

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

**Regular Meeting**  
**December 7, 2020**  
**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. Scottsbluff Youth Council
  - a) Informational Only:
8. Minutes
  - a) Council to approve the minutes of the November 16, 2020 Regular Meeting.
  - b) Council to approve the minutes of the November 18, 2020 Special Meeting.
  - c) Council to approve the minutes of the November 19, 2020 Special Meeting.
  - d) Council to approve the minutes of the November 30, 2020 Special Meeting.
  - e) Council to approve the minutes of the November 30, 2020 Regular Meeting.
  - f) Council to approve the minutes of the December 1, 2020 Special Meeting.
  - g) Council to approve the minutes of the December 2, 2020 Special Meeting.
  - h) Council to approve the minutes of the December 4, 2020 Special Meeting.
9. Recognition of Out Going Council Members:
  - a) Council to recognize Raymond Gonzales and Scott Shaver for their years of service to the Scottsbluff City Council.
10. Announcement of New Council Members and Oath of Office
  - a) Announcement of names of individuals qualified to be seated as members of the

City Council and pledging Oath of Office by newly elected Council and acknowledgement that appropriate bonds are in place. Newly elected Council Members are seated.

- b) Roll Call of New Council.
  - c) Selection of Temporary Chairperson
  - d) Election of Mayor
  - e) Election of Vice President of the Council
  - f) Council to consider appointment to various committees for a two-year term.
  - g) Council to convene as the Scottsbluff Leasing Corporation.
  - h) Reconvene as the Scottsbluff City Council-Roll Call.
11. Claims
- a) Council to consider and take action on claims of the City.
12. Public Hearings:
- a) Council to conduct a public hearing set for this date at 6:00 p.m. for the purpose of reviewing and obtaining comment on a Redevelopment Plan submitted by YOLO Properties, LLC for the YOLO Properties Carwash Project.
13. Bids & Awards:
- a) Council to discuss and consider action on awarding the bid for the New One-Ton Dump Truck Regular Cab 4x4, Duel Rear Wheels for Fairview Cemetery to Sid Dillon Fleet for \$33,730.
14. Reports from Staff, Boards & Commissions:
- a) Council to discuss and consider approval of First Amendment to Land Lease with Cellco Partnership d/b/a Verizon Wireless for tower site at 23 Club and authorize the Mayor to sign the Memorandum of Lease.
  - b) Council to discuss and consider action on the 23 Club Agreement and authorize the Mayor to execute the Agreement.
  - c) Council to discuss and consider action on LB 1021 regarding Expedited Reviews of Eligible Redevelopment Projects and approve the application from the Nebraska Department of Economic Development
  - d) Council to discuss and consider action on the Maintenance Agreement No. 22 between the City of Scottsbluff and the Nebraska Department of Transportation and authorize the Mayor to sign the Agreement.
15. Resolution & Ordinances:
- a) Council to consider and take action on the Resolution to approve the Redevelopment Plan submitted by YOLO Properties, LLC for the YOLO Properties Carwash Project.
  - b) Council to consider and take action on the Resolution to approve Expedited Reviews of Eligible Redevelopment Projects.
  - c) Council to discuss and consider action on a Resolution for the purpose of committing LB840 funds as a match for the Nebraska Department of Economic

Development Regional Workforce Housing Grant.

- d) Council to discuss and consider action on a Resolution authorizing the Mayor to sign the Year-End Certification of Street Superintendent form appointing Philip Mark Bohl as the City of Scottsbluff Street Superintendent.
16. Council reports (informational only): This item is intended for Council Members to update and inform other Council Members of meetings attended since the last City Council meeting.
  17. Adjournment.

# **City of Scottsbluff, Nebraska**

**Monday, December 7, 2020**

**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 of Scottsbluff, Nebraska**  
**Monday, December 7, 2020**  
**Regular Meeting**

**Item Youth Cou 1**

**Informational Only:**

**Staff Contact:**

# **City of Scottsbluff, Nebraska**

**Monday, December 7, 2020**

**Regular Meeting**

## **Item Minutes1**

**Council to approve the minutes of the November 16, 2020 Regular Meeting.**

Staff Contact: Kim Wright, City Clerk

The Scottsbluff City Council met in a regular meeting on November 16, 2020 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 November 13, 2020, 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 and that anyone attending was encouraged to wear a mask and to respect social distance guidelines. It also stated 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 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 November 13, 2020. 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 welcomed everyone and 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, Jeanne McKerrigan, Scott Shaver, and Terry Schaub. Nathan Green participated via teleconference. Council Member Green was able to participate via teleconference due to Executive Order No. 20-34 Coronavirus-Public Meetings Requirement Limited Waiver Order for Alternative Participation for Elected Officials issued by Governor Ricketts; answering yes to City Clerk Wright's question if he had been ordered to quarantine and isolate by the local public health agency due to exposure of COVID-19. Also present were Deputy City Attorney John Selzer and Interim City Manager Rick Kuckkahn. Absent: None. Mayor Gonzales asked if there were any changes to the agenda. After asking, Mayor Gonzales stated he wanted to move item 16a; Council to discuss and receive an update on COVID-19, up to item 10c on the agenda due to medical personnel speaking on the item needing to go to another meeting. Mayor Gonzales then 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 November 2, 2020 Regular Meeting be approved.
- d) The bid specifications for the purchase of Two, New, One-Ton Trucks with Platform Bodies and Hoists for the Public Works Department be approved and authorize the city clerk to advertise for bids to be received by December 10, 2020 at 10:00 a.m.
- e) A public hearing be set for December 7, 2020 at 6:00 p.m. for the purpose of reviewing and obtaining comment on a Redevelopment Plan submitted by YOLO Properties, LLC for the YOLO Properties Carwash Project, "YEAS," McKerrigan, Green, Schaub, and Gonzales. "NAYS," Shaver. Absent: None.

Moved by Council Member McKerrigan, seconded by Council Member Schaub, that the following claims, be approved and paid as provided by law out of the respective funds designated in the list of claims dated November 16, 2020, as on file with the City Clerk and submitted to the City Council, "YEAS," Green, Schaub, Shaver, Gonzales, and McKerrigan. "NAYS," None. Absent: None.

#### CLAIMS

ACTIONCOMMUNICATIONSINC.,CIP-PO-PATROLCARS,4462.99;ADVANCE AUTO PARTS,DEF FOR SHOP,437.73; ALLO COMMUNICATIONS,LLC,LOCAL TELEPHONE CHARGES,4020.68; AMERICAN WATER WORKS ASSOCIATION,MEMBERSHIPS,210;ASSURITY LIFE INSURANCE CO,LIFE INS,32.95; AUTOZONE STORES, INC,VEH MAINT PARK,139.66;B & H INVESTMENTS, INC,WATER DELIVERY X 5 BOTTLES & SALT UNIT RENTAL,294;B&C STEEL CORPORATION,DEPT SUPP PARK,13;BACKDRAFT OPCO, LLC,EMERGENCY REPORTING VISION PLUS,1145.4; BAKER & ASSOCIATES INC,23 CLUB IMPROV.,4750;BARCO MUNICIPAL PRODUCTS INC,SIGNING SUPP - POST CAPS,447.87; BLUFFS FACILITY SOLUTIONS,DEPT/JANIT SUPPL-PD,1210.2;BNSF RAILWAY COMPANY,EXPENSE - PATHWAY - RR CROSSING,15021.31; BROWN CO,PARKS #310- QUICK COUPLER,268.8; BSN SPORTS, INC,GROUND MAINT PARK,230.18;CAPITAL BUSINESS SYSTEMS INC.,CONT. SRVCS.,260.12;CARR- TRUMBULL LUMBER CO, INC.,XXL TYVEK COVERALLS AND N95 MASKS,535.03; CELLCO PARTNERSHIP,CELL PHONES, IPADS, TABLETS,836.3; CITIBANK, N.A.,DEPT SUPP CEM,210.76; COLORADO ASPHALT SERVICES, INC,1 LOAD COLD ASPHALT,4156.86; COMPUTER CONNECTION INC,CONTRACTUAL-PD,44; CONTRACTORS MATERIALS INC.,DEPT SUP,4380.56; CREDIT BUREAU OF COUNCIL BLUFFS,OCT 2020 FEE & EMPL. SCREENS,72; CRESCENT ELECT. SUPPLY COMP INC,SUPP - BALLASTS,403.65; CROELL INC,DEPT SUP,176.55; CYNTHIA GREEN,DEPT SUPPL-PD,295.25; DELL MARKETING LP,EQUIP MAINT-PD,605.42; DUANE E. WOHLERS,HAULING RECYCLING TO DENVER, CO,800; ELLIOTT EQUIPMENT COMPANY INC.,LIDS FOR REARLOADER CANS,2235; FAIRBANKS SCALES INC,DEPT SUP,342.44; FASTENAL COMPANY,EQUIP MAINT PARK,7; FEDERAL EXPRESS CORPORATION,POSTAGE,446.3;FLOYD'S TRUCK CENTER SCOTTSBLUFF,REPAIRS TO UNIT #812,1497.43; FRANCISCO'S BUMPER TO BUMPER INC,TOW SERVICE-PD,1485; FREMONT MOTOR SCOTTSBLUFF, LLC,TRANS #462- REMAN MODULE,536.5; GRAY TELEVISION GROUP INC,CONTRACTUAL SVC,1660; GREENING ENTERPRISES INC.,FIRE HOSE REPLACEMENT - ENGINE 1,19247.44; HD SUPPLY FACILITIES MAINTENANCE LTD,DEPT SUP,3223.71;HOLTZ INDUSTRIES, INC,LIDS FOR EMCO CANS,1969.96; HULLINGER GLASS & LOCKS INC.,BLDG MAINT PARK,270.75; HYDROTEX PARTNERS, LTD,CENTRAL GARAGE- OIL,2125.16; IDEAL LAUNDRY AND CLEANERS, INC.,UNIFORMS-PD,574.45; INDEPENDENT PLUMBING AND HEATING, INC,GROUND MAINT PARK,5.81; INGRAM LIBRARY SERVICES INC,BKS.,2362.05;INTERNAL REVENUE SERVICE,WITHHOLDINGS,61657.04;INTRALINKS, INC,CONTRACT SERVICES - OCT. 2020,8157.61; INVENTIVE WIRELESS OF NE, LLC,INTERNET CAMPGROUND,35.9; J & A TRAFFIC PRODUCTS, LLC,SIGN SUPP - POSTS & ANCHORS,4146.9; J G ELLIOTT CO.INC.,NOTARY BOND-PD,70;KNOW HOW LLC,CENTRAL GARAGE- HYD HOSE FITTINGS,1092.36; KRIZ DAVIS,TRAFFIC SIGNAL POLE - 27TH & I,15174.52;LAWSON PRODUCTS, INC,CENTRAL GARAGE- MISC SHOP SUPPLIES,631.6;LEE BHM CORP,LEGAL PUBLISHING,2819.22; LEXISNEXIS RISK DATA MANAGEMENT,CONTRACTUAL-PD,100; LOGAN CONTRACTORS SUPPLY INC,STREET REP. SUPP - DETACK,212.98; M.C. SCHAFF & ASSOCIATES, INC,ENG. SERV. FOR AVE. B OVERLAY PROJECT,5795; MACQUEEN EQUIPMENT INC,EQUIPMENT,448626.67; MADISON NATIONAL LIFE,INSURANCE,2498.16; MATHESON TRI-GAS INC,DEPT SUPP PARK,265.82; MENARDS, INC,DEPT SUP,1257.6; MIDWEST CONNECT, LLC,OCT 2020 STATEMENT PROCESSING,2441.14; MIDWEST FARM



SERVICE-ALLIANCE,EQUIP MAINT PARK,166.35; MUNIMETRIX SYSTEMS CORP,IMAGESILO - OCT. 2020,39.99; NATIONAL TELEPHONE MESSAGE CORP,DEPT SUPPL-PD,480.22; NE CHILD SUPPORT PAYMENT CENTER,NE CHILD SUPPORT PYBLE,972.1; NE DEPT OF REVENUE,WITHHOLDINGS,34289.86; NE DEPT OF TRANSPORTATION,MONUMENT VALLEY PATHWAY NORTH,539662.99; NEBRASKA CLERK INSTITUTE,VIRTUAL WORKSHOP - OPEN MEETINGS ACT,50; NEBRASKA INTERACTIVE, LLC,DRIVERS LIC. REQ. - OCT 2020,15; NEBRASKA PUBLIC POWER DISTRICT,ELECTRIC,39413.35; NEBRASKA RURAL RADIO ASSOCIATION,CONTRACTUAL SVC,355; NEBRASKA SALT AND GRAIN CO,1 LOAD ICE SLICER,4308.58; NEBRASKALAND TIRE, INC,POLICE #2- TIRES,599.96; NORTHWEST PIPE FITTINGS, INC. OF SCOTTSBLUFF,DEPT SUPP PARK,180.43; OCLC ONLINE COMPUTER LIBRARYCENTER,INC,CONT.SRVCS.,378.16;ONECALLCONCEPTS, C,CONTRACTUAL,196.52; OREGON TRAIL PLUMBING, HEATING & COOLING INC,BLDG MAINT-PD,566.65; PANHANDLECOOPERATIVEASSOCIATION,FLEETFUEL,18255.68;PANHANDLEENVIRONMET ALSERVICESINC,SAMPLES,228;PLATTEVALLEYBANK,HEALTHSAVINGSACCOUNT,10306.5; POWERPLAN,REPAIRS TO UNIT #866,6684.24; PRAISE WINDOWS INC,BLDG MAIN.,690; PROTEX CENTRAL, INC.,EQUIP MAINT-PD,27.07; QUADIENT LEASING USA INC,CONT. SRVCS.,569.82; QUILL CORPORATION,DEPT SUPPL-PD,800.79; RAILROAD MANAGEMENT CO III, LLC,RENT LAND,569.7; REGIONAL CARE INC,CLAIMS,12730.89; RODRIGUEZ JOSE R,TOW SERVICE-PD,125; RR DONNELLEY,DEPT SUPPL-PD,308.58; S M E C,EMPLOYEE DEDUCTION,123.5; SANDBERG IMPLEMENT, INC,PARKS #324- CONTROLLER,392.41; SCB FIREFIGHTERS UNION LOCAL 1454,FIRE EE DUES,300; SCB IBEW 1597 UNION DUES,SCB IBEW 1597 UNION DUES,479.99; SCOTTSBLUFF POLICE OFFICERS ASSOCIATION,POLICE EE DUES,1053; SCOTTSBLUFF WINSUPPLY COMPANY,DEPT SUPP CEM,62.31; SCOTTSBLUFF/GERING CHAMBER OF COMMERCE,STATE OF THE VALLEY - LUNCHEON,180; SIMMONS OLSEN LAW FIRM, P.C.,CONTRACTUAL,12975.79; SIMON CONTRACTORS,CONCRETE FOR STREET REPAIR,927.64; SNELL SERVICES INC.,BLDG. MAIN.,536; TOYOTA MOTOR CREDIT CORPORATION,HIDTA-CAR LEASE,343.53; TWIN CITY AUTO, INC,EQUIP MAINT PARK,23.07; TWIN CITY ROOFING & SHEETMETAL, INC,HAIL DAMAGE REPAIR - SANITATION & COMPOST,142244.21; UNION BANK & TRUST,RETIREMENT,39843.43; VAN PELT FENCING CO, INC,GROUND MAINT PARK,15.5; VOGEL WEST, INC,SUPP - ARMOUR,18.99; WAKEFIELD & ASSOCIATES INC,WAGE ATTACHMENT,241.6; WESTERN COOPERATIVE COMPANY,GROUND MAINT PARK,47; WESTERN PATHOLOGY CONSULTANTS, INC,ANNUAL FEE - RANDOM POOL MGMT,518.75; WESTERN TRAVEL TERMINAL, LLC,VEH MAINT-PD,376; WYOMING CHILD SUPPORT ENFORCEMENT,CHILD SUPPORT,738.08;YOUNG MEN'S CHRISTIAN ASSOCIATION OF SCOTTSBLUFF, NE,YMCA,765;

City Manager Kuckkahn presented the September and October 2020 Financial Reports explaining the revenues and expenses remain in line with our estimates and projections, adding both Financial Reports show the City in good shape. Mr. Kuckkahn informed Council that the latest sales tax projections are running about 3.8% year to year; we are seeing a slight decline, but it is still within our estimated numbers.

Regarding the agenda item of receiving an update on COVID-19, Mr. John Mentgen, President and CEO of Regional Health Services, approached Council explaining on November 12<sup>th</sup> a letter was sent to Scottsbluff and the surrounding communities to request the highest consideration for requiring and enforcing the CDC guidelines for everyone to include a masking as the best approach to impact the surge of positive COVID-19 in our area. He added the recent uptick has greatly impacted staff, not only at the healthcare system, but through area businesses throughout Western Nebraska, stating they are very concerned for the community if the current surge continues at the rate it has now, as they may have many more health care staff ill, exposed, and unable to provide services.

He added Regional West is requesting the Scottsbluff City Council to consider the mandate of masking for persons in the City due to this recent surge of COVID-19 as masking is a critical component to help slow the spread of the virus. He went on to state, Regional West Health Services believes a pathway exists for cities of the first class in Nebraska to legally implement the mandate and they are requesting they consult the city attorney for this action as other Nebraska cities are engaged in similar activities at this very time.

Dr. Matthew Brunner, Chief Medical Officer of Regional West then approached Council and commented over the last few weeks we have become overrun with COVID in our area. He explained we know that protection in layers is what will keep us most protected; a mask by itself is not going to do its job, but a mask in conjunction with other layers such as social distancing, washing our hands, and cough hygiene will help; the point is to knock down the droplets that carry the virus. The trouble with COVID is it does not act like a normal virus. A normal virus becomes infectious just before and during those first few days of illness. COVID doesn't do that, it is most infectious two days before a person get symptoms.

Dr. Jeffrey Holloway, President of Regional West Physicians Clinic and Chief of Surgery at Regional West came forward and stated he wears a mask all day at the hospital and up until about four weeks ago he was not a big believer in wearing a mask, but things have changed. He now wears a mask outside the hospital all the time because of how the virus is transmitted. He asks that we mandate masks, not indefinitely, just to get through the surge, stating it will help flatten the curve and spread it out down the road so it doesn't overwhelm the health care system in the next month or so.

Mr. Jim Trumball, Regional West Medical Center Board Member, came forward and emphasized we have the opportunity to try and lead the public to the better option, rather than letting Lincoln dictate the decisions. He asked to try these things out and take the medical advisors advice to knock this thing out a little bit. We need a unified front from the medical providers, educators, and city leaders, adding this is an issue that is a community issue.

Mayor Gonzales then commented we all know that COVID is here and has taken its toll on our community, medically and economically. The question that comes before the Council is should we implement a mask mandate. He added the first question is legally can we do it; secondly how would we enforce it if we choose to implement it, and thirdly we will need to get buy in from the surrounding communities. He also asked the medical professionals to be patient in order for us to get that unified approach and asked how to mobilize quickly to do it.

Legal Counsel Selzer explained for the City to do this they would need to create a board of health consisting of five members: the mayor, who shall be chairperson, a physician, who shall be medical advisor, the chief of police, who shall be secretary and quarantine officer, and two other members.

Mr. Paul Hofmeister, Legal Counsel for Regional Health Services added there is a memorandum out from the League of Municipalities that does create a pathway for cities of the first class on how to get

to mandates; State Statute 16-238. Spread of disease; regulation; board of health; creation; powers; duties. He added, another theory is a nuisance could be declared, reiterating there are pathways to do this.

Legal Counsel Selzer then stated to create the Board of Health it would require the passing of an Ordinance by the Council. The committee could convene immediately after the Ordinance was passed.

Mayor Gonzales asked Council if they were in support of drafting the Ordinance. Council Members Shaver and Schaub answered, no, they were not in support of it. Council Member Green commented he would have concerns with implementing an Ordinance.

Mayor Gonzales then explained the way the item is worded on the agenda; no action can be taken this evening, but he may call a special meeting to address this issue. He concluded by thanking the medical staff for their comments.

Council took a five minute break, reconvening at 7:10 p.m.

Mayor Gonzales opened the public hearing at 7:10 p.m. for the purpose of reviewing and obtaining comment on a Redevelopment Plan for the City of Scottsbluff Façade Improvement Grant Program. Ms. Starr Lehl, Economic Development Director approached Council and explained they did a Redevelopment Plan and came up with an application for the funds to be spent in the redevelopment area; there is a map included in their packet of the area. She added the CRA did pass this unanimously.

Ms. Angela Scanlan, business owner, came forward and commented she would be in support of this being open for the community, so that businesses can take advantage if they are able. Mayor Gonzales then closed the public hearing at 7:12 p.m.

Council Member Shaver asked about Tax Increment Financing (TIF) and how this ties to that. Ms. Lehl answered the business has to be in the TIF District or Redevelopment area to qualify. She added not every business will qualify. Council Member Shaver commented it is not city wide then. Ms. Lehl stated that is the only way they could do it under the Community Redevelopment Authority (CRA).

Mr. Don Lease approached Council with a presentation regarding the Nebraska Strong Recovery Project. He stated people who have a need of coping during stressful times can access resources by calling the toll free numbers on pamphlets he hands out. He added this project is a mental health outreach program working with Nebraska communities and individuals. He commented with COVID and quarantining there will be a great need and they are available to help people find out how the system works, adding their particular agency contracts through Region One. Council thanked Mr. Lease for his time and for the information regarding the Project.

Mr. Kuckkahn presented the bid for the Fence Replacement, South Border to Fairview Cemetery. He explained this was part of the budget in the area of capital improvements for the Cemetery. He is recommending a motion for approval. Council Member Green made a motion, seconded by Council Member McKerrigan to approve the bid for the Fence Replacement, South Border to Fairview Cemetery, 4109 5<sup>th</sup> Avenue, Scottsbluff to Van Pelt Fencing Company, Inc. in the amount of \$39,500, "YEAS," Shaver, Gonzales, Schaub, McKerrigan, and Green. "NAYS," None. Absent: None.

Mr. Kuckkahn came forward and explained the Contract for public Improvements between the City of Scottsbluff and Smith Land Company, LLC stating it is a typical contract for creating a subdivision where an owner of the property or sub dividers are required to put in public improvements. It requires the installation of roads and other improvements and is something that occurs before the final plat.

Council Member Schaub left the meeting at 7:24 p.m.

Council Member McKerrigan moved, seconded by Mayor Gonzales to approve the Contract for Public Improvements between the City of Scottsbluff and Smith Land Company, LLC and authorize the

Mayor to execute the Contract. “YEAS,” McKerrigan, Gonzales, Green, and Shaver. “NAYS,” None. Absent: Schaub.

Regarding the Resolution to approve the Redevelopment Plan for the City of Scottsbluff Façade Improvement Grant Program, Council Member McKerrigan made a motion, seconded by Council Member Green to approve Resolution No. 20-11-01 approving the Redevelopment Plan for the City of Scottsbluff Façade Improvement Grant Program, “YEAS,” Gonzales, Green, and McKerrigan. “NAYS,” Shaver. Absent: Schaub.

### **RESOLUTION NO. 20-11-01**

#### **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 *Façade Improvement Grant Program* (the “Redevelopment Plan”) has been created by the Scottsbluff Community Redevelopment Authority (“CRA”). The Redevelopment Plan proposes to encourage redevelopment in areas of the City which the City Council has declared to be blighted and substandard and in need of redevelopment.

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.

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

e. On November 16, 2020, the City Council held a public hearing on the proposal to approve the Redevelopment Plan.

f. The City Council has reviewed 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 by addressing substandard and blighted conditions.

2. The City Council approves the Redevelopment Plan.

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

**PASSED and APPROVED** on November 16, 2020

---

Mayor

ATTEST:

---

City Clerk (Seal)

Mr. Kuckkahn approached Council regarding the Scottsbluff Senior Center explaining the State has discontinued its meals out of the Senior Center, but they are providing vouchers that can be used at the COOP deli, explaining the program will continue, but look very different than it does today. He has had conversation with the Senior Center and their intent is to abandon the building they are located in. He is asking Council how they want to treat the building, adding one of the options is to sell and he has had contact with a person who is interested in purchasing it. The area is zoned C-3, which is a commercial location, it is marketable property and the building is in good condition. If Council elects to sell, the property will be appraised using a competitive bid process.

Council Member Shaver asked why we do not reutilize the property, instead of paying somebody rent for the fire fighters to have a second location.

Council Member Green added he does not see a problem with getting an appraisal to weigh rental fees against having a second precinct. He stated we need to utilize it the best we can especially during COVID times.

Mr. Kuckkahn stated he will get an appraisal in addition to reaching out to senior staff to explore the alternative for a second location for the fire department. He will bring a report back at a future meeting.

Regarding discussion and consideration on new member orientation and the roles and responsibilities under the City Manager form of government, Mr. Kuckkahn stated this is an open invitation given by legal counsel to new and current Council members who would like to participate. This orientation will include LB840, the City Manager form of government and powers of Council. He encouraged all to participate.

Under Council Reports, Council Member Shaver informed everyone the 911 meeting was cancelled this month. Mayor Gonzales stated they will be having Zoom interviews this week with potential City Manager Candidates who are not finalists. Council Member Green wanted to make sure the minutes reflected we will have the meetings on Wednesday, November 18<sup>th</sup> and Thursday, November 19<sup>th</sup>. Clerk Wright stated the agendas will be going out the morning of November 17<sup>th</sup>.

Council Member McKerrigan moved, seconded by Mayor Gonzales to adjourn the meeting at 7:33 p.m., "YEAS," McKerrigan, Shaver, Green, and Gonzales. "NAYS," None. Absent: Schaub.

---

Mayor

Attest:

---

City Clerk  
"SEAL"

# **City of Scottsbluff, Nebraska**

**Monday, December 7, 2020**

**Regular Meeting**

## **Item Minutes2**

**Council to approve the minutes of the November 18, 2020 Special Meeting.**

Staff Contact: Kim Wright, City Clerk

Special Meeting  
November 18, 2020

The Scottsbluff City Council met in a Special Meeting on Wednesday, November 18, 2020 at 5:00 p.m. in the Council Chambers of City Hall, 2525 Circle Drive, Scottsbluff, NE. The meeting was requested by a written call therefor by Interim City Manager Kuckkahn. A notice of the meeting had been published on November 15, 2020 in the Star Herald, a newspaper published and of general circulation of the city. The notice stated the date, hour and place of the meeting; that the meeting would be open to the public and that anyone attending was encouraged to wear a mask and to respect social distance guidelines. It also stated that anyone with a disability desiring reasonable accommodation to attend the council meeting should contact the city clerk's office and that an agenda of the meeting kept continuously current was available for public inspection at the office of the city clerk in City Hall; provided, the city council could modify the agenda at the meeting if it determined that an emergency so required. A similar notice, together with a copy of the agenda, also had been delivered to each council member, made available to radio stations KNEB, KMOR, KOAQ, and television stations KSTF and KDUH, and the Star Herald. The notice was also available on the City's website on November 17, 2020. Mayor Raymond Gonzales presided and City Clerk Wright recorded the proceedings. Mayor Gonzales welcomed everyone and informed those in attendance that a copy of the Nebraska Open Meetings Act was available for the public's review. The following Council Members were present: Raymond Gonzales, Jeanne McKerrigan, Scott Shaver, and Terry Schaub. Nathan Green participated by video conference via Zoom. Council Member Green was able to participate via video conference due to Executive Order No. 20-34 Coronavirus-Public Meetings Requirement Limited Waiver Order for Alternative Participation for Elected Officials issued by Governor Ricketts; answering yes to City Clerk Wright's question if he had been ordered to quarantine and isolate by a local public health agency due to exposure of COVID-19. Also present were Interim City Manager Rick Kuckkahn and City Attorney Kent Hadenfeldt. Patricia Heminover with Baker Tilly Virchow Krause, LLP participated by teleconference, via Zoom. Absent: None.

Mayor Gonzales stated no other business shall be transacted at the special meeting unless all Council Members are present to consent and the City Council declares the existence of an emergency. He then asked if there was such an emergency. There was none.

Regarding the item of Council to question and interview semifinalists for the City Manager position, Mayor Gonzales stated he would like a motion to go into Executive Session. Ms. Danielle Prokop, reporter with the Star Herald, approached Council and objected. She presented Council with a packet with the Attorney General's opinions, commenting she had a brief statement to make.

City Attorney Hadenfeldt responded to Ms. Prokop by stating, members of the public do not get to object to go into closed session. Ms. Prokop answered Mr. Hadenfeldt, by stating, she was told to make a statement.

Ms. Prokop then started her statement with; Hello ladies and gentlemen of the City Council. My name is Danielle Prokop and I am a reporter with the Scottsbluff Star Herald. I am here to formally object to the closure of this meeting under the Nebraska Open Meetings Act and request that all interviews with the candidates occur in open session and that records regarding City Manager candidates be provided to the Star Herald under the Nebraska Public Laws. The Attorney General's office has been clear on the procedures for conducting closed sessions and the Scottsbluff City Council's reasons for closing Friday's meetings and these meetings today and tomorrow do not fall into the Act's requirements. I have been told time and time again from the Attorney General's office that opinions do not meet these standards. In the handouts is the letter I received regarding the public records request from the City and (inaudible). Public Meetings are broadly interpreted and construed to obtain the objective of openness in favor of the public



and I am standing here today as a member of that public. The establishments, deliberations and discussions regarding the hiring of public positions should be done in public and in compliance with the Open Meetings Requirements. One of the best examples of that is the opinion of 94-025 of the Nebraska Public Records and Public Meeting Statutes against the Nebraska Department of Education and State Board. (Inaudible) Some circumstances may require brief closed sessions to discuss topics which could injure someone's (inaudible) reputation however, quote; the bulk of those interviews conducted by a quorum of the board should be done in an open session of a public meeting. However, a closed session of, so while there may be sometimes when interviewing individual applicants should be closed, the bulk of those interviews should be done in a public setting. Just because matters require a closed (inaudible) session may arise does not mean the entire session can be closed. For last week's meeting the AG's office had not found that the whittling down of candidates a sufficient reason for closing public meetings. I have found the slight discomfort of experience by closing the meeting is far away by policy an air of openness in meetings of the public body. A good faith motivation for closing the meetings, rather that's entering for example the injuring of someone's reputation is not a defense to cure a noncompliance with the open meetings act. For example, in the Terry Fossel letter that I gave to you it's found that apparent reasons for closing the meeting to discuss a superintendent candidate to whittle the number of candidates from twelve to four does not fall underneath the statutory reason of protecting the public interest or the protection of needless injury to the reputation of an individual. The Attorney General's office has found that this is not sufficient statutory reasons to close the meeting. Finally when it comes to finalists and the use to semifinalists in rejection to both my public records requests and other reasons, it is found that a finalist is any applicant who has offered to accept an interview by a public body or its agents, representatives or consultants for any public position including numbers more than four.

At the end of the day public business needs to be conducted in public. There is no shame in opening the process; there is a lot of shame having to do that process over again. The Attorney General has found that public sessions that are closed improper for no statutory basis reasons are an argument and find that those sessions are going to be improper as found in the Patrick Ethridge letter I gave to you. Finally, the public interest in this is protecting the public's money. This person is going to be hired by you, the City Council, using public money. The public interest is not the prevention of needless injury to an individual. If those come up in meetings, if that specific prevention of a needless injury to a reputation comes up then portions of that meeting can be closed, otherwise they need to be conducted in the public.

Council Member Schaub then asked to hear from Legal Counsel Hadenfeldt. Mr. Hadenfeldt stated under 84-1410 it allows both to protect the public interest and needless injury to a person's reputation to go into Executive Session or Closed Session. We think that is applicable in this case, although the opinions that she cited are not the case law in Nebraska and they say that you may do this in open session if you want, but you can also go into Closed Session under Statutory requirements under 84-1412 are present which is in the motion here. We have been asked not to release this information because we don't want to harmlessly injure the reputation of the individuals we are interviewing. The finalist pool issue, this may not be the final pool. We have already gone through this once and we rejected all the applicants and so now we've thinned it out and reviewed it, were going to talk to them and if we decide that this is the final pool of candidates they will be brought in for application and interview in an open session and the public will meet them. So we think we have met not only the closed public records law, but also the closed session's law. He then stated to Council, it is up to you whether or not you want to go into closed session.

Council Member Schaub then made a motion to go into closed session for the reason that it is clearly necessary for the protection of the public interest and for the prevention or needless injury to the reputation of individuals for the purpose of discussing job application materials and job performance submitted by applicants, other than finalists, who have applied for employment with the City of Scottsbluff. Council Member McKerrigan seconded the motion.

Mayor Gonzales then stated a motion has been made to go into closed session as it is necessary to protect the public interest and for the prevention of needless injury to the reputation of individuals, other than finalists, who have submitted job application and performance materials for employment with the City of Scottsbluff. He then asked if there was discussion. There was none.

Mayor Gonzales then explained the pending motion is to go into closed session as it is clearly necessary to protect the public interest and for the prevention of needless injury to the reputation of individuals, other than finalists, who have submitted job application and performance materials for employment with the City of Scottsbluff. He then asked to call the roll. "YEAS," Schaub, Gonzales, McKerrigan, Shaver, and Green. "NAYS," None. Absent: None.

City Clerk Wright announced the motion has been adopted.

Mayor Gonzales stated a motion to go into closed session as it is necessary for the protection of the public interest and for the prevention of needless injury to the reputation of individuals, other than finalists, who have submitted job application and performance materials for employment with the City of Scottsbluff has been adopted. Council went into closed session with Patricia Heminover with Baker Tilly Virchow Krause, LLP and Interim City Manager Rick Kuckkahn at 5:11 p.m.

Council reconvened out of closed session at 8:08 p.m. as stated on the record. The following Council Members were present: Raymond Gonzales, Jeanne McKerrigan, Scott Shaver, Nathan Green, and Terry Schaub.

Council Member McKerrigan moved to come out of closed session. This was seconded by Council Member Schaub, "YEAS," Gonzales, McKerrigan, Shaver, Green, and Schaub. "NAYS," None. Absent: None.

Council Member Schaub moved, seconded by Council Member McKerrigan to adjourn the meeting at 8:09 p.m., "YEAS," Schaub, Green, McKerrigan, Shaver, and Gonzales. "NAYS," None. Absent: None.

---

Mayor

Attest:

---

City Clerk

"SEAL"

# **City of Scottsbluff, Nebraska**

**Monday, December 7, 2020**

**Regular Meeting**

## **Item Minutes3**

**Council to approve the minutes of the November 19, 2020 Special Meeting.**

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

Special Meeting  
November 19, 2020

The Scottsbluff City Council met in a Special Meeting on Thursday, November 19, 2020 at 5:00 p.m. in the Council Chambers of City Hall, 2525 Circle Drive, Scottsbluff, NE. The meeting was requested by a written call therefor by Interim City Manager Kuckkahn. A notice of the meeting had been published on November 15, 2020 in the Star Herald, a newspaper published and of general circulation of the city. The notice stated the date, hour and place of the meeting; that the meeting would be open to the public and that anyone attending was encouraged to wear a mask and to respect social distance guidelines. It also stated that anyone with a disability desiring reasonable accommodation to attend the council meeting should contact the city clerk's office and that an agenda of the meeting kept continuously current was available for public inspection at the office of the city clerk in City Hall; provided, the city council could modify the agenda at the meeting if it determined that an emergency so required. A similar notice, together with a copy of the agenda, also had been delivered to each council member, made available to radio stations KNEB, KMOR, KOAQ, and television stations KSTF and KDUH, and the Star Herald. The notice was also available on the City's website on November 17, 2020. Mayor Raymond Gonzales presided and City Clerk Wright recorded the proceedings. Mayor Gonzales welcomed everyone and informed those in attendance that a copy of the Nebraska Open Meetings Act was available for the public's review. The following Council Members were present: Raymond Gonzales, Jeanne McKerrigan, Scott Shaver, and Terry Schaub. Nathan Green participated by video conference via Zoom. Council Member Green was able to participate via video conference due to Executive Order No. 20-34 Coronavirus-Public Meetings Requirement Limited Waiver Order for Alternative Participation for Elected Officials issued by Governor Ricketts; answering yes to City Clerk Wright's question if he had been ordered to quarantine and isolate by a local public health agency due to exposure of COVID-19. Also present were Interim City Manager Rick Kuckkahn and City Attorney Kent Hadenfeldt. Patricia Heminover with Baker Tilly Virchow Krause, LLP participated by teleconference, via Zoom. Absent: None.

Mayor Gonzales stated no other business shall be transacted at the special meeting unless all Council Members are present to consent and the City Council declares the existence of an emergency. He then asked if there was such an emergency. There was none.

Council Member Schaub made a motion to go into closed session for the reason that it is clearly necessary for the protection of the public interest and for the prevention or needless injury to the reputation of individuals for the purpose of discussing job application materials and job performance submitted by applicants, other than finalists, who have applied for employment with the City of Scottsbluff. Mayor Gonzales asked if there was a second.

Ms. Danielle Prokop, reporter with the Star Herald, approached Council and made an objection. Mayor Gonzales asked again if there was a second. Ms. Prokop then stated she is allowed to object under 84. Legal Counsel Hadenfeldt answered Ms. Prokop by stating actually you are not, you have to make a motion. Ms. Prokop stated, so you have to make a motion first, so the motion was made. Legal Counsel Hadenfeldt explained it had not been seconded, there will be a discussion and then voted on. Ms. Prokop added as a member of the public she is allowed to state an objection. Legal Counsel Hadenfeldt then stated actually you are not allowed to make an objection, I told you that yesterday. Ms. Prokop answered actually I cited the law. Mr. Hadenfeldt stated that is no longer the law.

Mayor Gonzales then asked if there was a second to Council Member Schaub's motion. Council Member McKerrigan seconded the motion.

Mayor Gonzales stated the motion has been made to go into closed session as it is necessary to

protect the public interest and for the prevention of needless injury to the reputation of individuals, other than finalists, who have submitted job application and performance materials for employment with the City of Scottsbluff. He then asked if there was any discussion.

Ms. Prokop approached Council and stated she has a discussion. She continued by saying, Good afternoon ladies and gentlemen of the Council. Council Member Schaub asked if she would please state who she is, where she is from, and her information. She answered I am Danielle Prokop, I am a reporter with the Scottsbluff Star Herald, my phone number is 308-635-2201 and I am currently employed with the Star Herald. I am here to make a formal objection on behalf of the newspaper and on behalf of the public that these meetings should not be held within closed session because they do not follow the Open Meetings Act and the withholding of these documents and the closing of the sessions to withhold documents does not follow any open records act of Nebraska.

My publisher has submitted a letter to Rick this afternoon, stating his objections as well and I did bring that in case you haven't seen it. I have been using again disposition letters from the Attorney General's office which are based on case laws which have gone to the Supreme Court and have clearly stated on multiple occasions to different boards that the closure of sessions or withholding these documents. Withholding documents regarding finalists, which are people who are in the final pool, for a position under public money, the precedence shows again and again that public meetings are to be that public position be conducted in the open and that closed meetings need to be strictly and narrowly construed. I do not believe that the motion that has been made is strictly and narrowly construed for either the benefit of the public or for the very narrow notions of protection of an individual's reputation.

For example in an interview with an individual if something needs to come up that would injure their reputation then that portion of the meeting should be closed. The entire interview before a quorum of a public board should not be closed. In a proper motion, which was explained in the Ethridge letter which I gave to you yesterday shows I move to go into closed session for an example discussing a pending lawsuit against the board for the protection of public interest. Interviewing candidates for a position does not fall under that. Semifinalist is not a legal term defined in Nebraska statutes; finalist is somebody who is going before the Council to interview for a position. Whether or not you are saying you are going to choose from those things, I don't know, but those interviews need to be held in a public. Public business needs to be held before the public. As my editor said in his letter, his concern is that it can be clearly conceived by citizens of the community, which this government entity serves, that a decision on who the new City Manager is has already been made and that Scottsbluff City Council and the Interim City Manager are simply going through the steps until they weed out the rest. Whether that is accurate or not that is the perception the paper has.

Now I have cited both the Ethridge and the Cossel letters, but I also have letters from 2017 we've sought legal counsel and legal counsel agrees with us that this is not an appropriate way to hold these interviews. That these individuals, whether you call them semifinalists or you call them something else are truly finalists for the position and thus need to be brought into the public light; they are going to be serving as a public member of the community and if they don't want their names out there that is highly concerning for the citizens you are representing. I will quote one more time that public meetings are broadly interpreted and liberally construed to obtain the objective of openness and favor of the public. Do the right thing and hold this in the public. What are you afraid of? As I said previously in the Terry Cossel letter provided to the Council, the focus of public interest, the true public interest of this board is the protection of the public's money and not the confidentiality of job applicants. If there is a portion of their interview that needs to be withheld that would be injurious to their position, which is absolutely viable, which is absolutely protected, these are things that need to be balanced and that portion of the meeting be closed. Otherwise, I ask the Council to hold these in public meetings. Thank you.

Council Member Shaver then made a motion to overrule the objection based on the information which Ms. Prokop gave them yesterday that shows LB389 allows the government entities to get a broad

pool of applicants and avoids causing injury to the non-finalists. At such time when we get the finalists we will be doing open and the public things.

Mayor Gonzales then stated we have a motion and a second on the table already to go into closed session; we probably want to get that voted on. Council Member Shaver commented we need to overrule her objection, not sure when we need to do it. Legal Counsel Hadenfeldt stated you can overrule her objection by voting to go into closed session. Council Member Shaver added it said you had to clearly overrule it, take a vote and note it in the minutes, so that is why I am having it done separately. Mayor Gonzales stated we have a motion and a second to go into executive session and we need to get that dealt with. He then thanked Ms. Prokop for her comments.

Council Member Green asked if we needed to get a second on the overruling. Council Member Schaub stated first off, he was the one who made the motion and like he said last night he would like to hear from legal counsel. Mr. Hadenfeldt explained we have taken the concerns of this young lady seriously, we did our research and we are still standing by the fact that there is not final pool of applicants that we have decided on. We have vetted these applicants down, there will be a final pool at which time the information will be released and the interviews will be conducted in public. So we think there is a legal basis to go into a statutory authority of a closed session.

Mayor Gonzales then stated the pending motion is to go into closed session as it is clearly necessary to protect the public interest and for the prevention of needless injury to the reputation of individuals, other than finalists, who have submitted job application and performance materials for employment with the City of Scottsbluff. Please call the roll: "YEAS," Schaub, Green, Shaver, McKerrigan, and Gonzales. "NAYS," None. Absent: None.

Mayor Gonzales then stated a motion to go into closed session as it is necessary for the protection of the public interest and for the prevention of needless injury to the reputation of individuals, other than finalists, who have submitted job application and performance materials for employment with the City of Scottsbluff, has been adopted.

Council Member Shaver made a motion to overrule the objection of Ms. Prokop based on the fact that these are non-finalist applicants and it will protect those in the broad pool that are not finalists and will not cause them injury by putting the information out there based on LB389 which was submitted by Ms. Prokop. Council Member McKerrigan seconded the motion, "YEAS," Green, Shaver, McKerrigan, and Gonzales. "NAYS," Schaub. Absent: None.

Mayor Gonzales announced at 5:17 p.m. that Council will go into closed session with Interim City Manager Kuckkahn and Patricia Heminover of Baker Tilly Virchow, Krause, LLP.

Council reconvened out of closed session at 8:45 p.m. as stated on the record. The following Council Members were present: Raymond Gonzales, Jeanne McKerrigan, Scott Shaver, Nathan Green, and Terry Schaub.

Council Member Schaub made a motion to come out of closed session. This was seconded by Council Member McKerrigan, "YEAS," Gonzales, McKerrigan, Shaver, Green, and Schaub.

Mayor Gonzales asked Council to provide feedback for any individuals they would consider moving forward. Council Member McKerrigan stated she chose candidates 8, 12, & 13. Council Member Shaver agreed, 8, 12, & 13 were the best options for him. Mayor Gonzales added he would also support candidates 8, 12, & 13. Council Member Schaub confirmed he would support 8, 12, & 13. Council Member Green concurred with applicants 8, 12, & 13.

Council Member McKerrigan moved that Council ask the following applicants 8, 12, & 13 to travel to Scottsbluff for an interview with the City Council, staff and members of the public as finalists for the City Manager position. Council Member Shaver seconded the motion.

Mayor Gonzales stated a motion has been made to ask the following applicants 8, 12, & 13 to

travel to Scottsbluff for an interview with the City Council, staff and members of the public as finalists for the City Manager position. The names of the candidates are Scott McClure, Dustin Rief, and Seth Sorensen. They are listed in the order of 8, 12, &13. He then asked to call the roll, “YEAS,” McKerrigan, Shaver, Green, Schaub, and Gonzales. “NAYS,” None. Absent: None.

Mayor Gonzales then stated they would potentially be looking at the dates of November 30, December 1, and December 2 to bring the candidates forward. He asked Ms. Heminover and Interim City Manager Kuckkahn to work on the details to make that possible.

Council Member Schaub moved, seconded by Council Member McKerrigan to adjourn the meeting at 8:50 p.m., “YEAS,” Green, McKerrigan, Shaver, Schaub, and Gonzales. “NAYS,” None. Absent: None.

---

Mayor

Attest:

---

City Clerk

“SEAL”

# **City of Scottsbluff, Nebraska**

**Monday, December 7, 2020**

**Regular Meeting**

## **Item Minutes4**

**Council to approve the minutes of the November 30, 2020 Special Meeting.**

Staff Contact: Kim Wright, City Clerk



Special Meeting  
November 30, 2020

The Scottsbluff City Council met in a Special Meeting on Monday, November 30, 2020 at 5:00 p.m. in the Council Chambers of City Hall, 2525 Circle Drive, Scottsbluff, NE. The meeting was requested by a written call therefor by Interim City Manager Kuckkahn. A notice of the meeting had been published on November 27, 2020 in the Star Herald, a newspaper published and of general circulation of the city. The notice stated the date, hour and place of the meeting; that the meeting would be open to the public and that anyone attending was encouraged to wear a mask and to respect social distance guidelines. It also stated that anyone with a disability desiring reasonable accommodation to attend the council meeting should contact the city clerk's office and that an agenda of the meeting kept continuously current was available for public inspection at the office of the city clerk in City Hall; provided, the city council could modify the agenda at the meeting if it determined that an emergency so required. A similar notice, together with a copy of the agenda, also had been delivered to each council member, made available to radio stations KNEB, KMOR, KOAQ, and television stations KSTF and KDUH, and the Star Herald. The notice was also available on the City's website on November 27, 2020. Mayor Raymond Gonzales presided and City Clerk Wright recorded the proceedings. Mayor Gonzales welcomed everyone and informed those in attendance that a copy of the Nebraska Open Meetings Act was available for the public's review. The following Council Members were present: Raymond Gonzales, Jeanne McKerrigan, Scott Shaver, Nathan Green and Terry Schaub. Absent: None. Also present were Interim City Manager Rick Kuckkahn and City Attorney Kent Hadenfeldt.

Mayor Gonzales stated no other business shall be transacted at the special meeting unless all Council Members are present to consent and the City Council declares the existence of an emergency. He then asked if there was such an emergency. There was none.

Mayor Gonzales began discussion regarding the vetting process for City Manager Candidates to get a final pool. Council Member Schaub made a motion, seconded by Council Member McKerrigan to move City Manager finalists Scott McClure, Dustin, Rief, and Seth Sorensen forward to interview with City Council, "YEAS," McKerrigan, Shaver, Green, Schaub, and Gonzales. "NAYS," None. Absent: None.

Mr. Dustin Rief was then welcomed by Council, with each member given the opportunity to ask questions they thought were of importance. Questions asked ranged from what Mr. Rief appreciated about Scottsbluff, what he saw were significant opportunities and challenges for the City, and what he thought were potential impacts to City operations resulting from the pandemic. He was also asked how he views the City Manager position and how he sees himself making the transition from City Administrator with respect to staff and what he expects from Council to be successful.

Mr. Rief addressed Council and explained how happy he is to have this opportunity. He cited that a community's biggest asset is its people and commented how friendly the people of Scottsbluff have been to him. He added he is willing to stay in the position as long as Council would have him and emphasized that communication and support is the key to a good working relationship. He believes in treating all Council Members equally and also believes the consensus is for the City to move in the right direction. Regarding staff and his role, Mr. Rief addressed transition and succession planning as ways to address potential issues. His would like to focus on a long term vision as far as business; hospitality; and tourism are concerned commenting with the pandemic, our biggest challenge is to find a way to support their efforts as much as we can so they can have sustainability in the future.

At the conclusion of the interview, Council thanked Mr. Rief for taking the time to visit Scottsbluff, meet the community and interview for the position of City Manager

Council Member Schaub moved, seconded by Council Member Shaver to adjourn the meeting at 6:02 p.m., “YEAS,” Green, McKerrigan, Shaver, Gonzales, and Schaub. “NAYS,” None. Absent: None.

---

Mayor

Attest:

---

City Clerk

“SEAL”

# **City of Scottsbluff, Nebraska**

**Monday, December 7, 2020**

**Regular Meeting**

## **Item Minutes5**

**Council to approve the minutes of the November 30, 2020 Regular Meeting.**

Staff Contact: Kim Wright, City Clerk

The Scottsbluff City Council met in a regular meeting on November 30, 2020 at 6:07 p.m. in the Council Chambers of City Hall, 2525 Circle Drive, Scottsbluff. A notice of the meeting had been published on November 20, 2020, 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 and that anyone attending was encouraged to wear a mask and to respect social distance guidelines. It also stated 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 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 November 20, 2020. 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 welcomed everyone and 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, Jeanne McKerrigan, Scott Shaver, Nathan Green, and Terry Schaub. Also present were City Attorney Kent Hadenfeldt and Interim City Manager Rick Kuckkahn. Absent: None. Mayor Gonzales asked if there were any changes to the agenda. There were none. Mayor Gonzales then 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 Shaver that,

- a) The minutes of the November 13, 2020 Special Meeting be approved, "YEAS," McKerrigan, Shaver, Green, Schaub, and Gonzales. "NAYS," None. Absent: None.

City Manager Kuckkahn approached Council and explained there are about twenty eight projects included in the packet that Council had discussed earlier regarding various projects and programs. He went on to mention that we have limited support in Council chambers, as far as a camera and Zoom ability, stating we have purchased a camera and are waiting to get it installed, adding this will make virtual meetings better, as far as room projection and sound capabilities go.

Public Works Director Mark Bohl came forward and gave updates on 23 Club and the Pathway. Mr. Bohl explained the building at 23 Club has been removed and about 1800 cubic yards of dirt has been hauled in. Currently they are digging footings to get concrete started. The building will be put up shortly.

He added with the Pathway, mainline paving from the zoo to the college is complete. They are tying in parts of the road at West Overland and Avenue B. They are adding dirt to both sides of where the structure will go, with steel being put in place for the structure to sit on and also for the bridge that connects 23 Club and the walk behind the high school.

Regarding the item to discuss and consider action to amend the municipal code to provide for a Board of Health with statutory duties, Mayor Gonzales explained to Council the hospital was at a prior meeting to try to get a buy in on the use of masks. He then asked City Attorney Hadenfeldt to go over the steps of starting a Health Board. Mr. Hadenfeldt cited State Statute 16-238 which says a City of the first class can form a Board of Health with five members; The Mayor, Chief of Police, doctor, and two citizens

at large. The statutory duties of the Board of Health enable them to have the authority to put in mandates needed for health, adding some communities have not given their Boards the full statutory duties, but go by a recommendation. The City would need to amend their Code in Chapter 6, which sets forth the Boards that are appointed and Chapter 9 which is our Health Chapter. He went on to state we have bought in on an Interlocal Agreement with Emergency Management, adding we rely on Panhandle Public Health District to make health measures because their orders come from the State. We would need to revise all those provisions, in order to get something to code and then appoint a Board.

Council Member Shaver commented people are already taking precautions; if you treat them like adults they will do what they think is correct. He added he is totally against this.

Mayor Gonzales explained when the medical profession comes and asks for our help, they come and make a plea to this Council in the interest of saving lives, we need to take some action.

Council Member Green commented he has seen commercials on television where community's partner with the hospitals and they educate people on what to do; there is a way to this and encourage the community to be safe and inviting.

After discussion, Council took no action on the item.

Concerning the Resolution related to COVID-19 and urging the use of community prevention strategies to slow the spread of COVID-19 and preserve hospital capacity, Mayor Gonzales moved that Council adopt the Resolution related to COVID-19. This was seconded by Council Member McKerrigan.

Council Member Green stated he is worried by the Resolution of it, but he agrees with the idea and responsibility to safety of our community. He does not agree with the way it is presented in passing it because there will be another surge in another few weeks. He added we need to have a respect for the community, they know COVID is out there and what precautions to take.

Council Member Shaver agreed with Council Member Green, stating this does have good ideas; he just doesn't think it should be a Resolution voted on by the Council. We need to encourage people to continue doing what they are doing, we don't want to overstep where we need to be.

Council Member McKerrigan commented this Resolution is showing support for our hospital, the staff, and people who do not have the immune system to fight this.

Mayor Gonzales added this is more about people's lives, rather than people's freedoms. He stated this is the forum for leadership and that is why he supports it. He then asked to call the roll. "YEAS," Gonzales and McKerrigan. "NAYS," Green, Schaub, and Shaver. Absent: None. Due to majority vote the Resolution related to COVID-19 and urging the use of community prevention strategies to slow the spread of COVID-19 and preserve hospital capacity did not pass.

Under Council Reports, Council Member Shaver informed Council he is trying to get a meeting together for PAWS and is contacting members.

Council Member Schaub moved, seconded by Council Member Green to adjourn the meeting at 6:37 p.m., "YEAS," Shaver, Gonzales, Schaub, McKerrigan, and Green. "NAYS," None. Absent: None.

---

Mayor

Attest:

---

City Clerk

# **City of Scottsbluff, Nebraska**

**Monday, December 7, 2020**

**Regular Meeting**

## **Item Minutes6**

**Council to approve the minutes of the December 1, 2020 Special Meeting.**

Staff Contact: Kim Wright, City Clerk

Special Meeting  
December 1, 2020

The Scottsbluff City Council met in a Special Meeting on Tuesday, December 1, 2020 at 5:00 p.m. in the Council Chambers of City Hall, 2525 Circle Drive, Scottsbluff, NE. The meeting was requested by a written call therefor by Interim City Manager Kuckkahn. A notice of the meeting had been published on November 27, 2020 in the Star Herald, a newspaper published and of general circulation of the city. The notice stated the date, hour and place of the meeting; that the meeting would be open to the public and that anyone attending was encouraged to wear a mask and to respect social distance guidelines. It also stated that anyone with a disability desiring reasonable accommodation to attend the council meeting should contact the city clerk's office and that an agenda of the meeting kept continuously current was available for public inspection at the office of the city clerk in City Hall; provided, the city council could modify the agenda at the meeting if it determined that an emergency so required. A similar notice, together with a copy of the agenda, also had been delivered to each council member, made available to radio stations KNEB, KMOR, KOAQ, and television stations KSTF and KDUH, and the Star Herald. The notice was also available on the City's website on November 27, 2020. Mayor Raymond Gonzales presided and City Clerk Wright recorded the proceedings. Mayor Gonzales welcomed everyone and informed those in attendance that a copy of the Nebraska Open Meetings Act was available for the public's review. The following Council Members were present: Raymond Gonzales, Jeanne McKerrigan, Scott Shaver, and Terry Schaub. Absent: Nathan Green. Also present were Interim City Manager Rick Kuckkahn and City Attorney Kent Hadenfeldt. Patricia Heminover from Baker Tilly Virchow Krause was present by teleconference, via Zoom.

Mayor Gonzales stated no other business shall be transacted at the special meeting unless all Council Members are present to consent and the City Council declares the existence of an emergency. He then asked if there was such an emergency. There was none.

Nathan Green entered the meeting at 5:02 p.m.

Mr. Seth Sorensen was welcomed by Council, with each member given the opportunity to ask questions they thought were of importance. Questions asked ranged from what Mr. Sorensen's experience has been for the last 24 hours, his experience with Economic Development and where he sees growth, what he sees as his role as being the head of the regional hub, and to highlight his experience with public works.

Mr. Sorensen commented Scottsbluff is a clean city that shows an abundance of pride in the community. He added his experience with Economic Development is strong as he has worked hand in hand with the Economic Development Corporation in Pecos, Texas. He added Economic Development is a key component of a City, but to make it work you need to capitalize on community and welcome new businesses. He feels his job is to be a good representative of the city and at the same time find common ground with stakeholders because not everyone has the same role. He sees the lack of housing as an issue commenting, we need to make Scottsbluff affordable for people to live here. Where public works is concerned, he is very interested in streets, stating Scottsbluff has good streets, but they need to be maintained. Regarding landfills, he commented he has experience, adding there needs to be a long term plan, starting with money being saved every year for expenses. He also mentioned stormwater and citing the importance of having a dedicated revenue source and capital improvement program to help fund the program.

At the conclusion of the interview, Council thanked Mr. Sorensen for taking the time to visit Scottsbluff, meet the community and interview for the position of City Manager

Council Member Schaub moved, seconded by Council Member McKerrigan to adjourn the meeting at 6:08 p.m., “YEAS,” Shaver, McKerrigan, Gonzales, Green, and Schaub. “NAYS,” None. Absent: None.

---

Mayor

Attest:

---

City Clerk

“SEAL”



# **City of Scottsbluff, Nebraska**

**Monday, December 7, 2020**

**Regular Meeting**

## **Item Minutes7**

**Council to approve the minutes of the December 2, 2020 Special Meeting.**

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

Special Meeting  
December 2, 2020

The Scottsbluff City Council met in a Special Meeting on Wednesday, December 2, 2020 at 5:00 p.m. in the Council Chambers of City Hall, 2525 Circle Drive, Scottsbluff, NE. The meeting was requested by a written call therefor by Interim City Manager Kuckkahn. A notice of the meeting had been published on November 27, 2020 in the Star Herald, a newspaper published and of general circulation of the city. The notice stated the date, hour and place of the meeting; that the meeting would be open to the public and that anyone attending was encouraged to wear a mask and to respect social distance guidelines. It also stated that anyone with a disability desiring reasonable accommodation to attend the council meeting should contact the city clerk's office and that an agenda of the meeting kept continuously current was available for public inspection at the office of the city clerk in City Hall; provided, the city council could modify the agenda at the meeting if it determined that an emergency so required. A similar notice, together with a copy of the agenda, also had been delivered to each council member, made available to radio stations KNEB, KMOR, KOAQ, and television stations KSTF and KDUH, and the Star Herald. The notice was also available on the City's website on November 27, 2020. Mayor Raymond Gonzales presided and City Clerk Wright recorded the proceedings. Mayor Gonzales welcomed everyone and informed those in attendance that a copy of the Nebraska Open Meetings Act was available for the public's review. The following Council Members were present: Raymond Gonzales, Jeanne McKerrigan, Scott Shaver, and Nathan Green. Terry Schaub, who was ill, viewed by teleconference, via Zoom, but could not participate because he had not been ordered by a local public health agency to quarantine or isolate due to COVID-19. Absent: None. Also present were Interim City Manager Rick Kuckkahn and City Attorney Kent Hadenfeldt. Patricia Heminover from Baker Tilly Virchow Krause was also present by teleconference, via Zoom.

Mayor Gonzales stated no other business shall be transacted at the special meeting unless all Council Members are present to consent and the City Council declares the existence of an emergency. He then asked if there was such an emergency. There was none.

Mr. Scott McClure was then welcomed by Council, with each member given the opportunity to ask questions they thought were of importance. Questions asked ranged from what Mr. McClure viewed as the City's role in Economic Development, why Scottsbluff should hire him for the job, what he would ask for a smooth transition, and his experience with community involvement.

Mr. McClure addressed Council and explained how happy he is to have this opportunity. He viewed the City's role in Economic Development as "setting the table" and giving high quality services. He also added the City needs to be responsive and supportive. He explained he should be Scottsbluff's next City Manager because he is the best person for the job. He gets things done quickly, communicates with Council and has 31 years' experience. He added a smooth transition would be one where he is given clear direction and has a good communication pattern with respect. He commented he is very involved with the community citing a major attribute is to be a good listener. He also mentioned the Chamber of Commerce and Rotary as boards he has served on.

At the conclusion of the interview, Council thanked Mr. McClure for taking the time to visit Scottsbluff, meet the community and interview for the position of City Manager

Council Member Green moved, seconded by Council Member McKerrigan to adjourn the meeting at 5:58 p.m., "YEAS," Green, Gonzales, Shaver, and McKerrigan. "NAYS," None. Absent: None.

---

Mayor

Attest:

---

City Clerk

“SEAL”

# **City of Scottsbluff, Nebraska**

**Monday, December 7, 2020**

**Regular Meeting**

## **Item Minutes8**

**Council to approve the minutes of the December 4, 2020 Special Meeting.**

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

Special Meeting  
December 4, 2020

The Scottsbluff City Council met in a Special Meeting on Friday, December 4, 2020 at 11:09 a.m. in the Council Chambers of City Hall, 2525 Circle Drive, Scottsbluff, NE. The meeting was requested by a written call therefor by Interim City Manager Kuckkahn. A notice of the meeting had been published on November 29, 2020 in the Star Herald, a newspaper published and of general circulation of the city. The notice stated the date, hour and place of the meeting; that the meeting would be open to the public and that anyone attending was encouraged to wear a mask and to respect social distance guidelines. It also stated that anyone with a disability desiring reasonable accommodation to attend the council meeting should contact the city clerk's office and that an agenda of the meeting kept continuously current was available for public inspection at the office of the city clerk in City Hall; provided, the city council could modify the agenda at the meeting if it determined that an emergency so required. A similar notice, together with a copy of the agenda, also had been delivered to each council member, made available to radio stations KNEB, KMOR, KOAQ, and television stations KSTF and KDUH, and the Star Herald. The notice was also available on the City's website on November 30, 2020. Mayor Raymond Gonzales presided and City Clerk Wright recorded the proceedings. Mayor Gonzales welcomed everyone and informed those in attendance that a copy of the Nebraska Open Meetings Act was available for the public's review. The following Council Members were present: Raymond Gonzales, Jeanne McKerrigan, Scott Shaver, Nathan Green, and Terry Schaub. Also present were Interim City Manager Rick Kuckkahn and City Attorney Kent Hadenfeldt. Patricia Heminover with Baker Tilly Virchow Krause, LLP participated by teleconference, via Zoom. Absent: None.

Mayor Gonzales stated no other business shall be transacted at the special meeting unless all Council Members are present to consent and the City Council declares the existence of an emergency. He then asked if there was such an emergency. There was none.

Regarding the item of Council to discuss and consider action on extending an offer to City Manager candidate conditional upon successful negotiation of Employment Agreement, Mayor Gonzales first started by thanking Ms. Patty Heminover and the firm of Baker Tilly Virchow Krause for bringing in a slew of really qualified candidates.

He then asked for each Council Member to give their selection; also asking the two new Council Members Elect for their input as well.

Council Member Green stated his number one choice is Dustin Rief. He based his decision on the responses of Survey Monkey, adding he thinks he would be the best for the employees and community.

Council Member McKerrigan commented her first choice was Dustin Rief also. She believes he will do a great job. He spent time here and invested in the community, which helped make her decision.

Council Member Shaver added his top candidate was Dustin Rief as well. He explained it showed his commitment to the community when he came, spent three days and looked at real estate. He stated of all the candidates, he seemed to fit in the best and has the most passion of being in this exact location.

Mayor Gonzales stated for him it was a hard choice, as he tried to weigh the strengths and weaknesses of each candidate. He is supporting Dustin Rief.

Council Member Schaub added he paid close attention to all three candidates and the Survey Monkey that was completed by City staff. He focused on what staff had to say, as they will work with the individual. His top choice is Dustin Rief.

Council Member Elect Angela Scanlan added she had an opportunity to speak with Mr. Rief on the phone after their initial meeting. She has determined him to be her top candidate.

Council Member Elect Jordan Colwell first thanked Council for the opportunity to be part of the selection process. He also looked at Survey Monkey as well and talked to staff. He added with the passion and commitment shown to the community, Dustin Rief he would be his selection.

Council Member Schaub moved to extend an offer to Mr. Dustin Rief as the City Manager to include a salary starting at \$135,000 with benefits and allowing for negotiation. This was seconded by Council Member Shaver. "YEAS," Schaub, Gonzales, McKerrigan, Green, and Shaver. "NAYS," None. Absent: None.

Council Member Schaub made a motion, seconded by Mayor Gonzales to adjourn the meeting at 11:24 a.m., "YEAS," McKerrigan, Green, Schaub, and Gonzales. "NAYS," Shaver. Absent: None.

\_\_\_\_\_  
Mayor

Attest:

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

"SEAL"

# **City of Scottsbluff, Nebraska**

**Monday, December 7, 2020**

**Regular Meeting**

## **Item Recog1**

**Council to recognize Raymond Gonzales and Scott Shaver for their years of service to the Scottsbluff City Council.**

**Staff Contact: City Council**

# **City of Scottsbluff, Nebraska**

**Monday, December 7, 2020**

**Regular Meeting**

## **Item Oath1**

**Announcement of names of individuals qualified to be seated as members of the City Council and pledging Oath of Office by newly elected Council and acknowledgement that appropriate bonds are in place. Newly elected Council Members are seated.**

**Staff Contact:**



**City of Scottsbluff, Nebraska**  
**Monday, December 7, 2020**  
**Regular Meeting**

**Item Oath2**

**Roll Call of New Council.**

**Staff Contact:**

**City of Scottsbluff, Nebraska**  
**Monday, December 7, 2020**  
**Regular Meeting**

**Item Oath3**

**Selection of Temporary Chairperson**

**Staff Contact:**

**City of Scottsbluff, Nebraska**  
**Monday, December 7, 2020**  
**Regular Meeting**

**Item Oath4**

**Election of Mayor**

**Staff Contact:**

**City of Scottsbluff, Nebraska**  
**Monday, December 7, 2020**  
**Regular Meeting**

**Item Oath5**

**Election of Vice President of the Council**

**Staff Contact:**

**City of Scottsbluff, Nebraska**  
**Monday, December 7, 2020**  
**Regular Meeting**

**Item Oath6**

**Council to consider appointment to various committees for a two-year term.**

**Staff Contact:**

CITY COUNCIL BOARD APPOINTMENTS  
AS OF February 3, 2020

- a) Panhandle Area Development District – City Manager or designee (primary) and Gonzales (alternate)
- b) Scottsbluff Drain Operating Committee – Schaub and Green (alternate)
- c) Panhandle Humane Society – Animal Control Officer Brunz
- d) Technical Advisory Committee – City Manager, (staff) Shaver and McKerrigan (alternate)
- e) NPPD Retail Community Customer Committee – City Manager or designee (primary)
- f) Public Alliance for Community Energy (PACE) – City Manager or designee (primary)
- g) Senior Center – McKerrigan
- h) Resource, Conservation & Development Board (RC&D)- McKerrigan (primary)
- i) Riverside Discovery Center Board – Green
- j) 911 Steering Committee – Shaver and Schaub (alternate)
- k) Western Nebraska Economic Development Committee –Schaub and Gonzales (alternate)
- l) Revenue Committee – Gonzales, Shaver
- m) East Overland Steering Committee – Gonzales and Schaub (alternate)
- n) Tri-City Active Living Advisory Council – McKerrigan
- o) Platte Alliance Water Supply – Shaver and Green (alternate)
- p) Region 22 Emergency Management Advisory Board – Schaub
- q) Heartland Expressway – Green and Gonzales (alternate)

**City of Scottsbluff, Nebraska**  
**Monday, December 7, 2020**  
**Regular Meeting**

**Item Oath7**

**Council to convene as the Scottsbluff Leasing Corporation.**

**Staff Contact:**

**AGENDA  
CITY OF SCOTTSBLUFF  
LEASING CORPORATION  
BOARD OF DIRECTORS MEETING**

**December 7, 2020**

1. Roll Call.
2. Appoint temporary chairperson.
3. Appoint Angela Scanlan and Jordan Colwell as Board Members.
4. Appointment of officers
  - a. President –
  - b. Vice-President –
  - c. Secretary/Treasurer –
5. Approve minutes of the meeting held December 3, 2018.
6. Adjourn.



December 3, 2018  
Scottsbluff, Nebraska

The Board of Directors of the City of Scottsbluff Leasing Corporation met in the City Council Chamber of City Hall on December 3, 2018 at 6:29 p.m. Notice was given by publication in the Star Herald on November 30, 2018. Upon roll call the following Board Members were present: Raymond Gonzales, Scott Shaver, Board Members Elect Jeanne McKerrigan, Nathan Green, and Terry Schaub. Absent: None.

Board Member Gonzales nominated Council Member Shaver as temporary Chairperson for reorganization of the Board. Moved by Board Member Gonzales seconded by Board Member McKerrigan, "That Council Member Shaver be appointed as temporary Chairperson of the Scottsbluff Leasing Corporation." "YEAS" McKerrigan, Shaver, Green Schaub, and Gonzales. "NAYS" None. Absent: None.

Moved by Board Member Shaver, seconded by Board Member Schaub, "That Nathan Green, Jeanne McKerrigan, and Terry Schaub be appointed as Board Members." "YEAS" Green, Schaub, Shaver, Gonzales, and McKerrigan, "NAYS" None. Absent: None.

Chairperson Shaver called for nominations for President, Vice President and Secretary/Treasurer of the Scottsbluff Leasing Corporation.

Moved by Board Member Shaver , "That Board Member Gonzales be nominated as President, Board Member McKerrigan be nominated as Vice-President and Board Member Schaub be nominated as Secretary/Treasurer of the Scottsbluff Leasing Corporation. There was no second. Board Member Gonzales declined the nomination and made the motion that Board Member Schaub be nominated as President of the Scottsbluff Leasing Corporation, seconded by Board Member Shaver. "YEAS" Shaver, Gonzales, Schaub, McKerrigan, and Green. "NAYS" None. Absent: None.

Moved by Board Member Schaub, seconded by Board Member Shaver, "That Board Member McKerrigan be nominated as Vice President of the Scottsbluff Leasing Corporation." No other nominations were made and the question was called. "YEAS" Schaub, McKerrigan, Gonzales, Green, and Shaver. "NAYS" None. Absent: None.

Moved by Board Member Schaub, seconded by Board Member Shaver, "That Board Member Green be nominated as Secretary/Treasurer of the Scottsbluff Leasing Corporation." No other nominations were made and the question was called. "YEAS" Gonzales, Green, McKerrigan, Shaver, and Schaub" None. Absent: None.

Moved by Board Member McKerrigan, seconded by Board Member Gonzales, "That minutes of the December 5, 2016 meeting be approved," "YEAS" Schaub, McKerrigan, Gonzales, Green, and Shaver "NAYS" None. Absent: None.

Moved by Board Member Gonzales, seconded by Board Member Shaver, "to adjourn the meeting of the Scottsbluff Leasing Corporation at 6:34 p.m." "YEAS" Gonzales, Green, McKerrigan, Shaver, and Schaub "NAYS" None. Absent: None.

---

Terry Schaub, President

---

Kimberley Wright, City Clerk

**City of Scottsbluff, Nebraska**  
**Monday, December 7, 2020**  
**Regular Meeting**

**Item Oath8**

**Reconvene as the Scottsbluff City Council-Roll Call.**

**Staff Contact:**

**City of Scottsbluff, Nebraska**  
**Monday, December 7, 2020**  
**Regular Meeting**

**Item Claims1**

**Council to consider and take action on claims of the City.**

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



# Expense Approval Report

By Vendor Name

Post Dates 11/17/2020 - 12/7/2020

Description (Payable)	Account Name	Amount
<b>Vendor: 02583 - ADVANCE AUTO PARTS</b>		
<b>Fund: 725 - CENTRAL GARAGE</b>		
POLICE 19- OIL FILTER	EQUIPMENT MAINTENANCE	3.14
POLICE 4- OIL FILTER	EQUIPMENT MAINTENANCE	3.14
PARKS 343- BELT	EQUIPMENT MAINTENANCE	19.13
POLICE 17- OIL FILTER	EQUIPMENT MAINTENANCE	3.14
WW #938- OIL FILTER	EQUIPMENT MAINTENANCE	3.14
POLICE #24- OIL FILTERS	EQUIPMENT MAINTENANCE	3.14
ES #899- OIL FILTER	EQUIPMENT MAINTENANCE	3.14
POLICE #9- OIL FILTER	EQUIPMENT MAINTENANCE	3.14
POLICE #3- OIL FILTER	EQUIPMENT MAINTENANCE	3.49
POLICE #8- OIL FILTER	EQUIPMENT MAINTENANCE	3.14
POLICE #6- OIL FILTER	EQUIPMENT MAINTENANCE	3.14
WATER #42- OIL AND AIR FILTER	EQUIPMENT MAINTENANCE	11.96
WATER #38- OIL AND AIR FILTER	EQUIPMENT MAINTENANCE	11.96
PARKS #301- OIL AND AIR FILTER	EQUIPMENT MAINTENANCE	12.58
		<b>Fund 725 - CENTRAL GARAGE Total: 87.38</b>
		<b>Vendor 02583 - ADVANCE AUTO PARTS Total: 87.38</b>
<b>Vendor: 05887 - ALLO COMMUNICATIONS,LLC</b>		
<b>Fund: 111 - GENERAL</b>		
LOCAL TELEPHONE CHARGES	PHONE & INTERNET	238.92
LOCAL TELEPHONE CHARGES	PHONE & INTERNET	70.94
LOCAL TELEPHONE CHARGES	PHONE & INTERNET	34.84
LOCAL TELEPHONE CHARGES	PHONE & INTERNET	37.84
LOCAL TELEPHONE CHARGES	PHONE & INTERNET	160.00
LOCAL TELEPHONE CHARGES	PHONE & INTERNET	141.90
LOCAL TELEPHONE CHARGES	PHONE & INTERNET	328.38
LOCAL TELEPHONE CHARGES	PHONE & INTERNET	1,199.95
LOCAL TELEPHONE CHARGES	PHONE & INTERNET	425.28
LOCAL TELEPHONE CHARGES	PHONE & INTERNET	280.45
LOCAL TELEPHONE CHARGES	PHONE & INTERNET	10.70
		<b>Fund 111 - GENERAL Total: 2,929.20</b>
<b>Fund: 212 - TRANSPORTATION</b>		
LOCAL TELEPHONE CHARGES	PHONE & INTERNET	421.37
		<b>Fund 212 - TRANSPORTATION Total: 421.37</b>
<b>Fund: 213 - CEMETERY</b>		
LOCAL TELEPHONE CHARGES	PHONE & INTERNET	70.94
		<b>Fund 213 - CEMETERY Total: 70.94</b>
<b>Fund: 224 - ECONOMIC DEVELOPMENT</b>		
LOCAL TELEPHONE CHARGES	PHONE & INTERNET	69.44
		<b>Fund 224 - ECONOMIC DEVELOPMENT Total: 69.44</b>
<b>Fund: 621 - ENVIRONMENTAL SERVICES</b>		
LOCAL TELEPHONE CHARGES	PHONE & INTERNET	166.89
		<b>Fund 621 - ENVIRONMENTAL SERVICES Total: 166.89</b>
<b>Fund: 631 - WASTEWATER</b>		
LOCAL TELEPHONE CHARGES	PHONE & INTERNET	156.63
		<b>Fund 631 - WASTEWATER Total: 156.63</b>
<b>Fund: 641 - WATER</b>		
LOCAL TELEPHONE CHARGES	PHONE & INTERNET	181.89
		<b>Fund 641 - WATER Total: 181.89</b>

Expense Approval Report

Post Dates: 11/17/2020 - 12/7/2020

Description (Payable)	Account Name	Amount
<b>Fund: 661 - STORMWATER</b>		
LOCAL TELEPHONE CHARGES	PHONE & INTERNET	33.77
		<b>Fund 661 - STORMWATER Total: 33.77</b>
<b>Fund: 721 - GIS SERVICES</b>		
LOCAL TELEPHONE CHARGES	PHONE & INTERNET	34.84
		<b>Fund 721 - GIS SERVICES Total: 34.84</b>
<b>Fund: 725 - CENTRAL GARAGE</b>		
LOCAL TELEPHONE CHARGES	PHONE & INTERNET	35.00
		<b>Fund 725 - CENTRAL GARAGE Total: 35.00</b>
		<b>Vendor 05887 - ALLO COMMUNICATIONS,LLC Total: 4,099.97</b>
<b>Vendor: 03711 - AMAZON.COM HEADQUARTERS</b>		
<b>Fund: 111 - GENERAL</b>		
Misc.	DEPARTMENT SUPPLIES	150.18
Misc.	BOOKS	14.20
Misc.	PROGRAMMING	219.92
		<b>Fund 111 - GENERAL Total: 384.30</b>
		<b>Vendor 03711 - AMAZON.COM HEADQUARTERS Total: 384.30</b>
<b>Vendor: 02118 - ANITA'S GREENSCAPING INC</b>		
<b>Fund: 111 - GENERAL</b>		
Cont. Srvc.	CONTRACTUAL SERVICES	255.00
Cont. Srvc.	CONTRACTUAL SERVICES	255.00
		<b>Fund 111 - GENERAL Total: 510.00</b>
		<b>Vendor 02118 - ANITA'S GREENSCAPING INC Total: 510.00</b>
<b>Vendor: 00295 - B &amp; H INVESTMENTS, INC</b>		
<b>Fund: 111 - GENERAL</b>		
Dep. Sup. - LIBRARY	DEPARTMENT SUPPLIES	40.50
BLDG MAINT-PD	BUILDING MAINTENANCE	10.75
BLDG MAINT-PD	BUILDING MAINTENANCE	10.75
Dep. Sup. - LIBRARY	DEPARTMENT SUPPLIES	50.00
BLDG MAINT-PD	BUILDING MAINTENANCE	6.00
BLDG MAINT-PD	BUILDING MAINTENANCE	6.00
		<b>Fund 111 - GENERAL Total: 124.00</b>
<b>Fund: 212 - TRANSPORTATION</b>		
SUPP - WATER	DEPARTMENT SUPPLIES	25.00
SUPP - WATER	DEPARTMENT SUPPLIES	10.00
		<b>Fund 212 - TRANSPORTATION Total: 35.00</b>
<b>Fund: 621 - ENVIRONMENTAL SERVICES</b>		
WATER DELIVERY X 1 BOTTLE	DEPARTMENT SUPPLIES	10.00
SALT DELIVERY X 1 BAG & UNIT ...	DEPARTMENT SUPPLIES	41.50
		<b>Fund 621 - ENVIRONMENTAL SERVICES Total: 51.50</b>
		<b>Vendor 00295 - B &amp; H INVESTMENTS, INC Total: 210.50</b>
<b>Vendor: 09716 - BLACK HILLS GAS DISTRIBUTION LLC</b>		
<b>Fund: 111 - GENERAL</b>		
monthly energy bill	HEATING FUEL	301.29
monthly energy bill	HEATING FUEL	155.50
monthly energy bill	HEATING FUEL	99.70
monthly energy bill	HEATING FUEL	155.51
monthly energy bill	HEATING FUEL	307.38
monthly energy bill	HEATING FUEL	269.12
monthly energy bill	HEATING FUEL	31.33
		<b>Fund 111 - GENERAL Total: 1,319.83</b>
<b>Fund: 212 - TRANSPORTATION</b>		
monthly energy bill	HEATING FUEL	702.42
		<b>Fund 212 - TRANSPORTATION Total: 702.42</b>

Expense Approval Report

Post Dates: 11/17/2020 - 12/7/2020

Description (Payable)	Account Name	Amount
<b>Fund: 621 - ENVIRONMENTAL SERVICES</b>		
monthly energy bill	HEATING FUEL	307.38
		<b>Fund 621 - ENVIRONMENTAL SERVICES Total:</b>
		<b>307.38</b>
<b>Fund: 641 - WATER</b>		
monthly energy bill	HEATING FUEL	130.59
		<b>Fund 641 - WATER Total:</b>
		<b>130.59</b>
<b>Fund: 725 - CENTRAL GARAGE</b>		
monthly energy bill	HEATING FUEL	190.79
		<b>Fund 725 - CENTRAL GARAGE Total:</b>
		<b>190.79</b>
		<b>Vendor 09716 - BLACK HILLS GAS DISTRIBUTION LLC Total:</b>
		<b>2,651.01</b>
<b>Vendor: 00405 - BLUFFS FACILITY SOLUTIONS</b>		
<b>Fund: 111 - GENERAL</b>		
DEPT SUPP PARK	DEPARTMENT SUPPLIES	38.34
Jan. Sup.	JANITORIAL SUPPLIES	252.62
DEPT-JANIT SUPPL-PD	DEPARTMENT SUPPLIES	75.02
DEPT-JANIT SUPPL-PD	DEPARTMENT SUPPLIES	75.02
DEPT-JANIT SUPPL-PD	JANITORIAL SUPPLIES	42.55
DEPT-JANIT SUPPL-PD	JANITORIAL SUPPLIES	42.55
		<b>Fund 111 - GENERAL Total:</b>
		<b>526.10</b>
<b>Fund: 621 - ENVIRONMENTAL SERVICES</b>		
HAND TOWELS	DEPARTMENT SUPPLIES	78.13
		<b>Fund 621 - ENVIRONMENTAL SERVICES Total:</b>
		<b>78.13</b>
		<b>Vendor 00405 - BLUFFS FACILITY SOLUTIONS Total:</b>
		<b>604.23</b>
<b>Vendor: 08833 - BNSF RAILWAY COMPANY</b>		
<b>Fund: 111 - GENERAL</b>		
PATHWAY EXPENSE	PATHWAY	5,617.04
		<b>Fund 111 - GENERAL Total:</b>
		<b>5,617.04</b>
		<b>Vendor 08833 - BNSF RAILWAY COMPANY Total:</b>
		<b>5,617.04</b>
<b>Vendor: 00735 - CAPITAL BUSINESS SYSTEMS INC.</b>		
<b>Fund: 111 - GENERAL</b>		
CONTRACTUAL-PD	CONTRACTUAL SERVICES	51.00
		<b>Fund 111 - GENERAL Total:</b>
		<b>51.00</b>
<b>Fund: 212 - TRANSPORTATION</b>		
PRINTER/COPIER CHARGES	CONTRACTUAL SERVICES	9.12
COPIER/PRINTER CHARGES	CONTRACTUAL SERVICES	13.56
		<b>Fund 212 - TRANSPORTATION Total:</b>
		<b>22.68</b>
<b>Fund: 621 - ENVIRONMENTAL SERVICES</b>		
PRINTER/COPIER CHARGES	CONTRACTUAL SERVICES	9.12
COPIER/PRINTER CHARGES	CONTRACTUAL SERVICES	13.56
		<b>Fund 621 - ENVIRONMENTAL SERVICES Total:</b>
		<b>22.68</b>
<b>Fund: 725 - CENTRAL GARAGE</b>		
PRINTER/COPIER CHARGES	CONTRACTUAL SERVICES	4.56
COPIER/PRINTER CHARGES	CONTRACTUAL SERVICES	6.78
		<b>Fund 725 - CENTRAL GARAGE Total:</b>
		<b>11.34</b>
		<b>Vendor 00735 - CAPITAL BUSINESS SYSTEMS INC. Total:</b>
		<b>107.70</b>
<b>Vendor: 00055 - CARR- TRUMBULL LUMBER CO, INC.</b>		
<b>Fund: 111 - GENERAL</b>		
XL AND XXL TYVEK COVERALLS	DEPARTMENT SUPPLIES	254.82
XXL TYVEK COVERALLS	DEPARTMENT SUPPLIES	335.76
		<b>Fund 111 - GENERAL Total:</b>
		<b>590.58</b>
		<b>Vendor 00055 - CARR- TRUMBULL LUMBER CO, INC. Total:</b>
		<b>590.58</b>
<b>Vendor: 07911 - CELLCO PARTNERSHIP</b>		
<b>Fund: 111 - GENERAL</b>		
NOVEMBER CELLULAR PHONE	CELLULAR PHONE	313.92

Expense Approval Report

Post Dates: 11/17/2020 - 12/7/2020

Description (Payable)	Account Name	Amount
CELL PHONES-PD	PHONE & INTERNET	1,251.94
		Fund 111 - GENERAL Total: 1,565.86
		Vendor 07911 - CELCO PARTNERSHIP Total: 1,565.86
<b>Vendor: 02396 - CITIBANK N.A.</b>		
<b>Fund: 111 - GENERAL</b>		
SHIPPING CO MONITOR TO DXP...	POSTAGE	12.08
DEPT SUPP PARK	DEPARTMENT SUPPLIES	221.14
DEPT SUPPL-PD	DEPARTMENT SUPPLIES	45.46
DEPT SUPPLIES	DEPARTMENT SUPPLIES	17.99
TONER CARTRIDE	DEPARTMENT SUPPLIES	71.99
Dep. Sup.	DEPARTMENT SUPPLIES	17.94
INVEST SUPPL-PD	INVESTIGATIVE EXPENSES	22.99
		Fund 111 - GENERAL Total: 409.59
<b>Fund: 212 - TRANSPORTATION</b>		
OFFICE SUPP - SHREDDER, PAP...	DEPARTMENT SUPPLIES	193.92
SUPP - 5 PORT GIGS	DEPARTMENT SUPPLIES	75.98
		Fund 212 - TRANSPORTATION Total: 269.90
<b>Fund: 631 - WASTEWATER</b>		
DEPT SUP	DEPARTMENT SUPPLIES	37.47
		Fund 631 - WASTEWATER Total: 37.47
<b>Fund: 661 - STORMWATER</b>		
DEPT SUP	DEPARTMENT SUPPLIES	3.60
		Fund 661 - STORMWATER Total: 3.60
		Vendor 02396 - CITIBANK N.A. Total: 720.56
<b>Vendor: 05859 - CITIBANK, N.A.</b>		
<b>Fund: 212 - TRANSPORTATION</b>		
SUPP - HEX NUTS & BOLTS	DEPARTMENT SUPPLIES	32.85
SUPP - HEX NUTS & BOLTS	DEPARTMENT SUPPLIES	68.85
		Fund 212 - TRANSPORTATION Total: 101.70
		Vendor 05859 - CITIBANK, N.A. Total: 101.70
<b>Vendor: 00484 - CITY OF GERING</b>		
<b>Fund: 621 - ENVIRONMENTAL SERVICES</b>		
DISPOSAL FEES RECYCLING & T...	DISPOSAL FEES	42,846.86
		Fund 621 - ENVIRONMENTAL SERVICES Total: 42,846.86
		Vendor 00484 - CITY OF GERING Total: 42,846.86
<b>Vendor: 00367 - CITY OF SCB</b>		
<b>Fund: 111 - GENERAL</b>		
POSTAGE-PD	POSTAGE	34.90
PETTY CASH	DEPARTMENT SUPPLIES	16.00
PETTY CASH	POSTAGE	0.55
		Fund 111 - GENERAL Total: 51.45
<b>Fund: 631 - WASTEWATER</b>		
PETTY CASH	DEPARTMENT SUPPLIES	15.00
PETTY CASH	LICENSE/PERMITS	21.00
PETTY CASH	LICENSE/PERMITS	15.50
		Fund 631 - WASTEWATER Total: 51.50
		Vendor 00367 - CITY OF SCB Total: 102.95
<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
		Fund 713 - CASH & INVESTMENT POOL Total: 48.70
		Vendor 03010 - COLONIAL LIFE & ACCIDENT INSURANCE COMPANY Total: 48.70

Expense Approval Report

Post Dates: 11/17/2020 - 12/7/2020

Description (Payable)	Account Name	Amount
<b>Vendor: 00267 - CONTRACTORS MATERIALS INC.</b>		
<b>Fund: 111 - GENERAL</b>		
EQUIP MAINT PARK	EQUIPMENT MAINTENANCE	24.99
		<b>Fund 111 - GENERAL Total:</b>
		<b>24.99</b>
<b>Fund: 212 - TRANSPORTATION</b>		
SUPP - GLOVES	DEPARTMENT SUPPLIES	179.92
		<b>Fund 212 - TRANSPORTATION Total:</b>
		<b>179.92</b>
<b>Fund: 641 - WATER</b>		
DEPT SUP	DEPARTMENT SUPPLIES	818.11
		<b>Fund 641 - WATER Total:</b>
		<b>818.11</b>
		<b>Vendor 00267 - CONTRACTORS MATERIALS INC. Total:</b>
		<b>1,023.02</b>
<b>Vendor: 09824 - CORE &amp; MAIN LP</b>		
<b>Fund: 631 - WASTEWATER</b>		
CONTRACTUAL SVC	CONTRACTUAL SERVICES	11,605.00
		<b>Fund 631 - WASTEWATER Total:</b>
		<b>11,605.00</b>
<b>Fund: 641 - WATER</b>		
CONTRACTUAL SVC	CONTRACTUAL SERVICES	11,605.00
		<b>Fund 641 - WATER Total:</b>
		<b>11,605.00</b>
		<b>Vendor 09824 - CORE &amp; MAIN LP Total:</b>
		<b>23,210.00</b>
<b>Vendor: 00406 - CRESCENT ELECT. SUPPLY COMP INC</b>		
<b>Fund: 212 - TRANSPORTATION</b>		
ELECT. SUPP - FUSES, TIME DEL...	DEPARTMENT SUPPLIES	72.19
SUPP - INCANDESCENT BULBS	DEPARTMENT SUPPLIES	10.47
		<b>Fund 212 - TRANSPORTATION Total:</b>
		<b>82.66</b>
		<b>Vendor 00406 - CRESCENT ELECT. SUPPLY COMP INC Total:</b>
		<b>82.66</b>
<b>Vendor: 07689 - CYNTHIA GREEN</b>		
<b>Fund: 111 - GENERAL</b>		
DEPT SUPP ADM	DEPARTMENT SUPPLIES	12.08
DEPT SUPP ADM	DEPARTMENT SUPPLIES	3.72
DEPT SUPP DS	DEPARTMENT SUPPLIES	19.98
Dep. Sup.	DEPARTMENT SUPPLIES	13.31
DEPT SUPP DS	DEPARTMENT SUPPLIES	229.00
DEPT SUPP ADM	DEPARTMENT SUPPLIES	30.18
DEPT SUPP ADM RETURN	DEPARTMENT SUPPLIES	-12.08
		<b>Fund 111 - GENERAL Total:</b>
		<b>296.19</b>
<b>Fund: 721 - GIS SERVICES</b>		
DEPT SUPP GIS	DEPARTMENT SUPPLIES	316.20
DEPT SUPP GIS	DEPARTMENT SUPPLIES	79.05
		<b>Fund 721 - GIS SERVICES Total:</b>
		<b>395.25</b>
		<b>Vendor 07689 - CYNTHIA GREEN Total:</b>
		<b>691.44</b>
<b>Vendor: 00404 - DAS STATE ACCOUNTING-CENTRAL FINANCE</b>		
<b>Fund: 111 - GENERAL</b>		
Monthly Long Distance	PHONE & INTERNET	5.86
Monthly Long Distance	PHONE & INTERNET	3.90
Monthly Long Distance	PHONE & INTERNET	0.47
Monthly Long Distance	PHONE & INTERNET	0.77
Monthly Long Distance	PHONE & INTERNET	4.14
Monthly Long Distance	PHONE & INTERNET	5.35
Monthly Long Distance	PHONE & INTERNET	38.31
Monthly Long Distance	PHONE & INTERNET	12.27
Monthly Long Distance	PHONE & INTERNET	3.09
Monthly Long Distance	PHONE & INTERNET	2.35
		<b>Fund 111 - GENERAL Total:</b>
		<b>76.51</b>
<b>Fund: 212 - TRANSPORTATION</b>		
Monthly Long Distance	PHONE & INTERNET	6.56
		<b>Fund 212 - TRANSPORTATION Total:</b>
		<b>6.56</b>



Expense Approval Report

Post Dates: 11/17/2020 - 12/7/2020

Description (Payable)	Account Name	Amount
<b>Fund: 213 - CEMETERY</b>		
Monthly Long Distance	PHONE & INTERNET	3.59
		<b>Fund 213 - CEMETERY Total:</b>
		<b>3.59</b>
<b>Fund: 224 - ECONOMIC DEVELOPMENT</b>		
Monthly Long Distance	PHONE & INTERNET	4.21
Monthly Long Distance	PHONE & INTERNET	1.23
		<b>Fund 224 - ECONOMIC DEVELOPMENT Total:</b>
		<b>5.44</b>
<b>Fund: 621 - ENVIRONMENTAL SERVICES</b>		
Monthly Long Distance	PHONE & INTERNET	2.88
		<b>Fund 621 - ENVIRONMENTAL SERVICES Total:</b>
		<b>2.88</b>
<b>Fund: 631 - WASTEWATER</b>		
Monthly Long Distance	PHONE & INTERNET	6.12
		<b>Fund 631 - WASTEWATER Total:</b>
		<b>6.12</b>
<b>Fund: 641 - WATER</b>		
Monthly Long Distance	PHONE & INTERNET	3.58
		<b>Fund 641 - WATER Total:</b>
		<b>3.58</b>
<b>Fund: 661 - STORMWATER</b>		
Monthly Long Distance	PHONE & INTERNET	0.52
		<b>Fund 661 - STORMWATER Total:</b>
		<b>0.52</b>
<b>Fund: 721 - GIS SERVICES</b>		
Monthly Long Distance	PHONE & INTERNET	0.74
		<b>Fund 721 - GIS SERVICES Total:</b>
		<b>0.74</b>
		<b>Vendor 00404 - DAS STATE ACCOUNTING-CENTRAL FINANCE Total:</b>
		<b>105.94</b>
<b>Vendor: 01003 - ELLIOTT EQUIPMENT COMPANY INC.</b>		
<b>Fund: 621 - ENVIRONMENTAL SERVICES</b>		
WHEELS FOR REARLOADER CANS DEPARTMENT SUPPLIES		922.08
		<b>Fund 621 - ENVIRONMENTAL SERVICES Total:</b>
		<b>922.08</b>
		<b>Vendor 01003 - ELLIOTT EQUIPMENT COMPANY INC. Total:</b>
		<b>922.08</b>
<b>Vendor: 03950 - ENERGY LABORATORIES, INC DEPT 6250</b>		
<b>Fund: 641 - WATER</b>		
SAMPLES	SAMPLES	135.00
		<b>Fund 641 - WATER Total:</b>
		<b>135.00</b>
		<b>Vendor 03950 - ENERGY LABORATORIES, INC DEPT 6250 Total:</b>
		<b>135.00</b>
<b>Vendor: 00069 - ENVIRONMENTAL ANALYSIS SOUTH, INC</b>		
<b>Fund: 631 - WASTEWATER</b>		
CONTRACTUAL SVC	CONTRACTUAL SERVICES	450.50
		<b>Fund 631 - WASTEWATER Total:</b>
		<b>450.50</b>
		<b>Vendor 00069 - ENVIRONMENTAL ANALYSIS SOUTH, INC Total:</b>
		<b>450.50</b>
<b>Vendor: 07574 - FAT BOYS TIRE AND AUTO</b>		
<b>Fund: 725 - CENTRAL GARAGE</b>		
PARKS - LAWN MOWER TIRE	EQUIPMENT MAINTENANCE	100.44
CEMETERY & PARKS- TIRES	EQUIPMENT MAINTENANCE	177.66
		<b>Fund 725 - CENTRAL GARAGE Total:</b>
		<b>278.10</b>
		<b>Vendor 07574 - FAT BOYS TIRE AND AUTO Total:</b>
		<b>278.10</b>
<b>Vendor: 10191 - FBG SERVICE CORPORATION</b>		
<b>Fund: 111 - GENERAL</b>		
Bldg. Main.	BUILDING MAINTENANCE	434.00
Bldg. Main.	BUILDING MAINTENANCE	912.00
		<b>Fund 111 - GENERAL Total:</b>
		<b>1,346.00</b>
		<b>Vendor 10191 - FBG SERVICE CORPORATION Total:</b>
		<b>1,346.00</b>
<b>Vendor: 00548 - FEDERAL EXPRESS CORPORATION</b>		
<b>Fund: 631 - WASTEWATER</b>		
POSTAGE	POSTAGE	22.10
		<b>Fund 631 - WASTEWATER Total:</b>
		<b>22.10</b>

Expense Approval Report

Post Dates: 11/17/2020 - 12/7/2020

Description (Payable)	Account Name	Amount
<b>Fund: 641 - WATER</b>		
POSTAGE	POSTAGE	129.60
		<b>Fund 641 - WATER Total: 129.60</b>
		<b>Vendor 00548 - FEDERAL EXPRESS CORPORATION Total: 151.70</b>
<b>Vendor: 00794 - FLOYD'S TRUCK CENTER SCOTTSBLUFF</b>		
<b>Fund: 621 - ENVIRONMENTAL SERVICES</b>		
REPAIRS TO UNIT #820	VEHICLE MAINTENANCE	724.65
REPAIRS TO UNIT #816	VEHICLE MAINTENANCE	1,200.30
		<b>Fund 621 - ENVIRONMENTAL SERVICES Total: 1,924.95</b>
<b>Fund: 725 - CENTRAL GARAGE</b>		
ES 812- FILTERS	EQUIPMENT MAINTENANCE	154.44
		<b>Fund 725 - CENTRAL GARAGE Total: 154.44</b>
		<b>Vendor 00794 - FLOYD'S TRUCK CENTER SCOTTSBLUFF Total: 2,079.39</b>
<b>Vendor: 00060 - FRANCISCO'S BUMPER TO BUMPER INC</b>		
<b>Fund: 111 - GENERAL</b>		
TOW SERVICE-PD	CONTRACTUAL SERVICES	220.00
TOW SERVICE-PD	CONTRACTUAL SERVICES	220.00
TOW SERVICE-PD	CONTRACTUAL SERVICES	170.00
TOW SERVICE-PD	CONTRACTUAL SERVICES	170.00
TOW SERVICE-PD	CONTRACTUAL SERVICES	125.00
TOW SERVICE-PD	CONTRACTUAL SERVICES	75.00
TOW SERVICE-PD	CONTRACTUAL SERVICES	170.00
TOW SERVICE-PD	CONTRACTUAL SERVICES	170.00
TOW SERVICE-PD	CONTRACTUAL SERVICES	150.00
TOW SERVICE-PD	CONTRACTUAL SERVICES	170.00
TOW SERVICE-PD	CONTRACTUAL SERVICES	75.00
		<b>Fund 111 - GENERAL Total: 1,715.00</b>
		<b>Vendor 00060 - FRANCISCO'S BUMPER TO BUMPER INC Total: 1,715.00</b>
<b>Vendor: 07904 - FREMONT MOTOR SCOTTSBLUFF, LLC</b>		
<b>Fund: 725 - CENTRAL GARAGE</b>		
POLICE #1- WHEEL ASSY	EQUIPMENT MAINTENANCE	107.06
		<b>Fund 725 - CENTRAL GARAGE Total: 107.06</b>
		<b>Vendor 07904 - FREMONT MOTOR SCOTTSBLUFF, LLC Total: 107.06</b>
<b>Vendor: 00887 - FYR-TEK INC</b>		
<b>Fund: 111 - GENERAL</b>		
BREATHING REGULATOR REPAIR	DEPARTMENT SUPPLIES	84.80
		<b>Fund 111 - GENERAL Total: 84.80</b>
		<b>Vendor 00887 - FYR-TEK INC Total: 84.80</b>
<b>Vendor: 05600 - GALLS INC</b>		
<b>Fund: 111 - GENERAL</b>		
UNIFORMS-PD	UNIFORMS & CLOTHING	511.93
UNIFORMS-PD	UNIFORMS & CLOTHING	32.90
UNIFORMS-PD	UNIFORMS & CLOTHING	21.80
UNIFORMS-PD	UNIFORMS & CLOTHING	19.34
		<b>Fund 111 - GENERAL Total: 585.97</b>
		<b>Vendor 05600 - GALLS INC Total: 585.97</b>
<b>Vendor: 00022 - GENERAL ELECTRIC CAPITAL CORPORATION</b>		
<b>Fund: 111 - GENERAL</b>		
DRINKING WATER	DEPARTMENT SUPPLIES	23.88
Prgmg.	PROGRAMMING	52.96
DEPT SUPPL-PD	DEPARTMENT SUPPLIES	86.56
Misc.	DEPARTMENT SUPPLIES	33.30
Misc.	PROGRAMMING	107.64
DEPT SUPP ED	DEPARTMENT SUPPLIES	24.92
WASHING MACHINE DISINFECT...	DEPARTMENT SUPPLIES	19.96

Expense Approval Report

Post Dates: 11/17/2020 - 12/7/2020

Description (Payable)	Account Name	Amount
PADLOCKS FOR HAZMAT TRAIL...	DEPARTMENT SUPPLIES	19.77
		<b>Fund 111 - GENERAL Total:</b>
		<b>368.99</b>
<b>Fund: 215 - SPECIAL PROJECTS</b>		
CAR SEATS-PD	DEPARTMENT SUPPLIES	99.96
		<b>Fund 215 - SPECIAL PROJECTS Total:</b>
		<b>99.96</b>
<b>Fund: 621 - ENVIRONMENTAL SERVICES</b>		
CLEANING AND BREAK ROOM S...	DEPARTMENT SUPPLIES	28.18
		<b>Fund 621 - ENVIRONMENTAL SERVICES Total:</b>
		<b>28.18</b>
<b>Fund: 631 - WASTEWATER</b>		
DEPT SUP	DEPARTMENT SUPPLIES	34.61
		<b>Fund 631 - WASTEWATER Total:</b>
		<b>34.61</b>
<b>Fund: 641 - WATER</b>		
DEPT SUP	DEPARTMENT SUPPLIES	320.80
		<b>Fund 641 - WATER Total:</b>
		<b>320.80</b>
		<b>Vendor 00022 - GENERAL ELECTRIC CAPITAL CORPORATION Total:</b>
		<b>852.54</b>
<b>Vendor: 10136 - GREENING ENTERPRISES INC.</b>		
<b>Fund: 225 - MUTUAL FIRE</b>		
16 SETS DUAL PURPOSE PERSO...	DEPARTMENT SUPPLIES	11,376.80
		<b>Fund 225 - MUTUAL FIRE Total:</b>
		<b>11,376.80</b>
		<b>Vendor 10136 - GREENING ENTERPRISES INC. Total:</b>
		<b>11,376.80</b>
<b>Vendor: 10192 - GRIESS SPENCER</b>		
<b>Fund: 111 - GENERAL</b>		
SCHOOLS & CONF-PD	SCHOOL & CONFERENCE	600.00
		<b>Fund 111 - GENERAL Total:</b>
		<b>600.00</b>
		<b>Vendor 10192 - GRIESS SPENCER Total:</b>
		<b>600.00</b>
<b>Vendor: 10163 - HARGES DANIEL</b>		
<b>Fund: 111 - GENERAL</b>		
SCHOOLS & CONF-PD	SCHOOL & CONFERENCE	600.00
		<b>Fund 111 - GENERAL Total:</b>
		<b>600.00</b>
		<b>Vendor 10163 - HARGES DANIEL Total:</b>
		<b>600.00</b>
<b>Vendor: 04371 - HAWKINS, INC.</b>		
<b>Fund: 641 - WATER</b>		
CHEMICALS	CHEMICALS	2,005.50
CHEMICALS	CHEMICALS	2,448.75
		<b>Fund 641 - WATER Total:</b>
		<b>4,454.25</b>
		<b>Vendor 04371 - HAWKINS, INC. Total:</b>
		<b>4,454.25</b>
<b>Vendor: 05667 - HOA SOLUTIONS, INC</b>		
<b>Fund: 631 - WASTEWATER</b>		
EQUIP MAINT	EQUIPMENT MAINTENANCE	180.00
		<b>Fund 631 - WASTEWATER Total:</b>
		<b>180.00</b>
<b>Fund: 641 - WATER</b>		
EQUIP MAINT	EQUIPMENT MAINTENANCE	656.89
		<b>Fund 641 - WATER Total:</b>
		<b>656.89</b>
		<b>Vendor 05667 - HOA SOLUTIONS, INC Total:</b>
		<b>836.89</b>
<b>Vendor: 06423 - HYDROTEX PARTNERS, LTD</b>		
<b>Fund: 725 - CENTRAL GARAGE</b>		
WW STOCK- POWER KLEEN	VEHICLE MAINTENANCE	208.98
		<b>Fund 725 - CENTRAL GARAGE Total:</b>
		<b>208.98</b>
		<b>Vendor 06423 - HYDROTEX PARTNERS, LTD Total:</b>
		<b>208.98</b>

Expense Approval Report

Post Dates: 11/17/2020 - 12/7/2020

Description (Payable)	Account Name	Amount
<b>Vendor: 05499 - ICC CERTIFICATION SERVICES</b>		
<b>Fund: 111 - GENERAL</b>		
DEPT MMBRSHP	MEMBERSHIPS	145.00
		<b>Fund 111 - GENERAL Total: 145.00</b>
		<b>Vendor 05499 - ICC CERTIFICATION SERVICES Total: 145.00</b>
 <b>Vendor: 00525 - IDEAL LAUNDRY AND CLEANERS, INC.</b>		
<b>Fund: 111 - GENERAL</b>		
Jan. Sup.	JANITORIAL SUPPLIES	89.25
DEPT SUPP ADM	DEPARTMENT SUPPLIES	54.90
DEPT SUPP ADM	DEPARTMENT SUPPLIES	54.90
		<b>Fund 111 - GENERAL Total: 199.05</b>
<b>Fund: 212 - TRANSPORTATION</b>		
SUPP - MATS, TOWELS	DEPARTMENT SUPPLIES	33.56
SUPP - MATS, TOWELS	DEPARTMENT SUPPLIES	33.56
		<b>Fund 212 - TRANSPORTATION Total: 67.12</b>
<b>Fund: 621 - ENVIRONMENTAL SERVICES</b>		
RUGS, SHOP TOWELS, MOPS	DEPARTMENT SUPPLIES	108.14
		<b>Fund 621 - ENVIRONMENTAL SERVICES Total: 108.14</b>
<b>Fund: 631 - WASTEWATER</b>		
CONTRACTUAL SVC	CONTRACTUAL SERVICES	41.05
		<b>Fund 631 - WASTEWATER Total: 41.05</b>
<b>Fund: 641 - WATER</b>		
CONTRACTUAL SVC	CONTRACTUAL SERVICES	41.05
		<b>Fund 641 - WATER Total: 41.05</b>
<b>Fund: 725 - CENTRAL GARAGE</b>		
CG- SHOP TOWELS & RUGS	DEPARTMENT SUPPLIES	34.79
CENTRAL GARAGE- SHOP TOWE...	DEPARTMENT SUPPLIES	34.79
CENTRAL GARAGE- SHOP TOWE...	DEPARTMENT SUPPLIES	36.18
		<b>Fund 725 - CENTRAL GARAGE Total: 105.76</b>
		<b>Vendor 00525 - IDEAL LAUNDRY AND CLEANERS, INC. Total: 562.17</b>
 <b>Vendor: 00937 - INDEPENDENT PLUMBING AND HEATING, INC</b>		
<b>Fund: 111 - GENERAL</b>		
GROUND MAINT PARK	GROUNDS MAINTENANCE	62.12
GROUND MAINT PARK	GROUNDS MAINTENANCE	33.68
		<b>Fund 111 - GENERAL Total: 95.80</b>
		<b>Vendor 00937 - INDEPENDENT PLUMBING AND HEATING, INC Total: 95.80</b>
 <b>Vendor: 09291 - INGRAM LIBRARY SERVICES INC</b>		
<b>Fund: 111 - GENERAL</b>		
Bks.	BOOKS	91.27
Bks.	BOOKS	116.06
Bks.	BOOKS	31.33
Bks.	BOOKS	31.91
Bks.	BOOKS	196.47
Bks.	BOOKS	139.24
		<b>Fund 111 - GENERAL Total: 606.28</b>
		<b>Vendor 09291 - INGRAM LIBRARY SERVICES INC Total: 606.28</b>
 <b>Vendor: 08154 - INTERNAL REVENUE SERVICE</b>		
<b>Fund: 713 - CASH &amp; INVESTMENT POOL</b>		
WITHHOLDINGS	MEDICARE W/H EE PAYABLE	4,083.25
WITHHOLDINGS	MEDICARE W/H EE PAYABLE	4,083.25
WITHHOLDINGS	FICA W/H EE PAYABLE	14,954.76
WITHHOLDINGS	FICA W/H EE PAYABLE	14,954.76
WITHHOLDINGS	FED W/H EE PAYABLE	25,526.75
		<b>Fund 713 - CASH &amp; INVESTMENT POOL Total: 63,602.77</b>
		<b>Vendor 08154 - INTERNAL REVENUE SERVICE Total: 63,602.77</b>

Expense Approval Report

Post Dates: 11/17/2020 - 12/7/2020

Description (Payable)	Account Name	Amount
<b>Vendor: 08525 - INTRALINKS, INC</b>		
<b>Fund: 111 - GENERAL</b>		
DATTO SIRIS NOV 2020 - ADMI...	CONTRACTUAL SERVICES	2,298.00
DATTO ALTO NOV.2020 - LIBRA...	CONTRACTUAL SERVICES	218.00
EXTRA AV LICENSES FOR FD TAB...	DEPARTMENT SUPPLIES	28.00
		<b>Fund 111 - GENERAL Total: 2,544.00</b>
<b>Fund: 641 - WATER</b>		
DATTO SIRIS NOV 2020 - ADMI...	CONTRACTUAL SERVICES	119.00
		<b>Fund 641 - WATER Total: 119.00</b>
		<b>Vendor 08525 - INTRALINKS, INC Total: 2,663.00</b>
<b>Vendor: 05696 - INVENTIVE WIRELESS OF NE, LLC</b>		
<b>Fund: 111 - GENERAL</b>		
INTERNET	PHONE & INTERNET	17.95
INTERNET	PHONE & INTERNET	17.95
		<b>Fund 111 - GENERAL Total: 35.90</b>
		<b>Vendor 05696 - INVENTIVE WIRELESS OF NE, LLC Total: 35.90</b>
<b>Vendor: 06131 - JOHN DEERE FINANCIAL</b>		
<b>Fund: 212 - TRANSPORTATION</b>		
VIRUS SUPP - HAND SANITIZER	DEPARTMENT SUPPLIES	49.95
VIRUS SUPP - MASKS	DEPARTMENT SUPPLIES	299.80
SUPP - KNIT GLOVES	DEPARTMENT SUPPLIES	25.98
		<b>Fund 212 - TRANSPORTATION Total: 375.73</b>
<b>Fund: 631 - WASTEWATER</b>		
DEPT SUP	DEPARTMENT SUPPLIES	59.96
		<b>Fund 631 - WASTEWATER Total: 59.96</b>
<b>Fund: 641 - WATER</b>		
DEPT SUP	DEPARTMENT SUPPLIES	22.99
DEPT SUP	DEPARTMENT SUPPLIES	-22.99
		<b>Fund 641 - WATER Total: 0.00</b>
<b>Fund: 725 - CENTRAL GARAGE</b>		
CG- NECK GAITERS	DEPARTMENT SUPPLIES	29.98
		<b>Fund 725 - CENTRAL GARAGE Total: 29.98</b>
		<b>Vendor 06131 - JOHN DEERE FINANCIAL Total: 465.67</b>
<b>Vendor: 08067 - JOHN DEERE FINANCIAL</b>		
<b>Fund: 111 - GENERAL</b>		
EQUIP MAINT PARK	EQUIPMENT MAINTENANCE	87.94
BLDG MAINT PARK	BUILDING MAINTENANCE	48.86
		<b>Fund 111 - GENERAL Total: 136.80</b>
		<b>Vendor 08067 - JOHN DEERE FINANCIAL Total: 136.80</b>
<b>Vendor: 09474 - JOHN DEERE FINANCIAL</b>		
<b>Fund: 725 - CENTRAL GARAGE</b>		
PARKS 333- ELECTRICAL COIL	EQUIPMENT MAINTENANCE	69.13
		<b>Fund 725 - CENTRAL GARAGE Total: 69.13</b>
		<b>Vendor 09474 - JOHN DEERE FINANCIAL Total: 69.13</b>
<b>Vendor: 09747 - KNOW HOW LLC</b>		
<b>Fund: 111 - GENERAL</b>		
EQUIP MAINT PARK	EQUIPMENT MAINTENANCE	17.98
EQUIP MAINT PARK	EQUIPMENT MAINTENANCE	27.15
EQUIP MAINT PARK	EQUIPMENT MAINTENANCE	11.98
VEH MAINT PARK	VEHICLE MAINTENANCE	-5.10
		<b>Fund 111 - GENERAL Total: 52.01</b>
<b>Fund: 212 - TRANSPORTATION</b>		
SUPP - OIL DRY	DEPARTMENT SUPPLIES	70.48
		<b>Fund 212 - TRANSPORTATION Total: 70.48</b>

Expense Approval Report

Post Dates: 11/17/2020 - 12/7/2020

Description (Payable)	Account Name	Amount
<b>Fund: 621 - ENVIRONMENTAL SERVICES</b>		
LUBE & TIRE PENCIL	DEPARTMENT SUPPLIES	9.14
TIRE PENCIL	DEPARTMENT SUPPLIES	2.75
<b>Fund 621 - ENVIRONMENTAL SERVICES Total:</b>		<b>11.89</b>
<b>Fund: 725 - CENTRAL GARAGE</b>		
ES #824- ORINGS, HOSE, CONN...	EQUIPMENT MAINTENANCE	181.81
ES 812- AIR FILTER	EQUIPMENT MAINTENANCE	59.75
ES #899- BALL JOINTS	EQUIPMENT MAINTENANCE	133.04
CENTRAL GARAGE- FUSES	DEPARTMENT SUPPLIES	6.50
PARKS #301- HEATER CORE	EQUIPMENT MAINTENANCE	33.18
PARKS #301- HEATER HOSE CO...	EQUIPMENT MAINTENANCE	23.66
PARKS #301- BATTERY	EQUIPMENT MAINTENANCE	99.95
TRANS #452- OIL, AIR, FUEL FIL...	EQUIPMENT MAINTENANCE	78.92
<b>Fund 725 - CENTRAL GARAGE Total:</b>		<b>616.81</b>
<b>Vendor 09747 - KNOW HOW LLC Total:</b>		<b>751.19</b>
<b>Vendor: 01826 - KUCKKAHN, RICK</b>		
<b>Fund: 111 - GENERAL</b>		
EXPENSE REIMB. - COUNCIL MT...	DEPARTMENT SUPPLIES	37.91
<b>Fund 111 - GENERAL Total:</b>		<b>37.91</b>
<b>Vendor 01826 - KUCKKAHN, RICK Total:</b>		<b>37.91</b>
<b>Vendor: 04892 - LEAGUE ASSOCIATION OF RISK MANAGEMENT</b>		
<b>Fund: 212 - TRANSPORTATION</b>		
2015 BROOM BADGER SWEEPE...	PROP & EQUIP INSURANCE	-1,202.09
2020 ELGIN BROOM BEAR SWE...	PROP & EQUIP INSURANCE	2,078.10
<b>Fund 212 - TRANSPORTATION Total:</b>		<b>876.01</b>
<b>Vendor 04892 - LEAGUE ASSOCIATION OF RISK MANAGEMENT Total:</b>		<b>876.01</b>
<b>Vendor: 00627 - LOGAN CONTRACTORS SUPPLY INC</b>		
<b>Fund: 212 - TRANSPORTATION</b>		
BEARING ASSY FOR TAR KETTLE	EQUIPMENT MAINTENANCE	145.06
<b>Fund 212 - TRANSPORTATION Total:</b>		<b>145.06</b>
<b>Vendor 00627 - LOGAN CONTRACTORS SUPPLY INC Total:</b>		<b>145.06</b>
<b>Vendor: 00242 - M.C. SCHAFF &amp; ASSOCIATES, INC</b>		
<b>Fund: 111 - GENERAL</b>		
DEPT CNTRCL SRVCS	CONTRACTUAL SERVICES	4,275.00
<b>Fund 111 - GENERAL Total:</b>		<b>4,275.00</b>
<b>Fund: 641 - WATER</b>		
ENGINEERING	ENGINEERING/DESIGN	5,895.00
<b>Fund 641 - WATER Total:</b>		<b>5,895.00</b>
<b>Vendor 00242 - M.C. SCHAFF &amp; ASSOCIATES, INC Total:</b>		<b>10,170.00</b>
<b>Vendor: 09760 - MACQUEEN EQUIPMENT INC</b>		
<b>Fund: 212 - TRANSPORTATION</b>		
ONE 2020 ELGIN BROOM BEAR ...	EQUIPMENT	214,015.00
<b>Fund 212 - TRANSPORTATION Total:</b>		<b>214,015.00</b>
<b>Fund: 725 - CENTRAL GARAGE</b>		
TRANS STOCK- SWEEPER PARTS	EQUIPMENT MAINTENANCE	258.12
TRANS STOCK- SWEPER PARTS	EQUIPMENT MAINTENANCE	177.43
<b>Fund 725 - CENTRAL GARAGE Total:</b>		<b>435.55</b>
<b>Vendor 09760 - MACQUEEN EQUIPMENT INC Total:</b>		<b>214,450.55</b>
<b>Vendor: 10193 - MAGNET SOLUTIONS INC</b>		
<b>Fund: 631 - WASTEWATER</b>		
SEWER CLAIM	SEWER BACKUP CLAIMS	1,025.00
<b>Fund 631 - WASTEWATER Total:</b>		<b>1,025.00</b>
<b>Vendor 10193 - MAGNET SOLUTIONS INC Total:</b>		<b>1,025.00</b>

Expense Approval Report

Post Dates: 11/17/2020 - 12/7/2020

Description (Payable)	Account Name	Amount
<b>Vendor: 08317 - MATHESON TRI-GAS INC</b>		
<b>Fund: 631 - WASTEWATER</b>		
DEPT SUP	DEPARTMENT SUPPLIES	17.75
		<b>Fund 631 - WASTEWATER Total:</b>
		<b>17.75</b>
<b>Fund: 641 - WATER</b>		
RENT MACHINES	RENT-MACHINES	64.62
		<b>Fund 641 - WATER Total:</b>
		<b>64.62</b>
		<b>Vendor 08317 - MATHESON TRI-GAS INC Total:</b>
		<b>82.37</b>
<b>Vendor: 07628 - MENARDS, INC</b>		
<b>Fund: 111 - GENERAL</b>		
DEPT SUPP PARK	DEPARTMENT SUPPLIES	21.10
GROUND MAINT PARK	GROUNDS MAINTENANCE	20.10
GROUND MAINT PARK	GROUNDS MAINTENANCE	12.67
GROUND MAINT PARK	GROUNDS MAINTENANCE	3.35
GROUND MAINT PARK	GROUNDS MAINTENANCE	27.73
AA AND AAA BATTERIES	DEPARTMENT SUPPLIES	74.95
BLDG MAINT-PD	BUILDING MAINTENANCE	62.82
BLDG MAINT-PD	BUILDING MAINTENANCE	62.82
		<b>Fund 111 - GENERAL Total:</b>
		<b>285.54</b>
<b>Fund: 212 - TRANSPORTATION</b>		
SUPP - CONCRETE MIX	DEPARTMENT SUPPLIES	80.40
		<b>Fund 212 - TRANSPORTATION Total:</b>
		<b>80.40</b>
<b>Fund: 213 - CEMETERY</b>		
DEPT SUPP CEM	DEPARTMENT SUPPLIES	26.95
		<b>Fund 213 - CEMETERY Total:</b>
		<b>26.95</b>
<b>Fund: 631 - WASTEWATER</b>		
EQUIP MAINT	EQUIPMENT MAINTENANCE	39.80
DEPT SUP	DEPARTMENT SUPPLIES	21.98
DEPT SUP	DEPARTMENT SUPPLIES	29.98
DEPT SUP	DEPARTMENT SUPPLIES	5.89
DEPT SUP	DEPARTMENT SUPPLIES	41.94
DEPT SUP	DEPARTMENT SUPPLIES	12.99
		<b>Fund 631 - WASTEWATER Total:</b>
		<b>152.58</b>
<b>Fund: 641 - WATER</b>		
BUILDING MAINT WTR	BUILDING MAINTENANCE	76.99
		<b>Fund 641 - WATER Total:</b>
		<b>76.99</b>
		<b>Vendor 07628 - MENARDS, INC Total:</b>
		<b>622.46</b>
<b>Vendor: 00705 - MIDLANDS NEWSPAPERS, INC</b>		
<b>Fund: 111 - GENERAL</b>		
PUBLICATIONS-PD	PUBLICATIONS	176.80
PUBLICATIONS-PD	PUBLICATIONS	176.80
		<b>Fund 111 - GENERAL Total:</b>
		<b>353.60</b>
<b>Fund: 212 - TRANSPORTATION</b>		
1 YEAR SUBSCRIPTION	PUBLICATIONS	269.15
		<b>Fund 212 - TRANSPORTATION Total:</b>
		<b>269.15</b>
		<b>Vendor 00705 - MIDLANDS NEWSPAPERS, INC Total:</b>
		<b>622.75</b>
<b>Vendor: 00278 - MONUMENT CAR WASH INC</b>		
<b>Fund: 631 - WASTEWATER</b>		
VEHICLE MAINT	VEHICLE MAINTENANCE	31.61
		<b>Fund 631 - WASTEWATER Total:</b>
		<b>31.61</b>
<b>Fund: 641 - WATER</b>		
VEH MAINT	VEHICLE MAINTENANCE	10.00
		<b>Fund 641 - WATER Total:</b>
		<b>10.00</b>
		<b>Vendor 00278 - MONUMENT CAR WASH INC Total:</b>
		<b>41.61</b>

Expense Approval Report

Post Dates: 11/17/2020 - 12/7/2020

Description (Payable)	Account Name	Amount
<b>Vendor: 04082 - NE CHILD SUPPORT PAYMENT CENTER</b>		
Fund: 713 - CASH & INVESTMENT POOL		
NE CHILD SUPPORT PYBLE	CHILD SUPPORT EE PAY	972.10
		Fund 713 - CASH & INVESTMENT POOL Total: 972.10
		Vendor 04082 - NE CHILD SUPPORT PAYMENT CENTER Total: 972.10
<b>Vendor: 00233 - NE DEPT OF ENVIRONMENTAL CONTR</b>		
Fund: 631 - WASTEWATER		
LOAN PAYMENTS	ADMIN COSTS & FEES	913.92
LOAN PAYMENTS	DEBT SERVICE-PRINCIPAL	165,340.84
LOAN PAYMENTS	DEBT SERVICE-INTEREST	3,638.49
		Fund 631 - WASTEWATER Total: 169,893.25
		Vendor 00233 - NE DEPT OF ENVIRONMENTAL CONTR Total: 169,893.25
<b>Vendor: 00797 - NE DEPT OF REVENUE</b>		
Fund: 111 - GENERAL		
TAXES	SALES TAX PAYABLE	560.37
		Fund 111 - GENERAL Total: 560.37
Fund: 621 - ENVIRONMENTAL SERVICES		
TAXES	SALES TAX PAYABLE	65.78
		Fund 621 - ENVIRONMENTAL SERVICES Total: 65.78
Fund: 631 - WASTEWATER		
TAXES	SALES TAX PAYABLE	13,726.69
		Fund 631 - WASTEWATER Total: 13,726.69
Fund: 641 - WATER		
TAXES	SALES TAX PAYABLE	18,130.10
TAXES	DEPARTMENT SUPPLIES	50.60
		Fund 641 - WATER Total: 18,180.70
Fund: 661 - STORMWATER		
TAXES	SALES TAX PAYABLE	691.54
		Fund 661 - STORMWATER Total: 691.54
		Vendor 00797 - NE DEPT OF REVENUE Total: 33,225.08
<b>Vendor: 00402 - NEBRASKA MACHINERY CO</b>		
Fund: 111 - GENERAL		
GROUND MAIN PARK	GROUNDS MAINTENANCE	635.40
GROUND MAINT PARK	GROUNDS MAINTENANCE	447.62
		Fund 111 - GENERAL Total: 1,083.02
Fund: 641 - WATER		
EQUIP MAINT	EQUIPMENT MAINTENANCE	1,121.17
		Fund 641 - WATER Total: 1,121.17
Fund: 725 - CENTRAL GARAGE		
TRANS #979- HANDLE SLIDE	EQUIPMENT MAINTENANCE	18.74
		Fund 725 - CENTRAL GARAGE Total: 18.74
		Vendor 00402 - NEBRASKA MACHINERY CO Total: 2,222.93
<b>Vendor: 00578 - NEBRASKA PUBLIC POWER DISTRICT</b>		
Fund: 111 - GENERAL		
ELECTRIC	ELECTRICITY	288.61
		Fund 111 - GENERAL Total: 288.61
Fund: 631 - WASTEWATER		
ELECTRIC	ELECTRIC POWER	180.62
ELECTRIC	ELECTRIC POWER	12,298.66
		Fund 631 - WASTEWATER Total: 12,479.28
Fund: 641 - WATER		
ELECTRIC	ELECTRIC POWER	3,917.23



Expense Approval Report

Post Dates: 11/17/2020 - 12/7/2020

Description (Payable)	Account Name	Amount
ELECTRIC	ELECTRIC POWER	1,352.07
	<b>Fund 641 - WATER Total:</b>	<b>5,269.30</b>
	<b>Vendor 00578 - NEBRASKA PUBLIC POWER DISTRICT Total:</b>	<b>18,037.19</b>
<b>Vendor: 01785 - NEBRASKA STATEWIDE ARBORETUM</b>		
<b>Fund: 661 - STORMWATER</b>		
MEMBERSHIPS	MEMBERSHIPS	130.00
	<b>Fund 661 - STORMWATER Total:</b>	<b>130.00</b>
	<b>Vendor 01785 - NEBRASKA STATEWIDE ARBORETUM Total:</b>	<b>130.00</b>
<b>Vendor: 04198 - NEBRASKALAND TIRE, INC</b>		
<b>Fund: 725 - CENTRAL GARAGE</b>		
POLICE 1- TIRES	EQUIPMENT MAINTENANCE	147.00
	<b>Fund 725 - CENTRAL GARAGE Total:</b>	<b>147.00</b>
	<b>Vendor 04198 - NEBRASKALAND TIRE, INC Total:</b>	<b>147.00</b>
<b>Vendor: 09409 - NETWORKFLEET, INC</b>		
<b>Fund: 212 - TRANSPORTATION</b>		
GPS SERVICE	DEPARTMENT SUPPLIES	112.14
	<b>Fund 212 - TRANSPORTATION Total:</b>	<b>112.14</b>
<b>Fund: 621 - ENVIRONMENTAL SERVICES</b>		
GPS SERVICES FOR FLEET	CONTRACTUAL SERVICES	112.14
	<b>Fund 621 - ENVIRONMENTAL SERVICES Total:</b>	<b>112.14</b>
<b>Fund: 631 - WASTEWATER</b>		
CONTRACTUAL SVC	CONTRACTUAL SERVICES	48.57
	<b>Fund 631 - WASTEWATER Total:</b>	<b>48.57</b>
<b>Fund: 641 - WATER</b>		
CONTRACTUAL SVC	CONTRACTUAL SERVICES	32.38
	<b>Fund 641 - WATER Total:</b>	<b>32.38</b>
	<b>Vendor 09409 - NETWORKFLEET, INC Total:</b>	<b>305.23</b>
<b>Vendor: 00139 - NORTHWEST PIPE FITTINGS, INC. OF SCOTTSBLUFF</b>		
<b>Fund: 111 - GENERAL</b>		
GROUND MAINT PARK	GROUNDS MAINTENANCE	40.56
GROUND MAINT PARK	GROUNDS MAINTENANCE	62.51
GROUND MAINT PARK	GROUNDS MAINTENANCE	68.66
GROUND MAINT PARK	GROUNDS MAINTENANCE	28.09
	<b>Fund 111 - GENERAL Total:</b>	<b>199.82</b>
<b>Fund: 631 - WASTEWATER</b>		
DEPT SUP	DEPARTMENT SUPPLIES	225.83
	<b>Fund 631 - WASTEWATER Total:</b>	<b>225.83</b>
<b>Fund: 641 - WATER</b>		
DEPT SUP	DEPARTMENT SUPPLIES	197.20
	<b>Fund 641 - WATER Total:</b>	<b>197.20</b>
	<b>Vendor 00139 - NORTHWEST PIPE FITTINGS, INC. OF SCOTTSBLUFF Total:</b>	<b>622.85</b>
<b>Vendor: 08840 - ONE CALL CONCEPTS, INC</b>		
<b>Fund: 212 - TRANSPORTATION</b>		
CONTRACTUAL	CONTRACTUAL SERVICES	67.17
	<b>Fund 212 - TRANSPORTATION Total:</b>	<b>67.17</b>
<b>Fund: 631 - WASTEWATER</b>		
CONTRACTUAL	CONTRACTUAL SERVICES	67.17
	<b>Fund 631 - WASTEWATER Total:</b>	<b>67.17</b>
<b>Fund: 641 - WATER</b>		
CONTRACTUAL	CONTRACTUAL SERVICES	67.17
	<b>Fund 641 - WATER Total:</b>	<b>67.17</b>
	<b>Vendor 08840 - ONE CALL CONCEPTS, INC Total:</b>	<b>201.51</b>

Expense Approval Report

Post Dates: 11/17/2020 - 12/7/2020

Description (Payable)	Account Name	Amount
<b>Vendor: 09218 - PAGE MY CELL LLC</b>		
Fund: 111 - GENERAL		
YEARLY SUBSCRIPTION CELLUL...	CONTRACTUAL SERVICES	600.00
		Fund 111 - GENERAL Total: 600.00
		Vendor 09218 - PAGE MY CELL LLC Total: 600.00
<b>Vendor: 10173 - PAIGE'S POSIES</b>		
Fund: 216 - BUSINESS IMPROVEMENT		
CONTRACT SERVICES - OCT 2020	CONTRACTUAL SERVICES	1,800.00
		Fund 216 - BUSINESS IMPROVEMENT Total: 1,800.00
Fund: 641 - WATER		
CONTRACTUAL SVC	CONTRACTUAL SERVICES	225.00
		Fund 641 - WATER Total: 225.00
Fund: 661 - STORMWATER		
CONTRACTUAL	CONTRACTUAL SERVICES	2,250.00
		Fund 661 - STORMWATER Total: 2,250.00
		Vendor 10173 - PAIGE'S POSIES Total: 4,275.00
<b>Vendor: 00550 - PANHANDLE COOPERATIVE ASSOCIATION</b>		
Fund: 111 - GENERAL		
DEPT FUEL	GASOLINE	54.64
		Fund 111 - GENERAL Total: 54.64
		Vendor 00550 - PANHANDLE COOPERATIVE ASSOCIATION Total: 54.64
<b>Vendor: 00487 - PANHANDLE ENVIRONMENTAL SERVICES INC</b>		
Fund: 641 - WATER		
SAMPLES	SAMPLES	80.00
SAMPLES	SAMPLES	80.00
SAMPLES	SAMPLES	80.00
SAMPLES	SAMPLES	44.00
		Fund 641 - WATER Total: 284.00
		Vendor 00487 - PANHANDLE ENVIRONMENTAL SERVICES INC Total: 284.00
<b>Vendor: 00017 - PANHANDLE HUMANE SOCIETY</b>		
Fund: 111 - GENERAL		
CONTRACTUAL	CONTRACTUAL SERVICES	5,383.65
		Fund 111 - GENERAL Total: 5,383.65
		Vendor 00017 - PANHANDLE HUMANE SOCIETY Total: 5,383.65
<b>Vendor: 10030 - PLATTE RIVER GLASS RODNEY L FLOTH</b>		
Fund: 111 - GENERAL		
VEH MAINT-PD	VEHICLE MAINTENANCE	270.00
		Fund 111 - GENERAL Total: 270.00
		Vendor 10030 - PLATTE RIVER GLASS RODNEY L FLOTH Total: 270.00
<b>Vendor: 01276 - PLATTE VALLEY BANK</b>		
Fund: 713 - CASH & INVESTMENT POOL		
HEALTH SAVINGS ACCOUNT	HSA EE PAYABLE	10,356.50
		Fund 713 - CASH & INVESTMENT POOL Total: 10,356.50
		Vendor 01276 - PLATTE VALLEY BANK Total: 10,356.50
<b>Vendor: 00796 - POWERPLAN</b>		
Fund: 725 - CENTRAL GARAGE		
TRANS 446- CYLINDER	EQUIPMENT MAINTENANCE	89.37
		Fund 725 - CENTRAL GARAGE Total: 89.37
		Vendor 00796 - POWERPLAN Total: 89.37
<b>Vendor: 00471 - PRO OVERHEAD DOOR</b>		
Fund: 631 - WASTEWATER		
BUILDING MAINT	BUILDING MAINTENANCE	109.00
		Fund 631 - WASTEWATER Total: 109.00
		Vendor 00471 - PRO OVERHEAD DOOR Total: 109.00

Expense Approval Report

Post Dates: 11/17/2020 - 12/7/2020

Description (Payable)	Account Name	Amount
<b>Vendor: 00075 - PROTEX CENTRAL, INC.</b>		
Fund: 111 - GENERAL		
BLDG MAINT-PD	BUILDING MAINTENANCE	54.00
BLDG MAINT-PD	BUILDING MAINTENANCE	54.00
		<b>Fund 111 - GENERAL Total: 108.00</b>
		<b>Vendor 00075 - PROTEX CENTRAL, INC. Total: 108.00</b>
 <b>Vendor: 07558 - PRUDENT PUBLISHING CO INC</b>		
Fund: 111 - GENERAL		
DEPT SUPPL-PD	DEPARTMENT SUPPLIES	310.62
		<b>Fund 111 - GENERAL Total: 310.62</b>
		<b>Vendor 07558 - PRUDENT PUBLISHING CO INC Total: 310.62</b>
 <b>Vendor: 07838 - QUADIENT LEASING USA INC</b>		
Fund: 111 - GENERAL		
RENT MACH-PD	RENT-MACHINES	219.56
		<b>Fund 111 - GENERAL Total: 219.56</b>
		<b>Vendor 07838 - QUADIENT LEASING USA INC Total: 219.56</b>
 <b>Vendor: 00266 - QUILL CORPORATION</b>		
Fund: 111 - GENERAL		
DEPT SUPPL-PD	DEPARTMENT SUPPLIES	4.99
DEPT SUPPL-PD	DEPARTMENT SUPPLIES	221.98
DEPT SUPPL-PD	DEPARTMENT SUPPLIES	240.99
DEPT SUPPL-PD	DEPARTMENT SUPPLIES	235.99
INVEST SUPPL-PD	INVESTIGATIVE EXPENSES	59.99
DEPT/INVEST SUPPL-PD	DEPARTMENT SUPPLIES	0.01
DEPT/INVEST SUPPL-PD	DEPARTMENT SUPPLIES	1.00
DEPT/INVEST SUPPL-PD	INVESTIGATIVE EXPENSES	188.92
INVEST SUPPL-PD	INVESTIGATIVE EXPENSES	39.98
DEPT/INVEST SUPPL-PD	DEPARTMENT SUPPLIES	1.00
DEPT/INVEST SUPPL-PD	INVESTIGATIVE EXPENSES	14.79
		<b>Fund 111 - GENERAL Total: 1,009.64</b>
		<b>Vendor 00266 - QUILL CORPORATION Total: 1,009.64</b>
 <b>Vendor: 04089 - REGIONAL CARE INC</b>		
Fund: 812 - HEALTH INSURANCE		
FLEX FUNDING	FLEXIBLE BENFT EXPENSES	329.70
HEALTH INSURANCE PREMIUM -..	PREMIUM EXPENSE	40,073.90
FLEX FUNDING	FLEXIBLE BENFT EXPENSES	482.90
FLEX FUNDING	FLEXIBLE BENFT EXPENSES	384.60
		<b>Fund 812 - HEALTH INSURANCE Total: 41,271.10</b>
		<b>Vendor 04089 - REGIONAL CARE INC Total: 41,271.10</b>
 <b>Vendor: 00364 - REGIONAL WEST MEDICAL CENTER</b>		
Fund: 812 - HEALTH INSURANCE		
HEALTH FAIR - POLICE	CLAIMS EXPENSE	93.00
		<b>Fund 812 - HEALTH INSURANCE Total: 93.00</b>
		<b>Vendor 00364 - REGIONAL WEST MEDICAL CENTER Total: 93.00</b>
 <b>Vendor: 00798 - REGISTER OF DEEDS</b>		
Fund: 213 - CEMETERY		
LEGAL	LEGAL FEES	10.00
LEGAL	LEGAL FEES	10.00
LEGAL	LEGAL FEES	10.00
		<b>Fund 213 - CEMETERY Total: 30.00</b>
		<b>Vendor 00798 - REGISTER OF DEEDS Total: 30.00</b>

Expense Approval Report

Post Dates: 11/17/2020 - 12/7/2020

Description (Payable)	Account Name	Amount
<b>Vendor: 00366 - ROOSEVELT PUBLIC POWER DISTRICT</b>		
<b>Fund: 641 - WATER</b>		
PUMPING POWER	ELECTRIC POWER	1,786.65
		<b>Fund 641 - WATER Total: 1,786.65</b>
		<b>Vendor 00366 - ROOSEVELT PUBLIC POWER DISTRICT Total: 1,786.65</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: 6,383.33</b>
		<b>Vendor 09997 - RURAL HEALTH DEVELOPMENT, INC. Total: 6,383.33</b>
<b>Vendor: 00026 - S M E C</b>		
<b>Fund: 713 - CASH &amp; INVESTMENT POOL</b>		
EMPLOYEE DEDUCTON	SMEC EE PAYABLE	123.50
		<b>Fund 713 - CASH &amp; INVESTMENT POOL Total: 123.50</b>
		<b>Vendor 00026 - S M E C Total: 123.50</b>
<b>Vendor: 00257 - SANDBERG IMPLEMENT, INC</b>		
<b>Fund: 111 - GENERAL</b>		
EQUIP MAINT PARK	EQUIPMENT MAINTENANCE	164.96
EQUIP MAINT PARK	EQUIPMENT MAINTENANCE	189.48
		<b>Fund 111 - GENERAL Total: 354.44</b>
<b>Fund: 213 - CEMETERY</b>		
DEPT SUPP CEM	DEPARTMENT SUPPLIES	1.63
		<b>Fund 213 - CEMETERY Total: 1.63</b>
		<b>Vendor 00257 - SANDBERG IMPLEMENT, INC Total: 356.07</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	300.00
		<b>Fund 713 - CASH &amp; INVESTMENT POOL Total: 300.00</b>
		<b>Vendor 02531 - SCB FIREFIGHTERS UNION LOCAL 1454 Total: 300.00</b>
<b>Vendor: 09759 - SCOTTIES POTTIES INC</b>		
<b>Fund: 111 - GENERAL</b>		
CONTRACTUAL	CONTRACTUAL SERVICES	360.00
CONTRACTUAL	CONTRACTUAL SERVICES	360.00
		<b>Fund 111 - GENERAL Total: 720.00</b>
		<b>Vendor 09759 - SCOTTIES POTTIES INC Total: 720.00</b>
<b>Vendor: 00852 - SCOTTS BLUFF COUNTY COURT</b>		
<b>Fund: 111 - GENERAL</b>		
LEGAL FEES-PD	LEGAL FEES	180.00
		<b>Fund 111 - GENERAL Total: 180.00</b>
		<b>Vendor 00852 - SCOTTS BLUFF COUNTY COURT Total: 180.00</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	1,053.00
		<b>Fund 713 - CASH &amp; INVESTMENT POOL Total: 1,053.00</b>
		<b>Vendor 00273 - SCOTTSBLUFF POLICE OFFICERS ASSOCIATION Total: 1,053.00</b>
<b>Vendor: 01271 - SCOTTSBLUFF SCREENPRINTING &amp; EMBROIDERY, LLC</b>		
<b>Fund: 111 - GENERAL</b>		
SCREENPRINTING FOR UNIFOR...	UNIFORMS & CLOTHING	656.25
		<b>Fund 111 - GENERAL Total: 656.25</b>
		<b>Vendor 01271 - SCOTTSBLUFF SCREENPRINTING &amp; EMBROIDERY, LLC Total: 656.25</b>

Expense Approval Report

Post Dates: 11/17/2020 - 12/7/2020

Description (Payable)	Account Name	Amount
<b>Vendor: 00786 - SHERWIN WILLIAMS</b>		
<b>Fund: 212 - TRANSPORTATION</b>		
SUPP FOR SIGN SHOP	DEPARTMENT SUPPLIES	56.27
		<b>Fund 212 - TRANSPORTATION Total: 56.27</b>
		<b>Vendor 00786 - SHERWIN WILLIAMS Total: 56.27</b>
<b>Vendor: 01031 - SIMON CONTRACTORS</b>		
<b>Fund: 111 - GENERAL</b>		
GROUND MAINT PARK	GROUNDS MAINTENANCE	165.00
		<b>Fund 111 - GENERAL Total: 165.00</b>
<b>Fund: 213 - CEMETERY</b>		
DEPT SUPP CEM	DEPARTMENT SUPPLIES	540.00
		<b>Fund 213 - CEMETERY Total: 540.00</b>
		<b>Vendor 01031 - SIMON CONTRACTORS Total: 705.00</b>
<b>Vendor: 00513 - SNELL SERVICES INC.</b>		
<b>Fund: 111 - GENERAL</b>		
Bldg. Main.	BUILDING MAINTENANCE	1,830.00
Bldg. Main.	BUILDING MAINTENANCE	224.00
		<b>Fund 111 - GENERAL Total: 2,054.00</b>
		<b>Vendor 00513 - SNELL SERVICES INC. Total: 2,054.00</b>
<b>Vendor: 09663 - SOUNDSLEEPER SECURITY INC.</b>		
<b>Fund: 111 - GENERAL</b>		
CONTRACTUAL-PD	CONTRACTUAL SERVICES	14.95
		<b>Fund 111 - GENERAL Total: 14.95</b>
		<b>Vendor 09663 - SOUNDSLEEPER SECURITY INC. Total: 14.95</b>
<b>Vendor: 10189 - STAMPER SIDING &amp; CONSTRUCTION</b>		
<b>Fund: 621 - ENVIRONMENTAL SERVICES</b>		
DUMPSTER BOTTOMS FOR 8 C...	DEPARTMENT SUPPLIES	1,800.00
		<b>Fund 621 - ENVIRONMENTAL SERVICES Total: 1,800.00</b>
		<b>Vendor 10189 - STAMPER SIDING &amp; CONSTRUCTION Total: 1,800.00</b>
<b>Vendor: 00054 - STATE HEALTH LAB</b>		
<b>Fund: 641 - WATER</b>		
SAMPLES	SAMPLES	306.00
		<b>Fund 641 - WATER Total: 306.00</b>
		<b>Vendor 00054 - STATE HEALTH LAB Total: 306.00</b>
<b>Vendor: 01235 - STATE OF NE.</b>		
<b>Fund: 111 - GENERAL</b>		
CONTRACTUAL-PD	CONTRACTUAL SERVICES	525.00
CONTRACTUAL-PD	CONTRACTUAL SERVICES	525.00
		<b>Fund 111 - GENERAL Total: 1,050.00</b>
		<b>Vendor 01235 - STATE OF NE. Total: 1,050.00</b>
<b>Vendor: 01493 - STEVE'S TRUCK &amp; EQUIPMENT INC</b>		
<b>Fund: 725 - CENTRAL GARAGE</b>		
PARKS 343- PUMP REPARIS	EQUIPMENT MAINTENANCE	50.00
		<b>Fund 725 - CENTRAL GARAGE Total: 50.00</b>
		<b>Vendor 01493 - STEVE'S TRUCK &amp; EQUIPMENT INC Total: 50.00</b>
<b>Vendor: 01753 - THE ABY MANUFACTURING GROUP, INC</b>		
<b>Fund: 111 - GENERAL</b>		
UNIFORMS-PD	UNIFORMS & CLOTHING	20.50
		<b>Fund 111 - GENERAL Total: 20.50</b>
		<b>Vendor 01753 - THE ABY MANUFACTURING GROUP, INC Total: 20.50</b>
<b>Vendor: 01325 - THE PEAVEY CORP</b>		
<b>Fund: 111 - GENERAL</b>		
INVEST SUPPL-PD	INVESTIGATIVE EXPENSES	150.90
INVEST SUPPL-PD	INVESTIGATIVE EXPENSES	272.00

Expense Approval Report

Post Dates: 11/17/2020 - 12/7/2020

Description (Payable)	Account Name	Amount
INVEST SUPPL-PD	INVESTIGATIVE EXPENSES	175.00
		<b>Fund 111 - GENERAL Total: 597.90</b>
		<b>Vendor 01325 - THE PEAVEY CORP Total: 597.90</b>
<b>Vendor: 08002 - TOYOTA MOTOR CREDIT CORPORATION</b>		
<b>Fund: 218 - PUBLIC SAFETY</b>		
HIDTA CAR LEASE-PD	DEPARTMENT SUPPLIES	343.53
		<b>Fund 218 - PUBLIC SAFETY Total: 343.53</b>
<b>Vendor 08002 - TOYOTA MOTOR CREDIT CORPORATION Total: 343.53</b>		
<b>Vendor: 08821 - TYLER TECHNOLOGIES, INC</b>		
<b>Fund: 621 - ENVIRONMENTAL SERVICES</b>		
FEE - ONLINE UB 12/1/20 - 12/3...CONTRACTUAL SERVICES		116.00
		<b>Fund 621 - ENVIRONMENTAL SERVICES Total: 116.00</b>
<b>Fund: 631 - WASTEWATER</b>		
FEE - ONLINE UB 12/1/20 - 12/3...CONTRACTUAL SERVICES		116.00
		<b>Fund 631 - WASTEWATER Total: 116.00</b>
<b>Fund: 641 - WATER</b>		
FEE - ONLINE UB 12/1/20 - 12/3...CONTRACTUAL SERVICES		116.00
		<b>Fund 641 - WATER Total: 116.00</b>
<b>Vendor 08821 - TYLER TECHNOLOGIES, INC Total: 348.00</b>		
<b>Vendor: 09865 - UNION BANK &amp; TRUST</b>		
<b>Fund: 713 - CASH &amp; INVESTMENT POOL</b>		
RETIREMENT	REGULAR RETIRE EE PAY	7,540.68
RETIREMENT	REGULAR RETIRE EE PAY	7,819.80
RETIREMENT	DEFERRED COMP EE PAY	390.00
RETIREMENT	DEFERRED COMP EE PAY	1,732.62
RETIREMENT	RETIRE FIRE EE PAYABLE	5,511.45
RETIREMENT	RETIRE FIRE EE PAYABLE	2,920.73
RETIREMENT	RETIRE POLICE EE PAY	6,869.18
RETIREMENT	RETIRE POLICE EE PAY	6,425.21
		<b>Fund 713 - CASH &amp; INVESTMENT POOL Total: 39,209.67</b>
<b>Vendor 09865 - UNION BANK &amp; TRUST Total: 39,209.67</b>		
<b>Vendor: 09840 - UNITED STATES WELDING</b>		
<b>Fund: 621 - ENVIRONMENTAL SERVICES</b>		
CO2 TANK RENTAL	CONTRACTUAL SERVICES	44.41
		<b>Fund 621 - ENVIRONMENTAL SERVICES Total: 44.41</b>
<b>Vendor 09840 - UNITED STATES WELDING Total: 44.41</b>		
<b>Vendor: 08828 - US BANK</b>		
<b>Fund: 111 - GENERAL</b>		
DEPT SUPP PARK	DEPARTMENT SUPPLIES	411.39
PORTABLE FOUR-GAS MONITOR	DEPARTMENT SUPPLIES	118.99
FUEL FOR TRAVEL FROM PEER ...	GASOLINE	6.31
FUEL FOR TRAVEL FROM PEER ...	GASOLINE	26.81
HOTEL FOR PEER SUPPORT TRA...	SCHOOL & CONFERENCE	354.95
DEPT SUPP PARK	DEPARTMENT SUPPLIES	249.95
SCHOOLS & CONF-PD	SCHOOL & CONFERENCE	763.61
SCHOOLS & CONF-PD	SCHOOL & CONFERENCE	113.04
SCHOOLS & CONF-PD	SCHOOL & CONFERENCE	113.04
SUCTION UNIT AND CONTAINE...	DEPARTMENT SUPPLIES	678.08
DEPT SUPP PARK	DEPARTMENT SUPPLIES	103.88
GASOLINE-PD	GASOLINE	31.11
DEPT SUPPL-PD	DEPARTMENT SUPPLIES	30.98
SCHOOLS & CONF-PD	SCHOOL & CONFERENCE	480.00
Cont. Svcs.	CONTRACTUAL SERVICES	12.99
ANNUAL GOVT. GAAP UPDATE	SCHOOL & CONFERENCE	180.00
CAR SEAT TECHNICIAN CLASS - ...	SCHOOL & CONFERENCE	95.00
CAR SEAT TECHNICIAN CLASS - ...	SCHOOL & CONFERENCE	95.00

Expense Approval Report

Post Dates: 11/17/2020 - 12/7/2020

Description (Payable)	Account Name	Amount
SCHOOLS & CONF-PD	SCHOOL & CONFERENCE	21.38
DEPT SUPP ADM	DEPARTMENT SUPPLIES	160.39
TYLER BUSINESS FORMS - YE TA...	DEPARTMENT SUPPLIES	186.68
SCHOOLS & CONF-PD	SCHOOL & CONFERENCE	1,282.27
SCHOOLS & CONF-PD	SCHOOL & CONFERENCE	1,282.27
SCHOOLS & CONF-PD	SCHOOL & CONFERENCE	127.53
SCHOOLS & CONF-PD	SCHOOL & CONFERENCE	127.53
INVEST SUPPL-PD	INVESTIGATIVE EXPENSES	25.59
GALLON JUGS FOR VEHICLE FLU...	DEPARTMENT SUPPLIES	29.99
AUTOMATED EXTERNAL DEFIBR...	DEPARTMENT SUPPLIES	258.00
CERTIFIED RETURN RECEIPT MA...	POSTAGE	21.00
SCHOOLS & CONF-PD	SCHOOL & CONFERENCE	348.00
LB 424 LAND BANK SESSION	SCHOOL & CONFERENCE	100.00
INVEST SUPPL-PD	INVESTIGATIVE EXPENSES	47.99
INVEST SUPPL-PD	INVESTIGATIVE EXPENSES	47.99
<b>Fund 111 - GENERAL Total:</b>		<b>7,931.74</b>
<b>Fund: 224 - ECONOMIC DEVELOPMENT</b>		
DEPT SUPP ED	DEPARTMENT SUPPLIES	20.00
<b>Fund 224 - ECONOMIC DEVELOPMENT Total:</b>		<b>20.00</b>
<b>Fund: 621 - ENVIRONMENTAL SERVICES</b>		
INK FOR PRINTER	DEPARTMENT SUPPLIES	122.96
WALL LIGHTS	BUILDING MAINTENANCE	183.69
<b>Fund 621 - ENVIRONMENTAL SERVICES Total:</b>		<b>306.65</b>
<b>Fund: 661 - STORMWATER</b>		
MEMBERSHIPS	MEMBERSHIPS	148.00
<b>Fund 661 - STORMWATER Total:</b>		<b>148.00</b>
<b>Vendor 08828 - US BANK Total:</b>		<b>8,406.39</b>
<b>Vendor: 10177 - WAKEFIELD &amp; ASSOCIATES INC</b>		
<b>Fund: 713 - CASH &amp; INVESTMENT POOL</b>		
WAGE ATTACHMENT	WAGE ATTACHMENT EE PAY	241.60
<b>Fund 713 - CASH &amp; INVESTMENT POOL Total:</b>		<b>241.60</b>
<b>Vendor 10177 - WAKEFIELD &amp; ASSOCIATES INC Total:</b>		<b>241.60</b>
<b>Vendor: 03709 - WYOMING CHILD SUPPORT ENFORCEMENT</b>		
<b>Fund: 713 - CASH &amp; INVESTMENT POOL</b>		
CHILD SUPPORT	CHILD SUPPORT EE PAY	738.08
<b>Fund 713 - CASH &amp; INVESTMENT POOL Total:</b>		<b>738.08</b>
<b>Vendor 03709 - WYOMING CHILD SUPPORT ENFORCEMENT Total:</b>		<b>738.08</b>
<b>Vendor: 07239 - WYOMING FIRST AID &amp; SAFETY SUPPLY, LLC</b>		
<b>Fund: 212 - TRANSPORTATION</b>		
FIRST AID KIT SUPPLIES	DEPARTMENT SUPPLIES	52.13
<b>Fund 212 - TRANSPORTATION Total:</b>		<b>52.13</b>
<b>Fund: 621 - ENVIRONMENTAL SERVICES</b>		
FIRST AID KIT REFILL	DEPARTMENT SUPPLIES	19.17
FIRST AID KIT REFILL	DEPARTMENT SUPPLIES	77.10
<b>Fund 621 - ENVIRONMENTAL SERVICES Total:</b>		<b>96.27</b>
<b>Fund: 725 - CENTRAL GARAGE</b>		
CG- FIRST AID KIT REFILL	DEPARTMENT SUPPLIES	17.67
<b>Fund 725 - CENTRAL GARAGE Total:</b>		<b>17.67</b>
<b>Vendor 07239 - WYOMING FIRST AID &amp; SAFETY SUPPLY, LLC Total:</b>		<b>166.07</b>
<b>Grand Total:</b>		<b>767,287.28</b>

## Report Summary

## Fund Summary

Fund	Expense Amount	Payment Amount
111 - GENERAL	52,377.00	560.37
212 - TRANSPORTATION	218,008.87	0.00
213 - CEMETERY	673.11	0.00
215 - SPECIAL PROJECTS	99.96	0.00
216 - BUSINESS IMPROVEMENT	1,800.00	0.00
218 - PUBLIC SAFETY	343.53	0.00
224 - ECONOMIC DEVELOPMENT	6,478.21	0.00
225 - MUTUAL FIRE	11,376.80	0.00
621 - ENVIRONMENTAL SERVICES	49,012.81	65.78
631 - WASTEWATER	210,537.67	13,726.69
641 - WATER	52,227.94	18,180.70
661 - STORMWATER	3,257.43	691.54
713 - CASH & INVESTMENT POOL	116,645.92	116,645.92
721 - GIS SERVICES	430.83	0.00
725 - CENTRAL GARAGE	2,653.10	0.00
812 - HEALTH INSURANCE	41,364.10	1,197.20
<b>Grand Total:</b>	<b>767,287.28</b>	<b>151,068.20</b>

## Account Summary

Account Number	Account Name	Expense Amount	Payment Amount
111-21311	SALES TAX PAYABLE	560.37	560.37
111-52111-111	DEPARTMENT SUPPLIES	330.38	0.00
111-52111-112	DEPARTMENT SUPPLIES	16.00	0.00
111-52111-113	DEPARTMENT SUPPLIES	80.82	0.00
111-52111-114	DEPARTMENT SUPPLIES	160.39	0.00
111-52111-121	DEPARTMENT SUPPLIES	248.98	0.00
111-52111-141	DEPARTMENT SUPPLIES	2,074.01	0.00
111-52111-142	DEPARTMENT SUPPLIES	1,254.60	0.00
111-52111-151	DEPARTMENT SUPPLIES	305.23	0.00
111-52111-171	DEPARTMENT SUPPLIES	1,045.80	0.00
111-52121-141	JANITORIAL SUPPLIES	42.55	0.00
111-52121-142	JANITORIAL SUPPLIES	42.55	0.00
111-52121-151	JANITORIAL SUPPLIES	341.87	0.00
111-52163-142	INVESTIGATIVE EXPENSES	1,046.14	0.00
111-52181-141	UNIFORMS & CLOTHING	656.25	0.00
111-52181-142	UNIFORMS & CLOTHING	606.47	0.00
111-52211-141	PUBLICATIONS	176.80	0.00
111-52211-142	PUBLICATIONS	176.80	0.00
111-52222-151	BOOKS	620.48	0.00
111-52223-151	PROGRAMMING	380.52	0.00
111-52311-121	MEMBERSHIPS	145.00	0.00
111-52411-111	POSTAGE	0.55	0.00
111-52411-141	POSTAGE	33.08	0.00
111-52411-142	POSTAGE	34.90	0.00
111-52511-121	GASOLINE	54.64	0.00
111-52511-141	GASOLINE	33.12	0.00
111-52511-142	GASOLINE	31.11	0.00
111-53111-116	CONTRACTUAL SERVICES	2,516.00	0.00
111-53111-121	CONTRACTUAL SERVICES	4,275.00	0.00
111-53111-141	CONTRACTUAL SERVICES	600.00	0.00
111-53111-142	CONTRACTUAL SERVICES	8,214.60	0.00
111-53111-151	CONTRACTUAL SERVICES	522.99	0.00
111-53111-171	CONTRACTUAL SERVICES	720.00	0.00
111-53211-142	LEGAL FEES	180.00	0.00
111-53421-141	BUILDING MAINTENANCE	133.57	0.00
111-53421-142	BUILDING MAINTENANCE	133.57	0.00
111-53421-151	BUILDING MAINTENANCE	3,400.00	0.00



## Account Summary

Account Number	Account Name	Expense Amount	Payment Amount
111-53421-171	BUILDING MAINTENANCE	48.86	0.00
111-53441-171	EQUIPMENT MAINTENAN...	524.48	0.00
111-53451-142	VEHICLE MAINTENANCE	270.00	0.00
111-53451-171	VEHICLE MAINTENANCE	-5.10	0.00
111-53471-171	GROUNDS MAINTENANCE	1,607.49	0.00
111-53511-172	ELECTRICITY	288.61	0.00
111-53521-111	HEATING FUEL	301.29	0.00
111-53521-141	HEATING FUEL	155.50	0.00
111-53521-142	HEATING FUEL	255.21	0.00
111-53521-151	HEATING FUEL	307.38	0.00
111-53521-171	HEATING FUEL	269.12	0.00
111-53521-172	HEATING FUEL	31.33	0.00
111-53561-111	PHONE & INTERNET	244.78	0.00
111-53561-112	PHONE & INTERNET	74.84	0.00
111-53561-114	PHONE & INTERNET	35.31	0.00
111-53561-115	PHONE & INTERNET	38.61	0.00
111-53561-116	PHONE & INTERNET	160.00	0.00
111-53561-121	PHONE & INTERNET	146.04	0.00
111-53561-141	PHONE & INTERNET	333.73	0.00
111-53561-142	PHONE & INTERNET	2,490.20	0.00
111-53561-151	PHONE & INTERNET	437.55	0.00
111-53561-171	PHONE & INTERNET	301.49	0.00
111-53561-172	PHONE & INTERNET	31.00	0.00
111-53571-141	CELLULAR PHONE	313.92	0.00
111-53631-142	RENT-MACHINES	219.56	0.00
111-53711-111	SCHOOL & CONFERENCE	280.00	0.00
111-53711-141	SCHOOL & CONFERENCE	544.95	0.00
111-53711-142	SCHOOL & CONFERENCE	5,858.67	0.00
111-54391-171	PATHWAY	5,617.04	0.00
212-52111-212	DEPARTMENT SUPPLIES	1,483.45	0.00
212-52211-212	PUBLICATIONS	269.15	0.00
212-53111-212	CONTRACTUAL SERVICES	89.85	0.00
212-53441-212	EQUIPMENT MAINTENAN...	145.06	0.00
212-53521-212	HEATING FUEL	702.42	0.00
212-53561-212	PHONE & INTERNET	427.93	0.00
212-53821-212	PROP & EQUIP INSURANCE	876.01	0.00
212-54411-212	EQUIPMENT	214,015.00	0.00
213-52111-213	DEPARTMENT SUPPLIES	568.58	0.00
213-53211-213	LEGAL FEES	30.00	0.00
213-53561-213	PHONE & INTERNET	74.53	0.00
215-52111-142	DEPARTMENT SUPPLIES	99.96	0.00
216-53111-212	CONTRACTUAL SERVICES	1,800.00	0.00
218-52111-142	DEPARTMENT SUPPLIES	343.53	0.00
224-52111-113	DEPARTMENT SUPPLIES	20.00	0.00
224-53561-113	PHONE & INTERNET	74.88	0.00
224-59111-114	ECONOMIC DEVELOPME...	6,383.33	0.00
225-52111-141	DEPARTMENT SUPPLIES	11,376.80	0.00
621-21311	SALES TAX PAYABLE	65.78	65.78
621-52111-621	DEPARTMENT SUPPLIES	3,219.15	0.00
621-53111-621	CONTRACTUAL SERVICES	295.23	0.00
621-53193-621	DISPOSAL FEES	42,846.86	0.00
621-53421-621	BUILDING MAINTENANCE	183.69	0.00
621-53451-621	VEHICLE MAINTENANCE	1,924.95	0.00
621-53521-621	HEATING FUEL	307.38	0.00
621-53561-621	PHONE & INTERNET	169.77	0.00
631-21311	SALES TAX PAYABLE	13,726.69	13,726.69
631-52111-631	DEPARTMENT SUPPLIES	503.40	0.00
631-52411-631	POSTAGE	22.10	0.00

## Account Summary

Account Number	Account Name	Expense Amount	Payment Amount
631-53111-631	CONTRACTUAL SERVICES	12,328.29	0.00
631-53195-631	ADMIN COSTS & FEES	913.92	0.00
631-53421-631	BUILDING MAINTENANCE	109.00	0.00
631-53441-631	EQUIPMENT MAINTENAN...	219.80	0.00
631-53451-631	VEHICLE MAINTENANCE	31.61	0.00
631-53466-631	SEWER BACKUP CLAIMS	1,025.00	0.00
631-53531-631	ELECTRIC POWER	12,479.28	0.00
631-53561-631	PHONE & INTERNET	162.75	0.00
631-57110-631	DEBT SERVICE-PRINCIPAL	165,340.84	0.00
631-57115-631	DEBT SERVICE-INTEREST	3,638.49	0.00
631-59211-631	LICENSE/PERMITS	36.50	0.00
641-21311	SALES TAX PAYABLE	18,130.10	18,130.10
641-52111-641	DEPARTMENT SUPPLIES	1,386.71	50.60
641-52117-641	SAMPLES	725.00	0.00
641-52411-641	POSTAGE	129.60	0.00
641-52611-641	CHEMICALS	4,454.25	0.00
641-53111-641	CONTRACTUAL SERVICES	12,205.60	0.00
641-53421-641	BUILDING MAINTENANCE	76.99	0.00
641-53441-641	EQUIPMENT MAINTENAN...	1,778.06	0.00
641-53451-641	VEHICLE MAINTENANCE	10.00	0.00
641-53521-641	HEATING FUEL	130.59	0.00
641-53531-641	ELECTRIC POWER	7,055.95	0.00
641-53561-641	PHONE & INTERNET	185.47	0.00
641-53631-641	RENT-MACHINES	64.62	0.00
641-54212-641	ENGINEERING/DESIGN	5,895.00	0.00
661-21311	SALES TAX PAYABLE	691.54	691.54
661-52111-661	DEPARTMENT SUPPLIES	3.60	0.00
661-52311-661	MEMBERSHIPS	278.00	0.00
661-53111-661	CONTRACTUAL SERVICES	2,250.00	0.00
661-53561-661	PHONE & INTERNET	34.29	0.00
713-21512	MEDICARE W/H EE PAYAB...	8,166.50	8,166.50
713-21513	FICA W/H EE PAYABLE	29,909.52	29,909.52
713-21514	FED W/H EE PAYABLE	25,526.75	25,526.75
713-21517	POL UNION DUES EE PAY	1,053.00	1,053.00
713-21518	FIRE UNION DUES EE PAY	300.00	300.00
713-21523	LIFE INS EE PAYABLE	22.75	22.75
713-21524	SMEC EE PAYABLE	123.50	123.50
713-21527	WAGE ATTACHMENT EE ...	241.60	241.60
713-21528	REGULAR RETIRE EE PAY	15,360.48	15,360.48
713-21529	DEFERRED COMP EE PAY	2,122.62	2,122.62
713-21531	RETIRE FIRE EE PAYABLE	8,432.18	8,432.18
713-21533	RETIRE POLICE EE PAY	13,294.39	13,294.39
713-21534	DIS INC INS EE PAYABLE	25.95	25.95
713-21539	CHILD SUPPORT EE PAY	1,710.18	1,710.18
713-21541	HSA EE PAYABLE	10,356.50	10,356.50
721-52111-721	DEPARTMENT SUPPLIES	395.25	0.00
721-53561-721	PHONE & INTERNET	35.58	0.00
725-52111-725	DEPARTMENT SUPPLIES	159.91	0.00
725-53111-725	CONTRACTUAL SERVICES	11.34	0.00
725-53441-725	EQUIPMENT MAINTENAN...	2,047.08	0.00
725-53451-725	VEHICLE MAINTENANCE	208.98	0.00
725-53521-725	HEATING FUEL	190.79	0.00
725-53561-725	PHONE & INTERNET	35.00	0.00
812-53861-112	PREMIUM EXPENSE	40,073.90	0.00
812-53862-112	CLAIMS EXPENSE	93.00	0.00
812-53863-112	FLEXIBLE BENFT EXPENSES	1,197.20	1,197.20
	<b>Grand Total:</b>	<b>767,287.28</b>	<b>151,068.20</b>

**Project Account Summary**

<b>Project Account Key</b>	<b>Expense Amount</b>	<b>Payment Amount</b>
**None**	758,660.86	151,068.20
2122852111	99.96	0.00
21852111142	343.53	0.00
6002052111	3.60	0.00
6002052311	278.00	0.00
6002053111	2,250.00	0.00
6002053561	34.29	0.00
7000354391	5,617.04	0.00
<b>Grand Total:</b>	<b>767,287.28</b>	<b>151,068.20</b>

## UTILITY REFUND 12-7-2020

Account #	Contact	Service Address	Refund Amount
<a href="#">040-6625-01</a>	TRAILS WEST PAVILLION	1908 S BELTLINE HWY W SCOTTSBLUFF NE 69361	391.81
1			\$391.81

# **City of Scottsbluff, Nebraska**

**Monday, December 7, 2020**

**Regular Meeting**

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

**Council to conduct a public hearing set for this date at 6:00 p.m. for the purpose of reviewing and obtaining comment on a Redevelopment Plan submitted by YOLO Properties, LLC for the YOLO Properties Carwash Project.**

**Staff Contact: Rick Kuckkahn, Interim City Manager**

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

Attorneys at Law

Rick L. Ediger  
Steven W. Olsen  
Kent A. Hadenfeldt  
John L. Selzer  
Adam A. Hoelsing  
Elizabeth A. Stobel  
Megan A. Dockery  
Amy N. Leininger\*  
\*Only admitted in Wyoming

1502 Second Avenue  
Scottsbluff, Nebraska 69361-3174  
(308) 632-3811  
Fax (308) 635-0907

Website: [www.simmonsolsen.com](http://www.simmonsolsen.com)  
E-mail: [jlselzer@simmonsolsen.com](mailto:jlselzer@simmonsolsen.com)

Howard P. Olsen, Jr., Of Counsel  
John A. Selzer, Of Counsel  
Steven C. Smith, Of Counsel

Robert G. Simmons, Jr. (1918-1998)

ALLIANCE OFFICE  
129 East 5th Street  
Alliance, NE 69301  
(308) 761-047

Please Direct All  
Correspondence  
To Scottsbluff Office

---

To: City of Scottsbluff City Council  
From: John L. Selzer, Deputy City Attorney  
Date: November 28, 2020  
Re: YOLO Properties Carwash Project

---

**Introduction:** At your December 7, 2020 meeting, you will consider a resolution regarding the Redevelopment Plan for the YOLO Properties Carwash Project submitted by YOLO Properties LLC (the “Plan” and the “Project”).

## **Standards of Review:**

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

The Project Site is described as an approximately one acre parcel lying directly south of W. 29<sup>th</sup> Street and directly west of the property located at 2822 Avenue I in Scottsbluff, Nebraska.

According to the 2016 Scottsbluff Comprehensive Plan, the Project Site is in the Northwest District and in an Automobile Commercial Neighborhood. One of the principles for sustainable development for the Northwest District is to encourage new development to be contiguous with existing development. The Automobile Commercial Neighborhoods contemplate daytime and nighttime activity, a wide variety of building types and sizes, and C-2 and C-3 as appropriate zones. The Redeveloper’s development of the Project Site is consistent with the Comprehensive Plan.

The Project Site is currently zoned as agricultural. Thus, the Project Site will need to re-zoned as commercial. The Project Site is in a primarily commercial district, with the exception of R-1A immediately to the east. As noted above, the Comprehensive Plan contemplates that appropriate zones for this area include C-2 and C-3. Approval of the Redevelopment Plan does not approve any zoning changes. The Redeveloper must go through the proper procedure for rezoning, independently of the process for obtaining approval for this Redevelopment 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 proposed Project is in an area that has previously been designated as blighted and substandard and in need of redevelopment.

**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 3 of the Plan.

**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  
CRA Plan Resolution  
CRA Cost Benefit Analysis  
Proposed City Council Resolution

**CITY OF SCOTTSBLUFF REDEVELOPMENT PLAN**  
*YOLO Properties Carwash*

**TABLE OF CONTENTS**

<b><u>Section</u></b>	<b><u>Page</u></b>
<b>1. Introduction/Executive Summary .....</b>	<b>1</b>
<b>2. Blighted and Substandard Condition of Project Site .....</b>	<b>1</b>
<b>3. Statutory Elements.....</b>	<b>1</b>
<b>4. Conformity to General Plan of the City.....</b>	<b>2</b>
<b>5. Proposed Financing.....</b>	<b>3</b>
<b>6. Implementation of Plan.....</b>	<b>4</b>

**Attachments**

**Attachment 1:** *Blighted and Substandard Map*

**Attachment 2:** *Map of Project Site*

**Attachment 3:** *Current Land Use Map*

**Attachment 4:** *Renderings of Facility*

**Attachment 5:** *Site Plan*

**Attachment 6:** *Zoning Map*

**Attachment 7:** *Excerpts from Comprehensive Plan*

**Attachment 8:** *Proposed Cost-Benefit Analysis*



**CITY OF SCOTTSBLUFF REDEVELOPMENT PLAN**  
***YOLO Properties Carwash***

**1. Introduction/Executive Summary**

YOLO Properties 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”), according to the Nebraska Community Development Law, NEB. REV. STAT. § 18-2101 *et seq.*

Under this Plan, the Redeveloper proposes to develop the “Project Site” into a high performance tunnel car wash facility (the “Project”). 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)**

The City has declared the Project Site and surrounding areas as blighted and substandard as defined in the Nebraska Community Development Law. *See* Attachment 1.

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

- A. *Boundaries of the Project Site:*** The Project Site is described as an approximately one acre parcel lying directly south of W. 29<sup>th</sup> Street and directly west of the property located at 2822 Avenue I in Scottsbluff, Nebraska. An aerial map of the Project Site is attached as Attachment 2.
- B. *Land Acquisition:*** The Redeveloper has a purchase agreement for purchasing the Project Site which is contingent on the Redeveloper obtaining financing.
- C. *Land Uses:*** See Attachment 3 for existing land uses of the area surrounding the Project Site. The Project Site will be used as a high performance tunnel car wash facility. Renderings of the facility are attached as Attachment 4.
- D. *Land Coverage, and Building Intensities:*** The Project Site is approximately 46,640 square feet. The building will be 5,112 square feet (10.96% of the Project Site). The concrete parking and sidewalk will be 24,856 square feet (53.29% of the Project Site). See the Site Plan attached as Attachment 5.
- E. *Site Plan:*** See Attachment 5.
- F. *Existing Uses and Condition:*** The Project Site is currently vacant, undeveloped land.
- G. *Demolition and Removal of Structures:*** None
- H. *Population Densities:*** The Plan does not contemplate a change in population densities around the Project Site.

- I. Zoning Changes:** The Project Site is zoned as agricultural. Thus, the Project Site will need to re-zoned as commercial. The Project Site is in a primarily commercial district, with the exception of R-1A immediately to the east. See Attachment 6. Approval of the Redevelopment Plan does not approve any zoning changes. The Redeveloper must go through the proper procedure for rezoning, independently of the process for obtaining approval for this Redevelopment Plan.
- J. Additional Public Facilities and Utilities:** A sewer line will need to be extended through the adjacent property along 29<sup>th</sup> Street for approximately 40 feet.
- 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:** The Project Site will need to be platted to divide the Project Site into a single, independent lot. No other 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 2016 Scottsbluff Comprehensive Plan, the Project Site is in the Northwest District and in an Automobile Commercial Neighborhood. One of the principles for sustainable development for the Northwest District is to encourage new development to be contiguous with existing development. The Automobile Commercial Neighborhoods contemplate daytime and nighttime activity, a wide variety of building types and sizes, and C-2 and C-3 as appropriate zones. The Redeveloper's development of the Project Site is consistent with the Comprehensive Plan. Relevant excerpts from the Comprehensive Plan are attached as Attachment 7.

**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 according to NEB. REV. STAT. § 18-2147. The amount of the available proceeds from tax increment financing (“TIF Revenues”) is estimated at approximately \$485,160.00, calculated as follows:

a. Estimated Base Value:	\$ 2,600.00
b. Estimated Project Completion Value:	\$1,500,000.00
c. Tax Increment (b minus a):	\$1,497,400.00
d. Estimated Levy:	2.16%
e. Annual Projected Shift (rounded):	\$ 32,344.00
f. Total TIF Available (e multiplied by 15)	\$ 485,160.00

*Note: The above figures are based on estimated values, project completion/phasing timelines, and levy rates. Actual values and rates may vary materially from the estimated amounts.*

The TIF Revenues will be used to make principal and interest payments toward a tax increment financing bond (“TIF Indebtedness”) to be held or sold by the Redeveloper. The principal amount of the TIF Indebtedness will be based on the eligible expenses actually incurred. The interest rate will be established as set forth in the Redevelopment Contract.

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 this Plan would not be economically feasible, and the Project would not occur at the Project Site without the use of tax increment financing. Based on the current costs to develop high performance tunnel car-washes, tax increment financing is extremely important to the viability of the Project. Tax increment financing is needed to keep the debt to equity ratio acceptable to Redeveloper’s lender.

Notwithstanding the foregoing, the Redeveloper understands the liability of the CRA and City shall be limited to the TIF Revenues received by the CRA with respect to the Project available to pay the TIF Indebtedness issued for this Project and the Redeveloper shall look exclusively thereto for the payment on 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 valuations, suggested by the Redeveloper, which may alter substantially and materially, and/or certain project costs incurred by the Redeveloper, and that tax increment revenues may be altered or eliminated entirely based on future decisions 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 cost that the Redeveloper proposes to be paid for with TIF Revenues, to the extent available:

Description	Estimated Costs
Land Acquisition	\$ 400,000.00
Site Preparation	\$ 76,000.00
Sidewalk/Drive Access	\$ 7,100.00
Site Engineering	\$ 19,267.00
Plan Preparation/Legal	\$ 10,250.00
Total	\$ 512,617.00

**B. Private Investment/Financing.** The estimated TIF Revenues available will not be sufficient to cover the eligible costs. The Redeveloper will make a substantial private investment in and obtain private financing for the private improvements such as the building and equipment estimated at almost \$3,000,000.

Below is a breakdown of estimated costs and expenses of the Project and the use of funds for each. A "TIF Adjustment" is made to show the TIF eligible expenses that will not be covered by TIF, but rather private investment. This breakdown does not account for interest to be paid out of TIF funds.

Description	TIF Funds (eligible)	Private Funds	Totals
Land Acquisition	\$ 400,000.00		
Site Preparation	\$ 76,000.00		
Sidewalk/Drive Access	\$ 7,100.00		
Building		\$ 1,592,900.00	
Architecture		\$ 50,733.00	
Site Engineering	\$ 19,267.00		
Equipment		\$ 1,200,000.00	
Contingencies		\$ 76,000.00	
Plan Preparation/Legal	\$ 10,250.00	\$ 1,000.00	
Subtotals	\$ 512,617.00	\$ 2,920,633.00	
TIF Adjustment	\$ (27,457.00)	\$ 27,457.00	
Totals	\$ 485,160.00	\$ 2,948,090.00	\$ 3,433,250.00


*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, as limited by tax increment revenues received.*

A proposed statutory Cost-Benefit Analysis of the Project is attached as Attachment 8.

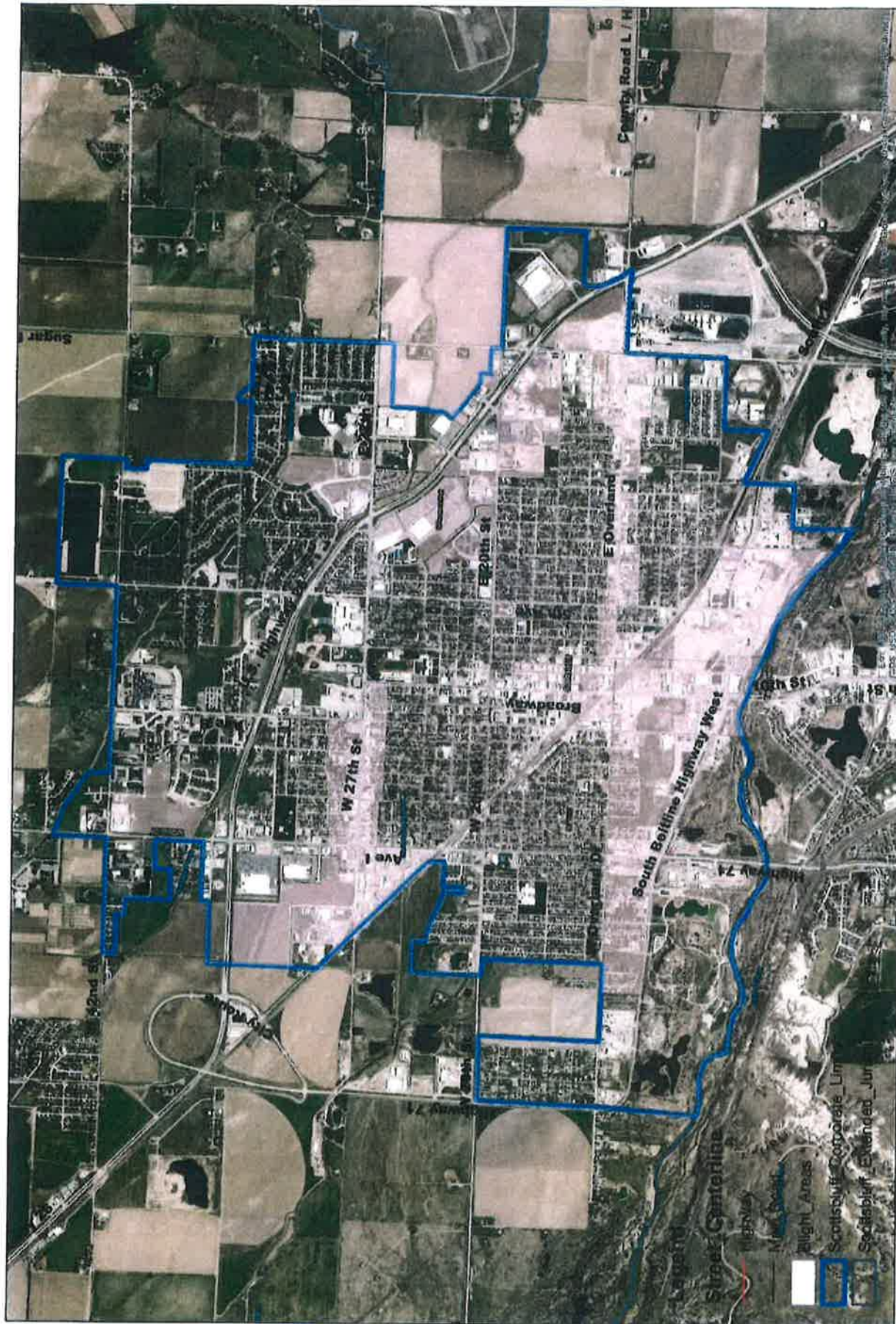
#### 6. Implementation of the Plan

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) 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.

**YOLO PROPERTIES LLC**

By:   
\_\_\_\_\_  
**John Hoehne**

**YOLO Properties Carwash Redevelopment Plan  
Attachment 1  
Blighted and Substandard Map**

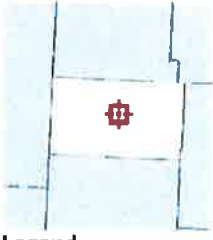


**YOLO Properties Carwash Redevelopment Plan  
Attachment 2  
Map of Project Site**





Overview



Legend

-  Parcels
-  Subdivisions
-  Roads

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: 1/22/2020

Developed by  Schneider GEOSPATIAL

**YOLO Properties Carwash Redevelopment Plan  
Attachment 3  
Current Land Use Map**



- |                              |                            |
|------------------------------|----------------------------|
| Blight Analysis Area Parcels | Light Mfg & Industrial     |
| <b>Land Use</b>              | Heavy Mfg & Industrial     |
| Agricultural                 | O&P                        |
| Central Business District    | Park                       |
| Neighborhood Commercial      | Single Family Residential  |
| Heavy Commercial             | Heavy Density Multi-Family |
| Commercial—Traveler Serv     | Rural Residential          |
| Light Commercial             | Semi-Public                |
| Heavy Commercial             | Undeveloped                |
| Public Water Facility        | Blight Study Area          |
|                              | Corporate Limits           |



## Existing Land Use

### City of Scottsbluff Scotts Bluff County, NE

Data Sources  
 Land Use: City, 2003 with field updates  
 Parcels: Scotts Bluff County, 2016  
 Aerial: US Army Corps of Engineers, 2011



**M.C. SCHAFF**  
AND ASSOCIATES, INC.

**PGE**

**City of Scottsbluff**

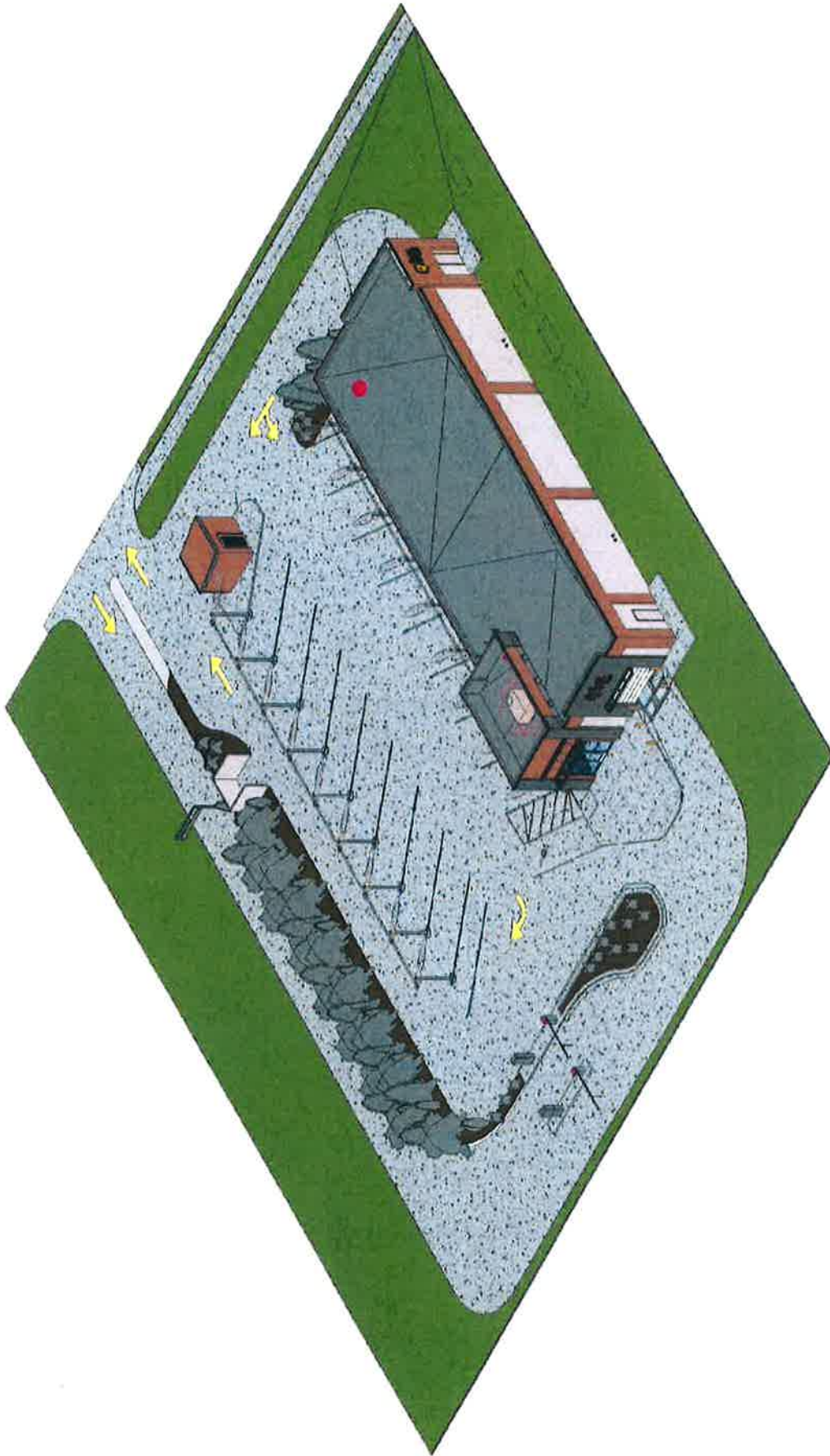
City of Scottsbluff  
Blight Study

page 5

**YOLO Properties Carwash Redevelopment Plan  
Attachment 4  
Renderings of Facility**











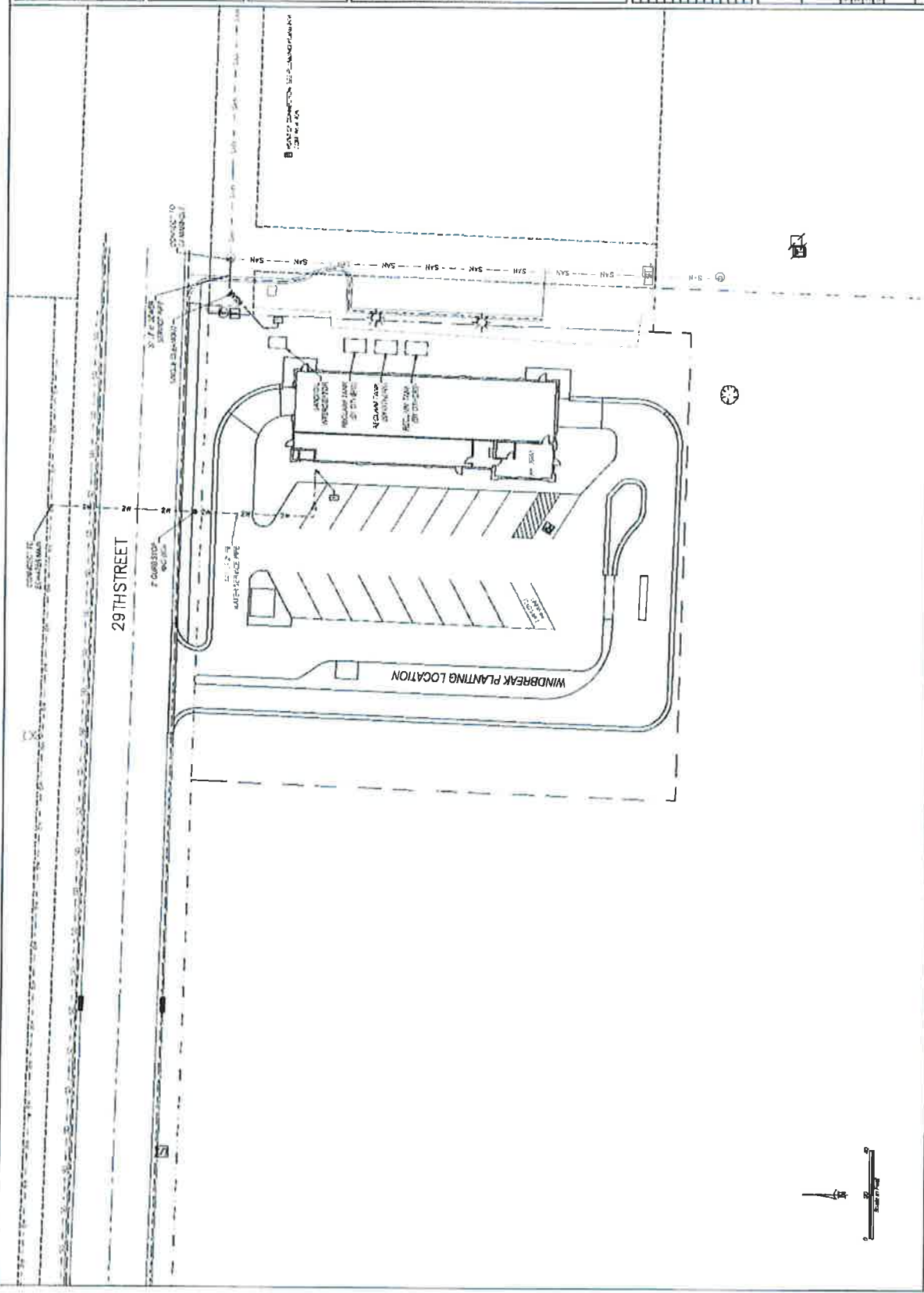
**YOLO Properties Carwash Redevelopment Plan  
Attachment 5  
Site Plan**

**TRAILS WEST ARCHITECTURE**  
 774 S. P. 111, 2, Bellevue Hwy E, Suite C  
 Scottsbluff, Nebraska 68901  
 Mailing: 100794 County Road D  
 North, Nebraska 68968  
 Phone: 402-707-9451

**Prelim DD  
 6-29-20**

**THE SHAGGY BUFFALO LLC**  
 2411 N. AVENUE  
 SCOTTSBLUFF, NEBRASKA 68903  
 PHONE: 402-707-2222  
 INFO@SHAGGYBUFFALO.COM

**The Shaggy Buffalo LLC**  
 Canvas  
 Civil Site Prelim Site Plan  
 C100



**TRAILS WEST ARCHITECTURE**  
 Physical: 317 S. Edison - Hwy. E, Suite C  
 5632202011, Leola, MO 64501  
 Mobile: (800) 244-7349 / (417) 452-7349  
 Fax: (417) 452-7349

## Prelim DDs

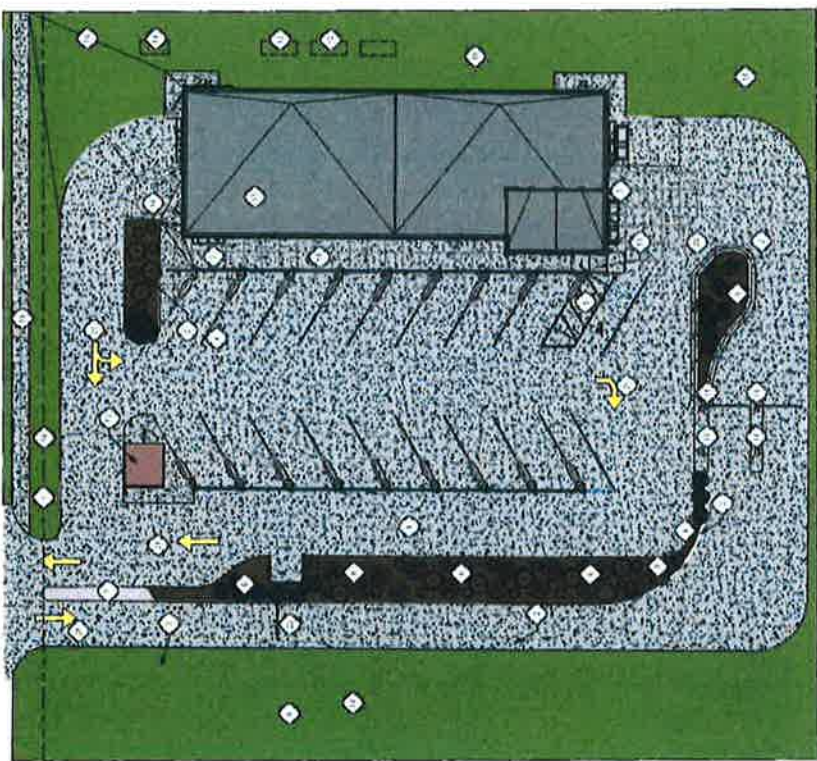
THE SHAGGY BUFFALO LLC  
 1150 N. 7th St., Suite 100  
 Leola, MO 64501  
 Phone: 417-452-7349  
 Fax: 417-452-7349

No.	Description	Rev.

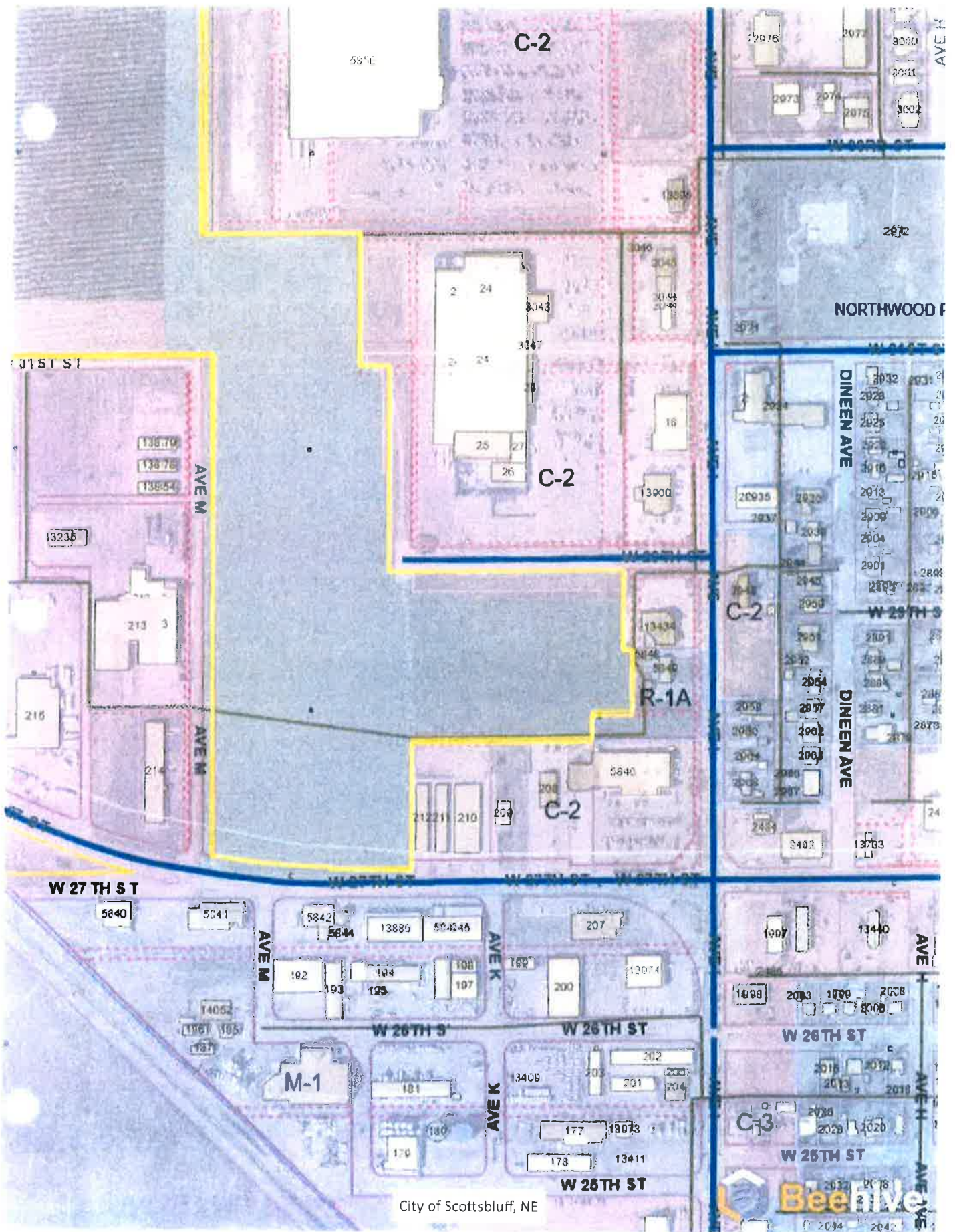
**The Shaggy Buffalo LLC**  
 Car Wash  
 Architectural Site Plan & Details

Sheet No. **A100**

- Direct Notes**
- 1. Finish all work per plan.
  - 2. Parking lot and drive - use E100 for access to and from building.
  - 3. Erosion control measures shall be installed and maintained.
  - 4. Final finish to be determined.
  - 5. All construction shall be in accordance with all applicable codes and regulations.
  - 6. Work shall be completed by the time of the scheduled start of operations.
  - 7. Work shall be completed by the time of the scheduled start of operations.
  - 8. Work shall be completed by the time of the scheduled start of operations.
  - 9. Work shall be completed by the time of the scheduled start of operations.
  - 10. Work shall be completed by the time of the scheduled start of operations.
  - 11. Work shall be completed by the time of the scheduled start of operations.
  - 12. Work shall be completed by the time of the scheduled start of operations.
  - 13. Work shall be completed by the time of the scheduled start of operations.
  - 14. Work shall be completed by the time of the scheduled start of operations.
  - 15. Work shall be completed by the time of the scheduled start of operations.
  - 16. Work shall be completed by the time of the scheduled start of operations.
  - 17. Work shall be completed by the time of the scheduled start of operations.
  - 18. Work shall be completed by the time of the scheduled start of operations.
  - 19. Work shall be completed by the time of the scheduled start of operations.
  - 20. Work shall be completed by the time of the scheduled start of operations.

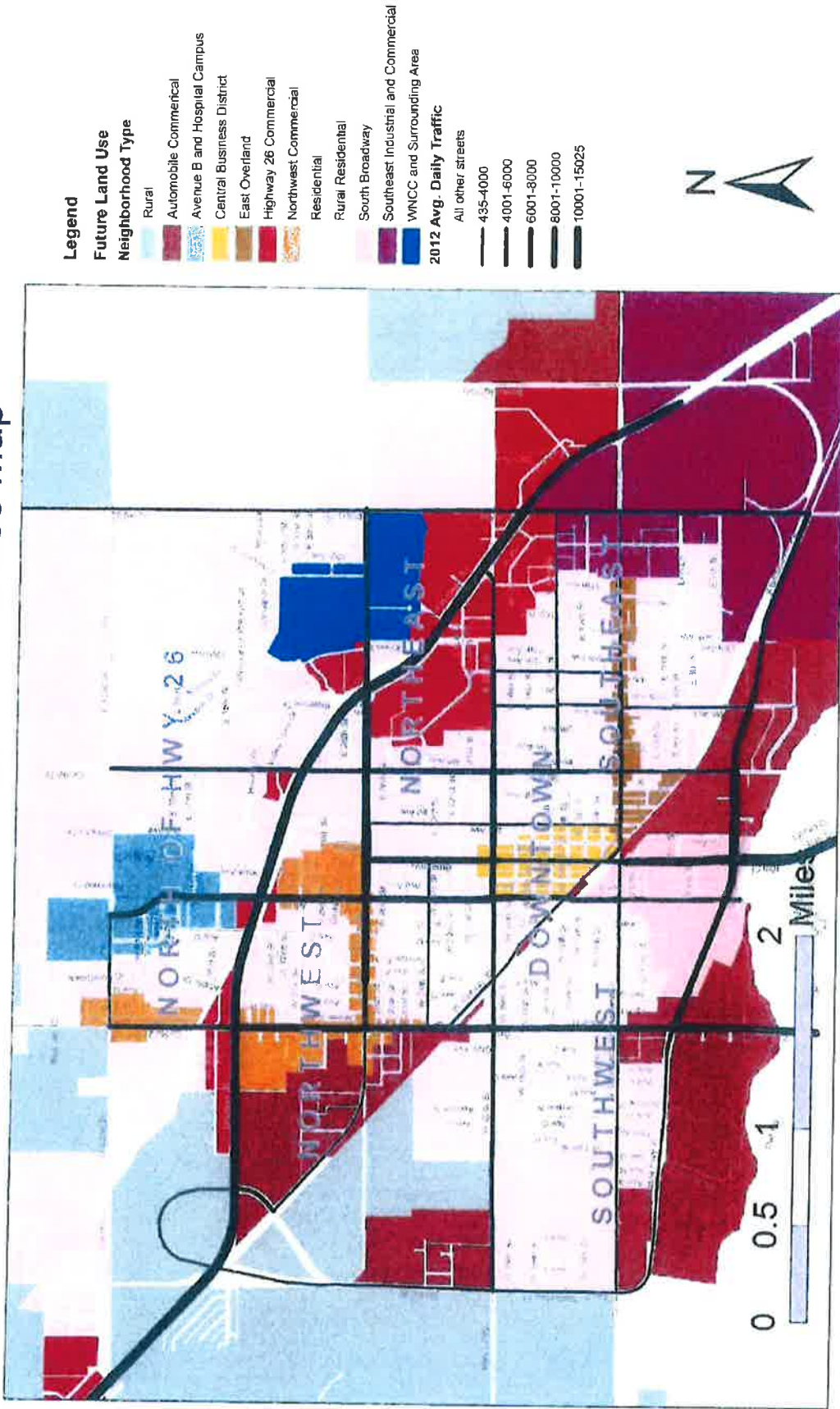


**YOLO Properties Carwash Redevelopment Plan  
Attachment 6  
Zoning Map**



**YOLO Properties Carwash Redevelopment Plan  
Attachment 7  
Excerpts from Comprehensive Plan**

# Scottsbluff Future Land Use Map




Summary of Neighborhood Types

Neighborhood	Characteristics
<b>East Overland</b>	<p><b>Hours:</b> Active daytime, limited nighttime activities</p> <p><b>Auto:</b> Human scale transportation oriented. Formalized bicycle and pedestrian accommodations.</p> <p><b>Mass:</b> Dense business corridor built near or to the street, one to two stories, Corners built out to develop 'nodes' of activity</p> <p><b>Emissions:</b> High activity during the day, generally residential daily business traffic, low amounts of noise and smells, and enforced aesthetic and design standards.</p> <p><b>Appropriate zones:</b> C-1, C-2, R-1a*</p>
<b>Southeast Industrial</b>	<p><b>Hours:</b> Active daytime and nighttime</p> <p><b>Auto:</b> Heavy traffic both personal and commercial motorized vehicles</p> <p><b>Mass:</b> Wide variety of buildings</p> <p><b>Emissions:</b> High amounts of noise and smells tolerated closer to highway 26. Heavy day-time traffic acceptable closer to residential areas west of 21st Avenue. .</p> <p><b>Appropriate zones:</b> C-3, M-1, M-2</p>
<b>WNCC Campus and Surrounding Area</b>	<p><b>Hours:</b> Daytime, generally 8-5 working hours.</p> <p><b>Auto:</b> Both motorized and non-motorized traffic should be well facilitated, Motorized vehicle convenience should yield to pedestrian connectivity</p> <p><b>Mass:</b> Variety of building types and heights and setbacks. Moderate to low density with accompanying open space and landscaping.</p> <p><b>Emissions:</b> High activity during the day, generally residential daily business traffic, low amounts of noise and smells, and enforced aesthetic and design standards.</p> <p><b>Appropriate zones:</b> R-1a, O-P, R-4</p>
<b>Highway 26 Commercial</b>	<p><b>Hours:</b> Daytime and evening. Nighttime activity acceptable adjacent to highway.</p> <p><b>Auto:</b> Motorized vehicle oriented to facilitate both personal and commercial vehicles. Formalized pedestrian and cycling facilities.</p> <p><b>Mass:</b> Variety of building types and heights and setbacks. Moderate to high density and mixes of uses.</p> <p><b>Emissions:</b> High activity during the day, low amounts of non-restaurant smells, lower noise, and enforced aesthetic and landscaping standards.</p> <p><b>Appropriate zones:</b> C-2, PBC, O-P, R-4</p>
<b>Avenue B and Hospital Campus</b>	<p><b>Hours:</b> Daytime and evening. Nighttime activity acceptable adjacent to highway.</p> <p><b>Auto:</b> Motorized vehicle oriented to facilitate both personal and commercial vehicles. Formalized pedestrian and cycling facilities.</p> <p><b>Mass:</b> Variety of building types and heights and setbacks. Moderate to high density and mixes of uses.</p> <p><b>Emissions:</b> High activity during the day, low amounts of non-restaurant smells, lower noise, and enforced aesthetic and landscaping standards.</p> <p><b>Appropriate zones:</b> C-2, PBC, O-P, R-5</p>
<b>Northwest Commercial</b>	<p><b>Hours:</b> Heavier daytime use, 24 hour retail, fast-food, or traveler activity accepted.</p> <p><b>Auto:</b> Multi-modal accommodations integrated on 27th street and included on Avenue I.</p> <p><b>Mass:</b> Big box with surface parking acceptable when built to design code, shared buildings, built out along key intersections, low height, set-backs to encourage walkability on 27th st.</p> <p><b>Emissions:</b> Traffic heaviest in the day but continuing through the night, low amounts of non-restaurant smells, lower noise, and enforced aesthetic and landscaping standards.</p> <p><b>Appropriate zones:</b> C-2</p>

Completed by: [unclear]



<b>South Broadway</b>	<p><b>Hours:</b> Heavier daytime use, evening retail.</p> <p><b>Auto:</b> Multi-modal transportation well accommodated.</p> <p><b>Mass:</b> Higher density development, generally low buildings though 2.5-3 stories is acceptable. Broadway setbacks set eventually to be near or on the street. Larger for big box.</p> <p><b>Emissions:</b> Traffic heaviest in the day but continuing through the night, commercial deliveries frequent, low amounts of non-restaurant smells, lower noise, and enforced aesthetic and landscaping standards.</p> <p><b>Appropriate zones:</b> C-1, O-P, C-2, R-4, PBC *</p>	
<b>Central Business District</b>	<p><b>Hours:</b> Active daytime, evening, and nighttime activities</p> <p><b>Auto:</b> Formalized bicycle and pedestrian accommodations. Pedestrian oriented along Broadway</p> <p><b>Mass:</b> Allowable height up to 70 feet, zero setbacks. Buildings should take up entire lot. green space provided in public facilities</p> <p><b>Emissions:</b> High activity during the day, evening, and late night. Lights that reflect historical character of district.</p> <p><b>Appropriate zones:</b> C-1</p>	
	<b>Automobile Commercial</b>	<p><b>Hours:</b> Daytime and nighttime activity</p> <p><b>Auto:</b> Motorized traffic oriented with ease of commercial vehicle access</p> <p><b>Mass:</b> Wide variety of building types and sizes</p> <p><b>Emissions:</b> Noises and heavier commercial traffic associated with business</p> <p><b>Appropriate zones:</b> C-2, C-3, PBC, R-4</p>
<b>Rural Residential</b>	<p><b>Hours:</b> Generally daytime activity</p> <p><b>Auto:</b> Motorized traffic oriented</p> <p><b>Mass:</b> Some agricultural activity, low traffic intensity, dust from unpaved roads</p> <p><b>Emissions:</b> Noises and heavier commercial traffic associated with business</p> <p><b>Appropriate zones:</b> R-1b, AR</p>	
<b>Residential</b>	<p><b>Hours:</b> Daytime activity</p> <p><b>Auto:</b> Generally personal motorized traffic only, safe streets for non-motorized transportation</p> <p><b>Mass:</b> Generally small buildings, single family homes predominately with ample setbacks</p> <p><b>Emissions:</b> No offensive smells or noises, low traffic, well maintained properties</p> <p><b>Appropriate zones:</b> R-1a, Due to higher intensity of traffic and density in R-4 and R-6, these zones may be appropriate in certain areas</p>	




## Northwest

### Themes:

1. **Growing as a regional leader of commerce and economic opportunity**
  - Home to employment hubs, Housing that supports a thriving workforce, High transportation accessibility
2. **Living into our unique character of a city in the country**
  - Home to retail amenities to serve the surrounding neighborhoods and the region
3. **Promoting the health and happiness of all citizens**
  - Clean, safe neighborhoods, multimodal active transportation options, access to parks
4. **Inclusive Opportunities for participation in civic life**
  - Strong civic groups, available resources, community events

### Principles:

5. **Interconnection of Neighborhoods and amenities**
  - a. Improve pedestrian and cycling facilities across the highway and throughout the neighborhood. Utilize neighborhood through streets, Railway St., and multi-modal accommodations along 27<sup>th</sup> St and Ave. B.
  - b. Safe and efficient motorized transportation along major arterials, encouraging shared driveways and limited access points.
  - c. Safe routes to school with attention to crosswalks on high traffic roads, crossing guards, and drop-off, pick-up traffic flow.
6. **Sustainable development**
  - a. Incorporate native species, and natural landscaping into codes commercial development and campus landscape design.
  - b. Natural stormwater facilities in uses with high percentage of impervious surfaces.
  - c. Direct higher intensity uses towards arterials, with highest intensities at intersections of arterials and collectors.
  - d. Build successful nodes at major intersections on 27<sup>th</sup> street through aesthetics, building design, and encouraging commercial and mixes of uses.
  - e. Preserve undeveloped land where city utilities could be extended for long term (10-20 year) development needs.
  -  f. Encourage new development to be contiguous with existing development with planned linkages between roads and utilities.
  - g. Avoid development in floodplain
  - h. Restrict uses that may have a negative impact on the City's wellfield.
7. **Access to culture and recreation**
  - a. Connect residential areas to parks through walking and biking trail connectivity and attention to pedestrian accommodations along and across heavily trafficked thoroughfares.
  - b. Plan for a public access to a park or greenspace in current and new development, striving for no one residence to be more than a quarter mile walking distance from recreation facilities.
  - c. Encourage opening school grounds as regular park access.
  - d. Create positive, safe gathering places for neighbors and youth in parks and outside of restaurants.
8. **Strong neighborhoods and places, rooted in our unique character**

- a. Make programs that encourage up-keep of private property and neighborhoods more accessible and better communicated.
- b. Facilitate and support neighborhood involvement in plans, studies, and community events.
- c. Continue traditional neighborhood style of homes, streets, and sidewalks in residential areas.
- d. Improve aesthetics and landscaping along collectors, arterials, and in front of businesses, utilizing native species and enforcing design standards in Northwest Commercial Corridors.

## Northwest Neighborhoods

### *Northwest Commercial*

Appropriate Zones: C-2

- **Hours:** Heavier daytime use, 24 hour retail, fast-food, or traveler activity accepted.
- **Auto:** Multi-modal accommodations integrated on 27<sup>th</sup> street and included on Avenue I.
- **Mass:** Big box stores, shared buildings, low height but smaller setbacks on 27<sup>th</sup> Street to encourage walkability.
- **Emissions:** Traffic heaviest in the day but continuing through the night, low amounts of non-restaurant smells, lower noise, and enforced aesthetic and landscaping standards.

\*This neighborhood may include mixed use zoning in the future. Until the City adds Mixed Use as a zoning district, either C-2 or R-1a would be appropriate zones for this area.

## Community-wide Neighborhoods

### *Residential*

Appropriate Zones: R-1a, *Due to higher intensity of traffic and density in R-4 and R-6, these zones may be appropriate in areas adjacent to commercial zones as transition between higher-intensity commercial zones and lower-intensity residential zones.*

- **Hours:** Daytime activity
- **Auto:** Generally personal motorized traffic only, safe streets for non-motorized transportation
- **Mass:** Generally small buildings, single family homes predominately with ample setbacks
- **Emissions:** No offensive smells or noises, low traffic, well maintained properties



### *Automobile Commercial*

Appropriate Zones: C-2, C-3, PBC, R-4

- **Hours:** Daytime and nighttime activity
- **Auto:** Motorized traffic oriented with ease of commercial vehicle access
- **Mass:** Wide variety of building types and sizes
- **Emissions:** Noises and heavier commercial traffic associated with business

### *Rural Residential*

Appropriate Zones: R-1b, AR

- **Hours: Generally** daytime activity
- **Auto:** Motorized traffic oriented
- **Mass:** Variety of rural residential home styles, very low density
- **Emissions:** Some agricultural activity, low traffic intensity, dust from unpaved roads

**YOLO Properties Carwash Redevelopment Plan  
Attachment 8  
Proposed Cost-Benefit Analysis**

COMMUNITY REDEVELOPMENT AUTHORITY, CITY OF SCOTTSBLUFF, NEBRASKA  
YOLO Properties Carwash Project  
COST-BENEFIT ANALYSIS  
(Pursuant to Neb. Rev. Stat. § 18-2113)

**A. Project Sources/Use of Funds:** An estimated \$485,160.00 of TIF Revenues are available for this Project. This public investment will leverage approximately \$2,948,090.00 in private sector investment; a private investment of approximately \$6.07 for every TIF dollar invested. Below is a breakdown of estimated costs and expenses of the Project and the use of funds for each. A "TIF Adjustment" is made to show the TIF eligible expenses that will not be covered by TIF, but rather private investment. This breakdown does not account for interest to be paid out of TIF funds.

Description	TIF Funds (eligible)	Private Funds	Totals
Land Acquisition	\$ 400,000.00		
Site Preparation	\$ 76,000.00		
Sidewalk/Drive Access	\$ 7,100.00		
Building		\$ 1,592,900.00	
Architecuture		\$ 50,733.00	
Site Engineering	\$ 19,267.00		
Equipment		\$ 1,200,000.00	
Contingencies		\$ 76,000.00	
Plan Preparation/Legal	\$ 10,250.00	\$ 1,000.00	
Subtotals	\$ 512,617.00	\$ 2,920,633.00	
TIF Adjustment	\$ (27,457.00)	\$ 27,457.00	
Totals	\$ 485,160.00	\$ 2,948,090.00	\$ 3,433,250.00

**B. Tax Revenues and Tax Shifts Resulting from the Division of Taxes.**

Taxes from base value of the Project Site will be available to the local taxing jurisdictions regardless of the tax increment financing. The estimated current value of the Project Site is \$2,600.00. Taxes from the current value of the Project Site are approximately \$57.00 per year. The local taxing jurisdictions are the City, Scotts Bluff County, Scottsbluff Public Schools, WNCC, ESU 13, and North Platte NRD. The tax increment revenues from this Project will not be available to local taxing jurisdictions for up to 15 years after the effective date of the division of taxes. 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. The estimated average annual tax increment revenues are calculated as follows:

- a. Estimated Base Value: \$ 2,600.00
- b. Estimated Project Completion Value: \$1,500,000.00
- c. Tax Increment (b minus a): \$1,497,400.00
- d. Estimated Levy: 2.16%
- e. Annual Projected Shift (rounded): \$ 32,344.00
- f. Total TIF Available (e multiplied by 15) \$ 485,160.00

*Note: The above figures are based on estimated values, project completion/phasing timelines, and levy rates. Actual values and rates may vary materially from the estimated amounts.*

***C. Public Infrastructure and Community Public Service Needs Impacts and Local Tax Impacts Arising from Project Approval.***

A sewer line will need to be extended through the adjacent property along 29<sup>th</sup> Street for approximately 40 feet. There are no additional local tax impacts for this sewer extension.

***D. Impacts on Employers and Employees of Firms Locating or Expanding Within the Boundaries of the Redevelopment Project Area.***

The carwash will provide employment for approximately 4 FTE employees.

***E. Impacts on other Employers and Employees within the City and immediate area located outside the Redevelopment Project Area.***

None anticipated.

***F. Impacts on Student Populations of School Districts within the City.***

None anticipated.

***G. Other Impacts.***

Local contractor will perform the work.

Increase in personal property taxes due to \$1,200,000 of equipment.

---

RESOLUTION NO. 11-12-20-2

**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 *YOLO Properties Carwash* project by YOLO Properties 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. The Planning Commission did not make a recommendation 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 general plan of the City, 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, the provision of adequate 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 according to 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 Redeveloper proposes to acquire the Project Site in a private acquisition for \$400,000.00; (b) the estimated cost of preparing the project area for redevelopment is \$76,000.00; (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 financing 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 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.

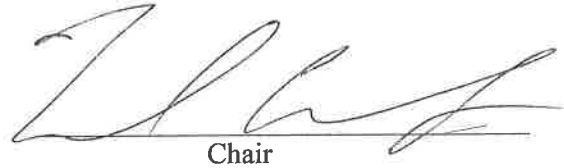
7. This Resolution shall become effective immediately upon its adoption.

**PASSED AND APPROVED** on November 12, 2020

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

ATTEST:

  
Secretary

  
Chair

COMMUNITY REDEVELOPMENT AUTHORITY, CITY OF SCOTTSBLUFF, NEBRASKA  
YOLO Properties Carwash Project  
COST-BENEFIT ANALYSIS  
(Pursuant to Neb. Rev. Stat. § 18-2113)

**A. Project Sources/Use of Funds:** An estimated \$485,160.00 of TIF Revenues are available for this Project. This public investment will leverage approximately \$2,948,090.00 in private sector investment; a private investment of approximately \$6.07 for every TIF dollar invested. Below is a breakdown of estimated costs and expenses of the Project and the use of funds for each. A “TIF Adjustment” is made to show the TIF eligible expenses that will not be covered by TIF, but rather private investment. This breakdown does not account for interest to be paid out of TIF funds.

Description	TIF Funds (eligible)	Private Funds	Totals
Land Acquisition	\$ 400,000.00		
Site Preparation	\$ 76,000.00		
Sidewalk/Drive Access	\$ 7,100.00		
Building		\$ 1,592,900.00	
Architecuture		\$ 50,733.00	
Site Engineering	\$ 19,267.00		
Equipment		\$ 1,200,000.00	
Contingencies		\$ 76,000.00	
Plan Preparation/Legal	\$ 10,250.00	\$ 1,000.00	
Subtotals	\$ 512,617.00	\$ 2,920,633.00	
TIF Adjustment	\$ (27,457.00)	\$ 27,457.00	
Totals	\$ 485,160.00	\$ 2,948,090.00	\$ 3,433,250.00

**B. Tax Revenues and Tax Shifts Resulting from the Division of Taxes.**

Taxes from base value of the Project Site will be available to the local taxing jurisdictions regardless of the tax increment financing. The estimated current value of the Project Site is \$2,600.00. Taxes from the current value of the Project Site are approximately \$57.00 per year. The local taxing jurisdictions are the City, Scotts Bluff County, Scottsbluff Public Schools, WNCC, ESU 13, and North Platte NRD. The tax increment revenues from this Project will not be available to local taxing jurisdictions for up to 15 years after the effective date of the division of taxes. 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. The estimated average annual tax increment revenues are calculated as follows:

a. Estimated Base Value:	\$ 2,600.00
b. Estimated Project Completion Value:	\$1,500,000.00
c. Tax Increment (b minus a):	\$1,497,400.00
d. Estimated Levy:	2.16%
e. Annual Projected Shift (rounded):	\$ 32,344.00
f. Total TIF Available (e multiplied by 15)	\$ 485,160.00

*Note: The above figures are based on estimated values, project completion/phasing timelines, and levy rates. Actual values and rates may vary materially from the estimated amounts.*

**C. Public Infrastructure and Community Public Service Needs Impacts and Local Tax Impacts Arising from Project Approval.**

A sewer line will need to be extended through the adjacent property along 29<sup>th</sup> Street for approximately 40 feet. There are no additional local tax impacts for this sewer extension.

**D. Impacts on Employers and Employees of Firms Locating or Expanding Within the Boundaries of the Redevelopment Project Area.**

The carwash will provide employment for approximately 4 FTE employees.

**E. Impacts on other Employers and Employees within the City and immediate area located outside the Redevelopment Project Area.**

None anticipated.

**F. Impacts on Student Populations of School Districts within the City.**

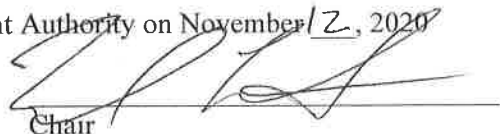
None anticipated.

**G. Other Impacts.**

Local contractor will perform the work.  
Increase in personal property taxes due to \$1,200,000 of equipment.

---

Adopted by the Scottsbluff Community Redevelopment Authority on November 2, 2020

  
Chair

# **City of Scottsbluff, Nebraska**

**Monday, December 7, 2020**

**Regular Meeting**

## **Item Bids1**

**Council to discuss and consider action on awarding the bid for the New One-Ton Dump Truck Regular Cab 4x4, Duel Rear Wheels for Fairview Cemetery to Sid Dillon Fleet for \$33,730.**

Staff Contact: Vince Kelley, Cemetery Supervisor



# Sid Dillon Fleet

Ron Fullerton | 402-540-7578 | ron.fullerton@siddillon.com

## Sid Dillon Fleet

### Dealership Information

Sid Dillon Fleet  
Wahoo, NE.

### Prepared By:

Ron Fullerton  
Sid Dillon Fleet  
402-540-7578  
ron.fullerton@siddillon.com

Thanks!  
Ron Fullerton

## Price Summary

### PRICE SUMMARY

	MSRP
Base Price	\$37,800.00
Total Options	\$2,493.00
Vehicle Subtotal	\$40,293.00
Destination Charge	\$1,595.00
<b>Grand Total</b>	<b>\$41,888.00</b>

\$38,730.00  
Includes Dump Body  
5,000.00  
33,730.00

Minus trade

This document contains information considered Confidential between GM and its Clients uniquely. The information provided is not intended for public disclosure. Prices, specifications, and availability are subject to change without notice, and do not include certain fees, taxes and charges that may be required by law or vary by manufacturer or region. Performance figures are guidelines only, and actual performance may vary. Photos may not represent actual vehicles or exact configurations. Content based on report preparer's input is subject to the accuracy of the input provided.  
Data Version: 12422. Data Updated: Nov 22, 2020 10:54:00 PM PST.



# Sid Dillon Fleet

Ron Fullerton | 402-540-7578 | ron.fullerton@siddillon.com

Vehicle: [Fleet] 2021 Chevrolet Silverado 3500HD CC (CK31003) 4WD Reg Cab 146" WB, 60" CA Work Truck (  Complete )

## Selected Model and Options

### MODEL

CODE	MODEL
CK31003	2021 Chevrolet Silverado 3500HD CC 4WD Reg Cab 146" WB, 60" CA Work Truck

### COLORS

CODE	DESCRIPTION
GAZ	Summit White

### OPTIONS

CODE	DESCRIPTION
FE9	Emissions, Federal requirements
L8T	Engine, 6.6L V8 with Direct Injection and Variable Valve Timing, gasoline, (401 hp [299 kW] @ 5200 rpm, 464 lb-ft of torque [629 N-m] @ 4000 rpm) (STD)
MYD	Transmission, 6-speed automatic, heavy-duty (STD) (Requires (L8T) 6.6L V8 gas engine.)
GT4	Rear axle, 3.73 ratio (Requires (L8T) 6.6L V8 gas engine. Not available with (L5P) Duramax 6.6L Turbo-Diesel V8 engine.)
1WT	Work Truck Preferred Equipment Group includes standard equipment
QQO	Tires, LT235/80R17E all-season highway, blackwall (STD)
ZQO	Tire, spare LT235/80R17E highway (Requires (QQO) all-season tires.)
GAZ	Summit White
AE7	Seats, front 40/20/40 split-bench with upper covered armrest storage (STD)
H1T	Jet Black, Cloth seat trim
IOR	Audio system, Chevrolet Infotainment 3 system, 7" diagonal color touchscreen, AM/FM stereo. Additional features for compatible phones include: Bluetooth audio streaming for 2 active devices, voice command pass-through to phone, wired Apple CarPlay and Android Auto capable. (STD)
ZLQ	WT Fleet Convenience Package includes (AQQ) Remote Keyless Entry, (K34) Cruise Control and (DBG) power trailer mirrors with heated upper glass and manual extending/folding, (AXG) power windows, express up/down driver, (AED) power windows, express down passenger and (AU3) power door locks (Requires Fleet or Government order. Not available with (PCV) WT Convenience Package.)
K4B	Battery, auxiliary, 730 cold-cranking amps/70 Amp-hr (Requires (L8T) 6.6L V8 gas engine and either (KW5) 220-amp alternator or (KHF) dual alternators. Not available with (KW7) 170-amp alternator.)
KHF	Alternators, dual, 220-amps primary, 170-amps auxiliary (Requires (K4B) auxiliary battery with (L8T) 6.6L V8 gas engine.)

This document contains information considered Confidential between GM and its Clients uniquely. The information provided is not intended for public disclosure. Prices, specifications, and availability are subject to change without notice, and do not include certain fees, taxes and charges that may be required by law or vary by manufacturer or region. Performance figures are guidelines only, and actual performance may vary. Photos may not represent actual vehicles or exact configurations. Content based on report preparer's input is subject to the accuracy of the input provided.  
 Data Version: 12422. Data Updated: Nov 22, 2020 10:54:00 PM PST.



# Sid Dillon Fleet

Ron Fullerton | 402-540-7578 | ron.fullerton@siddillon.com

Vehicle: [Fleet] 2021 Chevrolet Silverado 3500HD CC (CK31003) 4WD Reg Cab 146" WB, 60" CA Work Truck (✔ Complete)

## OPTIONS

CODE	DESCRIPTION
JL1	Trailer brake controller, integrated (Requires (PCV) WT Convenience Package or (ZLQ) WT Fleet Convenience Package.)
DBG	Mirrors, outside power-adjustable vertical trailing with heated upper glass, lower convex mirrors, integrated turn signals, manual folding/extending (extends 3.31" [84.25mm]) (Included and only available with (PCV) WT Convenience Package or (ZLQ) WT Fleet Convenience Package.)
AXG	Window, power front, drivers express up/down (On Regular Cab model, included and only available with (PCV) WT Convenience Package or (ZLQ) WT Fleet Convenience Package.)
AED	Window, power front, passenger express down (On Regular Cab model, included and only available with (PCV) WT Convenience Package or (ZLQ) WT Fleet Convenience Package.)
AU3	Door locks, power (On Regular Cab models, included and only available with (PCV) WT Convenience Package or (ZLQ) WT Fleet Convenience Package.)
AQQ	Remote Keyless Entry, with 2 transmitters (Included and only available with (PCV) WT Convenience Package or (ZLQ) WT Fleet Convenience Package.)
K34	Cruise control, electronic with set and resume speed, steering wheel-mounted (Included with (ZLQ) WT Fleet Convenience Package or (PCV) WT Convenience Package.)
R9Y	Fleet Free Maintenance Credit This option code provides a credit in lieu of the free oil changes, tire rotations and inspections for one maintenance service during 1st year of ownership. The invoice will detail the applicable credit. The customer will be responsible for all oil change, tire rotations and inspections costs for this vehicle. (Requires one of the following Fleet or Government order types: FBC, FBN, FCA, FCN, FEF, FLS, FNR or FRC. Not available with FDR order types.) *CREDIT*
5N5	Rear Camera Kit. Kit includes camera, fixed position bracket & 19 ft cable with attachment clips. Rear camera radio calibration provided from the factory. See Upfitter Integration Bulletin for installation instructions at <a href="http://www.gmupfitter.com">www.gmupfitter.com</a>
8S3	Back-up alarm, 97 decibels. Shipped loose for dealer or upfitter installation on chassis cab models.

Options Total

## Standard Equipment

### Mechanical

Engine, 6.6L V8 with Direct Injection and Variable Valve Timing, gasoline, (401 hp [299 kW] @ 5200 rpm, 464 lb -ft of torque [629 N-m] @ 4000 rpm) (STD)

Transmission, 6-speed automatic, heavy-duty (STD) (Requires (L8T) 6.6L V8 gas engine.)

Rear axle, 3.73 ratio (Requires (L8T) 6.6L V8 gas engine. Not available with (L5P) Duramax 6.6L Turbo-Diesel V8 engine.)

Auto-locking rear differential

Air filter, heavy-duty

This document contains information considered Confidential between GM and its Clients uniquely. The information provided is not intended for public disclosure. Prices, specifications, and availability are subject to change without notice, and do not include certain fees, taxes and charges that may be required by law or vary by manufacturer or region. Performance figures are guidelines only, and actual performance may vary. Photos may not represent actual vehicles or exact configurations. Content based on report preparer's input is subject to the accuracy of the input provided.  
Data Version: 12422. Data Updated: Nov 22, 2020 10:54:00 PM PST.



# Sid Dillon Fleet

Ron Fullerton | 402-540-7578 | ron.fullerton@siddillon.com

Vehicle: [Fleet] 2021 Chevrolet Silverado 3500HD CC (CK31003) 4WD Reg Cab 146" WB, 60" CA Work Truck ( Complete )

## Mechanical

- Air filtration monitoring
- Transfer case, two-speed, electronic shift with push button controls (Requires 4WD models.)
- All-wheel drive
- Cooling, external engine oil cooler
- Cooling, auxiliary external transmission oil cooler
- Battery, heavy-duty 720 cold-cranking amps/80 Amp-hr, maintenance-free with rundown protection and retained accessory power (Included and only available with (L8T) 6.6L V8 gas engine.)
- Alternator, 170 amps (Requires (L8T) 6.6L V8 gas engine.)
- Recovery hooks, front, frame-mounted, Black
- Body, Chassis Cab
- Frame, fully-boxed, hydroformed front section and an open "C" rear section
- GVWR, 14,000 lbs. (6350 kg)
- Suspension Package
- Steering, Recirculating Ball with smart flow power steering system
- Brakes, 4-wheel antilock, 4-wheel disc with DURALIFE rotors
- Fuel tank, front and rear, 63.5 gallon (Late availability.)
- Capped Fuel Fill

## Exterior

- Tires, LT235/80R17E all-season highway, blackwall (STD)
- Spare tire delete. Deletes the spare tire and wheel. (STD)
- Wheels, 17" (43.2 cm) painted steel
- Dual Rear Wheels
- Wheel trim, painted center caps
- Bumpers, front, Black
- Moldings, beltline, Black
- Grille (Front grille bar with "CHEVROLET" molded in Black, includes Black mesh inserts with small Gold bowtie emblem.)
- Headlamps, halogen reflector with halogen Daytime Running Lamps
- Lamps, Smoked Amber roof marker, (LED)
- Lamps, cargo area, cab mounted integrated with center high mount stop lamp with switch in bank on left side of steering wheel

This document contains information considered Confidential between GM and its Clients uniquely. The information provided is not intended for public disclosure. Prices, specifications, and availability are subject to change without notice, and do not include certain fees, taxes and charges that may be required by law or vary by manufacturer or region. Performance figures are guidelines only, and actual performance may vary. Photos may not represent actual vehicles or exact configurations. Content based on report preparer's input is subject to the accuracy of the input provided.  
 Data Version: 12422. Data Updated: Nov 22, 2020 10:54:00 PM PST.





# Sid Dillon Fleet

Ron Fullerton | 402-540-7578 | ron.fullerton@siddillon.com

Vehicle: [Fleet] 2021 Chevrolet Silverado 3500HD CC (CK31003) 4WD Reg Cab 146" WB, 60" CA Work Truck ( Complete )

## Exterior

Mirrors, outside high-visibility vertical trailing lower convex mirrors, manual-folding/extending (extends 3.31" [84.25mm]), molded in Black

Mirror caps, Black

Glass, solar absorbing, tinted

Door handles, Black grained

## Entertainment

Audio system, Chevrolet Infotainment 3 system, 7" diagonal color touchscreen, AM/FM stereo. Additional features for compatible phones include: Bluetooth audio streaming for 2 active devices, voice command pass-through to phone, wired Apple CarPlay and Android Auto capable. (STD)

Audio system feature, 2-speakers (Requires Regular Cab model.)

Bluetooth for phone, connectivity to vehicle infotainment system

## Interior

Seats, front 40/20/40 split-bench with upper covered armrest storage (STD)

Seat adjuster, driver 4-way manual

Seat adjuster, passenger 4-way manual

Vinyl seat trim

Floor covering, rubberized-vinyl

Steering column, Tilt-Wheel, manual with wheel locking security feature

Steering wheel, urethane

Instrument cluster 6-gauge cluster featuring speedometer, fuel level, engine temperature, tachometer, voltage and oil pressure

Driver Information Center, 3.5" diagonal monochromatic display

Exterior Temperature Display located in radio display

Brake lining wear indicator

Windows, manual (Requires Regular Cab model.)

Door locks, manual (Requires Regular Cab model.)

Power outlet, front auxiliary, 12-volt

USB ports, 2 (first row) located on instrument panel

Air conditioning, single-zone

Mirror, inside rearview, manual tilt

Assist handles front A-pillar mounted for driver and passenger, rear B-pillar mounted

This document contains information considered Confidential between GM and its Clients uniquely. The information provided is not intended for public disclosure. Prices, specifications, and availability are subject to change without notice, and do not include certain fees, taxes and charges that may be required by law or vary by manufacturer or region. Performance figures are guidelines only, and actual performance may vary. Photos may not represent actual vehicles or exact configurations. Content based on report preparer's input is subject to the accuracy of the input provided.

Data Version: 12422. Data Updated: Nov 22, 2020 10:54:00 PM PST.



# Sid Dillon Fleet

Ron Fullerton | 402-540-7578 | ron.fullerton@siddillon.com

Vehicle: [Fleet] 2021 Chevrolet Silverado 3500HD CC (CK31003) 4WD Reg Cab 146" WB, 60" CA Work Truck (  Complete )

## Interior

Back-up alarm calibration. This calibration will allow installation of an aftermarket back-up alarm by disabling rear perimeter lighting (Deleted when (8S3) Back-up alarm is ordered.)

## Safety-Mechanical

StabiliTrak, stability control system with Proactive Roll Avoidance and traction control, includes electronic trailer sway control and hill start assist

## Safety-Exterior

Daytime Running Lamps with automatic exterior lamp control

## Safety-Interior

Airbags Dual-stage frontal airbags for driver and front outboard passenger; Seat-mounted side-impact airbags for driver and front outboard passenger; Head-curtain airbags for front and rear outboard seating positions; Includes front outboard Passenger Sensing System for frontal outboard passenger airbag (Always use seat belts and child restraints. Children are safer when properly secured in a rear seat in the appropriate child restraint. See the Owner's Manual for more information.)

Tire Pressure Monitoring System with Tire Fill Alert (does not apply to spare tire)

Teen Driver a configurable feature that lets you activate customizable vehicle settings associated with a key fob, to help encourage safe driving behavior. It can limit certain available vehicle features, and it prevents certain safety systems from being turned off. An in-vehicle report card gives you information on driving habits and helps you to continue to coach your new driver

## WARRANTY

Warranty Note: <<< Preliminary 2021 Warranty >>>

Basic Years: 3

Basic Miles/km: 36,000

Drivetrain Years: 5

Drivetrain Miles/km: 60,000

Drivetrain Note: HD Duramax Diesel: 5 Years/100,000 Miles; Qualified Fleet Purchases: 5 Years/100,000 Miles

Corrosion Years (Rust-Through): 6

Corrosion Years: 3

Corrosion Miles/km (Rust-Through): 100,000

Corrosion Miles/km: 36,000

Roadside Assistance Years: 5

Roadside Assistance Miles/km: 60,000

Roadside Assistance Note: HD Duramax Diesel: 5 Years/100,000 Miles; Qualified Fleet Purchases: 5 Years/100,000 Miles

Maintenance Note: 1 Year/1 Visit

This document contains information considered Confidential between GM and its Clients uniquely. The information provided is not intended for public disclosure. Prices, specifications, and availability are subject to change without notice, and do not include certain fees, taxes and charges that may be required by law or vary by manufacturer or region. Performance figures are guidelines only, and actual performance may vary. Photos may not represent actual vehicles or exact configurations. Content based on report preparer's input is subject to the accuracy of the input provided.

Data Version: 12422. Data Updated: Nov 22, 2020 10:54:00 PM PST.

# **City of Scottsbluff, Nebraska**

**Monday, December 7, 2020**

**Regular Meeting**

## **Item Reports1**

**Council to discuss and consider approval of First Amendment to Land Lease with Cellco Partnership d/b/a Verizon Wireless for tower site at 23 Club and authorize the Mayor to sign the Memorandum of Lease.**

**Staff Contact: Rick Kuckkahn, Interim City Manager**

## THE FIRST AMENDMENT TO LAND LEASE AGREEMENT

This First Amendment to Land Lease Agreement (this "**Amendment**") is made effective as of the latter signature date hereof (the "**Effective Date**") by and between City of Scottsbluff, Nebraska, a Nebraska municipal corporation ("**Landlord**") and Cellco Partnership d/b/a Verizon Wireless ("**Tenant**") (Landlord and Tenant being collectively referred to herein as the "**Parties**").

### RECITALS

**WHEREAS**, Landlord owns the real property described on **Exhibit A** attached hereto and by this reference made a part hereof (the "**Parent Parcel**"); and

**WHEREAS**, Landlord (or its predecessor-in-interest) and Tenant (or its predecessor-in-interest) entered into that certain Land Lease Agreement dated July 3, 2014 (as the same may have been amended from time to time, collectively, the "**Lease**"), pursuant to which the Tenant leases a portion of the Parent Parcel and is the beneficiary of certain easements for access and public utilities, all as more particularly described in the Lease (such portion of the Parent Parcel so leased along with such portion of the Parent Parcel so affected, collectively, the "**Leased Premises**"), which Leased Premises are also described on **Exhibit A**; and

**WHEREAS**, Tenant, Verizon Communications Inc., a Delaware corporation, and other parties identified therein, entered into a Management Agreement and a Master Prepaid Lease, both with an effective date of March 27, 2015 and both with ATC Sequoia LLC, a Delaware limited liability company ("**American Tower**"), pursuant to which American Tower subleases, manages, operates and maintains, as applicable, the Leased Premises, all as more particularly described therein; and

**WHEREAS**, Tenant has granted American Tower a limited power of attorney (the "**POA**") to, among other things, prepare, negotiate, execute, deliver, record and/or file certain documents on behalf of Tenant, all as more particularly set forth in the POA; and

**WHEREAS**, Landlord and Tenant desire to amend the terms of the Lease to extend the term thereof and to otherwise modify the Lease as expressly provided herein.

**NOW THEREFORE**, in consideration of the foregoing recitals and the mutual covenants set forth herein and other good and valuable consideration, the receipt, adequacy, and sufficiency of which are hereby acknowledged, the Parties hereby agree as follows:

1. **One-Time Payment.** Tenant shall pay to Landlord a one-time payment in the amount of **Thirty Thousand and No/100 Dollars (\$30,000.00)**, payable within thirty (30) days of the Effective Date and subject to the following conditions precedent: (a) Tenant's receipt of this Amendment executed by Landlord, on or before December 31, 2020; (b) Tenant's confirmation that Landlord's statements as further set forth in this Amendment are true, accurate, and complete, including verification of Landlord's ownership; (c) Tenant's receipt of any documents and other items reasonably requested by Tenant in order to effectuate the transaction and payment contemplated herein; and (d) receipt by Tenant of an original Memorandum (as defined herein) executed by Landlord.
2. **Lease Term Extended.** Notwithstanding anything to the contrary contained in the Lease or this Amendment, the Parties agree the Lease originally commenced on September 1, 2014 and, without giving effect to the terms of this Amendment but assuming exercise by Tenant of all remaining renewal options contained in the Lease (each an "**Existing Renewal Term**" and, collectively, the "**Existing Renewal Terms**"), the Lease is otherwise scheduled to expire on August 31, 2034. In addition to any Existing Renewal Term(s), the Lease is hereby amended to provide Tenant with the option to extend the Lease for each of four (4) additional five (5) year renewal terms (each a "**New Renewal Term**" and, collectively, the "**New Renewal Terms**"). Notwithstanding anything to the contrary contained in the Lease, (a) all Existing Renewal Terms and New Renewal Terms shall automatically renew unless Tenant

ATC Site No: 421226

VZW Site No: 265475

Site Name: NE01-HIRAM SCOTT NE

notifies Landlord that Tenant elects not to renew the Lease at least sixty (60) days prior to the commencement of the next Renewal Term (as defined below) and (b) Landlord shall be able to terminate this Lease only in the event of a material default by Tenant, which default is not cured within sixty (60) days of Tenant's receipt of written notice thereof, provided, however, in the event that Tenant has diligently commenced to cure a material default within sixty (60) days of Tenant's actual receipt of notice thereof and reasonably requires additional time beyond the sixty (60) day cure period described herein to effect such cure, Tenant shall have such additional time as is necessary (beyond the sixty (60) day cure period) to effect the cure. References in this Amendment to "**Renewal Term**" shall refer, collectively, to the Existing Renewal Term(s) and the New Renewal Term(s). The Landlord hereby agrees to execute and return to Tenant an original Memorandum of Lease in the form and of the substance attached hereto as **Exhibit B** and by this reference made a part hereof (the "**Memorandum**") executed by Landlord, together with any applicable forms needed to record the Memorandum, which forms shall be supplied by Tenant to Landlord.

3. **Rent and Escalation.** The Parties hereby acknowledge and agree that the rent payable from Tenant to Landlord under the Lease is **Nine Hundred Fifty Five and 24/100 Dollars (\$955.24)** per month (the "**Rent**"). Commencing on September 1, 2021, and on each successive annual anniversary thereof, Rent due under the Lease shall increase by an amount equal to **two percent (2%)** of the then current Rent. In the event of any overpayment of Rent or Collocation Fee (as defined below) prior to or after the Effective Date, Tenant shall have the right to deduct from any future Rent payments an amount equal to the overpayment amount. Notwithstanding anything to the contrary contained in the Lease, **all Rent and any other payments expressly required to be paid by Tenant to Landlord under the Lease and this Amendment shall be paid to CITY OF SCOTTSBLUFF NE.** The escalations in this Section shall be the only escalations to the Rent and any/all rental escalations otherwise contained in the Lease are hereby null and void and are of no further force and effect.

4. **Revenue Share.**

a. Subject to the other applicable terms, provisions, and conditions of this Section, Tenant (or American Tower) shall pay Landlord an amount equal to **One Hundred and No/100 Dollars (\$100.00)** per month for each sublease, license or other collocation agreement (any sublease, license or other collocation agreement, a "**Collocation Agreement**") for the use of any portion of the Leased Premises entered into by and between Tenant or American Tower and a third party subsequent to the Effective Date (any such party, the "**Additional Collocator**" and any such amount, the "**Collocation Fee**"). The Collocation Fee shall not be subject to the escalations to Rent as delineated in this Amendment and/or the Lease.

b. The initial payment of the Collocation Fee shall be due within thirty (30) days of actual receipt by Tenant (or American Tower) of the first Collocation Fee paid by the Additional Collocator. In the event a sublease or license with an Additional Collocator expires or terminates, Tenant's (or American Tower's) obligation to pay the Collocation Fee for such sublease or license shall automatically terminate upon the date of such expiration or termination. Notwithstanding anything contained herein to the contrary, Tenant (or American Tower) shall have no obligation to pay to Landlord and Landlord hereby agrees not to demand or request that Tenant pay to Landlord any Collocation Fee in connection with the sublease to or transfer of Tenant's obligations and/or rights under the Lease, as modified by this Amendment, to any subsidiary, parent or affiliate of Tenant or American Tower.

c. Landlord hereby acknowledges and agrees that Tenant and American Tower has the sole and absolute right to enter into, renew, extend, terminate, amend, restate, or otherwise modify

ATC Site No: 421226  
VZW Site No: 265475  
Site Name: NE01-HIRAM SCOTT NE

(including, without limitation, reducing rent or allowing the early termination of) any future or existing subleases, licenses or collocation agreements for occupancy on the Tower, all on such terms as Tenant and/or American Tower deems advisable, in Tenant's and/or American Tower's sole and absolute discretion, notwithstanding that the same may affect the amounts payable to the Landlord pursuant to this Section.

5. **Landlord and Tenant Acknowledgments.** Except as modified herein, the Lease and all provisions contained therein remain in full force and effect and are hereby ratified and affirmed. In the event there is a conflict between the Lease and this Amendment, this Amendment shall control. The Parties hereby agree that no defaults exist under the Lease. Landlord hereby acknowledges and agrees that Tenant shall not need consent or approval from, or to provide notice to, Landlord for any future activities at or uses of the Leased Premises, including, without limitation, installing, modifying, repairing, or replacing improvements within the Leased Premises and/or assigning all or any portion of Tenant's interest in this Lease, as modified by this Amendment. Notwithstanding the foregoing, Tenant shall need consent from Landlord for subleasing and licensing to additional customers, which consent shall not be conditioned or unreasonably withheld or delayed. Tenant and Tenant's sublessees and customers shall have vehicular (specifically including truck) and pedestrian access to the Leased Premises from a public right of way on a 24 hours per day, 7 days per week basis, together with utilities services to the Leased Premises from a public right of way. Upon request by Tenant and at Tenant's sole cost and expense but without additional consideration owed to Landlord, Landlord hereby consents to, and agrees to promptly execute and return to Tenant building permits, zoning applications and other forms and documents, including a memorandum of lease or any appeals related to the value of the Leased Premises, as required for the use of the Leased Premises by Tenant and/or Tenant's customers, licensees, and sublessees. Landlord hereby appoints Tenant as Landlord's attorney-in-fact coupled with an interest to prepare, execute and deliver land use and zoning and building permit applications that concern the Leased Premises, or any appeals related to the value of the Leased Premises, on behalf of Landlord with federal, state and local governmental authorities, provided that such applications or appeals shall be limited strictly to the use or value of the Leased Premises as a wireless telecommunications facility and that such attorney-in-fact shall not allow Tenant to re-zone or otherwise reclassify the Leased Premises or the Parent Parcel. The terms, provisions, and conditions of this Section shall survive the execution and delivery of this Amendment.
6. **Landlord Statements.** Landlord hereby represents and warrants to Tenant that: (i) to the extent applicable, Landlord is duly organized, validly existing, and in good standing in the jurisdiction in which Landlord was organized, formed, or incorporated, as applicable, and is otherwise in good standing and authorized to transact business in each other jurisdiction in which such qualifications are required; (ii) Landlord has the full power and authority to enter into and perform its obligations under this Amendment, and, to the extent applicable, the person(s) executing this Amendment on behalf of Landlord, have the authority to enter into and deliver this Amendment on behalf of Landlord; (iii) no consent, authorization, order, or approval of, or filing or registration with, any governmental authority or other person or entity is required for the execution and delivery by Landlord of this Amendment; (iv) Landlord is the sole owner of the Leased Premises and all other portions of the Parent Parcel; (v) to the best of Landlord's knowledge, there are no agreements, liens, encumbrances, claims, claims of lien, proceedings, or other matters (whether filed or recorded in the applicable public records or not) related to, encumbering, asserted against, threatened against, and/or pending with respect to the Leased Premises or any other portion of the Parent Parcel which do or could (now or any time in the future) adversely impact, limit, and/or impair Tenant's rights under the Lease, as amended and modified by this Amendment; (vi) so long as Tenant performs its obligations under the Lease, Tenant shall peaceably and quietly have, hold and enjoy the Leased Premises, and Landlord shall not act or permit any third person to act in any manner which would interfere with or disrupt Tenant's business or frustrate Tenant or

ATC Site No: 421226  
VZW Site No: 265475  
Site Name: NE01-HIRAM SCOTT NE

Tenant's customers' use of the Leased Premises and (vii) the square footage of the Leased Premises is the greater of Tenant's existing improvements on the Parent Parcel or the land area conveyed to Tenant under the Lease. The representations and warranties of Landlord made in this Section shall survive the execution and delivery of this Amendment. Landlord hereby does and agrees to indemnify Tenant for any damages, losses, costs, fees, expenses, or charges of any kind sustained or incurred by Tenant as a result of the breach of the representations and warranties made herein or if any of the representations and warranties made herein prove to be untrue. The aforementioned indemnification shall survive the execution and delivery of this Amendment.

7. **Notices.** The Parties acknowledge and agree that Section 23 of the Lease is hereby deleted in its entirety and is of no further force and effect. From and after the Effective Date the notice address and requirements of the Lease, as modified by this Amendment, shall be controlled by this Section of this Amendment. All notices must be in writing and shall be valid upon receipt when delivered by hand, by nationally recognized courier service, or by First Class United States Mail, certified, return receipt requested to the addresses set forth herein; To Landlord at: 2525 Circle Dr, Scottsbluff, NE 69361, with copy to: Attn City Attorney 1502 2nd Ave, Scottsbluff, NE 69361-3224; To Tenant at: Verizon Wireless, Attn: Network Real Estate, 180 Washington Valley Road, Bedminster, NJ 07921; with a copy to: Attn: Land Management 10 Presidential Way, Woburn, MA 01801, with copy to: Attn Legal Dept. 116 Huntington Avenue, Boston, MA 02116. Any of the Parties, by thirty (30) days prior written notice to the others in the manner provided herein, may designate one or more different notice addresses from those set forth above. Refusal to accept delivery of any notice or the inability to deliver any notice because of a changed address for which no notice was given as required herein, shall be deemed to be receipt of any such notice.
8. **Counterparts.** This Amendment may be executed in several counterparts, each of which when so executed and delivered, shall be deemed an original and all of which, when taken together, shall constitute one and the same instrument, even though all Parties are not signatories to the original or the same counterpart. Furthermore, the Parties may execute and deliver this Amendment by electronic means such as .pdf or similar format. Each of the Parties agrees that the delivery of the Amendment by electronic means will have the same force and effect as delivery of original signatures and that each of the Parties may use such electronic signatures as evidence of the execution and delivery of the Amendment by all Parties to the same extent as an original signature.
9. **Governing Law.** The Parties acknowledge and agree that Section 21 of the Lease is hereby deleted in its entirety and is of no further force and effect. From and after the Effective Date and notwithstanding anything to the contrary contained in the Lease and in this Amendment, the Lease and this Amendment shall be governed by and construed in all respects in accordance with the laws of the State or Commonwealth in which the Leased Premises is situated, without regard to the conflicts of laws provisions of such State or Commonwealth.
10. **Waiver.** The Parties acknowledge and agree that Section 11 of the Lease is hereby deleted in its entirety and is of no further force and effect. From and after the Effective Date and notwithstanding anything to the contrary contained herein, in no event shall Landlord or Tenant be liable to the other for, and Landlord and Tenant hereby waive, to the fullest extent permitted under applicable law, the right to recover incidental, consequential (including, without limitation, lost profits, loss of use or loss of business opportunity), punitive, exemplary and similar damages.
11. **Tenant's Securitization Rights; Estoppel.** Landlord hereby consents to the granting by Tenant and/or American Tower of one or more leasehold mortgages, collateral assignments, liens, and/or other security interests (collectively, a "*Security Interest*") in Tenant's (or American Tower's) interest in this Lease, as

ATC Site No: 421226  
VZW Site No: 265475  
Site Name: NE01-HIRAM SCOTT NE

amended, and all of Tenant's (or American Tower's) property and fixtures attached to and lying within the Leased Premises and further consents to the exercise by Tenant's (or American Tower's) mortgagee ("*Tenant's Mortgagee*") of its rights to exercise its remedies, including without limitation foreclosure, with respect to any such Security Interest. Landlord shall recognize the holder of any such Security Interest of which Landlord is given prior written notice (any such holder, a "*Holder*") as "*Tenant*" hereunder in the event a Holder succeeds to the interest of Tenant and/or American Tower hereunder by the exercise of such remedies. Landlord further agrees to execute a written estoppel certificate within thirty (30) days of written request of the same by Tenant, American Tower or Holder.

12. **Conflict/Capitalized Terms.** The Parties hereby acknowledge and agree that in the event of a conflict between the terms and provisions of this Amendment and those contained in the Lease, the terms and provisions of this Amendment shall control. Except as otherwise defined or expressly provided in this Amendment, all capitalized terms used in this Amendment shall have the meanings or definitions ascribed to them in the Lease. To the extent of any inconsistency in or conflict between the meaning, definition, or usage of any capitalized terms in this Amendment and the meaning, definition, or usage of any such capitalized terms or similar or analogous terms in the Lease, the meaning, definition, or usage of any such capitalized terms in this Amendment shall control.

[SIGNATURES FOLLOW ON NEXT PAGE]

ATC Site No: 421226  
VZW Site No: 265475  
Site Name: NE01-HIRAM SCOTT NE



**LANDLORD:**

**City of Scottsbluff, Nebraska,**  
a Nebraska municipal corporation

Signature: \_\_\_\_\_

Print Name: \_\_\_\_\_

Title: \_\_\_\_\_

Date: \_\_\_\_\_

[SIGNATURES CONTINUE ON NEXT PAGE]

ATC Site No: 421226  
VZW Site No: 265475  
Site Name: NE01-HIRAM SCOTT NE

**TENANT:**

**Cellco Partnership d/b/a Verizon Wireless**

**By: ATC Sequoia LLC, a Delaware limited liability company**

**Title: Attorney-in-Fact**

**Signature: \_\_\_\_\_**

**Print Name: \_\_\_\_\_**

**Title: \_\_\_\_\_**

**Date: \_\_\_\_\_**

**ATC Site No: 421226  
VZW Site No: 265475  
Site Name: NE01-HIRAM SCOTT NE**

**EXHIBIT A**

*This Exhibit A may be replaced at Tenant's option as described below*

**PARENT PARCEL**

*Tenant shall have the right to replace this description with a description obtained from Landlord's deed (or deeds) that include the land area encompassed by the Lease and Tenant's improvements thereon*

The Parent Parcel consists of the entire legal taxable lot owned by Landlord as described in a deed (or deeds) to Landlord of which the Leased Premises is a part thereof with such Parent Parcel being described below.

East 300' and vacated 1st Avenue North of 29th Street and the West 151.5' except the South 900 feet, all in William Frank Park Addition to the City of Scottsbluff, Scottsbluff County, Nebraska.

Being situated in the County of Scotts Bluff, State of Nebraska,  
and being known as Scotts Bluff County APN: 010305157.

**LEASED PREMISES**

*Tenant shall have the right to replace this description with a description obtained from the Lease or from a description obtained from an as-built survey conducted by Tenant.*

The Leased Premises consists of that portion of the Parent Parcel as defined in the Lease which shall include access and utilities easements. The square footage of the Leased Premises shall be the greater of: (i) the land area conveyed to Tenant in the Lease; (ii) Tenant's (and Tenant's customers) existing improvements on the Parent Parcel; or (iii) the legal description or depiction below (if any).

That part of a part of the East 300' and vacated 1st Avenue North of 29th Street and the West 151.5' except the South 900 feet, all in William Frank Park Addition to the City of Scottsbluff, Scottsbluff County, Nebraska, and being more particularly described as follows:

Referring to the Northwest corner of Scottsbluff ARNG Armory tract, a 5/8" Rebar found, thence northerly on an assumed bearing of North 02°15'50" East, on the westerly line of William Frank Park Addition, 8.00 feet, to the Point of Beginning for the described Land Space, thence following the perimeter of the Land Space on the following bearings and distances: thence North 02°15'50" East, 60.00 feet; thence South 88°17'52" East, 50.00 feet; thence South 02°15'50" West, 60.00 feet; thence North 88°17'52" West, 50.00 feet, to the Point of Beginning. Containing a total calculated area of 3,000 square feet, or 0.069 acres, more or less

ATC Site No: 421226  
VZW Site No: 265475  
Site Name: NE01-HIRAM SCOTT NE

**EXHIBIT A (Continued)**

**ACCESS AND UTILITIES**

The Access and Utilities Easements include all easements of record as well as existing access and utilities currently servicing the Leased Premises to and from a public right of way.

**Access/Utility Right of Way:**

An Access/Utility Right of Way, 19 feet in width, located in that part of the East 300' and vacated 1st Avenue North of 29th Street and the West 151.5' except the South 900 feet, all in William Frank Park Addition to the City of Scottsbluff, Scottsbluff County, Nebraska, situated on part of the Southeast Quarter (SE 1/4) of Section 14, Township 22 North, Range 55 West of the 6th P.M. in Scotts Bluff County, Nebraska and the centerline being more particularly described as follows.

Referring to the Northwest corner of Scottsbluff ARNG Armory tract, a 5/8" Rebar found, thence northerly on an assumed bearing of North 02°15'50" East, on the westerly line of William Frank Park Addition, 8.00 feet, to the Southwest corner of the described Land Space; thence following the perimeter of the Land Space on the following bearings and distances: thence North 02°15'50" East, 60.00 feet, thence South 88°17'52" East, 50.00 feet, thence South 02°15'50" West, 50.56 feet, to the Point of Beginning for the center line of the described right of way, thence easterly South 85°10'41" East, 118.83 feet; thence southerly South 00°00'00" East, 169.54 feet to a point of intersection on the northerly right of way line of 29th Street, also being the Point of Termination for the center line of the described easement. Containing a total calculated area of 4,325 square feet, or 0.099 acres, more or less.

**Utility Right of Way:**

An Utility Right of Way, 8 feet in width, located in that part of the East 300' and vacated 1st Avenue North of 29th Street and the West 151.5' except the South 900 feet, all in William Frank Park Addition to the City of Scottsbluff, Scottsbluff County, Nebraska, situated on part of the Southeast Quarter (SE 1/4) of Section 14, Township 22 North, Range 55 West of the 6th P.M. in Scotts Bluff County, Nebraska and the centerline being more particularly described as follows:

Referring to the Northwest corner of Scottsbluff ARNG Armory tract, a 5/8" Rebar found, thence northerly on an assumed bearing of North 02°15'50" East, on the westerly line of William Frank Park Addition, 4.00 feet, to the Point of Beginning for the center line of the described right of way, thence easterly South 88°17'52" East, 157.49 feet, thence southerly South 00°00'00" East, 162.49, to a point of intersection on the northerly right of way line of 29th Street, also being the Point of Termination for the center line of the described right of way. Containing a total calculated area of 2560 square feet, or 0.059 acres, more or less.

ATC Site No: 421226  
VZW Site No: 265475  
Site Name: NE01-HIRAM SCOTT NE

## **EXHIBIT B**

# **FORM OF MEMORANDUM OF LEASE**

ATC Site No: 421226  
VZW Site No: 265475  
Site Name: NE01-HIRAM SCOTT NE

**Prepared by and Return to:**

American Tower  
10 Presidential Way  
Woburn, MA 01801  
Attn: Land Management/Nicole Nelson, Esq.  
ATC Site No: 421226  
ATC Site Name: NE01-HIRAM SCOTT NE  
Assessor's Parcel No(s): 010305157

**Prior Recorded Lease Reference:**

Book \_\_\_\_\_, Page \_\_\_\_\_  
Document No: \_\_\_\_\_  
State of Nebraska  
County of Scotts Bluff

**MEMORANDUM OF LEASE**

This Memorandum of Lease (the "*Memorandum*") is entered into on the \_\_\_\_\_ day of \_\_\_\_\_, 202\_\_ by and between City of Scottsbluff, Nebraska, a Nebraska municipal corporation ("*Landlord*") and Celco Partnership d/b/a Verizon Wireless ("*Tenant*").

**NOTICE** is hereby given of the Lease (as defined and described below) for the purpose of recording and giving notice of the existence of said Lease. To the extent that notice of such Lease has previously been recorded, then this Memorandum shall constitute an amendment of any such prior recorded notice(s).

- Parent Parcel and Lease.** Landlord is the owner of certain real property being described in **Exhibit A** attached hereto and by this reference made a part hereof (the "*Parent Parcel*"). Landlord (or its predecessor-in-interest) and Tenant (or its predecessor-in-interest) entered into that certain Land Lease Agreement dated July 3, 2014 (as the same may have been amended from time to time, collectively, the "*Lease*"), pursuant to which the Tenant leases a portion of the Parent Parcel and is the beneficiary of certain easements for access and public utilities, all as more particularly described in the Lease (such portion of the Parent Parcel so leased along with such portion of the Parent Parcel so affected, collectively, the "*Leased Premises*"), which Leased Premises is also described on **Exhibit A**.
- American Tower.** Tenant, Verizon Communications Inc., a Delaware corporation, and other parties identified therein, entered into a Management Agreement and a Master Prepaid Lease, both with an effective date of March 27, 2015 and both with ATC Sequoia LLC, a Delaware limited liability company ("*American Tower*"), pursuant to which American Tower subleases, manages, operates and maintains, as applicable, the Leased Premises, all as more particularly described therein. In connection with these responsibilities, Tenant has also granted American Tower a limited power of attorney (the "*POA*") to, among other things, prepare, negotiate, execute, deliver, record and/or file certain documents on behalf of Tenant, all as more particularly set forth in the POA.
- Expiration Date.** Subject to the terms, provisions, and conditions of the Lease, and assuming the exercise by Tenant of all renewal options contained in the Lease, the final expiration date of the Lease would be August 31, 2054. Notwithstanding the foregoing, in no event shall Tenant be required to exercise any option to renew the term of the Lease.

ATC Site No: 421226  
VZW Site No: 265475  
Site Name: NE01-HIRAM SCOTT NE

4. **Leased Premises Description.** Tenant shall have the right, exercisable by Tenant at any time during the original or renewal terms of the Lease, to cause an as-built survey of the Leased Premises to be prepared and, thereafter, to replace, in whole or in part, the description(s) of the Leased Premises set forth on **Exhibit A** with a legal description or legal descriptions based upon such as-built survey. Upon Tenant's request, Landlord shall execute and deliver any documents reasonably necessary to effectuate such replacement, including, without limitation, amendments to this Memorandum and to the Lease.
5. **Effect/Miscellaneous.** This Memorandum is not a complete summary of the terms, provisions and conditions contained in the Lease. In the event of a conflict between this Memorandum and the Lease, the Lease shall control. Landlord hereby grants the right to Tenant to complete and execute on behalf of Landlord any government or transfer tax forms necessary for the recording of this Memorandum. This right shall terminate upon recording of this Memorandum.
6. **Notices.** All notices must be in writing and shall be valid upon receipt when delivered by hand, by nationally recognized courier service, or by First Class United States Mail, certified, return receipt requested to the addresses set forth herein; To Landlord at: 2525 Circle Dr, Scottsbluff, NE 69361, **with copy to:** Attn City Attorney 1502 2nd Ave, Scottsbluff, NE 69361-3224, To Tenant at: Verizon Wireless, Attn.: Network Real Estate, 180 Washington Valley Road, Bedminster, NJ 07921; with a copy to; American Tower, Attn: Land Management 10 Presidential Way, Woburn, MA 01801, **with copy to:** Attn Legal Dept. 116 Huntington Avenue, Boston, MA 02116. Any of the parties hereto, by thirty (30) days prior written notice to the other in the manner provided herein, may designate one or more different notice addresses from those set forth above. Refusal to accept delivery of any notice or the inability to deliver any notice because of a changed address for which no notice was given as required herein, shall be deemed to be receipt of any such notice.
7. **Counterparts.** This Memorandum may be executed in multiple counterparts, each of which when so executed and delivered, shall be deemed an original and all of which, when taken together, shall constitute one and the same instrument.
8. **Governing Law.** This Memorandum shall be governed by and construed in all respects in accordance with the laws of the State or Commonwealth in which the Leased Premises is situated, without regard to the conflicts of laws provisions of such State or Commonwealth.

[SIGNATURES FOLLOW ON NEXT PAGE]

ATC Site No: 421226  
VZW Site No: 265475  
Site Name: NE01-HIRAM SCOTT NE

IN WITNESS WHEREOF, Landlord and Tenant have each executed this Memorandum as of the day first above written.

**LANDLORD**

**2 WITNESSES**

**City of Scottsbluff, Nebraska,**  
a Nebraska municipal corporation

Signature: \_\_\_\_\_

Signature: \_\_\_\_\_

Print Name: \_\_\_\_\_

Print Name: \_\_\_\_\_

Title: \_\_\_\_\_

Date: \_\_\_\_\_

Signature: \_\_\_\_\_

Print Name: \_\_\_\_\_

**WITNESS AND ACKNOWLEDGEMENT**

State/Commonwealth of \_\_\_\_\_

County of \_\_\_\_\_

On this \_\_\_\_ day of \_\_\_\_\_, 202\_\_\_\_, before me, the undersigned Notary Public, personally appeared \_\_\_\_\_, who proved to me on the basis of satisfactory evidence) to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument, the person(s) or the entity upon which the person(s) acted, executed the instrument.

WITNESS my hand and official seal.

\_\_\_\_\_  
Notary Public  
Print Name: \_\_\_\_\_  
My commission expires: \_\_\_\_\_

[SEAL]

*[SIGNATURES CONTINUE ON NEXT PAGE]*

ATC Site No: 421226  
VZW Site No: 265475  
Site Name: NE01-HIRAM SCOTT NE



**TENANT**

**WITNESSES**

**Cellco Partnership d/b/a Verizon Wireless**

By: ATC Sequoia LLC,  
a Delaware limited liability company

Title: Attorney-in-Fact

Signature: \_\_\_\_\_  
Print Name: \_\_\_\_\_  
Title: \_\_\_\_\_  
Date: \_\_\_\_\_

Signature: \_\_\_\_\_  
Print Name: \_\_\_\_\_  
  
Signature: \_\_\_\_\_  
Print Name: \_\_\_\_\_

**WITNESS AND ACKNOWLEDGEMENT**

Commonwealth of Massachusetts

County of Middlesex

On this \_\_\_\_ day of \_\_\_\_\_, 202\_\_\_\_, before me, the undersigned Notary Public, personally appeared \_\_\_\_\_, who proved to me on the basis of satisfactory evidence) to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument, the person(s) or the entity upon which the person(s) acted, executed the instrument.

WITNESS my hand and official seal.

\_\_\_\_\_  
Notary Public  
Print Name: \_\_\_\_\_  
My commission expires: \_\_\_\_\_

[SEAL]

ATC Site No: 421226  
VZW Site No: 265475  
Site Name: NE01-HIRAM SCOTT NE

**EXHIBIT A**

*This Exhibit A may be replaced at Tenant's option as described below*

**PARENT PARCEL**

*Tenant shall have the right to replace this description with a description obtained from Landlord's deed (or deeds) that include the land area encompassed by the Lease and Tenant's improvements thereon*

The Parent Parcel consists of the entire legal taxable lot owned by Landlord as described in a deed (or deeds) to Landlord of which the Leased Premises is a part thereof with such Parent Parcel being described below.

East 300' and vacated 1st Avenue North of 29th Street and the West 151.5' except the South 900 feet, all in William Frank Park Addition to the City of Scottsbluff, Scottsbluff County, Nebraska.

Being situated in the County of Scotts Bluff, State of Nebraska,  
and being known as Scotts Bluff County APN: 010305157.

**LEASED PREMISES**

*Tenant shall have the right to replace this description with a description obtained from the Lease or from a description obtained from an as-built survey conducted by Tenant.*

The Leased Premises consists of that portion of the Parent Parcel as defined in the Lease which shall include access and utilities easements. The square footage of the Leased Premises shall be the greater of: (i) the land area conveyed to Tenant in the Lease; (ii) Tenant's (and Tenant's customers) existing improvements on the Parent Parcel; or (iii) the legal description or depiction below (if any).

That part of a part of the East 300' and vacated 1st Avenue North of 29th Street and the West 151.5' except the South 900 feet, all in William Frank Park Addition to the City of Scottsbluff, Scottsbluff County, Nebraska, and being more particularly described as follows:

Referring to the Northwest corner of Scottsbluff ARNG Army tract, a 5/8" Rebar found, thence northerly on an assumed bearing of North 02°15'50" East, on the westerly line of William Frank Park Addition, 8.00 feet, to the Point of Beginning for the described Land Space; thence following the perimeter of the Land Space on the following bearings and distances: thence North 02°15'50" East, 60.00 feet; thence South 88°17'52" East, 50.00 feet; thence South 02°15'50" West, 60.00 feet; thence North 88°17'52" West, 50.00 feet, to the Point of Beginning. Containing a total calculated area of 3,000 square feet, or 0.069 acres, more or less

ATC Site No: 421226  
VZW Site No: 265475  
Site Name: NE01-HIRAM SCOTT NE

## EXHIBIT A (Continued)

### ACCESS AND UTILITIES

The Access and Utilities Easements include all easements of record as well as existing access and utilities currently servicing the Leased Premises to and from a public right of way.

#### Access/Utility Right of Way:

An Access/Utility Right of Way, 19 feet in width, located in that part of the East 300' and vacated 1st Avenue North of 29th Street and the West 151.5' except the South 900 feet, all in William Frank Park Addition to the City of Scottsbluff, Scottsbluff County, Nebraska, situated on part of the Southeast Quarter (SE 1/4) of Section 14, Township 22 North, Range 55 West of the 6th P.M. in Scotts Bluff County, Nebraska and the centerline being more particularly described as follows.

Referring to the Northwest corner of Scottsbluff ARNG Armory tract, a 5/8" Rebar found, thence northerly on an assumed bearing of North 02°15'50" East, on the westerly line of William Frank Park Addition, 8.00 feet, to the Southwest corner of the described Land Space; thence following the perimeter of the Land Space on the following bearings and distances: thence North 02°15'50" East, 60.00 feet; thence South 88°17'52" East, 50.00 feet; thence South 02°15'50" West, 50.56 feet, to the Point of Beginning for the center line of the described right of way, thence easterly South 85°10'41" East, 118.83 feet; thence southerly South 00°00'00" East, 169.54 feet, to a point of intersection on the northerly right of way line of 29th Street, also being the Point of Termination for the center line of the described easement. Containing a total calculated area of 4,325 square feet, or 0.099 acres, more or less.

#### Utility Right of Way:

An Utility Right of Way, 8 feet in width, located in that part of the East 300' and vacated 1st Avenue North of 29th Street and the West 151.5' except the South 900 feet, all in William Frank Park Addition to the City of Scottsbluff, Scottsbluff County, Nebraska situated on part of the Southeast Quarter (SE 1/4) of Section 14, Township 22 North, Range 55 West of the 6th P.M. in Scotts Bluff County, Nebraska and the centerline being more particularly described as follows:

Referring to the Northwest corner of Scottsbluff ARNG Armory tract, a 5/8" Rebar found, thence northerly on an assumed bearing of North 02°15'50" East, on the westerly line of William Frank Park Addition, 4.00 feet, to the Point of Beginning for the center line of the described right of way, thence easterly South 88°17'52" East, 157.49 feet, thence southerly South 00°00'00" East, 162.49, to a point of intersection on the northerly right of way line of 29th Street, also being the Point of Termination for the center line of the described right of way. Containing a total calculated area of 2560 square feet, or 0.059 acres, more or less.

ATC Site No: 421226  
VZW Site No: 265475  
Site Name: NE01-HIRAM SCOTT NE

# **City of Scottsbluff, Nebraska**

**Monday, December 7, 2020**

**Regular Meeting**

## **Item Reports2**

**Council to discuss and consider action on the 23 Club Agreement and authorize the Mayor to execute the Agreement.**

**Staff Contact: Rick Kuckkahn, Interim City Manager**

## AGREEMENT

This Agreement is entered into between the City of Scottsbluff, Nebraska a Municipal Corporation, hereinafter referred to as “City” and the 23 Club, Inc., a nonprofit corporation, hereinafter referred to as the “23 Club.”

The parties agree that the City will maintain four baseball fields at the 23 Club baseball complex in Scottsbluff for regular season games only, and agrees to clean the restrooms at the complex, approximately 35 times throughout the course of the baseball season, excluding any tournament games or special events, under the following terms and conditions:

1. The term of this Agreement shall be a period of ten (10) years commencing April 1, 2021 and ending March 30, 2031. Provided, if the 23 Club shall fail for a period of ten (10) days or more to perform any of the covenants contained in this Agreement, the City, at its election, may terminate this Agreement by written notice delivered or mailed to 23 Club at its last known address.
2. In consideration for the Agreement, the 23 Club agrees to pay \$3,000.00 per year to the City prior to the City providing the services listed below. This payment shall be made on or before June 1 of each year.
3. In consideration for the payment described, City agrees that for approximately 35 times throughout the course of the baseball regular season games only, it shall do field, restroom maintenance and preparation of the fields which include but not be limited to the following responsibilities:
  - a. Marking the batters’ box and foul lines to the outfield fence for scheduled games.
  - b. Filling, packing, raking and dragging the infields prior to chalking to ensure that all low spots are filled in around the batters’ box, pitcher’s mound, areas surrounding the bases and any other areas that do not represent a level playing surface.
  - c. Maintaining proper moisture levels as to minimize the dust and erosion of the playing surface and expediting the packing of the soil as desired.
  - d. Securing bases in a level position.
  - e. The City shall make a reasonable attempt to prepare the baseball fields during wet and raining conditions. The decision on whether or not to play baseball on the fields will be made by the City and shall take place on the day of the scheduled game, but only after consultation with the 23 Club President or its designee.

f. The City will begin preparing the fields at approximately 7:00 a.m. on the day of scheduled games. The City will not be responsible for poor field conditions caused by others after the completion of the City's preparation of the fields for that day.

g. The City agrees to provide the materials for the operation and maintenance of the ball fields and restrooms.

h. Keeping the restrooms clean, neat and orderly.

i. Cleaning restrooms on the day that field maintenance is provided.

j. The above items will only be provided for regular season games and not for any tournament games or special events, provided the 23 Club may use the equipment at the baseball complex for tournament games or special events.

4. In addition to paragraph 2., the 23 Club agrees to do the following:

a. All trash pickup shall be the responsibility of the 23 Club, with the exception of the large metal dumpsters which will be dumped by the City Environmental Services Department.

b. Once the City has completed its preparation the 23 Club shall be responsible for any additional maintenance and upkeep following the start of the initial game scheduled for that day.

c. The 23 Club agrees not to undertake any modifications of the fields without first consulting the City's Parks and Recreation Department.

Dated this \_\_\_\_ day of \_\_\_\_\_, 2020.

CITY OF SCOTTSBLUFF, NEBRASKA,  
A Municipal Corporation

By \_\_\_\_\_  
Mayor

ATTEST:

23 CLUB, INC., A Non-Profit Corporation

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

By \_\_\_\_\_  
President

# **City of Scottsbluff, Nebraska**

**Monday, December 7, 2020**

**Regular Meeting**

## **Item Reports3**

**Council to discuss and consider action on LB 1021 regarding Expedited Reviews of Eligible Redevelopment Projects and approve the application from the Nebraska Department of Economic Development**

**Staff Contact: Rick Kuckkahn, Interim City Manager**

West's Revised Statutes of Nebraska Annotated  
Chapter 18. Cities and Villages; Laws Applicable to All  
Article 21. Community Development (Refs & Annos)

Neb.Rev.St. § 18-2155

18-2155. Plan; expedited review; eligibility; procedure; projects; use of property taxes; requirements

Effective: November 14, 2020  
Currentness

(1) The governing body of a city may elect by resolution to allow expedited reviews of redevelopment plans that meet the requirements of subsection (2) of this section. A redevelopment plan that receives an expedited review pursuant to this section shall be exempt from the requirements of sections 18-2111 to 18-2115 and 18-2116.

(2) A redevelopment plan is eligible for expedited review under this section if:

(a) The redevelopment plan includes only one redevelopment project;

(b) The redevelopment project involves the repair, rehabilitation, or replacement of an existing structure located within a substandard and blighted area;

(c) The redevelopment project is located in a county with a population of less than one hundred thousand inhabitants;

(d) The existing structure is at least sixty years old; and

(e) The assessed value of the property within the redevelopment project area when the project is complete is estimated to be no more than:

(i) Two hundred fifty thousand dollars for a redevelopment project involving a single-family residential structure;

(ii) One million dollars for a redevelopment project involving a multi-family residential structure or commercial structure; or

(iii) Ten million dollars for a redevelopment project involving the revitalization of a structure included in the National Register of Historic Places.

(3) The expedited review shall consist of the following steps:



(a) A redeveloper shall prepare the redevelopment plan using a standard form developed by the Department of Economic Development. The form shall include (i) the existing uses and condition of the property within the redevelopment project area, (ii) the proposed uses of the property within the redevelopment project area, (iii) the current age of the existing structure, (iv) the current assessed value of the property within the redevelopment project area, (v) the increase in the assessed value of the property within the redevelopment project area that is estimated to occur as a result of the redevelopment project, and (vi) an indication of whether the redevelopment project will be financed in whole or in part through the division of taxes as provided in section 18-2147;

(b) The redeveloper shall submit the redevelopment plan directly to the governing body along with any building permit or other permits necessary to complete the redevelopment project and an application fee in an amount set by the governing body, not to exceed fifty dollars. Such application fee shall be separate from any fees for building permits or other permits needed for the project; and

(c) If the governing body has elected to allow expedited reviews of redevelopment plans under subsection (1) of this section and the submitted redevelopment plan meets the requirements of subsection (2) of this section, the governing body shall approve the redevelopment plan within thirty days after submission of the plan.

(4) Each city may select the appropriate employee or department to conduct expedited reviews pursuant to this section.

(5) For any approved redevelopment project that is financed in whole or in part through the division of taxes as provided in section 18-2147:

(a) The authority shall incur indebtedness in the form of a promissory note issued to the owner of record of the property on which the structure identified in the redevelopment plan is located. The total amount of indebtedness shall not exceed the amount estimated to be generated over a ten-year period from the portion of taxes mentioned in subdivision (1)(b) of section 18-2147. The terms of such promissory note shall clearly state that such indebtedness does not create a general obligation on behalf of the authority or the city in the event that the amount generated over a ten-year period from the portion of taxes mentioned in subdivision (1)(b) of section 18-2147 does not equal the costs of the agreed-upon work to repair, rehabilitate, or replace the structure as provided in the redevelopment plan;

(b) Upon completion of the agreed-upon work to repair, rehabilitate, or replace the structure as provided in the redevelopment plan, the redeveloper shall notify the county assessor of such completion; and

(c) The county assessor shall then determine:

(i) Whether the redevelopment project is complete. Redevelopment projects must be completed within two years after the redevelopment plan is approved under this section; and

(ii) The assessed value of the property within the redevelopment project area.

(6) After the county assessor makes the determinations required under subdivision (5)(c) of this section, the county assessor shall use a standard certification form developed by the Department of Revenue to certify to the authority:

- (a) That improvements have been made and completed;
- (b) That a valuation increase has occurred;
- (c) The amount of the valuation increase; and
- (d) That the valuation increase was due to the improvements made.

(7) Once the county assessor has made the certification required under subsection (6) of this section, the authority may begin to use the portion of taxes mentioned in subdivision (1)(b) of section 18-2147 to pay the indebtedness incurred by the authority under subdivision (5)(a) of this section. The payments shall be remitted to the owner of record of the property on which the structure identified in the redevelopment plan is located.

(8) A single fund may be used for all redevelopment projects that receive an expedited review pursuant to this section. It shall not be necessary to create a separate fund for any such project, including a project financed in whole or in part through the division of taxes as provided in section 18-2147.

#### **Credits**

Laws 2020, LB 1021, § 11, eff. Nov. 14, 2020.

Neb. Rev. St. § 18-2155, NE ST § 18-2155

Current through the end of the 2nd Regular Session of the 106th Legislature (2020)

---

End of Document

© 2020 Thomson Reuters. No claim to original U.S. Government Works.

**Application for Expedited Review  
of Community Redevelopment Plan  
Tax Increment Financing (TIF) Project**

<b>For Official Use</b>	
Date Received _____	
Date of Approval _____	
Approved	Denied

County Name	City
Redeveloper (Owner)	
Redevelopment Project Name	
Parcel Number	Legal Description of Property
Application Date of the Expedited Redevelopment	

1. What are the existing uses and condition of the property within the redevelopment project area?
2. What are the proposed uses of the property within the redevelopment project area?
3. What is the current age of the existing structure?
4. Describe improvements to be made to the property.
5. What the increase in the assessed value of the property within the redevelopment project area that is estimated to occur as a result of the redevelopment project?
6. What is the expected completion date of the redevelopment project ( must be within two years of the application date)?
7. Will the redevelopment project will be financed in whole or in part through the division of taxes as provided in section 18-2147? Yes      No
8. Building permit numbers (if required) _____ If building permits are not required, please attach a completed copy of the Improvement Information Statement (see link in Instructions). Attach copies of permits to application.

Redeveloper's Signature \_\_\_\_\_ Date \_\_\_\_\_

**Upon completion of this form, the redeveloper must provide the original to the City or Community Redevelopment Authority.**  
*(see form instructions on reverse)*

# Instructions

**Who Must File.** If a city or the city's community redevelopment authority (CRA) has elected to allow expedited reviews of redevelopment plans that meet the requirements below, this form must be filed with the city or the CRA in order to receive an expedited review. A redevelopment plan is eligible for expedited review if:

1. The redevelopment plan includes only one project;
2. The project involves the repair, rehabilitation, or replacement of an existing structure located within a substandard and blighted area;
3. The project is located in a county with a population of less than 100,000 inhabitants;
4. The existing structure is at least 60 years old; and
5. The assessed value of the property within the project area when the project is complete is estimated to be no more than:
  - a. \$250,000 for a project involving a single-family residential structure;
  - b. \$1 million for a project involving a multi-family residential or commercial structure;
  - c. \$10 million for a project involving the revitalization of a structure included in the National Register of Historic Places.

The redeveloper shall submit the redevelopment plan directly to the city or CRA, along with any building permit or other permits necessary to complete the redevelopment project, and an application fee in an amount set by the governing body, not to exceed fifty dollars. If the city or CRA determines that the application meets the requirements above, the authority will approve the plan within 30 days, the authority incurs indebtedness for the project, and the project begins.

Upon approval by the city or CRA, the authority should provide a copy of the application and all supporting documentation to the county assessor.

The Improvement Information Statement maybe found here:

[https://revenue.nebraska.gov/sites/revenue.nebraska.gov/files/doc/pad/forms/Improvement\\_Information\\_Statement.pdf](https://revenue.nebraska.gov/sites/revenue.nebraska.gov/files/doc/pad/forms/Improvement_Information_Statement.pdf)

# **City of Scottsbluff, Nebraska**

**Monday, December 7, 2020**

**Regular Meeting**

## **Item Reports4**

**Council to discuss and consider action on the Maintenance Agreement No. 22 between the City of Scottsbluff and the Nebraska Department of Transportation and authorize the Mayor to sign the Agreement.**

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

# AGREEMENT RENEWAL

Maintenance Agreement No. 22  
Maintenance Agreement between the Nebraska Department of Transportation and the  
Municipality of Scottsbluff  
Municipal Extensions in Scottsbluff

We hereby agree that Maintenance Agreement No. 22 described above be renewed for  
the period January 1, 2021 to December 31, 2021.

All figures, terms and exhibits to remain in effect as per the original agreement dated  
January 1, 2017 with revised Attachments B and C attached hereto.

In witness whereof, the parties hereto have caused these presents to be executed by  
their proper officials thereunto duly authorized as of the dates indicated below.

Executed by the City this \_\_\_\_\_ day of \_\_\_\_\_, 2020.

ATTEST: City of Scottsbluff

\_\_\_\_\_  
*City Clerk/Witness*

\_\_\_\_\_  
*Mayor/Designee*

Executed by the State this \_\_\_\_\_ day of \_\_\_\_\_, 2021.

ATTEST: State of Nebraska

\_\_\_\_\_  
*District Engineer, Department of Transportation*

NDOT Form 507, August 17

# ~~NEBRASKA~~

Good Life. Great Journey.

DEPARTMENT OF ROADS

Attachment "A"

**MAINTENANCE OPERATION AND RESPONSIBILITY**  
**Municipal extensions and connecting links**  
*(Streets Designated Part of the State Highway System excluding Freeways)*

Maintenance Responsibility  
 Neb. Rev. Stat. § 39-2105

<u>Maintenance Operation</u> Neb. Rev. Stat. § 39-1339	Metropolitan Cities (Omaha)	Primary Cities (Lincoln)	1 <sup>st</sup> Class Cities	2 <sup>nd</sup> Class Cities & Villages
Surface maintenance of the traveled way equivalent to the design of the rural highway leading into municipality.	Department	Department	Department	Department
Surface maintenance of the roadway exceeding the design of the rural highway leading into the municipality including shoulders and auxiliary lanes.	City	City	City	City
Surface maintenance on parking lanes.	City	City	City	Department
Maintenance of roadway appurtenances (including, but not limited to, sidewalks, storm sewers, guardrails, handrails, steps, curb or grate inlets, driveways, fire plugs, or retaining walls)	City	City	City	City or Village
Mowing of the right-of-way, right-of-way maintenance and snow removal.	City	City	City	City or Village
Bridges from abutment to abutment, except appurtenances.	Department	Department	Department	Department

Maintenance Responsibility  
 Neb. Rev. Stat. § 60-6, 120 & § 60-6, 121

<u>Maintenance Operation</u> Neb. Rev. Stat. § 39-1339	Metropolitan Cities (Omaha)	Primary Cities (Lincoln)	1 <sup>st</sup> Class Cities > 40,000	1 <sup>st</sup> Class Cities < 40,000	2 <sup>nd</sup> Class Cities
Pavement markings limited to lane lines, centerline, No passing lines, and edge lines on all connecting links except state maintained freeways	City	City	City	Department	Department
Miscellaneous pavement marking, including angle and parallel parking lanes, pedestrian crosswalks, school crossings, etc.	City	City	City	City	City
Maintenance and associated power costs of traffic signals and roadway lighting as referred to in original project agreement.	City	City	City	Department	Department
Procurement, installation and maintenance of guide and route marker signs	City	City	City	Department	Department
Procurement, installation and maintenance of regulatory and warning signs.	City	City	City	Department	Department



Good Life. Great Journey.

DEPARTMENT OF TRANSPORTATION

### City Maintenance Agreement

#### Attachment B

City of: Scottsbluff

Date: 11/23/20

Surface Maintenance

From Attachment "C", it is determined that the State's responsibility for surface maintenance within the City limits is 17.52 lane miles. Pursuant to Sections 1c, 8b, 8d of the Agreement and to Attachment "C" made part of this Agreement through reference, the State agrees to pay to the City the sum of \$2,100.00 per lane mile for performing the surface maintenance on those lanes listed on Attachment "C".

Amount due the City for surface maintenance:

$$17.52 \text{ lane miles} \times \$2,100.00 \text{ per lane mile} = \$36,792.00.$$

Snow Removal

From Attachment "A", it is determined that snow removal within City limits is the responsibility of the City. Pursuant to Section 8d of the Agreement and to Attachment "C" made a part of this Agreement through reference, the City agrees to pay to the State the sum of \$ \_\_\_\_\_ per lane mile for performing snow removal on those lanes listed on Attachment "C".

Amount due the State for snow removal:

$$\text{lane miles} \times \$ \text{ per lane mile} = \$$$

Other (Explain)



**EXHIBIT "C"**

City of **SCOTTSBLUFF**

**STATE OF NEBRASKA  
DEPARTMENT OF ROADS**

**RESPONSIBILITY FOR SURFACE MAINTENANCE  
OF MUNICIPAL EXTENSIONS**

**NEB. REV. STAT. 39-1339  
and NEB. REV. STAT. 39-2101**

<b>DESCRIPTION</b>	<b>HWY. NO.</b>	<b>REF FROM</b>	<b>POST TO</b>	<b>LENGTH IN MILES</b>	<b>WIDTH OF STREET</b>	<b>TOTAL DRIVING LANES</b>	<b>TOTAL LANE MILES</b>	<b>RESPONSIBILITY STATE</b>	<b>CITY</b>
<b>EAST CITY LIMITS TO WEST CITY LIMITS</b>	<b>26</b>	<b>21.78</b>	<b>25.18</b>	<b>3.40</b>	<b>48'</b>	<b>4</b>	<b>13.60</b>	<b>13.24</b>	<b>.36</b>
<b>N. JCT 71/26 TO NORTH CITY LIMITS</b>	<b>71</b>	<b>62.91</b>	<b>63.63</b>	<b>.72</b>	<b>40'</b>	<b>2</b>	<b>1.44</b>	<b>1.26</b>	<b>.18</b>
<b>WEST CITY LIMITS TO SOUTH LIMITS</b>	<b>S79H</b>	<b>.56</b>	<b>2.07</b>	<b>1.51</b>	<b>40'</b>	<b>2</b>	<b>3.02</b>	<b>3.02</b>	
<b>TOTAL LANE MILES</b>				<b>5.63</b>			<b>18.06</b>	<b>17.52</b>	<b>.54</b>

# **City of Scottsbluff, Nebraska**

**Monday, December 7, 2020**

**Regular Meeting**

## **Item Resolut.1**

**Council to consider and take action on the Resolution to approve the Redevelopment Plan submitted by YOLO Properties, LLC for the YOLO Properties Carwash Project.**

**Staff Contact: Rick Kuckkahn, Interim City Manager**

**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 *YOLO Properties Carwash* project by YOLO Properties 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. The Planning Commission did not make a recommendation 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 2016 Scottsbluff 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 December 7, 2020, 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 impacted by the project.

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 December 7, 2020.

\_\_\_\_\_  
Mayor

ATTEST:

\_\_\_\_\_  
City Clerk (Seal)

# **City of Scottsbluff, Nebraska**

**Monday, December 7, 2020**

**Regular Meeting**

## **Item Resolut.2**

**Council to consider and take action on the Resolution to approve Expedited Reviews of Eligible Redevelopment Projects.**

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

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

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

**Recitals:**

a. According to L.B. 1021 (Neb. Laws 2020), now codified in the Community Development Law, NEB. REV. STAT. § 18-2101 *et seq.* (the “Act”), the City Council may elect by resolution to allow expedited reviews of redevelopment plans that meet the requirements of Section 18-2155(2) of the Act (“Eligible Redevelopment Plans”).

b. The Community Redevelopment Authority has recommended to the City Council that the City Council allow expedited reviews of Eligible Redevelopment Plans.

**Resolved:**

1. The City of Scottsbluff shall allow expedited reviews of Eligible Redevelopment Plans according to the Act.

2. The City shall charge an application fee for Eligible Redevelopment Plans in the amount of \$50.00 per application.

3. The City Manager or his or her designee shall conduct expedited reviews of the Eligible Redevelopment Plan applications and submit the Eligible Redevelopment Plans to the City Council for review and approval according to the Act.

4. 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 Act.

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

**PASSED and APPROVED** on December 7, 2020.

\_\_\_\_\_  
Mayor

ATTEST:

\_\_\_\_\_  
City Clerk (Seal)

# **City of Scottsbluff, Nebraska**

**Monday, December 7, 2020**

**Regular Meeting**

## **Item Resolut.3**

**Council to discuss and consider action on a Resolution for the purpose of committing LB840 funds as a match for the Nebraska Department of Economic Development Regional Workforce Housing Grant.**

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

Resolution No 20-\_\_\_\_\_

*WHEREAS*, the City of Scottsbluff, Nebraska (“Scottsbluff”) operates its Economic Development Program (the “Program”) through the use of its Economic Development Program Funds (the “Funds”); and

*WHEREAS*, the Program is able—under its Economic Development Plan (the “Plan”) and the Nebraska Local Option Municipal Economic Devolvement Act (NEB. REV. STAT. § 18-2701 *et. seq.*)—to provide assistance from the Funds in the form of grants to businesses that derive their principal source of income from the construction or rehabilitation for sale or lease of housing as part of a workforce housing plan; and

*WHEREAS*, the Plan includes workforce housing plan, and the Rural Workforce Housing Fund (RWHF) with the Nebraska Department of Economic Development is accepting applications for a match-grant to eligible non-profit organizations for rural workforce housing projects; and

*WHEREAS*, projects eligible under the RWHF program may likewise qualify for assistance under the Program, and Twin Cities Development, Inc. (“TCD”) is an eligible non-profit organization interested in submitting a match-grant application to the RWHF program; and

*WHEREAS*, the RWHF program requires a 50% local match of funds from the applicant or from the surrounding community of the applicant, and TCD has submitted an application under the Program for Scottsbluff to provide matching funds from Funds of the Program for TCD’s RWHF program application; and

*WHEREAS*, TCD’s application for assistance under the Program has been reviewed and recommended for approval by the Program’s Application Review Committee (the “Committee”) in an amount of \$350,000, subject to (1) such Funds being spent directly on Qualifying Businesses under the Program, which are anticipated to be contractors or businesses that derive their principal source of income from the construction or rehabilitation for sale or lease of housing; (2) such funds being expended for housing projects located in the municipal limits of Scottsbluff; and (3) an economic development assistance agreement between Scottsbluff and TCD, satisfactory to Scottsbluff, being executed to that effect.

*NOW, THEREFORE, BE IT RESOLVED* by the Mayor and the City Council of the City of Scottsbluff, Nebraska, that the following is committed:

1. Scottsbluff commits and earmarks up to \$350,000 from the Funds to TCD as a local match to the match-grant requirements of TCD’s anticipated application to the RWHF program, subject to the following:

A. The commitment of \$350,000 is conditional upon Scottsbluff and TCD executing an economic development assistance agreement, satisfactory to Scottsbluff, under which the Funds pledged and distributed to TCD are (i) spent directly on Qualifying Business of the Plan, which are anticipated to be contractors or businesses that



derive their principal source of income from the construction or rehabilitation for sale or lease of housing; (ii) such Funds are expended for housing projects located in the municipal limits of Scottsbluff; and (iii) TCD's RWHF program application is granted by the Nebraska Department of Economic Development in an amount that matches at least the \$350,000 from the Fund; provided, however, that Scottsbluff's commitment of the Funds may be reduced proportionally to the amount awarded by the Nebraska Department of Economic Development under the RWHF program.

B. The commitment of Funds shall expire if (i) TCD declines to submit the RWHF program application in January 2021, or (ii) TCD's RWHF program application submitted in January 2021 is not funded by the Nebraska Department of Economic Development.

PASSED AND APPROVED this \_\_\_\_\_ day of December, 2020.

---

Mayor

Attest:

---

City Clerk

(Seal)

# **City of Scottsbluff, Nebraska**

**Monday, December 7, 2020**

**Regular Meeting**

## **Item Resolut.4**

**Council to discuss and consider action on a Resolution authorizing the Mayor to sign the Year-End Certification of Street Superintendent form appointing Philip Mark Bohl as the City of Scottsbluff Street Superintendent.**

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

**Do not recreate or revise the pages of this document, as revisions and recreations will not be accepted.**  
**Failure to complete and return:** If a municipality had an appointed and Licensed City Street Superintendent for all or part of Calendar Year 2020 and the municipality does not complete and return the original Signing Resolution, original Year-End Certification, and a copy of the documentation of the city street superintendent(s) appointment to the NDOT by December 31, 2020, the municipality will not receive an Incentive Payment for Calendar Year 2020.

**RESOLUTION**

**SIGNING OF THE  
YEAR-END CERTIFICATION OF CITY STREET SUPERINTENDENT  
2020**

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

**Whereas:** State of Nebraska Statutes, sections 39-2302, and 39-2511 through 39-2515 details the requirements that must be met in order for a municipality to qualify for an annual Incentive Payment; and

**Whereas:** The State of Nebraska Department of Transportation (NDOT) requires that each incorporated municipality must annually certify (by December 31<sup>st</sup> of each year) the appointment of the City Street Superintendent to the NDOT using the Year-End Certification of City Street Superintendent; and

**Whereas:** The NDOT requires that such certification shall also include a copy of the documentation of the city street superintendents appointment, i.e., meeting minutes; showing the appointment of the City Street Superintendent by their name as it appears on their License (if applicable), their License Number and Class of License (if applicable), and type of appointment, i.e., employed, contract (consultant, or interlocal agreement with another incorporated municipality and/or county), and the beginning date of the appointment; and

**Whereas:** The NDOT also requires that such Year-End Certification of City Street Superintendent shall be signed by the Mayor or Village Board Chairperson and shall include a copy a resolution of the governing body authorizing the signing of the Year-End Certification of City Street Superintendent by the Mayor or Village Board Chairperson.

**Be it resolved** that the Mayor  Village Board Chairperson  of \_\_\_\_\_  
(Check one box) (Print Name of Municipality)  
is hereby authorized to sign the attached Year-End Certification of City Street Superintendent.

Adopted this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_ at \_\_\_\_\_, Nebraska.  
(Month)

City Council/Village Board Members

_____	_____
_____	_____
_____	_____
_____	_____
_____	_____

City Council/Village Board Member \_\_\_\_\_  
Moved the adoption of said resolution  
Member \_\_\_\_\_ Seconded the Motion  
Roll Call: \_\_\_\_\_ Yes \_\_\_\_\_ No \_\_\_\_\_ Abstained \_\_\_\_\_ Absent  
Resolution adopted, signed and billed as adopted.

Attest:  
\_\_\_\_\_  
*(Signature of Clerk)*

**Do not recreate or revise the pages of this document, as revisions and recreations will not be accepted.**  
**Failure to complete and return:** If a municipality had an appointed and Licensed City Street Superintendent for all or part of Calendar Year 2020 and the municipality does not complete and return the original Signing Resolution, original Year-End Certification, and a copy of the documentation of the city street superintendent(s) appointment to the NDOT by December 31, 2020, the municipality will not receive an Incentive Payment for Calendar Year 2020.

**Year-End Certification of City Street Superintendent  
For Determining Incentive Payment**

**January 1, 2020 to December 31, 2020**

\*This certifies that Philip Mark Bohl, License Number S-1103 Class B,  
(Print name of Superintendent as appears on license card) (A or B)  
 was the appointed City Street Superintendent of Scottsbluff  
(Print name of City or Village)  
 from January 1, 2020 to December 31, 2020  
Month Date Month Date

and actually performed all of the following duties:

1. Developing and annually updating a long-range plan based on needs and coordinated with adjacent local governmental units;
2. Developing an annual program for design, construction, and maintenance;
3. Developing an annual budget based on programmed projects and activities;
4. Submitting such plans, programs, and budgets to the local governing body for approval; and
5. Implementing the capital improvements and maintenance activities provided in the approved plans, programs, and budgets.

And further certifies that the superintending services of the above listed individual were provided by: *(Check one box)*

- Employment with this Municipality       Contract (consultant) with this Municipality       Contract (interlocal agreement) between this Municipality and the following listed Municipality(ies) and/or County(ies)

\_\_\_\_\_  
 Signature of Mayor  Village Board Chairperson

\* If more than one individual or the City Council or Village Board provided street superintending services during the calendar year, list each successive superintendent using a separate certification. The amount will be computed based on (a) your most recent Federal Census as certified by the Tax Commissioner; (b) whether or not your municipality appointed a licensed City Street Superintendent for all 12 months; (c) class of license, A or B; and (d) whether or not the Superintendent performed all of the duties listed. *Reference Neb. Rev. Stat. §§39-2302 and 39-2511 through 39-2515.* If your city or village did not have an appointed City Street Superintendent, write "City Council" or "Village Board" as the name of "Superintendent." Failure to return the resolution, certification, and documentation of the superintendents appointment will result in your municipality not receiving an Incentive Payment for Calendar Year 2020.

\*\*\*\*\*

*Note: In addition to this annual, Year-End Certification of Superintendent to the Nebraska Department of Transportation, (due December 31<sup>st</sup>), the municipality is also responsible for filing the "Municipal Annual Certification of Program Compliance" and "Signing Resolution" with the Board of Public Roads Classifications and Standards (due October 31<sup>st</sup>). Reference Neb. Rev. Stat. §§39-2115, 39-2119, 39-2120, 39-2121 and 39-2520(2).*



**Return the completed original resolution and certification, and a copy of the documentation of appointment by December 31, 2020 to:**

Highway Local Liaison Coordinator  
 Boards-Liaison Services Section  
 Local Assistance Division  
 Nebraska Department of Transportation  
 PO Box 94759  
 Lincoln NE 68509-4759