

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

**Regular Meeting**  
**April 1, 2019**  
**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. Closed Session
  - a) Council reserves the right to enter into closed session if deemed necessary if the item is on the agenda as per Section 84-1410 of the Nebraska Revised Statutes.
7. Consent Calendar: (Items in the consent calendar are proposed for adoption by one action for all items unless any member of the council requests that an item be considered separately.)
  - a) Approve the minutes of the March 18, 2019 Regular Meeting.
  - b) Council to set a Public Hearing for April 15, 2019 at 6:00 p.m. for the Redevelopment Plan by HVS, LLP and Original Equipment Co. dba Aulick Industries.
  - c) Council to approve the appointment of William Knapper to the Community Redevelopment Authority Board for a five year term.
  - d) Council to set a Public Hearing for April 15, 2019 at 6:15 p.m. to consider a Catering Endorsement to a Class Z Liquor License held by Great Plains Distillery, 213 W. Railway Street, Scottsbluff, NE.
8. Claims
  - a) Regular claims
9. Public Hearings:
  - a) Council to conduct a Public Hearing for this date at 6:00 p.m. to consider a Redevelopment Plan by 26 Group, LLC for the Fuel Station and Convenience Store Project.
10. Petitions, Communications, Public Input:

- a) Council to consider making a recommendation to the Nebraska Liquor License Commission regarding the appointment of Kevin Kelso as the manager of Big Bat's, LLC dba Big Bat's.
  - b) Council to consider making a recommendation to the Nebraska Liquor License Commission regarding the appointment of Nathan Maerk as the manager of Walmart Inc. dba Walmart 867.
  - c) Council to consider making a recommendation to the Nebraska Liquor License Commission regarding the appointment of Amanda Schaub as the manager of Benevolent Protective Order of Elks, dba B.P.O.E. Lodge 1367.
11. Bids & Awards:
- a) Council to consider awarding bid to 21st Century Equipment, LLC for a wide area rotary mower in the amount of \$51,500.00.
12. Resolution & Ordinances:
- a) Council to approve a Resolution regarding the Redevelopment Plan by 26 Group, LLC for the Fuel Station and Convenience Store Project.
  - b) Council to discuss and consider a Resolution establishing approval of the Preliminary Plans, Specifications, and Estimates (PS&E) for the Scottsbluff Monument Valley Pathway North Project.
13. Reports from Staff, Boards & Commissions:
- a) Council to discuss and consider action on City recycling efforts.
  - b) Council to receive a report on the Blizzard/Flooding conditions.
  - c) Council to consider approval of a License Agreement with the Scottsbluff Public School District for locating a tornado siren near Westmoor School.
  - d) Council to conduct the City Manager's annual evaluation.
14. Public Comments: The purpose of this agenda item is to allow for public comment of items for potential discussion at a future Council Meeting. Comments brought to the Council are for information only. The Council will not take any action on the item except for referring it to staff to address or placement on a future Council Agenda. This comment period will be limited to three (3) minutes per person
15. Council reports (informational only):
16. Scottsbluff Youth Council Representative report (informational only);
17. Adjournment.

# **City of Scottsbluff, Nebraska**

**Monday, April 1, 2019**

**Regular Meeting**

**Item Closed1**

**Council reserves the right to enter into closed session if deemed necessary if the item is on the agenda as per Section 84-1410 of the Nebraska Revised Statutes.**

**Staff Contact: City Council**

# **City of Scottsbluff, Nebraska**

**Monday, April 1, 2019**

**Regular Meeting**

## **Item Consent1**

**Approve the minutes of the March 18, 2019 Regular Meeting.**

**Staff Contact: City Council**



The Scottsbluff City Council met in a regular meeting on March 18, 2019 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 15, 2019, 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 15, 2019.

Mayor Gonzales presided and City Clerk Wright recorded the proceedings. The meeting was called to order and the Pledge of Allegiance was recited. Mayor Gonzales asked before proceeding that we keep our friends and family back east that experienced flooding in our thoughts and prayers. He then 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 who they are representing for the record. Mayor Gonzales 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: Raymond Gonzales, Scott Shaver, Jeanne McKerrigan, Nathan Green and Terry Schaub. Also present were City Manager Johnson and City Attorney Kent Hadenfeldt. Absent: None.

Mayor Gonzales asked if there were any changes to the agenda. Council Member Shaver asked that consent item 7c, approving the bid specs for the Police Tow Service three year contract be moved off of consent agenda. Council Member Shaver made the motion, seconded by Council Member Green "to move item 7c, approving the bid specs for the Police Tow service three year contract" off consent agenda to item 11b on the agenda," "YEAS," McKerrigan, Shaver, Green, Schaub, and Gonzales. "NAYS," None. Absent: None.

Mayor Gonzales 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 Schaub, seconded by Council Member McKerrigan that,

- a) "The minutes of the March 4, 2019 Regular Meeting be approved,"
- b) "A public hearing be set for April 1, 2019 at 6:00 p.m. for the Redevelopment Plan by 26 Group, LLC," "YEAS," Green, Schaub, Gonzales, and McKerrigan. "NAYS," Shaver. Absent: None.

Moved by Council Member Shaver, seconded by Mayor Gonzales, "that the following claims, be approved and paid as provided by law out of the respective funds designated in the list of claims dated March 18, 2019, as on file with the City Clerk and submitted to the City Council," "YEAS," Shaver, Gonzales, Schaub, McKerrigan, and Green. "NAYS," None. Absent: None.

Council Member Schaub asked Legal Counsel Hadenfeldt if he should have abstained due to his individual reimbursement claim being included in the list of claims; Mr. Hadenfeldt stated it is not a conflict for reimbursement according to policy, but we can do that if he would like to declare a conflict. Council Member Green made the motion, seconded by Mayor Gonzales, "to reconsider the claims," "YEAS," McKerrigan, Gonzales, Green, Shaver, and Schaub." "NAYS," None. Absent: None.

Council Member Schaub declared a conflict of interest regarding the claims and in particular reimbursement to him for expenses related to the League of Municipalities conference. Moved by Mayor Gonzales, seconded by Council Member Green “to accept Council Member Schaub’s conflict of interest regarding the claims and excuse him from voting,” “YEAS,” Gonzales, Green, McKerrigan, and Shaver. Abstain: Schaub. “NAYS,” None.

Moved by Council Member Green, seconded by Mayor Gonzales, “to approve all claims provided by law out of the respective funds designated in the list of claims dated March 18, 2018, except for Council Member Schaub’s individual reimbursement for \$273.39 to the League of Municipalities Conference,” “YEAS,” McKerrigan, Shaver, Green, Schaub, and Gonzales.” “NAYS,” None. Absent: None.

## CLAIMS

16TH EMPIRE,EMPLOYEE RECOGNITION DINNER,3218.4;200 SOUTH LINCOLN HOTEL LLC,HOTEL FOR MEETING WITH NEMA- MURPHY,94; AC ELECTRIC MOTOR SERVICE,CENTRAL GARAGE- OIL TRANSFER PUMP REPAIRS,199.59;ACTION COMMUNICATIONS INC.,EQUIP MAINT-PD,779.76;ADVANCE AUTO PARTS,CENTRAL GARAGE- ROTORS AND PADS,149.19;AIRGAS USA, LLC,WELDING TANK REFILLS,53.4; ALLO COMMUNICATIONS,LLC,LOCAL TELEPHONE CHARGES,4674.54;ANDREW KELLEY,STATE FIREFIGHTER 1 PRACTICAL EXAM,76; ANTHONY J MURPHY,NON-NATIONAL FIRE ACADEMY ADVANCED PAYMENT REQUEST,468; ASSURITY LIFE INSURANCE CO,EMPLOYEE PAID,32.95;AULICK LEASING CORP,GROUND MAINT PARK,1070.4;AUTOZONE STORES, INC,PARKS #319- ALTERNATOR,83.98;B & H INVESTMENTS, INC,CONTRACTUAL SVC,239.5;BLUFFS SANITARY SUPPLY INC.,JAN. SUP.,909.49; CAPITAL BUSINESS SYSTEMS INC.,CONT. SRVCS.,312.68; CARR- TRUMBULL LUMBER CO, INC.,GROUNDMAINT PARK,154.51;CELLCO PARTNERSHIP,CELL PHONES,263.18;CHRIS REYES,DEPT SUPP,460.62; CITY OF GERING,TRASH AND RECYCLING DISPOSAL FEB 2019,33002.53;CITY OF TORRINGTON,EMERGENCY MEDICAL TECHNICIAN CLASS- KELLEY & GILL,600;CLARK PRINTING LLC,DEPT SUPP REC,155.5;CLARKE MOSQUITO CONTROL PRODUCTS INC,HARNESS FOR MOSQUITO SPRAYER,229.5; COMPUTER CONNECTION INC,CONTRACTUAL-PD,44;CONSOLIDATED MANAGEMENT COMPANY,SCHOOLS & CONF-PD,178.1;CONTRACTORS MATERIALS INC.,SHRINK WRAP FOR SHOP,121.29; CORE & MAIN LP,METERS,519.06;CORNHUSKER MARRIOTT HOTEL,SCHOOL & CONF,660;CREDIT BUREAU OF COUNCIL BLUFFS,FEES - FEB. 2019,50; CREDIT MANAGEMENT SERVICES INC.,WAGE ATTACHMENT,412.98;CRESCENT ELECT. SUPPLY COMP INC,BLDG MAINT ADM,458;CRIMINAL ADDICTION INC,SCHOOLS & CONF-PD,900; CROELL INC,ECON. DEV. AGREEMENT,750775.76;CYNTHIA GREEN,DET SUPP,180.9;DALE'S TIRE & RETREADING, INC.,MOTOR GRADER FLAT REPAIR,79;DIVE RESCUE, INC,DIVE REGULATOR SET AND SCUBA SETS,6184;DUANE E. WOHLERS,HAULING RECYCLING TO DENVER COLORADO,1600; ENERGY LABORATORIES, INC,SAMPLES,135;FLOYD'S TRUCK CENTER, INC,ENGINE 1 OIL SEAL LEAK, COOLANT LEAK REPAIRS,2833.85;FUN EXPRESS, LLC,SPECIAL EVENT,151; FYR-TEK INC,PROTECTIVE HOODS FOR FIREFIGHTING,1475.09; GENERAL TRAFFIC CONTROLS, INC,NEW TRAFFIC SIGNAL CONTROLLER FOR S. BELT & AVE. I,19450;GRAY TELEVISION GROUP INC,CONTRACTUAL SVC,1390; HAWKINS, INC.,CHEMICALS,1911.49;HD SUPPLY FACILITIES MAINTENANCE LTD,DEPT SUP,1507.93; HOWTON, WILLIAM,SCHOOLS & CONF-PD,178;

HULLINGER GLASS & LOCKS INC.,DEPT SUPP PARK,22.5;HYDROTEX PARTNERS, LTD,TRANS STOCK- POWER KLEEN,671.02;IDEAL LAUNDRY AND CLEANERS, INC.,GROUNDMAINT PARK,1498.66;INGRAM LIBRARY SERVICES INC,BKS.,2228.34; INTERNAL REVENUE SERVICE,WITHHOLDINGS,57204.29;INTERNATIONAL PUBLIC MANAGEMENT ASSOCIATION-HR,TESTING MATERIALS - FIRE,193;INTERSTATE INDUSTRIAL SERVICE,CONTRACTUAL SVC,137.79;INTRALINKS, INC,CONTRACT SERVICES - FEB. 2019,3366.49; INVENTIVE WIRELESS OF NE, LLC,CONTRACTUAL,9.95; JOHN DEERE FINANCIAL,PARKS #397- BALL BEARINGS & WASHER,34.88; KNOW HOW LLC,PARKS #303- BATTERY,1078.62; KRIZ DAVIS,SUPP - BULBS,189.42; LEAGUE ASSOCIATION OF RISK MANAGEMENT,VEH. INS. - 2019 FORD FUSION - POLICE,361.34; LEXISNEXIS RISK DATA MANAGEMENT,CONSULTING-PD,200; MADISON NATIONAL LIFE,INSURANCE,1849.77; MASEK DISTRIBUTING INC,DEPT SUPP,3295; MASSIE ROYCE,SCHOOLS & CONF-PD,229; MATHESON TRI-GAS INC,RENT MACHINES,98.74; MENARDS, INC,SCOOP SHOVELS & LIGHT BULBS FOR SHOP,966.18;MIDLANDS NEWSPAPERS, INC,LEGAL PUBLISHING,1030.69; MUNIMETRIX SYSTEMS CORP,IMAGESILO - FEBRUARY 2019,39.99; NE CEMETERY ASSOC.,MEMBERSHIP,40; NE CHILD SUPPORT PAYMENT CENTER,NE CHILD SUPPORT PYBLE,1350.55; NE DEPT OF MOTOR VEHICLES,LEGAL FEES-PD,6.6; NE DEPT OF REVENUE,WITHHOLDINGS,18278.75;NELIBRARY ASSOC,MBRSHIP.,280;NEBRASKA RURAL WATER ASSOCIATION,SCHOOLS & CONF,375;NEBRASKA MACHINERY CO,REPLACED RELAY ON UNIT 831,557.07; NEBRASKA SALT AND GRAIN CO,1 LOAD ICE SLICER,4419.82; NETWORKFLEET,INC,GPS SERVICE,356.2;NEWMAN, TIMOTHY,TRAVEL FOR TRAINING,385; NORTHWEST PIPE FITTINGS, INC. OF SCOTTSBLUFF,BLDG MAINT PARK,0.09; OCLC ONLINE COMPUTER LIBRARY CENTER, INC,CONT. SRVCS.,364.49; ONE CALL CONCEPTS, INC,CONTRACTUAL,33.41; PANHANDLE COOPERATIVE ASSOCIATION,FLEET OTHER FUEL,13745.51; PANHANDLE ENVIRONMENTAL SERVICES INC,SAMPLES,60; PANHANDLE GEOTECHNICAL & ENVIRONMENTAL INC,CONTRACTUAL SVC,1000; PLATTE VALLEY BANK,HEALTH SAVINGS ACCOUNT,10139.26;POLYDYNE INC,CHEMICALS,5379.93; POSTMASTER,POSTAGE,832.17;QUILL CORPORATION,DEPT/INVEST SUPPL-PD,444.48; RADA, ZACKARY,SCHOOLS & CONF-PD,178;REGIONAL CARE INC,CLAIMS,36936.26; REGIONAL WEST PHYSICIANS CLINIC,CONSULTING-PD,171.75; REGISTER OF DEEDS,LEGAL,20;RON'S TOWING,TOW SERVICE-PD,175; S M E C,EMPOLOYEE DEDUCTION,156.5;SAFARILAND,LLC,SCHOOLS & CONF-PD,895;SANDBERG IMPLEMENT, INC,EQUIP MAINT PARK,555.67; SCB FIREFIGHTERS UNION LOCAL 1454,FIRE EE DUES,225; SCOTTSBLUFF POLICE OFFICERS ASSOCIATION,POLICE EE DUES,576; SCOTTSBLUFF SCREENPRINTING & EMBROIDERY, LLC,UNIFORMS-PD,22; SHERIFF'S OFFICE,LEGAL FEES-PD,253.36; SIMMONS OLSEN LAW FIRM, P.C.,CONTRACTUAL,16454.29; SIMON CONTRACTORS,SAND FOR ICE SLICER,128.75; SNELL SERVICES INC.,BLDG. MAIN.,1537.1; SONNY'S TOWING,TOW SERVICE-PD,855; STANDS ALEX,SCHOOLS & CONF-PD,178; SUPERIOR SIGNALS, INC,TRANS- STOCK LIGHTS,511.64; TERRY SCHAUB,LEAGUE WINTER CONF. EXPENSE,273.39;TEXAS PNEUDRAULIC INC,ES #812- LOWER LINK, BUSHING AND SHAFT COLLAR,664.98;TRANS IOWA EQUIPMENT LLC,TRANS #449- RELAYS AND BLADES,68.63;TWIN CITY AUTO, INC,CUTTING EDGES FOR SNOW PLOWS,1169.56;TYRELL GILL,STATE FIREFIGHTER 1 PRACTICAL EXAM,76;UNION BANK & TRUST,RETIREMENT,37594.79; UNIQUE MANAGEMENT SERVICES, INC,CONT. SRVCS.,80.55;

UNITED STATES WELDING,WELD. SUPP - OXYGEN,95.89; WESTERN NE COMMUNITY COLLEGE,DEPT SUP,102; WESTERN NEBRASKA HUMAN RESOURCE MANAGEMENT,2019 HR CONFERENCE REGISTRATION,80;WESTERN PATHOLOGY CONSULTANTS, INC,RANDOM SCREENINGS - FEB. 2019,209;WESTERN TRAVEL TERMINAL, LLC,VEH MAINT-PD,300; WOODS & AITKEN LLP,PROF.SERVICES - IBEW LOCAL NO. 1597,383.5; WYOMING CHILD SUPPORT ENFORCEMENT,CHILD SUPPORT,738.08; YOUNG MEN'S CHRISTIAN ASSOCIATION OF SCOTTSBLUFF, NE,YMCA,753; REFUNDS; JESSI OJEDA, 13.65; DIANA AGUILAR, 19.90; TARA CARTER, 25.36; CINNDY L PLUMMER, 139.80; RON STRACHAN, 11.24.

Moved by Council Member Green, seconded by Mayor Gonzales, "to approve Council Member Schaub's individual item of reimbursement for expenses to the League of Municipalities conference," "YEAS," Shaver, Gonzales, McKerrigan, and Green. "NAYS," None. Abstain: Schaub.

Regarding refunding payment in error to Black Hills Energy in the amount of \$135,839.98, City Manager Johnson explained this is due to the franchise fee being doubled; for auditing purposes the City is refunding the entire payment and asking Black Hills Energy to resubmit. Staff is recommending approval of refunding this payment. Council Member Schaub made the motion, seconded by Council Member McKerrigan, "to refund payment in error to Black Hills Energy in the amount of \$135,839.98," "YEAS," Schaub, McKerrigan, Gonzales, Green, and Shaver. "NAYS," None. Absent: None.

Mr. Johnson presented the February 2019 financial report noting that NPPD Lease Payments are monthly at this point, police patrol cars, which are budgeted CIP items, have been purchased, and we are continuing to work with Baker & Associates regarding the 23 Club. He also commented we are coming up to the halfway point of the fiscal year at the end of March. Council Member Shaver asked why the police patrol cars were not put out for bid, with Mr. Johnson explaining they fall under the bid threshold.

Ms. Susan Wiedeman, with Panhandle Cooperative Association, was present to answer questions regarding the issuance of a Special Designated Liquor License they are applying for involving a donor reception to be held at the Scottsbluff Lied Public Library on May 9, 2019 from 4:00 p.m. to 9:00 p.m. Ms. Wiedeman explained the event hours on the license are listed as 4:00 p.m. to 9:00 p.m., but will be more along the lines of 5:00 p.m. to 7:00 p.m., stating the difference in hours is due to setting and cleaning up. Council Member Shaver asked if any minors would be at the event. Ms. Wiedeman stated not at the donor reception, but if there is a question they will ask for identification. Police Chief Spencer also stated he has no concerns, as Panhandle Coop has catered numerous receptions without incident. Council Member Schaub made the motion seconded by Council Member McKerrigan, "to approve the issuance of a special designated liquor license for Panhandle Cooperative Association and Scottsbluff Lied Public Library to serve wine and beer at a Library Foundation reception on May 9, 2019 from 4:00 p.m. to 9:00 p.m.," "YEAS," Gonzales, Green, McKerrigan, Shaver, and Schaub, "NAYS," None. Absent: None.

Regarding the bids for the compact backhoe/loader-tool carrier, Mr. Johnson explained the budgeted amount for this equipment from the cemetery fund was \$60,000.00 and with the amount being over the bid threshold had to go out for bids. Two companies' submitted bids - Ron's Equipment Company for \$59,845.00 and Murphy Tractor for \$77,500.00. Staff reviewed the bids, recommending Ron's Equipment Company. Council Member McKerrigan made the motion, seconded by Council Member Schaub, "to award the bid for the compact backhoe/loader-tool carrier to Ron's Equipment Company for \$59,845.00," "YEAS," McKerrigan, Shaver, Green, Schaub, and Gonzales. "NAYS," None. Absent: None.

Mr. Johnson explained we did not receive any bids for the Police Tow Service Contract and because of this are trying to solicit bids by the end of the month; reviewing by April 1<sup>st</sup> since that is when the current contract expires. Council Member Shaver explained, by moving this item from consent agenda, he was just trying to clarify since we had just done this previously. Council Member Shaver made the motion, seconded by Council Member McKerrigan, "to approve the bid specifications for the police Tow Service three year contract and authorize the city clerk to advertise for bids to be received until filled," "YEAS," Green, Schaub, Shaver, Gonzales, and McKerrigan. "NAYS," None. Absent: None.

Regarding the agenda item to discuss the dog park, City Manager Johnson informed Council that this was at the request of Council Member Shaver and turned discussion over to him. Council Member Shaver explained his reason to have it on the agenda is because we have a dog park and a leash law in the City of Scottsbluff, but there are no signs guiding people to the park or that we have a leash law. He questioned the location of the dog park, asking if we should have another one located centrally in town to be more accessible to the public, also stating the current location contains gravel and sand and is hard to get to sometimes because of mud.

Mr. Stacey Fischer and Mr. Kevin Strauch, President and Vice President of Common Grounds Dog Park Committee approached Council to address these issues. They would like the opportunity to help with another park, as Council deems necessary, stating the current dog park gets used a great deal, but it does have concerns such as fencing issues, a small entrance, and gravel not being good for the dog's paws. They agreed having two locations adds more options, especially if the current park has flooding issues.

Council Member Shaver suggested portioning off one of the City's parks, which is not utilized, to use as a possible location because it has grass, commenting there could be other locations and options as well; he would just like to see the area fenced and signs directing people to it. After discussion, Mr. Johnson stated we could have staff work with the dog park committee and come back at budget workshop with Council Member Shaver asking to have a couple options to discuss as well.

Concerning removing from the table the bid specifications for a new or demo refuse truck, Council Member Shaver questioned this item, adding he does not know what we are going to do with the landfill or other options, stating this is premature. City Manager Johnson explained this was brought forward because we did not replace a truck last year and we have fleet that is breaking down; staff needs to be safe and have reliable equipment.

Council Member Green commented we would have bids out there that we would not have any intention of doing anything with, comparing it to the privatization. Mayor Gonzales stated that Council needs to remove from the table before discussing this item and made a motion, seconded by Council Member Schaub, "to remove from the table approving bid specifications for a new or demo refuse truck," "YEAS," Shaver, Gonzales, Schaub, McKerrigan, and Green. "NAYS," None. Absent: None.

Mr. Johnson explained to Council that the new or demo refuse truck is a budgeted CIP item for \$240,000.00 through the Environmental Services Fund, replacing an obsolete truck. The last time we replaced a truck was two years ago and the oldest truck (1996) would be replaced because it is used for parts only and is not operational. Mr. Mark Bohl, Public Works Director, explained we do not have a truck for back up and if a truck broke down the route could not be done; by purchasing the new truck it would move the next oldest truck to become the back up if needed. Council Member Schaub made the motion, seconded by Council Member McKerrigan, "to approve bid specifications for a new or demo refuse truck and authorize the city clerk to advertise for bids to be received by April 9, 2019 at 10:00 a.m.," "YEAS," Schaub, McKerrigan, Gonzales, Green, and Shaver. "NAYS," None. Absent: None.

Fire Chief Tom Schingle, approached Council and shared the Annual Fire Report, briefly going over the statutory requirement for fire reporting which includes; the number of calls, number of personnel, and category of calls. The report also includes the core values and mission statement, the

history and also states the fire department is one hundred percent career firefighters with no volunteers. Council Member Shaver asked if that is the direction the Fire Department is going by not having volunteers. Fire Chief Schingle stated at this time they have not had discussion of bringing the volunteers back, but are thinking about different options such as an intern program or part timers.

Mr. Schingle went on to state they have a very good response time of less than five minutes for most calls and have a good partnership with surrounding departments. Property losses are fairly minimal with a good fire loss to save ratio. The Public Protection Classification rating is 3 and their goal is to get that lower to help with insurance rates.

Council Member Green asked if there is any area of town that has more calls and if we can do more public awareness. Mr. Schingle stated they currently have public education with more than 1000 people coming to the fire department since the month of October and are doing public service announcements. As far as a certain part of town seeing more activity, there is no pattern for a particular area.

Council Member Green also asked about aging equipment, with Mr. Schingle acknowledging there is equipment that needs to be replaced. Mr. Johnson added one of the goals brought forth for Mr. Schingle was to come up with a CIP budget that broadcasts out not only short term goals, but long term as well.

Council Member Shaver asked what our role is in EMS. Mr. Schingle stated the Fire Department's role is to be the first there to start patient care; helping with the transition to the ambulance, offering basic life-support if needed.

Dr. Thomas Perkins, Chairman with the Civil Service Commission informed Council that the Commission is very impressed with Fire Chief Schingle and the Fire Department, commenting the work they do is very dangerous as they protect the lives of this community; stating is he is very proud of the Police and Fire Departments we have.

Regarding the Administrative and Operational Administrative Agreement for Hazardous Materials Response Services, Fire Chief Schingle explained to Council it has undergone some changes, the most notable being the refresher training hours. The changed agreement states the forty hours of training can now be accumulated in a five year period and the changes require the agreement to be resigned and also to be looked at again in September of this year. Council Member Schaub, seconded by Council Member McKerrigan made the motion, "to approve the Administrative and Operational Agreement for Hazardous Materials Response Services between the State of Nebraska, Acting by and through the Nebraska Emergency Management Agency and Scottsbluff Fire Department and authorize the Mayor to execute the Agreement," "YEAS," Gonzales, Green, McKerrigan, Shaver, and Schaub. "NAYS," None. Absent: None.

Ms. Starr Lehl, Economic Development Director went over the 11 applications received for the East Overland Façade Improvement Program. Ms. Lehl explained the total grant requests amount to \$70,691.24 and the matching amount the property owners are adding is \$174,876.00; stating we are getting a huge return on our investment. She stated the applications were taken to the Community Redevelopment Authority (CRA) on March 6<sup>th</sup>, with all applicants being interviewed and all were approved unanimously.

Council Member Shaver asked if we could use tax money to give to a nonprofit, with Legal Counsel Hadenfeldt stating that is not a problem. He also questioned if one person could get \$20,000.00 for two properties. Mr. Johnson stated it is not written in the policy and the CRA did not have a problem concerning this, with Council Member McKerrigan stating it is two different projects. Council Member Green questioned whether property values exceed the grant matches. Ms. Joanne Phillips, Vice Chairman of the CRA stated the property owners are investing more than we are giving and because of this are making their façades more pleasing.

Council Member Shaver questioned if the work could be used for internal expenses. Mr. Robert Franco, CRA member, commented they can use the funding for internal improvements to help increase the value; stating they are exceeding what they are given and we are seeing much improvement to that area. Mr. Johnson, clarified by reading the guidelines of the program approved on January 22, 2019; it

states the matching funds can be spent on the exterior or interior of the property. Council Member McKerrigan made the motion, seconded by Council Member Schaub, “to approve the East Overland Façade Improvement Program Applications,” “YEAS,” Green, Schaub, Shaver, Gonzales, and McKerrigan. “NAYS,” None. Absent: None.

Mayor Gonzales reminded Council last year he asked about getting a sign installed on Broadway at 14<sup>th</sup> Street to direct people to East Overland. Mr. Johnson stated if it is the will of Council it would not be a problem to do this. Council Member Schaub asked if the street department could make the sign, with Public Works Director Mark Bohl stating yes, it can be done. Mayor Gonzales made the motion, seconded by Council Member Schaub, “to direct the City Manager and staff to put up signage directing traffic to East Overland,” “YEAS,” Shaver, Gonzales, Schaub, McKerrigan, and Green. “NAYS,” None. Absent: None.

Regarding the remaining budget allocation for East Overland, Economic Development Director Starr Lehl informed Council there is a little over \$29,000.00 left and the CRA has unanimously voted to open up applications again for the East Overland Façade Improvement Program, to end on April 1, 2019. Ms. Lehl stated the reason for doing this is after the deadline for the applications, she received four phone calls asking if they could still apply. Council Member Green asked if we could use the remaining money as a way to stimulate business on East Overland; using it in a different way than what we are doing currently, suggesting we could entice businesses to come to our community by offering incentives to them. Ms. Lehl stated East Overland is in an Opportunity Zone and because of this hopes a developer will come forward to redevelop housing or business. Council Member McKerrigan made the motion, seconded by Council Member Schaub, “to extend the deadline for the East Overland Façade Improvement allocation until April 1, 2019,” “YEAS,” Schaub, McKerrigan, Gonzales, and Green. “NAYS,” Shaver. Absent: None.

Under public comments, Ms. Joanne Phillips asked about recycling comments made at the last council meeting. She addressed Council Member Shaver with questions, but he could not answer due to this being only for public comments. She commented that we not stop the recycling program because the investment is worth the return.

Under Council Reports, Mayor Gonzales stated that PADD and the Regional Governance meetings were cancelled due to the storm and are being rescheduled. Council Member Shaver added the 911 committee meeting is Tuesday and a possible PAWS meeting will be on Thursday. Council Member McKerrigan stated the Senior Center met last week and they are grateful their lot is getting cleaned. The Tri Active Living Committee met Monday and are getting their bike stations set up; they are preparing for the Tour De Nebraska Race this summer, with the Senior Center selling pies at one of the pit stops for a fund raiser. Council Member Schaub gave kudos to City staff for their efforts cleaning snow.

Council Member Schaub, seconded by Mayor Gonzales made the motion,” to adjourn the meeting at 7:29 p.m.,” “YEAS,” Gonzales, Green, McKerrigan, Shaver, and Schaub. “NAYS,” None. Absent: None.

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Mayor

Attest:

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City Clerk  
“SEAL”





# **City of Scottsbluff, Nebraska**

**Monday, April 1, 2019**

**Regular Meeting**

## **Item Consent2**

**Council to set a Public Hearing for April 15, 2019 at 6:00 p.m. for the Redevelopment Plan by HVS, LLP and Original Equipment Co. dba Aulick Industries.**

**Staff Contact: City Council**

# **City of Scottsbluff, Nebraska**

**Monday, April 1, 2019**

**Regular Meeting**

## **Item Consent3**

**Council to approve the appointment of William Knapper to the Community Redevelopment Authority Board for a five year term.**

**Staff Contact: Starr Lehl, Economic Development Director**

# **City of Scottsbluff, Nebraska**

**Monday, April 1, 2019**

**Regular Meeting**

## **Item Consent4**

**Council to set a Public Hearing for April 15, 2019 at 6:15 p.m. to consider a Catering Endorsement to a Class Z Liquor License held by Great Plains Distillery, 213 W. Railway Street, Scottsbluff, NE.**

**Staff Contact: City Council**

# **City of Scottsbluff, Nebraska**

**Monday, April 1, 2019**

**Regular Meeting**

## **Item Claims1**

### **Regular claims**

**Staff Contact: Liz Hilyard, Finance Director**



## Expense Approval Report

By Vendor Name

Post Dates 03/19/2019 - 04/01/2019

Description (Payable)	Account Name	(None)	(None)	(None)	Amount
<b>Vendor: 08464 - 911 CUSTOM, LLC</b>					
<b>Fund: 218 - PUBLIC SAFETY</b>					
CIP-PO-UNMARKED CAR	EQUIPMENT				750.00
<b>Fund 218 - PUBLIC SAFETY Total:</b>					<b>750.00</b>
<b>Vendor 08464 - 911 CUSTOM, LLC Total:</b>					<b>750.00</b>
<b>Vendor: 09702 - AC ELECTRIC MOTOR SERVICE</b>					
<b>Fund: 725 - CENTRAL GARAGE</b>					
CENTRAL GARAGE- REPAIRS TO...	DEPARTMENT SUPPLIES				199.59
<b>Fund 725 - CENTRAL GARAGE Total:</b>					<b>199.59</b>
<b>Vendor 09702 - AC ELECTRIC MOTOR SERVICE Total:</b>					<b>199.59</b>
<b>Vendor: 02583 - ADVANCE AUTO PARTS</b>					
<b>Fund: 631 - WASTEWATER</b>					
VEH MAINT	VEHICLE MAINTENANCE				89.77
<b>Fund 631 - WASTEWATER Total:</b>					<b>89.77</b>
<b>Fund: 725 - CENTRAL GARAGE</b>					
CENTRAL GARAGE- OIL FILTER	EQUIPMENT MAINTENANCE				2.80
CENTRAL GARAGE- OIL AND AIR...	EQUIPMENT MAINTENANCE				12.76
POLICE #26- OIL AND AIR FILTER	EQUIPMENT MAINTENANCE				12.76
POLICE #14- OIL AND AIR FILTER	EQUIPMENT MAINTENANCE				12.11
CENTRAL GARAGE- OIL AND AIR...	EQUIPMENT MAINTENANCE				12.10
WATER #42- OIL AND AIR FILTER	EQUIPMENT MAINTENANCE				12.95
ES STOCK- DEF FLUID	OIL & ANTIFREEZE				170.00
TRANS STOCK- DEF	EQUIPMENT MAINTENANCE				51.00
POLICE #26- SPARK PLUGS & CO...	EQUIPMENT MAINTENANCE				61.68
POLICE #26- THERMOSTAT & W...	EQUIPMENT MAINTENANCE				15.98
POLICE #26- SERP BELT	EQUIPMENT MAINTENANCE				21.77
WW #950- OIL FILTER	EQUIPMENT MAINTENANCE				10.15
POLICE #6- OIL AND AIR FILTER	EQUIPMENT MAINTENANCE				8.82
POLICE #6- BRAKE PADS AND R...	EQUIPMENT MAINTENANCE				270.68
WATER #038- OIL FILTER	EQUIPMENT MAINTENANCE				3.07
POLICE CAR #8- RETURNED 1 W...	EQUIPMENT MAINTENANCE				-12.72
CENTRAL GARAGE- RETURNED ...	EQUIPMENT MAINTENANCE				-12.10
<b>Fund 725 - CENTRAL GARAGE Total:</b>					<b>653.81</b>
<b>Vendor 02583 - ADVANCE AUTO PARTS Total:</b>					<b>743.58</b>
<b>Vendor: 03711 - AMAZON.COM HEADQUARTERS</b>					
<b>Fund: 111 - GENERAL</b>					
Misc.	DEPARTMENT SUPPLIES				174.90
Misc.	AUDIOVISUAL SUPPLIES				154.38
Misc.	BOOKS				386.79
Misc.	PROGRAMMING				161.16
<b>Fund 111 - GENERAL Total:</b>					<b>877.23</b>
<b>Vendor 03711 - AMAZON.COM HEADQUARTERS Total:</b>					<b>877.23</b>
<b>Vendor: 01986 - AULICK LEASING CORP</b>					
<b>Fund: 111 - GENERAL</b>					
GROUND MAINT PARK	GROUPS MAINTENANCE				528.20
GROUND MAINT PK	GROUPS MAINTENANCE				527.00
<b>Fund 111 - GENERAL Total:</b>					<b>1,055.20</b>
<b>Vendor 01986 - AULICK LEASING CORP Total:</b>					<b>1,055.20</b>
<b>Vendor: 04575 - AUTOZONE STORES, INC</b>					
<b>Fund: 111 - GENERAL</b>					
DIESEL EXHAUST FLUID	DEPARTMENT SUPPLIES				50.00

## Expense Approval Report

Post Dates: 03/19/2019 - 04/01/2019

Description (Payable)	Account Name	(None)	(None)	(None)	Amount
DEPT SUPP PARK	DEPARTMENT SUPPLIES				32.36
				<b>Fund 111 - GENERAL Total:</b>	<b>82.36</b>
				<b>Vendor 04575 - AUTOZONE STORES, INC Total:</b>	<b>82.36</b>
<b>Vendor: 00295 - B &amp; H INVESTMENTS, INC</b>					
<b>Fund: 111 - GENERAL</b>					
Dep. sup. - LIBRARY	DEPARTMENT SUPPLIES				40.50
				<b>Fund 111 - GENERAL Total:</b>	<b>40.50</b>
				<b>Vendor 00295 - B &amp; H INVESTMENTS, INC Total:</b>	<b>40.50</b>
<b>Vendor: 09716 - BLACK HILLS GAS DISTRIBUTION LLC</b>					
<b>Fund: 111 - GENERAL</b>					
REIMBURSEMENT - FRANCHISE ...	FRANCHISE TAX				135,839.98
Monthly Energy Bill	HEATING FUEL				472.76
Monthly Energy Bill	HEATING FUEL				431.68
Monthly Energy Bill	HEATING FUEL				431.69
Monthly Energy Bill	HEATING FUEL				170.07
Monthly Energy Bill	HEATING FUEL				498.40
Monthly Energy Bill	HEATING FUEL				692.53
Monthly Energy Bill	HEATING FUEL				117.35
				<b>Fund 111 - GENERAL Total:</b>	<b>138,654.46</b>
<b>Fund: 212 - TRANSPORTATION</b>					
Monthly Energy Bill	HEATING FUEL				2,093.32
				<b>Fund 212 - TRANSPORTATION Total:</b>	<b>2,093.32</b>
<b>Fund: 621 - ENVIRONMENTAL SERVICES</b>					
Monthly Energy Bill	HEATING FUEL				536.56
				<b>Fund 621 - ENVIRONMENTAL SERVICES Total:</b>	<b>536.56</b>
<b>Fund: 641 - WATER</b>					
Monthly Energy Bill	HEATING FUEL				132.99
				<b>Fund 641 - WATER Total:</b>	<b>132.99</b>
<b>Fund: 725 - CENTRAL GARAGE</b>					
Monthly Energy Bill	HEATING FUEL				298.37
				<b>Fund 725 - CENTRAL GARAGE Total:</b>	<b>298.37</b>
				<b>Vendor 09716 - BLACK HILLS GAS DISTRIBUTION LLC Total:</b>	<b>141,715.70</b>
<b>Vendor: 00405 - BLUFFS SANITARY SUPPLY INC.</b>					
<b>Fund: 111 - GENERAL</b>					
DEPT SUPP ADM	DEPARTMENT SUPPLIES				127.90
				<b>Fund 111 - GENERAL Total:</b>	<b>127.90</b>
<b>Fund: 212 - TRANSPORTATION</b>					
SUPP - WINDOW CLEANER	DEPARTMENT SUPPLIES				151.68
				<b>Fund 212 - TRANSPORTATION Total:</b>	<b>151.68</b>
				<b>Vendor 00405 - BLUFFS SANITARY SUPPLY INC. Total:</b>	<b>279.58</b>
<b>Vendor: 10031 - BPS TACTICAL INC</b>					
<b>Fund: 111 - GENERAL</b>					
EQUIP MAINT-PD	EQUIPMENT MAINTENANCE				483.00
				<b>Fund 111 - GENERAL Total:</b>	<b>483.00</b>
				<b>Vendor 10031 - BPS TACTICAL INC Total:</b>	<b>483.00</b>
<b>Vendor: 07911 - CELLCO PARTNERSHIP</b>					
<b>Fund: 111 - GENERAL</b>					
MURPHY CELLULAR PHONE AND..	CELLULAR PHONE				265.88
MOBILE CMD WIFI	TELEPHONE				43.53
CELL PHONES-PD	TELEPHONE				1,124.70
				<b>Fund 111 - GENERAL Total:</b>	<b>1,434.11</b>
				<b>Vendor 07911 - CELLCO PARTNERSHIP Total:</b>	<b>1,434.11</b>

## Expense Approval Report

Post Dates: 03/19/2019 - 04/01/2019

Description (Payable)	Account Name	(None)	(None)	(None)	Amount
<b>Vendor: 07376 - CHRIS BURBACH</b>					
<b>Fund: 111 - GENERAL</b>					
CLERK INSTITUTE/ACADEMY - E...	SCHOOL & CONFERENCE				434.36
				<b>Fund 111 - GENERAL Total:</b>	<b>434.36</b>
				<b>Vendor 07376 - CHRIS BURBACH Total:</b>	<b>434.36</b>
<b>Vendor: 02396 - CITIBANK N.A.</b>					
<b>Fund: 111 - GENERAL</b>					
SHIP TURNOUT GEAR FOR REPA...	POSTAGE				18.56
DEPT SUPP PARK	DEPARTMENT SUPPLIES				149.98
DEPT SUPP PARK	DEPARTMENT SUPPLIES				148.49
DEPT SUPPL-PD	DEPARTMENT SUPPLIES				169.99
OFFICE SUPPLIES- MURPHY	DEPARTMENT SUPPLIES				50.56
INVEST SUPPL-PD	INVESTIGATIVE EXPENSES				76.58
POSTAGE-PD	POSTAGE				-5.04
				<b>Fund 111 - GENERAL Total:</b>	<b>609.12</b>
<b>Fund: 212 - TRANSPORTATION</b>					
SUPP - P.TOWELS, CORDLESS P...	DEPARTMENT SUPPLIES				112.96
				<b>Fund 212 - TRANSPORTATION Total:</b>	<b>112.96</b>
<b>Fund: 631 - WASTEWATER</b>					
DEPT SUP	DEPARTMENT SUPPLIES				49.29
DEPT SUP	DEPARTMENT SUPPLIES				165.98
				<b>Fund 631 - WASTEWATER Total:</b>	<b>215.27</b>
				<b>Vendor 02396 - CITIBANK N.A. Total:</b>	<b>937.35</b>
<b>Vendor: 05859 - CITIBANK, N.A.</b>					
<b>Fund: 111 - GENERAL</b>					
SUPPLIES FOR ROOF PROP	DEPARTMENT SUPPLIES				114.23
HARDWARE FOR ROOF PROP	DEPARTMENT SUPPLIES				92.86
BOLTS FOR ROOF PROP	DEPARTMENT SUPPLIES				3.47
DEPT SUPP PARK	DEPARTMENT SUPPLIES				99.00
				<b>Fund 111 - GENERAL Total:</b>	<b>309.56</b>
				<b>Vendor 05859 - CITIBANK, N.A. Total:</b>	<b>309.56</b>
<b>Vendor: 00367 - CITY OF SCB</b>					
<b>Fund: 111 - GENERAL</b>					
PETTY CASH	GASOLINE				25.00
				<b>Fund 111 - GENERAL Total:</b>	<b>25.00</b>
<b>Fund: 641 - WATER</b>					
PETTY CASH	EQUIPMENT MAINTENANCE				7.39
				<b>Fund 641 - WATER Total:</b>	<b>7.39</b>
				<b>Vendor 00367 - CITY OF SCB Total:</b>	<b>32.39</b>
<b>Vendor: 01976 - CLARK PRINTING LLC</b>					
<b>Fund: 111 - GENERAL</b>					
DEPT SUPPL-PD	DEPARTMENT SUPPLIES				958.56
				<b>Fund 111 - GENERAL Total:</b>	<b>958.56</b>
				<b>Vendor 01976 - CLARK PRINTING LLC Total:</b>	<b>958.56</b>
<b>Vendor: 10028 - CLARKE MOSQUITO CONTROL PRODUCTS INC</b>					
<b>Fund: 212 - TRANSPORTATION</b>					
CABLE FOR MOSQUITO FOGGER	EQUIPMENT MAINTENANCE				114.70
				<b>Fund 212 - TRANSPORTATION Total:</b>	<b>114.70</b>
				<b>Vendor 10028 - CLARKE MOSQUITO CONTROL PRODUCTS INC Total:</b>	<b>114.70</b>
<b>Vendor: 01957 - CODY ENLOW</b>					
<b>Fund: 111 - GENERAL</b>					
SCHOOLS & CONF-PD	SCHOOL & CONFERENCE				95.00
				<b>Fund 111 - GENERAL Total:</b>	<b>95.00</b>
				<b>Vendor 01957 - CODY ENLOW Total:</b>	<b>95.00</b>

## Expense Approval Report

Post Dates: 03/19/2019 - 04/01/2019

Description (Payable)	Account Name	(None)	(None)	(None)	Amount
<b>Vendor: 10013 - COLE TOOL DISTRIBUTORSLLC</b>					
<b>Fund: 725 - CENTRAL GARAGE</b>					
CENTRAL GARAGE- RADIATOR ...	DEPARTMENT SUPPLIES				34.95
<b>Fund 725 - CENTRAL GARAGE Total:</b>					<b>34.95</b>
<b>Vendor 10013 - COLE TOOL DISTRIBUTORSLLC Total:</b>					<b>34.95</b>
<b>Vendor: 03010 - COLONIAL LIFE &amp; ACCIDENT INSURANCE COMPANY</b>					
<b>Fund: 713 - CASH &amp; INVESTMENT POOL</b>					
INSURANCE	LIFE INS EE PAYABLE				22.75
INSURANCE	DIS INC INS EE PAYABLE				25.95
<b>Fund 713 - CASH &amp; INVESTMENT POOL Total:</b>					<b>48.70</b>
<b>Vendor 03010 - COLONIAL LIFE &amp; ACCIDENT INSURANCE COMPANY Total:</b>					<b>48.70</b>
<b>Vendor: 02995 - CONSOLIDATED MANAGEMENT COMPANY</b>					
<b>Fund: 111 - GENERAL</b>					
SCHOOLS & CONF-PD	SCHOOL & CONFERENCE				76.19
SCHOOLS & CONF-PD	SCHOOL & CONFERENCE				97.36
<b>Fund 111 - GENERAL Total:</b>					<b>173.55</b>
<b>Vendor 02995 - CONSOLIDATED MANAGEMENT COMPANY Total:</b>					<b>173.55</b>
<b>Vendor: 00267 - CONTRACTORS MATERIALS INC.</b>					
<b>Fund: 212 - TRANSPORTATION</b>					
SUPP - SHOVEL HANDLES	DEPARTMENT SUPPLIES				94.08
SUPP - SHOVEL HANDLES	DEPARTMENT SUPPLIES				23.52
<b>Fund 212 - TRANSPORTATION Total:</b>					<b>117.60</b>
<b>Fund: 213 - CEMETERY</b>					
DEPT SUPP CEM	DEPARTMENT SUPPLIES				97.51
<b>Fund 213 - CEMETERY Total:</b>					<b>97.51</b>
<b>Vendor 00267 - CONTRACTORS MATERIALS INC. Total:</b>					<b>215.11</b>
<b>Vendor: 00714 - COZY, INC</b>					
<b>Fund: 218 - PUBLIC SAFETY</b>					
CIP-PO-HUMANE VEHICLE	EQUIPMENT				350.00
<b>Fund 218 - PUBLIC SAFETY Total:</b>					<b>350.00</b>
<b>Vendor 00714 - COZY, INC Total:</b>					<b>350.00</b>
<b>Vendor: 06564 - CREDIT MANAGEMENT SERVICES INC.</b>					
<b>Fund: 713 - CASH &amp; INVESTMENT POOL</b>					
WAGE ATTACHMENT	WAGE ATTACHMENT EE PAY				218.06
WAGE ATTACHMENT	WAGE ATTACHMENT EE PAY				194.92
<b>Fund 713 - CASH &amp; INVESTMENT POOL Total:</b>					<b>412.98</b>
<b>Vendor 06564 - CREDIT MANAGEMENT SERVICES INC. Total:</b>					<b>412.98</b>
<b>Vendor: 07689 - CYNTHIA GREEN</b>					
<b>Fund: 111 - GENERAL</b>					
Dep. sup.	DEPARTMENT SUPPLIES				38.00
DEPT SUPP	DEPARTMENT SUPPLIES				292.98
<b>Fund 111 - GENERAL Total:</b>					<b>330.98</b>
<b>Vendor 07689 - CYNTHIA GREEN Total:</b>					<b>330.98</b>
<b>Vendor: 03321 - DALE'S TIRE &amp; RETREADING, INC.</b>					
<b>Fund: 621 - ENVIRONMENTAL SERVICES</b>					
TIRES FOR UNIT #825	VEHICLE MAINTENANCE				1,814.04
<b>Fund 621 - ENVIRONMENTAL SERVICES Total:</b>					<b>1,814.04</b>
<b>Vendor 03321 - DALE'S TIRE &amp; RETREADING, INC. Total:</b>					<b>1,814.04</b>
<b>Vendor: 00404 - DAS STATE ACCOUNTING-CENTRAL FINANCE</b>					
<b>Fund: 111 - GENERAL</b>					
Monthly Long Distance	TELEPHONE				5.01
Monthly Long Distance	TELEPHONE				4.61
Monthly Long Distance	TELEPHONE				3.85
Monthly Long Distance	TELEPHONE				1.24
Monthly Long Distance	TELEPHONE				5.29



## Expense Approval Report

Post Dates: 03/19/2019 - 04/01/2019

Description (Payable)	Account Name	(None)	(None)	(None)	Amount
Monthly Long Distance	TELEPHONE				7.52
Monthly Long Distance	TELEPHONE				36.41
Monthly Long Distance	TELEPHONE				16.01
Monthly Long Distance	TELEPHONE				2.35
Monthly Long Distance	TELEPHONE				2.35
LONG DISTANCE	TELEPHONE				3.83
Fund 111 - GENERAL Total:					88.47
<b>Fund: 212 - TRANSPORTATION</b>					
Monthly Long Distance	TELEPHONE				6.70
Fund 212 - TRANSPORTATION Total:					6.70
<b>Fund: 213 - CEMETERY</b>					
Monthly Long Distance	TELEPHONE				3.77
Fund 213 - CEMETERY Total:					3.77
<b>Fund: 224 - ECONOMIC DEVELOPMENT</b>					
Monthly Long Distance	TELEPHONE				3.68
Fund 224 - ECONOMIC DEVELOPMENT Total:					3.68
<b>Fund: 621 - ENVIRONMENTAL SERVICES</b>					
Monthly Long Distance	TELEPHONE				4.66
Fund 621 - ENVIRONMENTAL SERVICES Total:					4.66
<b>Fund: 631 - WASTEWATER</b>					
Monthly Long Distance	TELEPHONE				3.39
Fund 631 - WASTEWATER Total:					3.39
<b>Fund: 641 - WATER</b>					
Monthly Long Distance	TELEPHONE				1.89
Fund 641 - WATER Total:					1.89
<b>Fund: 661 - STORMWATER</b>					
Monthly Long Distance	TELEPHONE				1.79
Fund 661 - STORMWATER Total:					1.79
<b>Fund: 721 - GIS SERVICES</b>					
Monthly Long Distance	TELEPHONE				1.76
Fund 721 - GIS SERVICES Total:					1.76
<b>Fund: 725 - CENTRAL GARAGE</b>					
Monthly Long Distance	TELEPHONE				1.20
Fund 725 - CENTRAL GARAGE Total:					1.20
Vendor 00404 - DAS STATE ACCOUNTING-CENTRAL FINANCE Total:					117.31
<b>Vendor: 00782 - DIVE RESCUE, INC</b>					
<b>Fund: 225 - MUTUAL FIRE</b>					
APEKS 3 GAUGE CONSOLE DIVE... DEPARTMENT SUPPLIES					1,260.00
Fund 225 - MUTUAL FIRE Total:					1,260.00
Vendor 00782 - DIVE RESCUE, INC Total:					1,260.00
<b>Vendor: 09692 - DOOLEY OIL INC</b>					
<b>Fund: 725 - CENTRAL GARAGE</b>					
ES & CENTRAL GARAGE- OIL	OIL & ANTIFREEZE				73.31
Fund 725 - CENTRAL GARAGE Total:					73.31
Vendor 09692 - DOOLEY OIL INC Total:					73.31
<b>Vendor: 03950 - ENERGY LABORATORIES, INC</b>					
<b>Fund: 641 - WATER</b>					
SAMPLES	SAMPLES				135.00
Fund 641 - WATER Total:					135.00
Vendor 03950 - ENERGY LABORATORIES, INC Total:					135.00
<b>Vendor: 10008 - FAIRFIELD INN &amp; SUITES SCOTTSBLUFF</b>					
<b>Fund: 111 - GENERAL</b>					
LODGING FOR NEMA INSTRUC... PROGRAMMING					188.00

## Expense Approval Report

Post Dates: 03/19/2019 - 04/01/2019

Description (Payable)	Account Name	(None)	(None)	(None)	Amount
LODGING FOR NEMA INSTRUC...	PROGRAMMING				188.00
Fund 111 - GENERAL Total:					376.00
Vendor 10008 - FAIRFIELD INN & SUITES SCOTTSBLUFF Total:					376.00
<b>Vendor: 02460 - FASTENAL COMPANY</b>					
<b>Fund: 212 - TRANSPORTATION</b>					
SUPP - BOLTS	DEPARTMENT SUPPLIES				12.17
Fund 212 - TRANSPORTATION Total:					12.17
Vendor 02460 - FASTENAL COMPANY Total:					12.17
<b>Vendor: 00548 - FEDERAL EXPRESS CORPORATION</b>					
<b>Fund: 641 - WATER</b>					
POSTAGE	POSTAGE				137.18
Fund 641 - WATER Total:					137.18
Vendor 00548 - FEDERAL EXPRESS CORPORATION Total:					137.18
<b>Vendor: 09331 - FLIAM, TYLER</b>					
<b>Fund: 111 - GENERAL</b>					
SCHOOLS & CONF-PD	SCHOOL & CONFERENCE				-515.00
GASOLINE-PD	GASOLINE				15.00
Fund 111 - GENERAL Total:					-500.00
Vendor 09331 - FLIAM, TYLER Total:					-500.00
<b>Vendor: 07904 - FREMONT MOTOR SCOTTSBLUFF, LLC</b>					
<b>Fund: 725 - CENTRAL GARAGE</b>					
POLICE #4- RADIATOR	EQUIPMENT MAINTENANCE				380.16
Fund 725 - CENTRAL GARAGE Total:					380.16
Vendor 07904 - FREMONT MOTOR SCOTTSBLUFF, LLC Total:					380.16
<b>Vendor: 00022 - GENERAL ELECTRIC CAPITAL CORPORATION</b>					
<b>Fund: 111 - GENERAL</b>					
Misc.	DEPARTMENT SUPPLIES				14.94
Misc.	BOOKS				40.66
Misc.	PROGRAMMING				31.58
FORKS, SPOONS, 6 QUART POT	DEPARTMENT SUPPLIES				30.92
RECRUITMENT	RECRUITMENT				7.96
Prgm.	PROGRAMMING				6.16
DEPT SUPP	DEPARTMENT SUPPLIES				62.21
Dep. sup.	DEPARTMENT SUPPLIES				75.48
DRYER CLAMP AND VENT, ALU...	DEPARTMENT SUPPLIES				35.72
Fund 111 - GENERAL Total:					305.63
Vendor 00022 - GENERAL ELECTRIC CAPITAL CORPORATION Total:					305.63
<b>Vendor: 04371 - HAWKINS, INC.</b>					
<b>Fund: 641 - WATER</b>					
CHEMICALS	CHEMICALS				2,237.65
Fund 641 - WATER Total:					2,237.65
Vendor 04371 - HAWKINS, INC. Total:					2,237.65
<b>Vendor: 06423 - HYDROTEX PARTNERS, LTD</b>					
<b>Fund: 725 - CENTRAL GARAGE</b>					
CENTRAL GARAGE- HY-TORQUE	OIL & ANTIFREEZE				1,794.29
ES STOCK- POWER KLEEN	OIL & ANTIFREEZE				809.84
Fund 725 - CENTRAL GARAGE Total:					2,604.13
Vendor 06423 - HYDROTEX PARTNERS, LTD Total:					2,604.13
<b>Vendor: 00525 - IDEAL LAUNDRY AND CLEANERS, INC.</b>					
<b>Fund: 111 - GENERAL</b>					
DEPT SUPP ADM	DEPARTMENT SUPPLIES				50.75
Jan. sup.	JANITORIAL SUPPLIES				89.25
DEPT SUPP ADM	DEPARTMENT SUPPLIES				50.75
Fund 111 - GENERAL Total:					190.75

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Description (Payable)	Account Name	(None)	(None)	(None)	Amount
<b>Fund: 212 - TRANSPORTATION</b>					
SUPP - MATS, TOWELS	DEPARTMENT SUPPLIES				31.99
<b>Fund 212 - TRANSPORTATION Total:</b>					<b>31.99</b>
<b>Fund: 621 - ENVIRONMENTAL SERVICES</b>					
MOPS, RUGS, AND SHOP TOWE...	DEPARTMENT SUPPLIES				93.41
<b>Fund 621 - ENVIRONMENTAL SERVICES Total:</b>					<b>93.41</b>
<b>Fund: 631 - WASTEWATER</b>					
CONTRACTUAL SVC	CONTRACTUAL SERVICES				24.29
<b>Fund 631 - WASTEWATER Total:</b>					<b>24.29</b>
<b>Fund: 641 - WATER</b>					
CONTRACTUAL SVC	CONTRACTUAL SERVICES				24.30
<b>Fund 641 - WATER Total:</b>					<b>24.30</b>
<b>Fund: 725 - CENTRAL GARAGE</b>					
WAYNE & TONY COVERALLS	DEPARTMENT SUPPLIES				33.24
WAYNE & TONY COVERALLS	UNIFORMS & CLOTHING				8.96
<b>Fund 725 - CENTRAL GARAGE Total:</b>					<b>42.20</b>
<b>Vendor 00525 - IDEAL LAUNDRY AND CLEANERS, INC. Total:</b>					<b>406.94</b>
<b>Vendor: 00937 - INDEPENDENT PLUMBING AND HEATING, INC</b>					
<b>Fund: 111 - GENERAL</b>					
BLDG MAINT PARK	BUILDING MAINTENANCE				427.04
<b>Fund 111 - GENERAL Total:</b>					<b>427.04</b>
<b>Vendor 00937 - INDEPENDENT PLUMBING AND HEATING, INC Total:</b>					<b>427.04</b>
<b>Vendor: 09291 - INGRAM LIBRARY SERVICES INC</b>					
<b>Fund: 111 - GENERAL</b>					
Bks.	BOOKS				260.16
Bks.	BOOKS				506.33
Bks.	BOOKS				28.98
<b>Fund 111 - GENERAL Total:</b>					<b>795.47</b>
<b>Vendor 09291 - INGRAM LIBRARY SERVICES INC Total:</b>					<b>795.47</b>
<b>Vendor: 00733 - INLAND TRUCK PARTS &amp; SERVICE</b>					
<b>Fund: 725 - CENTRAL GARAGE</b>					
TRANS #442- WIPER LINKAGE	EQUIPMENT MAINTENANCE				131.55
<b>Fund 725 - CENTRAL GARAGE Total:</b>					<b>131.55</b>
<b>Vendor 00733 - INLAND TRUCK PARTS &amp; SERVICE Total:</b>					<b>131.55</b>
<b>Vendor: 08154 - INTERNAL REVENUE SERVICE</b>					
<b>Fund: 713 - CASH &amp; INVESTMENT POOL</b>					
WITHHOLDINGS	MEDICARE W/H EE PAYABLE				3,789.73
WITHHOLDINGS	MEDICARE W/H EE PAYABLE				3,789.73
WITHHOLDINGS	FICA W/H EE PAYABLE				13,903.36
WITHHOLDINGS	FICA W/H EE PAYABLE				13,903.36
WITHHOLDINGS	FED W/H EE PAYABLE				22,423.72
<b>Fund 713 - CASH &amp; INVESTMENT POOL Total:</b>					<b>57,809.90</b>
<b>Vendor 08154 - INTERNAL REVENUE SERVICE Total:</b>					<b>57,809.90</b>
<b>Vendor: 08525 - INTRALINKS, INC</b>					
<b>Fund: 111 - GENERAL</b>					
DELL OPTIPLEX 5050	DEPARTMENT SUPPLIES				1,029.34
<b>Fund 111 - GENERAL Total:</b>					<b>1,029.34</b>
<b>Vendor 08525 - INTRALINKS, INC Total:</b>					<b>1,029.34</b>
<b>Vendor: 05696 - INVENTIVE WIRELESS OF NE, LLC</b>					
<b>Fund: 111 - GENERAL</b>					
CONTRACTUAL	CONTRACTUAL SERVICES				17.95
<b>Fund 111 - GENERAL Total:</b>					<b>17.95</b>
<b>Vendor 05696 - INVENTIVE WIRELESS OF NE, LLC Total:</b>					<b>17.95</b>

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Description (Payable)	Account Name	(None)	(None)	(None)	Amount
<b>Vendor: 06131 - JOHN DEERE FINANCIAL</b>					
<b>Fund: 111 - GENERAL</b>					
DEPT SUPPLIES PARK	DEPARTMENT SUPPLIES				92.97
				<b>Fund 111 - GENERAL Total:</b>	<b>92.97</b>
<b>Fund: 212 - TRANSPORTATION</b>					
PARTS FOR ONE TON PICKUP	VEHICLE MAINTENANCE				264.01
SUPP - WIRE HOSE	DEPARTMENT SUPPLIES				2.00
WELD. SUPP - WELDING HELMET	DEPARTMENT SUPPLIES				59.99
SUPP - HDY. CYLINDER	DEPARTMENT SUPPLIES				6.99
				<b>Fund 212 - TRANSPORTATION Total:</b>	<b>332.99</b>
				<b>Vendor 06131 - JOHN DEERE FINANCIAL Total:</b>	<b>425.96</b>
<b>Vendor: 09474 - JOHN DEERE FINANCIAL</b>					
<b>Fund: 111 - GENERAL</b>					
EQUIP MAINT PARK	EQUIPMENT MAINTENANCE				73.70
EQUIP MAINT PARK	EQUIPMENT MAINTENANCE				203.48
EQUIP MAINT PARK	EQUIPMENT MAINTENANCE				14.18
				<b>Fund 111 - GENERAL Total:</b>	<b>291.36</b>
				<b>Vendor 09474 - JOHN DEERE FINANCIAL Total:</b>	<b>291.36</b>
<b>Vendor: 09611 - KEARNEY HOSPITALITY INC</b>					
<b>Fund: 111 - GENERAL</b>					
CLERK INSTITUTE & ACADEMY - ...SCHOOL & CONFERENCE					499.75
CLERK INSTITUTE & ACADEMY -... SCHOOL & CONFERENCE					299.85
				<b>Fund 111 - GENERAL Total:</b>	<b>799.60</b>
				<b>Vendor 09611 - KEARNEY HOSPITALITY INC Total:</b>	<b>799.60</b>
<b>Vendor: 09747 - KNOW HOW LLC</b>					
<b>Fund: 111 - GENERAL</b>					
BATTERIES FOR ENGINE 2	DEPARTMENT SUPPLIES				199.90
				<b>Fund 111 - GENERAL Total:</b>	<b>199.90</b>
<b>Fund: 212 - TRANSPORTATION</b>					
HITCH PIN FOR SNOW BLOWER	EQUIPMENT MAINTENANCE				15.52
				<b>Fund 212 - TRANSPORTATION Total:</b>	<b>15.52</b>
<b>Fund: 213 - CEMETERY</b>					
EQUIP MAINT CEM	EQUIPMENT MAINTENANCE				8.25
DEPT SUPP CEM	DEPARTMENT SUPPLIES				2.94
DEPT SUPP CEM	DEPARTMENT SUPPLIES				1.46
EQUIP MAINT CEM	EQUIPMENT MAINTENANCE				468.03
EQUIP MAINT CEM	EQUIPMENT MAINTENANCE				-23.20
				<b>Fund 213 - CEMETERY Total:</b>	<b>457.48</b>
<b>Fund: 621 - ENVIRONMENTAL SERVICES</b>					
BATTERY FOR UNIT #814	VEHICLE MAINTENANCE				92.06
				<b>Fund 621 - ENVIRONMENTAL SERVICES Total:</b>	<b>92.06</b>
<b>Fund: 725 - CENTRAL GARAGE</b>					
POLICE #26- INTAKE GASKET KIT	EQUIPMENT MAINTENANCE				37.88
POLICE #26- MANIFOLD GASKET	EQUIPMENT MAINTENANCE				52.79
ES #818- HEAD LIGHT	EQUIPMENT MAINTENANCE				8.73
POLICE #26- THROTTLE BODY G...	EQUIPMENT MAINTENANCE				8.77
CENTRAL GARAGE- HYD HOSE F...	DEPARTMENT SUPPLIES				43.14
TRANS #4044- WORK LIGHTS	EQUIPMENT MAINTENANCE				29.57
CENTRAL GARAGE- BAG OF CE...	DEPARTMENT SUPPLIES				9.16
WW #987- AIR, FUEL AND OIL FI...	EQUIPMENT MAINTENANCE				202.10
CENTRAL GARAGE- SQUARE	DEPARTMENT SUPPLIES				4.37
CENTRAL GARAGE- RADIAL CH...	DEPARTMENT SUPPLIES				21.63
POLICE #26- RETURNED INTAKE...	EQUIPMENT MAINTENANCE				-37.88
				<b>Fund 725 - CENTRAL GARAGE Total:</b>	<b>380.26</b>
				<b>Vendor 09747 - KNOW HOW LLC Total:</b>	<b>1,145.22</b>

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Description (Payable)	Account Name	(None)	(None)	(None)	Amount
<b>Vendor: 03941 - LAWSON PRODUCTS, INC</b>					
<b>Fund: 111 - GENERAL</b>					
DEPT SUPP PARK,	DEPARTMENT SUPPLIES				53.11
				<b>Fund 111 - GENERAL Total:</b>	<b>53.11</b>
<b>Fund: 725 - CENTRAL GARAGE</b>					
CENTRAL GARAGE- SHOP SUPPL....	DEPARTMENT SUPPLIES				225.84
				<b>Fund 725 - CENTRAL GARAGE Total:</b>	<b>225.84</b>
				<b>Vendor 03941 - LAWSON PRODUCTS, INC Total:</b>	<b>278.95</b>
<b>Vendor: 04892 - LEAGUE ASSOCIATION OF RISK MANAGEMENT</b>					
<b>Fund: 111 - GENERAL</b>					
ENDORSEMENT #7 - PARKS (GO... PROP & EQUIP INSURANCE					15.77
				<b>Fund 111 - GENERAL Total:</b>	<b>15.77</b>
<b>Fund: 212 - TRANSPORTATION</b>					
ENDORSEMENT #8 - P.WORKS (... VEHICLE INSURANCE					376.81
				<b>Fund 212 - TRANSPORTATION Total:</b>	<b>376.81</b>
				<b>Vendor 04892 - LEAGUE ASSOCIATION OF RISK MANAGEMENT Total:</b>	<b>392.58</b>
<b>Vendor: 00242 - M.C. SCHAFF &amp; ASSOCIATES, INC</b>					
<b>Fund: 111 - GENERAL</b>					
DEPT CNTRCL SRVCS	CONTRACTUAL SERVICES				1,290.00
				<b>Fund 111 - GENERAL Total:</b>	<b>1,290.00</b>
<b>Fund: 212 - TRANSPORTATION</b>					
ENGINEERING SERV. FOR QUIET...	CONTRACTUAL SERVICES				570.00
				<b>Fund 212 - TRANSPORTATION Total:</b>	<b>570.00</b>
<b>Fund: 661 - STORMWATER</b>					
CONSULTING SVC	CONSULTING SERVICES				270.00
				<b>Fund 661 - STORMWATER Total:</b>	<b>270.00</b>
				<b>Vendor 00242 - M.C. SCHAFF &amp; ASSOCIATES, INC Total:</b>	<b>2,130.00</b>
<b>Vendor: 07838 - MAILFINANCE INC</b>					
<b>Fund: 111 - GENERAL</b>					
MAINT. POSTAGE MACHINE	RENT-MACHINES				148.76
				<b>Fund 111 - GENERAL Total:</b>	<b>148.76</b>
				<b>Vendor 07838 - MAILFINANCE INC Total:</b>	<b>148.76</b>
<b>Vendor: 07628 - MENARDS, INC</b>					
<b>Fund: 212 - TRANSPORTATION</b>					
SUPP - CLEVIS PIN & HITCH PIN ...	DEPARTMENT SUPPLIES				5.16
				<b>Fund 212 - TRANSPORTATION Total:</b>	<b>5.16</b>
<b>Fund: 631 - WASTEWATER</b>					
BUILDING MAINT	BUILDING MAINTENANCE				439.00
DEPT SUP	DEPARTMENT SUPPLIES				153.28
				<b>Fund 631 - WASTEWATER Total:</b>	<b>592.28</b>
				<b>Vendor 07628 - MENARDS, INC Total:</b>	<b>597.44</b>
<b>Vendor: 04082 - NE CHILD SUPPORT PAYMENT CENTER</b>					
<b>Fund: 713 - CASH &amp; INVESTMENT POOL</b>					
NE CHILD SUPPORT PYBLE	CHILD SUPPORT EE PAY				1,350.55
				<b>Fund 713 - CASH &amp; INVESTMENT POOL Total:</b>	<b>1,350.55</b>
				<b>Vendor 04082 - NE CHILD SUPPORT PAYMENT CENTER Total:</b>	<b>1,350.55</b>
<b>Vendor: 08083 - NE COLORADO CELLULAR, INC</b>					
<b>Fund: 631 - WASTEWATER</b>					
CONTRACTUAL SVC	CONTRACTUAL SERVICES				16.38
				<b>Fund 631 - WASTEWATER Total:</b>	<b>16.38</b>
<b>Fund: 641 - WATER</b>					
CONTRACTUAL SVC	CONTRACTUAL SERVICES				59.14
				<b>Fund 641 - WATER Total:</b>	<b>59.14</b>
				<b>Vendor 08083 - NE COLORADO CELLULAR, INC Total:</b>	<b>75.52</b>

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Description (Payable)	Account Name	(None)	(None)	(None)	Amount
<b>Vendor: 00797 - NE DEPT OF REVENUE</b>					
<b>Fund: 111 - GENERAL</b>					
TAXES	SALES TAX PAYABLE				243.26
<b>Fund 111 - GENERAL Total:</b>					<b>243.26</b>
<b>Fund: 641 - WATER</b>					
TAXES	SALES TAX PAYABLE				12,560.40
TAXES	SALES TAX PAYABLE				8,527.83
<b>Fund 641 - WATER Total:</b>					<b>21,088.23</b>
<b>Fund: 661 - STORMWATER</b>					
TAXES	SALES TAX PAYABLE				591.30
<b>Fund 661 - STORMWATER Total:</b>					<b>591.30</b>
<b>Vendor 00797 - NE DEPT OF REVENUE Total:</b>					<b>21,922.79</b>
<b>Vendor: 05373 - NEBRASKA SAFETY &amp; FIRE EQUIPEMENT INC.</b>					
<b>Fund: 621 - ENVIRONMENTAL SERVICES</b>					
BACKFLOW PREVENT DEVICE IN...	DEPARTMENT SUPPLIES				310.00
ALUM BREAK CAP FOR FIRE EXT...	DEPARTMENT SUPPLIES				20.00
<b>Fund 621 - ENVIRONMENTAL SERVICES Total:</b>					<b>330.00</b>
<b>Vendor 05373 - NEBRASKA SAFETY &amp; FIRE EQUIPEMENT INC. Total:</b>					<b>330.00</b>
<b>Vendor: 00402 - NEBRASKA MACHINERY CO</b>					
<b>Fund: 212 - TRANSPORTATION</b>					
CUTTING EDGE, BOLTS & NUTS ...	VEHICLE MAINTENANCE				350.30
<b>Fund 212 - TRANSPORTATION Total:</b>					<b>350.30</b>
<b>Fund: 621 - ENVIRONMENTAL SERVICES</b>					
WASHER AND BOLTS FOR UNIT ...	EQUIPMENT MAINTENANCE				321.96
COUNTER WEIGHTS FOR UNIT #...	EQUIPMENT MAINTENANCE				1,175.00
MIRROR FOR UNIT #831	EQUIPMENT MAINTENANCE				159.50
HEAD LAMPS FOR UNIT #831	EQUIPMENT MAINTENANCE				5.72
EDGES, NUTS, AND BOLTS FOR ...	EQUIPMENT MAINTENANCE				263.46
<b>Fund 621 - ENVIRONMENTAL SERVICES Total:</b>					<b>1,925.64</b>
<b>Vendor 00402 - NEBRASKA MACHINERY CO Total:</b>					<b>2,275.94</b>
<b>Vendor: 00578 - NEBRASKA PUBLIC POWER DISTRICT</b>					
<b>Fund: 631 - WASTEWATER</b>					
ELECTRIC	ELECTRIC POWER				16,265.92
ELECTRIC	ELECTRIC POWER				254.98
<b>Fund 631 - WASTEWATER Total:</b>					<b>16,520.90</b>
<b>Fund: 641 - WATER</b>					
ELECTRIC	ELECTRIC POWER				2,550.96
ELECTRIC	ELECTRIC POWER				4,159.56
<b>Fund 641 - WATER Total:</b>					<b>6,710.52</b>
<b>Vendor 00578 - NEBRASKA PUBLIC POWER DISTRICT Total:</b>					<b>23,231.42</b>
<b>Vendor: 00722 - NEBRASKA SALT AND GRAIN CO</b>					
<b>Fund: 212 - TRANSPORTATION</b>					
2 LOADS ICE SLICER	STREET REPAIR SUPPLIES				8,412.66
<b>Fund 212 - TRANSPORTATION Total:</b>					<b>8,412.66</b>
<b>Vendor 00722 - NEBRASKA SALT AND GRAIN CO Total:</b>					<b>8,412.66</b>
<b>Vendor: 09487 - NEWMAN, TIMOTHY</b>					
<b>Fund: 111 - GENERAL</b>					
TRAVEL FOR TRAINING	SCHOOL & CONFERENCE				-105.00
<b>Fund 111 - GENERAL Total:</b>					<b>-105.00</b>
<b>Vendor 09487 - NEWMAN, TIMOTHY Total:</b>					<b>-105.00</b>

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Description (Payable)	Account Name	(None)	(None)	(None)	Amount
<b>Vendor: 00285 - OREGON TRAIL PLUMBING, HEATING &amp; COOLING INC</b>					
<b>Fund: 212 - TRANSPORTATION</b>					
CHECK TUBE HEAT IN MORTON	BUILDING MAINTENANCE				115.00
				<b>Fund 212 - TRANSPORTATION Total:</b>	<b>115.00</b>
				<b>Vendor 00285 - OREGON TRAIL PLUMBING, HEATING &amp; COOLING INC Total:</b>	<b>115.00</b>
<b>Vendor: 10033 - PANHANDLE EMS EDUCATION INC.</b>					
<b>Fund: 111 - GENERAL</b>					
EMS INSTRUCTOR CLASS- MEIER	SCHOOL & CONFERENCE				300.00
				<b>Fund 111 - GENERAL Total:</b>	<b>300.00</b>
				<b>Vendor 10033 - PANHANDLE EMS EDUCATION INC. Total:</b>	<b>300.00</b>
<b>Vendor: 00487 - PANHANDLE ENVIRONMENTAL SERVICES INC</b>					
<b>Fund: 631 - WASTEWATER</b>					
CONTRACTUAL SVC	CONTRACTUAL SERVICES				93.00
				<b>Fund 631 - WASTEWATER Total:</b>	<b>93.00</b>
<b>Fund: 641 - WATER</b>					
SAMPLES	SAMPLES				80.00
SAMPLES	SAMPLES				80.00
				<b>Fund 641 - WATER Total:</b>	<b>160.00</b>
				<b>Vendor 00487 - PANHANDLE ENVIRONMENTAL SERVICES INC Total:</b>	<b>253.00</b>
<b>Vendor: 00017 - PANHANDLE HUMANE SOCIETY</b>					
<b>Fund: 111 - GENERAL</b>					
CONTRACTUAL	CONTRACTUAL SERVICES				5,174.59
				<b>Fund 111 - GENERAL Total:</b>	<b>5,174.59</b>
				<b>Vendor 00017 - PANHANDLE HUMANE SOCIETY Total:</b>	<b>5,174.59</b>
<b>Vendor: 10030 - PLATTE RIVER GLASS RODNEY L FLOTH</b>					
<b>Fund: 621 - ENVIRONMENTAL SERVICES</b>					
WINDSHIELD REPAIR ON UNIT #...	EQUIPMENT MAINTENANCE				72.50
				<b>Fund 621 - ENVIRONMENTAL SERVICES Total:</b>	<b>72.50</b>
				<b>Vendor 10030 - PLATTE RIVER GLASS RODNEY L FLOTH Total:</b>	<b>72.50</b>
<b>Vendor: 01276 - PLATTE VALLEY BANK</b>					
<b>Fund: 713 - CASH &amp; INVESTMENT POOL</b>					
HEALTH SAVINGS ACCOUNT	HSA EE PAYABLE				10,139.26
				<b>Fund 713 - CASH &amp; INVESTMENT POOL Total:</b>	<b>10,139.26</b>
				<b>Vendor 01276 - PLATTE VALLEY BANK Total:</b>	<b>10,139.26</b>
<b>Vendor: 09930 - PLATTE VALLEY BANK</b>					
<b>Fund: 224 - ECONOMIC DEVELOPMENT</b>					
EDA PAYMENT	ECONOMIC DEVELOPMENT				44,018.14
				<b>Fund 224 - ECONOMIC DEVELOPMENT Total:</b>	<b>44,018.14</b>
				<b>Vendor 09930 - PLATTE VALLEY BANK Total:</b>	<b>44,018.14</b>
<b>Vendor: 00272 - POSTMASTER</b>					
<b>Fund: 621 - ENVIRONMENTAL SERVICES</b>					
Postage	POSTAGE				82.47
				<b>Fund 621 - ENVIRONMENTAL SERVICES Total:</b>	<b>82.47</b>
<b>Fund: 631 - WASTEWATER</b>					
Postage	POSTAGE				82.47
				<b>Fund 631 - WASTEWATER Total:</b>	<b>82.47</b>
<b>Fund: 641 - WATER</b>					
Postage	POSTAGE				82.46
				<b>Fund 641 - WATER Total:</b>	<b>82.46</b>
				<b>Vendor 00272 - POSTMASTER Total:</b>	<b>247.40</b>

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Description (Payable)	Account Name	(None)	(None)	(None)	Amount
<b>Vendor: 00796 - POWERPLAN</b>					
<b>Fund: 212 - TRANSPORTATION</b>					
CUTTING EDGES FOR GRADERS...	EQUIPMENT MAINTENANCE				971.70
				<b>Fund 212 - TRANSPORTATION Total:</b>	<b>971.70</b>
				<b>Vendor 00796 - POWERPLAN Total:</b>	<b>971.70</b>
<b>Vendor: 00075 - PROTEX CENTRAL, INC.</b>					
<b>Fund: 111 - GENERAL</b>					
DETECTOR REPLACEMENT	CONTRACTUAL SERVICES				186.67
				<b>Fund 111 - GENERAL Total:</b>	<b>186.67</b>
				<b>Vendor 00075 - PROTEX CENTRAL, INC. Total:</b>	<b>186.67</b>
<b>Vendor: 09251 - PUBLIC AGENCY TRAINING COUNCIL</b>					
<b>Fund: 111 - GENERAL</b>					
SCHOOLS & CONF-PD	SCHOOL & CONFERENCE				325.00
				<b>Fund 111 - GENERAL Total:</b>	<b>325.00</b>
				<b>Vendor 09251 - PUBLIC AGENCY TRAINING COUNCIL Total:</b>	<b>325.00</b>
<b>Vendor: 04089 - REGIONAL CARE INC</b>					
<b>Fund: 812 - HEALTH INSURANCE</b>					
HEALTH INS. PREMIUM - APRIL ...	PREMIUM EXPENSE				33,219.10
CLAIMS	CLAIMS EXPENSE				5,488.24
FLEX FUNDING	FLEXIBLE BENFT EXPENSES				499.91
CLAIMS	CLAIMS EXPENSE				12,960.46
				<b>Fund 812 - HEALTH INSURANCE Total:</b>	<b>52,167.71</b>
				<b>Vendor 04089 - REGIONAL CARE INC Total:</b>	<b>52,167.71</b>
<b>Vendor: 08204 - RIVERSIDE ZOOLOGICAL FOUNDATION</b>					
<b>Fund: 111 - GENERAL</b>					
CONTRACTUAL	CONTRACTUAL SERVICES				87,500.00
				<b>Fund 111 - GENERAL Total:</b>	<b>87,500.00</b>
				<b>Vendor 08204 - RIVERSIDE ZOOLOGICAL FOUNDATION Total:</b>	<b>87,500.00</b>
<b>Vendor: 07347 - ROBERTA J BOYD</b>					
<b>Fund: 111 - GENERAL</b>					
Reim.	POSTAGE				18.10
				<b>Fund 111 - GENERAL Total:</b>	<b>18.10</b>
				<b>Vendor 07347 - ROBERTA J BOYD Total:</b>	<b>18.10</b>
<b>Vendor: 00366 - ROOSEVELT PUBLIC POWER DISTRICT</b>					
<b>Fund: 641 - WATER</b>					
ELECTRIC POWER	ELECTRIC POWER				1,766.17
				<b>Fund 641 - WATER Total:</b>	<b>1,766.17</b>
				<b>Vendor 00366 - ROOSEVELT PUBLIC POWER DISTRICT Total:</b>	<b>1,766.17</b>
<b>Vendor: 09997 - RURAL HEALTH DEVELOPMENT, INC.</b>					
<b>Fund: 224 - ECONOMIC DEVELOPMENT</b>					
ECONOMIC DEV	ECONOMIC DEVELOPMENT				6,383.33
				<b>Fund 224 - ECONOMIC DEVELOPMENT Total:</b>	<b>6,383.33</b>
				<b>Vendor 09997 - RURAL HEALTH DEVELOPMENT, INC. Total:</b>	<b>6,383.33</b>
<b>Vendor: 00026 - S M E C</b>					
<b>Fund: 713 - CASH &amp; INVESTMENT POOL</b>					
EMPL DEDUCTION	SMEC EE PAYABLE				156.50
				<b>Fund 713 - CASH &amp; INVESTMENT POOL Total:</b>	<b>156.50</b>
				<b>Vendor 00026 - S M E C Total:</b>	<b>156.50</b>
<b>Vendor: 02531 - SCB FIREFIGHTERS UNION LOCAL 1454</b>					
<b>Fund: 713 - CASH &amp; INVESTMENT POOL</b>					
FIRE EE DUES	FIRE UNION DUES EE PAY				225.00
				<b>Fund 713 - CASH &amp; INVESTMENT POOL Total:</b>	<b>225.00</b>
				<b>Vendor 02531 - SCB FIREFIGHTERS UNION LOCAL 1454 Total:</b>	<b>225.00</b>



## Expense Approval Report

Post Dates: 03/19/2019 - 04/01/2019

Description (Payable)	Account Name	(None)	(None)	(None)	Amount
<b>Vendor: 10029 - SCHOLASTIC LIBRARY PUBLISHING</b>					
<b>Fund: 111 - GENERAL</b>					
Bks.	BOOKS				686.37
				<b>Fund 111 - GENERAL Total:</b>	<b>686.37</b>
				<b>Vendor 10029 - SCHOLASTIC LIBRARY PUBLISHING Total:</b>	<b>686.37</b>
<b>Vendor: 00852 - SCOTTS BLUFF COUNTY COURT</b>					
<b>Fund: 111 - GENERAL</b>					
LEGAL FEES-PD	LEGAL FEES				153.00
				<b>Fund 111 - GENERAL Total:</b>	<b>153.00</b>
				<b>Vendor 00852 - SCOTTS BLUFF COUNTY COURT Total:</b>	<b>153.00</b>
<b>Vendor: 00111 - SCOTTSBLUFF BODY &amp; PAINT</b>					
<b>Fund: 111 - GENERAL</b>					
VEH MAINT PD	VEHICLE MAINTENANCE				5,404.06
				<b>Fund 111 - GENERAL Total:</b>	<b>5,404.06</b>
				<b>Vendor 00111 - SCOTTSBLUFF BODY &amp; PAINT Total:</b>	<b>5,404.06</b>
<b>Vendor: 00704 - SCOTTSBLUFF MOTOR CO, INC</b>					
<b>Fund: 212 - TRANSPORTATION</b>					
NEW CHEVROLET 4 X 4 CREW C...	EQUIPMENT				28,790.00
				<b>Fund 212 - TRANSPORTATION Total:</b>	<b>28,790.00</b>
				<b>Vendor 00704 - SCOTTSBLUFF MOTOR CO, INC Total:</b>	<b>28,790.00</b>
<b>Vendor: 00273 - SCOTTSBLUFF POLICE OFFICERS ASSOCIATION</b>					
<b>Fund: 713 - CASH &amp; INVESTMENT POOL</b>					
POLICE EE DUES	POL UNION DUES EE PAY				576.00
				<b>Fund 713 - CASH &amp; INVESTMENT POOL Total:</b>	<b>576.00</b>
				<b>Vendor 00273 - SCOTTSBLUFF POLICE OFFICERS ASSOCIATION Total:</b>	<b>576.00</b>
<b>Vendor: 01271 - SCOTTSBLUFF SCREENPRINTING &amp; EMBROIDERY, LLC</b>					
<b>Fund: 111 - GENERAL</b>					
SPECIAL EVENT	SPECIAL EVENTS				46.00
				<b>Fund 111 - GENERAL Total:</b>	<b>46.00</b>
				<b>Vendor 01271 - SCOTTSBLUFF SCREENPRINTING &amp; EMBROIDERY, LLC Total:</b>	<b>46.00</b>
<b>Vendor: 00684 - SHERIFF'S OFFICE</b>					
<b>Fund: 111 - GENERAL</b>					
LEGAL FEES-PD	LEGAL FEES				9.00
LEGAL FEES-PD	LEGAL FEES				25.32
LEGAL FEES-PD	LEGAL FEES				21.66
				<b>Fund 111 - GENERAL Total:</b>	<b>55.98</b>
				<b>Vendor 00684 - SHERIFF'S OFFICE Total:</b>	<b>55.98</b>
<b>Vendor: 00786 - SHERWIN WILLIAMS</b>					
<b>Fund: 212 - TRANSPORTATION</b>					
PARTS FOR PAINT SPRAYER	EQUIPMENT MAINTENANCE				298.91
				<b>Fund 212 - TRANSPORTATION Total:</b>	<b>298.91</b>
				<b>Vendor 00786 - SHERWIN WILLIAMS Total:</b>	<b>298.91</b>
<b>Vendor: 01031 - SIMON CONTRACTORS</b>					
<b>Fund: 212 - TRANSPORTATION</b>					
SAND FOR ICE SLICER	STREET REPAIR SUPPLIES				72.85
SAND FOR ICE SLICER	STREET REPAIR SUPPLIES				157.45
				<b>Fund 212 - TRANSPORTATION Total:</b>	<b>230.30</b>
				<b>Vendor 01031 - SIMON CONTRACTORS Total:</b>	<b>230.30</b>
<b>Vendor: 00513 - SNELL SERVICES INC.</b>					
<b>Fund: 213 - CEMETERY</b>					
ELECTRICAL MAINT	ELECTRICAL MAINTENANCE				360.00
				<b>Fund 213 - CEMETERY Total:</b>	<b>360.00</b>
				<b>Vendor 00513 - SNELL SERVICES INC. Total:</b>	<b>360.00</b>

## Expense Approval Report

Post Dates: 03/19/2019 - 04/01/2019

Description (Payable)	Account Name	(None)	(None)	(None)	Amount
<b>Vendor: 09663 - SOUNDSLEEPER SECURITY INC.</b>					
<b>Fund: 111 - GENERAL</b>					
CONTRACTUAL-PD	CONTRACTUAL SERVICES				14.95
				<b>Fund 111 - GENERAL Total:</b>	<b>14.95</b>
				<b>Vendor 09663 - SOUNDSLEEPER SECURITY INC. Total:</b>	<b>14.95</b>
<b>Vendor: 10032 - SOUTHEAST LIBRARY SYSTEM</b>					
<b>Fund: 111 - GENERAL</b>					
Pgrm.	PROGRAMMING				250.00
				<b>Fund 111 - GENERAL Total:</b>	<b>250.00</b>
				<b>Vendor 10032 - SOUTHEAST LIBRARY SYSTEM Total:</b>	<b>250.00</b>
<b>Vendor: 09809 - STANDS ALEX</b>					
<b>Fund: 111 - GENERAL</b>					
SCHOOLS & CONF-PD	SCHOOL & CONFERENCE				-178.00
				<b>Fund 111 - GENERAL Total:</b>	<b>-178.00</b>
				<b>Vendor 09809 - STANDS ALEX Total:</b>	<b>-178.00</b>
<b>Vendor: 00054 - STATE HEALTH LAB</b>					
<b>Fund: 641 - WATER</b>					
SAMPLES	SAMPLES				168.00
				<b>Fund 641 - WATER Total:</b>	<b>168.00</b>
				<b>Vendor 00054 - STATE HEALTH LAB Total:</b>	<b>168.00</b>
<b>Vendor: 00325 - TEXAS PNEUDRAULIC INC</b>					
<b>Fund: 725 - CENTRAL GARAGE</b>					
ES #812- AUTO AIR DRAIN	EQUIPMENT MAINTENANCE				114.51
ES #812- CYLINDERS	EQUIPMENT MAINTENANCE				765.39
				<b>Fund 725 - CENTRAL GARAGE Total:</b>	<b>879.90</b>
				<b>Vendor 00325 - TEXAS PNEUDRAULIC INC Total:</b>	<b>879.90</b>
<b>Vendor: 00568 - TWIN CITY AUTO, INC</b>					
<b>Fund: 212 - TRANSPORTATION</b>					
CUTTING EDGES FOR SNOW PL...	EQUIPMENT MAINTENANCE				689.46
PARTS FOR SNOW PLOW - A FR...	EQUIPMENT MAINTENANCE				444.36
				<b>Fund 212 - TRANSPORTATION Total:</b>	<b>1,133.82</b>
				<b>Vendor 00568 - TWIN CITY AUTO, INC Total:</b>	<b>1,133.82</b>
<b>Vendor: 08821 - TYLER TECHNOLOGIES, INC</b>					
<b>Fund: 621 - ENVIRONMENTAL SERVICES</b>					
UB ONLINE - FEES	CONTRACTUAL SERVICES				116.00
				<b>Fund 621 - ENVIRONMENTAL SERVICES Total:</b>	<b>116.00</b>
<b>Fund: 631 - WASTEWATER</b>					
UB ONLINE - FEES	CONTRACTUAL SERVICES				116.00
				<b>Fund 631 - WASTEWATER Total:</b>	<b>116.00</b>
<b>Fund: 641 - WATER</b>					
UB ONLINE - FEES	CONTRACTUAL SERVICES				116.00
				<b>Fund 641 - WATER Total:</b>	<b>116.00</b>
				<b>Vendor 08821 - TYLER TECHNOLOGIES, INC Total:</b>	<b>348.00</b>
<b>Vendor: 09865 - UNION BANK &amp; TRUST</b>					
<b>Fund: 713 - CASH &amp; INVESTMENT POOL</b>					
RETIREMENT	REGULAR RETIRE EE PAY				8,389.29
RETIREMENT	REGULAR RETIRE EE PAY				8,713.14
RETIREMENT	DEFERRED COMP EE PAY				390.00
RETIREMENT	DEFERRED COMP EE PAY				2,182.24
RETIREMENT	RETIRE FIRE EE PAYABLE				4,565.48
RETIREMENT	RETIRE FIRE EE PAYABLE				2,447.77
RETIREMENT	RETIRE POLICE EE PAY				4,972.89

## Expense Approval Report

Post Dates: 03/19/2019 - 04/01/2019

Description (Payable)	Account Name	(None)	(None)	(None)	Amount
RETIREMENT	RETIRE POLICE EE PAY				5,390.77
Fund 713 - CASH & INVESTMENT POOL Total:					37,051.58
Vendor 09865 - UNION BANK & TRUST Total:					37,051.58
Vendor: 09840 - UNITED STATES WELDING					
Fund: 621 - ENVIRONMENTAL SERVICES					
TANK RENTALS	CONTRACTUAL SERVICES				20.36
Fund 621 - ENVIRONMENTAL SERVICES Total:					20.36
Vendor 09840 - UNITED STATES WELDING Total:					20.36
Vendor: 08828 - US BANK					
Fund: 111 - GENERAL					
REGISTRATION - NCMA (N.JOH...	SCHOOL & CONFERENCE				329.00
SIREN CONTROL FOR UNIT 1	DEPARTMENT SUPPLIES				318.98
EQUIP MAINT-PD	EQUIPMENT MAINTENANCE				31.87
AIRFARE - ICMA (JOHNSON)	SCHOOL & CONFERENCE				379.10
Pstg	POSTAGE				5.50
Misc.	DEPARTMENT SUPPLIES				48.24
Misc.	PROGRAMMING				41.90
TRAVEL TO NATIONAL FIRE AC...	SCHOOL & CONFERENCE				479.10
ICMA - WEBINAR (N.JOHNSON)	SCHOOL & CONFERENCE				149.00
DEPT SUPPL-PD	DEPARTMENT SUPPLIES				25.28
SCHOOLS & CONF-PD	SCHOOL & CONFERENCE				581.38
GASOLINE-PD	GASOLINE				33.57
GASOLINE-PD	GASOLINE				25.31
SHIP GAUGE FOR CALIBRATION	POSTAGE				11.95
GASOLINE-PD	GASOLINE				23.01
Dep. sup.	DEPARTMENT SUPPLIES				145.99
Prgrm.	PROGRAMMING				6.68
Fund 111 - GENERAL Total:					2,635.86
Fund: 224 - ECONOMIC DEVELOPMENT					
SCHOOL & CONF	SCHOOL & CONFERENCE				35.70
Fund 224 - ECONOMIC DEVELOPMENT Total:					35.70
Fund: 661 - STORMWATER					
CONTRACTUAL SVC	CONTRACTUAL SERVICES				25.00
CONTRACTUAL SVC	CONTRACTUAL SERVICES				4.99
Fund 661 - STORMWATER Total:					29.99
Vendor 08828 - US BANK Total:					2,701.55
Vendor: 09757 - WEBBER TYLER					
Fund: 111 - GENERAL					
SCHOOLS & CONF-PD	SCHOOL & CONFERENCE				178.00
Fund 111 - GENERAL Total:					178.00
Vendor 09757 - WEBBER TYLER Total:					178.00
Vendor: 10034 - WRIGHT, KIMBERLEY					
Fund: 111 - GENERAL					
CLERK INSTITUTE/ACADEMY EX...	SCHOOL & CONFERENCE				96.01
Fund 111 - GENERAL Total:					96.01
Vendor 10034 - WRIGHT, KIMBERLEY Total:					96.01
Vendor: 03709 - WYOMING CHILD SUPPORT ENFORCEMENT					
Fund: 713 - CASH & INVESTMENT POOL					
CHILD SUPPORT	CHILD SUPPORT EE PAY				738.08
Fund 713 - CASH & INVESTMENT POOL Total:					738.08
Vendor 03709 - WYOMING CHILD SUPPORT ENFORCEMENT Total:					738.08
Vendor: 07239 - WYOMING FIRST AID & SAFETY SUPPLY, LLC					
Fund: 212 - TRANSPORTATION					
FIRST AID KIT SUPPLIES	DEPARTMENT SUPPLIES				80.19
Fund 212 - TRANSPORTATION Total:					80.19

## Expense Approval Report

Post Dates: 03/19/2019 - 04/01/2019

Description (Payable)	Account Name	(None)	(None)	(None)	Amount
Fund: 725 - CENTRAL GARAGE					
CENTRAL GARAGE- FIRST AID KI... DEPARTMENT SUPPLIES					23.40
Fund 725 - CENTRAL GARAGE Total:					23.40
Vendor 07239 - WYOMING FIRST AID & SAFETY SUPPLY, LLC Total:					103.59
Grand Total:					575,510.09

## Report Summary

## Fund Summary

Fund	Expense Amount	Payment Amount
111 - GENERAL	254,297.86	243.26
212 - TRANSPORTATION	44,324.48	0.00
213 - CEMETERY	918.76	0.00
218 - PUBLIC SAFETY	1,100.00	0.00
224 - ECONOMIC DEVELOPMENT	50,440.85	0.00
225 - MUTUAL FIRE	1,260.00	0.00
621 - ENVIRONMENTAL SERVICES	5,087.70	82.47
631 - WASTEWATER	17,753.75	82.47
641 - WATER	32,826.92	21,170.69
661 - STORMWATER	893.08	591.30
713 - CASH & INVESTMENT POOL	108,508.55	108,508.55
721 - GIS SERVICES	1.76	0.00
725 - CENTRAL GARAGE	5,928.67	0.00
812 - HEALTH INSURANCE	52,167.71	18,948.61
<b>Grand Total:</b>	<b>575,510.09</b>	<b>149,627.35</b>

## Account Summary

Account Number	Account Name	Expense Amount	Payment Amount
111-21311	SALES TAX PAYABLE	243.26	243.26
111-41115-000	FRANCHISE TAX	135,839.98	0.00
111-52111-111	DEPARTMENT SUPPLIES	522.38	0.00
111-52111-115	DEPARTMENT SUPPLIES	62.21	0.00
111-52111-116	DEPARTMENT SUPPLIES	1,029.34	0.00
111-52111-141	DEPARTMENT SUPPLIES	896.64	0.00
111-52111-142	DEPARTMENT SUPPLIES	1,153.83	0.00
111-52111-151	DEPARTMENT SUPPLIES	538.05	0.00
111-52111-171	DEPARTMENT SUPPLIES	575.91	0.00
111-52121-151	JANITORIAL SUPPLIES	89.25	0.00
111-52134-172	SPECIAL EVENTS	46.00	0.00
111-52163-142	INVESTIGATIVE EXPENSES	76.58	0.00
111-52221-151	AUDIOVISUAL SUPPLIES	154.38	0.00
111-52222-151	BOOKS	1,909.29	0.00
111-52223-143	PROGRAMMING	376.00	0.00
111-52223-151	PROGRAMMING	497.48	0.00
111-52411-141	POSTAGE	30.51	0.00
111-52411-142	POSTAGE	-5.04	0.00
111-52411-151	POSTAGE	23.60	0.00
111-52511-142	GASOLINE	96.89	0.00
111-52511-171	GASOLINE	25.00	0.00
111-53111-111	CONTRACTUAL SERVICES	186.67	0.00
111-53111-121	CONTRACTUAL SERVICES	1,290.00	0.00
111-53111-142	CONTRACTUAL SERVICES	5,189.54	0.00
111-53111-171	CONTRACTUAL SERVICES	17.95	0.00
111-53111-172	CONTRACTUAL SERVICES	87,500.00	0.00
111-53211-142	LEGAL FEES	208.98	0.00
111-53421-171	BUILDING MAINTENANCE	427.04	0.00
111-53441-142	EQUIPMENT MAINTENAN...	514.87	0.00
111-53441-171	EQUIPMENT MAINTENAN...	291.36	0.00
111-53451-142	VEHICLE MAINTENANCE	5,404.06	0.00
111-53471-171	GROUNDS MAINTENANCE	1,055.20	0.00
111-53521-111	HEATING FUEL	472.76	0.00
111-53521-141	HEATING FUEL	431.68	0.00
111-53521-142	HEATING FUEL	601.76	0.00
111-53521-151	HEATING FUEL	498.40	0.00
111-53521-171	HEATING FUEL	692.53	0.00
111-53521-172	HEATING FUEL	117.35	0.00
111-53561-111	TELEPHONE	5.01	0.00

## Account Summary

Account Number	Account Name	Expense Amount	Payment Amount
111-53561-112	TELEPHONE	4.61	0.00
111-53561-114	TELEPHONE	3.85	0.00
111-53561-115	TELEPHONE	1.24	0.00
111-53561-121	TELEPHONE	5.29	0.00
111-53561-141	TELEPHONE	7.52	0.00
111-53561-142	TELEPHONE	1,161.11	0.00
111-53561-143	TELEPHONE	47.36	0.00
111-53561-151	TELEPHONE	16.01	0.00
111-53561-171	TELEPHONE	2.35	0.00
111-53561-172	TELEPHONE	2.35	0.00
111-53571-141	CELLULAR PHONE	265.88	0.00
111-53631-111	RENT-MACHINES	148.76	0.00
111-53711-111	SCHOOL & CONFERENCE	934.11	0.00
111-53711-114	SCHOOL & CONFERENCE	857.10	0.00
111-53711-115	SCHOOL & CONFERENCE	395.86	0.00
111-53711-141	SCHOOL & CONFERENCE	779.10	0.00
111-53711-142	SCHOOL & CONFERENCE	659.93	0.00
111-53711-143	SCHOOL & CONFERENCE	-105.00	0.00
111-53821-171	PROP & EQUIP INSURANCE	15.77	0.00
111-53913-112	RECRUITMENT	7.96	0.00
212-52111-212	DEPARTMENT SUPPLIES	580.73	0.00
212-52171-212	STREET REPAIR SUPPLIES	8,642.96	0.00
212-53111-212	CONTRACTUAL SERVICES	570.00	0.00
212-53421-212	BUILDING MAINTENANCE	115.00	0.00
212-53441-212	EQUIPMENT MAINTENAN...	2,534.65	0.00
212-53451-212	VEHICLE MAINTENANCE	614.31	0.00
212-53521-212	HEATING FUEL	2,093.32	0.00
212-53561-212	TELEPHONE	6.70	0.00
212-53841-212	VEHICLE INSURANCE	376.81	0.00
212-54411-212	EQUIPMENT	28,790.00	0.00
213-52111-213	DEPARTMENT SUPPLIES	101.91	0.00
213-53431-213	ELECTRICAL MAINTENAN...	360.00	0.00
213-53441-213	EQUIPMENT MAINTENAN...	453.08	0.00
213-53561-213	TELEPHONE	3.77	0.00
218-54411-142	EQUIPMENT	1,100.00	0.00
224-53561-113	TELEPHONE	3.68	0.00
224-53711-113	SCHOOL & CONFERENCE	35.70	0.00
224-59111-114	ECONOMIC DEVELOPME...	50,401.47	0.00
225-52111-141	DEPARTMENT SUPPLIES	1,260.00	0.00
621-52111-621	DEPARTMENT SUPPLIES	423.41	0.00
621-52411-621	POSTAGE	82.47	82.47
621-53111-621	CONTRACTUAL SERVICES	136.36	0.00
621-53441-621	EQUIPMENT MAINTENAN...	1,998.14	0.00
621-53451-621	VEHICLE MAINTENANCE	1,906.10	0.00
621-53521-621	HEATING FUEL	536.56	0.00
621-53561-621	TELEPHONE	4.66	0.00
631-52111-631	DEPARTMENT SUPPLIES	368.55	0.00
631-52411-631	POSTAGE	82.47	82.47
631-53111-631	CONTRACTUAL SERVICES	249.67	0.00
631-53421-631	BUILDING MAINTENANCE	439.00	0.00
631-53451-631	VEHICLE MAINTENANCE	89.77	0.00
631-53531-631	ELECTRIC POWER	16,520.90	0.00
631-53561-631	TELEPHONE	3.39	0.00
641-21311	SALES TAX PAYABLE	21,088.23	21,088.23
641-52117-641	SAMPLES	463.00	0.00
641-52411-641	POSTAGE	219.64	82.46
641-52611-641	CHEMICALS	2,237.65	0.00
641-53111-641	CONTRACTUAL SERVICES	199.44	0.00

**Account Summary**

Account Number	Account Name	Expense Amount	Payment Amount
641-53441-641	EQUIPMENT MAINTENAN...	7.39	0.00
641-53521-641	HEATING FUEL	132.99	0.00
641-53531-641	ELECTRIC POWER	8,476.69	0.00
641-53561-641	TELEPHONE	1.89	0.00
661-21311	SALES TAX PAYABLE	591.30	591.30
661-53111-661	CONTRACTUAL SERVICES	29.99	0.00
661-53121-661	CONSULTING SERVICES	270.00	0.00
661-53561-661	TELEPHONE	1.79	0.00
713-21512	MEDICARE W/H EE PAYAB...	7,579.46	7,579.46
713-21513	FICA W/H EE PAYABLE	27,806.72	27,806.72
713-21514	FED W/H EE PAYABLE	22,423.72	22,423.72
713-21517	POL UNION DUES EE PAY	576.00	576.00
713-21518	FIRE UNION DUES EE PAY	225.00	225.00
713-21523	LIFE INS EE PAYABLE	22.75	22.75
713-21524	SMEC EE PAYABLE	156.50	156.50
713-21527	WAGE ATTACHMENT EE ...	412.98	412.98
713-21528	REGULAR RETIRE EE PAY	17,102.43	17,102.43
713-21529	DEFERRED COMP EE PAY	2,572.24	2,572.24
713-21531	RETIRE FIRE EE PAYABLE	7,013.25	7,013.25
713-21533	RETIRE POLICE EE PAY	10,363.66	10,363.66
713-21534	DIS INC INS EE PAYABLE	25.95	25.95
713-21539	CHILD SUPPORT EE PAY	2,088.63	2,088.63
713-21541	HSA EE PAYABLE	10,139.26	10,139.26
721-53561-721	TELEPHONE	1.76	0.00
725-52111-725	DEPARTMENT SUPPLIES	595.32	0.00
725-52181-725	UNIFORMS & CLOTHING	8.96	0.00
725-52531-725	OIL & ANTIFREEZE	2,847.44	0.00
725-53441-725	EQUIPMENT MAINTENAN...	2,177.38	0.00
725-53521-725	HEATING FUEL	298.37	0.00
725-53561-725	TELEPHONE	1.20	0.00
812-53861-112	PREMIUM EXPENSE	33,219.10	0.00
812-53862-112	CLAIMS EXPENSE	18,448.70	18,448.70
812-53863-112	FLEXIBLE BENFT EXPENSES	499.91	499.91
<b>Grand Total:</b>		<b>575,510.09</b>	<b>149,627.35</b>

**Project Account Summary**

Project Account Key	Expense Amount	Payment Amount
**None**	487,708.31	149,627.35
2147853111	87,500.00	0.00
6002053111	29.99	0.00
6002053561	1.79	0.00
6002553111	270.00	0.00
<b>Grand Total:</b>	<b>575,510.09</b>	<b>149,627.35</b>

## UTILITY REFUNDS 4-1-19

Account #	Status	Contact	Service Address	Refund Amount
<u>030-5716-01</u>	Inactive	JUSTIN D FOCKEN	617 BLUFF ST SCOTTSBLUFF NE 69361	25.7
<u>035-3082-03</u>	Inactive	VICTOR CHAVEZ	223 W 14TH ST SCOTTSBLUFF NE 69361	16.66
<u>035-1318-06</u>	Inactive	KADEE CUTLER	412 W OVERLAND SCOTTSBLUFF NE 69361	12.53
<u>035-1390-04</u>	Inactive	BENJAMIN PAEZ	1318 AVE H SCOTTSBLUFF NE 69361	82.85
<u>070-3883-02</u>	Inactive	BRANDT RENTALS MARTIN BRANDT	2701 5TH AVE SCOTTSBLUFF NE 69361	2.86
<u>015-6724-03</u>	Inactive	THORN & ROSES, LLC	1 STONEY CREEK DR SCOTTSBLUFF NE 69361	18.98
Total				
6				\$159.58



# **City of Scottsbluff, Nebraska**

**Monday, April 1, 2019**

**Regular Meeting**

## **Item Pub. Hear.1**

**Council to conduct a Public Hearing for this date at 6:00 p.m. to consider a Redevelopment Plan by 26 Group, LLC for the Fuel Station and Convenience Store Project.**

**Staff Contact: City Council**

## **CITY OF SCOTTSBLUFF REDEVELOPMENT PLAN**

### ***Fuel Station and Convenience Store***

***By: 26 Group, LLC***

#### **1. Introduction/Executive Summary**

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

Under this Plan, the Redeveloper proposes to develop the “Project Site” (as defined below) into a gasoline and diesel fuel station for cars, RVs, and trucks, along with convenience store with a fast food area, restrooms, and an office area. The Project Site has been declared to be blighted and substandard. The Redeveloper is requesting tax increment financing for certain eligible costs and expenses related to the Project.

#### **2. Blighted and Substandard Condition of Project Site (NEB. REV. STAT. §§ 18-2103 (3) and (31) and 18-2109)**

On February 19, 2019, the City declared the Project Site and surrounding areas as blighted and substandard as defined in the Nebraska Community Development Law.

#### **3. Statutory Elements (NEB. REV. STAT. §§ 18-2103(27) and 18-2111)**

- A. *Boundaries of the Project Site:*** The Project Site is located at Lot 1, Block 1, Western Addition, City of Scottsbluff, Scotts Bluff County, Nebraska. The address is 1007 E. Hwy 26, Scottsbluff, Nebraska. This Plan also includes adjacent public right of way as necessary for access, public utilities and other potential public improvements related to the Project Site. Aerial maps and the final plat of the Project Site are found in Attachment 1.
- B. *Land Acquisition:*** The owners of the Redeveloper, Eric and Brandy Reichert, acquired the Project Site in September of 2018 in contemplation of redeveloping the Project Site, conditional upon financing. The Project Site will be acquired by the Redeveloper for redevelopment.
- C. *Land Coverage and Building Intensities:*** The Project Site is approximately 5 acres (217,800 square feet). The proposed estimated building coverages/intensities are as follows:
- Convenience Store: 7,000 square feet
  - Canopies: 24’ x 132’ and 24’ x 144’
  - Paving: 139,500 square feet
  - Truck Wash: 5,500 square feet (not included in initial development)
  - Truck Scale: 1,000 square feet (not included in initial development)
- D. *Land Uses:*** See Attachment 2 for existing land uses of the area surrounding the Project Site. After development, the Project Site will be used as a fuel station and convenience store.

- E. Existing Uses and Condition:** The Project Site is currently vacant. A prior preliminary plat shows the current utilities and other conditions surrounding the Project Site. See Attachment 3.
- F. Site Plan:** See Attachment 4
- G. Demolition and Removal of Structures:** No demolition and removal of structures will be necessary.
- H. Population Densities:** The Plan does not contemplate a change in population densities around the Project Site. Increased traffic to and use on the Project Site will likely result due to the increased employment and customers on the Project Site.
- I. Zoning Changes:** The Project Site is zoned as M-1 (Light Manufacturing and Industrial), which includes convenience stores with dispensing gasoline as a permitted use. Thus, no zoning changes are necessary.
- J. Additional Public Facilities and Utilities:** City water and sewer utilities will need to be extended to the Project Site. The location of such extensions will be subject to utility site plans approved by the City Engineer. It is necessary to increase the elevation of the Project Site. The Redeveloper and City have entered into an agreement under which the Redeveloper will excavate and use fill material from the City's stormwater detention facility located east of 27<sup>th</sup> Street and Highway 26 (the Scottsbluff Drain) to sufficiently elevate the Project Site in lieu of onsite storm water detention.
- K. Street Layouts, Street Levels, and Grades:** No changes to street layouts, street levels, and grades are needed for this Plan.
- L. Ordinance and Building Code Changes:** No ordinance or building code changes are contemplated by the Plan.
- 4. Conformity to General Plan of the City (NEB. REV. STAT. §§ 18-2112, 18-2113(1), and 18-2116(1)(a)).**

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

According to the City's 2016 Comprehensive Plan, the Project Site is located in the Southeast Industrial and Commercial District. This area is characterized as having active daytime and nighttime hours, heavy personal and commercial vehicular traffic, a wide variety of buildings and a high amount of noise and smells tolerated closer to Highway 26. Under the theme, "Growing as a regional leader of commerce and economic opportunity" this area is listed as a "key area for heavier commercial and industrial."

The Comprehensive Plan provides the following principles for sustainable development in this area:

- Plans and investments to increase economic viability of business corridor in East Overland.
- Encourage infill development through mitigation of blighted properties and incentives.
- Economic industrial growth on City periphery along Highway 26 and South 21<sup>st</sup> Avenue.

Thus, this Plan conforms to the Comprehensive Plan.

In addition, the Blight and Substandard Determination Study adopted by the City Council related to this Project Site recognizes that due to a number of challenges, this area has not kept pace with community standards while other areas along the Highway 26 corridor have seen steady growth and development.

The Study also recognizes that being adjacent to the sugar factory presents challenges. Traffic circulation is tight and parking is minimal. The sugar factory structures and activities present the appearance of limited space to the south.

This Plan begins to address these challenges by initiating growth and development along Highway 26 and near the sugar factory. The Project could encourage development to continue throughout the adjacent blighted and substandard areas including the East Overland Corridor.

## 5. Proposed Financing

**A. Tax Increment Financing.** The Redeveloper is requesting tax increment financing to pay for statutorily eligible expenses, to the extent such funds are available. The tax increment financing will be generated from the increased property taxes to be paid on the Project Site after development all in accordance with NEB. REV. STAT. § 18-2147. The amount of the available proceeds from tax increment financing ("TIF Revenues") is estimated at approximately \$900,000.00, calculated as follows:

2018 Assessed Value:		
Land:	\$ 100,895.00	
Building/Improvements	\$ _____ .00	
Total		<u>\$ 100,895.00</u>
Estimated Value after Completion		
Land:	\$ 514,000.00	
Building/Improvements:	<u>\$2,362,360.00</u>	
Total		<u>\$2,876,360.00</u>
Increment Value:		\$2,775,465.00
Multiplied by approximate 2.16% levy	x 0.0216	
Annual TIF Revenues Generated (Rounded)	\$ 60,000.00	
Multiplied by 15 years (Maximum Duration of TIF)	x _____ 15	
Estimated TIF Revenues Available:		<u>\$ 900,000.00</u>

This estimated amount must be reduced to present value based on an interest rate to be agreed upon by the Redeveloper and the City to support a tax increment financing bond ("TIF Indebtedness").

Because the Plan proposes the use of tax increment financing, the City must find that the Plan would not be economically feasible without the use of tax increment financing and the Project would not occur in the blighted and substandard area without the use of tax increment financing. The City and the CRA must also find that the costs and benefits of the Project, including costs and benefits to other affected political subdivisions, the economy of the community, and the demand for public and private services have been analyzed and been found to be in the long-term best interest of the community. NEB. REV. STAT. §§ 18-2113(2) and 18-2116(1)(b).

The Redeveloper certifies that the Plan would not be economically feasible and would not occur in the blighted and substandard area without the use of tax increment financing. The Redeveloper has submitted a letter from its lender for the Project, Great Western Bank, stating that tax increment financing is necessary for the Project. See Attachment 5.

Notwithstanding the foregoing, the Redeveloper understands the liability of the CRA and City is limited to the TIF Revenues received by the CRA related to the Project to pay the TIF Indebtedness. The Redeveloper shall look exclusively to the TIF Revenues related to this Project for the payment of any TIF Indebtedness. The Redeveloper acknowledges that the above figures are, and any TIF Indebtedness will be set, based on estimates and assumptions, including expectations as to the completion of construction and property valuations suggested by the Redeveloper, which may alter substantially and materially, and that tax increment revenues may be altered or eliminated entirely based on future decision of the Nebraska Legislature or the voters of the State of Nebraska or by future court decisions.

Below are the portions of the project, and estimated costs, which the Redeveloper proposes to be paid for with TIF Revenues

<u>Description</u>	<u>Estimated Cost</u>
Site Acquisition	\$ 514,000.00
Site Preparation	
Compacted Fill	\$ 205,000.00
Gas Line Relocation	\$ 12,610.00
Site Utilities	
Sanitary Sewer	\$ 51,615.00
Water	\$ 12,175.00
Storm Sewer	\$ 17,900.00
30" Curb and Gutter	\$ 41,000.00
Barrier Sidewalk	\$ 18,240.00
Site Lighting	\$ 120,000.00
Civil Engineering	\$ 21,000.00
<u>Plan Preparation/Legal</u>	<u>\$ 14,000.00</u>
TOTAL	\$1,027,540.00

A proposed statutory Cost-Benefit Analysis of the Project is attached as Attachment 6.

**B. Private Investment/Financing.** The Redeveloper will make a substantial private investment in and obtain private financing for in the private improvements such as the building and personal property estimated at \$4,000,000.00.

*Please note that all the figures in this Plan are estimates and tax increment financing granted will be based on actual costs incurred for eligible expenses.*

6. Implementation of the Plan.

Upon approval of this Plan, the Redeveloper will enter into a Redevelopment Contract with the CRA which shall govern the implementation of this Plan. All public improvements related to this Plan shall be according to (a) engineered plans and specifications approved in writing by the City in advance of commencement of construction, (b) all ordinances and codes adopted by the City, as in effect at the time that the public improvements are constructed, and (c) any other agreement related to the public improvements between the Redeveloper and the City. The Redevelopment Contract between the Redeveloper and the CRA shall not replace or supersede the need for the Redeveloper to obtain other agreements, consents, permits, or licenses from the City related to the public improvements or other improvements as may be required by the City for the type of work to be performed on the Project Site.

This Redevelopment Plan is submitted by the Redeveloper on the date set forth below.

Dated: 3/28/19

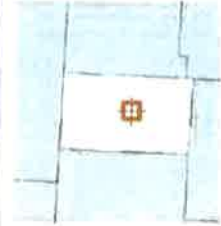
26 Group, LLC

By:   
Eric Reichert, President

**26 Group, LLC Fuel Station and Convenience Store Redevelopment Plan  
Attachment 1  
Aerial Maps and Final Plat of Project Site**



**Overview**



**Legend**

-  Parcels
-  Roads

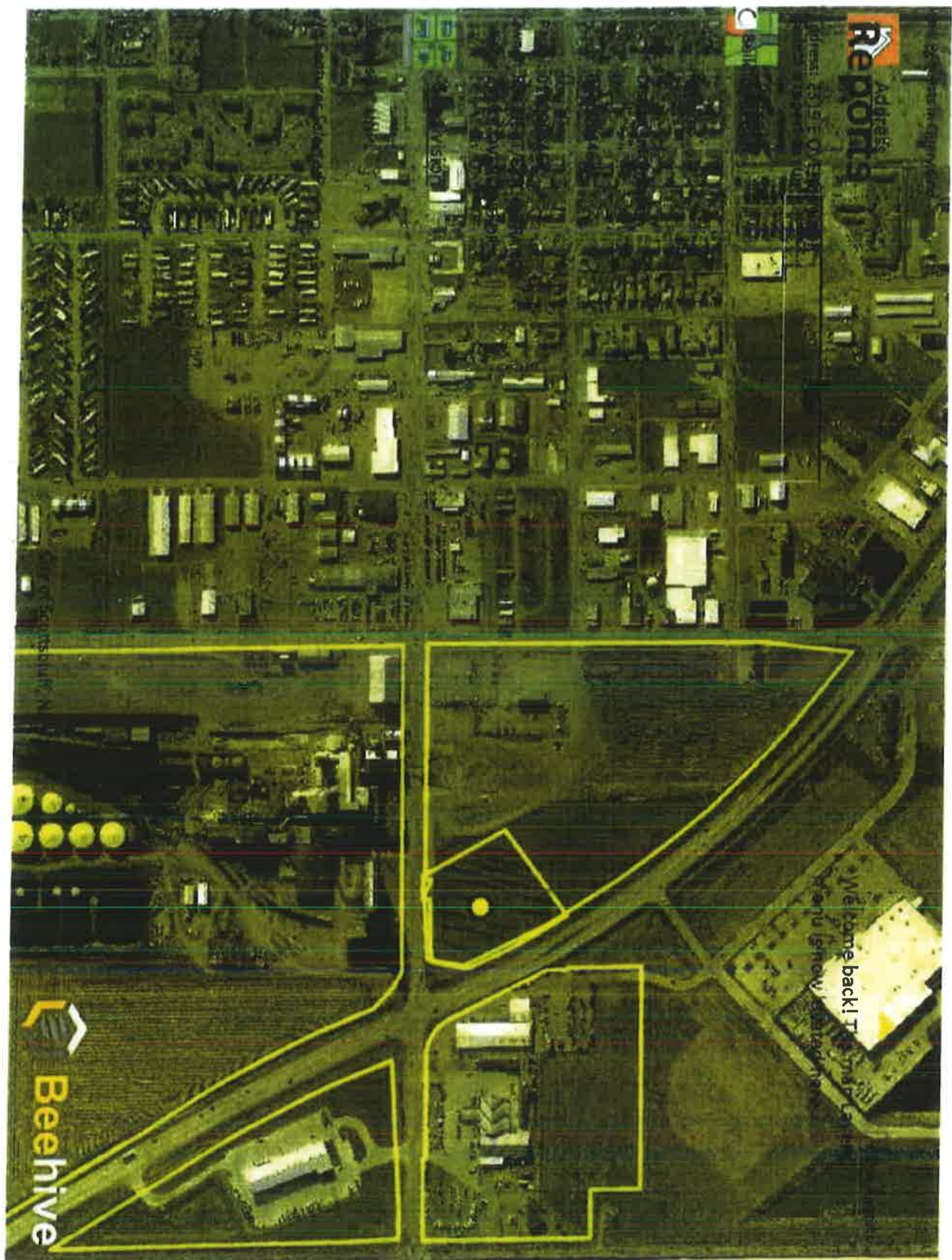
<b>Parcel ID</b>	010000446	<b>Alternate ID</b>	n/a	<b>Owner Address</b>	REICHERT/ERIC & BRANDY
<b>Sec/Twp/Rng</b>	19/22/54	<b>Class</b>	n/a		1502 19TH AVE
<b>Property Address</b>	1007 E HWY 26	<b>Acreage</b>	n/a		SCOTTSBLUFF NE 69361
<b>District</b>	n/a				
<b>Brief Tax Description</b>	BLK 1, WESTERN ADD (5)				
	(Note: Not to be used on legal documents)				

**DISCLAIMER:** This map measurement's and all associated data are approximate and not to be used for any official purposes. Scotts Bluff County assumes no liability associated with the use or misuse of this information.

Date created: 2/18/2019

Developed by  **Schneider**  
GEOSPATIAL





04/05/2014





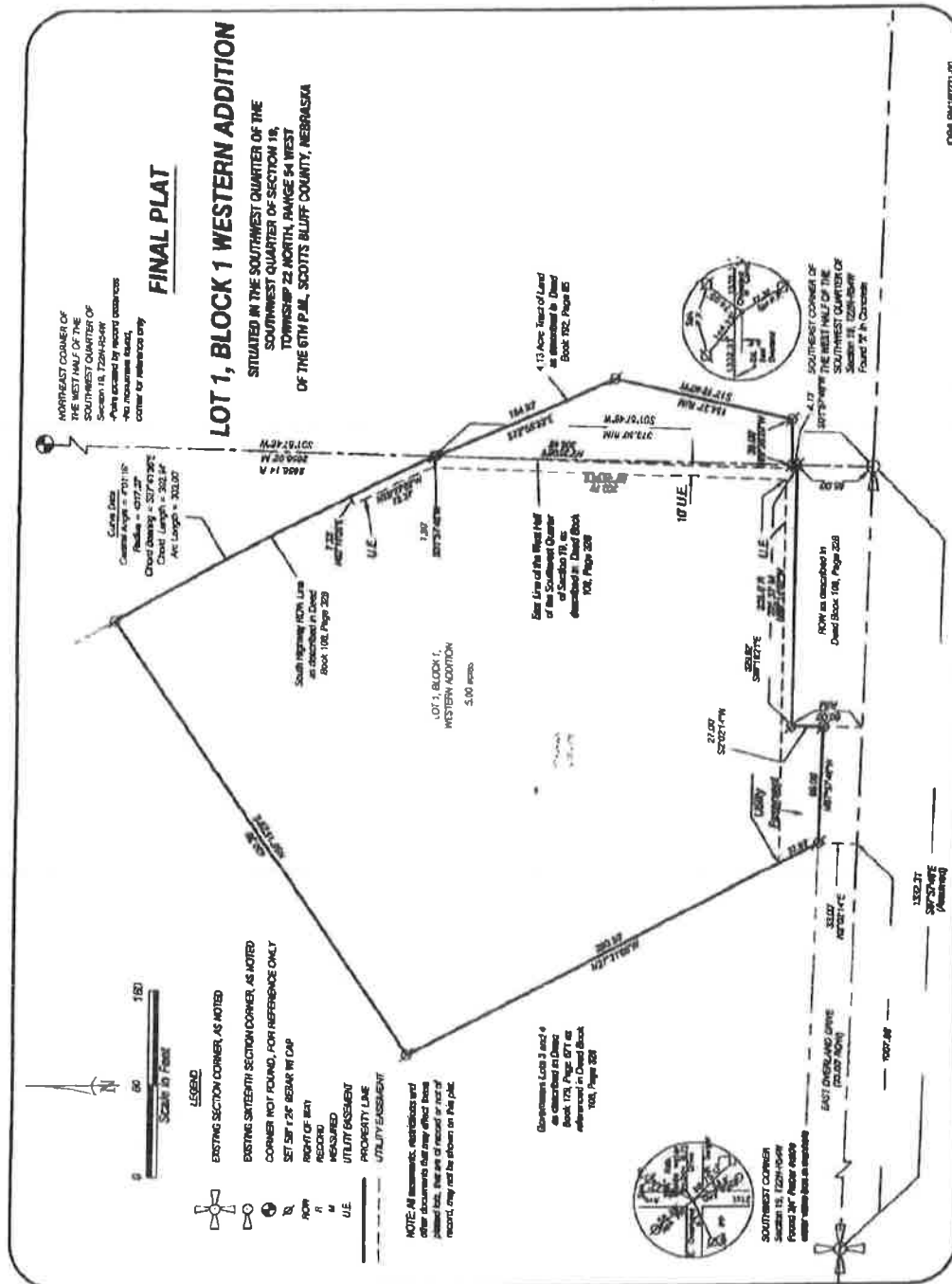


NAME: JOHN DOE  
 ADDRESS: 123 MAIN ST  
 CITY: ANYTOWN  
 STATE: CA  
 ZIP: 90210  
 PHONE: 555-1234

9-19-18 INST. 2018 10:09 AM 4213

Jean A. Bauer

REGISTER OF DEEDS



LOT 1, BLOCK 1,  
WESTERN ADDITION  
SCOTTSBLUFF, NEBRASKA  
SHEET 2 OF 3

### SURVEYOR'S CERTIFICATE

I, Dennis P. Sullivan, a Nebraska Registered Land Surveyor, hereby certify that I, or under my direct supervision, have surveyed and prepared a plat of a Tract of land situated in the Southwest Quarter of the Southwest Quarter of Section 19, Township 22 North, Range 64 West of the 6th P.M., Scotts Bluff County, Nebraska, more particularly described as follows:

Commencing at the Southwest Corner of Section 19, thence easterly on the south line of the Southwest Quarter of Section 19, on an assumed bearing of S87°57'46"E, a distance of 1007.86 feet, thence bearing N02°02'14"E, a distance of 33.00 feet, to the point of intersection with the north 33 foot right of way line of East Overland Drive, and the middle of a driveway, said point being the Point of Beginning, thence bearing N27°21'05"W, a distance of 380.50 feet, thence bearing N56°15'28"E, a distance of 450.36 feet, to the point of intersection with the south right of way line of U.S. Highway 26, as described in Deed Book 108, Page 328, and the point of intersection with a non-tangent curve to the right, said curve having a central angle of 4°01'16", a radius of 4317.37 feet, a chord bearing of S27°41'36"E and a chord length of 302.94 feet, thence southeasterly on the arc of said right of way line, a distance of 308.00 feet, to the point of intersection with the east line of the west half of the Southwest Quarter Section 19, and a point being 373.50 feet (Record and Measured) north of the section corner as described in Deed Book 108, Page 328, thence southerly on said quarter section line, bearing S01°57'46"W, a distance of 1.90 feet, to the point of intersection with a tract of land as described in Deed Book 192, Page 85, said line also being the south right of way line of U.S. Highway 26, thence southeasterly on the north line of said tract and said south right of way line, bearing S22°55'32"E, a distance of 164.92 feet, thence southwesterly on the east line of said tract and U.S. Highway 26 right of way, bearing S13°16'40"W, a distance of 154.27 feet, (record and measured), to the point of intersection with the north line of highway right of way as described in Deed Book 108, Page 328, thence bearing S80°36'20"W, a distance of 39.08 feet, to the point of intersection with the east line of the west half of the Southwest Quarter of Section 19, thence southerly on said quarter section line, bearing S01°57'46"W, a distance of 4.13 feet, and the point of intersection with the north right of way line of U.S. Highway 26 Right of Way as described in Deed Book 108, Page 328, thence northwesterly on said right of way line, bearing N89°14'02"W, a distance of 225.37 feet measured (225.6 feet record), thence southerly on said right of way line, bearing S02°02'14"W, a distance of 27.00 feet, to the point of intersection with the north 33 foot right of way line of East Overland Drive, thence bearing N87°57'46"W, a distance of 99.08 feet, to the Point of Beginning, said tract containing an area of 5.00 Acres, more or less.

That the accompanying plat is a true delineation of such survey drawn to a scale of 80 feet to the inch. That all dimensions are in feet and decimals. That each lot and block has its own number and that the boundary of the plat is shown with a heavy solid line with dashed lines being for orientation purposes only. That all corners found or set are marked as shown.

WITNESS MY HAND AND SEAL THIS 23<sup>rd</sup> DAY OF August, 2018.  
FOR THE FIRM OF M. C. SCHAFF AND ASSOCIATES, INC.

  
Dennis P. Sullivan, Nebraska Registered Land Surveyor, L. S. 562



### OWNER'S STATEMENT

We, the undersigned, being the owners of unplatted land situated in the Southwest Quarter of the Southwest Quarter of Section 19, Township 22 North, Range 64 West of the 6th p.m., Scotts Bluff County, Nebraska, as described in the foregoing 'Surveyor's Certificate' and shown on the accompanying plat have caused such real estate to be platted as LOT 1, BLOCK 1, WESTERN ADDITION to the City of Scottsbluff, Scotts Bluff County, Nebraska situated in the Southwest Quarter of the Southwest Quarter of Section 19, Township 22 North, Range 64 West of the 6th P.M., Scotts Bluff County, Nebraska.

We hereby dedicate the easements shown for the use and benefit of the public.

That the foregoing plat is made with the free consent and in accordance with the desires of the undersigned owners.  
Dated this 17 day of September, 2018.

Owner:  
A.E. Staley Manufacturing Co / Western Sugar

  
By: Jerry Barnell, Vice President of Agriculture

09-17-2018 4:21:3

LOT 1, BLOCK 1,  
WESTERN ADDITION  
SCOTTSBLUFF, NEBRASKA  
SHEET 3 OF 3

### ACKNOWLEDGEMENT

STATE OF NEBRASKA )  
COUNTY OF SCOTTS BLUFF )

Before me, a Notary Public, qualified and acting in said County, personally came Jerry Darnell, Vice President of Agriculture for A. E. Staley Manufacturing Corporation / Western Sugar to me known to be the identical person whose signature is affixed to the foregoing 'Owner's Statement' and acknowledged the execution thereof to be his voluntary act and deed and the voluntary act and deed of the A. E. Staley Manufacturing Corporation / Western Sugar.

WITNESS MY HAND AND SEAL THIS 17 DAY OF September 2018.

Vicki E. Weber  
Notary Public

My Commission Expires 09-02-22



### APPROVAL AND ACCEPTANCE

The foregoing plat of LOT 1, BLOCK 1, WESTERN ADDITION to the City of Scottsbluff, Scotts Bluff County, Nebraska situated in the Southwest Quarter of the Southwest Quarter of Section 18, Township 22 North, Range 54 West of the 6th P.M., Scotts Bluff County, Nebraska is hereby approved by the Mayor and City Council of the City of Scottsbluff, Scotts Bluff County, Nebraska,

by resolution duly passed this 17 day of September 2018.

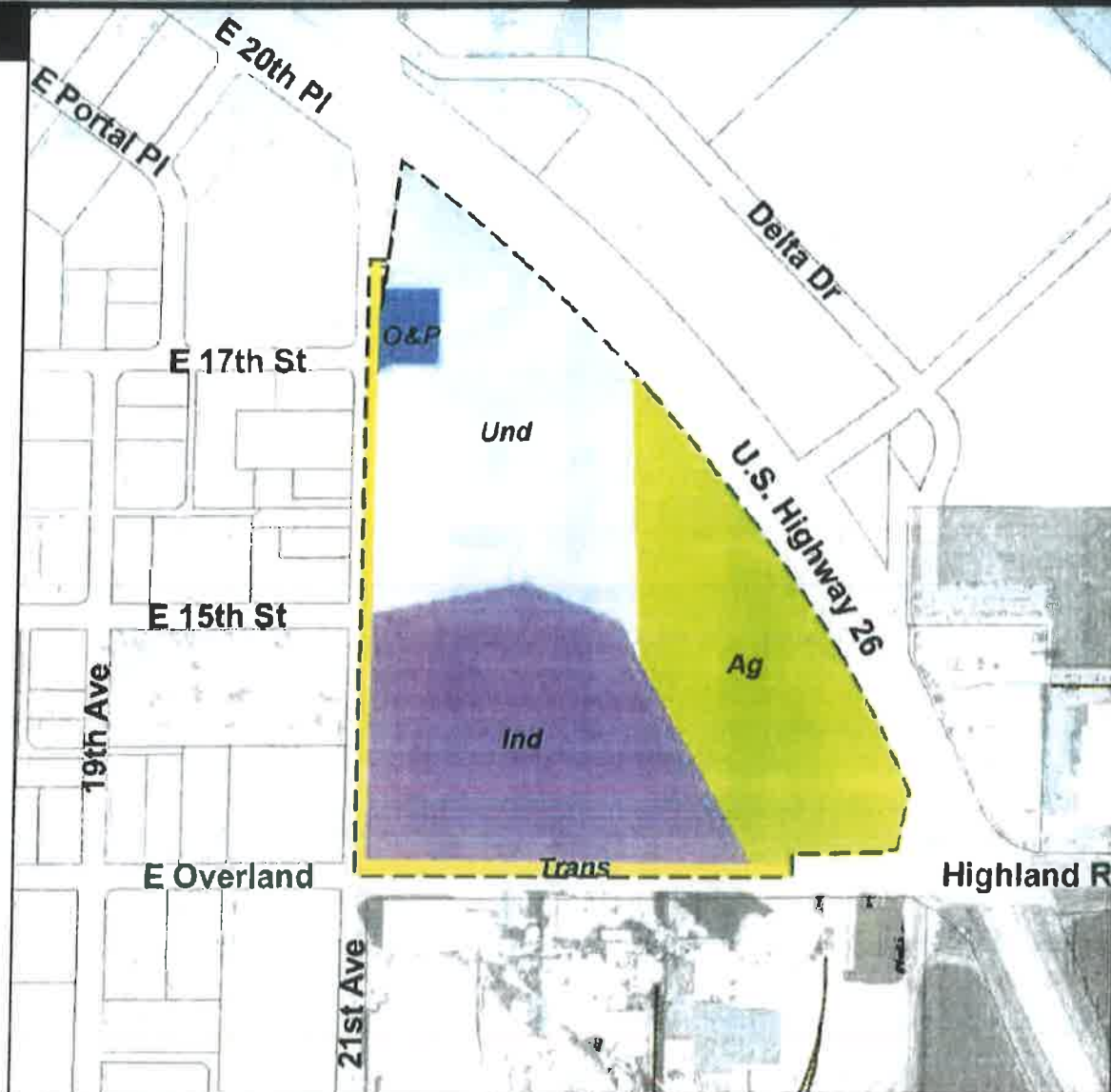
Randy Mettlinger  
Randy Mettlinger, Mayor

ATTEST:

Kimberly Wright  
City Clerk



**26 Group, LLC Fuel Station and Convenience Store Redevelopment Plan  
Attachment 2  
Land Uses**



- Land Use**
- Agriculture
  - Office & Professional
  - Industrial
  - Public Streets
  - Vacant / Undeveloped
  - Study Area



## Existing Land Use

City of Scottsbluff  
Scotts Bluff County, NE

Structure age obtained from  
Scotts Bluff County Assessor  
online data sheets, Jan. 2019.



**MCS**  
FAMILY OF COMPANIES

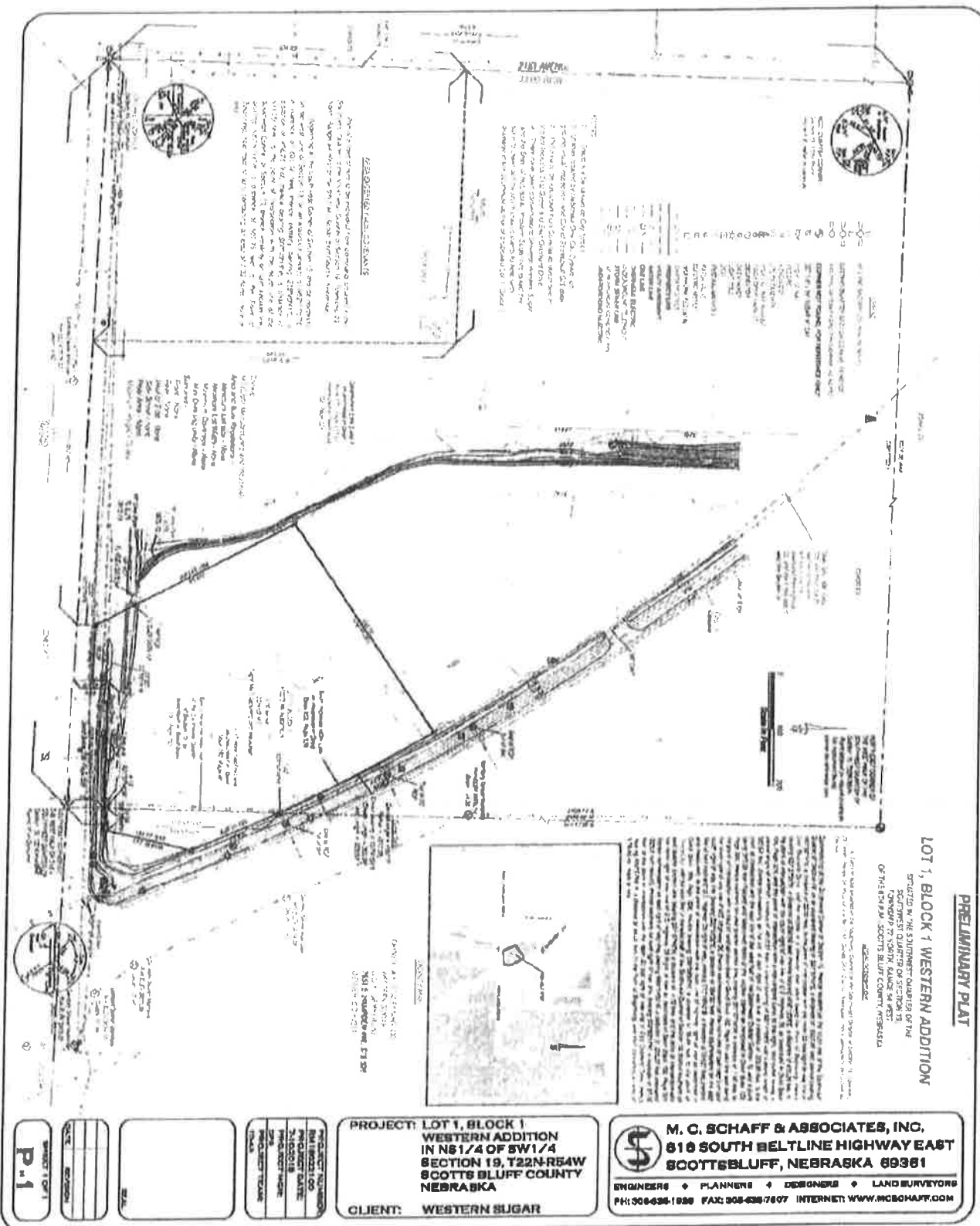
Headquarters:  
212 South Bedford Highway East, Scottsbluff, Nebraska 68901  
Phone (308) 675-1926 Fax (308) 635-7801 [www.MCSfamilyofcompanies.com](http://www.MCSfamilyofcompanies.com)

Blight Study - City of Scottsbluff, NE

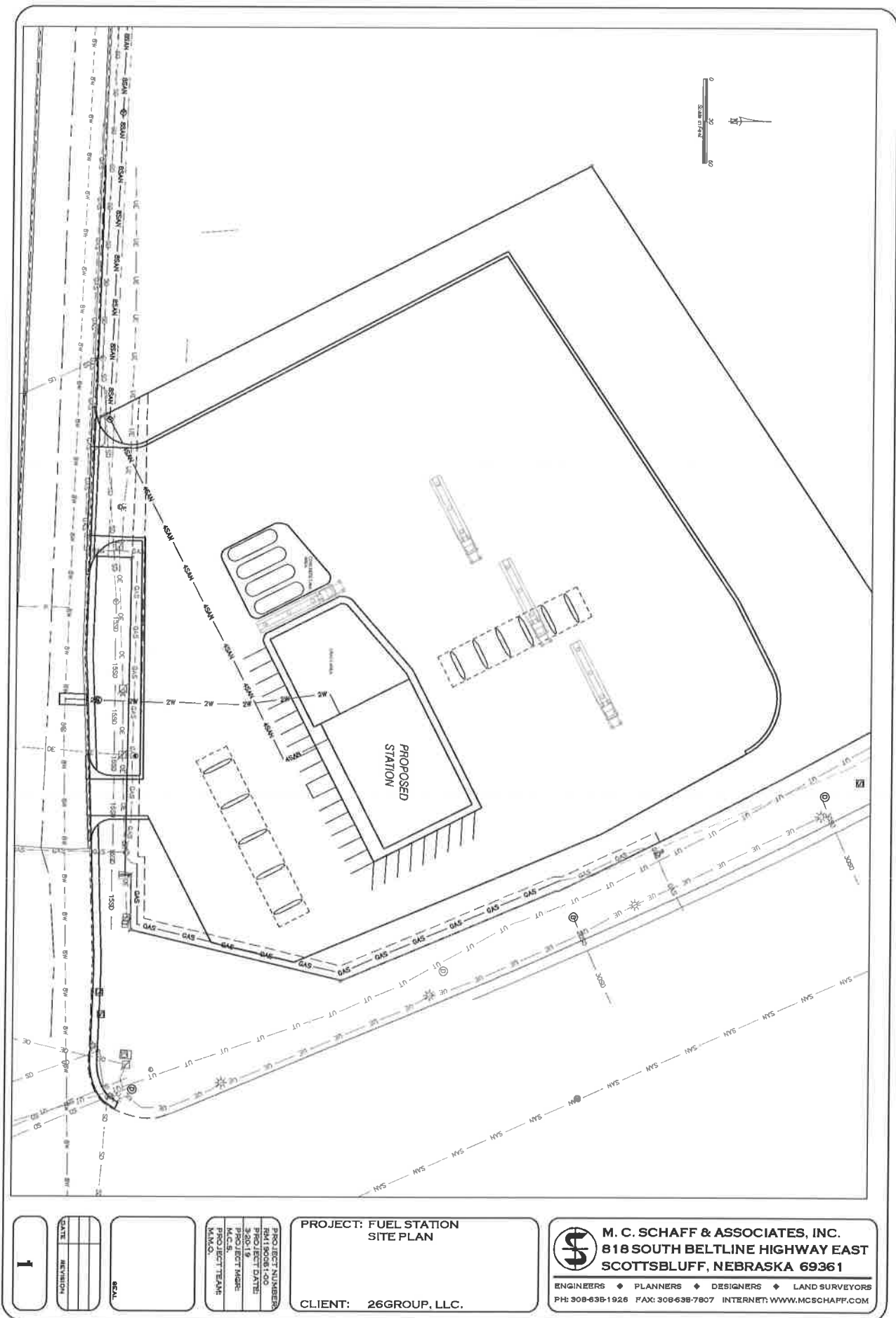
page 11

**26 Group, LLC Fuel Station and Convenience Store Redevelopment Plan  
Attachment 3  
Preliminary Plat**





**26 Group, LLC Fuel Station and Convenience Store Redevelopment Plan  
Attachment 4  
Site Plan**



**26 Group, LLC Fuel Station and Convenience Store Redevelopment Plan  
Attachment 5  
Letter from Great Western Bank**

**Question #12b Attachment**

January 15, 2019

26 Group, LLC  
C/O Eric and Brandy Reichert  
5415 Oriole Dr  
Scottsbluff, NE 69361

RE: Tax Increment Financing

To Whom It May Concern;

Great Western Bank has reviewed the proposed project and is willing to finance the project with the assistance of tax increment financing. In our financial analysis the project is not cost feasible to build without tax increment financing and Great Western Bank would not be able to fund the project without it.

Sincerely,



Troy Brandt  
Business Banker  
Great Western Bank

**GreatWesternBank.com**

**26 Group, LLC Fuel Station and Convenience Store Redevelopment Plan  
Attachment 6  
Cost-Benefit Analysis**

**CITY OF SCOTTSBLUFF REDEVELOPMENT PLAN**

***Fuel Station and Convenience Store***

***By: 26 Group, LLC***

**Cost Benefit Analysis**

**A. *Tax Revenues and Tax Shifts Resulting from the Division of Taxes.*** The base value of the Project Site will be available to the local taxing jurisdictions regardless of the tax increment financing. The local taxing jurisdictions are the City, Scotts Bluff County, Scottsbluff Public Schools, WNCC, ESU 13, and North Platte NRD. The tax increment revenues created by the Project are estimated to be approximately \$60,000.00 per year. These tax increment revenues will not be available to local taxing jurisdictions for 15 years after the effective date of the division of taxes, or earlier if the TIF Revenues pay off the TIF Indebtedness early. During those times, the tax increment revenues from the Project Site will be used to reimburse the Redeveloper for the eligible development costs (with interest) necessary for the Project, as set forth in the Redevelopment Plan.

**B. *Public Infrastructure and Community Public Service Needs Impacts and Local Tax Impacts Arising from Project Approval.*** This Project will require getting City water and sewer utilities to the Project Site. Tax increment financing will pay for these improvements, and thus, no additional local tax impacts, except those identified in section A above will result from the Project.

The Redeveloper and City have entered into an agreement under which the Redeveloper will excavate and use fill material from the City's stormwater detention facility located east of 27<sup>th</sup> Street and Highway 26 (the Scottsbluff Drain) to sufficiently elevate the Project Site in lieu of onsite storm water detention.

**C. *Impacts on Employers and Employees of Firms Locating or Expanding Within the Boundaries of the Redevelopment Project Area.*** Currently there is no employment on the Project Site. Employment on the Project Site at the fuel station and convenience store is estimated by the Redeveloper as follows:

2 Full Time Managers  
2 Full Time Assistant Managers  
3 Full Time Cooks  
2 Part Time Cooks  
5 Part Time Cashiers

**D. *Impacts on other Employers and Employees within the City and immediate area located outside the Redevelopment Project Area.*** No negative impacts on other employers and employees in the area are expected.

**E. *Impacts on Student Populations of School Districts within the City.*** No negative impacts on the student population at Scottsbluff Public Schools are expected.

**F. *Other Impacts.***

- The Redeveloper estimates a substantial amount of personal property to be added as a result of this Project. Personal property taxes are not included in tax increment financing and are immediately available to the local taxing jurisdictions.
- The Project is expected to create additional sales tax revenues.

# Simmons Olsen Law Firm, P.C., L.L.O.

Attorneys at Law

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Rick L. Ediger  
Steven W. Olsen  
Kent A. Hadenfeldt  
John L. Selzer  
Adam A. Hoelsing  
Leslie A. Shaver\*\*  
Jonathan C. Hunzeker\*  
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John A. Selzer, Of Counsel  
Steven C. Smith, Of Counsel

Robert G. Simmons, Jr. (1918-1998)  
John F. Simmons, Retired

ALLIANCE OFFICE  
129 East 5th Street  
Alliance, NE 69301  
(308) 761-0474

\*Also admitted in Wyoming  
\*\*Also admitted in Colorado

Please Direct All Correspondence  
To Scottsbluff Office

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To: City of Scottsbluff City Council  
From: John L. Selzer, Deputy City Attorney  
Date: March 28, 2019  
Re: 26 Group Redevelopment Plan

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**Introduction:** At your April 1, 2019 meeting, you will consider approval of the Redevelopment Plan for the *Fuel Station and Convenience Store* Project (the “Plan” and the “Project”) submitted by 26 Group, LLC (the “Redeveloper”). The proposed Project is in an area that has previously been designated as blighted and substandard and in need of redevelopment.

## **Standards of Review:**

### ***1. Conformity to Comprehensive Plan and Community Development Law.***

One of the standards of your review is to analyze whether the Project and Plan conform to the 2016 Scottsbluff Comprehensive Plan (the “Comprehensive Plan”). According to the Comprehensive Plan, the Project Site is located in the Southeast Industrial and Commercial District. This area is characterized as having active daytime and nighttime hours, heavy personal and commercial vehicular traffic, a wide variety of buildings and a high amount of noise and smells tolerated closer to Highway 26. Under the theme, “Growing as a regional leader of commerce and economic opportunity” this area is listed as a “key area for heavier commercial and industrial.”

The Comprehensive Plan provides the following principles for sustainable development in this area:

- Plans and investments to increase economic viability of business corridor in East Overland.
- Encourage infill development through mitigation of blighted properties and incentives.
- Economic industrial growth on City periphery along Highway 26 and South 21<sup>st</sup> Avenue.

The Project Site is zoned as M-1 (Light Manufacturing and Industrial), which includes convenience stores with dispensing gasoline as a permitted use. Thus, no zoning changes are necessary.

Both the Planning Commission and CRA have conducted this same review and recommended approval of the Plan.



In addition, you must consider whether the Plan is in conformity with the legislative declarations and determinations set forth in the Community Development Law. Those declarations include, among other things that:

[Blighted and substandard] conditions are beyond remedy and control solely by regulatory process in the exercise of the police power and cannot be dealt with effectively by the ordinary operations of private enterprise without the aids herein provided. The elimination of such conditions and the acquisition and preparation of land in or necessary to the renewal of substandard and blighted areas and its sale or lease for development or redevelopment in accordance with general plans and redevelopment plans of communities and any assistance which may be given by any state public body in connection therewith are public uses and purposes for which public money may be expended and private property acquired. The necessity in the public interest for the provisions of the Community Development Law is hereby declared to be a matter of legislative determination. NEB. REV. STAT. § 18-2102.

The Blight and Substandard Determination Study adopted by the City Council related to this Project Site recognizes that due to a number of challenges, this area has not kept pace with community standards while other areas along the Highway 26 corridor have seen steady growth and development. The Study also recognizes that being adjacent to the sugar factory presents challenges. Traffic circulation is tight and parking is minimal. The sugar factory structures and activities present the appearance of limited space to the south. This Plan begins to address these challenges by initiating growth and development along Highway 26 and near the sugar factory. The Plan points out that the Project could encourage development to continue throughout the adjacent blighted and substandard areas including the East Overland Corridor.

## **2. The “But For” Test.**

Because this Plan proposes the use of tax-increment financing (“TIF”), in order to approve the Plan you must determine that the Plan would not be economically feasible or occur in the blighted and substandard area without the use of TIF. The Redeveloper has certified these requirements on Page 4 of the Plan. Also, Attachment 6 of the Plan is a letter from the Redeveloper’s lender stating that TIF is essential to the Redeveloper’s financing.

## **3. Cost-Benefit Analysis.**

You must also analyze and, in order to approve the Plan, make a finding that the costs and benefits of the Project, including costs and benefits to other affected political subdivisions, the economy of the community, and the demand for public and private services, having been analyzed by the City Council, are in the long- term best interests of the community. The CRA adopted a cost-benefit analysis which is in your packet.

**Conclusion:** The above findings must be documented in writing. To that end, a proposed resolution for Plan approval is in your packet. Please don’t hesitate to contact us with any questions or concerns prior to the Council meeting.

### *Attachments:*

Redevelopment Plan  
Planning Commission Plan Resolution  
CRA Plan Resolution  
CRA Cost Benefit Analysis  
Proposed City Council Resolution

RESOLUTION 3-11-19

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

Recitals:

a. Pursuant to the Community Development Law, NEB. REV. STAT. § 18-2101 *et seq.*, a redevelopment plan titled *Fuel Station and Convenience Store*, prepared by 26 Group, LLC (the "Redevelopment Plan") has been submitted to the Planning Commission.

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

Resolved:

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

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

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

PASSED and APPROVED on March 11, 2019

PLANNING COMMISSION OF THE CITY  
OF SCOTTSBLUFF, NEBRASKA

By:

  
Chair

ATTEST:

By:

  
Recording Secretary

RESOLUTION NO. CRA 32719-1

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

**Recitals:**

a. Pursuant to the Community Development Law, NEB. REV. STAT. § 18-2101 *et seq.*, a redevelopment plan for the *Fuel Station and Convenience Store* project submitted by 26 Group, LLC (the "Redevelopment Plan") has been submitted to the Scottsbluff Community Redevelopment Authority ("CRA"). The Redevelopment Plan proposes to redevelop an area of the City which the City Council has declared to be blighted and substandard and in need of redevelopment. The Redevelopment Plan includes the use of tax increment financing.

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

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

**Resolved:**

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

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

3. The CRA states: (a) the owners of the Redeveloper, Eric and Brandy Reichert, acquired the Project Site in September of 2018 for \$514,000.00 in contemplation of redevelopment and the Project Site will be conveyed to the Redeveloper prior to redevelopment; (b) the estimated cost of preparing the project area for redevelopment is \$217,610.00; (c) the Redevelopment Plan does not propose that either the CRA or City will acquire the project area and neither the CRA nor City will receive proceeds or revenue from disposal of the project area to the Redeveloper; (d) the proposed methods of financing of the project are (i) tax increment financing for eligible costs and (ii) private investment and borrowing for the remainder of the project costs; and (e) no families or businesses will be displaced as a result of the project.

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

**PASSED AND APPROVED** on March 27, 2019

ATTEST:

Secretary

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

Chair

**CITY OF SCOTTSBLUFF REDEVELOPMENT PLAN**

***Fuel Station and Convenience Store***

***By: 26 Group, LLC***

**Cost Benefit Analysis**

**A. Tax Revenues and Tax Shifts Resulting from the Division of Taxes.** The base value of the Project Site will be available to the local taxing jurisdictions regardless of the tax increment financing. The local taxing jurisdictions are the City, Scotts Bluff County, Scottsbluff Public Schools, WNCC, ESU 13, and North Platte NRD. The tax increment revenues created by the Project are estimated to be approximately \$60,000.00 per year. These tax increment revenues will not be available to local taxing jurisdictions for 15 years after the effective date of the division of taxes, or earlier if the TIF Revenues pay off the TIF Indebtedness early. During those times, the tax increment revenues from the Project Site will be used to reimburse the Redeveloper for the eligible development costs (with interest) necessary for the Project, as set forth in the Redevelopment Plan.

**B. Public Infrastructure and Community Public Service Needs Impacts and Local Tax Impacts Arising from Project Approval.** This Project will require getting City water and sewer utilities to the Project Site. Tax increment financing will pay for these improvements, and thus, no additional local tax impacts, except those identified in section A above will result from the Project.

The Redeveloper and City have entered into an agreement under which the Redeveloper will excavate and use fill material from the City's stormwater detention facility located east of 27<sup>th</sup> Street and Highway 26 (the Scottsbluff Drain) to sufficiently elevate the Project Site in lieu of onsite storm water detention.

**C. Impacts on Employers and Employees of Firms Locating or Expanding Within the Boundaries of the Redevelopment Project Area.** Currently there is no employment on the Project Site. Employment on the Project Site at the fuel station and convenience store is estimated by the Redeveloper as follows:

- 2 Full Time Managers
- 2 Full Time Assistant Managers
- 3 Full Time Cooks
- 2 Part Time Cooks
- 5 Part Time Cashiers

**D. Impacts on other Employers and Employees within the City and immediate area located outside the Redevelopment Project Area.** No negative impacts on other employers and employees in the area are expected.

**E. Impacts on Student Populations of School Districts within the City.** No negative impacts on the student population at Scottsbluff Public Schools are expected.

**F. Other Impacts.**

- The Redeveloper estimates a substantial amount of personal property to be added as a result of this Project. Personal property taxes are not included in tax increment financing and are immediately available to the local taxing jurisdictions.
- The Project is expected to create additional sales tax revenues.

Approved by the Scottsbluff Redevelopment Authority on March 27, 2019.

Attest:

Secretary

Chair

## AFFIDAVIT OF PUBLICATION

Star Herald  
PO Box 1709  
Scottsbluff, NE 69363

State of Nebraska  
County of Scotts Bluff } ss.

I, Cheryl Helser-Garcia do solemnly swear that I am the Accounts Receivable Bookkeeper of the Star-Herald, a legal newspaper of general circulation, published daily except Mondays, at Scottsbluff, Scotts Bluff County, Nebraska; that the notice hereto attached and which forms a part of this affidavit was Published in said paper 2 (two)

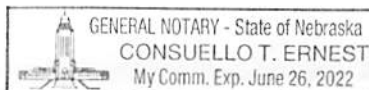
consecutive week (s) in the issues published, respectively March 14, 21, 2019

- that said notice was published in the regular and entire issues and every number of the paper on the days mentioned, the same being the corresponding day of each week during the period of time of publication and that said notice was published in the newspaper proper and not in the supplement.

Cheryl Helser-Garcia  
SUBSCRIBED in my presence and sworn to before me on March 22, 2019

Consuello T. Ernest  
Notary Public

The publication fees amount to \$ \$34.37  
SCOCCL - 54031250



### City of Scottsbluff City Council Notice of Public Hearing

Notice is hereby given that the City Council of the City of Scottsbluff, Nebraska will hold a public hearing at its regular meeting scheduled for Monday, April 1, 2019 at 6:00 p.m. in the Council Chambers, City Hall 2525 Circle Drive, Scottsbluff, Nebraska for the purpose of reviewing and obtaining comment on a Redevelopment Plan submitted by 26 Group, LLC for the Fuel Station and Convenience Store Project. The area to be redeveloped under the Redevelopment Plan is legally described as Lot 1, Block 1, Western Addition, City of Scottsbluff, Scotts Bluff County, Nebraska. This Redevelopment Plan includes a request for tax increment financing. A copy of the Redevelopment Plan, a map to show the area to be redeveloped, and any cost-benefit analysis of the Redevelopment Plan can be found at Development Services, City Hall 2525 Circle Drive, Scottsbluff, Nebraska during regular business hours. At the public hearing, all interested parties shall be afforded a reasonable opportunity to express their views respecting the proposed redevelopment plan.

/s/ Kimberley Wright  
City Clerk  
City of Scottsbluff

Published in the Star-Herald  
Scottsbluff, NE  
2t. March 14, 21, 2019

[illegible]

\_\_\_\_\_ to inform it that it had been advised that the \_\_\_\_\_ was not a valid document and that the \_\_\_\_\_ was not a valid document and that the \_\_\_\_\_ was not a valid document.

0105 75231 1156 40

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065.86.104.1

[illegible]



308-632-4136  
2525 Circle Drive  
Scottsbluff, NE 69361

March 18, 2019

**Sent via Certified Mail: Return Receipt Requested**

Scotts Bluff County  
c/o Chairperson of Board of Commissioners  
County Administration Building—2<sup>nd</sup> Level  
1825 10<sup>th</sup> Street  
Gering, NE 69341

**Re: City of Scottsbluff City Council; Notice of Public Hearing**

Notice is hereby given that the City Council of the City of Scottsbluff, Nebraska will hold a public hearing at its regular meeting scheduled for Monday, April 1, 2019 at 6:00 p.m. in the Council Chambers, City Hall 2525 Circle Drive, Scottsbluff, Nebraska for the purpose of reviewing and obtaining comment on a Redevelopment Plan submitted by 26 Group, LLC for the Fuel Station and Convenience Store Project. The area to be redeveloped under the Redevelopment Plan is legally described as Lot 1, Block 1, Western Addition, City of Scottsbluff, Scotts Bluff County, Nebraska. This Redevelopment Plan includes a request for tax increment financing. A copy of the Redevelopment Plan, a map to show the area to be redeveloped, and any cost-benefit analysis of the Redevelopment Plan can be found at Development Services, City Hall 2525 Circle Drive, Scottsbluff, Nebraska during regular business hours. At the public hearing, all interested parties shall be afforded a reasonable opportunity to express their views respecting the proposed redevelopment plan.

Sincerely,

A handwritten signature in cursive script that reads "Kimberley Wright".

Kimberley Wright  
City Clerk, City of Scottsbluff





308-632-4136  
2525 Circle Drive  
Scottsbluff, NE 69361

March 18, 2019

**Sent via Certified Mail: Return Receipt Requested**

Western Nebraska Community College  
c/o Chairperson of Board of Governors  
1601 E. 27<sup>th</sup> Street  
Scottsbluff, NE 69361

**Re: City of Scottsbluff City Council; Notice of Public Hearing**

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Sincerely,

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Kimberley Wright  
City Clerk, City of Scottsbluff



308-632-4136  
2525 Circle Drive  
Scottsbluff, NE 69361

March 18, 2019

**Sent via Certified Mail: Return Receipt Requested**

Scottsbluff Public Schools  
c/o President of Board of Education  
1722 First Avenue  
Scottsbluff, NE 69361

**Re: City of Scottsbluff City Council; Notice of Public Hearing**

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Sincerely,

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Kimberley Wright  
City Clerk, City of Scottsbluff



308-632-4136  
2525 Circle Drive  
Scottsbluff, NE 69361

March 18, 2019

**Sent via Certified Mail: Return Receipt Requested**

Educational Service Unit #13  
c/o President of Board  
4215 Avenue I  
Scottsbluff, NE 69361

**Re: City of Scottsbluff City Council; Notice of Public Hearing**

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Sincerely,

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Kimberley Wright  
City Clerk, City of Scottsbluff



308-632-4136  
2525 Circle Drive  
Scottsbluff, NE 69361

March 18, 2019

**Sent via Certified Mail: Return Receipt Requested**

North Platte Natural Resources District  
c/o Chairperson of Board of Directors  
100547 Airport Road  
Scottsbluff, NE 69361

**Re: City of Scottsbluff City Council; Notice of Public Hearing**


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Sincerely,

A handwritten signature in black ink that reads "Kimberley Wright". The signature is written in a cursive, flowing style.

Kimberley Wright  
City Clerk, City of Scottsbluff

SENDER: COMPLETE THIS SECTION	COMPLETE THIS SECTION ON DELIVERY
<p>■ Complete items 1, 2, and 3.</p> <p>■ Print your name and address on the reverse so that we can return the card to you.</p> <p>■ Attach this card to the back of the mailpiece, or on the front if space permits.</p> <p>North Platte Natural Resources District c/o Chairperson of Board of Directors 100547 Airport Road Scottsbluff, NE 69361</p>  <p>9590 9402 3098 7124 5331 28</p> <p>2. Article Number (Transfer from service label) 7018 1830 0001 5143 1867</p>	<p>A. Signature X <u>Terrie Kaufman</u> <input type="checkbox"/> Agent <input type="checkbox"/> Addressee</p> <p>B. Received by (Printed Name) <u>Mar 27 2018</u> C. Date of Delivery</p> <p>D. Is delivery address different from item 1? <input type="checkbox"/> Yes If YES, enter delivery address below: <input type="checkbox"/> No</p> <p>3. Service Type  <input type="checkbox"/> Adult Signature <input type="checkbox"/> Priority Mail Express®  <input type="checkbox"/> Adult Signature Restricted Delivery <input type="checkbox"/> Registered Mail™  <input type="checkbox"/> Certified Mail® <input type="checkbox"/> Registered Mail Restricted Delivery  <input type="checkbox"/> Certified Mail Restricted Delivery <input type="checkbox"/> Return Receipt for Merchandise  <input type="checkbox"/> Collect on Delivery <input type="checkbox"/> Signature Confirmation™  <input type="checkbox"/> Collect on Delivery Restricted Delivery <input type="checkbox"/> Signature Confirmation Restricted Delivery  <input type="checkbox"/> Insured Mail <input type="checkbox"/> Mail Restricted Delivery (30)</p>
<p>PS Form 3811, July 2015 PSN 7530-02-000-9053 Domestic Return Receipt</p>	

SENDER: COMPLETE THIS SECTION	COMPLETE THIS SECTION ON DELIVERY
<p>■ Complete items 1, 2, and 3.</p> <p>■ Print your name and address on the reverse so that we can return the card to you.</p> <p>■ Attach this card to the back of the mailpiece, or on the front if space permits.</p> <p>1. Article Addressed to:</p> <p>Scottsbluff Public Schools c/o President of Board of Education 1722 First Avenue Scottsbluff, NE 69361</p>  <p>9590 9402 3098 7124 5331 04</p> <p>2. Article Number (Transfer from service label) 7018 1830 0001 5143 1861</p>	<p>A. Signature X <u>Ashley Hobbs</u> <input type="checkbox"/> Agent <input type="checkbox"/> Addressee</p> <p>B. Received by (Printed Name) <u>Ashley Hobbs</u> C. Date of Delivery <u>3-21-19</u></p> <p>D. Is delivery address different from item 1? <input type="checkbox"/> Yes If YES, enter delivery address below: <input type="checkbox"/> No</p> <p>3. Service Type  <input type="checkbox"/> Adult Signature <input type="checkbox"/> Priority Mail Express®  <input type="checkbox"/> Adult Signature Restricted Delivery <input type="checkbox"/> Registered Mail™  <input type="checkbox"/> Certified Mail® <input type="checkbox"/> Registered Mail Restricted Delivery  <input type="checkbox"/> Certified Mail Restricted Delivery <input type="checkbox"/> Return Receipt for Merchandise  <input type="checkbox"/> Collect on Delivery <input type="checkbox"/> Signature Confirmation™  <input type="checkbox"/> Collect on Delivery Restricted Delivery <input type="checkbox"/> Signature Confirmation Restricted Delivery  <input type="checkbox"/> Insured Mail <input type="checkbox"/> Mail Restricted Delivery (30)</p>
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<p>PS Form 3811, July 2015 PSN 7530-02-000-9053 Domestic Return Receipt</p>	

# **City of Scottsbluff, Nebraska**

**Monday, April 1, 2019**

**Regular Meeting**

## **Item Public Inp1**

**Council to consider making a recommendation to the Nebraska Liquor License Commission regarding the appointment of Kevin Kelso as the manager of Big Bat's, LLC dba Big Bat's.**

Staff Contact: Kim Wright, City Clerk

**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](http://www.lcc.nebraska.gov)

Office Use

**RECEIVED**

MAR 01 2019

**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: Big Bat's LLC

**Premises information**

Liquor License Number: 77479 Class Type D (if new application leave blank)

Premises Trade Name/DBA: Big Bat's

Premises Street Address: 902 West Overland Drive

City: Scottsbluff County: Scottsbluff Zip Code: 68361

Premises Phone Number: 308.635.2778

Premises Email address: K\_kelso@hotmail.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.

Corey J. Poer

**SIGNATURE REQUIRED BY CORPORATE OFFICER / MANAGING MEMBER**

(Faxed signatures are acceptable)

Form 303  
REV AUG 2009  
Page 2 of 6

Manager's information must be completed below PLEASE PRINT CLEARLY

Last Name: Kelso First Name: Kevin MI: K.

Home Address: 910 Shelton Street

City: Chadron County: Dawes Zip Code: 69337

Home Phone Number: 308. 747 2022

Driver's License Number & State: \_\_\_\_\_

Social Security Number: \_\_\_\_\_

Date Of Birth: \_\_\_\_\_ Place Of Birth: California, USA

Email address: K\_kelso@hotmail.com

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

☐ YES

☒ NO

Spouse's information

Spouses Last Name: \_\_\_\_\_ First Name: \_\_\_\_\_ MI: \_\_\_\_\_

Social Security Number: \_\_\_\_\_

Driver's License Number & State: \_\_\_\_\_

Date Of Birth: \_\_\_\_\_ Place Of Birth: \_\_\_\_\_

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
<u>Chadron, NE</u>	<u>1989</u>	<u>present</u>			



# MANAGER'S LAST TWO EMPLOYERS

YEAR FROM TO	NAME OF EMPLOYER	NAME OF SUPERVISOR	TELEPHONE NUMBER
1999 2006	Big Bat's Fire Dept	Patty Powner	308.430.1957
2006 present	Big Bat's LLC		

## 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.

☐ YES ☒ NO

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

Name of Applicant	Date of Conviction (mm/yyyy)	Where Convicted ( City & State)	Description of Charge	Disposition

## 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

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

\*NLCC Training Certificate Issued: 4-17-18 Name on Certificate: Kevin Kelso

Applicant Name	Date (mm/yyyy)	Name of program (attach copy of course completion certificate)
Kevin Kelso	04/2018	eTips Off Premise 3.0

\*For list of NLCC Certified Training Programs see [training](#)

Experience:

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

5. Have you enclosed form 147 regarding fingerprints?

☒ YES

☐ NO

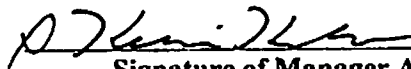
## PERSONAL OATH AND CONSENT OF INVESTIGATION

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

### ACKNOWLEDGEMENT

State of Nebraska

County of Dawes

The foregoing instrument was acknowledged before me this

4-24-18

date

by

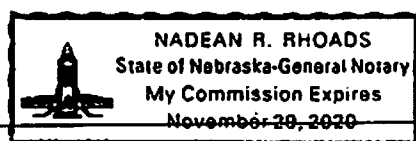
Kevin K. Kelso

NAME OF PERSON BEING ACKNOWLEDGED



Notary Public signature

Affix Seal



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.

# Memo

**To:** Nathan Johnson, City Manager  
**From:** Kevin E Spencer, Chief of Police  
**CC:** liquor file  
**Date:** March 29, 2019  
**Re:** Manager Application – Kevin Kyle Kelso, Big Bat's llc/dba Big Bat's 902 West Overland  
Scottsbluff, NE License number D-77479

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The applicant, Kevin Kelso, was investigated for suitability as the manager of Big Bat's liquor license. Nothing was discovered that would prohibit him from holding a manager's position under the license. Kevin disclosed no criminal history; however, I found 5 speeding citations. I called Kevin asking him about the speeding violations. Kevin told me that he did not realize he had to report them.

On Thursday March 28, 2019 at 1600 hours Jennifer Gutierrez the Scottsbluff Big Bat's store manager, appeared before the Scottsbluff Liquor License Advisory Board on behalf of the applicant Kevin Kelso. Jennifer explained that Kevin and other Big Bat's store employees were out of town attending a business meeting.

Jennifer explained that she has worked at Big Bat's for six years and has been the manager for the past 4. Jennifer said that she is responsible for the entire alcohol inventory including ordering. Jennifer told us that all of the alcohol is kept behind the register except the beer which is in the cooler, with the alcohol overstock being locked in her office. Jennifer told us that they have to check everyone's identification no matter their age and enter their date of birth into the register to complete all sells. Jennifer said that the store has recorded video cameras inside and out as well as an intrusion alarm for after hours. Jennifer further explained that all employees have to complete in store training that is provided by their human resources department.

I have found no information that would indicate that Kevin is not fit, willing and able to manage the Big Bat's Liquor License.

Respectfully,

Kevin E Spencer, Chief of Police  
City of Scottsbluff

# **City of Scottsbluff, Nebraska**

**Monday, April 1, 2019**

**Regular Meeting**

## **Item Public Inp2**

**Council to consider making a recommendation to the Nebraska Liquor License Commission regarding the appointment of Nathan Maerk as the manager of Walmart Inc. dba Walmart 867.**

**Staff Contact: Kim Wright, City Clerk**

**MANAGER APPLICATION  
INSERT - FORM 3c**

NEBRASKA LIQUOR CONTROL COMMISSION  
301 CENTENNIAL AVE. SUITE 111  
PO BOX 95046  
LINCOLN, NE 68509-5046  
PHONE: (402) 471-2571  
FAX: (402) 471-2814  
Website: [www.lee.nebraska.gov](http://www.lee.nebraska.gov)

Office Use

**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 1-7 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: Walmart Inc.

**Premise information**

Liquor License Number: 57128 Class Type D (If new application leave blank)

Premise Trade Name/DBA: Walmart #8107

Premise Street Address: 3322 Avenue I

City: Scottsbluff County: Scottsbluff Zip Code: 69361

Premise Phone Number: 308-637-2111

Premise Email address: compric@wal-mart.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](#).

Quay Nj  
**SIGNATURE REQUIRED BY CORPORATE OFFICER / MANAGING MEMBER**

(Faxed signatures are acceptable)

Form 105  
Rev Jan 2014  
Page 2 of 6

Manager's information must be completed below PLEASE PRINT CLEARLY

Last Name: Maerk First Name: Nathan MI: E  
 Home Address: 4101 NORTH 176<sup>th</sup> Street  
 City: Omaha County: Douglas Zip Code: 68116  
 Home Phone Number: \_\_\_\_\_  
 Driver's License Number & State: \_\_\_\_\_  
 Social Security Number: \_\_\_\_\_  
 Date Of Birth: 3/10/1981 Place Of Birth: Utrecht, Netherlands  
 Email address: Nathan.maerk@walmart.com

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

☒ YES

☐ NO

Spouse's information

Spouse's Last Name: Maerk First Name: Erin MI: M  
 Social Security Number: \_\_\_\_\_  
 Driver's License Number & State: \_\_\_\_\_  
 Date Of Birth: 6/12/82 Place Of Birth: Indiana

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
<u>Omaha, Nebraska</u>	<u>2013</u>	<u>2019</u>	<u>Omaha, Nebraska</u>	<u>2013</u>	<u>2019</u>
<u>Eagle Mt., Utah</u>	<u>2003</u>	<u>2013</u>	<u>Eagle Mt., Utah</u>	<u>2003</u>	<u>2013</u>

Form 613  
 Rev Jan 2018  
 Page 3 of 6

## MANAGER'S LAST TWO EMPLOYERS

YEAR FROM TO	NAME OF EMPLOYER	NAME OF SUPERVISOR	TELEPHONE NUMBER
1999 2019	Walmart	Kyla Luckie	402-938-0217

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

☐ YES ☒ NO

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

Name of Applicant	Date of Conviction (mm/yyyy)	Where Convicted ( City & State)	Description of Charge	Disposition

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 (§§3-131.01) and do you intend to supervise, in person, the management of the business?

☒ YES ☐ NO

Form 101  
Rev. Jan 2014  
Page 1 of 6



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

\*NJCC Training Certificate Issued: \_\_\_\_\_ Name on Certificate: \_\_\_\_\_

Applicant Name	Date (mm/yyyy)	Name of program (attach copy of course completion certificate)

\*For list of NJCC Certified Training Programs see [training](#)

**Experience:**

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

5. Have you enclosed [Form 147](#) regarding fingerprints?

☒ YES      ☐ NO

Form 147  
Rev. Jan 2018  
Page 5 of 6

2/20/2019

SumTotal

**Walmart**

**Certificate of Completion**

This is to certify completion  
of

**Alcohol Sales**

**NATHAN MAERK**  
Associate

**1/20/2012**  
Date

2/20/2019

**.SumTotal**

# Walmart

# Certificate of Completion

This is to certify completion  
of

### Alcohol Sales (1.3)

**NATHAN MAERK**  
Associate

**1/20/2012**  
**Date**

http://gms.wal-mart.com/Core/planRedirect?trailingParty=LMS&url=http://%2F%2Fgms.wal-mart.com%2Fflooring%2Fapp%2Fmanagement%2FLMS\_L... 1/1

# Memo

**To:** Nathan Johnson, City Manager  
**From:** Kevin E Spencer, Chief of Police  
**CC:** liquor file  
**Date:** March 29, 2019  
**Re:** Manager Application – Nathan E. Maerk, Walmart Inc. 3322 Ave I Scottsbluff, NE License number D-57128

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The applicant, Nathan Maerk, was investigated for suitability as the manager of Walmart's liquor license. Nothing was discovered that would prohibit him from holding a manager's position under the license. Nathan disclosed no criminal history; however, I found 3 speeding citations.

On Thursday March 28, 2019 at 1600 hours Doug Ferreyra the Scottsbluff Walmart store manager, appeared before the Scottsbluff Liquor License Advisory Board on behalf of the applicant Nathan Maerk. Doug explained that Nathan Maerk lives and works in Omaha and is unable to attend Monday night's council meeting too.

Doug explained Walmart's processes relating to their handling of alcohol. Doug told us that all of Walmart's employees have to take an alcohol class every six months no matter their job responsibilities. Doug further explained, that anyone of the employees could have to run a register if needed so they all have to complete the course. Doug told us that the alcohol vendors complete an order and then present it to the store manager for approval. The vendors then put their own products on the shelf with the overstock in a specific area of the warehouse that is under surveillance. Doug said that anyone selling alcohol to a minor would be terminated. Doug said that the registers prompt the clerk to check identification once alcohol is scanned, adding, if a customer is at a self-checkout the transaction is stopped until a host can approve the sell.

Wal-Mart currently has a robust video system and they are opened 24 hours a day every day except Christmas.

I have found no information that would indicate that Nathan Maerk is not fit, willing and able to manage the Walmart Liquor License.

Respectfully,

Kevin E Spencer, Chief of Police  
City of Scottsbluff

# **City of Scottsbluff, Nebraska**

**Monday, April 1, 2019**

**Regular Meeting**

## **Item Public Inp3**

**Council to consider making a recommendation to the Nebraska Liquor License Commission regarding the appointment of Amanda Schaub as the manager of Benevolent Protective Order of Elks, dba B.P.O.E. Lodge 1367.**

Staff Contact: Kim Wright, City Clerk

**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](http://www.lcc.nebraska.gov)

Office Use

**FORM MUST BE COMPLETELY FILLED OUT IN ORDER FOR APPLICATION TO BE PROCESSED**

**MANAGER MUST:**

- Complete all sections of the application. Be sure it is signed by a **member or corporate officer**, corporate officer or member must be an individual on file with the Liquor Control Commission
- Fingerprints are required. See form 147 for further information, read form carefully to avoid delays in processing, this form **MUST** be included with your application.
- Provide a copy of one of the following: US birth certificate, naturalization papers or current US passport (even if you have provided this before)
- Be a registered voter in the State of Nebraska, include a copy of voter card or print document from Secretary of State website with application

Spouse who **will not** participate in the business, **spouse must:**

- Complete the Spousal Affidavit of Non Participation Insert (must be notarized). The non-participating spouse completes the top half; the manager completes the bottom half. **Be sure to complete both halves of this form.**
- Need not answer question #1 of the application

Spouse who **will** participate in the business, the **spouse must:**

- Sign the application
- Fingerprints are required. See form 147 for further information, read form carefully to avoid delays in processing, this form **MUST** be included with your application.
- Provide a copy of one of the following: birth certificate, naturalization papers or current US passport (even if you have provided this before)
- Be a registered voter in the state of Nebraska, include a copy of voter card with application
- Spousal Affidavit of Non Participation Insert not required



1900003172

Form 103  
Rev July 2018  
Page 1 of 6

**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.loc.nebraska.gov

Office Use

**RECEIVED**

FEB 20 2019

**NEBRASKA LIQUOR  
CONTROL COMMISSION**
**MUST BE:**

- ✓ 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: Benevolent Protective order of Elks

**Premise information**

✓ Liquor License Number: 001678 Class Type CL (If new application leave blank)

✓ Premise Trade Name/DBA: B.P.O.E. LODGE 1367

✓ Premise Street Address: 1614 1st AVE.

✓ City: SCOTTS BLUFF County: SCOTTS BLUFF Zip Code: 69361

✓ Premise Phone Number: 308-632-2622

Premise Email address: \_\_\_\_\_

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](#).

Michael J. Smith Exalted Ruler  
**SIGNATURE REQUIRED BY CORPORATE OFFICER / MANAGING MEMBER**  
(Faxed signatures are acceptable)

**Manager's information must be completed below PLEASE PRINT CLEARLY**

Last Name: SCHAUB First Name: AMANDA MI: S

Home Address: 1701 AVE N

City: SCOTTSBLUFF County: SCOTTSBLUFF Zip Code: 69361

Home Phone Number: 308-225-2144

Driver's License Number & State: \_\_\_\_\_

Social Security Number: \_\_\_\_\_

Date Of Birth: 9/5/78 Place Of Birth: OMAHA, NE

Email address: aschaubulous78@gmail.com

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

☒ YES

☐ NO

**Spouse's information**

Spouses Last Name: Schaub First Name: Terry MI: L

Social Security Number: \_\_\_\_\_

Driver's License Number & State: \_\_\_\_\_

Date Of Birth: 9-26-1968 Place Of Birth: Scottsbluff

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

**APPLICANT**

**SPOUSE**

CITY & STATE	YEAR FROM	YEAR TO	CITY & STATE	YEAR FROM	YEAR TO
SCOTTSBLUFF, NE	2006	PRESENT 2019	Scottsbluff NE	1985	Present



### MANAGER'S LAST TWO EMPLOYERS

YEAR FROM TO	NAME OF EMPLOYER	NAME OF SUPERVISOR	TELEPHONE NUMBER
6/2005 PRESENT	WEBB ORTHODONTICS	KIM SCRIPTER	308-630-0670
6/2004 2/2006	BENTLEY DONOVAN FINE JEWELRY	TRACEY BENTLEY / MIKE DONOVAN	BUSINESS CLOSED

#### 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.

☒ YES ☐ NO

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

Name of Applicant	Date of Conviction (mm/yyyy)	Where Convicted (City & State)	Description of Charge	Disposition
Terry Schaub	See attached	Pardon State of Nebraska		
	See attached	Expungement State of Wyoming		

#### 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 (653-131.01) and do you intend to supervise, in person, the management of the business?

☒ YES ☐ NO

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

\*NLCC Training Certificate Issued: \_\_\_\_\_ Name on Certificate: \_\_\_\_\_

Applicant Name	Date (mm/yyyy)	Name of program (attach copy of course completion certificate)
AMANDA SCHALB	- -	WORKING W/ LOCAL STATE PATROL FOR ALL STAFF TIPS, TRAINING

\*For list of NLCC Certified Training Programs see training

Experience:

Applicant Name / Job Title	Date of Employment:	Name & Location of Business:
AMANDA SCHALB <del>DEEP SERVER</del> VOLUNTEER	2005	PINK PALACE - MCGREW, NE
AMANDA SCHALB <del>DEEP BACK</del> VOLUNTEER	2010	F.O.E. - SCOTTSBLUFF, NE

5. Have you enclosed form 147 regarding fingerprints?

☒ YES ☐ NO

# **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.

Amanda S. Schaub  
Signature of Manager Applicant

Terry Schaub  
Signature of Spouse

## **ACKNOWLEDGEMENT**

State of Nebraska

County of Scotts Bluff

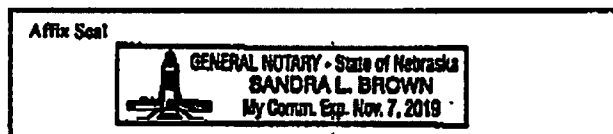
The foregoing instrument was acknowledged before me this

Feb. 19, 2019  
date

by

Terry + Amanda Schaub  
NAME OF PERSON BEING ACKNOWLEDGED

Sandra L. Brown  
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.

**IN THE CIRCUIT COURT OF THE EIGHTH JUDICIAL DISTRICT  
GOSHEN COUNTY, STATE OF WYOMING**

STATE OF WYOMING,

Plaintiff,

vs.

TERRY LEVERN SCHAUB,

Petitioner/Defendant.

Case No. CT-9902-0097

**FILED**

MAY 16 2018

CLERK OF CIRCUIT COURT  
EIGHTH JUDICIAL DISTRICT  
GOSHEN COUNTY, WYOMING  
By: 

**ORDER GRANTING PETITION FOR EXPUNGEMENT**

**THIS MATTER** came before the Court upon the Petitioner/ Defendant Terry L. Schaub's Petition for Expungement. The Court reviewed the file and reviewed the requested DCI report. The State filed no written response. The Court notes upon its review of the file that the State supplied the Court the sealed envelope of the certified mailing (return receipt requested) from the State to the victim pursuant to §7-15-1501 (e) containing a copy of the petition for expungement. The Court further notes the mailing was returned and marked "return to sender, unclaimed".

**THE COURT**, being fully advised in the premises, **ORDERS** that the Petitioner/ Defendant is hereby granted an expungement of the records of his conviction in this case pursuant to Wyo. Rev. Stat. §7-13-1501 (f). Expungement means as defined pursuant to §7-13-1501(m)(i) and §7-13-1401(j)(i). The Court Further Orders that all Court records regarding this case be placed under seal, available for inspection only by order of this Court. A Certified copy of this Order will be sent to the Wyoming Division of Criminal Investigation when dated and signed.

DATED this 16<sup>th</sup> day of May, 2017.  
(Seal)

Original Signed by  
Randal R. Arp  
Circuit Court Judge

Randal R. Arp  
Circuit Court Judge

**CERTIFICATE OF SERVICE**

I, Servino Lopez, Chief Clerk of the Circuit Court of Goshen County, do hereby certify that I deposited a full, true, and correct certified copy of the foregoing Order Granting Petition for Expungement of Record, in the United States Mail with proper postage affixed to:

Jonathan C. Hunzeker  
Simmons Olsen Law Firm, P.C.  
1502 Second Avenue  
Scottsbluff NE 69361

Wyoming Division of Criminal Investigation  
Criminal Justice Information Section  
208 South College  
Cheyenne WY 82002

Wyoming Supreme Court  
2301 Capitol Avenue  
Cheyenne WY 82002

Torrington Police Department  
436 East 22nd Ave  
Torrington WY 82240

DEPOSITED IN THE BOX OF:  
Kenneth T. Brown, Goshen County, Goshen County Sheriff's Office



## STATE OF NEBRASKA

## BOARD OF PARDONS

In the Matter of a Pardon to )  
 )  
 TERRY LAVERN SCHAUB )

## KNOW ALL MEN BY THESE PRESENTS:

WHEREAS, Terry Lavern Schaub (DOB: 09-26-1968) was heretofore convicted of the following Nebraska offense(s): Convicted in the County or District Courts of Scotts Bluff County, Nebraska and sentenced February 19, 1987 to a \$100.00 fine for the misdemeanor offense of Theft (Case No: 18888G-C); sentenced on July 2, 1987 to a \$10.00 fine for the misdemeanor offense of No Park Permit (Case No: 17738M); sentenced on March 24, 1988 to a \$572.00 fine for the felony offense of Theft by Unlawful Taking \$200 - \$1,000 (Case No: 35342 / CR05-9000002); sentenced on April 20, 1988 to a term of two years probation for the misdemeanor offense of Minor in Possession and to a term of two years probation for the misdemeanor offense of Littering (Case No: 17753M); sentenced on August 4, 1988 to a term of 130 days at the county jail for the felony offense of Larceny / Theft (Case No: 18783C); sentenced on December 2, 1988 to a \$50.00 fine for the misdemeanor offense of No Duck Stamp, to a \$25.00 fine for the misdemeanor offense of Hunting Waterfowl While in the Possession of Lead Shot, and to a \$50.00 fine for the misdemeanor offense of Shooting After Hours (Case No: 20130M); and sentenced on February 22, 1999 to a \$50.00 fine for the misdemeanor offense of Disturbing the Peace and to a \$50.00 fine for the misdemeanor offense of Careless Driving (Case No: 007194C), and now having made application for a pardon from such offense(s); and

WHEREAS, the Board of Pardons did consider such application at its meeting of the proceedings in connection therewith being recorded in the Nebraska Board of Pardons Permanent Meeting Minutes and the Nebraska Board of Pardons Permanent Records Files of the Pardons Board Meeting on the 23rd day of August 2017; and

WHEREAS, upon consideration of the application and the evidence submitted in support thereof, the Board did find that the said Terry Lavern Schaub is a fit subject for clemency, that the public good would be served by granting such application, and that a pardon should be bestowed by the government through its duly authorized officers, as an act of grace;

NOW, THEREFORE, the Board of Pardons of the State of Nebraska by virtue of the authority vested in it by the Constitution and the Laws of the State of Nebraska does hereby grant a full pardon to Terry Lavern Schaub for the offense(s) above set forth, and

FURTHER, in accordance with the Constitution and Laws of the State of Nebraska the Governor is empowered to authorize and does so authorize, through his/her signature hereto, the said Terry Lavern Schaub to receive, possess, or transport in commerce a firearm in accordance with the exemption provided by the Federal Gun Control Act of 1968 (Title 18 U.S.C. § 931-928) insofar as the offense(s) herein involved is concerned.

IN WITNESS WHEREOF, we have affixed our signatures hereto at Lincoln, Nebraska this 23rd day of August 2017.



BOARD OF PARDONS - STATE OF NEBRASKA

*Pete Ricketts*  
 Governor, Pete Ricketts

*John A. Gale*  
 Secretary of State, John A. Gale

*Doug Peterson*  
 Attorney General, Doug Peterson

# Memo

**To:** Nathan Johnson, City Manager  
**From:** Kevin E Spencer, Chief of Police  
**CC:** liquor file  
**Date:** March 28, 2019  
**Re:** Manager Application - Amanda Schaub, Elks B.P.O.E. Lodge 1367 1614 1<sup>st</sup> Ave Scottsbluff, NE License number CK-001678

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The applicant, Amanda Schaub, was investigated for suitability as a manager on the Elk's liquor license. Nothing was discovered that would prohibit her from holding a manager position under the license. Amanda disclosed no criminal history; however, I found a citation for following too closely October 2010 and a speeding citation October 2018

On Tuesday March 26, 2019 at 1800 hours I met with Amanda and Terry Schaub at the Elks to discuss this application. Amanda explained to me that she has limited experience in the alcohol industry having volunteered several times in the past to bartend and check ID's at events. Amanda further explained that at special events at the Elks they issue wristbands to minors, checking the ID's of anyone they don't know that looks under 45 years of age. Amanda told me that all of the help are volunteers, but if anyone sold alcohol to a minor they would not be allowed to help any longer. Amanda has completed the Tips training and will encourage all volunteers to take the course.

The Elks is a private club that requires members to be at least 21 years of age. They do on occasion allow private events and are open to the public at other times. In order to enter the building you have to have someone on the inside unlock the door or know the code. There are several security cameras in the bar area as well as one in the liquor room and another pointed at the beer cooler door.

I have found no information that would indicate that Amanda is not fit, willing and able to manage the Elks Liquor License.

Respectfully,

Kevin E Spencer, Chief of Police  
City of Scottsbluff

City of Scottsbluff  
Liquor License Holders Investigatory Board  
**(Notes Only-Not official meeting - Quorum not present)**  
March 28, 2019 - 4:00 p.m.

The City of Scottsbluff Liquor License Holders Investigatory Board met in a regular meeting on Thursday, March 28, 2019 at 4:00 p.m. in the Meeting Room of City Hall, 2525 Circle Drive, Scottsbluff. A notice of the meeting had been published on March 22, 2019 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 accommodation to attend the 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 committee could modify the agenda at the meeting if it determined that an emergency so required. A similar notice, together with a copy of the agenda, also had been delivered to each committee member.

1. Roll Call - The following Board Members were present: Libby Stobel, City Attorney; Police Chief Kevin Spencer; Kim Wright, City Clerk; Norman Coley, WNCC, Absent: Russ Knight, Dietrich Distributing; Bob Scripser, Racks; Kelli Larson, Panhandle Prevention Coalition; Mike Halley, Scottsbluff Public Schools; Nathan Johnson, City Manager.
2. Open Meeting Act – Acting Chairman Spencer welcomed everyone in attendance and informed those in attendance that a copy of the Nebraska Open Meetings Act is posted on the west wall for the public's review.
3. Call Meeting to Order - Due to not having a quorum present no official action will take place.
4. Tabled the Minutes of the October 11, 2018 meeting - due to lack of a quorum.
5. New Liquor License Manager applications:

- a. Ms. Jennifer Gutierrez, on site manager of Big Bat's, LLC dba Big Bat's, was present to answer questions from the committee. She explained that manager applicant, Kevin Kelso was out of town and unable to attend the meeting. He is applying to be the new manager for the liquor license because the former manager is no longer employed with the company.

Police Chief Spencer asked how they will keep minors from purchasing alcohol. Ms. Gutierrez stated they check all ID's regardless of age and the cash register prompts verification before allowing the sale to be completed, explaining an employee would be terminated if they sold to a minor.

WNCC representative Coley asked about alternative forms of ID, such as a Visa or Military ID, with Ms. Gutierrez stating they would ask to see another form of identification. She also stated the alcohol is stored behind the counters; customers are not allowed to touch it. Employees also need to initial a graph if they take any alcohol out of storage and inventory is performed by an outside company monthly. Regarding training, Ms. Gutierrez explained is done by HR and not all employees have been trained yet; the store employs eight people. They have security cameras inside and outside the store and an after-hours alarm.

Due to a quorum not being present, a recommendation could not be made regarding this manager application to City Council.

- b. Mr. Doug Ferreyra, Store Manager of Scottsbluff WalMart, was present to answer questions from the committee, due to Manager Applicant, Nathan Maerk, not being able to attend. Mr. Ferreyra provided a letter explaining his absence.

Mr. Ferreyra explained all employees are required to take a computer based learning program on alcohol training in which they need to score 100%; the training is taken every six months. All employees must take this because they can be asked to run a register at any time. Police Chief Spencer asked how they keep alcohol out of the hands of minors. Mr. Ferreyra stated they ID everyone under the age of 40; the register prompts them to enter information from the ID and the sale cannot be completed if this is not done. As far as self-check, it will stop the transaction and a WalMart host needs to verify the age of the customer in the register under a store mode to continue, stating any employee that sells to a minor is terminated. All inventory is under the direction of the Manager and Assistant Manager of that department and vendors do the suggested ordering of the alcohol. All back stock is kept in its own area under surveillance.

WNCC representative Coley asked if they accept a Visa or Military ID. Mr. Ferreyra stated their Point of Sale system does accept those types of ID's and will not allow a transaction to go thru unless they put in the requested information.

Due to a quorum not being present, a recommendation could not be made regarding this manager application to City Council.

- c. Mr. Terry Schaub, spouse of applicant and Treasurer of the Elks Lodge #1367, was present to answer questions from the committee due to Manager Applicant Amanda Schaub not being present due to work. Mr. Schaub provided a letter explaining her absence.

Mr. Schaub explained the previous manager resigned due to family problems and the lodge asked Mrs. Schaub if she would be willing to apply; the position is 100% volunteer. Mrs. Schaub's duties would be ordering the alcohol, inventory, financials and hiring staff. She has taken TIPS training and will encourage all volunteers to take this training as well.

Mr. Schaub went on to explain to be a member of the Elks Lodge #1367 a person must be 21 years of age. The building has one bar area that is on the other side of the ballroom. There are cameras located at the front door, inside a second set of doors, in the bar, inside the locked room that contains the alcohol, and pointed at the door of the walk in cooler. Any event that allows minors to attend, will be monitored by staff walking the area checking for bright colored wristbands, as all over 21 will be given to wear when they enter the building.

Mr. Schaub also stated that if a person wants alcohol, they must have their ID on them at all times as they will be asked to provide it. If the person does not have their ID, they are not served alcohol.

Due to a quorum not being present, a recommendation could not be made regarding this manager application to City Council.







Bailey Wade  
Specialist, Licensing Compliance  
508 SW 8<sup>th</sup> Street, Dept 8916  
Bentonville, AR, 72716-0500  
Phone: 479-277-9892  
Fax: 479-204-9864  
[Bailey.Nolan@walmart.com](mailto:Bailey.Nolan@walmart.com)

March 26, 2019

RE: Walmart 867 – Scottsbluff, NE

Liquor License Investigatory Board,

Nathan Maerk is a Market Manager in the state of Nebraska who is employed by Walmart Inc. The Walmart Home Office has partnered with the Nebraska Liquor Control Commission to allow Nathan Maerk to be the manager in charge for multiple Walmart/Sam's Clubs in Nebraska. Nathan is located in Omaha, NE and is unable to be present at this time.

We have appointed Doug Ferreyra to represent Nathan and our Walmart Store # 867.

Please reach out if there are any additional questions.

Sincerely,



Walmart Inc.

Bailey Wade  
Licensing Compliance Specialist  
Renewals Team



AMANDA SCHAUB

1701 Ave N, Scottsbluff, NE 69361  
308-225-2144  
aschaubulous78@gmail.com

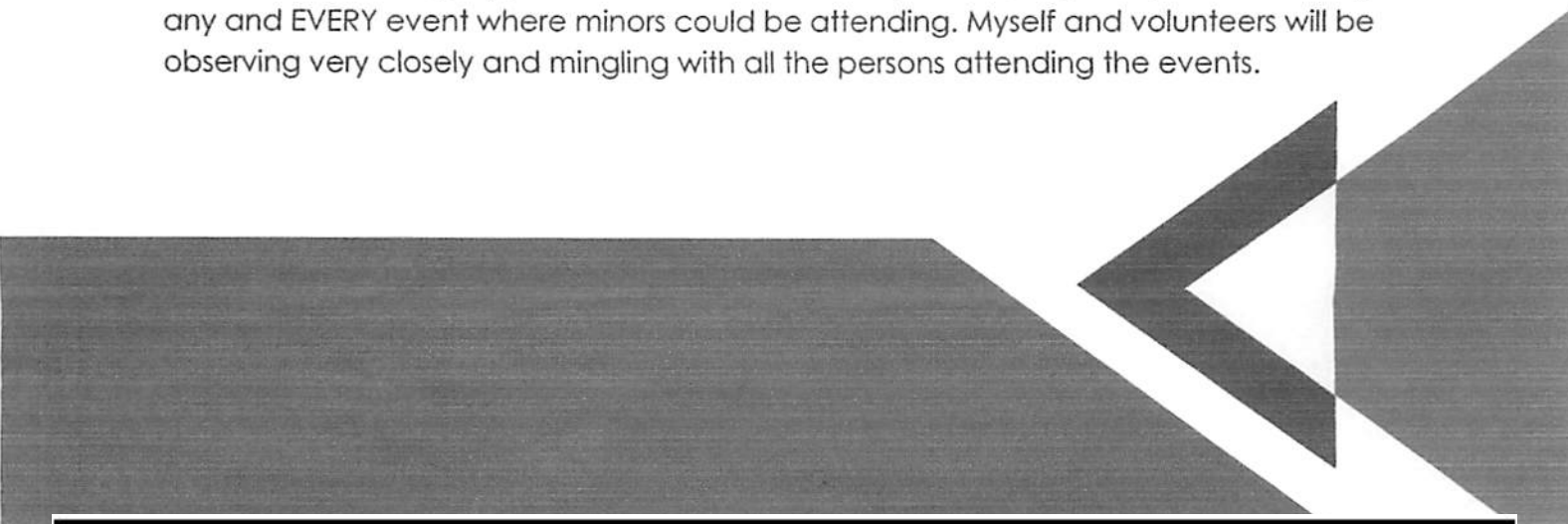
March 25<sup>th</sup> 2019

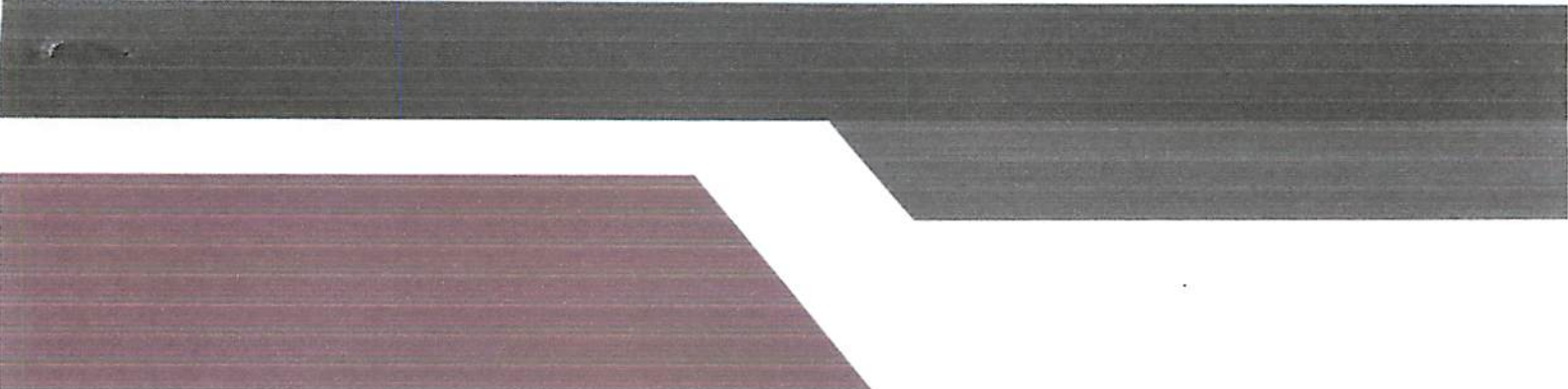
To Whom It May Concern,

I am sorry I am unable to attend this meeting and have requested that my husband Terry Schaub represent me in this matter. I am working out of town Thursday March 28<sup>th</sup> and will not be returning until later that evening. I Work for Webb Orthodontics and will be working in Alliance, NE the day of March 28<sup>th</sup>.

I have applied for the Elks Lodge #1367 Bar Manager position in hopes to help the organization and volunteer and/or give back to this great organization in our community. I am excited to be a part of the events to raise moneys for the purpose of giving scholarships to our young people of our community to further their education. I feel that the events the Elks holds greatly impact the ability to give these scholarships and support our local youth.

In regards to underage drinking, I am actively working to educate and train myself and every one of the volunteers at the Elks to be hyper vigilant against any such possibility within our organization. I have volunteers checking ID's at the door(s) and I have Bright colored ID bands tightly placed on the wrist of every "OF AGE" participant attending any and EVERY event where minors could be attending. Myself and volunteers will be observing very closely and mingling with all the persons attending the events.





I have taken the eTips online training and am encouraging the volunteers that might be helping with such events take the eTips training online or at the April 10<sup>th</sup> class at the Harms Center here in Scottsbluff. I have ordered a 2019 ID/Drivers License guide for myself and volunteers to study and become familiar with possible "fake" or altered ID's, to recognize out of state ID's and to be diligent at looking at these very closely and request a second ID and/or refuse service if they have ANY concerns.

Please find enclosed my eTips training certificate.

Warm regards,



Amanda Schaub  
Applicant for Elks Lodge #1367 Bar Manager Position  
aschaubulous78@gmail.com

**This is your official TIPS certification card. Carry it with you as proof of your TIPS certification.**

**Congratulations!**

This card certifies that you have successfully completed the TIPS (Training for Intervention ProcedureS) program. We value your participation and dedication to the responsible sale, service, and consumption of alcohol.

By using the techniques you have learned, you will help to provide a safer environment for your patrons, peers, and colleagues and reduce the tragedies resulting from intoxication, underage drinking, and drunk driving.

If you have any information you think would enhance the TIPS program, or if we can assist you in any way, please contact us at 800-438-8477.



Sincerely,

A handwritten signature in black ink, appearing to read "Adam Chafetz", written over a light background.

Adam F. Chafetz  
HCI President

ID#: 5037021 Name: Amanda S Schaub  
Exam Date: 3/13/2019 Expiration Date: 3/13/2022



eTIPS On Premise 3.0

**CERTIFIED**

Issued: 3/13/2019

Expires: 3/13/2022

ID#: 5037021

Amanda S Schaub  
B.P.O.E. Lodge 1367  
1614 1st Ave  
Scottsbluff, NE 69361-3107

For service visit us online at [www.gettips.com](http://www.gettips.com)

# **City of Scottsbluff, Nebraska**

**Monday, April 1, 2019**

**Regular Meeting**

## **Item Bids1**

**Council to consider awarding bid to 21st Century Equipment, LLC for a wide area rotary mower in the amount of \$51,500.00.**

**Staff Contact: Rick Deeds, Park Superintendent**



## BID FOR FURNISHING

### ONE NEW ROTARY MOWER WITH A MINIMUM CUTTING WIDTH OF 126 INCHES

Mayor and City Council  
Scottsbluff, Nebraska

Council Members:

I have examined the Notice to bidders, dated February 19, 2019 the Instructions to Bidders and Specifications and submit the following bid to furnish **ONE NEW ROTARY MOWER WITH A MINIMUM CUTTING WIDTH OF 126 INCHES**:

<u>John Deere</u>	<u>1600</u>	<u>2019</u>	\$ <u>51,500</u>
Make	Model	Year	Unit Price

NET BID \$ 51,000

Please answer the following questions:

1. Bidder will supply a replacement unit of comparable performance at no charge if either unit purchased cannot be repaired within 24 hours. Yes X No \_\_\_\_\_. *May not be a WAM but a replacement*
2. Bidder stocks a complete line of replacement parts or can obtain them within 24 hours. *will be issued.*  
Yes X No \_\_\_\_\_.

We agree to effect delivery within 90 days after being awarded the bid. I herewith certify that I will furnish machines that meet or exceed these specifications as written or amended by the City of Scottsbluff if my bid is accepted.

Company 21<sup>st</sup> Century Equipment LLC

By William Deines

Title Sales

### Quote Summary

**Prepared For:**

City Of Scottsbluff Park And Recreation Department  
 1818 Avenue A  
 Scottsbluff, NE 69361

**Prepared By:**

William Deines  
 21st Century Equipment, LLC  
 3609 Bison  
 Scottsbluff, NE 69361  
 Phone: 308-632-4440  
 wdeines@21stcenturyequip.com

Thank you for the opportunity to earn your business. We strive to live up to our Motto "Developing Solutions, Delivering Success"

**Quote Id:** 19021653  
**Created On:** 22 February 2019  
**Last Modified On:** 22 February 2019  
**Expiration Date:** 26 April 2019

Equipment Summary	Selling Price	Qty	Extended
JOHN DEERE 1600 Turbo Series III Commercial Wide Area Mower with 2-Post Folding ROPS	\$ 51,500.00 X	1 =	\$ 51,500.00
<b>Equipment Total</b>			<b>\$ 51,500.00</b>

**Quote Summary**

Equipment Total	\$ 51,500.00
SubTotal	\$ 51,500.00
Est. Service Agreement Tax	\$ 0.00
Total	\$ 51,500.00
<b>Balance Due</b>	<b>\$ 51,500.00</b>

Salesperson : X \_\_\_\_\_

Accepted By : X \_\_\_\_\_



**JOHN DEERE**

# Selling Equipment



Quote Id: 19021653

Customer: CITY OF SCOTTSBLUFF PARK AND RECREATION DEPARTMENT

## JOHN DEERE 1600 Turbo Series III Commercial Wide Area Mower with 2-Post Folding ROPS

Hours:

Stock Number:

				Selling Price
				\$ 51,500.00
Code	Description	Qty	Unit	Extended
0731TC	1600 Turbo Series III Commercial Wide Area Mower with 2-Post Folding ROPS	1	\$ 70,599.00	\$ 70,599.00
<b>Standard Options - Per Unit</b>				
001A	United States and Canada	1	\$ 0.00	\$ 0.00
0443	US English w/ Spanish (Bi-Lingual) Operator's Manual	1	\$ 0.00	\$ 0.00
<b>Standard Options Total</b>				<b>\$ 0.00</b>
<b>Dealer Attachments</b>				
TCA13825	Slow Moving Vehicle Sign Kit	1	\$ 35.60	\$ 35.60
<b>Dealer Attachments Total</b>				<b>\$ 35.60</b>
<b>Value Added Services Total</b>				<b>\$ 0.00</b>
<b>Suggested Price</b>				<b>\$ 70,634.60</b>
<b>Customer Discounts</b>				
<b>Customer Discounts Total</b>			<b>\$ -19,134.60</b>	<b>\$ -19,134.60</b>
<b>Total Selling Price</b>				<b>\$ 51,500.00</b>

# **City of Scottsbluff, Nebraska**

**Monday, April 1, 2019**

**Regular Meeting**

## **Item Resolut.1**

**Council to approve a Resolution regarding the Redevelopment Plan by 26 Group, LLC for the Fuel Station and Convenience Store Project.**

**Staff Contact: City Council**

**RESOLUTION NO. \_\_\_\_**

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

**Recitals:**

a. Pursuant to the Community Development Law, NEB. REV. STAT. § 18-2101 *et seq.* (the “Act”), a redevelopment plan for the *Fuel Station and Convenience Store* project submitted by 26 Group, LLC (the “Redevelopment Plan”) has been submitted to the Scottsbluff Community Redevelopment Authority (“CRA”). The Redevelopment Plan proposes to redevelop an area of the City which the City Council has declared to be blighted and substandard and in need of redevelopment. The Redevelopment Plan includes the use of tax increment financing.

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

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

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

e. On April 1, 2019, the City Council held a public hearing on the proposal to approve the Redevelopment Plan.

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

**Resolved:**

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

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

3. The City Council approves the Redevelopment Plan.

4. In accordance with NEB. REV. STAT. § 18-2147, and as proposed in the Redevelopment Plan, the City Council provides that any ad valorem tax on the Project Site as set forth in the Redevelopment Plan, for the benefit of any public body be divided for a period of 15 years after the effective date as provided in § 18-2147, which effective date shall be determined in a Redevelopment Contract entered into between the Redeveloper and the CRA. Said tax shall be divided as follows:

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

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

(c) Any interest and penalties due for delinquent taxes shall be paid in the funds of each public body in the same proportion as are all other taxes collected by or for the public body.

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

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

**PASSED and APPROVED** on April 1, 2019

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Mayor

ATTEST:

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City Clerk (Seal)

# **City of Scottsbluff, Nebraska**

**Monday, April 1, 2019**

**Regular Meeting**

## **Item Resolut.2**

**Council to discuss and consider a Resolution establishing approval of the Preliminary Plans, Specifications, and Estimates (PS&E) for the Scottsbluff Monument Valley Pathway North Project.**

**Staff Contact: Mark Bohl, Public Works Director**

**RESOLUTION**

**APPROVAL OF PRELIMINARY PLANS, SPECIFICATIONS, AND ESTIMATES  
(PS&E)**

City of Scottsbluff

Resolution No. \_\_\_\_\_

**Whereas:** City of Scottsbluff (City) and State entered into an LPA Program Agreement for State to assist City in the development and construction of an LPA Federal-aid transportation project;

**Whereas:** The State or the design consultant has developed the project plans to the point where they are ready to submit to State's PS & E Section for final edits for a bid letting;

**Whereas:** The LPA Program Agreement requires the city to review the preliminary PS & E package and either request modification or approve them as acceptable at this stage;

**Whereas:** City wishes to approve the preliminary PS & E package as prepared.

**Be It Resolved by the City Council of the City of Scotts Bluff that:**

The Mayor, Raymond Gonzales, is hereby authorized to sign the bottom of this resolution and submit it to the State signifying the City's approval of the preliminary PS & E package.

NDOR Project Number: 51512

NDOR Control Number: ENH-79(42)

NDOR Project Description: Scottsbluff Monument Valley Pathway North

Adopted this \_\_\_\_\_ day of \_\_\_\_\_, \_\_\_\_\_ at \_\_\_\_\_ Nebraska.  
(Month) (Year)

The City Council of the City of Scottsbluff, Nebraska

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

Board/Council Member \_\_\_\_\_

Moved the adoption of said resolution

Member \_\_\_\_\_ Seconded the Motion

Roll Call: \_\_\_\_\_ Yes \_\_\_\_\_ No \_\_\_\_\_ Abstained \_\_\_\_\_ Absent

Resolution adopted, signed and billed as adopted

CITY OF SCOTTSBLUFF  
Raymond Gonzales

\_\_\_\_\_  
Mayor

Attest:

\_\_\_\_\_  
Signature City Clerk

# NEBRASKA

Good Life. Great Journey.

DEPARTMENT OF TRANSPORTATION



Pete Ricketts, Governor

March 25, 2019

Mr Mark Bohl  
Public Works Director  
2525 Circle Drive  
Scottsbluff NE 69361-2945

Dear Mark:

RE: Project No. ENH-79(42), CN 51512, Scottsbluff Monument Valley Pathway North

The consultant has developed the project plans and documents to the point where they have been submitted to the State's PS&E Section for final edits for a bid letting. The LPA Program Agreement requires the City of Scottsbluff to review the preliminary PS&E package, and either request modification or approve it as acceptable at this stage.

We have attached the Preliminary PS&E package for the City Council's review. This package includes the Preliminary Plans, Consultant's Estimate of Construction costs, Special Provisions, and the Status of Utilities. If approved, please obtain the required signatures on the attached Resolution 'G' and return it to me via email at [judy.borer@nebraska.gov](mailto:judy.borer@nebraska.gov) for our records.

Thank you.

Sincerely,

Judy Borer  
Project Coordinator | Local Projects  
Phone 402-479-4435  
Email [judy.borer@nebraska.gov](mailto:judy.borer@nebraska.gov)

Enclosures

Kyle Schneweis, P.E., Director  
**Department of Transportation**  
1500 Highway 2  
PO Box 94759  
Lincoln, NE 68509-4759  
[dot.nebraska.gov](http://dot.nebraska.gov)

OFFICE 402-471-4567 FAX 402-479-4325  
[NDOT.ContactUs@nebraska.gov](mailto:NDOT.ContactUs@nebraska.gov)

ENGINEER'S COST ESTIMATE  
 ENH-79(42), CN 51512  
 SCOTTSBLUFF VALLEY PATHWAY NORTH (PS&E PLANS - 3/13/19)

NO	ITEM CODE	ITEM	QTY	UNIT	UNIT COST	TOTAL
1	0030.00	MOBILIZATION	1.0	LS	\$ 500,000.00	\$ 500,000.00
2		TRAFFIC CONTROL & SAFETY	1.0	LS	\$ 50,000.00	\$ 50,000.00
3	1000.00	LARGE TREE REMOVAL	2.0	EA	\$ 500.00	\$ 1,000.00
4	1009.00	GENERAL CLEARING & GRUBBING	1.0	LS	\$ 60,000.00	\$ 60,000.00
5	1011.00	WATER	765.0	MGAL	\$ 35.00	\$ 26,775.00
6	1021.10	REMOVE DELINEATOR	31.0	EA	\$ 15.00	\$ 465.00
7	1030.00	EARTHWORK MEASURED IN EMBANKMENT	26,463.0	CY	\$ 20.00	\$ 529,260.00
8	1101.00	REMOVE PAVEMENT	2,795.0	SY	\$ 9.00	\$ 25,155.00
9	1106.00	REMOVE DRIVEWAY	1,200.0	SY	\$ 9.00	\$ 10,800.00
10	1107.00	REMOVE WALK	3,042.0	SY	\$ 9.00	\$ 27,378.00
11	1108.00	REMOVE COMBINATION CONCRETE CURB & GUTTER	617.0	LF	\$ 7.00	\$ 4,319.00
12	1111.00	REMOVE FENCE	243.0	LF	\$ 5.00	\$ 1,215.00
13	1116.12	REMOVE BOLLARD	14.0	EA	\$ 250.00	\$ 3,500.00
15	1119.00	REMOVE INLET	2.0	EA	\$ 750.00	\$ 1,500.00
16	2021.05	REMOVE & RESET MAILBOX	13.0	EA	\$ 150.00	\$ 1,950.00
17		REMOVE PARKING BLOCK	23.0	EA	\$ 200.00	\$ 4,600.00
18	4035.00	REMOVE FLARED END SECTION	2.0	EA	\$ 250.00	\$ 500.00
19	4040.00	REMOVE HEADWALL FROM CULVERT	3.0	EA	\$ 400.00	\$ 1,200.00
20	4043.00	REMOVE CULVERT PIPE	102.0	LF	\$ 35.00	\$ 3,570.00
22	4043.51	REMOVE STORM DRAIN PIPE	92.0	LF	\$ 15.00	\$ 1,380.00
23	3014.00	30-INCH COMBINATION CONCRETE CURB & GUTTER, CLASS 47B-3500	793.0	LF	\$ 30.00	\$ 23,790.00
24	3016.39	DETECTABLE WARNING PANEL	932.0	SF	\$ 35.00	\$ 32,620.00
25	3016.71	6" CONCRETE CLASS 47B-3500 BIKEWAY	31,235.0	SY	\$ 50.00	\$ 1,561,750.00
26	3020.24	CONCRETE 47B-3500, DRIVEWAY, 6"	2,420.0	SY	\$ 50.00	\$ 121,000.00
27	3075.32	8-INCH CONCRETE PAVEMENT CLASS 47B-3500	698.0	SY	\$ 65.00	\$ 45,370.00
28	3106.03	CONCRETE CLASS 47B-3000 SIDEWALK 5"	362.0	SY	\$ 40.00	\$ 14,480.00
29	4011.11	CURB INLET	1.0	EA	\$ 3,500.00	\$ 3,500.00
30	4011.60	AREA INLET	6.0	EA	\$ 2,000.00	\$ 12,000.00
31	4015.00	RECONSTRUCT MANHOLE TO GRADE	30.0	EA	\$ 600.00	\$ 18,000.00
32	4016.00	MANHOLE	1.0	EA	\$ 4,000.00	\$ 4,000.00
33	4016.96	96-INCH STORM DRAIN MANHOLE	6.0	EA	\$ 12,000.00	\$ 72,000.00
35	4360.12	12-INCH METAL FLARED END SECTION	4.0	EA	\$ 300.00	\$ 1,200.00
36	4360.18	18-INCH METAL FLARED END SECTION	1.0	EA	\$ 400.00	\$ 400.00
37	4360.24	24-INCH METAL FLARED END SECTION	1.0	EA	\$ 500.00	\$ 500.00
38	4460.30	30-INCH CONCRETE FLARED END SECTION	4.0	EA	\$ 800.00	\$ 3,200.00
39	4350.12	12-INCH CULVERT PIPE, TYPE 3	32.0	LF	\$ 50.00	\$ 1,600.00
40	4600.15	15-STORM SEWER PIPE, TYPE 1	8.0	LF	\$ 65.00	\$ 520.00
41	4350.18	18-INCH CULVERT PIPE, TYPE 3	24.0	LF	\$ 65.00	\$ 1,560.00
42	4600.18	18-INCH SEWER PIPE, TYPE 1	767.0	LF	\$ 60.00	\$ 46,020.00
43	4600.24	24-INCH REINFORCED CONCRETE CULVERT PIPE, TYPE 1	50.0	LF	\$ 75.00	\$ 3,750.00
44	4350.24	24-INCH CULVERT PIPE, TYPE 3	12.0	LF	\$ 60.00	\$ 720.00
45	4350.30	30-INCH CULVERT PIPE, TYPE 2	56.0	LF	\$ 75.00	\$ 4,200.00
46	4600.42	42-INCH REINFORCED CONCRETE CULVERT PIPE, TYPE 2	12.0	LF	\$ 140.00	\$ 1,680.00
47	4350.48	48-INCH ROUND EQUIVALENT CULVERT PIPE, TYPE 3	24.0	LF	\$ 100.00	\$ 2,400.00
48	4600.60	60-INCH REINFORCED CONCRETE CULVERT PIPE, TYPE 1	1,109.0	LF	\$ 175.00	\$ 194,075.00
49	4605.66	66-INCH ROUND EQUIVALENT CULVERT PIPE, TYPE 1	16.0	LF	\$ 250.00	\$ 4,000.00
50	4600.72	72-INCH REINFORCED CONCRETE CULVERT PIPE, TYPE 1	24.0	LF	\$ 300.00	\$ 7,200.00
51	4100.06	CONCRETE FOR HEADWALL, CLASS 47B-3500	20.5	CY	\$ 1,150.00	\$ 23,575.00
54	6404.50	PEDESTRIAN SAFETY RAIL	536.0	LF	\$ 100.00	\$ 53,600.00
55	L001.01	SEEDING, TYPE "B"	12.000	AC	\$ 1,000.00	\$ 12,000.00
56	L006.00	COVER CROP SEEDING	12.000	AC	\$ 300.00	\$ 3,600.00
57	L032.75	MULCH	27.000	TON	\$ 300.00	\$ 8,100.00
58	L019.13	EROSION CONTROL CLASS "1D"	7,115.000	SY	\$ 2.00	\$ 14,230.00
59	L022.00	FABRIC SILT FENCE, LOW POROSITY	21,832.000	LF	\$ 3.50	\$ 76,412.00
60	4900.24	AREA INLET SEDIMENT FILTER	18.000	EA	\$ 500.00	\$ 9,000.00
61	W600.00	ADJUST CURB STOP TO GRADE	5.0	EA	\$ 250.00	\$ 1,250.00
62	W600.03	ADJUST VALVE TO GRADE	1.0	EA	\$ 300.00	\$ 300.00



63	A449.00	ADJUST PULL BOX TO GRADE	4.0	EA	\$ 300.00	\$ 1,200.00
64	4014.68	ADJUST INLET TO GRADE	3.0	EA	\$ 850.00	\$ 2,550.00
65	W750.09	RELOCATE FIRE HYDRANT AND VALVE	4.0	EA	\$ 1,500.00	\$ 6,000.00
66	7321.01	TYPE 'A' SIGN	287.500	SF	\$ 30.00	\$ 8,625.00
67	7333.00	SIGN POST (STEEL)	1,172.000	LB	\$ 10.00	\$ 11,720.00
68	7517.06	6" WHITE WET REFLECTIVE PREFORMED PAVEMENT MARKING, TYPE 4, GROOVED	687.0	LF	\$ 7.50	\$ 5,152.50
69	7517.12	12" WHITE WET REFLECTIVE PREFORMED PAVEMENT MARKING, TYPE 4, GROOVED	730.0	LF	\$ 12.00	\$ 8,760.00
70	9173.20	SUBGRADE PREPARATION	31,933.0	SY	\$ 2.50	\$ 79,832.50
<b>SITE LANDSCAPING</b>						\$ -
71		BOULDERS	370.0	LF	\$ 100.00	\$ 37,000.00
72		METAL EDGING	710.0	LF	\$ 7.00	\$ 4,970.00
73	L032.10	ROCK MULCH	9.4	TON	\$ 230.00	\$ 2,162.00
74		WEED BARRIER FABRIC	82.2	SY	\$ 9.00	\$ 739.80
75	L741.30	MALUS 'PRAIRIEFIRE' (PRAIRIEFIRE CRABAPPLE), 1.5-2' CAL C.G.	8.0	EA	\$ 350.00	\$ 2,800.00
76	L301.11	PICEA GLAUCA DENSATA (BLACKHILLS SPRUCE), 5-6' HGT. B&B	15.0	EA	\$ 400.00	\$ 6,000.00
77	L302.19	PICEA PUNGENS (COLORADO BLUE SPRUCE), 5-6' HGT. B&B	5.0	EA	\$ 400.00	\$ 2,000.00
78		POPULUS TREMULOIDES 'NE ARB' (PRAIRIE GOLD ASPEN), 2-2.5" CAL B&B	15.0	EA	\$ 400.00	\$ 6,000.00
79		QUERCUS ROBUR 'HERITAGE' (HERITAGE OAK), 2.5-3" CAL B&B	11.0	EA	\$ 450.00	\$ 4,950.00
80		ULMUS 'FRONTIER' (FRONTIER ELM), 2.5-3" CAL B&B	12.0	EA	\$ 450.00	\$ 5,400.00
81	L441.19	CORNUS SERICEA 'ISANTI' (ISANTI DOGWOOD), 24-30" HGT C.G.	14.0	EA	\$ 50.00	\$ 700.00
82	L428.10	PRUNUS CISTENA (PURPLELEAF SANDCHERRY), 30-36" HGT C.G.	44.0	EA	\$ 60.00	\$ 2,640.00
83	L559.17	RHUS AROMATICA 'GRO-LO' (GRO-LO FRAGRANT SUMAC), 15-18" HGT C.G.	35.0	EA	\$ 50.00	\$ 1,750.00
84	L952.11	HEMEROCALLIS 'STELLA D'ORO' (STELLA D'ORO DAYLILY), 1 GAL	74.0	EA	\$ 15.00	\$ 1,110.00
85		NEPETA RACEMOSA (WALKERS LOW CATMINT), 1 GAL	109.0	EA	\$ 15.00	\$ 1,635.00
86	L010.43	PANICUM VIRGATUM 'SHENANDOAH' (SHENANDOAH SWITCHGRASS), 1 GAL	16.0	EA	\$ 20.00	\$ 320.00
87	L946.79	SCHIZACHYRIUM SCOPARIUM 'THE BLUES' (THE BLUES LITTLE BLUESTEM), 1 GAL	15.0	EA	\$ 20.00	\$ 300.00
88	L010.42	SPOROBOLUS HETEROLEPIS (PRAIRIE DROPSEED), 1 GAL	75.0	EA	\$ 20.00	\$ 1,500.00
<b>SITE LIGHTING</b>						
89	A010.70	LUMINAIRE (TYPE BL)	3.0	EA	\$ 372.50	\$ 1,117.50
90	A010.86	LOW MOUNT LIGHTING UNIT (TYPE SL)	4.0	EA	\$ 840.00	\$ 3,360.00
91	A010.88	PEDESTRIAN WALKWAY LUMINAIRE (TYPE PL1)	39.0	EA	\$ 3,095.00	\$ 120,705.00
92	A010.88	PEDESTRIAN WALKWAY LUMINAIRE (TYPE PL2)	2.0	EA	\$ 3,721.00	\$ 7,442.00
93	A017.56	STREET LIGHT FOUNDATION	41.0	EA	\$ 737.00	\$ 30,217.00
94	A020.36	LIGHTING CONTROL CENTER, TYPE 'R-2'	1.0	EA	\$ 6,393.00	\$ 6,393.00
95	A100.10	ELECTRICAL SERVICE	1.0	EA	\$ 3,605.47	\$ 3,605.47
96	A079.48	GROUND ROD	43.0	EA	\$ 126.25	\$ 5,428.75
97	A079.50	GROUNDING CONDUCTOR	430.0	LIN FT	\$ 1.24	\$ 533.20
98	A080.12	#4 AWG CU CONDUCTOR	300.0	LIN FT	\$ 2.76	\$ 828.00
99	A079.34	#10 AWG CU CONDUCTOR	4,210.0	LIN FT	\$ 0.48	\$ 2,020.80
100	A079.35	#12 AWG CU CONDUCTOR	270.0	LIN FT	\$ 0.45	\$ 121.50
101	A065.69	1 1/2 INCH PCV CONDUIT IN TRENCH	100.0	LIN FT	\$ 4.85	\$ 485.00
102	A069.14	1 INCH CONDUIT IN TRENCH	866.0	LIN FT	\$ 5.35	\$ 4,633.10
103	A069.09	1" CONDUIT ON STRUCTURE	-	LIN FT	\$ 14.00	\$ -
104	A069.07	3/4" CONDUIT ON STRUCTURE	-	LIN FT	\$ 12.00	\$ -
105	A069.06	1/2" CONDUIT ON STRUCTURE	48.0	LIN FT	\$ 8.00	\$ 384.00
106		TYPE A JUNCTION BOX	3.0	EA	\$ 831.00	\$ 2,493.00
107		TYPE B JUNCTION BOX	4.0	EA	\$ 750.00	\$ 3,000.00
<b>PEDESTRIAN BRIDGE OVER HWY 26</b>						
108	6010.22	CLASS 47B-3000 CONCRETE FOR BRIDGE	30.1	CY	\$ 650.29	\$ 19,573.73
109	6070.50	PEDESTRIAN BRIDGE AT STA. 306+39.99	1.0	LS	\$ 308,000.00	\$ 308,000.00
110	6081.00	STRUCTURAL STEEL FOR SUPERSTRUCTURE	6,215.0	LB	\$ 3.23	\$ 20,074.45
111	6131.50	EPOXY COATED REINFORCING STEEL	4,099.0	LB	\$ 1.07	\$ 4,385.93
112	6210.14	HP 12 INCH X 53 LB STEEL PILING	432.0	LF	\$ 44.12	\$ 19,059.84
113	6005.36	PRECOMPRESSED POLYURETHANE FOAM JOINT TYPE A	22.0	LF	\$ 100.98	\$ 2,221.56
114	6600.01	1" CONDUIT IN BRIDGE	198.0	LF	\$ 13.81	\$ 2,734.38
115	6601.03	3/4" CONDUIT IN BRIDGE	102.0	LF	\$ 12.00	\$ 1,224.00
116	6602.35	SPECIAL SURFACE COATING	1.0	LS	\$ 1,630.00	\$ 1,630.00
117	6133.13	ANTI-GRAFFITI COATING	1.0	LS	\$ 1,135.00	\$ 1,135.00
<b>PEDESTRIAN BRIDGE OVER SCOTTSBLUFF DRAIN</b>						\$ -
118	6000.10	ABUTMENT NO. '1' EXCAVATION	1.0	LS	\$ 2,500.00	\$ 2,500.00
119	6010.22	CLASS 47B-3000 CONCRETE FOR BRIDGE	17.3	CY	\$ 650.29	\$ 11,250.02
120	6070.50	PEDESTRIAN BRIDGE AT STA. 301+73.97	1.0	LS	\$ 92,845.00	\$ 92,845.00

121	6131.50	EPOXY COATED REINFORCING STEEL	2,701.0	LB	\$ 1.07	\$ 2,890.07
122	6210.44	HP 12 INCH X 53 LB STEEL PILING	183.0	LF	\$ 44.12	\$ 8,073.96
123	6005.37	PRECOMPRESSED POLYURETHANE FOAM JOINT TYPE B	22.0	LF	\$ 94.35	\$ 2,075.70
<b>MSE WALL NO. 1</b>						
124	4095.00	CONCRETE FACE PANELS	5,496.0	SF	\$ 28.73	\$ 157,900.08
125	8024.75	SELECT GRANULAR BACKFILL FOR MSE WALLS	2,741.0	CY	\$ 19.16	\$ 52,517.56
126	4095.2	COPING	292.4	LF	\$ 102.89	\$ 30,085.04
127	4095.12	CONCRETE LEVELING PAD	287.0	LF	\$ 19.81	\$ 5,685.47
128	6602.35	SPECIAL SURFACE COATING	1.0	LS	\$ 10,421.00	\$ 10,421.00
129	6133.12	ANTI GRAFFITI COATING	1.0	LS	\$ 7,257.00	\$ 7,257.00
130	4350.24	24" CMP SLEEVE	63.0	LF	\$ 27.77	\$ 1,749.51
<b>MSE WALL NO. 2</b>						
131	4095.00	CONCRETE FACE PANELS	3,670.0	SF	\$ 28.73	\$ 105,439.10
132	8024.75	SELECT GRANULAR BACKFILL FOR MSE WALLS	1,679.0	CY	\$ 19.16	\$ 32,169.64
133	4095.2	COPING	207.9	LF	\$ 102.89	\$ 21,390.83
134	4095.12	CONCRETE LEVELING PAD	204.0	LF	\$ 19.81	\$ 4,041.24
135	6602.35	SPECIAL SURFACE COATING	1.0	LS	\$ 6,960.00	\$ 6,960.00
136	6133.12	ANTI GRAFFITI COATING	1.0	LS	\$ 4,847.00	\$ 4,847.00
137	4350.24	24" CMP SLEEVE	58.0	LF	\$ 27.77	\$ 1,610.66
<b>MSE WALL NO. 3</b>						
138	4095.00	CONCRETE FACE PANELS	689.0	SF	\$ 28.73	\$ 19,794.97
139	8024.75	SELECT GRANULAR BACKFILL FOR MSE WALLS	175.0	CY	\$ 19.16	\$ 3,353.00
140	4095.2	COPING	76.1	LF	\$ 102.89	\$ 7,829.93
141	4095.12	CONCRETE LEVELING PAD	75.0	LF	\$ 19.81	\$ 1,485.75
142	6602.35	SPECIAL SURFACE COATING	1.0	LS	\$ 1,266.00	\$ 1,266.00
143	6133.12	ANTI GRAFFITI COATING	1.0	LS	\$ 881.00	\$ 881.00
144	4350.24	24" CMP SLEEVE	27.0	LF	\$ 27.77	\$ 749.79
<b>CIP RETAINING WALL</b>						
145	1010.01	EXCAVATION (E.Q)	172.7	CY	\$ 7.21	\$ 1,245.17
146	6010.26	CLASS 47B-4000 CONCRETE FOR BRIDGE	41.7	CY	\$ 745.60	\$ 31,091.52
147	4152.20	EPOXY COATED REINFORCING STEEL	3,718.0	LB	\$ 1.07	\$ 3,978.26
<b>PEDESTRIAN BARRIER RAIL</b>						
148		PEDESTRIAN BARRIER RAIL, TYPE A-1	226.0	LF	\$ 220.00	\$ 49,720.00
149		PEDESTRIAN BARRIER RAIL, TYPE A-2	257.0	LF	\$ 200.00	\$ 51,400.00
150		PEDESTRIAN BARRIER RAIL, TYPE B	1,015.0	LF	\$ 80.00	\$ 81,200.00
		<b>TOTAL</b>				\$ 5,232,496.27

## **1 Inch Conduit in Bridge**

### **Description**

This work will consist of furnishing and installing a complete electrical conduit system as shown in the plans. The electrical conduit system will include all conduit, junction boxes, expansion fittings, drains, liquid-tight flexible conduit, couplings, and all other miscellaneous hardware. This work will also include all equipment, tools, labor, materials, and incidentals necessary to complete the work.

### **Material Requirements & Construction Methods**

The material requirements and construction methods for conduit shall be in accordance Section 405 of the "Standard Specifications for Highway Construction."

### **Method of Measurement**

The electric conduit system will be measured for payment by the number of feet (meters) shown in the plans within the limits defined for the system.

### **Basis of Payment**

The electrical conduit system, in place and accepted by the Engineer, will be paid for at the contract unit price per foot (meter) for the item, "1 inch CONDUIT in BRIDGE" ("38mm CONDUIT in BRIDGE").

Payment is full compensation for all work prescribed in this provision.

## **ADJUST CURB STOP TO GRADE**

This work shall consist of adjusting curb stops to finish grade as shown on the plans or as directed by the engineer.

All work shall conform to the Specifications, Codes and Regulations of the Utility owner.

Existing curb stops shall be used for adjustment if not damaged. If damaged, a new box or any part of it shall be installed. Adjustment shall be made by turning the screw part in or out, or by adding or removing extension pieces. After the adjustment has been made the box shall have a straight vertical continuous barrel.

Adjusting curb stops to grade will be measured as a single unit and payment will be made at the contract unit price per each for the item "Adjust Curb Stop to Grade".

This price shall be full compensation for all labor, equipment, new parts (if needed), tools and incidentals necessary to complete the work.

## **ADJUST VALVE BOX TO GRADE**

This work shall consist of adjusting valve boxes to finish grade as shown on the plans or as directed by the engineer.

All work shall conform to the Specifications, Codes and Regulations of the Utility owner.

Existing boxes shall be used for adjustment if not damaged. If damaged, a new box or any part of it shall be installed. Adjustment shall be made by turning the screw part in or out, or by adding or removing extension pieces. After the adjustment has been made the box shall have a straight vertical continuous barrel.

Adjusting valve boxes to grade will be measured as a single unit and payment will be made at the contract unit price per each for the item "Adjust Valve Box to Grade".

This price shall be full compensation for all labor, equipment, new parts (if needed), tools and incidentals necessary to complete the work.

## **RECONSTRUCT MANHOLE TO GRADE**

Paragraph 1b of Subsection 917.03 in the Standard Specifications is amended to provide for the following.

b. Remove the castings and provide new castings in accordance with Special Plan 1c. Adjust the tops of the manholes by removing or adding concrete or brick, as the case may be. The existing castings shall become property of the Contractor and disposed of accordingly.

## **Pedestrian Rail**

### **Description**

This work will consist of furnishing and installing a fabricated steel pedestrian rail along at-grade sections of the pedestrian pathway as shown in the plans. The work includes three types of rail designated on the plans. The Type A-1 rail consists of steel I-section posts, an HSS 5½" x 5½" x ¼" top rail, welded wire mesh fence panels and a 1 ¼" diameter extra strong handrail; the type A-2 rail is similar to the Type A-1 rail except it does not include the handrail component. Finally the Type B handrail consists of HSS posts supporting a 1 ¼" diameter extra strong handrail; this Type B rail also includes gated sections as shown on the plans. The work shall include all equipment, tools, labor, materials, and incidentals necessary to complete the work.

### **Material Requirements**

The material requirements the Pedestrian Rail are shown on the plans. The railings shall be galvanized and then powder coated in accordance with the special provisions for "Powder Coating."

Posts for the Pedestrian Rail shall be set in Class 47B-3000 concrete to a depth of 3'-0". Holes for posts located within the select granular fill of MSE walls shall be pre-formed within the fill using corrugated PVC plastic sleeves of the sizes shown in the plans.

### **Method of Measurement**

The Pedestrian Rail will be measured for payment by the number of feet shown in the plans to the limits shown for the various types of Pedestrian Rail.

### **Basis of Payment**

The Pedestrian Rail, in place and accepted by the Engineer, will be paid for at the contract unit price per foot for the following items:

- "Pedestrian Rail, Type A-1"
- "Pedestrian Rail, Type A-2"
- "Pedestrian Rail, Type B"

Payment is full compensation for all work prescribed in this provision.

## **RELOCATE FIRE HYDRANT AND VALVE**

This work shall consist of the removal of complete fire hydrant and gate valve, plugging of the remaining water pipe opening with standard cast iron water main plugs and resetting of the fire hydrant and gate valve, complete in place and ready for service as indicated on the plans and these Special Provisions or as directed by the Engineer.

All work shall conform to the Specifications, Codes and Regulations of the utility owner.

Prior to resetting of the fire hydrant or valve, it shall be inspected by the Utility owner and if found defective in any way, it shall be removed from the site of the work and replaced with a satisfactory hydrant or valve of similar manufacture at the expense of the Utility owner. The installation of existing or replacement hydrants and valves shall be as shown in the plans.

Payment shall be made at the contract unit price per each for the item "Relocate Fire Hydrant and Valve". This price shall be full compensation for all excavation, labor, materials, plugging, backfilling, tools, tapping fees if required, and incidentals necessary to complete the work, in place, and ready for service.



# ANTI-GRAFFITI COATING

## PART 1 - GENERAL

### 1.01 SCOPE

- A. This section specifies the requirements for applying a non-sacrificial, matte gloss, anti-graffiti protective coating immediately over cured concrete as specified in the contract plans.
- B. The Contractor shall protect surrounding areas, prepare concrete surfaces to be coated and apply the anti-graffiti coatings in accordance with these specifications and manufacturer's recommendations.
- C. The Contractor or its subcontractor(s) shall furnish all labor, materials, equipment, services, and incidentals necessary to perform the work of this section.
- D. This work shall be done in accordance with this specification and as directed by the Engineer. The Contractor shall conduct all work in strict compliance with all applicable Federal, State, and Local laws, codes, rules and regulations.

### 1.02 REFERENCES - The publications listed below form a part of this specification to the extent referenced. Unless otherwise noted, the latest revision of the standards in effect at the time of bid applies.

- A. Equipment and Coating Manufacturer's Published Instructions.
- B. American Society for Testing Materials (ASTM)
  - 1. ASTM D3359 Standard Test Methods for Measuring Adhesion by Tape.
  - 2. ASTM D 4541 Standard Test Method for Pull-Off Strength of Coatings Using Portable Adhesion Testers
  - 3. ASTM E96 Standard Test Methods for Water Vapor Transmission of Materials.
- C. Code of Federal Regulations (CFR)
  - 1. 29 CFR 1926 Occupational Safety and Health Regulations for the Construction Industry
  - 2. 29 CFR 1926.20 General Safety and Health Provisions
  - 3. 29 CFR 1926.21 Safety Training and Education
  - 4. 29 CFR 1926.59 Hazard Communication

5. 29 CFR 1926.103 Respiratory Protection
6. 29 CFR 1926.104 Safety Belts, Lifelines, and Lanyards
7. 29 CFR 1926.105 Safety Nets
8. 29 CFR 1926.352 Fire Prevention
9. 29 CFR 1926.451 Scaffolding

### **1.03 QUALIFICATIONS AND EXPERIENCE**

- A. The manufacturer shall have at least five (5) experience producing anti-graffiti coating capable of being used on vertical surfaces.
  1. The following manufacturers are acceptable:
    - a. Anti-Graffiti Coating  
Sherwin-Williams Company  
101 Prospect Avenue  
Cleveland, OH 44115  
(800) 524-5979
    - b. Permaclean 1496  
TK Products  
11400 West 47<sup>th</sup> Street  
Minnetonka, MN 55343  
800-441-2129
    - c. VandlGuard Non-Sacrificial Graffiti Coating  
Rainguard International Products Company  
1201 Dove Street  
Newport Beach, CA 92660  
949-515-8800
- B. The Contractor performing the work of this section shall have at least three (3) years experience applying anti-graffiti coating over vertical surfaces.

### **1.04 SUBMITTALS**

- A. Submit a letter from the anti-graffiti coating manufacturer that acknowledges the suitability of the specified anti-graffiti coating for the proposed application, and the acceptability of the specified methods of surface preparation.

- B. Provide written application instructions from the manufacturer, which shall include equipment, application methods and rates, and other manufacturer's recommendations.
- C. Submit a Compliance Certification by the coating manufacturer for local regulations controlling VOC content.
- D. Use a section of concrete out of direct public view as a base to demonstrate the application, appearance and compatibility of the anti-graffiti coating.
  - 1. Arrange a review by the Engineer of the completed sample area. The Engineer's approval of the anti-graffiti coating must be obtained before starting production work of applying the anti-graffiti coating.
  - 2. The accepted sample are shall be the standard by which remaining work will be evaluated for technical and aesthetic merit.
  - 3. Variations in material used or techniques demonstrated on the sample area shall be submitted to the Engineer for approval prior to use.

#### **1.05 PROJECT CONDITIONS**

- A. Apply anti-graffiti coating immediately after concrete has cured to the level required by the anti-graffiti coating manufacturer.
- B. Schedule anti-graffiti coating application with earthwork, back filling of any wall areas, and flatwork construction, making sure that all that are not to receive the coating are protected to the limits shown on the plans. Delay adjacent plantings until anti-graffiti application is completed. Coordinate work to permit applications without interference from other trades.

#### **1.06 METHOD OF MEASUREMENT AND BASIS OF PAYMENT**

- A. The work of furnishing and applying anti-graffiti coating will not be measured but shall be paid for by lump sum for the item "Anti-graffiti Coating". This price shall be considered full compensation for all work prescribed.
- B. Work of furnishing and applying anti-graffiti coating to the sample area shall not be paid for directly but shall be considered subsidiary to the pay item "Anti-graffiti Coating".

## **PART 2 - PRODUCTS**

### **2.01 MATERIALS**

#### **A. Anti-graffiti coating:**

1. Urethane based sealant, which provides an invisible, non-sacrificial penetrating barrier.
2. Coating shall dry as a matte or satin finish. High gloss finish is unacceptable.
3. Low volatile organic content (VOC) material, with a VOC less than 400 grams/liter.
4. Coating shall be resistant to weather, humidity, abrasion, acid, alkali, salt spray, ultra-violet rays, and petroleum products.
5. Allows vapor transmission when tested in accordance with ASTM-E96.
6. The application of the coating product shall not result in yellowing or color change to the surface.
7. Coating shall have the capability of having all types of paints and graffiti materials completely removed without damaging the surfaces to which the coating is applied
8. Removal of graffiti shall not result in "shadowing" of the base surface upon removal of graffiti.
9. Manufacturer recommended cleaning products for removal of graffiti shall be non-toxic and biodegradable
10. Provide all coating materials in sealed, original, containers that are properly marked and labeled to allow verification with applicable material safety data sheets, application precautions, and instructions. Labeling shall include the manufacturer's name, type of material, brand name, gloss designation, date of manufacture, shelf life, contract or order number under which the material has been ordered, lot and batch numbers, quantity, handling, thinning, and application instructions.

## **PART 3 – EXECUTION**

### **3.01 PROTECTION OF SURFACES AND SURROUNDING PROPERTY**

- A. Use protective coverings, shields, or masking as necessary to protect surfaces that are not designated to receive anti-graffiti coating.
  - 1. When tarps are used, secure them firmly to avoid being dislodged during heavy winds. If tarps become dislodged, stop work immediately and secure the loose tarps. When sustained winds are 40 mph or above, drop and secure the tarps.
  - 2. Maintain all protective coverings during the entire period the work is being performed, and remove all coverings upon completion of the work.
  - 3. All costs associated with furnishing tarps and other materials, installing and removing of tarps, shall not be paid for directly but shall be considered subsidiary to the items for which direct payment is provided.
- B. Use diligence to assure vehicles, structures, buildings, vegetation, equipment, hardware, fixtures, and other materials are protected from over spray, spillage, and other damage.
- C. The Contractor shall be responsible for the cleanup of any spills. All cleanups shall be done at no additional cost and to the satisfaction of the Engineer.
- D. When applying coating adjacent to occupied buildings, cover air intakes and air conditioning vents, which could carry fumes into buildings. Coordinate shutdown of air handling equipment with building owners throughout application process. Vents shall remain covered and air handling equipment shall remain inactive until surfaces are visibly dry or until odor has dissipated. Maintain adequate ventilation when working in confined areas.
- E. Over spray to non-porous surfaces shall be removed in accordance with the manufacturer's recommendations.

### **3.02 SURFACE PREPARATION**

- A. Prior to application of anti-graffiti coating, the concrete must be cured per manufacturer's recommendations to ensure effective protection.
- B. Take precautions to protect new construction from graffiti "tagging" prior to application of anti-graffiti coating. Any graffiti that does occur prior to application of anti-graffiti coating shall be completely removed at the Contractor's expense and to the satisfaction of the Engineer prior to applying coating.

**C. Surface Cleaning Requirements**

1. Surfaces to be treated shall be clean, dry, and free of oil, dirt, grease, efflorescence or any other coating, which may inhibit penetration and adhesion of coating.
2. If surface requires cleaning prior to applying anti-graffiti coating, clean surface in accordance with manufacturer's recommendations.
3. Abrasive blasting and chemical cleaning shall not be allowed.
4. Pressure washed surfaces shall be allowed to dry 48 hours prior to coating.
5. All caulking should be completed prior to application of coating.

**3.03 APPLICATION**

**A. Application shall be by means of brush, roller or sprayer in accordance with the manufacturer's recommendations.**

1. The number of coats applied shall be determined by the manufacturer's recommendations.
2. Coating material shall not be diluted in any way. If surface is still glistening five to ten minutes after application and complete absorption has not occurred, excess amount shall be wiped off and the amount of product being applied shall be decreased.

**B. Spray Application**

1. A low-pressure setting (approximately 40 psi) shall be used to avoid atomization of coating material.
2. Spray equipment shall be fitted with fan tip, stainless steel or brass fittings and gaskets suitable for solvent solutions.
3. First coat shall be applied in a saturating spray application from the top down. Apply sufficient coating to create 4 -6 inches of rundown below the contact point.
4. If required, additional coats shall be applied as soon as the previous coat is dry to the touch.
5. Follow each spray application with the clean bristle broom brushing to avoid excessive build-up.

**C. Brush and Roller Application**

1. Utilize nylon or other synthetic material resistant to solvent solutions.

2. Apply sufficient product to thoroughly saturate the surface. Avoid excessive overlapping and take care to brush out runs and drips to avoid build-up.

### **3.04 INSPECTION**

- A. The Engineer will inspect all phases of the work to verify that it is in accordance with the requirements of this section. The Contractor shall facilitate this inspection as required, including providing the Engineer with advance notice of scheduled work, allowing ample time for the inspections and access to the work. Inspections may include, but are not limited to, surface preparation, pre-coating cleanliness, coating application, and final appearance. The Contractor shall not proceed with subsequent phases of the work until the Engineer has approved the preceding phase.
- B. The inspection by the Engineer in no way relieves the Contractor of the responsibility to comply with all requirements of this section, and to provide comprehensive inspections of its own to assure compliance with the approved Quality Control Inspection Plan.
- C. The Contractor shall furnish, until final acceptance of the anti-graffiti coating, all equipment and instrumentation needed for self-inspection of all phases of the work.

## **FORM LINER (ASHLAR STONE FINISH)**

### **PART 1 - GENERAL**

#### **1.01 SCOPE**

- A. This section specifies the requirements for using form liners to create the specified Ashlar Stone form liner finish where required for the concrete panels for Mechanically Stabilized Earth (MSE) walls or for cast-in-place concrete abutment portal walls for the pedestrian bridge over Highway 26.
- B. The Contractor shall prepare concrete surfaces and apply form liners in accordance with these specifications and manufacturer's recommendations.
- C. The Contractor or its subcontractor(s) shall furnish all labor, materials, equipment, services, and incidentals necessary to perform the work of this section.
- D. This work shall be done in accordance with this specification and as directed by the Engineer. The Contractor shall conduct all work in strict compliance with all applicable Federal, State, and Local laws, codes, rules and regulations.

#### **1.02 REFERENCES** - The publications listed below form a part of this specification to the extent referenced. Unless otherwise noted, the latest revision of the standards in effect at the time of bid applies.

- A. American Concrete Institute (ACI):
  - 1. ACI 117 - Standard Tolerances for Concrete Construction and Materials.
  - 2. ACI 301 CH. 13 - Specifications for Structural Concrete.
  - 3. ACI 303R-91 - Guide to Cast-in-Place Architectural Concrete.
  - 4. ACI 309 - 1972[78] CH. 7 - Recommended Practice for Consolidation of Concrete.
  - 5. ACI 347 - 1978 CH. 5.2 - Recommended Practice for Concrete Formwork

#### **1.03 QUALIFICATIONS AND EXPERIENCE**

- A. The manufacturer shall have at least five (5) years experience making stone masonry molds to create formed concrete surfaces to match natural stone shapes and surface textures.
- B. The following form liner manufacturers are acceptable:



1. Custom Rock International  
1156 Homer Street  
St Paul, Minnesota 55116  
800-637-2447

2. Architectural Polymers  
2040 West Penn Pike  
New Ringgold, PA 17960  
570-386-3111

3. Scott Systems, Inc.  
1788 Helena Street  
Aurora, CO 80011  
303-341-1400

A. The Contractor performing the work of this section shall specialize in performing the work of this section, including pouring vertically formed architectural concrete.

1. The Contractor shall have at least five (5) years experience and within three (3) years preceding the acceptance of the Contractor's Proposal, successfully completed at least two contracts similar in scale to this project.

2. The Contractor shall be trained in the form liner manufacturer's special techniques to achieve realistic stone surfaces.

#### **1.04 SUBMITTALS**

A. Submit a letter from the form liner manufacturer that acknowledges the acceptability of the specified methods of surface preparation.

B. Submit examples of Ashlar stone, represented through pictures, actual rock pieces or other means to show the intended textures to be simulated by the form liner. The desired appearance is represented by Pattern 1501, Large Sandstone Ashlar, by Custom Rock International.

C. Submit a Compliance Certification by release agent manufacturer for local regulations controlling VOC content.

D. Submit shop drawings showing the plan and elevations of a typical portal wall element. The shop drawings shall also include details to show the overall pattern, joint locations, form tie locations, end, corner and edge treatments, piece marks for cast –in-place concrete members, and other special conditions.

E. As part of the shop drawing submittal for MSE retaining walls, submit drawings showing the stone patterns for concrete MSE wall panels. The shop drawings shall include details to show the overall pattern, joint

locations, form tie locations, end, corner and edge treatments, piece marks for cast –in-place concrete members, and other special conditions.

- F. Submit samples and descriptions of form ties and show the method of separation when forms are removed.
- G. Construct a sample panel of the architectural finish, at least thirty (30) days prior to the beginning of actual MSE wall construction that meets the following specifications:
  - 1. Construct sample at a location specified by the Engineer.
  - 2. Size: nominal 10-feet in length and 5-feet in height.
  - 3. The area used for demonstrating precast MSE wall panels may be constructed by cast-in-place methods but should demonstrate the configuration of the stone elements in the panel sizes and shapes that represent the precast MSE panels to be used in production.
  - 4. The sample panel shall demonstrate form liner butt joints and the continuation of the pattern through wall expansion joints, control joints or joints between simulated precast MSE wall panels.
  - 5. Sample panel shall be created using actual job specific materials, methods and workmanship, including concrete mix (cement type, aggregate gradation, slump, water/cement ratios, plasticizers and additives), forming system (ties, liner, and formwork), form release agents, placement rate, form pressures, joint sealing, vibrating and stripping practices.
  - 6. Provide an area on the panel to demonstrate patching and repair procedures for spalled concrete, and voids caused by honeycombing or bugholes.
  - 7. Finish the panel in a manner that it meets the specifications for surface preparation for special surface coatings.
  - 8. Arrange a review by the Engineer of the completed sample panel. The Engineer's approval of the panel must be obtained before starting form liner work on actual contract.
  - 9. The accepted sample panel shall be the standard by which remaining work will be evaluated for technical and aesthetic merit. The accepted sample panel is a prerequisite to beginning job formwork.
  - 10. Variations in material used or techniques demonstrated on the sample panel shall be submitted to the Engineer for approval prior to use.

## **1.05 METHOD OF MEASUREMENT AND BASIS OF PAYMENT**

- A. The work of furnishing and installing form liners will not be paid directly, but shall be considered subsidiary to other work items on the plans.
- B. Construction of the sample panel and ultimate demolition/removal of the panel after completion of production walls shall not be paid for directly but shall be considered subsidiary to the various bid items.

## **PART 2 - PRODUCTS**

### **2.01 MATERIALS**

- A. Form liners:
  - 1. Reusable high-strength urethane, easily attachable to forms.
  - 2. Molds shall be removable without causing deterioration of surface or underlying concrete.
  - 3. Molds shall not compress more than ¼" when concrete is poured at rate of 10 vertical feet per hour.
- B. Ashlar Stone Pattern
  - 1. Formed concrete surface using simulated stone masonry molds designed to closely duplicate the appearance of natural stone.
  - 2. The form liner stone sizes are classified as specified below:
    - a. Large Stone sizes:
      - (1). Height: 3'-0" maximum and 1'-0" minimum.
      - (2). Length: 5'-0" maximum and 3'-0" minimum.
    - b. Small Stone sizes:
      - (1). Height: 2'-0" maximum and 1'-0" minimum.
      - (2). Length: 3'-0" maximum and 2'-0" minimum.
  - 3. Relief in stone pattern:
    - a. Maximum 3"
    - b. Minimum ¾".
  - 4. Joint width: maximum 1 1/4" and minimum ½".

5. Patterning of simulated stone masonry shall appear natural and non-repeating. All rectangular stones in the pattern shall be oriented with the long dimension in the horizontal direction. Provide a minimum of at least six (6) unique mold patterns for the MSE wall panels.
  - a. Three (3) patterns shall contain a mixture of stones that meet classifications for large stone and small stone sizes.
  - B. Three (3) patterns shall contain a mixture of stones that meet only the small stone size classification.
- C. Release Agent:
  1. Compatible with simulated stone masonry molds and with color stain system to be applied to surface.
  2. No paraffin or other material that suppresses the absorption of the coating material shall be used.
  3. Consult the manufacturer of the selected special surface coating system to verify acceptable release agents.
- D. Form ties:
  1. Shall be made of either metal or fiberglass.
  2. Metal ties, which result in a portion of the tie permanently embedded in the concrete, shall be designed to separate at least one inch back from finished surface, leaving only a neat hole that can be plugged with patching material.

### **PART 3 – EXECUTION**

#### **3.01 FORM LINER PREPARATION**

- A. Before placing concrete, verify that the lines and leveling of formwork are within allowable tolerances.
- B. On multiple use liners, clean liner before each use. Replace damaged liners whose continued use or repair would negatively impact the aesthetics of the concrete finish.
- C. Apply form liner compatible release agent at rate recommended by manufacturer. Attempt to schedule concrete pour soon after application of release agent to avoid precipitation, dust, and debris. Protect reinforcing steel from exposure to release agents

#### **3.02 INSTALLATION**

- A. Form liners:

1. Seal form liner joints, form liner accessories' joints, and tie holes to prevent cement paste from bleeding.
2. Provide solid backing at form liner butt joints to prevent deflection.
3. Construct form liner and accessories to sizes, shapes, lines and dimension shown.
4. Provide openings, offsets, keyways, recesses, chamfers, blocking, and screeds as required to achieve the specified finish.
5. Drill or pierce liner to accommodate form ties.
6. Anchor liner to form on centers not to exceed 1'-6". Decrease centers as necessary to accommodate form-stripping pressures without damaging liner intended for multiple use.
7. Install backup strips as required to prevent deflection of the liner due to form pressures.

**B. Form ties:**

1. Place form ties at thinnest points of molds (high points of finished wall).
2. Neatly patch the hole remaining after disengaging the protruding portion of the tie so that it will not be visible after coloring the concrete surface.

**C. Seams:**

1. Match the texture and shape of the surrounding stone, avoiding visible seams or mold marks.
2. If the pattern selected has molds connecting through the middle of the stones, carefully remove the seam line created by abutting molds.
3. Form stripping and related construction shall avoid creating defects in the finished surface.

**D. Stone size relationship to wall height:**

1. The maximum size of any individual stone within the form liner pattern shall not exceed 3'-0" in height or 5'-0" in length. No more than twenty (20) percent of the total visible wall area shall contain stones with the maximum height or length.
2. The minimum size of any individual stone within the form liner pattern shall not be less than 1'-0" in height or 2'-0" in length. No more than

twenty (20) percent of the total visible wall area shall contain stones with the minimum height and length.

3. Where the height of the visible wall face is less than 4'-0" in height, only the patterns using the small stone size classification shall be used in the form liner arrangements.

### **3.03 REPAIR OF DAMAGE AND UNACCEPTABLE INSTALLATIONS**

- A. Repair localized damage and unacceptable finishes in the manner demonstrated on the approved sample panel.

### **3.04 INSPECTION**

- A. The Engineer will inspect all phases of the work to verify that it is in accordance with the requirements of this section. The Contractor shall facilitate this inspection as required, including providing the Engineer with advance notice of scheduled work, allowing ample time for the inspections and access to the work. Inspections may include, but are not limited to, surface preparation, surface finish, pattern repetition, and appearance. The Contractor shall not proceed with subsequent phases of the work until the Engineer has approved the preceding phase.
- B. The inspection by the Engineer in no way relieves the Contractor of the responsibility to comply with all requirements of this section, and to provide comprehensive inspections of its own to assure compliance with the approved Quality Control Inspection Plan.
- C. The Contractor shall furnish, until final acceptance of the form liner installation, all equipment and instrumentation needed for self-inspection of all phases of the work.

## **Pedestrian Bridge at STA. \_\_\_\_\_**

### **Description**

This work will consist of furnishing and erecting a pre-manufactured, welded, weathering steel, thru-truss pedestrian bridge spans as shown in the plans. The trusses shall be fabricated of tubular shaped main members and diagonals. The truss for the U.S. highway 26 pedestrian bridge shall be supplied with bearings, light brackets, handrails and industrial grade galvanized and powder coated steel mesh fencing panels on the top and both sides as detailed in the plans. The pedestrian bridge over Scottsbluff Drain shall be provided with bearings, handrails and 3" x ½" intermediate rails on the sides as shown on the plans. The truss spans shall be supplied with galvanized steel metal forms for a concrete deck to be cast in place on site; furnishing and installing the concrete deck and associated reinforcing steel shall be included in the lump sum price of the pedestrian bridge span. The trusses shall be designed and manufactured with as few field splices as possible.

### **Acceptable Manufacturers**

Acceptable manufacturers are listed in the plans. Suppliers other than those listed in the plans may be used provided the Engineer evaluates and approves the proposed supplier at least 5 days prior to the bid. Prospective suppliers shall be AISC certified for simple and major steel bridges with a fracture critical endorsement.

### **Submittals**

Complete schematic shop drawings shall be submitted to the Engineer for review of compliance with the specifications and the project plans. Structural calculations for the bridge superstructure shall be submitted to the Engineer for review per AASHTO Specifications. The calculations shall include all design information necessary to determine the structural adequacy of the bridge. All calculations shall be signed and sealed by a Professional Engineer registered in the State of Nebraska.

### **Method of Measurement and Basis of Payment**

The pedestrian bridge span shall be measured and paid for as a Lump Sum for the item PEDESTRIAN BRIDGE AT STA. \_\_\_\_\_. Payment is full compensation for design and manufacture of the above described pedestrian bridge span, including all shipping and erection costs. No additional payment will be made for any temporary bracing or formwork used to construct the bridge or for the concrete deck slab.

## **Powder Coating for Steel Components**

### **Description**

This work will consist of providing protective coatings for fencing and steel portal features of the U.S highway 26 pedestrian bridge as well as Pedestrian Railing components as shown in the plans. This work will include all equipment, tools, labor, materials, and incidentals necessary to complete the work.

### **Submittals**

Prior to beginning the powder coating operations, provide the following information for review and approval:

1. Quality control procedures that the company has established to ensure a quality and durable coating
2. Qualifications of certified personnel assigned to manage the QC Program and to conduct Quality Control tests
3. Source and type of powder
4. Surface preparation procedures including proposed anchor profile and type of pre-treatment on the substrate (number of pretreatments and types of chemicals used in the pre-treatments)
5. A summary of plant facilities including powder application bay (size in sq. ft. and heated or unheated) or configuration of conveyer line powder application booth, powder storage facilities, sandblasting facilities, application equipment (electrostatic spray, thermal spray, hot flocking, or hot spray, etc.) and curing bays (conventional or infrared)
6. Coater qualifications / certifications
7. Manufacturer certifications for powder
8. Proposed powder coating curing methods (temperature and duration of heated cure)
9. Procedures for storage and protection of coated items during shipping & handling (packing, protecting, and wrapping)

In addition, provide a steel test panel (hot rolled or equivalent) measuring 6-inches by 8-inches demonstrating the specified powder coating color and proper application of powder coating to the test panel (powder coat applied over galvanized surface).

### **Material Requirements**

Use degassing grade polyester powder only and include an anti-blistering agent, such as polyethylene oxide, to the powder to prevent pin holing and promote good adhesion. Powder coating materials shall be compatible with the galvanized coating. Approved powder manufacturers are:

Spraylat  
Dupont  
Diamond Vogel  
Akzo Nobel  
TNEMEC  
Sherwin – Williams

The color for the completed powder coating shall match color number SW6475 (Country Squire) of the Sherwin Williams company.

### **Construction Methods**

#### **Galvanizing:**



Prior to powder coating, fabricated steel components shall be hot-dipped galvanized after fabrication in accordance with ASTM A 123.

**Surface Preparation:**

After galvanizing, fabricated steel components shall be prepared for powder coating in accordance with ASTM D 6386. Items to be coated shall receive an abrasive sweep blast and shall comply with the requirements of SSPC SP7 to achieve a recommended surface profile of (1.5 – 2.5 mils) necessary for satisfactory bonding of the powder to the substrate. The sweep blast shall be provided for a stripping action without removing excess zinc layers. Care must be exercised to leave zinc layers intact. The purpose of sweep blasting is to deform and not to remove the galvanized surfaces. Following the sweep blasting, surfaces shall be blown down with clean, oil-free compressed air. Keep surface clean and dry. If surface contamination occurs or is suspected, clean surface with proprietary solvent / detergent designed for pre-cleaning prior to powder coating

Preparation for powder coating shall include zinc phosphate pretreatment and preheating of components. Water quenching or treatment with chromate conversion coatings are not allowed for galvanized surfaces that are to be powder coated.

**Powder Storage Requirements:**

Powder shall be stored under dry, cool, clean conditions at a temperature not higher than 77°F (25°C), for not more than one year and / or as recommended by the powder's manufacturer.

**Required Film Thickness:**

Unless otherwise specified the film thickness shall have a minimum of 3.0 mils and maximum of 4.0 mils with an average target value of 3.5 mils. Minimum coating coverage at railing component corners shall be 3 mils when measured in accordance with ASTM D 2967.

**Powder Coating Curing:**

The powder coating shall be cured by heating the coated specimens to a temperature and duration specified by the powder coat material manufacturer to insure sufficient and adequate curing of the powder coating material. The resulting coating shall be uniform in color and free of pinholes, blisters, sags, runs, cracks, mud-cracking, holidays, and / or any other surface defects. Check for complete cure by a solvent rub test.

**Protection of Powder Coating and Repair of Powder Coated Materials:**

Protect all powder coated surfaces from damage during shipping, handling and installation.

Damage to powder coating shall be defined as exposed galvanized coating, mud cracking or deep scratches. In addition the powder coating could experience pin holing of the coating due to small gas bubbles in the polyester coating during the cure cycle, poor adhesion to the galvanized surface or incomplete curing of the polyester resin.

Damaged coatings that comprise less than 1/3 of 1.0% of the surface area shall be acceptable for repair. Damage greater than that amount shall be recoated.

Coating to be repaired shall be touched up in accordance with the coating manufacturer's recommendations. Submit the recommendations for repair in writing prior to touch-up operations. Touch up and / or field repair may be accomplished using either powder coating material or an acrylic based paint applied either by spray or brush as recommended by the

powder coating material manufacturer. Following completion of the coating touch-up, the finished surface shall be uniform in color, sheen, texture across each continuous surface area when viewed in natural daylight at normal viewing angles and from distances of not less than 39 inches from the surface. Fabricated components deemed unacceptable by the Engineer shall be removed and returned to the powder coating shop and shall be completely stripped of powder coating and recoated in accordance with the contract documents at no additional cost to the project.

**Method of Measurement and Basis of Payment**

The work as prescribed in this provision shall not be paid for directly but shall be subsidiary to the other items for which direct payment is made.

# **SPECIAL SURFACE COATING FOR PRE-CAST MSE WALL PANELS AND ABUTMENT PORTAL WALLS**

## **PART 1 - GENERAL**

### **1.01 SCOPE**

- A. This section specifies the requirements for preparation and coating of the Ashlar stone formed finish on MSE wall panels and Abutment Portal Walls.
- B. The Contractor shall prepare concrete surfaces and apply coatings in accordance with these specifications and manufacturer's recommendations.
- C. The Contractor or its subcontractor(s) shall furnish all labor, materials, equipment, services, and incidentals necessary to perform the work of this section.
- D. This work shall be done in accordance with this specification and as directed by the Engineer. The Contractor shall conduct all work in strict compliance with all applicable Federal, State and Local laws, codes, rules and regulations

### **1.02 REFERENCES** - The publications listed below form a part of this specification to the extent referenced. Unless otherwise noted, the latest revision of the standards in effect at the time of bid applies.

- A. **Equipment and Coating Manufacturer's Published Instructions.**
- B. **American Society for Testing Materials (ASTM)**
  - 1. ASTM D 3359 Standard Test Methods for Measuring Adhesion by Tape.
  - 2. ASTM D 4138 Standard Test Methods for Measurement of Dry Paint Thickness of Protective Coating Systems by Destructive Means
  - 3. ASTM D 4262 Standard Test Method for pH of Chemically Cleaned or Etched Concrete Surfaces
  - 4. ASTM D 4263 Standard Test Method for Indicating Moisture in Concrete by the Plastic Sheet Method
  - 5. ASTM D 4285 Standard Test Method for Indicating Oil or Water in Compressed Air
  - 6. ASTM D 4414 Standard Practice for Measurement of Wet Film Thickness by Notch Gages
  - 7. ASTM D 4541 Standard Test Method for Pull-Off Strength of Coatings Using Portable Adhesion Testers

**C. Code of Federal Regulations (CFR)**

1. 29 CFR 1926 Occupational Safety and Health Regulations for the Construction Industry
2. 29 CFR 1926.20 General Safety and Health Provisions
3. 29 CFR 1926.21 Safety Training and Education
4. 29 CFR 1926.59 Hazard Communication
5. 29 CFR 1926.103 Respiratory Protection
6. 29 CFR 1926.104 Safety Belts, Lifelines, and Lanyards
7. 29 CFR 1926.105 Safety Nets
8. 29 CFR 1926.352 Fire Prevention
9. 29 CFR 1926.451 Scaffolding

**D. Society for Protective Coatings (SSPC)**

1. SSPC-SP 13 Surface Preparation of Concrete

**1.03 QUALIFICATIONS AND EXPERIENCE**

- A. The Contractor performing the work of this section shall specialize in performing the work of this section.
1. The Contractor shall have at least five (5) years experience and within three (3) years preceding the acceptance of the Contractor's Proposal, successfully completed at least two contracts similar in scale to this project.
  2. The Contractor coating specified wall surfaces shall be trained in the coating manufacturer's special techniques to achieve realistic stone surfaces.

**1.04 SUBMITTALS**

- A. A minimum of three weeks prior to commencing production coating of the wall surfaces, the Contractor shall submit a letter from the coating manufacturer that acknowledges the acceptability of the specified systems for the various substrates to be painted and, where applicable, the acceptability of the specified methods of surface preparation and compatibility of the specified system to the proposed anti-graffiti coating.

- B. Prior to beginning the coating application, the Contractor shall provide written application instructions from the manufacturer, which shall include mixing, potlife requirements, recommended application equipment, etc.
- C. The Contractor shall submit a Compliance Certification from the coating manufacturer for local regulations controlling volatile organic content (VOC).
- D. Prior to beginning coating application, the Contractor shall provide Product Data Sheets, along with Material Safety Data Sheets (MSDS) for all coating products including thinners and cleaning agents.
- E. A minimum of one month before commencing production coating of walls, the Contractor shall submit examples of the proposed stone, represented through pictures, actual rock pieces or other means to show the intended colors to be simulated by the color staining system. The Engineer shall determine final approval of the selected colors.
- F. Prior to performing the work of this section, the Contractor shall demonstrate surface preparation and coating application procedures on a representative test area in accordance with Subsection 3.02 of this special provision. The Contractor shall thoroughly document the testing process photographically and in writing. Documentation shall be submitted by the Contractor to the Engineer within 7 working days of the demonstration.
- G. Material Manufacturer's site reports
  - 1. The Contractor shall submit to the Engineer a copy of the field summary report prepared by the coating manufacturer's representative upon completion of the site visit.
  - 2. The Contractor shall provide the report within one week after the site visit.
- H. Inspection Log or Report
  - 1. The Contractor shall maintain a daily log or daily report of all quality control inspections and test results in compliance with the approved Quality Control Inspection Plan.
  - 2. Whenever the color coating operation is in progress, the Contractor shall submit a copy of the log to the Engineer every seven calendar days.

## **1.05 PROJECT CONDITIONS**

- A. Color staining work may not proceed until Contractor has provided written verification of the compatibility of the anti-graffiti coating with the color staining system, and the Engineer has approved the application of the anti-graffiti coating on the sample panel.
- B. Schedule color stain application with earthwork and back filling of any wall areas, making sure that all simulated stone texture is colored to the limits shown on the plans. Delay adjacent plantings until the color application and subsequent anti-graffiti coating is completed. Coordinate the work to permit coloring applications without interference from other trades.

## **1.06 METHOD OF MEASUREMENT AND BASIS OF PAYMENT**

- A. The work of furnishing and applying color coatings to the ashlar stone surfaces of walls will not be measured but shall be paid for by the lump sum for the item "Special Surface Coating". This price shall be considered full compensation for all work prescribed.
- B. The sample panel shall not be paid for directly but shall be considered subsidiary to the bid item "Special Surface Coating".

## **PART 2 - PRODUCTS**

### **2.01 MATERIALS**

- A. Color stain for simulated stone finish:
  - 1. Special penetrating stain mix as provided by manufacturer, shall achieve color variations present in the natural stone being simulated for this project.
  - 2. Stain shall create a surface finish that is breathable (allowing water vapor transmission), and that resists deterioration from water, acid, alkali, fungi, sunlight or weathering.
  - 3. The following products are acceptable:
    - a. Prime coat  
TK-290 Tri-Siloxane  
TK Products, a division of Sierra Corporation  
11499 West 47<sup>th</sup> Street  
Minnetonka, MN 55343  
(952) 938-7223

Top Coat(s)  
CRI Pigmented Stain  
Custom Rock International  
1156 Homer Street  
St Paul, Minnesota 55116  
800-637-2447

- b. H&C HB-100 and HB-150 Water Repellents  
B-97 SWD D.O.T. Bridge and Highway Concrete Sealer  
Sherwin-Williams Company  
9317 J Street  
Omaha, NE 68127  
(402) 592-0770  
Joe Wishard – representative
- c. Carbocrete Sealer WB Stain System  
(Mixture of Carbocrete 3359 & Carbocrete Sealer WB)  
Carboline Company  
350 Hanley Industrial Court  
St. Louis, MO 63144-1599  
(417) 860-7467  
Brian Cates - representative

- 4. The Contractor shall provide all paint materials in sealed, original, containers that are properly marked and labeled to allow verification with applicable material safety data sheets, application precautions, and instructions. Labeling shall include the manufacturer's name, type of material, brand name, color designation, date of manufacture, shelf life, contract or order number under which the material has been ordered, lot and batch numbers, quantity, handling, thinning, and application instructions.

B. Mortar Joints: Joints shall be colored and textured to simulate real mortar.

C. Cleaning Agents, Detergents and Etches:

- 1. The Contractor shall provide an ample supply of potable water for the cleaning operations. Cleaning agents, detergents or surface etches shall be used as necessary to achieve a clean surface in accordance with the manufacturer's recommendations.

## **2.02 EQUIPMENT**

A. Surface Preparation Equipment

- 1. The Contractor shall provide all necessary equipment, such as pressure washing equipment, abrasive blast equipment, brushes and other tools as necessary to conduct the work as specified in this section.

**B. Coating Materials Application Equipment**

1. The Contractor shall provide all spray equipment, rollers, brushes and daubers to conduct the work as specified in this section.

**2.03 CONTAINMENT MATERIALS**

- A. The Contractor shall supply all equipment and materials needed to contain all over spray, paint drips and spills. This may include, but is not limited to: ground covers, rigging, scaffolding, planking and containment screens or tarpaulin materials.
- B. The Contractor shall use materials that are free of loose dust and debris when brought onto the construction site.

**PART 3 – EXECUTION**

**3.01 TECHNICAL REPRESENTATION BY MATERIAL MANUFACTURERS**

- A. The Contractor shall arrange for a qualified technical representative of the paint manufacturer to visit the site to verify that the quality of surface preparation and product application are satisfactory for the coating system. Visits are required during the pre-production surface preparation demonstration and at the start of the project. The Engineer may request additional visits if corrective action needs to be taken and verified by the technical representative.
- B. The Contractor shall have the manufacturer summarize the results of the inspections in writing, together with recommendations. The Contractor shall provide copies of the manufacturer's reports to the Engineer within one week after the visits.

**3.02 RE-PRODUCTION SURFACE PREPARATION AND COATING APPLICATION DEMONSTRATION**

- A. Prior to proceeding with production surface preparation and coating applications, the Contractor shall conduct surface preparation, coating application and coating repair procedures on a sample panel. The purpose is to establish the degree of cleaning and observe the paint application procedures that will be performed throughout the project as defined in these specifications. The accepted sample panel shall be the standard by which remaining work will be evaluated for technical and aesthetic merit. In addition, the completed sample panel shall demonstrate the following:
  1. Final coloration of cast stone concrete surface to accurately simulate the appearance of real stone including the multiple colors, shades, flecking, and veining that is apparent in real stone.



2. The colors that may be apparent from aging, such as staining from oxidation, rusting and/or organic staining from soil and /or vegetation.
  3. The type of material used to simulate mortared joints.
  4. The method of repair, recoating and other procedures necessary to make unacceptable finishes meet the requirements of this specification.
- B. The sample panel used for the demonstration shall be the panel constructed by the Contractor and accepted by the Engineer to demonstrate the ashlar stone form liner finish.
- C. The Contractor shall arrange for a representative of the coating manufacturer to be present during this demonstration.
- D. The Contractor shall not proceed with production surface preparation activities until the Engineer agrees that the sample panel conforms with the requirements of this section.
- E. Throughout the duration of the project, the Contractor shall maintain the quality of surface preparation and coating application established on the sample panel and as defined in these specifications.
- F. Requests for substitute materials or techniques that vary from those demonstrated on the sample panel shall be submitted to the Engineer for approval prior to use on production surfaces. The Engineer may require the use of substitute materials or techniques to be satisfactorily demonstrated on the sample panel.

### **3.03 PROTECTION OF SURFACES AND SURROUNDING PROPERTY**

- A. The Contractor shall use protective coverings, shields, or masking as necessary to protect surfaces that are not designated to receive coating
1. When tarps are used, the Contractor shall secure them firmly to avoid being dislodged during heavy winds. If tarps become dislodged, the Contractor shall stop work immediately and secure the loose tarps. When sustained winds are 40 mph or above, the Contractor shall drop and secure the tarps.
  2. The Contractor shall maintain all protective coverings during the entire period the work is being performed, and remove all coverings upon completion of the work.
  3. All costs associated with furnishing tarps and other containment materials, or installing and removing of tarps, shall not be paid for directly but shall be considered subsidiary to the items for which direct payment is provided.

- B. The Contractor shall use diligence to assure vehicles, structures, buildings, equipment, hardware, fixtures, and other materials are protected from over spray, paint spillage, and other damage.
- C. The Contractor shall be responsible for the cleanup of any spills. All cleanups shall be done at no additional cost and to the satisfaction of the Engineer.

### **3.04 SURFACE PREPARATION**

#### **A. Surface Cleaning Requirements**

1. The Contractor shall clean surfaces in accordance with manufacturer's recommendations.
2. For simulated stone surfaces, the Contractor shall clean the surface prior to application of stain materials to assure that the surface is free of latency, dirt, dust, grease, efflorescence, paint, or other foreign material, following manufacturer's instructions for surface preparation. Do not sandblast. The preferred method to remove latency is pressure washing with water, minimum 3000 psi (a rate of 3 to 4 gallons/minute), using fan nozzle perpendicular to and at a distance of 1 to 2 feet from surface. The completed surface shall be free of blemishes, discoloration, surface voids and unnatural form marks.
3. If pressure washing is used, the Contractor shall allow the surface to dry in accordance with the coating manufacturers recommendations. Test locations that are likely to be slow in drying because of dampness shall be in accordance with ASTM D-4263.

#### **B. Compressed Air Cleanliness**

1. The Contractor shall provide compressed air that is free from moisture and oil contamination for use in any operation in which the air may impinge upon the surface.
2. The Contractor shall use the white blotter test in accordance with ASTM D4285 to verify the cleanliness of the compressed air. The Contractor shall conduct and document the test at least once per shift for each compressor system. Sufficient freedom from oil and moisture is confirmed if soiling or discoloration is not visible on the paper.
3. If air contamination is evident, the Contractor shall examine the work completed since the last satisfactory test for evidence of contamination, and conduct any necessary clean up or repair. The Contractor shall change filters, clean traps, add moisture separators or filters, or make other adjustments as necessary to achieve clean, dry air.

### **3.05 COATING MATERIALS STORAGE, MIXING, AND HANDLING**

#### **A. Testing of Coating Materials Samples**

1. The Engineer reserves the right to conduct tests of the coating materials at any time during the period of field painting. The tests will be conducted to confirm that the material, as supplied, complies with the compositional information provided by the manufacturer in the original submittals.
2. When the Engineer decides to conduct tests, the Engineer will collect a representative pint or quart sample of each component of coating material at the construction site. The samples will be transferred to metal containers, identified, sealed and signed in the presence of the Contractor.
3. If the laboratory test results show that the material being used does not comply with the information provided in the Submittals, the Contractor shall be directed to stop work, and to remove and recoat all surfaces coated with the rejected material, all at no additional cost.

#### **B. Coating Material Storage**

1. The Contractor shall store all flammable materials in approved storage containers at locations approved by the Engineer.
2. The Contractor shall store all coatings, thinners, and solvents in accordance with OSHA regulations and the requirements of the coatings manufacturer. All coating materials and solvents shall be stored under cover and out of direct sunlight. A temperature between 40° F and 90° F shall be maintained in the storage area unless the requirements of the manufacturer are more restrictive. The containers used in storage of coatings shall be maintained in a clean condition, free of foreign materials and residue
3. The Contractor shall not permit smoking in coating material storage, mixing, and application areas. Accumulation of empty paint cans, combustibles, and other debris shall not be permitted. Waste chemical solutions, oily rags, and waste shall be removed daily. The Contractor shall keep the storage area neat and orderly.
4. All containers of coating material shall be unopened until required for use. The Contractor shall not open or mix coating materials in the storage area. Mixed coating materials shall not be returned to the storage area.
5. The Contractor shall take all necessary precautionary measures to ensure that workmen and work areas are adequately protected from fire hazards and health hazards resulting from handling, mixing and application of materials.

**C. Mixing and Thinning of Coating Materials**

1. The Contractor shall not use coating material that has exceeded its shelf life.
2. When required by the manufacturer, the Contractor shall warm coating materials stored at less than 50° F to above 50° F prior to mixing.
3. The Contractor shall use proper ventilation in the mixing area to prevent injury to workmen or the accumulation of volatile gases. The Contractor shall mix all coatings in accordance with the requirements of the coating manufacturer using mechanical equipment such as a Jiffy mixer.
4. When using two component materials, the Contractor shall mix only complete kits. Mixing of partial kits is not allowed. Do not use two component materials beyond the pot life established by the manufacturer's written instructions.
5. The Contractor shall not thin any paints unless approved in writing by the paint manufacturer and the Engineer. If thinning is required and authorized, use only those types, brands, and amounts of thinner stipulated by the coating manufacturer. The Contractor shall comply with VOC limits after thinning.
6. The Contractor shall deliver coating materials ready mixed to approved tints and colors. Construction site tinting is prohibited.

**3.06 COATING APPLICATION**

**A. General**

1. The Contractor shall apply the coatings in accordance with the requirements of this section, the coating manufacturer and SSPC-PA 1.
2. In the event of a conflict between the manufacturer's technical data and the requirements of this section, the Contractor shall comply with this section unless the requirements of the manufacturer are more restrictive. When the manufacturer's requirements are more restrictive, the Contractor shall advise the Engineer of the discrepancies in writing, and comply with the more restrictive requirement. The decision of the Engineer will be final.

**B. Quality of Surface Preparation Prior to Coating**

1. The surface shall exhibit the specified degree of cleaning immediately prior to coating. The Contractor shall re-clean deficient areas.

**C. Surface Cleanliness Between Coats**

1. The Contractor shall thoroughly clean the surface of each coat prior to the application of the next coat to remove dirt, dust, and other interference material. Pay particular attention to the removal of detrimental residue from surfaces such as corners and pockets.
2. The Contractor shall clean the surfaces according to the manufacturer's recommendation for the color staining system.

**D. Ambient Conditions During Coating Application - The Contractor shall apply coatings under the following conditions unless the requirements of the coating manufacturer are more restrictive. The Contractor shall not apply coatings under less restrictive conditions without written approval of the coating manufacturer, and specific written authorization from the Engineer.**

1. Surface and Air Temperatures - Between 50° F and 100° F.
2. Relative Humidity - Less than 90%.
3. Dew Point - Surface temperature at least 5 degrees (5°) F above the dew point temperature of the surrounding air.
4. Frost/Rain - The Contractor shall not apply coatings to surfaces containing frost or free standing water, or during rain, fog, or similar detrimental weather conditions.
5. The Contractor shall remove and replace any paint that is exposed to unacceptable conditions (e.g., rain or dew) prior to adequate curing.

**E. Methods of Application - The Contractor shall apply all coats in accordance with the manufacturer's recommendations. In all cases, over spray, drips, splashes and spills must be controlled.**

**F. Recoat Times**

1. The Contractor shall apply each coat only after the previous coat has been allowed to dry as required by the manufacturer's written instructions, but as soon as possible to minimize the length of time that the coating is exposed to dust and contamination.
2. The Contractor shall not allow any coat to remain exposed for longer than the manufacturer's written instructions for maximum recoat time prior to recoating.
3. If a coat exceeds the manufacturer's maximum recoat times for any reason, the Contractor shall remove and replace the coating. As an alternative, the Contractor shall provide written instructions from the coating manufacturer for the specialized preparation that can be undertaken (e.g., scarifying the surface) to properly prepare the

surface to receive the next coat. The specialized steps can be undertaken only if approved by the Engineer in writing. The Contractor shall perform the specialized cleaning or removal and replacement of the coatings at no additional cost.

### **3.07 REPAIR OF DAMAGE AND UNACCEPTABLE INSTALLATIONS**

- A. The Contractor shall repair localized damage and unacceptable finishes in the manner demonstrated on the approved sample panel.

### **3.08 HOUSEKEEPING AND WASTE DISPOSAL**

- A. The Contractor shall not store any coating materials or equipment on or against the noise barrier wall.
- B. At the end of each day at a minimum, the Contractor shall haul empty paint cans and other debris to the waste storage area.
- C. The Contractor shall remove all drips, splashes, and over spray from surfaces not intended to be coated. Remove by proper methods of washing and scraping, using care not to scratch or otherwise damage finished surfaces.
- D. The Contractor shall handle, store, transport, and dispose of all wastes, hazardous and non-hazardous, in strict accordance with Federal, State and Local regulations.

### **3.09 INSPECTION**

- A. The Engineer will inspect all phases of the work to verify that it is in accordance with the requirements of this section. The Contractor shall facilitate this inspection as required, including providing the Engineer with advance notice of scheduled work, allowing ample time for the inspections and access to the work. Inspections may include, but are not limited to, surface preparation, pre-painting cleanliness, paint application, dry film thickness, film appearance and continuity, adhesion, and appearance. The Contractor shall not proceed with subsequent phases of the work until the Engineer has approved the preceding phase.
- B. The inspection by the Engineer in no way relieves the Contractor of the responsibility to comply with all requirements of this section, and to provide comprehensive inspections of its own to assure compliance with the approved Quality Control Inspection Plan.
- C. The Contractor shall furnish, until final acceptance of the special surface coating installation, all equipment and instrumentation needed for self-inspection of all phases of the work.

### **3.10 ONE-YEAR ANNIVERSARY INSPECTION**

- A. A One-Year Anniversary Inspection will be conducted approximately twelve (12) months after tentative acceptance of the coating under the entire Contract. The Contractor shall participate in this inspection with the Engineer.
- B. The Contractor shall repair, at no additional cost, all locations where the coating exhibits debonding, cracking, or other such defects, and perform all repairs in accordance with the requirements of this specification, and the coating manufacturer's written instructions.
- C. Final payment will be made following the completion of the work necessary to correct the deficiencies discovered during the One-Year Anniversary Inspection.

## STATUS OF UTILITIES

Project No: ENH-79(42)  
Control No: 51512  
Location: Scottsbluff, NE

The following information is current as of 3/15/2019

Aerial and/or underground utilities may exist within the limits of this project. The Contractor shall determine to their satisfaction the extent of occupancy of any utility facilities located within the project construction areas and the extent of conflict with the proposed work under this contract.

Any utility adjustments or interruption of service for the convenience of the Contractor shall be the sole responsibility of the Contractor.

To arrange for utilities to locate and flag their underground facilities, contact Diggers Hotline of Nebraska at 1-800-331-5666, or dial 811.

The following utilities have known facilities within the project area:

**Allo Communications:** Allo has utilities throughout the entire project including facilities on overhead poles that will need to be relocated and telephone pedestals in multiple locations that will also have to be relocated. A list containing all the utility relocations is attached. The owner attended an initial utility coordination meeting on June 18, 2013. All Utility owners will be updated at a meeting to be held in late March or early April 2019. **Kim Brackett, 308-633-7821**

**CenturyLink:** Century Link has utilities throughout the entire project including facilities on overhead poles that will need to be relocated and telephone pedestals in multiple locations that will also have to be relocated. A list containing all the utility relocations is attached. The owner attended an initial utility coordination meeting on June 18, 2013. All Utility owners will be updated at a meeting to be held in late March or early April 2019.  
**Trevor Matuszewski, 308-520-6284**

**Charter Communications:** Charter has utilities throughout the entire project including facilities on overhead poles that will need to be relocated and telephone pedestals in multiple locations that will also have to be relocated. A list containing all the utility relocations is attached. The owner attended an initial utility coordination meeting on June 18, 2013. All Utility owners will be updated at a meeting to be held in late March or early April 2019. **Ron Sims, 308-631-4063**

**NPPD:** NPPD has facilities throughout the entire project including power poles, guy wires, and street light poles that will need to be relocated. Additionally, many of the telecommunication companies utilize overhead poles owned by NPPD. A list containing all the utility relocations is attached. The owner attended an initial utility coordination meeting on June 18, 2013. All Utility owners will be updated at a meeting to be held in late March or early April 2019.  
**Chuck Vacha, 308-630-5475**



**City of Scottsbluff:** The City of Scottsbluff has several utilities that will need relocation throughout the entire project. The following relocations are arranged by department.

**Water-** Work includes water sampling station relocation, valve box adjustments, and fire hydrant relocations. The hydrants and structure adjustments will be completed as part of the project but the sampling stations will be relocated prior to construction by the owner. Additionally, a portion of existing water main will have to be relocated around the pedestrian bridges. The water main relocation shall be completed prior to construction. **Jack Satur, 308-630-6257**

**Waste Water/Storm-** Waste water work includes structure adjustments which will be completed as part of the project. Additionally, a portion of sanitary sewer main will have to be relocated around the pedestrian bridges. The relocation shall be completed prior to construction. The storm drain work includes construction of storm drain inlets and pipe and culvert extensions. All of which will be completed as part of the project. **Lynn Garton, 308-630-6257**

**Street Department -** Work includes relocating street signs in multiple locations during construction of the project. **Brett Bewley, 308-630-6297**

**Black Hills Energy:** Black Hills has utilities throughout the entire project including gas markers that will need to be relocated. A list containing all the utility relocations is attached. The owner attended an initial utility coordination meeting on June 18, 2013. All Utility owners will be updated at a meeting to be held in late March or early April 2019. **Todd Deaver, 308-630-9780**

**The preceding is for the contractor's information only. It is the contractor's responsibility to verify the accuracy of the information.**

**All utility rehabilitation will be accomplished prior to or concurrent with construction.**

**It is the responsibility of the contractor to cooperate and coordinate his/her work with any utility work to be done concurrent with construction in an effort to complete both promptly. The contractor shall determine to his/her satisfaction the extent of utility occupancy and utility conflict for facilities located within the construction areas, including determining impacts and timeframes for completion.**

# **City of Scottsbluff, Nebraska**

**Monday, April 1, 2019**

**Regular Meeting**

## **Item Reports1**

**Council to discuss and consider action on City recycling efforts.**

**Staff Contact: Nathan Johnson, City Manager**

## MEMORANDUM OF UNDERSTANDING

This Memorandum of Understanding, hereinafter “MOU”, is entered into between the **North Platte Natural Resources District**, hereinafter “NRD”, the **City of Gering**, hereinafter “Gering”, the **City of Scottsbluff**, hereinafter “Scottsbluff”, and **Waste Connections of Nebraska, Inc.**, hereinafter “Waste Connections”.

WHEREAS, all parties recognize the need and benefits of recycling in their respective jurisdictions, and make this MOU to delineate their respective functions in a cooperative effort to more efficiently recycle substances and materials for the betterment of our communities and our citizens, and for the protection of our natural resources. Accordingly, it is therefore understood:

1. **THE NRD** will provide educational outreach programs for students and other members of the public concerning the recycling process, and the benefits to our citizens and our natural resources, to encourage more citizen understanding and involvement in the recycling process.
2. **THE NRD** may provide smaller collection bins for in-building use at various locations throughout the District.
3. **THE NRD** may obtain grants to support the activities of the parties to this MOU.
4. **SCOTTSBLUFF** shall be responsible for collecting recyclable materials in Scottsbluff, and any other municipalities and entities with which Scottsbluff has committed to service, and for the transportation of those materials to the Gering recycling facility for processing.
5. **GERING** shall be responsible for collecting recyclable materials in Gering, and other municipalities and entities with which Gering has committed to service, and for the transportation of those materials to its facility for processing.

6. **GERING** will accept single stream recycling materials delivered to the Gering facility which shall be separated there.
7. **WASTE CONNECTIONS** shall be responsible for collecting recyclable materials in the various municipalities it serves, including Bayard, Bridgeport, Minatare, and Terrytown, and for the transportation of those materials to the Gering recycling facility for processing.
8. **RECYCLABLE MATERIALS INCLUDED AND EXCLUDED.** Each party to this MOU shall determine which materials will be collected for recycling. However, only those materials permitted under the Gering's Single Stream Program will be delivered and accepted at the Gering facility. Notification of any changes to the recyclable materials accepted or excluded by the Gering's Single Stream Program is contemplated.
9. **NOT A BINDING AGREEMENT.** The purpose of the MOU is simply to identify the functions of the various parties to enhance regional cooperation and efficiency. Nothing herein shall be deemed a binding agreement nor require any party to involuntarily expend or budget additional funds to accomplish the purposes of this MOU.
10. **AUTHORITY.** All parties, by affixing their signatures hereto, represent that they are duly authorized to do so on behalf of their respective municipality or corporation.
11. **EFFECTIVE DATE.** This MOU shall be effective on May 5, 2014.

North Platte Natural Resources District

By: [Signature]  
Title General Manager  
Date 5/5/14

City of Gering

By: Frederic T. Mayo  
Title Mayor  
Date 05-05-2014

City of Scottsbluff

By: [Signature]  
Title Mayor  
Date 5/5/14

Waste Connections of Nebraska, Inc.

By: [Signature]  
Title District Manager  
Date 5/5/14

**From:** [Nathan Johnson](#)  
**To:** [Jeanne McKerrigan](#); [Nathan Green](#); [Raymond Gonzales](#); [Raymond Gonzales](#); [Scott Shaver](#); [Terry Schaub](#)  
**Cc:** [Kimberley Wright](#); [Kent Hadenfeldt \(KHadenfeldt@simmonsolsen.com\)](#)  
**Subject:** RE: Sanitation - Cost Per Ton  
**Date:** Tuesday, January 22, 2019 9:49:21 AM  
**Attachments:** [image002.png](#)

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Good Morning,

I received the question below from Council Member Shaver that I feel needs to be clarified with you all.

It costs us approximately \$116.02 per ton to pick up (collection) any of the three services (trash, yard waste or recycling). This cost does not include a tipping fee.

Trash = \$116.02 + \$48.87 (Gering Tipping Fee) = \$164.89

Recycling = \$116.02 + \$24.65 (Gering Tipping Fee) = \$140.67

Yardwaste = \$116.02 (we are not currently charging for a tipping fee at the yard waste facility for City of Scottsbluff operations)

#### Waste Connections Info

There are many variables and these are not solid numbers but approximates given by Waste Connections via email.

It costs them around \$60.00 per ton for pick up (collection)

It costs them around \$110.00 per ton for all costs associated with pick up and disposal.

\*This does not include operating a Compost Facility

#### Waste Connections Proposal B Bid

Trash = \$116.02 + \$43.00 (WC Tipping Fee) = \$159.02

Recycling = \$116.02 + ? (No bid from WC)

Yardwaste = \$116.02 (we are not currently charging for a tipping fee at the yard waste facility for City of Scottsbluff operations)

Please let me know if you have any further questions.

Thanks,

Nathan

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**From:** Scott Shaver  
**Sent:** Tuesday, January 22, 2019 8:59 AM  
**To:** Nathan Johnson  
**Subject:** Re: Sanitation - Cost Per Ton

What I wanted was an apples to apples comparison for what we are bid. If we are bid just

waste, then I need just waste number. Do any of the numbers below exclude the costs for our yard waste/tree collection? Is recycling separated out. What I asked for was an apples to apples comparison in the numbers we got last time instead of comparing our totals to the just waste bid. The info in this e-mail looks more like an orange so won't really tell me much in comparison.

---

**From:** Nathan Johnson

**Sent:** Friday, January 18, 2019 8:51 AM

**To:** Jeanne McKerrigan; Nathan Green; Raymond Gonzales; Raymond Gonzales; Scott Shaver; Terry Schaub.

**Cc:** Kimberley Wright; Kent Hadenfeldt (KHadenfeldt@simmonsolsen.com)

**Subject:** Sanitation - Cost Per Ton

Good Morning,

Below is additional information on how much the City is paying to pick up trash with the current operation.

**\$116.02** average cost per ton for collection this includes all overhead (personnel, containers, supplies, fuel, vehicle maintenance, insurance, etc)

**\$48.87** tipping fee per ton at the Gering Landfill

***\$164.89 total cost per ton***

**\$164.89** average cost per ton collection

**6,102** tons tipped at the City of Gering

***\$1,006,158.78 Total cost for collection/landfill tipping***

Please feel free to contact me if you have any questions.

Thanks,

*Nathan*

**Nathan D. Johnson, MPA**

**City Manager**

**City of Scottsbluff**

**2525 Circle Drive**

**Scottsbluff, Nebraska 69361**

**308.630.6202**

**[njohnson@scottsbluff.org](mailto:njohnson@scottsbluff.org)**





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# ORDINANCE RECORD

**ORDINANCE NO. 4233**

AN ORDINANCE FOR THE CITY OF SCOTTSBLUFF, NEBRASKA, AMENDING THE MUNICIPAL CODE SOLID WASTE COLLECTION FEES AT CHAPTER 6, ARTICLE 6, ADDING A FEE PER POUND FOR NONRESIDENTIAL ELECTRONIC RECYCLING MATERIALS, REPEALING PRIOR PROVISIONS OF THE MUNICIPAL CODE, PROVIDING FOR AN EFFECTIVE DATE AND PROVIDING FOR PUBLICATION IN PAMPHLET FORM.

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

Section 1. Section 6-6-26.1 of the Scottsbluff Municipal Code is amended to provide as follows:

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

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

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

1. Customers recycling electronic waste including but not limited to: electronic mice, printers, fax machines, scanners, electronic typewriters, keyboards, computer speakers, servers, hard drives, television sets, VCR/DVD/Blue Ray players, home or auto stereo equipment, small electronics, gaming equipment and CFL light bulbs and florescent tubes brought in for disposal, shall be charged a fee of \$.50 per pound for all electronic waste brought in for recycling.
2. For computer monitors, desk top and laptop computers brought in by any customer, including residential and non-residential customers, \$5 per monitor or desk top or laptop computer.
3. For non-recyclable appliances and electronic equipment, every person including residential and non-residential customers, who shall dispose of an appliance or non-recyclable electronic equipment at any disposal site of the City shall pay a charge of \$26.00 per item disposed.
4. The fee for the Gaylord (cardboard) containers shall be \$20.00 per month.
5. The rates and fees provided in this section shall be effective after October 1,

2018.”

Section 2. Previously existing Section 6-6-26.1 of the Scottsbluff Municipal Code and all other Ordinances and parts of Ordinances in conflict herewith are repealed. Provided, however, this Ordinance shall not be construed to affect any rights, liabilities, duties or causes of action, either criminal or civil, existing or actions pending at the time when this Ordinance becomes effective.

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

PASSED AND APPROVED on September 17, 2018.

WICKED E. WILSON  
W. Wilson, Exp. 2/10/2002

Mayor

ATTEST:

*Kendrick Knight*  
City Clerk

City Clerk

Approved to form:

City Attorney



# CERTIFICATE OF PASSAGE

# **City of Scottsbluff, Nebraska**

**Monday, April 1, 2019**

**Regular Meeting**

## **Item Reports2**

**Council to receive a report on the Blizzard/Flooding conditions.**

**Staff Contact: Tim Newman, Emergency Management Director**

# Agenda Statement

Item No.

For meeting of: 4/1/19

**AGENDA TITLE:** Council to Receive a Report on Blizzard/Flooding Conditions

**SUBMITTED BY DEPARTMENT/ORGANIZATION:** Emergency Management

**PRESENTATION BY:** Tim Newman, Director

**SUMMARY EXPLANATION:** Short PowerPoint presentation on the local response to the March 13-14, 2019 Blizzard

**BOARD/COMMISSION RECOMMENDATION:**

**STAFF RECOMMENDATION:**

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## EXHIBITS

Resolution ☐

Ordinance ☐

Contract ☐

Minutes ☐

Plan/Map ☐

Other (specify) \_\_\_\_\_

**NOTIFICATION LIST:** Yes ☐ No ☐ Further Instructions ☐

**APPROVAL FOR SUBMITTAL:** \_\_\_\_\_  
City Manager

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Rev 3/1/99CClerk

# **City of Scottsbluff, Nebraska**

**Monday, April 1, 2019**

**Regular Meeting**

## **Item Reports3**

**Council to consider approval of a License Agreement with the Scottsbluff Public School District for locating a tornado siren near Westmoor School.**

**Staff Contact: Tim Newman, Emergency Management Director**

# Agenda Statement

Item No.

For meeting of: 4/1/19

**AGENDA TITLE:** Council to consider approval of a License Agreement with the Scottsbluff Public School District for locating a tornado siren near Westmoor School.

**SUBMITTED BY DEPARTMENT/ORGANIZATION:** Emergency Management

**PRESENTATION BY:** Tim Newman, Director

**SUMMARY EXPLANATION:** Prior to getting quotes for a new siren to replace the old Federal Signal Thunderbolt siren currently located in an alley between Avenues "O" and "P" on West 16<sup>th</sup> Street, recommending to place the new siren at the corner of the Westmoor School property at West 16<sup>th</sup> near the alley between Avenues "M" and "N".

**BOARD/COMMISSION RECOMMENDATION:**

**STAFF RECOMMENDATION:** Recommend approval of the License Agreement and have the Mayor sign the Agreement.

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## EXHIBITS

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

Other (specify) License Agreement

**NOTIFICATION LIST:** Yes ☐ No ☐ Further Instructions ☐

**APPROVAL FOR SUBMITTAL:** \_\_\_\_\_  
City Manager

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Rev 3/1/99CClerk



## **LICENSE AGREEMENT**

This License Agreement ("Agreement") is entered into on this \_\_\_\_ day of \_\_\_\_\_, 2019, by and between the Scotts Bluff County School District No. 79-0032 commonly known as Scottsbluff Public Schools ("Licensor") and the City of Scottsbluff, Nebraska, a municipal corporation ("Licensee").

In consideration of the mutual promises contained in this Agreement, the parties agree as follows:

### **1. Grant of License:**

Licensor now grants a license to Licensee to occupy, subject to all of the terms and conditions of this Agreement, the following described property:

The Southwest corner of Block One, Westmoor School Addition,  
an addition to the City of Scottsbluff, Scotts Bluff County, Nebraska.  
("Licensed Property")

### **2. Limitation to Described Purpose:**

The Licensed Property is part of a school site for Westmoor Elementary School with an address of 1722 Avenue K, Scottsbluff, Nebraska and is owned by the Licensor. Licensee agrees to use the Licensed Property solely for the wiring and placement of an outdoor warning siren on a single 55 foot Class II wooden pole in the southwest corner of the Licensed Property ("licensee use"). Licensor grants the Licensee the right to use the Licensed Property for such licensee uses so long as Licensee does not obstruct or impede Licensor's use of the Licensed Property.

### **3. Termination:**

Licensor may terminate this Agreement at any time by giving written notice to the Licensee, specifying the date of termination. Such notice shall be given not less than 120 days prior to the date specified in such notice as the date of termination. Upon termination of this Agreement, Licensee agrees to remove any and all of its improvements at its own expense and to repair and replace the License Property as close to its original condition as possible.

**4. Use at Licensee's Risk:**

The Licensee understands and agrees that the use of the Licensed Property for the purpose set forth in this Agreement is at its own risk and it will insure against all loss or damage.

**5. Agreement to Indemnify:**

Licensee shall indemnify and hold Licensors harmless from and against any and all loss or damage that shall be caused by the licensee use or by any wrongful or negligent act or omission of Licensee, its agents or employees. Licensee agrees to maintain the area around the licensee use as well as any and all improvements placed thereon and to repair any damage to the Licensed Property. The Licensee's agrees to use the License Property in a reasonable manner and in such a way that it will not interfere with Licensors' use of the License Property or become a nuisance.

**6. Notices:**

Any notice provided for or concerning this Agreement shall be in writing and shall be sufficiently given when sent by United States First Class Postal Service Delivery to the addresses of the parties as listed below:

**Licensors:**

Scottsbluff Public Schools  
1722 First Avenue  
Scottsbluff, NE 69361  
ATTN: Superintendent

**Licensee:**

City of Scottsbluff  
2525 Circle Drive  
Scottsbluff, NE 69361  
ATTN: City Clerk

**7. Assignment of Rights:**


The rights of each party under this Agreement are personal to that party and may not be assigned or transferred to any other person, firm, corporation, or other entity. The right to occupy the Licensed Property may be terminated by the Licensors upon giving the required notice to Licensee.

**[SIGNATURE PAGE WILL FOLLOW]**



SCOTTS BLUFF COUNTY SCHOOL  
DISTRICT NO. 79-0032

CITY OF SCOTTBLUFF, NEBRASKA

By   
Robert Kinsey  
President of School Board

By \_\_\_\_\_  
Raymond Gonzales  
Mayor

ATTEST:

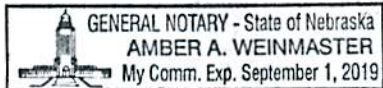
  
Secretary

ATTEST:

\_\_\_\_\_  
City Clerk

STATE OF NEBRASKA, SCOTTS BLUFF COUNTY:

The above and foregoing License Agreement was acknowledged before me on March 20, 2019, 2019 by Robert Kinsey, President of the School Board of Scotts Bluff County School District No. 79-0032 for and on behalf of the District, Licensor.



  
Notary Public

STATE OF NEBRASA, SCOTTS BLUFF COUNTY:

The above and foregoing License Agreement was acknowledged before me on \_\_\_\_\_, 2019, by Raymond Gonzales, Mayor of The City of Scottsbluff, a Nebraska Municipal Corporation, on behalf of the Corporation, Licensee.

\_\_\_\_\_  
Notary Public

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

The board of directors of the American Public Service Company, a corporation organized under the laws of the State of New York, do hereby certify that the foregoing is a true and correct copy of the minutes of the meeting of the board of directors of the American Public Service Company, held on the \_\_\_\_\_ day of \_\_\_\_\_, 2019.

AMERICAN PUBLIC SERVICE  
GENERAL MANAGER - STATE OF NEW YORK  
ANDREW A. WEINSTEIN  
2019, 1000 E. 9th Street, Suite 1000  
New York, NY 10003

The board of directors of the American Public Service Company, a corporation organized under the laws of the State of New York, do hereby certify that the foregoing is a true and correct copy of the minutes of the meeting of the board of directors of the American Public Service Company, held on the \_\_\_\_\_ day of \_\_\_\_\_, 2019.

\_\_\_\_\_

\_\_\_\_\_

# **City of Scottsbluff, Nebraska**

**Monday, April 1, 2019**

**Regular Meeting**

## **Item Reports4**

**Council to conduct the City Manager's annual evaluation.**

**Staff Contact: City Council**

# City Manager Performance Evaluation

City of \_\_\_\_\_

Evaluation period: \_\_\_\_\_ to \_\_\_\_\_

Governing Body Member's Name

Each member of the governing body should complete this evaluation form, sign it in the space below, and return it to \_\_\_\_\_. The deadline for submitting this performance evaluation is \_\_\_\_\_. Evaluations will be summarized and included on the agenda for discussion at the work session on \_\_\_\_\_.

Mayor's Signature

Date \_\_\_\_\_

Governing Body Member's Signature

Date Submitted

## INSTRUCTIONS

This evaluation form contains ten categories of evaluation criteria. Each category contains a statement to describe a behavior standard in that category. For each statement, use the following scale to indicate your rating of the city manager's performance.

**5 = Excellent** (almost always exceeds the performance standard)

**4 = Above average** (generally exceeds the performance standard)

**3 = Average** (generally meets the performance standard)

**2 = Below average** (usually does not meet the performance standard)

**1 = Poor** (rarely meets the performance standard)

Any item left blank will be interpreted as a score of "3 = Average"

This evaluation form also contains a provision for entering narrative comments, including an opportunity to enter responses to specific questions and an opportunity to list any comments you believe appropriate and pertinent to the rating period. Please write legibly.

Leave all pages of this evaluation form attached. Initial each page. Sign and date the cover page. On the date space of the cover page, enter the date the evaluation form was submitted. All evaluations presented prior to the deadline identified on the cover page will be summarized into a performance evaluation to be presented by the governing body to the city manager as part of the agenda for the meeting indicated on the cover page.

## PERFORMANCE CATEGORY SCORING

### 1. INDIVIDUAL CHARACTERISTICS

\_\_\_\_\_ Diligent and thorough in the discharge of duties, "self-starter"

\_\_\_\_\_ Exercises good judgment

\_\_\_\_\_ Displays enthusiasm, cooperation, and will to adapt

\_\_\_\_\_ Mental and physical stamina appropriate for the position

\_\_\_\_\_ Exhibits composure, appearance and attitude appropriate for executive position

Add the values from above and enter the subtotal \_\_\_\_\_ ÷ 5 = \_\_\_\_\_ score for this category

Page 2 of 7    Initials \_\_\_\_\_

## 2. PROFESSIONAL SKILLS AND STATUS

- \_\_\_\_\_ Maintains knowledge of current developments affecting the practice of local government management
- \_\_\_\_\_ Demonstrates a capacity for innovation and creativity
- \_\_\_\_\_ Anticipates and analyzes problems to develop effective approaches for solving them
- \_\_\_\_\_ Willing to try new ideas proposed by governing body members and/or staff
- \_\_\_\_\_ Sets a professional example by handling affairs of the public office in a fair and impartial manner

Add the values from above and enter the subtotal \_\_\_\_\_  $\div 5 =$  \_\_\_\_\_ score for this category

## 3. RELATIONS WITH ELECTED MEMBERS OF THE GOVERNING BODY

- \_\_\_\_\_ Carries out directives of the body as a whole as opposed to those of any one member or minority group
- \_\_\_\_\_ Sets meeting agendas that reflect the guidance of the governing body and avoids unnecessary involvement in administrative actions
- \_\_\_\_\_ Disseminates complete and accurate information equally to all members in a timely manner
- \_\_\_\_\_ Assists by facilitating decision making without usurping authority
- \_\_\_\_\_ Responds well to requests, advice, and constructive criticism

Add the values from above and enter the subtotal \_\_\_\_\_  $\div 5 =$  \_\_\_\_\_ score for this category

## 4. POLICY EXECUTION

- \_\_\_\_\_ Implements governing body actions in accordance with the intent of council
- \_\_\_\_\_ Supports the actions of the governing body after a decision has been reached, both inside and outside the organization
- \_\_\_\_\_ Understands, supports, and enforces local government's laws, policies, and ordinances
- \_\_\_\_\_ Reviews ordinance and policy procedures periodically to suggest improvements to their effectiveness
- \_\_\_\_\_ Offers workable alternatives to the governing body for changes in law or policy when an existing policy or ordinance is no longer practical

Add the values from above and enter the subtotal \_\_\_\_\_  $\div 5 =$  \_\_\_\_\_ score for this category

Page 3 of 7    Initials \_\_\_\_\_

## 5. REPORTING

- \_\_\_\_\_ Provides regular information and reports to the governing body concerning matters of importance to the local government, using the city charter as guide
- \_\_\_\_\_ Responds in a timely manner to requests from the governing body for special reports
- \_\_\_\_\_ Takes the initiative to provide information, advice, and recommendations to the governing body on matters that are non-routine and not administrative in nature
- \_\_\_\_\_ Reports produced by the manager are accurate, comprehensive, concise and written to their intended audience
- \_\_\_\_\_ Produces and handles reports in a way to convey the message that affairs of the organization are open to public scrutiny

Add the values from above and enter the subtotal \_\_\_\_\_ ÷ 5 = \_\_\_\_\_ score for this category

## 6. CITIZEN RELATIONS

- \_\_\_\_\_ Responsive to requests from citizens
- \_\_\_\_\_ Demonstrates a dedication to service to the community and its citizens
- \_\_\_\_\_ Maintains a nonpartisan approach in dealing with the news media
- \_\_\_\_\_ Meets with and listens to members of the community to discuss their concerns and strives to understand their interests
- \_\_\_\_\_ Gives an appropriate effort to maintain citizen satisfaction with city services

Add the values from above and enter the subtotal \_\_\_\_\_ ÷ 5 = \_\_\_\_\_ score for this category

## 7. STAFFING

- \_\_\_\_\_ Recruits and retains competent personnel for staff positions
- \_\_\_\_\_ Applies an appropriate level of supervision to improve any areas of substandard performance
- \_\_\_\_\_ Stays accurately informed and appropriately concerned about employee relations
- \_\_\_\_\_ Professionally manages the compensation and benefits plan
- \_\_\_\_\_ Promotes training and development opportunities for employees at all levels of the organization

Add the values from above and enter the subtotal \_\_\_\_\_ ÷ 5 = \_\_\_\_\_ score for this category

Page 4 of 7    Initials \_\_\_\_\_

## 8. SUPERVISION

- \_\_\_\_\_ Encourages heads of departments to make decisions within their jurisdictions with minimal city manager involvement, yet maintains general control of operations by providing the right amount of communication to the staff
- \_\_\_\_\_ Instills confidence and promotes initiative in subordinates through supportive rather than restrictive controls for their programs while still monitoring operations at the department level
- \_\_\_\_\_ Develops and maintains a friendly and informal relationship with the staff and work force in general, yet maintains the professional dignity of the city manager's office
- \_\_\_\_\_ Sustains or improves staff performance by evaluating the performance of staff members at least annually, setting goals and objectives for them, periodically assessing their progress, and providing appropriate feedback
- \_\_\_\_\_ Encourages teamwork, innovation, and effective problem-solving among the staff members

Add the values from above and enter the subtotal \_\_\_\_\_  $\div 5 =$  \_\_\_\_\_ score for this category

## 9. FISCAL MANAGEMENT

- \_\_\_\_\_ Prepares a balanced budget to provide services at a level directed by council
- \_\_\_\_\_ Makes the best possible use of available funds, conscious of the need to operate the local government efficiently and effectively
- \_\_\_\_\_ Prepares a budget and budgetary recommendations in an intelligent and accessible format
- \_\_\_\_\_ Ensures actions and decisions reflect an appropriate level of responsibility for financial planning and accountability
- \_\_\_\_\_ Appropriately monitors and manages fiscal activities of the organization

Add the values from above and enter the subtotal \_\_\_\_\_  $\div 5 =$  \_\_\_\_\_ score for this category

Page 5 of 7    Initials \_\_\_\_\_



## 10. COMMUNITY

- \_\_\_\_\_ Shares responsibility for addressing the difficult issues facing the city
- \_\_\_\_\_ Avoids unnecessary controversy
- \_\_\_\_\_ Cooperates with neighboring communities and the county
- \_\_\_\_\_ Helps the council address future needs and develop adequate plans to address long term trends
- \_\_\_\_\_ Cooperates with other regional, state and federal government agencies

Add the values from above and enter the subtotal \_\_\_\_\_  $\div 5 =$  \_\_\_\_\_ score for this category

## NARRATIVE EVALUATION

What would you identify as the manager's strength(s), expressed in terms of the principle results achieved during the rating period? \_\_\_\_\_

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What performance area(s) would you identify as most critical for improvement? \_\_\_\_\_

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What constructive suggestions or assistance can you offer the manager to enhance performance? \_\_\_\_\_

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What other comments do you have for the manager; e.g., priorities, expectations, goals or objectives for the new rating period? \_\_\_\_\_

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May 7, 2018

RE: City Manager Goals - May 2018 to May 2019

**Organizational Goals**

- Financial
  - Maintain a balanced budget
  - Analyze and develop creative funding mechanisms to complete projects
  - Analyze and develop procurement policies (i.e. Equipment Depo/Central Yard, purchasing procedures, etc.)
- Economic Development
  - Incorporate Economic Development Funds into viable projects in the City and Region
  - Continually expand Business Retention & Expansion Program
  - Implement 5 year annexation plan
  - Develop and implement blight study(ies) when possible to incentivize development
  - Market Opportunity Zone in Southeast section of the City to incentivize development
- Infrastructure
  - Complete construction at/or under budget for 42<sup>nd</sup> Street
  - Complete phase II of the Platte Alliance Water Supply (PAWS) study
  - Develop action plan to re-approach LB357 for the additional half-cent sales tax
    - Develop list of project(s) to be completed
  - Develop and implement long term Capital Improvement Plan (CIP)
    - Solid Waste Transfer Station
  - Develop and construct 5 mega-watt (MW) Solar Project
  - Develop solid waste disposal option for the City
  - Partner with the 23 Club to revitalize project
- Public Safety
  - Strengthen relationship with Police & Fire Unions
  - Implement Lieutenant position in Fire Department
  - Complete CAD/RMS transfer to Zuercher
  - Hire Fire Chief
  - Analyze and develop plan to bring the City's ISO rating to a 2, currently at a 3
  - Develop and implement a regional public safety training facility
- Business Corridors
  - Establish funding mechanism(s) to move the Downtown Plaza project forward
  - Complete Downtown Bulb-outs including necessary landscaping and irrigation



- Establish outreach program in all business corridors
  - Establish funding mechanism to move East Overland revitalization forward
- City Operations
  - Streamline operations when available
  - Increase communication amongst Departments
  - Increase customer service
  - Succession Planning
  - Enhance morale throughout the organization
    - Regularly visit departments
- Community Relations
  - Participate in Community Events/Activities
  - Community Outreach

### **Professional Goals**

- Obtain International City/County Management Association (ICMA) Credentialed Manager (CM) designation (ICMA-CM)
- Continually develop knowledge, skills and abilities to effectively manage the City
  - As identified in the annual evaluation of average scores of 3.5/5, focus on continually developing:
    - Relations with Elected Members of the Governing Body
    - Policy Execution
    - Reporting
    - Staffing
  - Identify, attend and report back to the Governing Body on what I am doing to improve in all areas

of Trust. The applicant is also offering the guaranty of Walther Farms, LLC which holds a net worth significantly greater than the amount owed to the City and exceeds the value of the Morrill County Real Estate. Council Member Shaver was concerned that we are taking what we have as a physical object and putting the guaranty of an LLC that can liquidate at any time in charge of it. City Attorney Hadenfeldt assured Council Member Shaver that this is a very large operation with several investors involved, as well as commitments from financial institutions that would not allow it to happen. It was put into motion by Council Member Gonzales, seconded by Council Member McCarthy “to approve a request from Walther Investments, LLC, to subordinate or release the Deed of Trust as collateral in exchange for Guaranty of Walther Farms, LLC.” “YEAS,” McCarthy, Gonzales, Colwell, and Meininger. “NAYS,” Shaver.

City Manager Johnson addressed the Council about an Economic Development agreement extension request from Flyover Brewery. Their construction is behind schedule due to a collapse of the building’s roof. Mayor Meininger made a motion, seconded by Council Member Colwell “to approve an LB840 Economic Development agreement Extension Request from Flyover Brewery.” “YEAS,” McCarthy, Gonzales, Colwell, Meininger, and Shaver. “NAYS,” None.

City Manager Johnson introduced Michael Moravec, representing Bluffs Physical Therapy, LLC. Mr. Moreavec applied for Economic Development assistance which includes a \$20,000.00 grant and \$30,000.00 loan. Council Member Shaver asked why this agreement includes both a grant and a loan. Mr. Moravec explained that due to the fact that he is developing jobs for the community he will recoup tax dollars for the City. Council Member Shaver then asked if the loan will be paid off using job credits; why have the grant? Mr. Johnson said they were being creative how to approach due to other financial obligations Mr. Moravec has and by giving him a cushion with a grant he will be able to pay off job credits and create jobs sooner than later. Shaver expressed that he would like to see this paid back with job credits, rather than using a grant. Johnson explained both are tied to job creation, which is the goal of LB840. Council Member Gonzales made a motion, seconded by Council Member Colwell “to approve the Bluffs Physical Therapy LB840 Economic Development Application.” “YEAS,” Gonzales, Colwell, Meininger, Shaver, and McCarthy. “NAYS,” None.

Mr. Johnson went over the goals and salary comparisons he was asked to bring to the meeting. There was discussion regarding years of service and performance of other City Managers. It was the consensus of Council that Mr. Johnson’s salary be increased. It was put into motion by Council Member Colwell “to increase Mr. Johnson’s salary to \$115,000.00 per year.” The motion died for lack of second. Mr. Johnson was asked to bring his contract to the next meeting in order to finalize his salary negotiations.

Under public comments Council Member McCarthy wanted to recognize all graduates for their hard work and accomplishments.

Under Council reports Council Member Shaver reported for Youth Council commenting that the school is on hold due to upcoming graduation and seniors getting ready to be done with school.

Moved by Council Member Shaver and seconded by Council Member Colwell “to adjourn the meeting at 7:30 p.m.” “YEAS,” Meininger, Shaver, McCarthy, Gonzales, and Colwell. “NAYS,” None.

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Mayor

Attest:

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Deputy City Clerk

Ms. Lehl, also introduced John Schlothauer and Doug Koob from JADS Trucking. Their request consists of a \$50,000.00 grant based on job creation and \$125,000.00 loan. Council Member Shaver asked what the difference was between grant and loan. Mr. Johnson said they are the same, however in this case the word grant was chosen because there are only so many job credits that can be paid back on the loan; they wanted to split it out. Mr. Schlothauer, President of JADS Trucking, explained that they are a Fed Ex independent contractor based out of Scottsbluff and they have just recently acquired five more routes. He stated JADS trucking would be adding five fulltime employees, one part time employee and they have seen a fifteen to eighteen percent increase every year in freight. Council Member Gonzales made the motion, seconded by Council Member Colwell "to approve an Economic Development Application for JADS Trucking," "YEAS," McCarthy, Gonzales, Colwell, and Meininger. "NAYS," Shaver. Absent: None.

Mr. Johnson explained that Bronsen Schliep is removing himself as a partner from Webb Orthodontics and has requested we remove the Guaranty given as collateral for the Webb Orthodontic note. This becomes effective only when Mr. Schliep removes himself as a partner from the entity. Council Member Shaver made the motion, seconded by Council Member McCarthy "to approve the release of Bronsen Schliep from the Guaranty given as collateral for the Webb Orthodontic Note owed to the City," "YEAS," McCarthy, Gonzales, Colwell, Meininger, and Shaver. "NAYS," None. Absent: None.

Mr. Johnson stated that on March 21st there was a Revenue Committee meeting to discuss financials for the current year and projections for the upcoming year. The items looked at were sales tax receipts and NPPD lease payments. After a lengthy discussion by the committee, it was determined for the current fiscal year (2018) to keep the revenues on the sales tax receipts and NPPD least payments at zero percent. Mr. Johnson added he is confident that sales tax receipts will increase, with dollars being spent at different establishments. Mr. Johnson also asked for an endorsement from the Council of the Revenue Committee's recommendation for fiscal years 2018 /2019 of zero percent change for sales tax receipts and NPPD lease payments.

Council Member Shaver expressed concern that sales tax revenues will be down. Council Member Gonzales asked when we would get the next sales tax numbers; Mr. Johnson stated we should have those numbers within the next three to four weeks, which would be after the budget workshop. The majority of the Council agreed, concerning the budget workshop, to go with the recommendation of the committee at zero percent for both sales tax revenue and NPPD lease payments. They did suggest, however, that City Manager Johnson come up with a contingency plan in case revenues come in at a negative compared to the budgeted amount of zero percent.

Mayor Meininger asked the Council to offer their recommendations regarding City Manager Johnson's contract. Council Member Shaver stated that he does not like having the City Manager compared to the other employees as far as the wording in his contract goes. He feels Mr. Johnson is a specialized employee and that he should be separate from the other employees, regarding COLA, because Council sets his wage. Council Member Colwell was concerned if there was latitude in the contract that says a raise is not automatic and would be based on performance and not on years of service. City Attorney Hadenfeldt explained that the provisions of Mr. Johnson's contract are in line with what other cities are giving their managers and that Council sets the salary, but he is still entitled to COLA raises. Mayor Meininger made a motion, seconded by Council Member Shaver "to approve City Manager Johnson's contract, " "YEAS," Gonzales, Colwell, Meininger, Shaver and McCarthy. "NAYS," None. Absent: None.

Mayor Meininger made a motion at 6:55 p.m., seconded by Council Member McCarthy "that the Council will go into closed session for the purpose of protection of the public interest for the intent of a strategy session regarding the potential real estate purchase of a landfill site and options," "YEAS," Colwell, Meininger, Shaver, McCarthy, and Gonzales. "NAYS," None. Absent: None.

Mayor Meininger announced "that the City Council is adjourning to closed session at 6:55 p.m. for the purpose of protection of the public interest for the intent of a strategy session regarding the potential real estate purchase of a landfill site and options."

## EMPLOYMENT AGREEMENT

THIS EMPLOYMENT AGREEMENT ("Agreement") made and entered on this 21<sup>ST</sup> day of May, 2018, by and between the City of Scottsbluff, Nebraska, a political subdivision of the State of Nebraska, hereinafter referred to as "City" and Nathan Johnson, hereinafter referred to as "Johnson".

The City employs Johnson as its City Manager. This Agreement sets forth the terms and conditions of his employment with the City.

1. Duties:

The City Agrees to employ Johnson as City Manager of the City to perform the functions and duties specified in Sections 6-2-35 through 6-2-39 of the Scottsbluff Municipal Code and to perform such other legally permissible and proper duties and functions as the Mayor and City Council shall, from time to time, assign. Johnson agrees to discharge the duties of City Manager in a professional and reasonable manner and in accordance with the Scottsbluff Municipal Code and Nebraska State Statute, as, from time to time, they may be amended.

2. Term.

A. Johnson shall serve at the pleasure of the Mayor and City Council and nothing in this Agreement shall prevent, limit or otherwise interfere with the right of the Mayor and City Council to terminate this Agreement at any time, with or without cause, subject only to the applicable provisions set forth in paragraph 3. of this Agreement.

B. Nothing in this Agreement shall prevent, limit, or otherwise interfere with the right of Johnson to resign at any time from his position with the City subject only to the provisions set forth in paragraph 3. of this Agreement.

C. Johnson agrees to remain in the exclusive employ of the City until termination or resignation as provided in paragraph 3. of this Agreement. Johnson shall not use any confidential information obtained through his position as City Manager for personal gain. Both parties acknowledge that exclusive employment shall mean that Johnson shall not accept any outside employment from any source whatsoever without first obtaining written approval from the City. Outside employment shall not be construed to include occasional teaching, writing or consulting performed on Johnson's time off. It is further understood that any activity of this nature outside of the workplace cannot represent a conflict of interest.

D. Johnson's job performance will be evaluated on an annual basis.

3. Termination.

A. The Mayor, with the approval of City Council, shall have the right at any time during the term of this Agreement to terminate Johnson for just cause. "Just Cause" is defined as:



(i) a conviction for a felony or any misdemeanor involving moral turpitude, (ii) breach of this Agreement, (iii) commission of any dischargeable offense as defined in the personnel rules for the City, (iv) neglect of duty, (v) unprofessional conduct, (vi) insubordination, (vii) physical or mental incapacity, or (viii) any other conduct which substantially interferes with the continued performance of duties.

B. If Johnson tenders his resignation, he agrees to give sixty (60) days advance written notice.

C. The parties acknowledge that the Ordinances of the City provide that the City Manager shall be appointed by the Mayor with the approval of the majority of the City Council, and may be removed at any time by the Mayor with the approval of the majority of the City Council. It is, therefore, not possible for the City to offer Johnson any guaranty of continued employment. To induce Johnson to continue to serve in the position of City Manager, it is in the best interests of the City to provide a severance package in the event Johnson's employment by the City is terminated. All sums payable to Johnson pursuant to this Agreement are compensation for services rendered before payment is made or agreed to be made. The City agrees to pay Johnson on the City's regular pay days, six months severance in the case of termination for other than Just Cause, resignation or change from a council-manager form of government. This severance shall include City-paid family health, dental, retirement, life and long-term disability (if applicable) for the duration of the severance. Severance shall be reduced as follows:

(i) Ceases in the event Johnson commences employment in another comparable position.

(ii) If a lesser paying position commences during the severance period then severance will continue as the difference between his City regular gross pay minus the regular gross pay of his new position multiplied by the reduction factors set forth below:

- (a) The first seven bi-weekly payments shall be at 100% of the regular gross pay.
- (b) Payments eight and nine shall be at 80% of the regular gross pay.
- (c) Payments ten and eleven shall be at 60% of the regular gross pay.
- (d) Payments twelve and thirteen shall be at 40% of the regular gross pay.

(iii) Johnson shall use his best efforts to secure comparable employment as quickly as possible following separation from the City. In addition, during the severance period, Johnson will provide his current address and telephone number information, a report on his efforts to find employment every two weeks, and will be available for assistance to the City as needed. Johnson will also cooperate as needed with the City's legal counsel on the prosecution of or defense of lawsuits where the testimony of Johnson is necessary.



4. Compensation.

A. The salary will be One Hundred Fifteen Thousand Dollars (\$115,000.00) annually. Said compensation shall be paid in installments at the same time as other employees of the City are paid.

B. The City agrees it will review Johnson's compensation and other benefits and adjust the same in such amount and to such an extent as the City may determine for its other employees. Any annual review of Johnson's compensation shall be made at the same time, but not necessarily to the same extent, as similar consideration is given to other employees of the City generally. Provided, an increase of compensation to other City employees based on COLA, will also be given to Johnson, at a minimum. Any increase to Johnson will be effective on the date determined by the City. Johnson will be considered an exempt employee for overtime pay.

5. Automobile.

In addition to the compensation, Johnson shall receive \$250.00 per month as a monthly reimbursement allowance for the use of his personal automobile while in the performance of his duties. Johnson shall bear all maintenance, insurance, and other expenses in connection with the operation of his automobile.

6. Telephone.

The City shall pay Johnson a \$30.00 per month telephone allowance in lieu of providing Johnson with a cellular telephone for City business.

7. Professional Development.

The City agrees to support Johnson in becoming involved in regional and national activities. The City agrees to pay the annual dues and pre-approved conference expenses to the following organizations: the Government Finance Officers Association, the International City Managers Association, the Nebraska City Managers Association, the League of Nebraska Municipalities, Rotary Club, the Scottsbluff/Gering Chamber of Commerce and Next Young Professionals.

8. Expenses and Bond.

The City shall reimburse Johnson for payment of City business expenses while conducting official City business as long as not in conflict with established rules and regulations of the Nebraska Accountability Commission or other provisions of this Agreement. The City also agrees to pay for any fidelity or other bond required as City Council may approve.

9. Employment Benefits.

The City agrees to provide such employment benefits to Johnson as it provides to other City employees, including health insurance, disability insurance and retirement.

Retirement: City shall contribute an amount equal to 12% of Johnson's salary as deferred compensation to Johnson's Union Bank & Trust account as part of the City's retirement plan. Johnson may make voluntary contributions to his Union Bank & Trust account to the extent City employees are allowed to make voluntary contributions to the City retirement plan pursuant to the City Personnel Manual, City Ordinance, Internal Revenue Codes and its applicable regulations. However, if Johnson makes any voluntary contributions to his Union Bank & Trust account, the City will not be required to make corresponding matching contributions as any such contribution of the City required by this Agreement will be limited to 12% of Johnson's salary. The City shall not be required to make any other contribution to Johnson's Union Bank & Trust account.

10. Other Terms and Conditions.

The Mayor and City Council shall fix any such other terms and conditions of employment as it may determine from time to time, relating to the performance of Johnson, provided such terms and conditions are not inconsistent with or in conflict with provisions of this Agreement or of applicable law. Except to the extent otherwise provided, the regulations and rules of the City relating to employment and employment benefits as they now exist or hereinafter may be amended shall apply to Johnson as they would to other employees of the City.

11. General Provisions.

A. This Agreement outlines the entire agreement between the parties.


B. This Agreement shall be binding upon the parties and shall inure to the benefit of the personal representative and heirs of Johnson.

C. This Agreement and all amendments, alterations, or additions shall be in writing, shall be approved by the Mayor and City Council and Johnson, shall be filed with the City Clerk, and an executed copy furnished to each of the parties.

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

E. If any of the provisions or any portion hereof, contained in this Agreement is held to be unconstitutional, invalid or unenforceable, the remainder of the Agreement or portion thereof, shall be deemed severable, and shall be affected and shall remain in full force and effect.

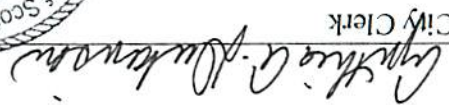
CITY OF SCOTTSBLUFF, NEBRASKA

By  Mayor

 Nathan Johnson



ATTEST:

 City Clerk