

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

Regular Meeting
April 3, 2017
6:00 PM

1. Roll Call
2. Pledge of Allegiance.
3. **For public information, a copy of the Nebraska Open Meetings Act is available for review.**
4. Notice of changes in the agenda by the city clerk (Additions may not be made to this agenda less than 24 hours before the beginning of the meeting unless added under Item 5 of this agenda.)
5. Citizens with business not scheduled on the agenda (As required by state law, no matter may be considered under this item unless council determines that the matter requires emergency action.)
6. Consent Calendar (Items in the consent calendar are proposed for adoption by one action for all items unless any member of the council requests that an item be considered separately.):
 - a) Approve the minutes of the March 20, 2017, Regular Meeting.
 - b) Council to authorize city clerk to advertise to receive bids to sell 1996 Freightliner Fire Truck (minimum bid \$10,000.00), to be received by April 25, 2017 at 2:00 p.m.
 - c) Council to approve the bids and specifications for the secured entrance project at City Hall and authorize the city clerk to advertise for bids to be received by May 3, 2017 at 10:00 a.m.
7. Claims:
 - a) Regular claims
8. Reports from Staff, Boards & Commissions:
 - a) Council to consider an Economic Development Assistance Agreement with Open Door Counseling and authorize the City Manager to execute the agreement as the Economic Development Program Administrator.
 - b) Council to consider authorizing the Mayor to sign a Release of Lien for Special Assessments paid for Paving District No. 311.
 - c) Council to consider approval of the Copier Connection Maintenance Contract for the Library and authorize the Mayor to execute the agreement.
 - d) Council to consider paying \$67,621.00 to the Scottsbluff Public School District for the demolition cost of the outdoor Splash pool.

- e) Council to receive a report and discuss additional revenue sources.
- 9. Resolution & Ordinances:
 - a) Council to consider adopting the International Building Code 2012 Edition and International Residential Code 2012 Edition and approve the Ordinance (second reading).
 - b) Council to consider an Ordinance Amendment adding language and requirements for 24 hour Daycare (second reading).
 - c) Council to consider an Ordinance amending the Municipal Code to provide for the powers of the Community Redevelopment Authority.
 - d) Council to consider a Resolution to terminate the Scottsbluff Improvement Agency.
- 10. Executive Session
 - a) Council reserves the right to enter into closed session if deemed necessary if the item is on the agenda.
- 11. 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
- 12. Council reports (informational only):
- 13. Scottsbluff Youth Council Representative report (informational only):
- 14. Adjournment.

City of Scottsbluff, Nebraska

Monday, April 3, 2017

Regular Meeting

Item Consent1

Approve the minutes of the March 20, 2017, Regular Meeting.

Staff Contact: Cindy Dickinson, City Clerk

Regular Meeting
March 20, 2017

The Scottsbluff City Council met in a regular meeting on March 20, 2017 at 6:00 p.m. in the Council Chambers of City Hall, 2525 Circle Drive, Scottsbluff. A notice of the meeting had been published on March 17, 2017, in the Star Herald, a newspaper published and of general circulation in the City. The notice stated the date, hour and place of the meeting, that the meeting would be open to the public, that anyone with a disability desiring reasonable accommodations to attend the Council meeting should contact the City Clerk's Office, and that an agenda of the meeting kept continuously current was available for public inspection at the office of the City Clerk in city hall; provided, the City Council could modify the agenda at the meeting if it determined that an emergency so required. A similar notice, together with a copy of the agenda, also had been emailed to each council member, made available to radio stations KNEB, KMOR, KOAQ, and television stations KSTF and NBC Nebraska, and the Star Herald. The notice was also available on the city's website on March 17, 2017.

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, Scott Shaver, Jordan Colwell and Mark McCarthy. Also present was City Manager Johnson and City Attorney Kent Hadenfeldt. Absent: None. Mayor Meininger asked if there were any changes to the agenda. There were no changes.

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

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

1. "The minutes of the March 6, 2017, Regular Meeting be approved,"
2. "Council acknowledge receipt of a Tort Claim from Michael Meister, Attorney at Law, on behalf of Jana Brown and refer to the city's insurance carrier,"
3. "Council receive an updated list of volunteer fire fighters," "YEAS", Meininger, Colwell, Shaver, Gonzales and McCarthy, "NAYS" None. Absent: None.

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 March 20, 2017, as on file with the City Clerk and submitted to the City Council," "YEAS", Meininger, Colwell, Shaver, Gonzales and McCarthy, "NAYS" None. Absent: None.

CLAIMS

4IMPRINT INC,DEPT SUP,381.92; ACCELERATED RECEIVABLES SOLUTIONS,WAGE ATTACHMENT,663.62; ACTION COMMUNICATIONS INC.,EQUIP MAINT,580.39; ADVANCED CUTTING SYSTEMS, INC,SIGNING SUPPLIES - TAPE & ROLL GOODS,752.12; AGUALLO, PAUL,UNIFORMS & CLOTHING,125; ALVARO SILVA,CONTRACTUAL,1305; ASSURITY LIFE INSURANCE CO,LIFE INS,34.36; AUTOZONE STORES, INC,VEHICLE MAINTENANCE,31.96;

B & H INVESTMENTS, INC,DEP. SUP.- LIBRARY,52.5; B&C STEEL CORPORATION,SIGN MATERIAL - SHEETING & TUBING,73.18; BAUER LARRY,LEGAL,23.21; BIRUTA D. WALTON,EQUIP MAINT,80; BLUFFS SANITARY SUPPLY INC.,DEPT SUPP,656.54; BRUNZ, BRANDI,SCHOOLS & CONF,111; CAPITAL BUSINESS SYSTEMS INC.,CONT. SRVCS.,403.44; CARR- TRUMBULL LUMBER CO, INC.,SUPPLIES - ICE RINK,1432.58; CELLCO PARTNERSHIP,FIRE MONTHLY CELL PHONES,412.58; CEMENTER'S INC,DEPT SUP,103.8; CHILD SUPPORT,CHILD SUPPORT,37; CITIBANK N.A.,DEPARTMENT SUPPLIES,585.42; CITY OF GERING,DISPOSAL FEES,36412.09; CITY OF SCB,POSTAGE,17.05; COMPUTER CONNECTION INC,RENT-MACH,45.66; CONTRACTORS MATERIALS INC.,SUPP - TOOL BOX FOR NEW PICKUP,504.79; CREDIT BUREAU OF COUNCIL BLUFFS,FEES - FEB 2017,50; D & H ELECTRONICS INC.,ELECT. SUPP - SWITCH,22.68; DALE'S TIRE & RETREADING, INC.,VEHICLE MTNC,1313.28; DITCH-WITCH OF WEST TEXAS INC,EQUIP MAINT,269; DUANE E. WOHLERS,DISPOSAL FEES,450; ELLIOTT EQUIPMENT COMPANY INC.,DEPT SUPPLIES,3540; FASTENAL COMPANY,SUPP - NUTS & BOLTS,29.75; FAT BOYS TIRE AND AUTO,EQUIP MTNC,1046.36; FEDERAL EXPRESS CORPORATION,VEH MAINT,515.19; FLOYD'S TRUCK CENTER, INC,REPAIRS TO DUMP TRUCK,5677.87; FUN EXPRESS, LLC,SPECIAL EVENT,646.15; FYR-TEK INC,20 PAIRS OF EXTRICATION GLOVES,2003.85; GALLS INC,UNIFORMS,121.53; GENERAL ELECTRIC CAPITAL CORPORATION,DEPT SUPP,363.97; GRAY TELEVISION GROUP INC,CONTRACTUAL SVC,695; H D SUPPLY WATERWORKS LTD,DEPT SUP,15143.23; HAWKINS, INC.,CHEMICALS,1640.5; HENKEL'S MACHINE AND WELDING,DEPT SUPPLIES,4811; HENWIL CORPORATION, CHEMICALS,5290.54; HOA SOLUTIONS, INC,EQUIP MAINT,3785; IDEAL LAUNDRY AND CLEANERS, INC.,JANITORIAL,1276.45; INDEPENDENT PLUMBING AND HEATING, INC,BLDG MAINT,373.46; INGRAM LIBRARY SERVICES INC,BKS,810.3; INTERNAL REVENUE SERVICE,WITHHOLDINGS,61538.52; INTRALINKS, INC,CONTRACT SERVICES, 3509.09; J G ELLIOTT CO.INC.,ACCIDENTAL/HEALTH RENEWAL-VOLUNTEER FIREFIGHTERS, 1242; JOHN DEERE FINANCIAL,DEPT SUPPLIES,200.93; JUSTIN HOUSTOUN, OMAHA COURSE MEALS-HOUSTOUN,96; KEARNEY HOSPITALITY INC,SCHOOL & CONF, 364; KEMBEL SAND & GRAVEL COMPANY,DEPT SUPP,40.35; KNOW HOW LLC,EQUIP MTNC, 718.47; LEXISNEXIS RISK DATA MANAGEMENT,CONSULTING,200; M.C. SCHAFF & ASSOCIATES, INC,RM160389-00 PROF.SERVICES (42ND ST),21146.25; MADISON NATIONAL LIFE,INSURANCE,1881.1; MARTINEZ CONNIE,LEGAL,23.21; MATHESON TRI-GAS INC,RENT MACHINES,43.4; MENARDS, INC,BUILDING MTNC,2238.41; MICHAEL LEVICK,OMAHA TRAINING MEAL REIMBERSEMENT-LEVICK,96; MIDLANDS NEWSPAPERS, INC,SBSCRIP. RNWL. - LIBRARY,25; MIDLANDS NEWSPAPERS, INC,LEGAL PUBLISHING,671.29; MIDWEST MACHINERY & SUPPLY CO,PARTS FOR GUARD RAIL,734.42; MIDWEST MOTOR SUPPLY CO INC,SUPP -- SOLVENT & GREASE,1518.94; MILLER, DANA,BATTERY SWITCH,85; NE CHILD SUPPORT PAYMENT CENTER,NE CHILD SUPPORT PYBLE,1630.93; NE DEPT OF REVENUE,TAX,39584.11; NEBRASKA SAFETY & FIRE EQUIPEMENT

INC.,CONTRACTUAL SERVICES,415; NEBRASKA MACHINERY CO,EQUIP MTNC,31.91; NEBRASKA PUBLIC POWER DISTRICT,ELECTRIC,40109.08; NEBRASKA SALT AND GRAIN CO,2 LOADS ICE SLICER,8339.09; NEMNICH AUTOMOTIVE,EQUIP MTNC,79.13; NEOPOST,POSTAGE,1300; NETWORKFLEET, INC,GPS SERVICE,18.95; NEWMAN, TIMOTHY, TRAVEL, MEALS,30; NEXT YOUNG PROFESSIONALS,MEMBERSHIP DUES,75; NORTHWEST PIPE FITTINGS, INC. OF SCOTTSBLUFF,DEPT SUP,2.03; OCLC ONLINE COMPUTER LIBRARY CENTER, INC,CONT. SRVCS.,339.44; PAGE MY CELL LLC,YEARLY PAGING SERVICE,600; PANHANDLE COOPERATIVE ASSOCIATION,OTHER FUEL,15548.84; PLATTE VALLEY BANK,HEALTH SAVINGS ACCT,15029.87; POSTMASTER,POSTAGE,866.14; POWERPLAN, EQUIP MTNC,404.4; QUICK CARE MEDICAL SERVICES,PHYSICAL / RYAN FELTES,125; QUILL CORPORATION,DEPT SUPPL,322.07; REGANIS AUTO CENTER, INC, EQUIP MTNC,213.14; REGIONAL CARE INC,CLAIMS,33047.59; REGISTER OF DEEDS, LEGAL,10; ROBERTA J BOYD,REIMB.,11.25; ROHRER, JOSEPH,SCHOOLS & CONF,161; ROURKE PUBLISHING, LLC,BKS,163.92; RUSSELL & GAYLENE REISIG,DEPT CNTRCL SRVCS,4400; S M E C,EMPLOYEE DEDUCTION,194.5; SALES MIDWEST, INC,EQUIP MAINT,554.19; SANDBERG IMPLEMENT, INC,EQUUP MAINT,536.66; SCB FIREFIGHTERS UNION LOCAL 1454,FIRE EE DUES,195; SCOTT SHAVER,TRAVEL EXPENSE,226.25; SCOTTS BLUFF COUNTY COURT,LEGAL,139; SCOTTS BLUFF COUNTY TOURISM,ECLIPSE GLASSES,540; SCOTTSBLUFF BODY & PAINT,TOW SERVICE,1390; SCOTTSBLUFF POLICE OFFICERS ASSOCIATION,POLICE EE DUES,552; SECRETARY OF STATE,FILING FEE,20; SHERIFF'S OFFICE,LEGAL,171.22; SHERWIN WILLIAMS,BLDG MAINT,298.06; SIMMONS OLSEN LAW FIRM, P.C.,CONTRACTUAL SERVICES,13615.29; SIMON CONTRACTORS,SNOW REMOVAL HAULING,2577.23; SNELL SERVICES INC.,BLDG. MAIN.,916.5; SPECIAL INVESTIGATIONS, GRANT REIMB,350; SUPERIOR SIGNALS, INC,EQUIP MTNC,440.67; TAMARA REICHERT, AWARD - RECOG.DINNER,36.75; TEBBET KENT,LEGAL,23.21; TEXAS PNEUDRAULIC INC,EQUIP MTNC,288.14; TOYOTA MOTOR CREDIT CORPORATION,HIDTA CAR LEASE,365.69; TRANS IOWA EQUIPMENT LLC,EQUIP MTNC,4122.28; TWIN CITY AUTO, INC,CUTTING EDGES & GUARDS FOR SNOW PLOWS,1417.42; TWIN CITY ROOFING & SHEETMETAL, INC,BLDG MAINT,5693; UNIQUE MANAGEMENT SERVICES, INC,CONT. SRVCS.,134.25; UPSTART ENTERPRISES, LLC,DEPT SUPP,14.98; US BANK,SCHOOLS & CONF, 1333.04; VANTAGEPOINT TRANSFER AGENTS-300793,DEF COMP,645; VANTAGEPOINT TRANSFER AGENTS- 705437,ROTH IRA,530; W BAR FIRE EXTINGUISHERS LLC,ANNUAL TESTING ON 14 SCBA BOTTLES,428; WEBB JASON O.D. P.C.,PERMIT,93; WEBB ORTHODONTICS LLP,PERMIT,128; WELLS FARGO BANK, N.A., RETIREMENT, 32636.86; WESTERN NE COMMUNITY COLLEGE,EMS CLASS-COMBS,500; WESTERN PATHOLOGY CONSULTANTS, INC,PRE-EMPLOYMENT SCREENING,89; WESTERN TRAVEL TERMINAL, LLC,VEH MAINT,133.09; WYOMING FIRST AID & SAFETY SUPPLY, LLC,DEPT SUPPLIES,63.02; YOUNG MEN'S CHRISTIAN ASSOCIATION OF SCOTTSBLUFF, NE, YMCA,

1627; ZM LUMBER INC,SUPPLIES - ICE RINK,259.4; REFUNDS: DISHMAS 20.37; AHLERS 25.87; HARRIS 3.85; JOHNSON 5.92; MUNOZ 41.28; HARDEN 5.72; MICHAELIS 4.45.

City Manager Johnson explained the proposed payment to Scottsbluff Public School district to address the permit issues and demolition of the outdoor Splash Pool. The school district announced that they will soon be closing the indoor Splash Pool and demolishing the outdoor pool. In order to resolve the permit issues for the new school, they have proposed that the City pay for the demolition of the outdoor pool in the amount of \$67,621.00 and reimburse the permit fee of \$91,860.00, and in so doing, the school district would relieve the city from the previous agreement to pay \$202,000.00 for locker room repairs. Mr. Johnson added that administratively, this is in the best interest, as the city will actually save \$42,519.00 from the original agreement. Mayor Meininger commented that this will also address the safety issues of the smoke corridors. Council Member Shaver noted that the school district has already voted to demolish the indoor pool, so the agreement would be void; he added that he would not be in favor of paying this to the school district.

Mayor Meininger referred to the previous agreements with the School District, noting that the outdoor pool was the responsibility of the City, and he feels that we need to be good stewards of this agreement; and it would clean up the outstanding issues. Mr. Johnson added that this proposal would eliminate future budgeting of the \$202,000.00 for the locker room repairs and actually add the \$42,519.00 to our general fund.

Council Member Shaver questioned the justification for the city to pay for the High School building permit fee. City Manager Johnson commented that the justification is to make sure we have a safe school, meeting all of the life safety codes. Also, the City and School District need to mutually release the funds set aside for the locker room issues.

Council Member Gonzales asked if it is customary to not charge other government entities for building permits. City Attorney Hadenfeldt said it is not customary, but it would resolve several issues regarding permitting and inspections. City Manager Johnson has talked considerably with the School District over the past several months to negotiate the release of the locker room repairs contract. Council Member Shaver commented that once the pool and locker room are demolished, the contract would be released because they would not be repairing the locker room.

Moved by Mayor Meininger, "to approve a payment to the Scottsbluff Public School District not to exceed \$159,481.00 to resolve outstanding permit issues and pay for the demolition cost of the outdoor Splash pool." The motion died due to lack of a second to the motion. Staff was instructed to contact the Scottsbluff School District and continue to negotiate the agreement.

City Manager Johnson explained the city debt capacity and the interest payments associated with the debt. We currently have a 2002 Public Safety Bond with high interest rates, and staff is recommending paying off the bonds, including accrued interest in the amount of \$341,442.71. Mr. Johnson noted that Council received a corrected copy of the Resolution showing the CUSIP numbers. The funds for this payment are from the debt service fund, and staff would like to pay this prior to issuing more debt. Other upcoming projects will include 42nd Street Construction and the Pathway, which will tie up our debt capacity. By paying off the higher interest rate of the Public Safety Bond, we will be saving money.

Moved by Council Member Gonzales, seconded by Council Member Shaver, "to approve paying off the 2002 Public Safety Bonds in the amount of \$341,442.71 (including accrued interest) and approve

Resolution No. 17-03-01, with addition of the CUSIP numbers,” “YEAS”, Meininger, Colwell, Shaver, Gonzales and McCarthy, “NAYS” None. Absent: None.

RESOLUTION NO. 17-03-01

BE IT RESOLVED by the Mayor and the City Council of the City of Scottsbluff, Nebraska:

1. The City of Scottsbluff (“**City**”) has determined it is prudent to redeem and pay off the City’s \$335,000 aggregate principal amount outstanding of its Public Safety Tax Anticipation Bonds, Series 2002 (the “**2002 Bonds**”), maturing and bearing interest as follows:

<u>Maturity</u>	<u>Principal Amount</u>	<u>Interest Rate</u>	<u>CUSIP</u>
December 1, 2017	\$50,000	4.350%	810266PP5
December 1, 2018	50,000	4.450	810266PQ3
December 1, 2019	55,000	4.550	810266PR1
December 1, 2020	55,000	4.650	810266PS9
December 1, 2021	60,000	4.750	810266PT7
December 1, 2022	65,000	4.850	810266PU4

2. The 2002 Bonds are subject to redemption at any time and the City has funds on hand available for such purpose.

3. The City shall use the above referenced funds to pay off the 2002 Bonds, and the 2002 Bonds are hereby called for redemption on May 1, 2017 (the “**Redemption Date**”). The City Council now authorizes the Mayor, the City Clerk and Finance Director, or any one of them, to act according to this Resolution and sign any and all documents or certificates which are necessary to complete this action.

4. Notice of the call for redemption, identifying the 2002 Bonds to be redeemed, shall be given by the Paying Agent for the 2002 Bonds, Western States Bank, Scottsbluff, Nebraska (the “**Paying Agent**”), upon mailing a copy of the redemption notice by first-class mail, postage prepaid, at least thirty days prior to the Redemption Date to the registered owner of each 2002 Bond to be redeemed at the address shown on the registration books; provided, however, that failure to give such notice by mailing, or any defect therein, shall not affect the validity of any proceedings for the redemption of any 2002 Bond with respect to which no such failure has occurred. Any notice mailed as provided in the Ordinance authorizing the issuance of the 2002 Bonds shall be conclusively presumed to have been duly given, whether or not the registered owner of such 2002 Bond receives the notice.

5. Holders of the 2002 Bonds shall present the same for payment and redemption on the Redemption Date at the office of the Paying Agent, the place of payment thereof, and interest on the 2002 Bonds shall cease on and after the Redemption Date.

6. A true copy of this resolution shall be filed with the Paying Agent at least thirty (30) days prior to Redemption Date.

7. This Resolution shall become effective upon its passage and approval.

Passed and Approved on March 20, 2017.

Mayor

ATTEST:

City Clerk

City Manager Johnson explained that staff is still evaluating the LB840 funding to determine whether or not this funding can be used for 42nd Street along adjacent qualifying businesses. This report will be completed soon for Council's review. Staff is looking for direction regarding working with Bond Counsel to bring back recommendations for the funding of this project. We have a 90 day window of time to bring options back to the Council. The maximum amount of this bond would be \$5 million. We are looking at an August construction date. Council Member Shaver commented that he would rather wait until we determine if we can use LB840 funding because then the debt for the City would be \$3.5 - \$4 million; this project along with the pathway project will create a lot of debt, which he does not want to do.

Mr. Johnson confirmed that both the 42nd Street and Pathway projects would tie up our bond capacity until about 2025. Mayor Meininger added that 42nd Street is a little trickier than most street projects, as there is also water and sewer in this project. This agenda item only authorizes staff to begin the process of working with Bond Counsel, it doesn't tie us down. Mr. Johnson added that because of this additional work involved with the 42nd Street project, it will take more time to look at several bonds and mechanisms.

Moved by Council Member McCarthy, seconded by Council Member Colwell, "to authorize staff to work with our Bond Counsel on issuing approximately \$5 million in bonds for the 42nd Street construction," "YEAS", Meininger, Colwell, Shaver, Gonzales and McCarthy, "NAYS" None. Absent: None.

Council reviewed the February Financial Report. City Manager Johnson had no additional information to report.

Mr. Johnson presented the bids for the Sanitary Sewer Main and Siphon project, which has been budgeted for this year as a Capital Improvement Project. The engineers estimate was \$179,176.00. The following bids were received: Paul Reed Construction, \$160,384.03; and Infinity Construction \$173,125.00. Staff has reviewed the bids and are recommending awarding the bid to Paul Reed Construction as the lowest and best bid. Moved by Mayor Meininger, seconded by Council Member McCarthy, "to approve the bid for the Sanitary Sewer Main & Siphon Project to Paul Reed Construction

in the amount of \$160,384.03 as the lowest and best bid,” “YEAS”, Meininger, Colwell, Shaver, Gonzales and McCarthy, “NAYS” None. Absent: None.

Mayor Meininger opened the public hearing at 6:25 p.m. as scheduled for this date, to consider an Ordinance Amendment adding language and requirements for 24 hour daycare. City Manager Johnson explained that this Ordinance is being considered with a special use permit, as there is an owner of a day care who would like to provide 24 hour care. The Planning Commission made a positive recommendation to the City Council at their meeting. City Attorney Hadenfeldt commented that the change to the Ordinance can be found in Section 25-3-23 (24). Number 6 was added which provided for child care any time of the day or night after a special permit is approved, however, a specific child can be there for no more than 12 hours per day.

Council Member Shaver introduced the Ordinance which was read by title on first reading: **AN ORDINANCE FOR THE CITY OF SCOTTSBLUFF, NEBRASKA, AMENDING ARTICLE 2 OF CHAPTER 25 AND ARTICLE 3 OF CHAPTER 25 OF THE MUNICIPAL CODE BY INCLUDING AND AMENDING DEFINITIONS FOR DAY CARE AND PROVIDING FOR A SPECIAL PERMIT FOR A CHILD CARE CENTER, FAMILY CHILD CARE HOME OR DAY CARE CENTER THAT OPERATES 24 HOURS PER DAY AND REQUIRING A SPECIAL PERMIT IN ANY ZONE WHERE CURRENTLY PERMITTED, REPEALING ALL PRIOR ORDINANCES AND PROVIDING FOR AN EFFECTIVE DATE AND PROVIDING FOR PUBLICATION IN PAMPHLET FORM.**

City Manager Johnson explained the request with Vertex for a one year Extension Agreement. They have \$72,500.00 remaining on their Economic Development Assistance agreement, which is tied to job creation and credits. The LB840 Committee reviewed the request and gave a positive recommendation. Jim Trumbull, LB840 Application Review Committee Chair explained that the committee approved the year extension as they did not see a reason for them to apply again as they should earn those credits in another year. Moved by Council Member Gonzales, seconded by Mayor Meininger, “to approve the Extension Agreement to the Amended and Restated Economic Development Assistance with Vertex Business Services, LLC and authorize the City Manager to execute the agreement as the Economic Development Program Administrator,” “YEAS”, Meininger, Colwell, Shaver, Gonzales and McCarthy, “NAYS” None. Absent: None.

Mr. Johnson presented the renewal lease with DataLink, LLC and explained that Council Member Shaver had concerns about this lease after learning more about water tower leases at the recent Nebraska League of Municipalities meeting. This lease has no use to the City and Mr. Johnson would like to restructure the lease payment. Moved by Mayor Meininger, seconded by Council Member Shaver, “to table the item dealing with the renewal of a Lease with DataLink, LLC for their GPS Base Unit Antenna System mounted on the Airport Water Tower,” “YEAS”, Meininger, Colwell, Shaver, Gonzales and McCarthy, “NAYS” None. Absent: None.

City Manager Johnson reported that the Revenue Committee met last week and reviewed the first six months revenue, which showed that we are .06% ahead of our budgeted projection. In dollars, this represents \$1,689.00 ahead of our projections. We anticipated a 0% increase for Fiscal Year 2017. The Revenue Committee discussed declining sales tax revenues and the declining NPPD Lease payment. Their revenue projection to the City Council is a negative 4% sales tax revenue for the remainder of FY 2016-2017 and a negative 4% for FY 2017-2018. The revenue projection for the NPPD Lease payment is negative 2% for the remainder of FY 2016-2017 and negative 1% for FY 2017-2018.

Mr. Johnson noted that in comparison with other Nebraska communities, it appears that we are impacted more by the agriculture economy. We've started working on the annexation plan, which is a long-term benefit to the city. For now, Mr. Johnson said that we need to focus on the upcoming budget. Staff will look at staffing and operating budgets city-wide, to trim back and make sure we have a balanced budget. Last year we used \$300,000.00 of reserves to balance the current budget. This makes the hole a little bigger. We have a policy regarding the use of reserves and it's important to maintain that policy.

The impact of the upcoming annexation won't be known for a little while, although there is an NPPD sub-station located on one parcel of land that will be annexed. This sub-station serves the hospital and surrounding facilities, projected revenues from this are \$20,000.00 to \$30,000.00 from this one parcel. There are some other substantial parcels we are looking to annex in the future. We need to begin looking at other revenue sources and ways to cut back.

Council Member Gonzales noted that this is the way revenues are trending for city governments. We were hoping that December would be a good sales tax month and it was not. Sales tax is the major funding source for city departments such as parks, library, police, fire, administration; this is the quandary we put ourselves into when we continue to fund primarily with sales tax. Council Member Shaver suggested having more sources of revenue rather than relying so heavily on sales tax.

Mr. Johnson noted that with other sources of revenue, the trend will generally remain the same, if one source is down, the others are also; however, there is another source to draw from. We have some limitations we need to deal with, such as our limit of \$175,000.00 from property tax that is allowed in General Fund. Council Member Shaver commented that this limit should have been set by percentage rather than by dollar amount.

Mayor Meininger commented that the Revenue Committee has done a thorough job and we need to honor their recommendations to work on the upcoming budget. Council Member Colwell added that the agriculture economy is unfortunately driving the revenues down, however, there are some good projects taking place which will hopefully turn things around. He also commented on the recent passage of the sales tax legislation for Amazon on-line sales; which may help with sales tax revenue.

Council Member Shaver noted that Scottsbluff is one of the few communities in the state without a local lodging tax. Council Member Gonzales added that another factor is our dismal economic development efforts and our inability to recruit an Economic Development Director. This added with the poor agriculture economy are causing revenue issues.

It was the general consensus of the City Council to use the Revenue Committee's projection and bring all possible revenue sources back to the City Council.

Council introduced Ordinance No. 4205 which was read by title on third reading:
ORDINANCE ANNEXING A TRACT OF LAND IN PORTIONS OF SECTIONS 11, 12, AND 13 IN TOWNSHIP 22 NORTH, RANGE 55 WEST OF THE 6TH P.M., SCOTTS BLUFF COUNTY, NEBRASKA.

Moved Council Member Colwell, seconded by Council Member McCarthy, "to approve Ordinance No. 4205 annexing a tract of land in portions of Sections 11, 12, and 13 in Township 22 North, Range 55 West of the 6th P.M., Scotts Bluff County (known as 42nd Street from Avenue I to 5th Ave, including the

Landers Soccer Complex),” “YEAS”, Meininger, Colwell, Shaver, Gonzales and McCarthy, “NAYS” None. Absent: None.

City Manager Johnson presented a Resolution for Fair Housing Month. Adopting this resolution is a requirement for our Community Development Block Grant. Moved by Mayor Meininger, seconded by Council Member Colwell, “to approve Resolution No. 17-03-02 designating April as Fair Housing Month.

RESOLUTION NO. 17-03-02

WHEREAS, April marks the anniversary of the passage of the Fair Housing Act of 1968, which sought to eliminate discrimination in housing opportunities and to affirmatively further housing choices for all Americans; and

WHEREAS, the ongoing struggle for dignity and housing opportunity for all is not the exclusive province of the Federal government; and

WHEREAS, vigorous local efforts to combat discrimination can be as effective, if not more so, than Federal efforts; and

WHEREAS, illegal barriers to equal opportunity in housing, no matter how subtle, diminish the rights of all;

NOW, THEREFORE, BE IT RESOLVED, that in the pursuit of the shared goal and responsibility of providing equal housing opportunities for all men and women, the City Council of the City of Scottsbluff, joins in the national celebration by proclaiming April 2017 as **FAIR HOUSING MONTH** and encourages all agencies, institutions and individuals, public and private, in Scottsbluff, to abide by the letter and spirit of the Fair Housing Law.

PASSED AND APPROVED this 20th day of March, 2017.

Mayor

ATTEST:

City Clerk (seal)

City Attorney Hadenfeldt explained that the City acquired a property located at 1817 9th Ave. which was destroyed in a fire, and was creating a nuisance. The owner deeded the property to the City, and the City now has an offer from Habitat for Humanity to purchase the property. The City must pass the Ordinance authorizing the sale of the property, and then comply with the remonstrance requirements.

Mayor Meininger introduced Ordinance No. 4206, approving the sale of property located at 1817 9th Ave., which was read by title on the first reading: **AN ORDINANCE AUTHORIZING THE SALE**

OF LOT ELEVEN, BLOCK FORTY-SIX, EAST SCOTTSBLUFF ADDITION TO THE CITY OF SCOTTSBLUFF, SCOTTS BLUFF COUNTY, NEBRASKA.

Moved by Mayor Meininger, seconded by Council Member Gonzales, "that the statutory rule requiring the Ordinance to be read by title on three different days be suspended," "YEAS", Colwell, Meininger, McCarthy, Shaver and Gonzales, "NAYS", None. Absent: None.

The motion carried having been approved by three-fourths of the Council Members. Moved by Mayor Meininger, seconded by Council Member Gonzales, "that Ordinance No. 4206 be adopted," "YEAS", Colwell, Meininger, McCarthy, Shaver and Gonzales, "NAYS", None. Absent: None.

Moved by Council Member McCarthy, seconded by Council Member Gonzales, "to approve the contract selling city-owned property located at 1817 9th Ave. to Habitat for Humanity in the amount of \$10,500.00 and authorize the Mayor to execute the contract," "YEAS", Colwell, Meininger, McCarthy, Shaver and Gonzales, "NAYS", None. Absent: None.

City Manager Johnson presented the Ordinance adopting the 2012 International Building Code, which the state has also adopted. Council Member Shaver introduced the International Building Code 2012 Edition and International Residential Code 2012 Edition which was read by title on first reading: **AN ORDINANCE DEALING WITH THE BUILDING CODE, ADOPTING THE INTERNATIONAL BUILDING CODE 2012 EDITION AND THE INTERNATIONAL RESIDENTIAL CODE 2012 EDITION EACH WITH EXCLUDE PORTIONS; AMENDING CURRENT SECTIONS OF THE SCOTTSBLUFF MUNICIPAL CODE; REPEALING PRIOR PROVISIONS OF THE MUNICIPAL CODE, PROVIDING FOR PUBLICATION IN PAMPHLET FORM AND PROVIDING FOR AN EFFECTIVE DATE.**

At 6:50 p.m., it was moved by Mayor Meininger, seconded by Council Member Gonzales, "to conduct an executive session for the purpose of developing strategy on the potential purchase of property for the purpose of developing a landfill site and industrial site with the City of Gering, to include the City Manager, City Attorney and City Council," "YEAS", Colwell, Meininger, McCarthy, Shaver and Gonzales, "NAYS", None. Absent: None.

Mayor Meininger announced that the City Council would be conducting an executive session for the purpose of developing strategy on the potential purchase of property for the purpose of developing a landfill site and industrial site with the City of Gering, to include the City Manager, City Attorney and City Council.

The City Council resumed at 7:40 p.m. The following Council Members were present: Randy Meininger, Raymond Gonzales, Scott Shaver, Jordan Colwell and Mark McCarthy. Moved by Mayor Meininger, seconded by Council Member Gonzales, "to allow staff to continue to negotiate on the potential purchase of property for the purpose of developing a landfill site and industrial site with the City of Gering," "YEAS", Colwell, Meininger, McCarthy, Shaver and Gonzales, "NAYS", None. Absent: None.

Under Council Reports, Council Member Gonzales reported that the WNED Meeting was cancelled until April, and the East Overland Revitalization Meetings are continuing. Council Member Shaver would like a report regarding pre-existing, non-conforming use; this status is not intended to be a permanent use. He is also interested in the speed zone status around schools; Mr. Johnson is working on this. Mayor Meininger met with the Senior Center. Council Member Colwell reported that his first

League of Nebraska Municipalities was very informative and helpful. Council Member Shaver reported for the Youth Council – Scottsbluff High School placed second in state basketball, DECA will be going to Nationals in Anaheim, CA, HOSA is currently at State competition and Teachers conferences are this week.

Moved by Mayor Meininger, seconded by Council Member Colwell, “to adjourn the meeting at 8:00 p.m.,” “YEAS”, Colwell, Meininger, McCarthy, and Gonzales, “NAYS”, Shaver. Absent: None.

Mayor

Attest:

City Clerk
“SEAL”

City of Scottsbluff, Nebraska

Monday, April 3, 2017

Regular Meeting

Item Consent2

Council to authorize city clerk to advertise to receive bids to sell 1996 Freightliner Fire Truck (minimum bid \$10,000.00), to be received by April 25, 2017 at 2:00 p.m.

Staff Contact: Dana Miller, Fire Chief

CITY OF SCOTTSBLUFF
REQUEST FOR SEALED BIDS FOR SALE OF FIRE TRUCK

Notice is hereby given that the City of Scottsbluff will accept sealed bids from interested parties wishing to purchase a 1996 Freightliner Fire Truck, until April 25, 2017, 2:00 p.m. Minimum bid - \$10,000.00. All bids must be sent to the Scottsbluff City Clerk, 2525 Circle Drive, Scottsbluff, NE 69361. For information on the Fire Truck, contact Dana Miller, Fire Chief, 630-6229.

/s/Cindy Dickinson, City Clerk

Print 3 times:

April 7, 2017

April 14, 2017

April 21, 2017

One affidavit of publication requested

City of Scottsbluff, Nebraska

Monday, April 3, 2017

Regular Meeting

Item Consent3

Council to approve the bids and specifications for the secured entrance project at City Hall and authorize the city clerk to advertise for bids to be received by May 3, 2017 at 10:00 a.m.

Minutes:

The base bid for this project will secure the entrance to the city hall by reinforcing the walls with fiberglass bullet resistant panels hidden behind drywall, adding 2 transaction windows, and a bullet resistant storefront and door to the entrance.

The Alternate 1 part of the project will remove the front display wall, and install 3 new offices similar to the other offices that exist in the center of the building.

Staff Contact: Nathan Johnson, City Manager

**CITY OF SCOTTSBLUFF
NOTICE TO BIDDERS**

Sealed bids will be received by Cindy Dickinson, City Clerk at City Hall 2525 Circle Drive, Scottsbluff, Nebraska until 10:00 AM (Local Time) on May 3, 2017.

The bids shall be for all construction for the Entrance and Office renovation. All bids, properly received, will be opened at that time in an open and public letting. The City will review all bids with the architect with the intent of awarding a contract for all construction to the lowest responsible bidder.

One proposal for the general construction work, (including, but not limited to architectural, structural, mechanical and electrical construction) will be accepted.

Plans and specifications for the above construction may be obtained after April 11th, 2017 from A & D Technical Supply Co., 4320 So. 89th St, Omaha, Ne. 68127 (1-800-228- 2753) by submitting a \$50.00 refundable deposit payable to Joseph R. Hewgley for each printed set required; or by paying a non-refundable fee of \$25.00 for a CD or Download containing a complete set of drawings and specifications.

At the time of filing their bids, each bidder will be required to furnish a certified check, cashier's check or bid bond in an amount equal to five percent (5%) of their total bid. The City of Scottsbluff reserves the right to reject any or all bids or to award any bid considered most advantageous to them, including alternatives.

For the convenience of the sub-contractors and material suppliers, drawings and specifications may be examined by contacting the Office of the Architect, Joseph R. Hewgley & Associates, Inc., 818 S. Beltline Highway East, Suite B, Scottsbluff, NE. 69361 Phone: (308)633-3363.

The City of Scottsbluff
/s/Cindy Dickinson, City Clerk

Published in the Scottsbluff Star Herald
Publish 3T:

04/07/2017

04/14/2017

04/21/2017

One affidavit of publication requested

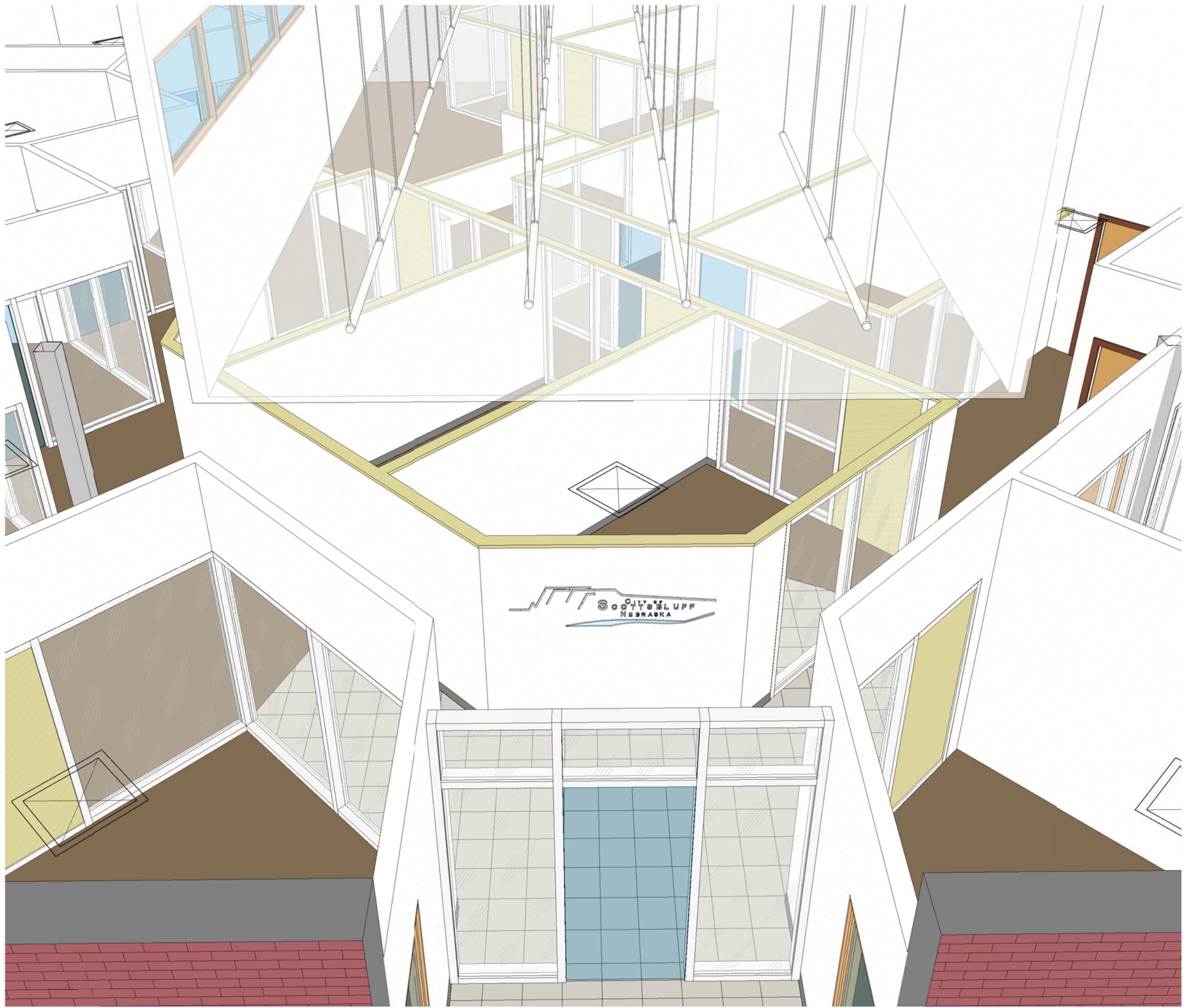
CITY HALL SECURE ENTRANCE & OFFICES

CITY OF SCOTTSBLUFF

SCHEDULE OF SHEETS

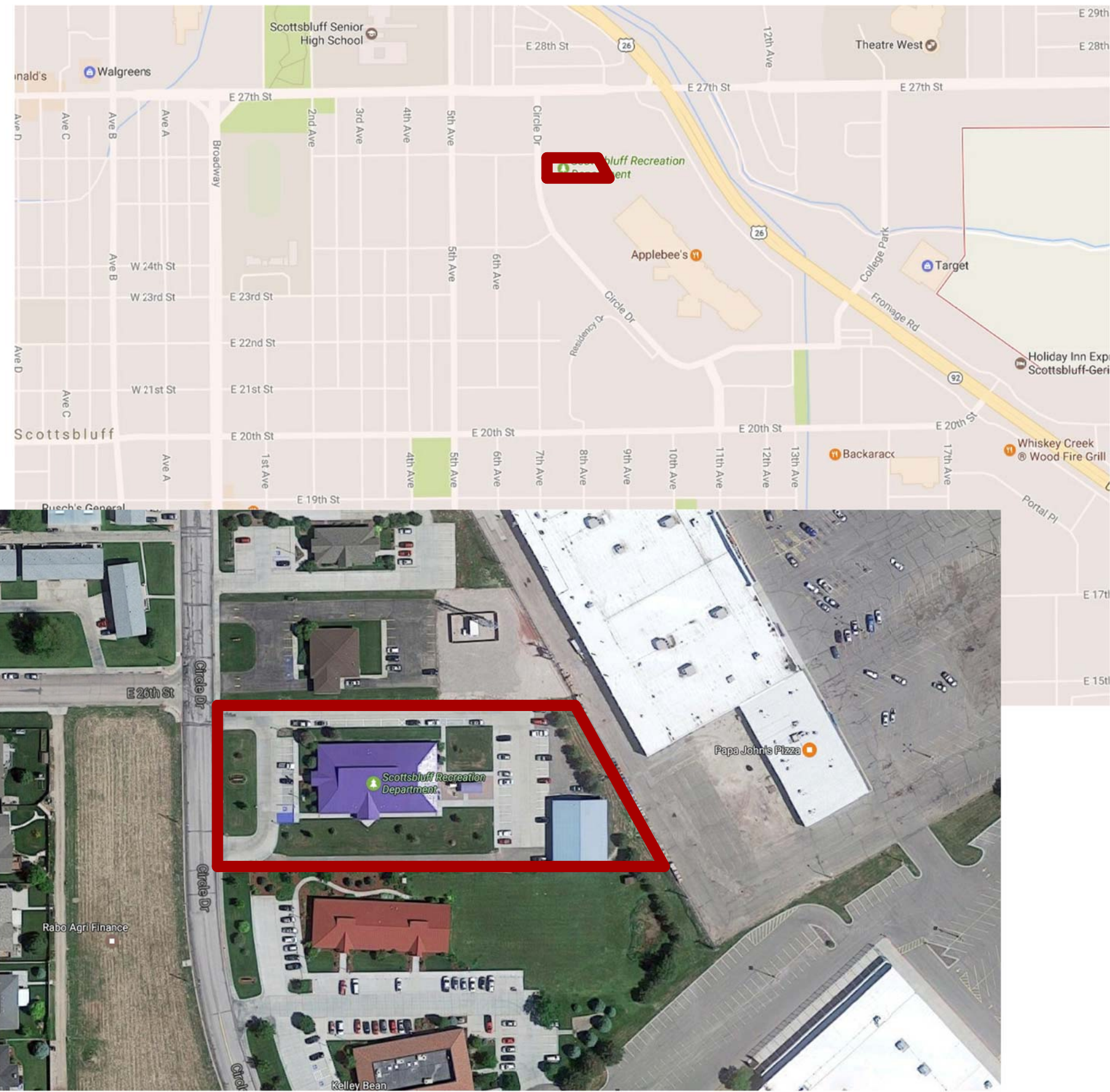
000	COVERSHEET
001	CODE SHEET
A001	ARCHITECTURAL GENERAL NOTES
A100	DEMO PLAN
A101	NEW PLANS
A121	FIRST FLOOR FINISH PLAN
A221	INTERIOR ELEVATIONS
A222	INTERIOR ELEVATIONS
A501	INTERIOR DETAILS
S100	STRUCTURAL
E100	ELECTRICAL DEMO
E101	ELECTRICAL NEW

3D VIEW



1. BASE BID- TO INCLUDE ALL DEMOLITION, CONSTRUCTION, MATERIALS, AND LABOR FOR A COMPLETE SECURE ENTRANCE AS SHOWN IN THESE DOCUMENTS, INCLUDING BUT NOT LIMITED TO REINFORCING OF VESTIBULE WALLS, INSTALLATION OF TWO SERVICE WINDOWS, REMOVAL AND INSTALLATION OF NEW STOREFRONT AND DOOR SYSTEM.
2. ALTERNATE 1 AREA: ADDITIONAL OFFICE SPACES AND NEW DOOR 112. TO INCLUDE ALL DEMOLITION, CONSTRUCTION, MATERIALS, AND LABOR FOR 3 NEW COMPLETE OFFICES AS SHOWN IN THESE PLANS, INCLUDING BUT NOT LIMITED TO NEW STUD DRYWALL ASSEMBLIES, STOREFRONTS, DOORS, ELECTRICAL OUTLETS, DATA OUTLETS, ETC.

PROJECT LOCATION



PROJECT ARCHITECT

JOSEPH R. HEWGLEY & ASSOCIATES, INC.

818 S BELTLINE HWY E. SUITE B — (308) 633 – 3363 — SCOTTSBLUFF, NEBRASKA

STRUCTURAL ENGINEER

N/A

MECHANICAL ENGINEER

N/A

ELECTRICAL ENGINEER

N/A



1 CODE REVIEW

CLASSIFICATION OF BUILDING, AS SPECIFIED IN 2009 EDITION OF IBC BUILDING CODE, ARE AS FOLLOWS:

BUILDING STATISTICS:

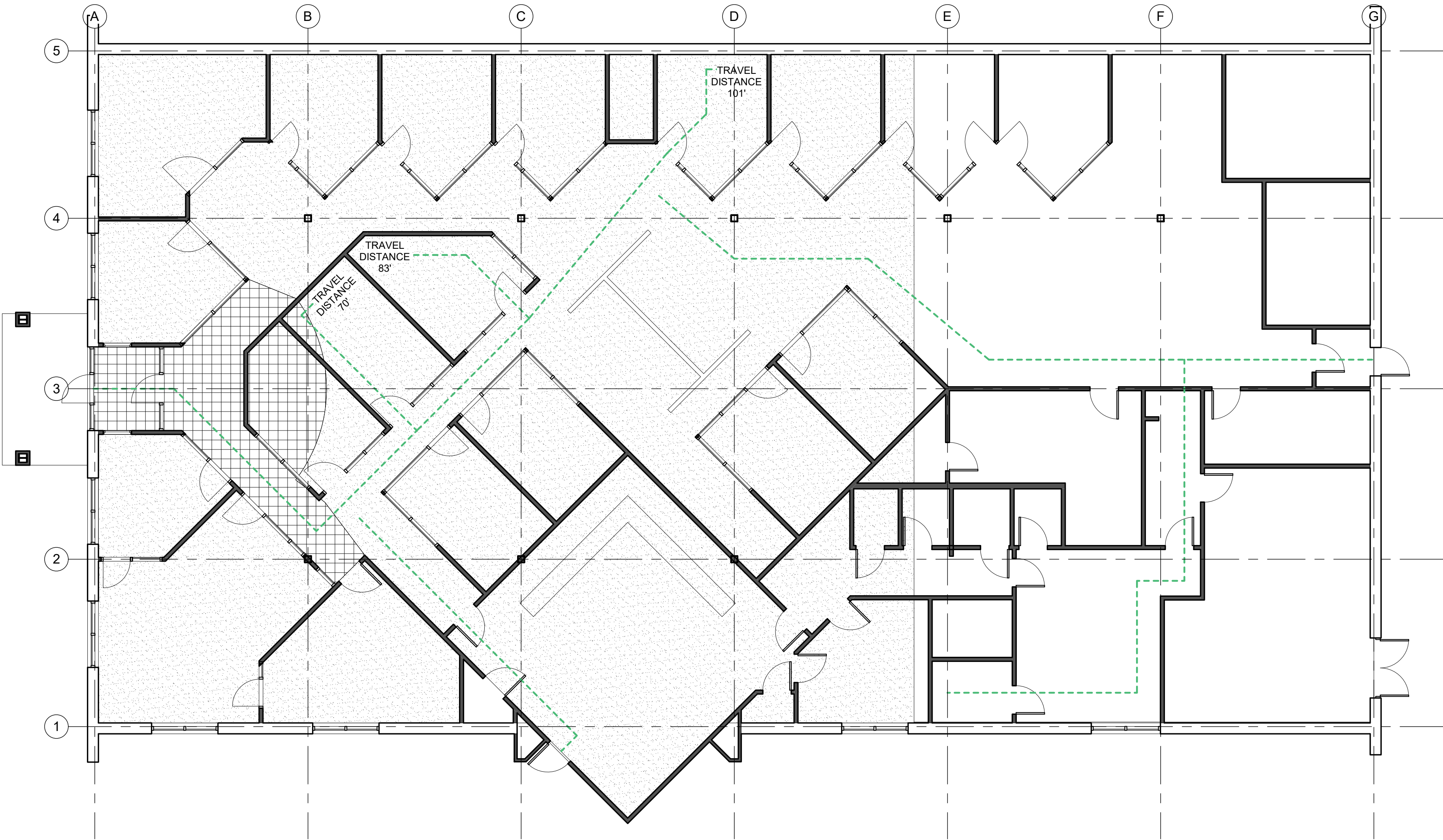
AREA: (BUILDING CODE) NO CHANGE TO SQUARE FOOTAGE
FIRST FLOOR: BUSINESSS 10,761 S.F.

NO BASEMENT OR ADDITIONAL STORIES 0 SQ. FT.

GROSS AREA: 10,761 SQ. FT.
HEIGHT: 20' - 7"

2009 INTERNATIONAL BUILDING CODE

Code Item Reference	Code Requirement	Actual Building Design
Occupancy Group Chapter 3	GROUP B + A Sec. 311.3	GROUP B + A Sec. 311.3
Construction Type Table 601	TYPE 2-B	TYPE 2-B
Allowable Floor Area Table 503	23,000 s.f.	Actual Area =10,761 s.f.
Maximum Height Table 503	3 story	1 story, 20' - 7"
Occupancy Table 1004.1.1	TOTAL SQ. FT. / 100 GROSS PER PERSON. TOTAL SQ. FT. / 7 NET PER PERSON.	101 PEOPLE 98 PEOPLE TOTAL: 199 PEOPLE
Exits Table 1005.1	2 exits min., 199 persons x .2 = 39.8" min.	3 exits 108" of Exit provided
Travel Distance Table 1016.1	150' - 0" base on NFPA requirements	101' - 0" Maximum.
Corridors Table 1017.1	Exit corridors - 1 hour rated if non-sprinklered	Exit corridors - N/A



2 CODE PLAN
1/8" = 1'-0"

FIRE PROTECTION NOTES:

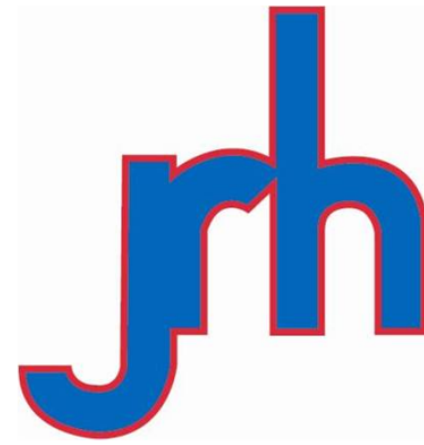
- FP-1 FOR LOCATIONS OF FIRE RATED PARTITIONS, SEE THIS SHEET. FIRE RATED PARTITIONS SHALL EXTEND TO THE STRUCTURE ABOVE, AND SHALL BE FIRESEALED TOP AND BOTTOM OF PARTITION
- FP-2
- FP-3 ALL WOOD IN RATED AREAS USED FOR BLOCKING, NAILERS, OR FRAMING SHALL BE FIRE RETARDANT TREATED.
- FP-4 FOR EXIT LIGHT AND EMERGENCY LIGHTING, SEE ELECTRICAL.
- FP-5 FOR FIRE DETECTION SYSTEMS, SEE ELECTRICAL.
- FP-6 FOR FIRE ALARM SYSTEMS, SEE ELECTRICAL.
- FP-7 WHERE FIRE EXTINGUISHER CABINETS OR OTHER EQUIPMENT IS RECESSED IN FIRE RATED PARTITIONS, MODIFY THE PARTITION AS REQUIRED TO PROVIDE A CONTINUOUS ENCLOSURE TO ENSURE UNINTERRUPTED FIRE RATING.
- FP-8 AT FIRE RATED DOOR LOCATIONS, FRAMES AND DOORS SHALL BE LABELED FOR THE INTENDED USE OR EQUIVALENT.
- FP-9 WHERE LABELED DOORS ARE SCHEDULED, PROVIDE LABELS ON DOORS AND GLASSES. DO NOT EXCEED 100 LBS. MAXIMUM TRAVEL DISTANCE TO EXIT ACCESS FOR A BUILDING WITHOUT A SPRINKLER SYSTEM FOR AN ASSEMBLY OCCUPANCY IS NOT TO EXCEED 150', ACCORDING TO THE NFPA.
- FP-10

FIRE PROTECTION SYSTEM:

NONE

FIRE/ CODE PLAN LEGEND

SYMBOL	DESCRIPTION
---12---	PARTIAL NUMBER OF OCCUPANTS
●	PATH OF EGRESS
---	FIRE RATED PARTITION LINE
---	FIRE RATED DOOR IN A RATED PARTITION
---	OCCUPANCY AREA SEPARATION LINE
12 OCC / 2.4"	OCCUPANCY AND REQ'D. DOOR WIDTH
36"	ACTUAL DOOR WIDTH USED



Joseph R. Hewgley & Associates, Inc.
702 South Bailey • North Platte, Ne. 69101
Phone: 308/534-4983 • Fax: 308/534-4944

PRELIMINARY
DRAWINGS

CITY HALL SECURE
ENTRANCE & OFFICES
for
CITY OF SCOTTSBLUFF

PROJECT #: R-1316

DATE: 3/30/17

DRAWN: MJH

REVISIONS

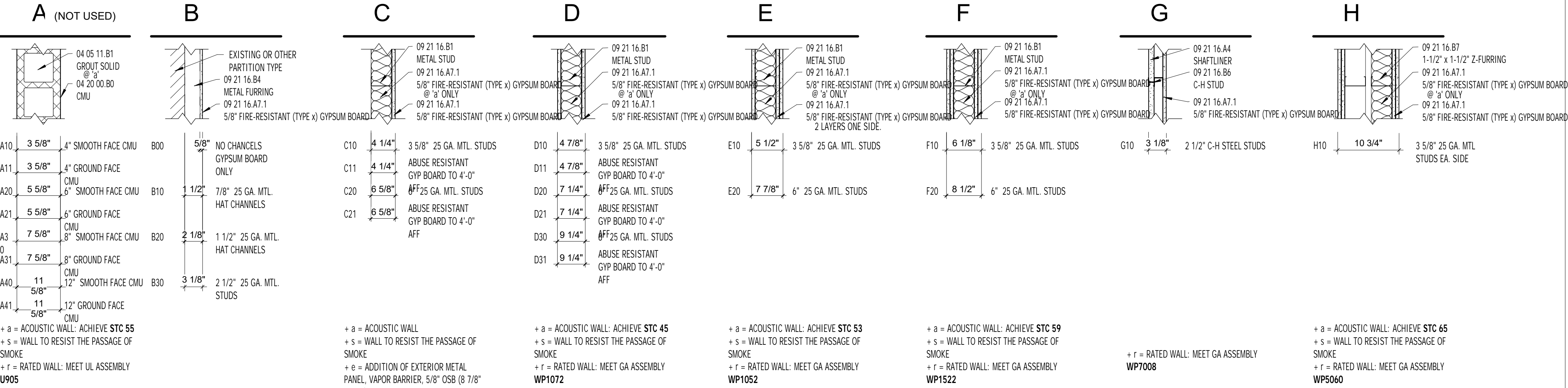
DATE	DESCRIPTION

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JOSEPH R. HEWGLEY &
ASSOCIATES, Inc.



SHEET
001

PARTITION TYPES



LUMBER AND FRAMING NOTES:

- PROVIDE MATERIALS IN THE QUANTITIES NEEDED FOR THE WORK SHOWN ON THE DRAWINGS, AND MEETING OR EXCEEDING THE FOLLOWING STANDARDS OF QUALITY:
- SILL AND PLATES, AND ALL OTHER LIGHT FRAMING: SPRUCE-PINE-FIR OR HEM-FIR, CONSTRUCTION GRADE OR BETTER.
- SILL, PLATES AND WOOD BLOCKING IN CONTACT WITH CONCRETE, MASONRY, ROOF INSULATION, ROOF CURBS AND ROOF PARAPETS WALLS. PRESSURE-TREATED SOUTHERN PINE, CONSTRUCTION GRADE OR BETTER, OR CALIFORNIA REDWOOD, CONSTRUCTION HEART, MIXED, OR BETTER.
- SILL SEALER UNDER WOOD SILL PLATES ON CONCRETE AND/OR MASONRY: ONE INCH THICK OWENS-CORNING FIBERGLASS SILL SEALER OR MANVILLE SILL SEALER.
- STUDS: SPRUCE-PINE-FIR OR HEM-FIR, STUD GRADE.
- SOUND BOARD: 1/2" THICK FIBER BOARD RATED AS A SOUND BOARD, IN 4' WIDTHS.
- HEADERS AND BEAMS: HEM-FIR #2 OR BETTER, UNLESS SPECIFIED OTHERWISE ON THE DRAWINGS.
- LAMINATED WOOD BEAMS (NOTED AS "LVL" ON DRAWINGS) GANG-LAM LVL AS MANUFACTURED BY LOUISIANA-PACIFIC, OR EQUAL.
- PLYWOOD FLOOR UNDERLAYMENT: APA 160C RATED STURD-FLOOR, EXPOSURE 1 (EXTERIOR GLUE), 23/32" MIN. THICKNESS, TONGUE AND GROOVE.
- ROOF AND WALL SHEATHING: APA 32/16 RATED SHEATHING, EXPOSURE 1 (EXTERIOR GLUE), 5/8" MINIMUM THICKNESS, 4 PLY PLYWOOD (NO WATERBOARD OR PARTIALBOARD ALLOWED).
- INSULATING WALL SHEATHING (APPLY OVER WALL SHEATHING): 1/2" EXTRUDED POLYSTYRENE R-2.5 (DOW "BLUEBOARD" OR FOAMULA 250 SE).
- JOIST HANGERS, WOOD CONNECTORS, ETC. SIMPSON CO., OR TECO, OR SILVER METAL PRODUCTS. PROVIDE IN SIZES AND TYPES REQUIRED.
- STEEL HARDWARE: ASTM A 7 OR A 36 (USE GALVANIZED AT EXTERIOR LOCATIONS).
- MACHINE BOLTS: ASTM A 307.
- LAG BOLTS: FED. SPEC. FF-B-561.
- NAILS: COMMON, EXCEPT AS NOTED OR REQUIRED FED. SPEC. FF-N-1-1 (USE GALVANIZED AT EXTERIOR LOCATIONS).
- WOOD PRESERVATIVE: WOLMANIZED PROCESS BY KOPPERS CO., INC.
- ROOF VENTS: PROVIDE IN SIZES REQUIRED TO PROVIDE A FREE VENTILATING AREA OF 1/150 OF THE HORIZONTAL CEILING AREA. PROVIDE GALVANIZED METAL ROOF VENTS WITH A MESH INSECT SCREEN, LAMONCO #750.

GENERAL PROJECT NOTES:

- CONTRACTOR SHALL COMPLY WITH NATIONAL, STATE, & LOCAL CODES & NATIONAL, STATE & LOCAL AREA CODES.
- GENERAL CONTRACTOR SHALL VERIFY ALL DIMENSIONS AND CONDITIONS AT JOB SITE, AND NOTIFY THE ARCHITECT OF ANY DISCREPANCIES.
- ALL CONTRACTORS SHALL WORK FROM THE ENTIRE SET OF DRAWINGS.
- IT IS THE RESPONSIBILITY THE GENERAL CONTRACTOR TO SUPPLY ANY SUBCONTRACTORS, SUPPLIERS, ETC. OF ALL REVISIONS OR CHANGES THROUGHOUT THE DURATION OF THE PROJECT.
- SCHEDULING OF WORK SHALL BE AS OUTLINE IN SUPPLEMENTARY CONDITIONS
- ALL LAWS, ORDINANCES, REGULATIONS, ORDERS, MANUALS, MANUFACTURES SPECIFICATIONS, OR PUBLICATIONS, WHERE OR NOT SPECIFICALLY MADE A PART OF OR INCORPORATED BY REFERENCE IN THE CONTRACT DOCUMENTS SHALL BE THE LATEST EDITION UNLESS SPECIFICALLY NOTED OTHERWISE.
- ALL REFERENCE TO MANUFACTURES DIRECTIONS, SPECIFICATION OR RECOMMENDATION SHALL REFER TO THEIR REFERENCED MANUFACTURES CURRENT PUBLISHED MANUALS OR PUBLICATIONS. THESE PUBLICATIONS ARE HEREBY MADE A PART OF AND INCORPORATED BY THIS REFERENCES IN THE PROJECT SPECIFICATIONS.
- MANUFACTURER'S DIRECTIONS- MANUFACTURED ARTICLES, MATERIALS, AND EQUIPMENT SHALL BE APPLIED, INSTALLED, CONNECTED, ERRECTED, USED, CLEANED, AND CONDITIONED AS PER THE MANUFACTURE'S PRINTED DIRECTIONS.
- EXCEPT AS OTHERWISE APPROVED BY THE ARCHITECT, DETERMINE AND COMPLY WITH MANUFACTURERS' RECOMMENDATIONS ON PRODUCT HANDLING, STORAGE, AND PROTECTION.
- COORDINATION - ALL SUBCONTRACTORS SHALL COORDINATE THEIR WORK WITH ALL ADJACENT WORK AND WITH OTHER TRADES SO AS TO FACILITATE THE GENERAL PROGRESS OF THE WORK. EACH TRADE SHALL AFFORD ALL OTHER TRADES EVERY REASONABLE OPPORTUNITY FOR THE INSTALLATION OF THEIR WORK AND FOR THE STORAGE OF THEIR MATERIALS.
- IT SHALL BE CLEARLY UNDERSTOOD THAT ALL WALLS, FLOORS, OR OTHER PORTIONS OF THE BUILDING SHALL BE "FINISHED SURFACES" I.E. PAINTED, CARPETED, ETC., UNLESS SPECIFICALLY NOTED OTHERWISE. ALL PATCHING OR REPLACEMENT OF WALLS, FLOORS, ETC. OR OTHER PORTION OF THE BUILDING SHALL BE FIGURES AS "FINISHED SURFACES" I.E. PAINTED, CARPETED, ETC., TO MATCH THE ADJACENT FINISH UNLESS SPECIFICALLY NOTED OTHERWISE.
- PROTECT FINISHED SURFACES, INCLUDING JAMBS, AND SOFFITS OF OPENING USED AS PASSAGEWAYS, THROUGH WHICH EQUIPMENT AN MATERIALS ARE HANDLED.
- PROVIDE PROTECTION FOR FINISHED FLOOR SURFACES IN TRAFFIC AREAS PRIOR TO ALLOWING EQUIPMENT OR MATERS TO BE MOVED OVER SUCH SURFACES.
- MAINTAIN FINISHED SURFACES CLEAN, UNMARRED, AND SUITABLY PROTECTED UNTIL ACCEPTED BY THE OWNER.
- PROVIDE CONCRETE SPLASH BLOCKS AT ALL DOWNSPOUTS.
- ALL DIMENSIONS ARE TO THE CENTER OF STUD WALLS, THE EXTERIOR OF MASONRY WALLS, THE CENTER OF DOORS, AND EDGES OF WINDOWS UNLESS NOTED OTHERWISE.

GENERAL DEMOLITION NOTES:

- THE ARCHITECT AND SUB-CONSULTANTS HAVE MADE EFFORTS TO CONFIRM AND VERIFY BUILDING CONDITIONS WHICH WILL AFFECT THE QUALITY, NATURE, AND PERFORMANCE OF THE WORK. THE EXISTING INFORMATION ON THE DRAWINGS IS AS EXACT AS COULD BE SECURED WITH THE MATERIALS THE ARCHITECT AND CONSULTANTS WERE GIVEN.
- THE DRAWINGS, SCHEDULES, AND SPECIFICATIONS ARE INTENDED TO ASSIST THE CONTRACTOR IN UNDERSTANDING WHAT IS TO BE THE END RESULT OF THE PROJECT.
- THE CONTRACTOR SHALL VERIFY EXISTING CONDITION PRIOR TO COMMENCEMENT OF WORK. THE CONTRACTOR SHALL NOTIFY THE OWNER PRIOR TO REMOVAL OF MATERIAL OR EQUIPMENT NOT INDICATED ON THE DRAWING TO BE REMOVED.
- EXACT LOCATIONS, LEVELS, MEASUREMENTS, DISTANCES, ETC. WILL BE GOVERNED BY CONDITIONS AT THE JOB SITE. CONTRACTORS SHALL FIELD VERIFY ALL EXISTING CONDITIONS WHICH AFFECT WORK TO BE PERFORMED AS A PART OF THE PROJECT. UNUSUAL CONDITIONS OR DISCREPANCIES ENCOUNTERED DURING DEMOLITION SHALL BE REPORTED IMMEDIATELY TO THE ARCHITECT. IT IS THE RESPONSIBILITY OF THE CONTRACTOR TO BRING TO THE ATTENTION OF THE ARCHITECT ANY CONDITIONS WHICH WILL NOT PERMIT CONSTRUCTION ACCORDING TO THE INTENTIONS OF THESE DOCUMENTS.
- IT IS THE RESPONSIBILITY OF THE ARCHITECT TO PROVIDE DETAILS AND OR DIRECTIONS REGARDING DESIGN INTENT WHERE IT IS ALTERED BY EXISTING CONDITIONS.
- HALFTONE NOTES OR LINE WORK ON PLAN INDICATE MATTER OR EQUIPMENT THAT IS EXISTING. DASHED LINE WORK ON PLANS INDICATE MATTER OR EQUIPMENT THAT IS TO BE REMOVED.
- EXISTING SURFACE DISTURBED BY NEW CONSTRUCTION SHALL BE PATCHED AND FINISHED TO MATCH ADJACENT SURFACES.
- REMOVAL WORK AT EXTERIOR OF BUILDING SHALL BE DONE IN SUCH A MANNER AS TO PREVENT MATERIALS FROM DAMAGING ADJACENT STRUCTURES.
- THE CONTRACTOR SHALL BE RESPONSIBLE FOR PROTECTION OF EXISTING STRUCTURES SURROUNDING THE CONTRACT AREA. DAMAGE TO EXISTING STRUCTURE OR EQUIPMENT SHALL BE REPAIRED OR REPLACED AT NO ADDITIONAL COST TO THE OWNER.
- PATCH, PREPARE, AND CLEAN EXISTING CONCRETE FLOORS AS REQUIRED TO RECEIVE NEW FLOORING MATERIALS OR FINISHES.
- PORTIONS OF CONCRETE THAT ARE TO BE REMOVED SHALL HAVE SAW CUT EDGES THAT ARE RELATIVELY SMOOTH.
- FOR ADDITIONAL DEMOLITION, SEE STRUCTURAL, MECHANICAL, AND ELECTRICAL DRAWINGS.
- LOOSE FURNITURE (I.E. DESKS, CHAIRS, CABINETS) ARE TO BE REMOVED BY OWNER AS REQUIRED.
- THE OWNER HAS FIRST RIGHT OF REFUSAL FOR ALL MATERIALS REMOVED. IF THE OWNER DOES NOT WANT THE ITEM THEN THE CONTRACTOR IS RESPONSIBLE FOR RECYCLING THE PRODUCT IF POSSIBLE OR PROPERLY DISPOSING OF IT.
- ALL PATCHING AND/OR REPLACEMENT OF ANY PORTION OF THE BUILDING OR SITE SHALL, BE THE ULTIMATE RESPONSIBILITY OF THE GENERAL CONTRACTOR.

GENERAL CONSTRUCTION NOTES:

- THE CONTRACTOR SHALL COMPLY WITH ALL APPLICABLE OSHA REGULATIONS.

PARTITION NOTES:

- INTERIOR WALL TYPES ARE NOTED ON THE FLOOR PLANS WITH THE FOLLOWING SYMBOL:

a = ACOUSTIC CONDITION. PARTITION TO MEET ACOUSTIC RATING AND ACOUSTIC STANDARDS

AS DEFINED BY THE SPECIFICATIONS AND ACOUSTIC NOTES AND DETAILS ON THIS SHEET.

INCORPORATE FIRE RATING NOTES AND DETAILS ON THIS SHEET.

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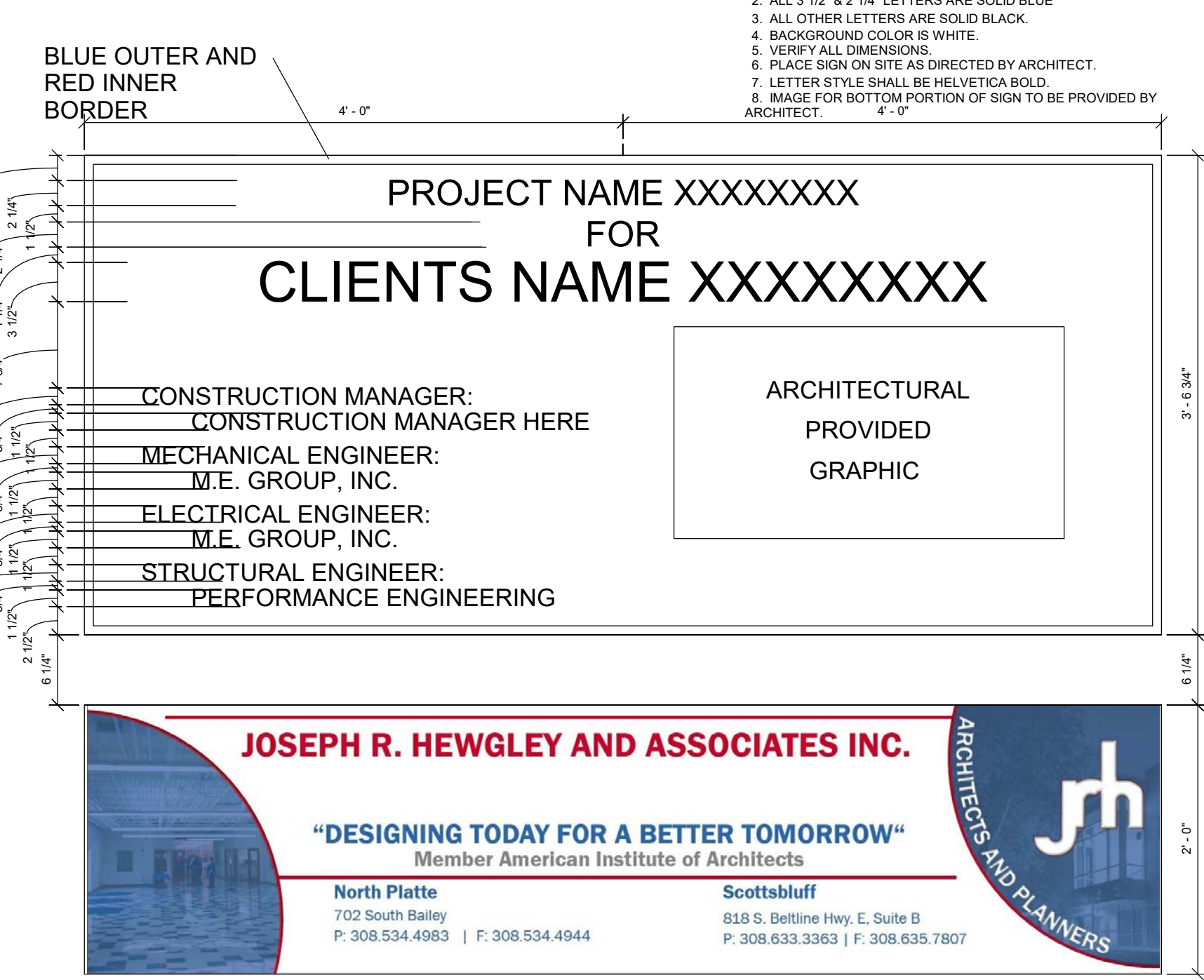
INCORPORATE FIRE RATING NOTES AND DETAILS ON THIS SHEET.

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INCORPORATE FIRE RATING NOTES AND DETAILS ON THIS SHEET.

INCORPORATE FIRE RATING NOTES AND DETAILS ON THIS SHEET.

PROJECT SIGN DETAIL NOTES:



702 South Bailey • North Platte, Ne. 69101
Phone: 308/534-4983 • Fax: 308/534-4944

PRELIMINARY DRAWINGS

CITY HALL SECURE ENTRANCE & OFFICES for CITY OF SCOTTSBLUFF

PROJECT #: R-1316

DATE: 3/30/17

DRAWN: MJH

REVISIONS

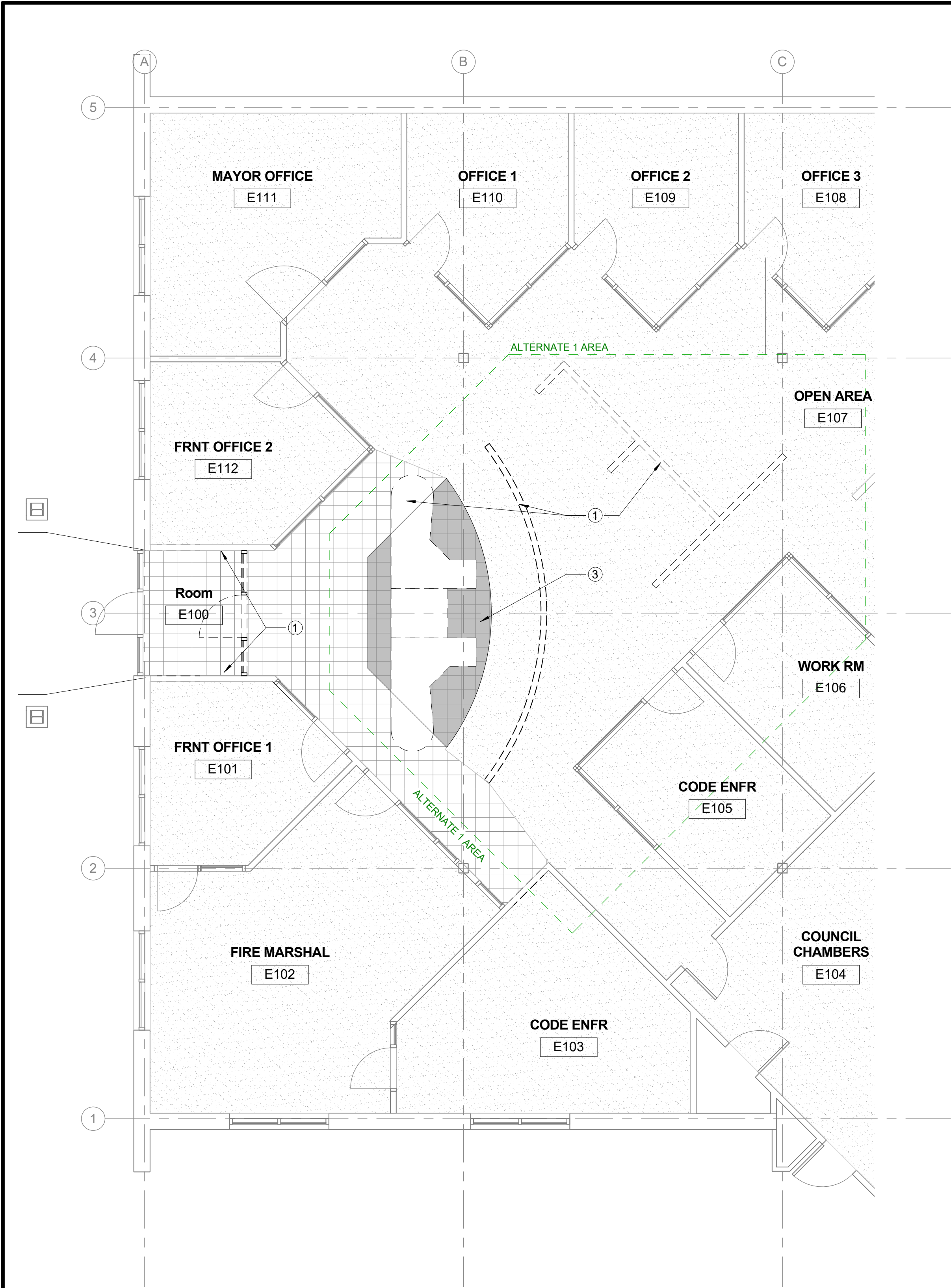
DATE	DESCRIPTION

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ASSOCIATES, Inc.

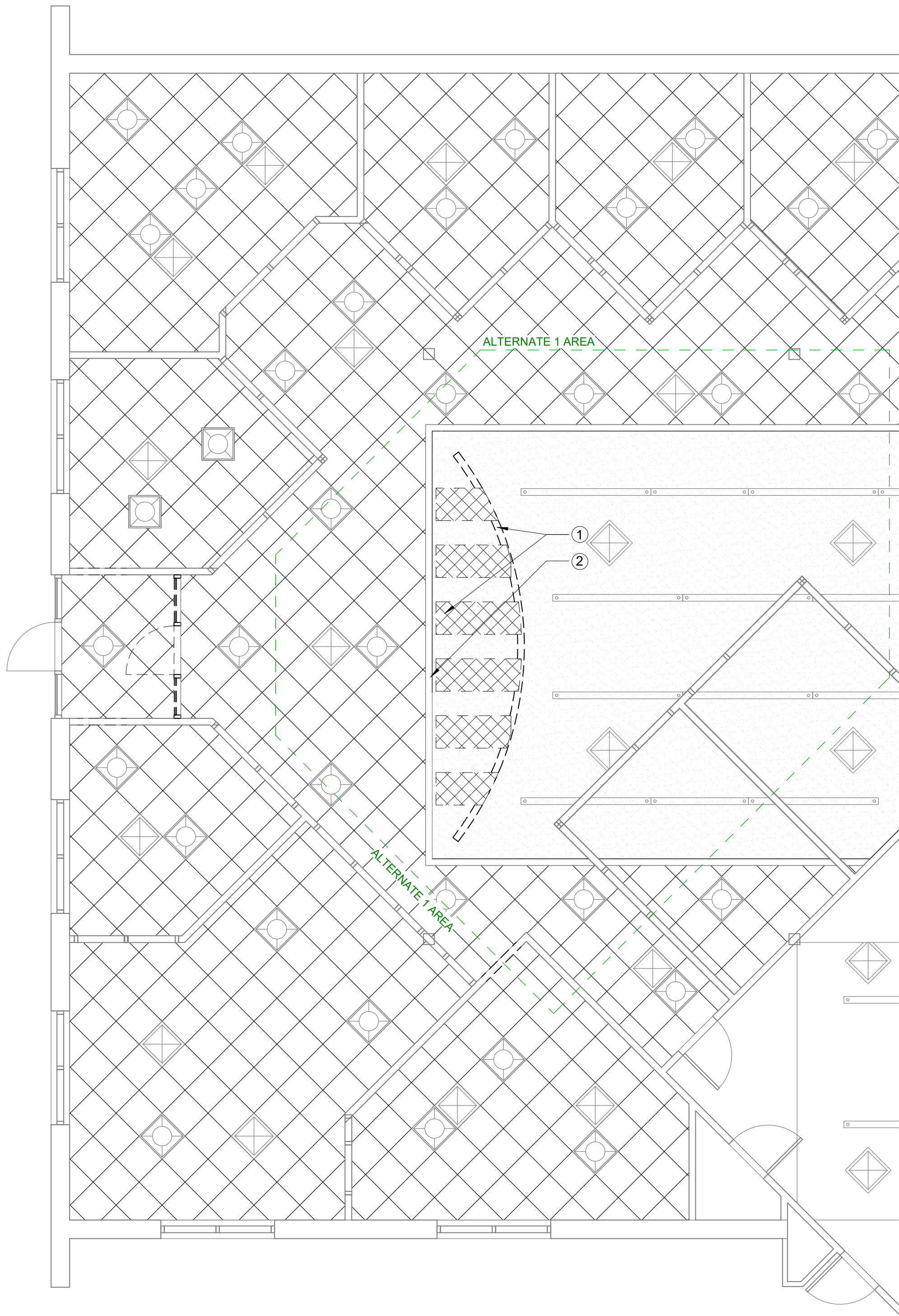


MEMBER
AMERICAN
INSTITUTE
OF ARCHITECTS

SHEET
A001



1 Existing Plan
3/16" = 1'-0"



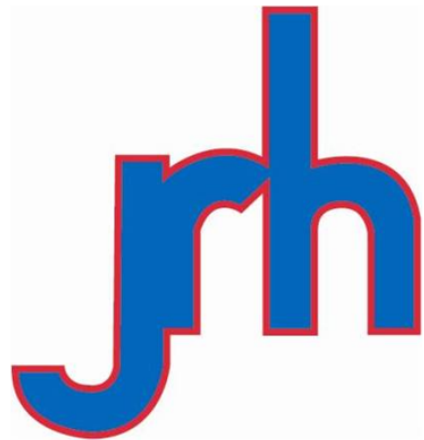
2 LEVEL 1 Existing Plan
3/16" = 1'-0"

GENERAL NOTES

1. RE: CODE PLAN FOR ANALYSIS AND FIRE RATINGS.
2. DO NOT SCALE DRAWINGS. FIELD VERIFY ALL DIMENSIONS. NOTIFY ARCHITECT IMMEDIATELY IF DISCREPNICIES ARE DISCOVERED.
3. INTERIOR DIMENSIONS ARE FROM CENTER OF STUD, FACE OF MASONRY, OR FACE OF CONCRETE. WHERE DIMENSIONS ARE NOTED CLEAR DIMENSIONS ARE TO FINISH FACES.
4. REFER TO SHEET A002 FOR WALL TYPES. REFER TO REFLECTED CEILING PLANS FOR CIELING HEIGHTS. WALL ARE TO TERMINATE AT STRUCTURAL DECK UNLESS NOTED OTHERWISE.
5. PROVIDE BLOCKING AT ALL ACCESORIES; INCLUDING BUT NOT LIMITED TO GRAB BARS, HARDWARE AND WALL HUNG CABINETS.
6. ROOM NUMBERS SHOWN ON TEHDRAWINGS ARE FOR CONSTRUCTION REFERENCE ONLY. "FINAL" ROOM NUMBERS FOR SIGNAGE, ALARM SCHEDULES, PANEL SCHEDULES, ETC. BE ISSUED AT A LATER DATE AND SHALL BE APPROVED BY THE OWNER.
7. IT IS THE RESPONSIBILITY OF ALL SUBCONTRACTORS TO REVIEW ALL OF THE DRAWINGS INCLUDING ARCHITECTURAL, FOR WORK UNDER THEIR RESPECTIVE CONTRACTS. ROOF PLANS AND RCP'S DESCRIBE MECHANICAL AND ELECTRICAL WORK DIAGRAMATICALLY AS DO TO THE ARCHITECTURAL DRAWINGS. NO EXTRAS WILL BE ALLOWED FOR WORK SHOWN IN ANY PART OF THESE DRAWINGS, OR DESCRIBED IN ANY PART OF THE PROJECT MANUAL.

SHEET NOTES

1. REMOVE EXISTING WALL STRUCTURES, BULLETIN BOARDS, FURNITURE, AND ACOUSTICAL PANELS. FIRST RIGHT OF REFUSAL SHALL GO TO THE OWNER. IF OWNER REFUSES ITEMS THE ITEMS BECOME THE RESPONSIBILITY OF THE CONTRACTOR TO PROPERLY DISPOSE OF SAID ITEMS.
2. REMOVE SUPPORTS FOR ACOUSTIC PANELS. FILL HOLES, AND REPAINT TO MATCH SURROUNDING FINISH.
3. REMOVE EXISTING TILES AND PREPARE GROUND FOR NEW CARPET.



Joseph R. Hewgley & Associates, Inc.
702 South Bailey • North Platte, Ne. 69101
Phone: 308/534-4983 • Fax: 308/534-4944

PRELIMINARY
DRAWINGS

CITY HALL SECURE
ENTRANCE & OFFICES
for
CITY OF SCOTTSBLUFF

PROJECT #: R-1316

DATE: 3/30/17

DRAWN: MJH

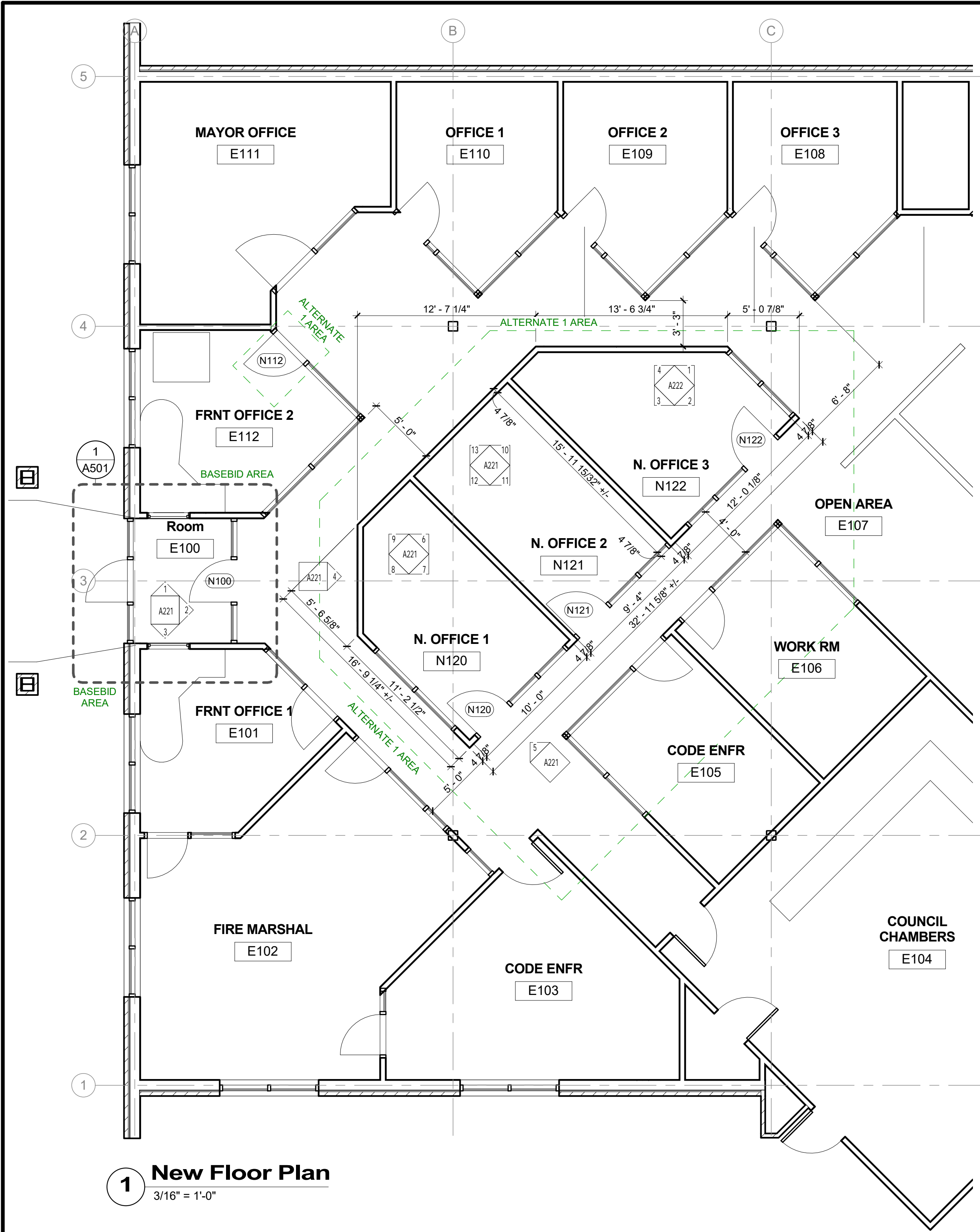
REVISIONS

DATE	DESCRIPTION

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SHEET
A100



1 New Floor Plan
3/16" = 1'-0"



2 New Ceiling Plan
3/16" = 1'-0"

- CEILING LEGEND
- ACOUSTICAL CEILING 2 X 4 GRID
 - ACOUSTICAL CEILING 2 X 2 GRID
 - VINYL FACED ACOUSTICAL CEILING
 - GYP BD CEILING
 - METAL SOFFIT PANEL
 - 2x4 TROFFER FIXTURE
 - LINEAR PENDANT FIXTURE
 - WALL MOUNTED LINEAR FIXTURE
 - RECESSED FIXTURE
 - SA DIFFUSER
 - RA DIFFUSER
 - OCCUPANCY SENSOR

GENERAL NOTES

- RE: CODE PLAN FOR ANALYSIS AND FIRE RATINGS.
- DO NOT SCALE DRAWINGS. FIELD VERIFY ALL DIMENSIONS. NOTIFY ARCHITECT IMMEDIATELY IF DISCREPNICIES ARE DISCOVERED.
- INTERIOR DIMENSIONS ARE FROM CENTER OF STUD, FACE OF MASONRY, OR FACE OF CONCRETE. WHERE DIMENSIONS ARE NOTED CLEAR DIMENSIONS ARE TO FINISH FACES.
- REFER TO SHEET A002 FOR WALL TYPES. REFER TO REFLECTED CEILING PLANS FOR CIELING HEIGHTS. WALL ARE TO TERMINATE AT STRUCTURAL DECK UNLESS NOTED OTHERWISE.
- PROVIDE BLOCKING AT ALL ACCESORIES; INCLUDING BUT NOT LIMITED TO GRAB BARS, HARDWARE AND WALL HUNG CABINETS.
- ROOM NUMBERS SHOWN ON TEHDRAWINGS ARE FOR CONSTRUCTION REFERENCE ONLY. "FINAL" ROOM NUMBERS FOR SIGNAGE, ALARM SCHEDULES, PANEL SCHEDULES, ETC. BE ISSUED AT A LATER DATE AND SHALL BE APPROVED BY THE OWNER.
- IT IS THE RESPONSIBILITY OF ALL SUBCONTRACTORS TO REVIEW ALL OF THE DRAWINGS INCLUDING ARCHITECTURAL, FOR WORK UNDER THEIR RESPECTIVE CONTRACTS. ROOF PLANS AND RCP'S DESCRIBE MEACHANICAL AND ELCTRICAL WORK DIAGRAMATICALLY AS DO TO THE ARCHITECTURAL DRAWINGS. NO EXTRAS WILL BE ALLOWED FOR WORK SHOWN IN ANY PART OF THESE DARWINGS, OR DESCRIBED IN ANY PART OF THE PROJECT MANUAL.



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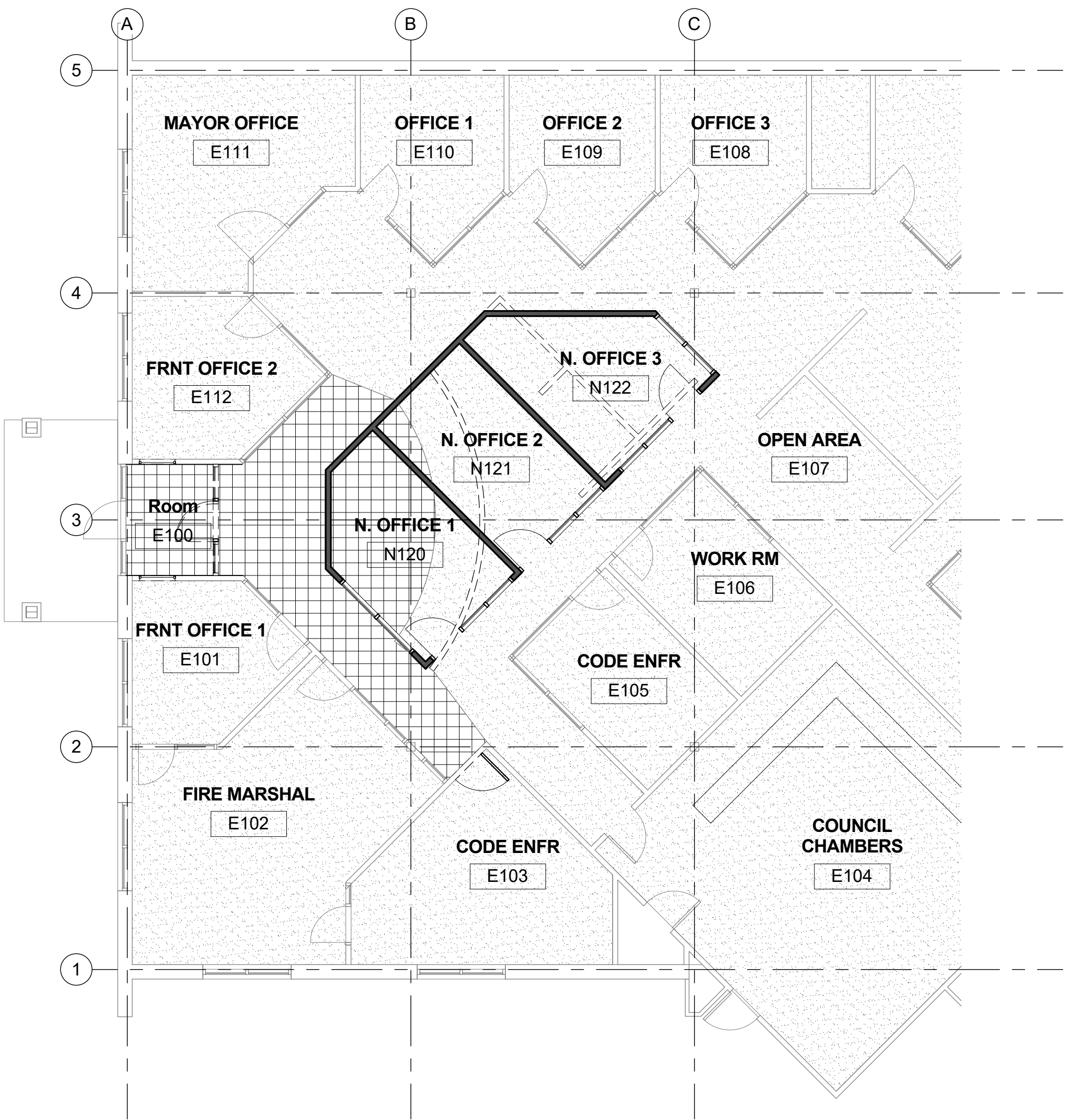
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SHEET
A101



2 FINISH FLOOR PLAN
1/8" = 1'-0"

- ABBREVIATIONS:**
- BC BASE COVE
 - CG CORNER GUARD
 - CP CARPET
 - CPT CARPET TILE
 - CS CLEAR SEALANT
 - CT CERAMIC TILE
 - EPT EPOXY PAINT
 - FAF FLUID APPLIED FLOORING
 - FM FLOOR MAT
 - GM GALVANIZED METAL
 - GYP BD GYPSUM BOARD
 - ICC INTEGRALLY COLORED CONCRETE
 - PT PAINT
 - PLAM PLASTIC LAMINATE
 - RES RESILIENT FLOORING
 - RB RUBBER BASE
 - RF RUBBER FLOOR
 - RT RUBBER TREAD
 - SLDC SEALED CONCRETE
 - SS STAINLESS STEEL
 - VWC VINYL WALL COVERING
 - WD WOOD

- GENRAL NOTES:**
1. PAINT ALL EXPOSED STRUCTURE AND JOISTS UNLESS NOTED OTHERWISE.
 2. USE MOISTURE RESISTANT GYPSUM BOARD IN LEU OF STANDARD GYPSUM BOARD IN ALL WET AREAS.
 3. CORNER GUARDS TO BE PROVIDED AT ALL OUTSIDE CORNERS.

- FLOOR FINISH LEGEND:**
- [Cross-hatch pattern] RESILIENT FLOOR
 - [Dotted pattern] CARPET 1
 - [Horizontal lines pattern] CARPET 2 (ACCENT)
 - [Diagonal lines pattern] WALKOFF MAT
 - [Stippled pattern] FLUID APPLIED FLOORING
 - [Downward arrow pattern] RUBBER FLOORING
 - [Solid light gray] SEALED CONCRETE
 - [Solid dark gray] INTEGRALLY COLORED CONCRETE

KEYNOTE LEGEND	
Key Value	Keynote Text



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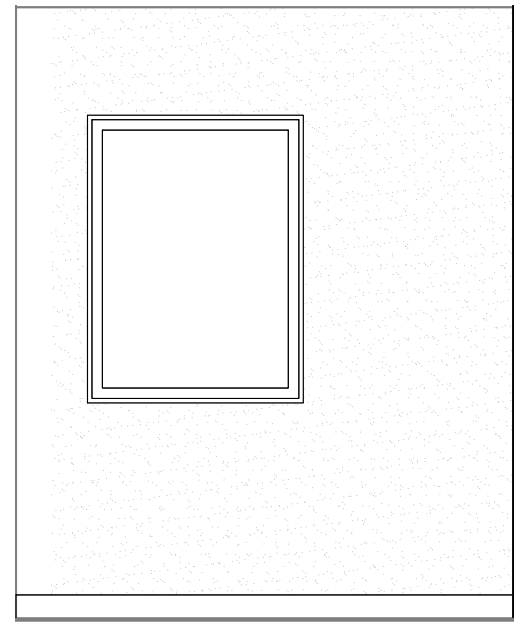
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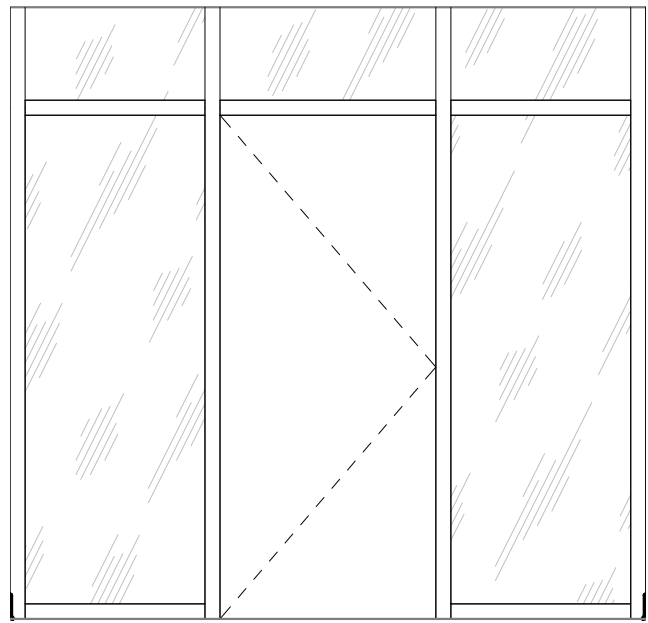
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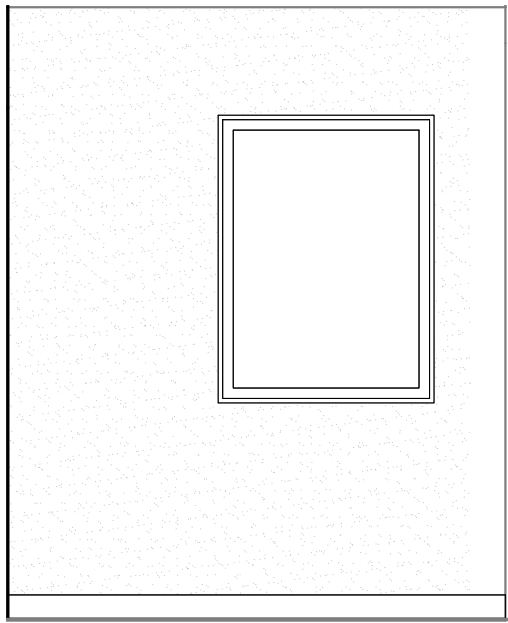
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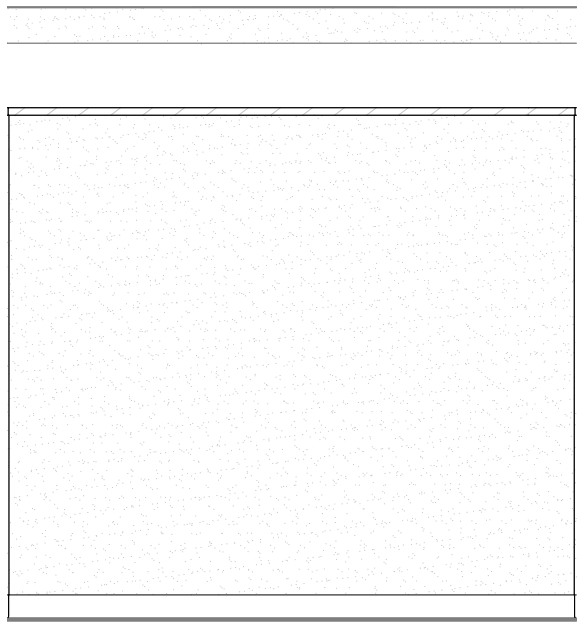
1 VEST. N
3/8" = 1'-0"



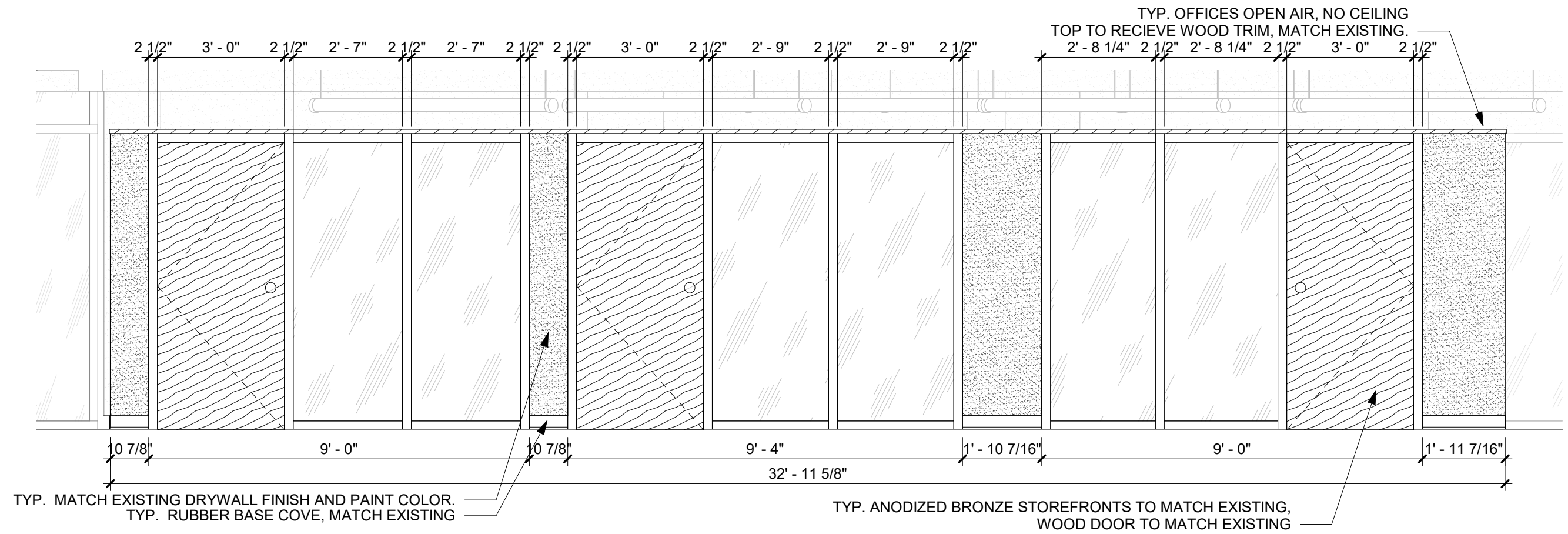
2 VEST. E
3/8" = 1'-0"



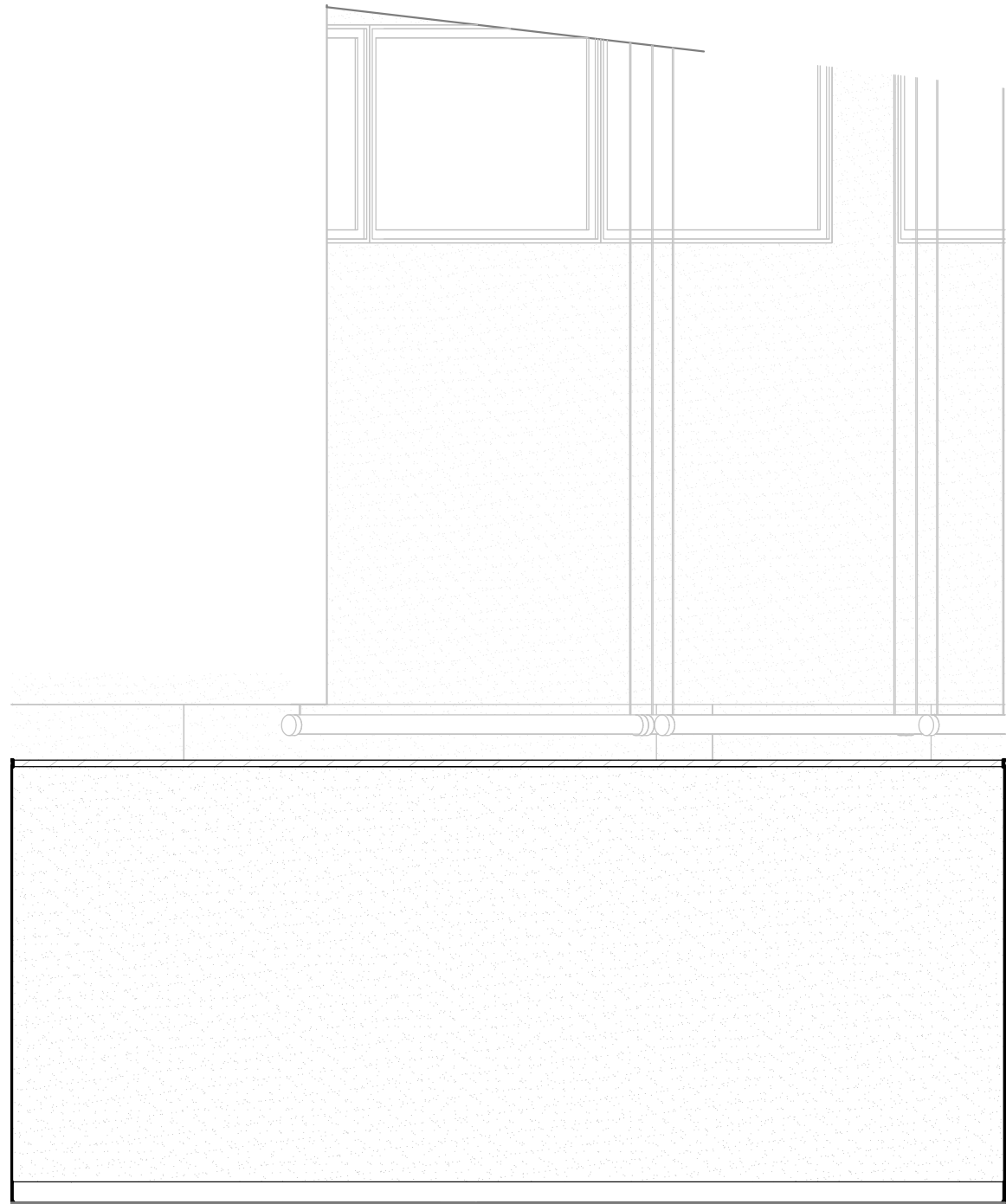
3 VEST. S
3/8" = 1'-0"



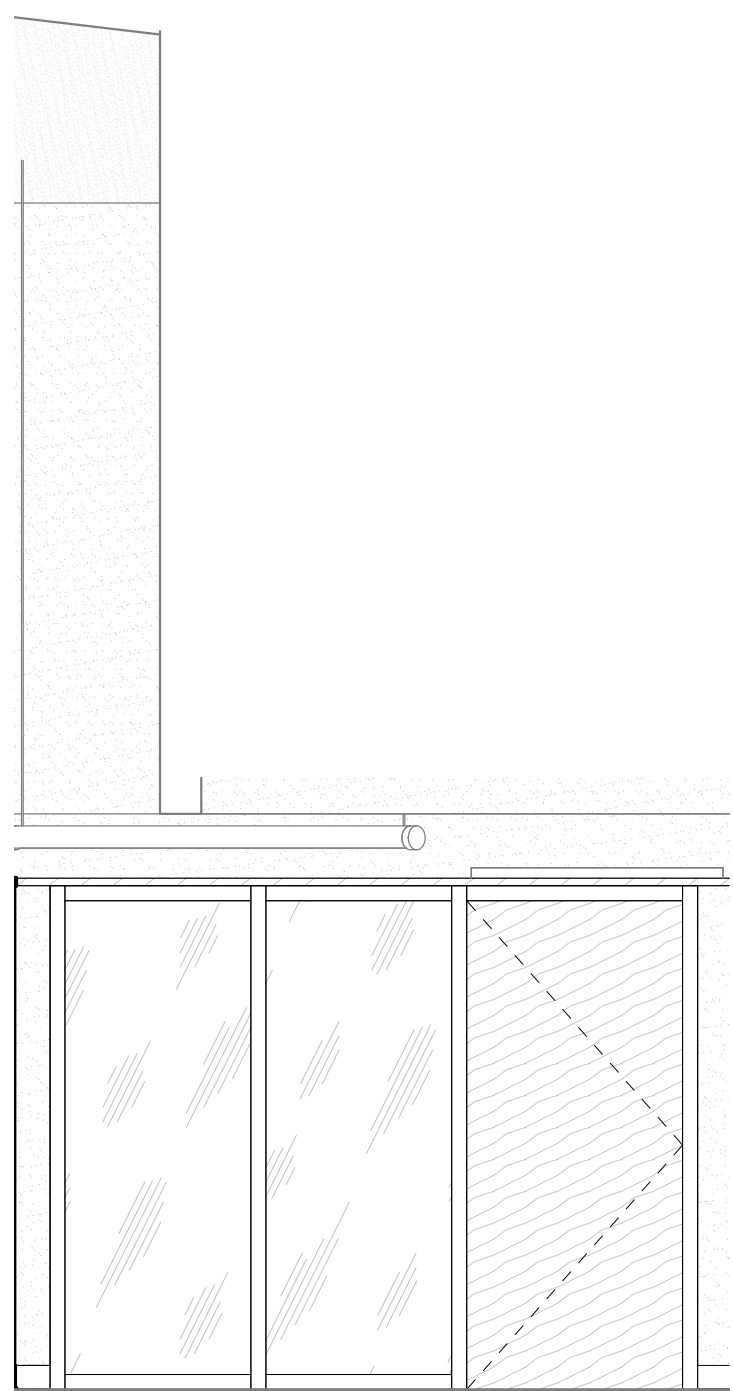
4 ENTRY W
3/8" = 1'-0"



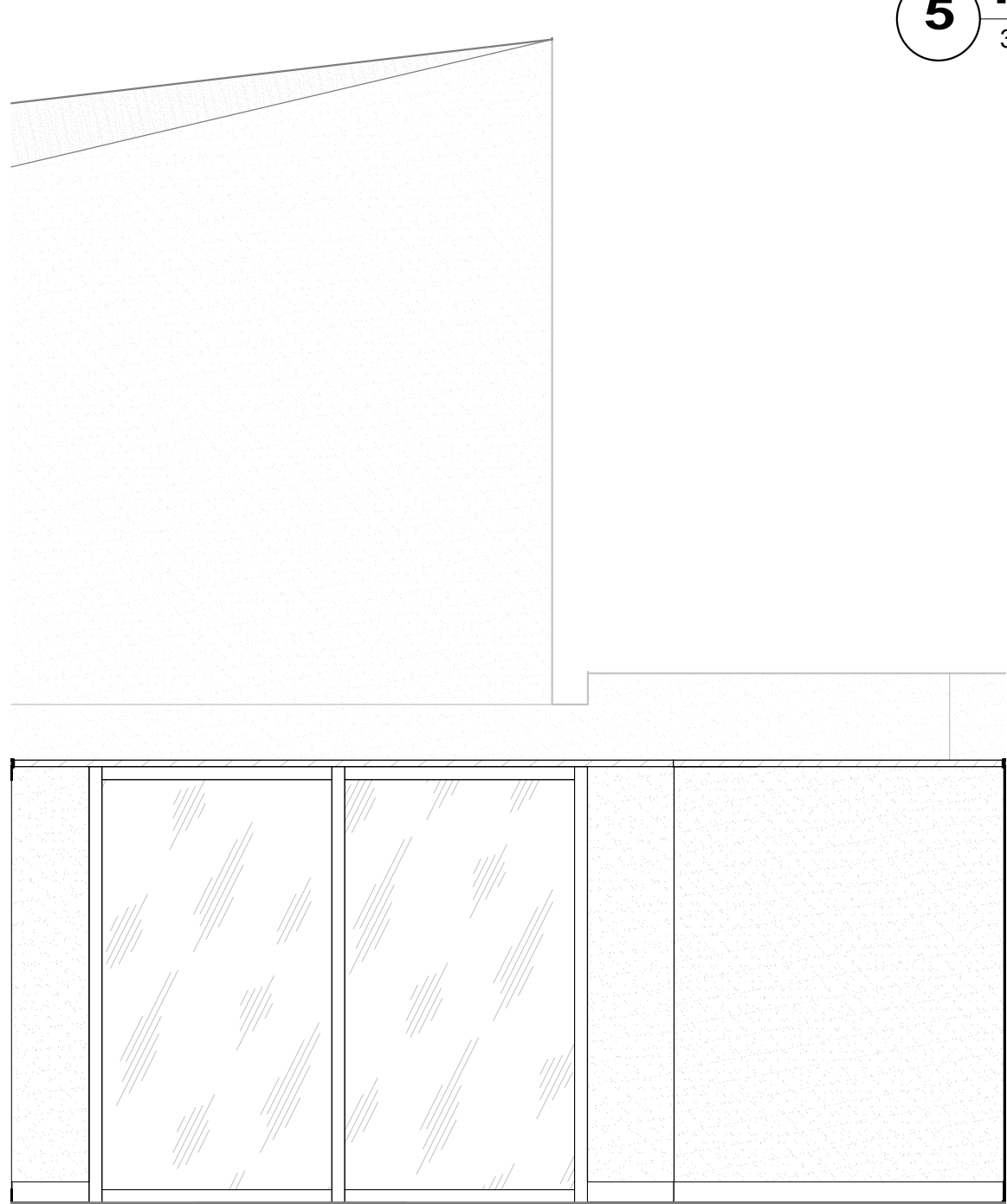
5 HALL NW
3/8" = 1'-0"



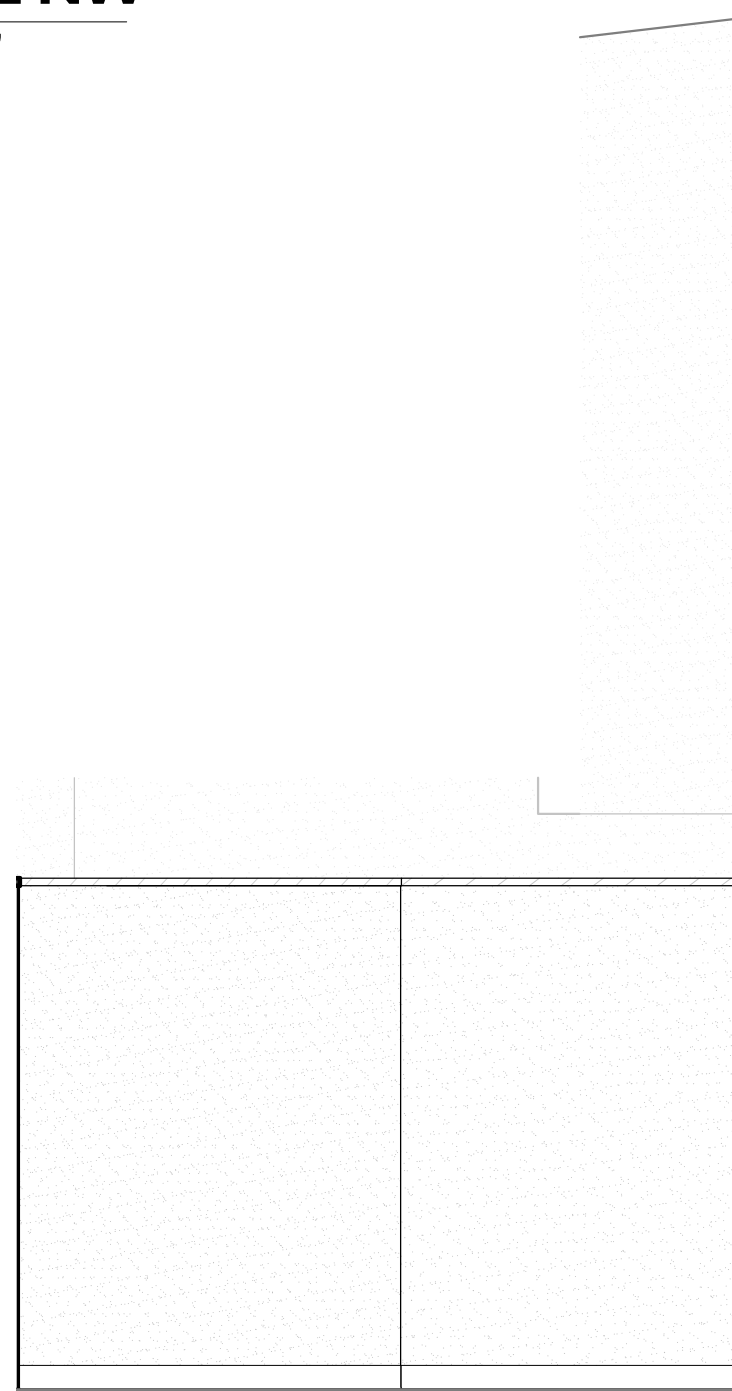
6 OFFICE 1 NE
3/8" = 1'-0"



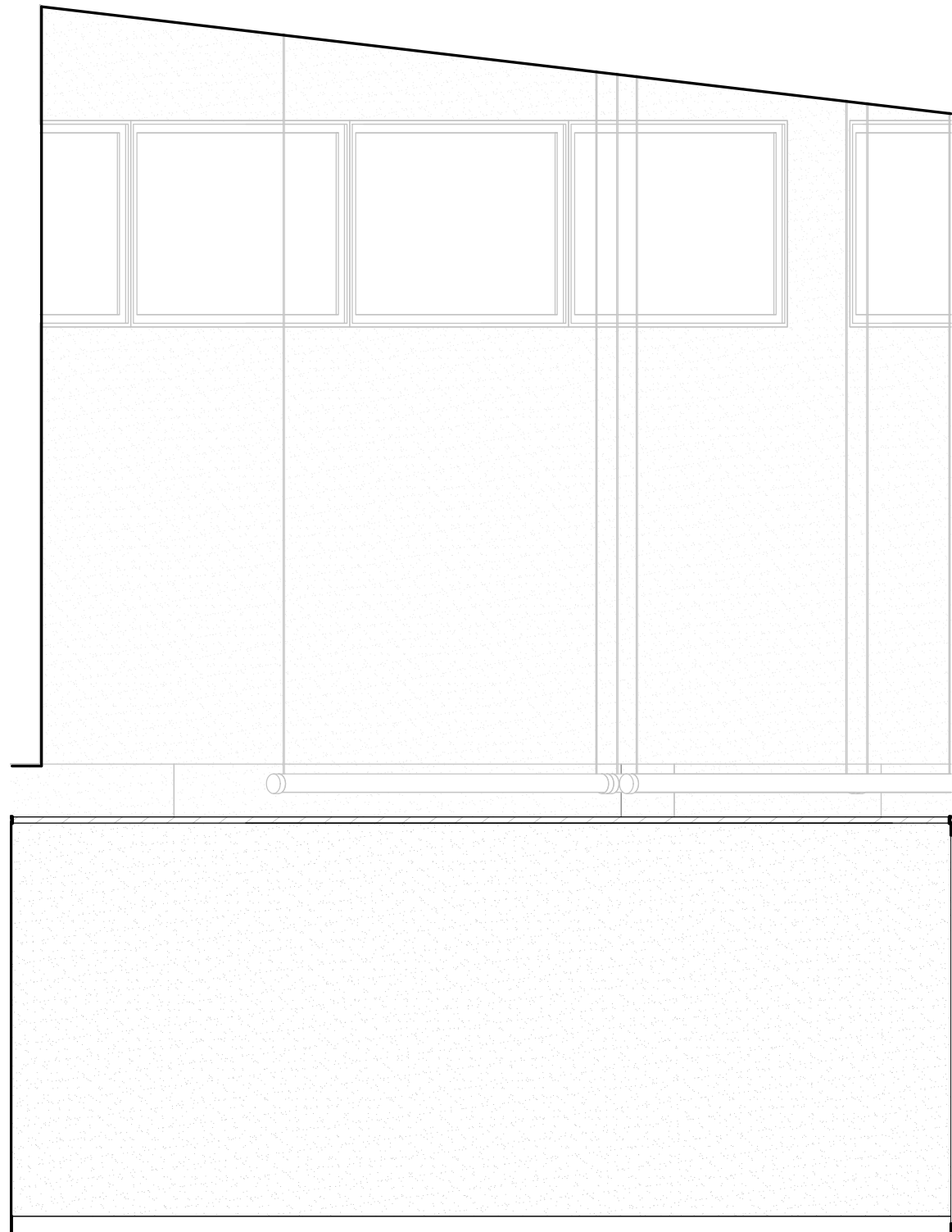
7 OFFICE 1 SE
3/8" = 1'-0"



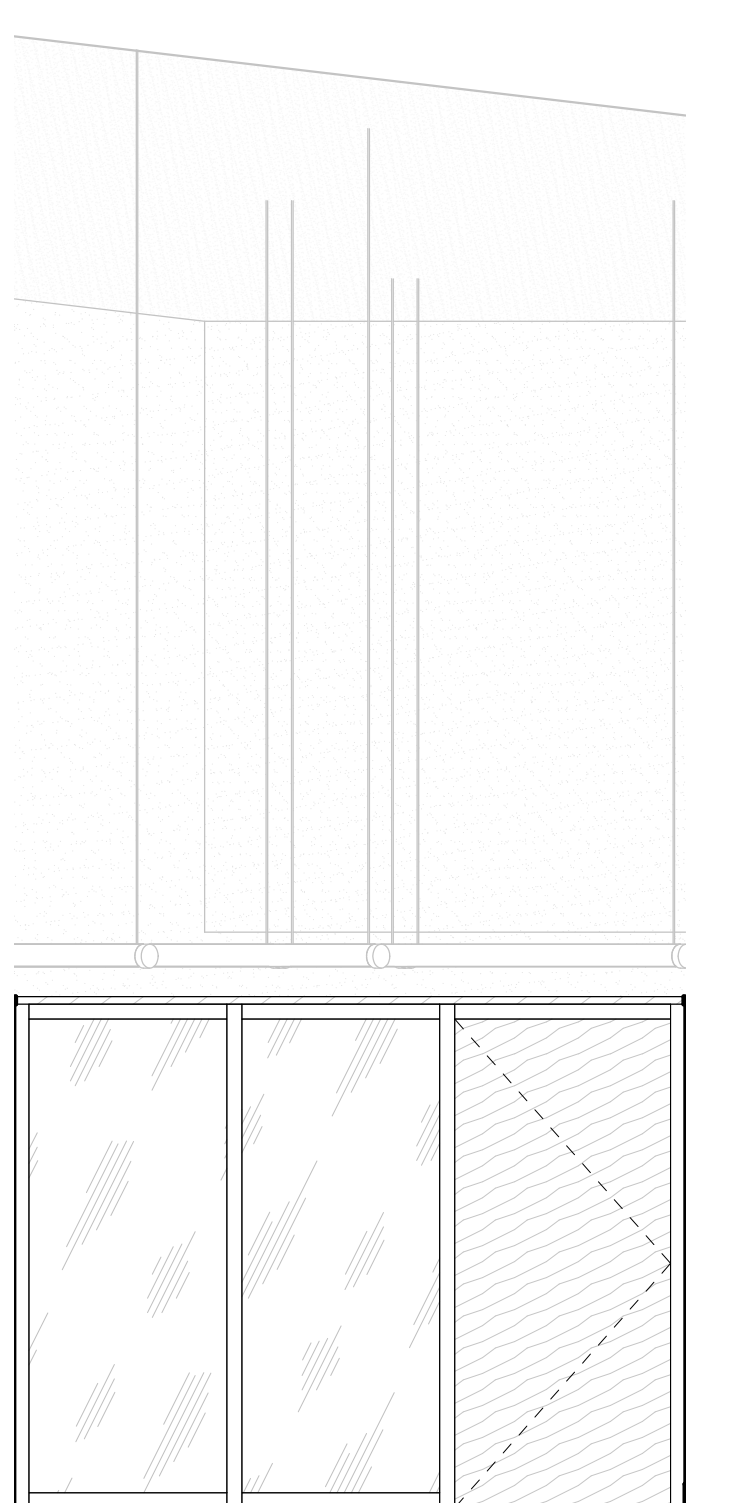
8 OFFICE 1 SW
3/8" = 1'-0"



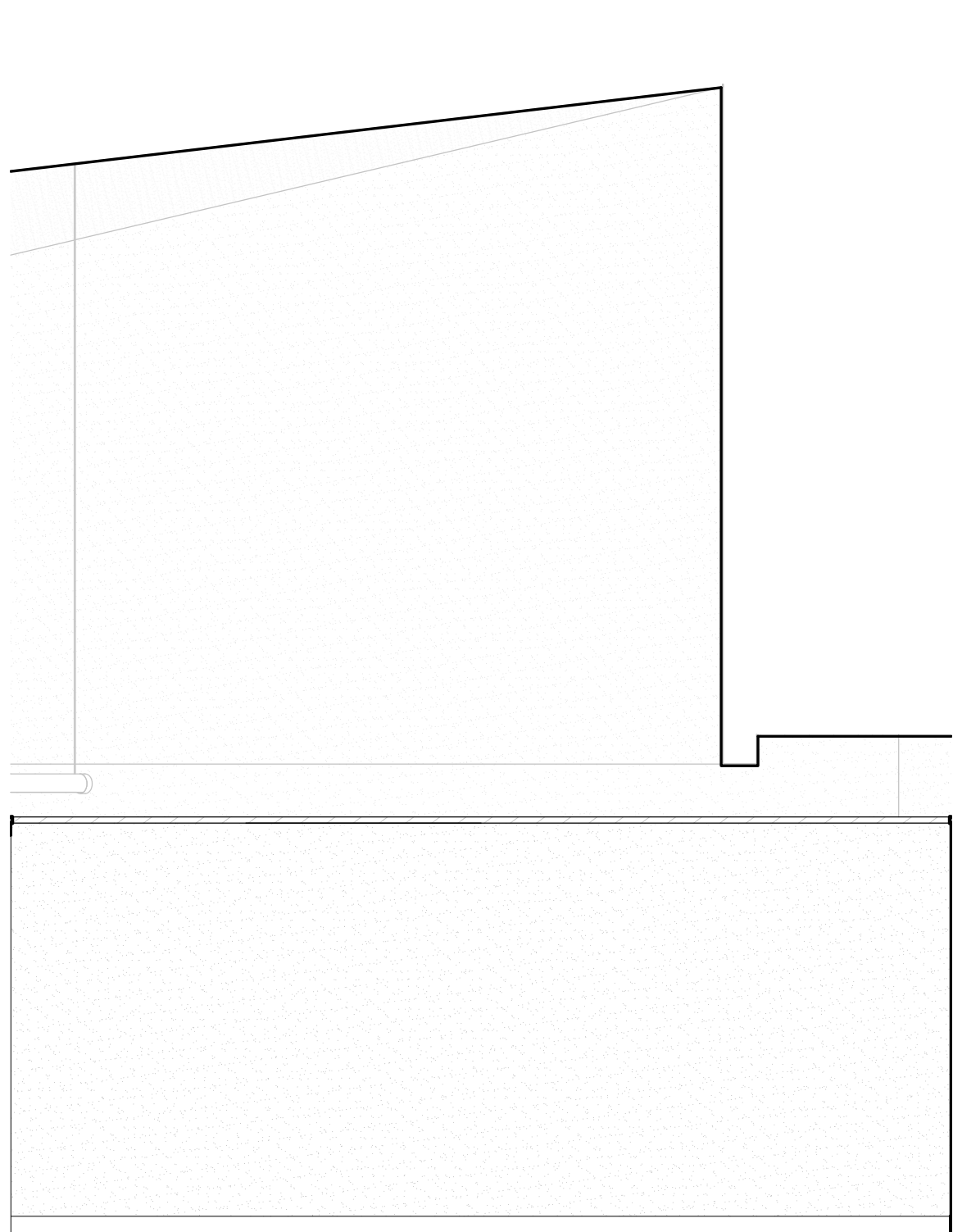
9 OFFICE 1 NW
3/8" = 1'-0"



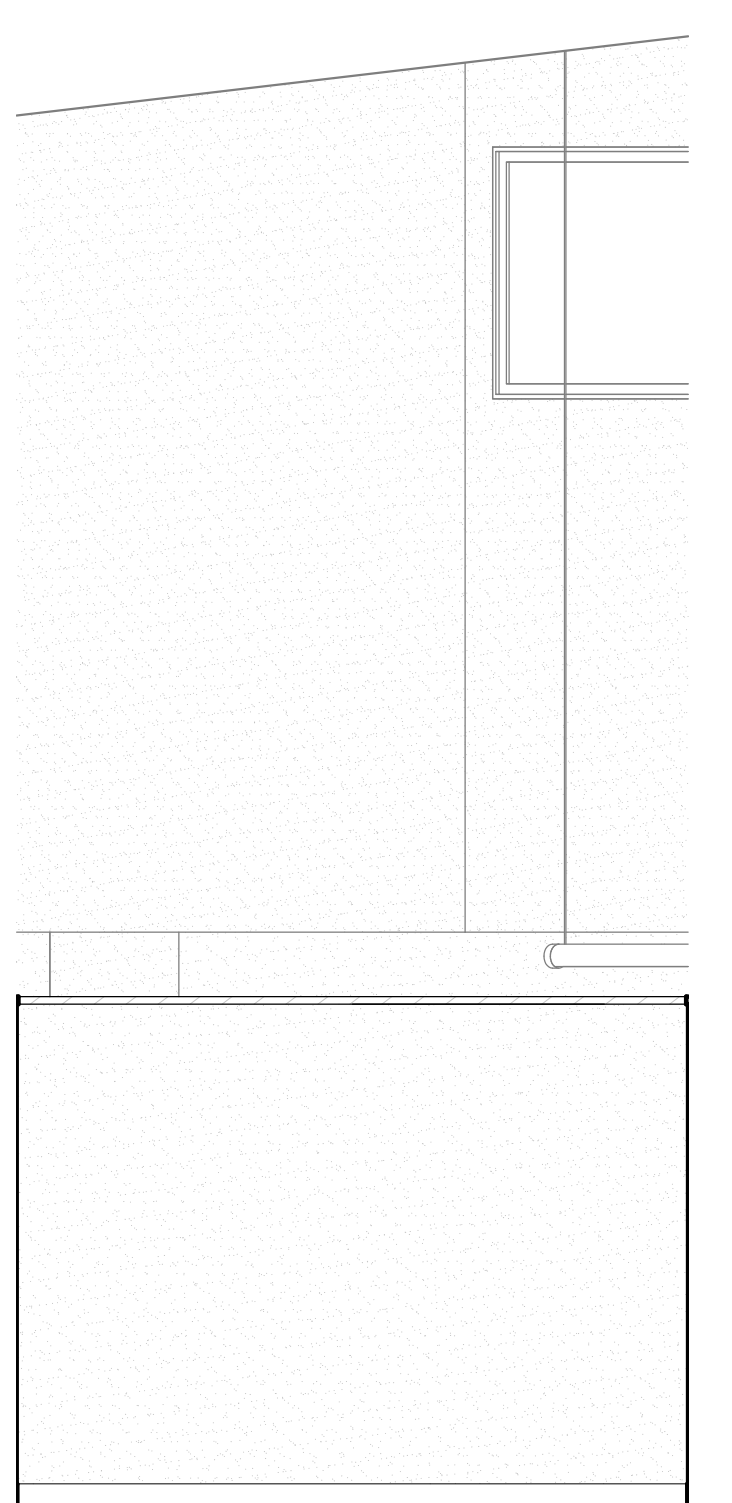
10 OFFICE 2 NE
3/8" = 1'-0"



11 OFFICE 2 SE
3/8" = 1'-0"



12 OFFICE 2 SW
3/8" = 1'-0"



13 OFFICE 2 NW
3/8" = 1'-0"

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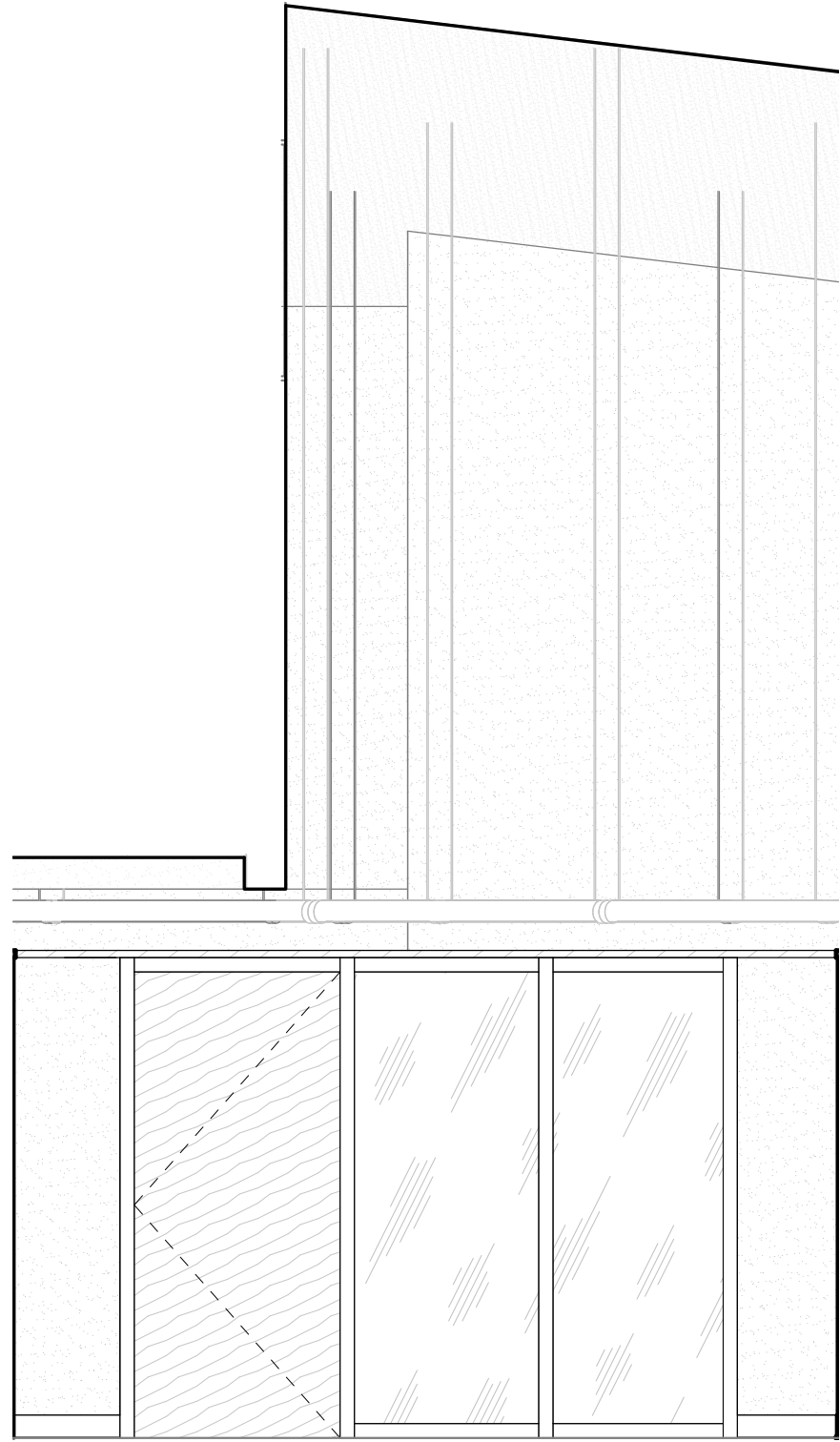
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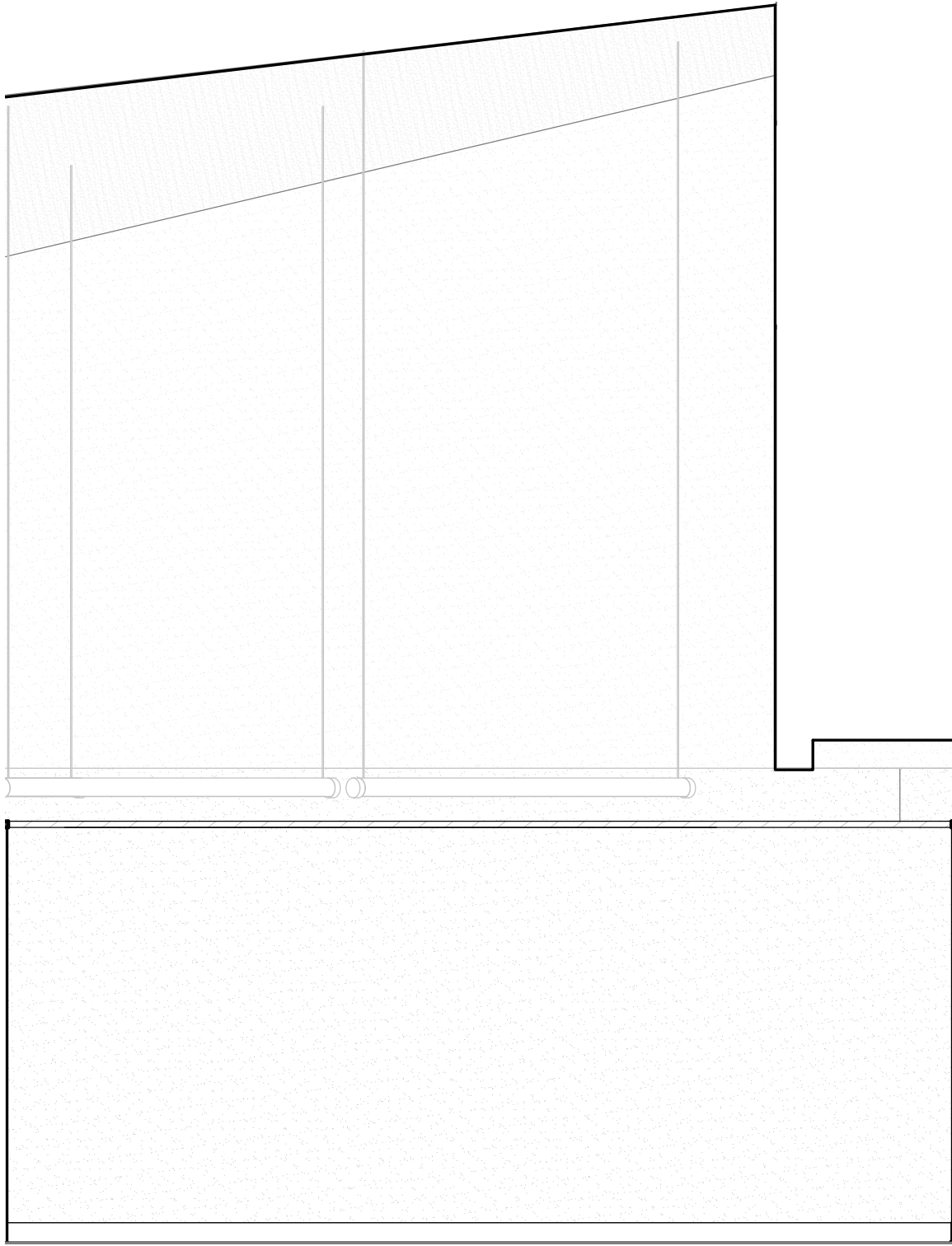




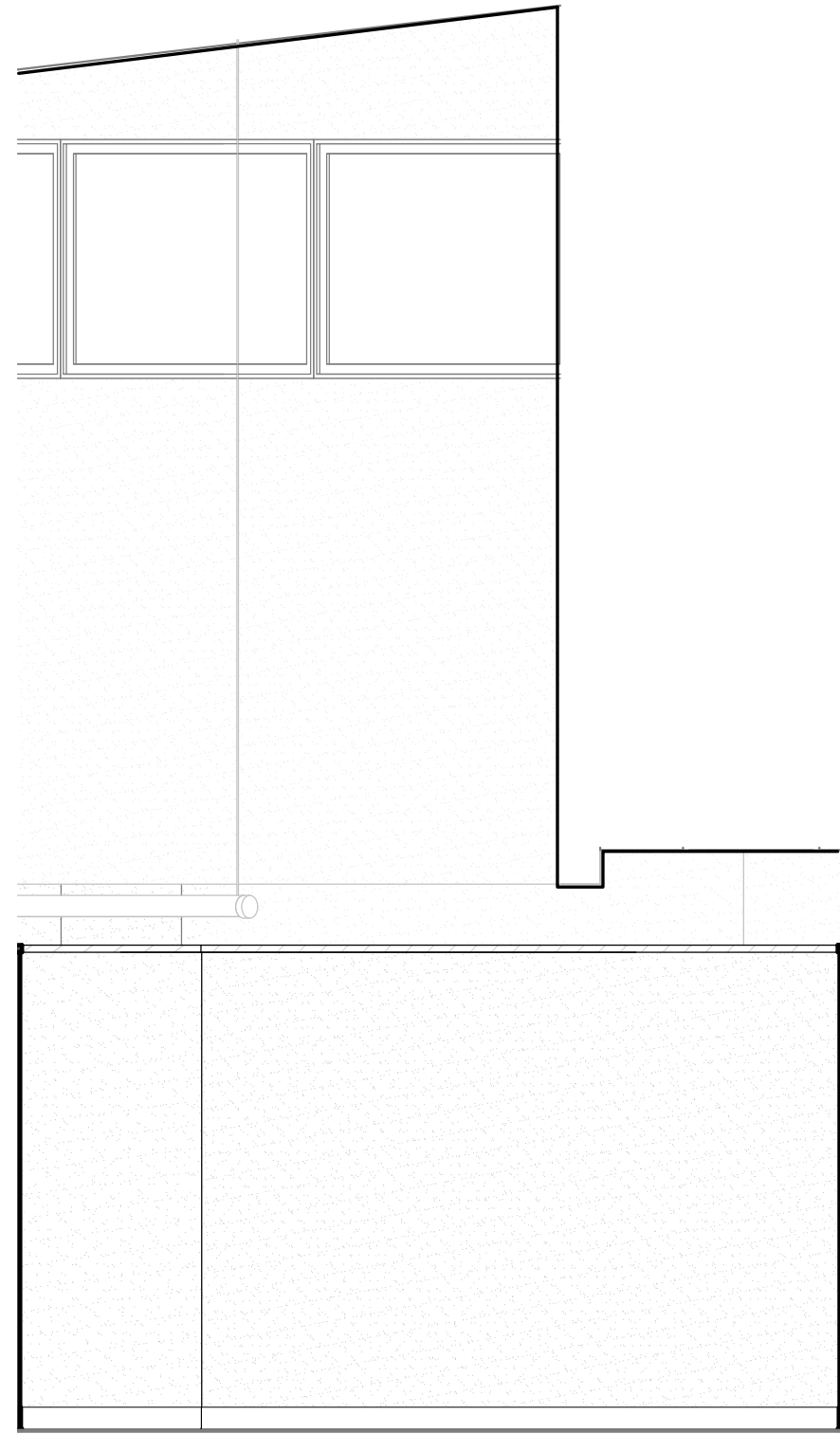
1 OFFICE 3 NE
3/8" = 1'-0"



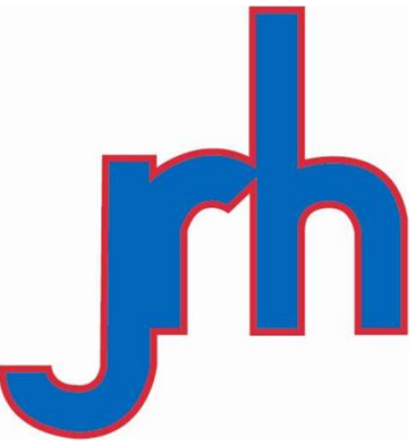
2 OFFICE 3 SE
3/8" = 1'-0"



3 OFFICE 3 SW
3/8" = 1'-0"



4 OFFICE 3 NW
3/8" = 1'-0"



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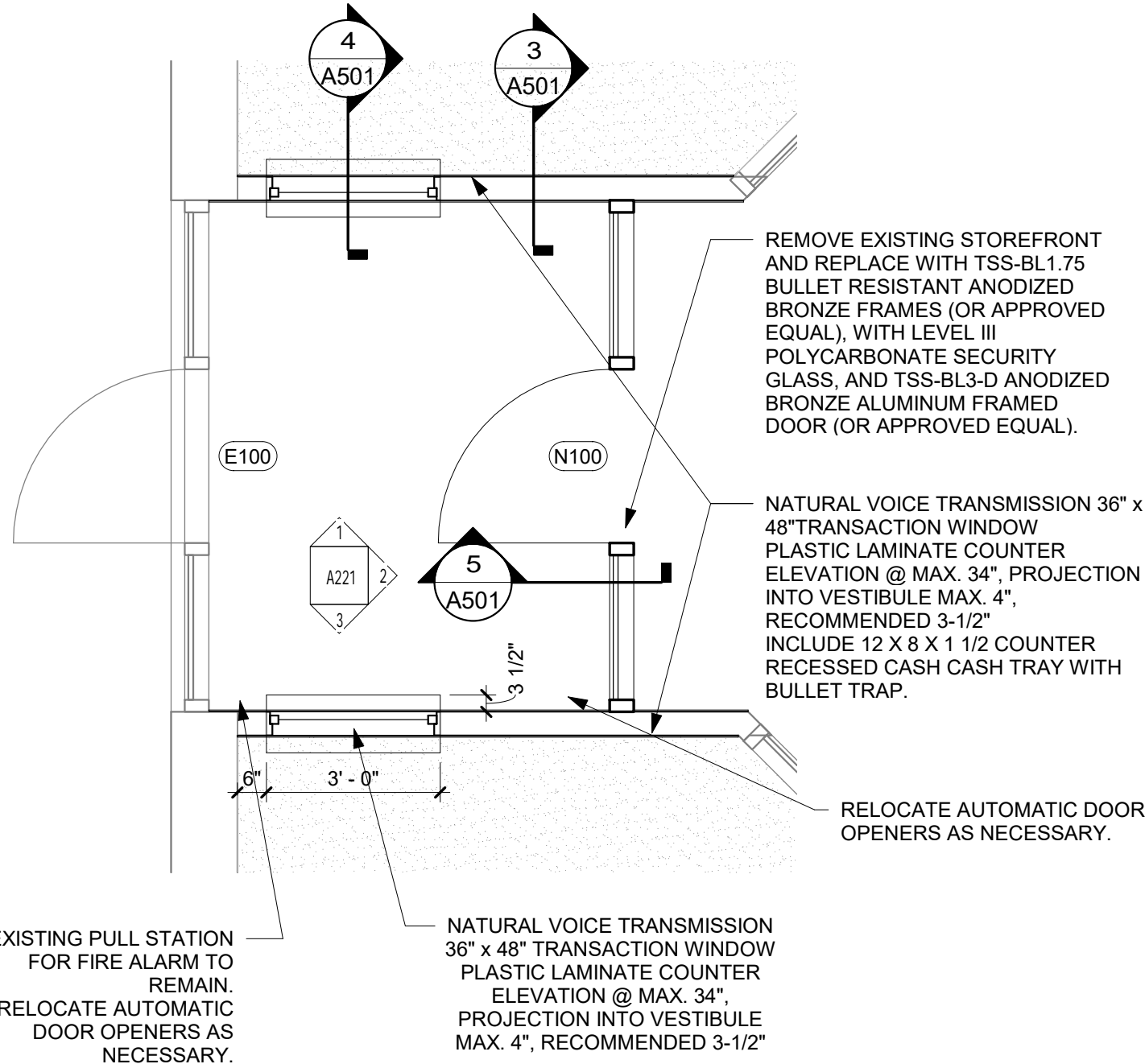
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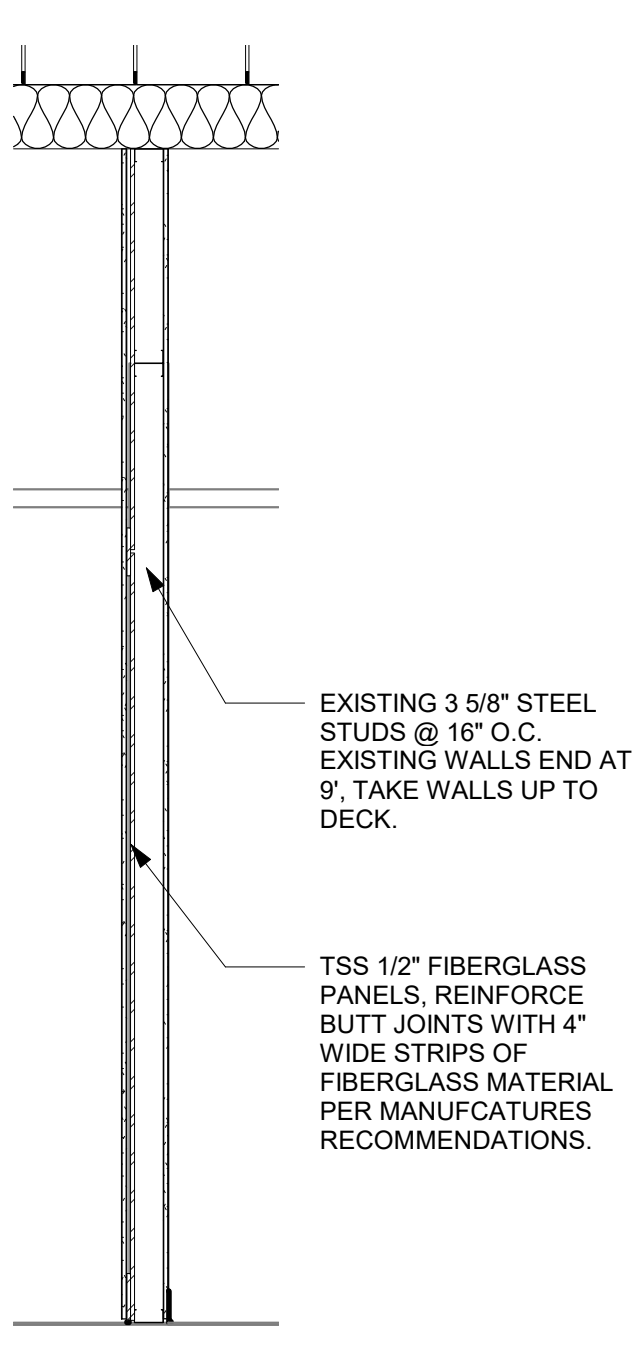
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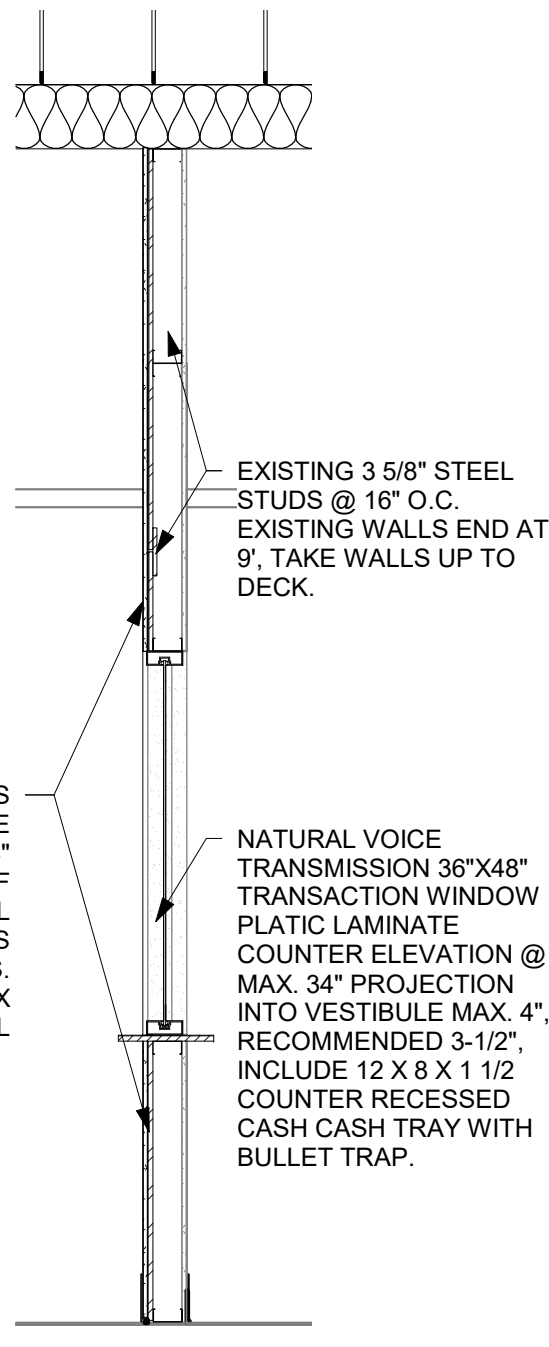
SHEET
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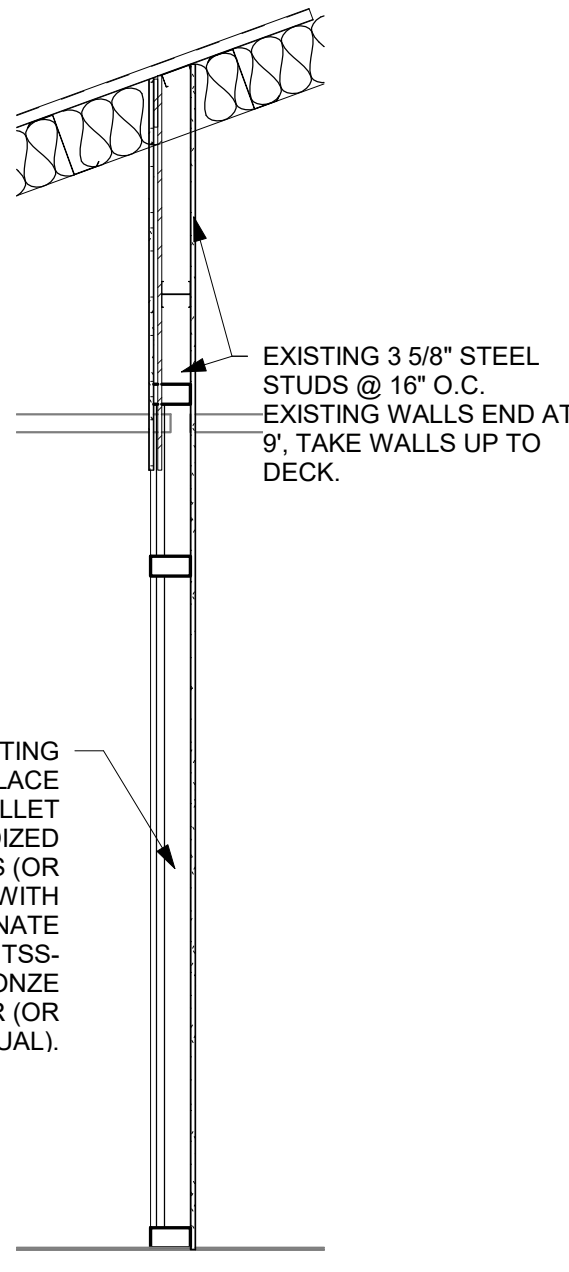
1 ENLARGED VESTIBULE PLAN
3/8" = 1'-0"



3 BULLET RESISTANT WALL DETAIL
1/2" = 1'-0"

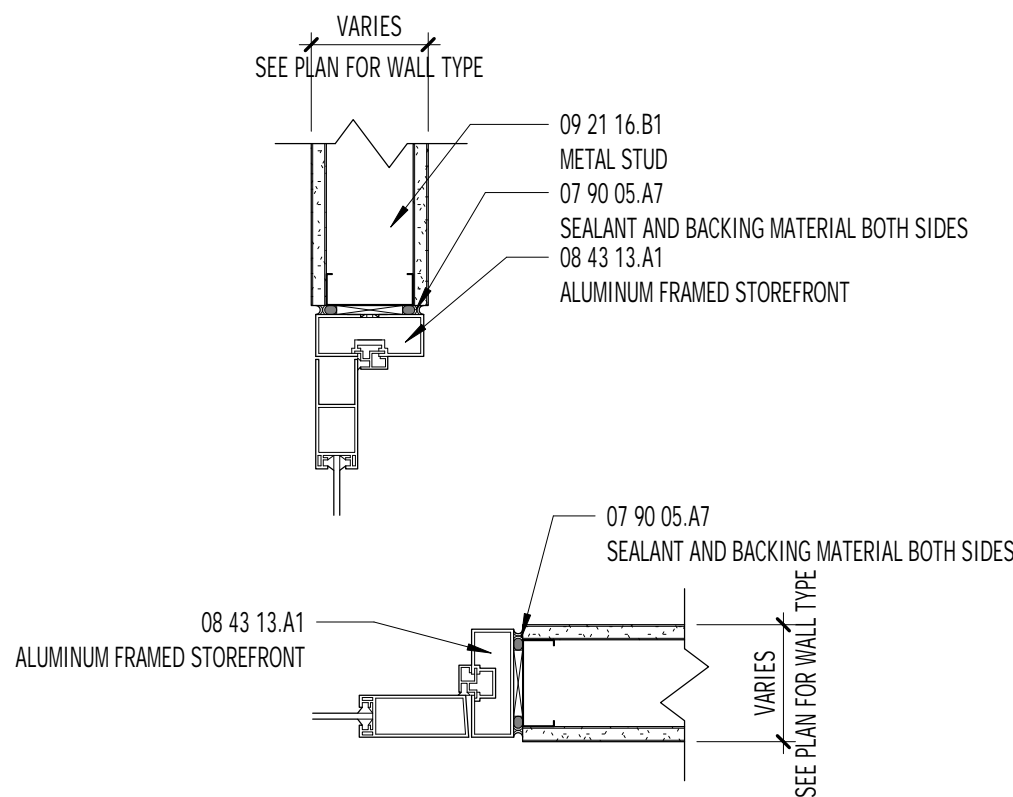


4 BULLET RESISTANT WINDOW
1/2" = 1'-0"



5 STOREFRONT WALL SECTION
1/2" = 1'-0"

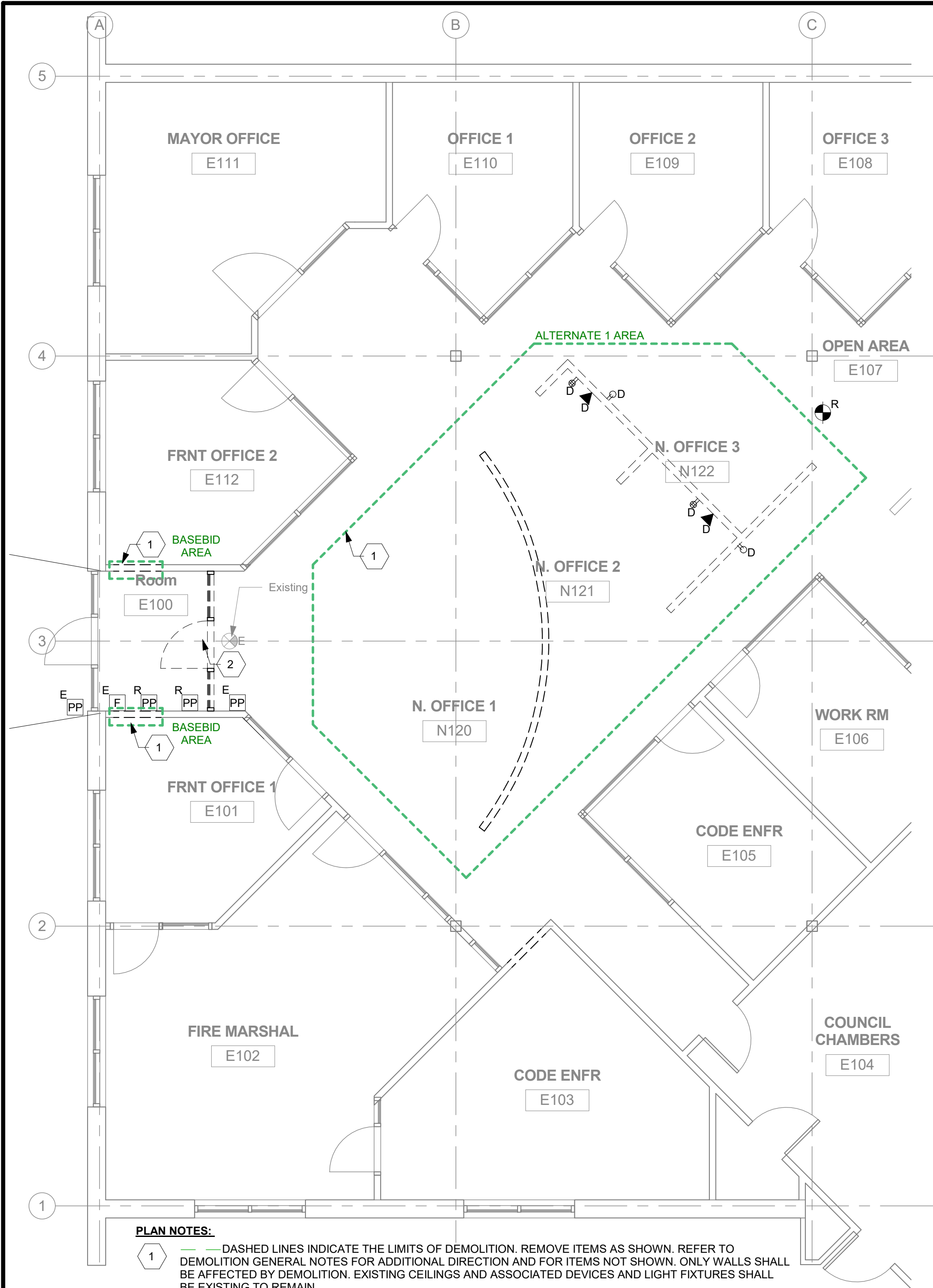
KEYNOTE LEGEND	
Key Value	Keynote Text
07 90 05.A7	SEALANT AND BACKING MATERIAL BOTH SIDES
08 43 13.A1	ALUMINUM FRAMED STOREFRONT
09 21 16.B1	METAL STUD



2 STOREFRONT DETAIL - STUD WALLS
1 1/2" = 1'-0"

DOOR SCHEDULE													
MARK	WIDTH	HEIGHT	HARDWARE	DOOR MATERIAL	DOOR TYPE	DOOR FINISH	FRAME MATERIAL	FRAME TYPE	FRAME FINISH	HEAD DETAIL	JAMB DETAIL	FIRE RATING	COMMENTS
N100	3' - 0"	7' - 0"											
N112	3' - 0"	6' - 7"											
N120	3' - 0"	6' - 9 1/2"		WOOD- SOLID CORE	F	STAIN(MATCH EXISTING)	ALUMINUM	STOREFRONT	ANODIZED BRONZE	A501/ DTL 2	A501 / DTL 2	N/A	
N121	3' - 0"	6' - 9 1/2"		WOOD- SOLID CORE	F	STAIN(MATCH EXISTING)	ALUMINUM	STOREFRONT	ANODIZED BRONZE	A501/ DTL 2	A501 / DTL 2	N/A	
N122	3' - 0"	6' - 9 1/2"		WOOD- SOLID CORE	F	STAIN(MATCH EXISTING)	ALUMINUM	STOREFRONT	ANODIZED BRONZE	A501/ DTL 2	A501 / DTL 2	N/A	

DATE	DESCRIPTION



PLAN NOTES:

1 DASHED LINES INDICATE THE LIMITS OF DEMOLITION. REMOVE ITEMS AS SHOWN. REFER TO DEMOLITION GENERAL NOTES FOR ADDITIONAL DIRECTION AND FOR ITEMS NOT SHOWN. ONLY WALLS SHALL BE AFFECTED BY DEMOLITION. EXISTING CEILINGS AND ASSOCIATED DEVICES AND LIGHT FIXTURES SHALL BE EXISTING TO REMAIN.

2 EXISTING DOOR WILL BE REMOVED. DISCONNECT POWER TO EXISTING DOOR OPERATOR AND RETAIN IN AREA.

2 ELECTRICAL DEMO PLAN

3/16" = 1'-0"

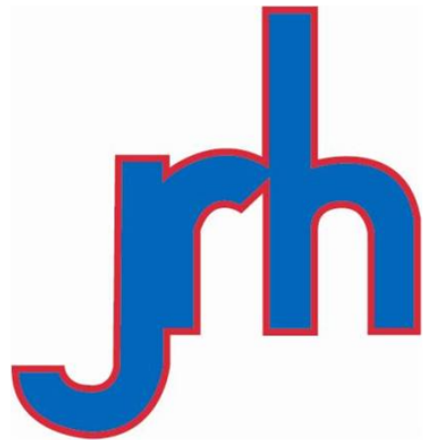
DEMOLITION GENERAL NOTES: (THESE DEMOLITION NOTES APPLY TO ALL DEMOLITION PLANS AND ALL DEMOLITION WORK)

- A. THE INTENT OF THE DEMOLITION DRAWINGS IS TO DEFINE THE SCOPE OF ELECTRICAL DEMOLITION WORK. EXISTING ELECTRICAL SYSTEMS DEVICES, RACEWAYS INCLUDING DATA/COMMUNICATION SYSTEMS) WITHIN LIMITS OF DEMOLITION AND NOT SERVING ADJACENT AREAS, SHALL BE REMOVED UNLESS OTHERWISE INDICATED. RE-SUPPORT EXISTING CONDUITS AND CABLES THAT MUST REMAIN.
- B. ITEMS INDICATED WITH A SUBSCRIPT 'E' SHALL BE EXISTING TO REMAIN (E-EXISTING). ITEMS INDICATED WITH A SUBSCRIPT 'D' OR SHOWN HATCHED SHALL BE REMOVED (D-DEMOLITION). ITEMS INDICATED WITH A SUBSCRIPT 'R' SHALL BE REMOVED, STORED, AND REINSTALLED PER NEW WORK (R-RELOCATION).
- C. THESE DRAWINGS DO NOT IDENTIFY EACH INDIVIDUAL ITEM TO BE REMOVED. THE CONTRACTOR IS RESPONSIBLE FOR DETERMINING ITEMS WHICH MUST BE REMOVED TO FACILITATE NEW CONSTRUCTION. SEE ARCHITECTURAL PLANS FOR EXACT LIMITS OF DEMOLITION AND CONSTRUCTION. THESE PLANS ARE BASED ON SITE OBSERVATIONS. THE DRAWINGS ARE PROVIDED TO THE CONTRACTOR AS AN AID IN DETERMINING THE EXTENT OF WORK REQUIRED FOR DEMOLITION AND TO PROVIDE GENERAL INFORMATION ABOUT EXISTING SYSTEMS. THESE DRAWINGS MAY NOT BE ACCURATE IN ALL AREAS. THE CONTRACTOR SHALL VISIT THE SITE AND BECOME FAMILIAR WITH EXISTING CONDITIONS AND IS ENCOURAGED TO REVIEW FACILITY DRAWINGS PRIOR TO THE BID DATE.
- D. THE OWNER SHALL HAVE FIRST SALVAGE RIGHTS TO ALL ITEMS REMOVED. IF OWNER REFUSES SALVAGE, CONTRACTOR IS RESPONSIBLE FOR DISPOSAL.
- E. WHERE EXISTING WALLS ARE TO BE REMOVED, ALL ASSOCIATED ELECTRICAL EQUIPMENT SHALL BE REMOVED. DISCONNECT POWER SO THAT DEVICES AND EQUIPMENT MAY BE REMOVED WITH WALLS. SEE ARCHITECTURAL DRAWINGS FOR WALLS TO BE REMOVED. ABANDON CONCEALED CONDUITS WHERE WALLS ARE NOT REMOVED. CONCEALED CONDUITS MAY BE REUSED WHERE AVAILABLE. WHERE EXISTING CIRCUITING/CABLING IS TO BE DEMOLISHED AND NOT REUSED, REMOVE CONDUCTORS AND ASSOCIATED ACCESSIBLE RACEWAYS/CONDUIT BACK TO THE SOURCE. WHERE EXISTING ELECTRICAL CIRCUITS TO BE DEMOLISHED ARE EMBEDDED IN CONCRETE FLOORS OR WALLS, CONDUITS MAY BE ABANDONED IN PLACE. EXISTING CONDUCTORS SHALL BE REMOVED BACK TO SOURCE AND CONDUITS SHALL BE CUT AT SURFACE OF CONCRETE AND FILLED. EXISTING BACK BOXES AND CONDUITS REMAINING FROM DEVICES BEING REMOVED MAY BE UTILIZED FOR NEW DEVICES WHERE LOCATIONS PERMIT. REMOVE AND PATCH WHERE BOXES ARE NOT REUSED. REMOVE CONCRETE EQUIPMENT PADS THAT REMAIN, TO BE FLUSH WITH FLOOR/GRADE.
- F. EE ARCHITECTURAL DRAWINGS FOR ADDITIONAL ELECTRICAL DEMOLITION ITEMS. DISCONNECT AND REMOVE ELECTRICAL DEVICES, EQUIPMENT AND ASSOCIATED WIRING AS REQUIRED TO ACCOMMODATE NEW WORK. IF THE CONTRACTOR IS UNCLEAR REGARDING A SPECIFIC ITEM TO REMAIN OR BE REMOVED, THE CONTRACTOR SHALL SEEK CLARIFICATION FROM THE ARCHITECT.
- G. SYSTEMS SERVING ADJACENT AREAS AND ITEMS THAT REMAIN SHALL BE MAINTAINED AT ALL TIMES. MODIFY SYSTEMS AS REQUIRED THROUGHOUT CONSTRUCTION TO MAINTAIN CONTINUITY OF SERVICE. DO NOT INTERRUPT SERVICE WITHOUT OWNER'S PRIOR WRITTEN APPROVAL. LIMIT DURATION OF INTERRUPTION ONLY TO THE TIME NECESSARY FOR DISCONNECTION AND IMMEDIATE RECONNECTION. INTERRUPTION TO SERVICE DEEMED BY OWNER AS ESSENTIAL MAY REQUIRE PREMIUM TIME AND SHALL BE INCLUDED WITH THE BID. EXTREME CARE SHALL BE TAKEN BY THE CONTRACTOR TO IDENTIFY EXISTING SYSTEM COMPONENTS ASSOCIATED WITH THESE SERVICES. APPROPRIATE METHODS OF MARKING THESE SHALL OCCUR TO ELIMINATE THE POSSIBILITY OF ACCIDENTAL INTERRUPTION.
- H. COORDINATE DEMOLITION WITH THE WORK OF OTHER TRADES. PROVIDE TEMPORARY POWER AND LIGHTING AS REQUIRED TO ALLOW THE WORK OF OTHER TRADES TO PROCEED.
- I. PROTECT EXISTING ELECTRICAL EQUIPMENT THAT REMAINS. IF DAMAGED OR DISTURBED IN THE COURSE OF THE WORK, REMOVE DAMAGED PORTIONS AND INSTALL NEW PRODUCTS OF EQUAL CAPACITY, QUALITY, AND FUNCTIONALITY.
- J. PATCH AND REPAIR OPENINGS IN EXISTING WALLS AND FLOORS RESULTANT FROM SPECIFIED ELECTRICAL DEMOLITION. PATCH SHALL MATCH EXISTING CONSTRUCTION, FIRE RATING, AND FINISH. SEE ARCHITECTURAL SPECIFICATIONS FOR MEANS AND METHODS.

GENERAL NOTES:

- A. WORK PROVIDED SHALL BE IN COMPLIANCE WITH NFPA 70, 101, AND ALL OTHER APPLICABLE CODES.
- B. THE ITEMS PROVIDED ON THIS SET OF DRAWINGS ARE PROVIDED TO THE ELECTRICAL CONTRACTOR AS A COURTESY. IT SHALL BE THE RESPONSIBILITY OF THE ELECTRICIAN TO PROVIDE ALL NECESSARY SERVICES TO LAWFULLY COMPLETE THE PROJECT INCLUDING BUT NOT LIMITED TO: DESIGN VERIFICATION, FIELD VERIFY ITEMS INDICATED AND MODIFY AS REQUIRED. PROVIDE COORDINATION WITH THE OWNER. OBTAIN REQUIRED BUILDING PERMITS FOR SCOPE OF WORK, PROVIDE SHOP DRAWINGS TO THE ARCHITECT, LOAD CALCULATIONS, INSTALLATIONS, AND PUNCH LIST ADHERENCE.
- C. PROVIDE ALL LIGHTING AND RECEPTACLE BRANCH CIRCUITS WITH GREEN GROUND CONDUCTORS AND DEDICATED NEUTRALS.
- D. COORDINATE FINAL DEVICE LOCATIONS WITH ARCHITECT AND OWNER TO BEST SERVE THE OWNERS NEEDS.
- E. RECONFIGURE EXISTING BRANCH CIRCUITS AS NECESSARY TO ACCOMMODATE NEW BRANCH CIRCUITS INDICATED. THE CONTRACTOR SHALL METER EXISTING BRANCH CIRCUITS WHERE MODIFYING TO ENSURE COMPLIANCE AND PROPER FUNCTION.
- F. COORDINATE WITH THE OWNER TO IDENTIFY LARGE EQUIPMENT WHICH MAY REQUIRE A DEDICATED BRANCH CIRCUIT AND MODIFY POWER DEVICES AS REQUIRED.
- G. PROVIDE UPDATED PANEL DIRECTORIES WHERE PANELS ARE MODIFIED AS A PART OF THIS PROJECT.
- H. WHERE 20 AMP BRANCH CIRCUITS EXCEED 75' IN TOTAL LENGTH, UPSIZE WIRE TO NUMBER 10 WIRE.
- I. EXPAND, SUPPLEMENT, AND MODIFY EXISTING FIRE ALARM SYSTEM AS REQUIRED TO SUPPORT NEW OR MODIFIED DEVICES. NEW DEVICES, CABLING, AND COMPONENTS SHALL MATCH EXISTING. NEW STROBES SHALL BE SYNCHRONIZED WITH EXISTING. AUDIBLE SOUND TYPE SHALL MATCH EXISTING. OBTAIN APPROVAL FROM FIRE MARSHAL PRIOR TO STARTING WORK.
- J. SAW CUT FLOOR AS REQUIRED TO ROUTE POWER AND COMM CABLING TO SERVE NEW DEVICES LOCATED WITHIN NEW WALLS NOT ROUTED TO STRUCTURE. PROVIDE DUST BARRIER TO PREVENT CONTAMINATION TO OCCUPIED AREAS. COORDINATE A WALL CAVITY WITH THE ARCHITECT TO ROUTE SYSTEMS FROM CEILING DOWN TO FLOOR. PATCH AND PAINT EXISTING WALLS AND FLOOR TO MATCH EXISTING.

SYMBOLS LEGEND	
SYMBOL	DESCRIPTION
▼	COMMUNICATIONS OUTLET. PROVIDE 4" SQUARE JUNCTION BOX WITH SINGLE GANG TRIM RING AND 1" CONDUIT TO ACCESSIBLE CEILING SPACE ABOVE WITH BUSHING. PROVIDE CABLING AND ASSOCIATED RJ45 CONNECTORS AS INDICATED. V=VOICE JACK AND D=DATA JACK. PROVIDE JACKS, CABLING, LABELING, COLOR CODING TO MATCH EXISTING. COMM AND POWER DEVICE COVER PLATES SHALL MATCH FOR EACH AREA.
⚡	NEMA 5-20 RECEPTACLE. PROVIDE COLOR, LABELING, AND FACEPLATE MATERIAL TO MATCH EXISTING. INSTALL ORIENTATION TO MATCH EXISTING. WHERE LOCATED WITHIN 6' OF A WATER SOURCE PROVIDE GFCI EQUIVALENT. WHERE INDICATED WITH A SUBSCRIPT "T", PROVIDE TAMPER PROOF EQUIVALENT. NEMA 5-20 RECEPTACLE. PROVIDE COLOR, LABELING, AND FACEPLATE MATERIAL TO MATCH EXISTING. INSTALL ORIENTATION TO MATCH EXISTING. WHERE LOCATED WITHIN 6' OF A WATER SOURCE PROVIDE GFCI EQUIVALENT. WHERE INDICATED WITH A SUBSCRIPT "T", PROVIDE TAMPER PROOF EQUIVALENT.
🔍	SMOKE DETECTOR
F	FIRE ALARM PULL STATION
🔊	FIRE ALARM SOUND VISUAL NOTIFICATION DEVICE
🚪	EXIT DEVICE
PP	A.D.A. PUSH PAD
B	DOOR BUZZER FURNISHED BY OTHER, INSTALLED BY ELECTRICIAN. COORDINATE ROUGHIN WITH MANUFACTURER.
DR	DOOR RELEASE BUTTON FURNISHED BY OTHER, INSTALLED BY ELECTRICIAN. COORDINATE ROUGHIN WITH MANUFACTURER. FIELD VERIFY EXACT LOCATION WITH ARCHITECT PRIOR TO STARTING WORK.
🔌	PROVIDE POWER CONNECTION TO REMOTE DOOR RELEASE SYSTEM. PROVIDE 120V 20A CONNECTION FED FROM EXISTING PANEL. PROVIDE NEW 20/1 CIRCUIT BREAKER WITH CHARACTERISTICS TO MATCH EXISTING. PROVIDE 3/4"C. DOWN TO DOOR FRAME.



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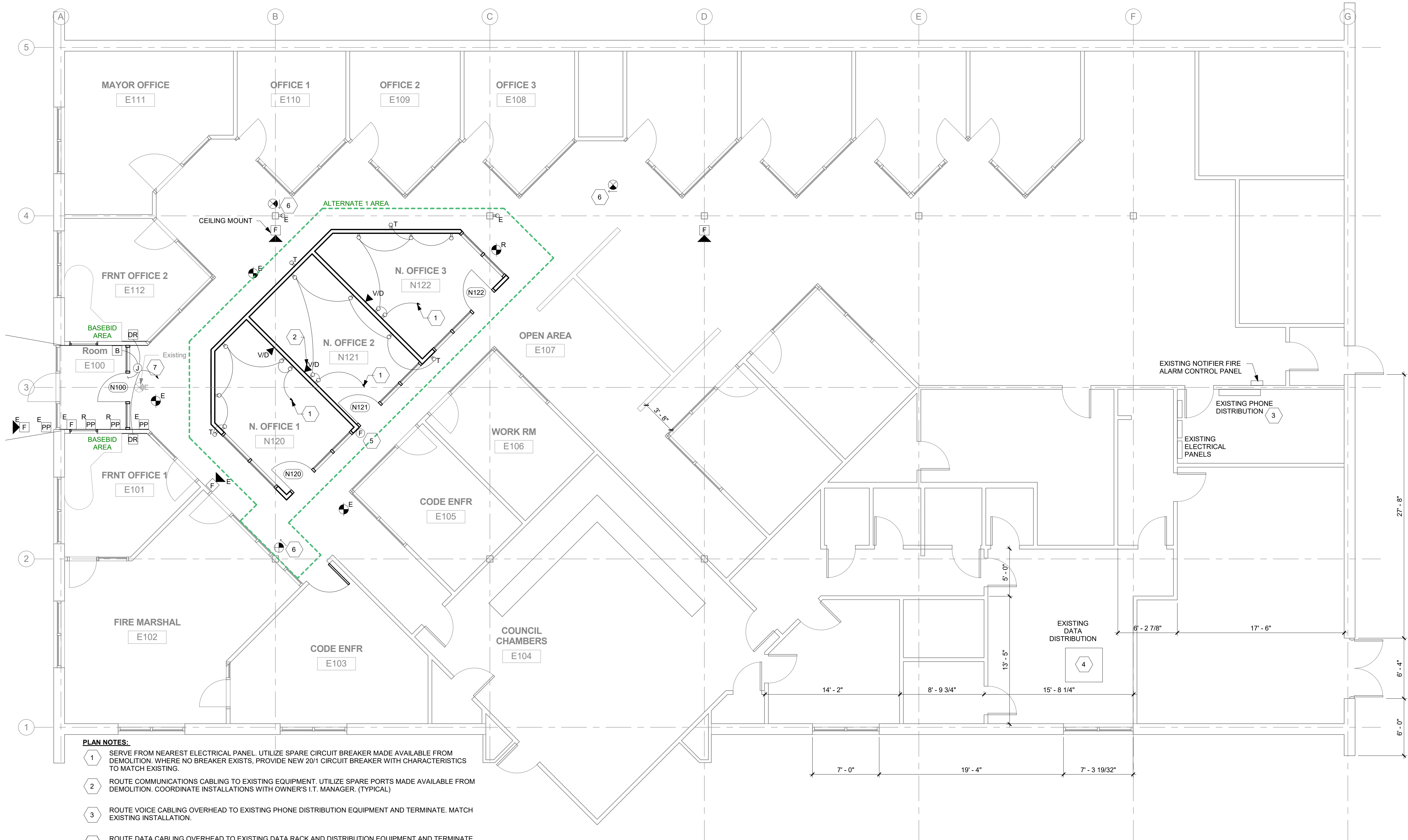
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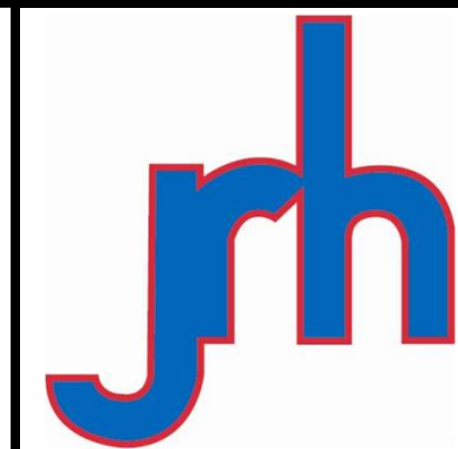
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E100



PLAN NOTES:

- 1 SERVE FROM NEAREST ELECTRICAL PANEL. UTILIZE SPARE CIRCUIT BREAKER MADE AVAILABLE FROM DEMOLITION. WHERE NO BREAKER EXISTS, PROVIDE NEW 20'1 CIRCUIT BREAKER WITH CHARACTERISTICS TO MATCH EXISTING.
- 2 ROUTE COMMUNICATIONS CABLING TO EXISTING EQUIPMENT. UTILIZE SPARE PORTS MADE AVAILABLE FROM DEMOLITION. COORDINATE INSTALLATIONS WITH OWNER'S I.T. MANAGER. (TYPICAL)
- 3 ROUTE VOICE CABLING OVERHEAD TO EXISTING PHONE DISTRIBUTION EQUIPMENT AND TERMINATE. MATCH EXISTING INSTALLATION.
- 4 ROUTE DATA CABLING OVERHEAD TO EXISTING DATA RACK AND DISTRIBUTION EQUIPMENT AND TERMINATE. MATCH EXISTING INSTALLATION.
- 5 PROVIDE WALL MOUNT FIRE ALARM STROBE. ROUTE CONDUIT FROM UNDER FLOOR AS WALLS DO NOT GO TO CEILING.
- 6 PROVIDE NEW EXIT LIGHT. TYPE TO MATCH EXISTING. PROVIDE WITH INTEGRAL BATTERY AND UNSWITCHED CONNECTION TO LOCAL LIGHTING BRACH CIRCUIT. PROVIDE DIRECTIONAL CHEVRONS AS INDICATED PER PLANS.
- 7 PROVIDE INSTALLATION OF COMPLETE REMOTE DOOR RELEASE SYSTEM. SYSTEM COMPONENTS FURNISHED BY OTHER, INSTALLED BY ELECTRICIAN. PROVIDE INTERLOCK CONNECTION BETWEEN DOOR RELEASE SYSTEM AND EXISTING ADA DOOR OPERATOR SO THAT THE DOOR OPERATOR WILL NOT WORK UNTIL THE DOOR RELEASE SYSTEM HAS BEEN ACTIVATED. ENSURE OPERATOR DOES NOT RECEIVE ANY POWER UNTIL RELEASE BUTTON IS ACTIVATED TO PREVENT BURNING UP DOOR OPERATOR MOTOR. PROVIDE ALL NECESSARY COMPONENTS FOR A COMPLETE INSTALLATION. COORDINATE ALL COMPONENTS WITH DOOR HARDWARE SPECIFICATION. COORDINATE EXACT COMPONENT LOCATIONS WITH ARCHITECT PRIOR TO INSTALLATION.

1 ELECTRICAL NEW PLAN
3/16" = 1'-0"



Joseph R. Hewgley & Associates, Inc.
702 South Bailey • North Platte, Ne. 69101
Phone: 308/534-4983 • Fax: 308/534-4944

PRELIMINARY
DRAWINGS

**CITY HALL SECURE
ENTRANCE & OFFICES**
for
CITY OF SCOTTSBLUFF

PROJECT #: R-1316

DATE: 3/30/17

DRAWN: MJH

REVISIONS

DATE	DESCRIPTION

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JOSEPH R. HEWGLEY &
ASSOCIATES, Inc.



SHEET
E101

City of Scottsbluff, Nebraska

Monday, April 3, 2017

Regular Meeting

Item Claims1

Regular claims

Staff Contact: Liz Hilyard, Finance Director



Expense Approval Report

By Vendor Name

Post Dates 03/21/2017 - 04/03/2017

Description (Payable)	Account Name	(None)	(None)	(None)	Amount
Vendor: 08144 - AE SERVICES, LLC					
Fund: 111 - GENERAL					
SENIOR CENTER	BUILDING MAINTENANCE				144.18
				Fund 111 - GENERAL Total:	144.18
				Vendor 08144 - AE SERVICES, LLC Total:	144.18
Vendor: 09021 - AIRGAS USA, LLC					
Fund: 621 - ENVIRONMENTAL SERVICES					
dept supplies	DEPARTMENT SUPPLIES				93.06
				Fund 621 - ENVIRONMENTAL SERVICES Total:	93.06
				Vendor 09021 - AIRGAS USA, LLC Total:	93.06
Vendor: 03711 - AMAZON.COM HEADQUARTERS					
Fund: 111 - GENERAL					
Misc.	DEPARTMENT SUPPLIES				172.86
Misc.	AUDIOVISUAL SUPPLIES				204.59
Misc.	BOOKS				300.13
				Fund 111 - GENERAL Total:	677.58
Fund: 211 - REGIONAL LIBRARY					
Misc.	AUDIOVISUAL SUPPLIES				129.07
Misc.	BOOKS				105.93
				Fund 211 - REGIONAL LIBRARY Total:	235.00
				Vendor 03711 - AMAZON.COM HEADQUARTERS Total:	912.58
Vendor: 03936 - ANDERSON FORD INC					
Fund: 218 - PUBLIC SAFETY					
CIP-PATROL CARS	EQUIPMENT				27,735.00
CIP-PATROL CARS	EQUIPMENT				27,735.00
				Fund 218 - PUBLIC SAFETY Total:	55,470.00
				Vendor 03936 - ANDERSON FORD INC Total:	55,470.00
Vendor: 04575 - AUTOZONE STORES, INC					
Fund: 725 - CENTRAL GARAGE					
equip mtn	EQUIPMENT MAINTENANCE				39.32
				Fund 725 - CENTRAL GARAGE Total:	39.32
				Vendor 04575 - AUTOZONE STORES, INC Total:	39.32
Vendor: 00295 - B & H INVESTMENTS, INC					
Fund: 111 - GENERAL					
BLDG MAINT	BUILDING MAINTENANCE				10.75
BLDG MAINT	BUILDING MAINTENANCE				10.75
REPAIR TIMER MOTOR	BUILDING MAINTENANCE				99.50
Dep. sup. - library	DEPARTMENT SUPPLIES				59.50
				Fund 111 - GENERAL Total:	180.50
				Vendor 00295 - B & H INVESTMENTS, INC Total:	180.50
Vendor: 00271 - B&C STEEL CORPORATION					
Fund: 111 - GENERAL					
AERATOR	EQUIPMENT MAINTENANCE				25.83
				Fund 111 - GENERAL Total:	25.83
				Vendor 00271 - B&C STEEL CORPORATION Total:	25.83
Vendor: 09716 - BLACK HILLS GAS DISTRIBUTION LLC					
Fund: 111 - GENERAL					
Monthly Energy Bill	HEATING FUEL				311.23
Monthly Energy Bill	HEATING FUEL				227.94

Expense Approval Report

Post Dates: 03/21/2017 - 04/03/2017

Description (Payable)	Account Name	(None)	(None)	(None)	Amount
Monthly Energy Bill	HEATING FUEL				227.94
Monthly Energy Bill	HEATING FUEL				121.50
Monthly Energy Bill	HEATING FUEL				284.75
Monthly Energy Bill	HEATING FUEL				423.66
Monthly Energy Bill	HEATING FUEL				128.70
Fund 111 - GENERAL Total:					1,725.72
Fund: 212 - TRANSPORTATION					
Monthly Energy Bill	HEATING FUEL				1,558.82
Fund 212 - TRANSPORTATION Total:					1,558.82
Fund: 621 - ENVIRONMENTAL SERVICES					
Monthly Energy Bill	HEATING FUEL				398.59
Fund 621 - ENVIRONMENTAL SERVICES Total:					398.59
Fund: 641 - WATER					
Monthly Energy Bill	HEATING FUEL				146.52
Fund 641 - WATER Total:					146.52
Fund: 725 - CENTRAL GARAGE					
Monthly Energy Bill	HEATING FUEL				218.17
Fund 725 - CENTRAL GARAGE Total:					218.17
Vendor 09716 - BLACK HILLS GAS DISTRIBUTION LLC Total:					4,047.82
Vendor: 00405 - BLUFFS SANITARY SUPPLY INC.					
Fund: 111 - GENERAL					
DEPT & JANIT SUPPL	DEPARTMENT SUPPLIES				111.69
DEPT & JANIT SUPPL	DEPARTMENT SUPPLIES				111.69
DEPT & JANIT SUPPL	JANITORIAL SUPPLIES				23.81
DEPT & JANIT SUPPL	JANITORIAL SUPPLIES				23.82
Fund 111 - GENERAL Total:					271.01
Vendor 00405 - BLUFFS SANITARY SUPPLY INC. Total:					271.01
Vendor: 00546 - BOHL, MARK					
Fund: 212 - TRANSPORTATION					
REPLENISH PETTY CASH FUND	DEPARTMENT SUPPLIES				32.00
REPLENISH PETTY CASH FUND	OTHER FUEL				15.00
Fund 212 - TRANSPORTATION Total:					47.00
Vendor 00546 - BOHL, MARK Total:					47.00
Vendor: 00091 - BSN SPORTS, INC					
Fund: 111 - GENERAL					
FIELD LINE MARKER	DEPARTMENT SUPPLIES				386.09
Fund 111 - GENERAL Total:					386.09
Vendor 00091 - BSN SPORTS, INC Total:					386.09
Vendor: 00055 - CARR- TRUMBULL LUMBER CO, INC.					
Fund: 212 - TRANSPORTATION					
SUPP - LAG SCREWS	DEPARTMENT SUPPLIES				9.00
Fund 212 - TRANSPORTATION Total:					9.00
Fund: 641 - WATER					
DEPT SUP	DEPARTMENT SUPPLIES				25.83
Fund 641 - WATER Total:					25.83
Vendor 00055 - CARR- TRUMBULL LUMBER CO, INC. Total:					34.83
Vendor: 07911 - CELLCO PARTNERSHIP					
Fund: 111 - GENERAL					
CELL PHONES	TELEPHONE				507.69
Fund 111 - GENERAL Total:					507.69
Vendor 07911 - CELLCO PARTNERSHIP Total:					507.69
Vendor: 00363 - CEMENTER'S INC					
Fund: 641 - WATER					
DEPT SUP	DEPARTMENT SUPPLIES				129.74

Expense Approval Report

Post Dates: 03/21/2017 - 04/03/2017

Description (Payable)	Account Name	(None)	(None)	(None)	Amount
DEPT SUP	DEPARTMENT SUPPLIES				267.50
				Fund 641 - WATER Total:	397.24
				Vendor 00363 - CEMENTER'S INC Total:	397.24
Vendor: 07376 - CHRIS BURBACH					
Fund: 111 - GENERAL					
EXPENSES - CLERK SCHOOL	SCHOOL & CONFERENCE				104.59
				Fund 111 - GENERAL Total:	104.59
				Vendor 07376 - CHRIS BURBACH Total:	104.59
Vendor: 02396 - CITIBANK N.A.					
Fund: 111 - GENERAL					
DEP SUPP	DEPARTMENT SUPPLIES				17.99
				Fund 111 - GENERAL Total:	17.99
				Vendor 02396 - CITIBANK N.A. Total:	17.99
Vendor: 00367 - CITY OF SCB					
Fund: 218 - PUBLIC SAFETY					
CIP-PATROL CARS	EQUIPMENT				30.00
				Fund 218 - PUBLIC SAFETY Total:	30.00
				Vendor 00367 - CITY OF SCB Total:	30.00
Vendor: 01976 - CLARK PRINTING LLC					
Fund: 111 - GENERAL					
Dep. sup.	DEPARTMENT SUPPLIES				252.00
				Fund 111 - GENERAL Total:	252.00
				Vendor 01976 - CLARK PRINTING LLC Total:	252.00
Vendor: 09476 - COMFORT INN					
Fund: 111 - GENERAL					
DEPT BSNSS TRVL	SCHOOL & CONFERENCE				284.85
				Fund 111 - GENERAL Total:	284.85
				Vendor 09476 - COMFORT INN Total:	284.85
Vendor: 00267 - CONTRACTORS MATERIALS INC.					
Fund: 212 - TRANSPORTATION					
SUPP - MEASURING WHEEL	DEPARTMENT SUPPLIES				57.82
				Fund 212 - TRANSPORTATION Total:	57.82
				Vendor 00267 - CONTRACTORS MATERIALS INC. Total:	57.82
Vendor: 00571 - CORNHUSKER MARRIOTT HOTEL.					
Fund: 111 - GENERAL					
SCHOOLS & CONF	SCHOOL & CONFERENCE				91.00
LEAUGE CONF LODGING	SCHOOL & CONFERENCE				250.00
LEAUGE CONF LODGING	SCHOOL & CONFERENCE				250.00
LEAUGE CONF LODGING	SCHOOL & CONFERENCE				218.00
LEAUGE CONF LODGING	SCHOOL & CONFERENCE				218.00
LEAUGE CONF LODGING	SCHOOL & CONFERENCE				104.00
				Fund 111 - GENERAL Total:	1,131.00
				Vendor 00571 - CORNHUSKER MARRIOTT HOTEL. Total:	1,131.00
Vendor: 01329 - CROUCH RECREATIONAL DESIGN, INC					
Fund: 111 - GENERAL					
SOCCER GOAL	DEPARTMENT SUPPLIES				2,791.00
				Fund 111 - GENERAL Total:	2,791.00
				Vendor 01329 - CROUCH RECREATIONAL DESIGN, INC Total:	2,791.00
Vendor: 07689 - CYNTHIA GREEN					
Fund: 631 - WASTEWATER					
DEPT SUP	DEPARTMENT SUPPLIES				17.60
				Fund 631 - WASTEWATER Total:	17.60

Expense Approval Report

Post Dates: 03/21/2017 - 04/03/2017

Description (Payable)	Account Name	(None)	(None)	(None)	Amount
Fund: 641 - WATER					
DEPT SUP	DEPARTMENT SUPPLIES				17.60
				Fund 641 - WATER Total:	17.60
				Vendor 07689 - CYNTHIA GREEN Total:	35.20
Vendor: 00404 - DAS STATE ACCOUNTING-CENTRAL FINANCE					
Fund: 111 - GENERAL					
TELEPHONES, LONG DISTANC	TELEPHONE				12.93
Monthly Long Distance	TELEPHONE				6.34
Monthly Long Distance	TELEPHONE				1.80
Monthly Long Distance	TELEPHONE				4.50
Monthly Long Distance	TELEPHONE				1.34
Monthly Long Distance	TELEPHONE				0.94
Monthly Long Distance	TELEPHONE				15.27
Monthly Long Distance	TELEPHONE				14.57
Monthly Long Distance	TELEPHONE				50.29
Monthly Long Distance	TELEPHONE				11.30
Monthly Long Distance	TELEPHONE				2.35
Monthly Long Distance	TELEPHONE				2.35
				Fund 111 - GENERAL Total:	123.98
Fund: 212 - TRANSPORTATION					
Monthly Long Distance	TELEPHONE				6.70
				Fund 212 - TRANSPORTATION Total:	6.70
Fund: 213 - CEMETERY					
Monthly Long Distance	TELEPHONE				11.30
				Fund 213 - CEMETERY Total:	11.30
Fund: 621 - ENVIRONMENTAL SERVICES					
Monthly Long Distance	TELEPHONE				2.90
				Fund 621 - ENVIRONMENTAL SERVICES Total:	2.90
Fund: 631 - WASTEWATER					
Monthly Long Distance	TELEPHONE				4.12
				Fund 631 - WASTEWATER Total:	4.12
Fund: 641 - WATER					
Monthly Long Distance	TELEPHONE				2.84
				Fund 641 - WATER Total:	2.84
Fund: 661 - STORMWATER					
Monthly Long Distance	TELEPHONE				2.31
				Fund 661 - STORMWATER Total:	2.31
Fund: 721 - GIS SERVICES					
Monthly Long Distance	TELEPHONE				0.73
				Fund 721 - GIS SERVICES Total:	0.73
				Vendor 00404 - DAS STATE ACCOUNTING-CENTRAL FINANCE Total:	154.88
Vendor: 00311 - DICKINSON, CINDY					
Fund: 111 - GENERAL					
MUNI CLERKS CONF	SCHOOL & CONFERENCE				44.86
				Fund 111 - GENERAL Total:	44.86
				Vendor 00311 - DICKINSON, CINDY Total:	44.86
Vendor: 09741 - DIEDRICH JORDAN					
Fund: 212 - TRANSPORTATION					
MEAL EXPENSE - CONFERENC	SCHOOL & CONFERENCE				24.00
				Fund 212 - TRANSPORTATION Total:	24.00
				Vendor 09741 - DIEDRICH JORDAN Total:	24.00

Expense Approval Report

Post Dates: 03/21/2017 - 04/03/2017

Description (Payable)	Account Name	(None)	(None)	(None)	Amount
Vendor: 07421 - DUANE E. WOHLERS					
Fund: 621 - ENVIRONMENTAL SERVICES					
disposal fees	DISPOSAL FEES				450.00
Fund 621 - ENVIRONMENTAL SERVICES Total:					450.00
Vendor 07421 - DUANE E. WOHLERS Total:					450.00
Vendor: 05311 - ELXSI					
Fund: 631 - WASTEWATER					
CONTRACTUAL SVC	CONTRACTUAL SERVICES				2,450.00
Fund 631 - WASTEWATER Total:					2,450.00
Vendor 05311 - ELXSI Total:					2,450.00
Vendor: 03950 - ENERGY LABORATORIES, INC					
Fund: 641 - WATER					
SAMPLES	SAMPLES				135.00
Fund 641 - WATER Total:					135.00
Vendor 03950 - ENERGY LABORATORIES, INC Total:					135.00
Vendor: 09751 - FAIRBANKS SCALES INC					
Fund: 631 - WASTEWATER					
DEPT SUP	DEPARTMENT SUPPLIES				417.46
Fund 631 - WASTEWATER Total:					417.46
Vendor 09751 - FAIRBANKS SCALES INC Total:					417.46
Vendor: 07574 - FAT BOYS TIRE AND AUTO					
Fund: 725 - CENTRAL GARAGE					
equip mtnc	EQUIPMENT MAINTENANCE				363.00
equip mtnc	EQUIPMENT MAINTENANCE				48.00
Fund 725 - CENTRAL GARAGE Total:					411.00
Vendor 07574 - FAT BOYS TIRE AND AUTO Total:					411.00
Vendor: 00548 - FEDERAL EXPRESS CORPORATION					
Fund: 111 - GENERAL					
RETURNED TRUCK SEATS - PA	VEHICLE MAINTENANCE				230.66
Fund 111 - GENERAL Total:					230.66
Fund: 641 - WATER					
POSTAGE	POSTAGE				95.06
Fund 641 - WATER Total:					95.06
Vendor 00548 - FEDERAL EXPRESS CORPORATION Total:					325.72
Vendor: 00794 - FLOYD'S TRUCK CENTER, INC					
Fund: 725 - CENTRAL GARAGE					
equip mtnc	EQUIPMENT MAINTENANCE				179.98
equip mtnc	EQUIPMENT MAINTENANCE				77.27
equip mtnc	EQUIPMENT MAINTENANCE				79.40
equip mtnc	EQUIPMENT MAINTENANCE				20.62
Fund 725 - CENTRAL GARAGE Total:					357.27
Vendor 00794 - FLOYD'S TRUCK CENTER, INC Total:					357.27
Vendor: 00022 - GENERAL ELECTRIC CAPITAL CORPORATION					
Fund: 111 - GENERAL					
Department supplies	DEPARTMENT SUPPLIES				35.82
department supplies	DEPARTMENT SUPPLIES				47.88
Department supplies	DEPARTMENT SUPPLIES				41.23
Department supplies	DEPARTMENT SUPPLIES				5.76
Dep. sup.	DEPARTMENT SUPPLIES				-6.44
Dep. sup.	DEPARTMENT SUPPLIES				45.76
Department supplies	DEPARTMENT SUPPLIES				107.12
Dep. sup. & prgms	DEPARTMENT SUPPLIES				19.81
Dep. sup. & prgms	PROGRAMMING				65.44
EQUIP MAINT/CIP-PATROL CA	EQUIPMENT MAINTENANCE				29.82
Fund 111 - GENERAL Total:					392.20

Expense Approval Report

Post Dates: 03/21/2017 - 04/03/2017

Description (Payable)	Account Name	(None)	(None)	(None)	Amount
Fund: 215 - SPECIAL PROJECTS					
CAR SEATS	DEPARTMENT SUPPLIES				89.96
				Fund 215 - SPECIAL PROJECTS Total:	89.96
Fund: 218 - PUBLIC SAFETY					
EQUIP MAINT/CIP-PATROL CA	EQUIPMENT				89.96
				Fund 218 - PUBLIC SAFETY Total:	89.96
Fund: 641 - WATER					
DEPT SUP	DEPARTMENT SUPPLIES				194.39
				Fund 641 - WATER Total:	194.39
				Vendor 00022 - GENERAL ELECTRIC CAPITAL CORPORATION Total:	766.51
Vendor: 06671 - H D SUPPLY WATERWORKS LTD					
Fund: 641 - WATER					
DEPT SUP	DEPARTMENT SUPPLIES				435.72
DEPT SUP	DEPARTMENT SUPPLIES				3,439.25
				Fund 641 - WATER Total:	3,874.97
				Vendor 06671 - H D SUPPLY WATERWORKS LTD Total:	3,874.97
Vendor: 00299 - HULLINGER GLASS & LOCKS INC.					
Fund: 111 - GENERAL					
LOCK FOR SHOP	BUILDING MAINTENANCE				736.50
file cabinet lock	EQUIPMENT MAINTENANCE				25.75
				Fund 111 - GENERAL Total:	762.25
				Vendor 00299 - HULLINGER GLASS & LOCKS INC. Total:	762.25
Vendor: 06423 - HYDROTEX PARTNERS, LTD					
Fund: 725 - CENTRAL GARAGE					
oil & antifreeze	OIL & ANTIFREEZE				2,948.68
				Fund 725 - CENTRAL GARAGE Total:	2,948.68
				Vendor 06423 - HYDROTEX PARTNERS, LTD Total:	2,948.68
Vendor: 00525 - IDEAL LAUNDRY AND CLEANERS, INC.					
Fund: 111 - GENERAL					
RIVERSIDE RESTROOM	JANITORIAL SUPPLIES				107.79
LACY	JANITORIAL SUPPLIES				86.70
RIVERSIDE CAMPGROUND	JANITORIAL SUPPLIES				48.87
Jan. sup.	JANITORIAL SUPPLIES				87.36
LINERS	JANITORIAL SUPPLIES				29.29
LINERS	JANITORIAL SUPPLIES				58.58
				Fund 111 - GENERAL Total:	418.59
Fund: 212 - TRANSPORTATION					
SUPP - MATS, TOWELS	DEPARTMENT SUPPLIES				24.62
SUPP - MATS, TOWELS	DEPARTMENT SUPPLIES				24.51
				Fund 212 - TRANSPORTATION Total:	49.13
Fund: 213 - CEMETERY					
MATS	CONTRACTUAL SERVICES				10.90
				Fund 213 - CEMETERY Total:	10.90
Fund: 621 - ENVIRONMENTAL SERVICES					
dept supplies	DEPARTMENT SUPPLIES				62.93
				Fund 621 - ENVIRONMENTAL SERVICES Total:	62.93
Fund: 641 - WATER					
CONTRACTUAL SVC	CONTRACTUAL SERVICES				32.76
				Fund 641 - WATER Total:	32.76
Fund: 725 - CENTRAL GARAGE					
dept supplies	DEPARTMENT SUPPLIES				34.79
dept supplies	DEPARTMENT SUPPLIES				34.63
				Fund 725 - CENTRAL GARAGE Total:	69.42
				Vendor 00525 - IDEAL LAUNDRY AND CLEANERS, INC. Total:	643.73

Expense Approval Report

Post Dates: 03/21/2017 - 04/03/2017

Description (Payable)	Account Name	(None)	(None)	(None)	Amount
Vendor: 00937 - INDEPENDENT PLUMBING AND HEATING, INC					
Fund: 111 - GENERAL					
DEP SUPP	DEPARTMENT SUPPLIES				7.29
FRANK PARK RESTROOM	BUILDING MAINTENANCE				4.60
RIVERSIDE	BUILDING MAINTENANCE				24.79
FRANK PARK RR	BUILDING MAINTENANCE				33.38
FRANK PARK RR	BUILDING MAINTENANCE				0.79
CAMPGROUND	BUILDING MAINTENANCE				29.26
FRANK PARK RR	BUILDING MAINTENANCE				6.19
Fund 111 - GENERAL Total:					106.30
Vendor 00937 - INDEPENDENT PLUMBING AND HEATING, INC Total:					106.30
Vendor: 00954 - INFO USA MARKETING					
Fund: 111 - GENERAL					
POLK DIRECTORIES	DEPARTMENT SUPPLIES				355.00
Fund 111 - GENERAL Total:					355.00
Fund: 212 - TRANSPORTATION					
POLK DIRECTORIES	DEPARTMENT SUPPLIES				355.00
Fund 212 - TRANSPORTATION Total:					355.00
Vendor 00954 - INFO USA MARKETING Total:					710.00
Vendor: 09291 - INGRAM LIBRARY SERVICES INC					
Fund: 111 - GENERAL					
Bks	BOOKS				53.51
DVDs	AUDIOVISUAL SUPPLIES				75.86
Fund 111 - GENERAL Total:					129.37
Vendor 09291 - INGRAM LIBRARY SERVICES INC Total:					129.37
Vendor: 04468 - JAMES BORNSCHLEGL					
Fund: 111 - GENERAL					
EQUIP MAINT	EQUIPMENT MAINTENANCE				34.98
Fund 111 - GENERAL Total:					34.98
Vendor 04468 - JAMES BORNSCHLEGL Total:					34.98
Vendor: 08067 - JOHN DEERE FINANCIAL					
Fund: 111 - GENERAL					
AUGER PARTS	EQUIPMENT MAINTENANCE				41.12
Fund 111 - GENERAL Total:					41.12
Vendor 08067 - JOHN DEERE FINANCIAL Total:					41.12
Vendor: 09474 - JOHN DEERE FINANCIAL					
Fund: 111 - GENERAL					
RENTAL TRACTOR - PARKS	CONTRACTUAL SERVICES				1,170.00
Fund 111 - GENERAL Total:					1,170.00
Vendor 09474 - JOHN DEERE FINANCIAL Total:					1,170.00
Vendor: 09756 - JORDAN COLWELL					
Fund: 111 - GENERAL					
P3 CONFERENCE	SCHOOL & CONFERENCE				185.93
Fund 111 - GENERAL Total:					185.93
Vendor 09756 - JORDAN COLWELL Total:					185.93
Vendor: 09371 - KIRK BERNHARDT					
Fund: 111 - GENERAL					
UMPIRE CONTRACT	CONTRACTUAL SERVICES				800.00
Fund 111 - GENERAL Total:					800.00
Vendor 09371 - KIRK BERNHARDT Total:					800.00
Vendor: 09747 - KNOW HOW LLC					
Fund: 212 - TRANSPORTATION					
FILTERS FOR EQUIPMENT	EQUIPMENT MAINTENANCE				37.46

Expense Approval Report

Post Dates: 03/21/2017 - 04/03/2017

Description (Payable)	Account Name	(None)	(None)	(None)	Amount
AIR FILTER FOR DUMP TRUCK	VEHICLE MAINTENANCE				9.67
Fund 212 - TRANSPORTATION Total:					47.13
Fund: 621 - ENVIRONMENTAL SERVICES					
dept supplies	DEPARTMENT SUPPLIES				25.05
Fund 621 - ENVIRONMENTAL SERVICES Total:					25.05
Fund: 725 - CENTRAL GARAGE					
equip mtnc	EQUIPMENT MAINTENANCE				6.28
equip mtnc	EQUIPMENT MAINTENANCE				9.60
equip mtnc	EQUIPMENT MAINTENANCE				12.96
equip mtnc	EQUIPMENT MAINTENANCE				3.78
equip mtnc	EQUIPMENT MAINTENANCE				8.24
equip mtnc	EQUIPMENT MAINTENANCE				56.60
equip mtnc	EQUIPMENT MAINTENANCE				11.49
equip mtnc	EQUIPMENT MAINTENANCE				4.29
equip mtnc	EQUIPMENT MAINTENANCE				20.27
equip mtnc	EQUIPMENT MAINTENANCE				22.14
vehicle mtnc	VEHICLE MAINTENANCE				9.09
equip mtnc	EQUIPMENT MAINTENANCE				16.09
equip mtnc	EQUIPMENT MAINTENANCE				8.29
equip mtnc	EQUIPMENT MAINTENANCE				18.27
equip mtnc	EQUIPMENT MAINTENANCE				146.12
equip mtnc	EQUIPMENT MAINTENANCE				100.32
equip mtnc	EQUIPMENT MAINTENANCE				22.74
equip mtnc	EQUIPMENT MAINTENANCE				27.40
dept supplies	DEPARTMENT SUPPLIES				18.70
equip mtnc	EQUIPMENT MAINTENANCE				27.12
equip mtnc	EQUIPMENT MAINTENANCE				9.76
equip mtnc	EQUIPMENT MAINTENANCE				29.77
dept supplies	DEPARTMENT SUPPLIES				23.94
equip mtnc	EQUIPMENT MAINTENANCE				3.24
Fund 725 - CENTRAL GARAGE Total:					616.50
Vendor 09747 - KNOW HOW LLC Total:					688.68
Vendor: 00639 - KRIZ-DAVIS COMPANY					
Fund: 212 - TRANSPORTATION					
SUPP - CONNECTOR & COND	DEPARTMENT SUPPLIES				21.59
CONDUIT	DEPARTMENT SUPPLIES				1.54
Fund 212 - TRANSPORTATION Total:					23.13
Fund: 621 - ENVIRONMENTAL SERVICES					
bldg mtnc	BUILDING MAINTENANCE				120.12
Fund 621 - ENVIRONMENTAL SERVICES Total:					120.12
Vendor 00639 - KRIZ-DAVIS COMPANY Total:					143.25
Vendor: 08407 - LANDAUER, INC					
Fund: 111 - GENERAL					
EQUIP MAINT	EQUIPMENT MAINTENANCE				69.45
Fund 111 - GENERAL Total:					69.45
Vendor 08407 - LANDAUER, INC Total:					69.45
Vendor: 04892 - LEAGUE ASSOCIATION OF RISK MANAGEMENT					
Fund: 111 - GENERAL					
PD - 2 SUVs	VEHICLE INSURANCE				812.91
Fund 111 - GENERAL Total:					812.91
Vendor 04892 - LEAGUE ASSOCIATION OF RISK MANAGEMENT Total:					812.91
Vendor: 00242 - M.C. SCHAFF & ASSOCIATES, INC					
Fund: 641 - WATER					
ENGINEERING	ENGINEERING/DESIGN				8,814.50
Fund 641 - WATER Total:					8,814.50
Vendor 00242 - M.C. SCHAFF & ASSOCIATES, INC Total:					8,814.50

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Description (Payable)	Account Name	(None)	(None)	(None)	Amount
Vendor: 07838 - MAILFINANCE INC					
Fund: 111 - GENERAL					
POSTAGE METER LEASE	RENT-MACHINES				148.76
Fund 111 - GENERAL Total:					148.76
Vendor 07838 - MAILFINANCE INC Total:					148.76
Vendor: 08317 - MATHESON TRI-GAS INC					
Fund: 111 - GENERAL					
Testing final 8 dive bottles	EQUIPMENT MAINTENANCE				200.00
Fund 111 - GENERAL Total:					200.00
Vendor 08317 - MATHESON TRI-GAS INC Total:					200.00
Vendor: 07628 - MENARDS, INC					
Fund: 111 - GENERAL					
RIVERSIDE RESTROOM	BUILDING MAINTENANCE				9.78
RIVERSIDE RESTROOM	BUILDING MAINTENANCE				73.56
LACY RESTROOM	BUILDING MAINTENANCE				16.64
RIVERSIDE RR	BUILDING MAINTENANCE				35.93
RIVERSIDE RR	BUILDING MAINTENANCE				11.76
Fund 111 - GENERAL Total:					147.67
Fund: 212 - TRANSPORTATION					
SUPP - SPRAYER	DEPARTMENT SUPPLIES				14.97
SUPP - FLEX CPLG	DEPARTMENT SUPPLIES				4.19
SUPP - TERMINALS, BIT SET	DEPARTMENT SUPPLIES				31.83
Fund 212 - TRANSPORTATION Total:					50.99
Fund: 621 - ENVIRONMENTAL SERVICES					
dept supplies	DEPARTMENT SUPPLIES				11.04
Fund 621 - ENVIRONMENTAL SERVICES Total:					11.04
Fund: 641 - WATER					
DEPT SUP	DEPARTMENT SUPPLIES				3.47
Fund 641 - WATER Total:					3.47
Vendor 07628 - MENARDS, INC Total:					213.17
Vendor: 00844 - MIRACLE RECREATION EQUIPMENT					
Fund: 223 - KENO					
RIVERSIDE POND - TRACY FOR	DEPARTMENT SUPPLIES				544.27
Fund 223 - KENO Total:					544.27
Vendor 00844 - MIRACLE RECREATION EQUIPMENT Total:					544.27
Vendor: 07788 - MUNICIPAL EMERGENCY SERVICES INC					
Fund: 225 - MUTUAL FIRE					
five FF helmets	DEPARTMENT SUPPLIES				1,506.88
Fund 225 - MUTUAL FIRE Total:					1,506.88
Vendor 07788 - MUNICIPAL EMERGENCY SERVICES INC Total:					1,506.88
Vendor: 08083 - NE COLORADO CELLULAR, INC					
Fund: 631 - WASTEWATER					
CONTRACTUAL SVC	CONTRACTUAL SERVICES				16.38
Fund 631 - WASTEWATER Total:					16.38
Fund: 641 - WATER					
CONTRACTUAL SVC	CONTRACTUAL SERVICES				59.12
Fund 641 - WATER Total:					59.12
Vendor 08083 - NE COLORADO CELLULAR, INC Total:					75.50
Vendor: 00881 - NE DEPT OF MOTOR VEHICLES					
Fund: 111 - GENERAL					
LEGAL FEES	LEGAL FEES				6.60
LEGAL FEES	LEGAL FEES				6.60
LEGAL FEES	LEGAL FEES				6.60
LEGAL FEES	LEGAL FEES				6.60
LEGAL FEES	LEGAL FEES				6.60

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Description (Payable)	Account Name	(None)	(None)	(None)	Amount
LEGAL FEES	LEGAL FEES				6.60
LEGAL FEES	LEGAL FEES				6.60
LEGAL FEES	LEGAL FEES				6.60
LEGAL FEES	LEGAL FEES				6.60
LEGAL FEES	LEGAL FEES				6.60
Fund 111 - GENERAL Total:					66.00
Vendor 00881 - NE DEPT OF MOTOR VEHICLES Total:					66.00
Vendor: 02509 - NE MOSQUITO & VECTOR CONTROL ASSN.					
Fund: 212 - TRANSPORTATION					
2 MEN ATTEND WORKSHOP	SCHOOL & CONFERENCE				95.00
Fund 212 - TRANSPORTATION Total:					95.00
Vendor 02509 - NE MOSQUITO & VECTOR CONTROL ASSN. Total:					95.00
Vendor: 00578 - NEBRASKA PUBLIC POWER DISTRICT					
Fund: 631 - WASTEWATER					
ELECTRIC	ELECTRIC POWER				173.37
ELECTRIC	ELECTRIC POWER				14,222.29
Fund 631 - WASTEWATER Total:					14,395.66
Fund: 641 - WATER					
ELECTRIC	ELECTRIC POWER				3,953.62
ELECTRIC	ELECTRIC POWER				1,688.21
Fund 641 - WATER Total:					5,641.83
Vendor 00578 - NEBRASKA PUBLIC POWER DISTRICT Total:					20,037.49
Vendor: 09555 - NELSON TRENT					
Fund: 725 - CENTRAL GARAGE					
dept supplies	DEPARTMENT SUPPLIES				490.30
Fund 725 - CENTRAL GARAGE Total:					490.30
Vendor 09555 - NELSON TRENT Total:					490.30
Vendor: 09487 - NEWMAN, TIMOTHY					
Fund: 111 - GENERAL					
TRAVEL, MEALS	SCHOOL & CONFERENCE				51.00
TRAVEL - MEALS	SCHOOL & CONFERENCE				39.00
Fund 111 - GENERAL Total:					90.00
Vendor 09487 - NEWMAN, TIMOTHY Total:					90.00
Vendor: 00139 - NORTHWEST PIPE FITTINGS, INC. OF SCOTTSBLUFF					
Fund: 111 - GENERAL					
CAMPGROUND SUPPLIES	GROUPS MAINTENANCE				59.61
CAMPGROUND HYDRANT	GROUPS MAINTENANCE				28.18
CAMPGROUND HYDRANT	GROUPS MAINTENANCE				19.75
CAMPGROUND SUPPLIES	GROUPS MAINTENANCE				37.15
CLEVELAND FIELD SUPPLIES	GROUPS MAINTENANCE				31.95
GASKET	BUILDING MAINTENANCE				3.26
Fund 111 - GENERAL Total:					179.90
Vendor 00139 - NORTHWEST PIPE FITTINGS, INC. OF SCOTTSBLUFF Total:					179.90
Vendor: 00550 - PANHANDLE COOPERATIVE ASSOCIATION					
Fund: 111 - GENERAL					
GAS	GASOLINE				41.21
GAS	GASOLINE				44.48
GAS/DIESEL	GASOLINE				16.90
GAS/DIESEL	OTHER FUEL				111.18
GAS	GASOLINE				46.35
GAS/DIESEL	GASOLINE				44.38
GAS/DIESEL	OTHER FUEL				28.28
GAS	GASOLINE				45.41
GAS	GASOLINE				43.68
GAS	GASOLINE				39.90
GAS	GASOLINE				27.82

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Description (Payable)	Account Name	(None)	(None)	(None)	Amount
GAS	GASOLINE				39.50
GAS	GASOLINE				52.45
GAS	GASOLINE				15.02
GAS	GASOLINE				47.31
GAS	GASOLINE				42.60
FUEL	GASOLINE				38.47
DIESEL	OTHER FUEL				11.07
FUEL	GASOLINE				52.86
FUEL	GASOLINE				46.51
FUEL	GASOLINE				33.13
FUEL	GASOLINE				58.59
FUEL	GASOLINE				31.76
Fund 111 - GENERAL Total:					958.86
Fund: 213 - CEMETERY					
FUEL	GASOLINE				32.90
Fund 213 - CEMETERY Total:					32.90
Vendor 00550 - PANHANDLE COOPERATIVE ASSOCIATION Total:					991.76
Vendor: 00487 - PANHANDLE ENVIRONMENTAL SERVICES INC					
Fund: 641 - WATER					
SAMPLES	SAMPLES				90.00
SAMPLES	SAMPLES				72.00
SAMPLES	SAMPLES				72.00
Fund 641 - WATER Total:					234.00
Vendor 00487 - PANHANDLE ENVIRONMENTAL SERVICES INC Total:					234.00
Vendor: 00017 - PANHANDLE HUMANE SOCIETY					
Fund: 111 - GENERAL					
APRIL 2017 CONTRACTUAL	CONTRACTUAL SERVICES				5,023.88
Fund 111 - GENERAL Total:					5,023.88
Vendor 00017 - PANHANDLE HUMANE SOCIETY Total:					5,023.88
Vendor: 04494 - PAUL REED CONSTRUCTION & SUPPLY, INC					
Fund: 621 - ENVIRONMENTAL SERVICES					
dept supplies	DEPARTMENT SUPPLIES				191.52
dept supplies	DEPARTMENT SUPPLIES				200.80
dept supplies	DEPARTMENT SUPPLIES				181.92
dept supplies	DEPARTMENT SUPPLIES				198.08
dept supplies	DEPARTMENT SUPPLIES				224.00
dept supplies	DEPARTMENT SUPPLIES				152.80
Fund 621 - ENVIRONMENTAL SERVICES Total:					1,149.12
Vendor 04494 - PAUL REED CONSTRUCTION & SUPPLY, INC Total:					1,149.12
Vendor: 04239 - PUBLIC SAFETY CENTER, INC					
Fund: 111 - GENERAL					
three safety lights	DEPARTMENT SUPPLIES				289.10
Fund 111 - GENERAL Total:					289.10
Vendor 04239 - PUBLIC SAFETY CENTER, INC Total:					289.10
Vendor: 04216 - RAMADA INN-KEARNEY					
Fund: 111 - GENERAL					
ROOM - SCHOOL/CONFERENCE	SCHOOL & CONFERENCE				375.00
Fund 111 - GENERAL Total:					375.00
Vendor 04216 - RAMADA INN-KEARNEY Total:					375.00
Vendor: 01502 - REAMS SPRINKLER SUPPLY CO.					
Fund: 111 - GENERAL					
REPAIRS - SOCCER FIELDS	GROUNDS MAINTENANCE				722.36
Fund 111 - GENERAL Total:					722.36
Vendor 01502 - REAMS SPRINKLER SUPPLY CO. Total:					722.36

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Description (Payable)	Account Name	(None)	(None)	(None)	Amount
Vendor: 04089 - REGIONAL CARE INC					
Fund: 812 - HEALTH INSURANCE					
HEALTH INS. PREMIUM - APRI	PREMIUM EXPENSE				39,152.21
3/24/17 CLAIMS	CLAIMS EXPENSE				10,341.75
3/28 FLEX	FLEXIBLE BENFT EXPENSES				460.00
3/31 CLAIMS	CLAIMS EXPENSE				26,267.79
Fund 812 - HEALTH INSURANCE Total:					76,221.75
Vendor 04089 - REGIONAL CARE INC Total:					76,221.75
Vendor: 08204 - RIVERSIDE ZOOLOGICAL FOUNDATION					
Fund: 111 - GENERAL					
2ND QTR 2017 CONTRACTUA	CONTRACTUAL SERVICES				87,500.00
Fund 111 - GENERAL Total:					87,500.00
Vendor 08204 - RIVERSIDE ZOOLOGICAL FOUNDATION Total:					87,500.00
Vendor: 03671 - SCHAEFFER MANUFACTURING COMPANY					
Fund: 111 - GENERAL					
CITROL	DEPARTMENT SUPPLIES				235.74
Fund 111 - GENERAL Total:					235.74
Vendor 03671 - SCHAEFFER MANUFACTURING COMPANY Total:					235.74
Vendor: 01271 - SCOTTSBLUFF SCREENPRINTING & EMBROIDERY, LLC					
Fund: 111 - GENERAL					
LENGTH OF SERVICE AWARDS	DEPARTMENT SUPPLIES				24.50
LENGTH OF SERVICE AWARDS	DEPARTMENT SUPPLIES				73.50
LENGTH OF SERVICE AWARDS	DEPARTMENT SUPPLIES				76.00
EXCELLENCE IN PUBL.SERV. -	DEPARTMENT SUPPLIES				60.00
Fund 111 - GENERAL Total:					234.00
Fund: 212 - TRANSPORTATION					
LENGTH OF SERVICE AWARDS	DEPARTMENT SUPPLIES				31.00
Fund 212 - TRANSPORTATION Total:					31.00
Fund: 621 - ENVIRONMENTAL SERVICES					
LENGTH OF SERVICE AWARDS	DEPARTMENT SUPPLIES				31.00
Fund 621 - ENVIRONMENTAL SERVICES Total:					31.00
Fund: 631 - WASTEWATER					
LENGTH OF SERVICE AWARDS	DEPARTMENT SUPPLIES				66.00
Fund 631 - WASTEWATER Total:					66.00
Fund: 641 - WATER					
LENGTH OF SERVICE AWARDS	DEPARTMENT SUPPLIES				45.00
Fund 641 - WATER Total:					45.00
Vendor 01271 - SCOTTSBLUFF SCREENPRINTING & EMBROIDERY, LLC Total:					407.00
Vendor: 00108 - SCOTTSBLUFF WINSUPPLY COMPANY					
Fund: 111 - GENERAL					
HYDRANT	GROUNDS MAINTENANCE				117.07
Fund 111 - GENERAL Total:					117.07
Vendor 00108 - SCOTTSBLUFF WINSUPPLY COMPANY Total:					117.07
Vendor: 00786 - SHERWIN WILLIAMS					
Fund: 111 - GENERAL					
SKATE PARK VANDALISM	GROUNDS MAINTENANCE				93.62
Fund 111 - GENERAL Total:					93.62
Vendor 00786 - SHERWIN WILLIAMS Total:					93.62
Vendor: 01031 - SIMON CONTRACTORS					
Fund: 212 - TRANSPORTATION					
CONCRETE FOR CURB REPAIR	STREET MAINTENANCE				338.00
CONCRTE FOR STREET REPAIR	STREET MAINTENANCE				556.50
CONCRETE FOR STREET REPAI	STREET MAINTENANCE				1,166.00
BASE GRAVEL	STREET REPAIR SUPPLIES				383.60
Fund 212 - TRANSPORTATION Total:					2,444.10

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Description (Payable)	Account Name	(None)	(None)	(None)	Amount
Fund: 641 - WATER					
DEPT SUP	DEPARTMENT SUPPLIES				333.84
DEPT SUP	DEPARTMENT SUPPLIES				365.24
Fund 641 - WATER Total:					699.08
Vendor 01031 - SIMON CONTRACTORS Total:					3,143.18
Vendor: 00513 - SNELL SERVICES INC.					
Fund: 631 - WASTEWATER					
EQUIP MAINT	EQUIPMENT MAINTENANCE				150.00
Fund 631 - WASTEWATER Total:					150.00
Vendor 00513 - SNELL SERVICES INC. Total:					150.00
Vendor: 00054 - STATE HEALTH LAB					
Fund: 641 - WATER					
SAMPLES	SAMPLES				386.00
Fund 641 - WATER Total:					386.00
Vendor 00054 - STATE HEALTH LAB Total:					386.00
Vendor: 01578 - THOMPSON GLASS, INC					
Fund: 111 - GENERAL					
CLEVELAND FIELD	BUILDING MAINTENANCE				616.65
Fund 111 - GENERAL Total:					616.65
Vendor 01578 - THOMPSON GLASS, INC Total:					616.65
Vendor: 07537 - TRANS IOWA EQUIPMENT LLC					
Fund: 631 - WASTEWATER					
EQUIP MAINT	EQUIPMENT MAINTENANCE				427.84
EQUIP MAINT	EQUIPMENT MAINTENANCE				7.76
Fund 631 - WASTEWATER Total:					435.60
Vendor 07537 - TRANS IOWA EQUIPMENT LLC Total:					435.60
Vendor: 08821 - TYLER TECHNOLOGIES, INC					
Fund: 111 - GENERAL					
ONLINE UB	CONTRACTUAL SERVICES				87.00
Fund 111 - GENERAL Total:					87.00
Fund: 621 - ENVIRONMENTAL SERVICES					
ONLINE UB	CONTRACTUAL SERVICES				87.00
Fund 621 - ENVIRONMENTAL SERVICES Total:					87.00
Fund: 631 - WASTEWATER					
ONLINE UB	CONTRACTUAL SERVICES				87.00
Fund 631 - WASTEWATER Total:					87.00
Fund: 641 - WATER					
ONLINE UB	CONTRACTUAL SERVICES				87.00
Fund 641 - WATER Total:					87.00
Vendor 08821 - TYLER TECHNOLOGIES, INC Total:					348.00
Vendor: 09757 - TYLER WEBBER					
Fund: 111 - GENERAL					
SCHOOLS & CONF	SCHOOL & CONFERENCE				525.00
Fund 111 - GENERAL Total:					525.00
Vendor 09757 - TYLER WEBBER Total:					525.00
Vendor: 00195 - UNITED STATES WELDING, INC					
Fund: 212 - TRANSPORTATION					
WELD. SUPP - ACET & OXYGE	DEPARTMENT SUPPLIES				108.65
Fund 212 - TRANSPORTATION Total:					108.65
Vendor 00195 - UNITED STATES WELDING, INC Total:					108.65
Vendor: 08828 - US BANK					
Fund: 111 - GENERAL					
EMT Parrish-JH card	MEMBERSHIPS				15.00
Two FF registrations 8.26.17-J	SCHOOL & CONFERENCE				212.98

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Description (Payable)	Account Name	(None)	(None)	(None)	Amount
Gabis name tag-JH card	UNIFORMS & CLOTHING				10.00
EMT Levick-JH card	MEMBERSHIPS				15.00
SCHOOLS & CONF	SCHOOL & CONFERENCE				11.25
GASOLINE	GASOLINE				34.59
GASOLINE	GASOLINE				23.11
two boxes of Lancets-JH card	DEPARTMENT SUPPLIES				64.29
Pgrms	PROGRAMMING				352.71
GASOLINE	GASOLINE				19.02
fuel in U-7 Kearney meetings-	GASOLINE				66.17
GASOLINE	GASOLINE				24.17
SCHOOLS & CONF	SCHOOL & CONFERENCE				84.00
SCHOOLS & CONF	SCHOOL & CONFERENCE				84.00
Fund 111 - GENERAL Total:					<u>1,016.29</u>
Vendor 08828 - US BANK Total:					<u>1,016.29</u>

Vendor: 03683 - WIN INVESTMENTS INC

Fund: 641 - WATER

SCHOOLS & CONF	SCHOOL & CONFERENCE				27.08
SCHOOLS & CONF	SCHOOL & CONFERENCE				189.90
Fund 641 - WATER Total:					<u>216.98</u>
Vendor 03683 - WIN INVESTMENTS INC Total:					<u>216.98</u>

Vendor: 03379 - ZM LUMBER INC

Fund: 111 - GENERAL

RIVERSIDE DOCK	GROUNDS MAINTENANCE				10.48
Fund 111 - GENERAL Total:					<u>10.48</u>
Vendor 03379 - ZM LUMBER INC Total:					<u>10.48</u>
Grand Total:					<u><u>298,698.92</u></u>

Report Summary

Fund Summary

Fund	Expense Amount
111 - GENERAL	112,815.01
211 - REGIONAL LIBRARY	235.00
212 - TRANSPORTATION	4,907.47
213 - CEMETERY	55.10
215 - SPECIAL PROJECTS	89.96
218 - PUBLIC SAFETY	55,589.96
223 - KENO	544.27
225 - MUTUAL FIRE	1,506.88
621 - ENVIRONMENTAL SERVICES	2,430.81
631 - WASTEWATER	18,039.82
641 - WATER	21,109.19
661 - STORMWATER	2.31
721 - GIS SERVICES	0.73
725 - CENTRAL GARAGE	5,150.66
812 - HEALTH INSURANCE	76,221.75
Grand Total:	298,698.92

Account Summary

Account Number	Account Name	Expense Amount
111-52111-141	DEPARTMENT SUPPLIES	727.39
111-52111-142	DEPARTMENT SUPPLIES	245.19
111-52111-151	DEPARTMENT SUPPLIES	898.49
111-52111-171	DEPARTMENT SUPPLIES	3,496.12
111-52111-172	DEPARTMENT SUPPLIES	17.99
111-52121-141	JANITORIAL SUPPLIES	23.81
111-52121-142	JANITORIAL SUPPLIES	23.82
111-52121-151	JANITORIAL SUPPLIES	87.36
111-52121-171	JANITORIAL SUPPLIES	331.23
111-52181-141	UNIFORMS & CLOTHING	10.00
111-52221-151	AUDIOVISUAL SUPPLIES	280.45
111-52222-151	BOOKS	353.64
111-52223-151	PROGRAMMING	418.15
111-52311-141	MEMBERSHIPS	30.00
111-52511-141	GASOLINE	66.17
111-52511-142	GASOLINE	100.89
111-52511-171	GASOLINE	808.33
111-52521-171	OTHER FUEL	150.53
111-53111-116	CONTRACTUAL SERVICE	87.00
111-53111-142	CONTRACTUAL SERVICE	5,023.88
111-53111-171	CONTRACTUAL SERVICE	1,170.00
111-53111-172	CONTRACTUAL SERVICE	88,300.00
111-53211-142	LEGAL FEES	66.00
111-53421-111	BUILDING MAINTENANC	99.50
111-53421-141	BUILDING MAINTENANC	10.75
111-53421-142	BUILDING MAINTENANC	10.75
111-53421-171	BUILDING MAINTENANC	1,603.09
111-53421-172	BUILDING MAINTENANC	144.18
111-53441-141	EQUIPMENT MAINTENA	225.75
111-53441-142	EQUIPMENT MAINTENA	134.25
111-53441-171	EQUIPMENT MAINTENA	66.95
111-53451-171	VEHICLE MAINTENANCE	230.66
111-53471-171	GROUNDS MAINTENAN	1,120.17
111-53521-111	HEATING FUEL	311.23
111-53521-141	HEATING FUEL	227.94
111-53521-142	HEATING FUEL	349.44
111-53521-151	HEATING FUEL	284.75
111-53521-171	HEATING FUEL	423.66

Account Summary

Account Number	Account Name	Expense Amount
111-53521-172	HEATING FUEL	128.70
111-53561-111	TELEPHONE	6.34
111-53561-112	TELEPHONE	1.80
111-53561-114	TELEPHONE	4.50
111-53561-115	TELEPHONE	1.34
111-53561-116	TELEPHONE	0.94
111-53561-121	TELEPHONE	15.27
111-53561-141	TELEPHONE	14.57
111-53561-142	TELEPHONE	557.98
111-53561-143	TELEPHONE	12.93
111-53561-151	TELEPHONE	11.30
111-53561-171	TELEPHONE	2.35
111-53561-172	TELEPHONE	2.35
111-53631-111	RENT-MACHINES	148.76
111-53711-113	SCHOOL & CONFERENCE	718.00
111-53711-114	SCHOOL & CONFERENCE	403.93
111-53711-115	SCHOOL & CONFERENCE	524.45
111-53711-121	SCHOOL & CONFERENCE	284.85
111-53711-141	SCHOOL & CONFERENCE	212.98
111-53711-142	SCHOOL & CONFERENCE	899.25
111-53711-143	SCHOOL & CONFERENCE	90.00
111-53841-142	VEHICLE INSURANCE	812.91
211-52221-151	AUDIOVISUAL SUPPLIES	129.07
211-52222-151	BOOKS	105.93
212-52111-212	DEPARTMENT SUPPLIES	716.72
212-52171-212	STREET REPAIR SUPPLIE	383.60
212-52521-212	OTHER FUEL	15.00
212-53441-212	EQUIPMENT MAINTENA	37.46
212-53451-212	VEHICLE MAINTENANCE	9.67
212-53491-212	STREET MAINTENANCE	2,060.50
212-53521-212	HEATING FUEL	1,558.82
212-53561-212	TELEPHONE	6.70
212-53711-212	SCHOOL & CONFERENCE	119.00
213-52511-213	GASOLINE	32.90
213-53111-213	CONTRACTUAL SERVICE	10.90
213-53561-213	TELEPHONE	11.30
215-52111-142	DEPARTMENT SUPPLIES	89.96
218-54411-142	EQUIPMENT	55,589.96
223-52111-171	DEPARTMENT SUPPLIES	544.27
225-52111-141	DEPARTMENT SUPPLIES	1,506.88
621-52111-621	DEPARTMENT SUPPLIES	1,372.20
621-53111-621	CONTRACTUAL SERVICE	87.00
621-53193-621	DISPOSAL FEES	450.00
621-53421-621	BUILDING MAINTENANC	120.12
621-53521-621	HEATING FUEL	398.59
621-53561-621	TELEPHONE	2.90
631-52111-631	DEPARTMENT SUPPLIES	501.06
631-53111-631	CONTRACTUAL SERVICE	2,553.38
631-53441-631	EQUIPMENT MAINTENA	585.60
631-53531-631	ELECTRIC POWER	14,395.66
631-53561-631	TELEPHONE	4.12
641-52111-641	DEPARTMENT SUPPLIES	5,257.58
641-52117-641	SAMPLES	755.00
641-52411-641	POSTAGE	95.06
641-53111-641	CONTRACTUAL SERVICE	178.88
641-53521-641	HEATING FUEL	146.52
641-53531-641	ELECTRIC POWER	5,641.83
641-53561-641	TELEPHONE	2.84

Account Summary

Account Number	Account Name	Expense Amount
641-53711-641	SCHOOL & CONFERENCE	216.98
641-54212-641	ENGINEERING/DESIGN	8,814.50
661-53561-661	TELEPHONE	2.31
721-53561-721	TELEPHONE	0.73
725-52111-725	DEPARTMENT SUPPLIES	602.36
725-52531-725	OIL & ANTIFREEZE	2,948.68
725-53441-725	EQUIPMENT MAINTENA	1,372.36
725-53451-725	VEHICLE MAINTENANCE	9.09
725-53521-725	HEATING FUEL	218.17
812-53861-112	PREMIUM EXPENSE	39,152.21
812-53862-112	CLAIMS EXPENSE	36,609.54
812-53863-112	FLEXIBLE BENFT EXPENS	460.00
	Grand Total:	298,698.92

Project Account Summary

Project Account Key	Expense Amount	
None	209,584.29	
2117753471	722.36	
2122852111	89.96	
2147853111	87,500.00	
6002053561	2.31	
7000853111	800.00	
	Grand Total:	298,698.92

Account #	Status	Contact	Service Address	Refund Amount
010-4929-04	Inactive	DASH MARKETING LLC	2805 AVE G SCOTTSBLUFF NE 69361	20.39
010-5551-08	Inactive	AARON L MCNEES	2006 AVE F SCOTTSBLUFF NE 69361	25.59
055-2915-09	Inactive	CHRISTINA D RED FEATHER	718 E 17TH SCOTTSBLUFF NE 69361	72.29
Total				
3				\$118.27

City of Scottsbluff, Nebraska

Monday, April 3, 2017

Regular Meeting

Item Reports1

Council to consider an Economic Development Assistance Agreement with Open Door Counseling and authorize the City Manager to execute the agreement as the Economic Development Program Administrator.

Staff Contact: Nathan Johnson, City Manager

ECONOMIC DEVELOPMENT ASSISTANCE AGREEMENT

This Agreement is made on April ____, 2017, between the City of Scottsbluff, Nebraska (the “City”) and Open Door Counseling, LLC. (the “Applicant”).

Recitals:

- a. The City has adopted an Economic Development Plan pursuant to the Nebraska Local Option Municipal Economic Development Act (the “Plan”). Pursuant to the Plan, the City has implemented an Economic Development Program (the “Program”);
- b. The Applicant has made application for assistance from the Program (the “Application”);
- c. The Administrator of the Program (the “Administrator”) and the City Council (the “Council”) have reviewed the Application. The Council has determined that a grant (the “Grant”) be awarded to the Applicant from the City of Scottsbluff Economic Development Fund (the “Fund”) as provided for in this Agreement; and
- d. The parties now desire to enter into this Agreement for the purpose of setting out the terms and conditions of the Grant.

Agreement:

1. Purpose of Grant:

The Applicant operates a counseling service located at 2122 Broadway, Scottsbluff (the “Practice”). The grant is to be used to assist the Applicant with the hiring of additional employees in order to expand the Practice.

2. Amount of Grant:

The Grant shall be in the amount of \$20,000 (the “Grant Amount”) which assumes that the Applicant will maintain at least 4 Eligible FTE’s (as defined below) over a five year period. The Grant Amount shall be payable to the Applicant from the City of Scottsbluff Economic Development Fund (the “Fund”) at the Closing (as provided for below).

3. Closing:

The Grant Amount shall be scheduled as a claim at the next Council meeting following the signing of this Agreement. The “Closing” shall occur following the satisfaction of all conditions to Closing as provided for below, but no earlier than 5 business days after the Council meeting where the claim is approved.

4. Possible Grant Repayment:

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

a. The “Effective Date” of this Agreement for Job Credit calculation purposes shall be July 1, 2017 (the “Effective Date”).

b. The term of this Agreement shall begin on the Effective Date and shall continue for 5 years from the Effective Date (the “Term”).

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

5. Employee Definitions:

a. “Full Time Employee” shall mean a bona fide employee of the Applicant who (1) is classified by the Applicant as full time; and (2) subject to normal and reasonable waiting periods, is eligible for the Applicant’s normal fringe benefit package.

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

c. “Full Time Equivalent” Employees (the “FTE’s”) shall be the total of (i) the number of Eligible Full Time Employees which are paid based on a salary, plus (ii) with respect to hourly Eligible Full Time Employees, the number arrived at by dividing the total hours paid by the Applicant to its hourly Eligible Full Time Employees during a Year divided by 2080 hours, and then rounded down to the nearest tenth; provided, however, the maximum hours paid that can be counted for any one hourly Eligible Full Time Employee shall not exceed 2080 hours.

6. Job Credits:

“Job Credits” shall be calculated as follows:

a. The Applicant shall receive an “Annual Job Credit” during the Term equal to the FTE’s multiplied by \$1000.

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

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

7. Grant Repayment:

a. At the end of the Term, the total of the cumulative Annual Job Credits will be subtracted from the Grant Amount. Any balance shall be repaid to the Fund within 90 days of the end of the Term (the “Repayment”), and any amount not paid within this time period shall then carry interest at the rate of 7% per annum until paid. If there is no balance, then the Applicant shall be considered as having satisfied its obligations under the Grant and this Agreement and no repayment shall be due.

b. If the Annual Job Credit determined for any Year is less than 75% of the Maximum Annual Credit, then the Administrator may require repayment of the difference between that Year’s Annual Job Credit and the Maximum Annual Credit. Any balance shall be repaid to the Fund within 30 days of written demand of the Administrator, and any amount not paid within this time period shall then carry interest at the rate of 7% per annum until paid. If the amount repaid pursuant to this subparagraph is later earned by the Applicant, then the City shall pay the amount so earned to the Applicant within 30 days of the determination by the Administrator that the amount previously repaid has been earned.

8. Representations and Warranties of the Applicant:

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

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

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

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

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

9. Representations and Warranties of the City:

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

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

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

10. Certification of the Applicant:

The Applicant certifies to the City that it has not filed nor does it intend to file an application with the Department of Revenue to receive tax incentives under the Nebraska Advantage Act for the Practice.

11. Conditions to Closing:

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

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

b. The Applicant shall have delivered to the City:

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

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

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

d. In order to secure the Repayment, the Applicant shall have delivered to the City a guaranty (the "Guaranty") of Sandra M. Raney and William L. Raney, which guaranties the Repayment.

e. The Applicant shall in all material respects have performed its obligations, agreements, and covenants contained in this Agreement to be performed by it, on, or before the Closing.

f. There shall have been no material adverse change in the operation or financial status of the Applicant and the Closing of this Agreement shall constitute the Applicant's representations that there has been no such material adverse change.

12. Annual Reports:

The Applicant shall annually, within 90 days of the end of each Year, provide to the Administrator a report in form and substance acceptable to the Administrator which calculates the Annual Job Credit (the "Annual Report"). The Administrator shall have the right at any time to (i) require that the Annual Reports be reviewed at the Applicant's expense by a Certified Public Accountant reasonably acceptable to the Administrator, or (ii) hire, at the Administrator's own expense, an independent Certified Public Accountant or other business or financial expert, to review the books and records of the Applicant pertaining to the Annual Report and any other terms and conditions as provided for in this Agreement. If after a review or audit of the Applicant's records it is discovered that the Annual Job Credit claimed on the Annual Job Credit Report exceeds 10% of the Annual Job Credit as determined by the Administrator, then the Administrator may require the Applicant to reimburse the Fund for the actual cost of the audit.

13. Early Termination:

a. The Applicant shall have the right at any time to terminate its participation in the Program by notifying the Administrator in writing of its desire to do so.

b. The Administrator shall have the right to terminate the Applicant's participation in the Program if the Applicant is in default of any of the terms and conditions of this Agreement, which default is not cured within 30 days of written notice by the Administrator.

c. In the event of a termination as described in this paragraph, the total of the Annual Job Credits as of the end of the Year immediately preceding the termination will be subtracted from the Grant Amount. This amount shall then be immediately due and payable to the Fund. Interest shall accrue at the rate of 7% per annum on any amounts not immediately paid.

14. Default:

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

- a. Failure to comply with any of the terms of this Agreement to include an assignment not permitted under this Agreement.
- b. Any warranty, representation or statement made or given to the City by the Applicant proves to have been false in any material respect when made or given.
- c. Dissolution or liquidation of the Applicant, the termination of existence, insolvency, business failure, appointment of a receiver, assignment for the benefit of creditors, or bankruptcy of the Applicant.
- d. The Applicant ceases to operate the Practice.
- e. The Applicant intentionally or materially misstates the Annual Job Credit on an Annual Report. A material misstatement shall be considered to have occurred if the Annual Job Credit claimed on the Annual Report exceeds 10% of Annual Job Credit as reasonably determined by the Administrator.

15. Assignability:

The Administrator may assign his interest in this Agreement to any successor administrator designated by the City Council. The Applicant may not assign or transfer their interest in this Agreement without the consent of the Administrator. Assignment shall include a transfer of ownership which results in Sandra M. Raney and William L. Raney owning less than 51% of the stock in the Applicant.

16. Confidentiality:

It is agreed that this Agreement and its terms are public record and are not confidential. However, the City agrees to take reasonable steps to insure that any financial and proprietary information provided in connection with this Agreement by the Applicant shall remain confidential and shall not be revealed or disclosed to outside sources unless the information is public knowledge, is independently developed, or is required to be disclosed by law or legal process.

17. Notices:

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

a. If to the City:

City of Scottsbluff
2525 Circle Drive
Scottsbluff, NE 69361
Fax: (308) 632-2916
Attention: City Manager

b. If to the Applicant:

Open Door Counseling, LLC
2122 Broadway
Scottsbluff, NE 69361
Attention: Sandra Raney

18. Miscellaneous:

a. This Agreement constitutes the entire agreement of the parties with respect to its subject matter, and may only be modified by a writing signed by both of the parties.

b. The City's waiver of any one default shall not be a waiver of the same or any other default in the future. In addition, the City's failure to exercise any right given to it by this Agreement shall not be a waiver of any later exercise of that right.

c. The provisions of this Agreement are severable and if any provision is held to be invalid, the remainder of the Agreement shall remain in effect.

d. This Agreement may be executed in any number of counterparts, each of which shall be deemed an original, but which together shall constitute a single instrument.

e. This Agreement shall be governed by the laws of Nebraska.

f. This Agreement shall be binding on the successors and assigns of the parties.

City of Scottsbluff, Nebraska

Open Door Counseling, LLC

By: _____
Economic Development
Program Administrator

By: _____
Sandra Raney, President

City of Scottsbluff, Nebraska

Monday, April 3, 2017

Regular Meeting

Item Reports2

Council to consider authorizing the Mayor to sign a Release of Lien for Special Assessments paid for Paving District No. 311.

Staff Contact: Nathan Johnson, City Manager

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

Dated: April ___, 2017.

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 April ___, 2017, 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, April 3, 2017

Regular Meeting

Item Reports3

**Council to consider approval of the Copier Connection
Maintenance Contract for the Library and authorize the Mayor to
execute the agreement.**

Staff Contact: Noelle Thompson, Library Director

Agenda Statement

Item No.

For Meeting of: April 3, 2017

AGENDA TITLE: Copier Connection Maintenance Contract

SUBMITTED BY DEPARTMENT/ORGANIZATION: Library

PRESENTATION BY: City Manager, Nathan Johnson

SUMMARY EXPLANATION:

The library requests the Mayor's signature and authorization on our annual Copier Connection maintenance contract. This is for the copier available for public use within the library. The annual maintenance fee is \$240.00.

BOARD/COMMISSION RECOMMENDATION:

STAFF RECOMMENDATION: Staff requests the Mayor's signature and authorization to continue this maintenance contract with Copier Connection.

EXHIBITS

Resolution ☐

Ordinance ☐

Contract ☒

Minutes ☐

Plan/Map ☐

Other (specify) _____

NOTIFICATION LIST: Yes ☐ No ☐ Further Instructions ☐

Please list names and addresses required for notification.

APPROVAL FOR SUBMITTAL: _____
City Manager

Rev: 11/15/12 City Clerk

Rev: 11/15/12 City Clerk

COPIER CONNECTION INC.

1912 Broadway
Scottsbluff Nebraska 69361

COPIER FULL SERVICE CONTRACT TONER INCLUSIVE

Purchased By: Scottsbluff Public Library
1809 3rd Avenue
Scottsbluff NE 69361

This contract will be for one year.

Contract purchased date: March 7, 2017

One each copier model Canon IR2525

Beginning meter reading

39,553

Copier Connection Inc. will perform all required maintenance on the copier described above as required through normal and customary usage of said copier including the following:

All service checks, replacement of damaged or worn parts, including the photosensitive drum, and all intervening service calls. Included under the terms of the contract are all charges for service labor. Service is to be performed between the hours of 8:00 A.M. and 5:00 P.M.

Monday through Friday, excluding holidays.

This contract shall be limited to parts, labor and toner as a result of customary and normal use of said copier. Specifically excluded from coverage under this agreement are the following:

Damage to the said copier due to negligence, accidents or misuse by purchaser, its employees or its agents, damage as a result of any crime or vandalism, damage due to the effects of fire, damage as a result of natural forces, and damage caused from the use of toner and paper that does not meet Canon specifications. Purchaser is responsible for providing adequate space and electrical wiring for the machine.

This contract does include Black toner.


This contract may be terminated by either party with 30 days prior written notice. The charges for this contract are as follows:

\$240.00 per year plus \$.018 per copy over 14,000 copies per year for black copies.

Signed and agreed this _____ Day of _____, 2017.

Title _____

Purchaser Firm Name



Service Manager

Copier Connection Inc.

Please return signed contract.

City of Scottsbluff, Nebraska

Monday, April 3, 2017

Regular Meeting

Item Reports4

Council to consider paying \$67,621.00 to the Scottsbluff Public School District for the demolition cost of the outdoor Splash pool.

Staff Contact: Nathan Johnson, City Manager

ROCKY MOUNTAIN
DEMOLITION, INC.

a Woman-Owned *SBE Company*

12781 Cavanaugh Road
Hudson, CO 80642
Phone: 720-685-8110
Fax: 720-293-7688

email: davidb@rockymountaindemo.com

NM CONTRACTOR LIC. NO.: 368913

NM DWS REG. NO.: 002442720120510

ESTIMATE TRANSMISSION COVER SHEET

TO: Hausmann Construction
Andrew Christensen

FROM: RMD Estimating Department
David or Kelly

DATE: February 20, 2017

No. of Pages, including cover:

4

RE: Revised Estimate for **Splash Arena Pool and Spa Demo**

IF THERE ARE ANY QUESTIONS REGARDING THIS PROPOSAL,
WE CAN BE CONTACTED AT: 720-320-1271 OR 720-685-8110

**NOTE THAT WE ARE AN ECONOMICALLY DISADVANTAGED WOMAN-OWNED
SMALL BUSINESS IN ACCORDANCE WITH SBA REGISTRATION GUIDELINES**



ROCKY MOUNTAIN DEMOLITION, INC.

BID PROPOSAL

February 20, 2017

Attn: ESTIMATING DEPARTMENT
Project: Splash Arena Pool and Spa Demo

ROCKY MOUNTAIN DEMOLITION proposes to furnish all materials and perform all labor necessary to complete the scope on the attached page(s).

EXCLUSIONS: see attached. This proposal is based on work being performed during regular business hours (M-F)

COST ESTIMATE: (see scope page)

MOBILIZATIONS: 1 **For payment and performance bond, add 3%.**

INITIAL MOBILIZATION: yes **Any additional move-ins will be charged at \$5,000 each.**
Subject to prompt acceptance within 60 calendar days, all conditions of bid proposal stated on pages 1 and 2 of this form, and approval of Customer's credit by Subcontractor which will not be unreasonably withheld, we propose to furnish materials and labor as specified in this proposal at the price(s) stated herein and any requested extra work at the prices stated, if attached. Acceptance of this bid proposal is expressly limited to the terms herein.

CONDITIONS OF BID PROPOSAL

1. Rocky Mountain Demolition (Subcontractor) has devoted time, money and resources toward preparing this bid in exchange for Customer's express agreement that the parties will have a binding contract consistent with the terms of this bid proposal and Customer unconditionally and irrevocably accepts this bid proposal if it (A) in any way uses or relies on the bid proposal or information therein to prepare "Customer's bid" for the project at issue and Customer is awarded a contract for the work; or (B) divulges the bid or any information therein to others competing with Subcontractor for the work.
2. Asking or allowing the Subcontractor to commence work or make preparations for work will constitute acceptance by Customer of this bid proposal. Subcontractor and Customer will execute a ConsensusDOCS 750 Subcontract form to memorialize their agreement, supplemented and modified as provided by this bid proposal which shall be incorporated by reference into the final Subcontract. In the event of any conflict between the terms of this bid proposal and any other documents stating terms of the final Subcontract, this bid proposal will govern.
3. A change in the price labor of more than 5% between the date of this bid proposal and the date of commencement of the work will warrant an equitable adjustment to the subcontract price.
4. All items omitted or not clearly shown on the Demolition plans are excluded from this proposal. All finished dimension layout and removal is to be performed by corresponding trades unless otherwise negotiated in this price proposal.
5. Subcontractor will not be required to name additional insureds to its general liability insurance policy, nor to waive subrogation for claims covered by workers' compensation or commercial general liability insurance. Subcontractor will maintain insurance with coverage and limits only as provided by Subcontractors' existing insurance program evidenced by its certificate of insurance available on request.

Rocky Mountain Demolition, Inc.
Page 2 of 4

6. Subcontractor's schedule of values will be used to determine progress payments. All sums not paid when due shall bear interest at the rate of 1-1/2% per month from due date until paid or the maximum rate permitted by law whichever is less; and all costs of collection, including a reasonable attorney's fee, will be paid by Customer. The proper venue to resolve any disputes arising under the Subcontract will be the place where the project is located, and the laws of said place will govern all such disputes.

7. Subcontractor will be entitled to equitable adjustments of the contract price, including but not limited to any increased costs of labor, supervision, equipment or materials, and reasonable overhead and profit, for any modification of the project schedule differing from the bid schedule, and for any other delays, acceleration, out-of-sequence work and schedule changes beyond its reasonable control, including but not limited to those caused by labor unrest, fires, floods, acts of nature or government, wars, embargos, vendor priorities and allocations, transportation delays, suspension of work for non-payment or as ordered by Customer, or other delays caused by Customer or others. Should work be delayed by any of the aforementioned causes for a period exceeding ninety (90) days, Subcontractor will be entitled to terminate the Subcontract. Subcontractor change proposals must be processed in not more than thirty (30) days.

8. THE EXPRESS WARRANTIES SET FORTH IN THE SUBCONTRACT DOCUMENTS ARE PROVIDED IN LIEU OF ALL OTHER WARRANTIES, EXPRESS OR IMPLIED, AND THE WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE ARE HEREBY DISCLAIMED BY SUBCONTRACTOR. Subcontractor is not responsible for special, incidental or consequential damages, and Subcontractor's responsibility for delay damages will not exceed 5% of the original Subcontract amount. Subcontractor is not responsible for damage to its work by other parties, and any repair work necessitated by such damage is extra work. All materials will be furnished in accordance with respective industry tolerance and performance standards. No backcharge or claim of Customer for services will be valid except by an agreement in writing by Subcontractor before the work is excuted, except in the case of Subcontractor's failure to meet any requirement of the Subcontract. In such event, Customer will notify Subcontractor of such default, in writing, and allow Subcontractor reasonable time to correct any deficiency before incurring any costs chargeable to Subcontractor. Further, no backcharge will be valid unless billing rendered no later than the 15th day of the month following the charge being incurred. Any payments withheld under a claim of Subcontractor default will be reasonably calculated to cover the anticipated liability and all remaining payment amounts not in dispute to be promptly paid. Warranty claims must be received by Subcontractor not more than one (1) year after completion of Subcontractor's work, and Subcontractor must be provided reasonable opportunity to inspect and make corrections, or such warranty claims are barred.

9. Except as specifically required by the work and specifications included in this bid proposal, Customer shall furnish all temporary site facilities, including but not limited to site access, storage space, hoisting facilities, guard rails, floor, roof and wall opening covers, security, parking, safety orientation, break and lunch facilities, toilet and wash facilities, drinking water and other water facilities, electrical service, telecommunication service, lighting, heat, ventilation, weather protection, and trash recycling services.

10. To the extent that performance and payment bonds are required by this project, the bond forms must be the ConsensusDOCS 706 and ConsensusDOCS 707 published by ConsensusDOCS.

11. Neither party will assign the Subcontract, in whole or in part, without written consent of the other.

12. Subcontractor will not participate in a consolidated insurance program ("CIP").

13. Regardless of any language to the contrary contained in a waiver, waivers of lien or bond rights will exclude retainage, unbilled changes, billed and unpaid changes and claims which have been asserted in writing or which have not yet become known to Subcontractor, and shall either apply only through the date of work for which Subcontractor has been paid in full, or shall be conditional upon receipt of funds to Subcontractor's account.

Submitted by,

Accepted by,



Rocky Mountain Demolition, Inc.
Page 3 of 4

ROCKY MOUNTAIN DEMOLITION, INC.
BID SCOPE

JOB NAME: Splash Arena Pool and Spa
PLAN PAGE NO.: Demo

SCOPE ITEMS: DEMOLITION / REMOVAL OF

Fill in pools, no demo: \$44,821

Break down top 3 feet of pool and fill with soils:
\$57,446

To remove pools complete and fill with soils:
\$67,621

EXCLUSIONS

TAXES

BONDS

PERMITS

SECURITY

MECHANICAL

CMU

MASTIC REMOVAL

HAZARDOUS MATERIALS

SHORING

SITework

TEMP UTILITIES

SAWTOOTHING

WEATHER PROTECTION

FLOOR GRINDING

THINSET REM BELOW 1/8"

ELEVATOR PROTECTION

TEMPORARY BARRICADES

SITE SURVEY

DISCONNECTING AND

CAPPING OF UTILITIES

CERTIFIED PAYROLL WAGES

UNFORESEEN CONDITIONS

SUBSURFACE CONDITIONS NOT

QUANTIFIED IN THE PRE-BID

DEMO DRAWINGS

SLAB ON GRADE MORE THAN

5" THICK

INCLUDES REMOVAL OF ONE

LAYER OF FLOORING ONLY

City of Scottsbluff, Nebraska

Monday, April 3, 2017

Regular Meeting

Item Reports5

Council to receive a report and discuss additional revenue sources.

Staff Contact: Nathan Johnson, City Manager

Nebraska Hotel/Motel Taxes

Self-Imposed Occupation Taxes (Hotels) - 50 Largest Communities

City Name	Population	Rank	State ST	Local ST	ST Lodging	County Tax	Occ Tax	Total Tax Rate	Rest Tax	Occ Tax Uses
Omaha	434,353	1	5.50%	1.50%	1.00%	4.00%	5.50%	17.50%	2.50%	Retirement of bonds to city funds
Lincoln	268,738	2	5.50%	1.50%	1.00%	4.00%	4.00%	16.00%	2.00%	Arena funding
Bellevue	53,663	3	5.50%	1.50%	1.00%	4.00%	5.00%	17.00%		City general fund
Grand Island	50,550	4	5.50%	1.50%	1.00%	4.00%	2.00%	14.00%	1.50%	Heartland Center
Kearney	32,174	5	5.50%	1.50%	1.00%	4.00%	2.00%	14.00%	1.00%	Convention Bureau
Fremont	26,340	6	5.50%	1.50%	1.00%	4.00%	0.00%	12.00%	1.75%	n/a
Hastings	25,093	7	5.50%	1.50%	1.00%	3.00%	3.00%	14.00%		General fund
North Platte	24,534	8	5.50%	1.50%	1.00%	4.00%	0.00%	12.00%	2.00%	Golden Spike Towers
Norfolk	24,523	9	5.50%	2.00%	1.00%	4.00%	4.00%	16.50%	2.00%	Community/General Fund
Columbus	22,533	10	5.50%	1.50%	1.00%	4.00%	0.00%	12.00%		n/a
Papillion	21,921	11	5.50%	1.50%	1.00%	4.00%	0.00%	12.00%		n/a
LaVista	17,562	12	5.50%	2.00%	1.00%	4.00%	5.00%	17.50%		Bond retirement
Scottsbluff	15,023	13	5.50%	1.50%	1.00%	4.00%	0.00%	12.00%		n/a
South Sioux City	13,424	14	5.50%	1.50%	1.00%	4.00%	0.00%	12.00%		n/a
Beatrice	12,157	15	5.50%	1.50%	1.00%	4.00%	3.00%	15.00%		Community Improvement
Lexington	10,204	16	5.50%	1.50%	1.00%	4.00%	0.00%	12.00%		n/a
Alliance	8,498	17	5.50%	1.50%	1.00%	0.00%	2.00%	10.00%		General fund
Gering	8,480	18	5.50%	1.50%	1.00%	4.00%	0.00%	12.00%		n/a
Blair	7,990	19	5.50%	1.50%	1.00%	2.00%	7.00%	17.00%		Community betterment
York	7,961	20	5.50%	2.00%	1.00%	4.00%	0.00%	12.50%		n/a
McCook	7,697	21	5.50%	1.50%	1.00%	4.00%	0.00%	12.00%		n/a
Nebraska City	7,255	22	5.50%	2.00%	1.00%	2.00%	2.00%	12.50%		Public improvement/local festival
Ralston	7,220	23	5.50%	1.50%	1.00%	4.00%	0.00%	12.00%		n/a (Has arena tax - BID)
Crete	7,135	24	5.50%	1.50%	1.00%	4.00%	0.00%	12.00%		n/a
Seward	7,120	25	5.50%	1.50%	1.00%	4.00%	0.00%	12.00%		n/a
Sidney	6,829	26	5.50%	2.00%	1.00%	4.00%	2.00%	14.50%		Street improvement
Plattsmouth	6,467	27	5.50%	1.50%	1.00%	4.00%	0.00%	12.00%		n/a
Schuyler	6,143	28	5.50%	1.50%	1.00%	2.00%	0.00%	10.00%		n/a
Chadron	5,787	29	5.50%	1.50%	1.00%	4.00%	0.00%	12.00%		n/a
Gretna	5,584	30	5.50%	1.50%	1.00%	4.00%	0.00%	12.00%		n/a
Wayne	5,543	31	5.50%	1.50%	1.00%	2.00%	5.00%	15.00%		City general fund
Holdrege	5,527	32	5.50%	1.50%	1.00%	4.00%	0.00%	12.00%		n/a
Ogallala	4,606	33	5.50%	1.50%	1.00%	4.00%	2.00%	14.00%		City general fund
Wahoo	4,512	34	5.50%	1.50%	1.00%	4.00%	4.00%	16.00%		Economic Development
Aurora	4,465	35	5.50%	0.00%	1.00%	2.00%	0.00%	8.50%		n/a
Falls City	4,216	36	5.50%	1.50%	1.00%	4.00%	0.00%	12.00%		n/a
Cozad	3,934	37	5.50%	1.50%	1.00%	4.00%	0.00%	12.00%		n/a
Fairbury	3,927	38	5.50%	2.00%	1.00%	2.00%	0.00%	10.50%		n/a
O'Neill	3,700	39	5.50%	1.50%	1.00%	4.00%	2.00%	14.00%		Community Center
Waverly	3,634	40	5.50%	1.00%	1.00%	4.00%	0.00%	11.50%		n/a
Gothenburg	3,558	41	5.50%	1.50%	1.00%	4.00%	1.00%	13.00%		One Hotel Only to Build Infrastructure
Broken Bow	3,491	42	5.50%	1.50%	1.00%	4.00%	1.00%	13.00%		n/a
Auburn	3,385	43	5.50%	1.00%	1.00%	4.00%	0.00%	11.50%		n/a
West Point	3,310	44	5.50%	1.50%	1.00%	4.00%	0.00%	12.00%		n/a
Minden	2,986	45	5.50%	2.00%	1.00%	2.00%	0.00%	10.50%		n/a
Central City	2,921	46	5.50%	1.00%	1.00%	2.00%	0.00%	9.50%		n/a
David City	2,900	47	5.50%	2.00%	1.00%	4.00%	0.00%	12.50%		n/a
Valentine	2,789	48	5.50%	1.50%	1.00%	4.00%	0.00%	12.00%		n/a
Ashland	2,513	49	5.50%	1.50%	1.00%	4.00%	0.00%	12.00%		n/a
Kimball	2,425	50	5.50%	1.50%	1.00%	4.00%	0.00%	12.00%		n/a
								0.00%		

State ST
Local ST
ST Lodging
County Tax
Occ Tax
Rest Tax

= State Sales Tax
= Local Sales Tax
= State Lodging Tax
= County Tourism Tax
= Occupancy Tax on Hotels
=Occupany Tax on Restaurants, Lounges or similar entities

Population figures are 2013 estimated census figures
Highest overall lodging tax rates highlighted in green.
Lowest overall lodging tax rates highlighted in blue.

Self-Imposed Occupation Taxes (Hotels) - Other Local Entities

City Name	Population	Rank	State ST	Local ST	ST Lodging	County Tax	Occ Tax	Total Tax Rate	Rest Tax	Occ Tax Uses
Bayard	1,209		5.50%	1.00%	1.00%	2.00%	0.00%	9.50%		n/a
Bridgeport	1,545		5.50%	1.00%	1.00%	2.00%	0.00%	9.50%		n/a
Chappell	929		5.50%	1.00%	1.00%	4.00%	0.00%	11.50%		n/a
Crawford	997		5.50%	1.50%	1.00%	4.00%	0.00%	12.00%		n/a
Gordon	1,544		5.50%	1.00%	1.00%	4.00%	0.00%	11.50%		n/a
Harrison	247		5.50%	1.00%	1.00%	4.00%	0.00%	11.50%		n/a
Hay Springs	549		5.50%	1.00%	1.00%	4.00%	0.00%	11.50%		n/a
Hemingford	803		5.50%	1.00%	1.00%	0.00%	0.00%	7.50%		n/a
Lewellen	210		5.50%	1.00%	1.00%	4.00%	0.00%	11.50%		n/a
Mitchell	1,685		5.50%	1.50%	1.00%	4.00%	0.00%	12.00%		n/a
Morrill	925		5.50%	1.00%	1.00%	4.00%	0.00%	11.50%		n/a
Oshkosh	820		5.50%	1.50%	1.00%	4.00%	0.00%	12.00%		n/a
Terrytown	1,187		5.50%	1.00%	1.00%	4.00%	0.00%	11.50%		n/a

SOME OUT-OF-STATE TRANSIENT OCCUPANCY TAXES
IN SCOTTSBLUFF'S FEEDER MARKETS

WYOMING:

CASPER	8%
CHEYENNE	10%
LARAMIE	10%
TORRINGTON	9.25%

COLORADO:

BOULDER	12.49%
DENVER	14.75%
FORT COLLINS	10.4%
LOVELAND	9.55%

SOUTH DAKOTA:

RAPID CITY	8.5%
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Tax Rates of Surrounding Areas

2015

City	Tax Rate	Distance (miles)	Travel Time (minutes)
Alliance, NE	14%	53.4	57
Boulder, CO	12.49%	189	184
Casper, WY	8%	175	168
Cheyenne, WY	10%	98.8	100
Denver, CO	14.75%	198	191
Fort Collins, CO	10.4%	143	139
Grand Island, NE	14.24%	320	290
Hastings, NE	14%	319	293
Laramie, WY	10%	147	143
Lincoln, NE	16.48%	399	360
Loveland, CO	9.55%	155	150
North Platte, NE	13%	178	174
Ogallala, NE	14%	124	122
Omaha, NE	18%	451	401
Rapid City, SD	8.5%	244	190
Sidney, NE	14%	77.2	81
Torrington, WY	9.25%	31.7	38

Reoccurring Guests and Groups

2015

Names (abbreviated)	# of Nights in 2014	Location
Mi. De.	103	Denver, CO
Mi. Ow.	59	Sterling, CO
Da. Ke.	118	Denver, CO
Ch. Sm.	36	Kearney, NE
Ki. Ga.	22	Rapid City, SD
Da. Co.	28	Fort Morgan, CO
Je. Co.	59	Denver, CO
Jo. To.	42	Kearney, NE
Cu. La.	274	Corsicana, TX
Je. Co.	219	Tulsa, OK
Ch. Ru.	39	Centennial, CO
Ro. Ek.	29	Denver, CO
Ju. Co.	68	Saint Louis, MO
Ch. Bo.	31	Fort Morgan, CO
Bi. Ch.	31	Denver, CO
Ma. Ph.	94	Morrison, CO
Jo. Fr.	21	Red Wing, MN
Ro. Bi.	27	North Platte, NE
Ke. Br.	27	North Platte, NE
Ke. Go.	27	North Platte, NE
Ni. Ob.	27	North Platte, NE
Sh. Ho.	27	North Platte, NE
Jo. Bo.	27	North Platte, NE
Ro. Le.	318	Denver, CO
Na. Oa.	20	North Platte, NE
Pa. Cu.	17	Denver, CO
Da. Ho.	40	Crystal City, TX
St. Co.	49	Kearney, NE

Tour Groups

Australian Group: 12 rooms, 4 times a year, 5 years in a row

TT Group: 25 rooms, 2 times a year, 4 years in a row

MT Group: 25 rooms, 4 times a year, 4 years in a row

DU Group: 19-25 rooms, 3 times a year, 3 years in a row

FU Group: 25 rooms, 2 times a year, 3 years in a row

Restaurant Tax Projections (Food only)

	Fast Food	Casual Dining	Fine Dining	Other	Totals
Table Turns	4.2	2.1	1.2	1.9	
Average Check	\$7.47	\$12.55	\$19.58	\$5.25	
Average Seats	65	125	50	50	
Daily Sales	\$2,039.31	\$3,294.38	\$1,174.80	\$498.75	
Annual Sales	\$611,793.00	\$988,312.50	\$352,440.00	\$149,625.00	
Establishments	24	18	2	8	52
Est Sales	\$14,683,032.00	\$17,789,625.00	\$704,880.00	\$1,197,000.00	\$34,374,537.00
Est Tax (1%)	\$146,830.32	\$177,896.25	\$7,048.80	\$11,970.00	\$343,745.37

Fast Food: similar to McDonalds, Subway, KFC
Casual: Chili's, Steel Grill, ^{* Not included in estimate} Backlands, Night Deck
Fine Dining: Emporium, Country Club
Other: Cyfehouse, bakeries

Not included in estimates:

- 1. Bars & lounges
- 2. Conference center & meetings

300-

City of Scottsbluff, Nebraska

Monday, April 3, 2017

Regular Meeting

Item Resolut.1

Council to consider adopting the International Building Code 2012 Edition and International Residential Code 2012 Edition and approve the Ordinance (second reading).

Staff Contact: Nathan Johnson, City Manager

AGENDA STATEMENT

Item No.

April 3, 2017

AGENDA TITLE: Adoption of the 2012 International Building Code, the 2012 International Residential Code which are the current State Building Codes adopted by the State of Nebraska, s/s 71-6403.

SUBMITTED BY DEPARTMENT/ORGANIZATION: Development Service Department.

PRESENTATION BY: Nathan Johnson

SUMMARY EXPLANATION:

(1)Section 4-1-2 Standard Codes, (1) Change to International Building Code, 2012 edition, (2) Change to International Residential Code, 2012 edition.

(2)City Ordinance 4-1-10, adopt the 2012 International Building Code, excluding sections 101.4, 101.4.1, 101.4.2, 101.4.3, 101.4.4, 101.4.5, 105.1.1, 105.1.2, 105.2, 107, 112, 113, 115, 3103, Chapters 13, 27, 28 and 29 of the International Building Code are excluded and not adopted by this municipal code.

(3) Adopt of section 4-1-10.1 of the Scottsbluff City Ordinance adopt the 2012 International Residential Code excluding sections 105.2, 107, 112, 113, 309.5, 313, Chapter 2904 Fire Sprinkler System, Chapters 11 through 42 which are the energy chapter, plumbing, mechanical and electrical chapters.

(4) Section 4-1-11 to change from 3410.2 to 3412.2

BOARD/COMMISSION RECOMMENDATION: None

STAFF RECOMMENDATION: Staff recommends City Council approve the ordinance.

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

NOTIFICATION LIST: Yes No Further Instructions

APPROVAL FOR SUBMITTAL: _____
City Manager

ORDINANCE NO. _____

AN ORDINANCE DEALING WITH THE BUILDING CODE, ADOPTING THE INTERNATIONAL BUILDING CODE 2012 EDITION AND THE INTERNATIONAL RESIDENTIAL CODE 2012 EDITION EACH WITH EXCLUDE PORTIONS; AMENDING CURRENT SECTIONS OF THE SCOTTSBLUFF MUNICIPAL CODE; REPEALING PRIOR PROVISIONS OF THE MUNICIPAL CODE, PROVIDING FOR PUBLICATION IN PAMPHLET FORM AND PROVIDING FOR AN EFFECTIVE DATE.

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

Section 1. Section 4-1-2 of the Scottsbluff Municipal Code is amended to provide as follows:

“4-1-2 Standard codes; adopted; exceptions.

The following standard building codes are adopted for the purposes of establishing rules and regulations for the construction, alteration, removal, demolition, equipment, use, occupancy, location and maintenance of buildings and structures, including permits and penalties:

(1) The International Building Code, 2012 Edition, published by the International Code Council. Reference to “International Building Code” throughout the Municipal Code shall mean this Code.

(2) The International Residential Code 1 & 2 Family Dwellings, 2012 Edition, published by the International Code Council. Reference to the “International Residential Code” throughout the Municipal Code shall mean this Code.

(3) The International Energy Conservation Code, 2009 Edition adopted by the Nebraska legislature as the “Nebraska Energy Code.”

The International Building Code, International Residential Code 1 & 2 Family Dwellings, and the International Energy Conservation Code, 2009 Edition, are described collectively as “the Building Code.” Except for those portions specifically excluded or modified by this or other sections of the Municipal Code, the Building Code is adopted in this section by reference and shall be controlling with respect to the construction of all buildings and structures within the corporate limits of the City and within the area with respect to which the City has exercised its zoning jurisdiction under Chapter 25 of the Municipal Code. One copy of each Code shall be on file in the City Clerk’s office.”

Section 2. Section 4-1-10 of the Scottsbluff Municipal Code is amended to provide as follows:

“4-1-10 International Building Code; portions excluded.

Sections 101.4, 101.4.1, 101.4.2, 101.4.3, 101.4.4, 101.4.5, 105.1.1, 105.1.2, 105.2, 107, 112, 113, 115, 3103, and Chapters 13, 27, 28 and 29 of the International Building Code are excluded and not adopted by this municipal code.”

Section 3. Section 4-1-10.1 of the Scottsbluff Municipal Code is amended to provide as follows:

“4-1-10.1 International Residential Code, portions excluded.

Section 105.2, 107, 112, 113, 309.5, 313, and Chapter 2904 Fire Sprinkler System, Chapters 11 through 42, which are the energy, plumbing, mechanical and electrical sections, of the International Residential Code are excluded from the Building Code and are not considered as adopted by this Municipal Code.”

Section 4. Section 4-1-11 of the Scottsbluff Municipal Code is amended to provide as follows:

“4-1-11 International Building Code; continuation of existing uses and structures.

The date “June 3, 1975 shall be considered as inserted in the blank in Section 3412.2 of the International Building Code.”

Section 5. Previously existing Sections 4-1-2, 4-1-10, 4-1-10.1 and 4-1-11 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 6. This Ordinance shall become effective upon its passage, approval as provided by law, and publication shall be in pamphlet form.

PASSED AND APPROVED on _____, 2017.

ATTEST:

City Clerk

(Seal)

Approved to form:

City Attorney

Mayor

City of Scottsbluff, Nebraska

Monday, April 3, 2017

Regular Meeting

Item Resolut.2

Council to consider an Ordinance Amendment adding language and requirements for 24 hour Daycare (second reading).

Staff Contact: Annie Folck, City Planner

ORDINANCE NO. _____

AN ORDINANCE FOR THE CITY OF SCOTTSBLUFF, NEBRASKA, AMENDING ARTICLE 2 OF CHAPTER 25 AND ARTICLE 3 OF CHAPTER 25 OF THE MUNICIPAL CODE BY INCLUDING AND AMENDING DEFINITIONS FOR DAY CARE AND PROVIDING FOR A SPECIAL PERMIT FOR A CHILD CARE CENTER, FAMILY CHILD CARE HOME OR DAY CARE CENTER THAT OPERATES 24 HOURS PER DAY AND REQUIRING A SPECIAL PERMIT IN ANY ZONE WHERE CURRENTLY PERMITTED, REPEALING ALL PRIOR ORDINANCES AND PROVIDING FOR AN EFFECTIVE DATE AND PROVIDING FOR PUBLICATION IN PAMPHLET FORM.

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

Section 1. Chapter 25, Article 2 of the Scottsbluff Municipal Code is amended by repealing the existing language and adding the following language:

“25-2-1. Words; usage.

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

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

25-2-2. Accessory building.

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

25-2-3. Adult book store.

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

25-2-4. Alley.

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

25-2-5. All weather surfacing.

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

25-2-6. Apartment.

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

25-2-7. Arterial street.

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

25-2-8. Automobile service station.

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

- (1) spray painting,
- (2) axle, body, clutch, differential, fender, frame, spring and transmission repairs,
- (3) major engine overhaul requiring removal of the cylinder head or crankcase pan,

- (4) radiator repair requiring its removal, or
- (5) complete recapping or retreading of tires. The terms “filling station” and “service station” are included in this definition.

25-2-9. Automobile wrecking yard.

An area outside a building:

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

25-2-10. Basement.

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

25-2-11. Billboard.

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

25-2-12. Block.

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

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

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

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

25-2-13.1. Body piercing.

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

25-2-13.2. Branding.

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

25-2-13.3. Brewery.

Brewery shall mean any industrial use that brews ales, beers, meads and/or similar beverages on site. Breweries are classified as a use that manufactures more than 10,000 barrels of beverage (all beverages combined) annually.

Note, this section has been renumbered by the City Clerk pursuant to 14-2-9

25-2-13.4. Brewery, Micro.

Micro Brewery shall mean a facility for the production and packaging of malt beverages of low alcoholic content for distribution retail or wholesale, on or off premises, with a capacity of not more than 10,000 barrels per year. The development may include other used such as a standard restaurant, bar, or live entertainment as otherwise permitted in the zoning district.

Note, this section has been renumbered by the City Clerk pursuant to 14-2-9

25-2-13.5. Brew Pub.

Brew Pub and shall mean a restaurant or hotel which includes the brewing of beer as an accessory use. The brewing operation processes water, malt, hops, and yeast into beer or ale by mashing, cooking, and fermenting. By definition, these establishments produce no more than 10,000 barrels of beer or ale annually. The area, by definition, used for brewing, including bottling and kegging, shall not exceed 50 percent of the total floor area of the commercial space.

Note, this section has been renumbered by the City Clerk pursuant to 14-2-9

25-2-14. Building.

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

25-2-15. Building coverage.

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

25-2-16. Building line.

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

25-2-17. Building, height of.

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

25-2-18. Camper.

(See "travel trailer.")

25-2-19. Carport.

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

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

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

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

25-2-21. Clinic.

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

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

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

25-2-23. Cluster housing development.

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

25-2-24. Common areas.

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

25-2-25. Condominium.

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

25-2-26. Condominium development.

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

25-2-27. Condominium Property Act.

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

25-2-27.1. Convenience Warehouse Storage Facility.

A series of storage spaces contained in one building or in a series of buildings which are designed and used for the purpose of renting or leasing individual storage spaces to persons in order that any person renting or leasing one or more of such individual storage spaces shall have access for the purpose of storing property therein.

25-2-28. Corral.

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

25-2-29. Court.

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

25-2-30. Day Care Center or Nursery School.

The provision of care:

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

25-2-31. Decorative landscape feature.

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

25-2-32. Domestic violence shelter.

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

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

25-2-33. Dormitory.

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

25-2-34. Duplex.

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

25-2-35. Dwelling.

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

25-2-36. Dwelling unit.

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

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

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

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

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

25-2-39. Dwelling, multiple family.

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

25-2-40. Family.

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

25-2-41. Family child care home.

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

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

25-2-42. Feedlot.

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

25-2-43. Fence.

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

25-2-44. Fence, Perimeter.

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

25-2-45. Fence, Privacy.

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

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

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

25-2-47. Floor area.

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

25-2-48. Floor area ratio.

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

25-2-49. Frontage.

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

25-2-50. Garage.

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

25-2-51. Garage, private.

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

25-2-52. Garage, public.

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

25-2-53. Grade.

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

25-2-54. Gross floor area.

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

25-2-55. Home occupation.

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

25-2-55.1. Emergency Shelter.

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

25-2-56. Hotel/Motel

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

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

25-2-57. Junkyard.

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

25-2-58. Kennel, dog.

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

25-2-59. Living quarters.

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

25-2-60. Lodge, private.

(See "Club, private.")

25-2-61. Lodging house.

(See "Boarding house.")

25-2-62. Lot.

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

25-2-63. Lot area.

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

25-2-64. Lot, corner.

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

25-2-65. Lot coverage.

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

25-2-66. Lot depth.

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

25-2-67. Lot, double frontage.

A lot which extends from street to street.

25-2-68. Lot, interior.

A lot which is not a corner lot.

25-2-69. Lot, key.

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

25-2-70. Lot line.

Any boundary line of a lot.

25-2-71. Lot line, front.

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

25-2-72. Lot line, rear.

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

25-2-73. Lot line, side.

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

25-2-74. Lot of record.

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

25-2-75. Lot, reversed corner.

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

25-2-76. Lot width.

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

25-2-77. Main building.

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

25-2-78. Manufactured Home.

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

25-2-79. Master deed.

A deed establishing a condominium property regime.

25-2-80. Mobile home.

A movable or portable dwelling which:

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

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

25-2-81. Mobile home park.

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

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

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

25-2-83. Mobile home park drives.

Privately owned lanes and roadways within a mobile home park.

25-2-84. Mobile home space.

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

25-2-85. Municipal Uses.

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

25-2-86. Nursing Home.

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

25-2-87. Occupancy.

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

25-2-88. Open space.

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

25-2-89. Open space, common.

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

25-2-90. Pharmacy.

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

25-2-90.1. Permanent Color Technology.

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

25-2-90.2. Permanent Cosmetic Facility.

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

25-2-91. Person.

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

25-2-92. Property.

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

25-2-93. Planned business center.

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

25-2-94. Recreation areas.

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

25-2-95. Recycling center.

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

25-2-96. Reversed frontage.

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

25-2-97. Rooming house.

(See "Boarding house.")

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

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

25-2-99. Scrap metal processing facility.

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

25-2-100. Service building.

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

25-2-101. Setback line.

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

25-2-102. Setback line, front.

The setback line at the front of the lot.

25-2-103. Setback line, rear.

The setback line at the rear of the lot.

25-2-104. Setback line, side.

The setback line at either side of the lot.

25-2-104.1. Sight triangle.

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

25-2-105. Sign.

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

25-2-106. Sign, area of.

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

25-2-107. Sign structure.

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

25-2-108. Sign, accessory.

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

25-2-109. Sign, attached.

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

25-2-110. Sign, detached.

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

25-2-111. Sign, mobile.

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

25-2-112. Sign, extending.

A sign mounted perpendicularly to the wall of a building.

25-2-113. Sign, political.

A sign, advertising structure, or display which communicates any message or idea identifying, supporting, opposing, promoting, conveying a position upon, or relating to any candidate for public office or proposition, amendment or issue connected with any local, special, state or national election. The term does not include political buttons, vehicle bumper stickers, signs on garments or hats, or political campaign memorabilia carried on the person.

25-2-113.1. Sign; Temporary Detached.

A temporary detached sign is a detached sign which meets one or more of the following criteria:

1. Relates a message that changes frequently or becomes outdated; or
2. Made of materials of relatively low durability; or
3. Intended to be removed or replaced within a period of six months or less; or
4. Is portable.

25-2-114. Solid Waste Transfer Station.

A building in which solid waste is deposited and sorted for recycling or disposal, and from which it is transported within ten days after initial deposit, to a recycling center or to a landfill site licensed by the State of Nebraska. The term "solid waste" means solid waste as defined in Chapter 19, however, that anything which is a hazardous waste shall not be considered a "solid waste" which is allowed to be deposited and sorted in a solid waste transfer station. The term "hazardous waste" means hazardous waste as defined in Chapter 19. The term "hazardous waste" shall also include any substance which is defined as a hazardous waste by the Rules and Regulations of the Nebraska Department of Environmental Control as such rules and regulations are or may become effective from time to time.

25-2-115. Specified anatomical areas.

The term "specified anatomical areas" means:

- a) less than completely and opaquely covered human genitals, pubic region, buttocks or female breasts below a point immediately above the top of the areola or
- b) human male genitals in a discernibly turgid state, even if completely and opaquely covered.

25-2-116. Specified sexual activities.

Specified sexual activities means:

- a) human genitals in a state of sexual stimulation or arousal;
- b) acts of human masturbation, sexual intercourse or sodomy; or,
- c) fondling or other erotic touching of human genitals, pubic region, buttocks or female breasts.

25-2-117. Store.

To place or leave in a location for preservation or later use or disposal.

25-2-118. Story.

That part of a building, not including a basement:

- (1) between the surface of any floor and the surface of the next floor above it, or
- (2) if there is no floor above, then the space between any floor and the ceiling next above it.

25-2-119. Story, half.

A story directly under a gable, hip, or gambrel roof whose wall plates on at least two (2) opposite exterior walls are not more than two (2) feet above the floor of that story.

25-2-120. Street.

A public way, road, or highway, furnishing the principal means of access to an abutting lot or tract of land.

25-2-121. Street, front.

A street on which the majority of the lots in the block front.

25-2-122. Street, side.

A street which intersects a front street.

25-2-123. Structure.

Anything constructed or erected on the ground, or attached to something constructed or erected on the ground. The term includes manufactured homes, signs, billboards and fences so constructed, erected or attached.

25-2-124. Structural alteration.

A change in any supporting members, such as bearing wall, column, beam, or girder of any structure.

25-2-125. Subdivision.

The dividing of any parcel of land into two (2) or more parcels.

25-2-125.1. Tattooing.

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

25-2-125.2. Tattoo/body piercing establishment.

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

25-2-126. Temporary.

Less than twelve (12) months.

25-2-127. Townhouse.

An arrangement of single family dwelling units, joined by common walls on not more than two (2) sides, with the uppermost story being a portion of the same dwelling located directly beneath at the grade of the first floor area, and having exclusive individual ownership and occupancy rights of each dwelling unit, including, but not limited to the land area directly beneath such dwelling unit.

25-2-128. Travel trailer.

A portable vehicular structure built on a chassis which is designed to be used as a temporary dwelling while traveling, the body of which is not more than eight (8) feet wide nor thirty-two (32) feet long, and which usually contains bath or toilet facilities, or both. The term includes a camper.

25-2-129. Trailer park.

A tract of land which is not a mobile home park but contains individual parking lots for travel trailers. It may have temporary hookup facilities for plumbing and electrical services.

25-2-130. Unit.

The element of a planned unit development which is not owned in common with the owners of other elements in the development.

25-2-131. Use, Accessory.

A use subordinate to and serving the principal use or structure on the same lot and customarily incidental thereto.

25-2-132. Use, Conditional

A use classified as conditional may be appropriate or desirable in a specified zone, but requires special approval because if not carefully located or designed, it may create special problems such as excessive bulk, height or abnormal traffic conditions.

25-2-133. Use, Non-conforming

Use of land, buildings or structures legally existing at the effective date of this ordinance which does not comply with all regulations of this ordinance or any amendments hereto governing the zoning district in which such use is located.

25-2-134. Use, Permitted.

A public or private use which of itself conforms with the purposes, objectives, requirements, regulations and performance standards of particular zoning district.

25-2-135. Use, Principal.

The primary use of land or buildings as distinguished from accessory uses. A principal use may be either permitted or conditional.

25-2-136. Used car lot.

A lot or tract of land where second-hand automobiles, intact and ready for operation, are kept and offered for sale.

25-2-137. Variance.

An authorization granted by the Board of Adjustment with respect to a lot, tract of land, building or structure so as to permit the use of a lot or tract of land, or the construction, reconstruction, maintenance, repair or use of a building or structure, which is otherwise prohibited by this Chapter, because of peculiar and exceptional practical difficulties, or an exceptional and undue hardship of a type recognized by section 19-910 R.R.S. 1943, as amended, as grounds for the granting of a variance.

25-2-138. Yard.

An open space, other than a court, on a lot or tract of land generally unobstructed except as permitted in this Chapter from the ground upward.

25-2-139. Yard, front.

A yard extending the full width of a lot or tract of land between the front wall of the main building and the front lot line.

25-2-140. Yard, rear.

A yard extending the full width of a lot, or tract of land, between the rear of the main building and the rear lot line. The depth of a required rear yard is measured from the nearest point of the rear lot line to the nearest point of the main building.

25-2-141. Yard, side.

A yard between a side wall of the main building and the side lot line extending from the front yard to the rear yard.

25-2-142. Zoning district.

An area delineated on a zoning map for which uniform use regulations are specified.

25-2-143. Zoning map.

A map or maps directly enacted by the City Council as a part of this Chapter showing the boundaries of a zoning district or districts, a copy or copies of which, certified to have been enacted as provided by law, is filed in the office of the City Clerk as an Director record of the City, and a copy of which is attached to a copy of the text of this Chapter.

Section 2. Chapter 25, Article 3 of the Scottsbluff Municipal Code is amended by repealing the existing language and adding the following language:

"25-3-23. General Requirements

- (1) Accessory buildings. Accessory buildings, regardless of the direction they face, may not project beyond the rear of the main building. Accessory structures under two hundred square feet shall be anchored to a four inch concrete slab, pier footings, or secured by some other means approved by the Development Services Director or his/her designee.
- (2) Building projections; lateral. Eaves may extend into the front yard and rear yard setback area not to exceed a distance of two feet (2'), but may not extend into a side yard setback area. Porches, covered porches, decks, platforms or terraces not over three feet (3') above the average level of the adjoining ground may extend eight feet (8') into the required front yard. This exception shall not exceed any more than eight feet (8') into any front yard setback established in the zoning district. Covered porches, decks, platforms or terraces shall not be enclosed with any solid material such as screening, siding, plywood, or other solid material normally used for outside wall covering. Any railing shall comply with the requirements of the adopted building code and shall be at least 50% open to the passage of air and light. Open or enclosed fire escapes, fireproof outside stairways, or balconies, may not project more than five feet (5') into a yard, nor more than three and one-half feet (3.5') into a court.
- (3) Buildings, structures; projections; vertical. In measuring height of buildings or structures for compliance with this Chapter, the following parts of buildings or structures are not included, except where expressly otherwise provided: parapet walls not more than four (4) feet high, chimneys, cooling towers, elevators, bulkheads, fire towers, grain elevators, penthouses stacks, stage towers or scenery lofts, sugar towers, ornamental tanks, radio or television towers, ornamental towers, monuments, cupolas, domes and spires, and necessary mechanical appurtenances; provided, such projections shall not be so placed as to obstruct light or ventilation.
- (4) Covered patio or porch. A covered patio, porch, or similar accessory structure must comply with all yard area and space requirements applicable to an attached or detached accessory building, whichever is applicable. A front covered patio or porch shall not be enclosed. If a front covered patio or porch is enclosed, it shall no longer fall under this definition and shall be considered part of the building.
- (5) Carport. A carport may be attached to the main residence. If the carport is open on two sides, it may be built to the interior property line. The interior lot line side of the carport shall not be enclosed. Storm water runoff from the carport roof shall not drain onto adjoining property. There shall be an opening of a width of not less than thirty-six inches and of a height not less than that of a standard door to allow transportation between the front and back yards.
- (6) Common area. Where a building adjoins an area held in common with other property owners in the immediate vicinity, the roof overhang of the building may encroach into the commonly held area provided that the minimum spacing between buildings as mandated by the applicable fire prevention code is maintained.
- (7) Corner lot; obstructions. No building or structure, or a part thereof, may be built on a corner lot in any R Zone, or residentially used lot or tract of land, within a triangular area bounded by the lot lines abutting two (2) intersecting streets and a line connecting a point lying on each lot line twenty (20) feet from the point of intersection of the lot lines. Shrubs within this area may not exceed three (3) feet in height and trees therein must be trimmed to a height above the curb or established street grade of at least eight (8) feet.
- (8) Corner lot; side street. A building on a corner lot shall be set back from the side street not less than one-half (1/2) of the distance required by this Chapter for a front building setback. In zones C-1, C-2, and C-3, no building or structure, or any part thereof, shall be constructed within a triangular area at the street corner of a lot or tract which has, as its sides, sides herein designated and described. Side A shall consist of a side that borders the lane of traffic approaching the intersection, and that is fifteen (15) feet in length. Side B shall consist of a side that borders the lane of traffic leaving the intersection, and that is five (5) feet in length. Side C shall be the hypotenuse.
- (9) Decorative structures. A special permit may be issued to erect in a front setback area a decorative structure, exclusive of signs, which does not have a height in excess of three (3) feet above the ground.
- (10) Feedlots. New feedlots and the expansion of existing feedlots are not permitted within the City of Scottsbluff's zoning jurisdiction.
- (11) Hotels, motels; lot area. Lot area requirements for dwelling units apply to hotels and motels which provide kitchen facilities in any room, suite, or apartment.
- (12) Lot dimensions; reduction. After the effective date of this Chapter, no lot area, size or other dimension may be reduced below the minimum lot area, size, or other dimension required by this

Chapter. If the area, size or other dimension is below such minimum requirements when this Chapter becomes effective, it may not be reduced further.

(13) Particular streets; setbacks. All buildings and structures, except fences and signs, shall be set back from the following streets not less than the following distances:

- (a) from East side of 1st Avenue between East 15th Street and East Overland, ten (10) feet,
- (b) from East side of 1st Avenue between East 19th and East 20th Streets, ten (10) feet,
- (c) from both sides of Broadway Avenue between the South City Limits and West Overland Drive, twenty (20) feet,
- (d) from both sides of West 27th Street between Broadway Avenue and the West City limits, twenty (20) feet, and
- (e) from both sides of East Overland Drive between Railway Street and the East City limits, twenty (20) feet. If setbacks required by other provisions of this Chapter are greater than those specified in this section, the setback requirements of such other provisions shall govern.

(14) Railroad intersection. No building or other structure may be placed on a triangular tract of land which on one side abuts a public street that is intersected by a railroad track, on a second side abuts the railroad right-of-way, and the third boundary line which, extended, intersects the centerline of the nearest rail and the nearest right-of-way line of the street at points respectively, which are less than fifty (50) feet distant from the point of intersection of such centerline of the nearest rail and such right-of-way line of the street extended.

(15) Rear yard; depth; area. In computing depth or area of a rear yard for a lot whose rear yard opens into an alley, one-half (½) of the width of the alley is considered to be part of the yard.

(16) Semidetached dwellings; bungalow court; setbacks. For purposes of the application of front, side, and rear yard setbacks, a semidetached (two-family) dwelling or a bungalow court is considered to be one (1) building occupying one (1) lot.

(17) Setbacks; front. Front yard setback requirements apply to that part of the yard abutting a front street whether the building on the lot fronts on the front or a side street. A building on a corner lot shall be set back from the side street not less than one-half the distance required by the Chapter for a front building setback. In zones C-1, C-2 and C-3 no building or structure, or any part thereof, shall be constructed within a triangular area at the street corner of a lot or tract which has, as its sides, sides herein designated and described. Side A shall consist of a side that borders the lane of traffic approaching the intersection, and that is fifteen (15) feet in length. Side B shall consist of a side that borders the lane of traffic leaving the intersection, and that is five (5) feet in length. Side C shall be the hypotenuse. Accessory buildings, regardless of the direction they face, may not project beyond nor into any yard required by the Chapter, nor may they be located in such yard.

(18) Setbacks; plat. If setbacks greater than required by this Chapter are shown in a recorded plat of an addition or subdivision which has been approved by the City Council, compliance shall be had with the setbacks shown in the plat.

(19) Setbacks; quarter section lines. If a track abuts upon or is adjacent to a quarter section line on which no public street, alley, highway, road or way has been established, the front and rear setback requirements for buildings and structures which are established elsewhere in this Chapter shall apply to that part of the tract which so abuts or is so adjacent as if the quarter section line were the centerline of a platted street which is one hundred feet in width, and as if the tract or, as the case may be, part of the tract fronted on such street.

(20) Subdivided lot; noncompliance; special permit. Anything in this Article to the contrary notwithstanding, if the City Council shall have approved the subdivision of a lot (whether by approval of a final replat or approval of a subdivision without a plat) into two (2) or more tracts on each of which there has existed since prior to June 10, 1974 one (1) or more residence buildings, and after the subdivision one (1) or more of such tracts or buildings shall not comply, because of such subdivision, with one or more other requirements of this Article, the Planning Commission, upon an application made pursuant to Article 16 and compliance with all other requirements of such Article, may issue a special permit waiving such noncompliance with Article 3, subject to such conditions, if any, as the permit may prescribe.

(21) Swimming pool; location. A swimming pool or similar accessory structure may not be located in either a front or side yard setback area.

(22) Use of Land; Public Utility. The use of land (exclusive of public streets and alleys) and buildings in any location for public utility (whether publicly or privately owned) purposes which the Commission finds reasonably necessary for the public convenience and welfare. The permits authorized in

subdivisions (3) and (4) of the preceding sentence may not be granted for more than one (1) year,

but may be renewed for periods not exceeding one year each for written application made at least thirty (30) days before the one period expires.

(23) Uses: illegal; existing. No use of any lot, tract of land, building or structure which was illegal at the time this Chapter was enacted is made legal by the enactment of this Chapter unless the use conforms fully to the requirements of this Chapter.

(24) Uses requiring special permit. The following uses which, in absence of a special permit granted by the Planning Commission, are not permitted in any zone or, as the case may be, in certain zones are permitted if the Planning Commission grants a special permit for the use:

1. Accessory living quarters for persons employed in agricultural work on the land
2. Animal hospital or dog kennel
3. Slaughtering of animals or poultry
4. Outdoor amusement enterprises
5. Cemetery
6. A family child care home which is already permitted in a zone when providing care for more than 12 hours per day. Provided that any individual child may only be present for 12 hours or less per day but the family child care home may operate any time of the day or night after a special permit is approved.
7. Drive-in theater
8. Golf course or driving range
9. Hospital, sanitarium or chemical dependency rehabilitation facility
10. Livestock feeding or sale yard
11. Nuisance-producing agricultural use
12. Nursing home
13. Private club or social center
14. Sand or gravel pit or plant, borrow pit, stripping of top soil, or recycling concrete rubble and the retail sale of the resulting product
15. Private or parochial school or similar institution
16. Oil or gas well, and
17. Facility providing temporary care for runaway or homeless minors. The term "runaway or homeless minors" includes, but is not limited to, minors of that description who are placed in the facility by order of a court or by other public agency.

(25) Yard space: openness. Except as otherwise permitted in this Article, the minimum required yard must be open above its lowest point to the sky. A yard or open space required for one building or structure may not be used to fulfill a yard or open space required for any other building or structure.

Section 3. Previously existing Chapter 25, Article 2 and Article 3 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 _____, 2017.

Mayor

ATTEST:

City Clerk (Seal)

Approved to form:

City Attorney

City of Scottsbluff, Nebraska

Monday, April 3, 2017

Regular Meeting

Item Resolut.3

Council to consider an Ordinance amending the Municipal Code to provide for the powers of the Community Redevelopment Authority.

Staff Contact: Nathan Johnson, City Manager

ORDINANCE NO. _____

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

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

Section 1. Section 6-2-94.2 of the Municipal Code is amended to read as follows:

“6-2-94.2. Community Development Law.

The Authority shall be vested with all the powers, duties and responsibilities provided for in the Community Development Law, Neb. Rev. Stat. §§ 18-2101, et seq., as may be amended from time to time. The Authority shall assume all obligations of, and exercise all power and authority previously exercised by, the City Council acting as the Community Development Agency”

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

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

PASSED and APPROVED on _____, 2017.

Mayor

Attest: _____
City Clerk (Seal)

Approved as to Form:

(Deputy) City Attorney

City of Scottsbluff, Nebraska

Monday, April 3, 2017

Regular Meeting

Item Resolut.4

Council to consider a Resolution to terminate the Scottsbluff Improvement Agency.

Staff Contact: Nathan Johnson, City Manager

Nathan & Cindy:

In February 2016, the City Council joined with the Community Redevelopment Authority of the City of Scottsbluff to enter into an Interlocal Cooperation Agreement for the formation of the Scottsbluff Improvement Agency. The sole reason for the Agency was to meet the requirements of the proposed additional sales tax pursuant to LB357. Since that sale tax did not pass, there is no further need for the Agency. In fact, if the City were to consider a future election concerning the additional LB357 sales tax, the requirement is that the Interlocal Agency must not be in existence for the one year proceeding the election. Thus, the existing Interlocal Cooperation Agreement could not be used and any future effort would require a new Interlocal Agency to be formed. According to the Interlocal Agreement, the City has the right to terminate the Interlocal Agreement. The consent or agreement of the Community Redevelopment Authority is not required. We recommend that the Council pass the attached Resolution. Thanks, Rick.

Thanks, Rick.

Rick L. Ediger

Simmons Olsen Law Firm, P.C.

1502 2nd Avenue

Scottsbluff, NE 69361

(308) 632-3811; (308) 635-0907 (Fax)

[Website](#)



RESOLUTION NO. 17-04-__

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

Recitals:

a. The City of Scottsbluff, Nebraska (the “City”), previously entered into an Interlocal Cooperation Agreement with the Community Redevelopment Authority of Scottsbluff (the “CRA”) in order to establish a separate legal entity known as the Scottsbluff Improvement Agency (the “Agency”). The purpose of the Agency was to assist in the implementation of an additional municipal sales and use tax (the “Additional Sales Tax”), as required by Section 77-27,142(3)(a) of the Nebraska statutes.

b. The Additional Sales Tax was considered by the qualified electors of the City on May 10, 2016. The qualified electors of the City rejected the Additional Sales Tax.

c. As a result of the election, there is no longer any need to maintain the Agency. Pursuant to the Interlocal Cooperation Agreement, the City has the power to terminate the Agency at any time.

Resolved that:

1. The Agency shall be terminated immediately by this Resolution.
2. The Mayor and Clerk are authorized and directed to execute such documents and take such further actions as are necessary to carry out the purposes and intent of this Resolution and the Redevelopment Plan.
3. This Resolution shall become effective immediately upon its adoption.

PASSED and APPROVED on April __, 2017.

Mayor

ATTEST:

City Clerk (Seal)

City of Scottsbluff, Nebraska

Monday, April 3, 2017

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