

City of Scottsbluff, Nebraska

Monday, June 3, 2019

Regular Meeting

Item Consent4

Council to acknowledge receipt of and take no action on a liability claim from Acerina Anaya. The claim will be withdrawn and forwarded to the City's insurance carrier.

Staff Contact: City Council

City of Scottsbluff
CITIZEN INCIDENT REPORT

All tort claims under the Political Subdivisions Tort Claims Act and sections 16-727, 16-728, 23-175, 39-809, and 79-610 shall be filed with the clerk, secretary, or other official whose duty it is to maintain the official records of the political subdivision, or the governing body of a political subdivision may provide that such claims may be filed with the duly constituted law department of such subdivision. It shall be the duty of the official with whom the claim is filed to present the claim to the governing body. All such claims shall be in writing and shall set forth the time and place of the occurrence giving rise to the claim and such other facts pertinent to the claim as are known to the claimant.

Date: 5.17.19

Date and location of Incident: 4.7.19 @ 1:00pm or so, Volunteer Softball Field.

Claimant Name: Acerina Anaya Phone: 308.641-1690

Address: 190538 CE G City: Scottsbluff State and Zip: NE 69361

City Department Contact: Kim Wright

Narrative of what happened: On 4/7-19 as I was driving out of the Volunteer Softball Field the gate on the passenger side of vehicle hit the car. I stopped afterward and saw what happened (damages to vehicle) Eva

Estimated amount of damages \$ 1878.68 (attach estimates)

Attachments: Photos: _____ Estimates: _____ Medical Bills: _____

Witnesses: — Contact Information: —

Citizen insurance information: Progressive Policy # 92210607

Reported by (city staff): _____

Received Date: 5/17/19 requested more information 5/20/19 kw

Signature of Claimant(s): Acerina Anaya

SUBMIT TO: KIM WRIGHT, CITY CLERK, CITY OF SCOTTSBLUFF
2525 CIRCLE DRIVE, SCOTTSBLUFF, NE 69361

Scottsbluff Body and Paint

1502 Circle Drive

Scottsbluff, NE 69361

(308) 632-0839, (308) 635-0574 Fax

REPAIR ORDER

RO# 38908

Est: Paqui Gonzales 308-641-0971

ACERINA ANAYA
190538 COUNTY ROAD G
SCOTTSBLUFF, NE 69361
Home: 308-641-1690
Work:
Cell: 308-641-1690

14 Chevrolet Cruze
Color: BLACK
Type: PC 4D Sed
VIN: 1G1PE5SB7E7340460
Prod Date: Plate: NE 21-R300
Odometer: 71581
Engine:

PROGRESSIVE
Adjustor:
Phone:
Claim #: 19-5622749-01
Deductible: 250
Loss Type: Property Damage

P = Who Pays? (I = Insurance, C = Customer)

Qty	Type	Description	Part #	Amount	Sup #	Labor	Op	Labor Units	Paint Units	P
1	Parts AM	Frt Bumper Cover				Body	R&I	1.4		I
		R Front Combination Lamp				Body	R&I			I
		R Fender Assy				Body	R&I	1.6		I
		W/Shield Glass	** A/M	352.55		Glass	Repl	2.4		I
		*** Keystone ARS 308-532-7474 ***								I
1	Parts New	W/Shield Adhesive	Urethane Kit	25.00		Body	Repl			I
		R Frt Rear View Mirror				Body	R&I	0.3		I
		R Roof Drip Moulding				Body	R&I	0.3		I
1	Parts New	R Quarter Panel Outside	New	25.00			Blnd		1.0	I
		R Quarter Protective Film				Body	Repl	0.2		I
		R Roof Rail					Refn		1.6	I
	Parts Existing	R Side Body Panel Assembly -S				Body	Rpr	10.0		I
		*** Repair W/S Pillar ***								I
		R Front Pillar Applique				Body	R&I	0.2		I
		R Rear Quarter Applique				Body	R&I	0.3		I
		R Rear Combination Lamp				Body	R&I			I
1	Haz	Rear Bumper Cover		5.00		Body	R&I	1.2		I
		Hazardous Waste Disposal					Addl			I
1		Clear Coat		5.00			Addl		0.5	I
1	Parts Other	Restore Corrosion Protection		142.60		Body	Addl	0.2		I
1	Pnt/Mat	Paint/Materials					Addl			I
								Labor	1,272.00	
								Parts	407.55	
								Additional Costs	147.60	
								SubTotal	1,827.15	
								Taxes	51.53	
								Grand Total	1,878.68	

Due from Insurance		Due from Customer	
SubTotal	1,577.15	SubTotal	250.00
Tax	51.53	Tax	0.00
	-----		-----
Total	1,628.68	Total	250.00
Total Amount		1,878.68	

REPAIR ORDER

#10 5/17/2019 12:42:22 PM RO# 38908

 Scottsbluff Body and Paint
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May 17, 2019

Acerina Anaya
190538 Co Rd G
Scottsbluff, NE 69361

RE: NIRMA file No : *2167
Our Client : Western Nebraska Community College
Claimant : Acerina Anaya
DOL : 4-7-19

Dear Ms. Anaya:

NRMA is the third-party administrator for Western Nebraska Community College and I have the adjuster who has been assigned to your claim.

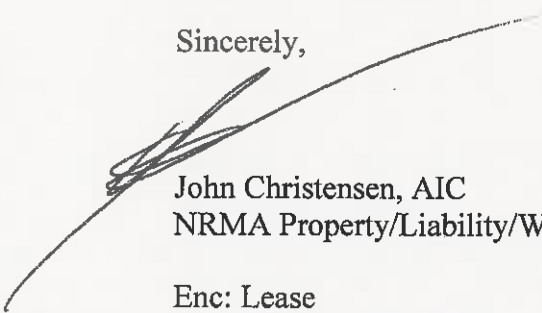
On 4-7-19 you reported your vehicle was damaged when a gate at the softball complex swung back and struck your car.

My investigation has revealed the City of Scottsbluff is responsible for maintaining the parking lot and roadway.

Due to my findings, I will be unable to recommend payment of your claim. I would suggest you contact the City Clerk for the City of Scottsbluff and file a tort claim.

If you have any questions I can be reached at (402) 742-9220.

Sincerely,



John Christensen, AIC
NRMA Property/Liability/Work Comp Claims Adjuster

Enc: Lease

Cc: Kimberley Wright, City Clerk of Scottsbluff
Michelle Coolidge, Western Nebraska Community College
File

**NEBRASKA RISK
MANAGEMENT
ASSOCIATION, INC.**

8040 EIGER DRIVE

P.O. BOX 80498

LINCOLN, NE 68501-0498

402.742.9220 • 800.424.7076 • 402.742.9230 FAX

Larry - please see page 2
- Bill

**CONTRACT
(Volunteer Field)**

THIS CONTRACT is entered into by and between the City of Scottsbluff, Nebraska, a municipal corporation (hereinafter referred to as "CITY"); and Western Community College Area, a political subdivision of the State of Nebraska, which owns and operates Western Nebraska Community College, (hereinafter referred to as "WNCC").

WHEREAS, the CITY is the owner of certain real estate situated in the Southwest Quarter of the Northeast Quarter of Section 22, Township 22 North, Range 55 West of the 6th P.M., Scotts Bluff County, Nebraska, which real estate is situated north of existing "Cleveland Field" and which real estate consists of improvements, herein referred to as "Volunteer Field" and parking area adjacent to and west of improvement of Volunteer Field, and

WHEREAS the CITY, WNCC and volunteers have developed the Volunteer Field which is used as a softball field for athletic events held by WNCC, and

WHEREAS, WNCC is interested in leasing Volunteer Field and obtaining the non-exclusive right to use parking lot to the west of Volunteer Field, along with right of ingress and egress from 20th Street, using existing road which lies to the west of Cleveland grandstands and north of Cleveland Field, hereinafter referred to as "leased area".

NOW, THEREFORE, IT IS AGREED BY AND BETWEEN THE PARTIES AS FOLLOWS:

1. Commencing on August 1, 2008, and continuing for a period of twenty (20) years, CITY does hereby lease to WNCC, and WNCC does hereby lease from CITY the improvements known as Volunteer Field located north of existing Cleveland Field as described above with the right to use existing parking area located to the west of Volunteer Field, along with the right of ingress and egress from 20th Street on existing roadway located to the west and to the north of existing Cleveland Field to be referred to as "leased area". A copy of map showing the approximate location of "leased area" is attached hereto, marked "EXHIBIT A" and by this reference made a part of this agreement.
2. In consideration for the use of said leased area, WNCC shall pay to CITY the sum of \$1,500.00 on August 1, 2008, and a like amount of \$1,500.00 on August 1st of each year thereafter. CITY shall invoice WNCC on a yearly basis for said rental payment, which payment shall be the rental payment for the period of August 1st through July 31st. The payment received on August 1, 2008, shall be the rental fee for the period August 1, 2008 through July 31, 2009, etc. This lease shall be for a period of twenty (20) years commencing on August 1, 2008.
3. **Renewal.** This agreement shall automatically renew for an additional twenty (20) year period under the same terms and conditions, unless terminated by WNCC.
4. **Use of Leased Premises.** WNCC agrees with CITY that it shall use the leased area solely for the purpose of conducting softball events and practices for softball events

on said property. WNCC shall, at its sole expense, maintain the Volunteer Field and improvements and will keep said leased area in a generally neat and clean condition. WNCC will maintain in good repair the improvements on said leased area. CITY shall maintain parking lot and roadway.

5. Utilities. CITY agrees that it shall deliver to the leased area and maintain existing water services. CITY may install a meter on said water services and may bill WNCC for water usage at Volunteer Field.

6. Use by WNCC. WNCC shall have the exclusive right to use Volunteer Field, but will use its best efforts to make said facility available to other groups with prior consent of the CITY, under such terms and conditions as may be necessary to protect and maintain said Volunteer Field. WNCC will use its best efforts to accommodate other groups that may wish to use said Volunteer Field when it is not in use by WNCC.

7. Right to Make Improvements. WNCC may make additional improvements to Volunteer Field subject to prior approval by the City Manager for the City of Scottsbluff.

8. Maintenance of Volunteer Field. WNCC will be responsible for normal field maintenance. WNCC may use the CITY's field grooming equipment for the softball season if convenient to the CITY. All operational expenses incurred in the use of said equipment, including but not limited to fuel and oil, shall be provided by WNCC. WNCC will return the equipment to CITY at the end of its softball season in as good as condition as it was in the beginning of the season, reasonable wear and tear excepted. WNCC shall be responsible for mowing, watering, fertilizing, and general ground care.

9. Admissions and Concession Sales. WNCC may, at its option, sell admissions to its sporting events at Volunteer Field and may sell concessions. WNCC may also advertise said events, including the right to sell advertising space on the improvements of Volunteer Field and fences surrounding Volunteer Field.

10. Trash Receptacles and Removal of Trash. CITY will provide trash receptacles capable of handling litter associated with the normal use of the field and will provide the removal and dumping of said trash receptacles.

11. Right to Terminate by WNCC. At the present time WNCC is a member of the NJCAA (National Junior College Athletic Association) and conducts a softball program which utilizes Volunteer Field as its home field. If, as a result of Legislative action, WNCC can no longer conduct a softball program or if WNCC elects to discontinue its softball program, WNCC shall have the right to terminate said lease upon providing written notice, delivered or mailed by certified mail to the CITY, so advising the CITY of the termination of this lease, at which time title to all permanent improvements shall immediately transfer to CITY. WNCC shall immediately thereafter vacate the premises and will no longer be responsible for rent payments as hereinafter set forth.

12. Insurance. WNCC shall insure said improvements and will have in place liability insurance concerning said Volunteer Field and leased area.

13. Right to Terminate by CITY. If the rent or any part thereof shall be unpaid for thirty (30) days after becoming due, whether formally demanded or not, or any covenant on the part of WNCC shall not be performed after thirty (30) days prior written notification of breach of such covenant, CITY shall have the right to terminate this agreement.

CITY OF SCOTTSBLUFF, NEBRASKA
A Municipal Corporation

Dated: 3/19/09

By: [Signature]
Its Mayor

Attested to:

[Signature]
City Clerk



WESTERN COMMUNITY COLLEGE AREA,
A Political Subdivision of the State of Nebraska,
Which Owns and Operates WESTERN
NEBRASKA COMMUNITY COLLEGE

Dated: April 15, 2009

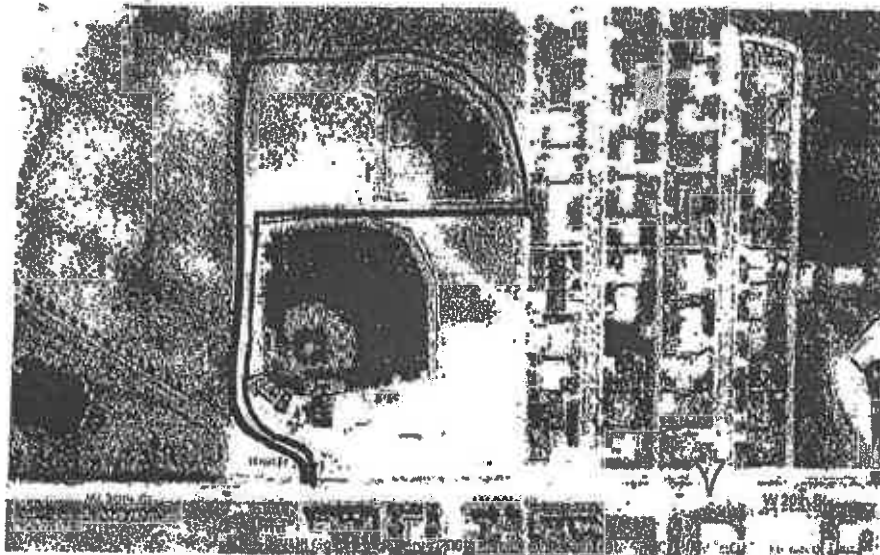
By: [Signature]
Jane Wisniewski, Chairman of the Board of
Governors

Attested to:

[Signature]
Board Secretary

Google

Address 2201 Avenue N
Scottsbluff, NE 69361



Leased Area

Exhibit A

