				9.99
				Fund 213 - CEMETERY Total:	9.99
				Vendor 06131 - JOHN DEERE FINANCIAL Total:	60.94
Vendor: 08067 - JOHN DEERE FINANCIAL					
Fund: 111 - GENERAL					
dept supp	DEPARTMENT SUPPLIES				41.47
DEPT SUPP	DEPARTMENT SUPPLIES				16.99
				Fund 111 - GENERAL Total:	58.46
				Vendor 08067 - JOHN DEERE FINANCIAL Total:	58.46
Vendor: 09474 - JOHN DEERE FINANCIAL					
Fund: 111 - GENERAL					
equip maint	EQUIPMENT MAINTENANCE				17.84
EQUIP MAINT	EQUIPMENT MAINTENANCE				25.94
TAX	EQUIPMENT MAINTENANCE				-1.35
EQUIP MAINT	EQUIPMENT MAINTENANCE				438.27
				Fund 111 - GENERAL Total:	480.70

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Description (Payable)	Account Name	(None)	(None)	(None)	Amount
Fund: 511 - CAPITAL PROJECTS FUND					
LAWN MOWERS	EQUIPMENT				73,650.00
Fund 511 - CAPITAL PROJECTS FUND Total:					73,650.00
Vendor 09474 - JOHN DEERE FINANCIAL Total:					74,130.70
Vendor: 08362 - JOHN Q HAMMONS RVOC TR 12281989					
Fund: 631 - WASTEWATER					
SCHOOL & CONF	SCHOOL & CONFERENCE				406.35
Fund 631 - WASTEWATER Total:					406.35
Vendor 08362 - JOHN Q HAMMONS RVOC TR 12281989 Total:					406.35
Vendor: 00014 - KEEP SCOTTSBLUFF-GERING BEAUTIFUL					
Fund: 621 - ENVIRONMENTAL SERVICES					
FY15-16 FUNDING	CONTRACTUAL SERVICES				5,000.00
Fund 621 - ENVIRONMENTAL SERVICES Total:					5,000.00
Vendor 00014 - KEEP SCOTTSBLUFF-GERING BEAUTIFUL Total:					5,000.00
Vendor: 00395 - KOIS BROTHERS EQUIPMENT CO INC					
Fund: 621 - ENVIRONMENTAL SERVICES					
dept supplies	DEPARTMENT SUPPLIES				536.39
Fund 621 - ENVIRONMENTAL SERVICES Total:					536.39
Vendor 00395 - KOIS BROTHERS EQUIPMENT CO INC Total:					536.39
Vendor: 00639 - KRIZ-DAVIS COMPANY					
Fund: 111 - GENERAL					
BDLG MAINT	GROUNDS MAINTENANCE				11.80
Fund 111 - GENERAL Total:					11.80
Fund: 631 - WASTEWATER					
EQUIP MAINT	EQUIPMENT MAINTENANCE				605.43
Fund 631 - WASTEWATER Total:					605.43
Vendor 00639 - KRIZ-DAVIS COMPANY Total:					617.23
Vendor: 04892 - LEAGUE ASSOCIATION OF RISK MANAGEMENT					
Fund: 111 - GENERAL					
VEHICLE INSURANCE	VEHICLE INSURANCE				171.90
Fund 111 - GENERAL Total:					171.90
Fund: 212 - TRANSPORTATION					
VEHICLE INSURANCE	VEHICLE INSURANCE				294.96
Fund 212 - TRANSPORTATION Total:					294.96
Vendor 04892 - LEAGUE ASSOCIATION OF RISK MANAGEMENT Total:					466.86
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: 05099 - MARKETING CONSULTANTS					
Fund: 111 - GENERAL					
UNIFORMS & DEPT SUPPLIES	DEPARTMENT SUPPLIES				160.80
UNIFORMS & DEPT SUPPLIES	DEPARTMENT SUPPLIES				90.00
UNIFORMS & DEPT SUPPLIES	DEPARTMENT SUPPLIES				15.60
UNIFORMS & DEPT SUPPLIES	DEPARTMENT SUPPLIES				33.60
UNIFORMS & DEPT SUPPLIES	DEPARTMENT SUPPLIES				86.40
UNIFORMS & DEPT SUPPLIES	UNIFORMS & CLOTHING				33.60
Fund 111 - GENERAL Total:					420.00
Fund: 621 - ENVIRONMENTAL SERVICES					
UNIFORMS & DEPT SUPPLIES	UNIFORMS & CLOTHING				33.60
Fund 621 - ENVIRONMENTAL SERVICES Total:					33.60

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Description (Payable)	Account Name	(None)	(None)	(None)	Amount
Fund: 631 - WASTEWATER					
UNIFORMS & DEPT SUPPLIES	UNIFORMS & CLOTHING				33.60
				Fund 631 - WASTEWATER Total:	33.60
Fund: 661 - STORMWATER					
UNIFORMS & DEPT SUPPLIES	UNIFORMS & CLOTHING				33.60
				Fund 661 - STORMWATER Total:	33.60
Vendor 05099 - MARKETING CONSULTANTS Total:					520.80
Vendor: 07628 - MENARDS, INC					
Fund: 111 - GENERAL					
department supplies	DEPARTMENT SUPPLIES				7.71
VEH MAINT	VEHICLE MAINTENANCE				2.97
Department supplies	DEPARTMENT SUPPLIES				19.75
				Fund 111 - GENERAL Total:	30.43
Fund: 213 - CEMETERY					
DEPT SUPP	DEPARTMENT SUPPLIES				23.38
				Fund 213 - CEMETERY Total:	23.38
Fund: 631 - WASTEWATER					
DEPT SUP	DEPARTMENT SUPPLIES				70.98
EQUIP MAINT	EQUIPMENT MAINTENANCE				19.52
				Fund 631 - WASTEWATER Total:	90.50
Fund: 641 - WATER					
DEPT SUP	DEPARTMENT SUPPLIES				4.62
DEPT SUP	DEPARTMENT SUPPLIES				2.31
				Fund 641 - WATER Total:	6.93
Vendor 07628 - MENARDS, INC Total:					151.24
Vendor: 07966 - MID-IOWA SOLID WASTE EQUIPMENT CO, INC					
Fund: 631 - WASTEWATER					
EQUIP MAINT	EQUIPMENT MAINTENANCE				1,767.60
				Fund 631 - WASTEWATER Total:	1,767.60
Vendor 07966 - MID-IOWA SOLID WASTE EQUIPMENT CO, INC Total:					1,767.60
Vendor: 07938 - MIDWEST CONNECT, LLC					
Fund: 621 - ENVIRONMENTAL SERVICES					
ANNUAL SERVICE AGREEMENT	CONTRACTUAL SERVICES				432.00
				Fund 621 - ENVIRONMENTAL SERVICES Total:	432.00
Fund: 631 - WASTEWATER					
ANNUAL SERVICE AGREEMENT	CONTRACTUAL SERVICES				432.00
				Fund 631 - WASTEWATER Total:	432.00
Fund: 641 - WATER					
ANNUAL SERVICE AGREEMENT	CONTRACTUAL SERVICES				432.00
				Fund 641 - WATER Total:	432.00
Fund: 661 - STORMWATER					
ANNUAL SERVICE AGREEMENT	CONTRACTUAL SERVICES				144.00
				Fund 661 - STORMWATER Total:	144.00
Vendor 07938 - MIDWEST CONNECT, LLC Total:					1,440.00
Vendor: 06145 - MIDWEST MOTOR SUPPLY CO INC					
Fund: 212 - TRANSPORTATION					
SUPP - GREASE, CITRIS SOLVENT...	DEPARTMENT SUPPLIES				208.00
SUPP - GREASE, CITRIS SOLVENT...	DEPARTMENT SUPPLIES				773.28
SUPP FOR CENTRAL GARAGE - ...	DEPARTMENT SUPPLIES				605.56
				Fund 212 - TRANSPORTATION Total:	1,586.84
Vendor 06145 - MIDWEST MOTOR SUPPLY CO INC Total:					1,586.84
Vendor: 08071 - MUNICIPAL PIPE TOOL CO, LLC					
Fund: 631 - WASTEWATER					
EQUIP MAINT	EQUIPMENT MAINTENANCE				35.30

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Description (Payable)	Account Name	(None)	(None)	(None)	Amount
EQUIP MAINT	EQUIPMENT MAINTENANCE				911.03
				Fund 631 - WASTEWATER Total:	946.33
				Vendor 08071 - MUNICIPAL PIPE TOOL CO, LLC Total:	946.33
Vendor: 04082 - NE CHILD SUPPORT PAYMENT CENTER					
				Fund: 713 - CASH & INVESTMENT POOL	
NE CHILD SUPPORT PYBLE	CHILD SUPPORT EE PAY				1,399.68
				Fund 713 - CASH & INVESTMENT POOL Total:	1,399.68
				Vendor 04082 - NE CHILD SUPPORT PAYMENT CENTER Total:	1,399.68
Vendor: 00797 - NE DEPT OF REVENUE					
				Fund: 111 - GENERAL	
march 2016 tax	SALES TAX PAYABLE				124.65
				Fund 111 - GENERAL Total:	124.65
				Fund: 641 - WATER	
march 2016 tax	SALES TAX PAYABLE				6,886.04
march 2016 tax	SALES TAX PAYABLE				12,136.60
				Fund 641 - WATER Total:	19,022.64
				Fund: 661 - STORMWATER	
march 2016 tax	SALES TAX PAYABLE				292.67
				Fund 661 - STORMWATER Total:	292.67
				Vendor 00797 - NE DEPT OF REVENUE Total:	19,439.96
Vendor: 01358 - NE LAW ENFORCEMENT TRAINING CENTER					
				Fund: 111 - GENERAL	
SCHOOLS & CONF	SCHOOL & CONFERENCE				10.00
				Fund 111 - GENERAL Total:	10.00
				Vendor 01358 - NE LAW ENFORCEMENT TRAINING CENTER Total:	10.00
Vendor: 00253 - NEBRASKA RURAL WATER ASSOCIATION					
				Fund: 641 - WATER	
SCHOOLS & CONF	SCHOOL & CONFERENCE				375.00
				Fund 641 - WATER Total:	375.00
				Vendor 00253 - NEBRASKA RURAL WATER ASSOCIATION Total:	375.00
Vendor: 09637 - NEBRASKA CHAMBER OF COMMERCE					
				Fund: 111 - GENERAL	
TUITION - LEADERSHIP NEBRAS...	MEMBERSHIPS				2,500.00
				Fund 111 - GENERAL Total:	2,500.00
				Vendor 09637 - NEBRASKA CHAMBER OF COMMERCE Total:	2,500.00
Vendor: 00402 - NEBRASKA MACHINERY CO					
				Fund: 621 - ENVIRONMENTAL SERVICES	
equip mtn	EQUIPMENT MAINTENANCE				805.65
				Fund 621 - ENVIRONMENTAL SERVICES Total:	805.65
				Fund: 631 - WASTEWATER	
EQUIP MAINT	EQUIPMENT MAINTENANCE				12.47
EQUIP MAINT	EQUIPMENT MAINTENANCE				18.12
				Fund 631 - WASTEWATER Total:	30.59
				Vendor 00402 - NEBRASKA MACHINERY CO Total:	836.24
Vendor: 00578 - NEBRASKA PUBLIC POWER DISTRICT					
				Fund: 631 - WASTEWATER	
Electric	ELECTRIC POWER				15,751.03
Electric	ELECTRIC POWER				169.03
				Fund 631 - WASTEWATER Total:	15,920.06
				Fund: 641 - WATER	
Electric	ELECTRIC POWER				2,472.25
Electric	ELECTRIC POWER				3,559.62
				Fund 641 - WATER Total:	6,031.87
				Vendor 00578 - NEBRASKA PUBLIC POWER DISTRICT Total:	21,951.93

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Description (Payable)	Account Name	(None)	(None)	(None)	Amount
Vendor: 04198 - NEBRASKALAND TIRE, INC					
Fund: 111 - GENERAL					
VEH MAINT	VEHICLE MAINTENANCE				14.50
				Fund 111 - GENERAL Total:	14.50
				Vendor 04198 - NEBRASKALAND TIRE, INC Total:	14.50
Vendor: 00316 - NELSON ELECTRIC MOTOR SERVICE, INC					
Fund: 111 - GENERAL					
Water pump and motor repairs ...BUILDING MAINTENANCE					231.26
				Fund 111 - GENERAL Total:	231.26
				Vendor 00316 - NELSON ELECTRIC MOTOR SERVICE, INC Total:	231.26
Vendor: 09509 - NEMNICH AUTOMOTIVE					
Fund: 111 - GENERAL					
VEH MAINT	VEHICLE MAINTENANCE				78.75
				Fund 111 - GENERAL Total:	78.75
				Vendor 09509 - NEMNICH AUTOMOTIVE Total:	78.75
Vendor: 09413 - NEOPOST					
Fund: 111 - GENERAL					
POSTAGE	POSTAGE				300.00
				Fund 111 - GENERAL Total:	300.00
				Vendor 09413 - NEOPOST Total:	300.00
Vendor: 00187 - PANHANDLE CONCRETE PRODUCTS, INC					
Fund: 631 - WASTEWATER					
DEPT SUP	DEPARTMENT SUPPLIES				775.00
				Fund 631 - WASTEWATER Total:	775.00
				Vendor 00187 - PANHANDLE CONCRETE PRODUCTS, INC Total:	775.00
Vendor: 00487 - PANHANDLE ENVIRONMENTAL SERVICES INC					
Fund: 641 - WATER					
SAMPLES	SAMPLES				72.00
SAMPLES	SAMPLES				72.00
SAMPLES	SAMPLES				90.00
				Fund 641 - WATER Total:	234.00
				Vendor 00487 - PANHANDLE ENVIRONMENTAL SERVICES INC Total:	234.00
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: 01276 - PLATTE VALLEY BANK					
Fund: 713 - CASH & INVESTMENT POOL					
HSA	HSA EE PAYABLE				12,358.96
HSA	HSA ER PAYABLE				1,256.25
				Fund 713 - CASH & INVESTMENT POOL Total:	13,615.21
				Vendor 01276 - PLATTE VALLEY BANK Total:	13,615.21
Vendor: 00272 - POSTMASTER					
Fund: 621 - ENVIRONMENTAL SERVICES					
Postage	POSTAGE				135.15
				Fund 621 - ENVIRONMENTAL SERVICES Total:	135.15
Fund: 631 - WASTEWATER					
Postage	POSTAGE				135.14
				Fund 631 - WASTEWATER Total:	135.14
Fund: 641 - WATER					
Postage	POSTAGE				135.15
				Fund 641 - WATER Total:	135.15
				Vendor 00272 - POSTMASTER Total:	405.44

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Description (Payable)	Account Name	(None)	(None)	(None)	Amount
Vendor: 00796 - POWERPLAN					
Fund: 621 - ENVIRONMENTAL SERVICES					
equip mtn	EQUIPMENT MAINTENANCE				6,550.00
equip mtn	EQUIPMENT MAINTENANCE				856.92
Fund 621 - ENVIRONMENTAL SERVICES Total:					7,406.92
Vendor 00796 - POWERPLAN Total:					7,406.92
Vendor: 00266 - QUILL CORPORATION					
Fund: 111 - GENERAL					
DEPT SUPPL	DEPARTMENT SUPPLIES				212.32
Fund 111 - GENERAL Total:					212.32
Vendor 00266 - QUILL CORPORATION Total:					212.32
Vendor: 01502 - REAMS SPRINKLER SUPPLY CO.					
Fund: 111 - GENERAL					
GROUNDS MAINT	GROUNDS MAINTENANCE				412.90
Fund 111 - GENERAL Total:					412.90
Vendor 01502 - REAMS SPRINKLER SUPPLY CO. Total:					412.90
Vendor: 00703 - REGION I OFFICE OF HUMAN DEVELOPMENT					
Fund: 621 - ENVIRONMENTAL SERVICES					
contractual services	CONTRACTUAL SERVICES				825.00
Fund 621 - ENVIRONMENTAL SERVICES Total:					825.00
Vendor 00703 - REGION I OFFICE OF HUMAN DEVELOPMENT Total:					825.00
Vendor: 04089 - REGIONAL CARE INC					
Fund: 812 - HEALTH INSURANCE					
CLAIMS	CLAIMS EXPENSE				8,705.58
HEALTH INSURANCE PREMIUM	PREMIUM EXPENSE				39,350.24
FLEX FUNDING	FLEXIBLE BENFT EXPENSES				590.00
CLAIMS	CLAIMS EXPENSE				7,491.06
Fund 812 - HEALTH INSURANCE Total:					56,136.88
Vendor 04089 - REGIONAL CARE INC Total:					56,136.88
Vendor: 09046 - RICHARD JOHNSON					
Fund: 111 - GENERAL					
CONTRACTUAL	CONTRACTUAL SERVICES				1,000.00
Fund 111 - GENERAL Total:					1,000.00
Vendor 09046 - RICHARD JOHNSON Total:					1,000.00
Vendor: 02068 - ROHRER, JOSEPH					
Fund: 111 - GENERAL					
SCHOOLS & CONF	GASOLINE				100.00
SCHOOLS & CONF	SCHOOL & CONFERENCE				375.00
Fund 111 - GENERAL Total:					475.00
Vendor 02068 - ROHRER, JOSEPH Total:					475.00
Vendor: 00366 - ROOSEVELT PUBLIC POWER DISTRICT					
Fund: 641 - WATER					
ELECTRIC POWER	ELECTRIC POWER				1,847.56
Fund 641 - WATER Total:					1,847.56
Vendor 00366 - ROOSEVELT PUBLIC POWER DISTRICT Total:					1,847.56
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

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Description (Payable)	Account Name	(None)	(None)	(None)	Amount
Vendor: 00156 - SAFETYLINE CONSULTANTS, INC					
Fund: 111 - GENERAL					
Department supplies	DEPARTMENT SUPPLIES				259.25
				Fund 111 - GENERAL Total:	259.25
				Vendor 00156 - SAFETYLINE CONSULTANTS, INC Total:	259.25
Vendor: 00257 - SANDBERG IMPLEMENT, INC					
Fund: 213 - CEMETERY					
DEPT SUPP	DEPARTMENT SUPPLIES				92.00
				Fund 213 - CEMETERY Total:	92.00
				Vendor 00257 - SANDBERG IMPLEMENT, INC Total:	92.00
Vendor: 00286 - SCB CO WEED CONTROL					
Fund: 212 - TRANSPORTATION					
SPRAY DESIGNATED WEED ARE...	CONTRACTUAL SERVICES				1,872.50
SPRAY DESIGNATED WEED ARE...	CONTRACTUAL SERVICES				287.50
				Fund 212 - TRANSPORTATION Total:	2,160.00
				Vendor 00286 - SCB CO WEED CONTROL Total:	2,160.00
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: 00273 - SCOTTSBLUFF POLICE OFFICERS ASSOCIATION					
Fund: 713 - CASH & INVESTMENT POOL					
POLICE EE DUES	POL UNION DUES EE PAY				528.00
				Fund 713 - CASH & INVESTMENT POOL Total:	528.00
				Vendor 00273 - SCOTTSBLUFF POLICE OFFICERS ASSOCIATION Total:	528.00
Vendor: 00338 - SCOTTSBLUFF SENIOR CENTER					
Fund: 111 - GENERAL					
CONTRACT	CONTRACTUAL SERVICES				5,750.00
				Fund 111 - GENERAL Total:	5,750.00
				Vendor 00338 - SCOTTSBLUFF SENIOR CENTER Total:	5,750.00
Vendor: 01031 - SIMON CONTRACTORS					
Fund: 212 - TRANSPORTATION					
GRAVEL FOR ALLEYS	STREET REPAIR SUPPLIES				459.90
CONCRETE FOR STREET REPAIR	STREET MAINTENANCE				2,166.00
CONCRETE FOR STR. REPAIR	STREET MAINTENANCE				1,824.00
CONCRETE FOR STR. REPAIR	STREET MAINTENANCE				266.75
CONCRETE FOR STR. REPAIR	STREET MAINTENANCE				272.25
GRAVEL FOR ALLEYS	STREET REPAIR SUPPLIES				451.92
CONCRETE FOR STR. REPAIR	STREET MAINTENANCE				1,140.00
CONCRETE FOR STR. REPAIR	STREET MAINTENANCE				714.00
CONCRETE FOR STR. REPAIR	STREET MAINTENANCE				2,166.00
GRAVEL FOR ALLEYS	STREET REPAIR SUPPLIES				249.76
CONCRETE FOR STR. REPAIR	STREET MAINTENANCE				2,052.00
				Fund 212 - TRANSPORTATION Total:	11,762.58
Fund: 213 - CEMETERY					
dept supp	DEPARTMENT SUPPLIES				454.75
dept supp	DEPARTMENT SUPPLIES				535.00
dept supp	DEPARTMENT SUPPLIES				535.00
				Fund 213 - CEMETERY Total:	1,524.75
Fund: 223 - KENO					
dept sup	DEPARTMENT SUPPLIES				1,036.75
dept supp	DEPARTMENT SUPPLIES				564.00
				Fund 223 - KENO Total:	1,600.75

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Description (Payable)	Account Name	(None)	(None)	(None)	Amount
Fund: 641 - WATER					
DEPT SUP	DEPARTMENT SUPPLIES				239.35
				Fund 641 - WATER Total:	239.35
				Vendor 01031 - SIMON CONTRACTORS Total:	15,127.43
Vendor: 00513 - SNELL SERVICES INC.					
Fund: 111 - GENERAL					
GROUNDS MAINT	GROUNDS MAINTENANCE				75.00
				Fund 111 - GENERAL Total:	75.00
				Vendor 00513 - SNELL SERVICES INC. Total:	75.00
Vendor: 00269 - SOURCE GAS					
Fund: 111 - GENERAL					
Monthly Energy Fuel	HEATING FUEL				216.32
Monthly Energy Fuel	HEATING FUEL				123.40
Monthly Energy Fuel	HEATING FUEL				123.41
Monthly Energy Fuel	HEATING FUEL				49.68
Monthly Energy Fuel	HEATING FUEL				177.38
Monthly Energy Fuel	HEATING FUEL				297.43
Monthly Energy Fuel	HEATING FUEL				109.57
				Fund 111 - GENERAL Total:	1,097.19
Fund: 212 - TRANSPORTATION					
Monthly Energy Fuel	HEATING FUEL				1,204.63
				Fund 212 - TRANSPORTATION Total:	1,204.63
Fund: 621 - ENVIRONMENTAL SERVICES					
Monthly Energy Fuel	HEATING FUEL				452.52
				Fund 621 - ENVIRONMENTAL SERVICES Total:	452.52
Fund: 641 - WATER					
Monthly Energy Fuel	HEATING FUEL				170.69
				Fund 641 - WATER Total:	170.69
				Vendor 00269 - SOURCE GAS Total:	2,925.03
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
				Fund 111 - GENERAL Total:	525.00
				Vendor 01235 - STATE OF NE. Total:	525.00
Vendor: 00404 - STATE OF NEBR					
Fund: 111 - GENERAL					
Monthly Long Distance	TELEPHONE				6.65
Monthly Long Distance	TELEPHONE				3.74
Monthly Long Distance	TELEPHONE				3.02
Monthly Long Distance	TELEPHONE				2.76
Monthly Long Distance	TELEPHONE				0.94
Monthly Long Distance	TELEPHONE				9.83
Monthly Long Distance	TELEPHONE				11.93
Monthly Long Distance	TELEPHONE				62.47
Monthly Long Distance	TELEPHONE				24.75
Monthly Long Distance	TELEPHONE				2.35
Monthly Long Distance	TELEPHONE				2.35

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Description (Payable)	Account Name	(None)	(None)	(None)	Amount
TELEPHONE	TELEPHONE				3.71
				Fund 111 - GENERAL Total:	134.50
Fund: 212 - TRANSPORTATION					
Monthly Long Distance	TELEPHONE				6.79
				Fund 212 - TRANSPORTATION Total:	6.79
Fund: 213 - CEMETERY					
Monthly Long Distance	TELEPHONE				15.69
				Fund 213 - CEMETERY Total:	15.69
Fund: 621 - ENVIRONMENTAL SERVICES					
Monthly Long Distance	TELEPHONE				5.95
				Fund 621 - ENVIRONMENTAL SERVICES Total:	5.95
Fund: 631 - WASTEWATER					
Monthly Long Distance	TELEPHONE				4.69
				Fund 631 - WASTEWATER Total:	4.69
Fund: 641 - WATER					
Monthly Long Distance	TELEPHONE				3.52
				Fund 641 - WATER Total:	3.52
Fund: 661 - STORMWATER					
Monthly Long Distance	TELEPHONE				2.96
				Fund 661 - STORMWATER Total:	2.96
Fund: 721 - GIS SERVICES					
Monthly Long Distance	TELEPHONE				0.47
				Fund 721 - GIS SERVICES Total:	0.47
				Vendor 00404 - STATE OF NEBR Total:	174.57
Vendor: 05814 - SUPERIOR SIGNALS, INC					
Fund: 111 - GENERAL					
EQUIP MAINT	EQUIPMENT MAINTENANCE				430.35
				Fund 111 - GENERAL Total:	430.35
				Vendor 05814 - SUPERIOR SIGNALS, INC Total:	430.35
Vendor: 00063 - TOMMY'S JOHNNYS INC					
Fund: 111 - GENERAL					
CONTRACTUAL	CONTRACTUAL SERVICES				810.00
CONTRACTUAL	CONTRACTUAL SERVICES				250.00
CONTRACTUAL	CONTRACTUAL SERVICES				245.00
				Fund 111 - GENERAL Total:	1,305.00
				Vendor 00063 - TOMMY'S JOHNNYS INC Total:	1,305.00
Vendor: 08002 - TOYOTA MOTOR CREDIT CORPORATION					
Fund: 218 - PUBLIC SAFETY					
HIDTA CAR LEASE	DEPARTMENT SUPPLIES				365.69
				Fund 218 - PUBLIC SAFETY Total:	365.69
				Vendor 08002 - TOYOTA MOTOR CREDIT CORPORATION Total:	365.69
Vendor: 09638 - TSCHACHER CARA					
Fund: 111 - GENERAL					
REFUND PK SHELTER	PARK SHELTER/EVENT FEE				25.00
				Fund 111 - GENERAL Total:	25.00
				Vendor 09638 - TSCHACHER CARA Total:	25.00
Vendor: 00834 - TWIN CITIES DEVELOPMENT ASSOC, INC					
Fund: 224 - ECONOMIC DEVELOPMENT					
CONTRACT	CONTRACTUAL SERVICES				5,000.00
CONTRACT SERVICES - MARCH ...	CONTRACTUAL SERVICES				4,686.00
				Fund 224 - ECONOMIC DEVELOPMENT Total:	9,686.00
				Vendor 00834 - TWIN CITIES DEVELOPMENT ASSOC, INC Total:	9,686.00

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Description (Payable)	Account Name	(None)	(None)	(None)	Amount
Vendor: 08821 - TYLER TECHNOLOGIES, INC					
Fund: 111 - GENERAL					
TRAINING - ACCOUNTS RECEIV...	CONTRACTUAL SERVICES				437.50
UB ONLINE FEES	CONTRACTUAL SERVICES				87.00
Fund 111 - GENERAL Total:					524.50
Fund: 621 - ENVIRONMENTAL SERVICES					
UB ONLINE FEES	CONTRACTUAL SERVICES				87.00
Fund 621 - ENVIRONMENTAL SERVICES Total:					87.00
Fund: 631 - WASTEWATER					
UB ONLINE FEES	CONTRACTUAL SERVICES				87.00
Fund 631 - WASTEWATER Total:					87.00
Fund: 641 - WATER					
UB ONLINE FEES	CONTRACTUAL SERVICES				87.00
Fund 641 - WATER Total:					87.00
Vendor 08821 - TYLER TECHNOLOGIES, INC Total:					785.50
Vendor: 00195 - UNITED STATES WELDING, INC					
Fund: 212 - TRANSPORTATION					
WELD. SUPP - OXYGEN FOR CE...	DEPARTMENT SUPPLIES				62.26
WELD. SUPP - OXYGEN	DEPARTMENT SUPPLIES				36.04
Fund 212 - TRANSPORTATION Total:					98.30
Vendor 00195 - UNITED STATES WELDING, INC Total:					98.30
Vendor: 08887 - UPSTART ENTERPRISES, LLC					
Fund: 111 - GENERAL					
DEPT SUPPL	DEPARTMENT SUPPLIES				31.00
Fund 111 - GENERAL Total:					31.00
Vendor 08887 - UPSTART ENTERPRISES, LLC Total:					31.00
Vendor: 01217 - US BANK					
Fund: 212 - TRANSPORTATION					
INTEREST - 2015 GEN.HWY ALL...	DEBT SERVICE-INTEREST				14,406.25
Fund 212 - TRANSPORTATION Total:					14,406.25
Vendor 01217 - US BANK Total:					14,406.25
Vendor: 08828 - US BANK					
Fund: 111 - GENERAL					
SCHOOLS & CONF	SCHOOL & CONFERENCE				84.80
SCHOOLS & CONF	SCHOOL & CONFERENCE				-169.60
SCHOOL & CONF	SCHOOL & CONFERENCE				27.03
SCHOOL & CONF	SCHOOL & CONFERENCE				237.00
GASOLINE	GASOLINE				25.00
SCHOOL & CONF	SCHOOL & CONFERENCE				31.48
GASOLINE	GASOLINE				21.48
SCHOOL & CONF	SCHOOL & CONFERENCE				23.43
GASOLINE	GASOLINE				19.01
SCHOOLS & CONF	SCHOOL & CONFERENCE				205.90
SCHOOLS & CONF	SCHOOL & CONFERENCE				427.24
Fund 111 - GENERAL Total:					932.77
Vendor 08828 - US BANK Total:					932.77
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

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Description (Payable)	Account Name	(None)	(None)	(None)	Amount
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: 00110 - VOGEL WEST, INC					
Fund: 212 - TRANSPORTATION					
TIP FOR PAINT GUN	EQUIPMENT MAINTENANCE				25.95
Fund 212 - TRANSPORTATION Total:					25.95
Vendor 00110 - VOGEL WEST, INC Total:					25.95
Vendor: 03674 - WELLS FARGO BANK, N.A.					
Fund: 111 - GENERAL					
FEES - GENERAL PENSION PLAN	CONTRACTUAL SERVICES				144.00
FEES - GENERAL PENSION PLAN	CONTRACTUAL SERVICES				23.11
FEES - GENERAL PENSION PLAN	CONTRACTUAL SERVICES				69.33
FEES - GENERAL PENSION PLAN	CONTRACTUAL SERVICES				11.56
FEES - GENERAL PENSION PLAN	CONTRACTUAL SERVICES				57.78
FEES - GENERAL PENSION PLAN	CONTRACTUAL SERVICES				80.89
FEES - GENERAL PENSION PLAN	CONTRACTUAL SERVICES				115.56
FEES - GENERAL PENSION PLAN	CONTRACTUAL SERVICES				11.56
Fund 111 - GENERAL Total:					513.79
Fund: 212 - TRANSPORTATION					
FEES - GENERAL PENSION PLAN	CONTRACTUAL SERVICES				184.89
Fund 212 - TRANSPORTATION Total:					184.89
Fund: 213 - CEMETERY					
FEES - GENERAL PENSION PLAN	CONTRACTUAL SERVICES				23.11
Fund 213 - CEMETERY Total:					23.11
Fund: 621 - ENVIRONMENTAL SERVICES					
FEES - GENERAL PENSION PLAN	CONTRACTUAL SERVICES				201.78
Fund 621 - ENVIRONMENTAL SERVICES Total:					201.78
Fund: 631 - WASTEWATER					
FEES - GENERAL PENSION PLAN	CONTRACTUAL SERVICES				92.44
Fund 631 - WASTEWATER Total:					92.44
Fund: 641 - WATER					
FEES - GENERAL PENSION PLAN	CONTRACTUAL SERVICES				92.44
Fund 641 - WATER Total:					92.44
Fund: 713 - CASH & INVESTMENT POOL					
RETIREMENT	REGULAR RETIRE EE PAY				6,746.22
RETIREMENT	REGULAR RETIRE EE PAY				7,156.69
RETIREMENT	RETIRE FIRE EE PAYABLE				4,132.53
RETIREMENT	RETIRE FIRE EE PAYABLE				2,463.27
RETIREMENT	RETIRE POLICE EE PAY				4,592.85
RETIREMENT	RETIRE POLICE EE PAY				4,361.48
retirement	REGULAR RETIRE EE PAY				9.98
retirement	REGULAR RETIRE EE PAY				9.98
Fund 713 - CASH & INVESTMENT POOL Total:					29,473.00
Fund: 721 - GIS SERVICES					
FEES - GENERAL PENSION PLAN	CONTRACTUAL SERVICES				11.55
Fund 721 - GIS SERVICES Total:					11.55
Vendor 03674 - WELLS FARGO BANK, N.A. Total:					30,593.00
Vendor: 06089 - WESTERN COOPERATIVE COMPANY					
Fund: 111 - GENERAL					
GROUND MAINT	GROUNDS MAINTENANCE				131.58
Fund 111 - GENERAL Total:					131.58

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Description (Payable)	Account Name	(None)	(None)	(None)	Amount
Fund: 212 - TRANSPORTATION					
SUPP - WEED KILLER	DEPARTMENT SUPPLIES				98.95
Fund 212 - TRANSPORTATION Total:					98.95
Vendor 06089 - WESTERN COOPERATIVE COMPANY Total:					230.53
Vendor: 00268 - WESTERN COOPRTATIVE COMPANY					
Fund: 111 - GENERAL					
GROUNDS MAINT	GROUNDS MAINTENANCE				15.86
Fund 111 - GENERAL Total:					15.86
Vendor 00268 - WESTERN COOPRTATIVE COMPANY Total:					15.86
Vendor: 06692 - WESTERN NE COMM COLLEGE					
Fund: 111 - GENERAL					
SCHOOLS & CONF	SCHOOL & CONFERENCE				209.20
SCHOOLS & CONF	SCHOOL & CONFERENCE				69.00
SCHOOLS & CONF	SCHOOL & CONFERENCE				74.00
SCHOOLS & CONF	SCHOOL & CONFERENCE				74.00
SCHOOLS & CONF	SCHOOL & CONFERENCE				62.00
Fund 111 - GENERAL Total:					488.20
Vendor 06692 - WESTERN NE COMM COLLEGE Total:					488.20
Vendor: 00876 - WINTER CREEK CANAL COMPANY					
Fund: 219 - INDUSTRIAL SITES					
WATER RIGHTS -- FARMLAND &... IRRIGATION TAX					1,458.25
Fund 219 - INDUSTRIAL SITES Total:					1,458.25
Fund: 621 - ENVIRONMENTAL SERVICES					
WATER RIGHTS -- FARMLAND &... POST CLOSURE CARE					2,562.50
Fund 621 - ENVIRONMENTAL SERVICES Total:					2,562.50
Vendor 00876 - WINTER CREEK CANAL COMPANY Total:					4,020.75
Vendor: 07239 - WYOMING FIRST AID & SAFETY SUPPLY, LLC					
Fund: 212 - TRANSPORTATION					
FIRST AID KIT SUPPLIES	DEPARTMENT SUPPLIES				158.17
Fund 212 - TRANSPORTATION Total:					158.17
Vendor 07239 - WYOMING FIRST AID & SAFETY SUPPLY, LLC Total:					158.17
Vendor: 02365 - XEROX BUSINESS SERVICES LLC					
Fund: 111 - GENERAL					
Annual Firehouse software sup...	CONTRACTUAL SERVICES				1,395.00
Fund 111 - GENERAL Total:					1,395.00
Vendor 02365 - XEROX BUSINESS SERVICES LLC Total:					1,395.00
Grand Total:					443,026.80

Report Summary**Fund Summary**

Fund	Expense Amount	Payment Amount
111 - GENERAL	40,140.23	124.65
211 - REGIONAL LIBRARY	740.49	0.00
212 - TRANSPORTATION	60,776.78	0.00
213 - CEMETERY	2,255.55	0.00
218 - PUBLIC SAFETY	365.69	0.00
219 - INDUSTRIAL SITES	1,458.25	0.00
223 - KENO	1,600.75	0.00
224 - ECONOMIC DEVELOPMENT	9,686.00	0.00
511 - CAPITAL PROJECTS FUND	73,650.00	0.00
621 - ENVIRONMENTAL SERVICES	22,209.85	135.15
631 - WASTEWATER	25,596.11	135.14
641 - WATER	35,377.74	19,157.79
661 - STORMWATER	4,681.56	292.67
713 - CASH & INVESTMENT POOL	108,338.90	108,338.90
721 - GIS SERVICES	12.02	0.00
812 - HEALTH INSURANCE	56,136.88	16,786.64
Grand Total:	443,026.80	144,970.94

Account Summary

Account Number	Account Name	Expense Amount	Payment Amount
111-21311	SALES TAX PAYABLE	124.65	124.65
111-42206-171	PARK SHELTER/EVENT FEE	25.00	0.00
111-52111-111	DEPARTMENT SUPPLIES	272.95	0.00
111-52111-112	DEPARTMENT SUPPLIES	90.00	0.00
111-52111-114	DEPARTMENT SUPPLIES	15.60	0.00
111-52111-115	DEPARTMENT SUPPLIES	33.60	0.00
111-52111-121	DEPARTMENT SUPPLIES	114.39	0.00
111-52111-141	DEPARTMENT SUPPLIES	2,401.98	0.00
111-52111-142	DEPARTMENT SUPPLIES	623.77	0.00
111-52111-151	DEPARTMENT SUPPLIES	132.95	0.00
111-52111-171	DEPARTMENT SUPPLIES	1,001.59	0.00
111-52121-171	JANITORIAL SUPPLIES	388.18	0.00
111-52134-172	SPECIAL EVENTS	150.00	0.00
111-52163-142	INVESTIGATION SUPPLIES	22.76	0.00
111-52164-141	VOLUNTEER FIREMAN	49.05	0.00
111-52181-143	UNIFORMS & CLOTHING	249.34	0.00
111-52181-172	UNIFORMS & CLOTHING	33.60	0.00
111-52221-151	AUDIOVISUAL SUPPLIES	19.96	0.00
111-52222-151	BOOKS	40.78	0.00
111-52311-114	MEMBERSHIPS	2,500.00	0.00
111-52311-121	MEMBERSHIPS	260.00	0.00
111-52411-114	POSTAGE	19.98	0.00
111-52411-142	POSTAGE	386.27	0.00
111-52511-142	GASOLINE	175.49	0.00
111-52999-112	MISCELLANEOUS	1,722.80	0.00
111-53111-111	CONTRACTUAL SERVICES	581.50	0.00
111-53111-112	CONTRACTUAL SERVICES	23.11	0.00
111-53111-116	CONTRACTUAL SERVICES	87.00	0.00
111-53111-121	CONTRACTUAL SERVICES	69.33	0.00
111-53111-141	CONTRACTUAL SERVICES	1,406.56	0.00
111-53111-142	CONTRACTUAL SERVICES	5,693.30	0.00
111-53111-151	CONTRACTUAL SERVICES	80.89	0.00
111-53111-171	CONTRACTUAL SERVICES	2,475.51	0.00
111-53111-172	CONTRACTUAL SERVICES	5,761.56	0.00
111-53421-111	BUILDING MAINTENANCE	872.00	0.00
111-53421-141	BUILDING MAINTENANCE	1,280.90	0.00
111-53421-142	BUILDING MAINTENANCE	10.25	0.00

Account Summary

Account Number	Account Name	Expense Amount	Payment Amount
111-53441-142	EQUIPMENT MAINTENAN...	243.20	0.00
111-53441-171	EQUIPMENT MAINTENAN...	1,690.22	0.00
111-53451-142	VEHICLE MAINTENANCE	162.92	0.00
111-53451-171	VEHICLE MAINTENANCE	2,240.32	0.00
111-53471-171	GROUNDS MAINTENANCE	1,323.01	0.00
111-53521-111	HEATING FUEL	216.32	0.00
111-53521-141	HEATING FUEL	123.40	0.00
111-53521-142	HEATING FUEL	173.09	0.00
111-53521-151	HEATING FUEL	177.38	0.00
111-53521-171	HEATING FUEL	297.43	0.00
111-53521-172	HEATING FUEL	109.57	0.00
111-53561-111	TELEPHONE	6.65	0.00
111-53561-112	TELEPHONE	3.74	0.00
111-53561-114	TELEPHONE	3.02	0.00
111-53561-115	TELEPHONE	2.76	0.00
111-53561-116	TELEPHONE	0.94	0.00
111-53561-121	TELEPHONE	9.83	0.00
111-53561-141	TELEPHONE	11.93	0.00
111-53561-142	TELEPHONE	569.45	0.00
111-53561-143	TELEPHONE	3.71	0.00
111-53561-151	TELEPHONE	24.75	0.00
111-53561-171	TELEPHONE	2.35	0.00
111-53561-172	TELEPHONE	2.35	0.00
111-53631-111	RENT-MACHINES	148.76	0.00
111-53711-111	SCHOOL & CONFERENCE	29.75	0.00
111-53711-112	SCHOOL & CONFERENCE	699.00	0.00
111-53711-141	SCHOOL & CONFERENCE	185.90	0.00
111-53711-142	SCHOOL & CONFERENCE	1,413.84	0.00
111-53711-143	SCHOOL & CONFERENCE	577.20	0.00
111-53711-171	SCHOOL & CONFERENCE	318.94	0.00
111-53841-171	VEHICLE INSURANCE	171.90	0.00
211-52221-151	AUDIOVISUAL SUPPLIES	320.33	0.00
211-52222-151	BOOKS	420.16	0.00
212-52111-212	DEPARTMENT SUPPLIES	2,986.46	0.00
212-52171-212	STREET REPAIR SUPPLIES	1,161.58	0.00
212-52531-212	OIL & ANTIFREEZE	117.60	0.00
212-53111-212	CONTRACTUAL SERVICES	2,344.89	0.00
212-53441-212	EQUIPMENT MAINTENAN...	82.29	0.00
212-53451-212	VEHICLE MAINTENANCE	29.79	0.00
212-53491-212	STREET MAINTENANCE	10,601.00	0.00
212-53521-212	HEATING FUEL	1,204.63	0.00
212-53561-212	TELEPHONE	6.79	0.00
212-53841-212	VEHICLE INSURANCE	294.96	0.00
212-54411-212	EQUIPMENT	27,540.54	0.00
212-57115-212	DEBT SERVICE-INTEREST	14,406.25	0.00
213-52111-213	DEPARTMENT SUPPLIES	2,087.94	0.00
213-53111-213	CONTRACTUAL SERVICES	23.11	0.00
213-53441-213	EQUIPMENT MAINTENAN...	128.81	0.00
213-53561-213	TELEPHONE	15.69	0.00
218-52111-142	DEPARTMENT SUPPLIES	365.69	0.00
219-59212-116	IRRIGATION TAX	1,458.25	0.00
223-52111-171	DEPARTMENT SUPPLIES	1,600.75	0.00
224-53111-113	CONTRACTUAL SERVICES	9,686.00	0.00
511-54411-111	EQUIPMENT	73,650.00	0.00
621-52111-621	DEPARTMENT SUPPLIES	1,191.20	0.00
621-52181-621	UNIFORMS & CLOTHING	33.60	0.00
621-52411-621	POSTAGE	135.15	135.15
621-53111-621	CONTRACTUAL SERVICES	6,545.78	0.00

Account Summary

Account Number	Account Name	Expense Amount	Payment Amount
621-53193-621	DISPOSAL FEES	450.00	0.00
621-53194-621	POST CLOSURE CARE	2,562.50	0.00
621-53441-621	EQUIPMENT MAINTENAN...	8,316.04	0.00
621-53451-621	VEHICLE MAINTENANCE	2,487.36	0.00
621-53521-621	HEATING FUEL	452.52	0.00
621-53561-621	TELEPHONE	5.95	0.00
621-53711-621	SCHOOL & CONFERENCE	29.75	0.00
631-52111-631	DEPARTMENT SUPPLIES	845.98	0.00
631-52181-631	UNIFORMS & CLOTHING	33.60	0.00
631-52411-631	POSTAGE	135.14	135.14
631-53111-631	CONTRACTUAL SERVICES	4,819.78	0.00
631-53441-631	EQUIPMENT MAINTENAN...	3,386.88	0.00
631-53531-631	ELECTRIC POWER	15,920.06	0.00
631-53561-631	TELEPHONE	4.69	0.00
631-53711-631	SCHOOL & CONFERENCE	449.98	0.00
641-21311	SALES TAX PAYABLE	19,022.64	19,022.64
641-52111-641	DEPARTMENT SUPPLIES	424.17	0.00
641-52117-641	SAMPLES	361.00	0.00
641-52411-641	POSTAGE	185.61	135.15
641-52611-641	CHEMICALS	2,027.60	0.00
641-53111-641	CONTRACTUAL SERVICES	4,850.13	0.00
641-53451-641	VEHICLE MAINTENANCE	48.20	0.00
641-53521-641	HEATING FUEL	170.69	0.00
641-53531-641	ELECTRIC POWER	7,879.43	0.00
641-53561-641	TELEPHONE	3.52	0.00
641-53711-641	SCHOOL & CONFERENCE	404.75	0.00
661-21311	SALES TAX PAYABLE	292.67	292.67
661-52181-661	UNIFORMS & CLOTHING	33.60	0.00
661-53111-661	CONTRACTUAL SERVICES	4,352.33	0.00
661-53561-661	TELEPHONE	2.96	0.00
713-21512	MEDICARE W/H EE PAYAB...	7,330.60	7,330.60
713-21513	FICA W/H EE PAYABLE	27,256.44	27,256.44
713-21514	FED W/H EE PAYABLE	26,461.63	26,461.63
713-21517	POL UNION DUES EE PAY	528.00	528.00
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
713-21528	REGULAR RETIRE EE PAY	13,922.87	13,922.87
713-21529	DEFERRED COMP EE PAY	1,835.14	1,835.14
713-21531	RETIRE FIRE EE PAYABLE	6,595.80	6,595.80
713-21533	RETIRE POLICE EE PAY	8,954.33	8,954.33
713-21534	DIS INC INS EE PAYABLE	25.95	25.95
713-21539	CHILD SUPPORT EE PAY	1,399.68	1,399.68
713-21541	HSA EE PAYABLE	12,358.96	12,358.96
713-21741	HSA ER PAYABLE	1,256.25	1,256.25
721-53111-721	CONTRACTUAL SERVICES	11.55	0.00
721-53561-721	TELEPHONE	0.47	0.00
812-53861-112	PREMIUM EXPENSE	39,350.24	0.00
812-53862-112	CLAIMS EXPENSE	16,196.64	16,196.64
812-53863-112	FLEXIBLE BENFT EXPENSES	590.00	590.00
Grand Total:		443,026.80	144,970.94

Project Account Summary

Project Account Key	Expense Amount	Payment Amount
None	441,086.02	144,970.94
1114253521	109.57	0.00
2117753111	810.00	0.00
2117753471	508.56	0.00

Project Account Summary

Project Account Key	Expense Amount	Payment Amount
21852111142	365.69	0.00
6002053111	144.00	0.00
6002053561	2.96	0.00
Grand Total:	443,026.80	144,970.94

UTILITY REFUNDS 5-2-16

Account #	Status	Contact	Service Address
035-5798-07	Inactive	SHAINAH AM HENNI	102 W OVERLAND SCOTTSBLUFF NE 69361
065-3586-03	Inactive	AMBER M STUART	2909 PRIMROSE DR SCOTTSBLUFF NE 69361
075-0307-02	Inactive	RACHEL A GRINER	2408 5TH AVE SCOTTSBLUFF NE 69361
010-2202-07	Inactive	AUSTIN SCHAUB	2913 DINEEN AVE SCOTTSBLUFF NE 69361
050-5188-07	Inactive	MATTHEW A PLASENCIO	1108 11TH AVE SCOTTSBLUFF NE 69361
075-5616-05	Inactive	ROXANNE C JACKSON	509 E 17TH ST SCOTTSBLUFF NE 69361
040-2565-04	Inactive	THOMAS G HERNANDEZ	2510 BROADWAY SCOTTSBLUFF NE 69361
030-4311-02	Inactive	AMANDA L ALLISON	1413 AVE K SCOTTSBLUFF NE 69361
010-3182-03	Inactive	VICKI BEGLEY	2909 DINEEN AVE SCOTTSBLUFF NE 69361
045-5914-01	Inactive	IRV RUSHALL	100511 AIRPORT RD SCOTTSBLUFF NE 69361
Total			
10			

Refund Amount
1.76
8.09
6.29
1.5
52.28
21.68
3.64
119.96
1.68
516.62
\$733.50

City of Scottsbluff, Nebraska

Monday, May 2, 2016

Regular Meeting

Item Bids1

Council to award the police tow service bid to Scottsbluff Towing.

Staff Contact: Kevin Spencer, Police Chief

Agenda Statement

Item No. _____

For meeting of: May 2nd, 2016

AGENDA TITLE: POLICE TOW SERVICE CONTRACT AWARD

SUBMITTED BY DEPARTMENT/ORGANIZATION: Police Department

PRESENTATION BY: Kevin Spencer, Chief of Police

SUMMARY EXPLANATION: The City of Scottsbluff advertised for bids for renewal of police towing services for the upcoming contract period from May 3rd, 2016 through May 2nd, 2019. One bid was received from the current towing contractor Scottsbluff Towing & Service. Scottsbluff Towing's bid has increased slightly \$10 or \$20 in passenger cars, call outs, winching and dollies. The only major difference in this bid from the last contract would be in oversized vehicles such semi's, campers and buses which would essentially double. Recommend that the City of Scottsbluff accept the bid provided by Scottsbluff Towing Service.

BOARD/COMMISSION RECOMMENDATION:

STAFF RECOMMENDATION:

		EXHIBITS			
Resolution	Ordinance	Contract	XX	Minutes	Plan/Map
Other (specify)	<u>Specification and contract</u>				

NOTIFICATION LIST: Yes No Further Instructions

Scottsbluff Towing Service

APPROVAL FOR SUBMITTAL: _____
City Manager

Rev 2/6/07Cclerk
Master Agenda 2/6/07

POLICE TOW SERVICE

PROPOSAL FOR PROVIDING POLICE TOW SERVICE FROM APRIL 1, 2016 TO MARCH 31, 2019

I (we) have examined the NOTICE TO BIDDER dated April 4th, 2016, INSTRUCTIONS TO BIDDERS, and SPECIFICATIONS for furnishing police tow service for the City of Scottsbluff and submit the following bid to furnish:

Schedule of rates for tow service

A. Passenger cars and small trucks: (licensed four (4) tons and less)

Year 2014 - 169 units towed; Year 2015 - 126 units towed

Tow Service at \$ 75.00 per tow during business hours \$10 Increase
Tow Service at \$ 90.00 per tow after business hours \$20 Increase

B. Call Out: (Tow truck call out, but no tow necessary upon arrival)

Tow Service at \$ 35.00 per tow during business hours - \$5 Increase
Tow Service at \$ 35.00 per tow after business hours Same

C. Response Times:

The average response time within the city limits in EMERGENCY situations will be approximately 15 minutes, and NORMAL response time will be 20 _____ Same

D. Winching and Dollies:

1. Whenever position winching is necessary an additional fee not to exceed \$10 Increase
\$30.00 may be charged. Variable rates must be explained.
2. When it is necessary to employ another additional equipment, such as dollies, to tow or move any vehicle, an additional charge not to exceed \$ 25.00 may be charged.
\$10 Increase

(Experience reveals that tows in the following categories are minimal)

E. Straight trucks: (licensed over four (4) tons)

Tow Service at \$ 150.00 per tow during business hours

Tow Service at \$ 175.00 ___ per tow after business hours

F. Oversized vehicles:

1. Semi Tractor (no trailer):
Tow Service at \$ 300.00 ___ during business hours \$175
Tow Service at \$ 350.00 ___ after business hours \$125
2. Semi Tractor (w / trailer):
Tow Service at \$ 500.00 ___ during business hours \$225
Tow Service at \$ 550.00 ___ after business hours \$325
3. Self propelled campers or mobile homes:
Tow Service at \$ 400.00 ___ during business hours \$275
Tow Service at \$ 400.00 ___ after business hours \$250
4. Buses:
Tow Service at \$ 500.00 ___ during business hours \$350
Tow Service at \$ 500.00 ___ after business hours \$325

G. Motorcycles: (all inclusive)

- Tow Service at \$ 75.00 ___ during business hours \$10 Increase
Tow Service at \$ 95.00 ___ after business hours \$15 Increase

H. Other vehicles: (snowmobiles, boats on trailers, other trailers, etc.)

- Tow Service at \$ 75.00 ___ during business hours \$10 Increase
Tow Service at \$ 95.00 ___ after business hours \$20 Increase

I. Vehicle Identification:

Attach additional sheets if necessary, list sub-contractors if applies ...

The vehicle(s) to be used to provide tow service will be:

MAKE: FORD F650 _____ YEAR: 2010 ___ CAPACITY: 4 TON _

EQUIPPED WITH: _____

SUPPLEMENTAL VEHICLE (if any) _____

Bidder(company): Scottsbluff Towing / Scottsbluff Body & Paint _____

By: Jon Hauschild _____ Title Owner

Contact Person: Jon Hauschild _____

Day Telephone Number (308)635-3118 Night

(308)635-3118

Mailing Address:

1502 Circle Drive
(Street or Box Number)

Scottsbluff
(City
)

NE
(State)

69361
(Zip
Code)

Business Hours:

Normal business hours are the following: 7:30 _____ AM to 5:30 _____ PM

_____ 5 _____ days per week from Monday _____ through Friday _____

We have three qualified drivers on rotation to provide 24 hour service. Calls that we are unable to respond to are covered by Al's Towing.

The attached insurance policy information indicates a \$300,000 limit on BI, PI and property damage. If there is a claim that exceeds the limit the 2,000,000, our umbrella policy goes into effect.

During the past contract it has been a pleasure to work with the officers and staff of the Scottsbluff Police Department, the Scotts Bluff County Communications Center and Gering Police Department.

I am sincerely looking forward to continuing to serve the Scottsbluff and Gering areas with the 2016 service contract. If there is anything else we can do, please do not hesitate to contact me.

Jon Hauschild

Scottsbluff Towing Service
1502 Circle Drive
Scottsbluff, NE 69361

City of Scottsbluff, Nebraska

Monday, May 2, 2016

Regular Meeting

Item Pub. Hear.1

Council to conduct a public hearing to consider a rezone request for Tracts 12, and 13, Wildy and Lana Commercial Tracts addressed as 1401 19th Avenue from R-4 Multi Family to C-3 Heavy Commercial and approve the Ordinance.

Staff Contact: Annie Folck, City Planner

Agenda Statement

Item No.

For meeting of: May 2, 2016

AGENDA TITLE: Public Hearing for Rezone of Tracts 12 and 13, Wildy & Lana Commercial Tracts. These lots are addressed as 1401 19th Avenue and previously used and known as Wagon Wheel Mobile Home Park. From R-4 Multifamily Residential to C-3 Heavy Commercial.

SUBMITTED BY DEPARTMENT/ORGANIZATION: Development Services

PRESENTATION BY:

SUMMARY EXPLANATION: The applicant(s), Kathy Birch from Van Newkirk Real Estate, is representing property owners, T.H. & Spencer Steele. They have requested a rezone of their property described as Tracts 12 and 13, Wildy and Lana Commercial Tracts and addressed as 1401 19th Avenue from R-4 Multi-family Residential to C-3 Heavy Commercial.

This property has been used as a mobile home park for several years (Wagon Wheel Mobile Home Park) and is situated south of East 15th Street between 19th and 21st Avenue. Properties to the north, south and west are zoned C-3 Heavy Commercial and east of 21st Avenue the area is zoned M-1 Light Manufacturing. These parcels were zoned C-3 in the past and rezoned a few years ago to R-4 as the owner at the time was planning to remove the mobile homes and put in Multifamily rental units. He later sold the property and it has been used as a mobile home park since with different owners, the Steele's are from Colorado and would like to rezone the property back to commercial use which is a better fit for the neighborhood.

BOARD/COMMISSION RECOMMENDATION: The Planning Commission at their regular meeting of April 11, 2016 recommended approval of the zone change for the above stated lots from R-4 Multifamily Residential to C-3 Heavy Commercial.

STAFF RECOMMENDATION: Staff recommends the requested zone change.

EXHIBITS

Resolution Ordinance ☒ Contract Minutes ☒ Plan/Map ☒

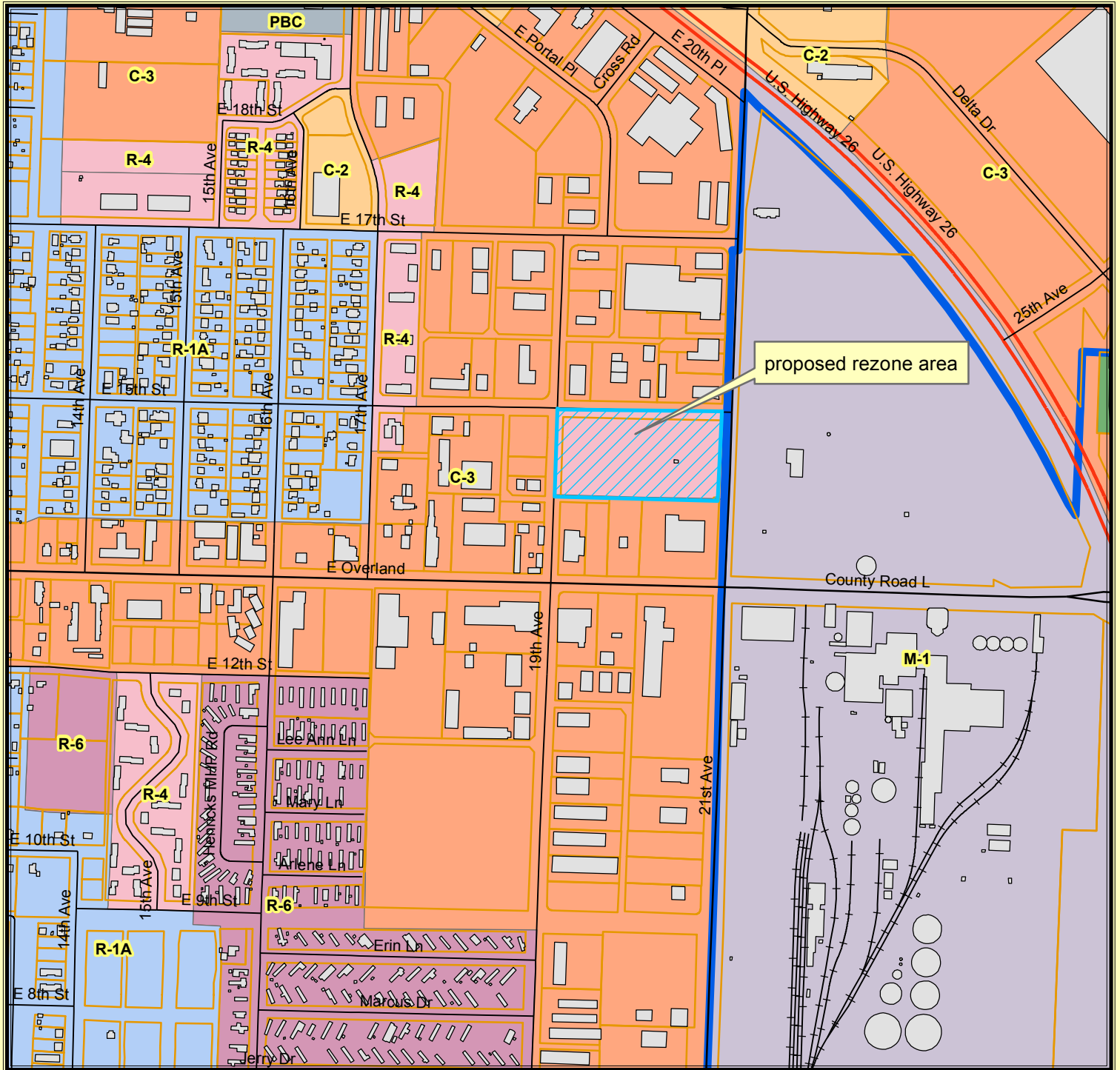
Other (specify) ☐ _____

NOTIFICATION LIST: Yes No ☒ Further Instructions ☐

APPROVAL FOR SUBMITTAL: _____
City Manager

1401 19th Avenue Rezone

R-4 Multi Family to C-3 Heavy Commercial



4/11/16



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.

ORDINANCE NO. _____

AN ORDINANCE DEALING WITH ZONING, AMENDING SECTION 25-1-4 BY UPDATING THE OFFICIAL ZONING DISTRICT MAP TO SHOW THAT TRACTS 12 & 13, WILDY & LANA COMMERCIAL TRACTS, SCOTTSBLUFF, SCOTTS BLUFF COUNTY, NEBRASKA, WHICH IS CURRENTLY ZONED AS R-4 MULTIFAMILY, WILL NOW BE INCLUDED IN C-3 HEAVY COMMERCIAL, 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 _____, 2016.

ATTEST:

Mayor

City Clerk

(Seal)

City of Scottsbluff, Nebraska

Monday, May 2, 2016

Regular Meeting

Item Pub. Hear.2

Council to conduct a Public Hearing as scheduled for this date at 6:05 p.m. to consider the Resolution and Redevelopment Plan for Owen Oral Surgery, Lot 1, Blk 10, Five Oaks Subdivision, located on the SW corner of 42nd Street and Ave. G.

Staff Contact: Nathan Johnson, City Manager

Kovarik, Ellison & Mathis, PC

ATTORNEYS AT LAW

LELAND K. KOVARIK
JAMES W. ELLISON*

MARK L. KOVARIK*
MATTHEW J. TURMAN

HANS J. HOLTORF
(1912-1992)

*Also Licensed In Wyoming

**Also licensed In Kansas

1715 11TH STREET
P. O. BOX 340
GERING, NEBRASKA 69341-0340
(308) 436-5297
Toll Free: (877) 436-5291
Fax (308) 436-2297
Email: gen@neblawyer.com
Website: <http://www.neblawyer.com>

KIMBALL OFFICE

225 S. CHESTNUT ST.
KIMBALL, NE 69145
(308) 235-3617

Please direct all
Correspondence to
Gering Office

April 28, 2016

Sent via Email (njohnson@scottsbuff.org)

Nathan Johnson
Acting City Manager/City of Scottsbuff
225 Circle Drive
Scottsbuff, NE 69361

RE: Owen Oral Surgery Center Redevelopment Plan

Dear Nathan:

I have reviewed all of the materials sent to me concerning this Redevelopment Plan. This opinion is being provided after the Planning Commission and C.R.A have met before the next City Council Meeting. I will address some issues and potential concerns.

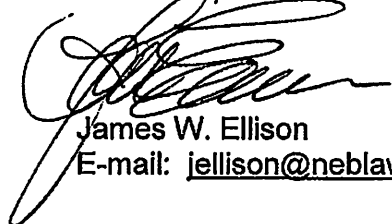
- 1. TIF Proceeds Projection May Be High.** The TIF projection estimates that the evaluation after land/building Improvements would provide an increment at \$842,853.00. This could be aggressive, but it is difficult to estimate how the assessor will look at the evaluation when complete. However, as long as the City is not the bondholder and the redeveloper and its lender are bonding the project, there will be no risk to the City of Scottsbuff. In the event that the City would consider being the bondholder that could create a problem. Based on past experiences in these types of projects, the County Assessor's assessed value is not necessarily equal to the total building improvements. I bring this to your attention only because it is possible that the assessed value after improvements may not provide the increment. A 20-30% reduction is an alternate consideration in the event there are less than anticipated tax valuations in the future.
- 2. Uses And Sources Of Funds.** In paragraph 6 A., I note that the site acquisition and site preparation (\$67,500.00 and \$10,000.00 respectfully) are included in the TIF. I do

not necessarily believe that these acquisitions qualify for TIF, unless they are considered "public" infrastructure improvements. Are these infrastructure improvements that will only benefit the clinic (i.e., private)? I also note that the parking lot/landscaping/sidewalk in the amount of \$85,000.00 is part of the TIF. Therefore, it appears the redeveloper proposes using TIF to fund the private parking lot work and improvements. This is possible as long as the public has the right to park in the parking lot. Is a "public" parking lot acceptable to the redeveloper? If not, the landscaping and sidewalk should be separated from the parking lot for compliance with TIF requirements.

3. **Notice.** It appears that the City complied with the community development law's notification requirements for the redevelopment plan, including the notice to Neighborhood Associations, County, School District, Community College, Educational Service Unit and Natural Resources District under Section 18-2115.
4. **Public Funds.** The cost benefit analysis provides a description for "TIF funds" and "private funds." However, it appears that the project site includes the completion of various streets. It may be prudent to consider adding a breakdown of "public sources" if those sources are part of the project. It is a little unclear what public sources are being provided by the City of Scottsbluff for this redevelopment project. Those can include downtown sales tax funds, LB840 economic development funds, and, of course, TIF.
5. **Preliminary Requirements.** I have not seen the original blight study and do not address the question of whether the project qualifies as a Redevelopment project and TIF. It appears from representations and statements made in the Plan that proper procedures have been followed.

Please advise if you have any questions. Thank you.

Very truly yours,
KOVARIK, ELLISON & MATHIS, P.C.



James W. Ellison
E-mail: jellison@neblawyer.com

JWE/bn
Client #: 16-5579

Page 2 of 2
N. Johnson ltr 04-28-16

CITY OF SCOTTSBLUFF
Owen Oral Surgery Center Redevelopment Plan Modification

Owen Development, LLC (the “Redeveloper”) submits this Redevelopment Plan Modification (“Modification”) based on the direction and authority given by the Scottsbluff Community Redevelopment Authority to submit the Redevelopment Plan to the City Council subject to the changes agreed upon by the Redeveloper and City Staff after review of the Redevelopment Plan by special counsel for the City.

Except as specifically modified in this Modification, the Redevelopment Plan shall remain unchanged.

This Modification does not substantially change the scope of the Redevelopment Plan. Rather, it only changes which project costs tax increment financing will be used for. Particularly, instead of using tax increment financing for costs associated with the parking lot and other miscellaneous site improvements, the Redeveloper proposes to use tax increment financing proceeds toward a portion of the Avenue G street, curb, and gutter costs (collectively “Street Costs”). The Redeveloper proposes to use tax increment financing for approximately 30% of the Street Costs, which is the portion of the street which fronts Lot 1, Block 10, Five Oaks Subdivision and will be assessed to the Redeveloper as the owner of Lot 1.

Modification 1: The table on page 7 of the Redevelopment Plan, which shows the portions of the project, and estimated costs, which the Redeveloper proposes to be paid for with tax increment financing, is modified as follows:

<u>Description</u>	<u>Estimated Cost</u>
Site Acquisition	\$ 67,500.00
Site Preparation	\$ 10,000.00
Water Connection/Improv.	\$ 9,050.00
Sewer Connection/Improv.	\$ 16,100.00
Water Line along Ave. G	\$ 16,000.00
Landscaping	\$ 16,000.00
Site Paving - Public Sidewalk	\$ 10,000.00
Avenue G Paving/Curb/Gutter	
(w/ Engineering) along Lot 1	\$ 43,821.00
Civil Engineering/Site Design	\$ 8,400.00
<u>Plan Preparation/Legal</u>	<u>\$ 15,000.00</u>
TOTAL	\$211,871.00

Modification 2: Section 6.A. *Project Sources/Use of Funds* on page 8 of the Redevelopment Plan shall be modified as follows:

Project Sources/Use of Funds: An estimated \$204,000.00 from tax increment financing is available for this Project. This public investment will leverage approximately \$1,538,720.00 in private sector investment; a private investment of almost \$7.54 for every TIF dollar invested.

Below is a breakdown of estimated costs and expenses of the Project and the use of funds for each:

<u>Description</u>	<u>TIF Funds</u>	<u>Private Funds</u>	<u>Total</u>
Site Acquisition	\$ 67,500.00		\$ 67,500.00
Site Preparation	\$ 10,000.00		\$ 10,000.00
Avenue G Paving/Curb/ Gutter (w/ Engineering)	\$ 43,821.00**	\$ 102,249.00***	\$ 146,070.00
Water Connection/Improv.	\$ 9,050.00*		\$ 9,050.00
Sewer Connection/Improv.	\$ 16,100.00*		\$ 16,100.00
Water Line along Ave. G	\$ 16,000.00*		\$ 16,000.00
Site Paving-Parking Lot		\$ 45,000.00****	\$ 45,000.00
Landscaping	\$ 16,000.00****		\$ 16,000.00
Site Paving-Public Sidewalk	\$ 10,000.00****		\$ 10,000.00
Misc. Site Improvements		\$ 6,000.00****	\$ 6,000.00
Signage		\$ 8,000.00****	\$ 8,000.00
Building		\$ 800,000.00	\$ 800,000.00
Architect-Structural Design		\$ 19,800.00	\$ 19,800.00
Architect-Floor Plan		\$ 30,000.00	\$ 30,000.00
Architect-Construction Admin		\$ 2,200.00	\$ 2,200.00
Engineering-Mechanical/ Electrical/Plumbing		\$ 17,600.00	\$ 17,600.00
Civil Engineering/Site Design	\$ 8,400.00		\$ 8,400.00
Plan Preparation/Legal	\$ 15,000.00		\$ 15,000.00
Personal Property		\$ 500,000.00	\$ 500,000.00
Subtotal	\$211,871.00	\$1,530,849.00	\$1,742,720.00
Adj. for shortfall in TIF Funds:	\$ (7,871.00)	\$ 7,871.00	\$ 0.00
Total	\$ 204,000.00	\$1,538,720.00	\$1,742,720.00

* See Attachment 10—Development Estimates

**Assessed to the Redeveloper as the owner of Lot 1 (approx. 30% frontage) through Improvement District; See Attachment 10

***Assessed to owner of Lot 2 (approx. 70% frontage) through Improvement District; See Attachment 10

****See Attachment 12—Site Work Estimates

Attachment 12: *Site Work Estimates*

April 28, 2016

John L. Selzer
Simmons Olsen Law Firm, P.C.
1502 2nd Avenue
Scottsbluff, NE 69361

RE: Owen Property Site Work

Mr. Selzer,

Per your request, we have prepared an estimate of site development costs for the Proposed Owen Property including site paving, landscaping, signage and other improvements. Please see the estimate below and contact us with any questions.

Site Paving – Parking Lot	\$45,000
Site Paving – Public Sidewalk	\$10,000
Landscaping	\$16,000
Misc. Site Improvements	\$6,000
<u>Signage</u>	<u>\$8,000</u>
TOTAL	\$85,000

Sincerely,

Baker & Associates, Inc.



Jack Baker, P.E.

CITY OF SCOTTSBLUFF

Owen Oral Surgery Center Redevelopment Plan

***Submitted by Owen Development, L.L.C.
April 1, 2016***

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CITY OF SCOTTSBLUFF
Owen Oral Surgery Center Redevelopment Plan

1. Introduction/Executive Summary

Owen Development, LLC (the “Redeveloper”) submits this Redevelopment Plan (“Plan”) to the City of Scottsbluff City Council (the “City”), the City of Scottsbluff Planning Commission (“Planning Commission”), and the City of Scottsbluff Community Redevelopment Authority (the “CRA”), pursuant to the Nebraska Community Development Law, NEB. REV. STAT. § 18-2101 *et seq.*

The City has declared blighted and substandard the area southeast of the intersection of Highway 71 and 42nd Street. Full development of this area will require the joint effort and cooperation of the City and private developers.

Under this Plan, the Redeveloper proposes to acquire and develop Lot 1, Block 10, Five Oaks Subdivision to the City of Scottsbluff. On the Project Site (as defined later in this Plan) an oral surgery office building will be constructed to be used by Owen Oral & Implant Surgery, LLC (the “Project”). Owen Oral & Implant Surgery, LLC, is a Nebraska Professional Limited Liability Company owned by Zachary Owen, DDS who recently relocated his oral and implant surgery practice to Scottsbluff from Loveland, Colorado.

The Project will also consist of several public infrastructure improvements including completion of Avenue G between 42nd Street and 40th Street and water and sewer system improvements. The Project requires a significant investment with the cost being estimated at \$1,742,720.00. Thus, the Redeveloper is requesting tax increment financing for certain eligible costs and expenses related to the Project.

2. Blighted and Substandard Condition of Project Site (NEB. REV. STAT. §§ 18-2103(10) and (11) and 18-2109)

On May 18, 2015, after a recommendation from the Planning Commission and a public hearing, the City passed Resolution 15-05-03 to declare the Project Site and nearby property blighted and substandard in accordance with NEB. REV. STAT. §§ 18-2103(10) and (11) and 18-2109. This declaration was based upon a Blight Study dated May 1, 2015 by Charles K. Bunger. Resolution 15-05-03 and the Blight Study are attached as Attachment 1.

Of particular relevance to this Project, the Blight Study states:

The site conditions retard the development of [the Project Site] which will continue to result in lower property and sales tax for the jurisdictions. New investment will not reasonably occur unless there is significant public assistance through the redevelopment authority. Considering its prominent location, a successful redevelopment effort is critical. Without redevelopment assistance, it is likely that the site will remain in its substandard or undeveloped condition. (Attachment 1; Blight Study at pg. 6).

The City has started to address the concerns raised in the Blight Study by granting tax increment financing for the Elite Health Development. This Plan is an offshoot of the Elite Health Development project and a continuance of the overall redevelopment of the blighted and substandard area—showing the “snowball effect” of public/private development efforts.

Moreover, the Blight Study refers to the inadequacy of the internal street system around the Project Site and specifically to the one-half street (Avenue G) to serve additional development (Attachment 1; Blight Study at pgs. 3-4 and 7).

This Plan will cure the inadequacy of Avenue G, which will be completed between 42nd Street and 40th Street. This momentum could continue the “snowball effect” of development to the south of the Project Site, which could lead to further improvements to and development of 40th Street and other public infrastructure improvements.

3. **Statutory Elements (NEB. REV. STAT. §§ 18-2103(13) and 18-2111)**

A. ***Boundaries of the Project Site:*** An aerial map of the “Project Site” is attached as Attachment 2. A plat of the Project Site is attached as Attachment 3. The Project Site entails Lot 1, Block 10, Five Oaks Subdivision (“Lot 1”) and portions of the adjacent public right of way including Avenue G (Tract C shown in the plat attached as Attachment 3).

B. ***Existing Uses and Condition:*** Lot 1 is currently undeveloped, vacant land.

- *East:* Avenue G, which is currently a half street, runs along the east side of Lot 1. A residential area is across Avenue G to the east of Lot 1.
- *South:* Lot 2, Block 10, Five Oaks Subdivision (“Lot 2”) is south of Lot 1. Lot 2 consists approximately 1.6 acres of undeveloped, vacant land which stretches to 40th Street. Lot 2 has been platted and is available for future development. See Attachment 3.
- *West:* The site of the Elite Health Development project adjoins Lot 1 to the west.
- *North:* Forty-second Street runs along the north side of Lot 1.

An aerial map of the Project Site and its surroundings is attached as Attachment 4.

C. ***Land Acquisition:*** The Redeveloper will acquire Lot 1 prior to the development of the Project Site.

D. ***Demolition and Removal of Structures:*** The Project Site is currently undeveloped, vacant land, and thus no demolition or removal of structures is required under the Plan.

E. ***Land Uses, Land Coverage, and Building Intensities:*** The Redeveloper intends to construct an oral surgery office building on the Project Site. This will include a 2,762 square foot building, including a 363 square foot garage; an 8,500 square foot off-street parking lot, to include 18-20 parking spaces; and 18,000 square feet of landscaping (including sidewalks and walkways). (All numbers are estimates.) Please also see the Site Plan attached as Attachment 5 and the Building Floor Plan attached as Attachment 6. The office will be leased by Owen Oral & Implant Surgery, LLC.

F. ***Site Plan:*** See Attachment 5 Site Plan and Attachment 7—“Connection to Existing Sanitary Sewer, 42nd Street and Avenue G.”

G. ***Population Densities:*** The Plan does not contemplate a change in population densities around the Project Site. Redeveloper expects an increase in use of the area by employees and patients of the oral surgery center. However, Owen Oral & Implant Surgery, LLC is a solo practice which is open regular business hours. It will employ approximately 5 to 6 employees. It expects to average about 15 patients per day (4-5 days per week). Thus, the increased volume of traffic is expected to be minimal—certainly much less than a larger

commercial development. This will provide a “buffer” between the residential areas to the east and the larger Elite Health Development to the west.

H. Zoning Changes: The Project Site was recently rezoned from Agricultural to O-P (Office and Professional). No further zoning changes are contemplated by the Plan.

I. Additional Public Facilities and Utilities:

- **Water:**
 - Lot 1 will connect to the City water line that runs along 42nd Street.
 - A fire hydrant will be placed near the southwest corner of the intersection of Avenue G and 42nd Street.
 - PVC pipe for a water line will also be installed along Avenue G between 40th Street and 42nd Street, so that at the time Lot 2 is developed, the City water lines that run along 40th Street and 42nd Street can be connected with minimal disturbance to Avenue G. (See Attachment 10, pg. 2.)
- **Sewer:** Sewer connections for Lot 1 will be made by extending the existing City sewer main from the east side of Avenue G. This will include a new sanitary sewer manhole on the west side of Avenue G. See Attachment 7

J. Street Layouts, Street Levels, and Grades: Avenue G is currently only a half street between 42nd Street and 40th Street. Under the Plan, the remaining half of Avenue G between 42nd Street and 40th Street will be constructed according to Attachment 8—“Typical Street Cross Section—Avenue G.” Curb and gutter improvements will be constructed adjacent to the street. This portion of the Project will be constructed by an improvement district created by the City and funded by assessing Lots 1 and 2.

The above public utilities and street layouts are in accordance with the Contract for Public Improvements (“Improvement Contract”), dated February 1, 2016 between the City and the Zachary and Karyn Owen Family Trust. The Improvement Contract obligates the owners of Lot 1 to make these public improvements only in the event of development of the Lot 1. (The Improvement Contract does not require the construction of Avenue G adjacent to Lot 2 until Lot 2 is developed. However, the Redeveloper feels it will be more efficient to finish Avenue G between 42nd and 40th now, which should make Lot 2 more attractive for future development. Including this in the Project now is possible due to tax increment financing covering other eligible expenses.)

K. Ordinance and Building Code Changes: No building code changes are contemplated by the Plan. An improvement district for the completion of Avenue G and adjoining curb and gutter will be created by ordinance; no other ordinance changes are contemplated.

4. **Conformity to General Plan of the City (NEB. REV. STAT. §§ 18-2112, 18-2113(1), and 18-2116(1)(a)).**

The Planning Commission, City, and CRA are all tasked with determining whether this Plan conforms to the general plan for the development of the City as a whole. NEB. REV. STAT. §§ 18-2112, 18-2113(1), and 18-2116(1)(a).

At a joint meeting of the City, Planning Commission, and CRA on March 14, 2016, the 2016 Scottsbluff Comprehensive Plan (the “Comprehensive Plan”) was adopted.

The Project Site falls in the “North of Highway 26 District” on the Future Land Use Map (pg. 23 of the Comprehensive Plan). The Comprehensive Plan (at pgs. 30-31) includes the following principles for the North of Highway 26 District:

- Encourage multi-family residential development adjacent to low-intensity commercial areas (Principle 5.d).
- Coordinate land improvements and expansion of road capacity (Principle 5.e).
- Plan for continuity of street patterns in development (Principle 6.d).
- Encourage new development to be contiguous with existing development with planned linkages between roads and utilities (Principle 6.f).
- Direct higher intensity commercial uses toward Avenue I and at major intersections (Principle 8.f).

This Plan conforms to and furthers the above principles by:

- Creating a low intensity, professional, single practice office building adjacent to the residential areas in the North of Highway 26 District; this provides a buffer between the residential areas and the higher intensity commercial area to the west. Please see Attachment 9 which is a conceptual picture of the office building. As shown, the building will blend more with residential areas than would a typical commercial building.
- Completion of Avenue G from 40th Street to 42nd Street; this could encourage development to the south and the completion of 40th Street from Avenue G to Avenue I.
- Laying a water line under the newly constructed portion of Avenue G; this will allow efficient connectivity of the City water lines running along 40th Street and 42nd Street once Lot 2 is developed and/or 40th Street is extended.

5. Proposed Financing

▪ *Tax Increment Financing.*

The Redeveloper is requesting tax increment financing to pay for statutorily eligible expenses, to the extent such funds are available. The tax increment financing will be generated from the increased property taxes to be paid on Lot 1 after development. The amount of the available proceeds from tax increment financing is estimated at approximately \$255,000.00, (including capitalized interest), calculated as follows:

2016 Assessed Value:		
Land:	\$ 24,647.00	
Building/Improvements	<u>\$ 0.00</u>	
Total		\$ 24,647.00
Estimated Value after Completion		
Land:	\$ 67,500.00	
Building:	<u>\$800,000.00</u>	
Total		<u>\$867,500.00</u>
Increment Value:		\$842,853.00
Multiplied by approximate 2% levy	x 0.02	
Annual TIF Generated (Rounded)		\$ 17,000.00
Multiplied by 15 years (Maximum Duration of TIF)	x <u>15</u>	
Estimated Tax Increment Financing Available:		<u>\$255,000.00</u>

This estimated amount, reduced to present value, will support a tax increment financing bond of approximately \$204,000.00 based on an interest rate of 3%.

Because the Plan proposes the use of tax increment financing, the City must find: the Plan would not be economically feasible without the use of tax increment financing; the Project would not occur in the blighted and substandard area without the use of tax increment financing; and the costs and benefits of the Project, including costs and benefits to other affected political subdivisions, the economy of the community, and the demand for public and private services have been analyzed and been found to be in the long term best interest of the community. NEB. REV. STAT. § 18-2116(1)(b).

Zachary Owen, DDS, by and through Owen Oral & Implant Surgery, LLC has three options for locating his dental practice: (1) rent; (2) buy an existing building; or (3) build. Option 3 has many benefits, but is the most expensive. Moreover, acquiring and building on vacant land with no infrastructure would not be economically feasible without the use of the tax-increment financing. Thus, if not for tax increment financing, the more feasible options would have been to

rent, buy, or at the most, build on developed land. However, the blighted/substandard designation of the Project Site and the availability of tax increment financing to pay for a portion of the eligible costs has made the development of the oral surgery center in the blighted/substandard area a viable option and provided an incentive to carry out this Plan and Project as proposed. Many of these eligible costs are for mandatory public improvements under the Improvement Contract including the water and sewer infrastructure improvements. However, without tax increment financing, only the bare minimum infrastructure improvements under the Improvement Contract would be completed at this time, thus leaving out Avenue G south of Lot 1 and placing the water line under Avenue G. The enhanced off-street parking and landscaping as planned are also made possible with tax increment financing.

Below are the portions of the project, and estimated costs, which the Redeveloper proposes to be paid for with increment financing:

<u>Description</u>	<u>Estimated Cost</u>
Site Acquisition	\$ 67,500.00
Site Preparation	\$ 10,000.00
Water Connection/Improv.	\$ 9,050.00
Sewer Connection/Improv.	\$ 16,100.00
Water Line along Ave. G	\$ 16,000.00
Parking Lot/Landscaping/ Sidewalk	\$ 85,000.00
Civil Engineering/Site Design	\$ 8,400.00
<u>Plan Preparation/Legal</u>	<u>\$ 15,000.00</u>
TOTAL	\$227,050.00

▪ ***Private Investment***

Funds from tax increment financing will not be sufficient to cover the entire amount of the eligible expenses set forth above and thus the excess will be paid by the Redeveloper. Moreover, the Redeveloper will make a substantial private investment in the private improvements such as the building and personal property. Please see the cost-benefit analysis in the next section for a breakdown of the source and use of Project funds, as well as the other costs and benefits of the Project.

▪ ***Improvement District***

To amortize a portion of the Redeveloper's private investment, the costs and expenses for the completion of Avenue G and adjoining curb and gutter will be constructed by improvement district created by the City and funded by assessing the owners of Lots 1 and 2. This amount is estimated to be \$146,070.00 (including engineering fees).

*Please note that all of the figures in this Plan are estimates.

6. Cost-Benefit Analysis (NEB. REV. STAT. §§ 18-2113(2); NEB. REV. STAT. § 18-2116(1)(b)).

The CRA and City are required to conduct a cost-benefit analysis for redevelopment plans including the use of tax increment financing. NEB. REV. STAT. §§ 18-2113(2) and 18-2116(1)(b). Below is the Redeveloper's analysis proposed to the CRA and City.

A. *Project Sources/Use of Funds:* As shown in the previous section, an estimated \$204,000.00 from tax increment financing is available for this Project. This public investment will leverage approximately \$1,538,720.00 in private sector investment; a private investment of almost \$7.54 for every TIF dollar invested.

Below is a breakdown of estimated costs and expenses of the Project and the use of funds for each:

<u>Description</u>	<u>TIF Funds</u>	<u>Private Funds</u>	<u>Total</u>
Site Acquisition	\$ 67,500.00		\$ 67,500.00
Site Preparation	\$ 10,000.00		\$ 10,000.00
Avenue G Paving/Curb/ Gutter (w/ Engineering)		\$ 146,070.00**	\$ 146,070.00
Water Connection/Improv.	\$ 9,050.00*		\$ 9,050.00
Sewer Connection/Improv.	\$ 16,100.00*		\$ 16,100.00
Water Line along Ave. G	\$ 16,000.00*		\$ 16,000.00
Parking Lot/Landscaping/ Sidewalk	\$ 85,000.00		\$ 85,000.00
Building		\$ 800,000.00	\$ 800,000.00
Architect-Structural Design		\$ 19,800.00	\$ 19,800.00
Architect-Floor Plan		\$ 30,000.00	\$ 30,000.00
Architect-Construction Admin		\$ 2,200.00	\$ 2,200.00
Engineering-Mechanical/ Electrical/Plumbing		\$ 17,600.00	\$ 17,600.00
Civil Engineering/Site Design	\$ 8,400.00		\$ 8,400.00
Plan Preparation/Legal	\$ 15,000.00		\$ 15,000.00
Personal Property		\$ 500,000.00	\$ 500,000.00
Subtotal	\$227,050.00	\$1,515,670.00	\$1,742,720.00
Adj. for shortfall in TIF Funds:	\$ (23,050.00)	\$ 23,050.00	\$ 0.00
Total	\$204,000.00	\$1,538,720.00	\$1,742,720.00

* See Attachment 10—Development Estimates

** Assessed to owners of Lots 1 and 2 through Improvement District; See Attachment 10

- B. Tax Revenues and Tax Shifts.** As shown in the previous section, Lot 1 has a January 1, 2016 value of \$24,647.00. This will result in an annual real property tax of approximately \$500.00. This will be available to the local taxing jurisdictions regardless of the tax increment financing. The local taxing jurisdictions are the City, Scotts Bluff County, Scottsbluff Public Schools, WNCC, ESU 13, and North Platte NRD. It is anticipated that the assessed value will increase by \$842,853.00 as a result of the redevelopment. This development will result in an estimated tax increase of approximately \$17,000.00 annually. This tax increment will not be available to local taxing jurisdictions the tax years of 2017 through 2031, but will be used to reimburse the redeveloper for the eligible development costs (with capitalized interest) necessary for the Project, as set forth above. This Plan includes approximately \$500,000.00 of personal property, which will generate additional personal property taxes for the local taxing jurisdictions.
- C. Public Infrastructure and Community Public Service Needs.** The development of the Project Site will include the completion of Avenue G from 40th Street to 42nd Street and could have the effect of encouraging development to the south and the completion of 40th Street from Avenue G to Avenue I. A water line will be laid under the newly constructed portion of Avenue G, which will allow efficient connectivity of the City water lines running along 40th Street and 42nd Street once the lot south of the Project Site is developed.
- D. Employment Within the Project Area.** Employment on the Project Site was previously zero. Employment is expected to increase to 5-6 employees.
- E. Employment in the City Outside the Project Area.** The most recent labor summary available from the Nebraska Department of Labor for the Scottsbluff area (including Scotts Bluff, Banner, and Sioux Counties) is attached as Attachment 11. This shows a local labor force of 19,908 and unemployment of 666 (3.3%). The summary shows 426 employees (2.1%) in the area of professional scientific and technical services and 3,019 (15.2%) in the area of health care and social assistance. Thus, this Project is suited for the area. No negative impacts on other employers and employees in the area are expected.
- F. Other Impacts.** This development will be the only oral surgery center in the area, which will serve not only customers of Scottsbluff, but the entire region. This will result in an increase in the use of local business and sales taxes.

Attachment 1: *Resolution 15-05-03; Blight Study*

RESOLUTION 15-05-03

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

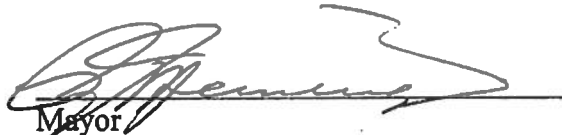
Recitals:

- a. It is necessary, desirable, advisable, and in the best interests of the City of Scottsbluff, Nebraska (the "City"), for the City to undertake and carry out redevelopment projects in certain areas of the City that are determined to be blighted and substandard and in need of redevelopment;
- b. The Community Development Law, Chapter 18, Article 21, Reissue Revised Statutes of Nebraska, as amended (the "Act"), prescribes the requirements and procedures for the planning and implementation of redevelopment projects;
- c. Section 18-2109 of the Act requires that, prior to the preparation of a redevelopment plan for a redevelopment project, the Mayor and City Council shall, by resolution, declare the area to be blighted and substandard;
- d. At its regular City Council meeting on May 18, 2015, the Mayor and City Council of the City held a public hearing (the "Public Hearing") to determine whether the area more fully described on Attachment 1 (the "Redevelopment Area") should be declared blighted and substandard, and in need of redevelopment, as required by the Act;
- e. The City published and mailed notices of the Public Hearing regarding the consideration of declaring property to be blighted and substandard pursuant to Section 18-2115 of the Act;
- f. The Public Hearing was conducted and all interested parties were afforded a reasonable opportunity to express their views respecting the declaration of the Redevelopment Area as blighted and substandard and in need of redevelopment, and the Mayor and City Council reviewed and discussed a blight and substandard determination analysis as per Attachment 2 (the "Blight Study") prepared by Charles K. Bunger, Attorney at Law;
- g. The Blight Study was forwarded to the Planning Commission of the City for its review and recommendation and the Mayor and City Council reviewed the recommendations received from the Planning Commission; and
- h. The Mayor and City Council desire to determine whether the Redevelopment Area is blighted and substandard and in need of redevelopment in accordance with the Act.

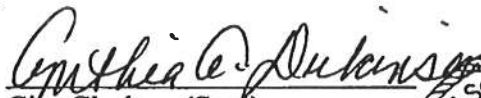
Resolved that:

1. The Redevelopment Area is declared to be substandard and in need of redevelopment pursuant to the Act, in that conditions now exist in the Redevelopment Area for meeting the criteria set forth in Section 18-2103(10) of the Act, as described and set forth in the Blight Study. The Redevelopment Area is more particularly described on Attachment 1.
2. The Redevelopment Area is further declared to be blighted and in need of redevelopment pursuant to the Act, in that conditions now exist in the Redevelopment Area meeting the criteria set forth in Section 18-2103(11) of the Act, as described and set forth in the Blight Study.
3. The blighted and substandard conditions existing in the Redevelopment Area are beyond remedy and control solely through the regulatory process and the exercise of police power and cannot be dealt with effectively by the ordinary operations of private enterprise without the aids provided by the Act, and the elimination of the blighted and substandard conditions under the authority of the Act is found to be a public purpose and declared to be in the public interest.
4. The Redevelopment Area is in need of redevelopment and is or will be an eligible site for a redevelopment project under the provisions of the Act at the time of the adoption of any redevelopment plan with respect to the Redevelopment Area.
5. This Resolution shall become effective immediately upon its adoption.

PASSED and APPROVED on May 18, 2015.


Mayor

ATTEST:


City Clerk (Seal)





STUDY OF BLIGHT AND SUBSTANDARD CONDITIONS

City of Scottsbluff, Nebraska

May 1, 2015

This report documents the existence of blighted and substandard conditions for an area in Scottsbluff, Nebraska (the “Study Area”) located on the southeast corner of HWY 71 and 42nd Street. This Study Area includes single family residences, commercial buildings, several undeveloped lots and abutting street rights of way. This study is intended to review the Study Area for eligibility (as blighted and substandard) pursuant to Section 18-2103 of Nebraska Revised Statutes, as contained in the Nebraska Community Development Law (the “Act”). The Adler Tracts Subdivision is included in this Study Area, as the condition of both its buildings and infrastructure significantly contribute to the blighted and substandard conditions of the specific area within the City of Scottsbluff (the “City”) that is proposed for the blighted and substandard designation. This discussed in more detail below.

Legal Description

The Study Area is described on Exhibit A1, attached hereto and made a part hereof by this reference. The area within the City to be designated as blighted and substandard is described on Exhibit A2, attached hereto and made a part hereof.

Relevant Nebraska Statutes

The constitutional terms, “Substandard” and “Blighted” are statutorily defined in §18-2103, which are set out below:

(10) **Substandard areas** means an area in which there is a predominance of buildings or improvements, whether nonresidential or residential in character, which, by reason of dilapidation, deterioration, age or obsolescence, inadequate provision for ventilation, light, air, sanitation, or open spaces, high density of population and overcrowding, or the existence of conditions which endanger life or property by fire and other causes, or any combination of such factors, is conducive to ill health, transmission of disease, infant mortality, juvenile delinquency, and crime, (which cannot be remedied through construction of prisons), and is detrimental to the public health, safety, morals, or welfare;

(11) **Blighted area** means an area, which

(a) by reason of the presence of a substantial number of deteriorated or deteriorating structures, existence of defective or inadequate street layout, faulty lot layout in

relation to size, adequacy, accessibility, or usefulness, insanitary or unsafe conditions, deterioration of site or other improvements, diversity of ownership, tax or special assessment delinquency exceeding the fair value of the land, defective or unusual conditions of title, improper subdivision or obsolete platting, or the existence of conditions which endanger life or property by fire and other causes, or any combination of such factors, substantially impairs or arrests the sound growth of the community, retards the provision of housing accommodations, or constitutes an economic or social liability and is detrimental to the public health, safety, morals, or welfare in its present condition and use; and,

(b) in which there is at least one of the following conditions:

- (i) Unemployment in the designated area is at least one hundred twenty percent of the state or national average;
- (ii) the average age of the residential or commercial units in the area is at least forty years;
- (iii) more than half of the plotted and subdivided property in an area is unimproved land that has been within the city for forty years and has remained unimproved during that time;
- (iv) the per capita income of the area is lower than the average per capita income of the city or village in which the area is designated; or
- (v) the area has had either stable or decreasing population based on the last two decennial censuses.

Analysis of Study Area

This section reviews the land use, infrastructure, building and economic conditions found within the Study Area. A field survey was completed on July 26, 2014, and a review of conditions on April 12, 2015. The following section identifies such existing conditions and additional factors which contribute to a determination of a blighted and substandard condition. This analysis is based upon the observations during the field survey, available public records and interviews with the owners' representatives.

The inclusion of the Adler Tracts in this Study Area is appropriate as it impacts the adjacent undeveloped area that is within the City of Scottsbluff and should not be ignored. The development potential of property is determined not only by the condition of the property itself, but the condition of the adjacent land. This inclusion finds additional support in the Act. The Act provides that a redevelopment authority has redevelopment powers within its "Area of Operation" in a blighted and substandard area. The city, not the redevelopment authority, determines the boundaries of the blighted and substandard area, pursuant to Section 18-2109 of

the Act. This determination is not specifically limited to areas totally within the city. Section 18-2123 of the Act provides in relevant part “that the development of land outside the city, but within a radius of three miles thereof,... or is a necessary adjunct to the general community redevelopment program of the city, the acquisition, planning, preparation for the development or disposal of such land shall constitute a redevelopment project which may be undertaken by the authority in the manner provided in the foregoing sections.” Section 18-2153 of the Act further provides in relevant part that the Act “and all grants of power, authority, rights, or discretion to a city or village and to an authority created under the Community Development Law shall be liberally construed, and all incidental powers necessary to carry into effect such sections are hereby expressly granted to and conferred upon a city, village or authority created pursuant to the Community Development Law.” Therefore the inclusion of the area outside but adjacent to the City is both necessary and appropriate for the sound redevelopment planning and program of the City.

Substandard Area Analysis

As previously set forth in Section 18-2103 (10), the factors which define a **substandard area** include a “preponderance of buildings or improvements, whether nonresidential or residential in character, which, by reason of” the following circumstances:

1. *Dilapidation or Deterioration*

This subsection considers the building and improvements within the Study Area. The main infrastructure components may include water, sewer, sidewalks, streets, curb and gutter, and accessibility. Public utilities can directly influence a community’s capacity for growth. If infrastructure improvements are outdated or unavailable, land development must await their installation or updating.

While all the above mentioned criteria were evaluated, only some of those determined to contribute to the blight and substandard conditions for the Study Area need be considered here, as follows:

(a) The Adler Tracts is internally served solely by substandard streets known as West Adler Drive. These streets are passible by vehicles, but without curb and gutter drainage and are completely inadequate for the future development of the site. See photo _____. The undeveloped

Study of Blight and Substandard Conditions

area within the City has no internal street system except two streets which are only one-half the required width of normal and are inadequate to serve additional development.

(b) The buildings in the Adler Tracts are primarily residential. All of the lots externally exhibit conditions of dilapidation and deterioration. These include out buildings and trailers. A majority of the buildings either appear or are assessed by the county as badly worn. See photos _____. The undeveloped area within the City has no structures.

Conclusion:

The results of the field survey of building conditions and a review of public records indicate that a majority of the structures have major deficiencies, are deteriorating and need rehabilitation. Due to this fact, a majority of all structures within the Study Area can be classified pursuant to the Act as being substandard. The existence of this level of substandard structures and improvements constitutes a reasonable presence of substandard conditions in this Study Area which inhibits the sound growth of the area within the City.

2. ***Age or Obsolescence***

A structure, whether it is a building or part of an infrastructure system, may be considered substandard even though it is not currently in such a dilapidated condition as to be unusable in its present circumstances. The age of a structure may indicate that its useful economic life is limited before expensive repairs or replacement become necessary. A structure may also be well suited for a past purpose, but be economically or functionally obsolete to support a modern use. As discussed above there are both permanent and temporary structures located in the Study Area. The infrastructure, while barely adequate to serve the Adler Tracts, is unsuited to any modern commercial or residential development. This inadequacy indicates both functional and economic obsolescence.

Conclusion:

The Act specifies that one of the elements of substandard condition is a predominance of older or obsolete structures. Therefore with a majority of the infrastructure and buildings meeting these criteria, the Study Area can be considered to be substandard by reasons of structure age and obsolescence.

3. Inadequate Provisions for Ventilation, Light, Air, Sanitation or Open Space

During the field survey conducted to determine building conditions, building and grounds conditions were also evaluated with regard to factors that present on-going negative conditions or impacts and thus contribute to the physical decline of any developed urban area. The lack of adequate ventilation, sun light, clean air, proper sanitation facilities and open space can be a contributing factor to the decline of any urban area and the presence of any or all of these in reasonable numbers or intensity is considered, under Act, to contribute to the substandard character of any urban area.

The survey did not reveal any appreciable problems with ventilation of structures or where the size of the building on the lot and / or the small lot size itself did contribute to situations where there is a lack of sunlight and lack of open space.

Conclusion:

The field investigation documented that there are no properties within the Study Area where the lack of adequate provisions for sunlight and open space contribute to the substandard factors of the Study Area.

4. Existence of Conditions which Endanger Life or Property by Fire or other Causes

The field survey indicated that there are conditions which endanger life or property to varying degrees within the Study Area. These include the deteriorating condition of many of the buildings and debris in the lots. This combination of old, and potentially or probable abandoned structures, presents a substantial potential for endangerment of life and property.

Conclusion:

A number of conditions which endanger life or property values (as further discussed in paragraph below) do now exist in this Study Area, and these conditions are sufficient in number and distribution to qualify as a substandard factor.

5. Any Combination of Factors which are conducive to Ill Health, Transmission of Disease, Infant Mortality, Juvenile Delinquency and Crime, and is Detrimental to the Public Health, Safety, Morals or Welfare

The above listed factors indicate substandard conditions that do exist in the Study Area. These conditions also present a real potential for detrimental effects on the safety and health of the citizens residing in or near the Study Area when two or more of the substandard conditions occur in the Area. An evaluation of the various combinations of substandard conditions listed above produced the following findings.

Conclusion:

The combination of these types of substandard factors in the Study Area significantly and negatively affects the population working and residing both in and outside the City. This impact on the population is sufficient to conclude that this combination of negative factors is in and of itself a substandard factor in this Study Area. The site conditions retard the development of the undeveloped portion of the Study Area which will continue to result in lower property and sales tax for the jurisdictions. New investment will not reasonably occur unless there is significant public assistance through the redevelopment authority. Considering its prominent location, a successful redevelopment effort is critical. Without redevelopment assistance, it is likely that the site will remain in its substandard or undeveloped condition.

Blighted Area Analysis

As previously set forth in Section 18-2103 (11), the factors which define a **blighted area** include:

(a) Any combination of the following factors which “substantially impairs or arrests the sound growth of the community, retards the provision of housing accommodations, or constitutes an economic or social liability”, to wit:

1. Presence of a Substantial Number of Deteriorated or Deteriorating Structures

Study of Blight and Substandard Conditions

As discussed in the previous analysis of the substandard factors, most of the structures in the Study Area are judged to be deteriorating. The deteriorated and inadequate road and drainage improvements described as substandard above also clearly fit within this definition. These continuing conditions and under-use of the property will lead to further deterioration and the consequent emergence of conditions that constitute an economic liability, which both endanger property and are detrimental to the public welfare.

Conclusion:

The presence of these substandard structures is a strong factor contributing to the conditions of blight.

2. Existence of Defective or Inadequate Street Layout

The deteriorated and inadequate road/drives discussed in the prior analysis as substandard do not provide adequate infrastructure for development. West Adler Drive consists as two distinct dead-ended drives separated by a drainage ditch. The drives do not have a publically dedicated turn around or connection that a public street or cul-de-sac is required to have. The undeveloped portion of the Study Area has no internal street system, but is served by two streets which are only one-half the required width, and are therefore substandard to serve additional development.

Conclusion:

The internal street layout is defective and inadequate for further development of the property.

3. Faulty Lot Layout in Relation to Size, Adequacy, Accessibility or Usefulness

The Study Area is platted.

Conclusion:

Redevelopment of the Adler Tracts may require some platting into urban commercial or residential lots, with additional internal rights-of-way.

4. Unsanitary and Unsafe Conditions

Study of Blight and Substandard Conditions

As discussed previously in the analysis of substandard factors, there are several instances within the Study Area where unsanitary and unsafe conditions exist. These include both attractive nuisances such as the open or abandoned structures.

Conclusion:

There are significant unsanitary and unsafe conditions that do, or reasonably will, exist to constitute a condition of blight.

(b) the following conditions (from five objective criteria listed in the statute) are present, to wit:

The average age of the residential or commercial units in the area is at least forty years

The majority of the buildings in the Study Area appear to exceed forty (40) years in age. However a further inquiry of public records would be required to validate this observation.

Decreasing or Stable Population

The Study Area has displayed a stable or decreasing population between the last two decennial censuses. The portion of the Study Area within the City has had no population between the last two decennial censuses.

Income Level

The median income of the census tract is lower than the average median income of Scotts Bluff County and the average of the census tracts within the City.

Conclusion of Blighted and Substandard Analysis

Based on this analysis, the property within the Study Area meets the subjective criteria of both blighted and substandard conditions and displays the presence of at least two, and perhaps three, of the objective criteria required for a finding of blighted condition. The requirement of the Act is that at least one of these needs to be present.

Conformance with the Comprehensive Plan

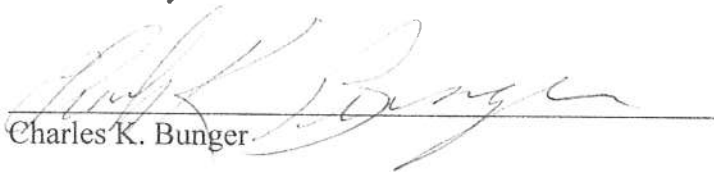
A declaration of blighted and substandard conditions in the Study Area conforms with the City of Scottsbluff Comprehensive Plan because it:

- Is located in an area eligible for such declaration.
- Allows for incentives to keep the employment base and supporting commercial activity in an area currently served by major infrastructure. .
- Is located along an existing major arterial.
- Provides a financing tool for the development of a variety of additional housing units.

Blighted and Substandard Area Declaration

By virtue of the findings of this study, the Study Area (as amended) may retain the blighted and substandard designation, pursuant to the requirements of the Nebraska Community Development Law.

Submitted by:


Charles K. Bunger

Attachment 2: *Aerial Map of Project Site*



Baker & Associates
Inc.
Engineers • Architects • Surveyors
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1300 EAST 18TH STREET
SCOTTSBLUFF, NE 68301
308-432-3123
www.baker-and-a.com

Attachment 3: *Plat of Project Site*

**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	
NO.	DESCRIPTION
1	ORIGINAL PLAT
2	REVISION 1
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5	REVISION 4
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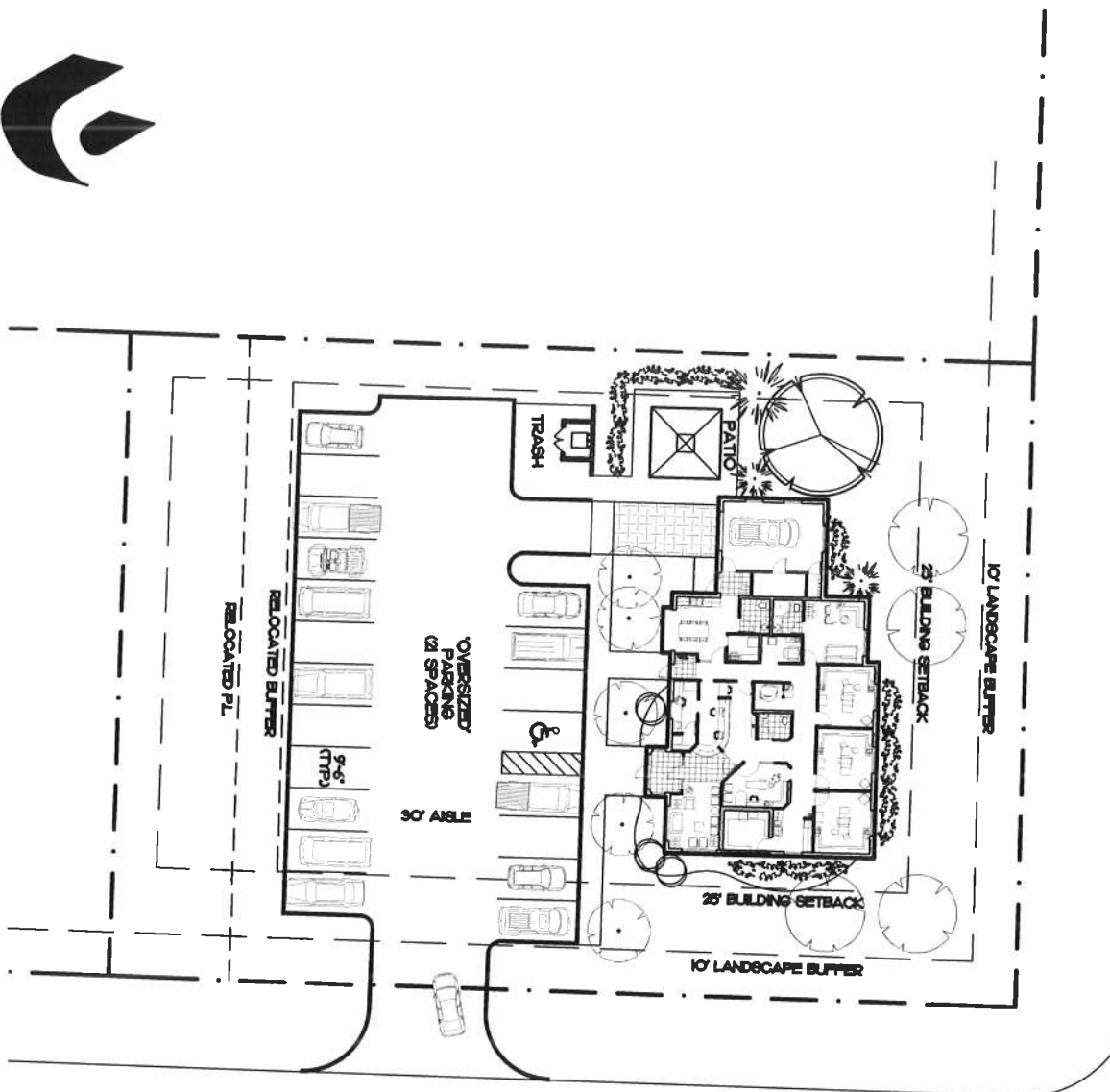
Attachment 4: *Aerial Map of Project Site and Surroundings*

Project Site-Aerial

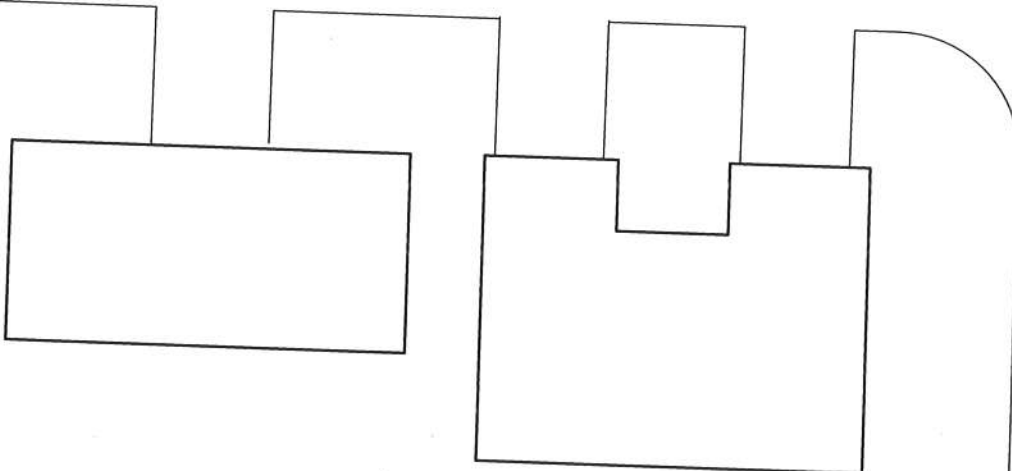


Attachment 5: *Site Plan*

42ND STREET



AVENUE 'G'



UNTHANK
DESIGN GROUP
5930 Vandenoort Drive
Lincoln, Nebraska 68516
ph 402.423.3300 fax 402.423.3377

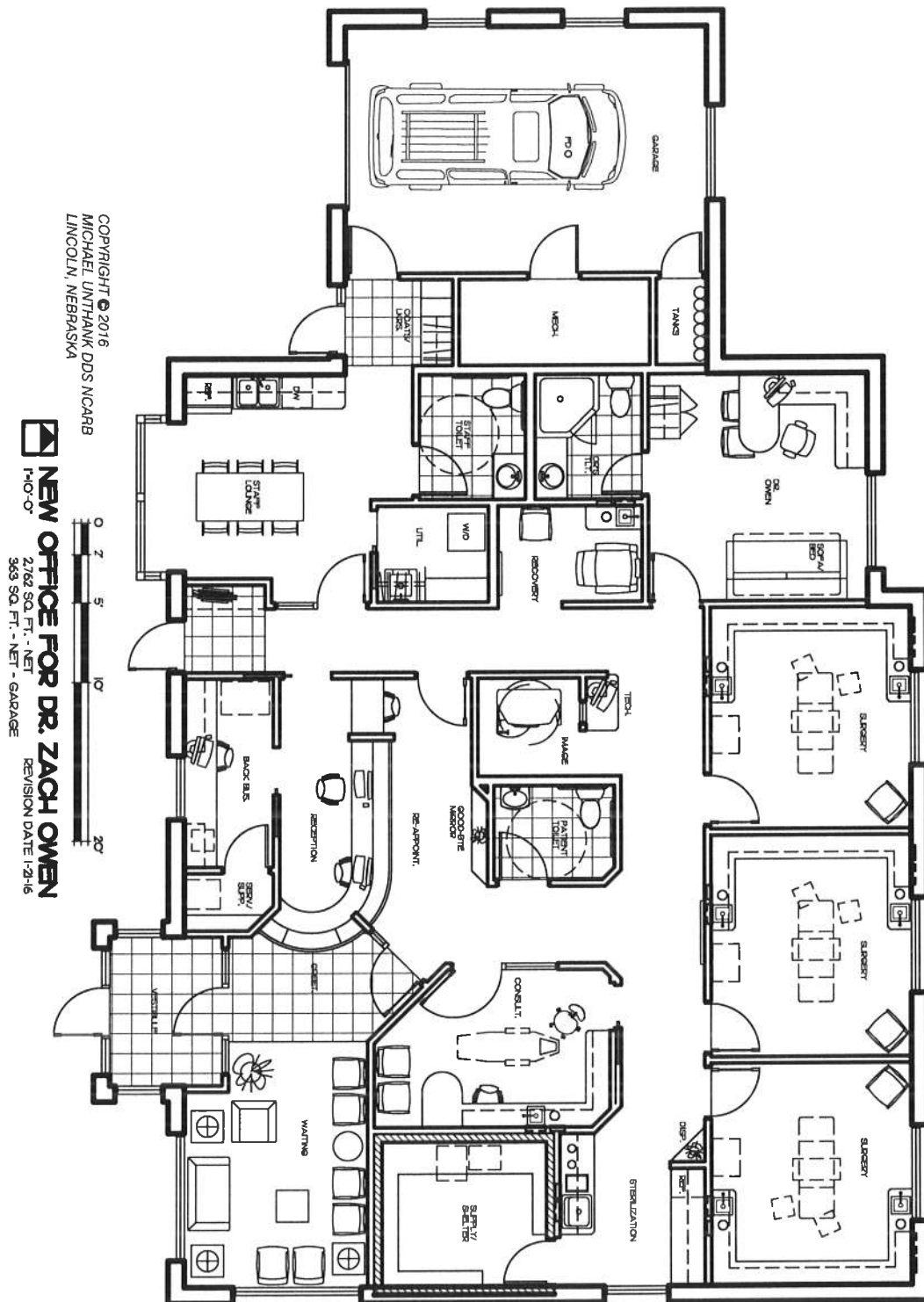
NEW OFFICE FOR DR. ZACH OWEN
SCOTTSBLUFF, NEBRASKA
Date: January 21, 2016



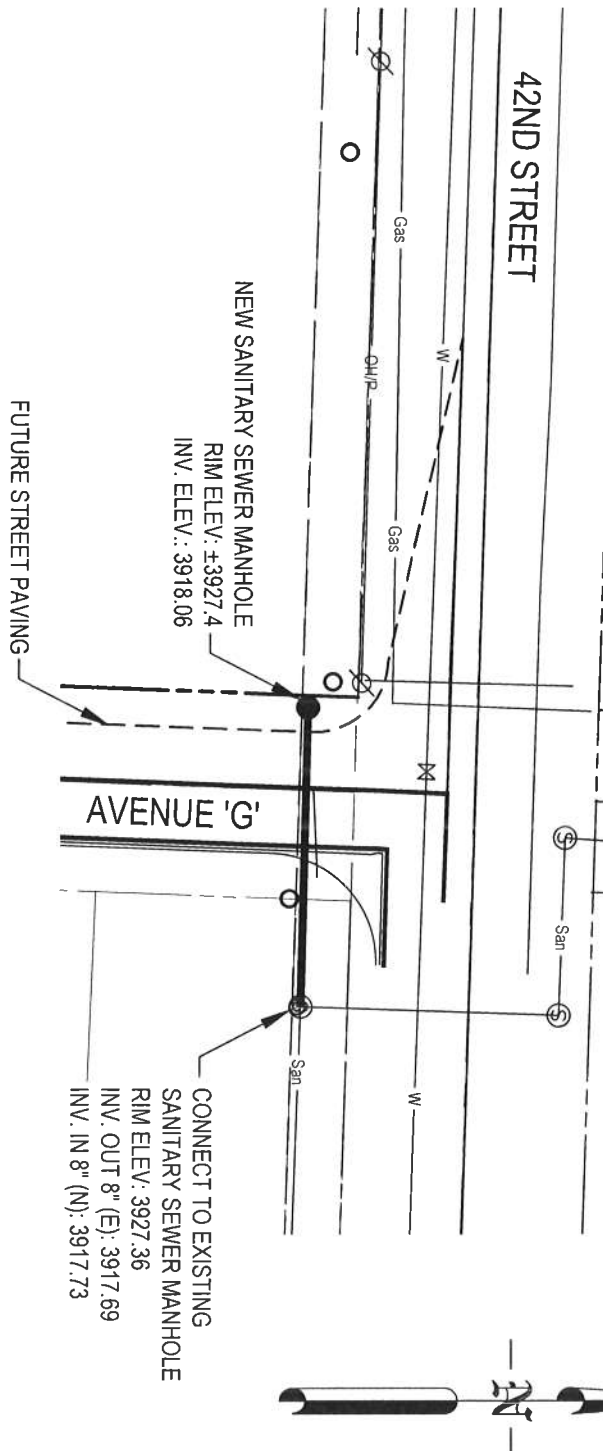
SITE PLAN

1" = 40'

Attachment 6: *Building Floor Plan*

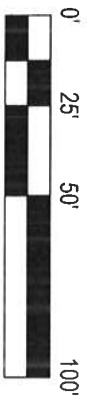


Attachment 7: *Connection to Existing Sanitary Sewer 42nd Street and
Avenue G*



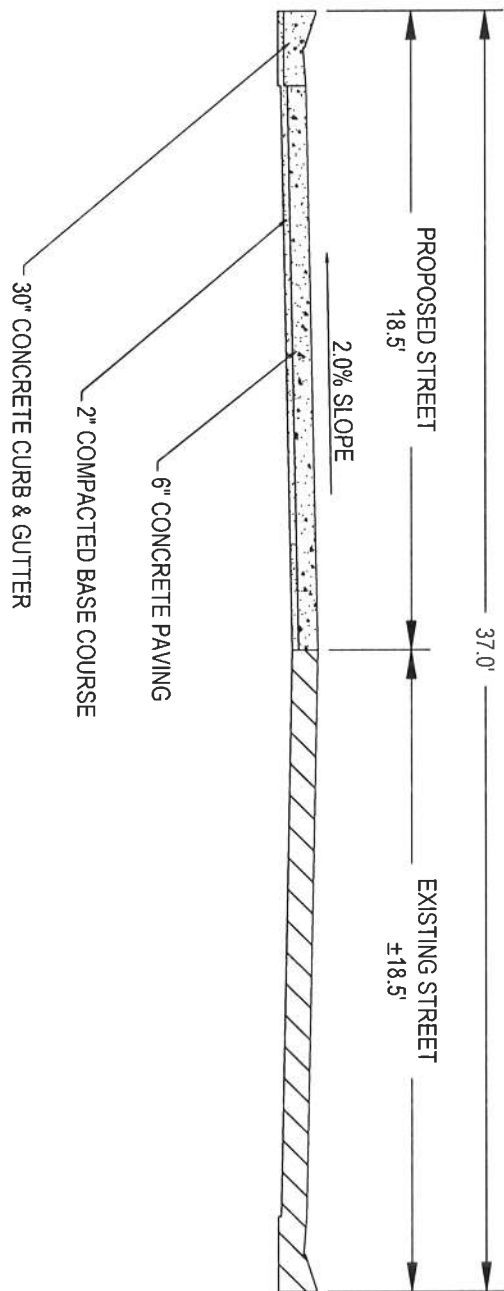
CONNECTION TO EXISTING SANITARY SEWER
42ND STREET AND AVENUE 'G'

SCALE: 1" = 50'



Baker
& A associates
Inc.
ENGINEERS • ARCHITECTS • SURVEYORS

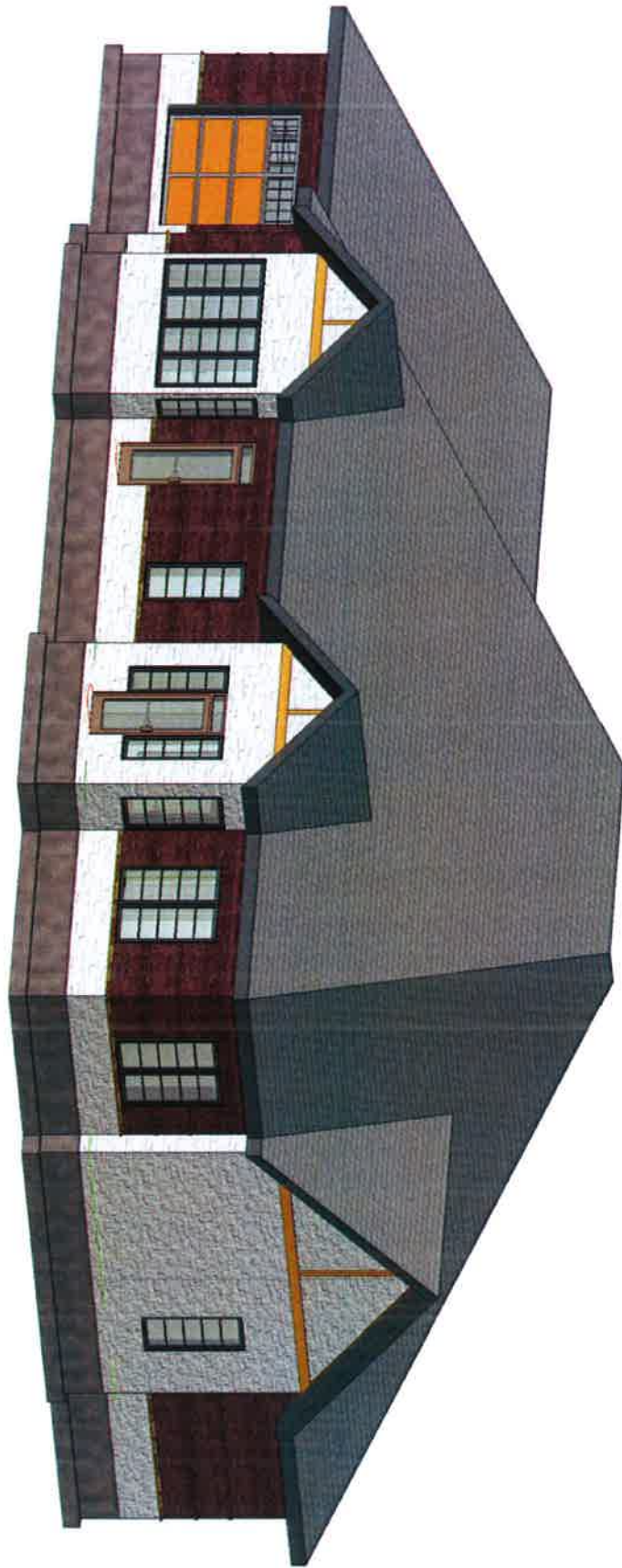
Attachment 8: *Typical Street Cross Section—Avenue G*



TYPICAL STREET CROSS SECTION - AVENUE 'G'

NOT TO SCALE

Attachment 9: *Conceptual Picture of Office Building*



Attachment 10: *Development Estimates*



Engineers*Architects*Surveyors
120 E. 16th St., Suite A
Scottsbluff, NE 69361

Project: FIVE OAKS
Owner: Zach Owen
Contract No:
Date: 2/10/2016

				Engineers Probable Costs	
Item #	Description/ Units	Unit	Total Quantity		
Schedule A - Street Paving					
A-1	Mobilization	LS	1.0	\$ 5,000.00	\$ 5,000.00
A-2	Pavement - 6" PCC	SY	1265.0	\$ 60.00	\$ 75,900.00
A-3	Curb & Gutter - 30" PCC	LF	725.0	\$ 28.00	\$ 20,300.00
A-4	Grading & Subgrade Preparation	SY	1470.0	\$ 5.00	\$ 7,350.00
A-5	Cross Pans - 6" PCC	SY	20.0	\$ 60.00	\$ 1,200.00
A-6	Base Course - 2"	SY	1470.0	\$ 6.00	\$ 8,820.00
A-7	Curb Returns - 6" PCC	EA	3.0	\$ 3,000.00	\$ 9,000.00
Total - Schedule A					\$ 127,570.00
Schedule B - Water Service					
B-1	Connect to Existing Water Line	EA	1.0	\$ 1,000.00	\$ 1,000.00
B-2	1" Water Service, Polyethylene	LF	100.0	\$ 20.00	\$ 2,000.00
B-3	1" Curb Stop	EA	1.0	\$ 750.00	\$ 750.00
B-4	Fire Hydrant Assembly - 6"	EA	1.0	\$ 4,500.00	\$ 4,500.00
B-5	1" Water Service Connection	EA	1.0	\$ 800.00	\$ 800.00
Total - Schedule B					\$ 9,050.00
Schedule C - Sanitary Sewer					
C-1	Mobilization	LS	1.0	\$ 2,000.00	\$ 2,000.00
C-2	Sanitary Sewer - 8" PVC	LF	80.0	\$ 50.00	\$ 4,000.00
C-3	Sanitary Sewer - 4" PVC	LF	40.0	\$ 40.00	\$ 1,600.00
C-4	Manhole - 4' Diameter	EA	1.0	\$ 5,000.00	\$ 5,000.00
C-5	Concrete R&R, 6" PCC	LF	25.0	\$ 80.00	\$ 2,000.00
C-6	Connect to Existing Sanitary Sewer	EA	1.0	\$ 1,500.00	\$ 1,500.00
Total - Schedule C					\$ 16,100.00

Assumptions: Street paving the full length of street.
Sanitary sewer connection to existing manhole east of G and 42nd
Water tap connection to line in 42nd Street
No costs figured for site work including sidewalk, grading, etc.

April 1, 2016

John L. Selzer
Simmons Olsen Law Firm, P.C.
1502 2nd Avenue
Scottsbluff, NE 69361

RE: Owen Property Water Line

Mr. Selzer,

Per our meeting and discussion, as part of the Owen property development the intent is to install a 6" PVC waterline within the ROW of avenue G with the understanding that this pipe will be capped and buried for future connection to the City system if and when the adjacent land to the south is developed. This would allow for future connection of the line without the need to remove concrete or site work that will be part of this current development.

At that time, the pipe would be exposed on each end, flushed, chlorinated, and pressure tested before being connected to the City system. We would also install connections for fire hydrants water services or other appurtenances necessary for functional use and acceptance by the City of Scottsbluff.

The total estimated costs for this installation are approximately \$20.00 per lineal foot for approximately 800 feet or a total of \$16,000.

Please contact our office with any questions.

Sincerely,

Baker & Associates, Inc.



Jack Baker, P.E.

Attachment 11: *Department of Labor Statistics*

Scottsbluff MC (Scotts Bluff, Banner and Sioux Counties)

2016	FEB-16 (Preliminary)	JAN-16 (Revised)	Month Change	FEB-15	Year Ago Change
Labor Force Total	19,908	19,733	175	NA	NA
Employment	19,242	19,051	191	NA	NA
Unemployment	666	682	-16	NA	NA
Unemployment Rate	3.3	3.5	-0.2	NA	NA
Nonfarm Employment	18,032	17,907	125	NA	NA
Agriculture Forestry Fishing and Hunting	*****	*****	*****	NA	NA
Mining Quarrying and Oil and Gas Extraction	*****	*****	*****	NA	NA
Utilities	35	35	0	NA	NA
Construction	907	882	25	NA	NA
Manufacturing	1,056	1,075	-19	NA	NA
Wholesale Trade	901	902	-1	NA	NA
Retail Trade	2,347	2,337	10	NA	NA
Transportation and Warehousing	1,089	1,087	2	NA	NA
Information	296	295	1	NA	NA
Finance and Insurance	699	708	-9	NA	NA
Real Estate and Rental and Leasing	90	90	0	NA	NA
Professional Scientific and Technical Services	426	419	7	NA	NA
Management of Companies and Enterprises	71	71	0	NA	NA
Administrative and Support and Waste Management and Remediation Services	1,109	1,084	25	NA	NA
Educational Services	338	338	0	NA	NA
Health Care and Social Assistance	3,019	3,018	1	NA	NA
Arts Entertainment and Recreation	189	178	11	NA	NA
Accommodation and Food Services	1,463	1,467	-4	NA	NA
Other Services (except Public Administration)	589	589	0	NA	NA
Federal Government	174	175	-1	NA	NA
State Government	614	609	5	NA	NA
Local Government	2,616	2,544	72	NA	NA

Note: Due to benchmarking, revised data for February 2015 is not available at this time. All benchmarked data will be published on April 15.

***** Data is not available due to disclosure suppression.

RESOLUTION 16-__

**BE IT RESOLVED BY THE PLANNING COMMISSION OF THE CITY OF
SCOTTSBLUFF, NEBRASKA:**

Recitals:

a. Pursuant to the Community Development Law, NEB. REV. STAT. § 18-2101 *et seq.*, a redevelopment plan titled *Owen Oral Surgery Center Redevelopment Plan*, prepared by Owen Development, L.L.C. (the "Redevelopment Plan") has been submitted to the Planning Commission.

b. The Planning Commission has reviewed the Redevelopment Plan as to its conformity with the 2016 Scottsbluff Comprehensive Plan (the "Comprehensive Plan").

Resolved:

1. The Planning Commission finds that Redevelopment Plan conforms to the Comprehensive Plan and recommends approval of the Redevelopment Plan to the Scottsbluff Community Redevelopment Authority and City Council.

2. All prior resolutions of the Commission in conflict with the terms and provisions of this Resolution are repealed to the extent of such conflicts.

3. This Resolution shall become effective immediately upon its adoption.

PASSED and APPROVED on April 11, 2016.

**PLANNING COMMISSION OF THE CITY
OF SCOTTSBLUFF, NEBRASKA**

By: Becky Estrada
Chair

ATTEST:

By: Annie Urdiales
Recording Secretary

RESOLUTION NO. ~~16~~-CRA-16-4-1

BE IT RESOLVED BY THE COMMUNITY REDEVELOPMENT AUTHORITY OF THE CITY OF SCOTTSBLUFF, NEBRASKA:

Recitals:

a. Pursuant to the Community Development Law, NEB. REV. STAT. § 18-2101 *et seq.*, a redevelopment plan titled *Owen Oral Surgery Center Redevelopment Plan*, prepared by Owen Development, L.L.C. (the "Redevelopment Plan") has been submitted to the Scottsbluff Community Redevelopment Authority ("CRA"). The Redevelopment Plan proposes to redevelop an area of the City which the City Council has declared to be blighted and substandard and in need of redevelopment. The Redevelopment Plan includes the use of tax increment financing.

b. The Redevelopment Plan has been reviewed by the Planning Commission, which found that the Redevelopment Plan conforms to the 2016 Scottsbluff Comprehensive Plan (the "Comprehensive Plan"). The Planning Commission recommended approval of the Redevelopment Plan to the CRA and City Council.

c. The CRA has reviewed and conducted a cost-benefit analysis of the Redevelopment Plan and makes the findings and recommendations as set forth in this Resolution.

Resolved:

1. The proposed land uses and building requirements in the Redevelopment Plan are designed with the general purposes of accomplishing, in conformance with the Comprehensive Plan, a coordinated, adjusted, and harmonious development of the City and its environs which will, in accordance with present and future needs, promote health, safety, morals, order, convenience, prosperity, and the general welfare, as well as efficiency and economy in the process of development, including, among other things, adequate provision for traffic, vehicular parking, the provision of adequate transportation, water, sewerage, and other public utilities, and other public requirements, the promotion of sound design and arrangement, the wise and efficient expenditure of public funds, and the prevention of the recurrence of conditions of blight.

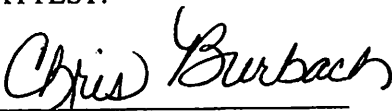
2. The CRA has conducted a cost benefit analysis for the project in accordance with the Community Redevelopment Law, and finds that the project as proposed in the Redevelopment Plan would not be economically feasible or occur in the project area without tax increment financing and the costs and benefits of the project, including costs and benefits to other affected political subdivisions, the economy of the community, and the demand for public and private services, are in the long term best interests of the community.

3. The CRA states: (a) the Redeveloper will acquire the project area by private sale at the estimated cost of \$67,500.00; (b) the estimated cost of preparing the project area for redevelopment is \$10,000.00; (c) the Redevelopment Plan does not propose that either the CRA or City will acquire the project area and neither the CRA nor City will receive proceeds or revenue from disposal of the project area to the Redeveloper; (d) the proposed methods of financing of the project are (i) the use of an improvement district which will assess the project area and an adjoining lot for street improvements in the estimated cost of \$146,070.00; (ii) tax increment financing for other eligible costs in the estimated amount of \$204,000.00; and (iii) private investment and borrowing for the remainder of the project costs; and (e) no families or businesses will be displaced as a result of the project.

4. The CRA recommends approval of the Redevelopment Plan to the City Council.
5. This Resolution along with the recommendation of the Planning Commission shall be forwarded to the City Council for its consideration when reviewing the Redevelopment Plan.
6. All prior resolutions of the CRA in conflict with the terms and provisions of this Resolution are repealed to the extent of such conflicts.
7. This Resolution shall become effective immediately upon its adoption.

PASSED AND APPROVED on April 25, 2016.

ATTEST:



Recording Secretary

**COMMUNITY REDEVELOPMENT
AUTHORITY OF THE CITY OF
SCOTTSBLUFF**



Vice Chair

RESOLUTION NO. 16-__

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

Recitals:

a. Pursuant to the Community Development Law, NEB. REV. STAT. § 18-2101 *et seq.* (the “Act”) a redevelopment plan titled *Owen Oral Surgery Center Redevelopment Plan*, prepared by Owen Development, L.L.C. (the “Redevelopment Plan”) has been submitted to the Scottsbluff Community Redevelopment Authority (“CRA”). The Redevelopment Plan, as modified by the direction and authority of the CRA (which modification shall be included in the term “Redevelopment Plan” herein) proposes to redevelop an area of the City which the City Council has declared to be blighted and substandard and in need of redevelopment. The Redevelopment Plan includes the use of tax increment financing.

b. The Redevelopment Plan has been reviewed by the Planning Commission, which found that the Redevelopment Plan conforms to the 2016 Scottsbluff Comprehensive Plan (the “Comprehensive Plan”). The Planning Commission recommended approval of the Redevelopment Plan to the CRA and City Council.

c. The Redevelopment Plan has been reviewed by the CRA, which found that the Redevelopment Plan conforms to the Comprehensive Plan, that the project as proposed in the Redevelopment Plan would not be economically feasible or occur in the project area without tax increment financing, and that the costs and benefits of the project, including costs and benefits to other affected political subdivisions, the economy of the community, and the demand for public and private services, having been analyzed by the CRA, are in the long term best interests of the community.

d. The CRA recommended approval of the Redevelopment Plan to the City Council.

e. On May 2, 2016, the City Council held a public hearing on the proposal to approve the Redevelopment Plan.

f. The City Council has reviewed and conducted a cost-benefit analysis of the Redevelopment Plan and makes the findings and recommendations as set forth in this Resolution.

Resolved:

1. The Redevelopment Plan is determined to be feasible and in conformity Comprehensive Plan and with the legislative declarations and determinations set forth in the Act.

2. The project as proposed in the Redevelopment Plan would not be economically feasible or occur in the project area without tax increment financing and the costs and benefits of the project, including costs and benefits to other affected political subdivisions, the economy of the community, and the demand for public and private services, having been analyzed by the City Council, are in the long term best interests of the community.

3. The City Council approves the Redevelopment Plan.

4. In accordance with NEB. REV. STAT. § 18-2147, and as proposed in the Redevelopment Plan, the City Council provides that any ad valorem tax on Lot 1, Block 10, Five Oaks Subdivision to the City of Scottsbluff, Scotts Bluff County, Nebraska, for the benefit of any public body be divided for a

period of 15 years after the effective date as provided in § 18-2147, which effective date shall be determined in a Redevelopment Contract entered into between the Redeveloper and the CRA. Said tax shall be divided as follows:

(a) That proportion of the ad valorem tax which is produced by levy at the rate fixed each year by or for each public body upon the redevelopment project valuation (as defined in the Act) shall be paid into the funds of each such public body in the same proportion as all other taxes collected by or for the bodies; and

(b) That proportion of the ad valorem tax on real property in the redevelopment project in excess of such amount, if any, shall be allocated to and, when collected, paid into a special fund of the CRA to be used solely to pay the principal of, the interest on, and any premiums due in connection with the bonds of, loans, notes or advances of money to, or indebtedness incurred by, whether funded, refunded, assumed, or otherwise, the CRA for financing or refinancing, in whole or in part, the project set forth in the Redevelopment Plan. When such bonds, loans, notes, advances of money, or indebtedness, including interest and premiums due have been paid, the CRA shall so notify the County Assessor and County Treasurer and all ad valorem taxes upon taxable real property in the redevelopment project shall be paid into the funds of the respective public bodies.

5. The Mayor and Clerk are authorized and directed to execute such documents and take such further actions as are necessary to carry out the purposes and intent of this Resolution and the Redevelopment Plan.

6. This Resolution shall become effective immediately upon its adoption.

PASSED and APPROVED on May 2, 2016

Mayor

ATTEST:

City Clerk (Seal)

City of Scottsbluff, Nebraska

Monday, May 2, 2016

Regular Meeting

Item Pub. Hear.3

Council to conduct a public hearing to consider a Class C Liquor License application for 16th Empire LLC, 1605 Ave. A, Scottsbluff, NE.

Staff Contact: Cindy Dickinson, City Clerk

Agenda Statement

Item No.

For meeting of: May 2, 2016

AGENDA TITLE: Council to hold a public hearing as advertised for this date at 6:05 p.m. for a Class C Liquor License for 16th Empire, LLC, 1605 Ave. A, Scottsbluff.

SUBMITTED BY DEPARTMENT/ORGANIZATION: Administration

PRESENTATION BY: Applicant

SUMMARY EXPLANATION:

BOARD/COMMISSION RECOMMENDATION:

STAFF RECOMMENDATION: Conduct the public hearing and consider a recommendation to the Nebraska Liquor Commission either approving or denying said application.

EXHIBITS

Resolution ☒

Ordinance ☐

Contract ☐

Minutes ☐

Plan/Map ☐

Other (specify) ☐ Application, Memorandums, Exhibits

Exhibit #1 – Application of 16th Empire, 1605 Ave. A, Scottsbluff, NE 69361.

Exhibit #2 – City Council Check List for Neb. Rev. Stat. §53-132 Cum Supp 2010

Exhibit #3 – Written Statement of Police Chief

Exhibit #4 – Written Statement of City Clerk

Exhibit #5 – Written Statement of Planning Administrator

NOTIFICATION LIST: Yes ☒ No ☐ Further Instructions ☐

16th Empire
1605 Ave. A
Scottsbluff, NE 69361

APPROVAL FOR SUBMITTAL: _____
City Manager

**APPLICATION FOR LIQUOR LICENSE
LIMITED LIABILITY COMPANY (LLC)
INSERT - FORM 3b**

NEBRASKA LIQUOR CONTROL COMMISSION
301 CENTENNIAL MALL SOUTH
PO BOX 95046
LINCOLN, NE 68509-5046
PHONE: (402) 471-2571
FAX: (402) 471-2814
Website: www.lcc.nebraska.gov

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**NEBRASKA LIQUOR
CONTROL COMMISSION**

All members including spouse(s), are required to adhere to the following requirements:

- 1) All members spouse(s) must be listed
- 2) Managing/Contact member and all members holding over 25% interest and their spouse(s) (if applicable) must submit fingerprints. See Form 147 for further information, this form MUST be included with your application.
- 3) Managing/Contact member and all members holding over 25 % shares of stock and their spouse (if applicable) must sign the signature page of the Application for License form 100 (even if a spousal affidavit has been submitted)

Attach copy of Articles of Organization (must show electronic stamp or barcode receipt by Secretary of States office)

Name of Registered Agent: **JESSIE J MARTINEZ**

Name of Limited Liability Company that will hold license as listed on the Articles of Organization

16TH STREET EMPIRE, LLC.

LLC Address: **1605 AVE A**

City: **SCOTTSBLUFF** State: **NE** Zip Code: **69361**

LLC Phone Number: _____ LLC Fax Number: _____

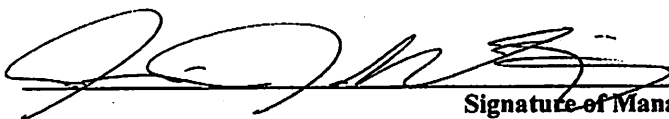
Name of Managing/Contact Member

Name and information of contact member must be listed on following page

Last Name: **MARTINEZ** First Name: **JESSIE** MI: **J**

Home Address: **1008 11TH AVE APT 2** City: **SCOTTSBLUFF**

State: **NE** Zip Code: **69361** Home Phone Number: **806-690-2216**



Signature of Managing/Contact Member

ACKNOWLEDGEMENT

State of Nebraska Scotts Bluff
County of Scotts Bluff

The foregoing instrument was acknowledged before me this

March 28, 2016

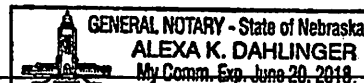
by Jessie J. Martinez

name of person acknowledge

Date

Alexa K. Dahlinger

Affix Seal



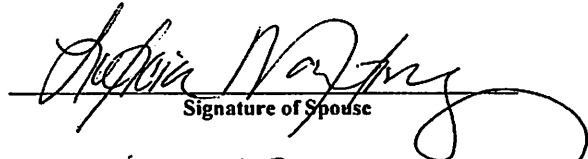
The undersigned applicant(s) hereby consent(s) to an investigation of his/her background and release present and future records of every kind and description including police records, tax records (State and Federal), and bank or lending institution records, and said applicant(s) and spouse(s) waive(s) any right or causes of action that said applicant(s) or spouse(s) may have against the Nebraska Liquor Control Commission, the Nebraska State Patrol, and any other individual disclosing or releasing said information. Any documents or records for the proposed business or for any partner or stockholder that are needed in furtherance of the application investigation of any other investigation shall be supplied immediately upon demand to the Nebraska Liquor Control Commission or the Nebraska State Patrol. The undersigned understand and acknowledge that any license issued, based on the information submitted in this application, is subject to cancellation if the information contained herein is incomplete, inaccurate or fraudulent.

Individual applicants agree to supervise in person the management and operation of the business and that they will operate the business authorized by the license for themselves and not as an agent for any other person or entity. Corporate applicants agree the approved manager will superintend in person the management and operation of the business. Partnership applicants agree one partner shall superintend the management and operation of the business. All applicants agree to operate the licensed business within all applicable laws, rules, regulations, and ordinances and to cooperate fully with any authorized agent of the Nebraska Liquor Control Commission.

Must be signed in the presence of a notary public by applicant(s) and spouse(s). See guideline for required signatures <http://www.lcc.ne.gov/pdfs/New%20Application%20Guideline.pdf>


Signature of Applicant

Jessie J. Martinez
Print Name


Signature of Spouse

Leticia Martinez
Print Name


Signature of Applicant

Vincent Martinez
Print Name


Signature of Spouse

Lucy Martinez
Print Name

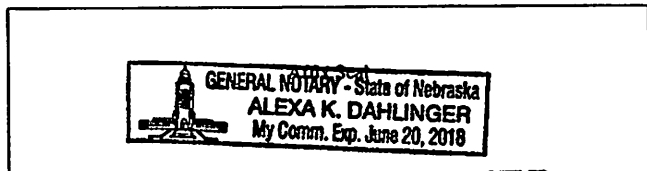
ACKNOWLEDGEMENT

State of Nebraska
County of Scotts Bluff

March 28, 2016
date


Notary Public signature

The foregoing instrument was acknowledged before me this
by Jessie J. Martinez, Vincent Martinez, Leticia Martinez, Lucy Martinez
name of person(s) acknowledged (individual(s) signing)



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In compliance with the ADA, this application is available in other formats for persons with disabilities.
A ten day advance period is required in writing to produce the alternate format.

NEBRASKA LIQUOR
CONTROL COMMISSION

FORM 100
REV MAY 2015
PAGE 8

**APPLICATION FOR LIQUOR LICENSE
RETAIL**

NEBRASKA LIQUOR CONTROL COMMISSION
301 CENTENNIAL MALL SOUTH
PO BOX 95046
LINCOLN, NE 68509-5046
PHONE: (402) 471-2571
FAX: (402) 471-2814
Website: www.lcc.nebraska.gov/

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**NEBRASKA LIQUOR
CONTROL COMMISSION**

**CLASS OF LICENSE FOR WHICH APPLICATION IS MADE AND FEES
CHECK DESIRED CLASS**

RETAIL LICENSE(S)

Application Fee \$400 (nonrefundable)

- ☐ A BEER, ON SALE ONLY
☐ B BEER, OFF SALE ONLY
☒ C BEER, WINE, DISTILLED SPIRITS, ON AND OFF SALE
☐ D BEER, WINE, DISTILLED SPIRITS, OFF SALE ONLY
☐ I BEER, WINE, DISTILLED SPIRITS, ON SALE ONLY
☐ AB BEER, ON AND OFF SALE
☐ AD BEER ON SALE ONLY, BEER, WINE, DISTILLED SPIRITS OFF SALE
☐ IB BEER, WINE, DISTILLED SPIRITS ON SALE, BEER OFF SALE ONLY

☐ Class K Catering license (requires catering application form 106) \$100.00

Additional fees will be assessed at city/village or county level when license is issued

Class C license term runs from November 1 – October 31
All other licenses run from May 1 – April 30
Catering license (K) expires same as underlying retail license

CHECK TYPE OF LICENSE FOR WHICH YOU ARE APPLYING

- ☐ Individual License (requires insert form 1)
☐ Partnership License (requires insert form 2)
☐ Corporate License (requires insert form 3a & 3c)
☒ Limited Liability Company (LLC) (requires form 3b & 3c)

NAME OF ATTORNEY OR FIRM ASSISTING WITH APPLICATION (if applicable)

Commission will call this person with any questions we may have on this application

Name _____ Phone number: _____

Firm Name _____

FORM 100
REV MAY 2015
PAGE 3

PREMISES INFORMATIONTrade Name (doing business as) 16TH EMPIRE ~~16~~Street Address #1 1605 AVE A

Street Address #2 _____

City SCOTTSBLUFFCounty SCOTTS BLUFFZip Code 69361

*Premises Telephone number _____

Business e-mail address empire1605@gmail.comIs this location inside the city/village corporate limits: YES x NO _____

Mailing address (where you want to receive mail from the Commission)

Name JESSIE J. MARTINEZStreet Address #1 1008 11TH AVE APT 2

Street Address #2 _____

City SCOTTSBLUFFState NEBRASKAZip Code 69361**DESCRIPTION AND DIAGRAM OF THE STRUCTURE TO BE LICENSED****READ CAREFULLY**

In the space provided or on an attachment draw the area to be licensed. This should include storage areas, basement, outdoor area, sales areas and areas where consumption or sales of alcohol will take place. If only a portion of the building is to be covered by the license, you must still include dimensions (length x width) of the licensed area as well as the dimensions of the entire building. No blue prints please. Be sure to indicate the direction north and **number of floors** of the building.

****For on premises consumption liquor licenses minimum standards must be met by providing at least two restrooms**

Building: length 80 x width 55 in feetIs there a basement? Yes _____ No x

If yes, length _____ x width _____ in feet

Is there an outdoor area? Yes _____ No x

If yes, length _____ x width _____ in feet

PROVIDE DIAGRAM OF AREA TO BE LICENSED BELOW OR ATTACH SEPARATE SHEET

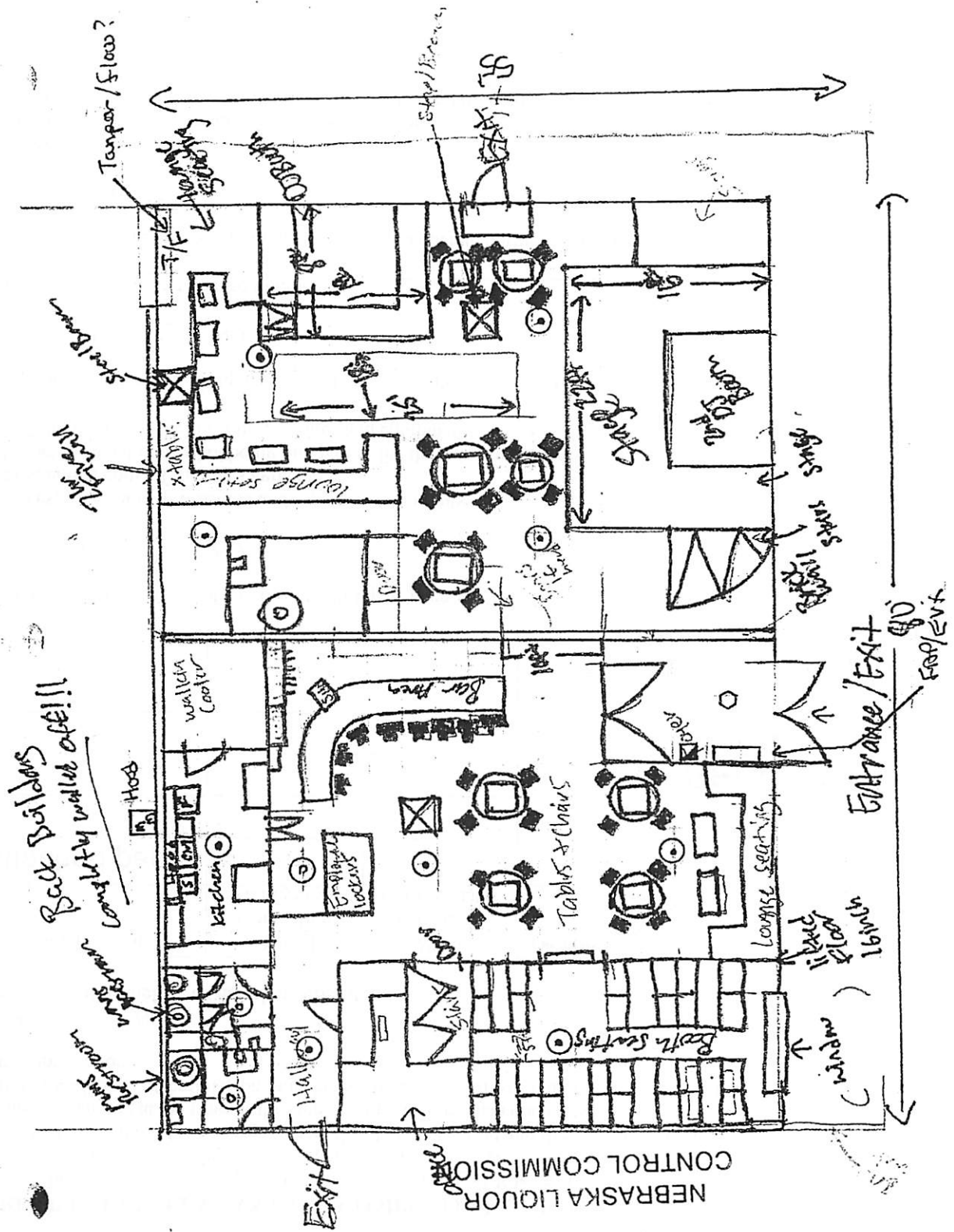
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MAR 30 2016

**NEBRASKA LIQUOR
CONTROL COMMISSION**FORM 100
REV MAY 2015
PAGE 4

MAR 30 2015

NEBRASKA LIQUOR
CONTROL COMMISSION



X YES NO If yes, please explain below or attach a separate page

[illegible]

2. Are you buying the business of a current retail liquor license?

NO YES
X

If yes, give name of business and liquor license number.

(a) Submit a copy of the sales agreement.
(b) Include a list of alcohol being purchased, list the name brand, container size and how many.
(c) Submit a list of the furniture, fixtures and equipment

3. Was this premise licensed as liquor licensed business within the last two (2) years?

YES _____
X NO _____

If yes, give name and license number

4. Are you filing a temporary operating permit (TOP) to operate during the application process?

YES _____
X
NO _____

If yes:

a) Attach temporary operating permit (TOP) (form 125)

b) TOP will only be accepted at a location that currently holds a valid liquor license.

MANAGER APPLICATION
INSERT - FORM 3c

NEBRASKA LIQUOR CONTROL COMMISSION
301 CENTENNIAL MALL SOUTH
PO BOX 95046
LINCOLN, NE 68509-5046
PHONE: (402) 471-2571
FAX: (402) 471-2814
Website: www.lcc.nebraska.gov

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NEBRASKA LIQUOR
CONTROL COMMISSION

MUST BE:

- ✓ Citizen of the United States. Include copy of US birth certificate, naturalization paper or current US passport
- ✓ Nebraska resident. Include copy of voter registration in the State of Nebraska
- ✓ Fingerprinted. See Form 147 for further information, this form MUST be included with your application.
- ✓ 21 years of age or older

Corporation/LLC information

Name of Corporation/LLC: 16TH EMPIRE, LLC.

Premise information

Liquor License Number: _____ Class Type _____ (if new application leave blank)

Premise Trade Name/DBA: 16TH EMPIRE, LLC.

Premise Street Address: 1605 AVE A

City: SCOTTSBLUFF County: SCOTTSBLUFF Zip Code: 69361

Premise Phone Number: _____

Email address: empire1605@gmail.com

The individual whose name is listed as a corporate officer or managing member as reported on insert form 3a or 3b or listed with the Commission. Click on this link to see authorized individuals.
http://www.lcc.ne.gov/license_search/licsearch.cgi



SIGNATURE REQUIRED BY CORPORATE OFFICER / MANAGING MEMBER
(Faxed signatures are acceptable)

MAR 30 2016

NEBRASKA LIQUOR
CONTROL COMMISSION

Form 103
REV JUNE 2015
Page 2 of 6

Manager's information must be completed below PLEASE PRINT CLEARLY

Last Name: **MARTINEZ** First Name: **JESSIE** MI: **J**
Home Address (include PO Box if applicable): **1008 11TH AVE APT 2**
City: **SCOTTSBLUFF** County: **NE** Zip Code: **69361**
Home Phone Number: **806-690-2216** Business Phone Number: _____
Social Security Number: _____ Drivers License Number & State: _____
Date Of Birth: **07/25/1984** Place Of Birth: **DENVER COLORADO**
Email address: **JESSIEJAMESMARTINEZ@GMAIL.COM**

Are you married? If yes, complete spouse's information (even if a spousal affidavit has been submitted)

☒ YES

☐ NO

Spouse's information

Spouses Last Name: **MARTINEZ** First Name: **LETICIA** MI: **M**
Social Security Number: _____ Drivers License Number & State: _____
Date Of Birth: **06/23/1985** Place Of Birth: **SCOTTSBLUFF NEBRASKA**

APPLICANT & SPOUSE MUST LIST RESIDENCE(S) FOR THE LAST TEN (10) YEARS

APPLICANT

SPOUSE

CITY & STATE	YEAR FROM	YEAR TO	CITY & STATE	YEAR FROM	YEAR TO
SCOTTSBLUFF, NEBRASKA	2006	2016	SCOTTSBLUFF, NEBRASKA	2006	2016

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MAR 30 2016

NEBRASKA LIQUOR
CONTROL COMMISSION

Form 103
REV JUNE 2015
Page 3 of 6

MANAGER'S LAST TWO EMPLOYERS

YEAR FROM	TO	NAME OF EMPLOYER	NAME OF SUPERVISOR	TELEPHONE NUMBER
2005	PRESENT	BURLINGTON NORTHERN SANTA FE RAILROAD	BILL BONAS	303-249-3472
2003	2004	KINDER MORGAN	DON BOOTH	N/A

1. READ CAREFULLY. ANSWER COMPLETELY AND ACCURATELY.

Must be completed by both applicant and spouse, unless spouse has filed an affidavit of non-participation.

Has anyone who is a party to this application, or their spouse, EVER been convicted of or plead guilty to any charge. Charge means any charge alleging a felony, misdemeanor, violation of a federal or state law; a violation of a local law, ordinance or resolution. List the nature of the charge, where the charge occurred and the year and month of the conviction or plea. Also list any charges pending at the time of this application. If more than one party, please list charges by each individual's name.

MAR 30 2016

☒ YES ☐ NO

**NEBRASKA LIQUOR
CONTROL COMMISSION**

If yes, please explain below or attach a separate page.

Name of Applicant	Date of Conviction (mm/yyyy)	Where Convicted (City & State)	Description of Charge	Disposition
<i>pages attached</i>				

2. Have you or your spouse ever been approved or made application for a liquor license in Nebraska or any other state?

☐ YES ☒ NO

IF YES, list the name of the premise(s):

3. Do you, as a manager, qualify under Nebraska Liquor Control Act (67-111) and do you intend to supervise, in person, the management of the business?

☒ YES ☐ NO

MAR 30 2016

**NEBRASKA LIQUOR
CONTROL COMMISSION**

4. List the alcohol related training and/or experience (when and where) of the person making application.

*NLCC Training Certificate Issued: 3/01/2016 Name on Certificate: JESSIE MARTINEZ

Applicant Name	Date (mm/yyyy)	Name of program (attach copy of course completion certificate)
LETICIA MARTINEZ	03/2016	NEBRASKA ON-PREMISES RESPONSIBLE SERVING
LUCY MARTINEZ	03/2016	NEBRASKA ON-PREMISES RESPONSIBLE SERVING
VINCENT MARTINEZ	03/2016	NEBRASKA ON-PREMISES RESPONSIBLE SERVING

*For list of NLCC Certified Training Programs see www.lcc.ne.gov/traininginfo.html

Experience:

Applicant Name / Job Title	Date of Employment:	Name & Location of Business:
JESSIE MARTINEZ/CASHIER	09/2010	ICE BOX LIQUOR STORE 1402 CENTER AVE MITCHELL, NE

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MAR 30 2016

**NEBRASKA LIQUOR
CONTROL COMMISSION**

5. Have you enclosed Form 147 regarding fingerprints?

☒ YES

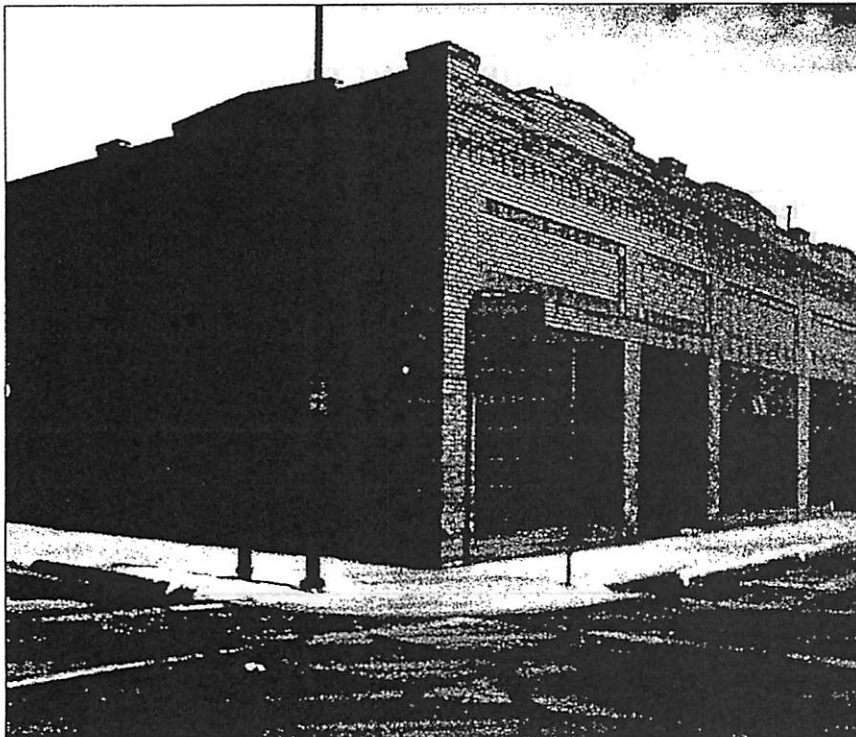
☐ NO

RECEIVED

MAR 30 2016

**NEBRASKA LIQUOR
CONTROL COMMISSION**

Form 103
REV JUNE 2015
Page 5 of 6



16th EMPIRE

Business Plan

September 2014

Jessie Martinez

1605 Ave A

Scottsbluff, NE 69361

Phone: 806-690-2216

The16empire@outlook.com

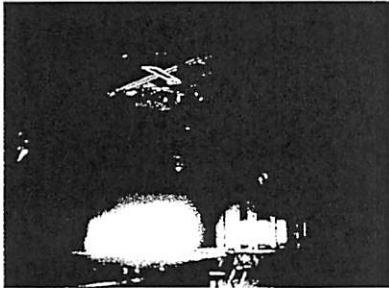
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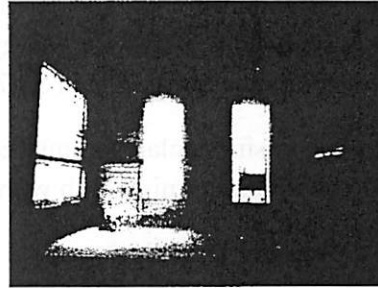
NEBRASKA LIQUOR
CONTROL COMMISSION

Executive Summary

Confidentiality Statement: The information contained in this business plan is strictly confidential and is being presented to specific person with the understanding that those persons will maintain confidentiality and will not disclose or distribute any part of any data, reports, schedules, or attachments that may be contained in or referred to in this document.



Before



After

16th Empire will be a reinvention of night life in Scottsbluff, Nebraska. Challenging the idea of the conventional bar & grill, 16th Empire will be built upon the fundamental principles of sophistication, innovation, and authenticity. The club will strive to offer unrivaled customer service, a wide selection of beer and wines along with a bar menu that will include fresh non-processed food served in a spacious, classy setting. 16th Empire will be a getaway without having to go away for local patrons. The 7,200 sq. ft. multi-theme venue provides and unrivaled experience taking entertainment and service to new heights. Guests can choose between a private dining experience, dance club, or lounge area. The concept of 16th Empire is a venue defined by its spacious yet intimate feel, exemplifies style suffused with luxury. Lit in seductive recessed lighting and decorated with images of entertainment icons from past centuries.

16th Empire will have an exceptional management team which holds a strong track record for renovating buildings as well as starting and operating a business from the ground up. Currently owning rental properties in which a large majority of the manual labor was done as a family unit, they also own a thriving business located in Mitchell, Nebraska. Ice Box Liquor Store has been operating for about three years. They will be committed to making this operation a successful one. Employees will be expected to meet quality and customer satisfaction standards and have an understanding of management's views, that is, a happy customer assures a returning customer.

16th Empire is will focus on primarily attracting the female population of Scottsbluff County and as a result will draw in the male population. With an estimated population of 38,801 our overall primary market will be within the age range of 21-40 years of age so about 11,000 potential customers. The club is located in an area that has three other bars which currently offer a similar atmosphere with sports bar theme. Located a block from downtown Scottsbluff 16th Empire's location is in a major traffic area of the town set apart from the other local bars with a sufficient parking space along with building size that no other bar/club has to offer.

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16th Empire's annual sales projection is approximately \$450,000. Bringing approximately 15 jobs to the Scottsbluff area with room to grow. This will bring roughly \$6,750 in sales tax revenue to the city.

16th Empire's proposed request is). These funds are necessary to bring the building up to code and substantialize energy efficiency) will be needed to input a city mandated sprinkler system,) for energy efficient heating, r painting the exterior to make the appearance inviting, and for new signage.

The following business plan summarizes how the location will be transformed from a vacant building to an operating nightclub with potential future growth.

General Company Description:

16th Empire will cater to local patrons looking for a menu that consists of food prepared in a timely manner and served with a smile. Along with the vast selection of beer and wines, cocktails will be made with proper measurements to ensure the accurate taste so that customers are receiving what they pay for. On weekends the club will entertain its customers with music from the house DJ or guest DJ hired from outside the Panhandle area. Most people travel outside the Scottsbluff area in search for a night on the town, 16th Empire will bring that search to an end by bringing the classy, yet, affordable night to them.

16th Empire's primary goal is to capture 10% of the local \$2.6 million bar/food service market by the end of calendar year one. Generating a profit within the first year of operations paying 10% of the profit toward principal of the building loan.

Mission Statement: 16th Empire is based on the guiding principle that you get what you put in and this will be reflected on the time and effort put into every aspect of the club, from the appearance of location, uniqueness of food offerings, down to the professional staff.

16th Empire will provide a classy place for locals to come and gather for relaxation, striving to be the bar of choice for Scottsbluff locals by making sure that company standards are met or exceeded every time. Known as "A Taste of Vegas"- where you can come dressed casual to dressy-casual and have a true nightclub atmosphere to accompany your attire; specifically targeting professionals between the ages 25-40 making \$20,000 annually.

Business Philosophy: 16th Empire's foundation consists of two principles: have fun, and your end result coincides with work put in along the way. Have fun! 16th Empire's employees will love what they do because they will enjoy what they do. Management will complete Bartending School and will implement a standardized test for bartenders and servers. Potential staff will be required to pass the standardized test before being hired. This will be done to insure that staff enjoys what they do and can make the visiting atmosphere a fun and friendly one for patrons.

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**NEBRASKA LIQUOR
CONTROL COMMISSION**

Give 100% to get 100%! 16th Empire's staff will hold integrity highly and will be very hands on to ensure the accuracy of service. Staff will treat not only customers but each other with the utmost respect and professionalism. Making sure that patrons have a safe visiting experience which includes a safe arrival to their next destination.

Products and Services: 16th Empire will be open 6 days a week serving lunch and dinner offering a food menu will consist of traditional bar food but will also include a "fine feather" section for those seeking healthier food choices. Offering fresh non-processed foods will give a competitive advantage over competition allowing 16th Empire to attract a whole new market. (See Appendix A)

16th Empire will have a wide variety of top shelf liquors, as well as house liquors, more than 20 kinds of the coldest beer, and a vast wine selection for the more sophisticated drinker. Understanding that all things change they will strive to keep not only beer and wine offerings current but also specializing in various cocktails, always featuring a specific cocktail special, changing monthly. In addition to the sophistication of alcoholic beverages we will bring entertainment that will draw the likings of various genres and steer from focusing on a particular one.

Marketing Plan:

Economics: 16th Empire's market will consist of Scotts Bluff, Box Butte, and Goshen counties which is approximately 11,000 potential customers. With projected sales of 2.5 billion for the restaurant industry in 2014 for the state of Nebraska and with over a million dollar increase over 2013 the demand is growing.

With all new companies you face consumer acceptance to what service and product you offer. Allowing the consumer to visualize the product via picture menus as well as having wine tastings in which 16th Empire's drink specials will be sampled allowing for consumer awareness and feedback. Hiring quality employees will be key to the success of the operation. 16th Empire will focus on ensuring that bartenders are properly trained by implementing a standardized test they must pass in order to bartend. This will prevent under or over pouring but will ultimately ensure the satisfaction of customers.

16th Empire will strive to offer both products and service that rank second to none. It will be set apart from competition because the service given is unbeatable. Having qualified staff in appropriate positions for their skill set, enjoying what they do will reflect to customers; allowing for not only a satisfied customer, but a returning one. Customers are responsible for the success of the business so they will be provided an environment where they can relax and be treated like royalty. Customers will experience top notch service from the moment they enter with a welcoming greeting, to being served promptly and correctly, having consistent follow-up, and ending with an appreciative goodbye.

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Competition: 16th Empire will have eleven locations within proximity that will be competition by offering a similar product or service. The two major competitors are 18th Street Bar & Grill and Organ Trail Lounge given that they also serve food but have the option to offer a dance club. These locations will compete across the board, however, products will differ because they will be served using proper measurements, temperatures, and presentation by employees who are qualified at their skill.

16th Empire's disadvantages when compared to major competitors include expertise and company reputation given that it is a new company that will be operated by 1st time bar/club owners that have no reputation in the industry. The major advantages the company has over its competitors include: products, quality, service, advertising, and image. 16th Empire's advantages will ultimately eliminate its disadvantages.

Marketing Strategy: 16th Empire will revamp the traditional night life that Scottsbluff currently offers. Introducing a concept of sophistication paired with its spacious location will appeal to customers various desires. Attracting the market searching for a night on the town served with class, offering tasty food/drink options, and providing the club atmosphere. 16th Empire will constantly strive to reach new heights challenging the idea of the traditional bar and grill. The management team will push the envelope to create and maintain a positive, friendly, and appealing image in all aspects of its marketing channels and sales promotions. The following are examples of how our ideas and tactics will be used to drive more sales and separate 16th Empire making it the premier location for Scottsbluff night life.

ADVERTISING: 16th Empire will use traditional methods of an advertising such as frequent newspaper ads, radio ads, and fliers. Aggressively pursuing social media and the internet designing a website dedicated to the business. Utilizing Facebook, Instagram, and twitter to allow the company to reach the masses informing them of up-coming events, drink/food specials, as well as venue rental information.

EVENTS: 16th Empire will utilize sporting events (football games, UFC, and world championship boxing) offering drink and food promotions. Televising the sporting events over 5 big screen televisions and a 70inch projector screen. The company will also hold wine tastings that will appeal to the new wine drinkers as well as serious wine connoisseurs sampling a wide variety of wines and appetizers. While patrons can enjoy the sound of live Jazz music housed on the 50ft. stage perfect for bands to draw in customers seeking a live musical performance.

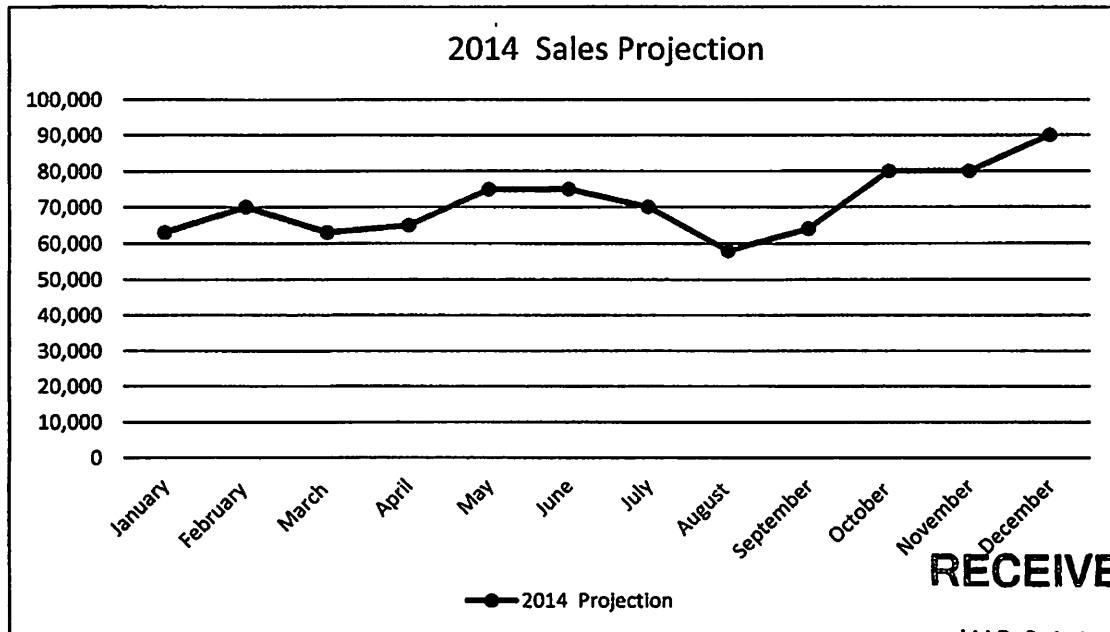
FOOD: The 7,200sq.foot location has a full size kitchen offering fresh food. 16th Empire will have daily lunch and dinner specials. Utilizing special events (Valentine's Day, St. Patrick's Day, Cinco De Mayo, Halloween, and New Year's Eve) promoting VIP dinner and bottle service to drive sales.

BUISNESS RELATIONSHIPS: 16th Empire management team will pride itself for its professionalism and the working relationships. They will offer special pricing to companies wanting to rent the venue for corporate events such as company parties.

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VENUE RENTAL: Due to unique building structure and it's one of a kind concept it will allow for favorable benefits for the space rented out for corporate parties, weddings, graduations, VIP area included with bottle service perfect for birthday parties and bachelor/bachelorette events making another avenue for revenue.

Sales Forecast:



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Operational Plan:

Production: 16th Empire will produce products as they are ordered with the deepest discounts on production costs to a minimum. The pairing of weighted pourers and effective training will ensure that measurements of drinks are accurate resulting in both quality and inventory control. Installation of Square POS system that will include inventory management software will play a huge factor in inventory control to ensure that necessary orders are made in a timely manner.

Personnel: 16th Empire projects to employee 15-20 employees. Job openings will be posted in the local classified section as well as online. 16th Empire will employee wait staff, bartenders, hostess, cooks, and security. The pay scale is listed below:

Wait Staff	\$3.00 per hour plus tips
Hostess/Bussers/Bar Backs	\$7.25 per hour
Bartenders	\$5.00 per hour plus tips
Security	\$7.25 per hour
Cooks	\$8.00 per hour
Bar Manager	\$12,000 per year

Daily Operations: 16th Empire will be open five days a week Tuesday-Saturday. Hours of operation will be 11:00am-1:00am creating multiple shifts. Schedules will be written by general manager and posted weekly allowing managers to adjust labor according to sales volume to maintain labor costs.

Suppliers: 16th Empire will be supplied by local distributors including: High Plains Budweiser, Dietrich's Miller Lite, Arrowhead Distributing, Cashway, Sterling Distributors, Republican National Distributing Company Falcon/Eagle, Johnson Brothers of Nebraska. All distributors are paid upon deliver with the exception of Sterling Distributors, Republican National Distributing Company Falcon/Eagle, Johnson Brothers of Nebraska.

Management and Organization:

Owners/Operators: Jessie J. Martinez is a conductor with Burlington Northern Santa Fe Railway (BNSF) since January 10th 2005. He has been involved in promoting several events in the Scottsbluff area including boxing and mixed martial arts events dealing with all aspects including the selling of alcohol.

Vincent B. Martinez Sr. is a local business owner in Mitchell, NE who has operated Ice Box Liquor store for the past 4 years building it from the ground up. He deals with the general public as well as same distributors that 16th Empire will be associated with. Mr. Martinez has promoted events in boxing and mixed martial arts and selling alcohol at events. In addition he also owns real estate property.

Lucy Martinez is the mother of Jessie Martinez and the wife of Vincent Martinez. She is co-owner of the Ice Box Liquor store and is owner of Martinez catering service. She is employed full-time with the United States Post Office. Lucy has hosted countless wine tasting and food catering events.

Professional and Advisory Support:

Attorney	
Accountant	
Insurance Agent	
Banker	
Mentors	

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Startup Expenses and Capital:

16th Empire is seeking financing for _____ which will be spent on ONLY upgrading the property to bring the building up to code as well as adding to its value tremendously.

Install fire main into building	
Wet Pipe Automatic Fire Sprinkler System	
Heating and cooling & Duct Installation	

Exterior Painting	
New sign	
Total	

16th Empire has done extensive research to seek out the most cost efficient and reliable contractors in the local area, to establish long lasting business relationships for future business in the community.

The new Fire Main entry will be installed by CST Mechanical Plumbing & Heating Inc. CST is locally owned and has done several fire main entry work throughout the Panhandle and comes highly recommended by the Scottsbluff building inspector.

The mandated wet fire sprinkler system will be supplied and installed by Bamford, Inc. of Chadron, Ne. Bamford, Inc. is the only Nebraska certified Fire protection business servicing all of the Panhandle area. Bamford, Inc. comes highly recommended by the Scottsbluff Fire Marshal.

The heating and cooling system will be done by Big Mac Heating & Cooling of Mitchell, Ne. They will be installing two brand new 5 ton 115,000 btu roof top units with economizer and all new spiral duct work. Big Mac are a family owned operation with a strong and reputable background.

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Commercial Lease Agreement

This Lease agreement is made on this 29th day of February, 2016, (Month), (Year) by and between

Jessie J Martinez

(hereinafter "Landlord")

AND

16th Empire, LLC.

(hereinafter "Tenant")

In consideration for the shared promises and agreements contained herein, and for other good and valuable consideration, the parties hereby agree as follows:

1. The Landlord leases to the Tenant, and the Tenant rents from the Landlord the following stated grounds:
1605 Ave A Scottsbluff, Nebraska 69361

2. The tenure of the Lease shall be for beginning March 1, 2016 and ending March 1, 2099

3. The Tenant shall pay to Landlord as rent \$ 24,000 per year in equal monthly installments of \$ 2,000 payable in advance N/A (Time Period)

4. This Lease is subject to all present or prospect mortgages affecting the property.

5. Tenant shall use and inhabit the building only as a Bar/Nightclub (Tenant Rental Status) subject at all times to the approval of the Landlord.

6. The Tenant shall not make any amendments, additions or improvements to the building without the prior written permission of the Landlord.

7. The property-owner, at his own cost, shall equip the following utilities or facilities for the benefit of the occupant:

Building only

8. The leaseholder, at his own cost, shall provide the following:

Utilities

9. The leaseholder shall purchase at his own cost public liability insurance in the amount of \$ 198,000 as well as fire and exposure insurance in the amount of \$ incl. w/ above for the property and shall provide satisfactory proof thereof to the property-owner and shall continue same in force and effect throughout the Lease period hereof.

10. The leaseholder shall not let or commit waste to the property.

11. The leaseholder shall meet the terms, policies, order codes and laws of all governmental establishments having authority over the property.

12. The Tenant shall not allow or engage in any activity that will affect an increase in the rate of insurance for the Building in which the property is not contained nor shall the leaseholder allow or commit any negligence hereon.

Tenant Representative

Jessie J Martinez

Date:

3-28-16

NEBRASKA LIQUOR

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City of Scottsbluff

Liquor Licenses

Legend

Current Applicants, Lic Type

- ★ 16th Empire, C
- ★ The Tangled Tumbleweed, C
- Railroad Track
- Highway
- Main Road
- Residential

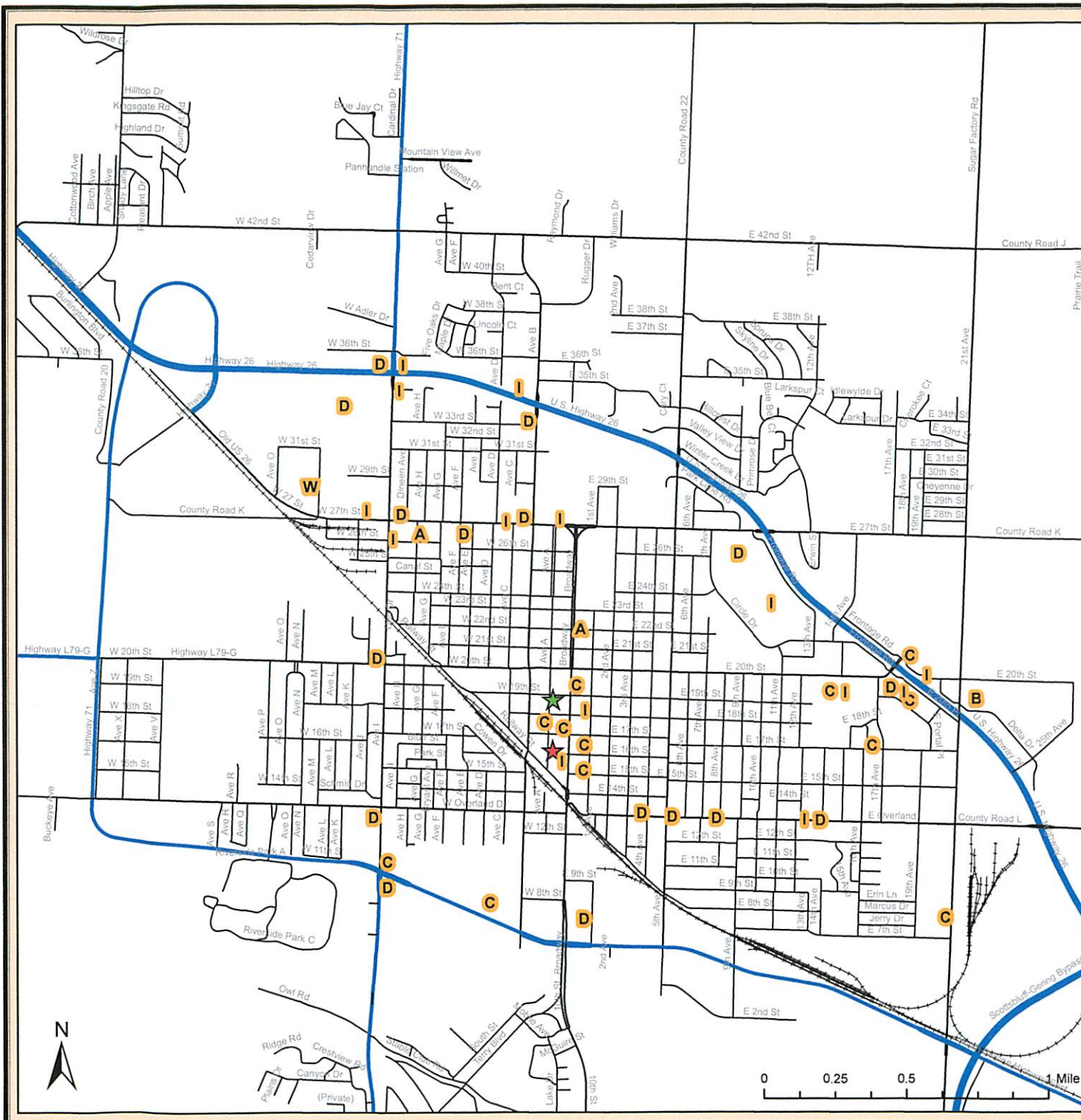
- Class A Beer only, for consumption on premises
- Class B Beer only, for consumption off premises
- Class C Alcoholic liquors, for consumption on and off premises
- Class D Alcoholic liquors, including beer, for consumption off premises
- Class I Alcoholic liquors, for consumption on the premises
- Class W Wholesale beer
- Catering Alcohol permitted by licensee's retail license, sold or served at events covered by special designated licenses

April 19, 2016

J. Reiter - City of Scottsbluff

Coordinate System:
NAD 1983 StatePlane Nebraska FIPS 2600 Feet
Lambert Conformal Conic

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



CHECK LIST

Neb. Rev. Stat. §53-132 (Reissue 2010)

Council should determine the propensity of whether or not to grant the liquor license that has been requested. In that regard, suitability and fitness and the following four criteria are most important:

- (2)(a) Applicant is fit, willing and able to provide the service proposed.
- (2)(b) Applicant can conform to all laws.
- (2)(c) Applicant has demonstrated that the type of management and control exercised over the licensed premises will be sufficient to ensure conformance with law.
- (2)(d) Issuance of the license is or will be required by the present or future public convenience and necessity.

In making its determination Council may also consider as the Nebraska Liquor Control Commission will consider, the following. The Council should not base its recommendation on any of the following criteria, but may chose to comment to the Commission about one or more of the criteria:

- (3)(b) Citizen's protest.
- (3)(c) Existing population/growth.
- (3)(d) The nature of the neighborhood around the location.
- (3)(e) Existence of other licenses.
- (3)(f) Existing motor vehicle and pedestrian traffic in the vicinity.
- (3)(g) Adequacy of existing law enforcement.
- (3)(h) Zoning restrictions.
- (3)(i) Sanitary conditions.
- (3)(j) Whether the type of business or activity proposed will be consistent with the public interest.

*OTHER COUNCIL CONCERNS

Memorandum

To: THE HONORABLE MAYOR AND MEMBERS OF THE CITY COUNCIL
From: Kevin Spencer, Chief of Police
Date: 4/29/2016
Re: Application for a Class C Liquor License number C-117296, 16th Empire LLC dba 16th Empire
 1605 Ave A Scottsbluff, NE

AUTHORITY: The Scottsbluff Police Department reports specific information to the City Council whenever a liquor license application is presented. The information furnished by the Police Department conforms to Chapter 53, Reissue Revised Statutes of Nebraska 1943, and Section 53-132, which outlines the factors which the Commission may consider in granting a liquor license.

COMMENTARY

53-132: Section 2

(A) The applicant is fit, willing and able to properly provide the service proposed within the city where the premises described in the application are located:

I conducted background checks on Jesse Martinez, Leticia Martinez, Vincent Martinez and Lucy Martinez as a means to determine their fitness to hold a liquor license.

Jesse Martinez reported the following violations; **2001** No Operators, Seat Belt Violation, **2002** Parking Violation, **2003** Parking Violation, **2004** 2 Speeding citations, **2005** Stop sign Violation, Traffic Signal Violation, **2007** Speeding Citation, Careless Driving Violation, Seat Belt Violation, **2008** No Proof of Liability Insurance, 3rd Degree Assault, **2009** No Proof of Insurance, Stop Sign Violation, Procuring Alcohol to a Minor, **2010** Driving Under Suspension, **2011** 2 speeding citations, Failure to Appear, **2012** Driving Under Suspension, **2015** Speeding Citation, **2016** Speeding Citation. I found no unreported violations.

Leticia Martinez reported the following violations; **2003** Negligent Driving, **2010** Negligent Driving, Speeding, No Valid Registration. I found no unreported violations.

Vincent Martinez reported the following violations; **2000** Driving Under Suspension, **2001** Driving Under the Influence 3rd, **2003** Driving Under Suspension, **2007** Driving Under Suspension and Open Alcohol Container. I found the following violations that were not reported as part of the application; **1981** Destruction of Property and Disturbing the Peace, **1998** Speeding, Seat Belt Violation, Driving Under the Influence, **1999** Driving Under the Influence.

Lucy Martinez reported the following violation; **2013** Sale of Tobacco to a Minor.

On Tuesday April 26th at 1330 hours I met with Jesse, Leticia, Vincent and Lucy at the 16th Empire to discuss their Liquor License application. They showed me around the business, which was under construction. Jesse told me that they hoped to open sometime mid June. Jesse further explained that they are working with inspectors to make sure the building is up to code adding that they will be putting in a sprinkler system at a cost of \$30,000.00.

All reported experience in the Alcohol industry explaining that Jesse' parents Vincent and Lucy own a liquor store in Mitchell, "The Ice Box" for the past 6 years. I checked and found that there had never been any compliance failures at the Ice Box. Leticia, Jesse' wife also reported having experience as a waitress at a business that sold alcohol.

I asked Jesse what their policy would be in checking identifications. Jesse told me that they would check everyone's identification no matter the age, that they will have a scanner and calendars to assist employees. Jesse added that it would be likely customers would have their identification checked twice. Vincent told me that they were considering wristbands for minors, as they will be open as a restaurant. Jesse told me that if any employee were found to sale alcohol to a minor they would be terminated and all employees would be retrained. Jesse explained that there was no excuse for this and they would not tolerate this. Jesse continued telling me that all 4 of them have attended the Responsible Beverage Server Training and will require that of all their employees. Jesse said that all of the employees would be family in the beginning.

I asked Jesse about security measures and he told me that they would have cameras recording and some security personnel when needed. Jesse told me that all 4 of them would be responsible for the inventory but his Father Vincent would do the ordering as he has the most experience. Jesse said that the overstock alcohol would be locked in an office closet with some wine locked in a winery.

I also contacted Nebraska State Patrol Investigator Rob Jackson to inquire about his investigation. Trooper Jackson told me that he found that Vincent Martinez owed a previous landlord where the Ice Box had been located \$4000.00 dollars back rent. Trooper Jackson told me that he has discussed this with Vincent and will be part of his report to the liquor commission. Trooper Jackson told me that it is likely that the Martinez' will have to appear before the liquor commission for a "Show of Cause Hearing."

On April 28th the City of Scottsbluff Liquor License Holders Investigatory Board convened to meet with Jesse and Leticia Martinez, Jesse is also applying to be the manager. At the conclusion of the meeting the board approved a **NUETRAL** recommendation, based on the criminal history and the failure to report all criminal history.

(B) The applicant can conform to all provisions, requirements, rules and regulations provided for in the Nebraska Liquor Control Act:

Any operator must adhere to the existing laws while doing business in the community and adhere to acceptable business practices.

In talking to the Martinez' it was obvious that they have the experience, knowledge and a plan to comply with the liquor laws. I talked about the ordinances that are unique to the City of Scottsbluff and Jesse was aware. Jesse asked appropriate questions about law enforcement walking through the business, calling to have law enforcement walk through and when to call law enforcement. Jesse expressed the desire to run a problem free business.

The alcohol and inventory controls seem adequate.

The applicant appears to have the ability and willingness to conform to language within the Nebraska Liquor Control Act.

(C) The applicant has demonstrated that the type of management and control exercised over the licensed premises will be sufficient to insure that the licensed business can conform to all provisions, requirements, rules and regulations provided for in the Nebraska Liquor Control Act:

The business will have video surveillance to deter unruly behavior as well as recording if needed. Jesse said that they would call law enforcement to walk through the business if they felt the need as a preventative measure and would cooperate with law enforcement in the event of a criminal act.

The applicant appears committed to complying with all provisions, requirements, rules and regulations provided for in the Nebraska Liquor Control Act.

(D) The issuance of the license is or will be required by the present or future public convenience and necessity:

The establishment will be opened six days a week 11:00 am to 01:00 am during football season closed on Wednesday then open 11:00am to 01:00 am Tuesday thru Saturday in the off season.

Oversight and accountability will be a priority for the applicants as it relates to the sale of alcoholic beverages.

SPECIFIC ISSUES COMMISSION MAY CONSIDER

(E) The existence of a citizen's protest made in accordance with Section 53-133:

There have been no known citizen protests of this business.

(F) The nature of the neighborhood or community of the location of the proposed licensed premises:

The business is located at 1605 Avenue A Scottsbluff, NE. It is a Bar Restaurant that will attract customers all hours when opened. Its location is easily accessible and convenient for customers and the site of a former bar. I would not anticipate any issues with location.

(G) The existence or absence of other retail licenses or bottle club licenses with similar privilege within the neighborhood or community of the location or the proposed licensed premises.

There are other businesses in the area with liquor licenses that allow for offsite sales. There are other restaurants in the area with liquor licenses.

(H) The existing motor vehicle and pedestrian traffic flow in the vicinity of the proposed licensed premises:

Although no recent traffic studies have been completed regarding motor vehicle traffic of the general area, the traffic flow is not of concern at this time nor is pedestrian traffic.

(I) The adequacy of existing law enforcement:

The Scottsbluff Police Department is allowed 31 full time officers in the department and handled approximately 13,550 calls for service, not including traffic citations during 2015. The number of liquor licenses within the jurisdictional boundaries of the Police Department, regardless of the class, continues to be a concern to the Police Department and even routine monitoring of their business practices is difficult. Compliance checks continue to remain a concern to those businesses that sell alcohol to minors. The Nebraska State Patrol has assumed liquor law enforcement duties and their wide jurisdiction generally precludes any particular focus in the city.

(J) Whether the type of business or activity proposed to be operated in conjunction with the proposed license is and will be consistent with the public interest:

The Police Department would reserve making any statement which would indicate that the sale of alcohol is consistent with the public interest.

Adequate staffing and training, as well as close supervision of patrons are important. Cooperation with the Police Department by management will help to eliminate or diminish potential problems with violations.

EXHIBIT IV

Memo

Date: May 2, 2016

To: Honorable Mayor Meininger and Members of the City Council

From: Cindy Dickinson, City Clerk

CC: Rick Kuckkahn, City Manager

Re: 16th Empire, LLC, 1605 Ave. A., Scottsbluff, NE

The city clerk is required by ordinance to report specific information to the city council whenever a liquor license application hearing is held.

Following are the existing licenses, their class, address and proximity to other licensed premises:

Class of License

Class A	Beer only, for consumption on premises
Class B	Beer only, for consumption off premises
Class C	Alcoholic liquors, for consumption on and off premises
Class D	Alcoholic liquors, including beer, for consumption off premises
Class I	Alcoholic liquors, for consumption on the premises
Class W	Wholesale beer
Catering	Alcohol permitted by licensee's retail license, sold or served at events covered by special designated licenses

Class A Licenses

Restaurants

Pizza Hut of Scottsbluff, Inc.

Mast Enterprises, Inc. dba Godfather Pizza

726 West 27th Street
2203-07 Broadway

Total Class A Licenses 2

Class B Licenses

Convenience Stores

Total Class B Licenses 0

Class C Licenses

Restaurants

El Charrito Restaurant & Lounge, Inc .
Tangled Tumbleweed (pending)

802 21st Avenue
1823 Ave. A

Hotel/Motel

Holiday Inn Express
Candlelight Inn & Lounge

1821 Frontage Rd.
1822 East 20th Place

Taverns/Lounges

Hight's Tavern
Silver Saddle Lounge
Shots Bar and Grill
Bob's Garage & Bar
Lucky Keno LLC dba FrontSide
Backaracks Bar & Grille
16th Empire (NEW APPLICATION)

20 West 18th Street
1901-B 21st Ave.
1722 Broadway
1907 Broadway
1001 Avenue I
1402 East 20th St.- Suite B
1605 Ave. A

Retail

Racks (Catering)
Panhandle Cooperative Assn. (Catering)

1402 East 20th St.- Suite A
401 S. Beltline Hwy West

Clubs

Elks BPO Lodge 1367

1614 1st Avenue

Bowling Alleys

Valley Bowl Fun Center

1702 17th Ave.

TOTAL CLASS C LICENSES 14

Class D Licenses

Grocery Stores

Safeway of Western Nebraska

601 Broadway

Convenience Stores

5th & O Eastco
Scottsbluff Watering Hole
Big Bats
Panhandle Coop Assn.
Git N Split
Cheema's Gas & Liquor
Route 26 Mart
Maverik Stores Inc.,
La Bamba
Walgreens

503 East Overland
121 W 27th Street
902 West Overland
3302 Ave. B
506 West 27th Street
2002 Avenue I
1722 E 20th Street
920 West 36th St.,
721 East Overland
205 West 27th Street

Liquor Stores

Dermer's
Liquor Cabinet (Catering)
Cigarette Chain

1311 E Overland Dr.
817 West 27th Street
323 East Overland

Discount/Grocery Stores

Big Kmart #7024
Wal-Mart Supercenter #867

802 East 27th Street
3322 Avenue I

TOTAL CLASS D LICENSES 16

CLASS I LICENSES

Restaurants

Rosita's
Chili's Grill & Bar
Applebee's Neighborhood Grill & Bar
Wonderful House Restaurant
Taco de Oro
Whiskey Creek Steakhouse
Ole, LLC
Oriental House
Emporium Coffeehouse & Cafe
San Pedro Mexican Restaurant (new catering application pending)
Sam & Louie's Pizzeria
Taco Town
Prime Cut
The Shed

1205 East Overland
826 West 36th St.
2621 5th Avenue
829 Ferdinand Plaza
2601 Avenue I
1802 E 20th Place
1901 East 20th Street
1502 E. 20th St.
1818 1st Avenue
23 West 27th St.

1522 Broadway
1007 West 27th St.
305 West 27th St.
18 West 16th St.

Theater

Hotel/Motel

Hampton Inn & Suites

301 W Hwy 26

TOTAL CLASS I LICENSES 15

Class W Licenses

Wholesale

High Plains Budweiser

2810 Ave M

TOTAL CLASS W LICENSES 1

TOTAL LICENSES

Class A	2
Class B	0
Class C	14 (1 pending)
Class D	16
Class I	15 (1 pending)
Class W	1
TOTAL LICENSES	48 (2 pending)

Exhibit # 5

Memo

Date: April 7, 2016
To: Honorable Mayor and City Council
From: Staff, Development Services
CC: Rick Kuckkahn
Re: Class "C" Liquor License Application
16th Empire, LLC
1605 Avenue A
Scottsbluff, NE 69361

Action:

The Development Services Department is required by Article 1, Chapter 11 of the Scottsbluff Municipal Code to report specific information to the Mayor and City Council whenever a liquor license application hearing is held. In accordance with that directive the following information is offered:

- (1) The property at 1605 Avenue A is situated in a C-1 (Central Business District) zoning district where restaurant/bar/taverns are allowed by right pursuant to the City's Zoning Ordinance, Chapter 25, of the City's Municipal Code of Ordinances.
- (2) In a C-1 Zone (Central Business District) no off-street parking spaces are required. (25-5-1*), however, there are several parking lots located in close proximity to the building which can provide parking.
- (3) The use of this property is consistent with the surrounding neighborhood, which is generally commercial in nature. (Broadway, Avenue A, & 1st Avenue). Occupancy of the building as a bar & grill would not adversely affect the neighborhood.
- (4) There are no churches, schools, or other similar institutions within 300 feet of the subject property.
- (5) The existing population of Scottsbluff is approximately 15,039.

City of Scottsbluff, Nebraska

Monday, May 2, 2016

Regular Meeting

Item Pub. Hear.4

Council to make a recommendation to the Liquor License Commission regarding the appointment of Jessie Martinez as Manager of the 16th Empire Class C Liquor License.

Staff Contact: Cindy Dickinson, City Clerk

City of Scottsbluff, Nebraska

Monday, May 2, 2016

Regular Meeting

Item Pub. Hear.5

Council to conduct a public hearing to consider an Ordinance Text Amendment of definitions for tattoo, body piercing, permanent color & branding and zoning district provisions amending zoning jurisdictions in which tattoos & body art will be allowed in commercial & manufacturing districts.

Staff Contact: Annie Folck, City Planner

Agenda Statement

Item No.

For meeting of: May 2, 2016

AGENDA TITLE: Council to consider an ordinance changing the zoning requirements for Body Art Facilities

SUBMITTED BY DEPARTMENT/ORGANIZATION: Planning and Zoning

PRESENTATION BY:

SUMMARY EXPLANATION: Currently Body Art Facilities are only allowed in a C-3 zone with a Special Use Permit. After receiving complaints that the City's zoning code is too strict with regard to Body Art Facilities, staff had drafted an ordinance that would list Body Art Facilities as a permitted use in the C-1, C-2, C-3, M-1, and M-2 zoning districts. This ordinance also removes some of the regulatory requirements from the zoning code, as City Staff is not qualified to determine if certain health code requirements are being met and these facilities are already regulated by the Nebraska Department of Health and Human Services. The ordinance also adds and changes some definitions to be in line with the definitions in Nebraska State Statute. This ordinance was reviewed by the Planning Commission, which recommended approval.

At the request of Council at their April 18th meeting, regulatory requirements were added to the ordinance that was reviewed by Planning Commission. These requirements are outlined in red, and have not been reviewed by Planning Commission. None of these requirements were discussed at the public hearing conducted by Planning Commission.

BOARD/COMMISSION RECOMMENDATION: Planning Commission recommends approval of the ordinance without the additional regulatory requirements that are shown in red. Planning Commission has not yet seen the version of the ordinance that includes these regulatory requirements.

STAFF RECOMMENDATION: If Council wishes to add in the regulatory requirements denoted in red, then staff recommends sending the ordinance back to Planning Commission for review and an additional public hearing.

EXHIBITS

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

Other (specify) ☐ _____

NOTIFICATION LIST: Yes ☐ No ☒ Further Instructions ☐

APPROVAL FOR SUBMITTAL: _____
City Manager

Rev 3/1/99CClerk

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

The Planning Commission of the City of Scottsbluff, Nebraska met in a regular scheduled meeting on Monday, April 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 April 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, Mark Westphal, Jim Zitterkopf, Callan Wayman, Linda Redfern, and Becky Estrada. Absent: Aguillo, Weber, Huber, and Gompert. City officials present: Annie Folck, City Planner, Annie Urdiales, Planning Administrator, 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: None

ITEM 4: Business not on agenda: None

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

ITEM 6: The minutes of March 14, 2016 were reviewed and approved. A motion was made to accept the minutes by Zitterkopf, and seconded by Wayman. **"YEAS":** Chadwick, Zitterkopf, Wayman, and Estrada. **"NAYS":** None. **ABSTAIN:** Westphal and Redfern. **ABSENT:** Aguillo, Huber, Weber, and Gompert. Motion carried.

ITEM 7A: The Planning Commission opened a public hearing for the Owen Oral Surgery Center Redevelopment Plan, applicant(s) and owner(s), Owen Development, L.L.C. Annie Folck, City Planner gave a brief overview of the project, the Planning Commission at a previous meeting approved a final plat for Lots 1 and 2, Block 10, Five Oaks Subdivision for property owner, Zachary Owen. These lots are located in a Blighted and Substandard area and are eligible for TIF (tax increment financing). Dr. Owen plans on developing Lot 1, as his office for Oral Surgery part of this plan includes several public improvements to the property including the completion of the west side of Avenue G from 42nd Street south to 40th Street, and improvements to the water and sewer systems. This redevelopment plan includes a request for tax increment financing for eligible costs and improvements to the land. Folck noted that the plan fits and is in compliance with our newly adopted comprehensive development plan and recommended approval of the Resolution for the Redevelopment Plan for review by the CRA (Community Redevelopment Authority) and City Council.

John Selzer, representing Owen Development L.L.C, addressed the Planning Commission and outlined how the proposed project meets the intent of the City's Comprehensive Development Plan, Lot 1, which will be developed as the Oral Surgery Office is located in an O & P zoning district, this office building will be a good buffer between the Webb development in a C-2 zoning district to the west and the R-4 residential district to the east of Avenue G. The office will have regular business hours and be low

intensity, low traffic with approximately fifteen patients a day. The Plan also includes landscaping and possibly sidewalk which will soften the edges of the office, the office building will be designed to fit in with both the commercial to the west and the residential to the east it will fit with Highway 26 District street patterns. As Lot 1 is developed a water line will be put in place under Avenue G to serve future development to the east, this will allow for the availability of water services to future development without having to tear up the street. The plan is in conformance with our Comp Plan and Mr. Selzer requested a positive recommendation of the resolution for the revitalization plan to the Community Redevelopment Authority and City Council.

Conclusion: A motion was made by Zitterkopf and seconded by Westphal to make positive recommendation of the resolution to approve the Redevelopment Plan for the Owen Oral Surgery Center on Lot 1, Block 10, Five Oaks Subdivision to the Community Redevelopment Authority, and City Council. "YEAS": Westphal, Redfern, Zitterkopf, Wayman, Chadwick, and Estrada. "NAYS": None. ABSTAIN: None. **ABSENT:** Aguillo, Weber, Huber, and Gompert. Motion carried.

ITEM 7B: The Planning Commission opened a public hearing for a proposed rezone for property located at 1401 19th Avenue (tracts 12, & 13, Wildy & Lana Commercial Tracts). The applicant(s), Kathy Birch from Van Newkirk Real Estate, representing property owners, T.H. & Spencer Steel; Ms. Birch addressed the Planning Commission regarding the request to change the zoning from R-4 Multifamily residential to C-3 Heavy Commercial. The property owners live in Colorado and are unable to take care of the property anymore; they want to sell the property and have someone interested in the property if can be rezoned to a C-3 heavy commercial zoning district, they are asking the Planning Commission to consider changing the zoning which will help with the sale of the parcel, which will improve the area as it is now an eyesore, the prospective buyer is aware of the landscaping requirements in a C-3 zone and will landscape with trees and hope to provide a sidewalk in this area also. The proposed use is for commercial storage.

The property has been used as a mobile home park for several years (Wagon Wheel Mobile Home Park) and is situated south of East 15th Street between 19th and 21st Avenue. Properties to the north, south and west are zoned C-3 Heavy Commercial and east of 21st Avenue the area is zoned M-1 Light Manufacturing. These parcels were zoned C-3 in the past and rezoned a years ago to R-4 as the owner at that time was planning to remove the mobile homes and put in multifamily rental units. He later sold the property and it has been used as a mobile home park ever since with different owners, the Steele's had sold the property but the property reverted back to them after the previous owners were unable to make the proposed changes and improvements to the mobile home park.

Conclusion: A motion was made by Wayman and seconded by Chadwick to recommend approval of the proposed zone change for Tracts 12 & 13, Wildy & Lana Commercial tracts from R-4- Multifamily to C-3 Heavy Commercial. "YEAS": Zitterkopf, Westphal, Chadwick, Wayman, Redfern, and Estrada. "NAYS": None. ABSTAIN: None. **ABSENT:** Aguillo, Weber, Huber, and Gompert. Motion carried.

ITEM 7C: The Planning Commission opened a public hearing for proposed ordinance amendments to Chapter 25, Article 2, Including definitions relating to Tattoo Establishments, Body Piercing, Branding and Permanent Color Technology, also amending Chapter 25, Article 3, amending various zoning districts in which a Tattoo/Body Piercing Establishment or Permanent Cosmetic Facilities will be allowed as a permitted use by right.

Annie Folck gave a brief description of the changes to Chapter 25 Article 2 & 3, of our zoning code. Definitions were added to Article 2 defining the following:

25-2-13.1. Body piercing

Body piercing means puncturing the skin of a person by aid of needles or other instruments designed or used to puncture the skin for the purpose of inserting removable jewelry or other objects through the human body, except that body piercing does not include puncturing the external part of the human ear lobe.

25-2-13.2. Branding - Branding means a permanent mark made on human tissue by burning with a hot iron or other instrument.

25-2-90.1. Permanent Color Technology - Permanent color technology means the process by which the skin is marked or colored by insertion of non-toxic dyes or pigments into or under the subcutaneous portion of the skin upon the body of a live human being so as to form indelible marks for cosmetic purposes.

25-2-125.1. Tattooing - Tattooing means the process by which the skin is marked or colored by insertion of non-toxic dyes or pigments into or under the subcutaneous portion of the skin upon the body of a live human being so as to form indelible marks for decorative or figurative purposes.

25-2-125.2. Tattoo/body piercing establishment - Any establishment where tattooing, branding and/or body piercing is engaged in and where the business of tattooing, branding, and/or body piercing is conducted, or any part thereof. This definition does not include practices that are considered medical procedures such as implants under the skin. Practices recognized as medical procedures by the State Medical Board shall not be performed in a tattoo/body piercing establishment. All tattoo/body piercing establishments must obtain appropriate licensure through the Nebraska Department of Health and Human Services for body art facilities.

The City's current language for zoning has requirements/guidelines listed these will be removed as we do not conduct inspections of the facilities, these facilities and licenses are all governed by the State and the only thing we should control is the zoning and where the establishment can be a permitted use by right. City staff is not trained or qualified to make determinations as to whether or not health code requirements are being met. If the City decides to start regulating these facilities it should be done through a regulatory ordinance that addresses public health not through zoning.

Below is the language which will be removed:

25-3-15(91) - *Tattoo parlor meeting the following conditions:*

a. Prior to operating a tattoo parlor, the operator/practitioner must first apply for and receive a permit and certificate of occupancy from the Development Services Director. The permit is subject to revocation if the permittee at any time fails to comply with the conditions set forth herein.

b. The operator/practitioner must comply with any and all federal, state and local regulations pertaining to the activity of tattoo artistry on the human skin.

c. The operator/practitioner must submit to regular and/or unannounced inspections by the Department of Planning, Building and Development, the Scotts Bluff County Department of Health, and any other authority empowered to regulate such activities.

d. All instruments and equipment must be cleaned and sterilized before use. Sterilization of equipment shall be accomplished by exposure to live steam for at least thirty (30) minutes at a minimum pressure of fifteen (15) pounds per square inch, temperature of two hundred forty (240) degrees Fahrenheit or one hundred sixteen (116) degrees Celsius.

e. The operator/practitioner must positively identify each client and keep record of the client's name, age, mailing address and phone number and not dispose of such information for a period of at least ten (10) years. Any transfer in ownership or operation of the business will result in revocation of the permit. All records shall be relinquished to the Development Services Director at that time.

f. The operator/practitioner may not perform work on anyone eighteen (18) years of age or younger without written permission from the minor's parent/parents or legal guardian.

g. The operator/practitioner shall comply with the OSHA (Occupation Safety and Health Act) blood borne pathogen rules as it relates to the disposition of hazardous waste materials.

h. To prevent the cause and/or spread of infection or disease, any and all tattoo needles used for each client shall be disposed of properly and not reused.

Under Chapter 25, Article 3 Zoning District Provisions –Tattoo/Body Piercing Establishments and Permanent Cosmetic Facility were added to the C-1, C-2, M-1, & M-2 zoning districts as a permitted use by right. Permanent Cosmetic Facilities was also added to the C-3 zoning district as a permitted use by right; previously C-3 was the only zoning district that allowed Tattoo/Body Piercing as a permitted use.

Discussion on how to classify Permanent Color Technology should also be allowed in a O&P zoning district and in residential districts with a special use permit, a decision on whether the permanent color should be considered the same as a tattoo establishment or as cosmetic similar to Beauty Salons some of which offer this type of permanent color for clients, which includes eyeliner, eyebrows, lip liner and some cosmetic color work for cancer patients who have had a mastectomy. Research into other Cities did not provide anything that addressed permanent color technology.

Proponents that spoke in favor of the change were Matt Drake, Signature Ink, Summer Bianco of Bianco and Company, David Marez, NE Ink, and Chris Seaton, Handsome Devil Tattoo, all spoke in favor of the ordinance. The current ordinance is antiquated and they are governed the same as a beauty salon. Change in the ordinance will level the playing field and allow for Tattoo Parlors to be in other zoning districts currently the C-3 district which is mostly along East Overland, there are not very many empty building in this area for a business and people are also afraid of this area and do not like to be there after certain hours. People want to feel safe when they are out in the City. Allowing for these Establishments in other districts will help the community. More establishments will bring more revenue tattoos are becoming more main stream and this is a positive change for the community, it will help in removing the gangster mentality. These facilities and tattoo artists are required to have licenses and follow all requirements from the State; all disposals of needles are done according to State guidelines, back ground checks are also done by police. Hours can be different for the establishments some open later in the morning and are open till evening hours. Cliental can vary from 20 to 30 a month; this type of traffic will not disrupt the surrounding neighborhood.

Jon Darnell, Wake Up N' Makeup, spoke regarding permanent color technology and would like the board to look at separating this use separately from tattoo establishments and to consider them as more as a beauty salon where the do cosmetics and makeup these are personal services they are providing for their clients. The tattoos and permanent art require different training and different licensing.

Bill Trumbull also spoke in favor of separating the permanent color technology from tattoos & body piercing. This will allow for flexibility in where these different facilities may be located, maybe in a O & P zoning district and in residential with a special use permit form the Planning Commission.

Brenda Colin addressed the Planning Commission and offered support for the ordinance amendment for tattoos from a different age group, tattoos are a form of self-expression and represent art, sometimes the tattoo has a meaning of something that has happened in a person's life it is free enterprise and should not be discriminated against.

Desirae Natali also spoke in support of the change in ordinance. It's time to change the stigma of tattoo parlors, the gangster image, and negativity of these types of establishments. The new ordinance will level the playing field for everyone.

David Chalupa spoke against the change, the City should have regulations in place before they expand the use to other zoning districts.

Planning Commission Member Redfern noted that this is the first time we are using the new comprehensive development plan and zoning is looking at everything differently, with the new plan & a new process, there will be lots of trials in of the new plan and we will have lots of updates to our zoning code, looking at how the different zoning districts effect the surrounding areas.

This ordinance can be revisited in the future and we can add to or remove language as needed.

Conclusion: A motion was made by Westphal and seconded by Chadwick to approve the ordinance amendment as presented: "YEAS": Zitterkopf, Westphal, Chadwick, Wayman, Redfern, and Estrada. "NAYS": None. ABSTAIN: None. ABSENT: Aguillo, Weber, Huber, and Gompert. Motion carried.

ITEM 7D: The Planning Commission opened a public hearing for Ordinance amendments to Chapter 25, Article 3 Section 25 dealing with zoning & miscellaneous regulation by including regulations for shipping containers used for storage by adding 25-3-15(16) restricting the use of shipping containers as storage.

The Planning Commission had previously reviewed this ordinance at the January meeting which adds language to our zoning code regarding shipping containers for storage use and had recommended approval of the proposed additions/changes to City Council. City Council referred this back to Planning Commission and asked that Development Services Staff make more specific requirements for this type of storage container in both commercial districts and residential districts. Originally one ordinance was approved, staff was asked to break this into two ordinances one for residential districts and one for commercial districts. The commercial ordinance lists more guidelines than the residential ordinance.

Some of the types of these containers are - freight container, ISO container, shipping container, high-cube container, box, C container or container van, which are designed to store and move materials. General restrictions for shipping containers proposed include, a shipping container may be placed in the front yard setback only if being used for moving or relocating purposes. They cannot be placed within the site triangle, may exceed 8 feet in width, 9 feet in height or 40 feet in length, cannot be placed in easements, public rights-of-way, and setbacks except as otherwise provided for in the Code. 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.

Residential zoning districts shipping container shall not be allowed, except on a temporary basis for moving or actually used for construction activities, in all residential zoning districts. A shipping container may be allowed for a period of 30 days if used for moving or if used for construction activities if additional time is needed the owner of the lot can apply for one 30 day extension.

Commercial zoning districts shipping containers may be used for storage or shipping in all commercial zoning districts provided they are located in areas not utilized by customers of the commercial business and where shipping & receiving are conducted on the lot. The containers are maintained and kept in good repair with no holes and rust and secured to prevent entry and injury to unauthorized people. The containers must also 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.

Manufacturing & Agricultural Districts, a building permit is required if the container is to 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. If located in a front or side yard it must be painted so no signage or language is visible, they cannot be connected to any City utility, kept in good repair with no holes or rust, and must be placed on a level surface with a base of rock or concrete to prevent any settling of the container while it is on the lot.

The City is getting more requests for these types of containers and has issued a few building permits, some of the things we are concerned about is placement on property as they could be placed in the floodway, and would also need a floodplain permit.

Some of the questions brought up, if these are considered temporary and then remain on the property will it be taxable. With a permit as an accessory structure they would be reviewed by the County and appropriately taxed. At this time FEMA considers them as a permanent structure and must conform to rules in the floodplain permit. How do we regulate the 30 days, if they are placed by a company they would keep track. If not we would probably handle on a complaint basis as they are called in to the City.

The Planning Commission would like more clarification in the ordinance regarding whether they are temporary or permanent structures (6 months or more), will be an accessory use or primary use, how will it be assessed and taxed, more clarification in the different requirements between manufacturing and commercial zoning district.

Conclusion: A motion was made by Redfern and seconded by Wayman to table the ordinance text amendment on shipping containers and asked that staff bring back to next month's meeting with clarification of the above concerns: "YEAS": Zitterkopf, Westphal, Chadwick, Wayman, Redfern, and Estrada. "NAYS": None. ABSTAIN: None. ABSENT: Aguillo, Weber, Huber, and Gompert. Motion carried.

ITEM 8: Unfinished Business: None.

There being no further business, a motion to adjourn was made by Chadwick and seconded by Wayman. The meeting was adjourned at 7:40 p.m. "YEAS": Zitterkopf, Wayman, Westphal, Chadwick, Redfern, and Estrada. "NAYS": None. ABSTAIN: None. ABSENT: Aguillo, Weber, Huber, & Gompert. Motion carried.

Becky Estrada, Chairperson

Attest: _____
Annie Urdiales

ORDINANCE NO. _____

AN ORDINANCE FOR THE CITY OF SCOTTSBLUFF, NEBRASKA, AMENDING CHAPTER 25, ARTICLE 2, INCLUDING DEFINITIONS RELATING TO TATTOO PARLORS AND BODY PIERCING, ALSO AMENDING CHAPTER 25, ARTICLE 3, AMENDING VARIOUS ZONING JURISDICTIONS IN WHICH A TATTOO/BODY PIERCING ESTABLISHMENT WILL BE ALLOWED AS A PERMITTED USE, REPEALING ALL PRIOR ORDINANCES AND 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 2 of the Scottsbluff Municipal Code is amended by repealing the existing language and addition additional definitions with he following language:

“25-2-1. Words; usage.

The following words are used in this Chapter in the following manner:

- (1) “shall” and “must” mean that a person, organization, board, or association has a mandatory duty to act in the manner stated; such words are not used to declare a legal result,
- (2) “shall not,” “may not” and “must not” mean that a person, organization, board, or association has a mandatory duty to refrain from acting in the manner stated, and
- (3) “may” means that a person, organization, board, or association may, but is not required, to act in the manner stated.

25-2-2. Accessory building.

A building detached from the main building which is located on the lot or tract of land and whose use is subordinate to, and appropriate and customarily incidental to the use of the main building.

25-2-3. Adult book store.

The term “adult book store” means any establishment in which the preponderance of the material offered for sale, rent, or display is characterized by an emphasis on matter depicting, describing, or relating to specified sexual activities or specified anatomical areas, as those terms are defined in this Chapter.

25-2-4. Alley.

A public way, usually situated at the rear of a lot, which serves as a secondary means of access to the abutting lot.

25-2-5. All weather surfacing.

A surface consisting of four (4) inches of stabilized base overlaid with at least two (2) inches of gravel, concrete, or asphaltic surfacing.

25-2-6. Apartment.

For purposes of a condominium property development, an enclosed space consisting of one or more rooms occupying all or part of a floor in a building of one or more floors or stories regardless of whether it be designed for residence, for office, for the operation of any industry or business, or for any other type of independent use, provided it has a direct exit to a thoroughfare or to a given common space leading to a thoroughfare.

25-2-7. Arterial street.

A through street designed to carry the accumulated traffic of other streets feeding into it through the City.

25-2-8. Automobile service station.

A business place, located on premises that abut on a street or highway, which supplies motorists with gasoline, oil, tires and automobile accessories and services at retail direct to the motorist, including the making of minor repairs but excluding making such major repairs as:

- (1) spray painting,

- (2) axle, body, clutch, differential, fender, frame, spring and transmission repairs,
- (3) major engine overhaul requiring removal of the cylinder head or crankcase pan,
- (4) radiator repair requiring its removal, or
- (5) complete recapping or retreading of tires. The terms “filling station” and “service station” are included in this definition.

25-2-9. Automobile wrecking yard.

An area outside a building:

- (1) where motor vehicles are disassembled, dismantled, wrecked or junked,
- (2) where motor vehicles not in operating condition are stored, or
- (3) where used parts for motor vehicles are stored.

25-2-10. Basement.

That part of a building, wholly or partly below grade level, in which the greater part of the distance between its floor and ceiling is below grade level. A basement is not counted as a story in computing the number of stories a building has.

25-2-11. Billboard.

A billboard is an advertising sign which directs the attention of the public to a business/activity conducted, or product sold or offered for sale at a location not on the same premises where such sign is located.

25-2-12. Block.

An area enclosed by streets. When used as a term of measurement, it means:

- (1) the distance measured along the centerline of a street between two intersecting streets, or
- (2) if a dead-end street, the distance measured between the nearest intersecting street and the lot line abutting the dead end.

25-2-13. Boarding, rooming, or lodging house.

A building other than a hotel where either lodging or meals or both, for five (5) or more persons are provided for compensation.

25-2-13.1. Body piercing.

Body piercing means puncturing the skin of a person by aid of needles or other instruments designed or used to puncture the skin for the purpose of inserting removable jewelry or other objects through the human body, except that body piercing does not include puncturing the external part of the human ear lobe.

25-2-13.2. Branding.

Branding means a permanent mark made on human tissue by burning with a hot iron or other instrument.

25-2-14. Building.

Any structure which has a roof supported by columns or walls, whether above or below ground level.

25-2-15. Building coverage.

The percentage of the area of a lot or other tract of land which is covered by the maximum horizontal cross-section of a building or buildings located on it. Structures, including shelters for nuclear fallout, of which no part is above the grade of the lot, are not included in building coverage.

25-2-16. Building line.

A line parallel, or nearly parallel, to either the street line or the lot line not abutting the street and at a specified distance from the street or lot line which marks the minimum distance from either line that a building may be erected. For buildings erected prior to June 10, 1974, the building line means the exterior wall or omitted wall line closest to the street or other lot line.

25-2-17. Building, height of.

The distance measured vertically at the front of the building from the mean grade to the highest peak of the roof.

25-2-18. Camper.

(See “travel trailer.”)

25-2-19. Carport.

A structure or a part of a structure, other than a garage, used to shelter motor vehicles.

25-2-20. Child care center or preschool.

The term “child care center or preschool” means a place where care is provided:

- a. To four or more children under the age of 13 at any one time from families other than the provider's own;
- b. For on the average of less than 12 hours per day;
- c. For compensation, either indirect or direct;
- d. On a regular basis;
- e. By a person other than their parents/guardians;
- f. In full compliance with all of the applicable laws and regulations of the State of Nebraska pertaining to day care, whether such laws and regulations exist at the time of the passage of this ordinance or are hereafter adopted.

25-2-21. Clinic.

A place where care, diagnosis, and treatment of sick, infirm, or injured persons or those needing medical or surgical attention is provided, but where board, room, or overnight lodging is not provided.

25-2-22. Club or lodge, private.

A building and facilities owned or operated by a corporation, association, person or persons for a social, educational, or recreational purpose, but not primarily for profit nor to render a service customarily carried on as a business.

25-2-23. Cluster housing development.

A housing development comprising a group of tracts of real estate the areas of which are not required to comply individually within minimum lot area requirements, and which, for the purpose of compliance with minimum area requirements, may include the areas of common areas. Residential structures in such a development may have common walls, but the term does not include multi-story apartment type developments.

25-2-24. Common areas.

An entire planned unit development except all spaces therein granted or reserved to separate ownership.

25-2-25. Condominium.

An estate in real property consisting of an undivided interest in common in a portion of a lot, block or other tract of real estate, whether used for residential, business, commercial or industrial purposes, together with a separate interest in a building on such tract. A condominium may include, in addition, a separate interest in other portions of such real property.

25-2-26. Condominium development.

An entire lot, block or tract of land, and all structures thereon, which are or are to be, owned under a condominium regime.

25-2-27. Condominium Property Act.

The Condominium Property Act of the State of Nebraska or the Nebraska Condominium Act as set forth in the Nebraska statutes, as now existing or hereafter amended.

25-2-27.1. Convenience Warehouse Storage Facility.

A series of storage spaces contained in one building or in a series of buildings which are designed and used for the purpose of renting or leasing individual storage spaces to persons in

order that any person renting or leasing one or more of such individual storage spaces shall have access for the purpose of storing property therein.

25-2-28. Corral.

An enclosure designed for the confinement of livestock, within which livestock in excess of one hundred fifty (150) head at a particular time are confined.

25-2-29. Court.

An open unoccupied space, other than a yard, on the same lot with a building or buildings and bounded on one (1) or more sides by such building or buildings.

25-2-30. Day Care.

The provision of care:

- a. To children under 13 years of age to 4 or more children at any one time from families other than the provider's own;
- b. For on the average of less than 12 hours per day;
- c. For compensation, either direct or indirect;
- d. On a regular basis;
- e. By a person other than their parents/guardians;
- f. In a single family detached dwelling unit;
- g. In full compliance with all of the applicable laws and regulations of the State of Nebraska pertaining to day care whether such laws and regulations exist at the time of the passage of this ordinance or are hereafter adopted.

25-2-31. Decorative landscape feature.

Any structure or object, composed of any material, natural or artificial, erected, planted or positioned to enhance the visual or aesthetic value of the landscape of a tract of land.

25-2-32. Domestic violence shelter.

Any structure which is used primarily to provide temporary lodging and sanctuary for adult and child victims of domestic violence. No structure shall be considered a domestic violence shelter unless the following conditions are met:

- a. The shelter must be staffed by at least one person during the hours of operation in which the structure is occupied by a victim or victims.
- b. No more than five (5) adult victims may occupy the premises during a twenty-four (24) hour period.
- c. Occupancy by a victim of domestic violence shall not exceed seven (7) consecutive days.

25-2-33. Dormitory.

A building or part of a building containing a room or rooms each designed or intended to be rented for occupancy by more than two (2) persons.

25-2-34. Duplex.

A dwelling consisting of two (2) family units split horizontally.

25-2-35. Dwelling.

A building, or part thereof, designed for residential occupancy.

25-2-36. Dwelling unit.

A room, or group of rooms with kitchen facilities intended to be occupied as separate living quarters by a family, a group of persons living together, or a person living alone.

25-2-37. Dwelling, one (1) family or single family.

A building designed exclusively for occupancy by only one (1) family.

25-2-38. Dwelling, two (2) family.

A building designed exclusively for occupancy under one roof by two (2) families living independently of each other.

25-2-39. Dwelling, multiple family.

A building, or a part thereof, designed for occupancy under one roof by four (4) or more families living independently of each other.

25-2-40. Family.

- (1) a group of natural persons consisting of a man, his wife, any children born to either him or his wife, legally adopted by either him or his wife, or placed with either him or his wife as foster children, or any combination of these persons,
- (2) a group of natural persons as defined in (1) plus not more than six (6) other persons, at least three (3) of which must be related to some one of the persons described in (1) by blood, marriage, or legal adoption, or
- (3) a group of not more than three (3) natural persons living together who are not related.

25-2-41. Family child care home.

The term "family child care home" means a place where care is provided:

- a. To four or more, but not exceeding twelve, children under age 13 at any one time from families other than that of the provider;
- b. For on the average of less than 12 hours per day;
- c. For compensation, either direct or indirect;
- d. On a regular basis;
- e. By a person other than their parents or guardians;
- f. In the home of the person providing the care;
- g. In full compliance with all the applicable laws and regulations of the State of Nebraska pertaining to child care, whether such laws and regulations exist at the time of the passage of this ordinance or are hereafter adopted.

25-2-42. Feedlot.

An enclosure designed for the confinement of livestock or other commercially slaughterable animals or fowl, within which are confined at any particular time (not necessarily, repeatedly) animals or fowl, to which feed not grown within the enclosure is regularly provided, when a permit is required by NDEQ.

25-2-43. Fence.

Any tangible barrier or obstruction composed of any material, natural or artificial, placed for the purpose, or having the effect, or preventing passage or view across the barrier or obstruction. The term includes hedges and walls.

25-2-44. Fence, Perimeter.

A fence which encloses, or substantially encloses, two or more contiguous or adjacent lots, blocks or tracts of land.

25-2-45. Fence, Privacy.

Any fence erected or positioned to block a view of enclosed property.

25-2-46. Fertilizer storage and mixing plant.

A facility where (1) fertilizer or raw materials used in the mixing or manufacturing of fertilizer are stored and (2) the component parts are mixed to make liquid and dry fertilizers or various combinations or blends of fertilizer. The term "fertilizer storage and mixing plant" shall not include the storage or sale of prepackaged fertilizer which does not require any mixing or blending prior to sale or distribution.

25-2-47. Floor area.

The total number of square feet of floor space within the exterior walls of a building, not including space in cellars and basements.

25-2-48. Floor area ratio.

The total floor area on a zoning lot divided by the lot area of that zoning lot. For example, a building containing twenty thousand (20,000) square feet of floor area on a zoning lot containing ten thousand (10,000) square feet of area has a floor area ratio of two (2) to one (1).

25-2-49. Frontage.

That part of a lot which abuts a public right-of-way or the principal means of access to the lot.

25-2-50. Garage.

A structure, or part thereof, in which one (1) or more motor vehicles are housed, stored, kept, or repaired. It does not include an exhibition room, show room, or warehouse where cars kept for sale are stored.

25-2-51. Garage, private.

An accessory building, or an accessory part of a principal building, which is primarily intended and used for storage of privately owned motor vehicles, boats, and trailers of the family or families residing on the premises where it is located but in which no business, service, or industry connected directly or indirectly with motor vehicles, boats, or trailers is carried on. It includes a carport.

25-2-52. Garage, public.

A building where motor vehicles, boats, or trailers are painted, rebuilt, reconstructed, repaired, or stored for compensation.

25-2-53. Grade.

The average level of the finished surface of the ground adjacent to the exterior walls of the building or structure.

25-2-54. Gross floor area.

The total area of floor space within the exterior walls of a building.

25-2-55. Home occupation.

A business or profession, or an aspect thereof, which is carried on within a dwelling, or a building accessory thereto, and which by custom in the community constitutes a use of the premises which is incidental to use of the premises for dwelling purposes.

25-2-55.1. Emergency Shelter.

A residential facility operated by a government agency or by a private non-profit organization, which facility provides temporary accommodations to individuals or families who lack a fixed regular and/or adequate night-time residence.

25-2-56. Hotel/Motel

A building, or group of buildings, designed chiefly to provide for compensation for temporary lodging, with or without meals, containing individual sleeping units:

- (1) principally designed or used for temporary occupancy by tourists or transients,
- (2) with convenient parking space for each unit, and
- (3) with an entrance to each guest room or suite from an interior central hallway or independent exterior entrance.

25-2-57. Junkyard.

A space of two hundred (200) square feet or more located on a lot or tract of land which is used to store, dismantle, demolish, process, or abandon junk, or abandoned vehicles. The term "junk" shall have the meaning given to it in Chapter 12-1-1(3).

25-2-58. Kennel, dog.

A building, structure or premises in or on which more than three (3) dogs, at least five (5) months of age, are harbored. The term does not include a dog pound operated by or under contract with the City.

25-2-59. Living quarters.

One (1) or more rooms in a building designed for occupancy by one (1) or more persons which may be used for living or sleeping purposes.

25-2-60. Lodge, private.

(See "Club, private.")

25-2-61. Lodging house.

(See “Boarding house.”)

25-2-62. Lot.

A single building site or a single parcel of land designated as a lot on a subdivision plat, a record of survey map, or described as such by metes and bounds, having sufficient area to accommodate a main building authorized, with respect to its location, by the municipal code. It includes two (2) or more previously separate lots, or parts of lots, combined as a single building site for use as a single parcel of land.

25-2-63. Lot area.

The total area of a lot lying within its lot lines.

25-2-64. Lot, corner.

A lot situated at an intersection of two or more streets whose intersection angle does not exceed one hundred thirty-five degrees.

25-2-65. Lot coverage.

The percentage of lot area covered by the buildings and structures located on the lot. Buildings and structures include porches, breezeways, patio roofs, and like structures, but not fences or swimming pools.

25-2-66. Lot depth.

The average of the maximum and minimum distances between the front lot line and the rear lot line of the building site.

25-2-67. Lot, double frontage.

A lot which extends from street to street.

25-2-68. Lot, interior.

A lot which is not a corner lot.

25-2-69. Lot, key.

The first interior lot to the rear of a reversed corner lot.

25-2-70. Lot line.

Any boundary line of a lot.

25-2-71. Lot line, front.

- (1) for an interior lot, the line separating the lot from the street or place on which it abuts, and
- (2) for a corner lot, the line separating the lot from the street on which the majority of the lots in the block front.

25-2-72. Lot line, rear.

The lot line directly opposite most distant from the front lot line. In the case of an irregularly shaped lot, it is the lot line, at least ten (10) feet long, which is parallel to, or most nearly so, and most distant from the front lot line.

25-2-73. Lot line, side.

Any lot line which is neither a front or rear lot line.

25-2-74. Lot of record.

A lot whose separate entity has been established by a plat recorded in the office of the Register of Deeds.

25-2-75. Lot, reversed corner.

A corner lot the rear lot line of which abuts on the side lot line of another lot.

25-2-76. Lot width.

The distance between the side lot lines measured at right angles to the lot depth at a point midway between the front and rear lot lines.

25-2-77. Main building.

A building on a lot which is occupied by the primary use.

25-2-78. Manufactured Home.

Manufactured home shall mean (a) a factory-built structure which is to be used as a place for human habitation, which is not constructed or equipped with a permanent hitch or other device allowing it to be moved other than to a permanent site, which does not have permanently attached to its body or frame any wheels or axles, and which bears a label certifying that it was built in compliance with National Manufactured Home Construction and Safety Standards, 24 C.F.R. 3280 et seq., promulgated by the United States Department of Health and Urban Development, or (b) a modular housing unit as defined in section 71-1557 of the Statutes of Nebraska bearing the seal of the Department of Health and Human Services Regulation and Licensure.

25-2-79. Master deed.

A deed establishing a condominium property regime.

25-2-80. Mobile home.

A movable or portable dwelling which:

- (1) is not less than eight (8) feet in width,
- (2) is not less than forty (40) feet in length,
- (3) is so constructed as to be towable on its own chassis, and to function without a permanent foundation,
- (4) can be connected to utilities, and
- (5) has kitchen and sanitary facilities.

A mobile home may consist of one (1) or more units which can be telescoped when being towed and later expanded to create additional capacity, or it may consist of two (2) or more units which can be towed separately but are designed to be joined into an integral unit. A dwelling so constructed shall be deemed to be a mobile home whether or not mounted upon a temporary or a permanent foundation. Mobile homes must meet HUD standards.

25-2-81. Mobile home park.

A tract of land containing at least four and one-half (4½) acres owned by one (1) legal entity and licensed as required by Article 9 of this Chapter.

25-2-82. Mobile home planned unit development.

A mobile home development, on a lot or tract of land comprising not less than five (5) acres, which is characterized by an integrated and coordinated arrangement under which the mobile home dwelling units are individually owned, and all of the common open space, including but not necessarily limited to, parking areas and drives, are owned in common by the owners of the mobile home dwelling units or by an incorporated or cooperative association of which such owners are the members.

25-2-83. Mobile home park drives.

Privately owned lanes and roadways within a mobile home park.

25-2-84. Mobile home space.

A plot of ground within a mobile home park designated for the accommodation of one (1) mobile home.

25-2-85. Municipal Uses.

A use of the land, or buildings, for municipal purposes such as water wells, parks, streets, alleys and other public infrastructure operated and maintained by the City.

25-2-86. Nursing Home.

A home for aged, chronically ill or incurable persons in which three (3) or more persons not of the immediate family are received, kept and provided with food, or shelter and care for compensation.

25-2-87. Occupancy.

The actual possession or use of a building, structure, lot, or tract of land.

25-2-88. Open space.

Land areas which are not occupied by buildings, structures, streets, open visitor parking spaces or alleys, except approved landscaped features and active recreational facilities that are part of a Planned Unit Development.

25-2-89. Open space, common.

Open space which is suitably located and improved for common recreational purposes, active or passive, and is accessible to each lot or dwelling within a planned unit development through a system of public or private walkways.

25-2-90. Pharmacy.

Business premises wherein is carried on primarily the business of selling at retail of prescription and legal nonprescription drugs and medicines, and includes the selling at retail, as an incident to such business, of other medical supplies and equipment, personal care products and greeting cards.

25-2-90.1. Permanent Color Technology.

Permanent color technology means the process by which the skin is marked or colored by insertion of non-toxic dyes or pigments into or under the subcutaneous portion of the skin upon the body of a live human being so as to form indelible marks for cosmetic purposes.

25-2-90.2. Permanent Cosmetic Facility.

A facility where procedures are performed in which permanent color technology is applied or pigment is applied with a needle, electronic machine, or other means to produce a permanent mark visible through the skin. Procedures include, but are not limited to the application of eyeliner, eyeshadow, lip, eyebrow or cheek color for the purpose of enhanced aesthetic; scar concealment; and/or re-pigmentation of areas involving reconstructive surgery or trauma. A permanent cosmetic facility must obtain appropriate licensure through the Nebraska Department of Health and Human Services for body art facilities.

25-2-91. Person.

An individual, firm, corporation, partnership, association, trust or other legal entity, or any combination thereof.

25-2-92. Property.

Land, leasehold interests in land, any building, all improvements and structures thereon, and all easements, rights and appurtenances belonging thereto or to any of such elements alone.

25-2-93. Planned business center.

Any business or commercial development on a lot or tract of land which contains not less than five (5) acres and is characterized by an integrated or coordinated arrangement of stores, shops, offices, buildings, and facilities.

25-2-94. Recreation areas.

The common open space which is usable for recreational purposes, whether or not developed with active facilities, such as swimming pools, tennis courts, recreational buildings, a clubhouse, or similar facilities located within a planned unit development.

25-2-95. Recycling center.

A building in which aluminum and tin cans, glass and plastic containers, and newspapers and paper products, or any of these, are received, stored and compacted for subsequent transportation to a processing facility.

25-2-96. Reversed frontage.

The situation in which the rear lot line of a corner lot abuts the side lot line of the adjacent interior lot.

25-2-97. Rooming house.

(See “Boarding house.”)

25-2-98. Satellite earth station, height.

The height of the dish measured vertically from the highest point of the dish, when positioned for operation, to the bottom of the base which supports the dish.

25-2-99. Scrap metal processing facility.

An establishment having facilities for processing iron, steel, or nonferrous scrap and whose principal product is scrap iron and steel or nonferrous scrap-for sale for remelting purposes.

25-2-100. Service building.

A building or buildings located in a mobile home park or trailer park which provide laundry and drying, toilet or bathing facilities to occupants of the park.

25-2-101. Setback line.

A line, as shown on a recorded plat or otherwise established by the City Council, beyond which no part of a main exterior wall of a building or structure may project.

25-2-102. Setback line, front.

The setback line at the front of the lot.

25-2-103. Setback line, rear.

The setback line at the rear of the lot.

25-2-104. Setback line, side.

The setback line at either side of the lot.

25-2-104.1. Sight triangle.

An area at a street intersection in which no buildings shall be erected or placed and no trees, bushes or shrubs shall be planted in a manner which impedes vision between a height of 2 ½ feet and 10 feet above the grades of the bottom of the curb of the intersecting streets, measured from the point of intersection of the centerline of the streets, 50 feet in each direction along the centerline of the streets. At the intersection of major arterial streets, the 50-foot distance shall be increased to 100 feet for each leg of the intersection.

25-2-105. Sign.

Any device containing elements or symbols, organized or related, which is designed to inform or to attract the attention of persons not on the premises on which the sign is located; provided, however, that mailbox numbers or names, government flags or insignia, legal notices, governmental identification, information or direction signs, shall not be included within this definition.

25-2-106. Sign, area of.

The entire area within any type of perimeter or border which may enclose the outer limits of any writing, representation, emblem, figure, or character. The area of a sign having no such perimeter or border shall be computed by enclosing the entire area with parallelograms, squares, rectangles, triangles or circles of the smallest size sufficient to cover the entire area of the sign and computing the area of these parallelograms, squares, rectangles, triangles or circles. The area computed shall be the maximum portion or portions which may be viewed from any one direction.

25-2-107. Sign structure.

The supports, uprights, bracing, guy rods, cables and frame work of a sign or outdoor display.

25-2-108. Sign, accessory.

A sign which directs attention to a business, product, activity, or service conducted, sold, or offered for sale on the lot or tract of land where the sign is located.

25-2-109. Sign, attached.

A sign mounted flat against a wall or side of a building or structure.

25-2-110. Sign, detached.

A freestanding sign, and includes such signs whether standing upon the ground or upon a building or structure, and whether permanently fixed or movable, but does not include mobile signs.

25-2-111. Sign, mobile.

A movable or portable sign that is so constructed as to be towable on its own chassis and to function without a permanent base or support.

25-2-112. Sign, extending.

A sign mounted perpendicularly to the wall of a building.

25-2-113. Sign, political.

A sign, advertising structure, or display which communicates any message or idea identifying, supporting, opposing, promoting, conveying a position upon, or relating to any candidate for public office or proposition, amendment or issue connected with any local, special, state or national election. The term does not include political buttons, vehicle bumper stickers, signs on garments or hats, or political campaign memorabilia carried on the person.

25-2-113.1. Sign; Temporary Detached.

A temporary detached sign is a detached sign which meets one or more of the following criteria:

1. Relates a message that changes frequently or becomes outdated; or
2. Made of materials of relatively low durability; or
3. Intended to be removed or replaced within a period of six months or less; or
4. Is portable.

25-2-114. Solid Waste Transfer Station.

A building in which solid waste is deposited and sorted for recycling or disposal, and from which it is transported within ten days after initial deposit, to a recycling center or to a landfill site licensed by the State of Nebraska. The term "solid waste" means solid waste as defined in Chapter 19, however, that anything which is a hazardous waste shall not be considered a "solid waste" which is allowed to be deposited and sorted in a solid waste transfer station. The term "hazardous waste" means hazardous waste as defined in Chapter 19. The term "hazardous waste" shall also include any substance which is defined as a hazardous waste by the Rules and Regulations of the Nebraska Department of Environmental Control as such rules and regulations are or may become effective from time to time.

25-2-115. Specified anatomical areas.

The term "specified anatomical areas" means:

- a) less than completely and opaquely covered human genitals, pubic region, buttocks or female breasts below a point immediately above the top of the areola or
- b) human male genitals in a discernibly turgid state, even if completely and opaquely covered.

25-2-116. Specified sexual activities.

Specified sexual activities means:

- a) human genitals in a state of sexual stimulation or arousal;
- b) acts of human masturbation, sexual intercourse or sodomy; or,
- c) fondling or other erotic touching of human genitals, pubic region, buttocks or female breasts.

25-2-117. Store.

To place or leave in a location for preservation or later use or disposal.

25-2-118. Story.

That part of a building, not including a basement:

- (1) between the surface of any floor and the surface of the next floor above it, or

(2) if there is no floor above, then the space between any floor and the ceiling next above it.

25-2-119. Story, half.

A story directly under a gable, hip, or gambrel roof whose wall plates on at least two (2) opposite exterior walls are not more than two (2) feet above the floor of that story.

25-2-120. Street.

A public way, road, or highway, furnishing the principal means of access to an abutting lot or tract of land.

25-2-121. Street, front.

A street on which the majority of the lots in the block front.

25-2-122. Street, side.

A street which intersects a front street.

25-2-123. Structure.

Anything constructed or erected on the ground, or attached to something constructed or erected on the ground. The term includes manufactured homes, signs, billboards and fences so constructed, erected or attached.

25-2-124. Structural alteration.

A change in any supporting members, such as bearing wall, column, beam, or girder of any structure.

25-2-125. Subdivision.

The dividing of any parcel of land into two (2) or more parcels.

25-2-125.1. Tattooing.

Tattooing means the process by which the skin is marked or colored by insertion of non-toxic dyes or pigments into or under the subcutaneous portion of the skin upon the body of a live human being so as to form indelible marks for decorative or figurative purposes.

25-2-125.2. Tattoo/body piercing establishment.

Any establishment where tattooing, branding and/or body piercing is engaged in and where the business of tattooing, branding, and/or body piercing is conducted, or any part thereof. This definition does not include practices that are considered medical procedures such as implants under the skin. Practices recognized as medical procedures by the State Medical Board shall not be performed in a tattoo/body piercing establishment. All tattoo/body piercing establishments must obtain appropriate licensure through the Nebraska Department of Health and Human Services for body art facilities.

25-2-126. Temporary.

Less than twelve (12) months.

25-2-127. Townhouse.

An arrangement of single family dwelling units, joined by common walls on not more than two (2) sides, with the uppermost story being a portion of the same dwelling located directly beneath at the grade of the first floor area, and having exclusive individual ownership and occupancy rights of each dwelling unit, including, but not limited to the land area directly beneath such dwelling unit.

25-2-128. Travel trailer.

A portable vehicular structure built on a chassis which is designed to be used as a temporary dwelling while traveling, the body of which is not more than eight (8) feet wide nor thirty-two (32) feet long, and which usually contains bath or toilet facilities, or both. The term includes a camper.

25-2-129. Trailer park.

A tract of land which is not a mobile home park but contains individual parking lots for travel trailers. It may have temporary hookup facilities for plumbing and electrical services.

25-2-130. Unit.

The element of a planned unit development which is not owned in common with the owners of other elements in the development.

25-2-131. Use, Accessory.

A use subordinate to and serving the principal use or structure on the same lot and customarily incidental thereto.

25-2-132. Use, Conditional

A use classified as conditional may be appropriate or desirable in a specified zone, but requires special approval because if not carefully located or designed, it may create special problems such as excessive bulk, height or abnormal traffic conditions.

25-2-133. Use, Non-conforming

Use of land, buildings or structures legally existing at the effective date of this ordinance which does not comply with all regulations of this ordinance or any amendments hereto governing the zoning district in which such use is located.

25-2-134. Use, Permitted.

A public or private use which of itself conforms with the purposes, objectives, requirements, regulations and performance standards of particular zoning district.

25-2-135. Use, Principal.

The primary use of land or buildings as distinguished from accessory uses. A principal use may be either permitted or conditional.

25-2-136. Used car lot.

A lot or tract of land where second-hand automobiles, intact and ready for operation, are kept and offered for sale.

25-2-137. Variance.

An authorization granted by the Board of Adjustment with respect to a lot, tract of land, building or structure so as to permit the use of a lot or tract of land, or the construction, reconstruction, maintenance, repair or use of a building or structure, which is otherwise prohibited by this Chapter, because of peculiar and exceptional practical difficulties, or an exceptional and undue hardship of a type recognized by section 19-910 R.R.S. 1943, as amended, as grounds for the granting of a variance.

25-2-138. Yard.

An open space, other than a court, on a lot or tract of land generally unobstructed except as permitted in this Chapter from the ground upward.

25-2-139. Yard, front.

A yard extending the full width of a lot or tract of land between the front wall of the main building and the front lot line.

25-2-140. Yard, rear.

A yard extending the full width of a lot, or tract of land, between the rear of the main building and the rear lot line. The depth of a required rear yard is measured from the nearest point of the rear lot line to the nearest point of the main building.

25-2-141. Yard, side.

A yard between a side wall of the main building and the side lot line extending from the front yard to the rear yard.

25-2-142. Zoning district.

An area delineated on a zoning map for which uniform use regulations are specified.

25-2-143. Zoning map.

A map or maps directly enacted by the City Council as a part of this Chapter showing the boundaries of a zoning district or districts, a copy or copies of which, certified to have been enacted as provided by law, is filed in the office of the City Clerk as an Director record of the City, and a copy of which is attached to a copy of the text of this Chapter.”

Section 2. §25-3-13. C-1 Central Business District of the Scottsbluff Municipal Code is amended to read as follows:

“25-3-13. C-1 Central Business District.

Intent: The intent of a C-1 Central Business District Zone is a zone for the central business district permitting all types of business enterprises except manufacturing and other industries which are incompatible with a business district comprised primarily of retail sales and service businesses.

Principle Permitted Uses.

1. Accounting, auditing, bookkeeping services
2. Ambulance service
3. Amusement centers, indoor only
4. Animal clinic, indoor only
5. Arts & crafts studio
6. Auto storage and rental
7. Bakery or bakery goods store. The maximum gross floor area of a building permitted for this use is six thousand four hundred (6,400) square feet. Incidental, non-nuisance-producing processing, packaging, or fabricating is permitted if conducted entirely within a building.
8. Bank automated teller facilities, outdoor
9. Bank automated teller facilities, indoor
10. Bank & savings & loan
11. Barber, beauty shop
12. Book & stationary store
13. Bus depot
14. Business college, trade school
15. Automated or coin-operated car wash
16. Church
17. Cleaning, laundry agency
18. Clinic
19. Communication facilities including communication tower, such tower not to exceed one hundred fifty (150) feet in height. No guy wires, outrigging, or other supporting structures may extend beyond the foundation of the tower.
20. Community center (public)
- 20.5 Condominium with 3 or fewer apartments
21. Confectionery stores
22. Convenience stores w/o dispensing gasoline
23. Convenience stores with dispensing gasoline
24. Convenience warehouse storage facilities
25. Day care center (child care center) or preschool
26. Delicatessen
27. Drive-thru photo facility
- 27.5 Dwelling unit--two (2) unit and multiple family within the confines of a building in which a business enterprise, retail sales or service business may be conducted.
28. Educational and charitable institutions
29. Educational and scientific research service
30. Florist
31. Food store, delicatessen
32. Furniture refinishing. The entire business must be conducted within a building.
33. Furniture/appliance store
34. Gift shop
35. Grocery store
36. Hardware store

37. Hospital
38. Hotel
39. Insurance agency/services
40. Jewelry store
41. Laboratory, medical, dental, optical
42. Laundromat, self-service
43. Library
44. Lodge or club
45. Marriage and family counseling
46. Mortuary
47. Motel
48. Municipal Uses
49. Nursery for children
50. Nursery for flowers/plants
51. Offices, professional and service
52. Parking lot, garage or facility
- 52.1 Permanent cosmetic facility
53. Pharmacy
54. Photographic studio
55. Printing & blueprinting
56. Professional membership organizations
57. Professional schools
58. Railroad station
59. Reducing/Suntanning
60. Restaurant, bar, tavern
61. Retail stores and services
62. Rooming/boarding house. Residential use is permitted above the ground floor and within the confines of a business building.
63. School
64. Service station-full service
65. Service station-mixed use
66. Service station -self service dispensing of gas only
67. Shoe store
- 67.1 Tattoo/body piercing establishment
68. Temporary medical housing
69. Theater, indoor
70. Tire shop, recapping
71. Tourist information booth
72. Upholstery Shops provided all work is completed inside the building.
73. Utility business offices
74. Warehousing facilities. Warehouse or storage facilities are permitted as the primary use on a lot or property only if a special permit is granted. A lot or property will not be eligible for consideration of the issuance of a special permit unless (1) the proposed facility will be located on a lot immediately adjoining (or directly across an alley from) a property with an allowed C-1 Zone use, (2) the proposed facility is necessary to and will be used as an accessory to the allowed use on the adjoining lot, and (3) both lots are under the same ownership.
75. Wholesale stores and distributors. The maximum gross floor area of a building permitted for this use is six thousand four hundred (6,400) square feet. Incidental, non-nuisance-producing processing, packaging, or fabricating is permitted if conducted entirely within a building.

Special Permit Uses.

1. Drive-thru (fast food) restaurant
2. Equipment rental and sales yard
3. Temporary building or contractor's storage and construction yard, incidental to the construction of a residential development or a real estate sales office to be used in marketing lots in a new subdivision, may be permitted if such a building or structure complies with all height and area requirements for the zone in which it is located.

- 4. Temporary building may be permitted if such building complies with all height and area requirements, and the use complies, except for the fact that the building is a temporary one.

Performance Standards.

1. Area & bulk regulations.

Use	Minimum Lot Size	Minimum Lot Width	Maximum Coverage	Maximum # Dwelling Units	Front	Rear	Setbacks			Area	Floor Maximum Height
	(sq.ft.)	(ft.)	(%)		(ft.)	(ft.)	Interior	Side	Side Street	(sq.ft.)	(ft.)
Garage	none	none	-		C	A	B	-		PRTFA	70
							5		12.5		

Minimum Lot Area / Dwelling Unit - no requirement.
PRTFA = Parking Ratio to Floor Area

- A. No minimum rear yard setback is required except for a lot abutting the side of a lot in either an R or OP Zone, in which case the minimum rear yard setback is fifteen (15) feet. If a public alley separates such lots, no rear yard is required.
- B. No minimum interior side yard setback is required except for a lot in a C or M Zone whose side abuts the side of a lot in either an R or OP Zone, in which latter case the minimum interior side yard setback is five (5)feet. If a public alley separates such lots, no side yard is required.
- C. The required minimum R Zone setback applies if the frontage between two (2) streets separates an R Zone and a C Zone. If all frontage between two (2) streets is in a C Zone no front setback is required.

2. Accessory building/garage; detached

- A. A detached accessory building must be located at least ten (10) feet from the main building.
- B. On an existing reversed corner lot, a detached accessory building or garage may project into the side yard nearest the rear lot line if it does not extend beyond the front yard setback of the main structure, and if entrance to the garage is from the side street the garage must be set back from the side street property line a distance of not less than twenty (20) feet.

3. Accessory building, attached.

- A. A building which if detached from the main building would constitute an accessory building may be connected to the main building by a breezeway or similar structure, and in such event shall meet all requirements for the main building.”

Section 3. §25-3-14. C-2 Neighborhood and Retail Commercial of the Scottsbluff Municipal Code is amended to read as follows:

“25-3-14. C-2 Neighborhood and Retail Commercial.
Intent: The intent of a C-2 Neighborhood and Retail Commercial Zone is to provide a zone consisting of retail stores and service establishments

Principle Permitted Uses.

- 1. Accounting, auditing, bookkeeping services
- 2. Ambulance service
- 3. Amusement centers, indoor only
- 4. Animal clinic, indoor only
- 5. Arts & crafts studio
- 6. Automated or coin-operated car wash
- 7. Bakery or bakery goods store
- 8. Bank automated teller facilities, outdoor

9. Bank automated teller facilities, indoor
10. Bank & savings & loan
11. Barber, beauty shop
12. Book & stationary store
13. Church
14. Cleaning, laundry agency
15. Clinic
16. Communication facilities including communication tower, such tower not to exceed one hundred fifty (150) feet in height. No guy wires, outrigging, or other supporting structures may extend beyond the foundation of the tower.
17. Community center (public)
18. Confectionery stores
19. Convenience stores with dispensing gasoline
20. Convenience stores w/o dispensing gasoline
21. Convenience warehouse storage facilities
22. Dance, music or voice studio
23. Day care center (child care center) or preschool
24. Delicatessen
25. Domestic violence shelter
26. Drive-through (fast food) restaurant
27. Educational and charitable institutions
28. Educational and scientific research service
29. Equipment rental and sales yard
30. Florist
31. Food store, delicatessen
32. Furniture refinishing. The entire business must be conducted within a building.
33. Furniture/appliance store
34. Gift shop
35. Gymnasium, private
36. Grocery store
37. Hardware store
38. Hospital
39. Hotels/motels
40. Insurance agency/services
41. Jewelry store
42. Laboratory, medical, dental, optical
43. Laundromat, self-service
44. Library
45. Lodge or club
46. Marriage and family counseling
47. Municipal Uses
48. Nursery for children
49. Offices, professional and service
- 49.1 Permanent cosmetic facility
50. Pharmacy
51. Photographic studio
52. Printing & blueprinting
53. Professional membership organizations
54. Professional schools
55. Reducing/Suntanning
56. Restaurant, bar, tavern
57. Retail stores and services
58. Rooming/boarding house. Residential use is permitted above the ground floor and within the ground floor if to the back or side of a business building.
59. School
60. Service station-full service
61. Service station-mixed use
62. Shoe store
- 62.1 Tattoo/body piercing establishment
63. Temporary medical housing

- 64 . Theater, indoor
- 65 . Tourist information booth
- 66 . Upholstery Shop provided all work is completed within the building.
- 67 . Utility business offices
Warehousing, wholesaling

Special Permit Uses.

- 1. Auto sales and service
- 2. Billboards
- 3. Emergency shelter
- 4. Hardware stores selling lumber
- 5. Multi-family dwellings. Residential use is permitted above the ground floor and within the ground floor to the back or side of a business building.
- 6. Single family dwelling. Residential use is permitted above the ground floor and within the ground floor to the back or side of a business building.
- 7. Temporary building or contractor's storage and construction yard, incidental to the construction of a residential development or a real estate sales office to be used in marketing lots in a new subdivision, may be permitted if such a building or structure complies with all height and area requirements for the zone in which it is located.
- 8. Temporary building may be permitted if such building complies with all height and area requirements, and the use complies, except for the fact that the building is a temporary one.
- 9. Two family dwelling. Residential use is permitted above the ground floor and within the ground floor to the back or side of a business building.
- 10. Any hotels or apartments higher than the maximum 45' will require a special permit approved by the Planning Commission.

Performance Standards.

1. Area & bulk regulations.

Use	Minimum Lot Size (sq.ft.)	Minimum Lot Width (ft.)	Maximum Coverage (%)	Maximum # Dwelling Units	Front (ft.)	Rear (ft.)	Setbacks			Area (sq.ft.)	Floor Height (ft.)	Maximum
	None	-	-	C or 25	A	B	Interior	Side	Side Street	PRTFA	35'	
Garage							12.5					
Minimum Lot Area / Dwelling Unit - 2,800 sq.ft.											45'	
Hotels and Apartments-Except with Special Permit Use												
PRTFA = Parking Ratio to Floor Area												

A. No minimum rear yard setback is required except for a lot abutting the side of a lot in either an R or OP Zone, in which case the minimum rear yard setback is fifteen (15) feet. If a public alley separates such lots, no rear yard is required.

B. No minimum interior side yard setback is required except for a lot whose side abuts the side of a lot in either an R or OP Zone, in which latter case the minimum interior side yard setback is five (5) feet. If a public alley separates such lots, no side yard is required.

C. The required minimum R Zone setback applies if the frontage between two (2) streets separates an R Zone and either a C Zone. If all frontage between two (2) streets is in a C Zone no front setback is required.

2. Accessory building/garage; detached

A. A detached accessory building must be located at least ten (10) feet from the main building.

B. On an existing reversed corner lot, a detached accessory building or garage may project into the side yard nearest the rear lot line if it does not extend beyond the front yard setback of the main structure, and if entrance to the garage is from the side street the garage must be set back from the side street property line a distance of not less than twenty (20) feet.

3. Accessory building, attached.

A. A building which if detached from the main building would constitute an accessory building may be connected to the main building by a breezeway or similar structure, and in such event shall meet all requirements for the main building.”

Section 4. §25-3-15. C-3 Heavy Commercial use of the Scottsbluff Municipal Code is amended to read as follows:

“25-3-15. C-3 Heavy Commercial.

Intent: The intent of a C-3 Heavy Commercial Zone is a zone designed primarily for warehousing, distribution centers, and minimum light manufacturing and processing.

Principle Permitted Uses.

1. Accounting, auditing, bookkeeping services
2. Ambulance service
3. Amusement centers, indoor only
4. Animal clinic, indoor only
5. Animal clinic, indoor/outdoor
6. Arts & crafts studio
7. Auction house
8. Auto sales & service
9. Auto storage and rentals. All processing, packaging or fabricating to be conducted wholly inside a building. Nuisance-producing processing, packaging or fabricating not permitted.
10. Automated or coin-operated car wash
11. Bakery or bakery goods store
12. Bank automated teller facilities, outdoor
13. Bank automated teller facilities, indoor
14. Bank & savings & loan
15. Barber, beauty shop
16. Beverage bottling plant
17. Billboard. Billboards may not be placed everywhere in this zone. See special provisions dealing with billboards in Chapter 25, Article 6
18. Boat building (small)
19. Book & stationary store
20. Bus depot
21. Business college, trade school
22. Cabinet shop. The entire business must be conducted within a building.
23. Campground
24. Church
25. Cleaning plant, commercial. The maximum gross floor area of a building permitted for this use is six thousand four hundred (6,400) square feet. Incidental, non-nuisance-producing processing, packaging, or fabricating is permitted if conducted entirely within a building.
26. Cleaning, laundry agency
27. Clinic
28. Communication facilities including communication tower, such tower not to exceed one hundred fifty (150) feet in height. No guy wires, outrigging, or other supporting structures may extend beyond the foundation of the tower.
29. Community center (public)
30. Confectionery stores
31. Construction storage yard. Yard must be enclosed in Class Three (3) fence.
32. Convenience warehouse storage facility
33. Convenience stores w/o dispensing gasoline
34. Convenience stores with dispensing gasoline
35. Dairy product processing
36. Dance, music or voice studio
37. Day care center (child care center) or preschool
38. Delicatessen
39. Drive-through photo facility
40. Drive-through (fast food) restaurant

41. Educational and scientific research service
42. Equipment rental and sales yard
43. Florist
44. Food store, delicatessen
45. Furniture refinishing. The entire business must be conducted within a building.
46. Furniture/appliance store
47. Gift shop
48. Gymnasium, private
49. Grocery store
50. Hardware store
51. Hospital
52. Insurance agency/services
53. Jewelry store
54. Laboratory, medical, dental, optical
55. Laundry, commercial plant. The maximum gross floor area of a building permitted for this use is six thousand four hundred (6,400) square feet. Incidental, non-nuisance-producing processing, packaging, or fabricating is permitted if conducted entirely within a building.
56. Laundromat, self-service
57. Library
58. Lodge or club
59. Lumber yard
60. Machine shop
61. Marriage and family counseling
62. Metal finishing. Retail and wholesale metal finishing permitted, providing (1) the metal finishing equipment shall be used, and all parts to be or which have been processed, together with all materials and supplies, shall be stored, wholly within a building, and (2) in addition, if metal plating is done, not more than three (3) persons may function in the metal plating line, the metal plating line shall not use a floor area in excess of one thousand five hundred (1,500) square feet, and only a self-contained processing system shall be used. A metal plating line constitutes a metal plating process commencing with racking of a part to be plated and ending with unranking of such part.
63. Monument works, stone
64. Mortuary
65. Motel
66. Municipal Uses
67. Nursery for children
68. Nursery for flowers/plants
69. Offices, professional and service
70. Parking lot, garage or facility
- 70.1 Permanent cosmetic facility
71. Pharmacy
72. Photographic studio
73. Printing & blueprinting
74. Professional membership organizations
75. Professional schools
76. Public garage
77. Railroad station
78. Recreational vehicle sales lot
79. Recreational vehicle storage lot, outside
80. Reducing/Suntanning
81. Restaurant, bar, tavern
82. Retail stores and services
83. Sandblasting. All commercial sandblasting of moveable objects to be conducted wholly inside a building.
84. Service station-full service
85. Service station-mixed use
86. Service station -self service dispensing of gas only
87. Shoe store

88. Shop for building contractor. The entire business must be conducted within a building.
89. Sign shop
90. Tack shop
91. Tattoo/body piercing establishment.
92. Temporary medical housing
93. Terminal yard, trucking
94. Theater, indoor
95. Theater, drive-in
96. Tire shop, recapping. The entire business must be conducted within a building.
97. Tourist information booth
98. Tractor/trailer parking lot
99. Trailer parks
100. Travel Trailers
101. Travel trailer, mobile home, manufactured housing sales lot
102. Truck and tractor repair
103. Upholstery Shop provided all work is completed inside the building.
104. Used car lot
105. Utility business offices
106. Warehousing/wholesaling facilities

Special Permit Uses.

1. Emergency shelter
2. Implement dealers
3. Mobile home sales
4. Petroleum storage
5. Processing, packaging or fabricating
6. Public scale
7. Recycling center
8. Residential use is permitted only within the confines of a building in which a permitted use is conducted. Preliminary and final site plans must be submitted to the Planning Commission for review and approval.
9. Rooming/boarding houses
10. Temporary building or contractor's storage and construction yard, incidental to the construction of a residential development or a real estate sales office to be used in marketing lots in a new subdivision, may be permitted if such a building or structure complies with all height and area requirements for the zone.
11. Temporary building may be permitted if such building complies with all height and area requirements, and the use complies, except for the fact that the building is a temporary one.
12. Temporary storage of grain, for not to exceed sixty (60) consecutive days (and a permit for which may be renewed for not to exceed sixty (60) consecutive days), outside a building or structure subject the following additional conditions, to be set forth in the permit:
 - a. the grain shall be placed on a concrete floor or some other type of water-proof material that, as determined by the Development Services Director, is equal to a concrete floor,
 - b. no part of the grain shall be placed, or caused or permitted to be closer to any property line than any building setback line that has been platted or is required in the zone to which the tract of land is subject,
 - c. the permit shall be subject to revocation by the Commission. if the Commission, subsequent to granting the permit, shall determine that the grain, or conditions incidental thereto, or the manner in which the grain is being handled constitutes a public nuisance; and, upon such a determination, the holder of the permit shall promptly comply with any order of the Commission concerning removal or other disposition of the grain.
 - d. Provided, no permit for such a use shall be issued and delivered until the permittee shall have executed and delivered to the Development Services Director a written agreement which, as determined by the Director, indemnifies and holds harmless the City, its officers and employees and members of the Planning

Commission, against any and all claims of liability for injuries or damages to persons or property caused, in whole or in part, by the presence of the grain: by conditions occurring, in whole or in part, because of presence of the grain or the manner in which the grain is delivered, piled, moved, removed, or otherwise handled; and by any acts of commission or omission on the part of any persons, whether or not the permittee or third persons for whose acts or omissions liability otherwise might or might not be imputable to the permittee. The terms “warehousing” and “wholesaling” shall not be construed to apply to the storage of grain outside a building or structure.

13. Two family dwelling

Performance Standards.

1. Area & bulk regulations.

Use	Minimum Lot Size (sq.ft.)	Minimum Lot Width (ft.)	Maximum Coverage (%)	Maximum # Dwelling Units	Front (ft.)	Rear (ft.)	Setbacks			Area (sq.ft.)	Floor Height (ft.)	Maximum
	none	-	-		C	A	Interior (ft.)	Side (ft.)	Side Street (ft.)	PRTFA	35	
Garage							B	12.5			12.5	

Minimum Lot Area / Dwelling Unit - No Requirement
PRTFA = Parking Ratio to Floor Area

- A. No minimum rear yard setback is required except for a lot abutting the side of a lot in either an R or OP Zone, in which case the minimum rear yard setback is fifteen (15) feet. If a public alley separates such lots, no rear yard is required.
- B. No minimum interior side yard setback is required except for a lot whose side abuts the side of a lot in either an R or OP Zone, in which latter case the minimum interior side yard setback is five (5) feet. If a public alley separates such lots, no side yard is required.
- C. The required minimum R Zone setback applies if the frontage between two (2) streets separates an R Zone and a C Zone. If all frontage between two (2) streets is in a C Zone, no front setback is required.
2. Accessory building/garage; detached
- A. A detached accessory building must be located at least ten (10) feet from the main building.
- B. On an existing reversed corner lot, a detached accessory building or garage may project into the side yard nearest the rear lot line if it does not extend beyond the front yard setback of the main structure, and if entrance to the garage is from the side street the garage must be set back from the side street property line a distance of not less than twenty (20) feet.
3. Accessory building, attached.
- A. A building which if detached from the main building would constitute an accessory building may be connected to the main building by a breezeway or similar structure, and in such event shall meet all requirements for the main building.”

Section 5. §25-3-16. M-1 Light Manufacturing and industrial of the Scottsbluff Municipal Code is amended to read as follows:

“25-3-16. M-1 Light Manufacturing and Industrial.

Intent: The intent of an M-1 Light Manufacturing and Industrial Zone is a zone permitting most fabricating activities except heavy manufacturing and processing of raw materials.

Principle Permitted Uses.

1. Accounting, auditing, bookkeeping services
2. Ambulance service
3. Amusement centers, indoor only
4. Animal clinic, indoor only
5. Animal clinic, indoor/outdoor
6. Arts & crafts studio
7. Auction house
8. Auto sales & service
9. Auto storage and rental
10. Automated or coin-operated car wash

11. Bakery or bakery goods store
12. Bank automated teller facilities, outdoor
13. Bank automated teller facilities, indoor
14. Bank & savings & loan
15. Barber, beauty shop
16. Beverage bottling plant
17. Billboard. Billboards may not be placed everywhere in this zone. See special provisions dealing with billboards in Chapter 25, Article 6
18. Boat building (small)
19. Book & stationary store
20. Bus depot
21. Business college, trade school
22. Cabinet shop
23. Church
24. Cleaning plant, commercial
25. Cleaning, laundry agency
26. Clinic
27. Communication facilities including communication tower, such tower not to exceed one hundred fifty (150) feet in height. No guy wires, outrigging, or other supporting structures may extend beyond the foundation of the tower.
28. Community center (public)
29. Concrete batch plant
30. Construction storage yard
31. Confectionery stores
32. Convenience stores w/o dispensing gasoline
33. Convenience stores with dispensing gasoline
34. Convenience warehouse storage facilities.
35. Dairy product processing
36. Dance, music or voice studio
37. Day care center (child care center) or preschool
38. Delicatessen
39. Drive-through photo facility
40. Drive-through (fast food) restaurant
41. Educational and scientific research service
42. Equipment rental and sales yard
43. Feed mill
44. Florist
45. Food processing plant, other than meat
46. Food store, delicatessen
47. Fuel yard
48. Furniture refinishing
49. Furniture/appliance store
50. Gift shop
51. Gymnasium, private
52. Grocery store
53. Hardware store
54. Hospital
55. Hotel
56. Ice manufacture cold storage plant
57. Insurance agency/services
58. Jewelry store
59. Laboratory, medical, dental, optical
60. Laundry, commercial plant
61. Laundromat, self-service
62. Library
63. Lodge or club
64. Lumber yard
65. Machine shop
66. Marriage and family counseling

- 67. Metal finishing
- 68. Monument works, stone
- 69. Mortuary
- 70. Motel
- 71. Municipal Uses
- 72. Nursery for children
- 73. Nursery for flowers/plants
- 74. Offices, professional and service
- 75. Parking lot, garage or facility
- 75.1 Permanent cosmetic facility
- 76. Pharmacy
- 77. Photographic studio
- 78. Planning mill
- 79. Printing & blueprinting
- 80. Processing, packaging or fabricating. All processing, packaging or fabricating to be conducted wholly inside a building. Nuisance-producing processing, packaging or fabricating not permitted.
- 81. Professional membership organizations
- 82. Professional schools
- 83. Public garage
- 84. Public scale
- 85. Railroad station
- 86. Recreational vehicle sales lot
- 87. Recreational vehicle storage lot, outside
- 88. Recycling center
- 89. Reducing/Suntanning
- 90. Restaurant, bar, tavern
- 91. Retail stores and services
- 92. Sandblasting
- 93. Service station-full service
- 94. Service station-mixed use
- 95. Service station -self service dispensing of gas only
- 96. Shoe store
- 97. Shop for building contractor
- 98. Sign shop
- 99. Single family dwellings for living quarters for watchman of commercial or industrial use property, or for hotels and motels, are the only permitted residential uses in this zone.
- 99.1 Tattoo/body piercing establishment
- 100. Temporary medical housing
- 101. Terminal yard, trucking
- 102. Theater, indoor
- 103. Theater, drive-in
- 104. Tire shop, recapping
- 105. Tourist information booth
- 106. Tractor/trailer parking lot
- 107. Travel trailer, mobile home, manufactured housing sales lot
- 108. Truck and tractor repair
- 109. Used car lot
- 110. Utility business offices
- 111. Warehousing/wholesaling facilities
- 112. Wholesale stores and distributors

Special Permit Uses.

- 1. Fertilizer mixing and storage plant
- 2. Junk yard
- 3. Petroleum storage
- 4. Scrap metal processing facility
- 5. Solid waste transfer station

6. Temporary building or contractor's storage and construction yard, incidental to the construction of a residential development or a real estate sales office to be used in marketing lots in a new subdivision, may be permitted if such a building or structure complies with all height and area requirements.
7. Temporary building may be permitted if such building complies with all height and area requirements, and the use complies, except for the fact that the building is a temporary one, with all use requirements for the Zone.
8. Temporary storage of grain, for not to exceed sixty (60) consecutive days (and a permit for which may be renewed for not to exceed sixty (60) consecutive days), outside a building or structure subject the following additional conditions, to be set forth in the permit:
- a. the grain shall be placed on a concrete floor or some other type of water-proof material that, as determined by the Development Services Director, is equal to a concrete floor,
 - b. no part of the grain shall be placed, or caused or permitted to be closer to any property line than any building setback line that has been platted or is required in the zone to which the tract of land is subject,
 - c. the permit shall be subject to revocation by the Commission. if the Commission, subsequent to granting the permit, shall determine that the grain, or conditions incidental thereto, or the manner in which the grain is being handled constitutes a public nuisance; and, upon such a determination, the holder of the permit shall promptly comply with any order of the Commission concerning removal or other disposition of the grain.
 - d. Provided, no permit for such a use shall be issued and delivered until the permittee shall have executed and delivered to the Development Services Director a written agreement which, as determined by the Director, indemnifies and holds harmless the City, its officers and employees and members of the Planning Commission, against any and all claims of liability for injuries or damages to persons or property caused, in whole or in part, by the presence of the grain: by conditions occurring, in whole or in part, because of presence of the grain or the manner in which the grain is delivered, piled, moved, removed, or otherwise handled; and by any acts of commission or omission on the part of any persons, whether or not the permittee or third persons for whose acts or omissions liability otherwise might or might not be imputable to the permittee. The terms “warehousing” and “wholesaling” shall not be construed to apply to the storage of grain outside a building or structure.

Performance Standards.

1. Area & bulk regulations.

Use	Minimum Lot Size (sq.ft.)	Minimum Lot Width (ft.)	Maximum Coverage (%)	Maximum # Dwelling Units	Front (ft.)	Rear (ft.)	Setbacks Interior Side Side Street (ft.) (ft.) (ft.)			Area (sq.ft.)	Floor Height (ft.)	Maximum
Garage	none	-	-	-	Cor20	A	B	-	12.5	-	70	

Minimum Lot Area / Dwelling Unit - DU not allowed

- A. No minimum rear yard setback is required except for a lot abutting the side of a lot in either an R or OP Zone, in which case the minimum rear yard setback is fifteen (15) feet. If a public alley separates such lots, no rear yard is required.
- B. No minimum interior side yard setback is required except for a lot whose side abuts the side of a lot in either an R or OP Zone, in which latter case the minimum interior side yard setback is five (5) feet. If a public alley separates such lots, no side yard is required.
- C. The required minimum R Zone setback applies if the frontage between two (2) streets separates an R Zone and either a C Zone, M Zone or OP Zone. If all frontage between two (2) streets is in either a C or M Zone, no front setback is required.
2. Accessory building/garage; detached
- A. A detached accessory building must be located at least ten (10) feet from the main building.
- B. On an existing reversed corner lot, a detached accessory building or garage may project into the side yard nearest the rear lot line if it does not extend beyond the front yard setback of the main structure, and if entrance to the garage is from the side street the garage must be set back from the side street property line a distance of not less than twenty (20) feet.
3. Accessory building, attached.

A. A building which if detached from the main building would constitute an accessory building may be connected to the main building by a breezeway or similar structure, and in such event shall meet all requirements for the main building.”

Section 6. §25-3-18. M-2 Heavy manufacturing and industrial of the Scottsbluff Municipal Code is amended to read as follows:

“25-3-18. M-2 Heavy Manufacturing and Industrial.

Intent: The intent of an M-2 Heavy Manufacturing and Industrial Zone is a zone permitting the manufacture and processing of goods from raw materials.

Principle Permitted Uses.

1. Accounting, auditing, bookkeeping services
2. Ambulance service
3. Amusement centers, indoor only
4. Animal clinic, indoor only
5. Animal clinic, indoor/outdoor
6. Arts & crafts studio
7. Auction house
8. Auto sales & service
9. Auto storage and rental
10. Automated or coin-operated car wash
11. Bakery or bakery goods store
12. Bank automated teller facilities, outdoor
13. Bank automated teller facilities, indoor
14. Bank & savings & loan
15. Barber, beauty shop
16. Beverage bottling plant
17. Billboard. Billboards may not be placed everywhere in this zone. See special provisions dealing with billboards in Chapter 25, Article 6
18. Boat building (small)
19. Book & stationary store
20. Bus depot
21. Business college, trade school
22. Cabinet shop
23. Church
24. Cleaning plant, commercial
25. Cleaning, laundry agency
26. Clinic
27. Communication facilities including communication tower, such tower not to exceed one hundred fifty (150) feet in height. No guy wires, outrigging, or other supporting structures may extend beyond the foundation of the tower.
28. Community center (public)
29. Concrete batch plant
30. Confectionery stores
31. Construction storage yard
32. Convenience stores w/o dispensing gasoline
33. Convenience stores with dispensing gasoline
34. Convenience warehouse storage facilities.
35. Dairy product processing
36. Dance, music or voice studio
37. Day care center (child care center) or preschool
38. Delicatessen
39. Drive-through photo facility
40. Drive-through (fast food) restaurant
41. Educational and scientific research service
42. Equipment rental and sales yard
43. Feed mill
44. Florist
45. Food processing plant, other than meat
46. Food store, delicatessen

47. Fuel yard
48. Furniture refinishing
49. Furniture/appliance store
50. Gift shop
51. Gymnasium, private
52. Grocery store
53. Hardware store
54. Hospital
55. Hotel
56. Ice manufacture cold storage plant
57. Insurance agency/services
58. Jewelry store
59. Laboratory, medical, dental, optical
60. Laundry, commercial plant
61. Laundromat, self-service
62. Library
63. Lumber yard
64. Machine shop
65. Marriage and family counseling
66. Meat packing
67. Metal finishing
68. Monument works, stone
69. Mortuary
70. Motel
71. Municipal Uses
72. Nursery for children
73. Nursery for flowers/plants
74. Offices, professional and service
75. Parking lot, garage or facility
- 75.1 Permanent cosmetic facility
76. Petroleum storage
77. Pharmacy
78. Photographic studio
79. Planning mill
80. Printing & blueprinting
81. Processing, packaging or fabricating
82. Professional membership organizations
83. Professional schools
84. Public garage.
85. Public scale
86. Railroad station
87. Railroad yard or shops
88. Recreational vehicle sales lot
89. Recreational vehicle storage lot, outside
90. Recycling center
91. Reducing/Suntanning
92. Restaurant, bar, tavern
93. Retail stores and services
94. Sandblasting
95. School
96. Service station-full service
97. Service station-mixed use
98. Service station -self service dispensing of gas only
99. Shoe store
100. Shop for building contractor
101. Sign shop
102. Single family dwellings for living quarters for watchman of commercial or industrial use property, or for hotels and motels, are the only permitted residential uses in this zone.
- 102.01 Tattoo/body piercing establishment

103. Temporary medical housing
104. Terminal yard, trucking
105. Theater, indoor
106. Theater, drive-in
107. Tire shop, recapping
108. Tourist information booth
109. Tractor/trailer parking lot
110. Travel trailer, mobile home, manufactured housing sales lot
111. Truck and tractor repair
112. Used car lot
113. Utility business offices
114. Warehousing/wholesaling facilities
115. Wholesale stores and distributors

Special Permit Uses.

1. Asphalt Batch Plant
2. Fertilizer mixing and storage plant
3. Junk yard
4. Kennel, dog
5. Livestock auction or holding pens
6. Rendering plants
7. Scrap metal processing facility
8. Second dwelling for relatives, employees
9. Solid waste transfer station
10. Tanning, curing, storage of skins or hides
11. Temporary building or contractor's storage and construction yard, incidental to the construction of a residential development or a real estate sales office to be used in marketing lots in a new subdivision, may be permitted if such a building or structure complies with all height and area requirements for the zone.
12. Temporary building may be permitted if such building complies with all height and area requirements, and the use complies, except for the fact that the building is a temporary one, with all use requirements for the Zone.
13. Temporary storage of grain, for not to exceed sixty (60) consecutive days (and a permit for which may be renewed for not to exceed sixty (60) consecutive days), outside a building or structure subject the following additional conditions, to be set forth in the permit:
 - a. the grain shall be placed on a concrete floor or some other type of water-proof material that, as determined by the Development Services Director, is equal to a concrete floor,
 - b. no part of the grain shall be placed, or caused or permitted to be closer to any property line than any building setback line that has been platted or is required in the zone to which the tract of land is subject,
 - c. the permit shall be subject to revocation by the Commission. if the Commission, subsequent to granting the permit, shall determine that the grain, or conditions incidental thereto, or the manner in which the grain is being handled constitutes a public nuisance; and, upon such a determination, the holder of the permit shall promptly comply with any order of the Commission concerning removal or other disposition of the grain.
 - d. Provided, no permit for such a use shall be issued and delivered until the permittee shall have executed and delivered to the Development Services Director a written agreement which, as determined by the Director, indemnifies and holds harmless the City, its officers and employees and members of the Planning Commission, against any and all claims of liability for injuries or damages to persons or property caused, in whole or in part, by the presence of the grain: by conditions occurring, in whole or in part, because of presence of the grain or the manner in which the grain is delivered, piled, moved, removed, or otherwise handled; and by any acts of commission or omission on the part of any persons, whether or not the permittee or third persons for whose acts or omissions liability otherwise might or might not be imputable to the permittee. The terms "warehousing" and "wholesaling" shall not be construed to apply to the storage of grain outside a building or structure.

Performance Standards.

1. Area & bulk regulations.

Use	Minimum Lot Size (sq.ft.)	Minimum Lot Width (ft.)	Maximum Coverage (%)	Maximum # Dwelling Units	Front (ft.)	Rear (ft.)	Setbacks Interior (ft.)	Side (ft.)	Side Street (ft.)	Area (sq.ft.)	Floor Height (ft.)	Maximum
Garage	none	-	-	none	20	A	B	-	-	-	75	
								12.5				

Minimum Lot Area / Dwelling Unit - DU not allowed

A. No minimum rear yard setback is required except for a lot abutting the side of a lot in either an R or OP Zone, in which case the minimum rear yard setback is fifteen (15) feet. If a public alley separates such lots, no rear yard is required.

B. No minimum interior side yard setback is required except for a lot whose side abuts the side of a lot in either an R or OP Zone, in which latter case the minimum interior side yard setback is five (5) feet. If a public alley separates such lots, no side yard is required.

2. Accessory building/garage; detached

A. A detached accessory building must be located at least ten (10) feet from the main building.

B. On an existing reversed corner lot, a detached accessory building or garage may project into the side yard nearest the rear lot line if it does not extend beyond the front yard setback of the main structure, and if entrance to the garage is from the side street the garage must be set back from the side street property line a distance of not less than twenty (20) feet.

3. Accessory building, attached.

A. A building which if detached from the main building would constitute an accessory building may be connected to the main building by a breezeway or similar structure, and in such event shall meet all requirements for the main building.(Ord. 3951, 2007; Ord. 3985, 2009)

Section 7. Previously existing Sections 25, Article 2 and Chapter 25, Article 3 and all other Ordinances and parts of Ordinances in conflict herewith are repealed. Provided, however, 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 8. This Ordinance shall become effective upon its passage, approval as provided by law, and publication shall be in pamphlet form.

PASSED AND APPROVED on _____, 2016.

Mayor

ATTEST:

City Clerk (Seal)

ORDINANCE NO. _____

AN ORDINANCE FOR THE CITY OF SCOTTSBLUFF, NEBRASKA, AMENDING CHAPTER 25, ARTICLE 2, INCLUDING DEFINITIONS RELATING TO TATTOO ~~PARLORS AND ESTABLISHMENTS~~, BODY PIERCING, ~~BRANDING AND PERMANENT COLOR TECHNOLOGY~~ ALSO AMENDING CHAPTER 25, ARTICLE 3, AMENDING VARIOUS ZONING ~~JURISDICTIONS~~ DISTRICTS IN WHICH A TATTOO/BODY PIERCING ESTABLISHMENT OR PERMANENT COSMETIC FACILITIES WILL BE ALLOWED AS A PERMITTED USE, REPEALING ALL PRIOR ORDINANCES AND 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 2 of the Scottsbluff Municipal Code is amended by repealing the existing language and addition additional definitions with he following language:

“25-2-1. Words; usage.

The following words are used in this Chapter in the following manner:

- (1) “shall” and “must” mean that a person, organization, board, or association has a mandatory duty to act in the manner stated; such words are not used to declare a legal result,
- (2) “shall not,” “may not” and “must not” mean that a person, organization, board, or association has a mandatory duty to refrain from acting in the manner stated, and
- (3) “may” means that a person, organization, board, or association may, but is not required, to act in the manner stated.

25-2-2. Accessory building.

A building detached from the main building which is located on the lot or tract of land and whose use is subordinate to, and appropriate and customarily incidental to the use of the main building.

25-2-3. Adult book store.

The term “adult book store” means any establishment in which the preponderance of the material offered for sale, rent, or display is characterized by an emphasis on matter depicting, describing, or relating to specified sexual activities or specified anatomical areas, as those terms are defined in this Chapter.

25-2-4. Alley.

A public way, usually situated at the rear of a lot, which serves as a secondary means of access to the abutting lot.

25-2-5. All weather surfacing.

A surface consisting of four (4) inches of stabilized base overlaid with at least two (2) inches of gravel, concrete, or asphaltic surfacing.

25-2-6. Apartment.

For purposes of a condominium property development, an enclosed space consisting of one or more rooms occupying all or part of a floor in a building of one or more floors or stories regardless of whether it be designed for residence, for office, for the operation of any industry or business, or for any other type of independent use, provided it has a direct exit to a thoroughfare or to a given common space leading to a thoroughfare.

25-2-7. Arterial street.

A through street designed to carry the accumulated traffic of other streets feeding into it through the City.

25-2-8. Automobile service station.

A business place, located on premises that abut on a street or highway, which supplies motorists with gasoline, oil, tires and automobile accessories and services at retail direct to the motorist, including the making of minor repairs but excluding making such major repairs as:

- (1) spray painting,

- (2) axle, body, clutch, differential, fender, frame, spring and transmission repairs,
- (3) major engine overhaul requiring removal of the cylinder head or crankcase pan,
- (4) radiator repair requiring its removal, or
- (5) complete recapping or retreading of tires. The terms "filling station" and "service station" are included in this definition.

25-2-9. Automobile wrecking yard.

An area outside a building:

- (1) where motor vehicles are disassembled, dismantled, wrecked or junked,
- (2) where motor vehicles not in operating condition are stored, or
- (3) where used parts for motor vehicles are stored.

25-2-10. Basement.

That part of a building, wholly or partly below grade level, in which the greater part of the distance between its floor and ceiling is below grade level. A basement is not counted as a story in computing the number of stories a building has.

25-2-11. Billboard.

A billboard is an advertising sign which directs the attention of the public to a business/activity conducted, or product sold or offered for sale at a location not on the same premises where such sign is located.

25-2-12. Block.

An area enclosed by streets. When used as a term of measurement, it means:

- (1) the distance measured along the centerline of a street between two intersecting streets, or
- (2) if a dead-end street, the distance measured between the nearest intersecting street and the lot line abutting the dead end.

25-2-13. Boarding, rooming, or lodging house.

A building other than a hotel where either lodging or meals or both, for five (5) or more persons are provided for compensation.

25-2-13.1. Body piercing.

Body piercing is defined as means puncturing or penetration of the skin of a person using pre-sterilized single-use needles and the insertion of a pre-sterilized by aid of needles or other instruments designed or used to puncture the skin for the purpose of inserting removable jewelry or other adornment thereto in the opening. Puncturing the lobe of the ear using a pre-sterilized single-use stud and clasp ear piercing system shall not be included in this definition objects through the human body, except that body piercing does not include puncturing the external part of the human ear lobe.

25-2-13.2. Branding.

Branding means a permanent mark made on human tissue by burning with a hot iron or other instrument.

25-2-14. Building.

Any structure which has a roof supported by columns or walls, whether above or below ground level.

25-2-15. Building coverage.

The percentage of the area of a lot or other tract of land which is covered by the maximum horizontal cross-section of a building or buildings located on it. Structures, including shelters for nuclear fallout, of which no part is above the grade of the lot, are not included in building coverage.

25-2-16. Building line.

A line parallel, or nearly parallel, to either the street line or the lot line not abutting the street and at a specified distance from the street or lot line which marks the minimum distance from either line that a building may be erected. For buildings erected prior to June 10, 1974, the building line means the exterior wall or omitted wall line closest to the street or other lot line.

25-2-17. Building height of.

The distance measured vertically at the front of the building from the mean grade to the highest peak

of the roof.

25-2-18. Camper.
(See “travel trailer.”)

25-2-19. Carport.

A structure or a part of a structure, other than a garage, used to shelter motor vehicles.

25-2-20. Child care center or preschool.

The term “child care center or preschool” means a place where care is provided:

a. To four or more children under the age of 13 at any one time from families other than the provider's own;

b. For on the average of less than 12 hours per day;

c. For compensation, either indirect or direct;

d. On a regular basis;

e. By a person other than their parents/guardians;

f. In full compliance with all of the applicable laws and regulations of the State of Nebraska pertaining to day care, whether such laws and regulations exist at the time of the passage of this ordinance or are hereafter adopted.

25-2-21. Clinic.

A place where care, diagnosis, and treatment of sick, infirm, or injured persons or those needing medical or surgical attention is provided, but where board, room, or overnight lodging is not provided.

25-2-22. Club or lodge, private.

A building and facilities owned or operated by a corporation, association, person or persons for a social, educational, or recreational purpose, but not primarily for profit nor to render a service customarily carried on as a business.

25-2-23. Cluster housing development.

A housing development comprising a group of tracts of real estate the areas of which are not required to comply individually within minimum lot area requirements, and which, for the purpose of compliance with minimum area requirements, may include the areas of common areas. Residential structures in such a development may have common walls, but the term does not include multi-story apartment type developments.

25-2-24. Common areas.

An entire planned unit development except all spaces therein granted or reserved to separate ownership.

25-2-25. Condominium.

An estate in real property consisting of an undivided interest in common in a portion of a lot, block or other tract of real estate, whether used for residential, business, commercial or industrial purposes, together with a separate interest in a building on such tract. A condominium may include, in addition, a separate interest in other portions of such real property.

25-2-26. Condominium development.

An entire lot, block or tract of land, and all structures thereon, which are or are to be, owned under a condominium regime.

25-2-27. Condominium Property Act.

The Condominium Property Act of the State of Nebraska or the Nebraska Condominium Act as set forth in the Nebraska statutes, as now existing or hereafter amended.

25-2-27.1. Convenience Warehouse Storage Facility.

A series of storage spaces contained in one building or in a series of buildings which are designed and used for the purpose of renting or leasing individual storage spaces to persons in order that any person renting or leasing one or more of such individual storage spaces shall have access for the purpose of storing property therein.

25-2-28. Corral.

An enclosure designed for the confinement of livestock, within which livestock in excess of one hundred fifty (150) head at a particular time are confined.

25-2-29. Court.

An open unoccupied space, other than a yard, on the same lot with a building or buildings and bounded on one (1) or more sides by such building or buildings.

25-2-30. Day Care.

The provision of care:

- a. To children under 13 years of age to 4 or more children at any one time from families other than the provider's own;
- b. For on the average of less than 12 hours per day;
- c. For compensation, either direct or indirect;
- d. On a regular basis;
- e. By a person other than their parents/guardians;
- f. In a single family detached dwelling unit;
- g. In full compliance with all of the applicable laws and regulations of the State of Nebraska pertaining to day care whether such laws and regulations exist at the time of the passage of this ordinance or are hereafter adopted.

25-2-31. Decorative landscape feature.

Any structure or object, composed of any material, natural or artificial, erected, planted or positioned to enhance the visual or aesthetic value of the landscape of a tract of land.

25-2-32. Domestic violence shelter.

Any structure which is used primarily to provide temporary lodging and sanctuary for adult and child victims of domestic violence. No structure shall be considered a domestic violence shelter unless the following conditions are met:

- a. The shelter must be staffed by at least one person during the hours of operation in which the structure is occupied by a victim or victims.
- b. No more than five (5) adult victims may occupy the premises during a twenty-four (24) hour period.
- c. Occupancy by a victim of domestic violence shall not exceed seven (7) consecutive days.

25-2-33. Dormitory.

A building or part of a building containing a room or rooms each designed or intended to be rented for occupancy by more than two (2) persons.

25-2-34. Duplex.

A dwelling consisting of two (2) family units split horizontally.

25-2-35. Dwelling.

A building, or part thereof, designed for residential occupancy.

25-2-36. Dwelling unit.

A room, or group of rooms with kitchen facilities intended to be occupied as separate living quarters by a family, a group of persons living together, or a person living alone.

25-2-37. Dwelling, one (1) family or single family.

A building designed exclusively for occupancy by only one (1) family.

25-2-38. Dwelling, two (2) family.

A building designed exclusively for occupancy under one roof by two (2) families living independently of each other.

25-2-39. Dwelling, multiple family.

A building, or a part thereof, designed for occupancy under one roof by four (4) or more families living independently of each other.

25-2-40. Family.

- (1) a group of natural persons consisting of a man, his wife, any children born to either him or his wife, legally adopted by either him or his wife, or placed with either him or his wife as foster children, or any combination of these persons,
- (2) a group of natural persons as defined in (1) plus not more than six (6) other persons, at least three (3) of which must be related to some one of the persons described in (1) by blood, marriage, or legal adoption, or
- (3) a group of not more than three (3) natural persons living together who are not related.

25-2-41. Family child care home.

The term "family child care home" means a place where care is provided:

- a. To four or more, but not exceeding twelve, children under age 13 at any one time from families other than that of the provider;
- b. For on the average of less than 12 hours per day;
- c. For compensation, either direct or indirect;
- d. On a regular basis;
- e. By a person other than their parents or guardians;
- f. In the home of the person providing the care;
- g. In full compliance with all the applicable laws and regulations of the State of Nebraska pertaining to child care, whether such laws and regulations exist at the time of the passage of this ordinance or are hereafter adopted.

25-2-42. Feedlot.

An enclosure designed for the confinement of livestock or other commercially slaughterable animals or fowl, within which are confined at any particular time (not necessarily, repeatedly) animals or fowl, to which feed not grown within the enclosure is regularly provided, when a permit is required by NDEQ.

25-2-43. Fence.

Any tangible barrier or obstruction composed of any material, natural or artificial, placed for the purpose, or having the effect, or preventing passage or view across the barrier or obstruction. The term includes hedges and walls.

25-2-44. Fence, Perimeter.

A fence which encloses, or substantially encloses, two or more contiguous or adjacent lots, blocks or tracts of land.

25-2-45. Fence, Privacy.

Any fence erected or positioned to block a view of enclosed property.

25-2-46. Fertilizer storage and mixing plant.

A facility where (1) fertilizer or raw materials used in the mixing or manufacturing of fertilizer are stored and (2) the component parts are mixed to make liquid and dry fertilizers or various combinations or blends of fertilizer. The term "fertilizer storage and mixing plant" shall not include the storage or sale of prepackaged fertilizer which does not require any mixing or blending prior to sale or distribution.

25-2-47. Floor area.

The total number of square feet of floor space within the exterior walls of a building, not including space in cellars and basements.

25-2-48. Floor area ratio.

The total floor area on a zoning lot divided by the lot area of that zoning lot. For example, a building containing twenty thousand (20,000) square feet of floor area on a zoning lot containing ten thousand (10,000) square feet of area has a floor area ratio of two (2) to one (1).

25-2-49. Frontage.

That part of a lot which abuts a public right-of-way or the principal means of access to the lot.

25-2-50. Garage.

A structure, or part thereof, in which one (1) or more motor vehicles are housed, stored, kept, or

repaired. It does not include an exhibition room, show room, or warehouse where cars kept for sale are stored.

25-2-51. Garage, private.

An accessory building, or an accessory part of a principal building, which is primarily intended and used for storage of privately owned motor vehicles, boats, and trailers of the family or families residing on the premises where it is located but in which no business, service, or industry connected directly or indirectly with motor vehicles, boats, or trailers is carried on. It includes a carport.

25-2-52. Garage, public.

A building where motor vehicles, boats, or trailers are painted, rebuilt, reconstructed, repaired, or stored for compensation.

25-2-53. Grade.

The average level of the finished surface of the ground adjacent to the exterior walls of the building or structure.

25-2-54. Gross floor area.

The total area of floor space within the exterior walls of a building.

25-2-55. Home occupation.

A business or profession, or an aspect thereof, which is carried on within a dwelling, or a building accessory thereto, and which by custom in the community constitutes a use of the premises which is incidental to use of the premises for dwelling purposes.

25-2-55.1. Emergency Shelter.

A residential facility operated by a government agency or by a private non-profit organization, which facility provides temporary accommodations to individuals or families who lack a fixed regular and/or adequate night-time residence.

25-2-56. Hotel/Motel

A building, or group of buildings, designed chiefly to provide for compensation for temporary lodging, with or without meals, containing individual sleeping units:

- (1) principally designed or used for temporary occupancy by tourists or transients,
- (2) with convenient parking space for each unit, and
- (3) with an entrance to each guest room or suite from an interior central hallway or independent exterior entrance.

25-2-57. Junkyard.

A space of two hundred (200) square feet or more located on a lot or tract of land which is used to store, dismantle, demolish, process, or abandon junk, or abandoned vehicles. The term "junk" shall have the meaning given to it in Chapter 12-1-1(3).

25-2-58. Kennel, dog.

A building, structure or premises in or on which more than three (3) dogs, at least five (5) months of age, are harbored. The term does not include a dog pound operated by or under contract with the City.

25-2-59. Living quarters.

One (1) or more rooms in a building designed for occupancy by one (1) or more persons which may be used for living or sleeping purposes.

25-2-60. Lodge, private.

(See "Club, private.")

25-2-61. Lodging house.

(See "Boarding house.")

25-2-62. Lot.

A single building site or a single parcel of land designated as a lot on a subdivision plat, a record of survey map, or described as such by metes and bounds, having sufficient area to accommodate a main

building authorized, with respect to its location, by the municipal code. It includes two (2) or more previously separate lots, or parts of lots, combined as a single building site for use as a single parcel of land.

25-2-63. Lot area.

The total area of a lot lying within its lot lines.

25-2-64. Lot, corner.

A lot situated at an intersection of two or more streets whose intersection angle does not exceed one hundred thirty-five degrees.

25-2-65. Lot coverage.

The percentage of lot area covered by the buildings and structures located on the lot. Buildings and structures include porches, breezeways, patio roofs, and like structures, but not fences or swimming pools.

25-2-66. Lot depth.

The average of the maximum and minimum distances between the front lot line and the rear lot line of the building site.

25-2-67. Lot, double frontage.

A lot which extends from street to street.

25-2-68. Lot, interior.

A lot which is not a corner lot.

25-2-69. Lot, key.

The first interior lot to the rear of a reversed corner lot.

25-2-70. Lot line.

Any boundary line of a lot.

25-2-71. Lot line, front.

- (1) for an interior lot, the line separating the lot from the street or place on which it abuts, and
- (2) for a corner lot, the line separating the lot from the street on which the majority of the lots in the block front.

25-2-72. Lot line, rear.

The lot line directly opposite most distant from the front lot line. In the case of an irregularly shaped lot, it is the lot line, at least ten (10) feet long, which is parallel to, or most nearly so, and most distant from the front lot line.

25-2-73. Lot line, side.

Any lot line which is neither a front or rear lot line.

25-2-74. Lot of record.

A lot whose separate entity has been established by a plat recorded in the office of the Register of Deeds.

25-2-75. Lot, reversed corner.

A corner lot the rear lot line of which abuts on the side lot line of another lot.

25-2-76. Lot width.

The distance between the side lot lines measured at right angles to the lot depth at a point midway between the front and rear lot lines.

25-2-77. Main building.

A building on a lot which is occupied by the primary use.

25-2-78. Manufactured Home.

Manufactured home shall mean (a) a factory-built structure which is to be used as a place for human habitation, which is not constructed or equipped with a permanent hitch or other device allowing it to be moved other than to a permanent site, which does not have permanently attached to its body or frame any wheels or axles, and which bears a label certifying that it was built in compliance with National Manufactured Home Construction and Safety Standards, 24 C.F.R. 3280 et seq., promulgated by the United States Department of Health and Urban Development, or (b) a modular housing unit as defined in section 71-1557 of the Statutes of Nebraska bearing the seal of the Department of Health and Human Services Regulation and Licensure.

25-2-79. Master deed.

A deed establishing a condominium property regime.

25-2-80. Mobile home.

A movable or portable dwelling which:

- (1) is not less than eight (8) feet in width,
- (2) is not less than forty (40) feet in length,
- (3) is so constructed as to be towable on its own chassis, and to function without a permanent foundation,
- (4) can be connected to utilities, and
- (5) has kitchen and sanitary facilities.

A mobile home may consist of one (1) or more units which can be telescoped when being towed and later expanded to create additional capacity, or it may consist of two (2) or more units which can be towed separately but are designed to be joined into an integral unit. A dwelling so constructed shall be deemed to be a mobile home whether or not mounted upon a temporary or a permanent foundation. Mobile homes must meet HUD standards.

25-2-81. Mobile home park.

A tract of land containing at least four and one-half (4½) acres owned by one (1) legal entity and licensed as required by Article 9 of this Chapter.

25-2-82. Mobile home planned unit development.

A mobile home development, on a lot or tract of land comprising not less than five (5) acres, which is characterized by an integrated and coordinated arrangement under which the mobile home dwelling units are individually owned, and all of the common open space, including but not necessarily limited to, parking areas and drives, are owned in common by the owners of the mobile home dwelling units or by an incorporated or cooperative association of which such owners are the members.

25-2-83. Mobile home park drives.

Privately owned lanes and roadways within a mobile home park.

25-2-84. Mobile home space.

A plot of ground within a mobile home park designated for the accommodation of one (1) mobile home.

25-2-85. Municipal Uses.

A use of the land, or buildings, for municipal purposes such as water wells, parks, streets, alleys and other public infrastructure operated and maintained by the City.

25-2-86. Nursing Home.

A home for aged, chronically ill or incurable persons in which three (3) or more persons not of the immediate family are received, kept and provided with food, or shelter and care for compensation.

25-2-87. Occupancy.

The actual possession or use of a building, structure, lot, or tract of land.

25-2-88. Open space.

Land areas which are not occupied by buildings, structures, streets, open visitor parking spaces or alleys, except approved landscaped features and active recreational facilities that are part of a Planned Unit Development.

25-2-89. Open space, common.

Open space which is suitably located and improved for common recreational purposes, active or passive, and is accessible to each lot or dwelling within a planned unit development through a system of public or private walkways.

25-2-90. Pharmacy.

Business premises wherein is carried on primarily the business of selling at retail of prescription and legal nonprescription drugs and medicines, and includes the selling at retail, as an incident to such business, of other medical supplies and equipment, personal care products and greeting cards.

25-2-90.1. Permanent Color Technology.

Permanent color technology means the process by which the skin is marked or colored by insertion of non-toxic dyes or pigments into or under the subcutaneous portion of the skin upon the body of a live human being so as to form indelible marks for cosmetic purposes.

25-2-90.2. Permanent Cosmetic Facility.

A facility where procedures are performed in which permanent color technology is applied or pigment is applied with a needle, electronic machine, or other means to produce a permanent mark visible through the skin. Procedures include, but are not limited to the application of eyeliner, eyeshadow, lip, eyebrow or cheek color for the purpose of enhanced aesthetic; scar concealment; and/or re-pigmentation of areas involving reconstructive surgery or trauma. A permanent cosmetic facility must obtain appropriate licensure through the Nebraska Department of Health and Human Services for body art facilities.

25-2-91. Person.

An individual, firm, corporation, partnership, association, trust or other legal entity, or any combination thereof.

25-2-92. Property.

Land, leasehold interests in land, any building, all improvements and structures thereon, and all easements, rights and appurtenances belonging thereto or to any of such elements alone.

25-2-93. Planned business center.

Any business or commercial development on a lot or tract of land which contains not less than five (5) acres and is characterized by an integrated or coordinated arrangement of stores, shops, offices, buildings, and facilities.

25-2-94. Recreation areas.

The common open space which is usable for recreational purposes, whether or not developed with active facilities, such as swimming pools, tennis courts, recreational buildings, a clubhouse, or similar facilities located within a planned unit development.

25-2-95. Recycling center.

A building in which aluminum and tin cans, glass and plastic containers, and newspapers and paper products, or any of these, are received, stored and compacted for subsequent transportation to a processing facility.

25-2-96. Reversed frontage.

The situation in which the rear lot line of a corner lot abuts the side lot line of the adjacent interior lot.

25-2-97. Rooming house.

(See "Boarding house.")

25-2-98. Satellite earth station, height.

The height of the dish measured vertically from the highest point of the dish, when positioned for operation, to the bottom of the base which supports the dish.

25-2-99. Scrap metal processing facility.

An establishment having facilities for processing iron, steel, or nonferrous scrap and whose principal product is scrap iron and steel or nonferrous scrap-for sale for remelting purposes.

25-2-100. Service building.

A building or buildings located in a mobile home park or trailer park which provide laundry and drying, toilet or bathing facilities to occupants of the park.

25-2-101. Setback line.

A line, as shown on a recorded plat or otherwise established by the City Council, beyond which no part of a main exterior wall of a building or structure may project.

25-2-102. Setback line, front.

The setback line at the front of the lot.

25-2-103. Setback line, rear.

The setback line at the rear of the lot.

25-2-104. Setback line, side.

The setback line at either side of the lot.

25-2-104.1. Sight triangle.

An area at a street intersection in which no buildings shall be erected or placed and no trees, bushes or shrubs shall be planted in a manner which impedes vision between a height of 2 ½ feet and 10 feet above the grades of the bottom of the curb of the intersecting streets, measured from the point of intersection of the centerline of the streets, 50 feet in each direction along the centerline of the streets. At the intersection of major arterial streets, the 50-foot distance shall be increased to 100 feet for each leg of the intersection.

25-2-105. Sign.

Any device containing elements or symbols, organized or related, which is designed to inform or to attract the attention of persons not on the premises on which the sign is located; provided, however, that mailbox numbers or names, government flags or insignia, legal notices, governmental identification, information or direction signs, shall not be included within this definition.

25-2-106. Sign, area of.

The entire area within any type of perimeter or border which may enclose the outer limits of any writing, representation, emblem, figure, or character. The area of a sign having no such perimeter or border shall be computed by enclosing the entire area with parallelograms, squares, rectangles, triangles or circles of the smallest size sufficient to cover the entire area of the sign and computing the area of these parallelograms, squares, rectangles, triangles or circles. The area computed shall be the maximum portion or portions which may be viewed from any one direction.

25-2-107. Sign structure.

The supports, uprights, bracing, guy rods, cables and frame work of a sign or outdoor display.

25-2-108. Sign, accessory.

A sign which directs attention to a business, product, activity, or service conducted, sold, or offered for sale on the lot or tract of land where the sign is located.

25-2-109. Sign, attached.

A sign mounted flat against a wall or side of a building or structure.

25-2-110. Sign, detached.

A freestanding sign, and includes such signs whether standing upon the ground or upon a building or structure, and whether permanently fixed or movable, but does not include mobile signs.

25-2-111. Sign, mobile.

A movable or portable sign that is so constructed as to be towable on its own chassis and to function without a permanent base or support.

25-2-112. Sign, extending.

A sign mounted perpendicularly to the wall of a building.

25-2-113. Sign, political.

A sign, advertising structure, or display which communicates any message or idea identifying, supporting, opposing, promoting, conveying a position upon, or relating to any candidate for public office or proposition, amendment or issue connected with any local, special, state or national election. The term does not include political buttons, vehicle bumper stickers, signs on garments or hats, or political campaign memorabilia carried on the person.

25-2-113.1. Sign; Temporary Detached.

A temporary detached sign is a detached sign which meets one or more of the following criteria:

1. Relates a message that changes frequently or becomes outdated; or
2. Made of materials of relatively low durability; or
3. Intended to be removed or replaced within a period of six months or less; or
4. Is portable.

25-2-114. Solid Waste Transfer Station.

A building in which solid waste is deposited and sorted for recycling or disposal, and from which it is transported within ten days after initial deposit, to a recycling center or to a landfill site licensed by the State of Nebraska. The term "solid waste" means solid waste as defined in Chapter 19, however, that anything which is a hazardous waste shall not be considered a "solid waste" which is allowed to be deposited and sorted in a solid waste transfer station. The term "hazardous waste" means hazardous waste as defined in Chapter 19. The term "hazardous waste" shall also include any substance which is defined as a hazardous waste by the Rules and Regulations of the Nebraska Department of Environmental Control as such rules and regulations are or may become effective from time to time.

25-2-115. Specified anatomical areas.

The term "specified anatomical areas" means:

- a) less than completely and opaquely covered human genitals, pubic region, buttocks or female breasts below a point immediately above the top of the areola or
- b) human male genitals in a discernibly turgid state, even if completely and opaquely covered.

25-2-116. Specified sexual activities.

Specified sexual activities means:

- a) human genitals in a state of sexual stimulation or arousal;
- b) acts of human masturbation, sexual intercourse or sodomy; or,
- c) fondling or other erotic touching of human genitals, pubic region, buttocks or female breasts.

25-2-117. Store.

To place or leave in a location for preservation or later use or disposal.

25-2-118. Story.

That part of a building, not including a basement:

- (1) between the surface of any floor and the surface of the next floor above it, or
- (2) if there is no floor above, then the space between any floor and the ceiling next above it.

25-2-119. Story, half.

A story directly under a gable, hip, or gambrel roof whose wall plates on at least two (2) opposite exterior walls are not more than two (2) feet above the floor of that story.

25-2-120. Street.

A public way, road, or highway, furnishing the principal means of access to an abutting lot or tract of land.

25-2-121. Street, front.

A street on which the majority of the lots in the block front.

25-2-122. Street, side.

A street which intersects a front street.

25-2-123. Structure.

Anything constructed or erected on the ground, or attached to something constructed or erected on the ground. The term includes manufactured homes, signs, billboards and fences so constructed, erected or attached.

25-2-124. Structural alteration.

A change in any supporting members, such as bearing wall, column, beam, or girder of any structure.

25-2-125. Subdivision.

The dividing of any parcel of land into two (2) or more parcels.

25-2-125.1. Tattooing.

~~Tattooing is the inserting of permanent markings of colorations, or the producing of scars upon or under human skin through puncturing by use of a needle or any other method~~ means the process by which the skin is marked or colored by insertion of non-toxic dyes or pigments into or under the subcutaneous portion of the skin upon the body of a live human being so as to form indelible marks for decorative or figurative purposes.

25-2-125.2. Tattoo/body piercing establishment.

Any establishment where tattooing, branding and/or body piercing is engaged in and where the business of tattooing, branding, and/or body piercing is conducted, or any part thereof. This definition does not include practices that are considered medical procedures such as implants under the skin. Practices recognized as medical procedures by the State Medical Board shall not be performed in a ~~tattooing/body~~ tattoo/body piercing establishment. All tattoo/body piercing establishments must obtain appropriate licensure through the Nebraska Department of Health and Human Services for body art facilities.

25-2-126. Temporary.

Less than twelve (12) months.

25-2-127. Townhouse.

An arrangement of single family dwelling units, joined by common walls on not more than two (2) sides, with the uppermost story being a portion of the same dwelling located directly beneath at the grade of the first floor area, and having exclusive individual ownership and occupancy rights of each dwelling unit, including, but not limited to the land area directly beneath such dwelling unit.

25-2-128. Travel trailer.

A portable vehicular structure built on a chassis which is designed to be used as a temporary dwelling while traveling, the body of which is not more than eight (8) feet wide nor thirty-two (32) feet long, and which usually contains bath or toilet facilities, or both. The term includes a camper.

25-2-129. Trailer park.

A tract of land which is not a mobile home park but contains individual parking lots for travel trailers. It may have temporary hookup facilities for plumbing and electrical services.

25-2-130. Unit.

The element of a planned unit development which is not owned in common with the owners of other elements in the development.

25-2-131. Use, Accessory.

A use subordinate to and serving the principal use or structure on the same lot and customarily incidental thereto.

25-2-132. Use, Conditional

A use classified as conditional may be appropriate or desirable in a specified zone, but requires special approval because if not carefully located or designed, it may create special problems such as excessive bulk, height or abnormal traffic conditions.

25-2-133. Use, Non-conforming

Use of land, buildings or structures legally existing at the effective date of this ordinance which does not comply with all regulations of this ordinance or any amendments hereto governing the zoning

district in which such use is located.

25-2-134. Use, Permitted.

A public or private use which of itself conforms with the purposes, objectives, requirements, regulations and performance standards of particular zoning district.

25-2-135. Use, Principal.

The primary use of land or buildings as distinguished from accessory uses. A principal use may be either permitted or conditional.

25-2-136. Used car lot.

A lot or tract of land where second-hand automobiles, intact and ready for operation, are kept and offered for sale.

25-2-137. Variance.

An authorization granted by the Board of Adjustment with respect to a lot, tract of land, building or structure so as to permit the use of a lot or tract of land, or the construction, reconstruction, maintenance, repair or use of a building or structure, which is otherwise prohibited by this Chapter, because of peculiar and exceptional practical difficulties, or an exceptional and undue hardship of a type recognized by section 19-910 R.R.S. 1943, as amended, as grounds for the granting of a variance.

25-2-138. Yard.

An open space, other than a court, on a lot or tract of land generally unobstructed except as permitted in this Chapter from the ground upward.

25-2-139. Yard, front.

A yard extending the full width of a lot or tract of land between the front wall of the main building and the front lot line.

25-2-140. Yard, rear.

A yard extending the full width of a lot, or tract of land, between the rear of the main building and the rear lot line. The depth of a required rear yard is measured from the nearest point of the rear lot line to the nearest point of the main building.

25-2-141. Yard, side.

A yard between a side wall of the main building and the side lot line extending from the front yard to the rear yard.

25-2-142. Zoning district.

An area delineated on a zoning map for which uniform use regulations are specified.

25-2-143. Zoning map.

A map or maps directly enacted by the City Council as a part of this Chapter showing the boundaries of a zoning district or districts, a copy or copies of which, certified to have been enacted as provided by law, is filed in the office of the City Clerk as an Director record of the City, and a copy of which is attached to a copy of the text of this Chapter.”

Section 2. §25-3-13. C-1 Central Business District of the Scottsbluff Municipal Code is amended to read as follows:

“25-3-13. C-1 Central Business District.

Intent: The intent of a C-1 Central Business District Zone is a zone for the central business district permitting all types of business enterprises except manufacturing and other industries which are incompatible with a business district comprised primarily of retail sales and service businesses.

Principle Permitted Uses.

1. Accounting, auditing, bookkeeping services
2. Ambulance service
3. Amusement centers, indoor only
4. Animal clinic, indoor only
5. Arts & crafts studio

6. Auto storage and rental
7. Bakery or bakery goods store. The maximum gross floor area of a building permitted for this use is six thousand four hundred (6,400) square feet. Incidental, non-nuisance-producing processing, packaging, or fabricating is permitted if conducted entirely within a building.
8. Bank automated teller facilities, outdoor
9. Bank automated teller facilities, indoor
10. Bank & savings & loan
11. Barber, beauty shop
12. Book & stationary store
13. Bus depot
14. Business college, trade school
15. Automated or coin-operated car wash
16. Church
17. Cleaning, laundry agency
18. Clinic
19. Communication facilities including communication tower, such tower not to exceed one hundred fifty (150) feet in height. No guy wires, outrigging, or other supporting structures may extend beyond the foundation of the tower.
20. Community center (public)
- 20.5 Condominium with 3 or fewer apartments
21. Confectionery stores
22. Convenience stores w/o dispensing gasoline
23. Convenience stores with dispensing gasoline
24. Convenience warehouse storage facilities
25. Day care center (child care center) or preschool
26. Delicatessen
27. Drive-thru photo facility
- 27.5 Dwelling unit--two (2) unit and multiple family within the confines of a building in which a business enterprise, retail sales or service business may be conducted.
28. Educational and charitable institutions
29. Educational and scientific research service
30. Florist
31. Food store, delicatessen
32. Furniture refinishing. The entire business must be conducted within a building.
33. Furniture/appliance store
34. Gift shop
35. Grocery store
36. Hardware store
37. Hospital
38. Hotel
39. Insurance agency/services
40. Jewelry store
41. Laboratory, medical, dental, optical
42. Laundromat, self-service
43. Library
44. Lodge or club
45. Marriage and family counseling
46. Mortuary
47. Motel
48. Municipal Uses
49. Nursery for children
50. Nursery for flowers/plants
51. Offices, professional and service
52. Parking lot, garage or facility
- 52.1 Permanent cosmetic facility meeting the conditions set forth at the end of Principle Permitted Uses
53. Pharmacy
54. Photographic studio
55. Printing & blueprinting
56. Professional membership organizations
57. Professional schools

58. Railroad station
59. Reducing/Suntanning
60. Restaurant, bar, tavern
61. Retail stores and services
62. Rooming/boarding house. Residential use is permitted above the ground floor and within the confines of a business building.
63. School
64. Service station-full service
65. Service station-mixed use
66. Service station -self service dispensing of gas only
67. Shoe store
- 67.1 Tattoo/body piercing establishment meeting the conditions set forth at the end of Principle Permitted Uses
68. Temporary medical housing
69. Theater, indoor
70. Tire shop, recapping
71. Tourist information booth
72. Upholstery Shops provided all work is completed inside the building.
73. Utility business offices
74. Warehousing facilities. Warehouse or storage facilities are permitted as the primary use on a lot or property only if a special permit is granted. A lot or property will not be eligible for consideration of the issuance of a special permit unless (1) the proposed facility will be located on a lot immediately adjoining (or directly across an alley from) a property with an allowed C-1 Zone use, (2) the proposed facility is necessary to and will be used as an accessory to the allowed use on the adjoining lot, and (3) both lots are under the same ownership.
75. Wholesale stores and distributors. The maximum gross floor area of a building permitted for this use is six thousand four hundred (6,400) square feet. Incidental, non-nuisance-producing processing, packaging, or fabricating is permitted if conducted entirely within a building.

All permanent cosmetic facilities and tattoo/body piercing establishments must meet the following conditions:

- a. Prior to operating either of these facilities, the owner/operator/practitioner must first apply for and receive a permit and certificate of occupancy from the City's Development Services Director. The permit is subject to revocation if the permittee at any time fails to comply with the conditions set forth herein.
- b. The permanent cosmetic facility or tattoo/body piercing establishment must be licensed through the State of Nebraska, Department of Health and Human Services and must have their license on file at the City's Department of Planning and Development before performing any work.
- c. The owner/operator/practitioner must comply with any and all Federal, State and Local regulations pertaining to the activity of tattoo artistry, body piercing, and branding on the human skin as well as permanent color technology regulations.
- d. There must be a separate room for each operator/practitioner to perform work with solid walls covered in material that can be cleaned and sanitized.
- e. The operator/practitioner must submit to regular or unannounced inspections by the Department of Planning and Development, the Scotts Bluff County Department of Health, and any other authority in power to regulate such activities.

Text Moved Here: 1

- f. The operator/practitioner must positively identify each client and keep record of the client's name, age, mailing address and ~~phone~~telephone number and not dispose of such information for a period of at least ~~ten~~five (10~~5~~) years. Any transfer in ownership or operation of the ~~business~~facility will result in revocation of the permit. ~~All records shall be relinquished to the Development Services Director at that time.~~

End Of Moved Text

- g. The operator/practitioner may not perform work on anyone eighteen (18) years of age or younger without written permission from the minor's parent(s) or legal guardian.

Special Permit Uses.

1. Drive-thru (fast food) restaurant
2. Equipment rental and sales yard
3. Temporary building or contractor’s storage and construction yard, incidental to the construction of a residential development or a real estate sales office to be used in marketing lots in a new subdivision, may be permitted if such a building or structure complies with all height and area requirements for the zone in which it is located.
4. Temporary building may be permitted if such building complies with all height and area requirements, and the use complies, except for the fact that the building is a temporary one.

Performance Standards.
1. Area & bulk regulations.

Use	Minimum Lot Size (sq.ft.)	Minimum Lot Width (ft.)	Maximum Coverage (%)	Maximum # Dwelling Units	Front (ft.)		Setbacks Rear (ft.)		Interior (ft.)	Side (ft.)	Side Street (sq.ft.)	Floor Area (ft.)	Maximum Height
Garage	none	none	-		C	A	B	5	-	12.5	PRTFA	70	

Minimum Lot Area / Dwelling Unit - no requirement.
PRTFA = Parking Ratio to Floor Area

- A. No minimum rear yard setback is required except for a lot abutting the side of a lot in either an R or OP Zone, in which case the minimum rear yard setback is fifteen (15) feet. If a public alley separates such lots, no rear yard is required.
 - B. No minimum interior side yard setback is required except for a lot in a C or M Zone whose side abuts the side of a lot in either an R or OP Zone, in which latter case the minimum interior side yard setback is five (5)feet. If a public alley separates such lots, no side yard is required.
 - C. The required minimum R Zone setback applies if the frontage between two (2) streets separates an R Zone and a C Zone. If all frontage between two (2) streets is in a C Zone no front setback is required.
2. Accessory building/garage; detached
 - A. A detached accessory building must be located at least ten (10) feet from the main building.
 - B. On an existing reversed corner lot, a detached accessory building or garage may project into the side yard nearest the rear lot line if it does not extend beyond the front yard setback of the main structure, and if entrance to the garage is from the side street the garage must be set back from the side street property line a distance of not less than twenty (20) feet.
 3. Accessory building, attached.
 - A. A building which if detached from the main building would constitute an accessory building may be connected to the main building by a breezeway or similar structure, and in such event shall meet all requirements for the main building.”

Section 3. §25-3-14. C-2 Neighborhood and Retail Commercial of the Scottsbluff Municipal Code is amended to read as follows:
“25-3-14. C-2 Neighborhood and Retail Commercial.
Intent: The intent of a C-2 Neighborhood and Retail Commercial Zone is to provide a zone consisting of retail stores and service establishments

Principle Permitted Uses.

1. Accounting, auditing, bookkeeping services
2. Ambulance service
3. Amusement centers, indoor only
4. Animal clinic, indoor only
5. Arts & crafts studio
6. Automated or coin-operated car wash
7. Bakery or bakery goods store
8. Bank automated teller facilities, outdoor
9. Bank automated teller facilities, indoor
10. Bank & savings & loan
11. Barber, beauty shop
12. Book & stationary store

13. Church
14. Cleaning, laundry agency
15. Clinic
16. Communication facilities including communication tower, such tower not to exceed one hundred fifty (150) feet in height. No guy wires, outrigging, or other supporting structures may extend beyond the foundation of the tower.
17. Community center (public)
18. Confectionery stores
19. Convenience stores with dispensing gasoline
20. Convenience stores w/o dispensing gasoline
21. Convenience warehouse storage facilities
22. Dance, music or voice studio
23. Day care center (child care center) or preschool
24. Delicatessen
25. Domestic violence shelter
26. Drive-through (fast food) restaurant
27. Educational and charitable institutions
28. Educational and scientific research service
29. Equipment rental and sales yard
30. Florist
31. Food store, delicatessen
32. Furniture refinishing. The entire business must be conducted within a building.
33. Furniture/appliance store
34. Gift shop
35. Gymnasium, private
36. Grocery store
37. Hardware store
38. Hospital
39. Hotels/motels
40. Insurance agency/services
41. Jewelry store
42. Laboratory, medical, dental, optical
43. Laundromat, self-service
44. Library
45. Lodge or club
46. Marriage and family counseling
47. Municipal Uses
48. Nursery for children
49. Offices, professional and service
- 49.1 Permanent cosmetic facility meeting the conditions set forth at the end of Principle Permitted Uses
50. Pharmacy
51. Photographic studio
52. Printing & blueprinting
53. Professional membership organizations
54. Professional schools
55. Reducing/Suntanning
56. Restaurant, bar, tavern
57. Retail stores and services
58. Rooming/boarding house. Residential use is permitted above the ground floor and within the ground floor if to the back or side of a business building.
59. School
60. Service station-full service
61. Service station-mixed use
62. Shoe store
- 62.1 Tattoo/body piercing establishment meeting the conditions set forth at the end of Principle Permitted Uses
63. Temporary medical housing
64. Theater, indoor
65. Tourist information booth
66. Upholstery Shop provided all work is completed within the building.

- 67. Utility business offices
- 68. Warehousing, wholesaling

All permanent cosmetic facilities and tattoo/body piercing establishments must meet the following conditions:

- a. Prior to operating either of these facilities, the owner/operator/practitioner must first apply for and receive a permit and certificate of occupancy from the City's Development Services Director. The permit is subject to revocation if the permittee at any time fails to comply with the conditions set forth herein.
- b. The permanent cosmetic facility or tattoo/body piercing establishment must be licensed through the State of Nebraska, Department of Health and Human Services and must have their license on file at the City's Department of Planning and Development before performing any work.
- c. The owner/operator/practitioner must comply with any and all Federal, State and Local regulations pertaining to the activity of tattoo artistry, body piercing, and branding on the human skin as well as permanent color technology regulations.
- d. There must be a separate room for each operator/practitioner to perform work with solid walls covered in material that can be cleaned and sanitized.
- e. The operator/practitioner must submit to regular or unannounced inspections by the Department of Planning and Development, the Scotts Bluff County Department of Health, and any other authority in power to regulate such activities.
- f. The operator/practitioner must positively identify each client and keep record of the client's name, age, mailing address and telephone number and not dispose of such information for a period of at least five (5) years. Any transfer in ownership or operation of the facility will result in revocation of the permit.
- g. The operator/practitioner may not perform work on anyone eighteen (18) years of age or younger without written permission from the minor's parent(s) or legal guardian.

Special Permit Uses.

- 1. Auto sales and service
- 2. Billboards
- 3. Emergency shelter
- 4. Hardware stores selling lumber
- 5. Multi-family dwellings. Residential use is permitted above the ground floor and within the ground floor to the back or side of a business building.
- 6. Single family dwelling. Residential use is permitted above the ground floor and within the ground floor to the back or side of a business building.
- 7. Temporary building or contractor's storage and construction yard, incidental to the construction of a residential development or a real estate sales office to be used in marketing lots in a new subdivision, may be permitted if such a building or structure complies with all height and area requirements for the zone in which it is located.
- 8. Temporary building may be permitted if such building complies with all height and area requirements, and the use complies, except for the fact that the building is a temporary one.
- 9. Two family dwelling. Residential use is permitted above the ground floor and within the ground floor to the back or side of a business building.
- 10. Any hotels or apartments higher than the maximum 45' will require a special permit approved by the Planning Commission.

Performance Standards.

1. Area & bulk regulations.

Use	Minimum Lot Size (sq.ft.)	Minimum Lot Width (ft.)	Maximum Coverage (%)	Maximum # Dwelling Units	Front (ft.) (ft.)		Setbacks Rear (ft.) (ft.)		Interior Side (ft.)	Side Street (sq.ft.)	Floor Area (ft.)	Maximum Height
Garage	None	-	-	C or 25	A	B	12.5	12.5		PRTFA	35'	
Minimum Lot Area / Dwelling Unit - 2,800 sq.ft.											45'	
Hotels and Apartments-Except with Special Permit Use												
PRTFA = Parking Ratio to Floor Area												

- A. No minimum rear yard setback is required except for a lot abutting the side of a lot in either an R or OP Zone, in which case the minimum rear yard setback is fifteen (15) feet. If a public alley separates such lots, no rear yard is required.
- B. No minimum interior side yard setback is required except for a lot whose side abuts

the side of a lot in either an R or OP Zone, in which latter case the minimum interior side yard setback is five (5) feet. If a public alley separates such lots, no side yard is required.

- C. The required minimum R Zone setback applies if the frontage between two (2) streets separates an R Zone and either a C Zone. If all frontage between two (2) streets is in a C Zone no front setback is required.
- 2. Accessory building/garage; detached
 - A. A detached accessory building must be located at least ten (10) feet from the main building.
 - B. On an existing reversed corner lot, a detached accessory building or garage may project into the side yard nearest the rear lot line if it does not extend beyond the front yard setback of the main structure, and if entrance to the garage is from the side street the garage must be set back from the side street property line a distance of not less than twenty (20) feet.
- 3. Accessory building, attached.
 - A. A building which if detached from the main building would constitute an accessory building may be connected to the main building by a breezeway or similar structure, and in such event shall meet all requirements for the main building.”

Section 4. §25-3-15. C-3 Heavy Commercial use of the Scottsbluff Municipal Code is amended to read as follows:

“25-3-15. C-3 Heavy Commercial.

Intent: The intent of a C-3 Heavy Commercial Zone is a zone designed primarily for warehousing, distribution centers, and minimum light manufacturing and processing.

Principle Permitted Uses.

- 1. Accounting, auditing, bookkeeping services
- 2. Ambulance service
- 3. Amusement centers, indoor only
- 4. Animal clinic, indoor only
- 5. Animal clinic, indoor/outdoor
- 6. Arts & crafts studio
- 7. Auction house
- 8. Auto sales & service
- 9. Auto storage and rentals. All processing, packaging or fabricating to be conducted wholly inside a building. Nuisance-producing processing, packaging or fabricating not permitted.
- 10. Automated or coin-operated car wash
- 11. Bakery or bakery goods store
- 12. Bank automated teller facilities, outdoor
- 13. Bank automated teller facilities, indoor
- 14. Bank & savings & loan
- 15. Barber, beauty shop
- 16. Beverage bottling plant
- 17. Billboard. Billboards may not be placed everywhere in this zone. See special provisions dealing with billboards in Chapter 25, Article 6
- 18. Boat building (small)
- 19. Book & stationary store
- 20. Bus depot
- 21. Business college, trade school
- 22. Cabinet shop. The entire business must be conducted within a building.
- 23. Campground
- 24. Church
- 25. Cleaning plant, commercial. The maximum gross floor area of a building permitted for this use is six thousand four hundred (6,400) square feet. Incidental, non-nuisance-producing processing, packaging, or fabricating is permitted if conducted entirely within a building.
- 26. Cleaning, laundry agency
- 27. Clinic
- 28. Communication facilities including communication tower, such tower not to exceed one hundred fifty (150) feet in height. No guy wires, outrigging, or other supporting structures may extend beyond the foundation of the tower.
- 29. Community center (public)

30. Confectionery stores
31. Construction storage yard. Yard must be enclosed in Class Three (3) fence.
32. Convenience warehouse storage facility
33. Convenience stores w/o dispensing gasoline
34. Convenience stores with dispensing gasoline
35. Dairy product processing
36. Dance, music or voice studio
37. Day care center (child care center) or preschool
38. Delicatessen
39. Drive-through photo facility
40. Drive-through (fast food) restaurant
41. Educational and scientific research service
42. Equipment rental and sales yard
43. Florist
44. Food store, delicatessen
45. Furniture refinishing. The entire business must be conducted within a building.
46. Furniture/appliance store
47. Gift shop
48. Gymnasium, private
49. Grocery store
50. Hardware store
51. Hospital
52. Insurance agency/services
53. Jewelry store
54. Laboratory, medical, dental, optical
55. Laundry, commercial plant. The maximum gross floor area of a building permitted for this use is six thousand four hundred (6,400) square feet. Incidental, non-nuisance-producing processing, packaging, or fabricating is permitted if conducted entirely within a building.
56. Laundromat, self-service
57. Library
58. Lodge or club
59. Lumber yard
60. Machine shop
61. Marriage and family counseling
62. Metal finishing. Retail and wholesale metal finishing permitted, providing (1) the metal finishing equipment shall be used, and all parts to be or which have been processed, together with all materials and supplies, shall be stored, wholly within a building, and (2) in addition, if metal plating is done, not more than three (3) persons may function in the metal plating line, the metal plating line shall not use a floor area in excess of one thousand five hundred (1,500) square feet, and only a self-contained processing system shall be used. A metal plating line constitutes a metal plating process commencing with racking of a part to be plated and ending with unranking of such part.
63. Monument works, stone
64. Mortuary
65. Motel
66. Municipal Uses
67. Nursery for children
68. Nursery for flowers/plants
69. Offices, professional and service
70. Parking lot, garage or facility
- 70.1 Permanent cosmetic facility meeting the conditions set forth at the end of Principle Permitted Uses
71. Pharmacy
72. Photographic studio
73. Printing & blueprinting
74. Professional membership organizations
75. Professional schools
76. Public garage
77. Railroad station
78. Recreational vehicle sales lot
79. Recreational vehicle storage lot, outside

80. Reducing/Suntanning
81. Restaurant, bar, tavern
82. Retail stores and services
83. Sandblasting. All commercial sandblasting of moveable objects to be conducted wholly inside a building.
84. Service station-full service
85. Service station-mixed use
86. Service station -self service dispensing of gas only
87. Shoe store
88. Shop for building contractor. The entire business must be conducted within a building.
89. Sign shop
90. Tack shop
91. ~~Tattoo parlor meeting the following conditions:~~

- ~~a. Prior to operating a tattoo parlor, the operator/practitioner must first apply for and receive a permit and certificate of occupancy from the Development Services Director. The permit is subject to revocation if the permittee at any time fails to comply with Tattoo/body piercing establishment meeting the conditions set forth herein.~~
- ~~b. The operator/practitioner must comply with any and all federal, state and local regulations pertaining to the activity of tattoo artistry on the human skin.~~
- ~~c. The operator/practitioner must submit to regular and/or unannounced inspections by the Department of Planning, Building and Development, the Scotts Bluff County Department of Health, and any other authority empowered to regulate such activities.~~
- ~~d. All instruments and equipment must be cleaned and sterilized before use. Sterilization of equipment shall be accomplished by exposure to live steam for at least thirty (30) minutes at a minimum pressure of fifteen (15) pounds per square inch, temperature of two hundred forty (240) degrees Fahrenheit or one hundred sixteen (116) degrees Celsius.~~
- ~~e.~~

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- ~~f. The operator/practitioner may not perform work on anyone eighteen (18) years of age or younger without written permission from the minor's parent/parents or legal guardian.~~
- ~~g. The operator/practitioner shall comply with the OSHA (Occupation Safety and Health Act) blood borne pathogen rules as it relates to the disposition of hazardous waste materials.~~
- ~~h. To prevent the cause and/or spread of infection or disease, any and all tattoo needles used for each client shall be disposed of properly and not reused. at the end of Principle Permitted Uses~~

92. Temporary medical housing
93. Terminal yard, trucking
94. Theater, indoor
95. Theater, drive-in
96. Tire shop, recapping. The entire business must be conducted within a building.
97. Tourist information booth
98. Tractor/trailer parking lot
99. Trailer parks
100. Travel Trailers
101. Travel trailer, mobile home, manufactured housing sales lot
102. Truck and tractor repair
103. Upholstery Shop provided all work is completed inside the building.
104. Used car lot
105. Utility business offices
106. Warehousing/wholesaling facilities

All permanent cosmetic facilities and tattoo/body piercing establishments must meet the following conditions:

- a. Prior to operating either of these facilities, the owner/operator/practitioner must first apply for and receive a permit and certificate of occupancy from the City's Development Services Director. The permit is subject to revocation if the permittee at any time fails to comply with the conditions set forth herein.

- b. The permanent cosmetic facility or tattoo/body piercing establishment must be licensed through the State of Nebraska, Department of Health and Human Services and must have their license on file at the City's Department of Planning and Development before performing any work.
- c. The owner/operator/practitioner must comply with any and all Federal, State and Local regulations pertaining to the activity of tattoo artistry, body piercing, and branding on the human skin as well as permanent color technology regulations.
- d. There must be a separate room for each operator/practitioner to perform work with solid walls covered in material that can be cleaned and sanitized.
- e. The operator/practitioner must submit to regular or unannounced inspections by the Department of Planning and Development, the Scotts Bluff County Department of Health, and any other authority in power to regulate such activities.
- f. The operator/practitioner must positively identify each client and keep record of the client's name, age, mailing address and telephone number and not dispose of such information for a period of at least five (5) years. Any transfer in ownership or operation of the facility will result in revocation of the permit.
- g. The operator/practitioner may not perform work on anyone eighteen (18) years of age or younger without written permission from the minor's parent(s) or legal guardian.

Special Permit Uses.

1. Emergency shelter
2. Implement dealers
3. Mobile home sales
4. Petroleum storage
5. Processing, packaging or fabricating
6. Public scale
7. Recycling center
8. Residential use is permitted only within the confines of a building in which a permitted use is conducted. Preliminary and final site plans must be submitted to the Planning Commission for review and approval.
9. Rooming/boarding houses
10. Temporary building or contractor's storage and construction yard, incidental to the construction of a residential development or a real estate sales office to be used in marketing lots in a new subdivision, may be permitted if such a building or structure complies with all height and area requirements for the zone.
11. Temporary building may be permitted if such building complies with all height and area requirements, and the use complies, except for the fact that the building is a temporary one.
12. Temporary storage of grain, for not to exceed sixty (60) consecutive days (and a permit for which may be renewed for not to exceed sixty (60) consecutive days), outside a building or structure subject the following additional conditions, to be set forth in the permit:
 - a. the grain shall be placed on a concrete floor or some other type of water-proof material that, as determined by the Development Services Director, is equal to a concrete floor,
 - b. no part of the grain shall be placed, or caused or permitted to be closer to any property line than any building setback line that has been platted or is required in the zone to which the tract of land is subject,
 - c. the permit shall be subject to revocation by the Commission. if the Commission, subsequent to granting the permit, shall determine that the grain, or conditions incidental thereto, or the manner in which the grain is being handled constitutes a public nuisance; and, upon such a determination, the holder of the permit shall promptly comply with any order of the Commission concerning removal or other disposition of the grain.
 - d. Provided, no permit for such a use shall be issued and delivered until the permittee shall have executed and delivered to the Development Services Director a written agreement which, as determined by the Director, indemnifies and holds harmless the City, its officers and employees and members of the Planning Commission, against any and all claims of liability for injuries or damages to persons or property caused, in whole or in part, by the presence of the grain: by conditions occurring, in whole or in part, because of presence of the grain or the manner in which the grain is delivered, piled, moved, removed, or otherwise handled; and by any acts of commission or omission on the part of any persons, whether or not the permittee or third persons for

whose acts or omissions liability otherwise might or might not be imputable to the permittee. The terms “warehousing” and “wholesaling” shall not be construed to apply to the storage of grain outside a building or structure.

13. Two family dwelling

Performance Standards.

1. Area & bulk regulations.

Use	Minimum Lot Size (sq.ft.)	Minimum Lot Width (ft.)	Maximum Coverage (%)	Maximum # Dwelling Units	Front			Setbacks Rear	Interior	Side	Side Street	Floor Area	Maximum Height
					(ft.)	(ft.)	(ft.)	(ft.)	(ft.)	(ft.)	(sq.ft.)	(ft.)	
	none	-	-		C	A	B		12.5		PRTFA	35	
Garage									12.5				

Minimum Lot Area / Dwelling Unit - No Requirement
PRTFA = Parking Ratio to Floor Area

- A. No minimum rear yard setback is required except for a lot abutting the side of a lot in either an R or OP Zone, in which case the minimum rear yard setback is fifteen (15) feet. If a public alley separates such lots, no rear yard is required.
 - B. No minimum interior side yard setback is required except for a lot whose side abuts the side of a lot in either an R or OP Zone, in which latter case the minimum interior side yard setback is five (5) feet. If a public alley separates such lots, no side yard is required.
 - C. The required minimum R Zone setback applies if the frontage between two (2) streets separates an R Zone and a C Zone. If all frontage between two (2) streets is in a C Zone, no front setback is required.
2. Accessory building/garage; detached
- A. A detached accessory building must be located at least ten (10) feet from the main building.
 - B. On an existing reversed corner lot, a detached accessory building or garage may project into the side yard nearest the rear lot line if it does not extend beyond the front yard setback of the main structure, and if entrance to the garage is from the side street the garage must be set back from the side street property line a distance of not less than twenty (20) feet.
3. Accessory building, attached.
- A. A building which if detached from the main building would constitute an accessory building may be connected to the main building by a breezeway or similar structure, and in such event shall meet all requirements for the main building.”

Section 5. §25-3-16. M-1 Light Manufacturing and industrial of the Scottsbluff Municipal Code is amended to read as follows:

“25-3-16. M-1 Light Manufacturing and Industrial.

Intent: The intent of an M-1 Light Manufacturing and Industrial Zone is a zone permitting most fabricating activities except heavy manufacturing and processing of raw materials.

Principle Permitted Uses.

- 1. Accounting, auditing, bookkeeping services
- 2. Ambulance service
- 3. Amusement centers, indoor only
- 4. Animal clinic, indoor only
- 5. Animal clinic, indoor/outdoor
- 6. Arts & crafts studio
- 7. Auction house
- 8. Auto sales & service
- 9. Auto storage and rental
- 10. Automated or coin-operated car wash
- 11. Bakery or bakery goods store
- 12. Bank automated teller facilities, outdoor
- 13. Bank automated teller facilities, indoor
- 14. Bank & savings & loan
- 15. Barber, beauty shop
- 16. Beverage bottling plant

17. Billboard. Billboards may not be placed everywhere in this zone. See special provisions dealing with billboards in Chapter 25, Article 6
18. Boat building (small)
19. Book & stationary store
20. Bus depot
21. Business college, trade school
22. Cabinet shop
23. Church
24. Cleaning plant, commercial
25. Cleaning, laundry agency
26. Clinic
27. Communication facilities including communication tower, such tower not to exceed one hundred fifty (150) feet in height. No guy wires, outrigging, or other supporting structures may extend beyond the foundation of the tower.
28. Community center (public)
29. Concrete batch plant
30. Construction storage yard
31. Confectionery stores
32. Convenience stores w/o dispensing gasoline
33. Convenience stores with dispensing gasoline
34. Convenience warehouse storage facilities.
35. Dairy product processing
36. Dance, music or voice studio
37. Day care center (child care center) or preschool
38. Delicatessen
39. Drive-through photo facility
40. Drive-through (fast food) restaurant
41. Educational and scientific research service
42. Equipment rental and sales yard
43. Feed mill
44. Florist
45. Food processing plant, other than meat
46. Food store, delicatessen
47. Fuel yard
48. Furniture refinishing
49. Furniture/appliance store
50. Gift shop
51. Gymnasium, private
52. Grocery store
53. Hardware store
54. Hospital
55. Hotel
56. Ice manufacture cold storage plant
57. Insurance agency/services
58. Jewelry store
59. Laboratory, medical, dental, optical
60. Laundry, commercial plant
61. Laundromat, self-service
62. Library
63. Lodge or club
64. Lumber yard
65. Machine shop
66. Marriage and family counseling
67. Metal finishing
68. Monument works, stone
69. Mortuary
70. Motel
71. Municipal Uses
72. Nursery for children
73. Nursery for flowers/plants
74. Offices, professional and service

75. Parking lot, garage or facility
- 75.1 Permanent cosmetic facility meeting the conditions set forth at the end of Principle Permitted Uses
76. Pharmacy
77. Photographic studio
78. Planning mill
79. Printing & blueprinting
80. Processing, packaging or fabricating. All processing, packaging or fabricating to be conducted wholly inside a building. Nuisance-producing processing, packaging or fabricating not permitted.
81. Professional membership organizations
82. Professional schools
83. Public garage
84. Public scale
85. Railroad station
86. Recreational vehicle sales lot
87. Recreational vehicle storage lot, outside
88. Recycling center
89. Reducing/Suntanning
90. Restaurant, bar, tavern
91. Retail stores and services
92. Sandblasting
93. Service station-full service
94. Service station-mixed use
95. Service station -self service dispensing of gas only
96. Shoe store
97. Shop for building contractor
98. Sign shop
99. Single family dwellings for living quarters for watchman of commercial or industrial use property, or for hotels and motels, are the only permitted residential uses in this zone.
- 99.1 Tattoo/body piercing establishment meeting the conditions set forth at the end of Principle Permitted Uses
100. Temporary medical housing
101. Terminal yard, trucking
102. Theater, indoor
103. Theater, drive-in
104. Tire shop, recapping
105. Tourist information booth
106. Tractor/trailer parking lot
107. Travel trailer, mobile home, manufactured housing sales lot
108. Truck and tractor repair
109. Used car lot
110. Utility business offices
111. Warehousing/wholesaling facilities
112. Wholesale stores and distributors

All permanent cosmetic facilities and tattoo/body piercing establishments must meet the following conditions:

- a. Prior to operating either of these facilities, the owner/operator/practitioner must first apply for and receive a permit and certificate of occupancy from the City's Development Services Director. The permit is subject to revocation if the permittee at any time fails to comply with the conditions set forth herein.
- b. The permanent cosmetic facility or tattoo/body piercing establishment must be licensed through the State of Nebraska, Department of Health and Human Services and must have their license on file at the City's Department of Planning and Development before performing any work.
- c. The owner/operator/practitioner must comply with any and all Federal, State and Local regulations pertaining to the activity of tattoo artistry, body piercing, and branding on the human skin as well as permanent color technology regulations.
- d. There must be a separate room for each operator/practitioner to perform work with solid walls covered in material that can be cleaned and sanitized.

- e. The operator/practitioner must submit to regular or unannounced inspections by the Department of Planning and Development, the Scotts Bluff County Department of Health, and any other authority in power to regulate such activities.
- f. The operator/practitioner must positively identify each client and keep record of the client's name, age, mailing address and telephone number and not dispose of such information for a period of at least five (5) years. Any transfer in ownership or operation of the facility will result in revocation of the permit.
- g. The operator/practitioner may not perform work on anyone eighteen (18) years of age or younger without written permission from the minor's parent(s) or legal guardian.

Special Permit Uses.

1. Fertilizer mixing and storage plant
2. Junk yard
3. Petroleum storage
4. Scrap metal processing facility
5. Solid waste transfer station
6. Temporary building or contractor's storage and construction yard, incidental to the construction of a residential development or a real estate sales office to be used in marketing lots in a new subdivision, may be permitted if such a building or structure complies with all height and area requirements.
7. Temporary building may be permitted if such building complies with all height and area requirements, and the use complies, except for the fact that the building is a temporary one, with all use requirements for the Zone.
8. Temporary storage of grain, for not to exceed sixty (60) consecutive days (and a permit for which may be renewed for not to exceed sixty (60) consecutive days), outside a building or structure subject the following additional conditions, to be set forth in the permit:
 - a. the grain shall be placed on a concrete floor or some other type of water-proof material that, as determined by the Development Services Director, is equal to a concrete floor,
 - b. no part of the grain shall be placed, or caused or permitted to be closer to any property line than any building setback line that has been platted or is required in the zone to which the tract of land is subject,
 - c. the permit shall be subject to revocation by the Commission. if the Commission, subsequent to granting the permit, shall determine that the grain, or conditions incidental thereto, or the manner in which the grain is being handled constitutes a public nuisance; and, upon such a determination, the holder of the permit shall promptly comply with any order of the Commission concerning removal or other disposition of the grain.
 - d. Provided, no permit for such a use shall be issued and delivered until the permittee shall have executed and delivered to the Development Services Director a written agreement which, as determined by the Director, indemnifies and holds harmless the City, its officers and employees and members of the Planning Commission, against any and all claims of liability for injuries or damages to persons or property caused, in whole or in part, by the presence of the grain: by conditions occurring, in whole or in part, because of presence of the grain or the manner in which the grain is delivered, piled, moved, removed, or otherwise handled; and by any acts of commission or omission on the part of any persons, whether or not the permittee or third persons for whose acts or omissions liability otherwise might or might not be imputable to the permittee. The terms "warehousing" and "wholesaling" shall not be construed to apply to the storage of grain outside a building or structure.

Performance Standards.

1. Area & bulk regulations.

Use	Minimum Lot Size (sq.ft.)	Minimum Lot Width (ft.)	Maximum Coverage (%)	Maximum # Dwelling Units	Front (ft.)	Setbacks (ft.)	Interior Side (ft.)	Side Street (sq.ft.)	Floor Area (ft.)	Maximum Height
Garage	none	-	-	-	Cor20	A	B	-	-	70
							12.5			

Minimum Lot Area / Dwelling Unit - DU not allowed

- A. No minimum rear yard setback is required except for a lot abutting the side of a lot

- in either an R or OP Zone, in which case the minimum rear yard setback is fifteen (15) feet. If a public alley separates such lots, no rear yard is required.
- B. No minimum interior side yard setback is required except for a lot whose side abuts the side of a lot in either an R or OP Zone, in which latter case the minimum interior side yard setback is five (5) feet. If a public alley separates such lots, no side yard is required.
 - C. The required minimum R Zone setback applies if the frontage between two (2) streets separates an R Zone and either a C Zone, M Zone or OP Zone. If all frontage between two (2) streets is in either a C or M Zone, no front setback is required.
- 2. Accessory building/garage; detached
 - A. A detached accessory building must be located at least ten (10) feet from the main building.
 - B. On an existing reversed corner lot, a detached accessory building or garage may project into the side yard nearest the rear lot line if it does not extend beyond the front yard setback of the main structure, and if entrance to the garage is from the side street the garage must be set back from the side street property line a distance of not less than twenty (20) feet.
 - 3. Accessory building, attached.
 - A. A building which if detached from the main building would constitute an accessory building may be connected to the main building by a breezeway or similar structure, and in such event shall meet all requirements for the main building.”

Section 6. §25-3-18. M-2 Heavy manufacturing and industrial of the Scottsbluff Municipal Code is amended to read as follows:

“25-3-18. M-2 Heavy Manufacturing and Industrial.

Intent: The intent of an M-2 Heavy Manufacturing and Industrial Zone is a zone permitting the manufacture and processing of goods from raw materials.

Principle Permitted Uses.

1. Accounting, auditing, bookkeeping services
2. Ambulance service
3. Amusement centers, indoor only
4. Animal clinic, indoor only
5. Animal clinic, indoor/outdoor
6. Arts & crafts studio
7. Auction house
8. Auto sales & service
9. Auto storage and rental
10. Automated or coin-operated car wash
11. Bakery or bakery goods store
12. Bank automated teller facilities, outdoor
13. Bank automated teller facilities, indoor
14. Bank & savings & loan
15. Barber, beauty shop
16. Beverage bottling plant
17. Billboard. Billboards may not be placed everywhere in this zone. See special provisions dealing with billboards in Chapter 25, Article 6
18. Boat building (small)
19. Book & stationary store
20. Bus depot
21. Business college, trade school
22. Cabinet shop
23. Church
24. Cleaning plant, commercial
25. Cleaning, laundry agency
26. Clinic
27. Communication facilities including communication tower, such tower not to exceed one hundred fifty (150) feet in height. No guy wires, outrigging, or other supporting structures may extend beyond the foundation of the tower.
28. Community center (public)
29. Concrete batch plant

30. Confectionery stores
31. Construction storage yard
32. Convenience stores w/o dispensing gasoline
33. Convenience stores with dispensing gasoline
34. Convenience warehouse storage facilities.
35. Dairy product processing
36. Dance, music or voice studio
37. Day care center (child care center) or preschool
38. Delicatessen
39. Drive-through photo facility
40. Drive-through (fast food) restaurant
41. Educational and scientific research service
42. Equipment rental and sales yard
43. Feed mill
44. Florist
45. Food processing plant, other than meat
46. Food store, delicatessen
47. Fuel yard
48. Furniture refinishing
49. Furniture/appliance store
50. Gift shop
51. Gymnasium, private
52. Grocery store
53. Hardware store
54. Hospital
55. Hotel
56. Ice manufacture cold storage plant
57. Insurance agency/services
58. Jewelry store
59. Laboratory, medical, dental, optical
60. Laundry, commercial plant
61. Laundromat, self-service
62. Library
63. Lumber yard
64. Machine shop
65. Marriage and family counseling
66. Meat packing
67. Metal finishing
68. Monument works, stone
69. Mortuary
70. Motel
71. Municipal Uses
72. Nursery for children
73. Nursery for flowers/plants
74. Offices, professional and service
75. Parking lot, garage or facility

75.1 Permanent cosmetic facility meeting the conditions set forth at the end of Principle Permitted Uses

76. Petroleum storage
77. Pharmacy
78. Photographic studio
79. Planning mill
80. Printing & blueprinting
81. Processing, packaging or fabricating
82. Professional membership organizations
83. Professional schools
84. Public garage.
85. Public scale
86. Railroad station
87. Railroad yard or shops
88. Recreational vehicle sales lot

89. Recreational vehicle storage lot, outside
90. Recycling center
91. Reducing/Suntanning
92. Restaurant, bar, tavern
93. Retail stores and services
94. Sandblasting
95. School
96. Service station-full service
97. Service station-mixed use
98. Service station -self service dispensing of gas only
99. Shoe store
100. Shop for building contractor
101. Sign shop
102. Single family dwellings for living quarters for watchman of commercial or industrial use property, or for hotels and motels, are the only permitted residential uses in this zone.
- 102.01 ——— Tattoo/body piercing establishment meeting the conditions set forth at the end of Principle Permitted Uses
103. Temporary medical housing
104. Terminal yard, trucking
105. Theater, indoor
106. Theater, drive-in
107. Tire shop, recapping
108. Tourist information booth
109. Tractor/trailer parking lot
110. Travel trailer, mobile home, manufactured housing sales lot
111. Truck and tractor repair
112. Used car lot
113. Utility business offices
114. Warehousing/wholesaling facilities
115. Wholesale stores and distributors

All permanent cosmetic facilities and tattoo/body piercing establishments must meet the following conditions:

- a. Prior to operating either of these facilities, the owner/operator/practitioner must first apply for and receive a permit and certificate of occupancy from the City's Development Services Director. The permit is subject to revocation if the permittee at any time fails to comply with the conditions set forth herein.
- b. The permanent cosmetic facility or tattoo/body piercing establishment must be licensed through the State of Nebraska, Department of Health and Human Services and must have their license on file at the City's Department of Planning and Development before performing any work.
- c. The owner/operator/practitioner must comply with any and all Federal, State and Local regulations pertaining to the activity of tattoo artistry, body piercing, and branding on the human skin as well as permanent color technology regulations.
- d. There must be a separate room for each operator/practitioner to perform work with solid walls covered in material that can be cleaned and sanitized.
- e. The operator/practitioner must submit to regular or unannounced inspections by the Department of Planning and Development, the Scotts Bluff County Department of Health, and any other authority in power to regulate such activities.
- f. The operator/practitioner must positively identify each client and keep record of the client's name, age, mailing address and telephone number and not dispose of such information for a period of at least five (5) years. Any transfer in ownership or operation of the facility will result in revocation of the permit.
- g. The operator/practitioner may not perform work on anyone eighteen (18) years of age or younger without written permission from the minor's parent(s) or legal guardian.

Special Permit Uses.

1. Asphalt Batch Plant
2. Fertilizer mixing and storage plant
3. Junk yard
4. Kennel, dog

5. Livestock auction or holding pens
6. Rendering plants
7. Scrap metal processing facility
8. Second dwelling for relatives, employees
9. Solid waste transfer station
10. Tanning, curing, storage of skins or hides
11. Temporary building or contractor’s storage and construction yard, incidental to the construction of a residential development or a real estate sales office to be used in marketing lots in a new subdivision, may be permitted if such a building or structure complies with all height and area requirements for the zone.
12. Temporary building may be permitted if such building complies with all height and area requirements, and the use complies, except for the fact that the building is a temporary one, with all use requirements for the Zone.
13. Temporary storage of grain, for not to exceed sixty (60) consecutive days (and a permit for which may be renewed for not to exceed sixty (60) consecutive days), outside a building or structure subject the following additional conditions, to be set forth in the permit:
 - a. the grain shall be placed on a concrete floor or some other type of water-proof material that, as determined by the Development Services Director, is equal to a concrete floor,
 - b. no part of the grain shall be placed, or caused or permitted to be closer to any property line than any building setback line that has been platted or is required in the zone to which the tract of land is subject,
 - c. the permit shall be subject to revocation by the Commission. if the Commission, subsequent to granting the permit, shall determine that the grain, or conditions incidental thereto, or the manner in which the grain is being handled constitutes a public nuisance; and, upon such a determination, the holder of the permit shall promptly comply with any order of the Commission concerning removal or other disposition of the grain.
 - d. Provided, no permit for such a use shall be issued and delivered until the permittee shall have executed and delivered to the Development Services Director a written agreement which, as determined by the Director, indemnifies and holds harmless the City, its officers and employees and members of the Planning Commission, against any and all claims of liability for injuries or damages to persons or property caused, in whole or in part, by the presence of the grain: by conditions occurring, in whole or in part, because of presence of the grain or the manner in which the grain is delivered, piled, moved, removed, or otherwise handled; and by any acts of commission or omission on the part of any persons, whether or not the permittee or third persons for whose acts or omissions liability otherwise might or might not be imputable to the permittee. The terms “warehousing” and “wholesaling” shall not be construed to apply to the storage of grain outside a building or structure.

Performance Standards.

1. Area & bulk regulations.

Use	Minimum Lot Size (sq.ft.)	Minimum Lot Width (ft.)	Maximum Coverage (%)	Maximum # Dwelling Units	Front (ft.)	Setbacks Rear (ft.)	Interior Side (ft.)	Side (sq.ft.)	Street (sq.ft.)	Floor Area (ft.)	Maximum Height
Garage	none	-	-	none	20	A B	-	-	-	75	12.5

Minimum Lot Area / Dwelling Unit - DU not allowed

- A. No minimum rear yard setback is required except for a lot abutting the side of a lot in either an R or OP Zone, in which case the minimum rear yard setback is fifteen (15) feet. If a public alley separates such lots, no rear yard is required.
 - B. No minimum interior side yard setback is required except for a lot whose side abuts the side of a lot in either an R or OP Zone, in which latter case the minimum interior side yard setback is five (5) feet. If a public alley separates such lots, no side yard is required.
- 2. Accessory building/garage; detached**
- A. A detached accessory building must be located at least ten (10) feet from the main building.
 - B. On an existing reversed corner lot, a detached accessory building or garage may

project into the side yard nearest the rear lot line if it does not extend beyond the front yard setback of the main structure, and if entrance to the garage is from the side street the garage must be set back from the side street property line a distance of not less than twenty (20) feet.

3. Accessory building, attached.

- A. A building which if detached from the main building would constitute an accessory building may be connected to the main building by a breezeway or similar structure, and in such event shall meet all requirements for the main building. (Ord. 3951, 2007; Ord. 3985, 2009)

Section 7. Previously existing Sections 25, Article 2 and Chapter 25, Article 3 and all other Ordinances and parts of Ordinances in conflict herewith are repealed. Provided, however, 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 8. This Ordinance shall become effective upon its passage, approval as provided by law, and publication shall be in pamphlet form.

PASSED AND APPROVED on _____, 2016.

Mayor

ATTEST:

City Clerk

(Seal)

City of Scottsbluff, Nebraska

Monday, May 2, 2016

Regular Meeting

Item Public Inp1

Council to consider a claim from American Family Insurance on behalf of Randall Baum for property damage.

Staff Contact: Mark Bohl, Public Works Director

West Nebraska Claims
Service
P.O. Box 140
Scottsbluff, NE 69363-
0140
wncs-sb@wncs.net
308-632-4161
308-632-4055 - fax

LOSS REPORT

Status

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

Report #: 0
Catastrophe Number:
Policy Number: UNAVAILABLE
Claim Number: UNAVAILABLE
Date of Loss: 3/12/2016
Type of Loss: Property damage
File Number: SB16-0076

ENCLOSURES:

Estimate, Photos (0), Diagrams

COVERAGE:

Property Damage

\$0.00

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

ASSIGNMENT:

Thank you for this assignment in Scottsbluff, NE. We received the assignment on March 31, 2016, contact was made with Randy Baum on March 31, A physical inspection of the claimant's property was on April 4, 2016.

LOSS:

The claimant reports a sewer backup to the basement of his home. The home is 90% finished in the basement, the only room not finished was the laundry room. Sewer water backed up from the basement bathroom shower and the utility room floor drain. The sewer water then entered all of the rooms in the basement causing damage to the carpet and carpet pad. The family room also had damage to the drywall and base board. There were also contents damaged, but those items had already be tossed, however, I was able to see photos of the damage contents from photos the claimant had taken.

PHOTOS:

Attached are photos of the house and basement. When I was present, the drywall had already been repaired and the walls had been painted. The new carpet was being installed the day I was there. Please review the photos and if you have any questions, please advise.

DAMAGES:

Attached is my estimate for the damage sustained to the claimant's property. The total amount of the loss was \$14,977.82 and the non-recoverable depreciation was in the amount of \$2,531.71 for a actual cash value loss of \$12,446.11. The claimant's insurance company had a total amount of \$13,615.05 less non-recoverable depreciation of \$2,240.44 for an actual cash value loss of \$11,374.61. The claimant had a limit on the sewer back up of \$10,000.00. My estimate of repair and the estimate from American Family is pretty close other than I added some additional labor the claimant's incurred in sorting and re-boxing contents. I feel my estimate is a complete estimate. I did allow to detach and reset the fiberglass shower unit, so that it could be cleaned underneath the shower unit, I don't feel that shower unit needs to be replaced.

Please review the attached estimate of repair and if you have any questions, please advise.

RECOMMENDATIONS:

Please review and if you have any questions, please advise. Thank you again for this assignment.



March 21, 2016

CITY OF SCOTTSBLUFF
ATTN WASTEWATER MANAGEMENT
2525 CIRCLE DR
SCOTTSBLUFF NE 69361-1779

39-ESK001

RE: Your Insured Name: City of Scottsbluff
Your File Number: unk
Our Claim Number: 00-825-055621 3951
Our Insured: Randall R & Tonya R Baum
Date of Accident: March 12, 2016
Total Claim: \$13,615.05
Company Portion: \$10,000.00
Insured's Deductible: \$1,000.00

Dear City Of Scottsbluff:

We are notifying you that American Family Mutual Insurance Company has now made payment on the above referenced claim and our supporting documentation and proof of payment is enclosed.

The facts support that this incident was caused by your insured's negligence. Please forward the total claim amount indicated. We will reimburse our insured their deductible.

Thank you for your attention to this matter. When sending correspondence, please include 'Attn: Subrogation Dept'.

Respectfully,

Eileen S Kayfes
Subrogation Senior Adjuster
American Family Mutual Insurance Company
1-800-MYAMFAM (1-800-692-6326) X 66170
ekayfes@amfam.com
www.amfam.com/claims

Enc:

March 25, 2016

City of Scottsbluff, NE
2525 Circle Dr
Scottsbluff, NE 69361

Attn: Cindy Dickinson, City Clerk
RE: Sewer backup at 3612 Maple Dr, Scottsbluff, NE

To Whom It May Concern:

On Saturday, March 12th, 2016, we found we were having difficulty in flushing the downstairs toilet. We also noticed that there was sewer water backup about 2 inches deep in the downstairs shower. The downstairs storage/utility room was also under water about 2 inches deep and going under and through the wall and damaging sheet rock from the storage room to the family room soaking and destroying carpet and furniture. We immediately contacted Steve Hessler with Budget Drain. He arrived about 2:00 and preceded to run a snake through the clean out of our private sewer. It was determined that the City sewer was plugged and the manhole was checked located in front of the residence at 3612 Maple Drive and found that the City sewer was completely backed up and not flowing. Sewer water was close to the top of the manhole cover. We contacted City Wastewater Department and Gary's Cleaning and Restoration.

Two employees with the City Wastewater Department arrived with a jetter sewer clean out truck. One City employee stated that he thought the problem was with Perkins dumping grease in the sewer and Steve Hessler stated that he cleans Perkins sewer every other month and cameras the sewer line. We contacted Jim Trumbull and he talked to the two City employees working in front of Perkins with the jetter truck and the sewer was running normally at that location. The problem was located somewhere West of Hampton Inn and our residence. It took approximately 2 hours from the time of contacting the Wastewater Department to drain the sewer out of our basement. Gary's Cleaning arrived shortly after the City Department and began the clean up of the bathroom, storage room, and family room. Items on the floor that were contaminated and destroyed were removed from our home and placed in the backyard.

On Monday, March 14th 2016, the jetter clean out truck and camera truck were once again at the area by Perkins and Hampton Inn which indicated to us that a problem still existed. The gentleman in the Camera truck was questioned and he stated that this was a problem area and they were going to schedule periodic maintenance going forward.

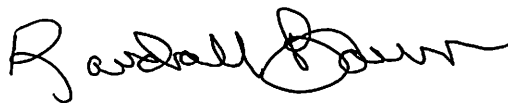
An adjuster for American Family Insurance arrived on Monday, March 14th to survey the damage. Our homeowners insurance policy includes a sewer backup limit from an outside source of \$10,000.00 with a \$1,000.00 deductible and also depreciation of personal property. The adjuster estimated a total loss of

\$13,336.01 before depreciation. There was a depreciation of \$2,240.44. This amount does not include the cost to replace the basement shower. Gary's Restoration removed fans & dehumidifiers on Monday, March 14th. They stated that Category 3 sewer went under the shower from the open wall to the utility room and the shower needs to be replaced.

We lost personal items that have no monetary value and mean nothing to anyone but us – family belongings, pictures, etc. not to mention the many hours that we have spent in the cleanup of this event. New guitar that was purchased 7/29/15 (\$1,100.00) totally destroyed because it was leaning against a wall in the family room.

American Family adjustor determined a total damage loss of \$13,336.01, but does not include the damage cost to replace downstairs shower, (\$1,900.00) plus \$300.00 sheet rock replacement after show is installed.





Memo

To: Cindy Dickinson, City Clerk
From: Lynn Garton, Water Reclamation Supervisor
cc: Mark Bohl, Public Works Director
Date: March 16, 2016
Re: 3612 Maple Drive Sewer Call

Randy Baum

On March 12, 2016 at approximately 2:10 p.m. Dave Rotherham received a call from the Scotts Bluff County Communication Center in reference to a potential sewer back up at 3612 Maple Drive. Dave contacted Anthony (Tony) Koerner to assist with the response.

Dave and Tony arrived on site at approximately 2:45 p.m. and began inspecting manholes to find the potential blockage. After checking the manholes along the 15 inch main transmission line running next to the Scottsbluff Drain between Highway 26 and West 36th Street it was determined that 6 of the manholes had standing water indicating some sort of blockage. At that time the manhole (#5159) in front of Perkins did show a slow flow so jetting of the line was performed from that point back to the west some 425 feet to manhole #5155 by Avenue D. At approximately 290 feet the sewer jet hit resistance. Once the jet head had pushed through the resistance water in the upstream manholes began to reseed. After a short period all standing water in the manholes had gone down and flows returned to normal. At that time it could not be determined visually what the exact cause was of the blockage or resistance in the line.

On Monday March 14th the collection crew returned to the area to perform a televised inspection of mainline 25-5455-5159 where the restriction was noticed. The entire line was televised and nothing was seen that could be positively identified as the cause of the blockage. There were no noticeable problems observed to the line in question. The owner of the home in question was contacted by Tony and delivered a backup packet. This line will be put on our weekly check list and monitored for a period of 6 months.

City of Scottsbluff
Wastewater Treatment Plant Sewer Call Work Record

Reviewed by Supervisor: Ull

Date: 3/12/16 Time of Call: 2:10 Received By: Call Center Given to: Dave Time Given: 2:15
 Caller: Comm. Center Phone #: _____ Owner if Known: Randy Baum
 Location / Address: 3612 Maple Dr
 Work Request: Sewer backing up into house. Owner would like us to check city main.

WORK PERFORMED

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

1) Time of Arrival: 2:45 pm

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

Between	And...	On (What St or Ave)	Flow in Manholes: Write what was found below.	Picture Taken Yes or No
Example: E 16 th St	E 17 th St	12 th Ave	Normal	Yes
Maple Dr	Ave. B	W 36 th St	standing water in manholes	Yes

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

_____ I informed the customer that they will need to contact a plumber to assist them with their private lines as the City's manholes have been checked in the area and the flow is okay. Who did you inform _____
 or _____ I informed the plumber that they will need to take a closer look at the customer's private lines as the City's manholes have been checked in the area and the flow is okay. Who did you inform _____

or: Cleaning performed: After checking manholes along the ditch along between Hwy 26 and W. 36th St, standing water was seen in six manholes. The manhole in front of Perkins (5159) had slow flow so cleaning was performed from there 425 ft. west to manhole 5155 by Ave D. At about 290 feet the sewer jet head hit resistance. After the jet pushed through, water in the other manholes over →

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

5) Number of feet jetted: 425 feet

5) If jetting was performed and the flows in manholes were normal, explain why we went ahead and jetted the City's main lines.
flow was not normal

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

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

9) Who did you give the letter and brochure to? owner of 3612 Maple Dr. on 3-15-16

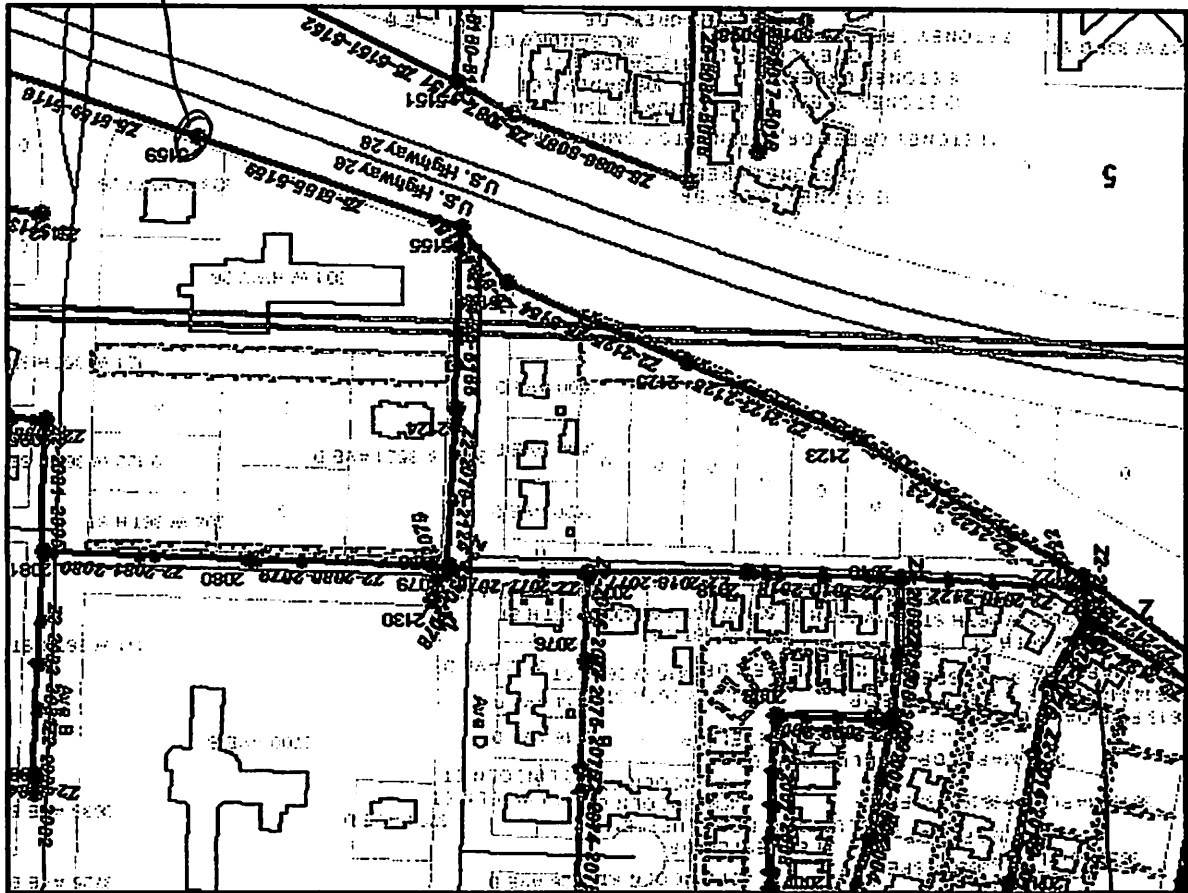
10) Date Completed: 3/14/16 11) Personnel Time Involved 8

12) Sewer JET Hours Involved 6 13) Sewer CAMERA hours involved: 5

14) Work Performed By: Tony, Robbitt, Dale Eddie, Dave

REMINDER, please do not put work order away until secretary has initialed it after recording.
 Secretary initial here U Record # 0312161

MH cleaned
from



Property of
sewer call



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

Started going down and flow returned to normal, on Monday March 14th The main line 25-5155-5159, where slow flow was noticed on Saturday, was inspected and no infrastructure problems were observed.

Cln: 00-825-055621 / BAUM, RANDALL R & TONYA R

DOL: 03/12/2016

Policy: 26BH4407-01

CAT:


Financial Summary & Transactions

Filtered by: Trans Type: Payment Category: Loss Class: Claim

Loss Payments:	\$10,000.00	Loss Credits:	Expense Payments:	Expense Credits:
Claim:	\$10,000.00	Claim:	Legal:	Legal:
Salvage:		Salvage:	Medical:	Medical:
Subrogation:		Subrogation:	Other:	Other:

Display By: Chronological Order

Displaying 1 item(s). Sorted By: Descending Trans Date

Trans Date	Trans #	Transaction	Pay To / Payor	Party - Peril	Amount	Status
03/15/2016	0001410129	Payment - Loss - Claim	RANDALL AND TONYA BAUM	BAUM, RANDALL R & TONYA R Sewer Back Up/Sump Pump Overflow (R19): \$10,000.00 	\$10,000.00	Reconciled
Trans Message: A LOSS OCCURRING ON 03/12/2016 \$1,000 DEDUCTIBLE APPLIED						



March 17, 2016

Scanning Center
6000 American Parkway
Madison, WI 53783-0001
Phone: 308-641-8081
Email: jhoebelh@amfam.com

BAUM, RANDALL R & TONYA R
3612 MAPLE DR
SCOTTSBLUFF, NE 69361-4791

Claim Number: 00825055621
Date of Loss: 3/12/2016

The attached estimate of damages has been prepared for your property. The estimate has used common prices for labor and material from your area.

Enclosed is our draft for the actual cash value (today's replacement cost less depreciation) of your damaged property. For Dwelling and Structure damages, we may have included your mortgage company, **PNC BANK NA ITS SUCCESSORS AND/OR ASSIGNS ATIMA**, on the draft as required by your policy.

Summary For Sewer Back-up/Sump Pump

Replacement Cost Value	Less Recoverable Depreciation	Less Non Recoverable Depreciation	Actual Cash Value (ACV)
\$13,615.05	(\$2,240.44)		\$11,374.61
Less Deductible			(\$1,000.00)
Less Amount Over Limit(s)			(\$374.61)
Total ACV Settlement			\$10,000.00
Less ACV Payments Made			(\$10,000.00)
Total Outstanding ACV Settlement			\$0.00

See the enclosed estimate for details of your settlement which may include other itemized details not shown above.

If you wish to make a claim for the recoverable depreciation amount, you must do **TWO** things:

1. You must have the item(s) replaced or repaired within one year from your date of loss. *Exception: Georgia and Washington policies ONLY - Please refer to your policy language as well as the section of this estimate titled Claiming Recoverable Depreciation following the Estimate Recap or Coverage Limit Details sections.
2. You must submit a final repair bill or purchase receipt showing the item(s) has been repaired or replaced.

The attached estimate is what we expect to be the reasonable cost to repair or replace the property. This estimate may not include permit fees. If total charges for repair/replacement plus permits exceed the amount shown here for that repair/replacement, prior to any deductible, then additional amounts may be payable. If the actual cost is more or less, the final payment will be adjusted accordingly. If you wish, you may repair or replace with higher quality items, however, you will be responsible for any increase in cost.

Please refer to your policy under either **CONDITIONS - SECTION I** or **HOW WE SETTLE LOSSES - SECTION I** for further details on determining your loss settlement.

Please present this estimate to a contractor or repair facility of your choice **BEFORE** you authorize the start of repairs. If any additional damage or costs are identified, for which you believe we should be responsible, they must be approved by a



representative of American Family Insurance prior to having the additional work done. If you, your contractor, or repair facility have any questions, please contact us at (308) 641-8081.

American Family Insurance appreciates your business.

Thank You,
Joe Hoebelheinrich



American Family Insurance Group

Insured: BAUM, RANDALL R & TONYA R
3612 MAPLE DR
SCOTTSBLUFF, NE 69361-4791

Phone: (308) 641-4538

Claim Rep.: Joe Hoebelheinrich
Estimator: Joe Hoebelheinrich

Claim Number: 00825055621

Policy Number: 26BH440701

Type of Loss: Water/Plumbing

Coverage	Deductible	Policy Limit
Dwelling	\$0.00	\$283,700.00
Contents	\$0.00	\$212,800.00
Sewer Back-up/Sump Pump	\$1,000.00	\$10,000.00

Date Contacted: 3/14/2016 11:30 AM

Date of Loss: 3/12/2016 1:00 PM

Date Est. Completed: 3/17/2016 9:17 AM

Price List: NESC8X_MAR16_1
Restoration/Service/Remodel

Estimate Recap For Sewer Back-up/Sump Pump

Description	RCV	Recoverable Depreciation	Non-recoverable Depreciation	ACV
Main Level - Family Room	4,007.83	765.00	0.00	3,242.83
Main Level - Utility Room	459.12	0.00	0.00	459.12
Main Level - Bathroom	414.05	0.00	0.00	414.05
Main Level - Bedroom	854.81	179.52	0.00	675.29
Main Level - Living Room	865.94	181.96	0.00	683.98
Main Level - gun room	865.94	181.96	0.00	683.98
Main Level - Closet	176.47	31.08	0.00	145.39
Main Level - Stairs	483.74	20.21	0.00	463.53
Main Level - Water mitigation	1,104.65	0.00	0.00	1,104.65
Main Level - Contents	4,382.50	880.71	0.00	3,501.79
	13,615.05	2,240.44	0.00	11,374.61

IMPORTANT - Please read the definitions below

What is replacement cost (RCV)?

Replacement cost is the cost to repair the damaged item with an item of like kind and quality, without deduction for depreciation.

What is depreciation?

Depreciation is the amount deducted from the replacement cost based upon the age and condition of the item being replaced.

What is actual cash value (ACV)?

Actual cash value is based on the cost to repair or replace the damaged item with an item of like kind and quality, less depreciation.



Coverage Limit Details

Coverage	Aggregate Limit	Single Item Limit	Overage
Sewer Back-up/Sump Pump	\$10,000.00		\$3,615.05
Subtotal			\$3,615.05
Less Deductible			(\$1,000.00)
		Amount Over Limit(s)	\$2,615.05

Total Amount Over Limit(s): \$2,615.05



BAUM__RANDALL_R_&_TO

Main Level

Family Room

Height: 8'

798.67 SF Walls

523.50 SF Floor

523.50 SF Ceiling

58.17 SY Flooring

1,322.17 SF Walls & Ceiling

99.83 LF Floor Perimeter

99.83 LF Ceil. Perimeter

Description	Qty	Unit Price	Replacement Cost Total	Depreciation	Actual Cash Value
1. Water extraction from carpeted floor - Cat 3 water - Heavy	523.50 SF	\$1.27	\$664.85	-\$0.00	\$664.85
2. Apply anti-microbial agent	523.50 SF	\$0.17	\$89.00	-\$0.00	\$89.00
3a. Remove Carpet pad	523.50 SF	\$0.07	\$36.65	-\$11.00 (3/10yr)	\$25.65
3b. Replace Carpet pad	523.50 SF	\$0.55	\$287.93	-\$86.38 (3/10yr)	\$201.55
4. Remove Carpet	523.50 SF	\$0.18	\$94.23	-\$28.27 (3/10yr)	\$65.96
5. Replace Carpet	602.03 SF	\$2.68	\$1,613.44	-\$484.03 (3/10yr)	\$1,129.41
15 % waste added for Carpet.					
6. Contents - move out then reset	1.00 EA	\$34.43	\$34.43	-\$0.00	\$34.43
7a. Remove 1/2" - drywall per LF - up to 2' tall	49.92 LF	\$1.42	\$70.89	-\$0.00	\$70.89
7b. Replace 1/2" - drywall per LF - up to 2' tall	49.92 LF	\$6.72	\$335.46	-\$0.00	\$335.46
8. Replace Texture drywall - heavy hand texture	200.00 SF	\$0.71	\$142.00	-\$0.00	\$142.00
9. Paint the walls - one coat	798.67 SF	\$0.51	\$407.32	-\$135.77 (5/15yr)	\$271.55
10a. Remove Baseboard - 5 1/4"	49.92 LF	\$0.32	\$15.97	-\$0.53 (5/150yr)	\$15.44
10b. Replace Baseboard - 5 1/4"	49.92 LF	\$3.53	\$176.22	-\$5.87 (5/150yr)	\$170.35
BAUM, RANDALL R & TONYA R		00825055621		3/17/2016	Page: 6

Family Room continued...

Description	Qty	Unit Price	Replacement Cost Total	Depreciation	Actual Cash Value
11. Paint baseboard, oversized - one coat	49.92 LF	\$0.79	\$39.44	-\$13.15 (5/15yr)	\$26.29
Totals			\$4,007.83	-\$765.00	\$3,242.83

Utility Room
Height: 8'

494.67 SF Walls
232.07 SF Floor

232.07 SF Ceiling
25.79 SY Flooring

726.74 SF Walls & Ceiling
61.83 LF Floor Perimeter
61.83 LF Ceil. Perimeter

Description	Qty	Unit Price	Replacement Cost Total	Depreciation	Actual Cash Value
12. Water extraction from carpeted floor - Cat 3 water - Heavy	232.07 SF	\$1.27	\$294.73	-\$0.00	\$294.73
13. Apply anti-microbial agent	232.07 SF	\$0.17	\$39.45	-\$0.00	\$39.45
14. Contents - move out then reset	1.00 EA	\$34.43	\$34.43	-\$0.00	\$34.43
15. Clean floor - Heavy	232.07 SF	\$0.39	\$90.51	-\$0.00	\$90.51
Totals			\$459.12	-\$0.00	\$459.12

Bathroom
Height: 8'

273.33 SF Walls
72.46 SF Floor

72.46 SF Ceiling
8.05 SY Flooring

345.79 SF Walls & Ceiling
34.17 LF Floor Perimeter
34.17 LF Ceil. Perimeter

Description	Qty	Unit Price	Replacement Cost Total	Depreciation	Actual Cash Value
16. Water extraction from carpeted floor - Cat 3 water - Heavy	72.46 SF	\$1.27	\$92.02	-\$0.00	\$92.02
17. Apply anti-microbial agent	72.46 SF	\$0.17	\$12.32	-\$0.00	\$12.32
65. Replace Fiberglass shower unit - Detach & reset	1.00 EA	\$309.71	\$309.71	-\$0.00	\$309.71

BAUM, RANDALL R & TONYA R

00825055621

3/17/2016

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Bathroom continued...

Description	Qty	Unit Price	Replacement Cost Total	Depreciation	Actual Cash Value
Totals			\$414.05	-\$0.00	\$414.05

Bedroom
Height: 8'

397.33 SF Walls
154.15 SF Floor

154.15 SF Ceiling
17.13 SY Flooring

551.48 SF Walls & Ceiling
49.67 LF Floor Perimeter
49.67 LF Ceil. Perimeter

Description	Qty	Unit Price	Replacement Cost Total	Depreciation	Actual Cash Value
19. Water extraction from carpeted floor - Cat 3 water - Heavy	154.15 SF	\$1.27	\$195.77	-\$0.00	\$195.77
20. Apply anti-microbial agent	154.15 SF	\$0.17	\$26.21	-\$0.00	\$26.21
21a. Remove Carpet pad	154.15 SF	\$0.07	\$10.79	-\$3.24 (3/10yr)	\$7.55
21b. Replace Carpet pad	154.15 SF	\$0.55	\$84.78	-\$25.43 (3/10yr)	\$59.35
22. Remove Carpet	154.15 SF	\$0.18	\$27.75	-\$8.33 (3/10yr)	\$19.42
23. Replace Carpet	177.27 SF	\$2.68	\$475.08	-\$142.52 (3/10yr)	\$332.56
15 % waste added for Carpet.					
24. Contents - move out then reset	1.00 EA	\$34.43	\$34.43	-\$0.00	\$34.43
Totals			\$854.81	-\$179.52	\$675.29

Living Room
Height: 8'

400.00 SF Walls
156.24 SF Floor

156.24 SF Ceiling
17.36 SY Flooring

556.24 SF Walls & Ceiling
50.00 LF Floor Perimeter
50.00 LF Ceil. Perimeter

Description	Qty	Unit Price	Replacement Cost Total	Depreciation	Actual Cash Value
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25. Water extraction from carpeted floor - Cat 3 water - Heavy

Living Room continued...

Description	Qty	Unit Price	Replacement Cost Total	Depreciation	Actual Cash Value
	156.24 SF	\$1.27	\$198.42	-\$0.00	\$198.42
26. Apply anti-microbial agent	156.24 SF	\$0.17	\$26.56	-\$0.00	\$26.56
27a. Remove Carpet pad	156.24 SF	\$0.07	\$10.94	-\$3.28 (3/10yr)	\$7.66
27b. Replace Carpet pad	156.24 SF	\$0.55	\$85.93	-\$25.78 (3/10yr)	\$60.15
28. Remove Carpet	156.24 SF	\$0.18	\$28.12	-\$8.44 (3/10yr)	\$19.68
29. Replace Carpet	179.68 SF	\$2.68	\$481.54	-\$144.46 (3/10yr)	\$337.08
15 % waste added for Carpet.					
30. Contents - move out then reset	1.00 EA	\$34.43	\$34.43	-\$0.00	\$34.43
Totals			\$865.94	-\$181.96	\$683.98

gun room
Height: 8'

400.00 SF Walls
156.24 SF Floor

156.24 SF Ceiling
17.36 SY Flooring

556.24 SF Walls & Ceiling
50.00 LF Floor Perimeter
50.00 LF Ceil. Perimeter

Description	Qty	Unit Price	Replacement Cost Total	Depreciation	Actual Cash Value
31. Water extraction from carpeted floor - Cat 3 water - Heavy	156.24 SF	\$1.27	\$198.42	-\$0.00	\$198.42
32. Apply anti-microbial agent	156.24 SF	\$0.17	\$26.56	-\$0.00	\$26.56
33a. Remove Carpet pad	156.24 SF	\$0.07	\$10.94	-\$3.28 (3/10yr)	\$7.66
33b. Replace Carpet pad	156.24 SF	\$0.55	\$85.93	-\$25.78 (3/10yr)	\$60.15
34. Remove Carpet	156.24 SF	\$0.18	\$28.12	-\$8.44 (3/10yr)	\$19.68

BAUM, RANDALL R & TONYA R

00825055621

3/17/2016

Page: 9

gun room continued...

Description	Qty	Unit Price	Replacement Cost Total	Depreciation	Actual Cash Value
35. Replace Carpet					
	179.68 SF	\$2.68	\$481.54	-\$144.46 (3/10yr)	\$337.08
15 % waste added for Carpet.					
36. Contents - move out then reset					
	1.00 EA	\$34.43	\$34.43	-\$0.00	\$34.43
Totals			\$865.94	-\$181.96	\$683.98

Closet

Height: 8'

165.33 SF Walls
26.69 SF Floor

26.69 SF Ceiling
2.97 SY Flooring

192.02 SF Walls & Ceiling
20.67 LF Floor Perimeter
20.67 LF Ceil. Perimeter

Description	Qty	Unit Price	Replacement Cost Total	Depreciation	Actual Cash Value
37. Water extraction from carpeted floor - Cat 3 water - Heavy					
	26.69 SF	\$1.27	\$33.90	-\$0.00	\$33.90
38. Apply anti-microbial agent					
	26.69 SF	\$0.17	\$4.54	-\$0.00	\$4.54
39a. Remove Carpet pad					
	26.69 SF	\$0.07	\$1.87	-\$0.56 (3/10yr)	\$1.31
39b. Replace Carpet pad					
	26.69 SF	\$0.55	\$14.68	-\$4.40 (3/10yr)	\$10.28
40. Remove Carpet					
	26.69 SF	\$0.18	\$4.80	-\$1.44 (3/10yr)	\$3.36
41. Replace Carpet					
	30.69 SF	\$2.68	\$82.25	-\$24.68 (3/10yr)	\$57.57
15 % waste added for Carpet.					
42. Contents - move out then reset					
	1.00 EA	\$34.43	\$34.43	-\$0.00	\$34.43
Totals			\$176.47	-\$31.08	\$145.39

Stairs

Height: 16' 9"

Missing Wall
Subroom: Stairs1 (2)

3' X 16' 8 15/16"

Opens into Exterior

Height: 10' 6"

Missing Wall

3' X 10' 6"

Opens into STAIRS

Missing Wall

3' X 10' 6"

Opens into STAIRS2

Subroom: Stairs2 (1)

Height: 11' 9"

Missing Wall

3' X 11' 9"

Opens into STAIRS1

476.32 SF Walls

62.01 SF Ceiling

538.33 SF Walls & Ceiling

102.76 SF Floor

11.42 SY Flooring

47.83 LF Floor Perimeter

41.33 LF Ceil. Perimeter

Description	Qty	Unit Price	Replacement Cost Total	Depreciation	Actual Cash Value
43. Apply anti-microbial agent	102.76 SF	\$0.17	\$17.47	-\$0.00	\$17.47
44a. Remove Carpet pad	102.76 SF	\$0.07	\$7.19	-\$0.00	\$7.19
44b. Replace Carpet pad	102.76 SF	\$0.55	\$56.52	-\$0.00	\$56.52
45. Remove Carpet	102.76 SF	\$0.18	\$18.50	-\$0.00	\$18.50
46. Replace Carpet	118.17 SF	\$2.68	\$316.70	-\$0.00	\$316.70
15 % waste added for Carpet.					
47. Replace Step charge for "waterfall" carpet installation	16.00 EA	\$4.21	\$67.36	-\$20.21 (3/10yr)	\$47.15
Totals			\$483.74	-\$20.21	\$463.53

Water mitigation

Description	Qty	Unit Price	Replacement Cost Total	Depreciation	Actual Cash Value
48. Emergency service call - after business hours	1.00 EA	\$167.60	\$167.60	-\$0.00	\$167.60
49. Equip. setup, take down & monitoring - after hrs	3.00 HR	\$55.60	\$166.80	-\$0.00	\$166.80
50. Air mover (per 24 hour period) - No monitoring	15.00 EA	\$24.75	\$371.25	-\$0.00	\$371.25

BAUM, RANDALL R & TONYA R

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Water mitigation continued...

Description	Qty	Unit Price	Replacement Cost Total	Depreciation	Actual Cash Value
51. Dehumidifier (per 24 hour period) - XXLarge- No monitoring	3.00 EA	\$133.00	\$399.00	-\$0.00	\$399.00
Totals			\$1,104.65	-\$0.00	\$1,104.65

Contents

Description	Qty	Unit Price	Replacement Cost Total	Depreciation	Actual Cash Value
52. Bookcase / Bookshelf	2.00 EA	\$159.00	\$318.00	-\$47.70 (3/20yr)	\$270.30
53. Christmas tree - Full size - High grade http://www.homedepot.com/s/christmas+trees?NCNI-5	2.00 EA	\$389.00	\$778.00	-\$233.40 (3/10yr)	\$544.60
54. Gun case	3.00 EA	\$45.00	\$135.00	-\$33.75 (5/20yr)	\$101.25
55. snow man http://www.homedepot.com/s/snowman?NCNI-5	1.00 EA	\$79.99	\$79.99	-\$24.00 (3/10yr)	\$55.99
56. Table - End - Standard grade	1.00 EA	\$89.00	\$89.00	-\$44.50 (10/20yr)	\$44.50
57. Toy kitchen set http://www.amazon.com/s/ref=nb_sb_noss_1/191-1113039-8542254?url=search-alias%3Daps&field-keywords=toy+kitchen	1.00 EA	\$79.00	\$79.00	-\$79.00 (2/2yr)	\$0.00
58. 6.9 cu. ft. Chest Freezer in White http://www.amazon.com/s/ref=nb_sb_noss_2?url=search-alias%3Daps&field-keywords=magic+chest+freezer&rh=i%3Aaps%2Ck%3Amagic+chest+freezer	1.00 EA	\$499.00	\$499.00	-\$49.90 (1/10yr)	\$449.10
59. Guitar - Acoustic	1.00 EA	\$255.00	\$255.00	-\$76.50 (6/20yr)	\$178.50
60. Taylor 200 Series 210e Deluxe Dreadnought Acoustic-Electric Guitar http://www.guitarcenter.com/search?Ns=r&Ntt=210+e	1.00 EA	\$999.00	\$999.00	-\$24.98 (0.5/20yr)	\$974.02

BAUM, RANDALL R & TONYA R

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3/17/2016

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Contents continued...

Description	Qty	Unit Price	Replacement Cost Total	Depreciation	Actual Cash Value
61. Guitar - case	1.00 EA	\$279.00	\$279.00	-\$6.98 (0.5/20yr)	\$272.02
http://www.guitarcenter.com/search?Ns=r&Ntt=guitar+case+210e					
62. Install Only furnace filters	3.00 EA	\$39.77	\$119.31	-\$0.00	\$119.31
http://www.homedepot.com/s/furnace%2520filter?NCNI-5					
63. Material Only Carpet	230.00 SF	\$2.14	\$492.20	-\$0.00	\$492.20
15 % waste added for Carpet.					
64. Bed sheet set - Queen	4.00 EA	\$65.00	\$260.00	-\$260.00 (10/5yr)	\$0.00
Totals			\$4,382.50	-\$880.71	\$3,501.79

	Replacement Cost Total	Depreciation	Actual Cash Value
Estimate Totals	\$13,615.05	-\$2,240.44	\$11,374.61

City of Scottsbluff, Nebraska

Monday, May 2, 2016

Regular Meeting

Item Resolut.1

Council to consider an Ordinance correcting the fees for Riverside Campground.

Staff Contact: Perry Mader, Park and Rec Director

Agenda Statement

Item No.

For meeting of: May 2nd, 2016

AGENDA TITLE: Council to approve change to Campground rate ordinance.

SUBMITTED BY DEPARTMENT/ORGANIZATION: Parks and Recreation

PRESENTATION BY: City Manager Nathan Johnson

SUMMARY EXPLANATION: The Parks and Recreation Department is requesting Council to approve change to the recent rate schedule due to an error in the weekly rate amount. The original rate suggested was incorrect. The change is reflected in the attached ordinance.

EXHIBITS

Resolution x

Ordinance ☐

Contract ☐

Minutes ☐

Plan/Map ☐

Other (specify) _____

NOTIFICATION LIST: Yes ☐ No ☐ Further Instructions ☐

APPROVAL FOR SUBMITTAL: _____
City Manager

Rev 3/1/99CClerk

ORDINANCE NO. _____

AN ORDINANCE OF THE CITY OF SCOTTSBLUFF, NEBRASKA AMENDING THE MUNICIPAL CODE TO REVISE §6-6-13 DEALING WITH USERS OF THE RIVERSIDE PARK CAMP GROUND FEES, TO INCREASE FEES FOR CAMPING WHICH WILL BEGIN AS OF MAY 1, 2016, AND 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 13 of the Scottsbluff Municipal Code is amended by repealing the existing language and substituting with the following language:

“6-6-13. Campground.

Users of Riverside Park campground shall pay fees to the City daily for use of facilities at such campground as follows:

Campsite:

Full hookup	\$25.00
Electric and water only	\$20.00
Dry camp.....	\$10.00
Use of dump station	\$7.00
One week (7-day rate for full hookup)	\$150.00
One week - electric and water only.....	\$120.00
Monthly rate - full hookup.....	\$450.00
Monthly rate - electric and water only.....	\$325.00"

Section 2. Previously existing Section 6-6-13 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, May 2, 2016

Regular Meeting

Item Reports1

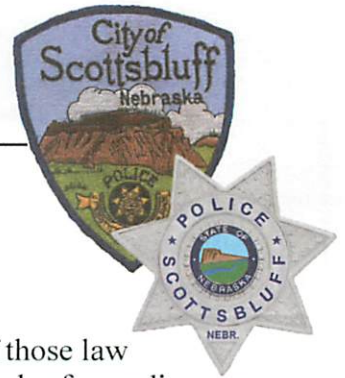
Mayor to read and sign the Proclamation for Police Week.

Staff Contact: Kevin Spencer, Police Chief



Scottsbluff Police Department

1801 Avenue B • Scottsbluff, NE 69361
Phone (308) 630-6261 • Fax (308) 632-2916



To recognize National Police Week 2016 and to honor the service and sacrifice of those law enforcement officers killed in the line of duty while protecting our communities and safeguarding our democracy.

WHEREAS, The Congress and President of the United States have designated May 15th as Peace Officers' Memorial Day, and the week in which May 15th falls as National Police Week; and

WHEREAS, the members of the law enforcement agency of **CITY OF SCOTTSBLUFF** play an essential role in safeguarding the rights and freedoms of **CITY OF SCOTTSBLUFF**; and

WHEREAS, it is important that all citizens know and understand the duties, responsibilities, hazards, and sacrifices of their law enforcement agency, and that members of our law enforcement agency recognize their duty to serve the people by safeguarding life and property, by protecting them against violence and disorder, and by protecting the innocent against deception and the weak against oppression; and

WHEREAS, the men and women of the law enforcement agency of **CITY OF SCOTTSBLUFF** unceasingly provide a vital public service;

Now, therefore, I, **MAYOR** of **CITY OF SCOTTSBLUFF**, call upon all citizens of **CITY OF SCOTTSBLUFF** and upon all patriotic, civic and educational organizations to observe the week of May 15 - 21, 2016, as Police Week with appropriate ceremonies and observances in which all of our people may join in commemorating law enforcement officers, past and present, who, by their faithful and loyal devotion to their responsibilities, have rendered a dedicated service to their communities and, in so doing, have established for themselves an enviable and enduring reputation for preserving the rights and security of all citizens.

I further call upon all citizens of **CITY OF SCOTTSBLUFF** to observe THURSDAY, MAY 19, as Peace Officers' Memorial Day in honor of those law enforcement officers who, through their courageous deeds, have made the ultimate sacrifice in service to their community or have become disabled in the performance of duty, and let us recognize and pay respect to the survivors of our fallen heroes.

In witness thereof, I have here unto set my hand and caused the Seal of the **CITY OF SCOTTSBLUFF** to be affixed.

Randy Meininger, Mayor

City of Scottsbluff, Nebraska

Monday, May 2, 2016

Regular Meeting

Item Reports2

Council to receive an update on the LB357 informational meetings.

Staff Contact: Nathan Johnson, City Manager

City of Scottsbluff, Nebraska

Monday, May 2, 2016

Regular Meeting

Item Reports3

Council to consider an offer from James Becker to purchase six acres of city owned property located at Immigrant Trail Subdivision.

Staff Contact: Nathan Johnson, City Manager

**J. L. Becker Trucking, Inc.
2523 2nd Avenue
Scottsbluff, NE 69361
(308) 641-5110**

April 18, 2016

**City Of Scottsbluff
2525 Circle Drive
Scottsbluff, NE 69361**

City Manager and Council Members,

My name is James L. Becker and I am a small business owner of a trucking company in Scottsbluff. I have been in the logistics industry for over 20 years and have been able to grow my current business from one truck and being self-employed to a total of five trucks. Currently I am leasing a Comm Shop for my business, but have outgrown the available space.

There are many small businesses in the area that are in need of quality commercial space as evidenced by the occupancy of the current space being leased and the waiting list for these spaces. My business plan would be to build nine (9) commercial shops to make room for small business start-up and growth.

I would like to purchase 6 (six) acres of available land in the 43 acre mixed use business park in the city limits of Scottsbluff located along Highway 26 and 25th Street. This area is ideal for the logistics industry because of the excellent access to major highways.

The proposal includes a bid of \$8,000 per acre of land and the construction of nine (9) commercial shops; one measuring 50' X 80' for my business and eight (8) additional spaces measuring 25' X 80' to be made available for other businesses to lease. The entire finished building would be 80' X 250'

Thank you for your consideration of this offer and look forward to hearing from you soon.

Sincerely,



**James L. Becker, President
J. L. Becker Trucking, Inc.**



November 30, 2015

Mr. Rick Kuckkahn
City Manager
City of Scottsbluff
2525 Circle Drive
Scottsbluff, Nebraska

Subject: Light Manufacturing & Industrial Land,
Immigrant Trail Road,
Scottsbluff, Nebraska

Dear Mr. Kuckkahn,

At your request we have made a personal inspection of the above referenced property for the purpose of forming an opinion of the market value of the subject property. The use of this appraisal by anyone other than the stated intended users and for any other use than the stated intended use is prohibited. The subject property is legally described herein.

The methods we have used and all pertinent data gathered in our investigation have been included in this report. The "Limiting Conditions and Assumptions" apply to this report and the "Appraiser's Certification" and "Qualifications" are in the final pages of the report.


This is an Appraisal Report and was made in conformance with the Uniform Standards of Professional Appraisal Practice (USPAP) of the Appraisal Foundation. The Appraisal was made in conformance with the Federal Financial Institutions Reform, Recovery and Enforcement Act of 1989 (FIRREA), the Office of the Comptroller of the Currency (OCC). The appraisal assignment was not based on a requested minimum valuation, a specific valuation, or the approval of a loan.

1 | Page

As a result of an inspection of the subject and analysis of pertinent data, it is my opinion that the market value of the fee simple interest of the subject property "as is", as of February 23, 2016 was:

\$297,500

Respectfully Submitted,



Gary Brandt, MAI, CCIM
Nebraska Certified General Appraiser
State Certification #CG920235

PROPERTY ANALYSIS

Summary of Salient Facts and Conclusions

Subject	
Location	Immigrant Trail Road, Scottsbluff, Nebraska
Owner of Record	City of Scottsbluff
Date of Inspection	February 23, 2016
Land Area	43.14 ± acres - Total 35.00 ± acres - Useable
Improvements	None
Zoning	"M-1" Light manufacturing & Industrial
2015 Taxes	Tax Exempt
Highest and Best Use	Light Manufacturing & Industrial

Valuations (Fee Simple)	
Sales Comparison Approach	\$297,500
Final Opinion of Value	\$297,500

Date of Opinion of Value

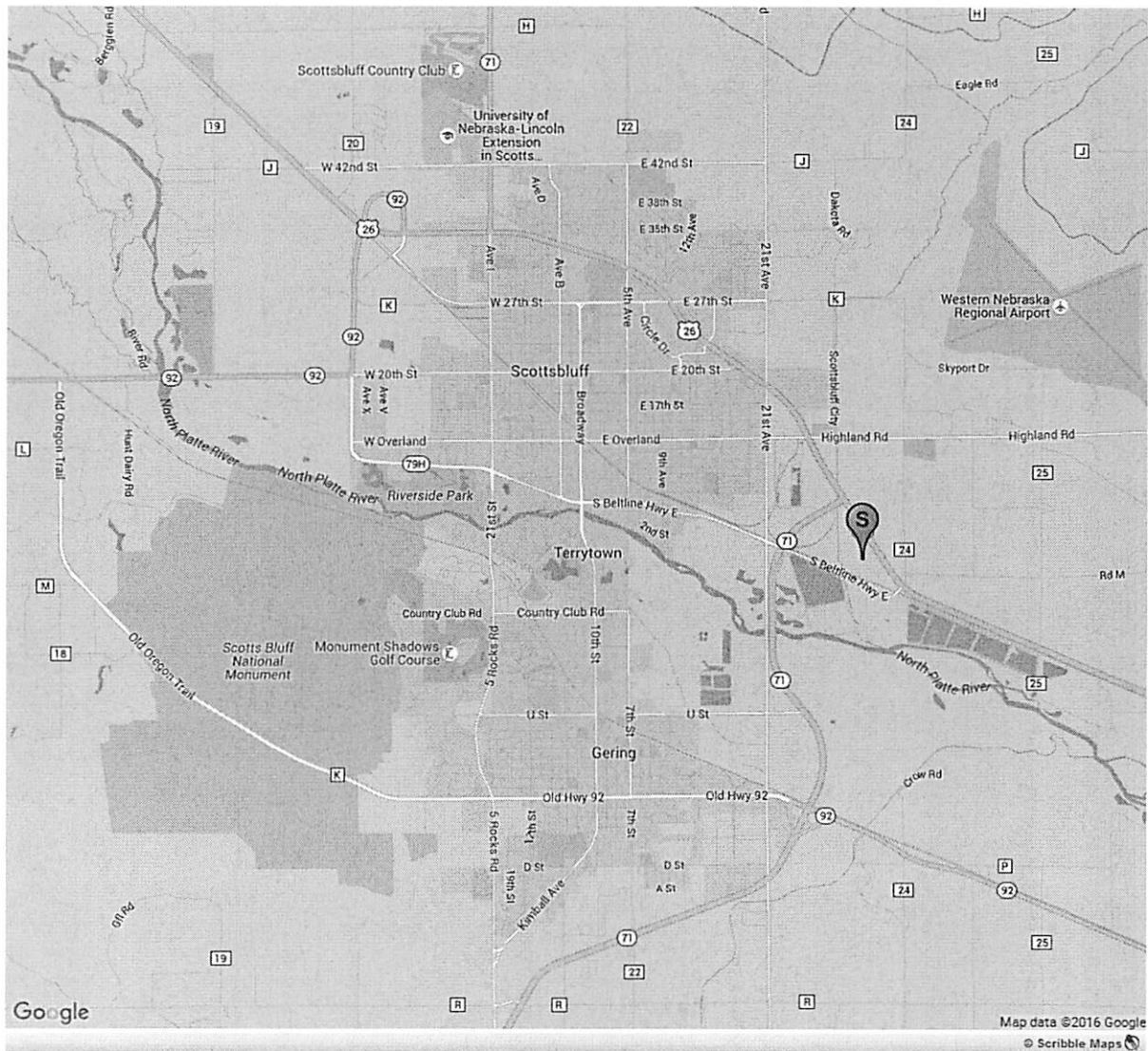
The effective date of the appraisal is February 23, 2016, the date the property was initially inspected for appraisal purposes. Appraisals have specific effective dates because the value of real estate is subject to change both up and down over time. The currently recognized value trend for the subject property is that of a stable market.

Identification of the Property

The subject property is Light Manufacturing & industrial zoned land adjoining the south side of Immigrant Trail Road, Gering, Nebraska. The legal description is:

Block 6, Immigrant Trail Subdivision, Scottsbluff, Scotts Bluff County, Nebraska

Location Map



City of Scottsbluff, Nebraska

Monday, May 2, 2016

Regular Meeting

Item Reports4

Council to approve the agreement with Teresa Gonzales for concession services at Lacy Park.

Staff Contact: Perry Mader, Park and Rec Director

Agenda Statement

Item No.

For meeting of: May 2nd, 2016

AGENDA TITLE: Council to approve contract for Lacy Park concessions.

SUBMITTED BY DEPARTMENT/ORGANIZATION: Parks and Recreation

PRESENTATION BY: City Manager Nathan Johnson

SUMMARY EXPLANATION: The Parks and Recreation Department is requesting approval to contract Teresa Gonzales to operate concessions at Lacy Park for City softball leagues. The City will receive \$100 a month rent from Ms. Gonzales. Ms. Gonzales has provided the necessary insurance required to operate the concession stand.

EXHIBITS

Resolution x

Ordinance ☐

Contract ☐

Minutes ☐

Plan/Map ☐

Other (specify) _____

NOTIFICATION LIST: Yes ☐ No ☐ Further Instructions ☐

APPROVAL FOR SUBMITTAL: _____
City Manager

Rev 3/1/99CClerk

AGREEMENT

THIS AGREEMENT is made between the City of Scottsbluff, Nebraska, a Municipal Corporation (hereinafter called "CITY") and Teresa Gonzales (hereinafter called "Gonzales").

1. The CITY grants to Gonzales the privilege of operating a concession stand at Lacy Park for the period May 3, 2016 through approximately August 17, 2016, depending upon the schedule of final tournament. Gonzales may use all equipment belonging to the CITY located within the concession stand. For this privilege, Gonzales will pay to the CITY the sum of \$100.00 per month for the months of May 2016, June 2016, and July 2016. In addition, Gonzales will pay to the CITY the sum of \$50.00 for the month of August 2016, for a sum total of \$350.00. Such payments will be made at City Hall on or before the fifth day of each month.

2. Gonzales will open the concession stand no later than six o'clock p.m. and close it no earlier than 9:30 p.m. each night CITY softball league games are held for the term of this Agreement. Gonzales will also keep the concession stand open during weekend tournaments. If inclement weather causes cancellation of games during a particular period of time, Gonzales is not required to keep the concession stand open during that period of time. Gonzales will provide adult supervision for any individuals under sixteen years of age who participate in the operation of the concession stand.

3. All equipment of the CITY located within the concession stand may be used by Gonzales. Gonzales shall keep all equipment in good working order and restored to the CITY in as good condition as it was when the Agreement began, reasonable wear and tear accepted.

4. Due to a preexisting Agreement, only soft drinks distributed through the Pepsi Cola Company may be sold. No alcoholic beverages may be sold. Otherwise the CITY places no restrictions upon concessions that may be sold or the prices to be charged therefore, provided however that such prices shall be reasonable.

5. Gonzales will keep the concession area in clean and sanitary condition, and will comply with all applicable ordinances, regulations, including the regulations of the Department of Health.

6. Gonzales will operate the concession stand as an independent contractor and not as an employee of the CITY. The CITY has no control over the manner in which Gonzales carries out her obligations under this Agreement. All profits earned in operating the concession stand are the exclusive property of Gonzales, and the CITY shall have no claim to such profits. Any losses incurred by Gonzales in the operation of the concession stand shall be borne by Gonzales and the CITY shall have no obligation to reimburse any portion of such loss to Gonzales. Gonzales may employ subcontractors or others to assist in the carrying out of Gonzales' obligations. All products sold at the concession stand will be provided by Gonzales at Gonzales' expense.

7. During the term of this Agreement, Gonzales will maintain public liability insurance in an amount of not less than \$1,000,000.00. Such insurance policy will show the City as an additional insured. A certificate in a form acceptable to the City will be furnished to the City before Gonzales is allowed access to the City's facilities.

8. This Agreement may be terminated by the CITY at anytime.

IN WITNESS WHEREOF, the parties have executed this Agreement on the day and year set forth below.

DATED: _____, 2016.

CITY OF SCOTTSBLUFF, NEBRASKA

By _____
Mayor

Teresa Gonzales

Attest:

City Clerk Seal



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

4/22/2016

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER Classic One Insurance P.O. Box 2513 Scottsbluff NE 69363-2513 INSURED Teresa Gonzalez 922 East Overland Scottsbluff NE 69361	CONTACT Karen Mecklem NAME: PHONE (A/C, No., Ext.): (308) 632-7262 FAX (A/C, No.): (308) 635-3311 E-MAIL: ADDRESS: <table border="1" style="width: 100%; border-collapse: collapse;"> <tr> <th style="width: 80%;">INSURER(S) AFFORDING COVERAGE</th> <th style="width: 20%;">NAIC #</th> </tr> <tr> <td>INSURER A: Capitol Indemnity Insurance</td> <td></td> </tr> <tr> <td>INSURER B:</td> <td></td> </tr> <tr> <td>INSURER C:</td> <td></td> </tr> <tr> <td>INSURER D:</td> <td></td> </tr> <tr> <td>INSURER E:</td> <td></td> </tr> <tr> <td>INSURER F:</td> <td></td> </tr> </table>	INSURER(S) AFFORDING COVERAGE	NAIC #	INSURER A: Capitol Indemnity Insurance		INSURER B:		INSURER C:		INSURER D:		INSURER E:		INSURER F:	
INSURER(S) AFFORDING COVERAGE	NAIC #														
INSURER A: Capitol Indemnity Insurance															
INSURER B:															
INSURER C:															
INSURER D:															
INSURER E:															
INSURER F:															

COVERAGES **CERTIFICATE NUMBER: CL1642202415** **REVISION NUMBER:**

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDITIONAL INSURED	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input checked="" type="checkbox"/> POLICY <input type="checkbox"/> PROJECT <input type="checkbox"/> LOC OTHER:	X	DINDER	4/22/2016	10/22/2016	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 100,000 MED EXP (Any one person) \$ 5,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COMP/OP AGG \$ 2,000,000
	AUTOMOBILE LIABILITY ANY AUTO <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> ALL OWNED AUTOS <input type="checkbox"/> NON-OWNED AUTOS <input type="checkbox"/> HIRED AUTOS <input type="checkbox"/>					COMBINED SINGLE LIMIT (Per person) \$ BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$
	UMBRELLA LIAB <input type="checkbox"/> OCCUR <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE <input type="checkbox"/> DEF <input type="checkbox"/> RETENTION \$					EACH OCCURRENCE \$ AGGREGATE \$
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N N/A				PER STATUTE <input type="checkbox"/> OTHER <input type="checkbox"/> E.L. EACH ACCIDENT \$ E.L. DISEASE - EA EMPLOYEE \$ E.L. DISEASE - POLICY LIMIT \$

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

Lacy Park, Scottsbluff, NE 69361-Certificate Holder is Additional Insured.

CERTIFICATE HOLDER (308) 630-6294 City of Scottsbluff 2525 Circle Drive Scottsbluff, NE 69361	CANCELLATION SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS. AUTHORIZED REPRESENTATIVE Karen Mecklem/KKM
--	--

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ACORD 25 (2014/01)
INS025 (201401)

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City of Scottsbluff, Nebraska

Monday, May 2, 2016

Regular Meeting

Item Reports5

Council to consider approval of expenditures for Westmoor Pool heaters and pumps.

Staff Contact: Perry Mader, Park and Rec Director

City of Scottsbluff, Nebraska

Monday, May 2, 2016

Regular Meeting

Item Reports6

Council to receive a report of activities from the Event Coordinator.

Staff Contact: Triniti Burgner, Recreation Supervisor

City of Scottsbluff, Nebraska

Monday, May 2, 2016

Regular Meeting

Item Reports⁷

Council to consider the Memorandum of Understanding with Nebraska Public Power District regarding arrangements for the procurement and development of the solar project and authorize the Mayor to execute the agreement.

Staff Contact: Nathan Johnson, City Manager

MEMORANDUM OF UNDERSTANDING

THIS MEMORANDUM OF UNDERSTANDING, is made by and between Nebraska Public Power District, a public corporation and political subdivision of the State of Nebraska, and the successor in interest to Consumers Public Power District, hereinafter referred to as "NPPD", and the City of Scottsbluff, Nebraska, a municipal corporation, hereinafter referred to as "City".

WHEREAS, NPPD is the owner of a tract of land located in the City of Scottsbluff, in Scotts Bluff County, Nebraska, described as Part of Block 1, Second Power Station Addition, in Section 26, Township 22 North, Range 55 West of the 6th P.M.; and

WHEREAS, the City and Scottsbluff Solar LLC, are working together to build a solar array project in the City of Scottsbluff. Scottsbluff Solar LLC intends to apply for a REAP grant to USDA Rural Development to help finance the construction of the solar array; and

WHEREAS, the City and NPPD want to enter into this Memorandum of Understanding in order to provide arrangements for the procurement of the real estate necessary to construct a solar array.

NOW, THEREFORE, IT IS AGREED BY THE PARTIES AS FOLLOWS:

1. In the event that Scottsbluff Solar LLC notifies the City that they intend to proceed with the building of the solar array, NPPD agrees to offer to sell the above tract of land, and the City agrees to purchase the tract of land and to execute an Agreement for the Sale of Real Estate, in accordance with terms and conditions similar to the Agreement for Sale of Real Estate attached hereto. The City and NPPD agree to complete the negotiation of any terms and conditions that are not yet contained in the attached document. The City and NPPD agree that the terms and conditions offered in the Memorandum of Understanding will expire on December 31, 2016.

2. In the event the solar array is constructed, the power from the solar array will be sold exclusively to NPPD under a purchase power agreement.

3. In the event that the solar array project is not developed by the City and Scottsbluff Solar LLC, and/or the City no longer needs the real estate described above purchased from NPPD for a solar array, the City agrees that it will sell the above described land, and NPPD will be given the first right of refusal to purchase the land from the City at the same price that the City purchased the land from NPPD.

IN WITNESS WHEREOF, the Parties have set their hands to this Memorandum of Understanding, the dates set out below.

NEBRASKA PUBLIC POWER DISTRICT

CITY OF SCOTTSBLUFF, NEBRASKA

By: _____
Alan J. Beiermann

By: _____
Randy Meininger

Title: Land Management Manager

Title: Mayor

Date: _____

Date: _____

STATE OF NEBRASKA)
) ss.
COUNTY OF PLATTE)

Before me, a notary public qualified in said county, personally came Alan J. Beiermann, Land Management Manager, of Nebraska Public Power District, a corporation, known to me to be the identical person who signed the foregoing instrument, and acknowledged the execution thereof to be his voluntary act and deed.

Witness my hand and notarial seal on _____, 2016.

Notary Public

STATE OF NEBRASKA)
) ss.
COUNTY OF SCOTTS BLUFF)

Before me, a notary public qualified in said county, personally came Randy Meininger, Mayor of the City of Scottsbluff, Nebraska, known to me to be the identical person who signed the foregoing instrument and acknowledged the execution to be his voluntary act and deed.

Witness my hand and notarial seal on _____, 2016.

Notary Public

City of Scottsbluff, Nebraska

Monday, May 2, 2016

Regular Meeting

Item Reports8

Council to consider the agreement to purchase land owned by Nebraska Public Power District for the development of the solar project and authorize the Mayor to execute the agreement.

Staff Contact: Nathan Johnson, City Manager

AGREEMENT FOR SALE OF REAL ESTATE

THIS AGREEMENT FOR SALE OF REAL ESTATE, hereinafter referred to as Agreement, is made by and between NEBRASKA PUBLIC POWER DISTRICT, a public corporation and political subdivision of the State of Nebraska and the successor in interest to Consumers Public Power District, hereinafter referred to as SELLER, and the City of Scottsbluff, Nebraska, a municipal corporation, hereinafter referred to as BUYER.

RECITALS:

SELLER is the owner of a tract of land, located in the City of Scottsbluff in Scotts Bluff County, Nebraska, and described as follows:

A TRACT OF LAND WHICH IS APPROXIMATELY 0.34 ACRES LOCATED IN PART OF BLK 1, SECOND POWER STATION ADD, IN SECTION 26, TOWNSHIP 22 NORTH, RANGE 55 WEST OF THE 6TH P.M. IN SCOTTS BLUFF COUNTY NEBRASKA.

(NOTE: Final acreage and legal description of the property being purchased will be determined by a survey to be completed at a later date.)

SELLER has agreed to sell the real estate to BUYER, and BUYER has agreed to purchase the same from SELLER, on the terms and conditions hereinafter set forth.

NOW, THEREFORE, in consideration of the mutual covenants herein contained, and the Parties intending to be legally bound hereby, it is agreed between the Parties as follows:

1. CONSIDERATION: BUYER shall pay SELLER as full consideration an amount to be negotiated and agreed upon by both parties before this Agreement is executed by the parties.

2. CLOSING: Closing shall be at such time and place as the Parties shall mutually agree upon. The closing is subject to the approval of the sale of the real estate to BUYER by SELLER'S Board of Directors.

3. TAXES: It is understood by the Parties that said property has not been subject to taxation and there are no taxes on said property to be paid by SELLER.

4. WARRANTIES: BUYER acknowledges that BUYER has examined and inspected the premises, and that BUYER is purchasing the same subject to BUYER'S own inspection and not by reason of any representation of SELLER. BUYER is buying the premises on an AS IS, WHERE IS basis, WITHOUT ANY REPRESENTATIONS OR WARRANTIES, EXPRESS, IMPLIED, OR STATUTORY, OF ANY KIND WHATSOEVER BY SELLER.

5. POSSESSION: SELLER shall give BUYER quiet and peaceable possession of the premises on the date of closing. All risk of loss or damage to the premises being sold

hereunder shall remain on SELLER until the time of closing, and shall pass to BUYER at the time of closing.

6. ASSIGNMENT: BUYER shall not have the right to assign, transfer or sell BUYER'S interest in this Agreement without first obtaining the consent, in writing, of SELLER.

7. TITLE: BUYER shall obtain a policy of the title insurance on the premises and the cost of such policy shall be divided equally between BUYER and SELLER. Such title insurance commitment shall show good and merchantable title in SELLER, free and clear of all liens and encumbrances, subject, however, to public highways, easements of record, apparent easements, and all governmental rules and regulations.

Written notice of any easement, restriction or other matter affecting title to the premises that is unacceptable to BUYER shall be delivered to SELLER within two weeks from receipt of the title commitment or updated title commitment. Seller shall have a reasonable period, not exceeding thirty days, to cure any easement, restriction, or other matter unacceptable to BUYER. In the event SELLER elects not to cure any easement, restriction, or other matter unacceptable to BUYER, BUYER may declare this Agreement null and void.

8. DEED: SELLER shall prepare and execute a Corporation Quitclaim Deed of conveyance to BUYER, free and clear of all encumbrances, subject, however, to public highways, easements of record, apparent easements, and all governmental rules and regulations, and deliver the same to BUYER on the date of closing upon payment of the purchase price in a simultaneous transaction.

9. SELLER'S RIGHT TO REPURCHASE LAND: Seller understands that this property is being purchased by the City of Scottsbluff so that the City of Scottsbluff can work with Scottsbluff Solar LLC to build a solar array in the City of Scottsbluff, in Scotts Bluff County, Nebraska. In the event that the solar array project is not developed by the City of Scottsbluff and Scottsbluff Solar LLC, and/or the City of Scottsbluff no longer needs the above-described real estate for a solar array, the City of Scottsbluff agrees to take all reasonable steps to restore the land, as nearly as possible, to the condition the land was in prior to the City performing any grading or alterations to the said tract of land. The BUYER also agrees that it will sell the above described land, and that Seller will be given the first right of refusal to purchase the land from the BUYER at the same price that BUYER purchased the land from Seller under the terms of this Agreement.

10. COSTS: BUYER and SELLER shall pay their own attorney fees incurred in this sale.

11. SURVEY: The real estate sold hereby will be surveyed and filed by NPPD at a later date.

12. ENVIRONMENTAL ASSESSMENT: BUYER agrees and understands that this property is being purchased "AS IS", and BUYER acquires from SELLER all action, rights of action and/or cause of action and assumes all liabilities incidental to and pertaining to the property which is the subject matter of this Agreement.

13. **NOTICE:** All notices required herein shall be in writing, and shall be mailed to the following addresses:

SELLER: NEBRASKA PUBLIC POWER DISTRICT
Attn: Ron Starzec
PO Box 499
Columbus, NE 68602-0499

BUYER: CITY OF SCOTTSBLUFF
Attn: Cindy Dickenson/City Clerk
2525 Circle Drive
Scottsbluff, Nebraska 69361

With respect to all notices mailed, the date of postmark shall control.

14. **DEFAULT:** In the event either Party should default under the terms and conditions to be performed by that Party pursuant to this Agreement, the other Party shall have such rights and remedies as are allowed by law, including the rights of specific performance. The election or forfeiture of any one remedy shall not bar the election or cause the forfeiture of any other remedy.

15. **SURVIVAL:** All terms, conditions, representations and warranties of SELLER and BUYER in this Agreement shall survive the date of closing.

16. **SEVERABILITY:** In the event any provision of this Agreement is determined to be invalid or unenforceable for any reason, such determination shall not affect the remainder of this Agreement.

17. **BINDER:** This Agreement shall be binding upon the successors, assigns and legal representatives of the Parties hereto.

18. **ENTIRETY:** This Agreement constitutes the entire Agreement between the Parties, and any other Agreements between the Parties, unless reduced to writing and executed by the Parties, shall be null and void.

IN WITNESS WHEREOF, the Parties have set their hands to this Agreement the dates set out below.

SELLER:
NEBRASKA PUBLIC POWER DISTRICT

By: _____
Alan J. Beiermann

Title: Land Management Manager

Date: _____

BUYER:
CITY OF SCOTTSBLUFF, NEBRASKA

By: _____
Randy Meininger

Title: Mayor

Date: _____

STATE OF NEBRASKA)
) ss.
COUNTY OF PLATTE)

Before me, a notary public qualified in said county, personally came Alan J. Beiermann, Land Management Manager, of Nebraska Public Power District, a corporation, known to me to be the identical person who signed the foregoing instrument, and acknowledged the execution thereof to be his voluntary act and deed.

Witness my hand and notarial seal on _____, 2016.

Notary Public

STATE OF NEBRASKA)
) ss.
COUNTY OF SCOTTS BLUFF)

Before me, a notary public qualified in said county, personally came Randy Meininger, Mayor of the City of Scottsbluff, Nebraska, known to me to be the identical person who signed the foregoing instrument and acknowledged the execution to be his voluntary act and deed.

Witness my hand and notarial seal on _____, 2016.

Notary Public

City of Scottsbluff, Nebraska

Monday, May 2, 2016

Regular Meeting

Item Reports9

Council to consider the Lease Agreement with Scottsbluff Solar LLC for the community solar project and authorize the Mayor to execute the agreement.

Staff Contact: Nathan Johnson, Assistant City Manager

LEASE AGREEMENT

This lease is made and entered into this ____ day of April, 2016, by and between City of Scottsbluff, Nebraska, hereinafter referred to as Owner, and Scottsbluff Solar, LLC, a Nebraska Limited Liability Company, hereinafter referred to as Tenant.

RECITALS

City of Scottsbluff is purchasing the following described real estate from the Nebraska Public Power District:

Part of Block 1, Second Power Station Addition to the City of Scottsbluff, in Section 26, Township 22 North, Range 55 West of the 6th P.M. Scotts Bluff County, Nebraska,

hereinafter referred to as premises. The City of Scottsbluff has made the premises available for a community solar project that will sell power to the Nebraska Public Power District pursuant to a Purchase Power Agreement.

Tenant is installing solar panels within the community solar project on the described real estate owned by City of Scottsbluff

AGREEMENT

In consideration of the mutual covenants contained herein, the parties agree as follows:

1. Premises. Owner hereby leases to Tenant a suitable location for the installation of solar panels located on the following-described property, the premises:

Part of Block 1, Second Power Station Addition to the City of Scottsbluff, in Section 26, Township 22 North, Range 55 West of the 6th P.M. Scotts Bluff County, Nebraska,

on the following terms and conditions.

2. Term of Lease. This lease shall continue in effect for as long as tenant has functional solar panels remaining on the premises or is otherwise terminated as set forth in paragraph 14 herein.
3. Rent. Rent shall be one dollar receipt of which is hereby acknowledged.
4. Use of Premises. The premises are to be used for the purpose of installing solar panels which will be connected to the City utility grid for the City of Scottsbluff. Tenant shall restrict its use to such purposes, and shall not use or permit the use of the

premises for any other purpose without the written consent of Owner, or Owner's authorized agent.

5. Waste, Nuisance, or Unlawful Activity. Tenant shall not allow any waste or nuisance on the premises, or use or allow the premises to be used for any unlawful purpose.

6. Assignment and Sublease. Tenant will not assign or sublet the premises or any portion of the premises without the prior written consent of the Owner but such permission will not be unreasonably withheld.

7. Taxes. Tenant shall pay or cause to be paid promptly when due all taxes levied against personal property placed by Tenant in or about the premises. Owner shall pay all real estate taxes and assessments of every nature, kind and description levied and assessed against the premises.

8. Repairs and Maintenance. Tenant shall maintain its personal property on the premises and keep them in good repair at its expense.

9. Damage to Premises. Tenant is fully responsible for all damage to its personal property located on the premises.

10. Nonliability of Owner for Damages. Owner shall not be liable for liability or damage claims for injury to persons or property from any cause relating to the occupancy of the premises by Tenant. Tenant shall indemnify and hold Owner harmless from all liability, loss, or other damage claims or obligations resulting from any injuries or losses of this nature.

11. Insurance. Tenant agrees to procure and maintain continuously during the term of this lease, any insurance on the personal property that Tenant places on the property. Owner will maintain his own insurance coverage.

12. Waiver of Claims and Indemnity. All personal property on the premises shall be at risk of the Tenant, and Owner shall not be liable for any damages to said personal property, to Tenant or to any other person caused by water, wind, or by any negligence or act of other occupants or any other person or caused in any manner whatsoever except caused by Owner's negligence or breach of this lease.

13. Liability Insurance. Tenant shall procure and maintain in force at its expense during the term of this lease and any extension thereof any insurance necessary to cover the damage to its personal property placed on the premises.

14. Termination. This Lease Agreement may be terminated by the Owner in the event the Tenant:

- a. Is not awarded the REAP Grant.
- b. Acts with gross negligence or willful misconduct in connection with the performance of its responsibilities.
- c. Defaults in the performance of any of the duties set forth in this Lease Agreement.
- d. Acts against the best interests of the Owner in any material respect. and
- e. Upon 30 days written notice provided by the Owner.

15. Miscellaneous Provisions.

- a. Owner may go onto the property at reasonable times without hindrance to make any repairs necessary for the proper preservation of the property or to go on said premises for any lawful purpose.
- b. This lease will become null and void if the Tenant has not completed the required solar installation and entered into the purchase power agreement before the end of 2016 or if the Owner does not successfully complete the purchase of the premises.
- c. It is agreed by the parties that tenant owns individual solar panels on the premises. Those panels are part of an array that is connected to the electrical grid for the City of Scottsbluff. Upon termination of the tenancy, Tenant shall have the right to have said equipment and fixtures returned to it and shall be responsible for its removal. Tenant shall not have the right to interrupt the operation of the solar array in the process.
- d. All agreements, covenants and obligations contained in this lease shall be binding upon the heirs, personal representatives, successors, and assigns of the parties.

This lease contains the entire agreement between the parties and may be amended only by subsequent written agreement.

IN WITNESS WHEREOF, the parties have executed this document the day and year first written above.

City of Scottsbluff - Owner

Scottsbluff Solar, LLC -
Tenant

BY _____
Randy Meininger, Mayor

BY _____
Clifford F. Mesner,

President
of Mesner Solar Development Co. -
Managing Member

Attest: _____

STATE OF NEBRASKA :
: ss.
COUNTY OF SCOTTS BLUFF :

The foregoing instrument was acknowledged before me on April _____, 2016, by
Randy Meininger, Mayor of City of Scottsbluff as Owner.

Notary Public

STATE OF NEBRASKA :
: ss.
COUNTY OF MERRICK :

The foregoing instrument was acknowledged before me on April _____, 2016, by
Clifford F. Mesner, President of Mesner Solar Development Co., Managing Member of
Scottsbluff Solar, LLC, as Tenant.

Notary Public

City of Scottsbluff, Nebraska

Monday, May 2, 2016

Regular Meeting

Item Reports10

Council to consider ratifying the FEMA grant application for rescue equipment and authorize the Mayor to sign all necessary documents.

Staff Contact: Nathan Johnson, City Manager

City of Scottsbluff, Nebraska

Monday, May 2, 2016

Regular Meeting

Item Reports11

**Council instructions to staff regarding the FY 16-17 Budget
Workshop Meeting date.**

Staff Contact: Nathan Johnson, City Manager

City of Scottsbluff, Nebraska

Monday, May 2, 2016

Regular Meeting

Item Reports12

Council to consider a contract with Nathan Johnson and authorize the Mayor to execute the contract.

Staff Contact: City Council

EMPLOYMENT AGREEMENT

THIS EMPLOYMENT AGREEMENT ("Agreement") made and entered on this ____ day of May, 2016, by and between the City of Scottsbluff, Nebraska, a political subdivision of the State of Nebraska, hereinafter referred to as "City" and Nathan Johnson, hereinafter referred to as "Johnson".

The City has offered to Johnson the job of City Manager of Scottsbluff, Nebraska effective May 1, 2016 and Johnson has accepted. This Agreement sets forth the terms and conditions of his employment with the City.

1. Duties:

The City Agrees to employ Johnson as City Manager of the City to perform the functions and duties specified in Sections 6-2-35 through 6-2-39 of the Scottsbluff Municipal Code and to perform such other legally permissible and proper duties and functions as the Mayor and City Council shall, from time to time, assign. Johnson agrees to discharge the duties of City Manager in a professional and reasonable manner and in accordance with the Scottsbluff Municipal Code and Nebraska State Statute, as, from time to time, they may be amended.

2. Term.

A. Johnson shall serve at the pleasure of the Mayor and City Council and nothing in this Agreement shall prevent, limit or otherwise interfere with the right of the Mayor and City Council to terminate this Agreement at any time, with or without cause, subject only to the applicable provisions set forth in paragraph 3. of this Agreement.

B. Nothing in this Agreement shall prevent, limit, or otherwise interfere with the right of Johnson to resign at any time from his position with the City subject only to the provisions set forth in paragraph 3. of this Agreement.

C. Johnson agrees to remain in the exclusive employ of the City until termination or resignation as provided in paragraph 3. of this Agreement. Johnson shall not use any confidential information obtained through his position as City Manager for personal gain. Both parties acknowledge that exclusive employment shall mean that Johnson shall not accept any outside employment from any source whatsoever without first obtaining written approval from the City. Outside employment shall not be construed to include occasional teaching, writing or consulting performed on Johnson's time off. It is further understood that any activity of this nature outside of the workplace cannot represent a conflict of interest.

D. Johnson's job performance will be evaluated on a bi-annual basis for the first year of employment and annually thereafter. In addition, for the first year of employment Johnson will provide the Mayor and City Council quarterly information reports listing the activities worked on and addressed by Johnson.

3. Termination.

A. The Mayor, with the approval of City Council, shall have the right at any time during the term of this Agreement to terminate Johnson for just cause. "Just Cause" is defined as: (i) a conviction for a felony or any misdemeanor involving moral turpitude, (ii) breach of this Agreement, (iii) commission of any dischargeable offense as defined in the personnel rules for the City, (iv) neglect of duty, (v) unprofessional conduct, (vi) insubordination, (vii) physical or mental incapacity, or (viii) any other conduct which substantially interferes with the continued performance of duties.

B. If Johnson tenders his resignation, he agrees to give sixty (60) days advance written notice.

C. The parties acknowledge that the Ordinances of the City provide that the City Manager shall be appointed by the Mayor with the approval of the majority of the City Council, and may be removed at any time by the Mayor with the approval of the majority of the City Council. It is, therefore, not possible for the City to offer Johnson any guaranty of continued employment. To induce Johnson to continue to serve in the position of City Manager, it is in the best interests of the City to provide a severance package in the event Johnson's employment by the City is terminated. All sums payable to Johnson pursuant to this Agreement are compensation for services rendered before payment is made or agreed to be made. The City agrees to pay Johnson on the City's regular pay days, six months severance in the case of termination for other than Just Cause, resignation or change from a council-manager form of government. This severance shall include City-paid family health, dental, retirement, life and long-term disability (if applicable) for the duration of the severance. Severance shall be reduced as follows:

(i) Ceases in the event Johnson commences employment in another comparable position.

(ii) If a lesser paying position commences during the severance period then severance will continue as the difference between his City regular gross pay minus the regular gross pay of his new position multiplied by the reduction factors set forth below:

- (a) The first seven bi-weekly payments shall be at 100% of the regular gross pay.
- (b) Payments eight and nine shall be at 80% of the regular gross pay.
- (c) Payments ten and eleven shall be at 60% of the regular gross pay.
- (d) Payments twelve and thirteen shall be at 40% of the regular gross pay.

(iii) Johnson shall use his best efforts to secure comparable employment as quickly as possible following separation from the City. In addition, during the severance period, Johnson

will provide his current address and telephone number information, a report on his efforts to find employment every two weeks, and will be available for assistance to the City as needed. Johnson will also cooperate as needed with the City's legal counsel on the prosecution of or defense of lawsuits where the testimony of Johnson is necessary.

4. Compensation.

A. The initial salary will be Eighty Eight Thousand Dollars (\$88,000.00) annually. Said compensation shall be paid in installments at the same time as other employees of the City are paid.

B. The City agrees it will review Johnson's compensation and other benefits and adjust the same in such amount and to such an extent as the City may determine for its other employees. Any annual review of Johnson's compensation shall be made at the same time, but not necessarily to the same extent, as similar consideration is given to other employees of the City generally. Provided, an increase of compensation to other City employees based on COLA, will also be given to Johnson, at a minimum. Any increase to Johnson will be effective on the date determined by the City. Johnson will be considered an exempt employee for overtime pay.

5. Automobile.

In addition to the compensation, Johnson shall receive \$250.00 per month as a monthly reimbursement allowance for the use of his personal automobile while in the performance of his duties. Johnson shall bear all maintenance, insurance, and other expenses in connection with the operation of his automobile.

6. Telephone.

The City shall pay Johnson a \$30.00 per month telephone allowance in lieu of providing Johnson with a cellular telephone for City business.

7. Professional Development.

The City agrees to support Johnson in becoming involved in regional and national activities. The City agrees to pay the annual dues and pre-approved conference expenses to the following organizations: Leadership Nebraska, the Government Finance Officers Association, the International City Managers Association, the Nebraska City Managers Association, the League of Nebraska Municipalities, Rotary Club, the Scottsbluff/Gering Chamber of Commerce and Next Young Professionals.

8. Expenses and Bond.

The City shall reimburse Johnson for payment of City business expenses while conducting official City business as long as not in conflict with established rules and regulations

of the Nebraska Accountability Commission or other provisions of this Agreement. The City also agrees to pay for any fidelity or other bond required as City Council may approve.

9. Employment Benefits.

The City agrees to provide such employment benefits to Johnson as it provides to other City employees, including health insurance, disability insurance and retirement.

10. Other Terms and Conditions.

The Mayor and City Council shall fix any such other terms and conditions of employment as it may determine from time to time, relating to the performance of Johnson, provided such terms and conditions are not inconsistent with or in conflict with provisions of this Agreement or of applicable law. Except to the extent otherwise provided, the regulations and rules of the City relating to employment and employment benefits as they now exist or hereinafter may be amended shall apply to Johnson as they would to other employees of the City.

11. General Provisions.

A. This Agreement outlines the entire agreement between the parties.

B. This Agreement shall be binding upon the parties and shall inure to the benefit of the personal representative and heirs of Johnson.

C. This Agreement and all amendments, alterations, or additions shall be in writing, shall be approved by the Mayor and City Council and Johnson, shall be filed with the City Clerk, and an executed copy furnished to each of the parties.

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

E. If any of the provisions or any portion hereof, contained in this Agreement is held to be unconstitutional, invalid or unenforceable, the remainder of the Agreement or portion thereof, shall be deemed severable, and shall be affected and shall remain in full force and effect.

CITY OF SCOTTSBLUFF, NEBRASKA

By _____
Mayor

ATTEST:

City Clerk

Nathan Johnson

City of Scottsbluff, Nebraska

Monday, May 2, 2016

Regular Meeting

Item Reports13

Council to receive a list of City Manager goals.

Staff Contact: Nathan Johnson, City Manager



May 2, 2016

Honorable Mayor and City Council Members,

As specified in the City of Scottsbluff Municipal Code, the City Manager of the City is to perform the functions and duties specified in Sections 6-2-35 through 6-2-39 (included below) and to perform such other legally permissible and proper duties and functions as the Mayor and City Council shall, from time to time, assign. I agree to discharge the duties of the City Manager in a professional and reasonable manner and in accordance with the Scottsbluff Municipal Code and Nebraska State Statute, as, from time to time, they may be amended.

In addition to the responsibilities of the City Manager, there are several areas in which the City can improve upon. I anticipate completing these goals, set forth below, in the near future.

1. Budget and Financial Management

- a. Increase employee engagement by revamping the budget process
- b. Develop long-term Capital Improvements Program (CIP) to ensure Fiscal Sustainability and Strategic Investment

2. Communication

- a. Increase internal and external communication
- b. Develop social media presence
- c. Frequently visit all City Departments
- d. Personally recognize City Staff for outstanding work
- e. Re-develop Senior Staff meeting
- f. Be actively involved in the community, service clubs and professional organizations

3. Customer Service

- a. Improve ease of doing business with City Government
 - i. Streamline Operations
 - ii. Develop system where a staff person is the "point-of-contact" who sees the project through from start to finish

Very Truly Yours,

A handwritten signature in blue ink, appearing to read "Nathan Johnson", is written over a light blue horizontal line.

Nathan Johnson

City of Scottsbluff, Nebraska

Monday, May 2, 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