

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

Regular Meeting
October 17, 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 from the October 3, 2016 Regular Meeting.
 - b) Council to cancel the October 31, 2016 meeting, as two regular meetings will have already been held in the month of October.
7. Claims:
 - a) Regular claims
8. Public Hearings:
 - a) Council to conduct a public hearing at 6:05 p.m. to consider the Class CK Liquor License application for Blackstone Spirits LLC dba Kelley's Liquor, 817 West 27th St., Scottsbluff, NE.
 - b) Council to make a recommendation to the Nebraska Liquor Control Commission naming Corey Kilpatrick as the Liquor License Manager of Blackstone Spirits LLC dba Kelley's.
9. Petitions, Communications, Public Input:
 - a) Council to receive a report from the Scottsbluff Senior Center.
 - b) Council to receive a report from Panhandle Humane Society.
10. Reports from Staff, Boards & Commissions:
 - a) Council to consider the renewal of the Scotts Bluff County KENO Remote Location Operation Agreement and authorize the Mayor to execute the

agreement.

- b) Discussion and instructions to staff regarding school speed zones.
 - c) Council to consider the renewal of Lease Agreements with Telecom West, Inc. for their wireless antenna system on the Airport and Cemetery Water Towers and authorize the Mayor to execute the agreements.
 - d) Council to authorize the Mayor to execute the Release of Lien for Special Assessments for Paving District No. 311.
11. Resolution & Ordinances:
- a) Council to consider the Resolution adopting the North Platte Natural Resources District Multi-Jurisdictional Hazard Mitigation Plan.
 - b) Council to consider an Ordinance updating the fees for collecting electronics and additional trash containers for customers.
 - c) Council to consider an Ordinance allowing for Tiny Home Communities as a Planned Unit Development (third reading).
12. Executive Session
- a) Council reserves the right to enter into closed session if deemed necessary if the item is on the agenda.
13. Public Comments: The purpose of this agenda item is to allow for public comment of items for potential discussion at a future Council Meeting. Comments brought to the Council are for information only. The Council will not take any action on the item except for referring it to staff to address or placement on a future Council Agenda. This comment period will be limited to three (3) minutes per person
14. Council reports (informational only):
15. Scottsbluff Youth Council Representative report (informational only):
16. Adjournment.

City of Scottsbluff, Nebraska

Monday, October 17, 2016

Regular Meeting

Item Consent1

Approve the minutes from the October 3, 2016 Regular Meeting.

Staff Contact: Cindy Dickinson, City Clerk

Regular Meeting
October 3, 2016

The Scottsbluff City Council met in a regular meeting on Monday, October 3, 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 September 30, 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 NBC Nebraska, and the Star Herald. The notice was also available on the city's website on September 30, 2016.

Mayor Randy Meininger presided and City Clerk Dickinson recorded the proceedings. The Pledge of Allegiance was recited. Mayor Meininger welcomed everyone in attendance and encouraged all citizens to participate in the council meeting asking those wishing to speak to come to the microphone and state their name and address for the record. Mayor Meininger informed those in attendance that a copy of the Nebraska open meetings act is posted in the back of the room on the west wall for the public's review. The following Council Members were present: Randy Meininger, Raymond Gonzales, Jordan Colwell, Scott Shaver and Mark McCarthy. Also present was City Attorney Howard Olsen. Absent: None. Mayor Meininger asked if there were any changes to the agenda. City Clerk Dickinson informed the Council that item 6e, "approve the City Manager's appointment of Kim Kuster-Dale to the Park, Cemetery and Tree Board" should be pulled from the agenda. Moved by Mayor Meininger, seconded by Council Member Shaver, "to remove item 6e from the agenda," "YEAS", Colwell, Meininger, McCarthy, Shaver, and Gonzales, "NAYS. Absent: None.

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

1. "The minutes from the September 19, 2016 Regular Meeting be approved,"
2. "The absence of Scott Shaver from the September 19, 2016 Regular Meeting be approved,"
3. "A public hearing be set for October 17, 2016, 6:05 p.m. to consider the Class C Liquor License application for Blackstone Spirits LLC dba Kelley's Liquor, 817 West 27th St., Scottsbluff, NE,"
4. "Bid specifications for a new sanitation vehicle be approved and authorize the city clerk to advertise for bids to be received by October 24, 2016 at 1:00 p.m. local time," "YEAS", Colwell, Meininger, McCarthy, and Gonzales, "NAYS. Absent: None. Abstain: Shaver.

Moved by Council Member Shaver, seconded by Mayor Meininger, "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 October 3, 2016, as on file with the City Clerk and submitted to the City Council," "YEAS", Meininger, Colwell, Gonzales, Shaver, and McCarthy, "NAYS" None. Absent: None.

CLAIMS

ACCELERATED RECEIVABLES SOLUTIONS,WAGE ATTACHMENT,149.12; ALAMAR CORP,24 UNIFORM SHIRTS,730.73; ALVARO SILVA, CONTRACTUAL SERV, 1305; AMAZON.COM HEADQUARTERS,MISC.,461.4; ANITA'S GREENSCAPING INC,BID PRKNG

LOT MNTNC,1261.11; ANTHONY J MURPHY,MEALS FOR MURPHY AT NSFM TRAINING,87; B & H INVESTMENTS, INC,DEP SUP - LIBRARY,77; BLUFFS SANITARY SUPPLY INC.,JAN SUP. - LIBRARY,78.45; BRETTHAUER, JERRY,CONTRACTUAL,310; CARR- TRUMBULL LUMBER CO, INC.,DEPT SUP,84.74; CELLCO PARTNERSHIP,CELL PHONES,532.34; CEMENTER'S INC,DEPT SUP,308.16; CITIBANK N.A.,OFFICE SUPPLIES,306.65; CITY OF SCB,PETTY CASH,50.4; CLARK PRINTING LLC,OFFICE SUPPLIES,1038.75; CLIFTON SPENCER,CAMPGROUND,128.57; COLONIAL LIFE & ACCIDENT INSURANCE COMPANY,LIFE & ACCIDENT INS,48.7; COMPUTER CONNECTION INC,RENT-MACH,45.73; CONSOLIDATED MANAGEMENT COMPANY,SCHOOLS & CONF,194.72; CONTRACTORS MATERIALS INC.,CONCRETE BLADE & SAFETY GLASSES,993.92; CYNTHIA GREEN,DEPT SUPPL,225.69; DALE'S TIRE & RETREADING, INC.,EQUIP MAINT,90.82; DAS STATE ACCOUNTING-CENTRAL FINANCE,MONTHLY LONG DISTANCE,160.63; DAVID LEIS,LB840 LOAN,88000; DUANE E. WOHLERS,DISPOSAL FEES,900; ENERGY LABORATORIES, INC,SAMPLES,135; FAT BOYS TIRE AND AUTO,NEW TIRES FOR GRADER,8939.6; FEDERAL EXPRESS CORPORATION,POSTAGE,174.03; FLOYD'S TRUCK CENTER, INC,VEHCILE MTNC,358.31; FREMONT MOTOR SCOTTSBLUFF, LLC,VEHICLE MAINT,40.51; FUN EXPRESS, LLC,DEPT SUPP,130.32; GALLS INC,DEPT SUPPL,38.94; GENERAL ELECTRIC CAPITAL CORPORATION,DEPT SUPP,506.1; GREENKEEPER COMPANY, INC,DEPT SUPP,4345; H D SUPPLY WATERWORKS LTD,METERS,5053.45; HAWKINS, INC.,CHEMICALS,2688.25; HEILBRUN'S INC.,DEPT SUPPLIES,712.11; HOLIDAY INN - KEARNEY,CONFERENCE EXPENSE,269.85; HYDROTEX PARTNERS, LTD,ATF FOR CENTRAL GARAGE,201.42; IDEAL LAUNDRY AND CLEANERS, INC.,JANITORIAL SUPPLIES,739.06; INDEPENDENT PLUMBING AND HEATING, INC,DEPT SUPP,45.03; INGRAM LIBRARY SERVICES INC,BKS,4693.91; INTERNAL REVENUE SERVICE,WITHHOLDINGS,60538.97; INTERNATIONAL PUBLIC MANAGEMENT ASSOCIATION-HR,TESTING MATERIALS - FIRE CAPT,175; INVENTIVE WIRELESS OF NE, LLC,CONTRACTUAL SERV,54.95; J G ELLIOTT CO.INC.,NOTARY BOND,350; JENSEN MARVIN,QUIT CLAIM DEED,105; JOHN DEERE FINANCIAL,DEPT SUPP,17.99; JOHN DEERE FINANCIAL,DEPT SUPP,721.88; JONES K ALEXANDRIA,CONTRACTUAL,800; KEHM GLENDA,QUIT CLAIM DEED,85; KRISA SHELLY,SCHOOLS & CONF,265; KUHLMAN, BOBBI,SCHOOLS & CONF,45; LEAGUE ASSOCIATION OF RISK MANAGEMENT,ENDORSMENT FOR PETTING ZOO,50; M.C. SCHAFF & ASSOCIATES, INC,STRUCTURES,56207; MADER, PERRY,SCHOOL & CONF,158.22; MATTHEW M. HUTT,PRE EMPL. EVALUATION,450; MED-TECH RESOURCE LLC,EMS SUPPLIES,152.29; MENARDS, INC,DEPT SUPPLIES,1647.72; MENTGEN JOHN,TREE REBATE,249; MIDLANDS NEWSPAPERS, INC,LEGAL PUBLISHING,686.68; MIDWEST CONNECT, LLC,DEPT SUPP,850.67; MIDWEST MOTOR SUPPLY CO INC,SAFETY GLASSES FOR CREW,79.68; NATHAN JOHNSON,CONFERENCE EXPENSE,111; NE CHILD SUPPORT PAYMENT CENTER,NE CHILD SUPPORT PYBLE,1237.93; NE COLORADO CELLULAR, INC,CONTRACTUAL SVC,74.74; NE DEPT OF ENVIRONMENTAL QUALITY,CONTRACTUAL SERVICES,2100; NEBRASKA SAFETY & FIRE EQUIPEMENT INC.,BATTERIES FOR PSB FIRE ALARM SYSTEM,125; NEBRASKA MACHINERY CO,EQUIP MTNC,1411.24; NEBRASKA

PUBLIC POWER DISTRICT,ELECTRICITY,27870.71; NWEA,SCHOOLS & CONF,200; OREGON TRAIL PLUMBING, HEATING & COOLING INC,BLDG MAINT,355; PANHANDLE COOPERATIVE ASSOCIATION,OTHER FUEL,19533.6; PANHANDLE ENVIRONMENTAL SERVICES INC,SAMPLES,144; PANHANDLE HUMANE SOCIETY,CONTRACTUAL,5023.88; PAUL REED CONSTRUCTION & SUPPLY, INC,STRUCTURES,53310.6; PLATTE VALLEY BANK,HEALTH SAVINGS,13607.71; POSTMASTER,POSTAGE,285.21; PROTEX CENTRAL, INC.,CONTRACTUAL SVC,342.65; QUILL CORPORATION,DEPT SUPPL,87.78; REGANIS AUTO CENTER, INC,VEH MAINT,89.45; REGIONAL CARE INC,HEALTH INS. PREMIUM,86647.44; RIVERSIDE ZOOLOGICAL FOUNDATION,CONTRACTUAL,87500; ROOSEVELT PUBLIC POWER DISTRICT,ELECTRIC POWER,2716.95; S M E C,EMPLOYEE DEDUCTION,179.5; SANDBERG IMPLEMENT, INC,EQUIP MAINT,7; SCB FIREFIGHTERS UNION LOCAL 1454,FIRE EE DUES,180; SCOTTSBLUFF POLICE OFFICERS ASSOCIATION,POLICE EE DUES,528; SHERIFF'S OFFICE,LEGAL,289.5; SHERWIN WILLIAMS,YELLOW & WHITE LATEX PAINT,4868.5; SIMON CONTRACTORS,CONCRETE FOR STREET REPAIR,9793.55; SNELL SERVICES INC.,EQUIP MTNC,513.8; SOURCE GAS,MONTHLY ENERGY FUEL,840.75; SPECIAL INVESTIGATIONS,CONTRACTUAL,85.93; STATE HEALTH LAB,SAMPLES,7461; STATE OF NE.,CONTRACTUAL,420; THE SUPPLY CACHE INC,DEPT SUPPL,616.5; TOTAL LANDSCAPE CONCEPTS,DEPT SUP,227.98; TRANS IOWA EQUIPMENT LLC,VEH MAINT,268.67; TWIN CITIES DEVELOPMENT ASSOC, INC,CONTRACT,7000; TYLER TECHNOLOGIES, INC,ONLINE UB FEES,485.5; UNITED STATES WELDING, INC,DEPT SUPPLIES,1705.01; US BANK,HAZARDOUS MATERIAL RESPONSE SUPPLIES,2341.28; USGS NATIONAL CENTER MS 270,CONTRACTUAL SVC,12625; VANTAGEPOINT TRANSFER AGENTS-300793,DEF COMP,945; VANTAGEPOINT TRANSFER AGENTS-705437,ROTH IRA,530; WAGNER RITA,REFUND,35.8; WELLS FARGO BANK, N.A.,RETIREMENT,30844.29; WESTERN COOPERATIVE COMPANY,EQUIP MAINT,23; WESTERN COOPERATIVE COMPANY,CONTRACTUAL SERVICES,65.79; ZM LUMBER INC,DEPT SUPP,11.52; REFUNDS: PATRICIA KOLLER, 56.12; JANE OURADA, 2.73; MICHELLE WILLEY, 10.60.

Mr. Chad Leeling with Shots Bar and Grill approached the Council and explained his application for a "Cool October Nights Car Show" Community Festival Event on October 15, 2016 from 12:00 noon to 6:00 p.m. He originally submitted a request for 2:00 p.m. to 8:00 p.m., however, wanted to have the event start right after the Old West Weekend Parade. There will not be any outdoor music, but may have some food caterers. The permit also calls for blocking the 1700 Block of Broadway and 18th Street from Broadway to Ave. A. Moved by Mayor Meininger, seconded by Council Member Shaver, "to approve the Cool October Nights Car Show Community Festival Permit for The Stomping Ground dba SHOTS on the 1700 block of Broadway and 18th Street between Broadway and Avenue A, including street closures for a car show on October 15, 2016, from 12:00 p.m. to 6:00 p.m." "YEAS", Meininger, Colwell, Gonzales, Shaver, and McCarthy, "NAYS" None. Absent: None.

Mayor Meininger opened the public hearing at 6:05 p.m. as scheduled for this date to determine if the East Overland Corridor should be declared substandard and blighted. City Planner Annie Folck explained that the City's Comprehensive Plan was completed this spring showing that redevelopment was

one of the important projects from that plan, specifically the Southeast part of town. The Blight and Substandard Study completed by Rick Kuckkahn, if approved, will provide for use of Tax Increment Financing in this area. The City is being proactive by initiating this study first, which will assist any prospective developers with their projects. The City has already been approached by some potential developers. An open house was held on August 25, 2016, informing the Southeast Neighborhood residents and business owners of the study and what the designation provides for development.

Astrid Munn addressed the Council on behalf of the residents of the Southeast area. She thanked the City Council for their on-going efforts to consider the needs of Southeast Scottsbluff and work on improvements to the neighborhood.

Robert Blanco commented that he originally had concerns about a Blight and Substandard designation of this neighborhood, but after meeting with Ms. Folck, he was assured that the designation will be a good thing for improving the neighborhood. He added that it's important to pay attention to the zoning and what businesses may want to locate in the area.

Duane Hvorka, Executive Director, Nebraska Wildlife Federation, commented that he has helped with the clean-up efforts in Southeast Scottsbluff and feels this is a very vital part of our community. In addition, he is supportive of the Solar Array project the City and NPPD are working on.

There were no additional comments on the Blight and Substandard designation of Southeast Scottsbluff. Mayor Meininger closed the public hearing at 6:15 p.m. Ms. Folck informed the Council that the City currently has 22% of property designated as blighted and substandard. This area would add approximately .5% more; the total amount allowed is 33%.

Moved by Council Member Shaver, seconded by Council Member McCarthy, "to approve the designation of the East Overland Corridor as substandard and blighted as described in the study," "YEAS", Meininger, Colwell, Gonzales, Shaver, and McCarthy, "NAYS" None. Absent: None.

Cassidy Baum, Executive Director of Keep Scottsbluff Gering Beautiful, explained the impact of the Stormwater Educational program with students, residents and partnership with many area civic groups. The Storm Water Program Agreement is a two year agreement to provide public education and the application of stickers on storm drains, reminding residents to not dump pollutants into the storm drain. Moved by Council Member Gonzales, seconded by Council Member Shaver, "to approve the Keep Scottsbluff Gering Beautiful Storm Water Program Agreement for a two year period October 1, 2016 to October 1, 2018," "YEAS", Meininger, Colwell, Gonzales, Shaver, and McCarthy, "NAYS" None. Absent: None.

Jeff Kelley, Executive Director of Panhandle Area Development District (PADD) explained that the Support Agreement is the same as last year's, the dues has remained the same for approximately seven years. The City of Scottsbluff is the largest city, paying the largest dues amount in the Panhandle. Over the past year PADD has assisted with the City's Comprehensive Plan, received a Brownfields inventory grant, hosted a Brownfields redevelopment workshop, hosted a planning workshop in Gering, assisted two businesses with economic development loans, assisted the City of Scottsbluff with a Community Development Block Grant application, assisted with contacts for the walkability study, and continues to provide staff to assist with the Heartland Expressway.

Council Member Gonzales asked about adding a performance measure to assist with the Economic Development Plan as the city moves forward with an Economic Development Director. PADD is planning to add an additional employee the first of the year, so they will be able to offer assistance. City Manager Johnson commented that the additional duties may change the amount of PADD's contract. Mayor Meininger commented that since PADD is a quasi-government agency, LB 840 funds cannot be used to pay their contract. Mr. Johnson and Mr. Kelley will discuss the details of the additional work, which can be considered with an addendum to the contract. Moved by Council Member Shaver,

seconded by Mayor Meininger, “to approve renewal of the current Support Agreement with Panhandle Area Development District and authorize the Mayor to execute the agreement,” “YEAS”, Meininger, Colwell, Gonzales, Shaver, and McCarthy, “NAYS” None. Absent: None.

Lanette Richards, Project Coordinator for Monument Prevention Coalition, gave a report on activities of her organization for the last quarter. She has sponsored Human Performance Project training for coaches, sponsors and youth, and facilitated group meetings, working on a Human Performance Project vision. They conducted two TIPS training for servers, helped with monthly coalition meetings at WNCC, held a law enforcement meeting with all agencies in Scotts Bluff County, and attended trainings through the Behavioral Health Department. There has been a decline in underage use arrests and compliance checks, which is encouraging. Moved by Mayor Meininger, seconded by Council Member Gonzales, “to approve the renewal of the Monument Prevention Coalition Support Agreement and authorize the Mayor to execute the agreement,” “YEAS”, Meininger, Colwell, Gonzales, Shaver, and McCarthy, “NAYS” None. Absent: None.

Martin Mickey, Riverside Discovery Center (RDC) Board President, gave the Council an update on recent changes to their organization. One of the Managers and the Executive Director are no longer at the RDC, so the board has been working with the Association of Zoos and Aquariums (AZA) for assistance and to build their relationship. The AZA received input from the previous staff that the relationship between the RDC and the City has been strained; the current staff recognizes the need to build a more transparent relationship. They would like to have conversations regarding our future together to include funding, cross promotion and city involvement. They are interested in cooperating more with the Police Department regarding night security and policies regarding animal escapes.

The RDC staff has made many improvements to the grounds and operations. The AZA is willing to allow time for the RDC to get their new management in place. Mr. Mickey said they hope to have a new Executive Director in place within 90-120 days, and will consider also hiring a Senior Keeper and Curator. Council Member Gonzales suggested that all communication between the RDC and the City Council go through the Council’s representative, Council Member McCarthy.

Currently there are seven zoo keepers and three maintenance workers. Regarding funding, fifty percent of their budget is funded by City, and the rest of the funding comes from fund raisers and events. Mr. Mickey added that the staff at the Riverside Discovery Center has done an excellent job and are to be commended.

City Manager Johnson presented the eCenter Support Agreement, explaining that he would like to get additional information from Twin Cities Development (TCD) on a few items. As we work with the eCenter and the Regional Economic Development Plan, we need to make sure all items are in place to make sure the eCenter is a valuable, sustainable operation. Mayor Meininger asked if there was any certified eCenter training available. Mr. Johnson informed the Council that the International Economic Development Council provides special training for entrepreneurial centers that would be very valuable as we move forward with this endeavor.

Sean Overeynder, with TCD, will look into the training and feels this would definitely be a helpful tool. Council Member Shaver asked what the guidelines are for a qualifying business under the LB840 plan. Mr. Overeynder explained that he has a matrix that helps define how to build and enhance the business with a business plan and projections. Council Member Shaver wanted to clarify that the businesses in the eCenter are ones that actually need the help, not existing businesses that are already up and running. Mr. Overeynder explained that the more experienced businesses are actually mentoring other businesses through the Mastermind program to build the eco center from within.

Council Member Gonzales added that the existing businesses are growing through the Business and Expansion Program. Mr. Johnson explained that it's important to look into certification training to align the City's mission and TCD's mission with the eCenter. Mayor Meininger commented that he is a supporter of the eCenter, however the benefits are long term, so we are not going to see progress for many years. Moved by Mayor Meininger, seconded by Council Member Shaver, "to bring the eCenter agreement with Twin Cities Development back to the City Council to include educational requirements, performance measures and guidelines," "YEAS", Meininger, Colwell, Gonzales, Shaver, and McCarthy, "NAYS" None. Absent: None.

City Manager Johnson presented the agreement with Nebraska Public Power District (NPPD) to purchase property for the Solar Array Project. The Phase I Environmental Assessment is complete and the report came back clean, so we are ready to move forward on this project. This property is located in front of the NPPD building and the purchase price is \$20,000.00. Duane Hvorka, Executive Director, Nebraska Wildlife Federation, commented that he has been working with utility companies across the state and is pleased to see solar energy projects move forward.

Mayor Meininger explained that this solar array project is a community project, so it is available to anyone in the community to utilize. Terry Rajewich, Account Manager, NPPD, announced that there will be an open house soon to explain what the program will offer. Moved by Council Member Gonzales, seconded by Council Member McCarthy, "to approve the agreement with Nebraska Public Power District to purchase property (approximately .34 acres) to be used for the Solar Array Project and authorize the Mayor to execute the agreement," "YEAS", Meininger, Colwell, Gonzales, Shaver, and McCarthy, "NAYS" None. Absent: None.

Mr. Johnson presented the bids for the landfill excavator, which will be split with the City of Gering. There were two bids received by the City of Gering for this equipment, with the lowest and best bid from Murphy Tractor & Equipment in the amount of \$164,655.00. This equipment will substantially extend the life of the current landfill. The funds for this purchase are from a sinking fund with the City of Gering to be used for the purchase of a new landfill site and equipment. Moved by Mayor Meininger, seconded by Council Member Colwell, "to authorize the expenditure from the Landfill Fund for the purchase of a Landfill Excavator from Murphy Tractor in the amount of \$164,655.00, cost split between Scottsbluff and Gering," "YEAS", Meininger, Colwell, Gonzales, Shaver, and McCarthy, "NAYS" None. Absent: None.

City Manager Johnson presented the release of lien for special assessments in Paving District No. 308 and Water District No. 102, which have been paid by the owner. Finance Director Liz Hilyard explained that these special districts could be paid out of debt service, however, warrants allows us to cash flow better. This is basically a short term note, and we are paying minimal interest. Ms. Hilyard said she is not concerned about the amount we currently owe, as our debt service fund is healthy. We anticipate that the other property owners in these districts will pay off their assessments also. Moved by Mayor Meininger, seconded by Council Member Shaver, "to authorize the Mayor to execute the Release of Lien for Special Assessments for Paving District No. 308 and Water District No. 102," "YEAS", Meininger, Colwell, Gonzales, Shaver, and McCarthy, "NAYS" None. Absent: None.

Mr. Johnson presented the agreement with the Nebraska Department of Roads for engineering services for the Monument Valley Pathway. Agreement number two provides for an increase in the consultant's fee due to some additional title searches required for the project. Funds for this project have been budgeted; the project is more than what was anticipated. Moved by Council Member Gonzales, seconded by Council Member Colwell, "to approve the agreement with the Nebraska Department of

Roads for preliminary engineering services with M.C. Schaff and Associates for the Monument Valley Pathway and approve the Resolution.,” “YEAS”, Meininger, Colwell, Gonzales, and McCarthy, “NAYS” Shaver. Absent: None.

RESOLUTION No. 16-10-01

**PRELIMINARY ENGINEERING SERVICES AGREEMENT
SUPPLEMENTAL AGREEMENT NO. 2 - B01231**

CITY OF SCOTTSBLUFF

Whereas: City of Scottsbluff and M.C. Schaff & Associates, Inc., have previously executed a Preliminary Engineering Services Agreement (B01231) for a transportation project for which the Local Public Agency (LPA) would like to obtain Federal funds;

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

Whereas: City of Scottsbluff and M.C. Schaff & Associates, Inc. wish to enter into a preliminary engineering services supplemental agreement setting out modifications and/or additional duties and/or funding responsibilities for the Federal-aid project.

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

Randy Meininger, Mayor of City of Scottsbluff is hereby authorized to sign the attached Preliminary Engineering Services Supplemental Agreement No. 2 between the City of Scottsbluff and M.C. Schaff & Associates, Inc.

NDOR Project Number: ENH-79(42)

NDOR Control Number: 51512

NDOR Project Description: Scottsbluff Valley Pathway North

Adopted this 3rd day of October, 2016 at Scottsbluff, Nebraska.

The City Council of City of Scottsbluff, Nebraska:

_____, Mayor

Attest:

_____, City Clerk

Council introduced the Ordinance providing for a new 1 ½% restaurant occupation tax, effective January 1, 2017 which was read by title on third reading: **AN ORDINANCE PROVIDING FOR A NEW OCCUPATION TAX ENTITLED FOOD SERVICE, DRINKING PLACES AND RESTAURANT TAX, REPEALING PRIOR SECTIONS LOCATED IN CHAPTER 6, ARTICLE 6 AND CHAPTER 11, ARTICLE 2 OF THE SCOTTSBLUFF MUNICIPAL CODE, PROVIDING FOR PUBLICATION IN PAMPHLET FORM AND PROVIDING FOR AN EFFECTIVE DATE.**

Mayor Meininger asked for public comment regarding this Ordinance. Mr. Dave Thiele, owner of Godfathers Pizza, explained to the Council that he has talked to a number of restaurant owners regarding the occupation tax. He presented a petition signed by 20 restaurant owners who are opposed to the 1.5 % restaurant tax. In addition, he presented petitions with 337 signatures from customers of various restaurants who also oppose the restaurant tax. He commented that the election in May regarding the vote on LB 357 showed that it was mandated by the people that they did not want an additional sales tax.

Moved by Mayor Meininger, seconded by Council Member Shaver, “to accept the petitions with signatures of restaurant owners and customers opposing the Ordinance providing for a 1.5% restaurant tax,” “YEAS”, Meininger, Colwell, Gonzales, Shaver, and McCarthy, “NAYS” None. Absent: None.

Ronetta Green, owner of Tangled Tumbleweed, commented that her business would struggle if this additional tax would be imposed, adding that she would need to increase her prices to pay the tax.

Marty Manley, owner of Prime Cut also commented that customers in his restaurant do not want the additional tax.

Terry Jessen, citizen, commented that Section 11-2-6 (E) of the Ordinance, regarding the revenue purposes of the tax, states that the sales tax is purely for revenue purposes for the city. He commented further that Section 11-2-8 states that the tax collected shall be placed to the credit of the general fund to be used for infrastructure improvements projects or such other funds as designated by the City Council. He feels these two sections are in conflict and open to challenge. The public has already voted against the sales tax and this appears to be end run to that attempt.

Mayor Meininger commented that the purpose of the proposed Ordinance is to provide revenue to support infrastructure. Mr. Theile commented that the Ordinance should clarify that all funds collected should go only to infrastructure. He feels that the previous attempt at the Hotel tax should have been more specific and pursued since this taxes visitors to our community rather than residents. Mayor Meininger commented that the hotel tax would not generate enough funds to pay for the necessary infrastructure improvements.

Council Member Shaver added that another concern about the Restaurant Tax is the accounting required to pay and collect the additional 1.5% tax. Mayor Meininger informed the Council that the Ordinance regarding the proposed restaurant sales tax will be discussed at a later meeting.

Council introduced the Ordinance allowing for Tiny Home Communities as a Planned Unit Development which was read by title on second reading: **AN ORDINANCE OF THE CITY OF SCOTTSBLUFF, NEBRASKA AMENDING CHAPTER 25 ARTICLE 7 RELATING TO PLANNED UNIT DEVELOPMENTS PROVIDING FOR AN ADDITIONAL SECTION RELATING TO A TINY HOME COMMUNITY PLANNED UNIT DEVELOPMENTS, PROVIDING FOR PUBLICATION IN PAMPHLET FORM AND FOR AN EFFECTIVE DATE.**

Under Council Reports, Mayor Meininger reported that the Senior Center met recently and are working on some interior improvements and working with NPPD to replace their lighting to LED. Mr.

Johnson will be attending the pre-kick off meeting of PAWS with the Wyoming Water Development Commission. Mayor Meininger reported on the 911 task force, they have bids from four companies to provide for the CAD and records management. Council Member Shaver reported that there is currently a transition of leadership at Scottsbluff High School, so they hope to get a Youth Council representative soon .

Moved by Council Member Shaver, seconded by Council Member Colwell, “to adjourn the meeting at 7:25 p.m.,” “YEAS”, Meininger, Colwell, Gonzales, Shaver, and McCarthy, “NAYS” None. Absent: None.

Mayor

Attest:

City Clerk
“SEAL”

City of Scottsbluff, Nebraska

Monday, October 17, 2016

Regular Meeting

Item Consent2

Council to cancel the October 31, 2016 meeting, as two regular meetings will have already been held in the month of October.

Staff Contact: City Council

City of Scottsbluff, Nebraska

Monday, October 17, 2016

Regular Meeting

Item Claims1

Regular claims

Staff Contact: Liz Hilyard, Finance Director



Expense Approval Report

By Vendor Name

Post Dates 10/04/2016 - 10/17/2016

Description (Payable)	Account Name	(None)	(None)	(None)	Amount
Vendor: 00460 - ACCELERATED RECEIVABLES SOLUTIONS					
Fund: 713 - CASH & INVESTMENT POOL					
WAGE ATTACHMENT	WAGE ATTACHMENT EE PAY				149.12
Fund 713 - CASH & INVESTMENT POOL Total:					149.12
Vendor 00460 - ACCELERATED RECEIVABLES SOLUTIONS Total:					149.12
Vendor: 00393 - ACTION COMMUNICATIONS INC.					
Fund: 621 - ENVIRONMENTAL SERVICES					
WI MAX INTERNET	DEPARTMENT SUPPLIES				27.50
Fund 621 - ENVIRONMENTAL SERVICES Total:					27.50
Fund: 631 - WASTEWATER					
WI MAX INTERNET	DEPARTMENT SUPPLIES				27.50
Fund 631 - WASTEWATER Total:					27.50
Vendor 00393 - ACTION COMMUNICATIONS INC. Total:					55.00
Vendor: 08558 - ALBERT RAMIREZ					
Fund: 111 - GENERAL					
BLDG MAINT	BUILDING MAINTENANCE				95.00
Fund 111 - GENERAL Total:					95.00
Vendor 08558 - ALBERT RAMIREZ Total:					95.00
Vendor: 06781 - ASSURITY LIFE INSURANCE CO					
Fund: 713 - CASH & INVESTMENT POOL					
LIFE INSURANCE	LIFE INS EE PAYABLE				34.36
Fund 713 - CASH & INVESTMENT POOL Total:					34.36
Vendor 06781 - ASSURITY LIFE INSURANCE CO Total:					34.36
Vendor: 00295 - B & H INVESTMENTS, INC					
Fund: 111 - GENERAL					
Dep. sup. - library	DEPARTMENT SUPPLIES				56.50
Fund 111 - GENERAL Total:					56.50
Vendor 00295 - B & H INVESTMENTS, INC Total:					56.50
Vendor: 08787 - BEEHIVE INDUSTRIES,LLC					
Fund: 111 - GENERAL					
DEPT CNTRCL SRVCS	CONTRACTUAL SERVICES				2,800.00
DEPT CNTRCL SRVCS	CONTRACTUAL SERVICES				5,625.00
Fund 111 - GENERAL Total:					8,425.00
Fund: 631 - WASTEWATER					
CONTRACTUAL SVC	CONTRACTUAL SERVICES				5,625.00
Fund 631 - WASTEWATER Total:					5,625.00
Fund: 641 - WATER					
CONTRACTUAL SVC	CONTRACTUAL SERVICES				5,625.00
Fund 641 - WATER Total:					5,625.00
Fund: 661 - STORMWATER					
CONTRACTUAL SVC	CONTRACTUAL SERVICES				5,625.00
Fund 661 - STORMWATER Total:					5,625.00
Vendor 08787 - BEEHIVE INDUSTRIES,LLC Total:					25,300.00
Vendor: 00405 - BLUFFS SANITARY SUPPLY INC.					
Fund: 111 - GENERAL					
JANIT SUPPL	JANITORIAL SUPPLIES				23.64

Expense Approval Report

Post Dates: 10/04/2016 - 10/17/2016

Description (Payable)	Account Name	(None)	(None)	(None)	Amount
JANIT SUPPL	JANITORIAL SUPPLIES				23.64
				Fund 111 - GENERAL Total:	47.28
				Vendor 00405 - BLUFFS SANITARY SUPPLY INC. Total:	47.28
Vendor: 04893 - BROWN'S SHOE FIT, CO.					
				Fund: 641 - WATER	
UNIFORMS & CLOTHING	UNIFORMS & CLOTHING				149.80
				Fund 641 - WATER Total:	149.80
				Vendor 04893 - BROWN'S SHOE FIT, CO. Total:	149.80
Vendor: 00027 - CALM NIGHTS, LLC					
				Fund: 111 - GENERAL	
SCHOOLS & CONF	SCHOOL & CONFERENCE				91.00
				Fund 111 - GENERAL Total:	91.00
				Vendor 00027 - CALM NIGHTS, LLC Total:	91.00
Vendor: 00735 - CAPITAL BUSINESS SYSTEMS INC.					
				Fund: 111 - GENERAL	
monthly maint copier	EQUIPMENT MAINTENANCE				95.54
				Fund 111 - GENERAL Total:	95.54
				Vendor 00735 - CAPITAL BUSINESS SYSTEMS INC. Total:	95.54
Vendor: 00363 - CEMENTER'S INC					
				Fund: 212 - TRANSPORTATION	
CONCRETE FOR STREET REPAIR	STREET MAINTENANCE				945.00
CONCRETE FOR STREET REPAIR	STREET MAINTENANCE				810.00
				Fund 212 - TRANSPORTATION Total:	1,755.00
				Vendor 00363 - CEMENTER'S INC Total:	1,755.00
Vendor: 05859 - CITIBANK, N.A.					
				Fund: 213 - CEMETERY	
DEPT SUPP	DEPARTMENT SUPPLIES				30.52
				Fund 213 - CEMETERY Total:	30.52
				Vendor 05859 - CITIBANK, N.A. Total:	30.52
Vendor: 02995 - CONSOLIDATED MANAGEMENT COMPANY					
				Fund: 111 - GENERAL	
SCHOOLS & CONF	SCHOOL & CONFERENCE				97.36
				Fund 111 - GENERAL Total:	97.36
				Vendor 02995 - CONSOLIDATED MANAGEMENT COMPANY Total:	97.36
Vendor: 07689 - CYNTHIA GREEN					
				Fund: 111 - GENERAL	
D.S. DEPT SUP	DEPARTMENT SUPPLIES				89.99
DEPT SUPP	DEPARTMENT SUPPLIES				10.35
				Fund 111 - GENERAL Total:	100.34
				Vendor 07689 - CYNTHIA GREEN Total:	100.34
Vendor: 00234 - D & H ELECTRONICS INC.					
				Fund: 212 - TRANSPORTATION	
SUPP	DEPARTMENT SUPPLIES				5.45
				Fund 212 - TRANSPORTATION Total:	5.45
				Vendor 00234 - D & H ELECTRONICS INC. Total:	5.45
Vendor: 03321 - DALE'S TIRE & RETREADING, INC.					
				Fund: 631 - WASTEWATER	
EQUIP MAINT	EQUIPMENT MAINTENANCE				60.00
				Fund 631 - WASTEWATER Total:	60.00
				Vendor 03321 - DALE'S TIRE & RETREADING, INC. Total:	60.00

Expense Approval Report

Post Dates: 10/04/2016 - 10/17/2016

Description (Payable)	Account Name	(None)	(None)	(None)	Amount
Vendor: 07574 - FAT BOYS TIRE AND AUTO					
Fund: 631 - WASTEWATER					
VEH MAINT	VEHICLE MAINTENANCE				36.00
				Fund 631 - WASTEWATER Total:	36.00
Fund: 725 - CENTRAL GARAGE					
equipment mtnc	EQUIPMENT MAINTENANCE				490.96
				Fund 725 - CENTRAL GARAGE Total:	490.96
				Vendor 07574 - FAT BOYS TIRE AND AUTO Total:	526.96
Vendor: 00016 - GARTON, LYNN					
Fund: 631 - WASTEWATER					
SCHOOLS & CONF	SCHOOL & CONFERENCE				83.00
				Fund 631 - WASTEWATER Total:	83.00
				Vendor 00016 - GARTON, LYNN Total:	83.00
Vendor: 09639 - HANNA:KEELAN ASSOC, P.C. COM PLANNING & RESEARCH					
Fund: 111 - GENERAL					
MULTI-COUNTY REGIONAL HO...	CONTINGENCY				14,500.00
				Fund 111 - GENERAL Total:	14,500.00
				Vendor 09639 - HANNA:KEELAN ASSOC, P.C. COM PLANNING & RESEARCH Total:	14,500.00
Vendor: 00861 - HEILBRUN'S INC.					
Fund: 111 - GENERAL					
EQUIP MAINT	EQUIPMENT MAINTENANCE				77.97
				Fund 111 - GENERAL Total:	77.97
Fund: 621 - ENVIRONMENTAL SERVICES					
equip mtnc	EQUIPMENT MAINTENANCE				13.50
dept supplies	DEPARTMENT SUPPLIES				39.94
				Fund 621 - ENVIRONMENTAL SERVICES Total:	53.44
Fund: 631 - WASTEWATER					
DEPT SUP	DEPARTMENT SUPPLIES				62.37
				Fund 631 - WASTEWATER Total:	62.37
Fund: 725 - CENTRAL GARAGE					
equipment mtnc	EQUIPMENT MAINTENANCE				179.73
equipment mtnc	EQUIPMENT MAINTENANCE				96.28
equipment mtnc	EQUIPMENT MAINTENANCE				19.14
equipment mtnc	EQUIPMENT MAINTENANCE				11.99
equipment mtnc	EQUIPMENT MAINTENANCE				27.01
equipment mtnc	EQUIPMENT MAINTENANCE				461.31
equipment mtnc	EQUIPMENT MAINTENANCE				11.99
equipment mtnc	EQUIPMENT MAINTENANCE				20.18
equipment mtnc	EQUIPMENT MAINTENANCE				185.34
equipment mtnc	EQUIPMENT MAINTENANCE				28.80
equipment mtnc	EQUIPMENT MAINTENANCE				83.03
				Fund 725 - CENTRAL GARAGE Total:	1,124.80
				Vendor 00861 - HEILBRUN'S INC. Total:	1,318.58
Vendor: 00299 - HULLINGER GLASS & LOCKS INC.					
Fund: 111 - GENERAL					
DEPT SUPP	DEPARTMENT SUPPLIES				5.50
				Fund 111 - GENERAL Total:	5.50
				Vendor 00299 - HULLINGER GLASS & LOCKS INC. Total:	5.50
Vendor: 08793 - HYDRONIC WATER MANAGEMENT					
Fund: 111 - GENERAL					
Cont. srvc.	CONTRACTUAL SERVICES				425.00
				Fund 111 - GENERAL Total:	425.00
				Vendor 08793 - HYDRONIC WATER MANAGEMENT Total:	425.00

Expense Approval Report

Post Dates: 10/04/2016 - 10/17/2016

Description (Payable)	Account Name	(None)	(None)	(None)	Amount
Vendor: 00525 - IDEAL LAUNDRY AND CLEANERS, INC.					
Fund: 111 - GENERAL					
Jan sup. - lib.	JANITORIAL SUPPLIES				82.04
DEPT SUPP	DEPARTMENT SUPPLIES				56.05
Fund 111 - GENERAL Total:					138.09
Fund: 212 - TRANSPORTATION					
SUPP - MATS, TOWELS, CVRLLS	DEPARTMENT SUPPLIES				65.70
Fund 212 - TRANSPORTATION Total:					65.70
Fund: 621 - ENVIRONMENTAL SERVICES					
dept supplies	DEPARTMENT SUPPLIES				61.17
Fund 621 - ENVIRONMENTAL SERVICES Total:					61.17
Vendor 00525 - IDEAL LAUNDRY AND CLEANERS, INC. Total:					264.96
Vendor: 00937 - INDEPENDENT PLUMBING AND HEATING, INC					
Fund: 111 - GENERAL					
GROUNDS MAINT	GROUNDS MAINTENANCE				8.70
Fund 111 - GENERAL Total:					8.70
Vendor 00937 - INDEPENDENT PLUMBING AND HEATING, INC Total:					8.70
Vendor: 09291 - INGRAM LIBRARY SERVICES INC					
Fund: 111 - GENERAL					
Bks	BOOKS				79.90
Fund 111 - GENERAL Total:					79.90
Vendor 09291 - INGRAM LIBRARY SERVICES INC Total:					79.90
Vendor: 08154 - INTERNAL REVENUE SERVICE					
Fund: 713 - CASH & INVESTMENT POOL					
WITHHOLDINGS	MEDICARE W/H EE PAYABLE				3,539.03
WITHHOLDINGS	MEDICARE W/H EE PAYABLE				3,539.03
WITHHOLDINGS	FICA W/H EE PAYABLE				13,203.79
WITHHOLDINGS	FICA W/H EE PAYABLE				13,203.79
WITHHOLDINGS	FED W/H EE PAYABLE				24,871.58
Fund 713 - CASH & INVESTMENT POOL Total:					58,357.22
Vendor 08154 - INTERNAL REVENUE SERVICE Total:					58,357.22
Vendor: 05696 - INVENTIVE WIRELESS OF NE, LLC					
Fund: 111 - GENERAL					
CONTRACTUAL	CONTRACTUAL SERVICES				9.95
Fund 111 - GENERAL Total:					9.95
Vendor 05696 - INVENTIVE WIRELESS OF NE, LLC Total:					9.95
Vendor: 00192 - J G ELLIOTT CO.INC.					
Fund: 111 - GENERAL					
NOTARY BOND	BONDING				70.00
Fund 111 - GENERAL Total:					70.00
Vendor 00192 - J G ELLIOTT CO.INC. Total:					70.00
Vendor: 06981 - JACOBS AUTO GLASS					
Fund: 725 - CENTRAL GARAGE					
equipment mtnc	EQUIPMENT MAINTENANCE				175.00
Fund 725 - CENTRAL GARAGE Total:					175.00
Vendor 06981 - JACOBS AUTO GLASS Total:					175.00
Vendor: 06131 - JOHN DEERE FINANCIAL					
Fund: 111 - GENERAL					
DEPT SUPP	DEPARTMENT SUPPLIES				1,169.87
DEPT SUPP	DEPARTMENT SUPPLIES				239.97
EQUIP MAINT	EQUIPMENT MAINTENANCE				54.99
Fund 111 - GENERAL Total:					1,464.83
Fund: 212 - TRANSPORTATION					
SUPP - FASTENER	DEPARTMENT SUPPLIES				2.18
CLOTHING FOR CREW	UNIFORMS & CLOTHING				264.93

Expense Approval Report

Post Dates: 10/04/2016 - 10/17/2016

Description (Payable)	Account Name	(None)	(None)	(None)	Amount
CLOTHING FOR CREW	UNIFORMS & CLOTHING				269.97
CLOTHING FOR CREW	UNIFORMS & CLOTHING				260.95
CLOTHING FOR CREW	UNIFORMS & CLOTHING				279.95
CLOTHING FOR CREW	UNIFORMS & CLOTHING				269.45
CLOTHING FOR CREW	UNIFORMS & CLOTHING				272.95
CLOTHING FOR CREW	UNIFORMS & CLOTHING				267.95
CLOTHING FOR CREW	UNIFORMS & CLOTHING				263.92
CLOTHING FOR CREW	UNIFORMS & CLOTHING				265.95
CLOTHING FOR CREW	UNIFORMS & CLOTHING				269.96
CLOTHING FOR CREW	UNIFORMS & CLOTHING				272.97
Fund 212 - TRANSPORTATION Total:					2,961.13
Fund: 631 - WASTEWATER					
DEPT SUP	DEPARTMENT SUPPLIES				44.99
Fund 631 - WASTEWATER Total:					44.99
Fund: 641 - WATER					
UNIFORMS & CLOTHING	UNIFORMS & CLOTHING				101.63
Fund 641 - WATER Total:					101.63
Vendor 06131 - JOHN DEERE FINANCIAL Total:					4,572.58
Vendor: 08067 - JOHN DEERE FINANCIAL					
Fund: 111 - GENERAL					
DEPT SUPP	DEPARTMENT SUPPLIES				35.97
EQUIP MAINT	EQUIPMENT MAINTENANCE				35.86
EQUIP MAINT	EQUIPMENT MAINTENANCE				33.99
EQUIP MAINT	EQUIPMENT MAINTENANCE				-35.86
Fund 111 - GENERAL Total:					69.96
Vendor 08067 - JOHN DEERE FINANCIAL Total:					69.96
Vendor: 09474 - JOHN DEERE FINANCIAL					
Fund: 111 - GENERAL					
EQUIP MAINT	EQUIPMENT MAINTENANCE				5.74
EQUIP MAINT	EQUIPMENT MAINTENANCE				12.24
Fund 111 - GENERAL Total:					17.98
Fund: 213 - CEMETERY					
EQUIP MAINT	EQUIPMENT MAINTENANCE				7.08
Fund 213 - CEMETERY Total:					7.08
Vendor 09474 - JOHN DEERE FINANCIAL Total:					25.06
Vendor: 00014 - KEEP SCOTTSBLUFF-GERING BEAUTIFUL					
Fund: 621 - ENVIRONMENTAL SERVICES					
contractual services	CONTRACTUAL SERVICES				5,000.00
Fund 621 - ENVIRONMENTAL SERVICES Total:					5,000.00
Vendor 00014 - KEEP SCOTTSBLUFF-GERING BEAUTIFUL Total:					5,000.00
Vendor: 04892 - LEAGUE ASSOCIATION OF RISK MANAGEMENT					
Fund: 111 - GENERAL					
INSURANCE	WORKERS COMPENSATION				982.06
INSURANCE	WORKERS COMPENSATION				3,374.32
INSURANCE	WORKERS COMPENSATION				102,300.97
INSURANCE	WORKERS COMPENSATION				41,424.29
INSURANCE	WORKERS COMPENSATION				562.84
INSURANCE	WORKERS COMPENSATION				11,199.07
INSURANCE	WORKERS COMPENSATION				4,764.65
INSURANCE	FIRE INSURANCE				6,075.94
INSURANCE	FIRE INSURANCE				3,570.87
INSURANCE	FIRE INSURANCE				5,151.57
INSURANCE	FIRE INSURANCE				19,353.23
INSURANCE	FIRE INSURANCE				25,028.62
INSURANCE	LIABILITY INSURANCE				20,797.48
INSURANCE	LIABILITY INSURANCE				24,723.00
INSURANCE	LIABILITY INSURANCE				7,841.00

Expense Approval Report

Post Dates: 10/04/2016 - 10/17/2016

Description (Payable)	Account Name	(None)	(None)	(None)	Amount
INSURANCE	LIABILITY INSURANCE				44,289.00
INSURANCE	LIABILITY INSURANCE				3,222.00
INSURANCE	LIABILITY INSURANCE				4,581.00
INSURANCE	LIABILITY INSURANCE				3,419.00
INSURANCE	VEHICLE INSURANCE				456.20
INSURANCE	VEHICLE INSURANCE				453.82
INSURANCE	VEHICLE INSURANCE				30,541.10
INSURANCE	VEHICLE INSURANCE				15,406.77
INSURANCE	VEHICLE INSURANCE				5,560.42
VEHICLE - POLICE (ENDORSEME...	VEHICLE INSURANCE				609.79
Fund 111 - GENERAL Total:					385,689.01
Fund: 212 - TRANSPORTATION					
INSURANCE	WORKERS COMPENSATION				31,900.43
INSURANCE	FIRE INSURANCE				13,155.68
INSURANCE	LIABILITY INSURANCE				11,942.00
INSURANCE	VEHICLE INSURANCE				19,483.22
Fund 212 - TRANSPORTATION Total:					76,481.33
Fund: 213 - CEMETERY					
INSURANCE	WORKERS COMPENSATION				3,560.46
INSURANCE	FIRE INSURANCE				2,805.90
INSURANCE	LIABILITY INSURANCE				919.00
INSURANCE	VEHICLE INSURANCE				500.46
Fund 213 - CEMETERY Total:					7,785.82
Fund: 621 - ENVIRONMENTAL SERVICES					
INSURANCE	WORKERS COMPENSATION				30,840.11
INSURANCE	FIRE INSURANCE				11,676.84
INSURANCE	LIABILITY INSURANCE				9,999.00
INSURANCE	VEHICLE INSURANCE				31,989.10
Fund 621 - ENVIRONMENTAL SERVICES Total:					84,505.05
Fund: 631 - WASTEWATER					
INSURANCE	WORKERS COMPENSATION				7,586.25
INSURANCE	FIRE INSURANCE				59,602.23
INSURANCE	LIABILITY INSURANCE				9,496.00
INSURANCE	VEHICLE INSURANCE				17,563.60
Fund 631 - WASTEWATER Total:					94,248.08
Fund: 641 - WATER					
INSURANCE	WORKERS COMPENSATION				13,299.96
INSURANCE	FIRE INSURANCE				29,985.30
INSURANCE	LIABILITY INSURANCE				9,595.00
INSURANCE	VEHICLE INSURANCE				6,244.46
Fund 641 - WATER Total:					59,124.72
Fund: 721 - GIS SERVICES					
INSURANCE	WORKERS COMPENSATION				61.74
Fund 721 - GIS SERVICES Total:					61.74
Fund: 725 - CENTRAL GARAGE					
INSURANCE	WORKERS COMPENSATION				360.00
Fund 725 - CENTRAL GARAGE Total:					360.00
Vendor 04892 - LEAGUE ASSOCIATION OF RISK MANAGEMENT Total:					708,255.75
Vendor: 08190 - MADISON NATIONAL LIFE					
Fund: 111 - GENERAL					
LIFE INSURANCE	DISABILITY INSURANCE				365.20
Fund 111 - GENERAL Total:					365.20
Fund: 713 - CASH & INVESTMENT POOL					
LIFE INSURANCE	LIFE INS EE PAYABLE				34.92
LIFE INSURANCE	DIS INC INS EE PAYABLE				707.32

Expense Approval Report

Post Dates: 10/04/2016 - 10/17/2016

Description (Payable)	Account Name	(None)	(None)	(None)	Amount
LIFE INSURANCE	LIFE INS ER PAYABLE				731.52
				Fund 713 - CASH & INVESTMENT POOL Total:	1,473.76
				Vendor 08190 - MADISON NATIONAL LIFE Total:	1,838.96
Vendor: 07628 - MENARDS, INC					
Fund: 213 - CEMETERY					
BLDG MAINT	BUILDING MAINTENANCE				74.94
				Fund 213 - CEMETERY Total:	74.94
Fund: 641 - WATER					
DEPT SUP	DEPARTMENT SUPPLIES				230.30
DEPT SUP	DEPARTMENT SUPPLIES				163.72
				Fund 641 - WATER Total:	394.02
				Vendor 07628 - MENARDS, INC Total:	468.96
Vendor: 00705 - MIDLANDS NEWSPAPERS, INC					
Fund: 111 - GENERAL					
Sbscrp. - library	SUBSCRIPTIONS				139.00
				Fund 111 - GENERAL Total:	139.00
				Vendor 00705 - MIDLANDS NEWSPAPERS, INC Total:	139.00
Vendor: 00100 - NAT'L LEAGUE OF CITIES					
Fund: 111 - GENERAL					
MEMBERSHIP	MEMBERSHIPS				1,489.00
				Fund 111 - GENERAL Total:	1,489.00
				Vendor 00100 - NAT'L LEAGUE OF CITIES Total:	1,489.00
Vendor: 04082 - NE CHILD SUPPORT PAYMENT CENTER					
Fund: 713 - CASH & INVESTMENT POOL					
NE CHILD SUPPORT PYBLE	CHILD SUPPORT EE PAY				1,237.93
				Fund 713 - CASH & INVESTMENT POOL Total:	1,237.93
				Vendor 04082 - NE CHILD SUPPORT PAYMENT CENTER Total:	1,237.93
Vendor: 00797 - NE DEPT OF REVENUE					
Fund: 713 - CASH & INVESTMENT POOL					
WITHHOLDINGS	STATE W/H EE PAYABLE				19,010.83
				Fund 713 - CASH & INVESTMENT POOL Total:	19,010.83
				Vendor 00797 - NE DEPT OF REVENUE Total:	19,010.83
Vendor: 01358 - NE LAW ENFORCEMENT TRAINING CENTER					
Fund: 111 - GENERAL					
SCHOOLS & CONF	SCHOOL & CONFERENCE				50.00
				Fund 111 - GENERAL Total:	50.00
				Vendor 01358 - NE LAW ENFORCEMENT TRAINING CENTER Total:	50.00
Vendor: 00088 - NEBRASKA MUNICIPAL CLERKS' ASSOCIATION					
Fund: 111 - GENERAL					
DUES - CHRISTINE BURBACH	MEMBERSHIPS				35.00
DUES - CINDY DICKINSON	MEMBERSHIPS				35.00
				Fund 111 - GENERAL Total:	70.00
				Vendor 00088 - NEBRASKA MUNICIPAL CLERKS' ASSOCIATION Total:	70.00
Vendor: 01785 - NEBRASKA STATEWIDE ARBORETUM					
Fund: 661 - STORMWATER					
MEMBERSHIPS	MEMBERSHIPS				130.00
				Fund 661 - STORMWATER Total:	130.00
				Vendor 01785 - NEBRASKA STATEWIDE ARBORETUM Total:	130.00
Vendor: 09413 - NEOPOST					
Fund: 111 - GENERAL					
POSTAGE	POSTAGE				1,000.00
				Fund 111 - GENERAL Total:	1,000.00
				Vendor 09413 - NEOPOST Total:	1,000.00

Expense Approval Report

Post Dates: 10/04/2016 - 10/17/2016

Description (Payable)	Account Name	(None)	(None)	(None)	Amount
Vendor: 09487 - NEWMAN, TIMOTHY					
Fund: 111 - GENERAL					
SCHOOLS & CONF/GAS	GASOLINE				40.00
SCHOOLS & CONF/GAS	SCHOOL & CONFERENCE				60.00
				Fund 111 - GENERAL Total:	100.00
				Vendor 09487 - NEWMAN, TIMOTHY Total:	100.00
Vendor: 00815 - PANHANDLE AREA DEVELOPMENT DISTRICT					
Fund: 111 - GENERAL					
FY16-17 MEMBERSHIP	MEMBERSHIPS				11,656.60
				Fund 111 - GENERAL Total:	11,656.60
				Vendor 00815 - PANHANDLE AREA DEVELOPMENT DISTRICT Total:	11,656.60
Vendor: 06416 - PANHANDLE RC&D					
Fund: 111 - GENERAL					
MEMBERSHIP DUES	MEMBERSHIPS				300.00
				Fund 111 - GENERAL Total:	300.00
				Vendor 06416 - PANHANDLE RC&D Total:	300.00
Vendor: 01276 - PLATTE VALLEY BANK					
Fund: 713 - CASH & INVESTMENT POOL					
HEALTH SAVINGS	HSA EE PAYABLE				12,347.43
HEALTH SAVINGS	HSA ER PAYABLE				1,281.25
				Fund 713 - CASH & INVESTMENT POOL Total:	13,628.68
				Vendor 01276 - PLATTE VALLEY BANK Total:	13,628.68
Vendor: 00272 - POSTMASTER					
Fund: 621 - ENVIRONMENTAL SERVICES					
Postage	POSTAGE				126.11
Postage	POSTAGE				82.86
				Fund 621 - ENVIRONMENTAL SERVICES Total:	208.97
Fund: 631 - WASTEWATER					
Postage	POSTAGE				126.11
Postage	POSTAGE				82.87
				Fund 631 - WASTEWATER Total:	208.98
Fund: 641 - WATER					
Postage	POSTAGE				126.10
Postage	POSTAGE				82.87
				Fund 641 - WATER Total:	208.97
				Vendor 00272 - POSTMASTER Total:	626.92
Vendor: 00796 - POWERPLAN					
Fund: 725 - CENTRAL GARAGE					
equipment mtnc	EQUIPMENT MAINTENANCE				26.76
				Fund 725 - CENTRAL GARAGE Total:	26.76
				Vendor 00796 - POWERPLAN Total:	26.76
Vendor: 00266 - QUILL CORPORATION					
Fund: 111 - GENERAL					
DEPT SUPPL	DEPARTMENT SUPPLIES				24.99
DEPT SUPPL	DEPARTMENT SUPPLIES				179.94
DEPT SUPPL	DEPARTMENT SUPPLIES				156.86
DEPT SUPPL	DEPARTMENT SUPPLIES				237.33
DEPT SUPPL	DEPARTMENT SUPPLIES				147.93
DEPT SUPPL	DEPARTMENT SUPPLIES				65.60
DEPT & INVEST SUPPL	DEPARTMENT SUPPLIES				7.99
DEPT & INVEST SUPPL	DEPARTMENT SUPPLIES				7.99
DEPT & INVEST SUPPL	INVESTIGATION SUPPLIES				139.92
DEPT & INVEST SUPPL	DEPARTMENT SUPPLIES				7.99
DEPT & INVEST SUPPL	DEPARTMENT SUPPLIES				7.99
DEPT & INVEST SUPPL	INVESTIGATION SUPPLIES				99.84
DEPT & INVEST SUPPL	DEPARTMENT SUPPLIES				7.99

Expense Approval Report

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Description (Payable)	Account Name	(None)	(None)	(None)	Amount
DEPT & INVEST SUPPL	DEPARTMENT SUPPLIES				47.97
DEPT & INVEST SUPPL	DEPARTMENT SUPPLIES				7.99
DEPT & INVEST SUPPL	INVESTIGATION SUPPLIES				69.96
INVEST SUPPL	INVESTIGATION SUPPLIES				36.66
Fund 111 - GENERAL Total:					1,254.94
Vendor 00266 - QUILL CORPORATION Total:					1,254.94
Vendor: 06780 - RAILROAD MANAGEMENT CO III, LLC					
Fund: 631 - WASTEWATER					
RENT - LAND	RENT-LAND				176.86
Fund 631 - WASTEWATER Total:					176.86
Fund: 641 - WATER					
RENT - LAND	RENT-LAND				176.86
Fund 641 - WATER Total:					176.86
Vendor 06780 - RAILROAD MANAGEMENT CO III, LLC Total:					353.72
Vendor: 09583 - RECORDED BOOKS INC					
Fund: 111 - GENERAL					
Cont. srvc.	CONTRACTUAL SERVICES				997.80
Fund 111 - GENERAL Total:					997.80
Vendor 09583 - RECORDED BOOKS INC Total:					997.80
Vendor: 04089 - REGIONAL CARE INC					
Fund: 812 - HEALTH INSURANCE					
CLAIMS	CLAIMS EXPENSE				38,197.65
CLAIMS	CLAIMS EXPENSE				14,305.61
Fund 812 - HEALTH INSURANCE Total:					52,503.26
Vendor 04089 - REGIONAL CARE INC Total:					52,503.26
Vendor: 00026 - S M E C					
Fund: 713 - CASH & INVESTMENT POOL					
EMPLOYEE DEDUCTIONS	SMEC EE PAYABLE				179.50
Fund 713 - CASH & INVESTMENT POOL Total:					179.50
Vendor 00026 - S M E C Total:					179.50
Vendor: 00257 - SANDBERG IMPLEMENT, INC					
Fund: 111 - GENERAL					
DEPT SUPP	DEPARTMENT SUPPLIES				512.99
Fund 111 - GENERAL Total:					512.99
Fund: 725 - CENTRAL GARAGE					
equipment mtnc	EQUIPMENT MAINTENANCE				86.76
Fund 725 - CENTRAL GARAGE Total:					86.76
Vendor 00257 - SANDBERG IMPLEMENT, INC Total:					599.75
Vendor: 00496 - SATUR, JACK					
Fund: 641 - WATER					
SCHOOL & CONF	SCHOOL & CONFERENCE				94.00
Fund 641 - WATER Total:					94.00
Vendor 00496 - SATUR, JACK Total:					94.00
Vendor: 02531 - SCB FIREFIGHTERS UNION LOCAL 1454					
Fund: 713 - CASH & INVESTMENT POOL					
FIRE EE DUES	FIRE UNION DUES EE PAY				180.00
Fund 713 - CASH & INVESTMENT POOL Total:					180.00
Vendor 02531 - SCB FIREFIGHTERS UNION LOCAL 1454 Total:					180.00
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

Expense Approval Report

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Description (Payable)	Account Name	(None)	(None)	(None)	Amount
Vendor: 00338 - SCOTTSBLUFF SENIOR CENTER					
Fund: 111 - GENERAL					
contractual	CONTRACTUAL SERVICES				5,750.00
Fund 111 - GENERAL Total:					5,750.00
Vendor 00338 - SCOTTSBLUFF SENIOR CENTER Total:					5,750.00
Vendor: 07502 - SHAFFER PUBLICATONS					
Fund: 111 - GENERAL					
Sbscrp.	SUBSCRIPTIONS				2,074.06
Fund 111 - GENERAL Total:					2,074.06
Vendor 07502 - SHAFFER PUBLICATONS Total:					2,074.06
Vendor: 01325 - THE PEAVEY CORP					
Fund: 111 - GENERAL					
INVEST SUPPL	INVESTIGATION SUPPLIES				666.80
Fund 111 - GENERAL Total:					666.80
Vendor 01325 - THE PEAVEY CORP Total:					666.80
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: 07537 - TRANS IOWA EQUIPMENT LLC					
Fund: 212 - TRANSPORTATION					
CABLE FOR ROTARY SNOW BL...	EQUIPMENT MAINTENANCE				1,957.27
Fund 212 - TRANSPORTATION Total:					1,957.27
Vendor 07537 - TRANS IOWA EQUIPMENT LLC Total:					1,957.27
Vendor: 09239 - UNIQUE MANAGEMENT SERVICES, INC					
Fund: 111 - GENERAL					
Cont. srvc	CONTRACTUAL SERVICES				545.95
Fund 111 - GENERAL Total:					545.95
Vendor 09239 - UNIQUE MANAGEMENT SERVICES, INC Total:					545.95
Vendor: 09549 - UNIVERSITY OF LOUISVILLE					
Fund: 111 - GENERAL					
SCHOOLS & CONF	SCHOOL & CONFERENCE				1,195.00
Fund 111 - GENERAL Total:					1,195.00
Vendor 09549 - UNIVERSITY OF LOUISVILLE Total:					1,195.00
Vendor: 01217 - US BANK					
Fund: 212 - TRANSPORTATION					
BOND PRINCIPAL & INTEREST	DEBT SERVICE-PRINCIPAL				455,000.00
BOND PRINCIPAL & INTEREST	DEBT SERVICE-INTEREST				14,406.25
Fund 212 - TRANSPORTATION Total:					469,406.25
Vendor 01217 - US BANK Total:					469,406.25
Vendor: 08828 - US BANK					
Fund: 111 - GENERAL					
FY 16-17 MEMBERSHIP - LIZ HIL...	MEMBERSHIPS				190.00
GASOLINE	GASOLINE				31.91
GASOLINE	GASOLINE				34.00
GASOLINE	GASOLINE				26.44
REGISTRATION FEE	SCHOOL & CONFERENCE				395.00
DEPT SUPPLIES	DEPARTMENT SUPPLIES				69.77
GASOLINE	GASOLINE				35.00
Fund 111 - GENERAL Total:					782.12

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Description (Payable)	Account Name	(None)	(None)	(None)	Amount
Fund: 212 - TRANSPORTATION					
EQUIP MAINT	EQUIPMENT MAINTENANCE				1,255.49
Fund 212 - TRANSPORTATION Total:					1,255.49
Vendor 08828 - US BANK Total:					2,037.61
Vendor: 00166 - Vantagepoint Transfer Agents-300793					
Fund: 713 - CASH & INVESTMENT POOL					
DEF COMP	DEFERRED COMP EE PAY				945.00
Fund 713 - CASH & INVESTMENT POOL Total:					945.00
Vendor 00166 - Vantagepoint Transfer Agents-300793 Total:					945.00
Vendor: 09614 - Vantagepoint Transfer Agents-705437					
Fund: 713 - CASH & INVESTMENT POOL					
ROTH IRA	DEFERRED COMP EE PAY				530.00
Fund 713 - CASH & INVESTMENT POOL Total:					530.00
Vendor 09614 - Vantagepoint Transfer Agents-705437 Total:					530.00
Vendor: 03674 - WELLS FARGO BANK, N.A.					
Fund: 713 - CASH & INVESTMENT POOL					
RETIREMENT	REGULAR RETIRE EE PAY				6,753.34
RETIREMENT	REGULAR RETIRE EE PAY				7,149.57
RETIREMENT	RETIRE FIRE EE PAYABLE				2,421.31
RETIREMENT	RETIRE FIRE EE PAYABLE				4,048.64
RETIREMENT	RETIRE POLICE EE PAY				4,704.62
RETIREMENT	RETIRE POLICE EE PAY				4,359.88
Fund 713 - CASH & INVESTMENT POOL Total:					29,437.36
Vendor 03674 - WELLS FARGO BANK, N.A. Total:					29,437.36
Vendor: 06089 - WESTERN COOPERATIVE COMPANY					
Fund: 111 - GENERAL					
DEPT SUPP	DEPARTMENT SUPPLIES				39.59
Fund 111 - GENERAL Total:					39.59
Vendor 06089 - WESTERN COOPERATIVE COMPANY Total:					39.59
Vendor: 00268 - WESTERN COOPRTATIVE COMPANY					
Fund: 111 - GENERAL					
GROUNDS MAINT	GROUNDS MAINTENANCE				1,642.50
GROUNDS MAINT	GROUNDS MAINTENANCE				49.38
Fund 111 - GENERAL Total:					1,691.88
Vendor 00268 - WESTERN COOPRTATIVE COMPANY Total:					1,691.88
Vendor: 02378 - WESTERN SURETY COMPANY					
Fund: 111 - GENERAL					
BOND - FLOYD J. COLWELL	BONDING				100.00
Fund 111 - GENERAL Total:					100.00
Vendor 02378 - WESTERN SURETY COMPANY Total:					100.00
Vendor: 07239 - WYOMING FIRST AID & SAFETY SUPPLY, LLC					
Fund: 212 - TRANSPORTATION					
FIRST AID KIT SUPPLIES	DEPARTMENT SUPPLIES				39.55
Fund 212 - TRANSPORTATION Total:					39.55
Vendor 07239 - WYOMING FIRST AID & SAFETY SUPPLY, LLC Total:					39.55
Vendor: 02057 - YOUNG MEN'S CHRISTIAN ASSOCIATION OF SCOTTSBLUFF, NE					
Fund: 713 - CASH & INVESTMENT POOL					
YMCA	YMCA PAY EE				1,664.00
Fund 713 - CASH & INVESTMENT POOL Total:					1,664.00
Vendor 02057 - YOUNG MEN'S CHRISTIAN ASSOCIATION OF SCOTTSBLUFF, NE Total:					1,664.00
Grand Total:					1,448,781.01

Report Summary

Fund Summary

Fund	Expense Amount	Payment Amount
111 - GENERAL	442,345.84	365.20
212 - TRANSPORTATION	553,927.17	0.00
213 - CEMETERY	7,898.36	0.00
218 - PUBLIC SAFETY	365.69	0.00
621 - ENVIRONMENTAL SERVICES	89,856.13	208.97
631 - WASTEWATER	100,572.78	208.98
641 - WATER	65,875.00	208.97
661 - STORMWATER	5,755.00	0.00
713 - CASH & INVESTMENT POOL	127,355.76	127,355.76
721 - GIS SERVICES	61.74	0.00
725 - CENTRAL GARAGE	2,264.28	0.00
812 - HEALTH INSURANCE	52,503.26	52,503.26
Grand Total:	1,448,781.01	180,851.14

Account Summary

Account Number	Account Name	Expense Amount	Payment Amount
111-51261-111	WORKERS COMPENSATI...	982.06	0.00
111-51261-121	WORKERS COMPENSATI...	3,374.32	0.00
111-51261-141	WORKERS COMPENSATI...	102,300.97	0.00
111-51261-142	WORKERS COMPENSATI...	41,424.29	0.00
111-51261-151	WORKERS COMPENSATI...	562.84	0.00
111-51261-171	WORKERS COMPENSATI...	11,199.07	0.00
111-51261-172	WORKERS COMPENSATI...	4,764.65	0.00
111-51281-142	DISABILITY INSURANCE	365.20	365.20
111-52111-111	DEPARTMENT SUPPLIES	136.17	0.00
111-52111-121	DEPARTMENT SUPPLIES	89.99	0.00
111-52111-141	DEPARTMENT SUPPLIES	23.97	0.00
111-52111-142	DEPARTMENT SUPPLIES	884.59	0.00
111-52111-151	DEPARTMENT SUPPLIES	56.50	0.00
111-52111-171	DEPARTMENT SUPPLIES	2,003.89	0.00
111-52121-141	JANITORIAL SUPPLIES	23.64	0.00
111-52121-142	JANITORIAL SUPPLIES	23.64	0.00
111-52121-151	JANITORIAL SUPPLIES	82.04	0.00
111-52163-142	INVESTIGATION SUPPLIES	1,013.18	0.00
111-52222-151	BOOKS	79.90	0.00
111-52225-151	SUBSCRIPTIONS	2,213.06	0.00
111-52311-111	MEMBERSHIPS	190.00	0.00
111-52311-113	MEMBERSHIPS	1,489.00	0.00
111-52311-114	MEMBERSHIPS	11,956.60	0.00
111-52311-115	MEMBERSHIPS	70.00	0.00
111-52411-111	POSTAGE	1,000.00	0.00
111-52511-142	GASOLINE	92.35	0.00
111-52511-143	GASOLINE	75.00	0.00
111-53111-121	CONTRACTUAL SERVICES	8,425.00	0.00
111-53111-151	CONTRACTUAL SERVICES	1,968.75	0.00
111-53111-171	CONTRACTUAL SERVICES	9.95	0.00
111-53111-172	CONTRACTUAL SERVICES	5,750.00	0.00
111-53421-172	BUILDING MAINTENANCE	95.00	0.00
111-53441-111	EQUIPMENT MAINTENAN...	95.54	0.00
111-53441-171	EQUIPMENT MAINTENAN...	184.93	0.00
111-53471-171	GROUNDS MAINTENANCE	1,700.58	0.00
111-53711-111	SCHOOL & CONFERENCE	395.00	0.00
111-53711-142	SCHOOL & CONFERENCE	1,342.36	0.00
111-53711-143	SCHOOL & CONFERENCE	151.00	0.00
111-53811-113	BONDING	100.00	0.00
111-53811-142	BONDING	70.00	0.00
111-53821-111	FIRE INSURANCE	6,075.94	0.00

Account Summary

Account Number	Account Name	Expense Amount	Payment Amount
111-53821-141	FIRE INSURANCE	3,570.87	0.00
111-53821-142	FIRE INSURANCE	5,151.57	0.00
111-53821-151	FIRE INSURANCE	19,353.23	0.00
111-53821-171	FIRE INSURANCE	25,028.62	0.00
111-53831-111	LIABILITY INSURANCE	20,797.48	0.00
111-53831-121	LIABILITY INSURANCE	24,723.00	0.00
111-53831-141	LIABILITY INSURANCE	7,841.00	0.00
111-53831-142	LIABILITY INSURANCE	44,289.00	0.00
111-53831-151	LIABILITY INSURANCE	3,222.00	0.00
111-53831-171	LIABILITY INSURANCE	4,581.00	0.00
111-53831-172	LIABILITY INSURANCE	3,419.00	0.00
111-53841-111	VEHICLE INSURANCE	456.20	0.00
111-53841-121	VEHICLE INSURANCE	453.82	0.00
111-53841-141	VEHICLE INSURANCE	30,541.10	0.00
111-53841-142	VEHICLE INSURANCE	16,016.56	0.00
111-53841-171	VEHICLE INSURANCE	5,560.42	0.00
111-58111-113	CONTINGENCY	14,500.00	0.00
212-51261-212	WORKERS COMPENSATI...	31,900.43	0.00
212-52111-212	DEPARTMENT SUPPLIES	112.88	0.00
212-52181-212	UNIFORMS & CLOTHING	2,958.95	0.00
212-53441-212	EQUIPMENT MAINTENAN...	3,212.76	0.00
212-53491-212	STREET MAINTENANCE	1,755.00	0.00
212-53821-212	FIRE INSURANCE	13,155.68	0.00
212-53831-212	LIABILITY INSURANCE	11,942.00	0.00
212-53841-212	VEHICLE INSURANCE	19,483.22	0.00
212-57110-212	DEBT SERVICE-PRINCIPAL	455,000.00	0.00
212-57115-212	DEBT SERVICE-INTEREST	14,406.25	0.00
213-51261-213	WORKERS COMPENSATI...	3,560.46	0.00
213-52111-213	DEPARTMENT SUPPLIES	30.52	0.00
213-53421-213	BUILDING MAINTENANCE	74.94	0.00
213-53441-213	EQUIPMENT MAINTENAN...	7.08	0.00
213-53821-213	FIRE INSURANCE	2,805.90	0.00
213-53831-213	LIABILITY INSURANCE	919.00	0.00
213-53841-213	VEHICLE INSURANCE	500.46	0.00
218-52111-142	DEPARTMENT SUPPLIES	365.69	0.00
621-51261-621	WORKERS COMPENSATI...	30,840.11	0.00
621-52111-621	DEPARTMENT SUPPLIES	128.61	0.00
621-52411-621	POSTAGE	208.97	208.97
621-53111-621	CONTRACTUAL SERVICES	5,000.00	0.00
621-53441-621	EQUIPMENT MAINTENAN...	13.50	0.00
621-53821-621	FIRE INSURANCE	11,676.84	0.00
621-53831-621	LIABILITY INSURANCE	9,999.00	0.00
621-53841-621	VEHICLE INSURANCE	31,989.10	0.00
631-51261-631	WORKERS COMPENSATI...	7,586.25	0.00
631-52111-631	DEPARTMENT SUPPLIES	134.86	0.00
631-52411-631	POSTAGE	208.98	208.98
631-53111-631	CONTRACTUAL SERVICES	5,625.00	0.00
631-53441-631	EQUIPMENT MAINTENAN...	60.00	0.00
631-53451-631	VEHICLE MAINTENANCE	36.00	0.00
631-53611-631	RENT-LAND	176.86	0.00
631-53711-631	SCHOOL & CONFERENCE	83.00	0.00
631-53821-631	FIRE INSURANCE	59,602.23	0.00
631-53831-631	LIABILITY INSURANCE	9,496.00	0.00
631-53841-631	VEHICLE INSURANCE	17,563.60	0.00
641-51261-641	WORKERS COMPENSATI...	13,299.96	0.00
641-52111-641	DEPARTMENT SUPPLIES	394.02	0.00
641-52181-641	UNIFORMS & CLOTHING	251.43	0.00
641-52411-641	POSTAGE	208.97	208.97

Account Summary

Account Number	Account Name	Expense Amount	Payment Amount
641-53111-641	CONTRACTUAL SERVICES	5,625.00	0.00
641-53611-641	RENT-LAND	176.86	0.00
641-53711-641	SCHOOL & CONFERENCE	94.00	0.00
641-53821-641	FIRE INSURANCE	29,985.30	0.00
641-53831-641	LIABILITY INSURANCE	9,595.00	0.00
641-53841-641	VEHICLE INSURANCE	6,244.46	0.00
661-52311-661	MEMBERSHIPS	130.00	0.00
661-53111-661	CONTRACTUAL SERVICES	5,625.00	0.00
713-21512	MEDICARE W/H EE PAYAB...	7,078.06	7,078.06
713-21513	FICA W/H EE PAYABLE	26,407.58	26,407.58
713-21514	FED W/H EE PAYABLE	24,871.58	24,871.58
713-21515	STATE W/H EE PAYABLE	19,010.83	19,010.83
713-21517	POL UNION DUES EE PAY	528.00	528.00
713-21518	FIRE UNION DUES EE PAY	180.00	180.00
713-21523	LIFE INS EE PAYABLE	69.28	69.28
713-21524	SMEC EE PAYABLE	179.50	179.50
713-21527	WAGE ATTACHMENT EE ...	149.12	149.12
713-21528	REGULAR RETIRE EE PAY	13,902.91	13,902.91
713-21529	DEFERRED COMP EE PAY	1,475.00	1,475.00
713-21531	RETIRE FIRE EE PAYABLE	6,469.95	6,469.95
713-21533	RETIRE POLICE EE PAY	9,064.50	9,064.50
713-21534	DIS INC INS EE PAYABLE	707.32	707.32
713-21539	CHILD SUPPORT EE PAY	1,237.93	1,237.93
713-21540	YMCA PAY EE	1,664.00	1,664.00
713-21541	HSA EE PAYABLE	12,347.43	12,347.43
713-21723	LIFE INS ER PAYABLE	731.52	731.52
713-21741	HSA ER PAYABLE	1,281.25	1,281.25
721-51261-721	WORKERS COMPENSATI...	61.74	0.00
725-51261-725	WORKERS COMPENSATI...	360.00	0.00
725-53441-725	EQUIPMENT MAINTENAN...	1,904.28	0.00
812-53862-112	CLAIMS EXPENSE	52,503.26	52,503.26
Grand Total:		1,448,781.01	180,851.14

Project Account Summary

Project Account Key	Expense Amount	Payment Amount
None	1,442,660.32	180,851.14
21852111142	365.69	0.00
6002052311	130.00	0.00
6002053111	5,625.00	0.00
Grand Total:	1,448,781.01	180,851.14

UTILITY REFUNDS 10-17-16

Account #	Status	Contact	Service Address	Refund Amount
005-2501-04	Inactive	SAMUEL W CROUCH	2022 AVE A SCOTTSBLUFF NE 69361	1.5
015-5314-07	Inactive	BRIANNA GONZALES	510 W 42ND ST SCOTTSBLUFF NE 69361	3.94
020-3629-05	Inactive	JUANA VARELA	1721 AVE F SCOTTSBLUFF NE 69361	4.56
045-6047-11	Inactive	SHELBY M BENSON	1615 16TH AVE SCOTTSBLUFF NE 69361	20.46
045-5238-01	Inactive	BELEN LONGORIA	1516 14TH AVE SCOTTSBLUFF NE 69361	21.69
010-4542-03	Inactive	SHARON K CLINESMITH	2102 AVE F SCOTTSBLUFF NE 69361	6.77
080-3381-02	Inactive	CURVES CARL GURNSEY	1709 1ST AVE SCOTTSBLUFF NE 69361	10.16
035-3319-04	Inactive	ONEITA L BULLER	717 GREY ST SCOTTSBLUFF NE 69361	6.47
020-5694-03	Inactive	ELI A HAFFNER	713 CANAL ST SCOTTSBLUFF NE 69361	8.63
035-5780-07	Inactive	JOST LLC	1414 AVE C SCOTTSBLUFF NE 69361	9.11
075-6061-03	Inactive	ANDY SAUCEDO	1121 5TH AVE SCOTTSBLUFF NE 69361	1.57
Total				
11				\$94.86

City of Scottsbluff, Nebraska

Monday, October 17, 2016

Regular Meeting

Item Pub. Hear.1

Council to conduct a public hearing at 6:05 p.m. to consider the Class CK Liquor License application for Blackstone Spirits LLC dba Kelley's Liquor, 817 West 27th St., Scottsbluff, NE.

Staff Contact: Cindy Dickinson, City Clerk

Agenda Statement

Item No.

For meeting of: October 17, 2016

AGENDA TITLE: Council to hold a public hearing as advertised for this date at 6:05 p.m. for a Class CK Liquor License for Blackstone Spirits LLC dba Kelley's Liquor, 817 West 27th St.

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 Blackstone Spirits LLC dba Kelley's Liquor, 817 West 27th St., 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 ☐

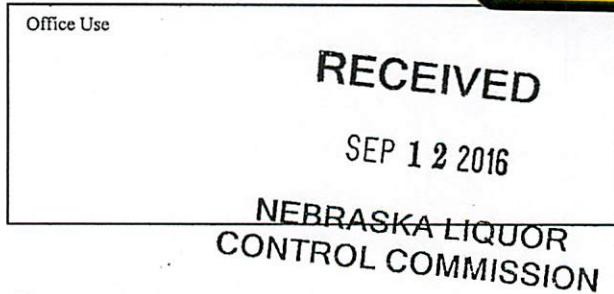
Kelley's Liquor
817 West 27th St.,
Scottsbluff, NE 69361

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



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: Jerald L. Ostdiek

Name of Limited Liability Company that will hold license as listed on the Articles of Organization
Blackstone Spirits, L.L.C.

LLC Address: 1421 East Overland

City: Scottsbluff State: NE Zip Code: 69361

LLC Phone Number: (308) 631-0740

LLC Fax Number _____

Name of Managing/Contact Member

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

Last Name: Kilpatrick First Name: Cory MI: G.

Home Address: 90611 Sugar Factory Road City: Scottsbluff

State: NE Zip Code: 69361 Home Phone Number: (308) 631-0740

Signature of Managing/Contact Member

ACKNOWLEDGEMENT

State of Nebraska
County of Scotts Bluff

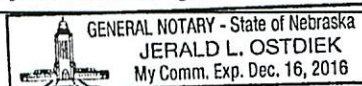
The foregoing instrument was acknowledged before me this

9-9-16

by Cory G. Kilpatrick, Managing Member of Blackstone Spirits, LLC
name of person acknowledge

Date

Affix Seal



**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
- ☐ J LIMITED ALCOHOLIC LIQUOR, OFF SALE – MUST INCLUDE SUPPLEMENTAL FORM 120
- ☐ 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 1 FORM 104)
- ☐ Partnership License (requires insert 2 FORM 105)
- ☐ Corporate License (requires insert 3a FORM 101 & 3c FORM 103)
- ☒ Limited Liability Company (LLC) (requires form 3b FORM 102 & 3c FORM 103)

**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 Jerald L. Ostdiek Phone number: (308) 632-7191

Firm Name Douglas, Kelly, Ostdiek, Ossian, Broderick and Vogl, PC

PREMISES INFORMATIONTrade Name (doing business as) Kelley's LiquorStreet Address #1 817 West 27th Street

Street Address #2 _____

City ScottsbluffCounty Scotts BluffPremises Telephone number (308) 632-5855Business e-mail address wheelman88@yahoo.com

Is this location inside the city/village corporate limits:

YES

x

NO

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

Name Cory G. KilpatrickStreet Address #1 817 West 27th Street

Street Address #2 _____

City ScottsbluffState NEZip 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 60 x width 41 in feet

Is 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

SEE ATTACHED

FORM 100
REV AUG 2016
PAGE 4

APPLICANT INFORMATION**1. READ CAREFULLY. ANSWER COMPLETELY AND ACCURATELY §53-125(5)**

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. Include traffic violations. Commission must be notified of any arrests and/or convictions that may occur after the date of signing this application.

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SEP 12 2016☒ YES ☐ NO

If yes, please explain below or attach a separate page

**NEBRASKA LIQUOR
CONTROL COMMISSION**

Name of Applicant	Date of Conviction (mm/yyyy)	Where Convicted (city & state)	Description of Charge	Disposition
See Attached				

2. Are you buying the business of a current retail liquor license?☒ YES ☐ NOIf yes, give name of business and liquor license number U-23, Inc., License #053490

- 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 ☐ NOIf yes, give name and license number U-23, Inc., License #053490**4. Are you filing a temporary operating permit (TOP) to operate during the application process?**☒ YES ☐ 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.

FORM 100
REV AUG 2016
PAGE 5

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SEP 12 2016

5. Are you borrowing any money from any source, include family or friends, to establish and/or operate the business?

☒ YES ☐ NO

If yes, list the lender(s) Platte Valley Bank, Scottsbluff, NE

NEBRASKA LIQUOR
CONTROL COMMISSION

6. Will any person or entity, other than applicant, be entitled to a share of the profits of this business?

☒ YES ☐ NO

If yes, explain. (all involved persons must be disclosed on application)

Cory G. Kilpatrick and Karen Hunter, Members of LLC

No silent partners

7. Will any of the furniture, fixtures and equipment to be used in this business be owned by others?

☒ YES ☐ NO

If yes, list such item(s) and the owner. See attached

8. Is premises to be licensed within 150 feet of a church, school, hospital, home for the aged or indigent persons or for veterans, their wives, and children, or within 300 feet of a college or university campus?

☐ YES ☒ NO

If yes, provide name and address of such institution and where it is located in relation to the premises (Neb. Rev. Stat. 53-177)(1)

Provide letter of support or opposition, see FORM 134 – church or FORM 135 – campus

9. Is anyone listed on this application a law enforcement officer?

☐ YES ☒ NO

If yes, list the person, the law enforcement agency involved and the person's exact duties.

10. List the primary bank and/or financial institution (branch if applicable) to be utilized by the business.

a) List the individual(s) who will be authorized to write checks and/or withdrawals on accounts at this institution.

Platte Valley Bank (Scottsbluff, NE), Cory G. Kilpatrick, and Karen Hunter

11. List all past and present liquor licenses held in Nebraska or any other state by any person named in this application. Include license holder name, location of license and license number. Also list reason for termination of any license(s) previously held.

None

FORM 100
REV AUG 2016
PAGE 6

CORY G. KILPATRICK				
	06/1998	Otoe County, NE	Speeding 11-15 mph – Infraction	Tried to Court – Guilty – Fine \$75.00
	07/1998	Lincoln County, NE	Overweight Capacity Plates – Infraction	Guilty Plea by Waiver – Fine \$100.00
	01/2001	Scotts Bluff County, NE	No License on Person – Class 3 Misdemeanor	Tried to Court – Guilty – Fine \$25.00
	09/2002	Banner County, NE	Speeding 11-15 mph – Infraction	Guilty Plea by Waiver – Fine \$75.00
	12/2005	Kimball County, NE	Speeding 11-15 mph – Infraction	Guilty Plea by Waiver – Fine \$75.00
	01/2008	Scotts Bluff County, NE	Speeding 11-15 mph – Infraction	Guilty Plea by Waiver – Fine \$75.00

Although Court records indicate a charge of False Reporting – Class 1 Misdemeanor conviction of Guilty by Plea-
Fine \$150.00 in December 1999, in Lancaster County, NE, for Cory G. Kilpatrick, this was not me.

KONI J. KILPATRICK				
	NONE			

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**NEBRASKA LIQUOR
CONTROL COMMISSION**

Form 100
Page 5-A

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12. List the alcohol related training and/or experience (when and where) of the person(s) making application. Those persons required are listed as followed:

- Individual: Applicant and spouse; spouse is exempt if they filed Form 116 – Affidavit of Non-Participation.
- Partnership: All partners and spouses, spouses are exempt if they filed Form 116 – Affidavit of Non-Participation.
- Limited Liability Company: All member of LLC, Manager and all spouses; spouses are exempt if they filed Form 116 – Affidavit of Non-Participation.
- Corporation: President, Stockholders holding 25% or more of shares, Manager and all spouses; spouses are exempt if they filed Form 116 – Affidavit of Non-Participation.

NLCC certified training program completed:

Applicant Name	Date (mm/yyyy)	Name of program (attach copy of course completion certificate)
Cory G. Kilpatrick	10/2016	Responsible Beverage Server Training
Koni J. Kilpatrick	10/2016	Responsible Beverage Server Training

List of NLCC certified training programs

Experience:

Applicant Name/Job Title	Date of Employment:	Name & Location of Business

13. If the property for which this license is sought is owned, submit a copy of the deed, or proof of ownership. If leased, submit a copy of the lease covering the entire license year. **Documents must show title or lease held in name of applicant as owner or lessee in the individual(s) or corporate name for which the application is being filed.**

- ☒ Lease: expiration date September 30, 2021
- ☐ Deed
- ☒ Purchase Agreement

14. When do you intend to open for business? October 1, 2016

15. What will be the main nature of business? Liquor Sales

16. What are the anticipated hours of operation? 8am - 11pm Monday -Saturday; and 12pm to 11pm Sunday

17. List the principal residence(s) for the past 10 years for all persons required to sign, including spouses.

RESIDENCES FOR THE PAST 10 YEARS. APPLICANT AND SPOUSE MUST COMPLETE					
APPLICANT: CITY & STATE	YEAR FROM TO		SPOUSE: CITY & STATE	YEAR FROM TO	
Scottsbluff, NE	2015	2016	Scottsbluff, NE	2015	2016
Gering, NE	1999	2015	Gering, NE	1999	2015

If necessary attach a separate sheet.

FORM 100
REV AUG 2016
PAGE 7

**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

Office Use

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SEP 12 2016

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 State's office)

Name of Registered Agent: Jerald L. Ostdiek

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

Blackstone Spirits, L.L.C.

LLC Address: 1421 East Overland

City: Scottsbluff State: NE Zip Code: 69361

LLC Phone Number: (308) 631-0740

LLC Fax Number _____

Name of Managing/Contact Member

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

Last Name: Kilpatrick First Name: Cory MI: G.

Home Address: 90611 Sugar Factory Road City: Scottsbluff

State: NE Zip Code: 69361 Home Phone Number: (308) 631-0740


Signature of Managing/Contact Member

ACKNOWLEDGEMENT

State of Nebraska
County of Scotts Bluff

The foregoing instrument was acknowledged before me this

by 9-9-16
Date Cory G. Kilpatrick, Managing Member of Blackstone Spirits, LLC
name of person acknowledge

Affix Seal



RECEIVED

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.

Applicant Notification and Record Challenge: Your fingerprints will be used to check the criminal history records of the FBI. You have the opportunity to complete or challenge the accuracy of the information contained in FBI identification record. The procedures for obtaining a change, correction, or updating an FBI identification record are set forth in Title 28, CFR, 16.34.

Must be signed in the presence of a notary public by applicant(s) and spouse(s). See guideline for required signatures

X 
Signature of Applicant

Cory G. Kilpatrick

Print Name

X 
Signature of Spouse

Koni J. Kilpatrick

Print Name

Signature of Applicant

Print Name


Signature of Spouse

Print Name

ACKNOWLEDGEMENT

State of Nebraska
County of SCOTTS BLUFF

The foregoing instrument was acknowledged before me this
Cory G. Kilpatrick and Koni J. Kilpatrick
name of person(s) acknowledged (individual(s) signing)

9th day of September, 2016 by
date

Notary Public signature



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.

FORM 100
REV AUG 2016
PAGE 8

List names of all members and their spouses (even if a spousal affidavit has been submitted)

Last Name: Kilpatrick First Name: Cory MI: G.

Social Security Number: _____ Date of Birth: 02/18/1970

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Spouse Full Name (indicate N/A if single): Koni J. Kilpatrick

SEP 12 2016

Spouse Social Security Number: _____ Date of Birth: 11/19/1969

NEBRASKA LIQUOR
CONTROL COMMISSION

Percentage of member ownership 75%

Last Name: Hunter First Name: Karen MI: _____

Social Security Number: _____ Date of Birth: 04/04/1946

Spouse Full Name (indicate N/A if single): NA

Spouse Social Security Number: _____ Date of Birth: _____

Percentage of member ownership 25%

Last Name: _____ First Name: _____ MI: _____

Social Security Number: _____ Date of Birth: _____

Spouse Full Name (indicate N/A if single): _____

Spouse Social Security Number: _____ Date of Birth: _____

Percentage of member ownership _____

Last Name: _____ First Name: _____ MI: _____

Social Security Number: _____ Date of Birth: _____

Spouse Full Name (indicate N/A if single): _____

Spouse Social Security Number: _____ Date of Birth: _____

Percentage of member ownership _____

FORM 102
REV JUNE 2015
Page 2 of 4

List names of all members and their spouses (even if a spousal affidavit has been submitted)

Last Name: _____ First Name: _____ MI: _____

Social Security Number: _____ Date of Birth: _____

Spouse Full Name (indicate N/A if single): _____

Spouse Social Security Number: _____ Date of Birth: _____

Percentage of member ownership _____

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SEP 12 2016

NEBRASKA LIQUOR
CONTROL COMMISSION

Last Name: _____ First Name: _____ MI: _____

Social Security Number: _____ Date of Birth: _____

Spouse Full Name (indicate N/A if single): _____

Spouse Social Security Number: _____ Date of Birth: _____

Percentage of member ownership _____

Last Name: _____ First Name: _____ MI: _____

Social Security Number: _____ Date of Birth: _____

Spouse Full Name (indicate N/A if single): _____

Spouse Social Security Number: _____ Date of Birth: _____

Percentage of member ownership _____

Last Name: _____ First Name: _____ MI: _____

Social Security Number: _____ Date of Birth: _____

Spouse Full Name (indicate N/A if single): _____

Spouse Social Security Number: _____ Date of Birth: _____

Percentage of member ownership _____

FORM 102
REV JUNE 2015
Page 3 of 4

**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

Office Use

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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 card or print out document from Secretary of State website
- ✓ Fingerprinted. See form 147 for further information, read form carefully to avoid delays in processing, this form **MUST** be included with your application
- ✓ 21 years of age or older

Corporation/LLC information

Name of Corporation/LLC: Blackstone Spirits, L.L.C.

Premises information

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

Premises Trade Name/DBA: Kelley's Liquor

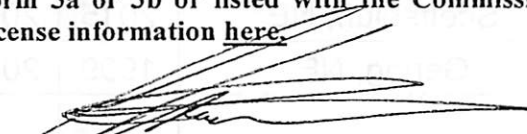
Premises Street Address: 817 West 27th Street

City: Scottsbluff County: Scotts Bluff Zip Code: 69361

Premises Phone Number: (308) 632-5855

Premises Email address: wheelman88@yahoo.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. To see authorized officers or members search your license information here.



Cory G. Kilpatrick, Managing Member

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

Manager's information must be completed below PLEASE PRINT CLEARLY

RECEIVED
SEP 12 2016
MI: G.
NEBRASKA LIQUOR
CONTROL COMMISSION
Zip Code: 68361

Last Name: Kilpatrick First Name: Cory
Home Address: 90611 Sugar Factory Road
City: Scottsbluff County: NE
Home Phone Number: (308) 631-0740
Driver's License Number & State: _____
Social Security Number: _____
Date Of Birth: 02/18/1970 Place Of Birth: McCook, Nebraska
Email address: wheelman88@yahoo.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: Kilpatrick First Name: Koni MI: J.
Social Security Number: _____
Driver's License Number & State: _____
Date Of Birth: 11/19/1969 Place Of Birth: Scottsbluff, Nebraska

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

CITY & STATE	YEAR FROM	YEAR TO	CITY & STATE	YEAR FROM	YEAR TO
Scottsbluff, NE	2015	2016	Scottsbluff, NE	2015	2016
Gering, NE	1999	2015	Gering, NE	1999	2015

MANAGER'S LAST TWO EMPLOYERS

YEAR FROM	TO	NAME OF EMPLOYER	NAME OF SUPERVISOR	TELEPHONE NUMBER
2013	2016	All Star Custom's	Cory Kilpatrick	(308) 631-0740
2010	2013	Greg's Auto Body	Greg Muhr/ Andy Muhr	(308) 632-3113

SEP 12 2016

1. READ CAREFULLY. ANSWER COMPLETELY AND ACCURATELY.

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

**NEBRASKA LIQUOR
CONTROL COMMISSION**

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, include traffic violations. Also list any charges pending at the time of this application. If more than one party, please list charges by each individual's name. Commission must be notified of any arrests and/or convictions that may occur after the date of signing this application.

☒ YES ☐ NO

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
SEE ATTACHED				

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 (§53-131.01) and do you intend to supervise, in person, the management of the business?

☒ YES ☐ NO

**APPLICATION FOR TEMPORARY
OPERATING PERMIT (TOP)**

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

Office Use	RECEIVED
	SEP 12 2016
	NEBRASKA LIQUOR CONTROL COMMISSION

- ☒ Application for a temporary operation permit (TOP) must be included with the application for liquor license. TOP will not be considered without the completed application for a liquor license.
- ☒ Enclose documentation showing sale of business; document may be in the form of a purchase agreement/contract, management agreement or promissory note. Sale of business document must include the following: name of business being sold, purchase date or closing date within 2-3 weeks of requesting TOP and must be signed by the seller and buyer.
- ☐ TOP's are valid for 90 days from date of issuance and cannot be extended past the expiration date (no exceptions).
- ☐ Seller's liquor license will terminate upon issuance of the TOP.
- ☐ If the seller's liquor license is up for renewal during the TOP it will not be necessary for the seller to renew.

NAME OF CURRENT LICENSEE (SELLER):

SELLER'S LICENSE #:

U-23, Inc., A Nebraska Corporation

053490

On (date) August 29, 2016 seller and buyer entered into a contract for sale of the

business known as (TRADE NAME):

The Liquor Cabinet

Buyer seeks to obtain a temporary operating permit (TOP) to allow buyer to operate the business under the same terms and conditions of the current licensee; subject to approval by the Nebraska Liquor Control Commission (NLCC) for a period not to exceed 90 days (no exceptions).

Seller hereby declares that they are current on all accounts with all Nebraska licensed wholesalers under section §53-123.02. Any seller who provides false information regarding such accounts is guilty of a Class IV misdemeanor for each offense.

BARCODE
for office use only

FORM 125
REV JULY 2016
Page 1 of 2

Gary L. Kelley, Pres.
Signature of **SELLER**

Gary L. Kelley, President

U-23, Inc., A Nebraska Corporation

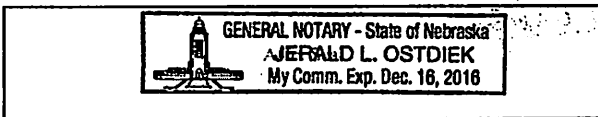
Print Name

State of Nebraska, County of Scotts Bluff

The foregoing instrument was acknowledged before me
this 9th day of September, 2016. (date)

by GARY L. KELLEY, President of U-23, Inc.
Name of person acknowledged
[Individual signing document]

[Signature]
Notary Public signature



[Signature] **RECEIVED**
Signature of **BUYER**

Cory G. Kilpatrick, Managing Member SEP 12 2016

Blackstone Spirits, L.L.C. **NEBRASKA LIQUOR
CONTROL COMMISSION**

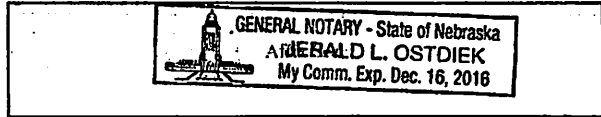
Print Name

State of Nebraska, County of Scotts Bluff

The foregoing instrument was acknowledged before me
this 9th day of September, 2016 (date)

by Cory G. Kilpatrick, Managing Member of
Name of person acknowledged Blackstone Spirits, LLC
[Individual signing document]

[Signature]
Notary Public signature



ADMINISTRATIVE REVIEW – Office use only		
Date: <u>9-12-16</u>	Rep: <u>BH</u>	Application Number: <u>119832</u>
<input checked="" type="checkbox"/> Approved <u>jm</u>	<input type="checkbox"/> Denied _____	
Reason for Denial: _____		

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: 10/14/2016
Re: Application for a Class CK Liquor License number CK-119832, Blackstone Spirits LLC, dba Kelley's Liquor 817 East 27th Street 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:

A background check was conducted on Corey G. Kilpatrick, Koni J. Kilpatrick, and Karen Hunter as a means to determine their fitness to hold a liquor license. Corey reported 4 speeding citations from 1998 to 2008, an "Overweight" citation in 1998 and a "No License on Person" citation in 2001. I did not find any further criminal history for Corey. Koni Kilpatrick and Karen Hunter did not report any criminal history nor did I find any.

On Thursday, October 13th at 1600 hours the City of Scottsbluff Liquor License Holders Investigatory Board convened to meet with Corey Kilpatrick to discuss his liquor license application. Corey explained to the Board that his Wife Koni, his Mother Karen and he purchased "Kelley's Liquor," and have taken over operations earlier this month. Corey went on to explain that Koni and he attended Responsible Beverage Training course on October 6th. Corey further explained that this will be a requirement of their employees. Corey said that 3 of the part-time employees stayed to work for them one that has several years of experience is responsible for checking in all of the alcohol deliveries. Corey said that he will do all of the ordering. Corey told us that they do have two calendars that assist them with determining age one for tobacco and one for alcohol. Corey added that he is considering a scanner and that they encourage employees to check the ID of anyone that looks under 30.

After giving careful consideration I have concluded that the applicants are fit to hold a liquor license.

(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.

Although Corey, Koni and Karen are new to the alcohol industry they have 3 part-time employees that have several years of experience. Also they all own and operate other businesses.

Corey stated that he will be in charge of inventory and placing orders. The alcohol and beer overstock are kept in a locked storage room.

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:**

Corey reported that the business does have video surveillance on the inside of the business as well as two cameras on the outside that always record. Corey has been working with the Nebraska Liquor Control Commission and has retained an attorney to help them through this process.

The business has been in operation for several years.

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 seven days a week Monday thru Thursday 08:00 am to 10:00 pm, Friday and Saturday 08:00 am to 11:00 pm and Sunday 12:00 pm to 10:00 pm.

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 817 West 27th Street Scottsbluff, NE. It is a liquor store that will attract customers all hours when opened. Its location is easily accessible and convenient for customers. 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 no other businesses in the immediate area with liquor licenses that allow for offsite sales.

- (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: October 13, 2016
To: Honorable Mayor Meininger and Members of the City Council
From: Cindy Dickinson, City Clerk
CC: Nathan Johnson, City Manager
Re: Kelley's Liquor, 817 West 27th St., 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

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 (PENDING)

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)
Kelley's Liquor (Catering) – NEW APPLICATION

1402 East 20th St.- Suite A
401 S. Beltline Hwy West
817 West 27th Street

Clubs

Elks BPO Lodge 1367

1614 1st Avenue

Bowling Alleys

Valley Bowl Fun Center

1702 17th Ave.

TOTAL CLASS C LICENSES 15

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
Cigarette Chain

1311 E Overland Dr.
323 East Overland

Discount/Grocery Stores

Big Kmart #7024
Wal-Mart Supercenter #867

802 East 27th Street
3322 Avenue I

TOTAL CLASS D LICENSES 15

CLASS I LICENSES

Restaurants

Rosita's
Chili's Grill & Bar (NEW APPLICATION – REORGANIZATION)
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
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	15 (1 pending)
Class D	15
Class I	15
Class W	1
TOTAL LICENSES	48 (1 pending)



Memo

Date: October 3, 2016
To: Honorable Mayor and City Council
From: Staff, Development Services
CC: Nathan Johnson
Re: Class "C" Liquor License Application
Kelley's Liquor
817 W 27th Street
Scottsbluff, NE 69361

Action:

Kelley's Liquor has recently sold to a new owner. This license will replace one previously held at this location.

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 817 W 27th Street is situated in a C-2 (Neighborhood Commercial) 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-2 Zone (Neighborhood Commercial), there is one parking space required per 250 square feet of retail space, so for the applicant, 10 parking spaces are required. There is adequate parking available on site to meet this requirement.
- (3) The use of this property is consistent with the surrounding neighborhood, which is generally commercial in nature. (Neighborhood commercial all along W 27th Street)
- (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, October 17, 2016

Regular Meeting

Item Pub. Hear.2

Council to make a recommendation to the Nebraska Liquor Control Commission naming Corey Kilpatrick as the Liquor License Manager of Blackstone Spirits LLC dba Kelley's.

Staff Contact: Cindy Dickinson, City Clerk

City of Scottsbluff, Nebraska

Monday, October 17, 2016

Regular Meeting

Item Public Inp1

Council to receive a report from the Scottsbluff Senior Center.

Staff Contact: Nathan Johnson, City Manager

City of Scottsbluff, Nebraska

Monday, October 17, 2016

Regular Meeting

Item Public Inp2

Council to receive a report from Panhandle Humane Society.

Staff Contact: Nathan Johnson, City Manager

City of Scottsbluff, Nebraska

Monday, October 17, 2016

Regular Meeting

Item Reports1

Council to consider the renewal of the Scotts Bluff County KENO Remote Location Operation Agreement and authorize the Mayor to execute the agreement.

Staff Contact: Nathan Johnson, City Manager

SCOTTS BLUFF COUNTY KENO
REMOTE LOCATION OPERATION AGREEMENT

Parties:

This Agreement made and entered into this 1st day of November, 2016, by and between Scotts Bluff County, Nebraska, a political subdivision of the State of Nebraska, hereinafter referred to as OPERATOR, and the City of Scottsbluff, Nebraska, a political subdivision of the State of Nebraska, hereinafter referred to as CITY.

Term:

The term of this Agreement shall be for three (3) years from the above date.

Equipment:

OPERATOR shall provide all equipment necessary for the operation of any keno lottery game operated within the CITY corporate limits. CITY is not required to participate in any way to receive the agreed contribution of proceeds.

Proceeds:

OPERATOR agrees to contribute to CITY one percent (1%) of the gross proceeds from OPERATOR'S main facility located at 1001 Avenue I, Scottsbluff, and five percent (5%) of the gross proceeds of each of the following satellite keno operations within the city corporate limits located at Rack's Wine & Spirits , 1402 East 20th Street, Scottsbluff, Nebraska 69361 and Shots Bar & Grill located at 1722 Broadway, Scottsbluff NE 69361.

From each and every additional satellite keno location commencing operation after November 1, 2016, within the CITY corporate limits, OPERATOR agrees to contribute to CITY during the term of this agreement in connection with the operation of any such satellite location as follows:

a) If year-to-date gross proceeds are less than five hundred thousand dollars (\$500,000), OPERATOR will contribute to CITY three percent (3%) of gross proceeds;

b) If year-to-date gross proceeds equal or exceed five hundred thousand dollars (\$500,000) during any of the first three years of operation, OPERATOR will contribute to CITY five percent (5%) of gross proceeds.

After the third year of operation of any and each satellite location, OPERATOR will contribute to CITY five percent (5%) of gross proceeds.

OPERATOR will remit to CITY on a monthly basis, and agrees to make available to CITY upon request all records sufficient so CITY can verify that the dollar amount of the proceeds by CITY from OPERATOR are as contracted for.

Consideration:

In consideration of the contribution of keno proceeds by OPERATOR, CITY agrees not to operate a keno game in competition with OPERATOR during the term of this Agreement.

Community Development:

All proceeds distributed pursuant to this Agreement shall be expended by each party solely for community betterment purposes, as defined and authorized by statute.

Hold Harmless and Indemnification:

The OPERATOR agrees to hold CITY harmless and indemnify such CITY from any and all claims, liabilities, expenses and costs, including but not limited to attorney fees and court costs, by reason of their operation of this and any remote keno locations within the corporate limits of CITY.

Default:

In the event of default of any of the obligations or required performance by the parties hereto, the parties shall have their remedies at law or equity.

Miscellaneous:

This Agreement is the complete, entire and exclusive statement of the agreement between OPERATOR and CITY with respect to the matters set forth herein, and supersedes all prior agreements as to such matters. No modification of the Agreement shall be binding unless agreed to in writing and signed by both parties. This Agreement shall be binding upon and inure to the benefit of the parties hereto and their respective successors and permitted transferees and assigns. All notices or other communications that are required or permitted hereunder shall be in writing and sufficient if delivered personally, by prepaid courier, or registered or certified mail, postage prepaid, return receipt requested, addressed to the attention of the parties at the addresses noted in this Agreement, or such other addresses as may hereafter be designated in writing.

Dated this _____ day of _____, 20__.

CITY OF SCOTTSBLUFF, NEBRASKA
2525 Circle Drive
Scottsbluff, NE 69361

By

Mayor

ATTEST:

City Clerk

SCOTTS BLUFF COUNTY, NEBRASKA
1825 10th Street
Gering, NE 69341

Mark Masterton, Chairman of the Board

Ken Meyer Vice-Chair of Board

Steve Stratton Member

Sherry Blaha Member

Mark Reichert Member

ATTEST:

County Clerk

City of Scottsbluff, Nebraska

Monday, October 17, 2016

Regular Meeting

Item Reports2

Discussion and instructions to staff regarding school speed zones.

Staff Contact: Kevin Spencer, Police Chief

City Ordinance

(d) SPEED

22-2-55. General restriction; reasonableness; prudence.

No person shall operate a vehicle on any street or alley within the City at a speed greater than that which is reasonable and prudent under the conditions and circumstances then existing. Nothing contained in any other provision of this Chapter shall be construed to permit any speed in excess of the limits described by this section. (Ord. 1723, 1968; Ord. 1116)

22-2-56. Particular streets; speed limits; creation; authorized.

The City Council, whenever it shall determine by resolution that the public safety, convenience or welfare require or warrant, by resolution may establish the maximum speeds at which motor vehicles may be operated on particular streets, or parts of streets, within the City. It shall be unlawful for any person to operate a motor vehicle on a street or part of a street in excess of the maximum speed limit so established. (Ord. 2195, 1976; Ord. 1116)

22-2-57. Same; marking.

Appropriate signs showing the maximum speed limit as established pursuant to this Article shall be erected next to the curb in a conspicuous position on the streets, or parts of streets, in respect of which such speed limit has been established. Provided, this section shall not be construed to require the erection of such signs on streets, or parts of streets, in respect of which there has been established a maximum speed limit which is the same as a maximum speed limit prescribed for such street, or part of street, by State law. (Ord. 2195, 1976; Ord. 1116)

22-2-58. Near schools; limit.

It shall be unlawful for the driver of any vehicle, when passing premises on which elementary or middle school buildings are located and which are used for school purposes, during school recess or while children are going to and from school during opening or closing hours, to drive the vehicle past the premises at a rate of speed in excess of fifteen (15) miles per hour. (Ord. 1589, 1966; Ord. 1116; Ord. 4129, 2014)

22-2-59. Alleys; limits.

No vehicle shall be operated in any alley at a rate of speed in excess of ten (10) miles per hour. (Ord. 1116)

22-2-60. Racing vehicles; prohibited.

It shall be unlawful for any person to operate a vehicle upon any street, alley or public place of the City in a speed contest, including those commonly known as drag races, whether from a standing start or otherwise, over a measured or unmeasured distance, the object of which is to better or defeat one or more contestants on the basis of elapsed time, superior performance or speed. The fact that the vehicle shall not have exceeded the maximum speed limit for such street, alley or public place shall not be a defense to a prosecution for operating the vehicle in a speed contest. (Ord. 1797, 1969; Ord. 1116)

22-2-61. Unlawful speed; right-of-way; forfeited.

The driver of every vehicle traveling at an unlawful rate of speed shall forfeit any right-of-way which he might otherwise have had under the ordinances of the City. (Ord. 1116)

22-2-62 to 21-2-64. Reserved

State Statute

60-658.01. School crossing zone, defined.

School crossing zone means the area of a roadway designated to the public by the Department of Roads or any county, city, or village as a school crossing zone through the use of a sign or traffic control device as specified by the department or any county, city, or village in conformity with the manual but does not include any area of a freeway. A school crossing zone starts at the location of the first sign or traffic control device identifying the school crossing zone and continues until a sign or traffic control device indicates that the school crossing zone has ended.

Source:Laws 1997, LB 91, § 3.

60-682.01.

Speed limit violations; fines.

(1) Any person who operates a vehicle in violation of any maximum speed limit established for any highway or freeway is guilty of a traffic infraction and upon conviction shall be fined:

- (a) Ten dollars for traveling one to five miles per hour over the authorized speed limit;
- (b) Twenty-five dollars for traveling over five miles per hour but not over ten miles per hour over the authorized speed limit;
- (c) Seventy-five dollars for traveling over ten miles per hour but not over fifteen miles per hour over the authorized speed limit;
- (d) One hundred twenty-five dollars for traveling over fifteen miles per hour but not over twenty miles per hour over the authorized speed limit;
- (e) Two hundred dollars for traveling over twenty miles per hour but not over thirty-five miles per hour over the authorized speed limit; and
- (f) Three hundred dollars for traveling over thirty-five miles per hour over the authorized speed limit.

(2) The fines prescribed in subsection (1) of this section shall be doubled if the violation occurs within a maintenance, repair, or construction zone established pursuant to section 60-6,188. For purposes of this subsection, maintenance, repair, or construction zone means (a)(i) the portion of a highway identified by posted or moving signs as being under maintenance, repair, or construction or (ii) the portion of a highway identified by maintenance, repair, or construction zone speed limit signs displayed pursuant to section 60-6,188 and (b) within such portion of a highway where road construction workers are present. The maintenance, repair, or construction zone starts at the location of the first sign identifying the maintenance, repair, or construction zone and continues until a posted or moving sign indicates that the maintenance, repair, or construction zone has ended.

(3) The fines prescribed in subsection (1) of this section shall be doubled if the violation occurs within a school crossing zone as defined in section 60-658.01.

City of Scottsbluff, Nebraska

Monday, October 17, 2016

Regular Meeting

Item Reports3

Council to consider the renewal of Lease Agreements with Telecom West, Inc. for their wireless antenna system on the Airport and Cemetery Water Towers and authorize the Mayor to execute the agreements.

Staff Contact: Nathan Johnson, City Manager

LEASE AGREEMENT

THIS LEASE entered into as of this 30th day of September, 2016, by and between The City of Scottsbluff, hereinafter referred to as “LESSOR.” and Telecom West, hereinafter referred to as “LESSEE.”

WHEREAS, LESSOR is the owner of a Water Tower, located at the Scottsbluff Airport, City of Scottsbluff, State of Nebraska, and

WHEREAS, LESSEE desires to lease from LESSOR a portion of the Owned Premises described below to enable LESSEE to erect, operate and maintain equipment for a High Speed Wireless Broadband service, consisting of but not limited to eight (8) antennae on the existing water tower, owned by the LESSOR, and the construction of appurtenances, cables and hardware, as deemed necessary by LESSEE and approved by LESSOR.

WITNESSETH, that for and in consideration of the mutual covenants contained herein, the LESSOR and LESSEE agree as follows:

LEASE AGREEMENT

1. Definitions.

Antenna Facilities The antennae, cables, hardware and other appurtenances to be installed on LESSOR’S water tower.

Lessor: City of Scottsbluff

Lessee: Telecom West, A High Speed Wireless Broadband Provider.

Owned Premises: The Water tower at the Scottsbluff Airport, Scottsbluff, NE

Premises: The diagram of where LESSEE’S equipment will be located on LESSOR’s property

2. Leased Premises. LESSOR hereby leases to LESSEE and LESSEE leases from LESSOR a portion of the Owned Premises, consisting of space on the water tower. LESSEE intends to locate directional antennae, and sectorial antennae connecting cables and appurtenances This Lease is not a franchise agreement, nor is it a permit to use the LESSOR’S rights-of-way. Any such franchise or right-of-way permit must be obtained separately from LESSOR.

3. Lease Term.

a. Initial Term. The initial lease term ("The Initial Term") shall commence on 09/30/2016 ("The Commencement Date"). This Initial Term shall terminate and end at 12:00 midnight, local time on 09/30/2017, provided the Agreement has not otherwise been terminated as provided herein.

b. Renewal Options. This lease may be renewed for an additional period after the initial term, upon written request by LESSEE and written approval by LESSOR, 30 days prior to expiration of original lease.

4. Termination. In addition to the termination provisions provided for in Paragraph 3, above or elsewhere herein, this LEASE may be terminated, without any penalty or further liability as follows:

a. LESSEE'S Right of Termination. Provided LESSEE is not in default hereunder, and shall have paid all rents and sums due and payable to LESSOR pursuant to the terms of this LEASE, the LESSEE shall have the right, in LESSEE'S sole discretion for any reason, to terminate this LEASE at anytime, with or without cause, upon six (6) months prior written notice from LESSEE to LESSOR.

b. LESSOR'S Right of Termination. Reciprocally, LESSOR shall have the right to terminate this LEASE at anytime, with or without cause, in LESSOR'S sole discretion, upon six (6) months prior written notice from LESSOR to LESSEE.

c. Failure of LESSEE to Secure Permits. It is understood and agreed by the parties hereto that LESSEE's ability to use the Premises is contingent upon it obtaining all of the certificates, permits and other approvals that may be required by federal, state or local authorities which will permit LESSEE'S use of the Premises as described herein. LESSEE shall use its best efforts to obtain all of the necessary certificates, permits and approvals, which shall be obtained at LESSEE's sole expense. In the event any such application for permit shall be finally rejected or LESSEE in its reasonable discretion believes such application approval will be too costly, time consuming or there is a reasonable likelihood that said application will be rejected, or any certificate, permit, license or approval issued to LESSEE is canceled or is withdrawn by governmental authority so that LESSEE in its sole discretion will be unable to use the Premises for the use set forth herein, LESSEE shall have the right to terminate this Lease.

d. Optional Termination. This Lease may be terminated (a); by LESSOR if the LESSOR decides, in its sole discretion and for any reason, to redevelop the Owned Premises and/or discontinue use of the water tower. (b) By LESSOR if it

determines, in its sole discretion and for any reason, that the water tower is structurally unsound or otherwise not suitable for LESSEE's use, including but not limited to consideration of age of the structure, damage or destruction of all or part of the water tower from any source, or factors relating to condition of the water tower; (c) by LESSOR if it determines in its sole discretion that continued use of the water tower by LESSEE is in fact a threat to health, safety or welfare or violates applicable laws or ordinances.

e. Alteration, Damage or Destruction. If the water tower or any portion thereof are altered, destroyed or damaged so as to materially hinder effective use of the water tower, through no fault or negligence of LESSEE, LESSEE may elect to terminate this Lease upon thirty (30) days written notice to LESSOR. In such event, LESSEE shall promptly remove its antennae and related equipment from the Premises and shall restore the Premises to the same condition as existed prior to this lease. This Lease (and LESSOR's obligation to pay rent) shall terminate upon LESSEE's fulfillment of the obligations set forth in the preceding sentence, at which termination LESSEE shall be entitled to the reimbursement of any rent prepaid by LESSEE. LESSOR shall have no obligation to repair any damage to any portion of the leased Premises.

f. Other Termination. This LEASE may be terminated as otherwise provided herein.

g. Notice of Termination. Prior written notification of a parties intent to exercise its right to terminate this LEASE shall be by certified mail, return receipt requested, and shall be effective upon receipt of such notice, as evidenced by the return receipt.

f. Effect of Termination. Upon termination, this LEASE shall become null and void and the parties hereto shall have no further obligations, including the payment of rent, except as otherwise provided herein. Upon termination of this Lease for any reason, LESSEE shall remove its equipment, personal property, and antennae from the Premises within thirty (30) days of the date of termination, and shall repair any damage to the Premises caused by such equipment, normal wear and tear excepted; all at LESSEE's sole cost and expense. Any such property or facilities, which are not removed by the end of the Lease term, shall become the property of LESSOR.

5. Rent. Upon the "Commencement Date," and throughout the "Initial Term" of the Lease, the LESSEE shall pay to LESSOR, without notice to or demand from LESSOR and without any right of setoff or deduction, equal monthly rent installments of \$225.00.

6. Use of Premises. LESSEE is authorized by this LEASE to use the premises solely for the installation, operation, and maintenance of 5 sectorial antennae, and 3 directional antennae to be located at the top of the water tower. One climate controlled enclosure mounted at the base of the water tower. The LESSEE may use the Premises and the equipment it locates thereon for the transmission, reception and operation and maintenance of High Speed Wireless Broadband Service, and uses incidental thereto in accordance with the terms of this Lease. This use shall be non-exclusive. LESSEE may not add additional equipment and/or antennas beyond that shown without the approval of the LESSOR. LESSOR reserves the right to require LESSEE to relocate its facilities to another location on the water tower. LESSEE shall complete the relocation of its facilities within thirty (30) days after written notice from LESSOR. The relocation shall be at LESSEE'S expense.

a. Required licenses and permits. LESSEE shall, at its expense, comply with all present and future federal, state, and local laws, ordinances, rules and regulations (including laws and ordinances relating to health, radio frequency emissions, other radiation and safety) in connection with the use, operation, maintenance, construction and/or installation of the antenna facilities and/or any other permitted activity on the Premises.

b. Removal of antenna facilities. The LESSEE shall remove all of its antennae facilities and other communications equipment from the Premises upon termination of the Lease. Such removal shall be done in a workmanlike and careful manner and without interference or damage to any other equipment, structures or operations on the Premises, including use of the Premises by LESSOR or any of LESSOR's assignees or lessees. If, however, LESSEE requests permission not to remove all or a portion of the improvements, and LESSOR consents to such non-removal, title to the affected improvements shall thereupon transfer to LESSOR and the same thereafter shall be the sole and entire property of LESSOR, and LESSEE shall be relieved of its duty to otherwise remove same. Upon removal of the improvements, LESSEE shall restore the affected area of the Premises to the reasonable satisfaction of LESSOR. All costs and expenses for the removal and restoration to be performed by LESSEE shall be borne by LESSEE, and LESSEE shall hold LESSOR harmless from any portion thereof.

7. Installation of Equipment and Leasehold Improvements. LESSEE shall have the right, at its sole cost and expense, to install, operate and maintain on the Premises, in accordance with good engineering practices and with all applicable FCC rules and regulations, its antenna facilities and other communications equipment.

a. Installation according to plan. LESSEE's installation of all such antenna facilities and related communications equipment shall be done according to plans approved by LESSOR. Any damage done to the Premises and/or the elevator leg during installation and/or during operations shall be immediately repaired or replaced at LESSEE's expense and to LESSOR's sole satisfaction.

8. Equipment Upgrade. LESSEE may update or replace the Antennae Facilities from time to time with the prior written approval of LESSOR, provided that the replacement facilities are not greater in number or size than the existing facilities and that any change in their location on the Water Tower is satisfactory to LESSOR.

9. Maintenance. LESSEE shall, at its own expense, maintain any equipment on or attached to the Premises, in a safe condition, in good repair and in a manner suitable to LESSOR so as not to conflict with the use of the water tower or the "Owned Premises" by LESSOR. LESSEE shall not interfere with the use of the water tower, the Owned Premises, related facilities or other equipment of third parties. LESSEE shall have sole responsibility for the maintenance, repair, and security of its equipment, personal property, Antennae facilities, and leasehold improvements, and shall keep the same in good repair and condition during the Lease term. LESSEE shall keep the Premises free of debris and anything of a dangerous, noxious or offensive nature or which would create a hazard or undue vibration, heat, noise or interference.

10. Premises Access. LESSEE, at all times during this Lease, shall have vehicle ingress and egress to the Premises by means of the existing driveway over the Owned Premises. LESSEE shall have reasonable access to the Premises over the driveway described above in order to install, operate, and maintain its antennae facilities. LESSOR shall be allowed and granted access to the Premises at reasonable times to examine and inspect the Premises for safety reasons or to ensure that the LESSEE's covenants are being met.

11. Utilities. LESSEE shall, at its expense, separately meter charges for the consumption of electricity and other utilities associated with its use of the Premises and shall timely pay all costs associated therewith.

12. License Fees. LESSEE shall pay, as they become due and payable, all fees, charges, taxes and expenses required for licenses and/or permits required for or occasioned by LESSEE's use of the Premises.

13. Compliance with Statutes, Regulations, and Approvals. LESSEE's use of the Premises is contingent upon its obtaining all certificates, permits, zoning, and other approvals that may be required by any federal, state or local authority. LESSEE shall erect, maintain and operate its Antennae Facilities in accordance with site standards, state

statutes, ordinances, rules and regulations now in effect, or that thereafter may be issued by the Federal Communications Commission, or any other governing bodies.

14. Interference.

a. Interference with LESSOR'S use of water tower or other communications activity. LESSEE's installation, operation, and maintenance of its antenna facilities to include transmission facilities and general use of LESSOR'S water tower, shall not damage or interfere in any way, to include but not limited to intermodulation interference, with LESSOR's use of the water tower, the "owned premises", or related communications operations to include communications and other LESSOR activities not located on the water tower. If LESSEE'S antenna facilities, or any part of LESSEE'S operation, installation or maintenance causes interference, LESSEE shall take all measures reasonably necessary to correct and eliminate the interference. If the interference cannot be eliminated, LESSEE shall immediately cease operating its facility until the interference has been eliminated. If the interference cannot be eliminated within 30 days, LESSOR or LESSEE may terminate this Lease without penalty or liability to the non-terminating party. LESSOR, at all times during this Lease, reserves the right to take any action it deems necessary, in its sole discretion, to repair, maintain, alter or improve the Premises in connection with water tower operations as may be necessary, including leasing parts of the water tower to others.

b. No guarantee of noninterference. LESSOR does not guarantee to LESSEE noninterference or subsequent noninterference with LESSEE's communications operations. LESSEE'S sole remedy for interference with its operation shall be to terminate this Lease immediately, without penalty or liability to either party. LESSEE shall have no right to enjoin such interference. In the event any other party except a governmental unit, office or agency requests a lease and/or permission to place any type of additional antenna or transmission facility on the Premises, the procedures of this paragraph shall govern to determine whether such antenna or transmission facility will interfere with LESSEE's transmission operations. If LESSOR receives any such request, LESSOR shall submit a proposal complete with all technical specifications reasonably requested by LESSEE to LESSEE for review for noninterference; however, LESSOR shall not be required to provide LESSEE with any specifications or information claimed to be of a proprietary nature by the third party. The third party shall be responsible for the reasonable cost of preparing the technical specifications for its proposed transmission facility. LESSEE shall have thirty (30) days following receipt of said proposal to make any objections thereto, and failure to make any objection within said thirty (30) day period shall be deemed consent by LESSEE to the installation of antennas or transmission facilities pursuant to said proposal. If LESSEE gives notice of objection due to interference during such 30 day period and LESSEE's objections are verified by LESSOR to be valid, then LESSOR shall not proceed

with such proposal unless LESSOR modifies the proposal in a manner determined, in LESSOR's reasonable judgment, to adequately reduce the interference. In that case, LESSOR may proceed with the proposal. A governmental unit may be allowed to place antennae or other communications facilities on the water tower regardless of potential or actual interference with LESSEE's use, provided however, if LESSEE's use of the Premises is materially affected, LESSEE sole remedy shall be to terminate the Lease, without penalty or liability to either party. LESSEE shall have no right to enjoin the interference.

15. Default and LESSOR's Remedies. It shall be a default if LESSEE fails to make payment of rent as provided herein, or any other sums to LESSOR when due, and does not cure such default within ten (10) days; or if LESSEE defaults in the performance of any other covenant or condition of this Lease and does not cure such other default within thirty (30) days after written notice from LESSOR specifying the default complained of; or if LESSEE abandons or vacates the Premises; or if LESSEE is adjudicated as bankrupt or makes any assignment for the benefit of creditors; or if LESSEE becomes insolvent or LESSOR reasonably believes itself to be insecure. In the event of a default, LESSOR shall have the right, at its option, in addition to and not exclusive of any other remedy LESSOR may have by operation of law, without any further demand or notice, to re-enter the Premises and eject all persons there from, and declare this Lease at an end, in which event LESSEE shall immediately remove its antennae facilities and related equipment and property. If suit shall be brought by LESSOR for recovery of possession of the Premises, for the recovery of any rent or any other amount due under the provisions of this Lease, or because of the breach of any other covenant, the LESSEE shall pay to the LESSOR all expenses incurred therefore, including reasonable attorney fees.

16. Cure by LESSOR. In the event of any default of this Lease by LESSEE, the LESSOR may at any time, after notice, cure the default for the account of and at the expense of the LESSEE. If LESSOR is compelled to pay or elects to pay any sum of money or to do any act which will require the payment of any sum of money or is compelled to incur any expense, including reasonable attorney fees in instituting, prosecuting or defending any action to enforce the LESSOR's rights under this Agreement, the sums so paid by LESSOR, with all interest, costs and damages shall be deemed to be additional rental and shall be due from the LESSEE to LESSOR on the first day of the month following the incurring of the respective expenses.

17. Condemnation. In the event the water tower is taken by eminent domain, this Lease shall terminate as of the date title to the Premises vests in the condemning authority. In event a portion of the Premises is taken by eminent domain, either party shall have the right to terminate this Lease as of said date of title transfer, by giving thirty (30) days' written notice to the other party. In the event of any taking under the power of eminent domain, LESSEE shall not be entitled to any portion of the reward paid for the taking and the LESSOR shall receive full amount of such award. LESSEE shall hereby expressly

waive any right or claim to any portion thereof although all damages, whether awarded as compensation for diminution in value of the leasehold or to the fee of the Premises, shall belong to LESSOR, LESSEE shall have the right to claim and recover from the condemning authority, but not from LESSOR, such compensation as may be separately awarded or recoverable by LESSEE on account of any and all damage to LESSEE's business and any costs or expenses incurred by LESSEE in moving/removing its equipment, personal property, antennae facilities, and leasehold improvements.

18. Indemnity and Insurance.

a. Disclaimer of Liability: LESSOR shall not at any time be liable for injury or damage occurring to any person or property from any cause whatsoever arising out of LESSEE's construction, maintenance, repair, use, operation or condition of the Premises or LESSEE's antennae facilities.

b. Indemnification: LESSEE shall, at its sole cost and expense, indemnify and hold harmless LESSOR and all of LESSOR'S employees, agents, assignees and contractors (hereinafter referred to as "Indemnitees"), from and against:

1. Any and all liability, obligation, damages, penalties, claims, liens, costs, charges, losses and expenses (including, without limitation, reasonable fees and expenses of attorneys, expert witnesses and consultants), which may be imposed upon, incurred by or be asserted against the Indemnitees by reason of or result of the negligence, willful misconduct or any act or omission of LESSEE or its personnel, employees, agents and assignees, and all of its affiliates and subsidiaries, its subcontractors and/or assignees and their respective servants, agents and employees; and agents, contractors or subcontractors, resulting in personal injury, bodily injury, sickness, disease or death to any person or damage to, loss of or destruction of tangible or intangible property, libel, slander, invasion of privacy and unauthorized use of any trademark, trade name, copyright, patent, service mark or any other right of any person, firm or corporation, which may arise out of or be in any way connected with LESSEE'S construction, installation, operation, maintenance, use or condition of the Premises or LESSEE's antennae facilities or the LESSEE's failure to comply with any federal, state or local statute, ordinance or regulation or are claimed to arise out of or be connected with, the performance of this LEASE.

2. Any and all liabilities, obligations, damages, penalties, claims, liens, costs, charges, losses and expenses (including, without limitation, reasonable fees and expenses of attorneys, expert witnesses and other consultants), which are imposed upon, incurred by or asserted against the Indemnitees by reason of any claim or lien arising out of work, labor, materials or supplies provided or supplied to LESSEE, its contractors or

subcontractors, for the installation, construction, operation, maintenance or use of the Premises or LESSEE's antennae facilities.

It is agreed as a specific element of consideration of this contract that the LESSEE'S indemnity of LESSOR shall apply notwithstanding the joint, concurring or contributory or comparative fault or negligence of the LESSOR or any third party and, further notwithstanding any theory of law including, but not limited to, a characterization of the LESSOR'S or any third party's joint, concurring or contributory or comparative fault or negligence as either passive or active in nature; provided, however, that the LESSEE'S obligation hereunder shall not include amounts attributable to the fault or negligence of the LESSOR. Nothing in this section shall be deemed to impose liability on the LESSEE to indemnify the LESSOR for loss when the LESSOR'S negligence or other actionable fault is the sole cause of loss. With respect to the LESSOR'S rights as set forth herein, the LESSEE expressly waives all statutory defenses, including, but not limited to, those under workers compensation, contribution, comparative fault or similar statutes to the extent said defenses are inconsistent with or would defeat the duty of the LESSEE to indemnify the City.

b. Defense of Indemnitees : In the event any action or proceeding shall be brought against the Indemnitees by reason of any matter for which the Indemnitees are indemnified hereunder, LESSEE shall, upon notice from any of the Indemnitees, at LESSEE's sole cost and expense, resist and defend the same with legal counsel mutually selected by LESSEE and LESSOR.

c. Notice, Cooperation and Expenses: LESSOR shall give LESSEE prompt notice of the making of any claim or the commencement of any action, suit or other proceeding covered by the provisions of this paragraph. Nothing herein shall be deemed to prevent LESSOR from cooperating with LESSEE and participating in the defense of any litigation by LESSOR's own counsel. LESSEE shall pay all expenses incurred by LESSOR in response to any such actions, suits or proceedings. These expenses shall include all out-of-pocket expenses such as attorney fees and shall also include the reasonable value of any services rendered by the LESSOR's attorney, and the actual expenses of LESSOR's agents, employees or expert witnesses, and disbursements and liabilities assumed by LESSOR in connection with such suits, actions or proceedings but shall not include attorneys' fees for services that are unnecessarily duplicative of services provided LESSOR by LESSEE. If LESSEE requests LESSOR to assist it in such defense then LESSEE shall pay all expenses incurred by LESSOR in response thereto, including defending itself with regard to any such actions, suits or proceedings. These expenses shall include all out-of-pocket expenses such as attorney fees and shall also include the costs of any services rendered by the LESSOR's attorney, and the actual expenses of LESSOR's agents, employees or

expert witnesses, and disbursements and liabilities assumed by LESSOR in connection with such suits, actions or proceedings.

d. Assumption of Risk: LESSEE undertakes and assumes for its officers, agents, affiliates, contractors and subcontractors and employees (collectively "LESSEE" for the purpose of this section), all risk of dangerous conditions, if any, on or about the Owned Premises, and LESSEE hereby agrees to indemnify and hold harmless the Indemnitees against and from any claim asserted or liability imposed upon the Indemnitees for personal injury or property damage to any person (other than from Indemnitee's gross negligence) arising out of the LESSEE's installation, operation, maintenance, condition or use of the Premises or LESSEE's Antennae Facilities or LESSEE's failure to comply with any federal, state or local statute, ordinance or regulation

f. Insurance: During the term of the Lease, LESSEE shall maintain, or cause to be maintained, in full force and effect and at its sole cost and expense, the following types and limits of insurance, and will include the Lessor as an additional insured on the policy: Also, the policy cannot be cancelled until after reasonable 30 days notice prior to cancellation is given to Lessor:

i. Worker's compensation insurance meeting applicable statutory requirements and employer's liability insurance with minimum limits of One Hundred Thousand Dollars (\$100,000) for each accident.

ii. Comprehensive commercial general liability insurance with minimum limits of One Million Dollars (\$1,000,000) as the combined single limit for each occurrence of bodily injury, personal injury and property damage. The policy shall provide blanket contractual liability insurance for all written contracts, and shall include coverage for products and completed operations liability, independent contractor's liability; coverage for property damage from perils of explosion, collapse or damage to underground utilities, commonly known as XCU coverage.

iii. Automobile liability insurance covering all owned, hired, and nonowned vehicles in use by LESSEE, its employees and agents, with personal protection insurance and property protection insurance.

g. Insurance Companies: All insurance shall be effected under valid and enforceable policies, insured by insurers licensed to do business by the State of

Nebraska or surplus line carriers on the State of Nebraska Insurance Commissioner's approved list of companies qualified to do business in the State. All insurance carriers and surplus line carriers shall be rated A+ or better by A.M. Best Company.

h. Contractors: LESSEE shall require that each and every one of its contractors and their subcontractors who perform work on the Premises carry, in full force and effect, workers' compensation, comprehensive public liability and automobile liability insurance coverage of the type which LESSEE is required to obtain under the terms of this paragraph with appropriate limits of insurance.

i. Review of Limits: Once during each calendar year during the term of this Lease, LESSOR may review the insurance coverage to be carried by LESSEE. If LESSOR determines that higher limits of coverage are necessary to protect the interests of LESSOR or the Additional Insured's, LESSEE shall be so notified and shall obtain the additional limits of insurance, at its sole cost and expense. LESSEE shall furnish LESSOR a certificate of insurance, indicating all coverage, at signing of this lease.

19. Hazardous Substance Indemnification. LESSEE represents and warrants that its use of the Premises herein will not generate any hazardous substance, and it will not store or dispose on the Premises nor transport to or over the Premises any hazardous substance. LESSEE further agrees to hold LESSOR harmless from and indemnify LESSOR against any release of any such hazardous substance and any damage, loss, or expense or liability resulting from such release including all attorneys' fees, costs and penalties incurred as a result thereof except any release caused by the negligence of LESSOR, its employees or agents. "Hazardous substance" shall be interpreted broadly to mean any substance or material defined or designated as hazardous or toxic waste, hazardous or toxic material, hazardous or toxic or radioactive substance, or other similar term by any federal, state or local environmental law, regulation or rule presently in effect or promulgated in the future, as such laws, regulations or rules may be amended from time to time; and it shall be interpreted to include, but not be limited to, any substance which after release into the environment will or may reasonably be anticipated to cause sickness, death or disease.

20. Acceptance of Premises. By taking possession of the Premises, LESSEE accepts the Premises in the condition existing as of the Commencement Date. LESSOR makes no representation or warranty with respect to the condition of the Premises and LESSOR shall not be liable for any latent or patent defect in the Premises.

21. Assignment. LESSEE may not assign this Lease or sublet the Premises without the prior written consent of LESSOR. Nothing in this Lease shall preclude LESSOR from leasing other space for communications equipment to any person or entity, which may be in competition with LESSEE, or any other party.

22. Successors and Assigns. This Lease shall be binding upon and inure to the benefit of the parties, their respective successors, personal representatives and assigns.

23. Non-Waiver. Failure of LESSOR to insist on strict performance of any of the conditions, covenants, terms or provisions of this Agreement or to exercise any of its rights hereunder shall not waive such rights, but LESSOR shall have the rights to enforce such rights at any time and take such action as might be lawful or authorized hereunder, either in law or equity. The receipt of any sum paid by LESSEE to LESSOR after a breach of this Agreement shall not be deemed a waiver of such breach unless expressly set forth in writing.

24. Miscellaneous.

a. LESSOR and LESSEE represent that each, respectively, has full right, power, and authority to execute this Lease.

b. This Lease constitutes the entire agreement and understanding of the parties and supersedes all offers, negotiations, and other agreements of any kind. There are no representations or understandings of any kind not set forth herein. Any modification of or amendment to this Lease must be in writing and executed by both parties.

c. This Lease shall be construed in accordance with the laws of the State of Nebraska.

d. If any term of this Lease is found to be void or invalid, such invalidity shall not affect the remaining terms of this Lease, which shall continue in full force and effect.

This Lease was executed as of the date first set forth above.

LESSOR:

City of Scottsbluff

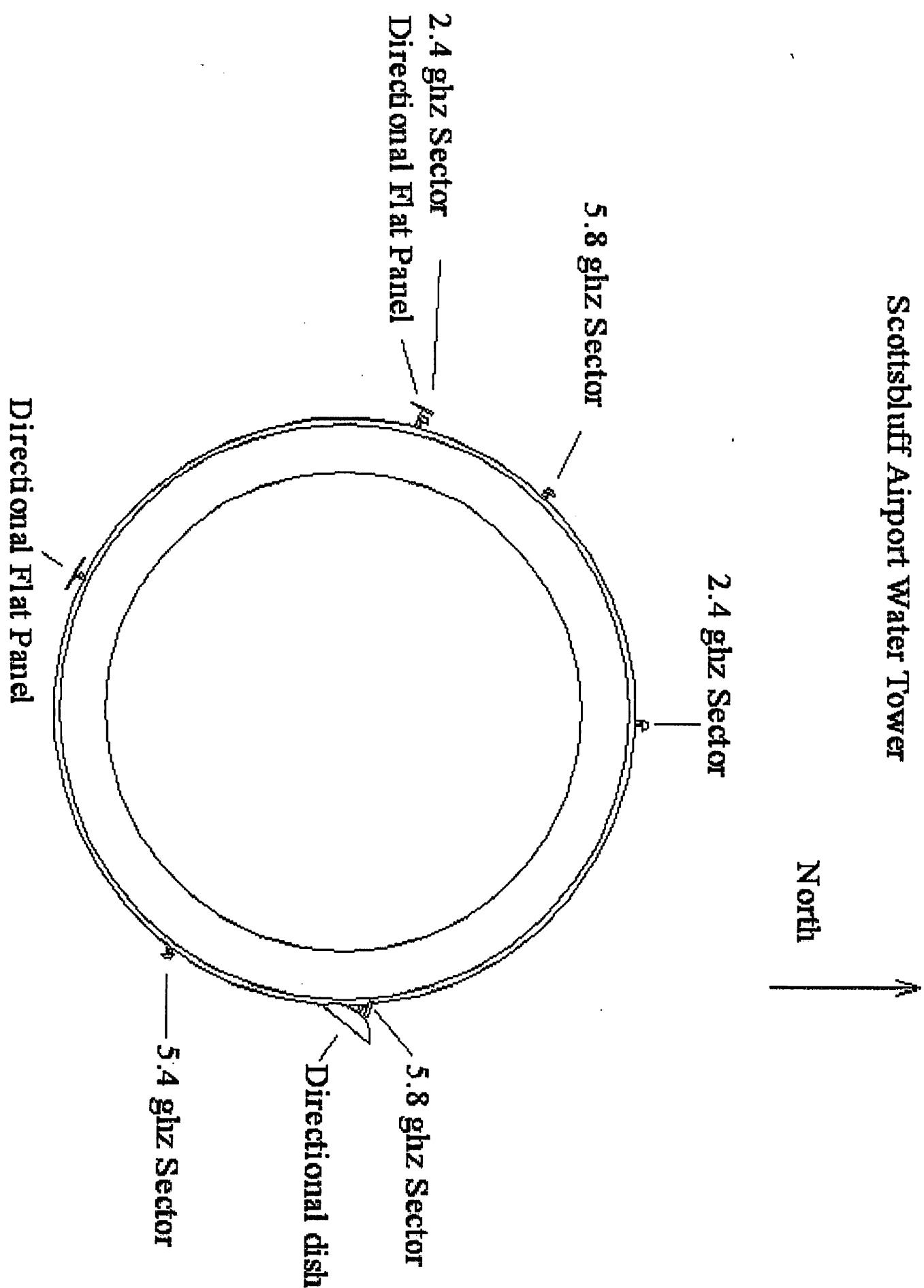
By: _____

LESSEE:

Telecom West Inc.

By: 

Scottsbluff Airport Water Tower



LEASE AGREEMENT

THIS LEASE entered into as of this 30th day of September, 2016, by and between The City of Scottsbluff, hereinafter referred to as “LESSOR.” and Telecom West Inc., hereinafter referred to as “LESSEE.”

WHEREAS, LESSOR is the owner of a Water Tower, located at 513E 42nd St. and Tower St., City of Scottsbluff, State of Nebraska, and

WHEREAS, LESSEE desires to lease from LESSOR a portion of the Owned Premises described below to enable LESSEE to erect, operate and maintain equipment for a High Speed Wireless Broadband service, consisting of but not limited to five (5) antennae on the existing water tower, owned by the LESSOR, and the construction of appurtenances, cables and hardware, as deemed necessary by LESSEE and approved by LESSOR.

WITNESSETH, that for and in consideration of the mutual covenants contained herein, the LESSOR and LESSEE agree as follows:

LEASE AGREEMENT

1. Definitions.

Antenna Facilities The antennae, cables, hardware and other appurtenances to be installed on LESSOR’S water tower.

Lessor: City of Scottsbluff

Lessee: Telecom West Inc., A High Speed Wireless Broadband Provider.

Owned Premises: The Cemetery Water tower at 513 E 42nd St., Scottsbluff, NE

Premises: The diagram of where LESSEE’S equipment will be located on LESSOR’s property

2. Leased Premises. LESSOR hereby leases to LESSEE and LESSEE leases from LESSOR a portion of the Owned Premises, consisting of space on the water tower. LESSEE intends to locate directional antennae, and sectorial antennae connecting cables and appurtenances This Lease is not a franchise agreement, nor is it a permit to use the

LESSOR'S rights-of-way. Any such franchise or right-of-way permit must be obtained separately from LESSOR.

3. Lease Term.

a. Initial Term. The initial lease term ("The Initial Term") shall commence on 09/30/2016 ("The Commencement Date"). This Initial Term shall terminate and end at 12:00 midnight, local time on 09/30/2017, provided the Agreement has not otherwise been terminated as provided herein.

b. Renewal Options. This lease may be renewed for an additional period after the initial term, upon written request by LESSEE and written approval by LESSOR, 30 days prior to expiration of original lease.

4. Termination. In addition to the termination provisions provided for in Paragraph 3, above or elsewhere herein, this LEASE may be terminated, without any penalty or further liability as follows:

a. LESSEE'S Right of Termination. Provided LESSEE is not in default hereunder, and shall have paid all rents and sums due and payable to LESSOR pursuant to the terms of this LEASE, the LESSEE shall have the right, in LESSEE'S sole discretion for any reason, to terminate this LEASE at anytime, with or without cause, upon six (6) months prior written notice from LESSEE to LESSOR.

b. LESSOR'S Right of Termination. Reciprocally, LESSOR shall have the right to terminate this LEASE at anytime, with or without cause, in LESSOR'S sole discretion, upon six (6) months prior written notice from LESSOR to LESSEE.

c. Failure of LESSEE to Secure Permits. It is understood and agreed by the parties hereto that LESSEE's ability to use the Premises is contingent upon it obtaining all of the certificates, permits and other approvals that may be required by federal, state or local authorities which will permit LESSEE'S use of the Premises as described herein. LESSEE shall use its best efforts to obtain all of the necessary certificates, permits and approvals, which shall be obtained at LESSEE's sole expense. In the event any such application for permit shall be finally rejected or LESSEE in its reasonable discretion believes such application approval will be too costly, time consuming or there is a reasonable likelihood that said application will be rejected, or any certificate, permit, license or approval issued to LESSEE is canceled or is withdrawn by governmental authority so that LESSEE in its sole discretion will be unable to use the Premises for the use set forth herein, LESSEE shall have the right to terminate this Lease.

d. Optional Termination. This Lease may be terminated (a); by LESSOR if the LESSOR decides, in its sole discretion and for any reason, to redevelop the Owned Premises and/or discontinue use of the water tower. (b) By LESSOR if it determines, in its sole discretion and for any reason, that the water tower is structurally unsound or otherwise not suitable for LESSEE's use, including but not limited to consideration of age of the structure, damage or destruction of all or part of the water tower from any source, or factors relating to condition of the water tower; (c) by LESSOR if it determines in its sole discretion that continued use of the water tower by LESSEE is in fact a threat to health, safety or welfare or violates applicable laws or ordinances.

e. Alteration, Damage or Destruction. If the water tower or any portion thereof are altered, destroyed or damaged so as to materially hinder effective use of the water tower, through no fault or negligence of LESSEE, LESSEE may elect to terminate this Lease upon thirty (30) days written notice to LESSOR. In such event, LESSEE shall promptly remove its antennae and related equipment from the Premises and shall restore the Premises to the same condition as existed prior to this lease. This Lease (and LESSEE's obligation to pay rent) shall terminate upon LESSEE's fulfillment of the obligations set forth in the preceding sentence, at which termination LESSEE shall be entitled to the reimbursement of any rent prepaid by LESSEE. LESSOR shall have no obligation to repair any damage to any portion of the leased Premises.

f. Other Termination. This LEASE may be terminated as otherwise provided herein.

g. Notice of Termination. Prior written notification of a parties intent to exercise its right to terminate this LEASE shall be by certified mail, return receipt requested, and shall be effective upon receipt of such notice, as evidenced by the return receipt.

f. Effect of Termination. Upon termination, this LEASE shall become null and void and the parties hereto shall have no further obligations, including the payment of rent, except as otherwise provided herein. Upon termination of this Lease for any reason, LESSEE shall remove its equipment, personal property, and antennae from the Premises within thirty (30) days of the date of termination, and shall repair any damage to the Premises caused by such equipment, normal wear and tear excepted; all at LESSEE's sole cost and expense. Any such property or facilities, which are not removed by the end of the Lease term, shall become the property of LESSOR.

5. Rent. Upon the "Commencement Date," and throughout the "Initial Term" of the Lease, the LESSEE shall pay to LESSOR, without notice to or demand from LESSOR and without any right of setoff or deduction, equal monthly rent installments of \$75, and

wireless internet service to the Park Dept. located at 1114 S Beltline Hwy West. and The Cemetery Administration Building, located at 4009 5th Ave., Equivalent to \$150.00 per month. Provided the LEASE is not otherwise terminated.

6. Use of Premises. LESSEE is authorized by this LEASE to use the Premises solely for the installation, operation, and maintenance of 6 sectorial antennae, and 1 directional antenna to be located at the top of the water tower. One climate controlled enclosure mounted at the base of the water tower. The LESSEE may use the Premises and the equipment it locates thereon for the transmission, reception and operation and maintenance of High Speed Wireless Broadband Service, and uses incidental thereto in accordance with the terms of this Lease. This use shall be non-exclusive. LESSEE may not add additional equipment and/or antennas beyond that shown without the approval of the LESSOR. LESSOR reserves the right to require LESSEE to relocate its facilities to another location on the water tower. LESSEE shall complete the relocation of its facilities within thirty (30) days after written notice from LESSOR. The relocation shall be at LESSEE'S expense.

a. Required licenses and permits. LESSEE shall, at its expense, comply with all present and future federal, state, and local laws, ordinances, rules and regulations (including laws and ordinances relating to health, radio frequency emissions, other radiation and safety) in connection with the use, operation, maintenance, construction and/or installation of the antenna facilities and/or any other permitted activity on the Premises.

b. Removal of antenna facilities. The LESSEE shall remove all of its antennae facilities and other communications equipment from the Premises upon termination of the Lease. Such removal shall be done in a workmanlike and careful manner and without interference or damage to any other equipment, structures or operations on the Premises, including use of the Premises by LESSOR or any of LESSOR's assignees or lessors. If, however, LESSEE requests permission not to remove all or a portion of the improvements, and LESSOR consents to such non-removal, title to the affected improvements shall thereupon transfer to LESSOR and the same thereafter shall be the sole and entire property of LESSOR, and LESSEE shall be relieved of its duty to otherwise remove same. Upon removal of the improvements, LESSEE shall restore the affected area of the Premises to the reasonable satisfaction of LESSOR. All costs and expenses for the removal and restoration to be performed by LESSEE shall be borne by LESSEE, and LESSEE shall hold LESSOR harmless from any portion thereof.

7. Installation of Equipment and Leasehold Improvements. LESSEE shall have the right, at its sole cost and expense, to install, operate and maintain on the Owned

wireless internet service to the City Environmental Service Dept. located at 609E 2nd. St., and The Cemetery Administration Building, located at 4009 5th Ave., Equivalent to \$150.00 per month. Provided the LEASE is not otherwise terminated.

6. Use of Premises. LESSEE is authorized by this LEASE to use the Premises solely for the installation, operation, and maintenance of 6 sectorial antennae, and 1 directional antenna to be located at the top of the water tower. One climate controlled enclosure mounted at the base of the water tower. The LESSEE may use the Premises and the equipment it locates thereon for the transmission, reception and operation and maintenance of High Speed Wireless Broadband Service, and uses incidental thereto in accordance with the terms of this Lease. This use shall be non-exclusive. LESSEE may not add additional equipment and/or antennas beyond that shown without the approval of the LESSOR. LESSOR reserves the right to require LESSEE to relocate its facilities to another location on the water tower. LESSEE shall complete the relocation of its facilities within thirty (30) days after written notice from LESSOR. The relocation shall be at LESSEE'S expense.

a. Required licenses and permits. LESSEE shall, at its expense, comply with all present and future federal, state, and local laws, ordinances, rules and regulations (including laws and ordinances relating to health, radio frequency emissions, other radiation and safety) in connection with the use, operation, maintenance, construction and/or installation of the antenna facilities and/or any other permitted activity on the Premises.

b. Removal of antenna facilities. The LESSEE shall remove all of its antennae facilities and other communications equipment from the Premises upon termination of the Lease. Such removal shall be done in a workmanlike and careful manner and without interference or damage to any other equipment, structures or operations on the Premises, including use of the Premises by LESSOR or any of LESSOR's assignees or lessees. If, however, LESSEE requests permission not to remove all or a portion of the improvements, and LESSOR consents to such non-removal, title to the affected improvements shall thereupon transfer to LESSOR and the same thereafter shall be the sole and entire property of LESSOR, and LESSEE shall be relieved of its duty to otherwise remove same. Upon removal of the improvements, LESSEE shall restore the affected area of the Premises to the reasonable satisfaction of LESSOR. All costs and expenses for the removal and restoration to be performed by LESSEE shall be borne by LESSEE, and LESSEE shall hold LESSOR harmless from any portion thereof.

7. Installation of Equipment and Leasehold Improvements. LESSEE shall have the right, at its sole cost and expense, to install, operate and maintain on the Owned

Premises, in accordance with good engineering practices and with all applicable FCC rules and regulations, its antenna facilities and other communications equipment.

a. Installation according to plan. LESSEE's installation of all such antenna facilities and related communications equipment shall be done according to plans approved by LESSOR. Any damage done to the Owned Premises and/or the Water Tower during installation and/or during operations shall be immediately repaired or replaced at LESSEE's expense and to LESSOR's sole satisfaction.

8. Equipment Upgrade. LESSEE may update or replace the Antennae Facilities from time to time with the prior written approval of LESSOR, provided that the replacement facilities are not greater in number or size than the existing facilities and that any change in their location on the Water Tower is satisfactory to LESSOR.

9. Maintenance. LESSEE shall, at its own expense, maintain any equipment on or attached to the Premises, in a safe condition, in good repair and in a manner suitable to LESSOR so as not to conflict with the use of the water tower or the "Owned Premises" by LESSOR. LESSEE shall not interfere with the use of the water tower, the Owned Premises, related facilities or other equipment of third parties. LESSEE shall have sole responsibility for the maintenance, repair, and security of its equipment, personal property, Antennae facilities, and leasehold improvements, and shall keep the same in good repair and condition during the Lease term. LESSEE shall keep the Premises free of debris and anything of a dangerous, noxious or offensive nature or which would create a hazard or undue vibration, heat, noise or interference.

10. Premises Access. LESSEE, at all times during this Lease, shall have vehicle ingress and egress to the Premises by means of the existing driveway over the Owned Premises. LESSEE shall have reasonable access to the Premises over the driveway described above in order to install, operate, and maintain its antennae facilities. LESSOR shall be allowed and granted access to the Premises at reasonable times to examine and inspect the Premises for safety reasons or to ensure that the LESSEE's covenants are being met.

11. Utilities. LESSEE shall, at its expense, separately meter charges for the consumption of electricity and other utilities associated with its use of the Premises and shall timely pay all costs associated therewith.

12. License Fees. LESSEE shall pay, as they become due and payable, all fees, charges, taxes and expenses required for licenses and/or permits required for or occasioned by LESSEE's use of the Premises.

13. Compliance with Statutes, Regulations, and Approvals. LESSEE's use of the Premises is contingent upon its obtaining all certificates, permits, zoning, and other

approvals that may be required by any federal, state or local authority. LESSEE shall erect, maintain and operate its Antennae Facilities in accordance with site standards, state statutes, ordinances, rules and regulations now in effect, or that thereafter may be issued by the Federal Communications Commission, or any other governing bodies.

14. Interference.

a. Interference with LESSOR'S use of water tower or other communications activity. LESSEE's installation, operation, and maintenance of its antenna facilities to include transmission facilities and general use of LESSOR'S water tower, shall not damage or interfere in any way, to include but not limited to intermodulation interference, with LESSOR's use of the water tower, the "owned premises", or related communications operations to include communications and other LESSOR activities not located on the water tower. If LESSEE'S antenna facilities, or any part of LESSEE'S operation, installation or maintenance causes interference, LESSEE shall take all measures reasonably necessary to correct and eliminate the interference. If the interference cannot be eliminated, LESSEE shall immediately cease operating its facility until the interference has been eliminated. If the interference cannot be eliminated within 30 days, LESSOR or LESSEE may terminate this Lease without penalty or liability to the non-terminating party. LESSOR, at all times during this Lease, reserves the right to take any action it deems necessary, in its sole discretion, to repair, maintain, alter or improve the Premises in connection with water tower operations as may be necessary, including leasing parts of the water tower to others.

b. No guarantee of noninterference. LESSOR does not guarantee to LESSEE noninterference or subsequent noninterference with LESSEE's communications operations. LESSEE'S sole remedy for interference with its operation shall be to terminate this Lease immediately, without penalty or liability to either party. LESSEE shall have no right to enjoin such interference. In the event any other party except a governmental unit, office or agency requests a lease and/or permission to place any type of additional antenna or transmission facility on the Premises, the procedures of this paragraph shall govern to determine whether such antenna or transmission facility will interfere with LESSEE's transmission operations. If LESSOR receives any such request, LESSOR shall submit a proposal complete with all technical specifications reasonably requested by LESSEE to LESSEE for review for noninterference; however, LESSOR shall not be required to provide LESSEE with any specifications or information claimed to be of a proprietary nature by the third party. The third party shall be responsible for the reasonable cost of preparing the technical specifications for its proposed transmission facility. LESSEE shall have thirty (30) days following receipt of said proposal to make any objections thereto, and failure to make any objection within said thirty (30) day period shall be deemed consent by LESSEE to the installation of antennas or transmission facilities pursuant to said proposal. If LESSEE gives

notice of objection due to interference during such 30 day period and LESSEE's objections are verified by LESSOR to be valid, then LESSOR shall not proceed with such proposal unless LESSOR modifies the proposal in a manner determined, in LESSOR's reasonable judgment, to adequately reduce the interference. In that case, LESSOR may proceed with the proposal. A governmental unit may be allowed to place antennae or other communications facilities on the water tower regardless of potential or actual interference with LESSEE's use, provided however, if LESSEE's use of the Premises is materially affected, LESSEE sole remedy shall be to terminate the Lease, without penalty or liability to either party. LESSEE shall have no right to enjoin the interference.

15. Default and LESSOR's Remedies. It shall be a default if LESSEE fails to make payment of rent as provided herein, or any other sums to LESSOR when due, and does not cure such default within ten (10) days; or if LESSEE defaults in the performance of any other covenant or condition of this Lease and does not cure such other default within thirty (30) days after written notice from LESSOR specifying the default complained of; or if LESSEE abandons or vacates the Premises; or if LESSEE is adjudicated as bankrupt or makes any assignment for the benefit of creditors; or if LESSEE becomes insolvent or LESSOR reasonably believes itself to be insecure. In the event of a default, LESSOR shall have the right, at its option, in addition to and not exclusive of any other remedy LESSOR may have by operation of law, without any further demand or notice, to re-enter the Premises and eject all persons there from, and declare this Lease at an end, in which event LESSEE shall immediately remove its antennae facilities and related equipment and property. If suit shall be brought by LESSOR for recovery of possession of the Premises, for the recovery of any rent or any other amount due under the provisions of this Lease, or because of the breach of any other covenant, the LESSEE shall pay to the LESSOR all expenses incurred therefore, including reasonable attorney fees.

16. Cure by LESSOR. In the event of any default of this Lease by LESSEE, the LESSOR may at any time, after notice, cure the default for the account of and at the expense of the LESSEE. If LESSOR is compelled to pay or elects to pay any sum of money or to do any act which will require the payment of any sum of money or is compelled to incur any expense, including reasonable attorney fees in instituting, prosecuting or defending any action to enforce the LESSOR's rights under this Agreement, the sums so paid by LESSOR, with all interest, costs and damages shall be deemed to be additional rental and shall be due from the LESSEE to LESSOR on the first day of the month following the incurring of the respective expenses.

17. Indemnity and Insurance.

a. Disclaimer of Liability: LESSOR shall not at any time be liable for injury or damage occurring to any person or property from any cause whatsoever

arising out of LESSEE's construction, maintenance, repair, use, operation or condition of the Premises or LESSEE's antennae facilities.

b. Indemnification: LESSEE shall, at its sole cost and expense, indemnify and hold harmless LESSOR and all of LESSOR'S employees, agents, assignees and contractors (hereinafter referred to as "Indemnitees"), from and against:

1. Any and all liability, obligation, damages, penalties, claims, liens, costs, charges, losses and expenses (including, without limitation, reasonable fees and expenses of attorneys, expert witnesses and consultants), which may be imposed upon, incurred by or be asserted against the Indemnitees by reason of or result of the negligence, willful misconduct or any act or omission of LESSEE or its personnel, employees, agents and assignees, and all of its affiliates and subsidiaries, its subcontractors and/or assignees and their respective servants, agents and employees; and agents, contractors or subcontractors, resulting in personal injury, bodily injury, sickness, disease or death to any person or damage to, loss of or destruction of tangible or intangible property, libel, slander, invasion of privacy and unauthorized use of any trademark, trade name, copyright, patent, service mark or any other right of any person, firm or corporation, which may arise out of or be in any way connected with LESSEE'S construction, installation, operation, maintenance, use or condition of the Premises or LESSEE's antennae facilities or the LESSEE's failure to comply with any federal, state or local statute, ordinance or regulation or are claimed to arise out of or be connected with, the performance of this LEASE.

2. Any and all liabilities, obligations, damages, penalties, claims, liens, costs, charges, losses and expenses (including, without limitation, reasonable fees and expenses of attorneys, expert witnesses and other consultants), which are imposed upon, incurred by or asserted against the Indemnitees by reason of any claim or lien arising out of work, labor, materials or supplies provided or supplied to LESSEE, its contractors or subcontractors, for the installation, construction, operation, maintenance or use of the Premises or LESSEE's antennae facilities.

It is agreed as a specific element of consideration of this Lease that the LESSEE'S indemnity of LESSOR shall apply notwithstanding the joint, concurring or contributory or comparative fault or negligence of the LESSOR or any third party and, further notwithstanding any theory of law including, but not limited to, a characterization of the LESSOR'S or any third party's joint, concurring or contributory or comparative fault or negligence as either passive or active in nature; provided, however, that the LESSEE'S obligation hereunder shall not include amounts attributable to the fault or negligence of the LESSOR. Nothing in this section shall be deemed to impose liability on the LESSEE to indemnify the LESSOR for loss when the LESSOR'S

negligence or other actionable fault is the sole cause of loss. With respect to the LESSOR'S rights as set forth herein, the LESSEE expressly waives all statutory defenses, including, but not limited to, those under workers compensation, contribution, comparative fault or similar statutes to the extent said defenses are inconsistent with or would defeat the duty of the LESSEE to indemnify the City.

b. Defense of Indemnitees : In the event any action or proceeding shall be brought against the Indemnitees by reason of any matter for which the Indemnitees are indemnified hereunder, LESSEE shall, upon notice from any of the Indemnitees, at LESSEE's sole cost and expense, resist and defend the same with legal counsel mutually selected by LESSEE and LESSOR.

c. Notice, Cooperation and Expenses: LESSOR shall give LESSEE prompt notice of the making of any claim or the commencement of any action, suit or other proceeding covered by the provisions of this paragraph. Nothing herein shall be deemed to prevent LESSOR from cooperating with LESSEE and participating in the defense of any litigation by LESSOR's own counsel. LESSEE shall pay all expenses incurred by LESSOR in response to any such actions, suits or proceedings. These expenses shall include all out-of-pocket expenses such as attorney fees and shall also include the reasonable value of any services rendered by the LESSOR's attorney, and the actual expenses of LESSOR's agents, employees or expert witnesses, and disbursements and liabilities assumed by LESSOR in connection with such suits, actions or proceedings but shall not include attorneys' fees for services that are unnecessarily duplicative of services provided LESSOR by LESSEE. If LESSEE requests LESSOR to assist it in such defense then LESSEE shall pay all expenses incurred by LESSOR in response thereto, including defending itself with regard to any such actions, suits or proceedings. These expenses shall include all out-of-pocket expenses such as attorney fees and shall also include the costs of any services rendered by the LESSOR's attorney, and the actual expenses of LESSOR's agents, employees or expert witnesses, and disbursements and liabilities assumed by LESSOR in connection with such suits, actions or proceedings.

d. Assumption of Risk: LESSEE undertakes and assumes for its officers, agents, affiliates, contractors and subcontractors and employees (collectively "LESSEE" for the purpose of this section), all risk of dangerous conditions, if any, on or about the Owned Premises, and LESSEE hereby agrees to indemnify and hold harmless the Indemnitees against and from any claim asserted or liability imposed upon the Indemnitees for personal injury or property damage to any person (other than from Indemnitee's gross negligence) arising out of the LESSEE's installation, operation, maintenance, condition or use of the Premises or LESSEE's Antennae Facilities or LESSEE's failure to comply with any federal, state or local statute, ordinance or regulation

f. Insurance: During the term of the Lease, LESSEE shall maintain, or cause to be maintained, in full force and effect and at its sole cost and expense, the following types and limits of insurance, and will include the Lessor as an additional insured on the policy: Also, the policy cannot be cancelled until after reasonable 30 days notice prior to cancellation is given to Lessor:

i. Worker's compensation insurance meeting applicable statutory requirements and employer's liability insurance with minimum limits of One Hundred Thousand Dollars (\$100,000) for each accident.

ii. Comprehensive commercial general liability insurance with minimum limits of One Million Dollars (\$1,000,000) as the combined single limit for each occurrence of bodily injury, personal injury and property damage. The policy shall provide blanket contractual liability insurance for all written contracts, and shall include coverage for products and completed operations liability, independent contractor's liability; coverage for property damage from perils of explosion, collapse or damage to underground utilities, commonly known as XCU coverage.

iii. Automobile liability insurance covering all owned, hired, and nonowned vehicles in use by LESSEE, its employees and agents, with personal protection insurance and property protection insurance.

g. Insurance Companies: All insurance shall be effected under valid and enforceable policies, insured by insurers licensed to do business by the State of Nebraska or surplus line carriers on the State of Nebraska Insurance Commissioner's approved list of companies qualified to do business in the State. . All insurance carriers and surplus line carriers shall be rated A+ or better by A.M. Best Company.

h. Contractors: LESSEE shall require that each and every one of its contractors and their subcontractors who perform work on the Premises carry, in full force and effect, workers' compensation, comprehensive public liability and automobile liability insurance coverage of the type which LESSEE is required to obtain under the terms of this paragraph with appropriate limits of insurance.

i. Review of Limits: Once during each calendar year during the term of this Lease, LESSOR may review the insurance coverage to be carried by LESSEE. If LESSOR determines that higher limits of coverage are necessary to protect the

interests of LESSOR or the Additional Insured's, LESSEE shall be so notified and shall obtain the additional limits of insurance, at its sole cost and expense. LESSEE shall furnish LESSOR a certificate of insurance, indicating all coverage, at signing of this lease.

18. Hazardous Substance Indemnification. LESSEE represents and warrants that its use of the Premises herein will not generate any hazardous substance, and it will not store or dispose on the Premises nor transport to or over the Premises any hazardous substance. LESSEE further agrees to hold LESSOR harmless from and indemnify LESSOR against any release of any such hazardous substance and any damage, loss, or expense or liability resulting from such release including all attorneys' fees, costs and penalties incurred as a result thereof except any release caused by the negligence of LESSOR, its employees or agents. "Hazardous substance" shall be interpreted broadly to mean any substance or material defined or designated as hazardous or toxic waste, hazardous or toxic material, hazardous or toxic or radioactive substance, or other similar term by any federal, state or local environmental law, regulation or rule presently in effect or promulgated in the future, as such laws, regulations or rules may be amended from time to time; and it shall be interpreted to include, but not be limited to, any substance which after release into the environment will or may reasonably be anticipated to cause sickness, death or disease.

19. Acceptance of Premises. By taking possession of the Premises, LESSEE accepts the Premises in the condition existing as of the Commencement Date. LESSOR makes no representation or warranty with respect to the condition of the Premises and LESSOR shall not be liable for any latent or patent defect in the Premises.

20. Assignment. LESSEE may not assign this Lease or sublet the Premises without the prior written consent of LESSOR. Nothing in this Lease shall preclude LESSOR from leasing other space for communications equipment to any person or entity, which may be in competition with LESSEE, or any other party.

21. Successors and Assigns. This Lease shall be binding upon and inure to the benefit of the parties, their respective successors, personal representatives and assigns.

22. Non-Waiver. Failure of LESSOR to insist on strict performance of any of the conditions, covenants, terms or provisions of this Agreement or to exercise any of its rights hereunder shall not waive such rights, but LESSOR shall have the rights to enforce such rights at any time and take such action as might be lawful or authorized hereunder, either in law or equity. The receipt of any sum paid by LESSEE to LESSOR after a breach of this Agreement shall not be deemed a waiver of such breach unless expressly set forth in writing.

23. Miscellaneous.

a. LESSOR and LESSEE represent that each, respectively, has full right, power, and authority to execute this Lease.

b. This Lease constitutes the entire agreement and understanding of the parties and supersedes all offers, negotiations, and other agreements of any kind. There are no representations or understandings of any kind not set forth herein. Any modification of or amendment to this Lease must be in writing and executed by both parties.

c. This Lease shall be construed in accordance with the laws of the State of Nebraska.

d. If any term of this Lease is found to be void or invalid, such invalidity shall not affect the remaining terms of this Lease, which shall continue in full force and effect.

This Lease was executed as of the date first set forth above.

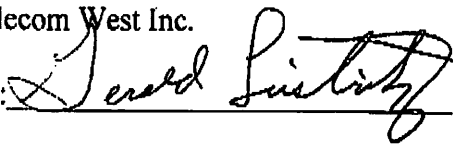
LESSOR:

City of Scottsbluff

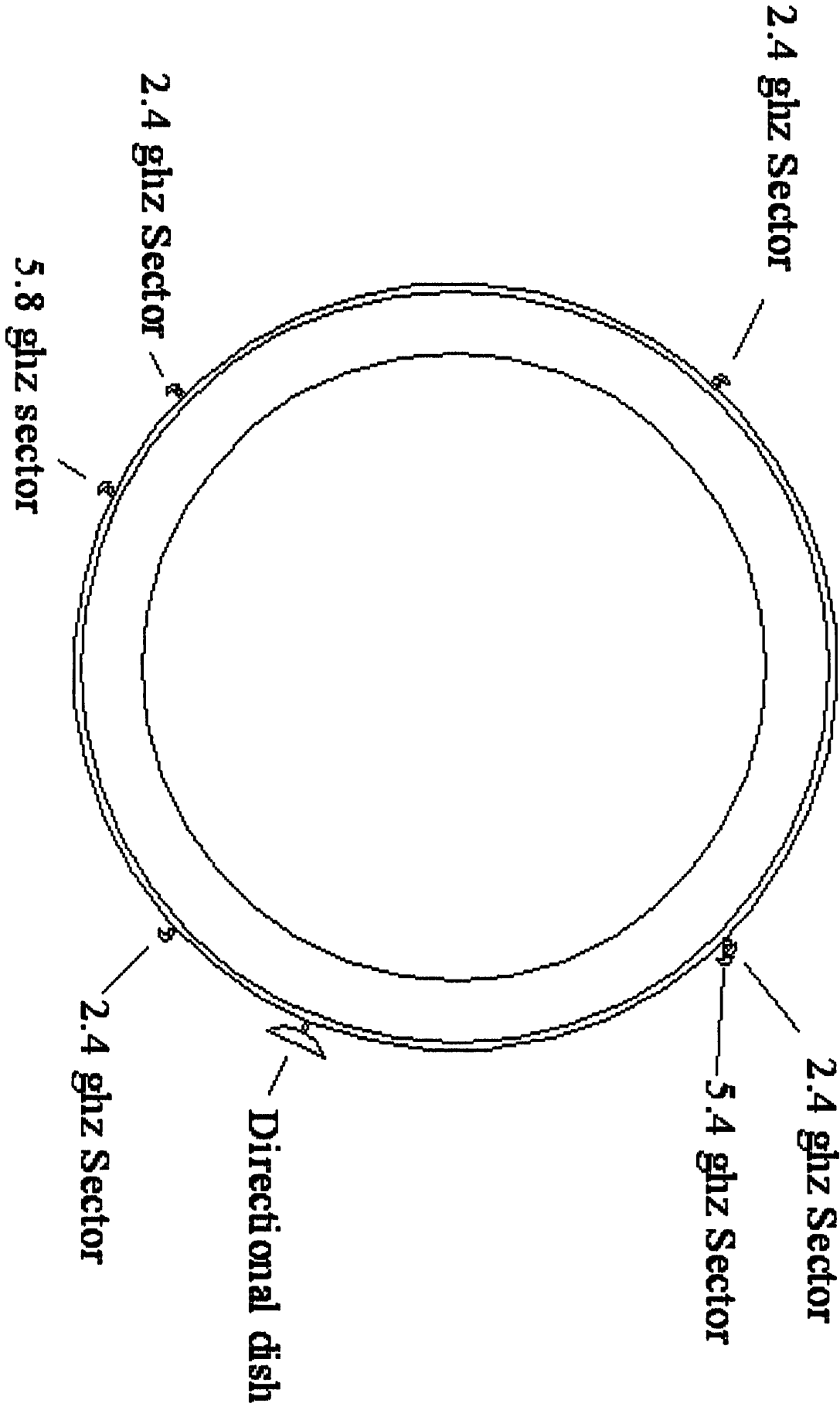
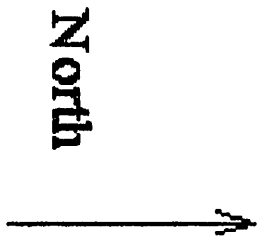
By: _____

LESSEE:

Telecom West Inc.

By: 

Scottsbluff Cemetary Water Tower



City of Scottsbluff, Nebraska

Monday, October 17, 2016

Regular Meeting

Item Reports4

Council to authorize the Mayor to execute the Release of Lien for Special Assessments for Paving District No. 311.

Staff Contact: Liz Hilyard, Finance Director

RELEASE OF LIEN FOR SPECIAL ASSESSMENTS

In consideration of the payment of the special assessments in favor of the City of Scottsbluff, a Nebraska municipal corporation (the "City"), the City hereby releases any and all liens resulting from the assessments set forth in Ordinance No. 4196, dated September 6, 2016 for improvements made by the City in Paving District No. 311, on the following described property:

Lot 7, Block 5, Replat of Lots 7-12, Block 5, Five Oaks Subdivision,
to the City of Scottsbluff, Scotts Bluff County, Nebraska.

Lot 8a, Block 4, Replat of Lots 8-13, Block 4, Amended Five Oaks
Subdivision, to the City of Scottsbluff, Scotts Bluff, County, Nebraska.

Dated: _____, 2016.

CITY OF SCOTTSBLUFF,
A Nebraska Municipal Corporation,

By _____
Randy Meininger
Mayor

ATTEST:

City Clerk

STATE OF NEBRASKA, SCOTTS BLUFF COUNTY:

The above RELEASE OF LIEN FOR SPECIAL ASSESSMENTS was acknowledged before me on _____, 2016, by Randy Meininger, Mayor of the City of Scottsbluff, a Nebraska municipal corporation, on behalf of the City.

Notary Public

City of Scottsbluff, Nebraska

Monday, October 17, 2016

Regular Meeting

Item Resolut.1

Council to consider the Resolution adopting the North Platte Natural Resources District Multi-Jurisdictional Hazard Mitigation Plan.

Staff Contact: Annie Folck, City Planner

Agenda Statement

Item No.

For meeting of: October 17, 2016

AGENDA TITLE: Council to consider resolution adopting the North Platte Natural Resources District Multi-Jurisdictional Hazard Mitigation Plan

SUBMITTED BY DEPARTMENT/ORGANIZATION: Development Services

PRESENTATION BY:

SUMMARY EXPLANATION: Hazard mitigation plans are a requirement of the Disaster Mitigation Act of 2000, administered by the Federal Emergency Management Agency (FEMA). Once a community, NRD, or county is part of a plan, they become eligible to apply for pre- and post-disaster mitigation grants, which are available on an annual basis as appropriated by congress. These federal grants allow for up to a 75% cost share for a wide variety of projects listed in the plan.

Currently, the hazard mitigation plan that the City has adopted is the NRD's Multi-Jurisdictional Hazard Mitigation Plan that was approved by FEMA on July 5, 2011. FEMA requires that the HMP must be updated and approved within a five year period. The new plan that they have drafted will replace the one that was adopted in 2011.

This hazard mitigation plan update was funded by a FEMA planning grant. The cost share was 75% federal funding and 25% local match. For this plan update, the North Platte NRD has provided the 25% local match. They are providing this plan free of charge to all of the communities within their jurisdiction.

BOARD/COMMISSION RECOMMENDATION:

STAFF RECOMMENDATION: Approve resolution adopting North Platte NRD Hazard Mitigation Plan

EXHIBITS				
Resolution X	Ordinance	Contract	Minutes	Plan/Map X
Other (specify) <input type="checkbox"/> _____				

NOTIFICATION LIST: Yes No X

APPROVAL FOR SUBMITTAL: _____
City Manager

Rev 3/1/99CClerk

RESOLUTION NUMBER _____

WHEREAS, the Federal Disaster Mitigation Act of 2000 was signed in to law on October 30, 2000, placing new emphasis on state and local mitigation planning for natural hazards and requiring communities to adopt a hazard mitigation action plan to be eligible for pre-disaster and post-disaster federal funding for mitigation purposes; and

WHEREAS, a Multi-jurisdictional Hazard Mitigation Plan was prepared by *the North Platte* Natural Resources District, with assistance from JEO Consulting Group, Inc. of Lincoln, NE, which includes the jurisdiction of the City of Scottsbluff.

WHEREAS, the purpose of the mitigation plan was to lessen the effects of disasters by increasing the disaster resistance of the Natural Resources District and participating jurisdictions located within the planning boundary by identifying the hazards that affect the City of Scottsbluff and prioritize mitigation strategies to reduce potential loss of life and property damage from those hazards, and

WHEREAS, FEMA regulations require documentation that the plan has been formally adopted by the governing body of Scottsbluff in the form of a resolution and further requesting approval of the plan at the Federal Level; and

NOW, THEREFORE, the governing body of the City of Scottsbluff, does herewith adopt the North Platte Natural Resources District Multi-Jurisdictional Hazard Mitigation Plan Update in its entirety; and

PASSED AND APPROVED this ____ day of _____, 2016.

Board Chairperson/Mayor

ATTEST:

City Clerk

City of Scottsbluff, Nebraska

Monday, October 17, 2016

Regular Meeting

Item Resolut.2

Council to consider an Ordinance updating the fees for collecting electronics and additional trash containers for customers.

Staff Contact: Liz Hilyard, Finance Director

ORDINANCE NO.

AN ORDINANCE FOR THE CITY OF SCOTTSBLUFF, NEBRASKA, AMENDING THE MUNICIPAL CODE SOLID WASTE COLLECTION FEES AT CHAPTER 6, ARTICLE 6, ADDING FEES FOR ADDITIONAL CONTAINERS USED BY RESIDENTIAL USERS AND ADDING A FEE PER POUND FOR NONRESIDENTIAL ELECTRONIC RECYCLING MATERIALS, REPEALING PRIOR PROVISIONS OF THE MUNICIPAL CODE 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. Section 6-6-23 of the Scottsbluff Municipal Code is amended to provide as follows:

"6-6-23. Residential.

The minimum monthly charges for collection and disposal service to residential units for solid waste; the single stream recycling program and designated yard waste, all of which must be contained in approved containers, effective for all billings made on and after December 1, 2016, shall be as follows:

All residential one-family unit (including mobile homes with an individual water or sewer connection) customers will be provided with a single container for solid waste (black), a single container for yard waste (green/brown) and a single container for single stream recycling (blue). There is no charge for the initial container of each type. The monthly charge to customers for once weekly pickup and disposal

is \$20.64

This charge includes pickup and disposal of one container of solid waste,
one container of yard waste and one container of single stream recycle once per week.

If a one-family unit customer desires to have any additional containers (which will be picked up and disposed of at the same time as their initial containers, and does not include special pickups) the monthly charge for each additional container by type of solid waste are set forth below. The charges listed will be in addition to the base monthly charge of \$20.64.

Solid Waste (black) containers, first additional.....	\$23.56 per month
Solid Waste (black) containers each additional	\$5.00 per month
Yard waste (brown/green) containers, first additional	\$10.00 per month
Yard waste (brown/green) containers, each additional ...	\$5.00 per container per month
Single Stream recycle (blue) containers, first additional	\$6.00 per month
Single Stream recycle (blue) containers, each additional .	\$4.00 per container per month

If additional containers of any type are requested by a residential customer, the customer must keep the additional container for a minimum of twelve (12) months before the container can be returned and the additional fees removed.

Multifamily structures (including mobile home parks with a single water or sewer connection) Rate Per Unit	
2 to 4 units	20.64
5 to 6 units	18.55
7 to 10 units	17.53
11 to 16 units	16.50
17 to 39 units	15.44
40 to 59 units	14.41
60 or more units	13.42

Hotels, motels and rooming houses shall be considered as commercial establishments and shall pay charges based on the charges provided for institutional business, commercial and industrial establishments as provided in this Chapter. The charges for quantities or services which exceed those covered by the minimum charge shall be an amount equal to the reasonable cost of the service as determined by the City Manager or the designee of the City Manager.

The rates and fees provided in this section shall be effective with respect to usage for which billings are made on or after December 1, 2016.

Section 2. Section 6-6-26.1 of the Scottsbluff Municipal Code is amended to provide as follows:

"6-6-26.1. Recyclable materials for Non-Residential Customers and Non-Recyclable Equipment.

For residential non-electronic disposal single stream recycling please refer to section 6-6-23.

Non-residential customers recycling electronic equipment and appliances please refer to the program specifics set forth below:

1. Customers recycling electronic waste including but not limited to: computer monitors, desk top and laptop computers, electronic mice, printers, fax machines, scanners, electronic typewriters, keyboards, computer speakers, servers, hard drives, television sets, VCR/DVD/Blue Ray players, home or auto stereo equipment, small electronics, gaming equipment and CFL light bulbs and florescent tubes brought in for disposal, shall be charged a fee of \$.50 per pound for all electronic waste brought in for recycling.
2. For non-recyclable appliances and electronic equipment, every person including residential and non-residential customers, who shall dispose of an appliance or non-recyclable electronic equipment at any disposal site of the City shall pay a charge of \$20.00 per item disposed.
3. The fee for the Gaylord (cardboard) containers shall be \$20.00 per month.
4. The rates and fees provided in this section shall be effective after December 1, 2016."

Section 3. Previously existing Sections 6-6-23 and 6-6-26.1 of the Scottsbluff Municipal Code 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 4. 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)

Approved to form:

City Attorney

City of Scottsbluff, Nebraska

Monday, October 17, 2016

Regular Meeting

Item Resolut.3

Council to consider an Ordinance allowing for Tiny Home Communities as a Planned Unit Development (third reading).

Staff Contact: Annie Folck, City Planner

ORDINANCE NO. _____

AN ORDINANCE OF THE CITY OF SCOTTSBLUFF, NEBRASKA AMENDING CHAPTER 25 ARTICLE 7 RELATING TO PLANNED UNIT DEVELOPMENTS PROVIDING FOR AN ADDITIONAL SECTION RELATING TO A TINY HOME COMMUNITY PLANNED UNIT DEVELOPMENTS, PROVIDING FOR PUBLICATION IN PAMPHLET FORM AND FOR AN EFFECTIVE DATE.

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

Section 1. Chapter 25, Article 7 of the Scottsbluff Municipal Code is amended by adding new Sections 25-7-81 through 25-7-87 to provide as follows:

“(f) TINY HOME COMMUNITY PLANNED UNIT DEVELOPMENT

25-7-81.

(1) Applicability. The regulations in this subdivision (f) of this Article apply to Tiny Home Community Planned Unit Developments.

(2) Scope. With respect to such developments, these regulations supersede all other regulations in this Article, and in other Articles of this Chapter, which are in conflict with these regulations. Except in cases of such conflict, or in situations where such other regulations clearly are inapplicable (because clearly inappropriate) to Tiny Home Community Planned Unit Developments, such other regulations, otherwise applicable, apply also to such developments.

(3) Purpose. The purpose of the regulations in this subdivision (f) is to permit the planning, construction, and occupancy of Tiny Home Community Planned Unit Developments in accordance with standards for Tiny Houses, and for accessory buildings and lands, containing adequate parking facilities, open spaces, recreation facilities, pedestrian walkways and other amenities which are not required or, as the case may be, not permitted under other provisions of this Article, or other Articles in this Chapter.”

“25-7-82 Definition of Tiny House, lots; area.

A Tiny House is a residential structure on a permanent foundation with a minimum of 200 square feet and a maximum of 700 square feet. A Tiny House must be constructed according to all building codes and life safety codes. A Tiny House on wheels must be licensed as a recreational vehicle under the laws and regulations of the State of Nebraska and then can be placed wherever a recreational vehicle can be placed, however, a Tiny House on wheels cannot be lived in year around. To be lived in year around, the Tiny House must be taken off wheels and affixed to a permanent foundation.

Tiny House sites in a Tiny Home Community Planned Unit Development must have a site area with a minimum of 2,850 square feet and a minimum width of thirty (30) feet.”

“25-7-83 Site; area; frontage and density.

A Tiny Home Community Planned Unit Development shall be not less than three acres in area, and shall have a frontage on a dedicated street of not less than two hundred (200) feet. The density of Tiny Home Community Planned Unit Development shall not exceed ten (10) units per gross acre. Provided, however, the City may approve a smaller site if it is part of a redevelopment site and meets the intent of this Article.”

“25-7-84 Setbacks.

The following minimum yard setbacks shall be maintained in each Tiny Home Community Planned Unit Development:

(1) Public street frontage: On that part of a Tiny Home Community Planned Unit Development which is adjacent to a major street, a minimum setback of twenty (20) feet shall be maintained. On that part of such development which is adjacent to a secondary street or a street with a lower classification, a minimum setback of fifteen (15) feet shall be maintained.

(2) Interior lot lines: A minimum setback from interior lot lines of ten (10) feet shall be maintained.”

“25-7-85 Accessory buildings.

All accessory buildings and structures in a Tiny Home Community Planned Unit Development shall be:

(1) Located to the rear of the Tiny House.

(2) At least three (3) feet from the rear lot line if the line is a common lot line with an abutting lot.

(3) At least two (2) feet from the interior side lot line and if the lot is a corner lot, the accessory building shall not protrude beyond the tiny house into the front yard abutting the side street.

(4) Any detached accessory building shall be situated not less than five (5) feet from the Tiny House.”

“25-7-86 Off-street parking.

Two (2) off-street parking spaces shall be provided on each Tiny House site.”

“25-7-87 Other requirements.

To insure the residential character of a Tiny Home Community Planned Unit Development, and to minimize adverse effects on adjacent properties, the following additional requirements shall be observed:

(1) Tiny Houses shall be affixed to permanent foundations.

(2) Tiny Houses must meet all building codes and life safety codes, minimum square footage requirements, height requirements, including kitchen and bathroom with minimum clearances for all fixtures.

(3) Tiny Houses with sleeping lofts must have a secondary means of egress, such as a window or another means of escape, in the event of a fire.

(4) Tiny Houses shall be limited to occupancy of one person for every 100 square feet.

(5) Tiny Houses must be connected to utilities with separate water services and sewer services and meters for each Tiny House.

(6) A Tiny Home Community Planned Unit Development may be allowable in any residential zone as long as they meet the requirements set forth in this Article.

Section 2. 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 passing and approval and publication shall be in pamphlet form.

PASSED and APPROVED on _____, 2016.

Mayor

Attest:

City Clerk (Seal)

Approved as to Form:

Deputy City Attorney

City of Scottsbluff, Nebraska

Monday, October 17, 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