

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

Regular Meeting
April 17, 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 April 3, 2017, Regular Meeting.
 - b) Council to set a public hearing for May 1, 2017 at 6:05 p.m. to review and consider the most recent Report of the Economic Development Citizen's Advisory Review Committee.
 - c) Council to set a public hearing for May 1, 2017 at 6:05 p.m. to receive comment on additions to the definition of Qualifying Businesses under the City's Economic Development Plan, as recommended by the Citizen's Advisory Review Committee.
7. Claims:
 - a) Regular claims
8. Petitions, Communications, Public Input:
 - a) Council to consider the Liquor License Manager License naming Jay Gates as Manager of the Class I Liquor License for RMH Franchise Corporation dba Applebee's Neighborhood Grill & Bar, 2302 Frontage Rd., Scottsbluff, NE.
 - b) Council to consider a Business Promotional Event Permit for the Downtown Scottsbluff Association, sponsors of the "Farmers Market" at the 18th Street Mini-Park on Saturday mornings, 6/3/17 – 9/30/17; 7:00 a.m. to 12:00 p.m.
9. Reports from Staff, Boards & Commissions:
 - a) Council to receive a status report on the progress of the East Overland Corridor

Development.

- b) Council to consider the lease agreement with Venango Solar, LLC for the purpose of installing and maintaining solar panels for generation of electrical energy and authorize the Mayor to execute the agreement.
 - c) Council discussion and instructions to staff regarding additional solar energy development.
 - d) Council to consider approval of the sand volleyball coordinator agreement and authorize the Mayor to execute the agreement.
 - e) Council to consider approval of the Lacy Park concessions contract and authorize the Mayor to execute the contract.
 - f) Council to consider approval of the campground host contract and authorize the Mayor to execute the contract.
 - g) Council to consider approval of the Copier Connection Maintenance Contract for the Police Department and authorize the Mayor to execute the agreement.
 - h) Council to consider authorizing the Mayor to sign a Release of Lien for Special Assessments paid for Paving District No. 311.
10. Resolution & Ordinances:
- a) Council to consider an Ordinance providing for an occupational tax on hotel accommodations.
 - b) Council to consider an Ordinance annexing tracts of land known as Block One, Alf Addition, an addition to the City of Scottsbluff, Scotts Bluff County, Nebraska.
 - c) Council to consider an Ordinance amending the Municipal Code to provide for the powers of the Community Redevelopment Authority (second reading.)
 - d) Council to consider adopting the International Building Code 2012 Edition and International Residential Code 2012 Edition and approve the Ordinance (third reading).
 - e) Council to consider an Ordinance Amendment adding language and requirements for 24 hour Daycare (third reading).
11. Executive Session
- a) Council reserves the right to enter into closed session if deemed necessary if the item is on the agenda.
12. Public Comments: The purpose of this agenda item is to allow for public comment of items for potential discussion at a future Council Meeting. Comments brought to the Council are for information only. The Council will not take any action on the item except for referring it to staff to address or placement on a future Council Agenda. This comment period will be limited to three (3) minutes per person
13. Council reports (informational only):
14. Scottsbluff Youth Council Representative report (informational only):
15. Adjournment.

City of Scottsbluff, Nebraska

Monday, April 17, 2017

Regular Meeting

Item Consent1

Approve the minutes of the April 3, 2017, Regular Meeting.

Staff Contact: Cindy Dickinson, City Clerk

The Scottsbluff City Council met in a regular meeting on April 3, 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 31, 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 31, 2017.

Mayor Randy Meininger presided and City Clerk Dickinson recorded the proceedings. Members of Cub Scout Den 5, Wolf Pack, were present to work on their community badge. Mayor Meininger asked the Cub Scouts to lead the Council and attendees in The Pledge of Allegiance. Mayor Meininger welcomed everyone in attendance and encouraged all citizens to participate in the council meeting asking those wishing to speak to come to the microphone and state their name and address for the record. Mayor Meininger informed those in attendance that a copy of the Nebraska open meetings act is posted in the back of the room on the west wall for the public's review. The following Council Members were present: Randy Meininger, Raymond Gonzales, 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 20, 2017, Regular Meeting be approved,"
2. "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.,"
3. "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.," "YEAS", Meininger, Colwell, Gonzales and McCarthy, "NAYS" Shaver. Absent: None.

Moved by Council Member McCarthy, seconded by Council Member Gonzales, "that the following claims be and hereby are approved and should be paid as provided by law out of the respective funds designated in the list of claims dated April 3, 2017, as on file with the City Clerk and submitted to the City Council,"

CLAIMS

ACCELERATED RECEIVABLES SOLUTIONS,GARNISHMENTS,663.62; AE SERVICES, LLC,SENIOR CENTER,144.18; AIRGAS USA, LLC,DEPT SUPPLIES,93.06; AMAZON.COM HEADQUARTERS, MISC., 912.58; ANDERSON FORD INC,CIP-PATROL CARS,55470; AUTOZONE STORES, INC,EQUIP MTNC,39.32; B & H INVESTMENTS, INC,REPAIR TIMER MOTOR, 180.5; B&C STEEL CORPORATION,AERATOR,25.83; BLACK HILLS GAS

DISTRIBUTION LLC,MONTHLY ENERGY BILL,4047.82; BLUFFS SANITARY SUPPLY INC.,DEPT & JANIT SUPPL,271.01; BOHL, MARK,REPLENISH PETTY CASH FUND,47; BORNSCHLEGL JAMES,EQUIP MAINT,34.98; BSN SPORTS, INC,FIELD LINE MARKER,386.09; CARR- TRUMBULL LUMBER CO, INC.,DEPT SUP,34.83; CELLCO PARTNERSHIP,CELL PHONES,507.69; CEMENTER'S INC,DEPT SUP,397.24; CHILD SUPPORT,CHILD SUPPORT - CA,37; CHRIS BURBACH,EXPENSES - CLERK SCHOOL,104.59; CITIBANK N.A.,DEP SUPP,17.99; CITY OF SCB,CIP-PATROL CARS,30; CLARK PRINTING LLC,DEP. SUP.,252; COLONIAL LIFE & ACCIDENT INSURANCE COMPANY,INSURANCE,48.7; COMFORT INN, DEPT BSNS TRVL,284.85; CONTRACTORS MATERIALS INC.,SUPP - MEASURING WHEEL,57.82; CORNHUSKER MARRIOTT HOTEL.,LEAUGE CONF LODGING,1131; CROUCH RECREATIONAL DESIGN, INC,SOCCER GOAL,2791; CYNTHIA GREEN,DEPT SUP,35.2; DAS STATE ACCOUNTING-CENTRAL FINANCE,MONTHLY LONG DISTANCE,154.88; DICKINSON, CINDY,MUNI CLERKS CONF,44.86; DIEDRICH JORDAN,MEAL EXPENSE - CONFERENCE,24; DUANE E. WOHLERS,DISPOSAL FEES,450; ELXSI,CONTRACTUAL SVC,2450; ENERGY LABORATORIES, INC,SAMPLES,135; FAIRBANKS SCALES INC,DEPT SUP,417.46; FAT BOYS TIRE AND AUTO,EQUIP MTNC,411; FEDERAL EXPRESS CORPORATION,RETURNED TRUCK SEATS - PARKS,325.72; FLOYD'S TRUCK CENTER, INC,EQUIP MTNC,357.27; GENERAL ELECTRIC CAPITAL CORPORATION,DEPT SUP,766.51; H D SUPPLY WATERWORKS LTD,DEPT SUP,3874.97; HULLINGER GLASS & LOCKS INC.,LOCK FOR SHOP,762.25; IDEAL LAUNDRY AND CLEANERS, INC.,RIVERSIDE RESTROOM,643.73; INDEPENDENT PLUMBING AND HEATING, INC, FRANK PARK RR,106.3; INFO USA MARKETING,POLK DIRECTORIES,710; INGRAM LIBRARY SERVICES INC,DVDS,129.37; INTERNAL REVENUE SERVICE,WITHHOLDINGS,57632.13; JOHN DEERE FINANCIAL,AUGER PARTS,41.12; JOHN DEERE FINANCIAL,RENTAL TRACTOR - PARKS,1170; JORDAN COLWELL,P3 CONFERENCE, 185.93; KIRK BERNHARDT,UMPIRE CONTRACT,800; KNOW HOW LLC,EQUIP MTNC,688.68; KRIZ-DAVIS COMPANY,BLDG MTNC,143.25; LANDAUER, INC,EQUIP MAINT,69.45; LEAGUE ASSOCIATION OF RISK MANAGEMENT,PD - 2 SUVS,812.91; M.C. SCHAFF & ASSOCIATES, INC,ENGINEERING,8814.5; MAILFINANCE INC,POSTAGE METER LEASE, 148.76; MATHESON TRI-GAS INC,TESTING FINAL 8 DIVE BOTTLES,200; MENARDS, INC, RIVERSIDE RESTROOM, 213.17; MIRACLE RECREATION EQUIPMENT,RIVERSIDE POND - TRACY FORD MEMR.,544.27; MUNICIPAL EMERGENCY SERVICES INC,FIVE FF HELMETS,1506.88; NE CHILD SUPPORT PAYMENT CENTER,NE CHILD SUPPORT PYBLE,1630.93; NE COLORADO CELLULAR, INC,CONTRACTUAL SVC,75.5; NE DEPT OF MOTOR VEHICLES,LEGAL FEES,66; NE MOSQUITO & VECTOR CONTROL ASSN.,2 MEN ATTEND WORKSHOP & CALIBRATE MACHINE,95; NEBRASKA PUBLIC POWER DISTRICT, ELECTRIC,20037.49; NELSON TRENT,DEPT SUPPLIES,490.3; NEWMAN, TIMOTHY,TRAVEL, MEALS, 90; NORTHWEST PIPE FITTINGS, INC. OF SCOTTSBLUFF,CAMPGROUND SUPPLIES, 179.9; PANHANDLE COOPERATIVE ASSOCIATION,GAS/DIESEL,991.76; PANHANDLE ENVIRONMENTAL SERVICES INC, SAMPLES, 234; PANHANDLE HUMANE SOCIETY,APRIL 2017 CONTRACTUAL, 5023.88; PAUL REED CONSTRUCTION & SUPPLY, INC, DEPT SUPPLIES, 1149.12; PLATTE VALLEY BANK, HSA ACCTS,15074.87; POSTMASTER, POSTAGE,276.78; PUBLIC SAFETY CENTER, INC,THREE SAFETY LIGHTS,289.1; RAMADA INN-KEARNEY,ROOM - SCHOOL/CONFERENCE,375; REAMS SPRINKLER SUPPLY CO.,REPAIRS - SOCCER FIELDS, 722.36; REGIONAL CARE INC,HEALTH INS. PREMIUM - APRIL 2017, 76221.75; RIVERSIDE ZOOLOGICAL FOUNDATION, 2ND QTR 2017 CONTRACTUAL, 87500; S M E C,EMPLOYEE DEDUCTION,194.5; SCB FIREFIGHTERS UNION LOCAL 1454, FIRE EE DUES,195; SCHAEFFER MANUFACTURING COMPANY,CITROL,235.74;

SCOTTSBLUFF POLICE OFFICERS ASSOCIATION,POLICE EE DUES,552; SCOTTSBLUFF SCREENPRINTING & EMBROIDERY, LLC,LENGTH OF SERVICE AWARDS, 407; SCOTTSBLUFF WINSUPPLY COMPANY,HYDRANT,117.07; SHERWIN WILLIAMS,SKATE PARK VANDALISM,93.62; SIMON CONTRACTORS,CONCRETE FOR STREET REPAIR,3143.18; SNELL SERVICES INC.,EQUIP MAINT,150; STATE HEALTH LAB,SAMPLES,386; THOMPSON GLASS, INC,CLEVELAND FIELD,616.65; TRANS IOWA EQUIPMENT LLC,EQUIP MAINT,435.6; TYLER TECHNOLOGIES, INC,ONLINE UB,348; UNITED STATES WELDING, INC,WELD. SUPP - ACET & OXYGEN,108.65; US BANK,PRGRMS,136.29; VANTAGEPOINT TRANSFER AGENTS-300793,DEF COMP,645; VANTAGEPOINT TRANSFER AGENTS-705437,ROTH IRA, 530; WEBBER TYLER,SCHOOLS & CONF,525; WELLS FARGO BANK, N.A., RETIREMENT, 30676.81; WIN INVESTMENTS INC,SCHOOLS & CONF,216.98; ZM LUMBER INC,RIVERSIDE DOCK,10.48; REFUNDS: DASH MARKETING 20.39; AARON MCNEES 25.59; CHRISTINA RED FEATHER 72.29.

City Manager Johnson presented the Economic Development Assistance Agreement with Open Door Counseling explaining that this \$20,000.00 request is for a five year term with four full-time positions. They currently have three full-time positions, so they will be adding one additional full-time position. The LB 840 Application Review committee approved the application at their March 2, 2017 meeting. Moved by Mayor Meininger, seconded by Council Member Gonzales, "to approve the Economic Development Assistance Agreement with Open Door Counseling for \$20,000.00 for a five year term to provide for four full-time positions, and authorize the City Manager to execute the agreement as the Economic Development Program Administrator," "YEAS", Meininger, Colwell, Gonzales and McCarthy, "NAYS" Shaver. Absent: None.

Mr. Johnson presented the Release of Lien for Paving District No. 311, Five Oaks, which was paid by the owners. Moved by Council Member McCarthy, seconded by Council Member Shaver, "to authorize the Mayor to sign a Release of Lien for Special Assessments paid for Paving District No. 311," "YEAS", Meininger, Colwell, Gonzales, Shaver and McCarthy, "NAYS" None. Absent: None.

City Manager Johnson presented the annual agreement with Copier Connection for maintenance of the copy machine at the Library. The library makes approximately 14,000 copies each year, some of which are paid by the public if they request copies. This agreement is the same amount as last year. Moved by Council Member Shaver, seconded by Council Member Colwell, "to approve the Copier Connection Maintenance Contract for the Library and authorize the Mayor to execute the agreement," "YEAS", Meininger, Colwell, Gonzales, Shaver and McCarthy, "NAYS" None. Absent: None.

Mr. Johnson explained to the Council that the Scottsbluff Public School District has received a bid from Rocky Mountain Demolition, Inc. for the demolition of the outdoor Splash Pool in the amount of \$67,621.00. The Scottsbluff Public School views the City as a partner with the demolition of the Splash pool. The bid amount of \$67,621.00 will be paid from the \$202,000.00 budgeted in the general fund which was earmarked for locker room repairs, and is no longer needed. Moved by Council Member Colwell, seconded by Council Member McCarthy, "to approve paying up to \$67,621.00 to the Scottsbluff Public School District for the demolition cost of the outdoor Splash pool," "YEAS", Meininger, Colwell, Gonzales, Shaver and McCarthy, "NAYS" None. Absent: None.

City Manager Johnson provided a report on potential revenue sources, including comparable information regarding lodging and restaurant Occupation Taxes. In addition, the five-year annexation plan will provide an opportunity to collect additional property tax, NPPD lease payments and additional sales tax revenue. Staff plans to move forward with the annexation plan, and we are looking for guidance from the City Council regarding pursuit of occupation taxes.

Mayor Meininger summarized the following revenue streams for the City: (1) property tax with a maximum of \$175,000.00 to the general fund; (2) sales tax, which provides the main source of revenue for the general fund; (3) LB840 which provides funding for Economic Development; (4) the potential for LB357, which can be voted on again at a later date; (5) occupation taxes, which can provide funding for the general fund; (6) annexation which can provide potential sales tax revenue from retail businesses, and (7) NPPD Lease payments, which is 12% of the customer's usage, within the city limits.

Council Member Shaver asked what is necessary to change the maximum of \$175,000.00 collected from property tax to go to the General Fund. He feels a percentage would better reflect the amount that should be collected.

Council Member Gonzales asked about the trending sales tax and what the continued budget shortfall looks like if things continue the same. Finance Director Hilyard answered that as of last month, we were only \$1600.00 ahead of where we budgeted for sales tax revenue. The budgeted amount had factored in a shortfall for the general fund. Any further decrease of sales tax brings a greater shortfall. Council Member Shaver commented that we need to do something to increase the general fund, which brings us back to occupation taxes.

Mr. Johnson commented that we need to look at potential annexation areas such as the location of Bomgaars, NAPA and Inland Trucking, for additional sales tax revenue and NPPD lease revenue. Mayor Meininger noted that the areas on the five year annexation plan are already being serviced by our public safety personnel. Our goal is to eventually have the City's Waste Water Treatment facility included in the city limits, which would increase our NPPD lease revenue.

Council Member Gonzales asked about the revenues required for matching funds for our East Overland and Downtown Revitalization grant projects. Mr. Johnson commented that we won't have access to grant funds until next year. We can transfer funds from the sale of the Industrial Tract and move them to the CDBG fund, which will help with matching funds, however, we can't use those funds until October 1, 2017.

Regarding the lodging tax, Ms. Hilyard added that the estimated revenue for a 2% tax is approximately \$150,000. Council Member Gonzales commented that we need to look at all options to cover our budget shortfall. He also noted that in 2020 the Riverside Discovery Center contract expires and Council will need to decide if we want to continue to fund it from the General Fund.

Council directed staff to provide estimated revenue numbers for annexation projects and an Ordinance providing for a 4% Occupational Tax on lodging.

Council introduced the International Building Code 2012 Edition and International Residential Code 2012 Edition which was read by title on second 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.**

Council introduced the Ordinance Amendment adding language and requirements for 24 hour Daycare which was read by title on second 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 proposed ordinance amending the Municipal Code to provide for the powers of the Community Redevelopment Authority (CRA). This provides for the amendment to the Community Redevelopment Authority Code section to provide the CRA with all obligations and authority of the Community Development Agency. Mayor Meininger introduced the Ordinance which was read by title on first reading: **AN ORDINANCE OF THE CITY OF SCOTTSBLUFF, NEBRASKA, AMENDING THE MUNICIPAL CODE TO PROVIDE FOR THE POWERS OF THE COMMUNITY REDEVELOPMENT AUTHORITY.**

Council Member Shaver commented that he has a problem with the establishment of the Community Redevelopment Authority. The original purpose of setting up the CRA was to create the partnership for LB 357 projects. His concern is that members of the CRA are not elected officials, however the state gives them the authority to borrow money. We can't limit what they do unless they have a specific limited time frame. Council Member Gonzales commented that they need to have some sort of assets. We anticipated passage of LB357, in which case we needed to establish the CRA. Mayor Meininger added that we will need to have the CRA established if the Council presents LB357 for a vote again.

Mr. Johnson explained the need to terminate the Scottsbluff Improvement Agency, which was formed as a requirement of the proposed additional sales tax pursuant to LB357. Since that sales tax did not pass, there is no further need for the Agency. If the City were to consider a future election concerning the additional sales tax, the Interlocal Agency must not be in existence for the year preceding the election, and a new Interlocal Agency would need to be formed. Moved by Mayor Meininger, seconded by Council Member Shaver, "to approve Resolution No. 17-04-01 to terminate the Scottsbluff Improvement Agency," "YEAS", Meininger, Colwell, Gonzales, Shaver and McCarthy, "NAYS" None. Absent: None.

RESOLUTION NO. 17-04-01

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)

Under Council Reports, Mayor Meininger reported on the 911 Task Force, they voted to lower the amount going into joint fund task force by 10% and they are still interviewing software companies. Council Member Gonzales reported that there is a PADD meeting this week and WNED will meet next month.

Moved by Council Member Shaver, seconded by Council Member Colwell, “to adjourn the meeting at 6:30 p.m.,” “YEAS”, Colwell, Meininger, McCarthy, Shaver and Gonzales, “NAYS”: None; Absent: None.

Mayor

Attest:

City Clerk
“SEAL”

City of Scottsbluff, Nebraska

Monday, April 17, 2017

Regular Meeting

Item Consent2

Council to set a public hearing for May 1, 2017 at 6:05 p.m. to review and consider the most recent Report of the Economic Development Citizen's Advisory Review Committee.

Staff Contact: Nathan Johnson, City Manager

City of Scottsbluff, Nebraska

Monday, April 17, 2017

Regular Meeting

Item Consent3

Council to set a public hearing for May 1, 2017 at 6:05 p.m. to receive comment on additions to the definition of Qualifying Businesses under the City's Economic Development Plan, as recommended by the Citizen's Advisory Review Committee.

Staff Contact: Nathan Johnson, City Manager

City of Scottsbluff, Nebraska

Monday, April 17, 2017

Regular Meeting

Item Claims1

Regular claims

Staff Contact: Liz Hilyard, Finance Director



Expense Approval Report

By Vendor Name

Post Dates 04/04/2017 - 4-17-17

Description (Payable)	Account Name	(None)	(None)	(None)	Amount
Vendor: 00743 - 3M COMPANY					
Fund: 212 - TRANSPORTATION					
PAVEMENT MARKING TAPE & ...	STREET REPAIR SUPPLIES				12,348.75
				Fund 212 - TRANSPORTATION Total:	12,348.75
				Vendor 00743 - 3M COMPANY Total:	12,348.75
Vendor: 00460 - ACCELERATED RECEIVABLES SOLUTIONS					
Fund: 713 - CASH & INVESTMENT POOL					
WAGE ATTACHMENT	WAGE ATTACHMENT EE PAY				519.82
WAGE ATTACHMENT	WAGE ATTACHMENT EE PAY				143.80
				Fund 713 - CASH & INVESTMENT POOL Total:	663.62
				Vendor 00460 - ACCELERATED RECEIVABLES SOLUTIONS Total:	663.62
Vendor: 00393 - ACTION COMMUNICATIONS INC.					
Fund: 111 - GENERAL					
DEPT SUPP	DEPARTMENT SUPPLIES				35.00
				Fund 111 - GENERAL Total:	35.00
Fund: 621 - ENVIRONMENTAL SERVICES					
dept supplies	DEPARTMENT SUPPLIES				1,151.35
CAMBIUM INTERNET SERVICE	DEPARTMENT SUPPLIES				27.50
				Fund 621 - ENVIRONMENTAL SERVICES Total:	1,178.85
Fund: 631 - WASTEWATER					
CAMBIUM INTERNET SERVICE	DEPARTMENT SUPPLIES				27.50
				Fund 631 - WASTEWATER Total:	27.50
				Vendor 00393 - ACTION COMMUNICATIONS INC. Total:	1,241.35
Vendor: 05887 - ALLO COMMUNICATIONS,LLC					
Fund: 111 - GENERAL					
LOCAL TELEPHONE CHARGES	TELEPHONE				267.63
LOCAL TELEPHONE CHARGES	TELEPHONE				69.44
LOCAL TELEPHONE CHARGES	TELEPHONE				67.94
LOCAL TELEPHONE CHARGES	TELEPHONE				37.14
LOCAL TELEPHONE CHARGES	TELEPHONE				160.00
LOCAL TELEPHONE CHARGES	TELEPHONE				176.60
LOCAL TELEPHONE CHARGES	TELEPHONE				361.61
LOCAL TELEPHONE CHARGES	TELEPHONE				1,583.51
LOCAL TELEPHONE CHARGES	TELEPHONE				518.92
LOCAL TELEPHONE CHARGES	TELEPHONE				223.64
LOCAL TELEPHONE CHARGES	TELEPHONE				14.70
				Fund 111 - GENERAL Total:	3,481.13
Fund: 212 - TRANSPORTATION					
LOCAL TELEPHONE CHARGES	TELEPHONE				439.09
				Fund 212 - TRANSPORTATION Total:	439.09
Fund: 213 - CEMETERY					
LOCAL TELEPHONE CHARGES	TELEPHONE				69.44
				Fund 213 - CEMETERY Total:	69.44
Fund: 621 - ENVIRONMENTAL SERVICES					
LOCAL TELEPHONE CHARGES	TELEPHONE				256.27
				Fund 621 - ENVIRONMENTAL SERVICES Total:	256.27
Fund: 631 - WASTEWATER					
LOCAL TELEPHONE CHARGES	TELEPHONE				135.83
				Fund 631 - WASTEWATER Total:	135.83

Expense Approval Report

Post Dates: 04/04/2017 - 4-17-17

Description (Payable)	Account Name	(None)	(None)	(None)	Amount
Fund: 641 - WATER					
LOCAL TELEPHONE CHARGES	TELEPHONE				102.66
				Fund 641 - WATER Total:	102.66
Fund: 661 - STORMWATER					
LOCAL TELEPHONE CHARGES	TELEPHONE				34.77
				Fund 661 - STORMWATER Total:	34.77
Fund: 721 - GIS SERVICES					
LOCAL TELEPHONE CHARGES	TELEPHONE				34.14
				Fund 721 - GIS SERVICES Total:	34.14
				Vendor 05887 - ALLO COMMUNICATIONS,LLC Total:	4,553.33
Vendor: 04134 - AMERICAN BACKFLOW PREVENTION ASSOCIATION					
Fund: 641 - WATER					
MEMBERSHIP	MEMBERSHIPS				65.00
				Fund 641 - WATER Total:	65.00
				Vendor 04134 - AMERICAN BACKFLOW PREVENTION ASSOCIATION Total:	65.00
Vendor: 07990 - ANDREA FOLCK					
Fund: 111 - GENERAL					
DEPT BSNSS TRVL	BUSINESS TRAVEL				77.20
				Fund 111 - GENERAL Total:	77.20
				Vendor 07990 - ANDREA FOLCK Total:	77.20
Vendor: 02118 - ANITA'S GREENSCAPING INC					
Fund: 216 - BUSINESS IMPROVEMENT					
BID PRKNG LOT MNTNC	CONTRACTUAL SERVICES				758.89
				Fund 216 - BUSINESS IMPROVEMENT Total:	758.89
Fund: 661 - STORMWATER					
CONTRACTUAL SVC	CONTRACTUAL SERVICES				230.00
				Fund 661 - STORMWATER Total:	230.00
				Vendor 02118 - ANITA'S GREENSCAPING INC Total:	988.89
Vendor: 09385 - ASSOCIATION OF ST FLOODPLAIN MNGRS INC					
Fund: 111 - GENERAL					
DEPT MMBRSH	MEMBERSHIPS				150.00
				Fund 111 - GENERAL Total:	150.00
				Vendor 09385 - ASSOCIATION OF ST FLOODPLAIN MNGRS INC Total:	150.00
Vendor: 06781 - ASSURITY LIFE INSURANCE CO					
Fund: 713 - CASH & INVESTMENT POOL					
LIFE INS	LIFE INS EE PAYABLE				32.95
				Fund 713 - CASH & INVESTMENT POOL Total:	32.95
				Vendor 06781 - ASSURITY LIFE INSURANCE CO Total:	32.95
Vendor: 04575 - AUTOZONE STORES, INC					
Fund: 111 - GENERAL					
supplies for FM	DEPARTMENT SUPPLIES				13.87
				Fund 111 - GENERAL Total:	13.87
Fund: 725 - CENTRAL GARAGE					
oil & antifreeze	OIL & ANTIFREEZE				49.90
equip mtn	EQUIPMENT MAINTENANCE				2.83
oil & antifreeze	OIL & ANTIFREEZE				299.40
				Fund 725 - CENTRAL GARAGE Total:	352.13
				Vendor 04575 - AUTOZONE STORES, INC Total:	366.00
Vendor: 00295 - B & H INVESTMENTS, INC					
Fund: 111 - GENERAL					
DEPT SUPP	DEPARTMENT SUPPLIES				12.00
BLDG MAINT	BUILDING MAINTENANCE				10.75
BLDG MAINT	BUILDING MAINTENANCE				10.75

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Description (Payable)	Account Name	(None)	(None)	(None)	Amount
Dep sup. - library	DEPARTMENT SUPPLIES				40.50
				Fund 111 - GENERAL Total:	74.00
Fund: 212 - TRANSPORTATION					
SUPP - WATER	DEPARTMENT SUPPLIES				51.50
SUPP - WATER	DEPARTMENT SUPPLIES				51.50
SUPP - WATER	DEPARTMENT SUPPLIES				16.50
				Fund 212 - TRANSPORTATION Total:	119.50
Fund: 621 - ENVIRONMENTAL SERVICES					
dept supplies	DEPARTMENT SUPPLIES				16.50
dept supplies	DEPARTMENT SUPPLIES				16.50
dept supplies	DEPARTMENT SUPPLIES				41.50
				Fund 621 - ENVIRONMENTAL SERVICES Total:	74.50
				Vendor 00295 - B & H INVESTMENTS, INC Total:	268.00
Vendor: 00405 - BLUFFS SANITARY SUPPLY INC.					
Fund: 111 - GENERAL					
Jan sup.	JANITORIAL SUPPLIES				193.89
Jan sup.	JANITORIAL SUPPLIES				52.99
				Fund 111 - GENERAL Total:	246.88
Fund: 621 - ENVIRONMENTAL SERVICES					
dept supplies	DEPARTMENT SUPPLIES				35.44
dept supplies	DEPARTMENT SUPPLIES				103.34
				Fund 621 - ENVIRONMENTAL SERVICES Total:	138.78
				Vendor 00405 - BLUFFS SANITARY SUPPLY INC. Total:	385.66
Vendor: 00226 - BRUCE ROLLS					
Fund: 111 - GENERAL					
UNIFORMS	UNIFORMS & CLOTHING				2,500.00
				Fund 111 - GENERAL Total:	2,500.00
				Vendor 00226 - BRUCE ROLLS Total:	2,500.00
Vendor: 00735 - CAPITAL BUSINESS SYSTEMS INC.					
Fund: 111 - GENERAL					
MONTHLY MAINT	EQUIPMENT MAINTENANCE				136.86
				Fund 111 - GENERAL Total:	136.86
				Vendor 00735 - CAPITAL BUSINESS SYSTEMS INC. Total:	136.86
Vendor: 07911 - CELLCO PARTNERSHIP					
Fund: 111 - GENERAL					
monyhly cells fire	CELLULAR PHONE				215.08
Monthly Data modem	CELLULAR PHONE				25.02
				Fund 111 - GENERAL Total:	240.10
Fund: 212 - TRANSPORTATION					
CELL PHONE FOR ON CALL	TELEPHONE				16.17
				Fund 212 - TRANSPORTATION Total:	16.17
Fund: 631 - WASTEWATER					
CELL PHONE	CELLULAR PHONE				47.77
				Fund 631 - WASTEWATER Total:	47.77
Fund: 641 - WATER					
CELL PHONE	CELLULAR PHONE				84.34
				Fund 641 - WATER Total:	84.34
				Vendor 07911 - CELLCO PARTNERSHIP Total:	388.38
Vendor: 04990 - CENCON, LLC					
Fund: 641 - WATER					
CONTRACTUAL SVC	CONTRACTUAL SERVICES				1,200.00
				Fund 641 - WATER Total:	1,200.00
				Vendor 04990 - CENCON, LLC Total:	1,200.00

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Description (Payable)	Account Name	(None)	(None)	(None)	Amount
Vendor: 09736 - CHILD SUPPORT					
Fund: 713 - CASH & INVESTMENT POOL					
CHILD SUPPORT	CHILD SUPPORT EE PAY				37.00
				Fund 713 - CASH & INVESTMENT POOL Total:	37.00
				Vendor 09736 - CHILD SUPPORT Total:	37.00
Vendor: 02396 - CITIBANK N.A.					
Fund: 111 - GENERAL					
DEPT SUP	DEPARTMENT SUPPLIES				179.98
				Fund 111 - GENERAL Total:	179.98
Fund: 621 - ENVIRONMENTAL SERVICES					
dept supplies	DEPARTMENT SUPPLIES				30.98
				Fund 621 - ENVIRONMENTAL SERVICES Total:	30.98
Fund: 631 - WASTEWATER					
DEPT SUP	DEPARTMENT SUPPLIES				75.28
				Fund 631 - WASTEWATER Total:	75.28
				Vendor 02396 - CITIBANK N.A. Total:	286.24
Vendor: 05859 - CITIBANK, N.A.					
Fund: 213 - CEMETERY					
DEPT SUPP	DEPARTMENT SUPPLIES				61.04
				Fund 213 - CEMETERY Total:	61.04
				Vendor 05859 - CITIBANK, N.A. Total:	61.04
Vendor: 00484 - CITY OF GERING					
Fund: 111 - GENERAL					
GROUNDS MAINT	GROUNDS MAINTENANCE				56.16
GROUND MAINT	GROUNDS MAINTENANCE				20.84
GROUNDS MAINT	GROUNDS MAINTENANCE				17.95
				Fund 111 - GENERAL Total:	94.95
Fund: 621 - ENVIRONMENTAL SERVICES					
disposal fees	DISPOSAL FEES				43,743.79
				Fund 621 - ENVIRONMENTAL SERVICES Total:	43,743.79
				Vendor 00484 - CITY OF GERING Total:	43,838.74
Vendor: 00367 - CITY OF SCB					
Fund: 111 - GENERAL					
PETTY CASH	DEPARTMENT SUPPLIES				19.98
				Fund 111 - GENERAL Total:	19.98
Fund: 641 - WATER					
PETTY CASH	POSTAGE				0.49
PETTY CASH	SCHOOL & CONFERENCE				0.01
				Fund 641 - WATER Total:	0.50
				Vendor 00367 - CITY OF SCB Total:	20.48
Vendor: 01976 - CLARK PRINTING LLC					
Fund: 111 - GENERAL					
DEPT SUP	DEPARTMENT SUPPLIES				106.60
DEPT SUP	DEPARTMENT SUPPLIES				106.60
				Fund 111 - GENERAL Total:	213.20
				Vendor 01976 - CLARK PRINTING LLC Total:	213.20
Vendor: 00706 - COMPUTER CONNECTION INC					
Fund: 111 - GENERAL					
RENT-MACH	RENT-MACHINES				44.97
				Fund 111 - GENERAL Total:	44.97
				Vendor 00706 - COMPUTER CONNECTION INC Total:	44.97
Vendor: 00267 - CONTRACTORS MATERIALS INC.					
Fund: 212 - TRANSPORTATION					
SUPP - CABLE CLAMPS, THIMBL...	DEPARTMENT SUPPLIES				35.28

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Description (Payable)	Account Name	(None)	(None)	(None)	Amount
SUPP - EARPLUGS	DEPARTMENT SUPPLIES				34.30
				Fund 212 - TRANSPORTATION Total:	69.58
Fund: 621 - ENVIRONMENTAL SERVICES					
building mtnc	BUILDING MAINTENANCE				33.72
				Fund 621 - ENVIRONMENTAL SERVICES Total:	33.72
				Vendor 00267 - CONTRACTORS MATERIALS INC. Total:	103.30
Vendor: 02749 - COPIER CONNECTION					
Fund: 111 - GENERAL					
Cont. srvc.	CONTRACTUAL SERVICES				240.00
				Fund 111 - GENERAL Total:	240.00
				Vendor 02749 - COPIER CONNECTION Total:	240.00
Vendor: 00714 - COZY, INC					
Fund: 218 - PUBLIC SAFETY					
CIP-PO-PATROL CARS	EQUIPMENT				1,564.00
				Fund 218 - PUBLIC SAFETY Total:	1,564.00
				Vendor 00714 - COZY, INC Total:	1,564.00
Vendor: 00406 - CRESCENT ELECT. SUPPLY COMP INC					
Fund: 212 - TRANSPORTATION					
SUPP - PLUG FUSES	DEPARTMENT SUPPLIES				17.28
				Fund 212 - TRANSPORTATION Total:	17.28
				Vendor 00406 - CRESCENT ELECT. SUPPLY COMP INC Total:	17.28
Vendor: 01329 - CROUCH RECREATIONAL DESIGN, INC					
Fund: 111 - GENERAL					
GROUNDS MAINT	GROUNDS MAINTENANCE				524.00
				Fund 111 - GENERAL Total:	524.00
				Vendor 01329 - CROUCH RECREATIONAL DESIGN, INC Total:	524.00
Vendor: 07689 - CYNTHIA GREEN					
Fund: 111 - GENERAL					
Dep sup.	DEPARTMENT SUPPLIES				447.55
DEPT SUP	DEPARTMENT SUPPLIES				9.96
DEPT SUPP	DEPARTMENT SUPPLIES				17.00
DEPT SUP	DEPARTMENT SUPPLIES				21.92
				Fund 111 - GENERAL Total:	496.43
				Vendor 07689 - CYNTHIA GREEN Total:	496.43
Vendor: 09557 - DILLMAN NANCY					
Fund: 111 - GENERAL					
Dep sup.	DEPARTMENT SUPPLIES				25.44
				Fund 111 - GENERAL Total:	25.44
				Vendor 09557 - DILLMAN NANCY Total:	25.44
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: 01003 - ELLIOTT EQUIPMENT COMPANY INC.					
Fund: 621 - ENVIRONMENTAL SERVICES					
dept supplies	DEPARTMENT SUPPLIES				1,357.78
				Fund 621 - ENVIRONMENTAL SERVICES Total:	1,357.78
Fund: 725 - CENTRAL GARAGE					
equip mtnc	EQUIPMENT MAINTENANCE				1,469.52
equip mtnc	EQUIPMENT MAINTENANCE				595.49
				Fund 725 - CENTRAL GARAGE Total:	2,065.01
				Vendor 01003 - ELLIOTT EQUIPMENT COMPANY INC. Total:	3,422.79

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Description (Payable)	Account Name	(None)	(None)	(None)	Amount
Vendor: 04918 - ENVIRONMENTAL RESOURCE ASSOCIATES					
Fund: 631 - WASTEWATER					
CONTRACTUAL SVC	CONTRACTUAL SERVICES				988.62
				Fund 631 - WASTEWATER Total:	988.62
				Vendor 04918 - ENVIRONMENTAL RESOURCE ASSOCIATES Total:	988.62
Vendor: 02460 - FASTENAL COMPANY					
Fund: 212 - TRANSPORTATION					
SUPP - BOLTS	DEPARTMENT SUPPLIES				6.24
				Fund 212 - TRANSPORTATION Total:	6.24
				Vendor 02460 - FASTENAL COMPANY Total:	6.24
Vendor: 04174 - FERGUSON SIGNS, INC					
Fund: 223 - KENO					
KENO	DEPARTMENT SUPPLIES				3,272.00
				Fund 223 - KENO Total:	3,272.00
				Vendor 04174 - FERGUSON SIGNS, INC Total:	3,272.00
Vendor: 00794 - FLOYD'S TRUCK CENTER, INC					
Fund: 621 - ENVIRONMENTAL SERVICES					
vehicle mtnc	EQUIPMENT MAINTENANCE				50.86
				Fund 621 - ENVIRONMENTAL SERVICES Total:	50.86
Fund: 725 - CENTRAL GARAGE					
equip mtnc	EQUIPMENT MAINTENANCE				66.64
				Fund 725 - CENTRAL GARAGE Total:	66.64
				Vendor 00794 - FLOYD'S TRUCK CENTER, INC Total:	117.50
Vendor: 07904 - FREMONT MOTOR SCOTTSBLUFF, LLC					
Fund: 725 - CENTRAL GARAGE					
equip mtnc	EQUIPMENT MAINTENANCE				467.10
equip mtnc	EQUIPMENT MAINTENANCE				499.80
equip mtnc	EQUIPMENT MAINTENANCE				68.43
equip mtnc	EQUIPMENT MAINTENANCE				-467.10
				Fund 725 - CENTRAL GARAGE Total:	568.23
				Vendor 07904 - FREMONT MOTOR SCOTTSBLUFF, LLC Total:	568.23
Vendor: 09762 - GALINDO ELIZABETH					
Fund: 111 - GENERAL					
SHELTER	PARK SHELTER/EVENT FEE				25.00
				Fund 111 - GENERAL Total:	25.00
				Vendor 09762 - GALINDO ELIZABETH Total:	25.00
Vendor: 05600 - GALLS INC					
Fund: 111 - GENERAL					
UNIFORMS	UNIFORMS & CLOTHING				88.56
UNIFORMS	UNIFORMS & CLOTHING				109.98
				Fund 111 - GENERAL Total:	198.54
				Vendor 05600 - GALLS INC Total:	198.54
Vendor: 00022 - GENERAL ELECTRIC CAPITAL CORPORATION					
Fund: 111 - GENERAL					
Prgrms	PROGRAMMING				31.96
Dep sup.	DEPARTMENT SUPPLIES				1.47
Dep sup.	DEPARTMENT SUPPLIES				11.68
Dep sup.	DEPARTMENT SUPPLIES				4.94
Prgrm	PROGRAMMING				66.14
Prgrm & jan sup.	JANITORIAL SUPPLIES				3.92
Prgrm & jan sup.	PROGRAMMING				80.02
				Fund 111 - GENERAL Total:	200.13

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Description (Payable)	Account Name	(None)	(None)	(None)	Amount
Fund: 213 - CEMETERY					
DEPT SUPP	DEPARTMENT SUPPLIES				8.44
Fund 213 - CEMETERY Total:					8.44
Vendor 00022 - GENERAL ELECTRIC CAPITAL CORPORATION Total:					208.57
Vendor: 09469 - GI HOSPITALITY					
Fund: 111 - GENERAL					
SCHOOLS & CONF	SCHOOL & CONFERENCE				364.00
SCHOOLS & CONF	SCHOOL & CONFERENCE				364.00
Fund 111 - GENERAL Total:					728.00
Vendor 09469 - GI HOSPITALITY Total:					728.00
Vendor: 09610 - GRAY TELEVISION GROUP INC					
Fund: 661 - STORMWATER					
CONTRACTUAL SVC	CONTRACTUAL SERVICES				695.00
Fund 661 - STORMWATER Total:					695.00
Vendor 09610 - GRAY TELEVISION GROUP INC Total:					695.00
Vendor: 04371 - HAWKINS, INC.					
Fund: 641 - WATER					
CHEMICALS	CHEMICALS				1,755.25
Fund 641 - WATER Total:					1,755.25
Vendor 04371 - HAWKINS, INC. Total:					1,755.25
Vendor: 04299 - HD SUPPLY FACILITIES MAINTENANCE LTD					
Fund: 631 - WASTEWATER					
DEPT SUP	DEPARTMENT SUPPLIES				373.70
DEPT SUP	DEPARTMENT SUPPLIES				195.57
Fund 631 - WASTEWATER Total:					569.27
Vendor 04299 - HD SUPPLY FACILITIES MAINTENANCE LTD Total:					569.27
Vendor: 00525 - IDEAL LAUNDRY AND CLEANERS, INC.					
Fund: 111 - GENERAL					
UNIFORMS	UNIFORMS & CLOTHING				106.25
UNIFORMS	UNIFORMS & CLOTHING				106.25
UNIFORMS	UNIFORMS & CLOTHING				106.25
UNIFORMS	UNIFORMS & CLOTHING				106.25
UNIFORMS	UNIFORMS & CLOTHING				10.00
JANIT SUPP	JANITORIAL SUPPLIES				23.00
DEPT SUPP	DEPARTMENT SUPPLIES				56.63
UNIFORMS	UNIFORMS & CLOTHING				106.25
JANIT SUPP	JANITORIAL SUPPLIES				29.29
Jan sup.	JANITORIAL SUPPLIES				88.18
DEPT SUPP	DEPARTMENT SUPPLIES				56.56
Fund 111 - GENERAL Total:					794.91
Fund: 212 - TRANSPORTATION					
SUPP - MATS, TOWELS, FRESHE...	DEPARTMENT SUPPLIES				52.82
SUPP - MATS, TOWELS	DEPARTMENT SUPPLIES				24.74
Fund 212 - TRANSPORTATION Total:					77.56
Fund: 213 - CEMETERY					
CONTRACTUAL	CONTRACTUAL SERVICES				10.90
Fund 213 - CEMETERY Total:					10.90
Fund: 621 - ENVIRONMENTAL SERVICES					
dept supplies	DEPARTMENT SUPPLIES				69.25
dept supplies	DEPARTMENT SUPPLIES				69.89
Fund 621 - ENVIRONMENTAL SERVICES Total:					139.14
Fund: 641 - WATER					
CONTRACTUAL SVC	CONTRACTUAL SERVICES				26.86
Fund 641 - WATER Total:					26.86

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Description (Payable)	Account Name	(None)	(None)	(None)	Amount
Fund: 725 - CENTRAL GARAGE					
dept supplies	DEPARTMENT SUPPLIES				34.95
dept supplies	DEPARTMENT SUPPLIES				96.47
Fund 725 - CENTRAL GARAGE Total:					131.42
Vendor 00525 - IDEAL LAUNDRY AND CLEANERS, INC. Total:					1,180.79
Vendor: 08082 - IDEXX LABORATORIES, INC					
Fund: 631 - WASTEWATER					
DEPT SUP	DEPARTMENT SUPPLIES				147.17
Fund 631 - WASTEWATER Total:					147.17
Vendor 08082 - IDEXX LABORATORIES, INC Total:					147.17
Vendor: 00937 - INDEPENDENT PLUMBING AND HEATING, INC					
Fund: 111 - GENERAL					
BLDG MAINT	BUILDING MAINTENANCE				1,925.79
DEPT SUPP	DEPARTMENT SUPPLIES				37.46
BLDG MAINT	BUILDING MAINTENANCE				122.72
BLDG MAINT	BUILDING MAINTENANCE				98.27
Fund 111 - GENERAL Total:					2,184.24
Vendor 00937 - INDEPENDENT PLUMBING AND HEATING, INC Total:					2,184.24
Vendor: 09291 - INGRAM LIBRARY SERVICES INC					
Fund: 111 - GENERAL					
Bks	BOOKS				338.58
Bks	BOOKS				105.28
Bks	BOOKS				9.91
Fund 111 - GENERAL Total:					453.77
Vendor 09291 - INGRAM LIBRARY SERVICES INC Total:					453.77
Vendor: 08154 - INTERNAL REVENUE SERVICE					
Fund: 713 - CASH & INVESTMENT POOL					
WITHHOLDINGS	MEDICARE W/H EE PAYABLE				3,563.61
WITHHOLDINGS	MEDICARE W/H EE PAYABLE				3,563.61
WITHHOLDINGS	FICA W/H EE PAYABLE				13,170.39
WITHHOLDINGS	FICA W/H EE PAYABLE				13,170.39
WITHHOLDINGS	FED W/H EE PAYABLE				25,421.07
Fund 713 - CASH & INVESTMENT POOL Total:					58,889.07
Vendor 08154 - INTERNAL REVENUE SERVICE Total:					58,889.07
Vendor: 08525 - INTRALINKS, INC					
Fund: 111 - GENERAL					
SOFTWARE	DEPARTMENT SUPPLIES				616.78
SOFTWARE	DEPARTMENT SUPPLIES				1,274.40
PATCH CABLE	DEPARTMENT SUPPLIES				3.99
DEPT SUPPLIES - LIBRARY	DEPARTMENT SUPPLIES				150.78
CONTRACT SERVICES - MARCH ...	CONTRACTUAL SERVICES				2,906.25
CONTRACT SERVICES - LIBRARY	CONTRACTUAL SERVICES				618.75
Fund 111 - GENERAL Total:					5,570.95
Vendor 08525 - INTRALINKS, INC Total:					5,570.95
Vendor: 05696 - INVENTIVE WIRELESS OF NE, LLC					
Fund: 111 - GENERAL					
CONTRACTUAL	CONTRACTUAL SERVICES				4.75
Fund 111 - GENERAL Total:					4.75
Vendor 05696 - INVENTIVE WIRELESS OF NE, LLC Total:					4.75
Vendor: 00192 - J G ELLIOTT CO.INC.					
Fund: 111 - GENERAL					
DEPT PLMBNG BONDS	BONDING				200.00
Fund 111 - GENERAL Total:					200.00
Vendor 00192 - J G ELLIOTT CO.INC. Total:					200.00

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Description (Payable)	Account Name	(None)	(None)	(None)	Amount
Vendor: 00805 - JAY C HAGERMAN					
Fund: 631 - WASTEWATER					
CONTRACTUAL SVC	CONTRACTUAL SERVICES				175.00
				Fund 631 - WASTEWATER Total:	175.00
				Vendor 00805 - JAY C HAGERMAN Total:	175.00
Vendor: 09747 - KNOW HOW LLC					
Fund: 111 - GENERAL					
equipment part	EQUIPMENT MAINTENANCE				3.48
EQUIP MAINT	EQUIPMENT MAINTENANCE				7.98
EQUIP MAINT	EQUIPMENT MAINTENANCE				11.97
				Fund 111 - GENERAL Total:	23.43
Fund: 213 - CEMETERY					
EQUIP MAINT	EQUIPMENT MAINTENANCE				54.19
				Fund 213 - CEMETERY Total:	54.19
Fund: 621 - ENVIRONMENTAL SERVICES					
dept supplies	DEPARTMENT SUPPLIES				5.32
dept supplies	DEPARTMENT SUPPLIES				23.88
equip mtnc	EQUIPMENT MAINTENANCE				58.02
vehicle mtnc	VEHICLE MAINTENANCE				189.99
equip mtnc	EQUIPMENT MAINTENANCE				31.99
dept supplies	DEPARTMENT SUPPLIES				29.00
				Fund 621 - ENVIRONMENTAL SERVICES Total:	338.20
Fund: 631 - WASTEWATER					
VEH MAINT	VEHICLE MAINTENANCE				15.77
DEPT SUP	DEPARTMENT SUPPLIES				85.54
				Fund 631 - WASTEWATER Total:	101.31
Fund: 725 - CENTRAL GARAGE					
equip mtnc	EQUIPMENT MAINTENANCE				6.69
equip mtnc	EQUIPMENT MAINTENANCE				48.85
equip mtnc	VEHICLE MAINTENANCE				5.01
equip mtnc	EQUIPMENT MAINTENANCE				23.65
equip mtnc	EQUIPMENT MAINTENANCE				8.82
dept supplies	DEPARTMENT SUPPLIES				88.80
equip mtnc	EQUIPMENT MAINTENANCE				11.03
equip mtnc	EQUIPMENT MAINTENANCE				11.03
equip mtnc	EQUIPMENT MAINTENANCE				11.03
equip mtnc	EQUIPMENT MAINTENANCE				-250.00
				Fund 725 - CENTRAL GARAGE Total:	-35.09
				Vendor 09747 - KNOW HOW LLC Total:	482.04
Vendor: 00639 - KRIZ-DAVIS COMPANY					
Fund: 212 - TRANSPORTATION					
SUPP - COIL FOR 27TH & BDWY.	DEPARTMENT SUPPLIES				71.54
				Fund 212 - TRANSPORTATION Total:	71.54
Fund: 621 - ENVIRONMENTAL SERVICES					
electrical mtnc	ELECTRICAL MAINTENANCE				14.80
electrical mtnc	ELECTRICAL MAINTENANCE				116.66
electrical mtnc	ELECTRICAL MAINTENANCE				10.72
electrical mtnc	ELECTRICAL MAINTENANCE				-27.00
				Fund 621 - ENVIRONMENTAL SERVICES Total:	115.18
				Vendor 00639 - KRIZ-DAVIS COMPANY Total:	186.72
Vendor: 04892 - LEAGUE ASSOCIATION OF RISK MANAGEMENT					
Fund: 111 - GENERAL					
WORK COMP PREMIUM FY15-1...	WORKERS COMPENSATION				73.50
WORK COMP PREMIUM FY15-1...	WORKERS COMPENSATION				-290.93
WORK COMP PREMIUM FY15-1...	WORKERS COMPENSATION				4,930.28
WORK COMP PREMIUM FY15-1...	WORKERS COMPENSATION				-1,796.12
WORK COMP PREMIUM FY15-1...	WORKERS COMPENSATION				16.71

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Description (Payable)	Account Name	(None)	(None)	(None)	Amount
WORK COMP PREMIUM FY15-1...	WORKERS COMPENSATION				126.33
WORK COMP PREMIUM FY15-1...	WORKERS COMPENSATION				-3,029.56
Fund 111 - GENERAL Total:					30.21
Fund: 212 - TRANSPORTATION					
WORK COMP PREMIUM FY15-1...	WORKERS COMPENSATION				2,809.33
Fund 212 - TRANSPORTATION Total:					2,809.33
Fund: 213 - CEMETERY					
WORK COMP PREMIUM FY15-1...	WORKERS COMPENSATION				116.67
Fund 213 - CEMETERY Total:					116.67
Fund: 621 - ENVIRONMENTAL SERVICES					
WORK COMP PREMIUM FY15-1...	WORKERS COMPENSATION				387.27
Fund 621 - ENVIRONMENTAL SERVICES Total:					387.27
Fund: 631 - WASTEWATER					
WORK COMP PREMIUM FY15-1...	WORKERS COMPENSATION				196.55
Fund 631 - WASTEWATER Total:					196.55
Fund: 641 - WATER					
WORK COMP PREMIUM FY15-1...	WORKERS COMPENSATION				602.65
Fund 641 - WATER Total:					602.65
Fund: 721 - GIS SERVICES					
WORK COMP PREMIUM FY15-1...	WORKERS COMPENSATION				-10.05
Fund 721 - GIS SERVICES Total:					-10.05
Vendor 04892 - LEAGUE ASSOCIATION OF RISK MANAGEMENT Total:					4,132.63
Vendor: 09590 - LEXISNEXIS RISK DATA MANAGEMENT					
Fund: 111 - GENERAL					
CONSULTING	CONSULTING SERVICES				100.00
Fund 111 - GENERAL Total:					100.00
Vendor 09590 - LEXISNEXIS RISK DATA MANAGEMENT Total:					100.00
Vendor: 00242 - M.C. SCHAFF & ASSOCIATES, INC					
Fund: 111 - GENERAL					
DEPT CNTRCL SRVCS	CONTRACTUAL SERVICES				1,755.00
Fund 111 - GENERAL Total:					1,755.00
Fund: 631 - WASTEWATER					
ENGINEERING	ENGINEERING/DESIGN				1,500.00
Fund 631 - WASTEWATER Total:					1,500.00
Fund: 661 - STORMWATER					
CONTRACTUAL SVC	CONTRACTUAL SERVICES				130.00
Fund 661 - STORMWATER Total:					130.00
Vendor 00242 - M.C. SCHAFF & ASSOCIATES, INC Total:					3,385.00
Vendor: 09760 - MACQUEEN EQUIPMENT INC					
Fund: 111 - GENERAL					
Seat reair part for SCBA seat	VEHICLE MAINTENANCE				80.73
Fund 111 - GENERAL Total:					80.73
Vendor 09760 - MACQUEEN EQUIPMENT INC Total:					80.73
Vendor: 08190 - MADISON NATIONAL LIFE					
Fund: 111 - GENERAL					
LIFE INS	DISABILITY INSURANCE				397.87
Fund 111 - GENERAL Total:					397.87
Fund: 713 - CASH & INVESTMENT POOL					
LIFE INS	LIFE INS EE PAYABLE				36.40
LIFE INS	DIS INC INS EE PAYABLE				688.88
LIFE INS	LIFE INS ER PAYABLE				760.32
Fund 713 - CASH & INVESTMENT POOL Total:					1,485.60
Vendor 08190 - MADISON NATIONAL LIFE Total:					1,883.47

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Description (Payable)	Account Name	(None)	(None)	(None)	Amount
Vendor: 08317 - MATHESON TRI-GAS INC					
Fund: 641 - WATER					
DEPT SUP	DEPARTMENT SUPPLIES				209.07
RENT - MACHINES	RENT-MACHINES				36.31
				Fund 641 - WATER Total:	245.38
				Vendor 08317 - MATHESON TRI-GAS INC Total:	245.38
Vendor: 07588 - MATTHEW M. HUTT					
Fund: 111 - GENERAL					
PRE-EMPLOYMENT	CONTRACTUAL SERVICES				450.00
PRE-EMPLOYMENT	CONTRACTUAL SERVICES				450.00
				Fund 111 - GENERAL Total:	900.00
				Vendor 07588 - MATTHEW M. HUTT Total:	900.00
Vendor: 07628 - MENARDS, INC					
Fund: 111 - GENERAL					
MISC	MISCELLANEOUS				173.10
DEPT SUPP	DEPARTMENT SUPPLIES				59.97
BLDG MAINT	BUILDING MAINTENANCE				19.95
DEPT SUPP	DEPARTMENT SUPPLIES				19.37
BLDG MAINT	BUILDING MAINTENANCE				82.55
GROUNDS MAINT	GROUNDS MAINTENANCE				61.29
GROUND MAINT	DEPARTMENT SUPPLIES				31.03
GROUND MAINT	GROUNDS MAINTENANCE				45.35
				Fund 111 - GENERAL Total:	492.61
Fund: 212 - TRANSPORTATION					
SUPP - NUTS, BOLTS	DEPARTMENT SUPPLIES				4.71
SUPP - GALV. POST	DEPARTMENT SUPPLIES				13.98
SUPP - CABLE CLAMP	DEPARTMENT SUPPLIES				5.34
				Fund 212 - TRANSPORTATION Total:	24.03
Fund: 213 - CEMETERY					
BLDG MAINT	BUILDING MAINTENANCE				105.98
DEPT SUPP	DEPARTMENT SUPPLIES				76.47
DEPT SUPP	DEPARTMENT SUPPLIES				17.47
				Fund 213 - CEMETERY Total:	199.92
Fund: 621 - ENVIRONMENTAL SERVICES					
dept supplies	DEPARTMENT SUPPLIES				133.98
dept supplies	DEPARTMENT SUPPLIES				1.11
elec mtnc	ELECTRICAL MAINTENANCE				5.38
				Fund 621 - ENVIRONMENTAL SERVICES Total:	140.47
Fund: 631 - WASTEWATER					
DEPT SUP	DEPARTMENT SUPPLIES				21.98
				Fund 631 - WASTEWATER Total:	21.98
Fund: 641 - WATER					
DEPT SUP	DEPARTMENT SUPPLIES				4.23
				Fund 641 - WATER Total:	4.23
				Vendor 07628 - MENARDS, INC Total:	883.24
Vendor: 07253 - MICHAEL B KEMBEL					
Fund: 641 - WATER					
BUILDING MAINT	BUILDING MAINTENANCE				82.11
				Fund 641 - WATER Total:	82.11
				Vendor 07253 - MICHAEL B KEMBEL Total:	82.11
Vendor: 00705 - MIDLANDS NEWSPAPERS, INC					
Fund: 111 - GENERAL					
LEGAL NOTICE	LEGAL PUBLICATIONS				15.27
LEGAL NOTICE	LEGAL PUBLICATIONS				15.27
Legal Publishing	LEGAL PUBLICATIONS				377.18
Legal Publishing	LEGAL PUBLICATIONS				38.18

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Description (Payable)	Account Name	(None)	(None)	(None)	Amount
Legal Publishing	LEGAL PUBLICATIONS				28.36
Legal Publishing	LEGAL PUBLICATIONS				410.63
Legal Publishing	LEGAL PUBLICATIONS				12.60
Legal Publishing	LEGAL PUBLICATIONS				1,300.16
Legal Publishing	RECRUITMENT				1,811.56
PUBLICATION	PUBLICATIONS				166.40
Fund 111 - GENERAL Total:					4,175.61
Fund: 631 - WASTEWATER					
Legal Publishing	LEGAL PUBLICATIONS				55.66
Fund 631 - WASTEWATER Total:					55.66
Vendor 00705 - MIDLANDS NEWSPAPERS, INC Total:					4,231.27
Vendor: 07938 - MIDWEST CONNECT, LLC					
Fund: 111 - GENERAL					
DEPT SUPP	DEPARTMENT SUPPLIES				59.95
Fund 111 - GENERAL Total:					59.95
Fund: 621 - ENVIRONMENTAL SERVICES					
DEPT SUPP	DEPARTMENT SUPPLIES				283.55
Fund 621 - ENVIRONMENTAL SERVICES Total:					283.55
Fund: 631 - WASTEWATER					
DEPT SUPP	DEPARTMENT SUPPLIES				283.56
Fund 631 - WASTEWATER Total:					283.56
Fund: 641 - WATER					
DEPT SUPP	DEPARTMENT SUPPLIES				283.56
Fund 641 - WATER Total:					283.56
Vendor 07938 - MIDWEST CONNECT, LLC Total:					910.62
Vendor: 06145 - MIDWEST MOTOR SUPPLY CO INC					
Fund: 725 - CENTRAL GARAGE					
dept supplies	DEPARTMENT SUPPLIES				343.29
Fund 725 - CENTRAL GARAGE Total:					343.29
Vendor 06145 - MIDWEST MOTOR SUPPLY CO INC Total:					343.29
Vendor: 00278 - MONUMENT CAR WASH INC					
Fund: 111 - GENERAL					
VEH MAINT	VEHICLE MAINTENANCE				251.74
Fund 111 - GENERAL Total:					251.74
Fund: 631 - WASTEWATER					
VEH MAINT	VEHICLE MAINTENANCE				9.00
Fund 631 - WASTEWATER Total:					9.00
Fund: 641 - WATER					
VEHICLE MAINT	VEHICLE MAINTENANCE				40.01
Fund 641 - WATER Total:					40.01
Vendor 00278 - MONUMENT CAR WASH INC Total:					300.75
Vendor: 08967 - MONUMENT PREVENTION COALITION					
Fund: 111 - GENERAL					
CONTRACTUAL	CONTRACTUAL SERVICES				939.94
Fund 111 - GENERAL Total:					939.94
Vendor 08967 - MONUMENT PREVENTION COALITION Total:					939.94
Vendor: 04082 - NE CHILD SUPPORT PAYMENT CENTER					
Fund: 713 - CASH & INVESTMENT POOL					
NE CHILD SUPPORT PYBLE	CHILD SUPPORT EE PAY				1,536.18
Fund 713 - CASH & INVESTMENT POOL Total:					1,536.18
Vendor 04082 - NE CHILD SUPPORT PAYMENT CENTER Total:					1,536.18

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Description (Payable)	Account Name	(None)	(None)	(None)	Amount
Vendor: 00797 - NE DEPT OF REVENUE					
Fund: 713 - CASH & INVESTMENT POOL					
WITHHOLDINGS	STATE W/H EE PAYABLE				17,970.58
				Fund 713 - CASH & INVESTMENT POOL Total:	17,970.58
				Vendor 00797 - NE DEPT OF REVENUE Total:	17,970.58
Vendor: 00502 - NE LIBRARY ASSOC					
Fund: 111 - GENERAL					
Mmbrshps.	MEMBERSHIPS				130.00
				Fund 111 - GENERAL Total:	130.00
				Vendor 00502 - NE LIBRARY ASSOC Total:	130.00
Vendor: 04460 - NEBRASKA INTERACTIVE, LLC					
Fund: 111 - GENERAL					
PRE-EMPLOYMENT SCREENING	CONSULTING SERVICES				33.00
				Fund 111 - GENERAL Total:	33.00
				Vendor 04460 - NEBRASKA INTERACTIVE, LLC Total:	33.00
Vendor: 00402 - NEBRASKA MACHINERY CO					
Fund: 725 - CENTRAL GARAGE					
equip mtnc	EQUIPMENT MAINTENANCE				40.26
				Fund 725 - CENTRAL GARAGE Total:	40.26
				Vendor 00402 - NEBRASKA MACHINERY CO Total:	40.26
Vendor: 01047 - NEBRASKA MUNICIPAL POWER POOL					
Fund: 111 - GENERAL					
MEMBERSHIP DUES	MEMBERSHIPS				6,365.02
				Fund 111 - GENERAL Total:	6,365.02
				Vendor 01047 - NEBRASKA MUNICIPAL POWER POOL Total:	6,365.02
Vendor: 00578 - NEBRASKA PUBLIC POWER DISTRICT					
Fund: 111 - GENERAL					
Electric	ELECTRICITY				459.79
Electric	ELECTRICITY				28.16
Electric	ELECTRICITY				723.79
Electric	ELECTRICITY				81.07
Electric	ELECTRICITY				723.79
Electric	ELECTRICITY				178.60
Electric	ELECTRICITY				2,569.73
Electric	ELECTRICITY				44.44
Electric	ELECTRICITY				2,834.53
Electric	ELECTRICITY				53.44
Electric	STREET LIGHTS				100.40
				Fund 111 - GENERAL Total:	7,797.74
Fund: 212 - TRANSPORTATION					
Electric	ELECTRICITY				660.73
Electric	ELECTRIC POWER				1,425.38
Electric	STREET LIGHTS				26,350.86
				Fund 212 - TRANSPORTATION Total:	28,436.97
Fund: 213 - CEMETERY					
Electric	ELECTRICITY				457.36
				Fund 213 - CEMETERY Total:	457.36
Fund: 216 - BUSINESS IMPROVEMENT					
Electric	STREET LIGHTS				85.42
				Fund 216 - BUSINESS IMPROVEMENT Total:	85.42
Fund: 621 - ENVIRONMENTAL SERVICES					
contractual services	CONTRACTUAL SERVICES				992.34
Electric	ELECTRICITY				733.85
				Fund 621 - ENVIRONMENTAL SERVICES Total:	1,726.19

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Description (Payable)	Account Name	(None)	(None)	(None)	Amount
Fund: 631 - WASTEWATER					
Electric	ELECTRICITY				1,280.25
Electric	ELECTRIC POWER				133.62
Fund 631 - WASTEWATER Total:					1,413.87
Fund: 641 - WATER					
Electric	ELECTRICITY				189.32
Electric	ELECTRIC POWER				479.68
Fund 641 - WATER Total:					669.00
Fund: 725 - CENTRAL GARAGE					
Electric	ELECTRICITY				163.55
Fund 725 - CENTRAL GARAGE Total:					163.55
Vendor 00578 - NEBRASKA PUBLIC POWER DISTRICT Total:					40,750.10
Vendor: 09413 - NEOPOST					
Fund: 111 - GENERAL					
POSTAGE	POSTAGE				1,000.00
Fund 111 - GENERAL Total:					1,000.00
Vendor 09413 - NEOPOST Total:					1,000.00
Vendor: 09409 - NETWORKFLEET, INC					
Fund: 212 - TRANSPORTATION					
MONTHLY GPS SERVICE	DEPARTMENT SUPPLIES				18.95
Fund 212 - TRANSPORTATION Total:					18.95
Vendor 09409 - NETWORKFLEET, INC Total:					18.95
Vendor: 09487 - NEWMAN, TIMOTHY					
Fund: 111 - GENERAL					
MEALS - TRAVEL	SCHOOL & CONFERENCE				30.00
Fund 111 - GENERAL Total:					30.00
Vendor 09487 - NEWMAN, TIMOTHY Total:					30.00
Vendor: 00139 - NORTHWEST PIPE FITTINGS, INC. OF SCOTTSBLUFF					
Fund: 111 - GENERAL					
BLDG MAINT	BUILDING MAINTENANCE				23.03
GROUND MAINT	GROUNDS MAINTENANCE				132.58
GROUND MAINT	GROUNDS MAINTENANCE				29.97
Fund 111 - GENERAL Total:					185.58
Vendor 00139 - NORTHWEST PIPE FITTINGS, INC. OF SCOTTSBLUFF Total:					185.58
Vendor: 01757 - OCLC ONLINE COMPUTER LIBRARY CENTER, INC					
Fund: 111 - GENERAL					
Cont. srvc.	CONTRACTUAL SERVICES				339.44
Fund 111 - GENERAL Total:					339.44
Vendor 01757 - OCLC ONLINE COMPUTER LIBRARY CENTER, INC Total:					339.44
Vendor: 08840 - ONE CALL CONCEPTS, INC					
Fund: 212 - TRANSPORTATION					
CONTRACTUAL	CONTRACTUAL SERVICES				49.55
Fund 212 - TRANSPORTATION Total:					49.55
Fund: 631 - WASTEWATER					
CONTRACTUAL	CONTRACTUAL SERVICES				49.55
Fund 631 - WASTEWATER Total:					49.55
Fund: 641 - WATER					
CONTRACTUAL	CONTRACTUAL SERVICES				49.55
Fund 641 - WATER Total:					49.55
Vendor 08840 - ONE CALL CONCEPTS, INC Total:					148.65

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Description (Payable)	Account Name	(None)	(None)	(None)	Amount
Vendor: 00285 - OREGON TRAIL PLUMBING, HEATING & COOLING INC					
Fund: 111 - GENERAL					
BLDG MAINT	BUILDING MAINTENANCE				536.00
				Fund 111 - GENERAL Total:	536.00
				Vendor 00285 - OREGON TRAIL PLUMBING, HEATING & COOLING INC Total:	536.00
Vendor: 00550 - PANHANDLE COOPERATIVE ASSOCIATION					
Fund: 111 - GENERAL					
fuel	GASOLINE				43.79
fuel	GASOLINE				52.00
fuel	GASOLINE				46.11
fuel	GASOLINE				49.42
fuel	GASOLINE				43.67
DEPT FUEL	GASOLINE				16.18
fuel	GASOLINE				45.35
fuel	GASOLINE				46.73
fuel	GASOLINE				41.25
fuel	GASOLINE				46.62
DEPT FUEL	GASOLINE				13.00
DEPT FUEL	GASOLINE				47.08
fuel	GASOLINE				40.25
fuel	GASOLINE				50.09
Montholy fuel fire	GASOLINE				209.21
GASOLINE	GASOLINE				175.79
GASOLINE	GASOLINE				3,355.01
fuel	GASOLINE				-70.32
fuel	GASOLINE				-2.79
				Fund 111 - GENERAL Total:	4,248.44
Fund: 212 - TRANSPORTATION					
UNLEADED GASOLINE	GASOLINE				783.44
UNLEADED GASOLINE	OTHER FUEL				1,490.01
				Fund 212 - TRANSPORTATION Total:	2,273.45
Fund: 621 - ENVIRONMENTAL SERVICES					
other fuel	GASOLINE				286.97
other fuel	OTHER FUEL				6,398.70
				Fund 621 - ENVIRONMENTAL SERVICES Total:	6,685.67
Fund: 631 - WASTEWATER					
FUEL	OTHER FUEL				1,030.26
FUEL	DEPARTMENT SUPPLIES				79.90
FUEL	GASOLINE				485.52
FUEL	OTHER FUEL				379.59
				Fund 631 - WASTEWATER Total:	1,975.27
Fund: 641 - WATER					
FUEL	GASOLINE				1,227.97
FUEL	OTHER FUEL				47.69
				Fund 641 - WATER Total:	1,275.66
				Vendor 00550 - PANHANDLE COOPERATIVE ASSOCIATION Total:	16,458.49
Vendor: 00487 - PANHANDLE ENVIRONMENTAL SERVICES INC					
Fund: 631 - WASTEWATER					
CONTRACTUAL SVC	CONTRACTUAL SERVICES				90.50
				Fund 631 - WASTEWATER Total:	90.50
Fund: 641 - WATER					
SAMPLES	SAMPLES				54.00
				Fund 641 - WATER Total:	54.00
				Vendor 00487 - PANHANDLE ENVIRONMENTAL SERVICES INC Total:	144.50
Vendor: 04494 - PAUL REED CONSTRUCTION & SUPPLY, INC					
Fund: 621 - ENVIRONMENTAL SERVICES					
dept supplies	DEPARTMENT SUPPLIES				212.80

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Description (Payable)	Account Name	(None)	(None)	(None)	Amount
dept supplies	DEPARTMENT SUPPLIES				207.84
dept supplies	DEPARTMENT SUPPLIES				218.08
dept supplies	DEPARTMENT SUPPLIES				208.96
Fund 621 - ENVIRONMENTAL SERVICES Total:					847.68
Vendor 04494 - PAUL REED CONSTRUCTION & SUPPLY, INC Total:					847.68
Vendor: 01276 - PLATTE VALLEY BANK					
Fund: 713 - CASH & INVESTMENT POOL					
HSA ACCOUNT	HSA EE PAYABLE				13,769.24
HSA ACCOUNT	HSA ER PAYABLE				1,343.75
Fund 713 - CASH & INVESTMENT POOL Total:					15,112.99
Vendor 01276 - PLATTE VALLEY BANK Total:					15,112.99
Vendor: 00272 - POSTMASTER					
Fund: 621 - ENVIRONMENTAL SERVICES					
Postage	POSTAGE				123.07
Postage	POSTAGE				81.24
Fund 621 - ENVIRONMENTAL SERVICES Total:					204.31
Fund: 631 - WASTEWATER					
Postage	POSTAGE				123.07
Postage	POSTAGE				81.24
Fund 631 - WASTEWATER Total:					204.31
Fund: 641 - WATER					
Postage	POSTAGE				123.06
Postage	POSTAGE				81.23
Fund 641 - WATER Total:					204.29
Vendor 00272 - POSTMASTER Total:					612.91
Vendor: 01920 - PRAISE WINDOWS INC					
Fund: 111 - GENERAL					
Bldg main.	BUILDING MAINTENANCE				645.00
Fund 111 - GENERAL Total:					645.00
Vendor 01920 - PRAISE WINDOWS INC Total:					645.00
Vendor: 00266 - QUILL CORPORATION					
Fund: 111 - GENERAL					
DEPT SUPPL	DEPARTMENT SUPPLIES				199.99
DEPT SUPPL	DEPARTMENT SUPPLIES				203.27
DEPT SUPPL	DEPARTMENT SUPPLIES				42.31
INVEST SUPPL	INVESTIGATIVE EXPENSES				96.98
DEPT SUPPL	DEPARTMENT SUPPLIES				2.67
DEPT SUPPL	DEPARTMENT SUPPLIES				83.92
DEPT & JANIT SUPPL	DEPARTMENT SUPPLIES				127.95
DEPT & JANIT SUPPL	JANITORIAL SUPPLIES				7.76
DEPT & JANIT SUPPL	JANITORIAL SUPPLIES				7.76
INVEST SUPPL	INVESTIGATIVE EXPENSES				-96.98
Fund 111 - GENERAL Total:					675.63
Vendor 00266 - QUILL CORPORATION Total:					675.63
Vendor: 06780 - RAILROAD MANAGEMENT CO III, LLC					
Fund: 641 - WATER					
RENT - LAND	RENT-LAND				194.55
Fund 641 - WATER Total:					194.55
Vendor 06780 - RAILROAD MANAGEMENT CO III, LLC Total:					194.55
Vendor: 04089 - REGIONAL CARE INC					
Fund: 812 - HEALTH INSURANCE					
CLAIMS	CLAIMS EXPENSE				19,931.62
claims	CLAIMS EXPENSE				29,142.89
Fund 812 - HEALTH INSURANCE Total:					49,074.51
Vendor 04089 - REGIONAL CARE INC Total:					49,074.51

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Description (Payable)	Account Name	(None)	(None)	(None)	Amount
Vendor: 09564 - ROCKSTEP SCOTTSBLUFF LLC					
Fund: 215 - SPECIAL PROJECTS					
OCCUPATION TAX JAN - MAR 2...	CONTRACTUAL SERVICES				36,186.33
				Fund 215 - SPECIAL PROJECTS Total:	36,186.33
				Vendor 09564 - ROCKSTEP SCOTTSBLUFF LLC Total:	36,186.33
Vendor: 00366 - ROOSEVELT PUBLIC POWER DISTRICT					
Fund: 641 - WATER					
ELECTRIC POWER	ELECTRIC POWER				2,092.32
				Fund 641 - WATER Total:	2,092.32
				Vendor 00366 - ROOSEVELT PUBLIC POWER DISTRICT Total:	2,092.32
Vendor: 00564 - RUSCH'S GENERAL CONTRACTING, LLC					
Fund: 111 - GENERAL					
BLDG MAINT	BUILDING MAINTENANCE				100.00
				Fund 111 - GENERAL Total:	100.00
				Vendor 00564 - RUSCH'S GENERAL CONTRACTING, LLC Total:	100.00
Vendor: 00026 - S M E C					
Fund: 713 - CASH & INVESTMENT POOL					
employee deduction	SMEC EE PAYABLE				194.50
				Fund 713 - CASH & INVESTMENT POOL Total:	194.50
				Vendor 00026 - S M E C Total:	194.50
Vendor: 00156 - SAFETYLINE CONSULTANTS, INC					
Fund: 111 - GENERAL					
DEPT SUPPL	DEPARTMENT SUPPLIES				34.69
DEPT SUPPL	DEPARTMENT SUPPLIES				34.70
				Fund 111 - GENERAL Total:	69.39
				Vendor 00156 - SAFETYLINE CONSULTANTS, INC Total:	69.39
Vendor: 00257 - SANDBERG IMPLEMENT, INC					
Fund: 111 - GENERAL					
EQUIP MAINT	EQUIPMENT MAINTENANCE				5.00
EQUIP MAINT	EQUIPMENT MAINTENANCE				20.25
				Fund 111 - GENERAL Total:	25.25
Fund: 212 - TRANSPORTATION					
CASE ASSY & TRIMMER HEADS ...	EQUIPMENT MAINTENANCE				109.31
				Fund 212 - TRANSPORTATION Total:	109.31
Fund: 725 - CENTRAL GARAGE					
equip mtn	EQUIPMENT MAINTENANCE				3.54
				Fund 725 - CENTRAL GARAGE Total:	3.54
				Vendor 00257 - SANDBERG IMPLEMENT, INC Total:	138.10
Vendor: 02531 - SCB FIREFIGHTERS UNION LOCAL 1454					
Fund: 713 - CASH & INVESTMENT POOL					
FIRE EE DUES	FIRE UNION DUES EE PAY				195.00
				Fund 713 - CASH & INVESTMENT POOL Total:	195.00
				Vendor 02531 - SCB FIREFIGHTERS UNION LOCAL 1454 Total:	195.00
Vendor: 00503 - SCB TENT & AWNING					
Fund: 111 - GENERAL					
VEH MAINT	VEHICLE MAINTENANCE				98.50
				Fund 111 - GENERAL Total:	98.50
				Vendor 00503 - SCB TENT & AWNING Total:	98.50
Vendor: 09759 - SCOTTIES POTTIES INC					
Fund: 111 - GENERAL					
CONTRACTUAL	CONTRACTUAL SERVICES				212.50
				Fund 111 - GENERAL Total:	212.50
				Vendor 09759 - SCOTTIES POTTIES INC Total:	212.50

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Description (Payable)	Account Name	(None)	(None)	(None)	Amount
Vendor: 08869 - SCOTTS BLUFF COUNTY COMMUNICATIONS CENTER					
Fund: 111 - GENERAL					
RADIO ANTENNA	DEPARTMENT SUPPLIES				89.50
				Fund 111 - GENERAL Total:	89.50
			Vendor 08869 - SCOTTS BLUFF COUNTY COMMUNICATIONS CENTER Total:		89.50
Vendor: 00852 - SCOTTS BLUFF COUNTY COURT					
Fund: 111 - GENERAL					
LEGAL FEES	LEGAL FEES				17.00
LEGAL FEES	LEGAL FEES				3.00
LEGAL FEES	LEGAL FEES				3.00
LEGAL FEES	LEGAL FEES				17.00
LEGAL FEES	LEGAL FEES				17.00
LEGAL FEES	LEGAL FEES				17.00
LEGAL FEES	LEGAL FEES				17.00
LEGAL FEES	LEGAL FEES				17.00
LEGAL FEES	LEGAL FEES				17.00
LEGAL FEES	LEGAL FEES				17.00
LEGAL FEES	LEGAL FEES				3.00
				Fund 111 - GENERAL Total:	145.00
			Vendor 00852 - SCOTTS BLUFF COUNTY COURT Total:		145.00
Vendor: 00111 - SCOTTSBLUFF BODY & PAINT					
Fund: 111 - GENERAL					
TOW SERVICE	CONTRACTUAL SERVICES				95.00
TOW SERVICE	CONTRACTUAL SERVICES				95.00
TOW SERVICE	CONTRACTUAL SERVICES				105.00
TOW SERVICE	CONTRACTUAL SERVICES				105.00
TOW SERVICE	CONTRACTUAL SERVICES				105.00
TOW SERVICE	CONTRACTUAL SERVICES				105.00
TOW SERVICE	CONTRACTUAL SERVICES				105.00
				Fund 111 - GENERAL Total:	715.00
			Vendor 00111 - SCOTTSBLUFF BODY & PAINT Total:		715.00
Vendor: 00273 - SCOTTSBLUFF POLICE OFFICERS ASSOCIATION					
Fund: 713 - CASH & INVESTMENT POOL					
POLICE EE DUES	POL UNION DUES EE PAY				552.00
				Fund 713 - CASH & INVESTMENT POOL Total:	552.00
			Vendor 00273 - SCOTTSBLUFF POLICE OFFICERS ASSOCIATION Total:		552.00
Vendor: 01271 - SCOTTSBLUFF SCREENPRINTING & EMBROIDERY, LLC					
Fund: 111 - GENERAL					
UNIFORMS	UNIFORMS & CLOTHING				20.00
DEPT SUPP	DEPARTMENT SUPPLIES				13.00
				Fund 111 - GENERAL Total:	33.00
			Vendor 01271 - SCOTTSBLUFF SCREENPRINTING & EMBROIDERY, LLC Total:		33.00
Vendor: 00759 - SCOTTSBLUFF/GERING CHAMBER OF COMMERCE					
Fund: 111 - GENERAL					
SCHOOL & CONF	SCHOOL & CONFERENCE				35.00
				Fund 111 - GENERAL Total:	35.00
			Vendor 00759 - SCOTTSBLUFF/GERING CHAMBER OF COMMERCE Total:		35.00
Vendor: 00684 - SHERIFF'S OFFICE					
Fund: 111 - GENERAL					
LEGAL FEES	LEGAL FEES				24.78
LEGAL FEES	LEGAL FEES				9.00
LEGAL FEES	LEGAL FEES				20.26
LEGAL FEES	LEGAL FEES				21.40
LEGAL FEES	LEGAL FEES				24.78
LEGAL FEES	LEGAL FEES				9.00
LEGAL FEES	LEGAL FEES				9.00

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Description (Payable)	Account Name	(None)	(None)	(None)	Amount
LEGAL FEES	LEGAL FEES				21.40
Fund 111 - GENERAL Total:					139.62
Vendor 00684 - SHERIFF'S OFFICE Total:					139.62
Vendor: 00786 - SHERWIN WILLIAMS					
Fund: 111 - GENERAL					
BLDG MAINT	BUILDING MAINTENANCE				35.79
BLDG MAINT	BUILDING MAINTENANCE				107.83
DEPT SUPP	DEPARTMENT SUPPLIES				78.80
Fund 111 - GENERAL Total:					222.42
Fund: 212 - TRANSPORTATION					
YELLOW, WHITE, RED & BLUE L...	STREET REPAIR SUPPLIES				29,558.75
Fund 212 - TRANSPORTATION Total:					29,558.75
Vendor 00786 - SHERWIN WILLIAMS Total:					29,781.17
Vendor: 05638 - SHRADDHA, LLC					
Fund: 111 - GENERAL					
hotel hobbs for York training	BUSINESS TRAVEL				89.00
Fund 111 - GENERAL Total:					89.00
Vendor 05638 - SHRADDHA, LLC Total:					89.00
Vendor: 00021 - SIMMONS OLSEN LAW FIRM, P.C.					
Fund: 111 - GENERAL					
CONTRACTUAL SERVICES	CONTRACTUAL SERVICES				6,264.61
Fund 111 - GENERAL Total:					6,264.61
Fund: 224 - ECONOMIC DEVELOPMENT					
CONTRACTUAL SERVICES	CONTRACTUAL SERVICES				462.00
CONTRACTUAL SERVICES	CONTRACTUAL SERVICES				360.00
CONTRACTUAL SERVICES	CONTRACTUAL SERVICES				90.00
CONTRACTUAL SERVICES	CONTRACTUAL SERVICES				222.00
CONTRACTUAL SERVICES	CONTRACTUAL SERVICES				466.50
CONTRACTUAL SERVICES	CONTRACTUAL SERVICES				67.50
CONTRACTUAL SERVICES	CONTRACTUAL SERVICES				1,740.00
CONTRACTUAL SERVICES	CONTRACTUAL SERVICES				67.50
CONTRACTUAL SERVICES	CONTRACTUAL SERVICES				391.50
Fund 224 - ECONOMIC DEVELOPMENT Total:					3,867.00
Vendor 00021 - SIMMONS OLSEN LAW FIRM, P.C. Total:					10,131.61
Vendor: 01031 - SIMON CONTRACTORS					
Fund: 212 - TRANSPORTATION					
BASE GRAVEL FOR ALLEYS	STREET REPAIR SUPPLIES				175.28
CONCRETE FOR STREET REPAIR	STREET MAINTENANCE				1,166.00
CONCRETE FOR STREET REPAIR	STREET MAINTENANCE				1,136.25
CONCRETE FOR STREET REPAIR	STREET MAINTENANCE				260.00
Fund 212 - TRANSPORTATION Total:					2,737.53
Vendor 01031 - SIMON CONTRACTORS Total:					2,737.53
Vendor: 00513 - SNELL SERVICES INC.					
Fund: 111 - GENERAL					
Bldg main.	BUILDING MAINTENANCE				150.00
Fund 111 - GENERAL Total:					150.00
Vendor 00513 - SNELL SERVICES INC. Total:					150.00
Vendor: 00240 - STATE OF NE.DEPT.OF LABOR					
Fund: 811 - UNEMPLOYMENT COMP					
1ST QTR 2017 UNEMPLOYMENT...	PAYMENT TO STATE				1,920.00
Fund 811 - UNEMPLOYMENT COMP Total:					1,920.00
Vendor 00240 - STATE OF NE.DEPT.OF LABOR Total:					1,920.00

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Description (Payable)	Account Name	(None)	(None)	(None)	Amount
Vendor: 09761 - TD RELKA LLC					
Fund: 111 - GENERAL					
misc	MISCELLANEOUS				1,612.80
				Fund 111 - GENERAL Total:	1,612.80
				Vendor 09761 - TD RELKA LLC Total:	1,612.80
Vendor: 01325 - THE PEAVEY CORP					
Fund: 111 - GENERAL					
INVEST SUPPL	INVESTIGATIVE EXPENSES				55.80
				Fund 111 - GENERAL Total:	55.80
				Vendor 01325 - THE PEAVEY CORP Total:	55.80
Vendor: 05393 - TODD, JAMES					
Fund: 111 - GENERAL					
GASOLINE	GASOLINE				117.11
				Fund 111 - GENERAL Total:	117.11
				Vendor 05393 - TODD, JAMES Total:	117.11
Vendor: 08002 - TOYOTA MOTOR CREDIT CORPORATION					
Fund: 218 - PUBLIC SAFETY					
HIDTA CAR LEASE	DEPARTMENT SUPPLIES				365.69
				Fund 218 - PUBLIC SAFETY Total:	365.69
				Vendor 08002 - TOYOTA MOTOR CREDIT CORPORATION Total:	365.69
Vendor: 07537 - TRANS IOWA EQUIPMENT LLC					
Fund: 631 - WASTEWATER					
EQUIP MAINT	EQUIPMENT MAINTENANCE				1,091.09
				Fund 631 - WASTEWATER Total:	1,091.09
Fund: 725 - CENTRAL GARAGE					
equip mtnc	EQUIPMENT MAINTENANCE				3,617.19
				Fund 725 - CENTRAL GARAGE Total:	3,617.19
				Vendor 07537 - TRANS IOWA EQUIPMENT LLC Total:	4,708.28
Vendor: 05367 - TRINITY BURGNER					
Fund: 111 - GENERAL					
SCHOOL & CONF	SCHOOL & CONFERENCE				96.00
				Fund 111 - GENERAL Total:	96.00
				Vendor 05367 - TRINITY BURGNER Total:	96.00
Vendor: 00834 - TWIN CITIES DEVELOPMENT ASSOC, INC					
Fund: 224 - ECONOMIC DEVELOPMENT					
eCENTER AGREEMENT	CONTRACTUAL SERVICES				6,000.00
				Fund 224 - ECONOMIC DEVELOPMENT Total:	6,000.00
				Vendor 00834 - TWIN CITIES DEVELOPMENT ASSOC, INC Total:	6,000.00
Vendor: 00568 - TWIN CITY AUTO, INC					
Fund: 212 - TRANSPORTATION					
CURB GUARDS FOR SNOW PLO...	EQUIPMENT MAINTENANCE				106.88
				Fund 212 - TRANSPORTATION Total:	106.88
				Vendor 00568 - TWIN CITY AUTO, INC Total:	106.88
Vendor: 08821 - TYLER TECHNOLOGIES, INC					
Fund: 641 - WATER					
UB FEES	BANK FEES				1,847.50
				Fund 641 - WATER Total:	1,847.50
				Vendor 08821 - TYLER TECHNOLOGIES, INC Total:	1,847.50
Vendor: 09239 - UNIQUE MANAGEMENT SERVICES, INC					
Fund: 111 - GENERAL					
Cont. srvc.	CONTRACTUAL SERVICES				268.50
				Fund 111 - GENERAL Total:	268.50
				Vendor 09239 - UNIQUE MANAGEMENT SERVICES, INC Total:	268.50

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Description (Payable)	Account Name	(None)	(None)	(None)	Amount
Vendor: 00195 - UNITED STATES WELDING, INC					
Fund: 621 - ENVIRONMENTAL SERVICES					
equip mtnc	EQUIPMENT MAINTENANCE				41.88
Fund 621 - ENVIRONMENTAL SERVICES Total:					41.88
Vendor 00195 - UNITED STATES WELDING, INC Total:					41.88
Vendor: 08887 - UPSTART ENTERPRISES, LLC					
Fund: 111 - GENERAL					
DEPT SUPP	DEPARTMENT SUPPLIES				89.99
DEPT SUPP	DEPARTMENT SUPPLIES				89.99
Fund 111 - GENERAL Total:					179.98
Vendor 08887 - UPSTART ENTERPRISES, LLC Total:					179.98
Vendor: 08828 - US BANK					
Fund: 111 - GENERAL					
certified letter- Murphy card	POSTAGE				6.59
MEMBERSHIP - HILYARD	MEMBERSHIPS				140.00
EMS shirt for Combs-Lohr card	UNIFORMS & CLOTHING				21.40
Class registratin for two-Miller ...	SCHOOL & CONFERENCE				100.00
fuel for RC visit - murphy card	GASOLINE				53.70
fuel york training-Miller card	GASOLINE				29.11
DEPT SUPP	DEPARTMENT SUPPLIES				131.22
MISC	MISCELLANEOUS				150.00
motel wyoming visit-Murphy ca...	BUSINESS TRAVEL				74.00
SCHOOLS & CONF	SCHOOL & CONFERENCE				50.00
GASOLINE	GASOLINE				30.79
Prgrm	PROGRAMMING				14.77
wildland class fee-Murphy card	SCHOOL & CONFERENCE				160.00
GASOLINE	GASOLINE				38.00
refund for canceled class-Murp...	SCHOOL & CONFERENCE				-160.00
Fund 111 - GENERAL Total:					839.58
Fund: 212 - TRANSPORTATION					
SCHOOL & CONF	SCHOOL & CONFERENCE				283.68
SCHOOL & CONF	SCHOOL & CONFERENCE				28.09
SCHOOL & CONF	SCHOOL & CONFERENCE				32.39
Fund 212 - TRANSPORTATION Total:					344.16
Fund: 661 - STORMWATER					
DEPT SUP	DEPARTMENT SUPPLIES				7.00
SCHOOLS & CONF	SCHOOL & CONFERENCE				75.00
Fund 661 - STORMWATER Total:					82.00
Vendor 08828 - US BANK Total:					1,265.74
Vendor: 00166 - Vantagepoint Transfer Agents-300793					
Fund: 713 - CASH & INVESTMENT POOL					
DEF COMP	DEFERRED COMP EE PAY				695.00
Fund 713 - CASH & INVESTMENT POOL Total:					695.00
Vendor 00166 - Vantagepoint Transfer Agents-300793 Total:					695.00
Vendor: 09614 - Vantagepoint Transfer Agents-705437					
Fund: 713 - CASH & INVESTMENT POOL					
ROTH IRA	DEFERRED COMP EE PAY				530.00
Fund 713 - CASH & INVESTMENT POOL Total:					530.00
Vendor 09614 - Vantagepoint Transfer Agents-705437 Total:					530.00
Vendor: 03674 - WELLS FARGO BANK, N.A.					
Fund: 713 - CASH & INVESTMENT POOL					
retirement	REGULAR RETIRE EE PAY				7,083.44
retirement	REGULAR RETIRE EE PAY				7,481.95
retirement	RETIRE FIRE EE PAYABLE				2,579.29
retirement	RETIRE FIRE EE PAYABLE				4,364.57
retirement	RETIRE POLICE EE PAY				4,820.95

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Description (Payable)	Account Name	(None)	(None)	(None)	Amount
retirement	RETIRE POLICE EE PAY				5,123.68
Fund 713 - CASH & INVESTMENT POOL Total:					31,453.88
Vendor 03674 - WELLS FARGO BANK, N.A. Total:					31,453.88
Vendor: 00268 - WESTERN COOPRTATIVE COMPANY					
Fund: 111 - GENERAL					
GROUNDS MAINT	GROUNDS MAINTENANCE				305.36
GROUND MAINT	GROUNDS MAINTENANCE				913.68
GROUNDS MAINT	GROUNDS MAINTENANCE				383.12
Fund 111 - GENERAL Total:					1,602.16
Vendor 00268 - WESTERN COOPRTATIVE COMPANY Total:					1,602.16
Vendor: 00344 - WESTERN PATHOLOGY CONSULTANTS, INC					
Fund: 111 - GENERAL					
CONTRACT SERVICES	CONTRACTUAL SERVICES				44.50
CONTRACT SERVICES	CONTRACTUAL SERVICES				229.00
CONTRACT SERVICES	CONTRACTUAL SERVICES				44.50
Fund 111 - GENERAL Total:					318.00
Vendor 00344 - WESTERN PATHOLOGY CONSULTANTS, INC Total:					318.00
Vendor: 09711 - WESTERN STATES BANK					
Fund: 311 - DEBT SERVICE					
PRINCIPAL & INTEREST (PS TAX ... DEBT SERVICE-PRINCIPAL					335,000.00
PRINCIPAL & INTEREST (PS TAX ... DEBT SERVICE-INTEREST					6,442.71
Fund 311 - DEBT SERVICE Total:					341,442.71
Vendor 09711 - WESTERN STATES BANK Total:					341,442.71
Vendor: 07239 - WYOMING FIRST AID & SAFETY SUPPLY, LLC					
Fund: 212 - TRANSPORTATION					
FIRST AID KIT SUPPLIES	DEPARTMENT SUPPLIES				83.61
Fund 212 - TRANSPORTATION Total:					83.61
Fund: 725 - CENTRAL GARAGE					
dept supplies	DEPARTMENT SUPPLIES				17.97
Fund 725 - CENTRAL GARAGE Total:					17.97
Vendor 07239 - WYOMING FIRST AID & SAFETY SUPPLY, LLC Total:					101.58
Vendor: 09750 - WYOMING WATER DEVELOPMENT OFF					
Fund: 641 - WATER					
PAWS FEASIBILITY STUDY	CONTRACTUAL SERVICES				3,517.00
Fund 641 - WATER Total:					3,517.00
Vendor 09750 - WYOMING WATER DEVELOPMENT OFF Total:					3,517.00
Vendor: 02057 - YOUNG MEN'S CHRISTIAN ASSOCIATION OF SCOTTSBLUFF, NE					
Fund: 713 - CASH & INVESTMENT POOL					
YMCA	YMCA PAY EE				1,692.50
Fund 713 - CASH & INVESTMENT POOL Total:					1,692.50
Vendor 02057 - YOUNG MEN'S CHRISTIAN ASSOCIATION OF SCOTTSBLUFF, NE Total:					1,692.50
Vendor: 03379 - ZM LUMBER INC					
Fund: 111 - GENERAL					
GROUND MAINT	GROUNDS MAINTENANCE				46.14
Fund 111 - GENERAL Total:					46.14
Vendor 03379 - ZM LUMBER INC Total:					46.14
Grand Total:					810,456.27

Report Summary

Fund Summary

Fund	Expense Amount	Payment Amount
111 - GENERAL	63,872.08	397.87
212 - TRANSPORTATION	79,718.23	0.00
213 - CEMETERY	977.96	0.00
215 - SPECIAL PROJECTS	36,186.33	0.00
216 - BUSINESS IMPROVEMENT	844.31	0.00
218 - PUBLIC SAFETY	1,929.69	0.00
223 - KENO	3,272.00	0.00
224 - ECONOMIC DEVELOPMENT	9,867.00	0.00
311 - DEBT SERVICE	341,442.71	0.00
621 - ENVIRONMENTAL SERVICES	58,225.07	204.31
631 - WASTEWATER	9,159.09	204.31
641 - WATER	14,396.42	2,296.61
661 - STORMWATER	1,171.77	0.00
713 - CASH & INVESTMENT POOL	131,040.87	131,040.87
721 - GIS SERVICES	24.09	0.00
725 - CENTRAL GARAGE	7,334.14	0.00
811 - UNEMPLOYMENT COMP	1,920.00	0.00
812 - HEALTH INSURANCE	49,074.51	49,074.51
Grand Total:	810,456.27	183,218.48

Account Summary

Account Number	Account Name	Expense Amount	Payment Amount
111-42206-171	PARK SHELTER/EVENT FEE	25.00	0.00
111-51261-111	WORKERS COMPENSATI...	73.50	0.00
111-51261-121	WORKERS COMPENSATI...	-290.93	0.00
111-51261-141	WORKERS COMPENSATI...	4,930.28	0.00
111-51261-142	WORKERS COMPENSATI...	-1,796.12	0.00
111-51261-151	WORKERS COMPENSATI...	16.71	0.00
111-51261-171	WORKERS COMPENSATI...	126.33	0.00
111-51261-172	WORKERS COMPENSATI...	-3,029.56	0.00
111-51281-142	DISABILITY INSURANCE	397.87	397.87
111-52111-111	DEPARTMENT SUPPLIES	382.12	0.00
111-52111-114	DEPARTMENT SUPPLIES	19.98	0.00
111-52111-116	DEPARTMENT SUPPLIES	2,045.95	0.00
111-52111-121	DEPARTMENT SUPPLIES	425.06	0.00
111-52111-141	DEPARTMENT SUPPLIES	48.56	0.00
111-52111-142	DEPARTMENT SUPPLIES	694.81	0.00
111-52111-143	DEPARTMENT SUPPLIES	89.50	0.00
111-52111-151	DEPARTMENT SUPPLIES	531.58	0.00
111-52111-171	DEPARTMENT SUPPLIES	274.63	0.00
111-52111-172	DEPARTMENT SUPPLIES	131.22	0.00
111-52121-141	JANITORIAL SUPPLIES	7.76	0.00
111-52121-142	JANITORIAL SUPPLIES	7.76	0.00
111-52121-151	JANITORIAL SUPPLIES	338.98	0.00
111-52121-171	JANITORIAL SUPPLIES	52.29	0.00
111-52163-142	INVESTIGATIVE EXPENSES	55.80	0.00
111-52181-141	UNIFORMS & CLOTHING	21.40	0.00
111-52181-142	UNIFORMS & CLOTHING	759.79	0.00
111-52181-172	UNIFORMS & CLOTHING	2,500.00	0.00
111-52211-111	PUBLICATIONS	166.40	0.00
111-52222-151	BOOKS	453.77	0.00
111-52223-151	PROGRAMMING	192.89	0.00
111-52311-111	MEMBERSHIPS	140.00	0.00
111-52311-114	MEMBERSHIPS	6,365.02	0.00
111-52311-121	MEMBERSHIPS	150.00	0.00
111-52311-151	MEMBERSHIPS	130.00	0.00
111-52411-111	POSTAGE	1,000.00	0.00

Account Summary

Account Number	Account Name	Expense Amount	Payment Amount
111-52411-141	POSTAGE	6.59	0.00
111-52511-121	GASOLINE	76.26	0.00
111-52511-141	GASOLINE	292.02	0.00
111-52511-142	GASOLINE	3,502.91	0.00
111-52511-143	GASOLINE	213.79	0.00
111-52511-171	GASOLINE	432.17	0.00
111-52999-112	MISCELLANEOUS	1,785.90	0.00
111-52999-114	MISCELLANEOUS	150.00	0.00
111-53111-112	CONTRACTUAL SERVICES	1,173.50	0.00
111-53111-114	CONTRACTUAL SERVICES	6,264.61	0.00
111-53111-116	CONTRACTUAL SERVICES	3,525.00	0.00
111-53111-121	CONTRACTUAL SERVICES	1,755.00	0.00
111-53111-141	CONTRACTUAL SERVICES	44.50	0.00
111-53111-142	CONTRACTUAL SERVICES	1,654.94	0.00
111-53111-151	CONTRACTUAL SERVICES	847.94	0.00
111-53111-171	CONTRACTUAL SERVICES	217.25	0.00
111-53121-112	CONSULTING SERVICES	33.00	0.00
111-53121-142	CONSULTING SERVICES	100.00	0.00
111-53161-115	LEGAL PUBLICATIONS	377.18	0.00
111-53161-121	LEGAL PUBLICATIONS	38.18	0.00
111-53161-141	LEGAL PUBLICATIONS	28.36	0.00
111-53161-142	LEGAL PUBLICATIONS	410.63	0.00
111-53161-143	LEGAL PUBLICATIONS	30.54	0.00
111-53161-151	LEGAL PUBLICATIONS	12.60	0.00
111-53161-171	LEGAL PUBLICATIONS	1,300.16	0.00
111-53211-142	LEGAL FEES	284.62	0.00
111-53421-141	BUILDING MAINTENANCE	10.75	0.00
111-53421-142	BUILDING MAINTENANCE	10.75	0.00
111-53421-151	BUILDING MAINTENANCE	795.00	0.00
111-53421-171	BUILDING MAINTENANCE	2,415.93	0.00
111-53421-172	BUILDING MAINTENANCE	636.00	0.00
111-53441-111	EQUIPMENT MAINTENAN...	136.86	0.00
111-53441-141	EQUIPMENT MAINTENAN...	3.48	0.00
111-53441-171	EQUIPMENT MAINTENAN...	45.20	0.00
111-53451-141	VEHICLE MAINTENANCE	80.73	0.00
111-53451-142	VEHICLE MAINTENANCE	251.74	0.00
111-53451-171	VEHICLE MAINTENANCE	98.50	0.00
111-53471-171	GROUNDS MAINTENANCE	2,536.44	0.00
111-53511-111	ELECTRICITY	459.79	0.00
111-53511-141	ELECTRICITY	751.95	0.00
111-53511-142	ELECTRICITY	804.86	0.00
111-53511-143	ELECTRICITY	178.60	0.00
111-53511-151	ELECTRICITY	2,569.73	0.00
111-53511-171	ELECTRICITY	2,878.97	0.00
111-53511-172	ELECTRICITY	53.44	0.00
111-53551-171	STREET LIGHTS	100.40	0.00
111-53561-111	TELEPHONE	267.63	0.00
111-53561-112	TELEPHONE	69.44	0.00
111-53561-114	TELEPHONE	67.94	0.00
111-53561-115	TELEPHONE	37.14	0.00
111-53561-116	TELEPHONE	160.00	0.00
111-53561-121	TELEPHONE	176.60	0.00
111-53561-141	TELEPHONE	361.61	0.00
111-53561-142	TELEPHONE	1,583.51	0.00
111-53561-151	TELEPHONE	518.92	0.00
111-53561-171	TELEPHONE	223.64	0.00
111-53561-172	TELEPHONE	14.70	0.00
111-53571-141	CELLULAR PHONE	240.10	0.00

Account Summary

Account Number	Account Name	Expense Amount	Payment Amount
111-53631-142	RENT-MACHINES	44.97	0.00
111-53711-113	SCHOOL & CONFERENCE	35.00	0.00
111-53711-141	SCHOOL & CONFERENCE	100.00	0.00
111-53711-142	SCHOOL & CONFERENCE	778.00	0.00
111-53711-143	SCHOOL & CONFERENCE	30.00	0.00
111-53711-172	SCHOOL & CONFERENCE	96.00	0.00
111-53721-121	BUSINESS TRAVEL	77.20	0.00
111-53721-141	BUSINESS TRAVEL	163.00	0.00
111-53811-121	BONDING	200.00	0.00
111-53913-112	RECRUITMENT	1,811.56	0.00
212-51261-212	WORKERS COMPENSATI...	2,809.33	0.00
212-52111-212	DEPARTMENT SUPPLIES	488.29	0.00
212-52171-212	STREET REPAIR SUPPLIES	42,082.78	0.00
212-52511-212	GASOLINE	783.44	0.00
212-52521-212	OTHER FUEL	1,490.01	0.00
212-53111-212	CONTRACTUAL SERVICES	49.55	0.00
212-53441-212	EQUIPMENT MAINTENAN...	216.19	0.00
212-53491-212	STREET MAINTENANCE	2,562.25	0.00
212-53511-212	ELECTRICITY	660.73	0.00
212-53531-212	ELECTRIC POWER	1,425.38	0.00
212-53551-212	STREET LIGHTS	26,350.86	0.00
212-53561-212	TELEPHONE	455.26	0.00
212-53711-212	SCHOOL & CONFERENCE	344.16	0.00
213-51261-213	WORKERS COMPENSATI...	116.67	0.00
213-52111-213	DEPARTMENT SUPPLIES	163.42	0.00
213-53111-213	CONTRACTUAL SERVICES	10.90	0.00
213-53421-213	BUILDING MAINTENANCE	105.98	0.00
213-53441-213	EQUIPMENT MAINTENAN...	54.19	0.00
213-53511-213	ELECTRICITY	457.36	0.00
213-53561-213	TELEPHONE	69.44	0.00
215-53111-111	CONTRACTUAL SERVICES	36,186.33	0.00
216-53111-121	CONTRACTUAL SERVICES	758.89	0.00
216-53551-000	STREET LIGHTS	85.42	0.00
218-52111-142	DEPARTMENT SUPPLIES	365.69	0.00
218-54411-142	EQUIPMENT	1,564.00	0.00
223-52111-171	DEPARTMENT SUPPLIES	3,272.00	0.00
224-53111-113	CONTRACTUAL SERVICES	6,000.00	0.00
224-53111-114	CONTRACTUAL SERVICES	3,867.00	0.00
311-57110-111	DEBT SERVICE-PRINCIPAL	335,000.00	0.00
311-57115-111	DEBT SERVICE-INTEREST	6,442.71	0.00
621-51261-621	WORKERS COMPENSATI...	387.27	0.00
621-52111-621	DEPARTMENT SUPPLIES	4,244.55	0.00
621-52411-621	POSTAGE	204.31	204.31
621-52511-621	GASOLINE	286.97	0.00
621-52521-621	OTHER FUEL	6,398.70	0.00
621-53111-621	CONTRACTUAL SERVICES	992.34	0.00
621-53193-621	DISPOSAL FEES	44,193.79	0.00
621-53421-621	BUILDING MAINTENANCE	33.72	0.00
621-53431-621	ELECTRICAL MAINTENAN...	120.56	0.00
621-53441-621	EQUIPMENT MAINTENAN...	182.75	0.00
621-53451-621	VEHICLE MAINTENANCE	189.99	0.00
621-53511-621	ELECTRICITY	733.85	0.00
621-53561-621	TELEPHONE	256.27	0.00
631-51261-631	WORKERS COMPENSATI...	196.55	0.00
631-52111-631	DEPARTMENT SUPPLIES	1,290.20	0.00
631-52411-631	POSTAGE	204.31	204.31
631-52511-631	GASOLINE	485.52	0.00
631-52521-631	OTHER FUEL	1,409.85	0.00

Account Summary

Account Number	Account Name	Expense Amount	Payment Amount
631-53111-631	CONTRACTUAL SERVICES	1,303.67	0.00
631-53161-631	LEGAL PUBLICATIONS	55.66	0.00
631-53441-631	EQUIPMENT MAINTENAN...	1,091.09	0.00
631-53451-631	VEHICLE MAINTENANCE	24.77	0.00
631-53511-631	ELECTRICITY	1,280.25	0.00
631-53531-631	ELECTRIC POWER	133.62	0.00
631-53561-631	TELEPHONE	135.83	0.00
631-53571-631	CELLULAR PHONE	47.77	0.00
631-54212-631	ENGINEERING/DESIGN	1,500.00	0.00
641-51261-641	WORKERS COMPENSATI...	602.65	0.00
641-52111-641	DEPARTMENT SUPPLIES	496.86	0.00
641-52117-641	SAMPLES	54.00	0.00
641-52311-641	MEMBERSHIPS	65.00	0.00
641-52411-641	POSTAGE	204.78	204.29
641-52511-641	GASOLINE	1,227.97	0.00
641-52521-641	OTHER FUEL	47.69	0.00
641-52611-641	CHEMICALS	1,755.25	0.00
641-53111-641	CONTRACTUAL SERVICES	4,793.41	0.00
641-53151-641	BANK FEES	1,847.50	0.00
641-53421-641	BUILDING MAINTENANCE	82.11	0.00
641-53451-641	VEHICLE MAINTENANCE	40.01	0.00
641-53511-641	ELECTRICITY	189.32	0.00
641-53531-641	ELECTRIC POWER	2,572.00	2,092.32
641-53561-641	TELEPHONE	102.66	0.00
641-53571-641	CELLULAR PHONE	84.34	0.00
641-53611-641	RENT-LAND	194.55	0.00
641-53631-641	RENT-MACHINES	36.31	0.00
641-53711-641	SCHOOL & CONFERENCE	0.01	0.00
661-52111-661	DEPARTMENT SUPPLIES	7.00	0.00
661-53111-661	CONTRACTUAL SERVICES	1,055.00	0.00
661-53561-661	TELEPHONE	34.77	0.00
661-53711-661	SCHOOL & CONFERENCE	75.00	0.00
713-21512	MEDICARE W/H EE PAYAB...	7,127.22	7,127.22
713-21513	FICA W/H EE PAYABLE	26,340.78	26,340.78
713-21514	FED W/H EE PAYABLE	25,421.07	25,421.07
713-21515	STATE W/H EE PAYABLE	17,970.58	17,970.58
713-21517	POL UNION DUES EE PAY	552.00	552.00
713-21518	FIRE UNION DUES EE PAY	195.00	195.00
713-21523	LIFE INS EE PAYABLE	69.35	69.35
713-21524	SMEC EE PAYABLE	194.50	194.50
713-21527	WAGE ATTACHMENT EE ...	663.62	663.62
713-21528	REGULAR RETIRE EE PAY	14,565.39	14,565.39
713-21529	DEFERRED COMP EE PAY	1,225.00	1,225.00
713-21531	RETIRE FIRE EE PAYABLE	6,943.86	6,943.86
713-21533	RETIRE POLICE EE PAY	9,944.63	9,944.63
713-21534	DIS INC INS EE PAYABLE	688.88	688.88
713-21539	CHILD SUPPORT EE PAY	1,573.18	1,573.18
713-21540	YMCA PAY EE	1,692.50	1,692.50
713-21541	HSA EE PAYABLE	13,769.24	13,769.24
713-21723	LIFE INS ER PAYABLE	760.32	760.32
713-21741	HSA ER PAYABLE	1,343.75	1,343.75
721-51261-721	WORKERS COMPENSATI...	-10.05	0.00
721-53561-721	TELEPHONE	34.14	0.00
725-52111-725	DEPARTMENT SUPPLIES	581.48	0.00
725-52531-725	OIL & ANTIFREEZE	349.30	0.00
725-53441-725	EQUIPMENT MAINTENAN...	6,234.80	0.00
725-53451-725	VEHICLE MAINTENANCE	5.01	0.00
725-53511-725	ELECTRICITY	163.55	0.00

Account Summary

Account Number	Account Name	Expense Amount	Payment Amount
811-53851-112	PAYMENT TO STATE	1,920.00	0.00
812-53862-112	CLAIMS EXPENSE	49,074.51	49,074.51
	Grand Total:	810,456.27	183,218.48

Project Account Summary

Project Account Key	Expense Amount	Payment Amount
None	772,688.04	183,218.48
2117753511	44.44	0.00
21852111142	365.69	0.00
40001-53111	36,186.33	0.00
6002052111	7.00	0.00
6002053111	1,055.00	0.00
6002053561	34.77	0.00
6002053711	75.00	0.00
	Grand Total:	183,218.48

UTILITY REFUNDS 4-17-17

Account #	Status	Contact	Service Address	Refund Amount
050-0997-01	Inactive	JACK CLOUGH	1924 11TH AVE SCOTTSBLUFF NE 69361	11.03
015-6213-04	Inactive	AMY STILLAHN	557 W 40TH ST SCOTTSBLUFF NE 69361	7.29
015-5593-05	Inactive	ELISHIA M MCBRIDE	4615 BLUE JAY CT SCOTTSBLUFF NE 69361	13.82
025-3830-03	Inactive	COLE B CONNOR	1609 AVE Z SCOTTSBLUFF NE 69361	19.28
Total				
4				\$51.42

City of Scottsbluff, Nebraska

Monday, April 17, 2017

Regular Meeting

Item Public Inp1

Council to consider the Liquor License Manager License naming Jay Gates as Manager of the Class I Liquor License for RMH Franchise Corporation dba Applebee's Neighborhood Grill & Bar, 2302 Frontage Rd., Scottsbluff, NE.

Staff Contact: Cindy Dickinson, City Clerk

RECEIVED

MAR 30 2017

MANAGER APPLICATION
INSERT - FORM 3c

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

Office Use

NEBRASKA LIQUOR
CONTROL COMMISSION

MUST BE:

- ✓ Citizen of the United States. Include copy of US birth certificate, naturalization paper or current US passport
- ✓ Nebraska resident. Include copy of voter registration card or print out document from Secretary of State website
- ✓ Fingerprinted. See form 147 for further information, read form carefully to avoid delays in processing, this form **MUST** be included with your application
- ✓ 21 years of age or older

Corporation/LLC Information

Name of Corporation/LLC: RMH Franchise Corporation

Premises Information

Liquor License Number: 101602 Class Type I (if new application leave blank)
Premises Trade Name/DBA: Applebee's Neighborhood Grill & Bar
Premises Street Address: 2302 Frontage Road Ste 10
City: Scottsbluff County: Scotts Bluff Zip Code: 69361
Premises Phone Number: (308) 635-7750
Premises Email address: swill@rmhfranchise.com

The individual whose name is listed as a corporate officer or managing member as reported on insert form 3a or 3b or listed with the Commission. To see authorized officers or members search your license information [here](#).


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

Form 103
REV AUG 2016
Page 2 of 6

Manager's information must be completed below PLEASE PRINT CLEARLY

Last Name: Gates First Name: Jay MI: _____

Home Address: 6220 Thompson Creek Blvd

City: Lincoln County: Lancaster Zip Code: 68516

Home Phone Number: _____

Driver's License Number & State: _____

Social Security Number: _____

Date Of Birth: 1/29/1974 Place Of Birth: Omaha

Email address: jgates@rmhfranchise.com

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NEBRASKA LIQUOR
CONTROL COMMISSION

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

☒ YES

☐ NO

Spouse's information

Spouses Last Name: Gates First Name: Kindra MI: D

Social Security Number: _____

Driver's License Number & State: _____

Date Of Birth: 06/08/1978 Place Of Birth: Lincoln

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

CITY & STATE	YEAR FROM	YEAR TO	CITY & STATE	YEAR FROM	YEAR TO
Lincoln, NE	2014	2017			
Urbandale, IA	2007	2014			

MANAGER'S LAST TWO EMPLOYERS

YEAR FROM TO		NAME OF EMPLOYER	NAME OF SUPERVISOR	TELEPHONE NUMBER
2002	2013	Sedgwick CMS	Brian Shald	402.963.2013
2014	2017	RMH Franchise Holdings	Mark Seymour	678.403.0054

1. READ CAREFULLY. ANSWER COMPLETELY AND ACCURATELY.

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

Has anyone who is a party to this application, or their spouse, EVER been convicted of or plead guilty to any charge. Charge means any charge alleging a felony, misdemeanor, violation of a federal or state law; a violation of a local law, ordinance or resolution. List the nature of the charge, where the charge occurred and the year and month of the conviction or plea, include traffic violations. Also list any charges pending at the time of this application. If more than one party, please list charges by each individual's name. Commission must be notified of any arrests and/or convictions that may occur after the date of signing this application.

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☒ YES ☐ NO

NEBRASKA LIQUOR CONTROL COMMISSION

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

Name of Applicant	Date of Conviction (mm/yyyy)	Where Convicted (City & State)	Description of Charge	Disposition
Jay Gates	1.14.1999	Lincoln, NE	Disturbing the peace	\$350.00 fine
Jay Gates	7.30.1997	Lincoln, NE	assault	\$200.00 fine
Jay Gates	8.27.1996	Lincoln, NE	Disturbing the peace	\$150.00 fine
Jay Gates	11.3.1995	Lincoln, NE	Disturbing the peace	\$100.00 fine
Jay Gates	8.24.1995	Lincoln, NE	trespassing	\$25.00

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

☐ YES ☒ NO

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

3. Do you, as a manager, qualify under Nebraska Liquor Control Act (§53-131.01) and do you intend to supervise, in person, the management of the business?

☒ YES ☐ NO

SPUSAL AFFIDAVIT OF
NON PARTICIPATION INSERT

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

☒ I acknowledge that I am the spouse of a liquor license holder. My signature below confirms that I will not have any interest, directly or indirectly in the operation of the business (§53-125(13)) of the Liquor Control Act. I will not tend bar, make sales, serve patrons, stock shelves, write checks, sign invoices, represent myself as the owner or in any way participate in the day to day operations of this business in any capacity. The penalty guideline for violation of this affidavit is cancellation of the liquor license.

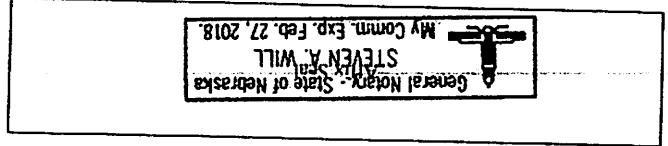
☒ I acknowledge that I am the applicant of the non-participating spouse of the individual signing below. I understand that my spouse and I are responsible for compliance with the conditions set out above. If it is determined that my spouse has violated (§53-125(13)) the commission may cancel or revoke the liquor license.

Signature of NON-PARTICIPATING SPOUSE
Kindra Dawn Gates
Print Name

Signature of APPLICANT
Jay Gates
Print Name

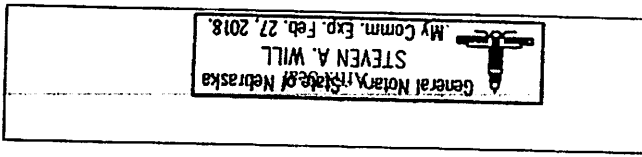
State of Nebraska, County of Lancaster
The foregoing instrument was acknowledged before me
this March 27, 2017
by Kindra Gates
Name of person acknowledged
(Individual signing document)

Notary Public Signature
Sec 034



State of Nebraska, County of Lancaster
The foregoing instrument was acknowledged before me
this March 27, 2017
by Jay Gates
Name of person acknowledged
(Individual signing document)

Notary Public Signature
Sec 034



In compliance with the ADA, this spousal affidavit of non participation is available in other formats for persons with disabilities. A ten day advance period is requested in writing to produce the alternate format.

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MAR 30 2017
FORM 14016
REV NOV 2016

NEBRASKA LIQUOR
CONTROL COMMISSION

4.

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

*NLCC Training Certificate Issued: _____

Name on Certificate: _____

Jay Gates

Applicant Name	Date (mm/yyyy)	Name of program (attach copy of course completion certificate)
Jay Gates	03/2017	Nebraska FBST/RBST

*For list of NLCC Certified Training Programs see training

Experience:

Applicant Name / Job Title	Date of Employment:	Name & Location of Business:
Jay Gates/Director of Risk Management	3/24/2014	RMH Franchise Holdings, Inc., Lincoln, NE
Jay Gates / Claims Manager	9/2/2002	Sedgwick CMS, Omaha, NE
Jay Gates / EEOC Investigator	8/1998	EEOC, Lincoln, NE

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MAR 30 2017

5. Have you enclosed form 147 regarding fingerprints?

☒ YES

☐ NO

NEBRASKA LIQUOR CONTROL COMMISSION

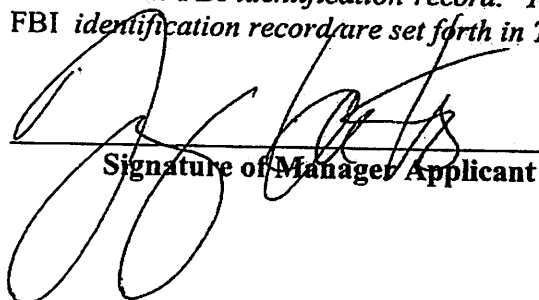
PERSONAL OATH AND CONSENT OF INVESTIGATION

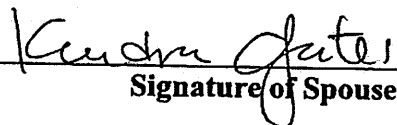
The above individual(s), being first duly sworn upon oath, deposes and states that the undersigned is the applicant and/or spouse of applicant who makes the above and foregoing application that said application has been read and that the contents thereof and all statements contained therein are true. If any false statement is made in any part of this application, the applicant(s) shall be deemed guilty of perjury and subject to penalties provided by law. (Sec §53-131.01) Nebraska Liquor Control Act.

The undersigned applicant hereby consents to an investigation of his/her background including all records of every kind and description including police records, tax records (State and Federal), and bank or lending institution records, and said applicant and spouse waive any rights or causes of action that said applicant or spouse may have against the Nebraska Liquor Control Commission and any other individual disclosing or releasing said information to the Nebraska Liquor Control Commission. If spouse has NO interest directly or indirectly, a spousal affidavit of non-participation may be attached.

The undersigned understand and acknowledge that any license issued, based on the information submitted in this application, is subject to cancellation if the information contained herein is incomplete, inaccurate, or fraudulent.

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


Signature of Manager Applicant


Signature of Spouse

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MAR 30 2017

ACKNOWLEDGEMENT

State of Nebraska
County of Lancaster

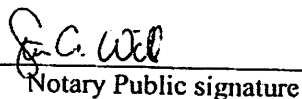
NEBRASKA LIQUOR
CONTROL COMMISSION

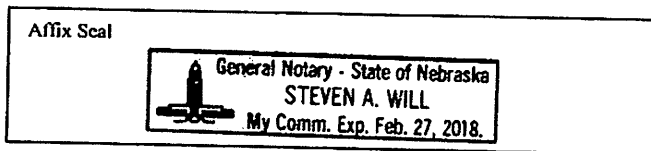
The foregoing instrument was acknowledged before me this

27th Day of March, 2017
date

by Jay Gates

NAME OF PERSON BEING ACKNOWLEDGED


Notary Public signature



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



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MAR 30 2017

NEBRASKA LIQUOR
CONTROL COMMISSION

JAY GATES

has earned a

Certificate of Achievement

- for those who serve or sell alcohol in Nebraska

RB-0077817

Expires: 03-29-2020 Amount Paid: \$

Responsible Beverage Service Training
N E B R A S K A



Memo

To: Nathan Johnson, City Manager
From: Kevin E Spencer, Chief of Police
CC: liquor file
Date: April 12, 2017
Re: Manager application- Jay Gates – RMH Franchise Corporation LLC: dba - Applebee's
Neighborhood Bar & Grill, License C-101602, 2302 Frontage Rd Ste 10 Scottsbluff, NE 69361

This applicant, Jay Gates, was investigated for suitability as a license holder. Jay Gates disclosed the following criminal convictions: Disturbing the Peace January 1999, Assault July 1997, disturbing the Peace August 1996, disturbing the Peace November 1995, and trespassing August 1995.

During my background investigation I found the following that was not disclosed by Jay Gates: Aurora Police Department Larceny April 1992; Lancaster County Flee in a Motor Vehicle to Avoid Arrest October 1993, Fireworks Possess/Sell/Discharge January 1994, Fail to Appear January 1994, and Fail To Appear May 1997. I also discovered the following traffic offenses that Gates did not disclose as required: Careless Driving December 1991, No Operator's License September 1995, Negligent Driving October 1995, Speeding October 1995, Disobey Traffic Control Device December 1995, Speeding School Zone August 1996, Speeding May 1997, Speeding March 1998, Negligent Driving November 1998, Speeding September 2000, Speeding March 2001, No Valid Registration April 2004, and Speeding in 2012, 2013 and 2016.

On Wednesday April 12th, 2017 at approximately 1630 hours I called Jay Gates to discuss this application. I initially asked Jay about Applebee's processes to keep alcohol out of the hands of minors. Jay told me that Applebee's has an excellent track record and reputation in regards to alcohol compliance. Jay explained that all of their employees have to complete Responsible Beverage Server Training annually adding that it is import to the business. I asked Jay how he would provide superintendence to our local Applebee's. Jay told me that he would do whatever was required; he told me if we required on site visits he would do that. Jay further explained that they have regional phone calls with management and that they have an internal communication called "One Voice." Jay added that they have very capable local managers that take alcohol service very seriously.

I next asked Jay about the history that he did not disclose. Jay told me that he thought he only had to go back 10 years and thought that he complied with what was required. Jay told me that most of his history was very old and happened when he attended college. Jay told me he did not realize that he had to report all of his traffic offenses agreeing that there were many.

Considering Jay's criminal history is many years old, there is not any one offense that would prevent him from holding a manager's position on a liquor license and the fact that he seems to take this serious I'm confident Jay would be a good manager.

Respectfully,

Kevin E Spencer
Chief of Police
City of Scottsbluff

City of Scottsbluff, Nebraska

Monday, April 17, 2017

Regular Meeting

Item Public Inp2

Council to consider a Business Promotional Event Permit for the Downtown Scottsbluff Association, sponsors of the “Farmers Market” at the 18th Street Mini-Park on Saturday mornings, 6/3/17 – 9/30/17; 7:00 a.m. to 12:00 p.m.

Staff Contact: Cindy Dickinson, City Clerk

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

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

1. DOWNTOWN SCOTTSBLUFF ASSOCIATION
(name of sponsoring organization)

1926 Broadway, Scottsbluff, NE 308-635-8609
(street) (city) (state) (telephone number)

Jeri Goodman 308-635-8609
(chairperson responsible for event) (day telephone number)

2. _____
(name of co-sponsoring organization)

(street) (city) (state) (telephone number)

(contact person) (day telephone number)

3. Event Information

FARMER'S MARKET
(name of event)

6/3/17 thru 09/30/17 7 AM – 12 NOON – EVERY SATURDAY
(date(s) of event) (time(s) of event)

MINI PARK ON 18TH STREET AND BROADWAY
(location of event)

4. Activity Information

Describe general activities including whether there will be any vendors, music, loudspeakers. Serving or selling of alcoholic beverages*, etc.)

FOOD VENDORS, CRAFTERS, FARMERS, BAKERS, GARDNERS, ETC. TO SELL THEIR
GOODS. TABLES AND CHAIRS ON SIDEWALKS.

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

5. Street Closure

18TH STREET BETWEEN BROADWAY AND 1ST STREET & ALLEY. NO CLOSURE NEEDED
WITH CHANGES TO MINI PARK AREA.

Please note any streets to be closed and the times required for closure

6. Flags/Banners/Signs

CANVAS BANNER & SIGN BANNERS

City of Scottsbluff, Nebraska

Monday, April 17, 2017

Regular Meeting

Item Reports1

Council to receive a status report on the progress of the East Overland Corridor Development.

Staff Contact: Annie Folck, City Planner

Agenda Statement

Item No.

For meeting of: April 17, 2017

AGENDA TITLE: East Overland Revitalization Update

SUBMITTED BY DEPARTMENT/ORGANIZATION: Development Services Department

PRESENTATION BY:

SUMMARY EXPLANATION: The City of Scottsbluff has received a \$30,000 planning grant for the southeast neighborhood of Scottsbluff. Once the plan is completed, the City can apply for up to \$700,000 of implementation funds for qualifying activities identified in the plan. StudioInsite has been contracted to develop a Revitalization Plan that would identify activities that would qualify for the implementation grant. They did their first round of public meetings on March 20 and 21 and are back again for another round of public input. Another Open House will be held at Roosevelt Elementary on April 18th from 5:30-7:00.

BOARD/COMMISSION RECOMMENDATION:

STAFF RECOMMENDATION:

EXHIBITS

Resolution ☐ Ordinance ☐ Contract ☐ Minutes Plan/Map

Other (specify) ☐ _____

NOTIFICATION LIST: Yes ☐ No ☐ Further Instructions ☐

APPROVAL FOR SUBMITTAL: _____
City Manager

East Overland Corridor Revitalization Plan

Charrette #1 March 20-22, 2017 / City Council Summary



studioINSITE



East Overland Corridor Revitalization Plan

Charrette #1 March 20-22, 2017 / City Council Summary



Stakeholder Meetings and Team Worksession



East Overland Corridor Revitalization Plan

Charrette #1 March 20-22, 2017 / City Council Summary



Public Open House at Roosevelt Elementary School



East Overland Corridor Revitalization Plan

Charrette #1 March 20-22, 2017 / City Council Summary

East Overland Corridor Revitalization Plan Key Stakeholder Ideas

- Community Connections
 - "Welcome" to East Overland
 - Connect Broadway to Downtown
 - Re-introduce to Scottsbluff community
- Pedestrian Safety Improvements
 - Roosevelt Elementary crossing
 - Pedestrian and bicyclist safety
- Small Business Opportunities
 - Support local businesses
 - Encourage additional small business
- History and Culture of the East Overland
 - Multi-generation families and businesses
 - Sugar beet industry
 - Latino, Lakota, and German Russians

East Overland Corridor Revitalization Plan

This is what we've heard from you -

Community Assets -
 Veterans Park
 Neighbor Park
 Rincon Latino
 La Bamba
 Roosevelt School
 Platte Valley Creamery
 Community oriented businesses
 Good visibility for businesses
 Truck route access
 Veterans' Day Parade
 Annual Dinner
 Welcoming community
 Easy access from highway
 Diverse businesses and cultures
 Walking distance to local businesses

*Lakota culture
community*

East Overland Corridor Revitalization Plan

This is what we've heard from you -

Community Needs -
 Fresh produce/grocery options
 Outdoor activity space
 Consistent property maintenance
 Investment and interest from greater Scottsbluff
 Business loans/grants for building renovations
 Parking for businesses
 Additional street lights
 Improved connection to Broadway
 Code enforcement
 Additional businesses and tenants
 Slower traffic to improve safety
 Additional support from the city
 Improved stormwater management and drainage
 Public art features and opportunities
 Improved/maintained business signage
 Additional trees

East Overland Corridor Revitalization Plan

This is what we've heard from you -

Suggested Businesses/Destinations -
 Outdoor activity center for parades
 Small business resource center
 Satellite technology/education center
 Fresh produce market
 CAPWN Clinic
 Family-oriented destinations and activities

East Overland Corridor Revitalization Plan What do you think?

Options close to my house.
More info
Latino
4 lanes
Trapping
Looks good, would definitely be good to have food or something to Broadway again
Free club

East Overland Corridor Revitalization Plan What do you think?

Ingles?
Solamente?
This area was built on the Steeped backs of hard working people. Thanks

East Overland Corridor Revitalization Plan What do you think?

Sounds good - KEEP IT UP!
additional support from city as what they do for Broadway & be nice to have some street art or murals

East Overland Corridor Revitalization Plan What do you think?

More habitat for mammals
Capwn Clinic good for those without transportation

What We Heard from Stakeholder Interviews



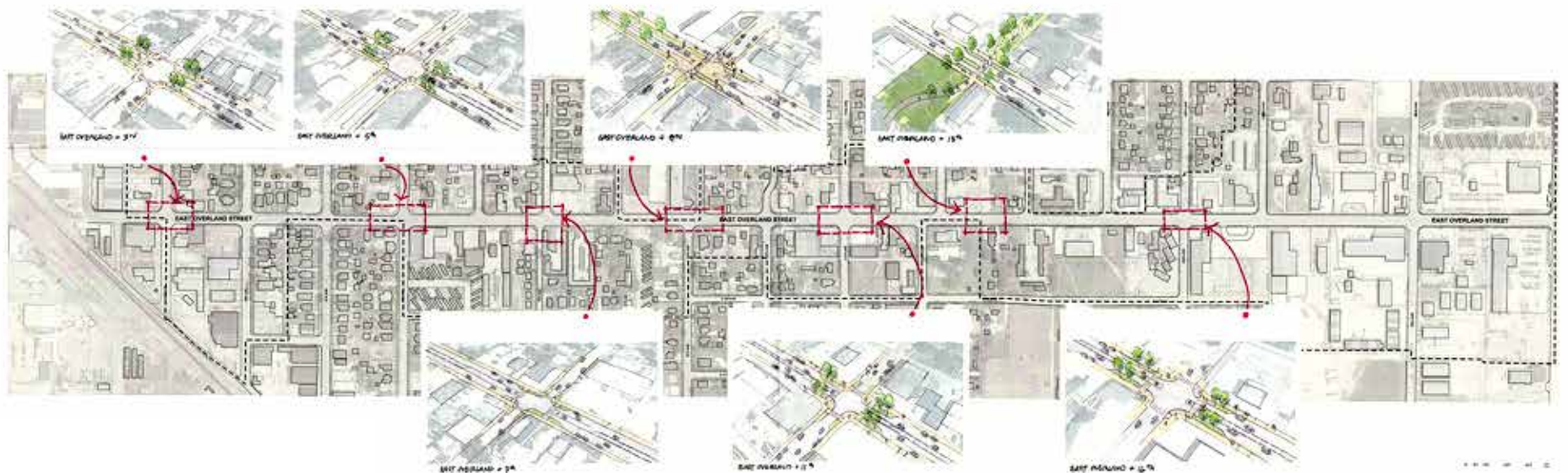
East Overland Corridor Revitalization Plan

Charrette #1 March 20-22, 2017 / City Council Summary



CHARACTER DISTRICTS

East Overland Corridor Character Districts Diagram

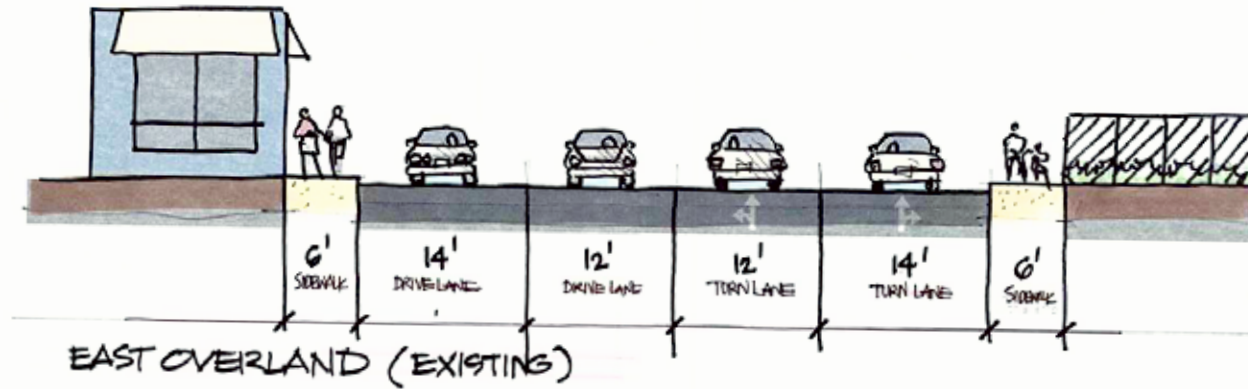


East Overland Corridor Key Intersection Diagrams

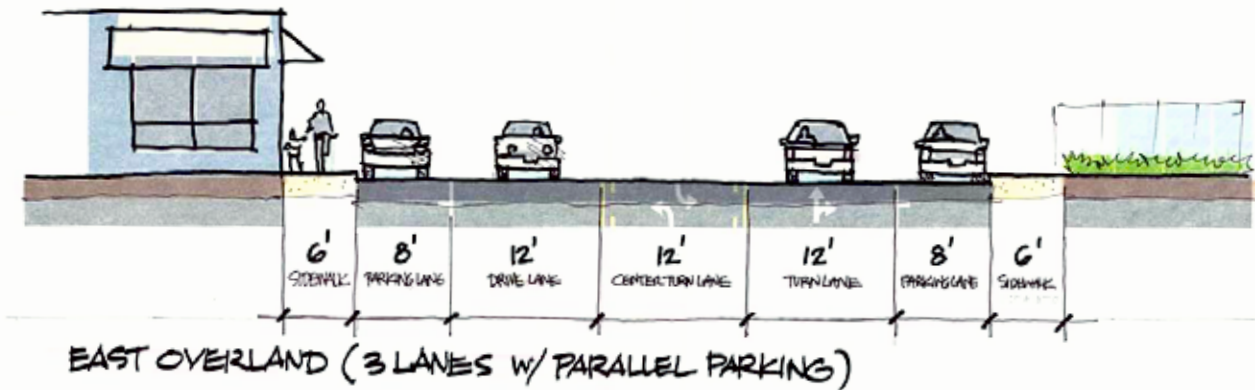


East Overland Corridor Revitalization Plan

Charrette #1 March 20-22, 2017 / City Council Summary



Will some
drives be upset
with long-term
reduced?



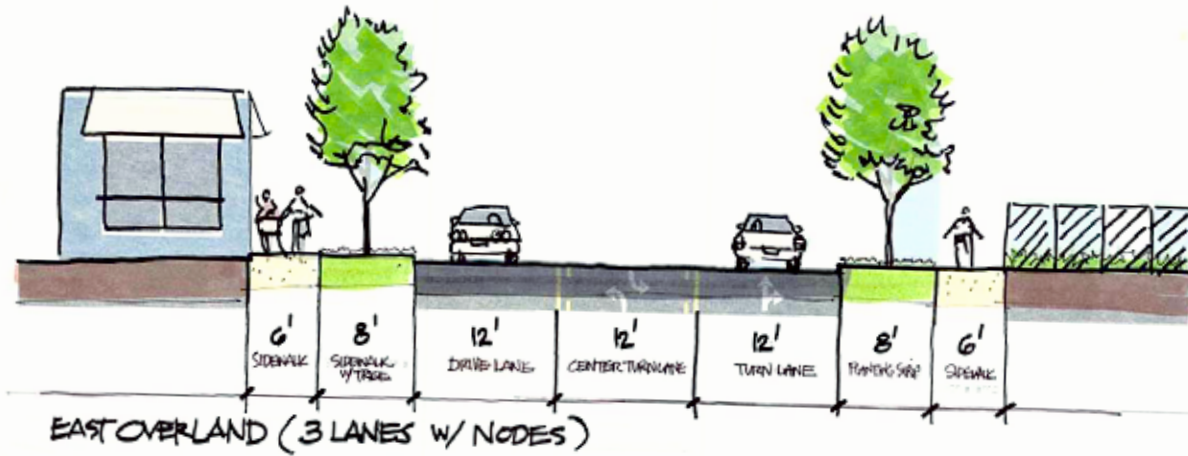
Existing 4 Lane Road Section and Proposed 3 Lane Road Section with Parallel Parking



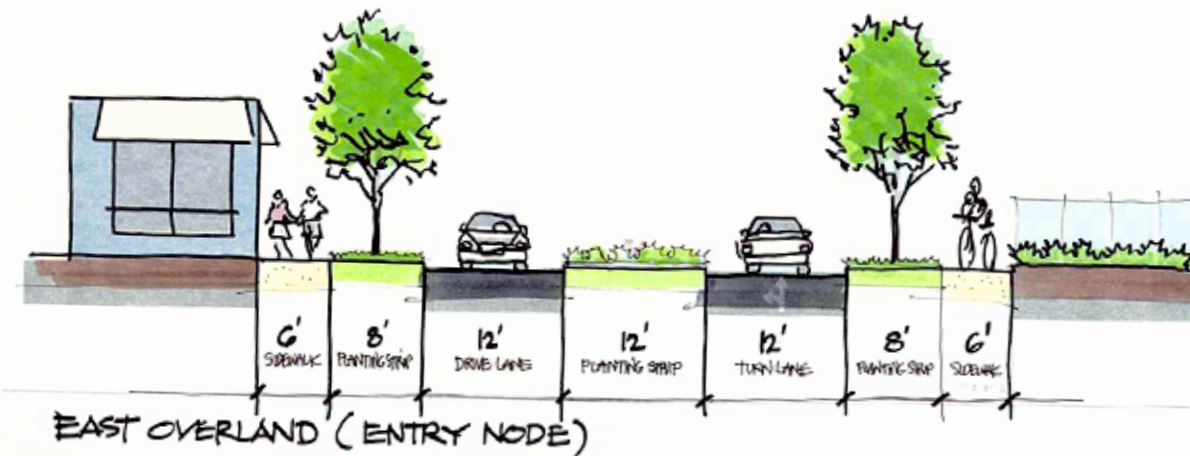
East Overland Corridor Revitalization Plan

Charrette #1 March 20-22, 2017 / City Council Summary

Artistic drawing
Metal Art
Bike racks
Water fountain
Drinking



see bicycle
on east overland
in busy central
town of city -
would there be a trail
bicycle path to
be used -



Proposed Road Sections with Landscaped Nodes



East Overland Corridor Revitalization Plan

Charrette #1 March 20-22, 2017 / City Council Summary



The vision for the East Overland Corridor is to create a vibrant, walkable, and bikeable community. This vision is supported by the Scottsbluff Community Plan.

BEFORE AND AFTER SKETCHES

Just an impression of what the street could be.

Just an impression of what the street could be.

Bike path

"Before and After" Sketches of Various Building Improvements and Streetscape Improvements



East Overland Corridor Revitalization Plan

Charrette #1 March 20-22, 2017 / City Council Summary



Proposed West End Realignment of East Overland at 14th and Broadway (Alternative #1)



East Overland Corridor Revitalization Plan

Charrette #1 March 20-22, 2017 / City Council Summary

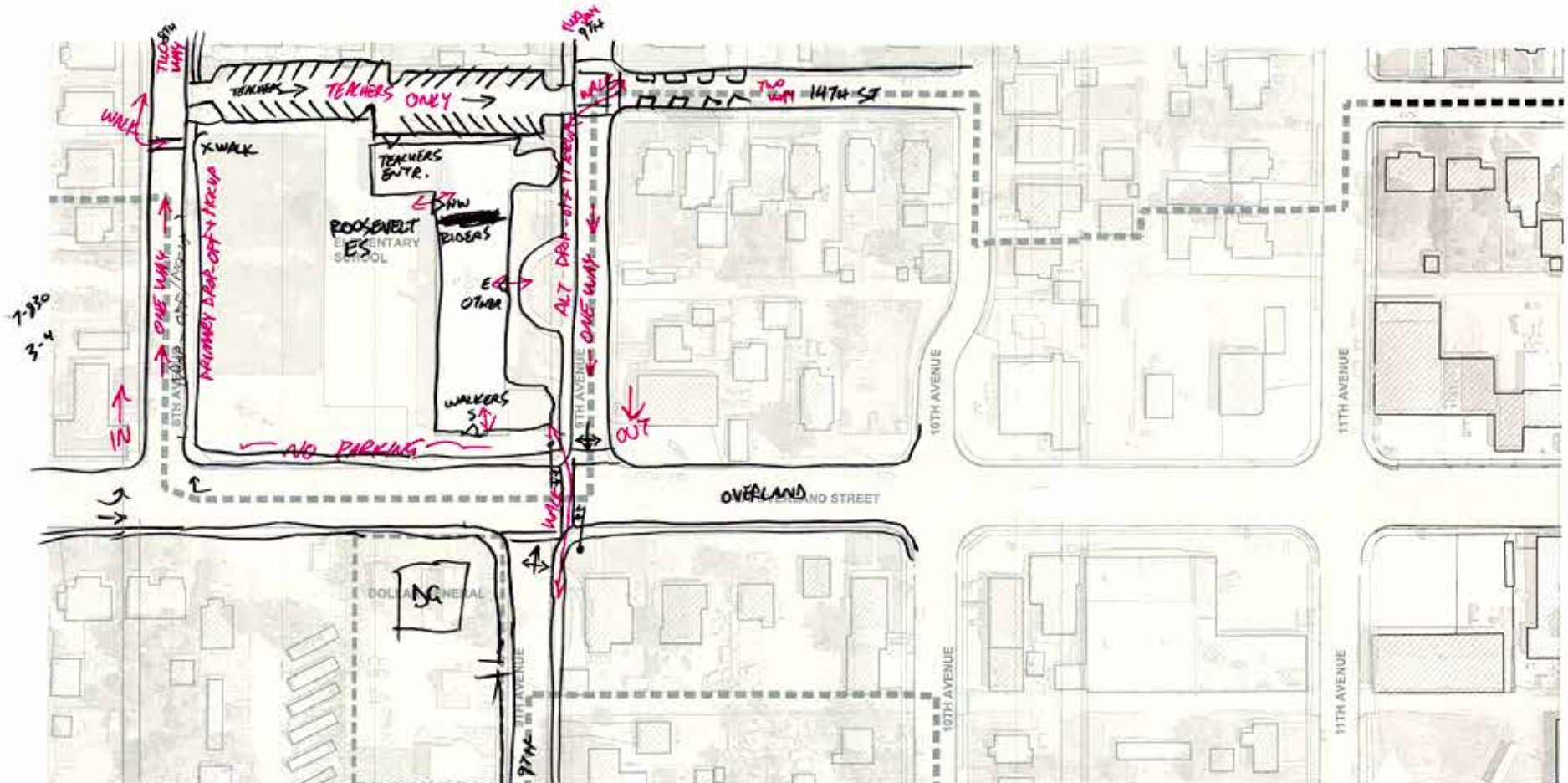


Proposed West End Realignment of East Overland at 14th and Broadway (Alternative #2)



East Overland Corridor Revitalization Plan

Charrette #1 March 20-22, 2017 / City Council Summary

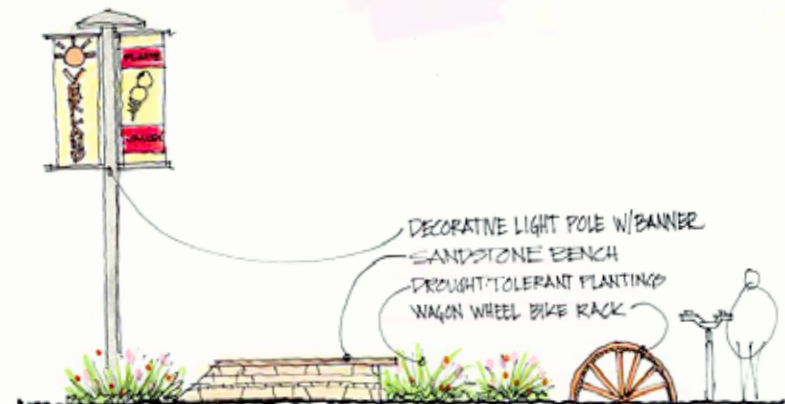
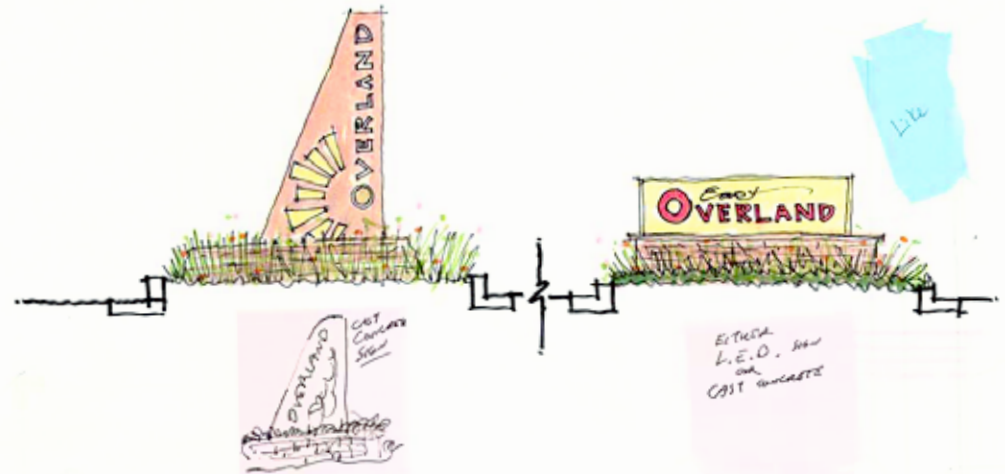
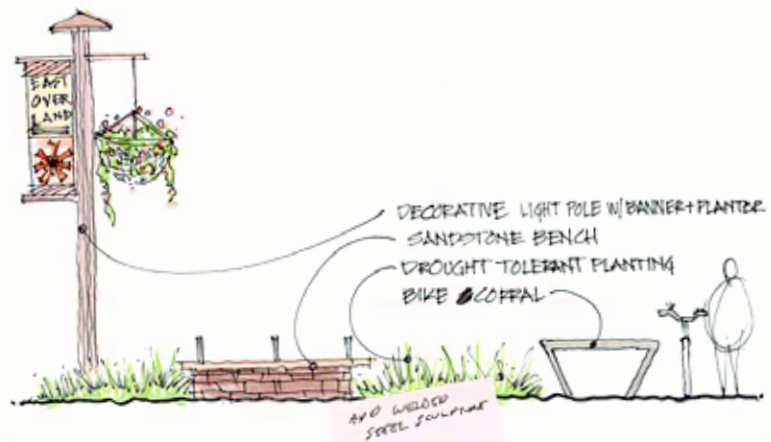


Proposed Auto Circulation Patterns for Roosevelt Elementary School



East Overland Corridor Revitalization Plan

Charrette #1 March 20-22, 2017 / City Council Summary



Proposed Streetscape Signage and Landscape Elements



East Overland Corridor Revitalization Plan

Charrette #1 March 20-22, 2017 / City Council Summary



Precedent Images from Other Streetscape and Placemaking Projects



City of Scottsbluff, Nebraska

Monday, April 17, 2017

Regular Meeting

Item Reports2

Council to consider the lease agreement with Venango Solar, LLC for the purpose of installing and maintaining solar panels for generation of electrical energy and authorize the Mayor to execute the agreement.

Staff Contact: Nathan Johnson, City Manager

LEASE AGREEMENT

This Lease Agreement ("Lease") is made and entered into this ____ day of April, 2017, by and between City of Scottsbluff, Nebraska, a Nebraska municipal corporation ("Owner"), and Venango Solar, LLC, a Nebraska limited liability company ("Tenant").

RECITALS

Owner owns the following described real estate:

A Tract of land being that portion of Block One, Second Power Station Addition to the City of Scottsbluff, Scotts Bluff County, Nebraska, described as: Commencing at the Northwest corner of Block One, Second Power Station addition, thence bearing S01°48'53"W, an assumed bearing on the West line of said Block One, a distance of 630.91 feet, to the point of intersection with the North line of an excepted right of way tract as described in Deed Book 144, Page 524, thence bearing S86°57'49"E, on the North line of said tract, a distance of 55.47 feet to the Northeast corner of said tract, thence bearing S02°10'11"W, on the East line of said tract, a distance of 7.88 feet, to the point of intersection with the South line of Block One, Second Power Station Addition, thence bearing S87°53'49"E, on said South line, a distance of 48.42 feet, to the point of beginning, thence bearing N02°29'44"E, a distance of 213.57 feet, thence bearing S48°04'20"E, a distance of 91.38 feet, thence bearing N41°03'22"E, a distance of 10.80 feet, thence bearing S48°30'48"E, a distance of 209.88 feet, thence bearing S02°37'28"W, a distance of 30.27 feet, to the point of intersection with the South line of Block One, Second Power Station Addition, thence on said South line, bearing N87°53'49"W, a distance of 240.38 feet, to the point of beginning, said tract containing an area of 0.68 acres, more or less; ("premises").

The Owner has made the premises available for a community solar project that will sell power to the Nebraska Public Power District pursuant to a Power Purchase Agreement.

Tenant has installed solar panels on the premises for generation of electrical energy to sell to the Nebraska Public Power District and sell to the Owner's citizens.

AGREEMENT

In consideration of the mutual covenants contained herein, the parties agree as follows:

1. Premises. Owner leases to Tenant the premises identified above for the installation of solar panels on the following terms and conditions.
2. Term of Lease. This Lease shall be for a term of twenty (20) years. Thereafter, this Lease shall continue in effect on a year to year term for as long as Tenant has functional solar

panels on the premises and also maintains a current and active Power Purchase Agreement with the Nebraska Public Power District or is otherwise terminated as set forth in paragraph 13 of this Lease.

3. Rent. Rent shall be one dollar per year receipt of which is acknowledged by Owner.

4. Use of Premises. The premises shall be used for the purpose of installing solar panels which will be connected to the Owner's utility grid. Tenant shall restrict its use to such purposes, and shall not use or permit the use of the premises for any other purpose without the prior written consent of Owner.

5. Waste, Nuisance, or Unlawful Activity. Tenant shall not allow any waste or nuisance on the premises, or use or allow the premises to be used for any unlawful purpose.

6. Assignment and Sublease. Tenant will not assign or sublet the premises or any portion of the premises without the prior written consent of the Owner but such permission will not be unreasonably withheld.

7. Taxes. Tenant shall pay or cause to be paid promptly when due all taxes levied against personal property placed by Tenant on or about the premises. Owner shall pay all real estate taxes and assessments of every nature, kind and description levied and assessed against the premises.

8. Repairs and Maintenance. Tenant shall maintain its personal property on the premises and keep them in good repair at its sole expense.

9. Damage to Premises. Tenant is fully responsible for all damage to its personal property located on the premises.

10. Nonliability of Owner for Damages. Owner shall not be liable for any liability or damage claims for injury to persons or property from any cause relating to the occupancy of the premises by Tenant. Tenant shall indemnify and hold Owner harmless from all liability, loss, or other damage claims or obligations resulting from any injuries or losses of any nature.

11. Insurance. Tenant agrees to procure and maintain continuously during the any term of this Lease, insurance on the personal property that Tenant places on the property which will include liability insurance protection naming the Owner as a co-insured. Certificates of insurance showing Tenant has the required insurance shall be provided to the Owner upon Owner's request. The certificates will provide not less than ten (10) days prior written notice of cancellation or material change of terms of the policy. All such certificates shall name the Owner as an additional insured. Owner will maintain its own insurance coverage for the premises, only.

12. Waiver of Claims and Indemnity. All personal property on the premises shall be at risk of the Tenant, and Owner shall not be liable for any damages to said personal property, to Tenant or to any other person caused by water, wind or any other peril or by any negligence or act of other occupants or any other person or caused in any manner whatsoever except caused by Owner's negligence or breach of this Lease.

13. Termination. This Lease may be terminated by the Owner in the event the Tenant:

- a. Acts with gross negligence or willful misconduct in connection with the performance of its responsibilities;
- b. Defaults in the performance of any of the duties set forth in this Lease;
- c. Acts against the best interests of the Owner in any material respect; and

Termination of this Lease will automatically occur following a thirty (30) day written notice sent by the Owner to Tenant. At the time of termination Tenant agrees to peacefully surrender the premises and to remove its personal property from the premises.

14. Miscellaneous Provisions.

- a. Owner may go onto the premises at reasonable times without hindrance to make any repairs necessary for the proper preservation of the premises or to go on said premises for any lawful purpose.
- b. This Lease will become null and void if the Tenant has not completed the required solar installation and entered into a Purchase Power Agreement with Nebraska Public Power District before the end of 2017.
- c. It is agreed by the parties that Tenant owns individual solar panels on the premises. Those panels are part of an array that will be connected to the electrical grid for the Owner. Upon termination of the Lease, Tenant shall be responsible for the removal of all equipment and fixtures located on the premises and surrender the premises in the same or similar condition as it was in prior to this Lease, subject to reasonable use and natural deterioration. Tenant shall not have the right to interrupt the operation of the solar array in the process.
- d. All agreements, covenants and obligations contained in this Lease shall be binding upon the heirs, personal representatives, successors, and assigns of the parties.

This Lease contains the entire agreement between the parties and may be amended only by subsequent written agreement.

IN WITNESS WHEREOF, the parties have executed this document the day and year first written above.

City of Scottsbluff - Owner

Venango Solar, LLC - Tenant

BY _____
Randy Meininger, Mayor

BY _____
Clifford F. Mesner, Managing Member

Attest: _____

STATE OF NEBRASKA :
: ss.
COUNTY OF SCOTTS BLUFF :

The foregoing instrument was acknowledged before me on April ____, 2017, by Randy Meininger, Mayor of City of Scottsbluff as Owner.

Notary Public

STATE OF NEBRASKA :
: ss.
COUNTY OF MERRICK :

The foregoing instrument was acknowledged before me on _____, 2017, by Clifford F. Mesner, Managing Member of Venango Solar, LLC, as Tenant.

Notary Public

City of Scottsbluff, Nebraska

Monday, April 17, 2017

Regular Meeting

Item Reports3

Council discussion and instructions to staff regarding additional solar energy development.

Staff Contact: Nathan Johnson, City Manager

City of Scottsbluff, Nebraska

Monday, April 17, 2017

Regular Meeting

Item Reports4

Council to consider approval of the sand volleyball coordinator agreement and authorize the Mayor to execute the agreement.

Staff Contact: Triniti Burgner, Recreation Supervisor

Agenda Statement

Item No.

For meeting of: April 17th, 2017

AGENDA TITLE: Council to approve contract for sand volleyball coordinator.

SUBMITTED BY DEPARTMENT/ORGANIZATION: Parks and Recreation

PRESENTATION BY: City Manager Nathan Johnson

SUMMARY EXPLANATION: The Parks and Recreation Department is requesting approval of a sand volleyball coordinator for the 2017 summer season.
Supplemental Agreement attached.

EXHIBITS

Resolution x

Ordinance ☐

Contract ☐

Minutes ☐

Plan/Map ☐

Other (specify) _____

NOTIFICATION LIST: Yes ☐ No ☐ Further Instructions ☐

APPROVAL FOR SUBMITTAL: _____
City Manager

Rev 3/1/99CClerk

AGREEMENT

This Agreement entered into by and between JO MIKESELL, hereinafter referred to as “MIKESELL” and the CITY OF SCOTTSBLUFF, NEBRASKA, hereinafter referred to as “CITY.”

MIKESELL agrees to act as the program coordinator for the CITY’s summer sand volleyball program for the period June 26, 2017 through August 1, 2017.

The parties agree that the CITY will provide a sand volleyball area (“volleyball area”) and equipment. The parties further agree that this AGREEMENT shall be renewable, annually, for each successive volleyball season, until either party terminates this AGREEMENT upon thirty (30) days= written notice.

MIKESELL’S responsibilities as the program coordinator are as follows:

1. Coordinate with the CITY’s Recreation Supervisor in the advertising and promotion of the CITY’s summer sand volleyball program;
2. Prepare and disseminate rules and regulations;
3. Assist with meetings, registration, and rosters;
4. Develop a schedule for all teams in the summer sand volleyball program. Volleyball games will be played one night a week, with three (3) games a night at 6:00, 7:00 and 8:00;
5. Notify and post postponed games and other schedule changes so as to maintain continuity and harmony within the game schedules and to enable each team to have the same number of games;
6. Maintain and provide the CITY with records, standings and expenditures, including but not limited to equipment needs and program expenses;
7. Communicate with the CITY’s Recreation Supervisor, or their designee, regarding past, current or future recommended program changes;
8. Be at the volleyball area or have a designee at the volleyball area to address issues and concerns, act as game official, schedule changes, prepare and post information, interpret rules and regulations, and resolve disputes;
9. Establish, develop and maintain uniformity and parity in the level of play, regarding the various provisions of play;

10. Insure that all equipment is properly secured and all electrical equipment turned off after the conclusion of the final game;
11. Notify the CITY's Recreation Supervisor of any program or equipment needs;
12. Address other program needs or issues that the CITY may deem necessary, including maintenance, upkeep and concessions, if any.

All fees paid to the CITY for the summer sand volleyball program will be collected at Scottsbluff City Hall, 2525 Circle Drive, between the hours of 7:00 a.m. and 4:00 p.m., Monday through Friday. MIKESELL will not accept any payments unless specifically directed to do so by the City's Recreation Supervisor.

The CITY is responsible for volleyball area preparations.

MIKESELL will act as an independent contractor and not as an employee of the CITY. MIKESELL'S compensation will be as set forth in this AGREEMENT and will not include any benefits of any type which are payable to CITY employees. The CITY shall have no right to control the manner in which MIKESELL accomplishes her responsibilities. MIKESELL may employ assistants to assist in carrying out her responsibilities. Other than the volleyball area and equipment, all other things reasonably necessary for MIKESELL to carry out her responsibilities under this AGREEMENT will be provided by MIKESELL.

During the term of this AGREEMENT, MIKESELL will maintain public liability insurance in an amount of not less than \$1,000,000.00. Such insurance policy will show the CITY as an additional insured. A certificate in a form acceptable to the CITY will be furnished to the CITY before MIKESELL begins the performance of her responsibilities.

CITY's responsibilities are as follows:

1. CITY reserves the right to access financial and schedule records to insure actual games and payment information.
2. For her services, MIKESELL will be paid the sum of \$800.00 in two equal installments. Such payments will be made after the following dates:

\$400.00 – June 26, 2017
\$400.00 – August 1, 2017

[SIGNATURE PAGE WILL FOLLOW]

IN WITNESS WHEREOF the parties have hereunto set their hands and seal this ____ day of _____, 2017.

CITY OF SCOTTSBLUFF, NEBRASKA,

JO MIKESELL

By _____
Mayor

ATTEST:

City Clerk

City of Scottsbluff, Nebraska

Monday, April 17, 2017

Regular Meeting

Item Reports5

Council to consider approval of the Lacy Park concessions contract and authorize the Mayor to execute the contract.

Staff Contact: Triniti Burgner, Recreation Supervisor

Agenda Statement

Item No.

For meeting of: April 17th, 2017

AGENDA TITLE: Council to consider approval of the Lacy Park concessions contract.

SUBMITTED BY DEPARTMENT/ORGANIZATION: Parks and Recreation

PRESENTATION BY: City Manager Nathan Johnson

SUMMARY EXPLANATION: The contract will allow the named individual to rent the concession stand at Lacy Park for the summer season and provide concessions for summer league softball.

BOARD/COMMISSION RECOMMENDATION: N/A

Staff Recommendation: Parks and Recreation staff recommends the approval of the contract.

EXHIBITS

Resolution x

Ordinance ☐

Contract ☐

Minutes ☐

Plan/Map ☐

Other (specify) _____

NOTIFICATION LIST: Yes ☐ No ☐ Further Instructions ☐

APPROVAL FOR SUBMITTAL: _____
City Manager

Rev 3/1/99CClerk

AGREEMENT

THIS AGREEMENT is made between the City of Scottsbluff, Nebraska, a Municipal Corporation (hereinafter called "CITY") and Lydia Hernandez (hereinafter called "Hernandez").

1. The CITY grants to Hernandez the privilege of operating a concession stand at Lacy Park for the period May 3, 2017 through approximately August 17, 2017, depending upon the schedule of final tournament. Hernandez may use all equipment belonging to the CITY located within the concession stand. For this privilege, Hernandez will pay to the CITY the sum of \$100.00 per month for the months of May 2017, June 2017, and July 2017. In addition, Hernandez will pay to the CITY the sum of \$50.00 for the month of August 2017, for a sum total of \$350.00. Such payments will be made at City Hall on or before the fifth day of each month.

2. Hernandez will open the concession stand no later than six o'clock p.m. and close it no earlier than 9:30 p.m. each night CITY softball league games are held for the term of this Agreement. Hernandez will also keep the concession stand open during weekend tournaments. If inclement weather causes cancellation of games during a particular period of time, Hernandez is not required to keep the concession stand open during that period of time. Hernandez will provide adult supervision for any individuals under sixteen years of age who participate in the operation of the concession stand.

3. All equipment of the CITY located within the concession stand may be used by Hernandez. Hernandez shall keep all equipment in good working order and restored to the CITY in as good condition as it was when the Agreement began, reasonable wear and tear accepted.

4. Due to a preexisting Agreement, only soft drinks distributed through the Pepsi Cola Company may be sold. No alcoholic beverages may be sold. Otherwise the CITY places no restrictions upon concessions that may be sold or the prices to be charged therefore, provided however that such prices shall be reasonable.

5. Hernandez will keep the concession area in clean and sanitary condition, and will comply with all applicable ordinances, regulations, including the regulations of the Department of Health.

6. Hernandez will operate the concession stand as an independent contractor and not as an employee of the CITY. The CITY has no control over the manner in which Hernandez carries out her obligations under this Agreement. All profits earned in operating the concession stand are the exclusive property of Hernandez, and the CITY shall have no claim to such profits. Any losses incurred by Hernandez in the operation of the concession stand shall be borne by Hernandez and the CITY shall have no obligation to reimburse any portion of such loss to Hernandez. Hernandez may employ subcontractors or others to assist in the carrying out of Hernandez's obligations. All products sold at the concession stand will be provided by Hernandez at Hernandez's expense.

7. During the term of this Agreement, Hernandez will maintain public liability insurance in an amount of not less than \$1,000,000.00. Such insurance policy will show the City as an additional insured. A certificate in a form acceptable to the City will be furnished to the City before Hernandez is allowed access to the City's facilities.

8. This Agreement may be terminated by the CITY at anytime.

IN WITNESS WHEREOF, the parties have executed this Agreement on the day and year set forth below.

DATED: _____, 2017.

CITY OF SCOTTSBLUFF, NEBRASKA

By _____
Mayor

Lydia Hernandez

Attest:

City Clerk Seal

City of Scottsbluff, Nebraska

Monday, April 17, 2017

Regular Meeting

Item Reports6

Council to consider approval of the campground host contract and authorize the Mayor to execute the contract.

Staff Contact: Rick Deeds, Park Superintendent

Agenda Statement

Item No.

For meeting of: April 17th, 2017

AGENDA TITLE: Council to approve contract for Campground host.

SUBMITTED BY DEPARTMENT/ORGANIZATION: Parks and Recreation

PRESENTATION BY: City Manager Nathan Johnson

SUMMARY EXPLANATION: The Parks and Recreation Department is requesting permission to contract Cheryl Baman as campground hosts for the 2017 season. Please see attached contract.

EXHIBITS

Resolution x

Ordinance ☐

Contract ☐

Minutes ☐

Plan/Map ☐

Other (specify) _____

NOTIFICATION LIST: Yes ☐ No ☐ Further Instructions ☐

APPROVAL FOR SUBMITTAL: _____
City Manager

Rev 3/1/99CClerk

AGREEMENT

This Agreement is made on April 11, 2017, between the City of Scottsbluff, Nebraska (the “City”) and Cheryl Kaman, (collectively the “Manager”).

Recitals:

- a. The City owns and operates a campground and kayak rental in Riverside Park, 1600 South Beltline Highway West, Scottsbluff (the “Campground”).
- b. The City is in need of a Campground Host and Manager (“Manager”) for the Campground and the Manager is willing to act as a host and manage the Campground as provided for in this Agreement.

Agreement:

1. Manager Responsibilities:

The Manager shall be responsible for the general management and kayak rental of the Campground during the Term (as described below and all of which shall be referred to as “Manager’s responsibilities”) and in so doing, will report to the City’s Park Supervisor or their designate (the “Supervisor”). In managing the Campground, the Manager shall be responsible for the following:

- a. Completion and collection of Campground Registration Forms and kayak rentals to include name, address and zip code for future marketing purposes.
- b. Completing a daily cash receipts and turning over registration and kayak rental proceeds to the Supervisor weekly.
- c. Enforcement of Campground rules and regulations.
- d. Care and upkeep of the Campground and kayaks to include trash clean up, fire ring cleaning, branch and twig removal, inspecting kayaks to determine whether there are any apparent defects and accounting for all kayaks in use, watering grass and trees, changing fuses, unclogging minor sewer backups, and chemically treating the drain field as needed.
- e. Daily cleaning, disinfecting and stocking of the Campground restroom/shower facilities.
- f. Customer service duties including providing directions to and information on, various tourist attractions, restaurants and recreational opportunities in the area.
- g. Reporting to the Supervisor any and all maintenance items that are not able to be completed by the Manager.

h. Reporting to the City Police Department any theft or damage of City property or unwanted behavior within the Campground that may cause a potential health or safety hazard to those in and around the Campground.

i. Any other management responsibilities as reasonably assigned by the Supervisor.

2. Term:

This Agreement shall be effective as of May 1, 2017 and shall continue until September 29, 2017 (the "Term"). The City may, however, terminate this Agreement immediately in the event that the Manager:

a. Acts with gross negligence or willful misconduct in connection with the performance of the Manager's responsibilities;

b. Defaults in the performance of the Manager's responsibilities and has not corrected the default within 15 days of receipt of written notice to do so;

c. Acts against the best interests of the City in any material respect or commits a material act of fraud against the City;

d. Is convicted of a felony or an offense involving controlled substances, or is determined to be under the influence of alcohol or illegal controlled substances while performing the Manager's responsibilities;

e. Has been found to have a material substance abuse problem;

f. Is no longer needed to host the Campground for reasons decided solely by the City.

3. Compensation:

As consideration for the services to be provided under this Agreement, Manager shall be paid \$ 1,000.00 per month. Except for the last month, this amount shall be payable on or before the 15th day of the month after which services are rendered and shall be prorated for partial months based on a thirty (30) day month. For the last month, payment will be made after September 29th or the end of the Term.

4. Living Quarters:

The Manager shall provide the Manager's own living quarters (camper or comparable alternative) at the Campground. As part of the consideration for this Agreement, the City will provide to the Manager space for the Manager's living quarters at no charge to the Manager. Although the Manager is not required to spend all of the Manager's time at the Campground, the Manager must be at the Campground a sufficient amount of time to perform the Manager's

responsibilities in a timely manner. Absences in excess of one day, however, must be approved in advance by the Supervisor and the Manager shall be responsible for providing coverage during the Manager's absence or arranging coverage with the Supervisor.

5. Independent Contractor Status:

The Manager shall be considered as an independent contractor with respect to the City. The Manager compensation will be as set forth in this Agreement and will not include any benefits of any type which are payable to City employees. The City shall have no right to control the hours of work or the manner of performing the Manager's responsibilities under this Agreement. The Manager does, however, agree to provide the Manager's responsibilities in a timely manner.

6. Miscellaneous:

- a. In the event that the Manager has any employees which are required to be covered by Workmen's Compensation Insurance, the Manager shall obtain appropriate insurance and provide proof of insurance to the City. In addition Manager agrees to carry public liability insurance and provide certificate of insurance to the Director.
- b. This Agreement is and shall be personal to the Manager and may not be assigned by the Manager.
- c. This Agreement is the entire agreement of the parties concerning its subject matter, and may not be changed or amended except in writing.
- d. This Agreement may be executed in one or more counterparts, each of which may be considered as an original.
- e. This Agreement will be construed and enforced according to the laws of Nebraska.
- f. The City's waiver of a breach of any provision of this Agreement shall not be construed to be a waiver of any subsequent breach.
- g. This Agreement is binding upon the parties and their respective successors.
- h. The provisions of this Agreement are severable. The invalidity of any provision shall not affect the validity of any other provision.

[SIGNATURE PAGE WILL FOLLOW]

City of Scottsbluff, Nebraska

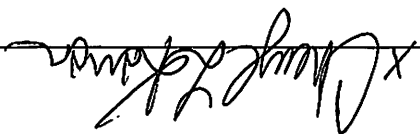
City of Scottsbluff, Nebraska

By: _____

Mayor

Attest: _____

City Clerk

 _____

City of Scottsbluff, Nebraska

Monday, April 17, 2017

Regular Meeting

Item Reports7

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

Staff Contact: Kevin Spencer, Police Chief

Agenda Statement

Item No.

For meeting of: April 17, 2017

AGENDA TITLE: 1 year Full Service Contract Toner Inclusive

SUBMITTED BY DEPARTMENT/ORGANIZATION: Police Department

PRESENTATION BY: Nathan Johnson, City Manager and Kevin E. Spencer, Chief of Police

SUMMARY EXPLANATION:

Capital Business Systems, Inc. 1 year service agreement includes all required maintenance on the Canon image RUNNER ADVANCE C5550i copier as required through normal and customary usage of said copier. The contract is limited to parts, labor and toner as a result of customary and normal use. Specific exclusions from coverage under the agreement are damage due to negligence, accidents or misuse by purchaser or its employees, damage as a result of any crime or vandalism, damage due to the effects of fire, natural forces, and damage caused from the use of toner and paper that does not meet Canon specifications. The contract includes Black and Color Toner. Contract will be renewed for a minimum of one year.

BOARD/COMMISSION RECOMMENDATION:

STAFF RECOMMENDATION:

EXHIBITS

Resolution:	Ordinance	XX Contract	Minutes	Plan/Map
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Other (specify) Attached form and signature areas

NOTIFICATION LIST: Yes No Further Instructions

APPROVAL FOR SUBMITTAL: _____

City Manager

Rev 3/1/99CClerk



AFTERMARKET SUPPORT AGREEMENT

Customer Bill To:

Customer Name: City of Scottsbluff Police Department

Address: 1801 Avenue B Scottsbluff, NE 69361

Telephone: (308) 630-6267

Attention:

Email:

Customer Ship To:

Customer Name: City of Scottsbluff Police Department

Address: 1801 Avenue B Scottsbluff, NE 69361

Telephone: (308) 630-6267

Attention: Crystal

Email: cwilson@scottsbluff.org

DEVICES	Make, Model, Included Accessories	Serial #	ID#	Base Payment <input checked="" type="checkbox"/> Monthly <input type="checkbox"/> Quarterly <input type="checkbox"/> Annually	Beginning Meter Reading		Image Allowance <input type="checkbox"/> Monthly <input type="checkbox"/> Quarterly <input type="checkbox"/> Annually		Excess Per Image Charge (Plus Tax)	
					B & W	Color	B & W	Color	B & W	Color
1	Canon imageRUNNER ADVANCE C5550i			\$33.00			3600	350	\$0.0045	\$0.048
2										
3										
4										
5										
6										

End User Details			Location / Address (if different to supply shipments)		
Name		Email			
1					
2					
3					
4					
5					
6					

☒ Supplies Included ☐ Items Excluded: _____ ☐ See attached equipment or group billing schedule. Meter Frequency: quarterly

* The consolidated image allowance and excess per image amounts shown above (or on the attached equipment or group billing schedule), if any applies to (check one):
☒ Equipment installed under this schedule only. or ☐ Equipment installed under this schedule together with equipment listed on any other applicable schedule (i.e. an aggregate consolidation), if no image allowance or excess per image amounts are shown above (or on the attached equipment or group billing schedule), images made on the equipment under this schedule will be included in determining your image and overages charges the applicable prior schedule to master agreement.

TERM (check one term option)

- ☐ Term: The end of the term of this schedule is the end of the term of the schedule to agreement identified as schedule NO. _____
☒ Term: In Months: n/a (Applies to this schedule only) Start Date: _____

PAYMENT (check one term option)

- ☒ Monthly Base Payment Amount: \$ 33.00 ☐ Quarterly Base Payment Amount: \$ _____ (Plus Tax) ☐ Annual Base Payment Amount: \$ _____ (Plus Tax)
(Includes amounts due under this schedule only)

ADDITIONAL TERMS AND CONDITIONS

IMAGE ALLOWANCE CHARGES AND OVERAGES. You are entitled to make the total number of images shown under Image Allowance Per Machine (or Total Consolidated Image Allowance, if applicable) each period during the term of this Agreement. If you make more than the allowed images any period, you will pay us an additional amount equal to the number of the excess images made during such period multiplied by the applicable Excess Per Image Charge. Regardless of the number of images made in any period, you will never pay less than the Base Payment Amount. You agree to provide us with the actual meter readings on any business day as designated by us; we may estimate the number of images used if such meter reading are not received within five days after being requested. We will adjust the estimated charge for excess images upon receipt of actual meter readings. You agree that the Base Payment Amount and the Excess Per Image Charges may be proportionately increased at any time if our estimated average page coverage is exceeded. After the end of the first year of this Schedule and not more than once each successive (twelve-month period thereafter, the Base Payment Amount and the Excess Per Image Charges (and at our election, the Base Payment Amount and Excess Per Image Charges under any other schedules for imaging equipment between you and us that incorporate the terms of the Master Agreement) may be increased by a maximum of 15% of the then existing payment or charge. At Expiration of original or any renewal terms, this agreement shall be automatically renewed for a minimum of one year. No refunds will be made if contract is cancelled prior to original or renewal terms.

Customer			
Signature: City of Scottsbluff Police Department	X		
CUSTOMER	SIGNATURE	NAME & TITLE	DATE

City of Scottsbluff, Nebraska

Monday, April 17, 2017

Regular Meeting

Item Reports8

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

Staff Contact: Liz Hilyard, Finance Director

RELEASE OF LIEN FOR SPECIAL ASSESSMENTS

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

Lot 3, Block 6, 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 17, 2017

Regular Meeting

Item Resolut.1

Council to consider an Ordinance providing for an occupational tax on hotel accommodations.

Staff Contact: Nathan Johnson, City Manager

ORDINANCE NO. _____

AN ORDINANCE PROVIDING FOR A NEW OCCUPATION TAX ON HOTEL ACCOMMODATIONS; REPEALING PRIOR SECTIONS LOCATED IN CHAPTER 6, ARTICLE 6 AND CHAPTER 11, ARTICLE 2 OF THE SCOTTSBLUFF MUNICIPAL CODE, AND PROVIDING PUBLICATION IN PAMPHLET FORM AND FOR AN EFFECTIVE DATE.

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

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

"6-6-18. Occupation Taxes.

The occupation tax referred to elsewhere in the municipal code shall be upon each of the following occupations and businesses (except as provided in such section) in amounts, respectively, as follows:

- A -

Alcohol, alcoholic liquors. Per year-

Manufacture of alcohol and spirits	\$1,000.00
Catering Licensee	200.00
Manufacture of beer	500.00
Manufacture of wine	500.00
Alcoholic liquor (except beer) wholesaler	1,000.00
Beer wholesaler	250.00
A - retailer of beer only, for consumption on premises	200.00
B - retailer of beer only, for consumption off premises (sale in original packages only)	200.00
C - retailer of alcoholic liquors for consumption on premises and off premises (sale in original packages only), except nonprofit corporation which is a club	600.00
C - retailer of alcoholic liquors, including beer for consumption on the premises only, nonprofit corporation which is a club	150.00
D - retailer of alcoholic liquors, including beer, for consumption off premises (sale in original packages only)	400.00
I - retailer of alcoholic liquors, for consumption on premises only	500.00
Special Designated License, except for special designated license issued to a holder of a catering license ..	50.00 per day

Non-beverage User

Class 1	5.00
Class 2	25.00
Class 3	50.00
Class 4	100.00
Class 5	250.00

- B -

Billboard advertising, bill posting, thrust upon public view or attention from billboards located upon private property, or elsewhere, for pay or hire, by persons, firms or corporations -

Per Year \$ 25.00

- D -

Dog kennels

Kennel authorized to keep
less than five (5) dogs

Per Year 25.00

Kennel authorized to keep five (5)
dogs or more

Per Year 50.00

- F -

Fire insurance company or association

Per Year 5.00

- H -

Hawkers and peddlers

Per Week 5.00

Per Year 25.00

Hotel Accommodations 4% of gross receipts as defined in Section 11-2-6

- P -

Pawnbrokers

Per Year 100.00

Petroleum products, refineries of

Per Year 250.00

Pet shop

Per Year 50.00

- R -

Retail Business Occupation Tax. . . One half percent (0.50%) of all General Retail Business Transactions which the State of Nebraska is authorized to impose a tax as allowed by the Nebraska Local Option Revenue act and which are subject to sales and use Tax within an agreed Enhanced Employment Area, except any transaction which action is subject to tax under sections 53-160, 66-489, 66-489.02, 66-4,140, 66-4,145, 66-4,146, 77-2602 or 77-4009 of the Nebraska Revised Statutes or which is exempt from tax under 77-2704.24 of the Nebraska Revised Statutes.”

Section 2. Chapter 11, Article 2 of the Scottsbluff Municipal Code is amended by amending Sections 11-2-4 and adding new Sections 11-2-6 through 11-2-11 and repealing the existing language in Sections 11-2-6 through 11-2-10 to provide as follows:

“11-2-4. Tax; term; when due; generally.

Except as provided in the provisions of this Article pertaining to Class C liquor licenses, General Retail Business Transactions within an agreed Enhanced Employment Area and hotel accommodations, on all occupations and businesses upon which such tax is levied at a yearly rate the year for such tax shall be deemed to begin with the first day of May of each year and shall end on the last day of April following; and such tax for each year shall be due and payable, in advance, on the first day of May of every year, and thereafter such tax shall be delinquent. The whole amount of every occupation tax levied at a daily or yearly rate must be paid in one (1) payment before the occupation or business is commenced, whether payment is made at the beginning of the day or year, or at any time thereafter; and no payment made at the beginning of the day or year shall be for any certain time less than such day or year. The whole amount of the tax on the manufacture, distribution or sale of alcoholic liquor shall be paid immediately after the final issuance of a license to the applicant under the Nebraska Liquor Control Act; provided, however, when there is a purchase of an existing licensed business and a new license of the same class is issued, or upon the issuance of a new license for a location which has not been previously licensed, the license fee and occupation taxes shall be prorated on a quarterly basis as of the date of issuance. The tax on hotel accommodations shall be paid according to the Section of this Article concerning such tax.”

“11-2-6. Same; hotel accommodations.

(A) Commencing on July 1, 2017, every person, entity, or association engaged in the business of offering or providing hotel accommodations to the public within the City, shall pay to the City an occupation tax equal to a percentage set out in Chapter 6, Article 6 on the gross receipts

of the basic rental rates charged per occupied room per night for hotel accommodations. For purposes of this section, the following definitions shall apply:

- (1) Hotel shall mean any facility in which the public may, for a consideration, obtain sleeping accommodations in any space ordinarily used for accommodations. The term shall include hotels, motels, tourist homes, campgrounds, courts, lodging houses, inns, a bed and breakfast and nonprofit hotels but hotel shall not be defined so as to include hospitals, sanitariums, nursing homes, chronic care centers, or dormitories or facilities operated by an educational institution and regularly used to house students.
- (2) Occupied room shall mean any space ordinarily used for sleeping accommodations and for which any occupant has, for consideration, obtained the use or possession, or the right to use or possess, for a period not to exceed thirty (30) continuous days. The term shall include camping space, trailer space or recreational vehicle space. The term does not include a function room such as a ballroom, banquet room, reception room, or meeting room, provided it is not used as temporary sleeping accommodations.
- (3) Basic rental rate shall mean the monetary charge for the use of an occupied room in a hotel.
- (4) Hotel operator shall mean any person, entity, association, partnership or corporation engaged in the business of offering or providing hotel accommodations, and may be referred to as taxpayer herein.
- (5) The term occupied room shall not mean, and no tax imposed by this Article shall be measured by or collected for:
 - a. Complimentary or other sleeping accommodations for which no consideration is charged;
 - b. Sleeping accommodations for which the consideration is paid by a person not subject to sales and use tax imposed by the Nebraska Revenue Act of 1967, as it is amended from time to time; or
 - c. Sleeping accommodations leased by an employer for use by its employees when a specific room is the subject of the lease, the lease extends for more than thirty (30) consecutive days, and consideration is actually paid for use during at least thirty (30) consecutive days.

(B) The Tax imposed by this Article shall be collected by the hotel operator from the occupant of each room to which the tax applies. The tax may be shown as an add-on to the charge for occupancy of the rooms and shall be collectible at the time the lodging is furnished, regardless of when the charge for the occupancy is paid. The hotel operator shall remain responsible for payment of all taxes imposed whether or not the taxes are actually collected from the guests.

(C) The tax imposed by this Article is purely for revenue purposes to support the programs of the government of the City of Scottsbluff. The levy of the tax under this Article is in addition to all other fees, taxes, excises and licenses levied and imposed under any contract or any other provision of the Municipal Code or Ordinances of the City of Scottsbluff, in addition to any fee, tax, excise or license imposed by the State. Payment of the tax imposed by this Article shall not relieve the person paying the same from payment of any other tax now or hereinafter imposed by contract or ordinance or by this Code, including those imposed for any business or occupation he or she may carry on, unless so provided therein. It is the intent of the Scottsbluff City Council that the occupation taxes imposed by this Article shall be accumulative except where otherwise specifically provided.

(D) It shall be unlawful for any hotel operator subject to this Article to fail to maintain or fail to make available to the City, upon seventy-two (72) hours notice, written records accurately and completely evidencing the number of rooms occupied, the dates the rooms are occupied, the amount of occupation tax due or paid under this Article, and such other information as is required by the Finance Director of the City. Such records shall be maintained for a period of three (3) years after the occupation tax is due.

(E) Notwithstanding any contrary provision of this Chapter, or Code, the tax imposed by this Article shall be due and payable on the first day of each calendar month next succeeding the month during which the room was occupied. All taxes not paid by the twenty-fifth (25th) day of the month in which they are due and payable shall be deemed to be delinquent. The hotel operator shall be assessed a penalty of ten percent (10%) on all delinquent amounts as well as interest of one percent

(1%) per month or fraction thereof from the first of the month in which such tax becomes due and payable until the date of payment.

(F) Each and every hotel operator within the City for the calendar month beginning July, 2017, and for each and every calendar month thereafter, shall prepare and file, on or before the 25th day of the month or the next business day should the 25th fall on a Federal holiday or weekend, following on a form prescribed by the Finance Director, a return for the taxable calendar month, and pay to the Finance Director the tax imposed by the first of day of the month as set forth in paragraph (E) above. Any return that is remitted via the United States Postal Service shall be postmarked by the 25th day of the month to be considered an on-time filing. A hotel operator may make reports and remittances quarterly in lieu of monthly if their monthly remittance would be \$100 or less.

(G) If any hotel operator neglects or refuses to make a return or payment of the taxes as required by this Article, the Finance Director shall make an estimate, based upon such information as may be reasonably available, of the amount of taxes due for the period or periods for which the taxpayer is delinquent, and upon the basis of such estimated amount, compute and assess in addition thereto a penalty equal to ten percent (10%) thereof, together with interest of such delinquent tax, at a rate of one percent (1%) per month, or fraction thereof from the date when due. The Finance Director shall give the delinquent taxpayer written notice of such estimated taxes, penalty and interest, which notice must be served personally or by certified mail. Such estimate shall thereupon become an assessment and such assessment shall be final and due and payable from the taxpayer to the Finance Director ten (10) days from the date of service of the notice of the date of mailing by certified mail; however, within such ten (10) day period, the delinquent taxpayer may petition the Finance Director for a revision or modification of such assessment and shall, within such ten (10) day period, furnish the Finance Director the facts and correct figures showing the correct amount of taxes. Any petition by the taxpayer shall be in writing, and the facts and figures submitted shall be submitted in writing and shall be given under oath of the taxpayer. Thereupon, the Finance Director shall modify such assessment in accordance with the facts he or she deems correct. Such adjusted assessment shall be made in writing and notice thereof shall be mailed to the taxpayer within ten (10) days; and all such decisions shall become final upon expiration of thirty (30) days from the date of service, unless proceedings are commenced within that time for an appeal in the District Court of Scotts Bluff County, Nebraska by the filing of a petition with the clerk of the court. This appeal shall be conducted in conformance with the Nebraska Rules of Civil Procedure and rules of the court as may be adopted by the court or enacted by the Legislature.

(H) It shall be the duty of every taxpayer to keep and reserve suitable records and other books or accounts as may be necessary to determine the amount of tax for which he or she is liable hereunder. The records of gross revenue by which the tax is measured shall be kept separate and apart from the records of other sales or receipts in order to facilitate the examination of books and records as necessary for the collection of this tax. It shall be the duty of every taxpayer to keep and preserve for the period of four (4) years all such books, invoices and other records, which shall be open for examination at any time by the finance director or his or her duly designated persons. Such person keeps or maintains their books, invoices, accounts or other records or any thereof, outside of the State, upon demand of the Finance Director, they shall make the same available at a suitable place within the City, to be designated by the Finance Director, for examination, inspection and audit by the Finance Director or his or her duly authorized persons. The duties of the Finance Director herein provided may be performed by any qualified person designated by the Finance Director.

(I) The administration of the provisions of this section are vested in the Finance Director who shall prescribe forms in conformity with this section for the making of returns, for the ascertainment, assessment and collection of the tax imposed and for proper administration and enforcement. The Finance Director may adopt such rules and regulations as may be necessary or desirable for the administration and enforcement of this Article. This section shall be enforced according to this Article for the occupation taxes payable within the City.”

“11-2-7. Payment; procedure; receipt.

The occupation tax levied pursuant to this Article shall be paid to the City Finance Director and the City Finance Director shall keep a proper account of such taxes.”

“11-2-8. Tax moneys; fund.

All amounts realized from the collection of the occupation tax levied pursuant to this Article shall be placed to the credit of the General Fund to be used for projects or such other fund or funds as designated by the City Council.”

“11-2-9. Refund; prohibited.

Except as otherwise provided for in this Article, no person, persons, partnership, association, firm or corporation paying such occupation tax shall be entitled to a refund of any part of the tax so paid.”

“11-2-10. Nonpayment; distress proceedings.

Upon the failure of any person, persons, partnership, association, firm or corporation to pay such tax when demand is made by the City, the City Finance Director is authorized to issue a distress warrant over the corporate seal, directed to the Police Chief and commanding the Police Chief to collect, by distress and sale of goods and chattels for the person, persons, partnership, association, firm or corporation in such warrant named, the occupation tax due and unpaid. The Police Chief for their services shall be entitled to such fees out of the property distrained and sold as sheriffs receive for making levy and sale under execution. The costs created by reason of the distress sale shall be paid out of the property levied upon, in addition to the amount due on the occupation tax.”

“11-2-11. Enforcement.

Should any person, persons, partnership, association, firm or corporation fail to pay such tax when demand is made by the City, the City may recover the same, together with any applicable interest and penalties, in a civil action brought against such person, persons, partnership, association, firm or corporation. This remedy shall not be exclusive of any other type of proceeding available to the City, but shall merely be cumulative.”

Section 3. Previously existing Sections 6-6-18 and 11-2-6 through 11-2-11, 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 and publication shall be in pamphlet form.

PASSED AND APPROVED on _____, 2017.

Mayor

ATTEST:

City Clerk (Seal)

Approved:

City Attorney

City of Scottsbluff, Nebraska

Monday, April 17, 2017

Regular Meeting

Item Resolut.2

Council to consider an Ordinance annexing tracts of land known as Block One, Alf Addition, an addition to the City of Scottsbluff, Scotts Bluff County, Nebraska.

Staff Contact: Nathan Johnson, City Manager

**Planning Commission Minutes
Regular Scheduled Meeting
April 10, 2017
Scottsbluff, Nebraska**

The Planning Commission of the City of Scottsbluff, Nebraska met in a regularly scheduled meeting on Monday, April 10, 2017, 6:00 p.m. in the City Hall Council Chambers, 2525 Circle Drive, Scottsbluff, Nebraska. A notice of the meeting had been published in the Star-Herald, a newspaper of general circulation in the City, on March 31, 2017. The notice stated the date, hour and place of the meeting, that the meeting would be open to the public, that anyone with a disability desiring reasonable accommodation to attend the Planning Commission meeting should contact the Development Services Department, and that an agenda of the meeting kept continuously current was available for public inspection at Development Services Department office; provided, the City Planning Commission could modify the agenda at the meeting if the business was determined that an emergency so required. A similar notice, together with a copy of the agenda, also had been delivered to each Planning Commission member. An agenda kept continuously current was available for public inspection at the office of the Development Services Department at all times from publication to the time of the meeting.

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

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

ITEM 3: Acknowledgment of any changes in the agenda: None

ITEM 4: Business not on agenda: None

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

ITEM 6: The minutes of the March 13, 2017 meeting were reviewed. **Conclusion:** A motion was made by Wayman and seconded by Gompert to approve the minutes for the March 13th meeting. **"YEAS":** Estrada, Westphal, Wayman, Huber, Gompert, and Chadwick. **"NAYS":** None **Abstain:** Aguillo **Absent:** Weber, Zitterkopf

ITEM 7A: The Planning Commission opened a public hearing for a Special Use Permit for a Hair Salon located at 1933 7th Avenue. The applicant, Crystal Westphalen, requested a special use permit to allow for a hair salon in an R-1a Single Family Zone. The property is on the southwest corner of 20th Street and 7th Avenue. Hair Salons are listed under special permits uses in the R-1a Single Family zoning district with approval from the Planning Commission. The surrounding properties are all zoned R-1a with the exception of an R-4 Multi-Family zone to the northeast. The property is adjacent to 20th Street, and parking is proposed to be provided on-site at the back of the property.

Mark Westphal, the current owner of the property, stated that they planned to add three parking spots at the rear of the property. There would be one stylist and one nail technician working there, with two tanning beds, so there would be a minimal number of people at the salon at any one time. Commissioner Westphal then recused himself from this agenda item due to conflict of interest and left the room until after the vote was held.

Jennifer Kinsey, resident of 1924 7th Ave, stated that she had several concerns with the proposed salon. She stated that the street is already extremely congested, especially during pick-up and drop-off times for the nearby elementary school. Because it is an older neighborhood, there is very little off-street parking,

and the streets are already very narrow. Parking is already a concern in the area, and there is very little street parking in front of the salon due to it being on a corner near a fire hydrant. She just purchased her property and would not have done so if she had known there would be a commercial business in the neighborhood.

Dave Kuxhausen, resident of 1920 8th Ave, stated that it is a residential neighborhood and they do not want businesses in the residential neighborhood. He is concerned about declining property values if businesses are allowed to locate in the area. Chase Harimon, resident of 1931 7th Ave, reiterated that he believed parking would be a problem in the area and that he was also concerned with the resale value of his property if a business were to be located in the area. Kathi Sparks, resident of 1915 7th Ave, repeated the concerns about parking along the narrow streets, as many trucks can't even park on the street because it is so narrow and so end up partially parked on the sidewalk to allow for traffic to move through. She also stated that 7th Ave is already hard to turn onto due to the narrow street with parking on both sides, and that locating a salon here would compound this problem. Laura Salazar, resident of 1910 8th Ave, stated that she had concerns about the street width and parking in the area, and that with all the pedestrian traffic, especially kids going to and from school, it could be a safety issue to add additional traffic to the area.

Commissioner Chadwick asked what hours the salon was planning on operating. Folck stated that the applicant had earlier stated that she would most likely be operating during typical business hours, and possibly in the early evening. Chadwick asked if there would be any residential occupants of the building as well. Folck stated that there is a basement apartment, but at this time was unaware of any plans to rent it out.

Conclusion: A motion was made by Huber and seconded by Wayman to deny the Special Use Permit for a Hair Salon at 1933 7th Avenue. **"YEAS":** Wayman, Gompert, Huber, Chadwick, Aguallo, and Estrada. **"NAYS":** None. **ABSTAIN:** Westphal **ABSENT:** Zitterkopf, Weber. Motion carried.

ITEM 7B: The Planning Commission opened a public hearing for a Preliminary Plat for the Melroy Addition, a replat of Lots 12 and 13 of Wildy and Lana Commercial Tracts. The applicant is Steve Melroy, represented by Baker and Associates. The property is situated south of 15th Street, between 19th and 21st Ave. The preliminary plat includes 6 commercial lots, which are all part of the same block. The property is zoned C-3, Heavy Commercial, and the properties to the north, west, and south are also C-3, with M-1 zoning to the east.

City staff and Consultants reviewed the preliminary plat. Infrastructure is already available to each lot, and no streets, water, or sewer improvements are proposed. The developer will be required to install sidewalks and landscaping to meet City code as the lots are developed. Retention will also be addressed with the final plat, and Anthony Murphy stated that depending on the how the lots are developed, additional fire hydrants may be necessary. Staff recommended approval of the preliminary plat.

Conclusion: A motion was made by Gompert and seconded by Aguallo to approve the Preliminary Plat for the Melroy Addition, a replat of lots 12 and 13 of Wildy and Lana Commercial Tracts. **"YEAS":** Wayman, Gompert, Huber, Chadwick, Aguallo, Westphal, and Estrada. **"NAYS":** None. **ABSTAIN:** None **ABSENT:** Zitterkopf, Weber. Motion carried.

ITEM 7C: The Planning Commission opened a public hearing for a Special Use Permit for a Scrap Metal Processing Facility located at 417 9th Avenue. This application was tabled at the previous meeting on March 13th so that staff could verify some of the information that was presented and explore options for special conditions for the permit. The applicant is Langer Industries, represented by Pete Langer. Folck stated that the property is located in an M-2 Heavy Manufacturing and Industrial zoning district. The surrounding properties to the east and south are also zoned M-2. The property to the southwest is zoned M-1, Light Manufacturing and Industrial, and the property to the west and north is zoned C-3, Heavy Commercial. There are some residential properties within 300 feet; however, they are all on the other

side of the Burlington Northern Railroad Tracks, so there is some separation between the residential areas and the proposed facility location.

At the previous meeting, several residents expressed their concerns about this facility being located so close to a residential area. Environmental issues were brought up as a concern, as well as the noise and unsightliness of a scrap metal recycling facility. The applicant had stated that this facility would be very similar to the one they currently operate in Colby, Kansas, and that he would be willing to meet some additional requirements to properly screen the facility from the sight of the neighborhood. Following the March meeting, staff contacted the community of Colby, Kansas and were told that there were many concerns about the facility before it started operation that have since been determined to be unfounded. The facility is a clean operation that does not seem to be an environmental risk, and the operators are careful to make sure that everyone bringing material to their facility has their loads properly cleaned and secured so that there is no issue on the surrounding roadways. Folck stated that the City has few areas zoned heavy manufacturing that also have a rail spur, so this location is somewhat uniquely suited to meet the purposes of the business. The property is currently zoned appropriately for a business like this; however, it is not ideal for a residential area to be within 300 feet of the facility. Chairman Estrada then invited public comment on the proposed project.

Bradley Garcia, resident at 1114 9th Ave, stated that he grew up in the area and had recently moved back into the neighborhood with the hopes of helping to improve it. He and his wife bought and remodeled a house, where they now live. He was concerned about the appearance of the neighborhood and thought that this facility would be an eyesore. Even with fencing and trees, it will be seen, and he does not want to see piles of material from his house. He believed that this could affect the resale value of his house in the future. Sabrina Esparza, resident at 713 E 8th St, stated that she has lived in southeast Scottsbluff for 55 years, and the neighborhood has come a long way, with noise pollution taken care of through the quiet zone and many other improvements over the years. She also was concerned that the recycling facility would be an eyesore, and that there would be noise pollution as a result of the facility's operations. She said that she could speak for many people in the community in opposing the facility. Natalia Garcia, resident at 1114 9th Ave, stated that she and her husband purchased their home in May 2015 to try to improve the neighborhood. She was concerned that many neighborhood residences seem to be being weeded out and replaced by businesses, and did not want the whole area to become commercial. She believed that the scrap metal facility would be an eyesore like the packing plant that was there previously and does not want the property to be left as a mess. She would not have moved to the area if she had known that a facility like this would be there. She also had concerns about kids walking to the YMCA who walk down 9th Street and might be affected by additional traffic. Gage Norman, business owners of 5th and O convenience store, stated that there were meetings a few weeks ago about adding value to the East Overland community, and he had concerns about shutting down East Overland and adding a scrap metal facility near the neighborhood.

Robert Franco, whose mother resides at 907 E 7th Street, just north of the proposed facility location, stated that there are only two railroad tracks between the facility and her property. He cited City Code section 25-13-3 regarding Special Use Permits, reminding the Planning Commission that in order to grant the Special Use Permit, they must find that the proposed use, "(1) provides a service required by the neighborhood or community and is consistent with sound principles of land use, (2) will not be injurious to the use of neighboring lots, tracts of land, buildings, or structures, (3) will not create special hazards or problems for the area in which it is located, and (4) is related to and harmonious with the general plan for the area in which it is located, as indicated by this Chapter." He stated that the business by nature would be a nuisance to the neighborhood. He cited the City's definition of a nuisance in Chapter 12 of the City code, stating that the noise, rodents, stagnant water, and junk on the property would cause adverse effects to the surrounding neighborhood. He stated that runoff from the property could be contaminated and would be impossible to contain on site, so would cause issues for the neighborhood. He did not believe trees or a fence would help to mitigate these issues. Residents in that area have paid property taxes for years and made many improvements to their properties, and he was concerned that the resale value of those homes would be adversely affected.

167 Rex Morse then spoke, not as a resident of the community, but as someone who works in the area. He
168 stated that having viewed a similar facility in Minatare, he believed that if it were located on Highway 26 it
169 would have a depressing effect on property values for the community. He had concerns about the visible
170 location of the facility along Beltline and 9th Avenue.

171
172 Pete Langer, the applicant, then spoke, stating that there seemed to be four items that needed to be
173 addressed. The first was the noise generated by the facility. With use of a decibel meter, he
174 demonstrated that the noise generated by the facility would be less than the noise generated by passing
175 railroad cars. The second issue was drainage and environmental issues. He stated that his industry is
176 highly regulated by the EPA and NDEQ, and that there are many requirements that they would have to
177 meet in order to be allowed to operate. They will meet all applicable regulatory requirements to ensure
178 that there are no environmental issues from the operation of the facility. The third issue was the integrity
179 of the company. This is why he did not object to tabling the permit at the last meeting in order to give
180 staff time to do some background checking to determine whether or not they would operate the facility in
181 the manner they described. After staff did some checking, they found that the applicant was a good
182 neighbor and runs a clean facility, as he claims. The fourth issue was the screening of operations. He
183 stated that this would not be a storage facility or a salvage lot, and that material would be processed
184 quickly, so the same material would never be on site for more than one month. The proposed site is
185 zoned appropriately as heavy manufacturing and is not located within a residential zone. He
186 acknowledged that there was one place where residents would be able to see into the yard, and he would
187 be happy to put up a fence that would screen the property from the view of the residents.

188
189 Commissioner Huber asked if there would be any timeframe to review the Special Use Permit. Langer
190 stated that he did not want a permit that could be revoked after a certain timeframe, but he would be
191 happy to have the permit approved with special conditions tied to it, and if he did not meet those
192 conditions, the permit could be revoked. Commissioner Westphal asked about the possibility of planting
193 trees around the property to buffer noise and screen activities. Langer stated that he did not think it
194 would be necessary to screen the property from the other heavy commercial and manufacturing zones,
195 but it would be completely appropriate to screen the property from residential area. He did have some
196 concerns about getting trees started on that portion of the property because it is adjacent to the railroad,
197 which uses large amounts of sterilant. He believed that the planned facility would be an improvement
198 over the current state of the property, which is vacant and deteriorating. Commissioner Wayman asked
199 how long the property had been vacant. Franco answered that there was a roofing company that was
200 there within the last 7 years. He added that screening the property from view of the residential area
201 would be difficult because of the elevation difference between the residential area and the proposed
202 facility. Langer stated that the average height of the piles would be 6' or less, as they planned to keep the
203 material moving. Natalia Garcia inquired as to the proposed hours of operation and about noise levels
204 and if they would be constant or intermittent. She also asked about employees at the facility; how many
205 and would they be local. Langer stated that they would operate from 8 am to 5pm Monday through
206 Friday, and depending on the volume of material they receive, they may operate on Saturday mornings
207 from 8 am to noon. He said that the loudest noises would be similar to that of a passing train and would
208 be intermittent. He said they would plan on starting with five employees and may eventually work up to
209 15 employees, and he planned to hire all of them from the Scottsbluff/Gering area.

210
211 Franco asked about the Colby, Kansas facility and if it was more rural than this proposed facility, as he
212 felt the two could be compared as equals since one is in a rural area and the other is near a residential
213 area. Langer stated that they located the Colby facility in the only area that was appropriately zoned, and
214 that they kept a very clean facility even though no one was watching. He expects the Scottsbluff facility to
215 be more heavily scrutinized and will do everything he can to keep it clean and run appropriately. He also
216 stated that there is no way to definitively state that this would lower property values.

217
218 Natalia Garcia stated that she believed that the City should be more selective of businesses allowed to
219 locate on that site. Commissioner Wayman stated that with it being an M-2 zone, there were many other
220 uses that would also cause a lot of noise and other negative effects that could locate there without
221 needing a Special Use Permit. Commissioner Estrada added that with this Special Use Permit, at least
222 they could specify some conditions to mitigate the effects on the residential area. Garcia stated that no

other businesses along the Beltline Highway have debris on site as part of their business. Franco added that the businesses in the area keep everything neat and tidy, whereas by nature, the scrap metal business is much messier, and he did not think it should be near a residential area. Commissioner Gompert stated that he had driven by the property prior to the meeting, and it is currently an eyesore. He saw many broken windows and open doors, which could be a safety concern for anyone who wanders onto the property, and that rodents were probably a concern as well. He believed that the property in its current condition is dangerous and detrimental to the area, and that by allowing the scrap metal facility to locate there, the condition of the property would be improved.

Rex Morse inquired if the building itself would be used for the proposed operation. Langer stated that they would be using a portion of the building for operations, but because the building is so large and in such poor condition, it will be a process to get the entire thing renovated. Morse asked about improvements to the exterior of the building. Langer stated that if the building takes off, they would like to make improvements to the building exterior, but did not want to make commitments that he couldn't keep by claiming that it would be done by a certain date. He said that at a minimum, they would make sure the building would be secured and up to code before opening, and that long term he would like to make additional improvements.

Conclusion: A motion was made by Gompert and seconded by Chadwick to recommend approval of the Special Use Permit for a Scrap Metal Facility located at 417 9th Avenue with the conditions that before the facility opens for business, the portion of the yard visible to the residential area on the north (the north boundary of the property from the building to 9th Ave) shall be screened by a fence up to 12' in height and slats shall be added to the fence along 9th Avenue to block the view of the yard. Additionally, the building is to be secured and broken windows boarded up or repaired within one year. **"YEAS":** Wayman, Gompert, Aguallo, Chadwick, and Estrada. **"NAYS":** Huber, Westphal. **ABSTAIN:** None. **ABSENT:** Zitterkopf, Weber. Motion carried.

ITEM 7D: A public hearing was opened to consider the annexation of property described as PT N1/2 SE, PT SE SE 15-22-55 (61.05 acres) and BLK 1, ALF Subdivision (1.36 AC), owned by Connie and Alyssa Frank. Folck stated that the property owners had requested annexation of the property and in that request had waived their right to City services, so the extension of streets, water, and sewer would not be necessary in order to annex. Anthony Murphy stated that by evening out the edge of the City's city limits, it would make it much easier for first responders to know where their jurisdiction starts and stops, improving response times. Commissioner Huber asked why the property owner was requesting this. Folck stated that the property owner had not yet announced her plans for the property, just requested the annexation.

Conclusion: A motion was made by Westphal and seconded by Chadwick to recommend to Council approval of the annexation of the property situated in PT N1/2 SE, PT SE SE 15-22-55 (61.05 acres) and BLK 1, ALF Subdivision (1.36 AC) **"YEAS":** Wayman, Gompert, Aguallo, Chadwick, Huber, Westphal, and Estrada. **"NAYS":** None. **ABSTAIN:** None. **ABSENT:** Zitterkopf, Weber. Motion carried.

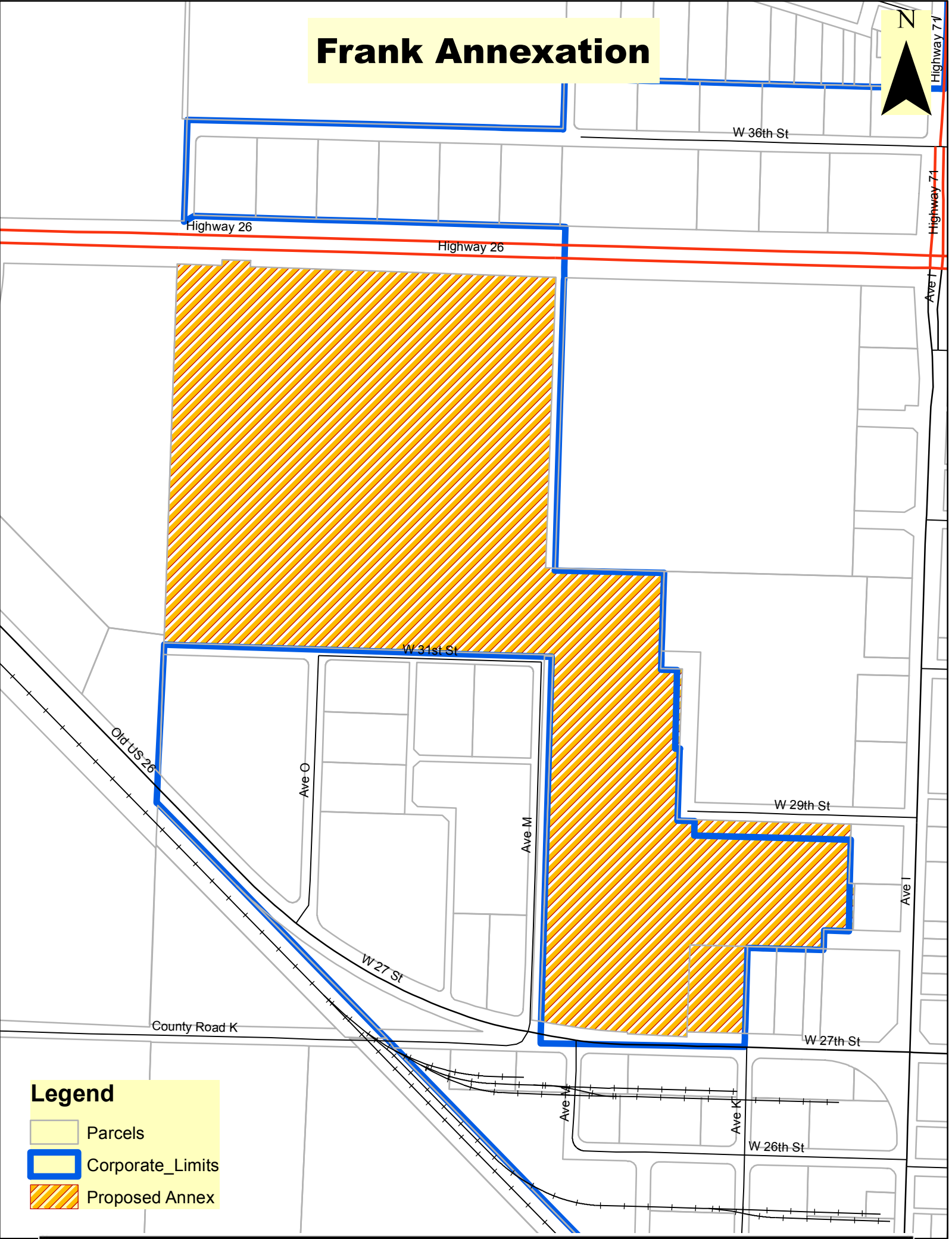
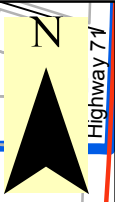
ITEM 8: Unfinished Business: None.

There being no further business, a motion to adjourn was made by Aguallo and seconded by Chadwick. The meeting was adjourned at 7:45 p.m. **"YEAS":** Wayman, Gompert, Aguallo, Chadwick, Huber, Westphal, and Estrada. **"NAYS":** None. **ABSTAIN:** None. **ABSENT:** Zitterkopf, Weber. Motion carried.




Becky Estrada, Chairperson

279
280 Attest: _____
281 Annie Folck

Frank Annexation



Legend

-  Parcels
-  Corporate_Limits
-  Proposed Annex

4/17/17
meeting

FRANK ENTERPRISES, INC.

1721 Broadway
P.O. Box 2396
Scottsbluff, NE 36363-2396
Cell: (308) 631-8347

March 24, 2017

City of Scottsbluff
Cindy Dickinson, City Clerk
2525 Circle Drive
Scottsbluff, NE 69361

Re: Annexation Request

Dear Ms. Dickinson:

Please consider this letter as a request by Petition that the City of Scottsbluff include property owned by us within the corporate limits of the City. This request is made pursuant to §16-117 of the Nebraska Statutes.

The two properties for which annexation is requested are described in the attached Warranty Deeds.

In making this request, we irrevocably waive the requirements of §16-120 of the Nebraska Statutes, which would otherwise require the City of Scottsbluff to provide to the property for which we are requesting annexation substantially the same services as provided to other inhabitants of the City.

The individual signing this request represents that he or she either is owner of the above-described property or has the authority to act on behalf of the owner of the property, and to bind the owner in all matters concerning the requested annexation.

Sincerely,



Connie Frank
President



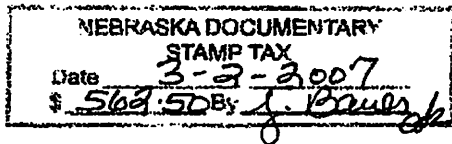
2007-1235

NUM. INDEX MJ
 COMPUTER E
 PICTURED J
 IMAGED _____

NUM PAGES 2
 DOC TAX 562.50 PD ☒ CHG _____ RET _____
 FEES 10.50 PD ☒ CHG _____ RET _____
 TOTAL 573.00 CR
 REC'D _____
 RET ☒ _____

Inst. 2007 - 1235

RECORDED
 SCOTTS BLUFF COUNTY, NE

Date 3-2-07 Time 3:10pm

Jean A. Bauer

REGISTER OF DEEDS

☒ Return recorded instrument to: Roy Hahn, Attorney, PO Box 286, Scottsbluff, NE 69361; regardless who might bring this instrument into the recorder's office for recording.

030107

WARRANTY DEED

ALYSSA L. FRANK, a married person, GRANTOR, in consideration of "One Dollar and Other Valuable Consideration" received from **GRANTEE, FRANK ENTERPRISES, INC., a Corporation**, conveys to **GRANTEE** the following described real estate (as described in Neb. Rev. Stat. 76-102):

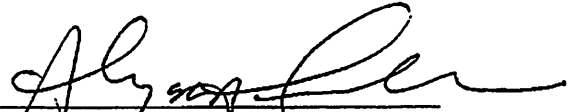
Block 1, ALF ADDITION, an addition to the City of Scottsbluff, Scotts Bluff County, Nebraska; according to the recorded plat, thereof.

SUBJECT TO all easements, restrictions, and reservations rights-of-way, whether apparent of record.

GRANTOR covenants (jointly and severally, if more than one) with **GRANTEE** that **GRANTOR**:

1. is lawfully seized of such real estate and that it is free from encumbrances; except those which are referred to above ("subject to all easements, restrictions, and reservations of record");
2. has legal power and lawful authority to convey the same;
3. warrants and will defend title to the real estate against the lawful claims of all persons.

DATED: 3-2-07, 2007


 ALYSSA L. FRANK, a married
 person, GRANTOR

STATE OF Nebraska)
 COUNTY OF Scotts Bluff) ss.

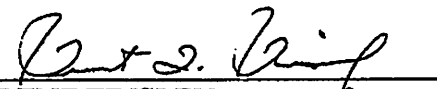
The foregoing instrument was acknowledged before me on the day set forth above, by ALYSSA L. FRANK, a married person, Grantor, acknowledging the same to be her free and voluntary act and deed.




 Notary Public

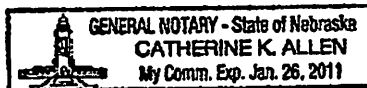
(My commission expires)

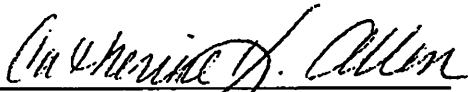
DATED: 3/2/07, 2007


 TRENT TINSLEY, spouse of
 Seller, GRANTOR

STATE OF Nebraska)
 COUNTY OF Scotts Bluff) ss.

The foregoing instrument was acknowledged before me on the day set forth above, by TRENT TINSLEY, spouse of Seller, Grantor, acknowledging the same to be his free and voluntary act and deed.




 Notary Public

(My commission expires)

RH/cka
 030107WDfrankfrankent(2)

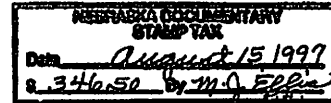
5401

STATE OF NEBRASKA, COUNTY OF SCOTTS BLUFF ss.

Filed for record and entered in Numerical Index on this 15 day of August, 1997, at 12:20 o'clock P.m. and recorded in Deed Record 213, page 596.

Return to:
 Frank Enterprises
 P.O. Box 416
 Seb. Ne.

By: Mary J. Elin
 County or Deputy County Clerk
 Register or Deputy Register of Deeds



WARRANTY DEED

KEITH A. STRACHAN and VERA M. STRACHAN, Husband and Wife, GRANTOR herein whether one or more, in consideration of \$197,600.00 received from FRANK ENTERPRISES, INC., A Wyoming Corporation, GRANTEE herein whether one or more, does hereby grant, bargain, sell, convey, and confirm unto GRANTEE, the following described real property located in Scotts Bluff County, Nebraska:

See Attached Legal Description

Grantor reserves a 50% non-participating royalty interest in all oil, gas and minerals that Grantor now owns, for a period of 20 years from the date of the execution of this Warranty Deed, and for so long thereafter as production shall continue in commercially paying quantities.

To have and to hold the above described premises together with all tenements, hereditaments, and appurtenances thereto belonging unto the grantee and to grantee's heirs and assigns forever.

And the grantor does hereby covenant with grantee and with grantee's heirs and assigns that grantor is lawfully seized of said premises; that they are free from encumbrances, excepting restrictions, reservations, and rights-of-way of record; that grantor has good right and lawful authority to convey the same; and that grantor warrants and will defend the title to said premises against the lawful claims of all persons whomsoever.

Dated this 14 day of August, 1997.

Keith A. Strachan Vera M. Strachan
 Keith A. Strachan, Grantor Vera M. Strachan, Grantor

STATE OF NEBRASKA)
) ss.
 COUNTY OF SCOTTS BLUFF)

The foregoing instrument was acknowledged before me on this 14 day of August, 1997, by Keith A. Strachan and Vera M. Strachan, Grantors.



5401

North Half of the Southeast Quarter (N1/2SE1/4) of Section Fifteen Township Twenty two (22) North, Range Fifty five (55) West of the 6th P.M., Scotts Bluff County, Nebraska, EXCEPT those parts thereof conveyed to the State of Nebraska by condemnation recorded in Miscellaneous Book 25 on Page 610; by Warranty Deeds recorded in Deed Book 108 on Page 44, recorded in Deed Book 208 on Page 126, and recorded in Deed Book 183 on Page 736, all of the records of Scotts Bluff County, Nebraska; AND EXCEPT that part thereof platted as Block 1, FRIEDMAN SUBDIVISION, A subdivision of part of the N1/2SE1/4 of Section 15, Twp. 22 N., R 55 W of the 6th P.M., Scotts Bluff County Nebraska, and recorded in Deed Book 207 on Page 267 on June 28, 1995.

AN ORDINANCE OF THE CITY OF SCOTTSBLUFF, NEBRASKA, ANNEXING TRACTS OF LAND KNOWN AS BLOCK 1, ALF ADDITION, AN ADDITION TO THE CITY OF SCOTTSBLUFF, SCOTTS BLUFF COUNTY, NEBRASKA, ACCORDING TO THE RECORDED PLAT THEREOF AND THE NORTH HALF OF THE SOUTHEAST QUARTER (N½SE¼) OF SECTION FIFTEEN, TOWNSHIP TWENTY-TWO (22) NORTH, RANGE FIFTY-FIVE (55) WEST OF THE 6TH P.M., SCOTTS BLUFF COUNTY, NEBRASKA AND PROVIDING FOR PUBLICATION IN PAMPHLET FORM.

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

Section 1. Frank Enterprises, Inc. has requested the following described real estate (the "Real Estate") be included within the corporate limits of the City of Scottsbluff:

Block 1, ALF ADDITION, an addition to the City of Scottsbluff, Scotts Bluff County, Nebraska, according to the recorded plat thereof.

And

North Half of the Southeast Quarter (N½SE¼) of Section Fifteen, Township Twenty two (22) North, Range Fifty five (55) West of the 6th P.M., Scotts Bluff County, Nebraska, EXCEPT those parts thereof conveyed to the State of Nebraska by condemnation recorded in Miscellaneous Book 25 on Page 610, by Warranty Deeds recorded in Deed Book 106 on Page 44, recorded in Deed Book 208 on Page 126, and recorded in Deed Book 183 on Page 736, all of the records of Scotts Bluff County, Nebraska; AND EXCEPT that part thereof platted as Block 1, FRIEDLAN SUBDIVISION, a subdivision of part of the N½SE¼ of Section 15, Township 22 North, Range 55 West of the 6th P.M., Scotts Bluff County, Nebraska, and recorded in Deed Book 207 on Page 267 on June 28, 1995.

Section 2. The Real Estate is contiguous or adjacent to the existing corporate limits of the City of Scottsbluff, is urban or suburban in character, and does not constitute agricultural land which is rural in character.

Section 3. The Real Estate is annexed to and included within the corporate limits of the City of Scottsbluff, as of the effective date of this Ordinance.

Section 4. Any map describing the corporate limits of the City of Scottsbluff is amended to provide for the addition of the Real Estate to the corporate limits of the City of Scottsbluff.

Section 5. Frank Enterprises, Inc. has waived the requirements of §16-120 of the Nebraska Statutes, which would otherwise require the City of Scottsbluff to provide to the Real Estate substantially the same services as are provided to other inhabitants of the City.

Section 6. All ordinances, parts of ordinances, resolutions and policies of the City of Scottsbluff in conflict with this Ordinance are repealed.

Section 7. This Ordinance shall become effective upon its passage, approval and publication shall be in pamphlet form.

PASSED AND APPROVED on _____, 2017.

Mayor

ATTEST:

City Clerk (Seal)

1. The Board of Directors shall have the authority to...

2. The Board of Directors shall have the authority to...

3. The Board of Directors shall have the authority to...

4. The Board of Directors shall have the authority to...

5. The Board of Directors shall have the authority to...

6. The Board of Directors shall have the authority to...

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11. The Board of Directors shall have the authority to...

12. The Board of Directors shall have the authority to...

13. The Board of Directors shall have the authority to...

14. The Board of Directors shall have the authority to...

15. The Board of Directors shall have the authority to...

Deputy City Attorney

Approved as to form:

City of Scottsbluff, Nebraska

Monday, April 17, 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 (second reading.)

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 17, 2017

Regular Meeting

Item Resolut.4

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

Staff Contact: Nathan Johnson, 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 17, 2017

Regular Meeting

Item Resolut.5

Council to consider an Ordinance Amendment adding language and requirements for 24 hour Daycare (third 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 17, 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