



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

Regular Meeting
June 7, 2021
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. **Consent Calendar: (Items in the consent calendar are proposed for adoption by one action for all items unless any member of the council requests that an item be considered separately.)**
 - a) Council to approve the minutes of the May 17, 2021 Regular Meeting.
 - b) Council to excuse the absence of Council Member Scanlan from the May 17, 2021 Regular Meeting.
 - c) Council to submit blight and substandard studies for Area No. 16 to Planning Commission for Recommendation.
 - d) Council to set a public hearing for June 21, 2021 at 6:00 p.m. to submit question whether Study Area #16 which is generally described as properties and tracts of land
 - i) within the general vicinity north of 27th Street, east of Avenue B, south of West 31st Street, and west of 1st Avenue in the central portion of the City of Scottsbluff is substandard and blighted as defined in the Nebraska Community Development Law.
 - e) Council to acknowledge receipt of and take no action on a liability claim from Ron Kalinowski. The claim will be withdrawn and forwarded to the City's insurance carrier.

9. **Claims**
 - a) Council to consider and take action on claims of the City.
10. **Public Hearings:**
 - a) Council to conduct a public hearing set for this date at 6:00 p.m. to consider a revision to the 2021 One year Street Plan and approve the Resolution.
 - b) Council to discuss and consider action on Change Order No. 1 for the Avenue B Mill and Overlay Project and authorize the Mayor to sign the Change Order.
 - c) Council to conduct a public hearing set for this date at 6:00 p.m. to consider a Zone Change for Lots 2 & 3, Block 1, King's Acres Subdivision, a replat of Block 1, King's Acres Subdivision from Agriculture Residential (AR) to Single Family Residential (R-1A) Zoning.
11. **Resolution & Ordinances:**
 - a) Council to discuss and consider approving the Ordinance for the rezone of Lots 2 & 3, Block 1, King's Acres Subdivision, a replat of Block 1, King's Acres Subdivision from Agriculture Residential (AR) to Single Family Residential (R-1A) Zoning.
 - b) Council to discuss and consider action on amending language in Chapter 8, sections 8-1-30 to 8-1-31, of the Municipal Code, relating to fireworks and adding 8-1-32, relating to lantern-type devices, and approve the Ordinance.
12. **Petitions, Communications, Public Input:**
 - a) Council to discuss and consider action on making a recommendation to the Nebraska Liquor Control Commission naming Angela L. Coffey as the Liquor License Manager of GNS Corporation d/b/a Git N Split, 506 W. 27th Street, Scottsbluff, NE.
 - b) Council to discuss and consider action on making a recommendation to the Nebraska Liquor Control Commission naming Pamela J. Dillon as the Liquor License Manager of Maverik Stores, Inc. d/b/a Maverik #442, 920 W. 36th Street, Scottsbluff, NE.
 - c) Council to discuss and consider action on making a recommendation to the Nebraska Liquor Control Commission naming James D. Montoya, Jr. as the Liquor License Manager of B49 Operating, LLC d/b/a Tangled Tumbleweed, 1823 Ave. A, Scottsbluff, NE.
 - d) Council to discuss and consider action on the application for addition to liquor license at Goonies Sports Bar & Grill, LLC d/b/a Goonies Sports Bar & Grill, 1802 E 20th Place, Scottsbluff, NE.
13. **Reports from Staff, Boards & Commissions:**
 - a) Council to discuss and consider action on a request from Old West Balloon Fest/National Hot Air Ballooning Competition for funding to help defray the cost of hotel accommodations.
 - b) Council to discuss and consider action on the Economic Development Assistance Agreement for Prime Metals, Inc.
 - c) Council to discuss and consider action on a letter to the Nebraska Liquor Control Commission requesting unlimited Special Designated Liquor Licenses

at the 18th Street Plaza and authorize the Mayor to sign the letter.

- d) Council to discuss and consider action on installing a digital sign at the Lied Scottsbluff Public Library, 1809 3rd Avenue, Scottsbluff, NE.
 - e) Council to discuss and consider action on a request from Dan Windhorst to replace fencing down the 1st and 3rd base lines at Cleveland Field amounting to \$7,097.70.
 - f) Council to discuss and consider action concerning the items on the discretionary fund project list.
14. **City Manager Report**
- a) (informational only): This item is intended for City Manager to inform Council Members of updates since the last City Council meeting.
15. **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.
16. **Adjournment.**

City of Scottsbluff, Nebraska

Monday, June 7, 2021

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, June 7, 2021

Regular Meeting

Item Youth Cou 1

(informational only):

Staff Contact:

City of Scottsbluff, Nebraska

Monday, June 7, 2021

Regular Meeting

Item Consent1

Council to approve the minutes of the May 17, 2021 Regular Meeting.

Staff Contact: City Council

Regular Meeting
May 17, 2021

The Scottsbluff City Council met in a regular meeting on May 17, 2021 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 April 30, 2021, 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 May 14, 2021. Mayor McKerrigan presided and City Clerk Wright recorded the proceedings. The meeting was called to order and the Pledge of Allegiance was recited. Mayor McKerrigan 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: Jeanne McKerrigan, Nathan Green, Jordan Colwell, and Terry Schaub. Also present were City Attorney Kent Hadenfeldt and City Manager Dustin Rief. Absent: Angela Scanlan. Mayor McKerrigan asked if there were any changes to the agenda. City Clerk Wright asked that items 13 a) the Proclamation for Emergency Medical Services Week, 13 b) & 13 c) regarding the Business Promotional Event Permit and Special Designated Liquor License for the Buck Cherry Concert be moved after item 15 c) on the agenda due to people wanting to speak on those items possibly being late because of attending an earlier meeting at the County. Also in reference to items 13 b) & 13 c) the location has changed from Scottsbluff Uptown Mall to the 18th Street Plaza, the time of the event has changed, as well as the type of alcohol to be served. Ms. Wright also informed Council that the Workforce Housing Investment Fund City of Scottsbluff Local Match Agreement, item 15 b), has changed and the updated version has been placed at each Council seat, as well as the media table and will be on the television screens. Council Member Schaub made a motion to accept the changes to the agenda. The motion was seconded by Council Member Green, "YEAS," Colwell, Green, Schaub, and McKerrigan. "NAYS," None. Absent: Scanlan. Mayor McKerrigan 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 was none.

Moved by Council Member Schaub, seconded by Council Member Green that,

- a) The minutes of the May 3, 2021 Regular Meeting be approved.
- b) Council Member Scanlan's absence from the May 3, 2021 Regular Meeting be excused.
- c) Council Member Schaub's absence from the May 3, 2021 Regular Meeting be excused.
- d) A public hearing be set for June 7, 2021 at 6:00 p.m. to consider a Zone Change for Lots 2 & 3, Block 1, King's Acres Subdivision, a replat of block 1, King's Acres Subdivision from Agriculture Residential (AR) to Single Family Residential (R-1A) Zoning.
- e) A public hearing be set for June 7, 2021 at 6:00 p.m. to consider a revision to the One Year Street Plan.
- f) The reappointment of Bill Trumbull to the Community Redevelopment Agency for a five year term be approved, "YEAS," Green, Schaub, McKerrigan, and Colwell. "NAYS," None. Absent: Scanlan.

Moved by Council Member Schaub, seconded by Council Member Green, that the following claims, be approved and paid as provided by law out of the respective funds designated in the list of claims dated May 17, 2021, as on file with the City Clerk and submitted to the City Council, "YEAS," McKerrigan, Schaub, Colwell, and Green "NAYS," None. Absent: Scanlan.

CLAIMS

3M COMPANY,PAVEMENT MARKING TAPE,942.67; ACTION COMMUNICATIONS INC.,INTERNET (5/1/21 - 5/31/21),195; ADVANCE AUTO PARTS,CENTRAL GARAGE- FLOOR DRY,83.84; AGUALLO PAUL SR,WELDING BOTTOMS ON CANS x24,2400; ALLO COMMUNICATIONS,LLC,LOCALTELEPHONECHARGES,4231.07;ASSURITY LIFE INSURANCE CO,LIFE INSURANCE,32.95; ATLAS COPCO COMPRESSORS, LLC,EQUIP MAINT,426.56; AUTOZONE STORES, INC,AUTOMOTIVE BATTERIES - BRUSH 1,601.35; B & H INVESTMENTS, INC,SUPP - WATER,362; B&C STEEL CORPORATION,NEW EMCO BOTTOMS X 20,6297.53; BLUFFS FACILITY SOLUTIONS,JAN. SUP.,905.06; BOX BUTTE COUNTY,LEGAL FEES-PD,24.5; BROWN JUSTIN,REFUND PERMIT,90; BULK TRANSPORT COMPANY WEST INC,GROUND MAINT PARK,1097; CAPITAL BUSINESS SYSTEMS INC.,CONT. SRVCS.,432.11; CARR- TRUMBULL LUMBER CO, INC.,EQUIP MAINT,2.65; CELLCO PARTNERSHIP,IPADS, CELL PHONES, TABLETS FOR TRANS.,1227.98; CINDA MUNOZ - PROPERTY MGR,EAST OVERLAND FACADE IMPR PROGRAM,6000; CITIBANK, N.A.,SUPP - HEX NUTS, CPLGS, CLAMPS,14.97; CITY OF GERING,DISPOSAL FEES TRASH AND RECYCLING,44513.67; CLARK PRINTING LLC,DEPT SUPPL-PD,1041.62; COLONIAL LIFE & ACCIDENT INSURANCE COMPANY,SUPPLEMENTAL LIFE,-25.95; COMPUTER CONNECTION INC,CONT. SRVCS.,284; CONTRACTORS MATERIALS INC.,SUPP - LEATHER GLOVES, SAFETY GLASSES, TROWEL,692.07; CORE & MAIN LP,DEPT SUPPLIES,3093.96; CREDIT BUREAU OF COUNCIL BLUFFS,FEE & EMPLOYMENT SCREEN - APRIL 2021,73; CRESCENT ELECT. SUPPLY COMP INC,ELECT. SUPP - 305V PHOTOCONTROLS,69.62; CYNTHIA GREEN,DEPT SUPP,50.27;DALE COOPER LLC,REPAIR FIBERGLASS SLIDE,31982.91; DALE'S TIRE & RETREADING, INC.,TIRES FOR UNIT #812,3662.82; DAS MANUFACTURING INC,DEPT SUP,2643.56; DUANE E. WOHLERS,HAULING RECYCLING TO DENVER, CO,1600; ELLIOTT EQUIPMENT COMPANYINC.,70BLACK/100GREEN/30BLUETRASHCARTS,23176.87;ENFORCEMENTVIDEO, LLC,EQUIPMAINTPD,480;ENVIRONMENTALANALYSISOUTH,INC,CONTRACTUALSVC,243; FASTENALCOMPANY,EQUIPMAINTPARK,35.57;FATBOYSTIREANDAUTO,TRANS#425TIRES, 297.5;FEDERALEXPRESSCORPORATION,POSTAGE,1116.76;FLOYD'STRUCKCENTERSCOTTS BLUFF,EQUIP MAINT,1976.42; FRANCISCO'S BUMPER TO BUMPER INC,TOW SERVICE-PD,1927.5; FREMONT MOTOR SCOTTSBLUFF, LLC,WATER #38- OIL,107.07; GALINDO MARIA,REFUND PARK SHELTER,25; GOLF AND SPORT SOLUTION LLC,GROUND MAINT PARK,805.05; GRAY TELEVISION GROUP INC,CONTRACTUAL SVC,1595; GREENING ENTERPRISES INC.,HELMETS - TWO BLACK AND ONE WHITE,1351.35; HAWKINS, INC.,CHEMICALS,2711.78; HOLLAND SUPPLY INC,DEPT SUPP CEM,46.26; HONEY WAGON EXPRESS,CONTRACTUAL PARKS,225; HULLINGER GLASS & LOCKS INC.,BLDG MAIN.,106.25; IDEAL LAUNDRY AND CLEANERS, INC.,SHOP TOWELS, MOPS, RUGS,480.55; INDEPENDENT PLUMBING AND HEATING, INC,GROUND MAINT PARK,1244.85; INGRAM LIBRARYSERVICESINC,Coll.,1595.28; INTERNAL REVENUE SERVICE,WITHHOLDINGS,60079;

INTERNATIONAL ASSOCIATION OF ELECTRICAL INSPECTORS,DEPT MMBRSHIP,120; INT'L INST OF MUNC CLKS,ANNUAL MEMBERSHIP FEE - K.WRIGHT,175; INTRALINKS, INC,CONTRACT SERVICES - APRIL 2021,4854.01; INVENTIVE WIRELESS OF NE, LLC,INTERNET WESTMOOR POOL,125.9; KNOW HOW LLC,AIR FILTERS FOR TREE DUMP,1304.16; KRIZ DAVIS,EQUIP MAINT PARK,28.46; LAWSON PRODUCTS, INC,DEPT SUPP PARK,45.36; LEAGUE ASSOCIATION OF RISK MANAGEMENT,WC PREMIUM - FINAL FY19-20 AUDIT,5545.26; LEE BHM CORP,LEGAL PUBLISHING,2715.89; LEXISNEXIS RISK DATA MANAGEMENT,CONSULTING-PD,100; LINCOLN JOURNAL STAR,SBSCR.,1245;M & M GREEN RENTALS LLC,CONTRACTUAL-PD,728.2; M.C. SCHAFF & ASSOCIATES, INC,DEPT CNTRCL SRVCS,2035; MACQUEEN EQUIPMENT INC,EQUIP MAINT,154.67; MADISON NATIONALLIFE,INSURANCE,2621.25;MARKETING CONSULTANTS,CLOTHING ALLOWANCE - SUMMER HATS & SHIRTS,4626; MASONER RANDY,LEGAL FEES-PD,23.36; MATHESON TRI-GAS INC,RENT MACHINES,64.62; MENARDS, INC,GROUND MAINT PARK,816.32; MIDWEST CONNECT, LLC,UB MAILING - APRIL 2021,2058.33; MUNICIPAL SUPPLY INC. OF NEBRASKA,DEPT SUP,436.04; MUNIMETRIX SYSTEMS CORP,IMAGESILO - APRIL 2021,79.98; NE CHILD SUPPORT PAYMENT CENTER,NE CHILD SUPPORT PYBLE,1315.1; NE DEPT OF REVENUE,LODGING TAX,200.22; NEBRASKA INTERACTIVE, LLC,DRIVERS LICENSE REQ. - APRIL 2021,36;NEBRASKA PUBLIC POWER DISTRICT,ELECTRIC,40394.49; NETWORKFLEET, INC,GPS SERVICE,286.04;NORTHWEST PIPE FITTINGS, INC. OF SCOTTSBLUFF,DEPT SUP,748.43; OCLC ONLINE COMPUTER LIBRARY CENTER, INC,CONT. SRVCS.,378.16; ONE CALL CONCEPTS, INC,CONTRACTUAL,199.66; OREGON TRAIL PLUMBING, HEATING & COOLING INC,EQUIP MAINT POOL,3186; ORIGINAL EQUIPMENT CORPORATION,TOW HOOKS FOR SNOW PLOWS,719.6; PANHANDLE COOPERATIVE ASSOCIATION,PROPANE & DIESEL,2704.44; PANHANDLE ENVIRONMENTAL SERVICES INC,SAMPLES,184;PAUL REED CONSTRUCTION & SUPPLY, INC,23 CLUB IMPROVEMENTS,177175.25; PEACEFUL PRAIRIE NURSERY,INC,DEPTSUP,3684.92;PLATTEVALLEYBANK,HEALTHSAVINGSACCOUNT,10869.1 3;POLYDYNE INC,CHEMICALS,5379.93; QUADIENT INC,POSTAGE ADM,1000;QUADIENT LEASING USA INC,MACHINE RENT,203.82; QUILL CORPORATION,DEPT SUPPL-PD,327.97; R & R REPAIR,NEW CYLINDER FOR BALER,5954.36; REAMS SPRINKLER SUPPLY CO.,DEPT SUPP CEM,1093.62; REECE CONSTRUCTION CO,EQUIPMENT,2790.8; REGIONAL CARE INC,CLAIMS,16161.9; REGIONAL WEST MEDICAL CENTER,TWO INCH MEDICAL TAPE,23.85; REZPLOT SYSTEM LLC,CONTRACTUAL PARKS,199; RON'S TOWING,FIXED LEAKING AIRLINE,450; ROSE DREW, INC,DEP. SUP.,137.7; RR DONNELLEY,DEPT SUPPL-PD,117.05; RUSSEL'S AUTOMOTIVE,EQUIP MAINT CEM,67.95; S M E C,EMPLOYEE DEDUCTION,156.27; SANCHEZ LISA,LEGAL FEES-PD,23.36; SANDBERG IMPLEMENT, INC,DEPT SUPP CEM,892.82; SCB FIREFIGHTERS UNION LOCAL 1454,FIRE EE DUES,280; SCB IBEW 1597 UNION DUES,SCB IBEW 1597 UNION DUES,462.29; SCOTTS BLUFF COUNTY COURT,LEGAL FEES-PD,119; SCOTTSBLUFF POLICE OFFICERS ASSOCIATION,POLICE EE DUES,975;SEEWALD CONSTRUCTION COMPANY,WESTMOOR POOL SURFACE REPAIR,10860; SHERWIN WILLIAMS,YELLOW LATEX PAINT,6250; SIMMONS OLSEN LAW FIRM, P.C.,CONTRACTUAL,11894.29; SIMON CONTRACTORS,CONCRETE FOR CURB,3767.71; SOUNDSLEEPER SECURITY INC.,CONTRACTUAL-PD,14.95;THE WESTERN SUGAR COOPERATIVE,EQUIPMENT CEM,121.5; TOMMY'S JOHNNYS INC,CONTRACTUAL PARK,0;

TRI-STATE SPRINKLER SYSTEMS, LLC,DEPT SUP,106.72; TYLER TECHNOLOGIES, INC,FEE -
UBONLINE6/1/216/30/21,348;ULINEINC,PRGMG.,54.18;UNIONBANK&TRUST,RETIREMENT,37
282.57;W&RINC,BLDGMAINT-PD,505.6;WELLSFARGOBANK,N.A.,WAGEATTACHMENT,96.47;
WESTERN COOPERATIVE COMPANY,GROUND MAINT PARK,672.5;WESTERN
COOPERATIVE COMPANY,EQUIP MAINT CEM,764.52; WESTERN PATHOLOGY
CONSULTANTS, INC,CONTRACT SERVICES - APRIL 2021,147.5; WESTERN TRAVEL
TERMINAL, LLC,VEH MAINT-PD,394;WEX BANK,FLEET GASOLINE & OTHER
FUELS,19268.64; WYOMING CHILD SUPPORT ENFORCEMENT,CHILD SUPPORT,738.08;
YOUNG MEN'S CHRISTIAN ASSOCIATION OF SCOTTSBLUFF, NE,YMCA,731; ZM LUMBER
INC,GROUND MAINT PARK,737.36;REFUNDS; LINDSEY M MOSEL, 72.03.

City Manager Rief presented the April 2021 Financial Report. He explained the report shows large disbursements of cash as we are getting to the core part of projects; there are significant outflows, but nothing that has been unexpected. Council Member Schaub moved, seconded by Council Member Green to approve the April 2021 Financial Report, "YEAS," Schaub, Colwell, McKerrigan, and Green. "NAYS," None. Absent: Scanlan.

Mayor McKerrigan opened the public hearing at 6:09 p.m. to submit question of whether Study Area #13 which is generally described as properties and tracts of land within the general vicinity of Avenue A, Broadway, and 1st Avenue, between 23rd Street on the north and 18th Street on the south, in the central portion of the City of Scottsbluff is blighted and substandard.

Planning and Projects Coordinator Zachary Glaubius approached Council to present Blight Study #13. Mr. Glaubius explained Study area #13 is an area known as North Broadway; it encompasses 24.59 acres which will add .584% to the total blighted area of the City. He also stated that currently the City has approximately 25% of its total area blighted, explaining that per State Statute we cannot have more than 35% listed as blighted. If all four areas are approved our percentage would increase to approximately 27%.

There were no comments from the public. Mayor McKerrigan closed the public hearing at 6:13 p.m.

Mayor McKerrigan opened the public hearing at 6:17 p.m. to submit question of whether Study Area #14 which is generally described as properties and tracts of land north of East 15th Street and south of East 17th Street, beginning at 21st Avenue on the east and running west for a distance of two blocks, in the southeastern portion of the City of Scottsbluff is blighted and substandard.

Mr. Glaubius came forward and explained Blight Study Area #14 is filling a gap in an area east of 21st Avenue. The area is 18.157 acres, comprising of commercial industrial area. It will add roughly .3% to the blighted area.

There were no comments from the public. Mayor McKerrigan closed the public hearing at 6:18 p.m.

Council Member Green had a concern that the Senior Center, which is listed as public property, is located in the study area. Legal Counsel Hadenfeldt explained not all properties are eligible for redevelopment funds and that includes public property, explaining we cannot apply for our own benefit.

Mayor McKerrigan opened the public hearing at 6:20 p.m. to submit question of whether Study Area #15 which is generally described as properties and tracts of land within the general vicinity south of the Burlington Northern Santa Fe railroad right-of-way, east of 9th Avenue, west of 13th Avenue and north

of and including South Beltline Highway East in the southeastern portion of the City of Scottsbluff is blighted and substandard.

Mr. Glaubius presented Study Area #15 explaining this is a single parcel comprising of 13.59 acres, adding roughly .3% to the blighted area. The owner of the property came to the City in interest of fixing up the facility and noted he would like to apply for Tax Increment Financing if the Blight Study is approved.

There were no comments from the public. Mayor McKerrigan closed the public hearing at 6:21 p.m.

Council Member Green asked why it is only one parcel. Mr. Glaubius answered he believes south of the railway is in the flood plain. Mr. Rief also added this was brought forward as a late request after there was an opportunity for the owner to improve the area.

Mayor McKerrigan opened the public hearing at 6:24 p.m. to submit question of whether Study Area #17 which is generally described as properties and tracts of land within the general vicinity between Avenues A and C and between West Overland Drive and West 18th Street, including a corridor extending westerly from Avenue B along the southern border of the BNSF railroad right-of-way and north of Cowen Drive, in the south-central portion of the City of Scottsbluff is blighted and substandard.

Mr. Glaubius approached Council regarding Study Area #17 explaining this area is around Avenue B comprising of 22.86 acres; it will add roughly .5% to the blighted area. This area was added so businesses could apply for the façade grants that are currently available for qualifying businesses.

There were no comments from the public. Mayor McKerrigan closed the public hearing at 6:25 p.m.

Council Member Colwell moved to approve Resolution 21-05-21 declaring that Study Area #13 generally described as properties and tracts of land within the general vicinity of Avenue A, Broadway, and 1st Avenue, between 23rd Street on the north and 18th Street on the south, in the central portion of the City of Scottsbluff is blighted and substandard as those terms are defined in the Nebraska Community Redevelopment Law. This was seconded by Mayor McKerrigan, “YEAS,” McKerrigan, Green, and Colwell. “NAYS,” Schaub. Absent: Scanlan.

RESOLUTION 21-05-01

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

Recitals:

a. The City Council has considered the question of whether the “Redevelopment Area,” as defined below, is substandard and blighted as those terms are defined in the Nebraska Community Development Law (the “Act”).

b. The “Redevelopment Area” encompasses the area in Scottsbluff, Nebraska, described as set forth in Exhibit A to this Resolution.

c. The City Council has received and reviewed the Blight & Substandard Determination Study, Study Area #13 prepared by M.C. Schaff & Associates, Inc. and dated March 9, 2021 (the “Study”).

d. The City Council submitted the question of whether the Redevelopment Area is substandard and blighted to the Planning Commission.

e. The Planning Commission received the Study and conducted a public hearing on May 10, 2021 for the purpose of making a recommendation to the City Council as to whether the Redevelopment Area is and should be determined as substandard and blighted and in need of redevelopment. The Planning Commission provided its written recommendation to the City Council that the Redevelopment Area should be declared substandard and blighted and in need of redevelopment.

f. The City Council conducted a public hearing on May 17, 2021 on the question of whether the Redevelopment Area is substandard and blighted and in need of redevelopment.

Resolved:

1. The Redevelopment Area meets the criteria set forth in Sections 18-2103(3) and (31) of the Act, as described and set forth in the Study.

2. Declaring the Redevelopment Area as substandard and blighted is necessary to accomplish the sound redevelopment planning and program of the City, will enhance the development potential of the Redevelopment Area as well as adjacent areas already declared substandard and blighted, and the inclusion of all property in the Redevelopment Area is necessary to create a unified redevelopment area sufficient to encourage developers and redevelopment and to carry out the purposes of the Act.

3. Based on the above recitals and resolutions, the Planning Commission's recommendation, the Study and its findings which are incorporated into this Resolution by this reference, and the comments at the public hearing, the City Council declares the Redevelopment Area as substandard and blighted, as those terms are defined in the Act, and in need of redevelopment.

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

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

PASSED and APPROVED on May 17, 2021

**CITY COUNCIL OF THE CITY
OF SCOTTSBLUFF, NEBRASKA**

ATTEST:

By: _____
Mayor

By: _____
City Clerk

**Exhibit A
Redevelopment Area (Area 13)**

Properties and tracts of land within the general vicinity of Avenue A, Broadway, and 1st Avenue, between 23rd Street on the north and 18th Street on the south, in the central portion of the community. The area contains approximately 24.955 acres and is more particularly described as:

Situated in the center of Section 23, Township 22 North, Range 55 West of the 6th P.M., Scotts Bluff County, Nebraska, more particularly described as follows;

Beginning at, the southeast corner of TL 8, TL9 & S2/3 OF TL 13, BLK 22, NORTH SCB ADD (Parcel #010135278), said point being on the north right-of-way line of East 22nd Street, and proceeding northerly on the east line of said Parcel #010135278 to the southeast corner of ALL TLS 2,10,11,12, BLK 22, NORTH SCB ADD (Parcel #010135308), said point also being the southwest corner of an Unknown parcel;

Thence, easterly on the south line of said Unknown parcel to the southeast corner of said Unknown parcel, said point also being the southwest corner of N 1/3 SE TL 5, BLK 22, NORTH SCB ADD (Parcel #010135235);

Thence, northerly on the west line of said Parcel #010135235 to the northwest corner of said Parcel #010135235, said point also being the on the south line of S 1/3 NE TL 4, BLK 22, NORTH SCB ADD;

Thence, westerly on the south line of Parcel #010135227 to the southwest corner of said Parcel #010135227;

Thence, northerly on the west line of said Parcel #010135227 to the northwest corner of said Parcel #010135227;

Thence, easterly on the north line of said Parcel #010135227 to the northeast corner of said Parcel #010135227 said point being on the westerly right-of-way of 1st Avenue, and continuing on an easterly extension of said Parcel #010135227 to the northerly-southerly centerline of 1st Avenue;

Thence, northerly on the 1st Avenue centerline to the easterly-westerly right-of-way of East 23rd Street;

Thence, westerly on the easterly-westerly centerline of East 23rd Street to the northerly-southerly centerline of Broadway Avenue;

Thence, southerly on the said centerline of Broadway Avenue to the easterly extension of the north line of LT 5, BLK 21, SUB BLK 21, N SCB ADD (Parcel #010149627);

Thence, westerly on the easterly extension of the north line of said Parcel #010149627 to the northeast corner of said Parcel #010149627;

Thence, westerly on the north line of said Parcel #010149627 to the northwest corner of said Parcel #010149627 and continuing on a westerly extension of said north line to the centerline of the northerly-southerly alley right-of-way between said Parcel #010149627 and LT 8, BLK 21, SUB BLK 21, N SCB ADD (Parcel #010149635);

Thence, southerly on said northerly-southerly centerline of the said northerly-southerly alley, also being the alley between Avenue A and Broadway, to its intersection with the centerline of the easterly-westerly right-of-way of West 21st Street;

Thence, westerly on said easterly-westerly centerline of West 21st Street to its intersection with the centerline of the northerly-southerly centerline of Avenue A;

Thence, southerly on said northerly-southerly centerline of Avenue A to the easterly extension of the north line of LTS 6-8, BLK 2, THIRD ADD (Parcel #010150994);

Thence, westerly on the easterly extension of said Parcel #010150994 to the northeast corner of said Parcel #010150994 and continuing westerly on the north line of said Parcel #010150994 to the northwest corner of said Parcel #010150994 and continuing westerly on a westerly extension of said north line of Parcel #010150994 to its intersection with the centerline of the northerly-southerly alley right-of-way between Avenue A and Avenue B, also being the alley between said Parcel #010150994 and LTS 1-5 & 9-16 BLK 2, THIRD ADD (Parcel #010150943);

Thence, southerly on said northerly-southerly alley centerline between Avenue A and Avenue B to its intersection with the easterly-westerly right-of-way centerline of West 19th Street;

Thence, easterly on said easterly-westerly right-of-way centerline of West 19th Street to its intersection with the northerly-southerly right-of-way centerline of Avenue A;

Thence, southerly on said northerly-southerly right-of-way centerline of Avenue A to its intersection with the easterly-westerly right-of-way centerline of West 18th Street;

Thence, easterly on said easterly-westerly right-of-way centerline of West 18th Street to its intersection with the northerly-southerly right-of-way centerline of Broadway Avenue;

Thence, northerly on said northerly-southerly right-of-way centerline of Broadway Avenue to its intersection with the easterly right-of-way centerline of East 19th Street;

Thence, easterly on said easterly right-of-way centerline of East 19th Street to its intersection with the northerly-southerly right-of-way centerline of the alley between 1st Avenue and 2nd Avenue;

Thence, northerly on said northerly-southerly right-of-way centerline of the alley between 1st and 2nd Avenue to its intersection with the easterly extension of the north line of LT 7, BLK 1, SEVENTH ADD (Parcel #010146652);

Thence, westerly on said easterly extension of the north line of said Parcel #010146652 to the northeast corner of said Parcel #010146652, and continuing westerly on the north line of said Parcel #010146652 to the northwest corner of said Parcel #010146652 and continuing westerly on a westerly extension of the north line of said Parcel #010146652 to its intersection with the northerly-southerly right-of-way centerline of 1st Avenue;

Thence, northerly on said northerly-southerly right-of-way centerline of 1st Avenue to its intersection with the easterly extension of the north line of LT 6-8, BLK 2, SEVENTH ADD (Parcel #010146725);

Thence, westerly on said easterly extension of the north line of said Parcel #010146725 to the northeast corner of said Parcel #010146725, and continuing westerly on the north line of said Parcel #010146725 to the northwest corner of said Parcel #010146725, and continuing westerly on a westerly extension of the north line of said Parcel #010146725 to its intersection with the northerly-southerly centerline of the alley right-of-way between Broadway Avenue and 1st Avenue;

Thence, northerly on said northerly-southerly alley right-of-way centerline between Broadway Avenue and 1st Avenue to its intersection with the easterly-westerly right-of-way centerline of East 20th Street;

Thence, easterly on said easterly-westerly right-of-way centerline of East 20th Street to its intersection with the northerly-southerly right-of-way centerline of 1st Avenue;

Thence, northerly on said northerly-southerly right-of-way centerline of 1st Avenue to its intersection with the easterly extension of the north line of C 1/3 SE TL 5 EXC N 7', BLK 30, NORTH SCB ADD (Parcel #010135596);

Thence, westerly on said easterly extension of the north line of Parcel #010135596 to the northeast corner of said Parcel #010135596, and continuing westerly on the north line of said Parcel #010135596 to the northwest corner of said Parcel #010135596, and continuing westerly on a westerly extension of the north line of said Parcel #010135596 to its intersection with the northerly-southerly right-of-way centerline of the alley between Broadway Avenue and 1st Avenue;

*Thence, northerly on said northerly-southerly right-of-way centerline of the alley between Broadway Avenue and 1st Avenue to its intersection with the north line of the easterly-westerly right-of-way of East 22nd Street, said point also being the southeast corner of Parcel #010135278, and said point being the Point of Beginning—said redevelopment study area containing an area of **24.955 acres**, more or less.*

Council Member Colwell moved, seconded by Council Member Green to approve Resolution 21-05-02 declaring that Study Area #14 generally described as properties and tracts of land north of East 15th Street and south of East 17th Street, beginning at 21st Avenue on the east and running west for a distance of two blocks, in the southeastern portion of the City of Scottsbluff is blighted and substandard as those terms are defined in the Nebraska Community Redevelopment Law, “YEAS,” Colwell, Green, Schaub, and McKerrigan. “NAYS,” None. Absent: Scanlan.

RESOLUTION 21-05-02

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

Recitals:

g. The City Council has considered the question of whether the “Redevelopment Area,” as defined below, is substandard and blighted as those terms are defined in the Nebraska Community Development Law (the “Act”).

h. The “Redevelopment Area” encompasses the area in Scottsbluff, Nebraska, described as set forth in Exhibit A to this Resolution.

i. The City Council has received and reviewed the Blight & Substandard Determination Study, Study Area #14 prepared by M.C. Schaff & Associates, Inc. and dated March 9, 2021 (the “Study”).

j. The City Council submitted the question of whether the Redevelopment Area is substandard and blighted to the Planning Commission.

k. The Planning Commission received the Study and conducted a public hearing on May 10, 2021 for the purpose of making a recommendation to the City Council as to whether the Redevelopment Area is and should be determined as substandard and blighted and in need of redevelopment. The Planning Commission provided its written recommendation to the City Council that the Redevelopment Area should be declared substandard and blighted and in need of redevelopment.

l. The City Council conducted a public hearing on May 17, 2021 on the question of whether the Redevelopment Area is substandard and blighted and in need of redevelopment.

Resolved:

2. The Redevelopment Area meets the criteria set forth in Sections 18-2103(3) and (31) of the Act, as described and set forth in the Study.

2. Declaring the Redevelopment Area as substandard and blighted is necessary to accomplish the sound redevelopment planning and program of the City, will enhance the development

potential of the Redevelopment Area as well as adjacent areas already declared substandard and blighted, and the inclusion of all property in the Redevelopment Area is necessary to create a unified redevelopment area sufficient to encourage developers and redevelopment and to carry out the purposes of the Act.

3. Based on the above recitals and resolutions, the Planning Commission's recommendation, the Study and its findings which are incorporated into this Resolution by this reference, and the comments at the public hearing, the City Council declares the Redevelopment Area as substandard and blighted, as those terms are defined in the Act, and in need of redevelopment.

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

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

PASSED and APPROVED on May 17, 2021

**CITY COUNCIL OF THE CITY
OF SCOTTSBLUFF, NEBRASKA**

ATTEST:

By: _____
Mayor

By: _____
City Clerk

**Exhibit A
Redevelopment Area (Area 14)**

Properties and tracts of land north of East 15th Street and south of East 17th Street, beginning at 21st Avenue on the east and running west for a distance of two blocks, in the southeastern portion of the community. The area contains approximately 18.156 acres and is more particularly described as:

Situated in the North Half of the Southeast Quarter of the Southeast Quarter of Section 19, Township 22 North, Range 54 West of the 6th P.M., Scotts Bluff County, Nebraska, more particularly described as follows;

Beginning at the northerly-southerly 21st Avenue right-of-way centerline's intersection with the easterly-westerly right-of-way centerline of East 15th Street;

Thence, westerly on said East 15th Street right-of-way centerline to its intersection with the southerly extension of the northerly-southerly alley right-of-way between LT 5, BLK 5, EAST PORTAL ADD (Parcel #010245065) and LTS 7-13, BLK 5, REPL LTS 7-13, BLK 5, EAST PORTAL ADD (Parcel #010245081);

Thence, northerly on said southerly extension of right-of-way centerline of alley between said Parcel #010245065 and said Parcel #010245081, and continuing northerly on said right-of-way centerline of alley between Parcel #010245065 and said Parcel #010245081 and continuing northerly to its intersection with the easterly-westerly centerline of the East 17th Street right-of-way;

Thence easterly on said East 17th Street right-of-way centerline to its intersection with the northerly-southerly centerline of the 21st Avenue right-of-way;

*Thence southerly on said 21st Avenue right-of-way centerline to the Point of Beginning, said redevelopment study area containing an area of **18.156 acres**, more or less.*

Council Member Schaub moved, seconded by Council Member Colwell to approve Resolution 21-05-03 declaring that Study Area #15 generally described as properties and tracts of land within the general vicinity south of the Burlington Northern Santa Fe railroad right-of-way, east of 9th Avenue, west of 13th Avenue and north of and including South Beltline Highway East in the southeastern portion of the City of Scottsbluff is blighted and substandard as those terms are defined in the Nebraska Community Redevelopment Law, “YEAS,” Green, Schaub, McKerrigan, and Colwell. “NAYS,” None. Absent: Scanlan.

RESOLUTION 21-05-03

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

Recitals:

m. The City Council has considered the question of whether the “Redevelopment Area,” as defined below, is substandard and blighted as those terms are defined in the Nebraska Community Development Law (the “Act”).

n. The “Redevelopment Area” encompasses the area in Scottsbluff, Nebraska, described as set forth in Exhibit A to this Resolution.

o. The City Council has received and reviewed the Blight & Substandard Determination Study, Study Area #15 prepared by M.C. Schaff & Associates, Inc. and dated April 1, 2021 (the “Study”).

p. The City Council submitted the question of whether the Redevelopment Area is substandard and blighted to the Planning Commission.

q. The Planning Commission received the Study and conducted a public hearing on May 10, 2021 for the purpose of making a recommendation to the City Council as to whether the Redevelopment Area is and should be determined as substandard and blighted and in need of redevelopment. The Planning Commission provided its written recommendation to the City Council that the Redevelopment Area should be declared substandard and blighted and in need of redevelopment.

r. The City Council conducted a public hearing on May 17, 2021 on the question of whether the Redevelopment Area is substandard and blighted and in need of redevelopment.

Resolved:

3. The Redevelopment Area meets the criteria set forth in Sections 18-2103(3) and (31) of the Act, as described and set forth in the Study.

2. Declaring the Redevelopment Area as substandard and blighted is necessary to accomplish the sound redevelopment planning and program of the City, will enhance the development potential of the Redevelopment Area as well as adjacent areas already declared substandard and blighted, and the inclusion of all property in the Redevelopment Area is necessary to create a unified redevelopment area sufficient to encourage developers and redevelopment and to carry out the purposes of the Act.

3. Based on the above recitals and resolutions, the Planning Commission's recommendation, the Study and its findings which are incorporated into this Resolution by this reference, and the comments at the public hearing, the City Council declares the Redevelopment Area as substandard and blighted, as those terms are defined in the Act, and in need of redevelopment.

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

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

PASSED and APPROVED on May 17, 2021

**CITY COUNCIL OF THE CITY
OF SCOTTSBLUFF, NEBRASKA**

ATTEST:

By: _____
Mayor

By: _____
City Clerk

**Exhibit A
Redevelopment Area (Area 15)**

Properties and tracts of land within the general vicinity south of the Burlington Northern Santa Fe railroad right-of-way, east of 9th Avenue, west of 13th Avenue and north of South Beltline Highway East in the

southeastern portion of the community. The area contains approximately 13.590 acres and is more particularly described as:

Situated in the South Half of the Southeast Quarter of the Northwest Quarter, and in the North Half of the Northeast Quarter of the Southwest Quarter of Section 25, Township 22 North, Range 55 West of the 6th P.M., Scotts Bluff County, Nebraska, more particularly described as follows;

***Beginning** at the northwest corner of PT TR 1 N OF HWY & PT TR 8, UNION LIVESTOCK ADD (Parcel #010152393), said point also being on the southern right-of-way line of the Burlington-Northern Santa Fe (BNSF) railroad right-of-way;*

Thence, southeasterly on said southern line of BNSF railroad right-of-way to its intersection with the southerly extension of the northerly-southerly right-of-way centerline of 13th Avenue, said point also being on the City of Scottsbluff corporate limits line;

Thence, southerly on the City of Scottsbluff corporate limits to its intersection with the southern right-of-way line of South Beltline Highway East;

Thence, westerly and northwesterly on said southern right-of-way line of South Beltline Highway East to its intersection with the centerline of the northerly-southerly 9th Avenue right-of-way;

Thence, northerly on said 9th Avenue right-of-way centerline to its intersection with the south line of the BNSF railroad right-of-way, said point also being a northwesterly extension of the north line of Parcel #01052393;

*Thence southeasterly on said northwesterly extension of the north line of said Parcel #01052393 to the northwest corner of said Parcel #01052393, said point also being the Point of Beginning, said redevelopment study area containing an area of **13.590 acres**, more or less.*

Council Member Colwell moved, seconded by Mayor McKerrigan to approve Resolution 21-05-04 declaring that Study Area #17 generally described as properties and tracts of land within the general vicinity between Avenues A and C and between West Overland Drive and West 18th Street, including a corridor extending westerly from Avenue B along the southern border of the BNSF railroad right-of-way and north of Cowen Drive, in the south-central portion of the City of Scottsbluff is blighted and substandard as those terms are defined in the Nebraska Community Redevelopment Law, "YEAS," McKerrigan, Colwell, and Green. "NAYS," Schaub. Absent: Scanlan.

RESOLUTION 21-05-04

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

Recitals:

s. The City Council has considered the question of whether the "Redevelopment Area," as defined below, is substandard and blighted as those terms are defined in the Nebraska Community Development Law (the "Act").

t. The “Redevelopment Area” encompasses the area in Scottsbluff, Nebraska, described as set forth in Exhibit A to this Resolution.

u. The City Council has received and reviewed the Blight & Substandard Determination Study, Study Area #17 prepared by M.C. Schaff & Associates, Inc. and dated April 8, 2021 (the “Study”).

v. The City Council submitted the question of whether the Redevelopment Area is substandard and blighted to the Planning Commission.

w. The Planning Commission received the Study and conducted a public hearing on May 10, 2021 for the purpose of making a recommendation to the City Council as to whether the Redevelopment Area is and should be determined as substandard and blighted and in need of redevelopment. The Planning Commission provided its written recommendation to the City Council that the Redevelopment Area should be declared substandard and blighted and in need of redevelopment.

x. The City Council conducted a public hearing on May 17, 2021 on the question of whether the Redevelopment Area is substandard and blighted and in need of redevelopment.

Resolved:

4. The Redevelopment Area meets the criteria set forth in Sections 18-2103(3) and (31) of the Act, as described and set forth in the Study.

2. Declaring the Redevelopment Area as substandard and blighted is necessary to accomplish the sound redevelopment planning and program of the City, will enhance the development potential of the Redevelopment Area as well as adjacent areas already declared substandard and blighted, and the inclusion of all property in the Redevelopment Area is necessary to create a unified redevelopment area sufficient to encourage developers and redevelopment and to carry out the purposes of the Act.

3. Based on the above recitals and resolutions, the Planning Commission’s recommendation, the Study and its findings which are incorporated into this Resolution by this reference, and the comments at the public hearing, the City Council declares the Redevelopment Area as substandard and blighted, as those terms are defined in the Act, and in need of redevelopment.

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

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

PASSED and APPROVED on May 17, 2021

**CITY COUNCIL OF THE CITY
OF SCOTTSBLUFF, NEBRASKA**

ATTEST:

By: _____
Mayor

By: _____
City Clerk

**Exhibit A
Redevelopment Area (Area 17)**

Properties and tracts of land within the general vicinity between Avenues A and C and between West Overland Drive and West 18th Street, including a corridor extending westerly from Avenue B along the southern border of the BNSF railroad right-of-way and north of Cowen Drive, in the south central portion of the community. The area contains approximately 22.861 acres and is more particularly described as:

Situated in the Southeast Quarter of the Southwest Quarter and in the Southwest Quarter of the Southeast Quarter of Section 23, Township 22 North, Range 55 West of the 6th P.M., Scotts Bluff County, Nebraska, more particularly described as follows;

Beginning at the northwest corner of LTS 10-11, BLK 1, TRI STATE ADD (Parcel #010152245);

Thence, easterly on the north line of said Parcel #010152245 to the northeast corner of said Parcel #010152245, and continuing easterly on an easterly extension of said north line of Parcel #010152245 to its intersection with the northerly-southerly centerline of the alley right-of-way between Avenue B and Avenue A, and between said Parcel 010152245 and LTS 16-19, BLK 1, TRI STATE ADD (Parcel #010152253);

Thence, southerly on said alley right-of-way centerline to its intersection with the north line of the West Overland Drive right-of-way, and continuing on a southerly extension of said alley centerline to the easterly-westerly centerline of the West Overland Drive right-of-way;

Thence, westerly on said West Overland Drive right-of-way centerline to its intersection with the southerly extension of the northerly-southerly alley right-of-way centerline of the alley between Avenue B and Avenue C;

Thence, northerly on said southerly extension of said alley right-of-way centerline of the alley between Avenue B and Avenue C to its intersection with the north right-of-way line of West Overland Drive, and continuing northerly on said alley right-of-way centerline of the alley between Avenue B and Avenue C to its intersection with the easterly extension of the north line of LT 8, BLK 1, MCCLANAHANS ADD (Parcel #010131639);

Thence, westerly on said easterly extension of the north line of said Parcel #010131639 to the northeast corner of said Parcel #010131639, and continuing westerly on the north line of said Parcel #010131639 to the northwest corner of said Parcel #010131639, and continuing on a westerly extension of the north line of said Parcel #010131639 to its intersection with the northerly-southerly right-of-way centerline of Avenue C;

Thence, northerly on said Avenue C right-of-way centerline to its intersection with the easterly-westerly right-of-way centerline of West 14th Street;

Thence, easterly on said West 14th Street right-of-way centerline to its intersection with the southerly extension of the west line of Lots 9-12, Block 1, Sunset Addition (Parcel #010150595);

Thence, northerly on the southerly extension of said west line of Parcel #010150595 to the southwest corner of said parcel, and continuing northerly on the west line of Parcel #010150595 to the northwest corner of said parcel, and continuing northerly on a northerly extension of said parcel to the south edge of Lot 4, Block 1, Sunset Addition;

Thence, easterly on the south line of said Lt 4, Blk 1, Sunset Add and continuing on an easterly extension thereof to the southwest corner of Lots 1-2, Block 1, Sunset Addition (Parcel # 010150498);

Thence, northerly on the west line of said Parcel # 010150498 to the north line of Block 1, Sunset Addition;

Thence, westerly on said north line of Block 1, Sunset Addition to the southerly extension of the east line of LT 1 EX E 115', ALL LT 2, KELLEY-BRESTER REPLAT (Parcel # 010113622);

Thence, northerly on said southerly extension of the east line of Parcel #010113622 to the south line of said Parcel #010113622;

Thence, westerly on the south line of Kelley-Brester Replat to the southwest corner of said Kelley-Brester Replat, said point also being the Cowen Drive east right-of-way;

Thence, northerly on Cowen Drive east right-of-way to the south corner of LT 4, KELLEY-BRESTER REPLAT (Parcel #010113673);

Thence, northeasterly on the southeast line of said Parcel #010113673 to the northeast line of Kelley-Brester Replat, said point also being on the southwest line of PT E 1/2 SW, UNPL LANDS, 23-22-55 (Parcel #010274405);

Thence, northwesterly on the southwest line of said Parcel #010274405 to the west corner of said Parcel #010274405;

Thence, northeasterly on the northwest line of said Parcel #010274405 to the north corner of said Parcel #010274405, said point also being on the southwest line of the Burlington Northern Santa Fe (BNSF) Railroad right-of-way;

Thence, southeasterly on said BNSF southwest right-of-way line to its intersection with the west right-of-way line of Avenue B;

Thence, northerly on the west right-of-way line of Avenue B to its intersection with the southwestern right-of-way line of West Railway Street;

Thence, northwesterly on said West Railway Street southwest right-of-way line to its intersection with the Avenue C right-of-way centerline;

Thence, northerly on said Avenue C right-of-way centerline to its intersection with the West 18th Street right-of-way centerline;

Thence, easterly on said West 18th Street right-of-way centerline to its intersection with the Avenue A right-of-way centerline;

Thence, southerly on said Avenue A right-of-way centerline to the West Railway Street southwest right-of-way line;

Thence, northwesterly on the said West Railway Street southwest right-of-way line to its intersection with the Avenue B east right-of-way line;

*Thence, southerly on said Avenue B east right-of-way to the northwest corner of LTS 10-11, BLK 1, TRI STATE ADD (Parcel #010152245), said point also being the Point of Beginning, said tract containing an area of **22.861 Acres**, more or less.*

City Manager Rief approached Council regarding the application for the creation of an Agricultural Estate Dwelling Site from John Raymond, Executor of the Patricia Raymond Estate. Mr. Rief explained this request has been approved through the Planning Commission.

Mr. Gregg Schilz with MC Schaff & Associates came forward and explained Mr. Raymond has a potential buyer for the farm ground of 44.7 acres and that is the reason for the Ag Estate. Council Member Schaub made a motion, seconded by Council Member Colwell to approve the application for the creation of an Agricultural Estate Dwelling Site from John Raymond, Executor of the Patricia Raymond Estate, for property located at 210113 Raymond Drive, Scottsbluff, NE and authorize the Mayor to sign the Certificate, "YEAS," Schaub, Colwell, McKerrigan, and Green. "NAYS," None. Absent: Scanlan

Regarding the preliminary and final plat of lots 1, 2, and 3 Block 1, King's Acres Subdivision, Legal Counsel Hadenfeldt explained the land owner would like to subdivide two lots off of the original lot. This is located off of Hwy 71 and is in the City's extraterritorial district. Council Member Colwell moved, seconded by Council Member Schaub to approve the preliminary and final plat of lots 1, 2, and 3 Block 1, King's Acres subdivision, a Replat of Block 1, King's Acres subdivision and approve Resolution 21-05-05, "YEAS," McKerrigan, Green, Colwell, and Schaub. "NAYS," None. Absent: Scanlan.

RESOLUTION NO. 21-05-05

BE IT RESOLVED BY THE MAYOR AND CITY COUNCIL OF THE CITY OF

SCOTTSBLUFF, NEBRASKA:

WHEREAS, BE IT RESOLVED, the preliminary and final plat of Lots 1, 2 and 3, Block 1, King's Acres Subdivision, a Replat of Block 1, King's Acres Subdivision, situated in the NW¼ of the SW¼ of Section 11, Township 22 North, Range 55 West of the 6th P.M., Scotts Bluff County, Nebraska, dated April 8, 2021, duly made, acknowledged and certified, is approved and the Mayor is authorized to sign the Plat on behalf of the City of Scottsbluff, Nebraska. Such Plat is ordered filed and recorded in the office of the Register of Deeds, Scotts Bluff County, Nebraska.

Passed and approved this 17th day of May, 2021.

Mayor

ATTEST:

City Clerk

Mr. Geoff Nemnich, President of 23 Club, approached Council regarding additional project funding. Mr. Nemnich explained they need additional funding to complete phase 1 of the project, as they are going to be a little short to complete alternates 6 and 7 which comprise of irrigation, landscaping, sod in between the fields and parking lot improvements.

Mr. Rief then came forward and explained with regard to the parking lot, the City may be able to get the grading and gravel through the construction costs due to the use being degraded substantially during construction of this and the Pathway project. He commented we should not have to put much out of pocket, maybe just running a road grader over the area to level it out.

After discussion, Mr. Nemnich stated he would like to request roughly \$50,000 to \$60,000 to complete the irrigation, sod and landscaping, commenting, everything should be finished until they are ready to put up LED lighting in the future. Council Member Colwell moved to approve up to \$50,000 to the 23 Club Baseball Complex for irrigation and sod. This was seconded by Mayor McKerrigan. "YEAS," Colwell, Green, and McKerrigan. "NAYS," Schaub. Absent: Scanlan.

Ms. Rawnda Pierce, Executive Director of Twin Cities Development came forward regarding the Workforce Housing Investment Fund City of Scottsbluff Local Match Agreement between the City of Scottsbluff and Twin Cities Development Association, Inc. Ms. Pierce explained to Council that April 15th they were notified they were awarded the grant from the Rural Workforce Housing Fund. She reiterated the first \$350,000 of the City's money that was approved by Resolution 20-12-03 will be dispersed to qualified businesses and after that the money becomes a pool of money that can be served in the communities of Kimball County, Scotts Bluff County and Morrill County. In addition they do have a diverse review committee in place which includes City Attorney Adam Hoesing. Their main focus is on single family homes and wanting to get the inventory built up again since housing is hard to find in this area. She is asking this be approved tonight, so a check can be sent to the state before their fiscal year

ends. Council Member Schaub made a motion, seconded by Council Member Colwell to approve the Workforce Housing Investment Fund City of Scottsbluff Local match Agreement between the City of Scottsbluff and Twin Cities Development Association, Inc. and authorize the Mayor to sign the Agreement, “YEAS,” Green, Schaub, McKerrigan, and Colwell. “NAYS,” None. Absent. Scanlan.

Regarding the TV and Digital Public Service Announcement Contracts for KNEB and NBC Nebraska for Stormwater Public Education, Mr. Rief explained this is part of our Tri City Stormwater PSA contracts for 2021 and is a requirement for our MS4 permit. Council Member Colwell asked if next year we can utilize social media in replace of the other advertisers to meet this requirement. City Manager Rief stated he will check into it. Council Member Schaub moved, seconded by Council Member Green to approve the TV and Digital Public Service Announcement Contracts for KNEB and NBC Nebraska for Stormwater Public Education and authorize the City Manager to execute the Contracts, “YEAS,” McKerrigan, Schaub, Colwell, and Green. “NAYS,” None. Absent: Scanlan.

Mayor McKerrigan read the Proclamation naming May 16-22, 2021 as Emergency Medical Services Week.

Mr. Chad Leeling approached Council regarding a Business Promotional Event Permit for the Stomping Ground d/b/a Shots Bar to include vendors and noise permit for a Buck Cherry Concert on June 11, 2021 at the 18th Street Plaza from 10:00 a.m. to 2:00 a.m. Mr. Leeling stated the main reason for the move to the 18th Street Plaza is the gating and security. He also stated that with COVID precautions having the concert outside would be beneficial as well.

Mr. Rief, on behalf of Police Chief Spencer, asked what Mr. Leeling’s plan is for security and if he will be utilizing any of the City’s Police Officers. Mr. Leeling stated he could use the Scottsbluff Police Department. If utilized he would only need two officers and he would like to see them walk around during the concert to help with any potential incidents that could arise, adding he has hired five correctional officers to his security of ten already. Mr. Leeling stated the actual show will go from 6:00 to 11:00 p.m., explaining the hours on the permit encompass setting up and shutting down. He will utilize the main gate and shut the other gates, so tickets will only be taken from one gate to help check for minors entering the facility. He will also use cattle gates in other areas where there is not a fence. He is capping the attendance at 600 people and will not be closing any streets. Council Member Green moved, seconded by Council Member Schaub to approve the Business Promotional Event Permit for the Stomping Ground d/b/a Shots Bar to include vendors and noise permit for a Buck Cherry Concert on June 11, 2021 at the 18th Street Plaza from 10:00 a.m. to 2:00 a.m., “YEAS,” Schaub, Colwell, McKerrigan and Green. “NAYS,” None. Absent: Scanlan.

Regarding the Special Designated Liquor License for the Stomping Ground, LLC d/b/a Shots Bar to serve beer, wine and distilled spirits at a Buck Cherry Concert in the 18th Street Plaza from 2:00 p.m. to 11:30 p.m., Mr. Chad Leeling explained the gates will open at 5:00 p.m., the concert will start at 6:00 p.m. and everything will be shut down at 11:00 p.m. He does not anticipate selling any wine, but has it on the permit in case something changes. Council Member Schaub moved, seconded by Council Member Green to approve the Special Designated Liquor License for the Stomping Ground, LLC d/b/a Shots Bar to serve beer, wine and distilled spirits at a Buck Cherry Concert in the 18th Street Plaza from 2:00 p.m. to 11:30 p.m., “YEAS,” McKerrigan, Green, Colwell, and Schaub. “NAYS,” None. Absent: Scanlan.

Concerning the land acquisition and conveyance at Webber Manor subdivision, City Manager Rief explained he has been approached by a land owner interested in donating some land and he would like to enter into closed session to discuss the transaction. Council Member Colwell moved to go into closed session for the reason that it is clearly necessary for the protection of the public interest as it will

involve a strategy session regarding negotiations and real estate acquisition. This was seconded by Council Member Schaub.

Mayor McKerrigan then stated the motion has been made to go into closed session as it is necessary to protect the public interest as it will involve a strategy session regarding negotiations and real estate acquisition. There was no discussion.

Mayor McKerrigan then added the pending motion is to go into closed session as it is clearly necessary to protect the public interest as it will involve a strategy session regarding negotiations and real estate acquisition. She then asked to call the roll, "YEAS," Colwell, Green, Schaub, and McKerrigan. "NAYS," None. Absent: Scanlan.

Mayor McKerrigan stated a motion to go into closed session as it is necessary for the protection of the public interest as it will involve a strategy session regarding negotiations and real estate acquisition has been adopted. Council went into closed session at 7:34 p.m. with City Manager Rief and Legal Counsel Hadenfeldt.

Council reconvened out of closed session at 7:56 p.m. The following Council Members were present: Jeanne McKerrigan, Jordan Colwell, Nathan Green, and Terry Schaub.

Mayor McKerrigan then explained Council has reconvened out of closed session involving a strategy session regarding negotiations and real estate acquisition. She added Council has agreed to move forward with direction to staff to continue with acquiring the real estate and negotiations that was in the discussion, asking the City Manager to keep them updated. This was put into motion by Council Member Schaub, seconded by Council Member Green, "YEAS," Green, Schaub, Colwell, and McKerrigan. "NAYS," None. Absent: Scanlan.

Under Council reports, Council Member Colwell stated there is a 911 meeting on Tuesday, May 18th.

Council Member Colwell moved to adjourn the meeting at 7:58 p.m. This was seconded by Council Member Schaub, "YEAS," Colwell, Schaub, McKerrigan, and Green. "NAYS," None. Absent: Scanlan.

Mayor

Attest:

City Clerk

City of Scottsbluff, Nebraska

Monday, June 7, 2021

Regular Meeting

Item Consent2

Council to excuse the absence of Council Member Scanlan from the May 17, 2021 Regular Meeting.

Staff Contact: City Council

City of Scottsbluff, Nebraska

Monday, June 7, 2021

Regular Meeting

Item Consent3

Council to submit blight and substandard studies for Area No. 16 to Planning Commission for Recommendation.

Staff Contact: Zachary Glaubius, Projects & Planning Coordinator

City of Scottsbluff, Nebraska

Monday, June 7, 2021

Regular Meeting

Item Consent4

Council to set a public hearing for June 21, 2021 at 6:00 p.m. to submit question whether Study Area #16 which is generally described as properties and tracts of land

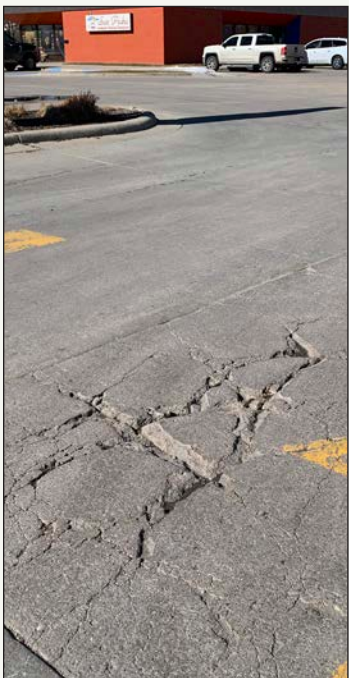
within the general vicinity north of 27th Street, east of Avenue B, south of West 31st Street, and west of 1st Avenue in the central portion of the City of Scottsbluff is substandard and blighted as defined in the Nebraska Community Development Law.

Staff Contact: Zachary Glaubius, Projects & Planning Coordinator



STUDY AREA #16

BLIGHT & SUBSTANDARD DETERMINATION STUDY City of Scottsbluff, NE



PRESENTED TO
City of Scottsbluff
Community Redevelopment Authority
Planning Commission

PREPARED BY
M.C. Schaff & Associates, Inc.
818 South Beltline Highway East
Scottsbluff, NE 69361

PROJECT
RS100094-2104

April 15, 2021





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Purpose of this Analysis

The Blighted and Substandard designation opens the door for stimulating new development and allowing developers, in fact all citizens, the ability to make significant public improvements related to their project. The mechanism allows property owners the use of real estate property taxes (normally paid to other government agencies) for improvements including land acquisition and site preparation. Tax money can be used up to 15 years for this purpose.

This designation allows use of most of the new taxes generated by way of redevelopment. An owner pays the property tax but it is “refunded” for the purpose of land acquisition, site preparation and placing public improvements on the site. The program has worked well for Scottsbluff’s downtown and more recently, the Reganis Auto Dealership, hotel adjoining the dealership, and the Monument Mall. So, while the term may seem objectionable the results can be very positive for the entire community.

The Nebraska Unicameral enacted legislation which addressed the existence of areas within communities that needed incentives to redevelop. These areas tended to be older and out of date. Often spotty improvements had been made but the general condition was not attracting expansion of existing business nor new development and investment. On its face, this appeared to be true of the **Study Area #16**, shown in **Figure 1** on page 4, so a decision was made to give the area a closer look.

The purpose of this analysis is to identify and determine if an area within the City of Scottsbluff, Nebraska should be considered blighted and substandard under the criteria for such areas as set forth in the Nebraska Community Development Law, Section §18-2103. This Scottsbluff Blight and Substandard Study is intended to provide the Scottsbluff City Council the basis for determining the existence of blighted and substandard conditions within Scottsbluff’s corporate limits. Through this process, the City attempts to eliminate economic and/or social concerns that are detrimental to the future public health, safety, morals, and general welfare of the entire community. This study examines conditions relating to buildings, land use, and infrastructure within the study area to determine areas eligible for redevelopment under Nebraska Community Development Law.

Like other areas designated as Blighted and Substandard, much of the Study Area has not kept pace with overall community standards while other areas in the community have seen steady growth and development. Developments around the study area have seen hardships based on grade, land use, and utility locations. The Community Development Law enables cities to take steps to address these forms of decline through acquisition, clearance and disposition of property for redevelopment or through the conservation and rehabilitation of property.

This study examines existing conditions of land use, buildings, infrastructure, development patterns and general health, safety welfare aspects within the designated Study Area in the City of Scottsbluff. This has been done in an effort to determine its eligibility for redevelopment activities. The proposed Study Area #16 analyzed is generally described as being a portion of the 2nd, 3rd, and 4th Webber Mannor Additions, north of 27th Street, east of Avenue B, and south of West 31st Street. A number of opportunities for redevelopment exist in this area which borders two busy arterials, allowing the community to overcome some of the challenges in the Proposed Study Area #16.

Generally, the corridors along the south and west sides of the Study Area have some long-standing successful businesses as well as recently developed locally-owned enterprises and national chain commercial growth. However, reinvestment in much of the Study Area is almost non-existent—not on par with the overall community’s growth and level of private investment. A portion of the Study Area has remained undeveloped for the most part, due to a number of challenges. The Study Area is adjacent to areas on the south and west that have been previously designated as blighted and substandard, where commercial land uses and single family neighborhoods over the past decade have seen limited new investment and rehabilitation to improved structures remain in need of upgrading and redevelopment. **Study Area #16** appears to be an excellent opportunity to provide incentives triggering new activity where adequate market forces are not present to move development in a positive direction.



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Blight Study | City of Scottsbluff, NE

page 1



Nebraska Revised State Statutes

Nebraska's Community Development Law clearly provides guidelines for communities to address concerns and develop strategies for the rehabilitation and redevelopment of deteriorating areas as well as the prevention and elimination of substandard and blighted areas. This tool is provided in Neb Rev Stat §§18-2101 to 18-2154.

Nebraska Revised Statute §18-2104 enables a municipality to declare that blight and substandard conditions exist. The statute reads,

"The governing body of a city, to the greatest extent it deems to be feasible in carrying out the provisions of the Community Development Law, shall afford maximum opportunity, consistent with sound needs of the city as a whole, to the rehabilitation or redevelopment of the community redevelopment area by private enterprises. The governing body of a city shall give consideration to this objective in exercising its powers under the Community Development Law, including the formulation of a workable program, the approval of community redevelopment plans consistent with the general plan for the development of the city, the exercise of its zoning powers, the enforcement of other laws, codes, and regulations relating to the use and occupancy of buildings and improvements, the disposition of any property acquired, and providing of necessary public improvements."

The statutes provide a means for the governing body of a municipality to address and develop strategies for rehabilitation and redevelopment of the community.

Nebraska Revised Statute §18-2105 grants authority to the governing body to formulate a redevelopment program. The statute reads,

"The governing body of a city or an authority at its direction for the purposes of the Community Development Law may formulate for the entire municipality a workable program for utilizing appropriate private and public resources to eliminate or prevent the development or spread of urban blight, to encourage needed urban rehabilitation, to provide for the redevelopment of substandard and blighted areas, or to undertake such of the aforesaid activities or other feasible municipal activities as may be suitably employed to achieve the objectives of such workable program. Such workable program may include, without limitation, provision for the prevention of the spread of blight into areas of the municipality which are free from blight through diligent enforcement of housing, zoning, and occupancy controls and standards; the rehabilitation or conservation of substandard and blighted areas or portions thereof by replanning, removing congestion, providing parks, playgrounds, and other public improvements by encouraging voluntary rehabilitation and by compelling the repair and rehabilitation of deteriorated or deteriorating structures; and the clearance and redevelopment of substandard and blighted areas or portions thereof."

The law states that there are a number of reasons an area goes beyond remedy and control solely by the regulatory process and cannot be dealt with effectively by ordinary police powers or ordinary operation of

private enterprise without aid. Such things as overcrowding, unsafe, unsanitary conditions, inadequate planning, lack of proper light, air and open space, defective design and arrangement of buildings, faulty street layout and economically undesirable land uses are among the reasons.

The law goes on to provide the city with the ability to declare an area blighted and substandard followed by creating a workable program to utilize private and public resources to address specific conditions to be improved. The statute provides a means for the governing body to address and develop strategies for rehabilitation and redevelopment of the community. The main substance of a workable program is an adopted redevelopment plan for the defined area based in part on an adopted comprehensive plan.

Implementing this strategy for a Designated Study Area is intended to give the Community Redevelopment Authority and City Council a basis for determining the existence of blight and substandard conditions within the delineated Study Area. The general area considered for inclusion in the Study Area is shown in **Figure 1. Study Area #16** on page 4 of this report, with the area boundary described on page 5 and parcel numbers and primary streets provided in **Table 2**, located in the **Appendix A**. The Study Area can generally be described to include land east of Avenue B, north of 27th Street, and south of West 31st Street and within the 2nd, 3rd, and 4th Webber Mannor Additions.

This study looks at existing land-uses, platting, structures and infrastructure systems to determine whether **Study Area #16** or a part of it meets the statutory requirements for the designation as a Blighted and Substandard Area. With the growing interest and use of this valuable tool the State has taken an increased interest in assuring all using the tool use it in accordance with the statutes. For this reason, it is imperative the City of Scottsbluff closely adhere to the provisions set forth in the Nebraska Revised State Statutes.

The findings of this study will serve to guide the general redevelopment. The previously approved [2016 City of Scottsbluff Comprehensive Plan](#) and this Blighted and Substandard Study (#16) will present appropriate land uses, strategies for improved traffic circulation, economic and sustainable development activities, and utilities and other improvement in accordance with the law.



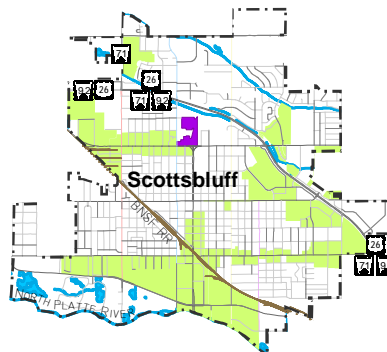
Examples of Structural Conditions within the Study Area



Redevelopment Areas

- Existing Redevelopment Areas
- Study Area #16
- Parcel Address
- Corporate Limits

Data Sources:
 Parcels: Scotts Bluff County, 2016
 Aerial: US Army Corps of Engineers, 2011



Study Area #16

City of Scottsbluff
 Scotts Bluff County, NE



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Redevelopment Study Area (Site 16): The redevelopment study area consists of properties and tracts of land within the general vicinity north of 27th Street, east of Avenue B, south of West 31st Street, and west of 1st Avenue in the central portion of the community. The site contains approximately 20.153 acres and is more particularly described as:

Situated in the West Half of the Southeast Quarter of Section 14, Township 22 North, Range 55 West of the 6th P.M., Scotts Bluff County, Nebraska, more particularly described as follows;

Beginning at the southeast corner of BLK 3, WEBBER MANOR 2ND ADD (Parcel #010279474);

Thence, northerly on the east line of said Parcel #010279474 to the northeast corner of said Parcel #010279474, said point also being the southeast corner of PT SE (S OF DITCH) UNPL LANDS 14-22-55 (Parcel #010336141);

Thence, continuing northerly on the east line of said Parcel #010336141 to the northeast corner of said Parcel #010336141 to its intersection with the south line of BLK 5, WEBBER MANOR SUBDIV (Parcel #010108092);

Thence, southwesterly and westerly on the line between said Parcel #010108092 and Parcel #010336141 to its intersection with the eastern curved edge of the West 31st Street cul-de-sac right-of-way;

Thence, northerly and northwesterly on said right-of-way line of West 31st Street cul-de-sac to its intersection with the north line of West 31st Street right-of-way;

Thence, westerly on the north right-of-way line of West 31st Street to its intersection with the northerly extension of the west line of Parcel #010336141;

Thence, southerly on said northerly extension of Parcel #010336141 to the northwest corner of said Parcel #010336141, and continuing southerly on the west line of said Parcel #010336141 to its intersection with the north line of LT 2, WEBBER MANOR THIRD ADD (Parcel #010334335);

Thence, easterly and continuing on the line between said Parcel #010334335 and Parcel #010336141 to its intersection with the north line of BLK 3, WEBBER MANOR 2ND ADD (Parcel #010279474);

Thence, westerly on the north line of said Parcel #010279474 to the southeast corner of LT 1, WEBBER MANOR THIRD ADD (Parcel #010334327);

Thence, northerly on the east line of said Parcel #010334327 to the northeast corner of said Parcel #010334327;

Thence, westerly on the north line of said Parcel #010334327 to the northwest corner of said Parcel #010334327;

Thence, southerly on the west line of said Parcel #010334327 to the southwest corner of said Parcel #010334327, said point also being on the north line of LT 4, WEBBER MANOR THIRD ADD (Parcel #010334343);

Thence, westerly on the north line of said Parcel #010334343 to the northwest corner of said Parcel #010334343;

Thence, southerly on the west line of said Parcel #010334343 to its intersection with the north line of LT 5, WEBBER MANOR THIRD ADD (Parcel #010334408);

Thence, westerly on the north line of said Parcel #010334408 to the northwest corner of said Parcel #010334408, and continuing westerly on the westerly extension of the north line of said Parcel #010334408 to its intersection with the northerly-southerly centerline of the Avenue B right-of-way;

Thence, southerly on said Ave B right-of-way centerline to its intersection with the easterly-westerly right-of-way centerline of West 27th Street;

Thence, easterly on said West 27th Street right-of-way centerline to its intersection with the southerly extension of the east line of BLK 3, WEBBER MANOR 2ND ADD (Parcel #010279474);

*Thence, northerly on said southerly extension of the east line of Parcel #010279474 to the southeast corner of said Parcel #010279474, said point being the Point of Beginning, said redevelopment study area containing an area of **20.153 acres**, more or less.*



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The requirements for detailed planning beyond the Comprehensive Plan treatment include but should not be limited to:

1. Boundaries of the area, existing land use and condition of improvements
2. A land-use plan
3. A map showing population density, land coverage and building concentrations
4. An outline of proposed changes in ordinance, layout or other related ordinances
5. A site plan of the area
6. A statement outlining any additional public facilities or utilities required to support new land uses after redevelopment.

The Blighted and Substandard study highlights locations and opportunities for improvement and revitalization. Once the area is designated, the City can guide future development in this area and provide financial incentive for development. Using the Nebraska Community Development Law, the City can reduce or eliminate factors impeding redevelopment and implement programs or projects to improve conditions and minimize the negative impacts of blight and substandard conditions.

Substandard and Blight Eligibility Analysis

Substandard and Blight Definitions and Explanation

Substandard areas are defined by State Statute **§18-2103(31)**, as the following:

“Substandard areas means an area in which there is a predominance of buildings or improvements, whether nonresidential or residential in character, which, by reason of dilapidation, deterioration, age or obsolescence, inadequate provision for ventilation, light, air, sanitation, or open spaces, high density of population and overcrowding, or the existence of conditions which endanger life or property by fire and other causes, or any combination of such factors, is conducive to ill health, transmission of disease, infant mortality, juvenile delinquency, and crime, (which cannot be remedied through construction of prisons), and is detrimental to the public health, safety, morals, or welfare;”

Blighted areas are defined by State Statute **§18-2103(3)**, as the following:

“Blighted area means an area, which

(a) by reason of the presence of a substantial number of deteriorated or deteriorating structures, existence of defective or inadequate street layout, faulty lot layout in relation to size, adequacy, accessibility, or usefulness, insanitary or unsafe conditions, deterioration of site or other improvements, diversity of ownership, tax or special assessment delinquency exceeding the fair value of the land, defective or unusual conditions of title, improper subdivision or obsolete platting, or the existence of conditions which endanger life or property by fire and other causes, or any combination of such factors, substantially impairs or arrests the sound growth of the community, retards the provision of housing accommodations, or constitutes an economic or social liability and is detrimental to the public health, safety, morals, or welfare in its present condition and use and

*(b) in which there is **at least one** of the following conditions:*

(i) Unemployment in the designated area is at least one hundred twenty percent of the state or national average;

(ii) the average age of the residential or commercial units in the area is at least forty years;

(iii) more than half of the plotted and subdivided property in an area is unimproved land that has been within the city for forty years and has remained unimproved during that time;

(iv) the per capita income of the area is lower than the average per capita income of the city or village in which the area is designated; or

(v) the area has had either stable or decreasing population based on the last two decennial censuses. In no event shall a city of the metropolitan, primary, or first class designate more than thirty-five percent of the city as blighted, a city of the second class shall not designate an area larger than fifty percent of the city as blighted, and a village shall not designate an area larger than one hundred percent of the village as blighted. A redevelopment project involving a formerly used defense site as authorized under section 18-2123.01 shall not count towards the percentage limitations contained in this subdivision;”



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The following are the specific definitions of “substandard” and “blighted” according to Nebraska State Law. These definitions serve to be the basis of this entire analysis and each portion of the definitions are examined individually throughout this document.

Substandard Area Definition

By statute a substandard area means one where a predominance of building or improvements (residential or nonresidential) having one or more of the following characteristics:

1. **Dilapidating or deteriorated**
 - a. Unacceptable standard for walls, foundation, roof, gutters, roof surface, chimney, fire escapes, weatherizing, steps, exterior paint and site conditions. Chipping, cracks, loose components, missing pieces, sags and other signs of substandard condition all qualify for this condition.
2. **Age (obsolescence)**
 - a. A 40 years or more criteria was used for estimate.
3. **Inadequate ventilation, light, air, sanitation, or open spaces**
 - a. Things like junked cars and other accumulated debris, antiquated infrastructure, unpaved parking, outdoor storage
4. **Other conditions**
 - a. High density population or overcrowding (census)
 - b. Other conditions which could be unsafe or unsanitary endangering life or property.
 - c. Any combination of factors conducive to poor health, disease, mortality, delinquency or crime. Any combination that is detrimental to public health, safety, morals or welfare. This may include inadequate infrastructure as well as statistical data.

Structural conditions were evaluated using the U.S. Department of Housing and Urban Development standard definitions:

No Problem

- No structural or aesthetic problems are visible

Adequate Condition

- Slight damage to porches, steps, roofs
- Slight wearing of mortar between bricks/stone/block
- Small cracks in walls or chimneys
- Cracked windows
- Lack of paint
- Slight wear on steps, doors and frames

Deteriorating Conditions

- Holes, open cracks, rotted, loose, or missing material in parts of the foundation, walls (1/2 of the wall) or roof (1/4 of the roof)
- Shaky, broken, or missing steps or railings
- Numerous missing and cracked window panes
- Rotted or loose windows or doors no longer water-proof

Dilapidated Condition

- Holes, open cracks, rotted, loose or missing material over a large area of the foundation, on wall or on roof
- Substantial sagging of roof, floors, or walls
- Extensive fire, flood, or storm damage
- Inadequate original construction such as building elements made of scrap materials or conversion of structures not adequate for housing.



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Blighted Area Definition

The blighted area designation is based on a number of criteria or indicators of substandard conditions. These are specified in the law and outlined below.

1. The presence of a substantial number of deteriorated or deteriorating structures. This takes the form of structural problems, exterior paint, cracks, chimney, site conditions, roof and similar problems with the building.
2. Existence of a defective or inadequate street layout. This includes dead ends, railroad crossings, linear downtown, narrow alleys and blind crossings, as well as poor vehicular access and/or internal circulation, substandard parking definition and parking layout (lack of curb cuts, awkward entrance/exit points), offset or irregular intersections, substandard or nonexistent pedestrian circulation.
3. Faulty lot layout in relation to size, adequacy, accessibility, or usefulness. Such things as landlocked parcels, odd shaped lots, undersized lots, and poor accessibility.
4. Unsanitary or unsafe conditions. Examples here include age and physical condition of structures, buildings located within the flood plain, lack of public infrastructure, unsanitary conditions and ventilation. Additional examples include graffiti or other forms of vandalism or vagrant activity, poorly lit and unlit areas, the existence of trash or debris or weeds, abandoned vehicles, uneven grading or steep slopes, environmental contamination, cracked or uneven sidewalks, a high incidence of reported crime.
5. Deterioration of site or other improvements. Such things as off-street parking, poor storm drainage, junk cars, dilapidated structures, neglected properties, debris, on-site storage, unscreened trash or mechanical storage areas, deterioration of parking surfaces, lack of landscaping, general site maintenance problems are examples.
6. Diversity of ownership. This condition exists when numerous lots are needed to develop to up to date standards. Assemblage is difficult without some form of public assistance.
7. Tax or special assessment delinquency exceeding the fair value of the land.
8. Defective or unusual conditions of title. Liens, improper filings are examples.
9. Improper subdivision or obsolete platting. Examples include undersized lots, improper zoning, lot configuration, easements and accessibility are problems that often are present.
10. The existence of conditions which endanger life or property by fire or other causes. Such things as inoperative infrastructure, site access, on-site storage, secluded areas for pests to thrive, poor surface drainage, poor street and poor sidewalk condition are examples.
11. Any combination of such factors, substantially impairs or arrests the sound growth of the community, retards the provision of housing accommodations or constitutes an economic or social liability. Here incompatible land uses, obsolescence and inability for a property to compete in the market place.
12. Is detrimental to the public health, safety, morals, or welfare in its present condition and use; and in which there is at least one of the following conditions:
 - a. Unemployment in the area at least 100% of state or national average census data
 - b. The average age of residential and commercial units is over 40 years as determined by field observations
 - c. More than half of the plotted/subdivided property has been unimproved for 40 years using public record
 - d. Per capita income of the area is lower than the average of the city from census data.
 - e. The area has a stable or declining population based on the last two decennial censuses.



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Analysis Approach

The approach and methodology utilized by M.C. Schaff & Associates, Inc., in conducting the Blighted and Substandard Area Determination Analysis included an assessment of all factors listed in the Nebraska Community Development Law as factors that indicate or contribute to making an area blighted and substandard. Data relating to factors such as building condition, building age, site conditions, adequacy of building sites, condition of public improvements, and unsanitary or unsafe conditions were developed through detailed exterior structural field surveys on a structure by structure basis and through collection of data on a unit by unit basis available from public records at the Scotts Bluff County Courthouse and via their online databases. Data relating to other factors such as the adequateness of street layouts, lot layouts and overall subdivision design were investigated on an area-wide basis.

Assessment of potential blighting factors stemming from diversity of ownership and tax or special assessment delinquencies were conducted through evaluation of courthouse and online county records for all property within the analysis area, referred to as the Study Area. The valuation, tax amount and any delinquent amount was examined for each of the properties, and public records were examined to determine the number of property owners in the Study Area.

Additional Public Intervention Necessary

Although the presence of one or more of these substandard or blighting conditions may make it appropriate to declare an area substandard and blighted under the Statue, this analysis was conducted on the basis that additional public intervention over and above the exercise of the police power is necessary to overcome the problems that exist in any substandard and blighted area.

Analysis of the Study Area

Scottsbluff Designated Study Area #16

The City selected the Designated **Study Area #16** for evaluation to be within the corporate limits. The area is part vacant/undeveloped and commercial, and a variety of commercial, residential, semi-public and recreational uses surround the Study Area. This particular area was selected for several reasons.

1. The area is bordered on two sides by active commercial corridors.
2. There is a need to improve infrastructure due to substandard existing conditions.
3. There is obvious economic decline and functionally obsolete uses within the area.
4. There was the presence of blighted and substandard characteristics within the area.
5. A need is apparent for public intervention to stimulate the development and redevelopment of vital infrastructure systems to support private redevelopment efforts.
6. Study Area #16 is in immediate proximity to another blighted and substandard area.

The City is in a position to remove negative factors and implement programs and projects to improve conditions thereby removing the blighted and substandard conditions. This not only benefits the Study Area and adjacent arterial corridors but also benefits the entire community through private reinvestment and enhanced quality of life.

The field survey of the Study Area within the City was conducted in February 2021, to determine whether this area, in fact, has experienced structure and/or site deterioration and whether the area is experiencing other negative influences that decrease the potential for redevelopment or new development. The following information describes this Study Area in detail and specifies the methods and procedures used to determine whether **Study Area #16** should be declared blighted and substandard under the Nebraska Community Development Law.

The Study Area's western and southern borders co-terminate with an existing Blighted and Substandard area—the West 27th Street commercial business district.

The total acreage with the City of Scottsbluff city limits is **4275.95** acres. Currently, the city has approximately 1085.7 acres designated as “Blighted and Substandard”, approximately **25.4%** of the City's total acreage. The proposed additional “Blighted and Substandard” area consists of approximately **20.152** acres, equating to **0.47%** of the total area within the City of Scottsbluff. Adding this proposed area to the existing “Blighted and Substandard” area brings the total Blighted and Substandard area to **1093.79** acres or **25.58%** of the total area of the City of Scottsbluff. This remains well within the allowed **35%** providing future opportunity to add more.

Existing Land Use

The land uses that now exist within the Study Area are depicted in **Figure 2** (Page 11), and consist of land uses which can be placed in five categories, including:

- Office & Professional
- Commercial Service, Retail, Restaurant
- Commercial Parking
- Public Streets
- Vacant / Undeveloped Land

The land uses indicated for the Study Area in **Figure 2** (page 11), are analyzed further in **Table 1** (Page 12). The data detail the breakdown of land uses within this Study Area, as well as the total acreage within this Study Area.



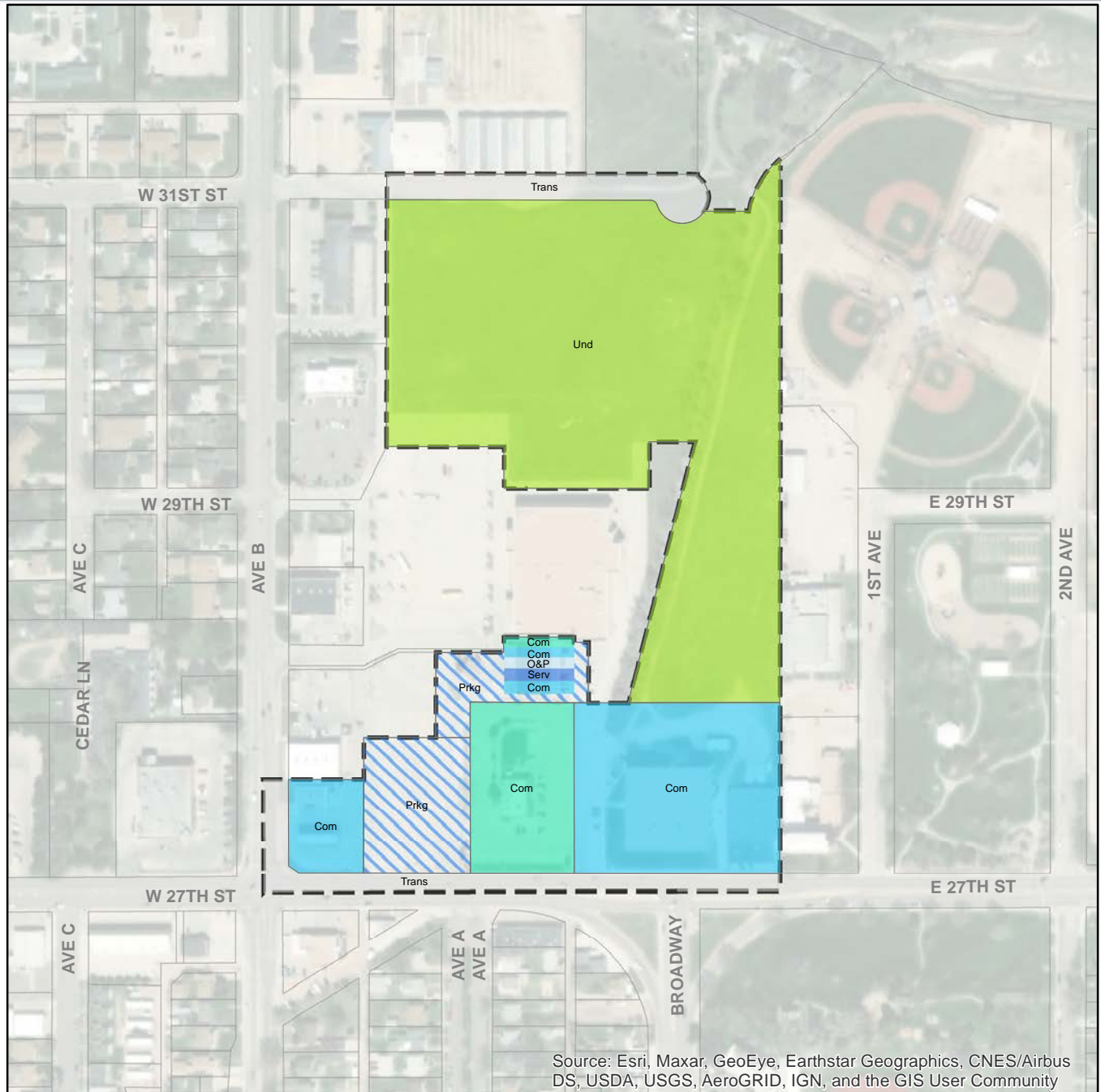
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Blight Study | City of Scottsbluff, NE

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- | | |
|-----------------------|----------------------|
| Corporate Limits | Commercial Retail |
| Blight Study Area | Commercial Service |
| Parcel | Commercial Parking |
| Office & Professional | Vacant / Undeveloped |
| Commercial Restaurant | Roads |

Existing Land Use

City of Scottsbluff
Scotts Bluff County, NE

Data Sources:
Land Use: MCS Field Survey, 2021
Parcels: Scotts Bluff County, 2019
Aerial: ESRI Basemap



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Table 1**Existing Land use - Scottsbluff Blight Study Area #16
Scottsbluff, Nebraska**

Land Use Category	Blight Study Area 16	
	Area(Acres)	Percent of Total Area
Office & Professional	0.062	0.3%
Commercial	5.372	26.7%
Retail	3.722	18%
Restaurant	1.573	8%
Service	0.077	0.4%
Public Streets & Alleys	1.687	8%
Parking Lot	1.745	9%
Vacant / Undeveloped Land	11.286	56%

Source: M.C. Schaff & Associates, Inc., Field Survey, February 2021

As indicated in Table 1, the largest land use in this Study Area is that of vacant/undeveloped land. This use comprises a total of over 11.29 acres, or 56% of the Study Area.

The second largest land use in this Study Area is that occupied by commercial uses, including retail, service, and restaurant. This land use comprises a total of 5.37 acres, or 26.7% of the Study Area. Adjacent commercial land uses occur all along the south, west, and north sides of the Study Area with recreational and semi-public uses along the eastern portion.

The third and fourth largest land uses within the Study Area are occupied by public streets and alley right-of-ways and commercial parking. Combined, these comprise over 3.4 acres or 17% of the Study Area. The facilities within the Public Streets & Alleys use category include two paved arterial streets and one gravel/native surface local street. No public alleys are present within this Study Area.

Office & Professional land use occupies 0.062 acres of land or 0.3% of the Study Area.

The Study Area is directly adjacent to one previously blighted study area along its western and southern boundaries.



Examples of Site Conditions within the Study Area



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Examples of Site Conditions within the Study Area



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Examples of Sidewalk, Curb & Gutter, and Street Conditions within the Study Area

Findings and Contributing Factors

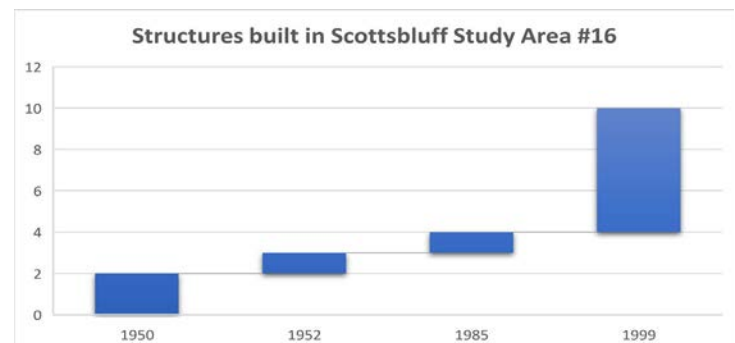
The intent of this study is to determine whether the subject area has experienced structural and site deterioration and whether there are other negative factors that are decreasing the potential to develop. The field survey work was done in February 2021, and strongly supported initial impressions that the area has sufficient presence of blighted and substandard conditions. What follows are the factors evaluated to determine whether there is a reasonable presence of blight and substandard conditions within the designated area. This section reviews the building and structure conditions, infrastructure and land use found in the area based on statutory definitions and observations and explains the identified contributing factors.

As set forth in Nebraska legislation a blighted area means an area which by reason of the presence of:

1. Deteriorated or Deteriorating Structures —Exterior Inspection of Buildings

There were a total of 11 structures evaluated using the Blighted and Substandard criteria as described on pages 6-9 of this report. Only the primary structures were evaluated under the Blighted and Substandard definition. One outbuilding/other structure was present but was not included in the survey. Thus the boundary for the Blighted and Substandard designation includes 10 buildings, with a combined average age of 38.9 years.

The chart below depicts structures' ages; also see **Figure 3** (page 15), and **Table 3 (Appendix B)**. Field surveys concluded that 0% were acceptable, 100% were deteriorating (average), and 0% were dilapidated. **Figure 4** (page 16) summarizes structure condition.



Source: Scotts Bluff County Assessor online database, verified by M.C. Schaff & Associates, Inc., Field Survey, March 2021

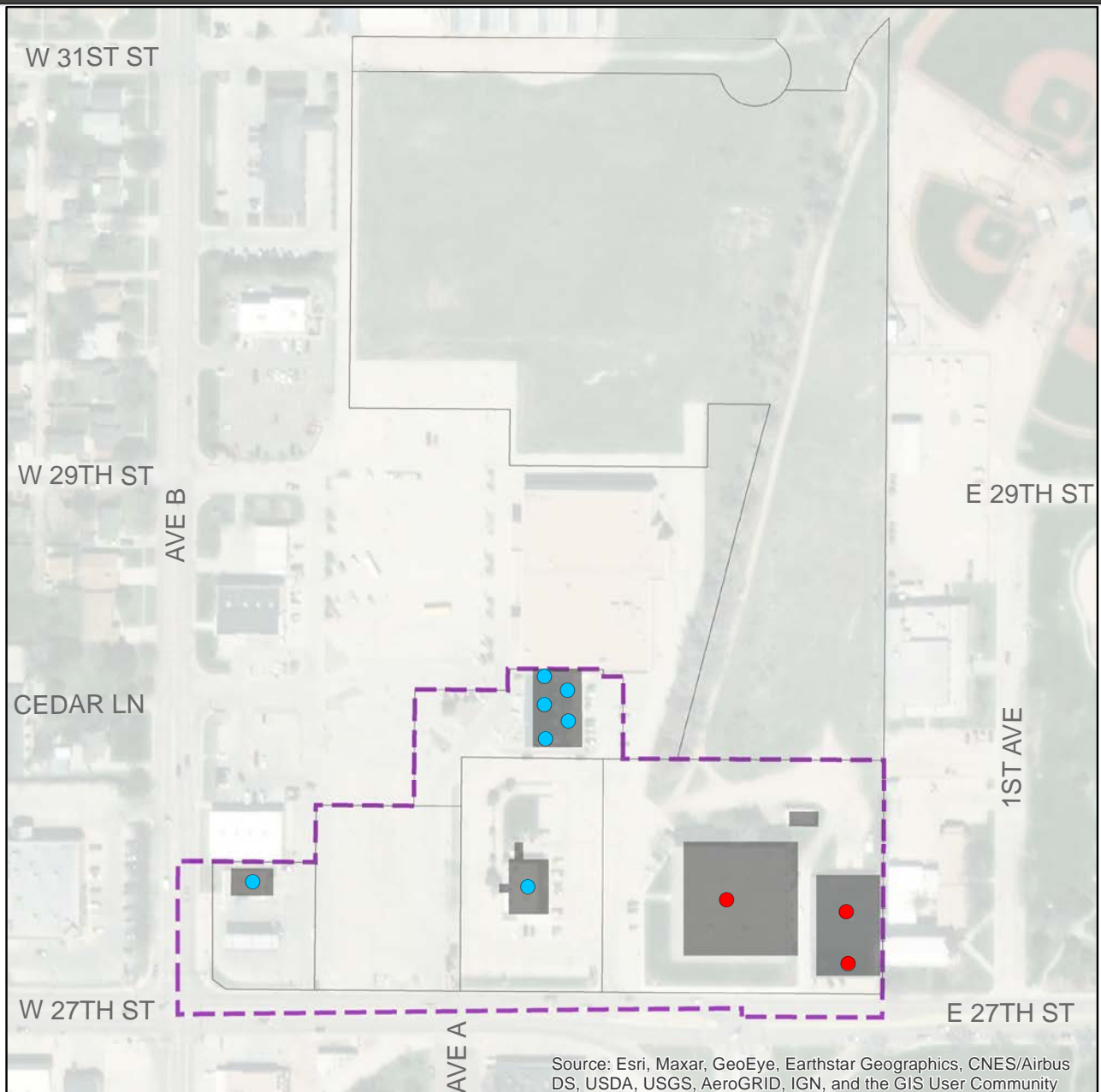


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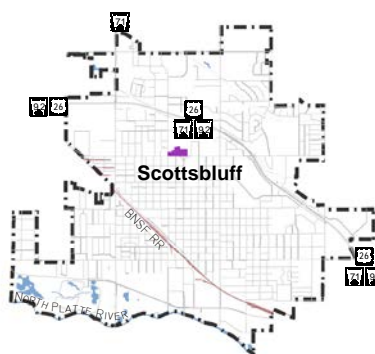
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Study Area Structure Year

- 1910-1981 (3 Structures)
- Built 40 or More Years Ago
- 1982-2021 (7 Structures)
- Built Less Than 40 Years Ago
- Study Area Building
- Study Area
- ▬ Study Area



Structure Age

City of Scottsbluff
Scotts Bluff County, NE

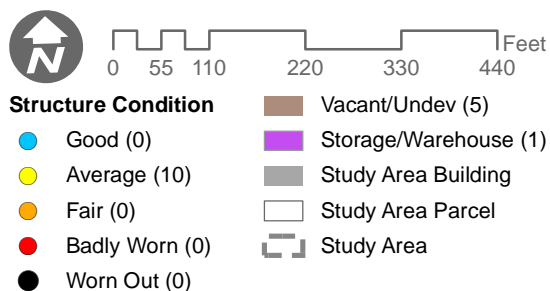
Structure age obtained from
Scotts Bluff County Assessor
online data sheets, Feb. 2021.



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Structure Condition

City of Scottsbluff, NE

Structure condition obtained from Scotts Bluff County Assessor online data sheets, and adjusted following field verification, Feb. 2021.

2. Defective or Inadequate Street Layout—Street Conditions and Accessibility

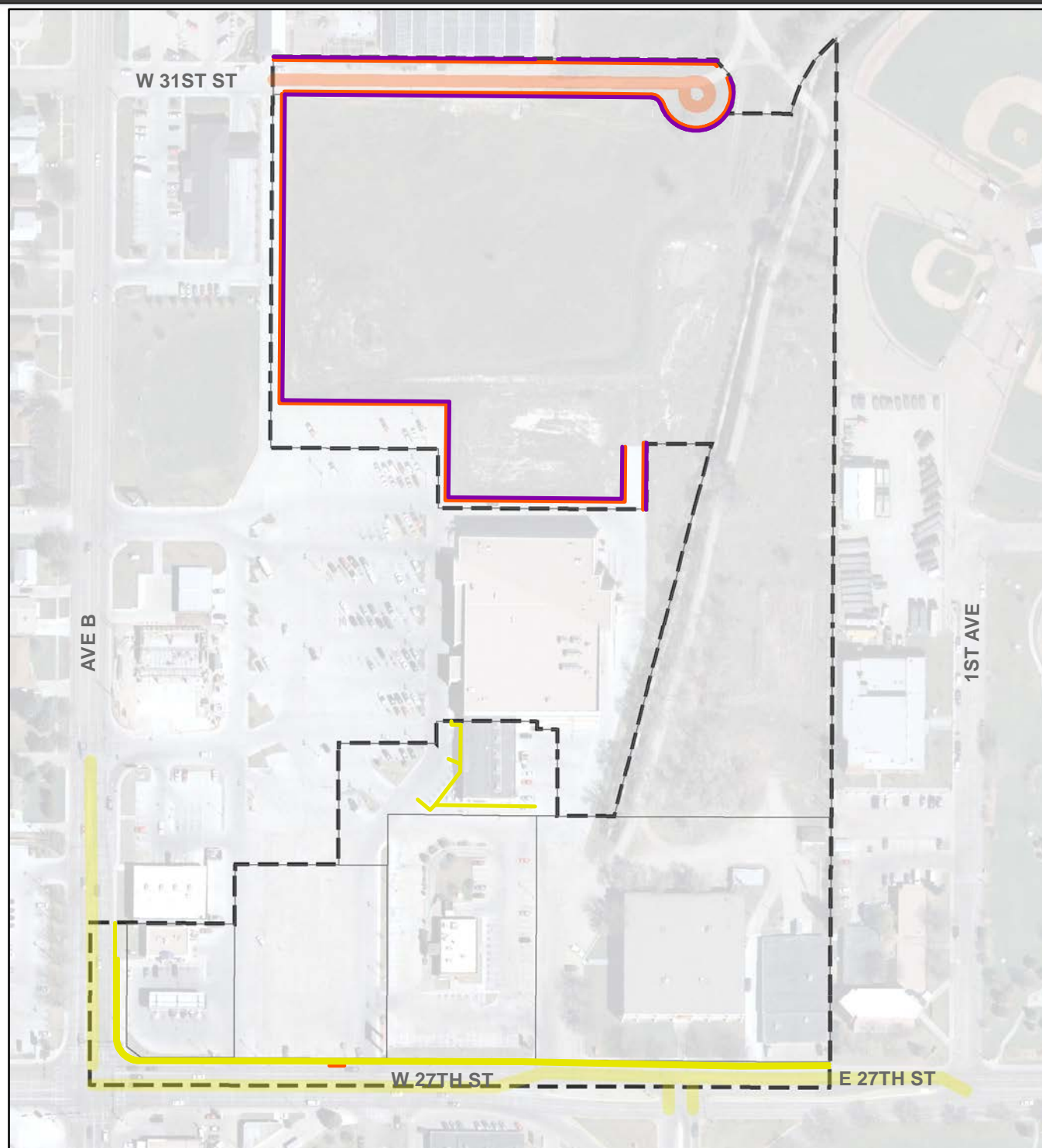
Inadequate infrastructure, street conditions and accessibility as well as inability to safely move traffic through an area is a contributing factor to the blight and substandard conditions. **Figure 5** (page 18) depicts surface conditions. The surface condition of public roads in the Study Area ranges from fair to poor. Some surfaces have been maintained to community standards, while some have not.

West 27th Street is concrete, recently crack-sealed. Avenue B is in need of an overlay. West 31st Street (cul-de-sac) has not been constructed as platted, is unpaved and lacks curb and gutter.

- a. There is no crosswalk at the intersection of Broadway and 27th Street in any direction. Crosswalks are located either two blocks west, at Avenue B, and two blocks east, at 2nd Avenue, along 27th Street.
- b. While redevelopment will add to traffic counts, consideration should be given to enhancing the pedestrian experience with landscaping.
- c. An irrigation/drainage ditch runs through the Study Area, isolating and limiting the use of a long narrow triangular portion of land, with limited access.
- d. There are no interior public streets or alleys within the Study Area.
- e. There are no public sidewalks for a majority of the Study Area, which is undeveloped, while public sidewalks do exist in the southern developed portion of the Study Area.



Examples of Site Conditions within the Study Area



Surface Condition

City of Scottsbluff
Scotts Bluff County, NE

Conditions observed during
MCS field survey, Feb. 2021.

**Sidewalk / Curb /
Gutter Condition**

- Good
 — Fair
 — Poor
 — None

Street Surface

-  Good
-  Deteriorating
-  Dilapidated
-  None



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3. Faulty Lot Layout in Relation to Size, Adequacy, Accessibility, or Usefulness

Broadway terminates at West 27th Street leaving the undeveloped parcel to the north (which makes up 56% of the study area) accessible only via an unimproved West 31st Street as a public access. An open drain/irrigation canal cuts through this undeveloped parcel, hindering its development. There are no public alleys serving the Study Area.



4. Unsanitary or Unsafe Conditions

The open drainage ditch may be considered unsafe.

The Study Area, with its large unused/vacant parking areas along West 27th Street shows signs of multiple reckless driving markings on the pavement, both “cookies” and marks of acceleration exiting the parking lot from the curb area onto the busy commercial arterial as opposed to using one of the accesses. Multiple instances of alcohol bottles, discarded clothing, and additional debris in this area indicate the existence of a perpetual condition.

The intersection of Broadway and W 27th Street lacks crosswalks.



Age of Structure is not a contributing factor to the blighted and substandard conditions pertaining to unsanitary and unsafe conditions in the Study Area with just **under 39%** of the structures over 40 years of age. The statute allows the inclusion of this factor, regardless of structure condition, where there is a predominance of structures 40 years of age or older. See **Appendix B—Table 3** for a summary of structure ages.

5. Deterioration of site or other improvements

Debris

The risk of the spread of fire is amplified across the northern two thirds of the eastern half with its vegetation.

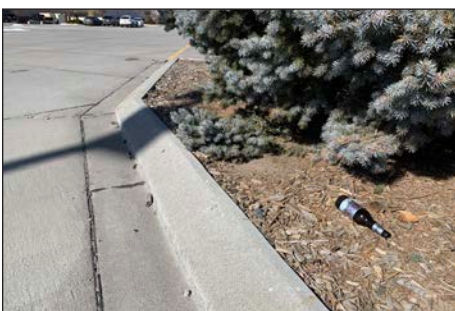
Debris accumulates in ditches, along the canal, and fences. Several significant examples of debris were noted in field observation. This debris included on-site storage and excessive discarded debris accumulating along fencing and seen throughout the Study Area. Numerous (somewhat less severe) additional instances are present, suggesting the problem is growing.



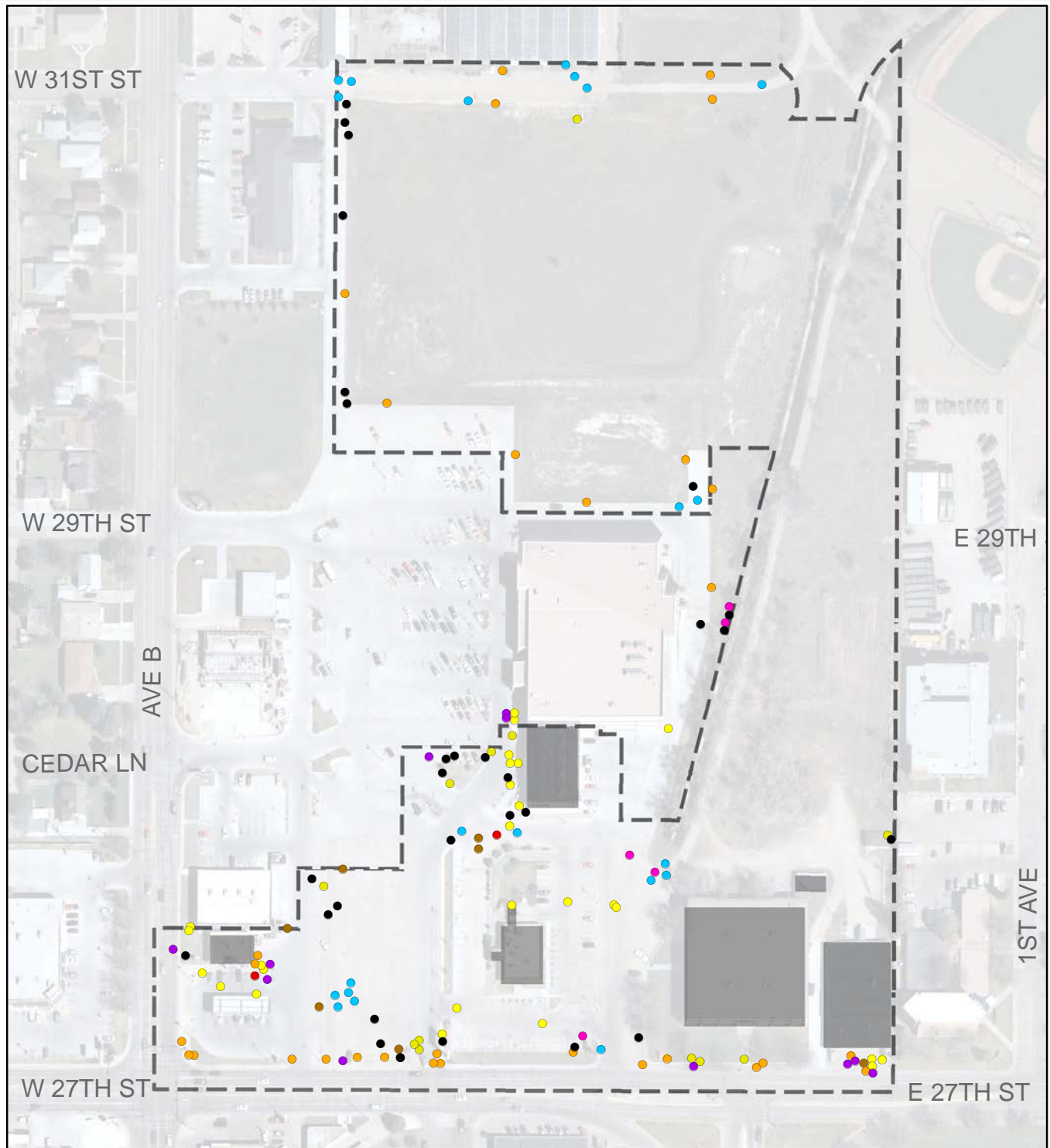
Figure 6, on page 20, displays debris, graffiti, on-site storage, and additional blight/substandard located during field survey.

Dilapidated Structures

Findings of the study show 100% of the structures area deteriorating. There are 38.9% of the structures which are in excess of 40 years in the Study Area—built between 1950 and 1999. Thus, structure age and obsolescence *within the Study Area* **is not** a contributing condition of blight and substandard.



Examples of Site Conditions within the Study Area



Blighted and Substandard Conditions Locations

City of Scottsbluff, NE

Conditions observed during
MCS field survey, Feb. 2021

- | | | |
|--------------------------|------------------|------------------|
| ● Debris and/or Graffiti | ● Sidewalk | ● Parking |
| ● On Site Storage | ● Infrastructure | ● Structure |
| ● Curb & Gutter | ● Drainage | ● Roads/Concrete |



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Structure conditions were examined both using Scotts Bluff County Assessor's online database of building appraisal and confirmed/adjusted through field evaluation. The data and rating system from the Scotts Bluff County Assessor's database was used to evaluate properties in the area, rating structures as either: Excellent, Good, Average, Fair, Badly Worn, and Worn Out. Rating terms are defined as follows:

Excellent: Typically newer construction or property that has been completely upgraded.

Good: Typically no major defects or aging conditions in field analysis.

Average: Typically minor defects showing up, 25% or less of the following—degrading roofing materials, masonry joints in need of tuck-pointing, or small cracks in foundation, broken glass, painted surfaces beginning to peel.

Fair: Similar to Average, conditions are worsening and cover a larger portion of structure.

Badly Worn: Structure is showing many of the conditions mentioned, and extent of aging and deterioration may require demolition to eliminate the conditions.

Worn Out: Aging, deterioration and conditions point toward demolition to eliminate the conditions.

Based on these ratings, it is assumed that Average condition and less would constitute less than desirable conditions due to age and structure status. It is common for older structures to require considerable maintenance and upkeep to maintain good and excellent condition, while an Average structure can show signs of deterioration that can more quickly become a dilapidated structure if not addressed.



6. Diversity of Ownership—6 properties with 4 owners. Not considered a contributing factor.

7. Tax or Special Assessment Delinquency—None identified, therefore, not considered a factor.

8. Defective or Unusual Conditions of Title—None identified, therefore, not considered a factor.

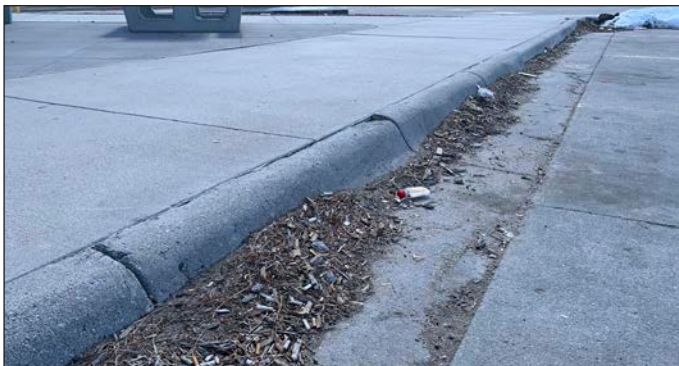
9. Improper Subdivision or Obsolete Platting

The lack of proper platting has caused a hardship with utility extensions, road networks and grading. Broadway ends at West 27th Street. While internal private drives provide access to the Study Area, the only public street access to the undeveloped parcel making up over half of the Study Area is also undeveloped—W 31st Street. There are no public alleys serving the Study Area.

An open irrigation ditch/canal cuts through the Study Area, creating a long narrow triangular portion of the undeveloped parcel with many development challenges pertaining to accessibility and usefulness.

See **Appendix D—Figure 11** for a current zoning map of the area.





10. The existence of conditions which endanger life or property

Figure 6, on page 20, provides an overview of the blighted and substandard conditions located and photographed during field observations.

Poor Sidewalk and Street Conditions

The southern and western borders of the Study Area are serviced with public sidewalks in fair condition. The condition of the street paving shows signs of age with cracks, gaps and missing pieces. Street curb and gutters also show signs of aging with settling, cracks and missing pieces. West 31st has no curb and gutter. There is no crosswalk at the intersection of Broadway and 27th Street in any direction.

Poor Surface Drainage

Storm water drainage problems exist in the central portion of the Study Area in particular. During field analysis, several areas of standing water were noted as poor drainage exists in the vicinity of West 31st Street and in localized areas including private unpaved drives, and commercial parking lots where standing water was seen following a precipitation event.



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On-Site Storage

The Study Area has sites of outdoor storage. These findings point to an impediment for development or upgrades in the neighborhood and should be evaluated for removal.

Structure Age

The predominant ages of the main commercial structures in the area is split between 71 years and 22 years, averaging out to almost **39** years. Age of the structures within the Designated Study Area is provided through the Scotts Bluff County Assessor's Office and field verification. Only those structures built before 1982 qualify for the 40 years and older structures designation in the State of Nebraska laws. The Study Area contains 3 structures built before 1982.

11. Any Combination of Such Factors—The combination of many blight and substandard conditions found within the Study Area could be considered a factor in substantially arresting sound growth in the area, and obsolescence contributes toward an inability of property within the area to compete in the market place.

12. Detrimental to Public Health, Safety, Morals, Welfare in Present Condition

A minimum of at least one of the following factors is required for this condition to be met, and at least one of the factors is confirmed to be present in the Study Area, considering Unimproved Subdivided/Platted Property.

a. Unemployment Rate At Least 100% of State or National Average—was not considered a factor and was not researched as part of this study beyond determining that the unemployment rate in Scotts Bluff County, NE was 4.208% in 2020, while the US had an unemployment average of 8.1%, and Nebraska averaged 4.242% for the year.

b. Average Residential and Commercial Structure Age Over 40 Years—is not a factor at this time. The median age of the **10** primary non-public structures in the area is **38.9** years. Age of the structures within the Study Area #16 is provided through the Scotts Bluff County Assessor's online database and field verification. Only those structures built before 1982 qualify for the 40 years and older structures designation in the State of Nebraska laws. The Study Area contains **10** structures of known age, **(30%)** built before 1982.

c. Subdivided/Platted Property Unimproved for 40 Years—is a factor with **56%** of the Study Area property having been subdivided/platted and within the corporate limits for at least 40 years.

d. Per Capita Income Level—not researched as part of this study.

e. Decreasing Population—is considered a factor. The Study Area does not contain residential properties, and is located in census tracts all of which the census data does not report population from 1990, 2000, and 2010 decennial census. Map **Figures 7-10** provided in **Appendix C** illustrate the 1990, 2000, and 2010 decennial census as well as the projected 2020-2025 population change for census tracts covering and surrounding the Study Area. Based on the data illustrated on the maps, the Study Area displays no increase in population based on the last two decennial census (1990-2010); and a stable population is projected for 2020-2025 according to ESRI demographics data, which is based on the decennial census, Infogroup business data, other public and proprietary data sources, and proprietary models. The projected 2020-2025 model shows a stable to 1.25% decrease in population in the tract containing the Study Area.



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Conclusion of Blighted and Substandard Analysis

Based on this analysis, the Study Area meets the criteria of both blighted and substandard conditions. The area displays the presence of criteria required for a finding of a blighted and substandard condition as defined by the State of Nebraska Legislature.

The primary conditions leading to this conclusion include the following blighted and substandard conditions:

- a. The Study Area has inadequacies in the form of traffic movement capabilities and real property access. One platted street remains undeveloped and without curb and gutter. Numerous off-street paved parking areas exist (conditions range from good to poor). There is no crosswalk at the intersection of Broadway and 27th Street in any direction. There are no alleys within the Study Area. Defective or inadequate street layout thus may be considered a factor contributing to blighted conditions in this Study Area.
- b. Storm water drainage in the Study Area is inadequate and does not drain properly from the property. The Study Area contains an open drain, undeveloped field, and an unpaved/unimproved city street without curb and gutter.
- c. The field survey also included an evaluation of the condition of site improvements including street surface conditions, curbs and gutters, street width adequacy, sidewalks, driveways, and off-street parking facilities, sanitary sewer facilities, and drainage facilities. The deficiencies / deterioration of site improvements include:
 - The Study Area has no internal public streets. The unpaved/unimproved public West 31st Street can experience access limitations during and following periods of heavy precipitation.
 - An irrigation lateral/canal cuts through the east side of the Study Area. This portion of the Study Area is lower in elevation than the surrounding developments without proper drainage. Surface water does not drain away from portions of the paved commercial parking area following precipitation events.
 - Street and curb & gutter paving shows signs of age, as does the paved commercial parking with conditions of cracks, gaps, and missing pieces, as well as settling.



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- While there are sidewalks in the southern developed area, there is no sidewalk system serving more than half of the Study Area. There is a lack of defined crosswalks across 27th Street at its intersection with Broadway—pedestrian safety, in particular children's well-being and health are at risk considering the predominance and close proximity of this intersection to schools, church, parks, residential, and commercial uses in the area.
- d. Over half of the Study Area appears unkept and / or contains substantial amounts of weeds, as well as discarded debris, persistent pavement marking from reckless driving, and broken fencing. This relatively high level of poorly maintained properties within this Study Area represents a considerable blighting factor. The lack of site improvements in well over half of the Study Area also serves to be a limiting factor to future development in the Study Area and thus is an additional factor contributing to blight.
 - e. The Study Area has lot layout faults in relation to size, adequacy, accessibility or usefulness. The field survey, combined with investigations of property ownership and plat maps indicate one lot with faults relative to lot layout, lot size, accessibility, and usefulness within the Study Area. Faulty lot layout in relation to accessibility or usefulness within this Study Area **is** considered a factor contributing to blighted conditions in this Study Area.
 - f. Conditions **exist** which endanger life or property by fire and other causes.
 - g. Conditions **exist** which are detrimental to the public health, safety, morals and welfare in the present condition with the lack of public sidewalks and need for crosswalks. The existence of an inadequate surface drainage system also presents additional threats to health. The lack of sufficient drainage structures allows water to pond and stagnate, creating not only a physical hazard, but also increased potential for multiplying mosquito production, an additional health hazard to area residents. The perpetual presence of reckless driving marks on pavement, as well as discarded alcohol bottles, debris, and clothing, and extremely bent stop sign in the vacant parking area along West 27th Street are evidence of a detrimental condition to public health, safety, morals, and welfare.
 - h. The lack of proper platting has caused a hardship with utility extensions, road networks and grading.
 - i. There are **more than half of the plotted and subdivided property that is unimproved**, within the city for forty years and has remained unimproved during that time.
 - j. There is steady/decreasing and not increasing population over the last two decennial census.

**Blighted conditions not evaluated and/or do not appear to be present**

- a. According to a review of *Nebraska Taxes Online* completed in March 2021, there are no taxes or special assessment delinquency exceeding the fair value of the land. No further evaluation was performed.
- b. Defective or unusual conditions of title were not discovered during Scotts Bluff County online data review performed in March 2021.
- c. The Study Area includes commercial and undeveloped/vacant uses, therefore, per capita income and unemployment of the area were not determined as part of this study as no residential uses are found within.
- d. Diversity of ownership (4 owners of 6 parcels) is not a notable factor.

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Comprehensive Plan / Surrounding Property

According to the City's 2016 Comprehensive Plan, the Study Area is within the **Northwest Commercial District**. The Comprehensive Plan provides the following principles for sustainable development in this area:

Interconnection of Neighborhoods and amenities

- Improve pedestrian and cycling facilities across the highway (US Hwy 26) and throughout the neighborhood. Utilize neighborhood through streets and multi-modal accommodations along 27th Street and Avenue B.
- Safe and efficient motorized transportation along major arterials, encouraging shared driveways and limited access points.
- Safe routes to school with attention to crosswalks on high traffic roads, crossing guards, and drop-off, pick-up traffic flow.

Sustainable development

- Incorporate native species, and natural landscaping into codes commercial development and campus landscape design.
- Natural storm water facilities in uses with high percentage of impervious surfaces.
- Direct higher intensity uses towards arterials, with highest intensities at intersections of arterials and collectors.
- Build successful nodes at major intersections on 27th Street through aesthetics, building design, and encouraging commercial and mixes of uses.



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- Preserve undeveloped land where city utilities could be extended for long term (10-20 year) development needs.
- Encourage new development to be contiguous with existing development with planned linkages between roads and utilities.
- Avoid development in floodplain.
- Restrict uses that may have a negative impact on the City's well field.

Access to culture and recreation

- Connect residential areas to parks through walking and biking trail connectivity and attention to pedestrian accommodations along and across heavily trafficked thoroughfares.
- 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.
- Create positive, safe gathering places for neighbors and youth in parks and outside of restaurants.

Strong neighborhoods and places, rooted in our unique character

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

The development potential of property is determined by the property conditions themselves, and the conditions of surrounding property. This is particularly true for Study Area #16. The Study Area is bordered on the south and west by another blighted and substandard area (the West 27th Street Commercial District).

The Study Area with its large parking areas and hardscape will benefit greatly from implementation of the Comprehensive Plan's sustainable development principles.

The blighted and substandard factors from the adjacent blighted and substandard areas and in particular the findings of the West 27th Street Corridor Blight and Substandard Study, which have not yet been completely addressed, should be incorporated along with this study by this reference.

Adjoining the Study Area with the current adjacent blighted and substandard area is necessary to accomplish the sound redevelopment planning and program of the City. In order to achieve the above principles of sustainable development from the City's 2016 Comprehensive Plan, it is vitally important to adjoin Study Area #16 with the adjacent blighted and substandard area. This will enhance the development potential of not only Study Area #16 but also the current adjacent blighted and substandard areas and will create a continuous, harmonious redevelopment area in the Northwest Commercial District.

Blighted and Substandard Area Declaration

Based on the findings in this report the Study Area may be declared blighted and substandard in keeping with and conforming to the Nebraska Community Development Law. This finding will make this area available for redevelopment activities. The General Redevelopment Plan, when prepared, shall be composed in a manner consistent with the City of Scottsbluff Comprehensive Plan.



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providing **Simply Smart Solutions**

The referenced Study Area, in the city of Scottsbluff, Nebraska, includes the following identified Parcels with their legally described Additions, Blocks and/or Lots, and unplatted lands:

Parcel	Legal Description
10279466	LT 3, WEBBER MANOR THIRD ADD
10279474	BLK 3, WEBBER MANOR 2ND ADD
10334327	LT 1, WEBBER MANOR THIRD ADD
10334343	LT 4, WEBBER MANOR THIRD ADD
10334408	LT 5, WEBBER MANOR THIRD ADD
10336141	PT SE (S OF DITCH) UNPL LANDS 14-22-55 (13.61)

The **primary streets and roads** within the Study Area include:

E—W: West 27th Street, East 27th Street, W 31st Street

N—S: Avenue B, Broadway



MCS
FAMILY OF COMPANIES

Headquarters
818 South Beltline Highway East, Scottsbluff, Nebraska 69361
Phone (308) 635-1926 Fax (308) 635-7807 www.MCSfamilyofcompanies.com

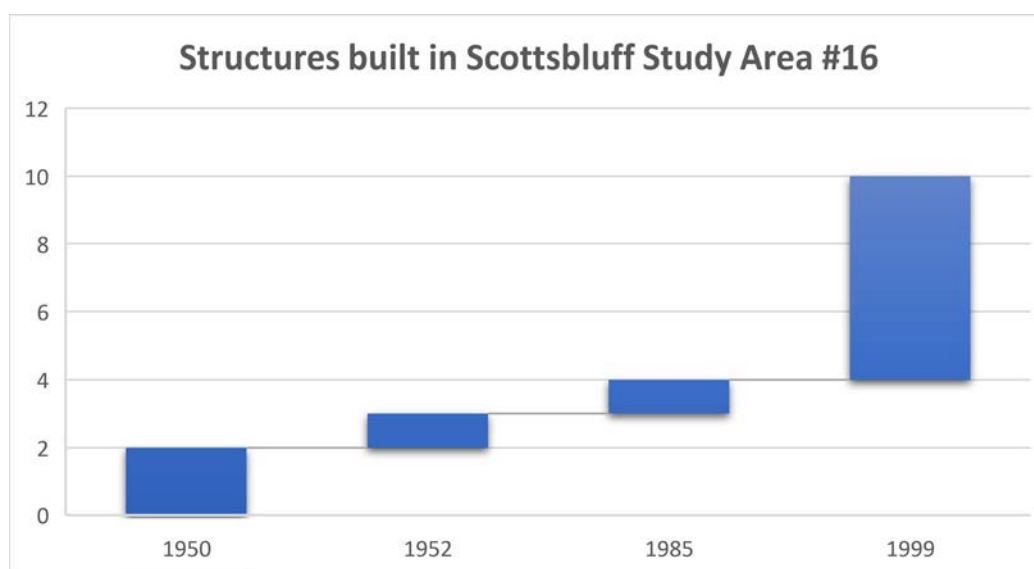
Blight Study | City of Scottsbluff, NE

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Table 3
Structure Effective and Cumulative Ages - Blight Study Area #16
Scottsbluff, Nebraska

Year Built	Effective Age	No of Units	Cumulative Age
1950	72	2	144
1952	70	1	70
1985	37	1	37
1999	23	6	138
Total Cumulative		10	389
Average Age			38.90

Source: Scotts Bluff County Assessor online database
 confirmed by M.C. Schaff & Associates, Inc., Field Survey, February 2021

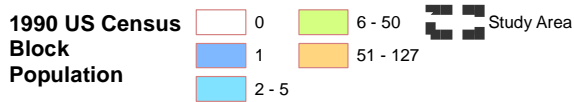
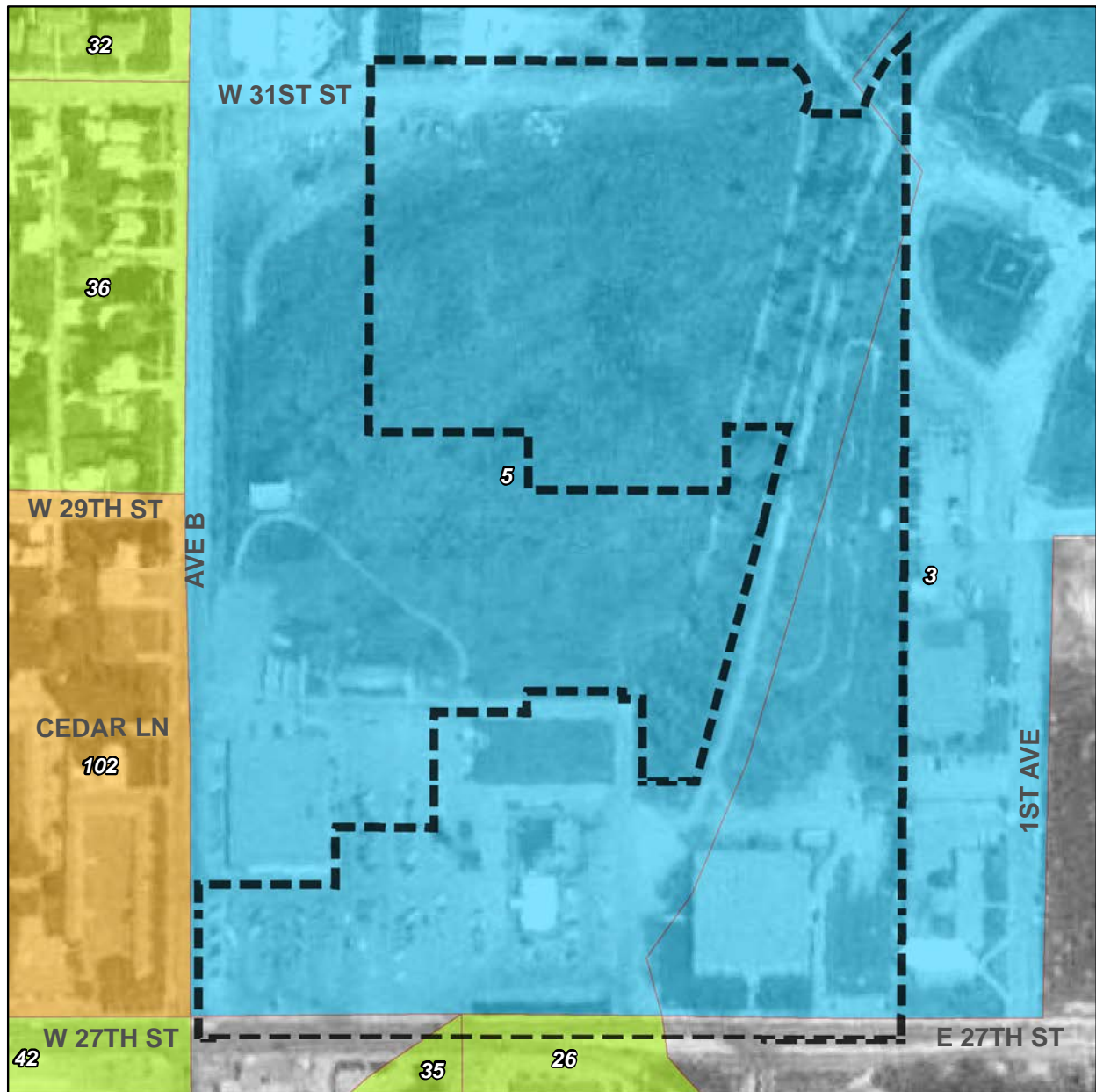


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Blight Study | City of Scottsbluff, NE

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1990 US Census Population

City of Scottsbluff
Scotts Bluff County, NE

Data Sources:

1990 Census shapefile and population data:
Minnesota Population Center. National Historical Geographic Information System: Version 11.0 [Database]. Minneapolis:
University of Minnesota. 2016. <http://doi.org/10.18128/D050.V11.0>. <https://data2.nhgis.org>

Imagery: NAIP, 1993 <ftp://dnrftp.dnr.ne.gov/pub/data/CoqArea/1993SPCOQQs/41103/>



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Blight Study | City of Scottsbluff, NE

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**1990-2000
Population Change**

Great Increase (More than 1.5%)

Moderate Increase (0.75% to 1.5%)

Slight Increase (0% to 0.75%)

Slight Decrease (-0.25% to 0%)

Moderate Decrease (-1.5% to -0.25%)

Great Decrease (Less than -1.5%)

Study Area

**1990-2010 US Census
Population Change**

City of Scottsbluff
Scotts Bluff County, NE

Data Sources:

Population: 2000 US Census Block Groups. This layer shows past population change from 1990 to 2000 in the U.S., by block group. The data shown is from the U.S. Census Bureau's SF1 and TIGER data sets for 2010. Population block group level data sourced from ESRI ArcGIS Online.

Aerial: FSA, USGS Digital Orthophoto Quarter-Quadrangles, 1999



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Headquarters

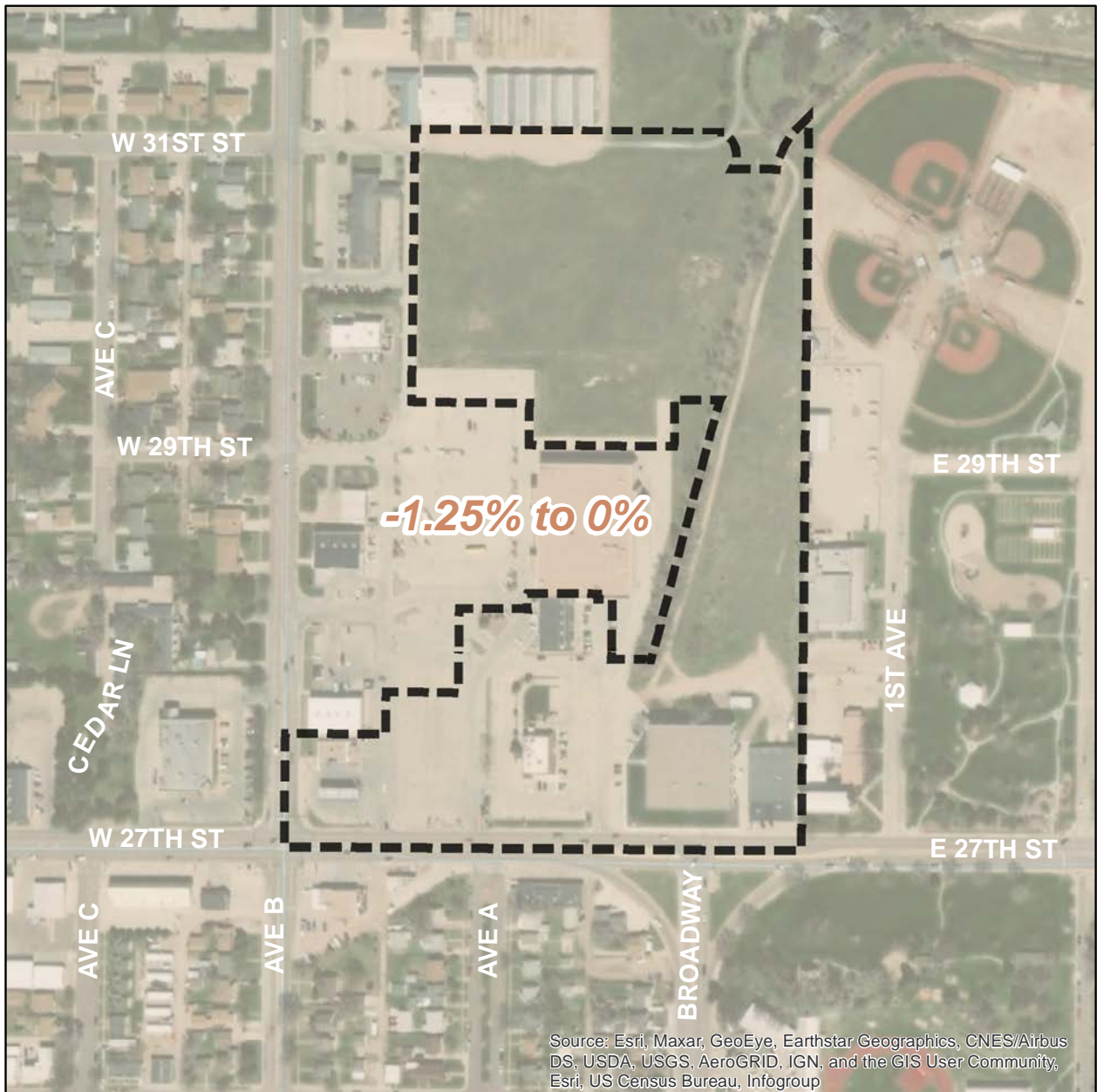
818 South Beltline Highway East, Scottsbluff, Nebraska 69361

Phone (308) 635-1926 Fax (308) 635-7807 www.MCSfamilyofcompanies.com

Blight Study | City of Scottsbluff, NE

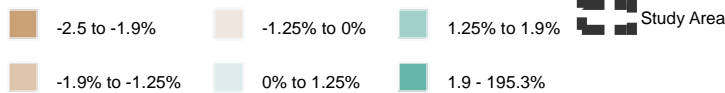
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Estimated 2015-2020 USA Population Growth

Estimated 2020-2025 USA Pop Growth



City of Scottsbluff
Scotts Bluff County, NE

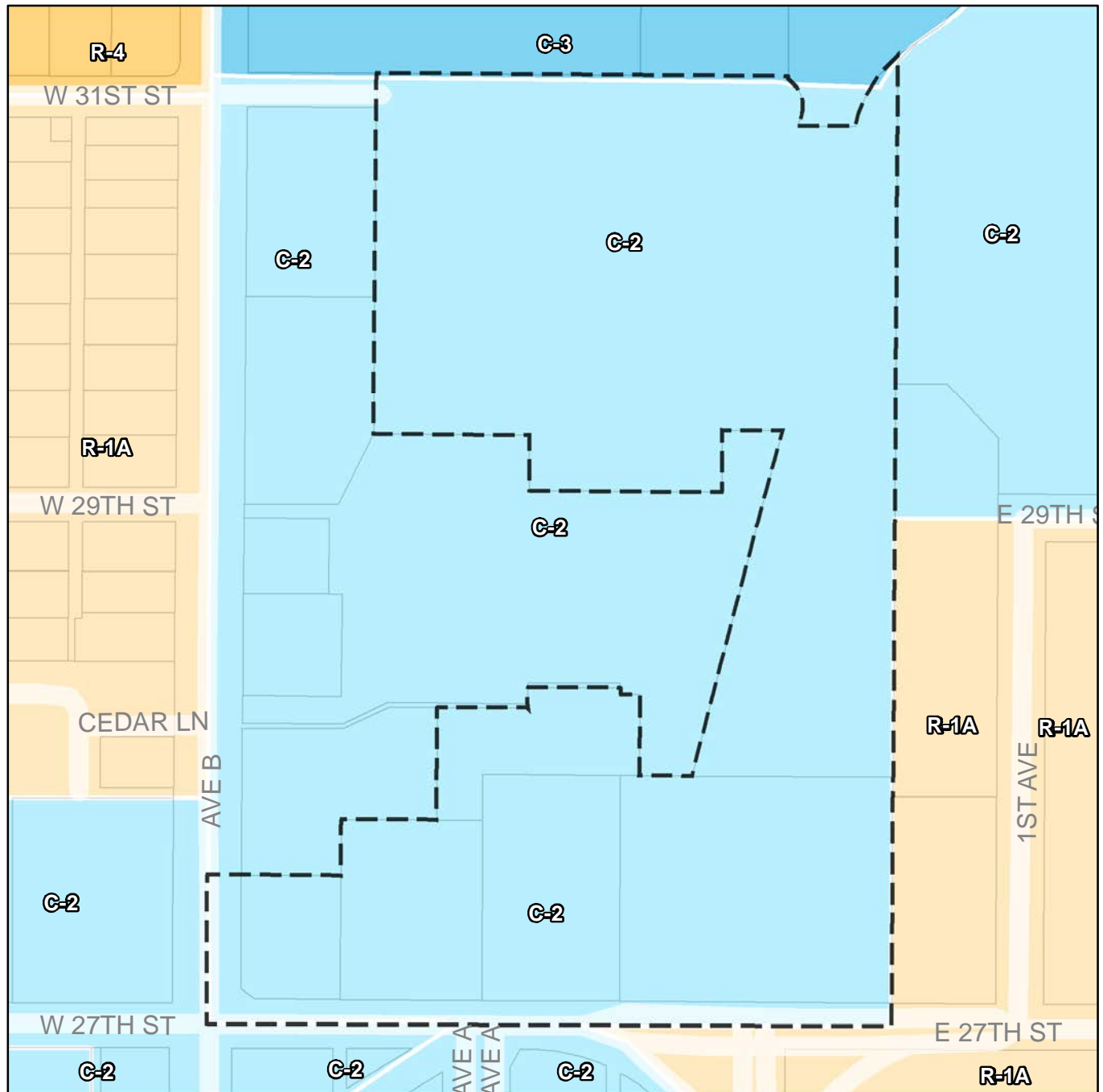
Data Sources:
Esri's Updated Demographics, Census Data, Tapestry Segmentation, and Business Summary data for the United States.
Server: https://demographics5.arcgis.com/arcgis/rest/services/Name: USA_Demographics_and_Boundaries_2020.
Imagery: Esri, Maxar Vivid, April 28, 2018



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Blight Study | City of Scottsbluff, NE

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- Neighborhood Commercial (C-2)
- Heavy Commercial (C-3)
- Single Family Residential (R-1A)
- Heavy Density Multiple Family (R-4)

- Study Area
- Corporate Limits

Existing Zoning

City of Scottsbluff
Scotts Bluff County, NE

Data Sources:
Zoning: City, 2020
Parcels: Scotts Bluff County, 2017



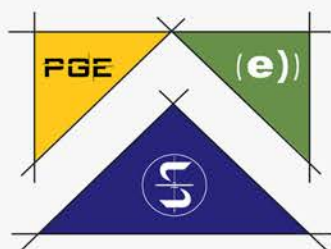
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Blight Study | City of Scottsbluff, NE

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PROVIDING SIMPLY SMART SOLUTIONS



MCS
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Engineering Firm | Environmental Consulting Group

www.MCSfamilyofcompanies.com

Headquarters

818 South Beltline Highway East, Scottsbluff, Nebraska 69361
Phone (308) 635-1926 Fax (308) 635-7807

2116 Pioneer Avenue, Cheyenne, Wyoming 82001
Phone (307) 635-2828 Fax (307) 635-9902

City of Scottsbluff, Nebraska

Monday, June 7, 2021

Regular Meeting

Item Consent5

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

Staff Contact: Kim Wright, City Clerk

City of Scottsbluff
CITIZEN INCIDENT REPORT

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

Date: 5-18-21

Date and location of Incident: 5-18-21, AVE I IN FRONT OF O'REILLY'S

Claimant Name: RON KALINOWSKI Phone: 308-436-2002

Address: 210034 WILDCAT City: GERING State and Zip: NE 69341

City Department Contact: KIM WRIGHT

Narrative of what happened: WHILE DRIVING SOUTH PAST O'REILLY'S
ON AVE I, I SAW A MOWER (LOOKED A BIG ZTR TYPE)
MOWING NEXT TO THE CURB. I HEARD A LOUD
THUNK, LOOKED BACK AND NOTICED THE RIGHT THIRD OF
MY REAR WINDOW WAS SHATTERED. I RETURNED 15 (CONT.)

Estimated amount of damages \$ 1,093.24 (attach estimates) ✓

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

Witnesses: DON GOBEL Contact Information: 308-765-1720
MIKE RAMIREZ, O'REILLY'S AUTO PARTS

Citizen insurance information: _____

Reported by (city staff): _____

Received Date: _____

Signature of Claimant(s): Ron Kalinowski

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

* MINUTES LATER BUT THE MOWER WAS GONE. A MAN THERE
TOLD ME THAT THE CITY HAD BEEN MOWING ALONG THE
STREET.

(OVER)

- MIKE RAMIREZ SAID HE SAW THE CITY MOWING AND SPRAYING.
- RICK DEEDS CONFIRMED HE HAD SOMEONE MOWING THERE THIS MORNING.
- PHOTOS NEAR UTILITY POLE SHOW FRESH CUT GRASS AND SCALP MARKS ON THE ROCKS.

City of Scottsbluff, Nebraska

Monday, June 7, 2021

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 5/18/2021 - 6/7/2021

Description (Payable)	Account Name	Amount
Vendor: 10123 - 26 GROUP, LLC		
Fund: 321 - TIF PROJECTS		
TIF - 26 GROUP FUEL ST. REDEV...	DEBT SVC (INT) - TIF	21,383.79
Fund 321 - TIF PROJECTS Total:		21,383.79
Vendor 10123 - 26 GROUP, LLC Total:		21,383.79
Vendor: 00743 - 3M COMPANY		
Fund: 212 - TRANSPORTATION		
PAVEMENT MARKING ADHESIVE	STREET REPAIR SUPPLIES	537.67
PAVEMENT MARKING TAPE - ST...	STREET REPAIR SUPPLIES	1,976.05
Fund 212 - TRANSPORTATION Total:		2,513.72
Vendor 00743 - 3M COMPANY Total:		2,513.72
Vendor: 00393 - ACTION COMMUNICATIONS INC.		
Fund: 621 - ENVIRONMENTAL SERVICES		
INTERNET 6/1/21 - 6/30/21	PHONE & INTERNET	55.00
Fund 621 - ENVIRONMENTAL SERVICES Total:		55.00
Fund: 631 - WASTEWATER		
INTERNET 6/1/21 - 6/30/21	PHONE & INTERNET	55.00
Fund 631 - WASTEWATER Total:		55.00
Vendor 00393 - ACTION COMMUNICATIONS INC. Total:		110.00
Vendor: 02583 - ADVANCE AUTO PARTS		
Fund: 725 - CENTRAL GARAGE		
WATER #42- OIL FILTER	EQUIPMENT MAINTENANCE	3.36
PARKS #309- OIL AND AIR FILTE...	EQUIPMENT MAINTENANCE	12.58
POLICE #7- OIL FILTER	EQUIPMENT MAINTENANCE	2.10
POLICE #6- OIL FILTER	EQUIPMENT MAINTENANCE	3.14
POLICE #2- BATTERY	EQUIPMENT MAINTENANCE	150.74
POLICE #4- OIL FILTER	EQUIPMENT MAINTENANCE	2.10
ES #801- OIL FILTER	EQUIPMENT MAINTENANCE	3.14
POLICE #15- OIL AND AIR FILTE...	EQUIPMENT MAINTENANCE	9.01
Fund 725 - CENTRAL GARAGE Total:		186.17
Vendor 02583 - ADVANCE AUTO PARTS Total:		186.17
Vendor: 07593 - AIRPORT DEVELOPMENT,LLC		
Fund: 321 - TIF PROJECTS		
TIF - AIRPORT REDEV 4/30/21	DEBT SVC(PRINC) - TIF	11,295.38
TIF - AIRPORT REDEV 4/30/21	DEBT SVC (INT) - TIF	5,433.26
Fund 321 - TIF PROJECTS Total:		16,728.64
Vendor 07593 - AIRPORT DEVELOPMENT,LLC Total:		16,728.64
Vendor: 05887 - ALLO COMMUNICATIONS,LLC		
Fund: 111 - GENERAL		
LOCAL TELEPHONE CHARGES	PHONE & INTERNET	241.73
LOCAL TELEPHONE CHARGES	PHONE & INTERNET	71.89
LOCAL TELEPHONE CHARGES	PHONE & INTERNET	35.27
LOCAL TELEPHONE CHARGES	PHONE & INTERNET	38.27
LOCAL TELEPHONE CHARGES	PHONE & INTERNET	160.00
LOCAL TELEPHONE CHARGES	PHONE & INTERNET	143.76
LOCAL TELEPHONE CHARGES	PHONE & INTERNET	331.19
LOCAL TELEPHONE CHARGES	PHONE & INTERNET	1,215.52
LOCAL TELEPHONE CHARGES	PHONE & INTERNET	429.02
LOCAL TELEPHONE CHARGES	PHONE & INTERNET	236.33

Expense Approval Report

Post Dates: 5/18/2021 - 6/7/2021

Description (Payable)	Account Name	Amount
LOCAL TELEPHONE CHARGES	PHONE & INTERNET	10.70
Fund 111 - GENERAL Total:		2,913.68
Fund: 212 - TRANSPORTATION		
LOCAL TELEPHONE CHARGES	PHONE & INTERNET	423.71
Fund 212 - TRANSPORTATION Total:		423.71
Fund: 213 - CEMETERY		
LOCAL TELEPHONE CHARGES	PHONE & INTERNET	71.89
Fund 213 - CEMETERY Total:		71.89
Fund: 224 - ECONOMIC DEVELOPMENT		
LOCAL TELEPHONE CHARGES	PHONE & INTERNET	70.39
Fund 224 - ECONOMIC DEVELOPMENT Total:		70.39
Fund: 621 - ENVIRONMENTAL SERVICES		
LOCAL TELEPHONE CHARGES	PHONE & INTERNET	168.29
Fund 621 - ENVIRONMENTAL SERVICES Total:		168.29
Fund: 631 - WASTEWATER		
LOCAL TELEPHONE CHARGES	PHONE & INTERNET	157.12
Fund 631 - WASTEWATER Total:		157.12
Fund: 641 - WATER		
LOCAL TELEPHONE CHARGES	PHONE & INTERNET	183.77
Fund 641 - WATER Total:		183.77
Fund: 661 - STORMWATER		
LOCAL TELEPHONE CHARGES	PHONE & INTERNET	35.14
Fund 661 - STORMWATER Total:		35.14
Fund: 721 - GIS SERVICES		
LOCAL TELEPHONE CHARGES	PHONE & INTERNET	35.27
Fund 721 - GIS SERVICES Total:		35.27
Fund: 725 - CENTRAL GARAGE		
LOCAL TELEPHONE CHARGES	PHONE & INTERNET	35.00
Fund 725 - CENTRAL GARAGE Total:		35.00
Vendor 05887 - ALLO COMMUNICATIONS,LLC Total:		4,094.26
Vendor: 03711 - AMAZON.COM HEADQUARTERS		
Fund: 111 - GENERAL		
DEPT SUPP PARK	DEPARTMENT SUPPLIES	23.94
FUJITSU SCANSNAP - PAYROLL ...	DEPARTMENT SUPPLIES	349.99
Misc.	DEPARTMENT SUPPLIES	145.90
Misc.	COLLECTIONS	78.81
Misc.	PROGRAMMING	1,096.35
Fund 111 - GENERAL Total:		1,694.99
Vendor 03711 - AMAZON.COM HEADQUARTERS Total:		1,694.99
Vendor: 02118 - ANITA'S GREENSCAPING INC		
Fund: 111 - GENERAL		
Cont. Svcs.	CONTRACTUAL SERVICES	265.00
Fund 111 - GENERAL Total:		265.00
Vendor 02118 - ANITA'S GREENSCAPING INC Total:		265.00
Vendor: 10077 - ASCHENBRENNER ERIN		
Fund: 111 - GENERAL		
TUITION REIMBURSEMENT	TUITION SUPPORT	600.00
Fund 111 - GENERAL Total:		600.00
Vendor 10077 - ASCHENBRENNER ERIN Total:		600.00
Vendor: 05044 - ASSOCIATED SUPPLY CO, INC		
Fund: 111 - GENERAL		
EQUIP MAINT REC	EQUIPMENT MAINTENANCE	3,397.41
Fund 111 - GENERAL Total:		3,397.41
Vendor 05044 - ASSOCIATED SUPPLY CO, INC Total:		3,397.41

Expense Approval Report

Post Dates: 5/18/2021 - 6/7/2021

Description (Payable)	Account Name	Amount
Vendor: 04575 - AUTOZONE STORES, INC		
Fund: 212 - TRANSPORTATION		
SUPP - CARB CLEANER	DEPARTMENT SUPPLIES	30.16
Fund 212 - TRANSPORTATION Total:		30.16
Vendor 04575 - AUTOZONE STORES, INC Total:		30.16
Vendor: 00295 - B & H INVESTMENTS, INC		
Fund: 111 - GENERAL		
Dep. Sup. -LIBRARY	DEPARTMENT SUPPLIES	35.00
BLDG MAINT-PD	BUILDING MAINTENANCE	17.50
BLDG MAINT-PD	BUILDING MAINTENANCE	17.50
Dep. Sup. -LIBRARY	DEPARTMENT SUPPLIES	35.00
BLDG MAINT-PD	BUILDING MAINTENANCE	7.00
BLDG MAINT-PD	BUILDING MAINTENANCE	7.00
Fund 111 - GENERAL Total:		119.00
Fund: 212 - TRANSPORTATION		
SUPP - WATER	DEPARTMENT SUPPLIES	18.50
SUPP -WATER	DEPARTMENT SUPPLIES	33.50
Fund 212 - TRANSPORTATION Total:		52.00
Fund: 621 - ENVIRONMENTAL SERVICES		
WATER DELIVERY X 3 BOTTLES ...	DEPARTMENT SUPPLIES	48.00
SALT DELIVER X 2, WATER DELI...	DEPARTMENT SUPPLIES	32.00
Fund 621 - ENVIRONMENTAL SERVICES Total:		80.00
Vendor 00295 - B & H INVESTMENTS, INC Total:		251.00
Vendor: 00241 - BAKER & ASSOCIATES INC		
Fund: 111 - GENERAL		
23 CLUB IMPROVEMENTS	STRUCTURES	5,236.50
Fund 111 - GENERAL Total:		5,236.50
Vendor 00241 - BAKER & ASSOCIATES INC Total:		5,236.50
Vendor: 09716 - BLACK HILLS GAS DISTRIBUTION LLC		
Fund: 111 - GENERAL		
Monthly Energy Bill	HEATING FUEL	132.64
Monthly Energy Bill	HEATING FUEL	76.64
Monthly Energy Bill	HEATING FUEL	34.11
Monthly Energy Bill	HEATING FUEL	76.64
Monthly Energy Bill	HEATING FUEL	96.81
Monthly Energy Bill	HEATING FUEL	332.40
Monthly Energy Bill	HEATING FUEL	79.43
Monthly Energy Bill	HEATING FUEL	36.04
Fund 111 - GENERAL Total:		864.71
Fund: 212 - TRANSPORTATION		
Monthly Energy Bill	HEATING FUEL	385.41
Fund 212 - TRANSPORTATION Total:		385.41
Fund: 621 - ENVIRONMENTAL SERVICES		
Monthly Energy Bill	HEATING FUEL	144.77
Fund 621 - ENVIRONMENTAL SERVICES Total:		144.77
Fund: 641 - WATER		
Monthly Energy Bill	HEATING FUEL	125.82
Fund 641 - WATER Total:		125.82
Fund: 725 - CENTRAL GARAGE		
Monthly Energy Bill	HEATING FUEL	95.60
Fund 725 - CENTRAL GARAGE Total:		95.60
Vendor 09716 - BLACK HILLS GAS DISTRIBUTION LLC Total:		1,616.31
Vendor: 00405 - BLUFFS FACILITY SOLUTIONS		
Fund: 111 - GENERAL		
JANIT SUPPL-PD	JANITORIAL SUPPLIES	21.99
JANIT SUPPL-PD	JANITORIAL SUPPLIES	21.99

Expense Approval Report

Post Dates: 5/18/2021 - 6/7/2021

Description (Payable)	Account Name	Amount
DEPT SUPP REC	DEPARTMENT SUPPLIES	597.51
DEPT SUPP REC	DEPARTMENT SUPPLIES	254.36
BLDG MAINT REC	BUILDING MAINTENANCE	57.33
DEPT SUPPL-PD	DEPARTMENT SUPPLIES	148.54
DEPT SUPPL-PD	DEPARTMENT SUPPLIES	148.54
Jan. Sup.	JANITORIAL SUPPLIES	61.99
LARGE AND X-LARGE NITRILE G...	DEPARTMENT SUPPLIES	330.00
DEPT SUPP PARK	DEPARTMENT SUPPLIES	101.98
BLDG MAINT REC	BUILDING MAINTENANCE	265.53
JANITORIAL SUPP PARK	JANITORIAL SUPPLIES	140.32
JANITORIAL SUPP PARK	JANITORIAL SUPPLIES	63.14
Fund 111 - GENERAL Total:		2,213.22

Fund: 621 - ENVIRONMENTAL SERVICES

BREAKROOM SUPPLIES	DEPARTMENT SUPPLIES	14.00
BREAK ROOM & CLEANING SUP...	DEPARTMENT SUPPLIES	93.98

Fund 621 - ENVIRONMENTAL SERVICES Total: 107.98

Vendor 00405 - BLUFFS FACILITY SOLUTIONS Total: 2,321.20

Vendor: 00735 - CAPITAL BUSINESS SYSTEMS INC.

Fund: 111 - GENERAL

CONTRACTUAL-PD	CONTRACTUAL SERVICES	59.00
Fund 111 - GENERAL Total:		59.00

Fund: 212 - TRANSPORTATION

COPIER CHARGES	CONTRACTUAL SERVICES	9.12
OVERAGE CHARGE FOR COPIER	CONTRACTUAL SERVICES	27.82

Fund 212 - TRANSPORTATION Total: 36.94

Fund: 621 - ENVIRONMENTAL SERVICES

COPIER CHARGES	CONTRACTUAL SERVICES	9.12
OVERAGE CHARGE FOR COPIER	CONTRACTUAL SERVICES	27.82

Fund 621 - ENVIRONMENTAL SERVICES Total: 36.94

Fund: 725 - CENTRAL GARAGE

COPIER CHARGES	CONTRACTUAL SERVICES	4.56
OVERAGE CHARGE FOR COPIER	CONTRACTUAL SERVICES	13.90

Fund 725 - CENTRAL GARAGE Total: 18.46

Vendor 00735 - CAPITAL BUSINESS SYSTEMS INC. Total: 151.34

Vendor: 07911 - CELLCO PARTNERSHIP

Fund: 111 - GENERAL

MAY CELLULAR PHONE	CELLULAR PHONE	318.17
CELL PHONES-PD	PHONE & INTERNET	1,259.66

Fund 111 - GENERAL Total: 1,577.83

Vendor 07911 - CELLCO PARTNERSHIP Total: 1,577.83

Vendor: 10245 - CEM SALES & SERVICE

Fund: 111 - GENERAL

EQUIP MAINT REC	EQUIPMENT MAINTENANCE	3,694.23
-----------------	-----------------------	----------

Fund 111 - GENERAL Total: 3,694.23

Vendor 10245 - CEM SALES & SERVICE Total: 3,694.23

Vendor: 08610 - CENTURION HOLDINGS LLC

Fund: 111 - GENERAL

Cont. Svcs.	CONTRACTUAL SERVICES	255.00
-------------	----------------------	--------

Fund 111 - GENERAL Total: 255.00

Vendor 08610 - CENTURION HOLDINGS LLC Total: 255.00

Vendor: 02396 - CITIBANK N.A.

Fund: 111 - GENERAL

DEPT SUPPLIES	DEPARTMENT SUPPLIES	59.97
DEPT SUPPLIES	DEPARTMENT SUPPLIES	19.99
DEPT SUPP PARK	DEPARTMENT SUPPLIES	51.99
DEPT SUPP PARK	DEPARTMENT SUPPLIES	28.79

Expense Approval Report

Post Dates: 5/18/2021 - 6/7/2021

Description (Payable)	Account Name	Amount
DEPT SUPP PARK	DEPARTMENT SUPPLIES	43.47
DEPT SUPPL-PD	DEPARTMENT SUPPLIES	155.17
EQUIP MAINT-PD	EQUIPMENT MAINTENANCE	10.99
DEPT SUPP PARK	DEPARTMENT SUPPLIES	94.93
Fund 111 - GENERAL Total:		465.30
Fund: 213 - CEMETERY		
DEPT SUPP CEM	DEPARTMENT SUPPLIES	15.09
Fund 213 - CEMETERY Total:		15.09
Fund: 631 - WASTEWATER		
DEPT SUP	DEPARTMENT SUPPLIES	173.98
DEPT SUP	DEPARTMENT SUPPLIES	81.99
DEPT SUP	DEPARTMENT SUPPLIES	88.25
Fund 631 - WASTEWATER Total:		344.22
Fund: 641 - WATER		
DEPT SUP	DEPARTMENT SUPPLIES	88.25
Fund 641 - WATER Total:		88.25
Vendor 02396 - CITIBANK N.A. Total:		912.86
Vendor: 05859 - CITIBANK, N.A.		
Fund: 111 - GENERAL		
GRINDER AND GRINDING WHEE...	DEPARTMENT SUPPLIES	142.38
Fund 111 - GENERAL Total:		142.38
Fund: 213 - CEMETERY		
DEPT SUPP CEM	DEPARTMENT SUPPLIES	270.52
DEPT SUPP CEM	DEPARTMENT SUPPLIES	34.90
Fund 213 - CEMETERY Total:		305.42
Vendor 05859 - CITIBANK, N.A. Total:		447.80
Vendor: 03010 - COLONIAL LIFE & ACCIDENT INSURANCE COMPANY		
Fund: 713 - CASH & INVESTMENT POOL		
INSURANCE	LIFE INS EE PAYABLE	22.75
Fund 713 - CASH & INVESTMENT POOL Total:		22.75
Vendor 03010 - COLONIAL LIFE & ACCIDENT INSURANCE COMPANY Total:		22.75
Vendor: 02995 - CONSOLIDATED MANAGEMENT COMPANY		
Fund: 111 - GENERAL		
SCHOOLS & CONF-PD	SCHOOL & CONFERENCE	63.51
SCHOOLS & CONF-PD	SCHOOL & CONFERENCE	88.62
SCHOOLS & CONF-PD	SCHOOL & CONFERENCE	97.36
SCHOOLS & CONF-PD	SCHOOL & CONFERENCE	20.56
SCHOOLS & CONF-PD	SCHOOL & CONFERENCE	97.36
SCHOOLS & CONF-PD	SCHOOL & CONFERENCE	12.68
Fund 111 - GENERAL Total:		380.09
Vendor 02995 - CONSOLIDATED MANAGEMENT COMPANY Total:		380.09
Vendor: 00267 - CONTRACTORS MATERIALS INC.		
Fund: 111 - GENERAL		
DEPT SUPP PARK	DEPARTMENT SUPPLIES	27.93
DEPT SUPP PARK	DEPARTMENT SUPPLIES	70.56
Fund 111 - GENERAL Total:		98.49
Fund: 212 - TRANSPORTATION		
SUPP - PENNANT FLAGGING	DEPARTMENT SUPPLIES	12.25
SUPP - 2 ROPE SLINGS	DEPARTMENT SUPPLIES	115.64
SUPP - BATTERIES	DEPARTMENT SUPPLIES	88.20
Fund 212 - TRANSPORTATION Total:		216.09
Vendor 00267 - CONTRACTORS MATERIALS INC. Total:		314.58
Vendor: 00406 - CRESCENT ELECT. SUPPLY COMP INC		
Fund: 212 - TRANSPORTATION		
ELECT. SUPP - POLE PHOT CTRL	DEPARTMENT SUPPLIES	14.05

Expense Approval Report

Post Dates: 5/18/2021 - 6/7/2021

Description (Payable)	Account Name	Amount
SUPP - FLUOR GELAMPS	DEPARTMENT SUPPLIES	118.65
FLUOR GELAMPS	DEPARTMENT SUPPLIES	95.55
SUPP - POLE PHOTO CTRL	DEPARTMENT SUPPLIES	70.29
Fund 212 - TRANSPORTATION Total:		298.54
Vendor 00406 - CRESCENT ELECT. SUPPLY COMP INC Total:		298.54
Vendor: 09767 - CROELL INC		
Fund: 641 - WATER		
DEPT SUP	DEPARTMENT SUPPLIES	176.55
Fund 641 - WATER Total:		176.55
Vendor 09767 - CROELL INC Total:		176.55
Vendor: 07689 - CYNTHIA GREEN		
Fund: 111 - GENERAL		
Dep. Sup.	DEPARTMENT SUPPLIES	12.66
DEPT SUPP HR	DEPARTMENT SUPPLIES	84.99
DEPT SUPP ADM/DS	DEPARTMENT SUPPLIES	3.27
DEPT SUPP ADM/DS	DEPARTMENT SUPPLIES	126.99
Fund 111 - GENERAL Total:		227.91
Vendor 07689 - CYNTHIA GREEN Total:		227.91
Vendor: 03321 - DALE'S TIRE & RETREADING, INC.		
Fund: 111 - GENERAL		
VEH MAINT PARK	VEHICLE MAINTENANCE	63.00
Fund 111 - GENERAL Total:		63.00
Fund: 621 - ENVIRONMENTAL SERVICES		
TIRE REPAIRS FOR FLEET	VEHICLE MAINTENANCE	1,228.56
TIRE REPAIRS FOR FLEET	VEHICLE MAINTENANCE	2,384.52
TIRE REPAIR UNIT #830- COMP...	EQUIPMENT MAINTENANCE	182.50
Fund 621 - ENVIRONMENTAL SERVICES Total:		3,795.58
Vendor 03321 - DALE'S TIRE & RETREADING, INC. Total:		3,858.58
Vendor: 00404 - DAS STATE ACCOUNTING-CENTRAL FINANCE		
Fund: 111 - GENERAL		
Monthly Long Distance	PHONE & INTERNET	7.19
Monthly Long Distance	PHONE & INTERNET	4.44
Monthly Long Distance	PHONE & INTERNET	0.47
Monthly Long Distance	PHONE & INTERNET	0.95
Monthly Long Distance	PHONE & INTERNET	4.35
Monthly Long Distance	PHONE & INTERNET	11.94
Monthly Long Distance	PHONE & INTERNET	29.57
Monthly Long Distance	PHONE & INTERNET	20.24
Monthly Long Distance	PHONE & INTERNET	4.99
Monthly Long Distance	PHONE & INTERNET	2.35
Fund 111 - GENERAL Total:		86.49
Fund: 212 - TRANSPORTATION		
Monthly Long Distance	PHONE & INTERNET	6.91
Fund 212 - TRANSPORTATION Total:		6.91
Fund: 213 - CEMETERY		
Monthly Long Distance	PHONE & INTERNET	4.60
Fund 213 - CEMETERY Total:		4.60
Fund: 224 - ECONOMIC DEVELOPMENT		
Monthly Long Distance	PHONE & INTERNET	8.03
Fund 224 - ECONOMIC DEVELOPMENT Total:		8.03
Fund: 621 - ENVIRONMENTAL SERVICES		
Monthly Long Distance	PHONE & INTERNET	3.63
Fund 621 - ENVIRONMENTAL SERVICES Total:		3.63

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Description (Payable)	Account Name	Amount
Fund: 631 - WASTEWATER		
Monthly Long Distance	PHONE & INTERNET	2.23
Fund 631 - WASTEWATER Total:		2.23
Fund: 641 - WATER		
Monthly Long Distance	PHONE & INTERNET	2.46
Fund 641 - WATER Total:		2.46
Fund: 661 - STORMWATER		
Monthly Long Distance	PHONE & INTERNET	0.71
Fund 661 - STORMWATER Total:		0.71
Fund: 721 - GIS SERVICES		
Monthly Long Distance	PHONE & INTERNET	0.47
Fund 721 - GIS SERVICES Total:		0.47
Fund: 725 - CENTRAL GARAGE		
Monthly Long Distance	PHONE & INTERNET	2.62
Fund 725 - CENTRAL GARAGE Total:		2.62
Vendor 00404 - DAS STATE ACCOUNTING-CENTRAL FINANCE Total:		118.15
Vendor: 07421 - DUANE E. WOHLERS		
Fund: 621 - ENVIRONMENTAL SERVICES		
HAULING RECYCLING TO DENV...	DISPOSAL FEES	800.00
Fund 621 - ENVIRONMENTAL SERVICES Total:		800.00
Vendor 07421 - DUANE E. WOHLERS Total:		800.00
Vendor: 01003 - ELLIOTT EQUIPMENT COMPANY INC.		
Fund: 725 - CENTRAL GARAGE		
ES #825- LOCK BAR ARM	EQUIPMENT MAINTENANCE	129.83
Fund 725 - CENTRAL GARAGE Total:		129.83
Vendor 01003 - ELLIOTT EQUIPMENT COMPANY INC. Total:		129.83
Vendor: 03950 - ENERGY LABORATORIES, INC DEPT 6250		
Fund: 641 - WATER		
SAMPLES	SAMPLES	162.00
Fund 641 - WATER Total:		162.00
Vendor 03950 - ENERGY LABORATORIES, INC DEPT 6250 Total:		162.00
Vendor: 06947 - ENFORCEMENT VIDEO, LLC		
Fund: 111 - GENERAL		
EQUIP MAINT-PD	EQUIPMENT MAINTENANCE	125.00
Fund 111 - GENERAL Total:		125.00
Vendor 06947 - ENFORCEMENT VIDEO, LLC Total:		125.00
Vendor: 09479 - ENGINEERED EQUIPMENT SOLUTIONS INC		
Fund: 631 - WASTEWATER		
DEPT SUP	EQUIPMENT MAINTENANCE	2,668.43
Fund 631 - WASTEWATER Total:		2,668.43
Vendor 09479 - ENGINEERED EQUIPMENT SOLUTIONS INC Total:		2,668.43
Vendor: 00069 - ENVIRONMENTAL ANALYSIS SOUTH, INC		
Fund: 631 - WASTEWATER		
CONTRACTUAL SVC	CONTRACTUAL SERVICES	475.00
CONTRACTUAL SVC	CONTRACTUAL SERVICES	728.60
CONTRACTUAL SVC	CONTRACTUAL SERVICES	243.00
CONTRACTUAL SVC	CONTRACTUAL SERVICES	243.00
CONTRACTUAL SVC	CONTRACTUAL SERVICES	243.00
Fund 631 - WASTEWATER Total:		1,932.60
Vendor 00069 - ENVIRONMENTAL ANALYSIS SOUTH, INC Total:		1,932.60

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Description (Payable)	Account Name	Amount
Vendor: 04918 - ENVIRONMENTAL RESOURCE ASSOCIATES		
Fund: 631 - WASTEWATER		
CONTRACTUAL SVC	CONTRACTUAL SERVICES	1,071.05
Fund 631 - WASTEWATER Total:		1,071.05
Vendor 04918 - ENVIRONMENTAL RESOURCE ASSOCIATES Total:		1,071.05
Vendor: 10250 - EXECUTIVE DISTRIBUTORS INTERNATIONAL INC		
Fund: 218 - PUBLIC SAFETY		
CIP-RIOT GEAR	DEPARTMENT SUPPLIES	11,851.80
Fund 218 - PUBLIC SAFETY Total:		11,851.80
Vendor 10250 - EXECUTIVE DISTRIBUTORS INTERNATIONAL INC Total:		11,851.80
Vendor: 07574 - FAT BOYS TIRE AND AUTO		
Fund: 725 - CENTRAL GARAGE		
TRANS #425- TIRE	EQUIPMENT MAINTENANCE	129.00
Fund 725 - CENTRAL GARAGE Total:		129.00
Vendor 07574 - FAT BOYS TIRE AND AUTO Total:		129.00
Vendor: 00548 - FEDERAL EXPRESS CORPORATION		
Fund: 111 - GENERAL		
POSTAGE	POSTAGE	22.82
Fund 111 - GENERAL Total:		22.82
Fund: 631 - WASTEWATER		
POSTAGE	POSTAGE	596.56
POSTAGE	POSTAGE	460.72
Fund 631 - WASTEWATER Total:		1,057.28
Fund: 641 - WATER		
POSTAGE	POSTAGE	50.30
POSTAGE	POSTAGE	50.30
Fund 641 - WATER Total:		100.60
Vendor 00548 - FEDERAL EXPRESS CORPORATION Total:		1,180.70
Vendor: 00794 - FLOYD'S TRUCK CENTER SCOTTSBLUFF		
Fund: 621 - ENVIRONMENTAL SERVICES		
REPAIR PARTS FOR UNIT #815	VEHICLE MAINTENANCE	15.15
Fund 621 - ENVIRONMENTAL SERVICES Total:		15.15
Fund: 631 - WASTEWATER		
EQUIP MAINT	EQUIPMENT MAINTENANCE	160.80
EQUIP MAINT	EQUIPMENT MAINTENANCE	24.20
Fund 631 - WASTEWATER Total:		185.00
Fund: 725 - CENTRAL GARAGE		
ES #813- FILTERS	EQUIPMENT MAINTENANCE	21.15
ES #816- FILTERS	EQUIPMENT MAINTENANCE	86.91
ES #816- FILLER CAP	EQUIPMENT MAINTENANCE	39.91
ES #815- FILTERS	EQUIPMENT MAINTENANCE	188.93
Fund 725 - CENTRAL GARAGE Total:		336.90
Vendor 00794 - FLOYD'S TRUCK CENTER SCOTTSBLUFF Total:		537.05
Vendor: 00060 - FRANCISCO'S BUMPER TO BUMPER INC		
Fund: 111 - GENERAL		
TOW SERVICE-PD	CONTRACTUAL SERVICES	220.00
TOW SERVICE-PD	CONTRACTUAL SERVICES	75.00
TOW SERVICE-PD	CONTRACTUAL SERVICES	220.00
TOW SERVICE-PD	CONTRACTUAL SERVICES	220.00
Fund 111 - GENERAL Total:		735.00
Vendor 00060 - FRANCISCO'S BUMPER TO BUMPER INC Total:		735.00
Vendor: 07904 - FREMONT MOTOR SCOTTSBLUFF, LLC		
Fund: 725 - CENTRAL GARAGE		
POLICE #10- MOTOR ASSY	EQUIPMENT MAINTENANCE	28.62

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Description (Payable)	Account Name	Amount
POLICE #7- SWITCH ASSY	EQUIPMENT MAINTENANCE	62.36
Fund 725 - CENTRAL GARAGE Total:		90.98
Vendor 07904 - FREMONT MOTOR SCOTTSBLUFF, LLC Total:		90.98
Vendor: 00887 - FYR-TEK INC		
Fund: 111 - GENERAL		
AIRPACK POSITESTS - ANNUAL ...	EQUIPMENT MAINTENANCE	1,374.12
Fund 111 - GENERAL Total:		1,374.12
Vendor 00887 - FYR-TEK INC Total:		1,374.12
Vendor: 05600 - GALLS INC		
Fund: 111 - GENERAL		
EQUIP MAINT-PD	EQUIPMENT MAINTENANCE	129.94
EQUIP MAINT-PD	EQUIPMENT MAINTENANCE	51.09
EQUIP MAINT-PD	EQUIPMENT MAINTENANCE	108.89
UNIFORMS-PD	UNIFORMS & CLOTHING	56.94
UNIFORMS-PD	UNIFORMS & CLOTHING	88.91
UNIFORMS-PD	UNIFORMS & CLOTHING	125.97
Fund 111 - GENERAL Total:		561.74
Fund: 218 - PUBLIC SAFETY		
CIP-BODY ARMOR	DEPARTMENT SUPPLIES	1,480.00
CIP-BODY ARMOR	DEPARTMENT SUPPLIES	3,885.00
Fund 218 - PUBLIC SAFETY Total:		5,365.00
Vendor 05600 - GALLS INC Total:		5,926.74
Vendor: 04371 - HAWKINS, INC.		
Fund: 641 - WATER		
CHEMICALS	CHEMICALS	915.96
CHEMICALS	CHEMICALS	2,963.32
Fund 641 - WATER Total:		3,879.28
Vendor 04371 - HAWKINS, INC. Total:		3,879.28
Vendor: 04299 - HD SUPPLY FACILITIES MAINTENANCE LTD		
Fund: 631 - WASTEWATER		
DEPT SUP	DEPARTMENT SUPPLIES	945.96
Fund 631 - WASTEWATER Total:		945.96
Vendor 04299 - HD SUPPLY FACILITIES MAINTENANCE LTD Total:		945.96
Vendor: 10246 - HESSLER MICHAEL A LIVING TRUST		
Fund: 213 - CEMETERY		
QUICCLAIM DEED HESSLER	MISCELLANEOUS	750.00
Fund 213 - CEMETERY Total:		750.00
Vendor 10246 - HESSLER MICHAEL A LIVING TRUST Total:		750.00
Vendor: 09305 - HONEY WAGON EXPRESS		
Fund: 111 - GENERAL		
CONTRACTUAL	CONTRACTUAL SERVICES	225.00
Fund 111 - GENERAL Total:		225.00
Vendor 09305 - HONEY WAGON EXPRESS Total:		225.00
Vendor: 00299 - HULLINGER GLASS & LOCKS INC.		
Fund: 111 - GENERAL		
BLDG MAINT PARK	BUILDING MAINTENANCE	78.75
DEPT SUPP PARK	DEPARTMENT SUPPLIES	41.25
DEPT SUPP PARK	DEPARTMENT SUPPLIES	21.70
Fund 111 - GENERAL Total:		141.70
Vendor 00299 - HULLINGER GLASS & LOCKS INC. Total:		141.70

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Description (Payable)	Account Name	Amount
Vendor: 08793 - HYDRONIC WATER MANAGEMENT		
Fund: 111 - GENERAL		
Bldg. Main.	BUILDING MAINTENANCE	425.00
Fund 111 - GENERAL Total:		425.00
Vendor 08793 - HYDRONIC WATER MANAGEMENT Total:		425.00
Vendor: 06423 - HYDROTEX PARTNERS, LTD		
Fund: 725 - CENTRAL GARAGE		
PARKS- STOCK OIL	EQUIPMENT MAINTENANCE	219.52
Fund 725 - CENTRAL GARAGE Total:		219.52
Vendor 06423 - HYDROTEX PARTNERS, LTD Total:		219.52
Vendor: 00525 - IDEAL LAUNDRY AND CLEANERS, INC.		
Fund: 111 - GENERAL		
Jan. Sup.	JANITORIAL SUPPLIES	89.25
DEPT SUPP ADM	DEPARTMENT SUPPLIES	54.90
Jan. Sup.	JANITORIAL SUPPLIES	89.25
Fund 111 - GENERAL Total:		233.40
Fund: 212 - TRANSPORTATION		
SUPP - MATS, TOWELS	DEPARTMENT SUPPLIES	34.62
SUPP - MATS, TOWELS	DEPARTMENT SUPPLIES	34.62
SSUPP - MATS, TOWELS	DEPARTMENT SUPPLIES	34.62
Fund 212 - TRANSPORTATION Total:		103.86
Fund: 621 - ENVIRONMENTAL SERVICES		
SHOP TOWELS, RUGS, MOPS	DEPARTMENT SUPPLIES	108.14
Fund 621 - ENVIRONMENTAL SERVICES Total:		108.14
Fund: 631 - WASTEWATER		
CONTRACTUAL SVC	CONTRACTUAL SERVICES	36.24
Fund 631 - WASTEWATER Total:		36.24
Fund: 641 - WATER		
CONTRACTUAL SVC	CONTRACTUAL SERVICES	36.25
Fund 641 - WATER Total:		36.25
Fund: 725 - CENTRAL GARAGE		
CENTRAL GARAGE- DEPT SUPPL...	DEPARTMENT SUPPLIES	36.61
CENTRAL GARAGE- DEPT SUPPL...	UNIFORMS & CLOTHING	3.60
DEPT SUPPLIES & UNIFORMS	DEPARTMENT SUPPLIES	36.61
DEPT SUPPLIES & UNIFORMS	UNIFORMS & CLOTHING	3.60
DEPT SUPPLIES & UNIFORMS	DEPARTMENT SUPPLIES	36.61
DEPT SUPPLIES & UNIFORMS	UNIFORMS & CLOTHING	3.60
Fund 725 - CENTRAL GARAGE Total:		120.63
Vendor 00525 - IDEAL LAUNDRY AND CLEANERS, INC. Total:		638.52
Vendor: 00937 - INDEPENDENT PLUMBING AND HEATING, INC		
Fund: 111 - GENERAL		
GROUND MAINT PARK	GROUNDS MAINTENANCE	38.20
GROUND MAINT PARK	GROUNDS MAINTENANCE	44.45
GROUND MAINT PARK	GROUNDS MAINTENANCE	25.45
GROUND MAINT PARK	GROUNDS MAINTENANCE	32.78
GROUND MAINT PARK	GROUNDS MAINTENANCE	20.50
GROUND MAINT PARK	GROUNDS MAINTENANCE	265.50
GROUND MAINT PARK	GROUNDS MAINTENANCE	13.92
GROUND MAINT PARK	GROUNDS MAINTENANCE	42.36
Fund 111 - GENERAL Total:		483.16
Fund: 212 - TRANSPORTATION		
SUPP - FURNACE FILTERS	DEPARTMENT SUPPLIES	88.52
Fund 212 - TRANSPORTATION Total:		88.52
Vendor 00937 - INDEPENDENT PLUMBING AND HEATING, INC Total:		571.68

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Description (Payable)	Account Name	Amount
Vendor: 09291 - INGRAM LIBRARY SERVICES INC		
Fund: 111 - GENERAL		
Coll.	COLLECTIONS	104.79
Coll.	COLLECTIONS	143.04
Coll.	COLLECTIONS	46.62
Coll.	COLLECTIONS	36.16
Fund 111 - GENERAL Total:		330.61
Vendor 09291 - INGRAM LIBRARY SERVICES INC Total:		330.61
Vendor: 08154 - INTERNAL REVENUE SERVICE		
Fund: 713 - CASH & INVESTMENT POOL		
WITHHOLDING	MEDICARE W/H EE PAYABLE	3,915.98
WITHHOLDING	MEDICARE W/H EE PAYABLE	3,915.98
WITHHOLDING	FICA W/H EE PAYABLE	14,411.24
WITHHOLDING	FICA W/H EE PAYABLE	14,411.24
WITHHOLDING	FED W/H EE PAYABLE	23,615.54
Fund 713 - CASH & INVESTMENT POOL Total:		60,269.98
Vendor 08154 - INTERNAL REVENUE SERVICE Total:		60,269.98
Vendor: 08525 - INTRALINKS, INC		
Fund: 111 - GENERAL		
DATTO ALTO - MAY 2021 (ADM...	CONTRACTUAL SERVICES	2,298.00
DATTO ALTO - LIBRARY MAY 20...	CONTRACTUAL SERVICES	218.00
BARRACUDA EMAIL SECURITY	DEPARTMENT SUPPLIES	2,417.00
SONICWALL - SECURITY SUITE	DEPARTMENT SUPPLIES	650.26
SONICWALL - SECURITY SUITE	DEPARTMENT SUPPLIES	235.47
SONICWALL SECURITY SUITE	DEPARTMENT SUPPLIES	359.47
PORT - CITY MANAGER PRINTER	DEPARTMENT SUPPLIES	102.48
FIRE CAPT PC	DEPARTMENT SUPPLIES	18.38
CONTRACT SERVICES - MAY 2021	CONTRACTUAL SERVICES	1,935.00
CONTRACT SERVICES - PD - MAY...	CONTRACTUAL SERVICES	405.00
CONTRACT SERVICES - LIB - MAY...	CONTRACTUAL SERVICES	292.50
DELL OPTIPLEX- (23) & PROGR...	DEPARTMENT SUPPLIES	18,801.00
DATTO - LIBRARY - MARCH 2021	CONTRACTUAL SERVICES	89.25
Fund 111 - GENERAL Total:		27,821.81
Fund: 212 - TRANSPORTATION		
BARRACUDA EMAIL SECURITY	DEPARTMENT SUPPLIES	185.92
SONICWALL - SECURITY SUITE	DEPARTMENT SUPPLIES	235.47
CRADLEPOINT - BATTERY BACK...	DEPARTMENT SUPPLIES	2,730.69
CONTRACT SERVICES - MAY 2021	CONTRACTUAL SERVICES	405.00
DELL OPTIPLEX- (23) & PROGR...	DEPARTMENT SUPPLIES	6,945.00
Fund 212 - TRANSPORTATION Total:		10,502.08
Fund: 213 - CEMETERY		
SONICWALL - SECURITY SUITE	DEPARTMENT SUPPLIES	235.47
CEMETERY WIFI	DEPARTMENT SUPPLIES	328.91
CONTRACT SERVICES - MAY 2021	CONTRACTUAL SERVICES	135.00
Fund 213 - CEMETERY Total:		699.38
Fund: 224 - ECONOMIC DEVELOPMENT		
CONTRACT SERVICES - MAY 2021	CONTRACTUAL SERVICES	22.50
Fund 224 - ECONOMIC DEVELOPMENT Total:		22.50
Fund: 621 - ENVIRONMENTAL SERVICES		
BARRACUDA EMAIL SECURITY	DEPARTMENT SUPPLIES	371.84
SONICWALL - SECURITY SUITE	DEPARTMENT SUPPLIES	235.47
DELL OPTIPLEX- (23) & PROGR...	DEPARTMENT SUPPLIES	2,778.00
Fund 621 - ENVIRONMENTAL SERVICES Total:		3,385.31
Fund: 631 - WASTEWATER		
BARRACUDA EMAIL SECURITY	DEPARTMENT SUPPLIES	371.84
DELL OPTIPLEX- (23) & PROGR...	DEPARTMENT SUPPLIES	1,512.00
Fund 631 - WASTEWATER Total:		1,883.84

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Description (Payable)	Account Name	Amount
Fund: 641 - WATER		
DATTO ALTO - MAY 2021 (ADM... CONTRACTUAL SERVICES		119.00
BARRACUDA EMAIL SECURITY	DEPARTMENT SUPPLIES	371.84
Fund 641 - WATER Total:		490.84
Vendor 08525 - INTRALINKS, INC Total:		44,805.76
Vendor: 00192 - J G ELLIOTT CO.INC.		
Fund: 111 - GENERAL		
RENEWAL PREM. - NOTARY BL...	DEPARTMENT SUPPLIES	16.25
RENEWAL PREM. - NOTARY BL...	BONDING	32.50
RENEWAL PREM. - NOTARY BL...	BONDING	16.25
RENEWAL PREM. - NOTARY BL...	BONDING	292.50
Fund 111 - GENERAL Total:		357.50
Fund: 213 - CEMETERY		
RENEWAL PREM. - NOTARY BL...	BONDING	16.25
Fund 213 - CEMETERY Total:		16.25
Vendor 00192 - J G ELLIOTT CO.INC. Total:		373.75
Vendor: 06131 - JOHN DEERE FINANCIAL		
Fund: 111 - GENERAL		
EQUIP MAINT PARK	EQUIPMENT MAINTENANCE	25.45
Fund 111 - GENERAL Total:		25.45
Fund: 212 - TRANSPORTATION		
SUPP - PULLEY, LAP LINK	DEPARTMENT SUPPLIES	23.97
SUPP - EYE BOLT	DEPARTMENT SUPPLIES	3.39
SUPP - STANDARD, LIGHT POLY ...	DEPARTMENT SUPPLIES	10.98
SUPP - AMINE & ROUNDUP	DEPARTMENT SUPPLIES	179.96
Fund 212 - TRANSPORTATION Total:		218.30
Fund: 213 - CEMETERY		
DEPT SUPP CEM	DEPARTMENT SUPPLIES	44.97
Fund 213 - CEMETERY Total:		44.97
Vendor 06131 - JOHN DEERE FINANCIAL Total:		288.72
Vendor: 08067 - JOHN DEERE FINANCIAL		
Fund: 111 - GENERAL		
DEPT SUPP PARK	DEPARTMENT SUPPLIES	89.94
Fund 111 - GENERAL Total:		89.94
Vendor 08067 - JOHN DEERE FINANCIAL Total:		89.94
Vendor: 09474 - JOHN DEERE FINANCIAL		
Fund: 111 - GENERAL		
BLDG MAINT PARK	BUILDING MAINTENANCE	13.98
Fund 111 - GENERAL Total:		13.98
Fund: 213 - CEMETERY		
EQUIP MAINT CEM	EQUIPMENT MAINTENANCE	13.77
EQUIP MAINT CEM	EQUIPMENT MAINTENANCE	33.20
DEPT SUPP CEM	DEPARTMENT SUPPLIES	3,000.00
EQUIP MAINT CEM	EQUIPMENT MAINTENANCE	75.83
Fund 213 - CEMETERY Total:		3,122.80
Fund: 725 - CENTRAL GARAGE		
PARKS #397- NUTS, WASHERS, ...	EQUIPMENT MAINTENANCE	87.24
Fund 725 - CENTRAL GARAGE Total:		87.24
Vendor 09474 - JOHN DEERE FINANCIAL Total:		3,224.02
Vendor: 09747 - KNOW HOW LLC		
Fund: 111 - GENERAL		
DEPT SUPP PARK	DEPARTMENT SUPPLIES	15.16
EQUIP MAINT PARK	EQUIPMENT MAINTENANCE	94.88
VEH MAINT-PD	VEHICLE MAINTENANCE	19.30

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Description (Payable)	Account Name	Amount
GROUND MAINT PARK	GROUNDS MAINTENANCE	16.40
Fund 111 - GENERAL Total:		145.74
Fund: 212 - TRANSPORTATION		
PARTS - HYD. FILTER	VEHICLE MAINTENANCE	16.69
OIL 15W50	OIL & ANTIFREEZE	17.37
Fund 212 - TRANSPORTATION Total:		34.06
Fund: 213 - CEMETERY		
EQUIP MAINT CEM	EQUIPMENT MAINTENANCE	316.21
EQUIP MAINT CEM	EQUIPMENT MAINTENANCE	40.01
Fund 213 - CEMETERY Total:		356.22
Fund: 631 - WASTEWATER		
VEH MAINT	VEHICLE MAINTENANCE	32.23
EQUIP MAINT	EQUIPMENT MAINTENANCE	30.59
Fund 631 - WASTEWATER Total:		62.82
Fund: 725 - CENTRAL GARAGE		
CENTRAL GARAGE- ELECTRICAL ...	DEPARTMENT SUPPLIES	6.01
PARKS #325- ELECTRICAL CONN...	EQUIPMENT MAINTENANCE	11.17
POLICE #10- FUSE	EQUIPMENT MAINTENANCE	4.43
TRANS #466- OIL AND AIR FILTER	EQUIPMENT MAINTENANCE	23.03
RETURNED ELECTRICAL CONNE...	DEPARTMENT SUPPLIES	-6.01
Fund 725 - CENTRAL GARAGE Total:		38.63
Vendor 09747 - KNOW HOW LLC Total:		637.47
Vendor: 06802 - KNOX ASSOCIATES, INC		
Fund: 215 - SPECIAL PROJECTS		
RESIDENTIAL KEY BOXES	DEPARTMENT SUPPLIES	9,867.00
Fund 215 - SPECIAL PROJECTS Total:		9,867.00
Vendor 06802 - KNOX ASSOCIATES, INC Total:		9,867.00
Vendor: 09872 - KRIZ DAVIS		
Fund: 111 - GENERAL		
GROUND MAINT PARK	GROUNDS MAINTENANCE	-8.68
Fund 111 - GENERAL Total:		-8.68
Vendor 09872 - KRIZ DAVIS Total:		-8.68
Vendor: 09746 - LEAL NOHEMI		
Fund: 111 - GENERAL		
CONSULTING-PD	CONSULTING SERVICES	35.00
Fund 111 - GENERAL Total:		35.00
Vendor 09746 - LEAL NOHEMI Total:		35.00
Vendor: 10249 - LENHART MIKE OR REBECCA		
Fund: 212 - TRANSPORTATION		
INSTALL FLATBED ON PICKUP	VEHICLE MAINTENANCE	2,350.00
Fund 212 - TRANSPORTATION Total:		2,350.00
Vendor 10249 - LENHART MIKE OR REBECCA Total:		2,350.00
Vendor: 10228 - LORE BRIAN & LORI		
Fund: 111 - GENERAL		
CONTRACTUAL	CONTRACTUAL SERVICES	1,000.00
Fund 111 - GENERAL Total:		1,000.00
Vendor 10228 - LORE BRIAN & LORI Total:		1,000.00
Vendor: 00242 - M.C. SCHAFF & ASSOCIATES, INC		
Fund: 215 - SPECIAL PROJECTS		
PROF.SERVICES - 2019 HAIL DA...	INSURED REPAIRS/REPLACE	10,900.00
Fund 215 - SPECIAL PROJECTS Total:		10,900.00
Vendor 00242 - M.C. SCHAFF & ASSOCIATES, INC Total:		10,900.00

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Description (Payable)	Account Name	Amount
Vendor: 09760 - MACQUEEN EQUIPMENT INC		
Fund: 631 - WASTEWATER		
EQUIP MAINT	EQUIPMENT MAINTENANCE	680.44
Fund 631 - WASTEWATER Total:		680.44
Vendor 09760 - MACQUEEN EQUIPMENT INC Total:		680.44
Vendor: 05099 - MARKETING CONSULTANTS		
Fund: 111 - GENERAL		
SAFETY VEST - CITY MGR.	DEPARTMENT SUPPLIES	42.00
Fund 111 - GENERAL Total:		42.00
Fund: 621 - ENVIRONMENTAL SERVICES		
YARD WASTE AND TRASH CAN ...	DEPARTMENT SUPPLIES	600.00
Fund 621 - ENVIRONMENTAL SERVICES Total:		600.00
Vendor 05099 - MARKETING CONSULTANTS Total:		642.00
Vendor: 01718 - MASEK DISTRIBUTING INC		
Fund: 111 - GENERAL		
DEPT SUPP PARK	DEPARTMENT SUPPLIES	6.75
Fund 111 - GENERAL Total:		6.75
Vendor 01718 - MASEK DISTRIBUTING INC Total:		6.75
Vendor: 08317 - MATHESON TRI-GAS INC		
Fund: 111 - GENERAL		
DEPT SUPP PARK	DEPARTMENT SUPPLIES	113.83
Fund 111 - GENERAL Total:		113.83
Vendor 08317 - MATHESON TRI-GAS INC Total:		113.83
Vendor: 07628 - MENARDS, INC		
Fund: 111 - GENERAL		
TV MOUNT, ADAPTER AND GLO...	DEPARTMENT SUPPLIES	78.85
PUSH BROOM AND MARKING P...	DEPARTMENT SUPPLIES	34.47
DEPT SUPP PARK	DEPARTMENT SUPPLIES	99.91
DEPT SUPP PARK	DEPARTMENT SUPPLIES	47.47
DEPT SUPP REC	DEPARTMENT SUPPLIES	32.72
DEPT SUPP PARK	DEPARTMENT SUPPLIES	95.64
DEPT SUPP REC	DEPARTMENT SUPPLIES	399.60
DEPT SUPP REC	DEPARTMENT SUPPLIES	25.76
BLDG MAIN PARK	BUILDING MAINTENANCE	20.70
Fund 111 - GENERAL Total:		835.12
Fund: 212 - TRANSPORTATION		
SUPP - PINE	DEPARTMENT SUPPLIES	12.33
SUPP - PINE	DEPARTMENT SUPPLIES	-12.33
SUPP - HENDRAIL & BITS	DEPARTMENT SUPPLIES	44.77
SUPP - BIT & HEX	DEPARTMENT SUPPLIES	19.23
SUPP - CABLE	DEPARTMENT SUPPLIES	17.16
Fund 212 - TRANSPORTATION Total:		81.16
Fund: 213 - CEMETERY		
DEPT SUPP CEM	DEPARTMENT SUPPLIES	50.91
Fund 213 - CEMETERY Total:		50.91
Fund: 631 - WASTEWATER		
DEPT SUP	DEPARTMENT SUPPLIES	33.88
DEPT SUP	DEPARTMENT SUPPLIES	191.29
Fund 631 - WASTEWATER Total:		225.17
Fund: 641 - WATER		
DEPT SUP WTR	DEPARTMENT SUPPLIES	72.58
DEPT SUP WTR	DEPARTMENT SUPPLIES	-44.47
DEPT SUP WTR	DEPARTMENT SUPPLIES	23.49
DEPT SUP WTR	DEPARTMENT SUPPLIES	23.26
DEPT SUP WTR	DEPARTMENT SUPPLIES	21.10

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Description (Payable)	Account Name	Amount
DEPT SUP WTR	DEPARTMENT SUPPLIES	47.50
Fund 641 - WATER Total:		143.46
Vendor 07628 - MENARDS, INC Total:		1,335.82
Vendor: 07253 - MICHAEL B KEMBEL		
Fund: 212 - TRANSPORTATION		
REPLACE SPRING IN OVERHEAD...	BUILDING MAINTENANCE	608.00
Fund 212 - TRANSPORTATION Total:		608.00
Vendor 07253 - MICHAEL B KEMBEL Total:		608.00
Vendor: 07938 - MIDWEST CONNECT, LLC		
Fund: 621 - ENVIRONMENTAL SERVICES		
MAY 2021 UB PROCESSING	CONTRACTUAL SERVICES	675.67
Fund 621 - ENVIRONMENTAL SERVICES Total:		675.67
Fund: 631 - WASTEWATER		
MAY 2021 UB PROCESSING	CONTRACTUAL SERVICES	675.68
Fund 631 - WASTEWATER Total:		675.68
Fund: 641 - WATER		
MAY 2021 UB PROCESSING	CONTRACTUAL SERVICES	675.67
Fund 641 - WATER Total:		675.67
Vendor 07938 - MIDWEST CONNECT, LLC Total:		2,027.02
Vendor: 09355 - MIDWEST MACHINERY & SUPPLY CO		
Fund: 212 - TRANSPORTATION		
SUPP FOR GUARDRAILS - POSTS,...	DEPARTMENT SUPPLIES	734.30
Fund 212 - TRANSPORTATION Total:		734.30
Vendor 09355 - MIDWEST MACHINERY & SUPPLY CO Total:		734.30
Vendor: 01230 - MIZE, ROBERT		
Fund: 621 - ENVIRONMENTAL SERVICES		
CDL RENEWAL	CONTRACTUAL SERVICES	61.92
Fund 621 - ENVIRONMENTAL SERVICES Total:		61.92
Vendor 01230 - MIZE, ROBERT Total:		61.92
Vendor: 00278 - MONUMENT CAR WASH INC		
Fund: 631 - WASTEWATER		
VEH MAINT	VEHICLE MAINTENANCE	27.00
Fund 631 - WASTEWATER Total:		27.00
Fund: 641 - WATER		
VEHICLE MAINT	VEHICLE MAINTENANCE	24.58
Fund 641 - WATER Total:		24.58
Vendor 00278 - MONUMENT CAR WASH INC Total:		51.58
Vendor: 10234 - MURPHY PETER		
Fund: 223 - KENO		
TREE REBATE	CONTRACTUAL SERVICES	59.50
Fund 223 - KENO Total:		59.50
Vendor 10234 - MURPHY PETER Total:		59.50
Vendor: 04082 - NE CHILD SUPPORT PAYMENT CENTER		
Fund: 713 - CASH & INVESTMENT POOL		
NE CHILD SUPPORT PYBLE	CHILD SUPPORT EE PAY	1,315.10
Fund 713 - CASH & INVESTMENT POOL Total:		1,315.10
Vendor 04082 - NE CHILD SUPPORT PAYMENT CENTER Total:		1,315.10
Vendor: 00942 - NE DEPT OF ENVIRONMENTAL QUALITY		
Fund: 631 - WASTEWATER		
LOAN PAYMENT	ADMIN COSTS & FEES	759.77
LOAN PAYMENT	DEBT SERVICE-PRINCIPAL	31,292.67

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Description (Payable)	Account Name	Amount
LOAN PAYMENT	DEBT SERVICE-INTEREST	2,279.30
Fund 631 - WASTEWATER Total:		34,331.74
Vendor 00942 - NE DEPT OF ENVIRONMENTAL QUALITY Total:		34,331.74
Vendor: 00797 - NE DEPT OF REVENUE		
Fund: 111 - GENERAL		
TAX PYMT	SALES TAX PAYABLE	366.97
Fund 111 - GENERAL Total:		366.97
Fund: 621 - ENVIRONMENTAL SERVICES		
TAX PYMT	SALES TAX PAYABLE	207.14
Fund 621 - ENVIRONMENTAL SERVICES Total:		207.14
Fund: 631 - WASTEWATER		
TAX PYMT	SALES TAX PAYABLE	12,178.38
Fund 631 - WASTEWATER Total:		12,178.38
Fund: 641 - WATER		
TAX PYMT	SALES TAX PAYABLE	8,178.88
Fund 641 - WATER Total:		8,178.88
Fund: 661 - STORMWATER		
TAX PYMT	SALES TAX PAYABLE	684.86
Fund 661 - STORMWATER Total:		684.86
Vendor 00797 - NE DEPT OF REVENUE Total:		21,616.23
Vendor: 00068 - NE DEPT OF TRANSPORTATION		
Fund: 111 - GENERAL		
PATHWAY	PATHWAY	158,773.86
Fund 111 - GENERAL Total:		158,773.86
Vendor 00068 - NE DEPT OF TRANSPORTATION Total:		158,773.86
Vendor: 01358 - NE LAW ENFORCEMENT TRAINING CENTER		
Fund: 111 - GENERAL		
SCHOOLS & CONF-PD	SCHOOL & CONFERENCE	360.00
SCHOOLS & CONF-PD	SCHOOL & CONFERENCE	460.00
Fund 111 - GENERAL Total:		820.00
Vendor 01358 - NE LAW ENFORCEMENT TRAINING CENTER Total:		820.00
Vendor: 00402 - NEBRASKA MACHINERY CO		
Fund: 621 - ENVIRONMENTAL SERVICES		
A/C REPAIRS TO UNIT #831	EQUIPMENT MAINTENANCE	1,917.10
A/C REPAIRS TO UNIT #830- C...	EQUIPMENT MAINTENANCE	172.50
Fund 621 - ENVIRONMENTAL SERVICES Total:		2,089.60
Vendor 00402 - NEBRASKA MACHINERY CO Total:		2,089.60
Vendor: 00578 - NEBRASKA PUBLIC POWER DISTRICT		
Fund: 631 - WASTEWATER		
ELECTRICITY	ELECTRIC POWER	13,116.76
ELECTRICITY	ELECTRIC POWER	153.29
Fund 631 - WASTEWATER Total:		13,270.05
Fund: 641 - WATER		
ELECTRICITY	ELECTRIC POWER	1,961.13
ELECTRICITY	ELECTRIC POWER	3,662.81
Fund 641 - WATER Total:		5,623.94
Vendor 00578 - NEBRASKA PUBLIC POWER DISTRICT Total:		18,893.99
Vendor: 00139 - NORTHWEST PIPE FITTINGS, INC. OF SCOTTSBLUFF		
Fund: 111 - GENERAL		
GROUND MAINT PARK	GROUNDS MAINTENANCE	10.33
GROUND MAINT PARK	GROUNDS MAINTENANCE	5.44
GROUND MAINT PARK	GROUNDS MAINTENANCE	66.86
GROUND MAINT PARK	GROUNDS MAINTENANCE	58.60
GROUND MAINT PARK	GROUNDS MAINTENANCE	61.58
GROUND MAINT PARK	GROUNDS MAINTENANCE	111.51

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Description (Payable)	Account Name	Amount
GROUND MAINT PARK	GROUNDS MAINTENANCE	16.91
DEPT SUPP REC	DEPARTMENT SUPPLIES	71.52
Fund 111 - GENERAL Total:		402.75
Vendor 00139 - NORTHWEST PIPE FITTINGS, INC. OF SCOTTSBLUFF Total:		402.75
Vendor: 08840 - ONE CALL CONCEPTS, INC		
Fund: 212 - TRANSPORTATION		
CONTRACTUAL	CONTRACTUAL SERVICES	51.99
Fund 212 - TRANSPORTATION Total:		51.99
Fund: 631 - WASTEWATER		
CONTRACTUAL	CONTRACTUAL SERVICES	51.99
Fund 631 - WASTEWATER Total:		51.99
Fund: 641 - WATER		
CONTRACTUAL	CONTRACTUAL SERVICES	51.99
Fund 641 - WATER Total:		51.99
Vendor 08840 - ONE CALL CONCEPTS, INC Total:		155.97
Vendor: 00285 - OREGON TRAIL PLUMBING, HEATING & COOLING INC		
Fund: 111 - GENERAL		
BLDG MAINT PARK	BUILDING MAINTENANCE	249.00
BLDG MAINT-PD	BUILDING MAINTENANCE	233.50
BLDG MAINT-PD	BUILDING MAINTENANCE	233.50
EQUIP MAINT REC	EQUIPMENT MAINTENANCE	4,916.00
Fund 111 - GENERAL Total:		5,632.00
Vendor 00285 - OREGON TRAIL PLUMBING, HEATING & COOLING INC Total:		5,632.00
Vendor: 10173 - PAIGE'S POSIES		
Fund: 641 - WATER		
CONTRACTUAL SVC	CONTRACTUAL SERVICES	405.00
Fund 641 - WATER Total:		405.00
Fund: 661 - STORMWATER		
CONTRACTUAL SVC	CONTRACTUAL SERVICES	2,587.50
Fund 661 - STORMWATER Total:		2,587.50
Vendor 10173 - PAIGE'S POSIES Total:		2,992.50
Vendor: 00187 - PANHANDLE CONCRETE PRODUCTS, INC		
Fund: 641 - WATER		
DEPT SUP	DEPARTMENT SUPPLIES	321.00
Fund 641 - WATER Total:		321.00
Vendor 00187 - PANHANDLE CONCRETE PRODUCTS, INC Total:		321.00
Vendor: 00550 - PANHANDLE COOPERATIVE ASSOCIATION		
Fund: 111 - GENERAL		
FUEL PARK	GASOLINE	69.41
FUEL PARK	GASOLINE	66.90
Fund 111 - GENERAL Total:		136.31
Fund: 631 - WASTEWATER		
DEPT SUP	DEPARTMENT SUPPLIES	670.60
Fund 631 - WASTEWATER Total:		670.60
Vendor 00550 - PANHANDLE COOPERATIVE ASSOCIATION Total:		806.91
Vendor: 00487 - PANHANDLE ENVIRONMENTAL SERVICES INC		
Fund: 631 - WASTEWATER		
CONTRACTUAL SVC	CONTRACTUAL SERVICES	93.00
Fund 631 - WASTEWATER Total:		93.00
Fund: 641 - WATER		
SAMPLES	SAMPLES	80.00
SAMPLES	SAMPLES	44.00
SAMPLES	SAMPLES	80.00

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Description (Payable)	Account Name	Amount
SAMPLES	SAMPLES	80.00
Fund 641 - WATER Total:		284.00
Vendor 00487 - PANHANDLE ENVIRONMENTAL SERVICES INC Total:		377.00
Vendor: 00017 - PANHANDLE HUMANE SOCIETY		
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
Vendor: 04494 - PAUL REED CONSTRUCTION & SUPPLY, INC		
Fund: 111 - GENERAL		
GROUND MAINT PARK	GROUNDS MAINTENANCE	2,434.00
23 CLUB BALLPARK IMPROV.	STRUCTURES	98,886.00
Fund 111 - GENERAL Total:		101,320.00
Vendor 04494 - PAUL REED CONSTRUCTION & SUPPLY, INC Total:		101,320.00
Vendor: 09119 - PEACEFUL PRAIRIE NURSERY, INC		
Fund: 223 - KENO		
KENO	DEPARTMENT SUPPLIES	4,011.20
KENO	DEPARTMENT SUPPLIES	960.00
Fund 223 - KENO Total:		4,971.20
Vendor 09119 - PEACEFUL PRAIRIE NURSERY, INC Total:		4,971.20
Vendor: 01060 - PEPSI COLA OF WESTERN NEBRASKA, LLC		
Fund: 111 - GENERAL		
CONCESSIONS	CONCESSION SUPPLIES	243.25
CONCESSIONS	CONCESSION SUPPLIES	213.85
Fund 111 - GENERAL Total:		457.10
Vendor 01060 - PEPSI COLA OF WESTERN NEBRASKA, LLC Total:		457.10
Vendor: 10155 - PETERS DOUGLAS		
Fund: 641 - WATER		
LICENSE & PERMITS	LICENSE/PERMITS	125.00
Fund 641 - WATER Total:		125.00
Vendor 10155 - PETERS DOUGLAS Total:		125.00
Vendor: 10030 - PLATTE RIVER GLASS RODNEY L FLOTH		
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
Vendor: 01276 - PLATTE VALLEY BANK		
Fund: 321 - TIF PROJECTS		
TIF - PLATTE VALLEY BANK ADD ... DEBT SVC (INT) - TIF		11,992.80
TIF - FAIRFIELD INN REDEV 4/30... DEBT SVC(PRINC) - TIF		39,328.11
TIF - FAIRFIELD INN REDEV 4/30... DEBT SVC (INT) - TIF		18,252.47
TIF - SCOOTERS REDEV 4/30/21 DEBT SVC (INT) - TIF		1,252.70
Fund 321 - TIF PROJECTS Total:		70,826.08
Fund: 713 - CASH & INVESTMENT POOL		
HEALTH SAVINGS ACCOUNT	HSA EE PAYABLE	10,869.13
Fund 713 - CASH & INVESTMENT POOL Total:		10,869.13
Vendor 01276 - PLATTE VALLEY BANK Total:		81,695.21
Vendor: 10244 - PRESSON GREGG		
Fund: 223 - KENO		
TREE REBATE	CONTRACTUAL SERVICES	48.00
Fund 223 - KENO Total:		48.00
Vendor 10244 - PRESSON GREGG Total:		48.00

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Description (Payable)	Account Name	Amount
Vendor: 10045 - QA BALANCE SERVICES INC		
Fund: 631 - WASTEWATER		
CONTRACTUAL SVC	CONTRACTUAL SERVICES	105.00
Fund 631 - WASTEWATER Total:		105.00
Vendor 10045 - QA BALANCE SERVICES INC Total:		105.00
Vendor: 07838 - QUADIENT LEASING USA INC		
Fund: 111 - GENERAL		
RENT-MACHINES-PD	RENT-MACHINES	219.56
Fund 111 - GENERAL Total:		219.56
Vendor 07838 - QUADIENT LEASING USA INC Total:		219.56
Vendor: 00266 - QUILL CORPORATION		
Fund: 111 - GENERAL		
DEPT SUPPL-PD	DEPARTMENT SUPPLIES	21.16
DEPT SUPPL-PD	DEPARTMENT SUPPLIES	36.55
DEPT SUPPL-PD	DEPARTMENT SUPPLIES	177.31
DEPT SUPPL-PD	DEPARTMENT SUPPLIES	43.34
DEPT SUPPL-PD	DEPARTMENT SUPPLIES	295.61
Fund 111 - GENERAL Total:		573.97
Vendor 00266 - QUILL CORPORATION Total:		573.97
Vendor: 10248 - RALPH PAEZ		
Fund: 111 - GENERAL		
FACADE IMPROVEMENT GRANT...COMMUNITY DEVELOPMENT		2,100.00
Fund 111 - GENERAL Total:		2,100.00
Vendor 10248 - RALPH PAEZ Total:		2,100.00
Vendor: 04089 - REGIONAL CARE INC		
Fund: 812 - HEALTH INSURANCE		
FLEX FUNDING	FLEXIBLE BENFT EXPENSES	768.38
CLAIMS	CLAIMS EXPENSE	8,647.26
HEALTH INS. PREM - JUNE 2021	PREMIUM EXPENSE	44,285.57
CLAIMS	CLAIMS EXPENSE	103,830.04
FLEX FUNDING	FLEXIBLE BENFT EXPENSES	192.30
Fund 812 - HEALTH INSURANCE Total:		157,723.55
Vendor 04089 - REGIONAL CARE INC Total:		157,723.55
Vendor: 00798 - REGISTER OF DEEDS		
Fund: 213 - CEMETERY		
LEGAL	LEGAL FEES	10.00
LEGAL	LEGAL FEES	10.00
LEGAL	LEGAL FEES	10.00
LEGAL	LEGAL FEES	10.00
LEGAL	LEGAL FEES	10.00
LEGAL	LEGAL FEES	10.00
Fund 213 - CEMETERY Total:		60.00
Vendor 00798 - REGISTER OF DEEDS Total:		60.00
Vendor: 00366 - ROOSEVELT PUBLIC POWER DISTRICT		
Fund: 641 - WATER		
ELECTRIC POWER	ELECTRIC POWER	2,414.66
Fund 641 - WATER Total:		2,414.66
Vendor 00366 - ROOSEVELT PUBLIC POWER DISTRICT Total:		2,414.66
Vendor: 04311 - ROSE DREW, INC		
Fund: 111 - GENERAL		
Dep. Sup.	DEPARTMENT SUPPLIES	146.91
Fund 111 - GENERAL Total:		146.91
Vendor 04311 - ROSE DREW, INC Total:		146.91

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Description (Payable)	Account Name	Amount
Vendor: 09997 - RURAL HEALTH DEVELOPMENT, INC.		
Fund: 224 - ECONOMIC DEVELOPMENT		
ECONOMIC DEV	ECONOMIC DEVELOPMENT	6,383.33
Fund 224 - ECONOMIC DEVELOPMENT Total:		6,383.33
Vendor 09997 - RURAL HEALTH DEVELOPMENT, INC. Total:		6,383.33
Vendor: 00026 - S M E C		
Fund: 713 - CASH & INVESTMENT POOL		
EMPLOYEE DEDUCTION	SMEC EE PAYABLE	156.27
Fund 713 - CASH & INVESTMENT POOL Total:		156.27
Vendor 00026 - S M E C Total:		156.27
Vendor: 06279 - SALES MIDWEST, INC		
Fund: 111 - GENERAL		
DEPT SUPP PARK	DEPARTMENT SUPPLIES	167.85
DEPT SUPP PARK	DEPARTMENT SUPPLIES	165.59
DEPT SUPP PARK	DEPARTMENT SUPPLIES	-167.85
Fund 111 - GENERAL Total:		165.59
Vendor 06279 - SALES MIDWEST, INC Total:		165.59
Vendor: 00257 - SANDBERG IMPLEMENT, INC		
Fund: 111 - GENERAL		
EQUIP MAINT PARK	EQUIPMENT MAINTENANCE	218.80
EQUIP MAINT PARK	EQUIPMENT MAINTENANCE	2.46
DEPT SUPP PARK	DEPARTMENT SUPPLIES	105.60
Fund 111 - GENERAL Total:		326.86
Fund: 212 - TRANSPORTATION		
CUT OFF SAW	DEPARTMENT SUPPLIES	1,286.99
LABOR - CHECK CHOP SAW	EQUIPMENT MAINTENANCE	35.70
Fund 212 - TRANSPORTATION Total:		1,322.69
Fund: 213 - CEMETERY		
DEPT SUPP CEM	DEPARTMENT SUPPLIES	724.12
EQUIP MAINT CEM	EQUIPMENT MAINTENANCE	78.14
EQUIP MAINT CEM	EQUIPMENT MAINTENANCE	50.30
EQUIP MAINT CEM	EQUIPMENT MAINTENANCE	-128.44
Fund 213 - CEMETERY Total:		724.12
Vendor 00257 - SANDBERG IMPLEMENT, INC Total:		2,373.67
Vendor: 10196 - SAYLER SCREENPRINTING		
Fund: 111 - GENERAL		
UNIFORMS-PD	UNIFORMS & CLOTHING	117.50
Fund 111 - GENERAL Total:		117.50
Vendor 10196 - SAYLER SCREENPRINTING Total:		117.50
Vendor: 00841 - SCB COUNTY		
Fund: 111 - GENERAL		
DEPT CNTRCL SERVICES	CONTRACTUAL SERVICES	60.00
Fund 111 - GENERAL Total:		60.00
Vendor 00841 - SCB COUNTY Total:		60.00
Vendor: 02531 - SCB FIREFIGHTERS UNION LOCAL 1454		
Fund: 713 - CASH & INVESTMENT POOL		
FIRE EE DUES	FIRE UNION DUES EE PAY	280.00
Fund 713 - CASH & INVESTMENT POOL Total:		280.00
Vendor 02531 - SCB FIREFIGHTERS UNION LOCAL 1454 Total:		280.00
Vendor: 00734 - SCOTT WALTON		
Fund: 621 - ENVIRONMENTAL SERVICES		
BALER CYLINDER PINS	EQUIPMENT MAINTENANCE	57.50
Fund 621 - ENVIRONMENTAL SERVICES Total:		57.50
Vendor 00734 - SCOTT WALTON Total:		57.50

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Description (Payable)	Account Name	Amount
Vendor: 09759 - SCOTTIES POTTIES INC		
Fund: 111 - GENERAL		
CONTRACTUAL	CONTRACTUAL SERVICES	475.00
Fund 111 - GENERAL Total:		475.00
Vendor 09759 - SCOTTIES POTTIES INC Total:		475.00
Vendor: 00273 - SCOTTSBLUFF POLICE OFFICERS ASSOCIATION		
Fund: 713 - CASH & INVESTMENT POOL		
POLICE EE DUES	POL UNION DUES EE PAY	975.00
Fund 713 - CASH & INVESTMENT POOL Total:		975.00
Vendor 00273 - SCOTTSBLUFF POLICE OFFICERS ASSOCIATION Total:		975.00
Vendor: 01271 - SCOTTSBLUFF SCREENPRINTING & EMBROIDERY, LLC		
Fund: 111 - GENERAL		
UNIFORMS-PD	UNIFORMS & CLOTHING	122.00
Fund 111 - GENERAL Total:		122.00
Vendor 01271 - SCOTTSBLUFF SCREENPRINTING & EMBROIDERY, LLC Total:		122.00
Vendor: 00108 - SCOTTSBLUFF WINSUPPLY COMPANY		
Fund: 213 - CEMETERY		
DEPT SUPP CEM	DEPARTMENT SUPPLIES	81.44
Fund 213 - CEMETERY Total:		81.44
Vendor 00108 - SCOTTSBLUFF WINSUPPLY COMPANY Total:		81.44
Vendor: 00684 - SHERIFF'S OFFICE		
Fund: 111 - GENERAL		
LEGAL FEES-PD	LEGAL FEES	21.54
LEGAL FEES-PD	LEGAL FEES	21.54
LEGAL FEES-PD	LEGAL FEES	25.08
LEGAL FEES-PD	LEGAL FEES	25.08
Fund 111 - GENERAL Total:		93.24
Vendor 00684 - SHERIFF'S OFFICE Total:		93.24
Vendor: 00786 - SHERWIN WILLIAMS		
Fund: 111 - GENERAL		
BLDG MAINT PARK	BUILDING MAINTENANCE	76.74
BLDG MAINT PARK	BUILDING MAINTENANCE	123.44
Fund 111 - GENERAL Total:		200.18
Vendor 00786 - SHERWIN WILLIAMS Total:		200.18
Vendor: 01031 - SIMON CONTRACTORS		
Fund: 212 - TRANSPORTATION		
RECYCLED BASE GRAVEL	STREET REPAIR SUPPLIES	230.72
CONCRETE FOR STREET REPAIR	STREET MAINTENANCE	1,260.75
CONCRETE FOR STREET REPAIR	STREET MAINTENANCE	1,076.25
CONCRETE FOR STREET REPAIR	STREET MAINTENANCE	1,168.50
CONCRETE FOR STREET REPAIR	STREET MAINTENANCE	1,199.25
CONCRETE FOR STREET REPAIR	STREET MAINTENANCE	922.50
CONCRETE FOR STREET REPAIR	STREET MAINTENANCE	553.50
CONCRETE FOR STREET REPAIR	STREET MAINTENANCE	553.50
CONCRETE FOR STREET REPAIR	STREET MAINTENANCE	922.50
CONCRETE FOR STREET REPAIR	STREET MAINTENANCE	922.50
RECYCLED BASE GRAVEL	STREET REPAIR SUPPLIES	217.92
CONCRETE FOR STREET REPAIR	STREET MAINTENANCE	922.50
CONCRETE FOR STREET REPAIR	STREET MAINTENANCE	676.50
Fund 212 - TRANSPORTATION Total:		10,626.89
Vendor 01031 - SIMON CONTRACTORS Total:		10,626.89
Vendor: 00513 - SNELL SERVICES INC.		
Fund: 111 - GENERAL		
ELECTRICAL MAINT PARK	ELECTRICAL MAINTENANCE	8,504.00
ELECTRICAL PARK	ELECTRICAL MAINTENANCE	1,133.50
Bldg. Main.	BUILDING MAINTENANCE	1,830.00

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Description (Payable)	Account Name	Amount
Bldg. Main.	BUILDING MAINTENANCE	241.40
DEPT SUPP ADM	DEPARTMENT SUPPLIES	48.00
Fund 111 - GENERAL Total:		11,756.90
Fund: 213 - CEMETERY		
ELECT MAINT CEM	ELECTRICAL MAINTENANCE	718.71
Fund 213 - CEMETERY Total:		718.71
Vendor 00513 - SNELL SERVICES INC. Total:		12,475.61
Vendor: 09663 - SOUNDSLEEPER SECURITY INC.		
Fund: 631 - WASTEWATER		
CONTRACTUAL SVC	CONTRACTUAL SERVICES	800.00
Fund 631 - WASTEWATER Total:		800.00
Fund: 641 - WATER		
CONTRACTUAL SVC	CONTRACTUAL SERVICES	800.00
Fund 641 - WATER Total:		800.00
Vendor 09663 - SOUNDSLEEPER SECURITY INC. Total:		1,600.00
Vendor: 02275 - STANARD & ASSOCIATES INC.		
Fund: 111 - GENERAL		
TESTING SUPPLIES - POLICE SGT. RECRUITMENT		307.50
FIREFIGHTER TESTING EXAM 5-...	RECRUITMENT	177.50
Fund 111 - GENERAL Total:		485.00
Vendor 02275 - STANARD & ASSOCIATES INC. Total:		485.00
Vendor: 00054 - STATE HEALTH LAB		
Fund: 641 - WATER		
SAMPLES	SAMPLES	610.00
Fund 641 - WATER Total:		610.00
Vendor 00054 - STATE HEALTH LAB Total:		610.00
Vendor: 01235 - STATE OF NE.		
Fund: 111 - GENERAL		
CONTRACTUAL-PD	CONTRACTUAL SERVICES	840.00
Fund 111 - GENERAL Total:		840.00
Vendor 01235 - STATE OF NE. Total:		840.00
Vendor: 09542 - SUBWAY 6906		
Fund: 111 - GENERAL		
MEALS - CSC FIREFIGHTER EXAM	RECRUITMENT	31.43
Fund 111 - GENERAL Total:		31.43
Vendor 09542 - SUBWAY 6906 Total:		31.43
Vendor: 09343 - SUNSET LAW ENFORCEMENT, LTD		
Fund: 111 - GENERAL		
FIREARMS-PD	FIREARMS SUPPLIES	2,363.98
Fund 111 - GENERAL Total:		2,363.98
Vendor 09343 - SUNSET LAW ENFORCEMENT, LTD Total:		2,363.98
Vendor: 01967 - SWANK MOTION PICTURES INC		
Fund: 111 - GENERAL		
SPECIAL EVENT	SPECIAL EVENTS	465.00
Fund 111 - GENERAL Total:		465.00
Vendor 01967 - SWANK MOTION PICTURES INC Total:		465.00
Vendor: 00063 - TOMMY'S JOHNNYS INC		
Fund: 111 - GENERAL		
CONTRACTUAL PARK	CONTRACTUAL SERVICES	-475.00
Fund 111 - GENERAL Total:		-475.00
Vendor 00063 - TOMMY'S JOHNNYS INC Total:		-475.00

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Description (Payable)	Account Name	Amount
Vendor: 08002 - TOYOTA MOTOR CREDIT CORPORATION		
Fund: 218 - PUBLIC SAFETY		
HIDTA CAR LEASE-PD	DEPARTMENT SUPPLIES	343.53
Fund 218 - PUBLIC SAFETY Total:		343.53
Vendor 08002 - TOYOTA MOTOR CREDIT CORPORATION Total:		343.53
Vendor: 00834 - TWIN CITIES DEVELOPMENT ASSOC, INC		
Fund: 224 - ECONOMIC DEVELOPMENT		
WORKFORCE HOUSING - MATC...	ECONOMIC DEVELOPMENT	350,000.00
Fund 224 - ECONOMIC DEVELOPMENT Total:		350,000.00
Vendor 00834 - TWIN CITIES DEVELOPMENT ASSOC, INC Total:		350,000.00
Vendor: 09865 - UNION BANK & TRUST		
Fund: 713 - CASH & INVESTMENT POOL		
RETIREMENT	REGULAR RETIRE EE PAY	7,675.27
RETIREMENT	REGULAR RETIRE EE PAY	8,037.86
RETIREMENT	DEFERRED COMP EE PAY	533.77
RETIREMENT	DEFERRED COMP EE PAY	490.00
RETIREMENT	DEFERRED COMP EE PAY	1,955.54
RETIREMENT	RETIRE FIRE EE PAYABLE	4,878.10
RETIREMENT	RETIRE FIRE EE PAYABLE	2,604.03
RETIREMENT	RETIRE POLICE EE PAY	5,679.13
RETIREMENT	RETIRE POLICE EE PAY	5,294.98
Fund 713 - CASH & INVESTMENT POOL Total:		37,148.68
Vendor 09865 - UNION BANK & TRUST Total:		37,148.68
Vendor: 09840 - UNITED STATES WELDING		
Fund: 621 - ENVIRONMENTAL SERVICES		
CO2 TANK RENTALS	DEPARTMENT SUPPLIES	43.30
Fund 621 - ENVIRONMENTAL SERVICES Total:		43.30
Vendor 09840 - UNITED STATES WELDING Total:		43.30
Vendor: 08828 - US BANK		
Fund: 111 - GENERAL		
Prgmg.	PROGRAMMING	1.00
FUEL AT HAZMAT TECH SCHOOL	GASOLINE	30.00
TIME VALUE SOFTWARE - E.LO...	DEPARTMENT SUPPLIES	35.00
FUEL AT HAZMAT TECH SCHOOL	GASOLINE	30.89
DEPT SUPP HR	DEPARTMENT SUPPLIES	38.51
FUEL TRAVEL FROM HAZMAT T...	GASOLINE	32.21
Dep. Sup.	DEPARTMENT SUPPLIES	11.99
Sch & Conf.	SCHOOL & CONFERENCE	209.00
CPA LIC. RENEWAL - E. LOUTZE...	MEMBERSHIPS	175.00
SCHOOLS & CONF-PD	SCHOOL & CONFERENCE	480.00
Cont. Svcs.	CONTRACTUAL SERVICES	119.00
GLOVES FOR PHYSICAL FITNESS ...	DEPARTMENT SUPPLIES	19.97
UNIFORMS REC	UNIFORMS & CLOTHING	43.58
FINANCE CONF - LONM - E.LOU...	SCHOOL & CONFERENCE	335.00
CERTIFIED MAIL - FIRE PREVENT...	POSTAGE	7.40
SCHOOLS & CONF-PD	SCHOOL & CONFERENCE	550.00
SCHOOLS & CONF-PD	SCHOOL & CONFERENCE	425.00
SCHOOLS & CONF-PD	SCHOOL & CONFERENCE	149.70
UNIFORMS	UNIFORMS & CLOTHING	997.68
UNIFORMS	UNIFORMS & CLOTHING	893.56
Prgmg.	PROGRAMMING	17.99
Prgmg.	PROGRAMMING	1.00
UNIFORMS REC	UNIFORMS & CLOTHING	-2.85
Fund 111 - GENERAL Total:		4,600.63
Fund: 224 - ECONOMIC DEVELOPMENT		
SCHOOL & CONF ED	SCHOOL & CONFERENCE	35.91
Fund 224 - ECONOMIC DEVELOPMENT Total:		35.91

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Description (Payable)	Account Name	Amount
Fund: 631 - WASTEWATER		
SCHOOLS & CONF	SCHOOL & CONFERENCE	895.00
SCHOOLS & CONF	SCHOOL & CONFERENCE	895.00
Fund 631 - WASTEWATER Total:		1,790.00
Fund: 661 - STORMWATER		
DEPT SUP	DEPARTMENT SUPPLIES	200.00
DEPT SUP	DEPARTMENT SUPPLIES	14.99
Fund 661 - STORMWATER Total:		214.99
Vendor 08828 - US BANK Total:		6,641.53
Vendor: 09412 - US COMPOSTING COUNCIL		
Fund: 631 - WASTEWATER		
MEMBERSHIPS	MEMBERSHIPS	430.00
Fund 631 - WASTEWATER Total:		430.00
Vendor 09412 - US COMPOSTING COUNCIL Total:		430.00
Vendor: 00022 - WALMART		
Fund: 111 - GENERAL		
DEPT SUPPL-PD	DEPARTMENT SUPPLIES	80.34
SUPPLIES	DEPARTMENT SUPPLIES	12.00
SUPPLIES	RECRUITMENT	9.96
DEPT SUPP PARK	DEPARTMENT SUPPLIES	92.68
DEPTSUPP ADM	DEPARTMENT SUPPLIES	388.00
DEPTSUPP ADM	DEPARTMENT SUPPLIES	24.88
DRINKING WATER, BINDERS	DEPARTMENT SUPPLIES	25.93
DEPT SUPPL-PD	DEPARTMENT SUPPLIES	31.07
BATTERIES, PROPANE EXCHAN...	DEPARTMENT SUPPLIES	31.16
HR RECRUITMENT	RECRUITMENT	9.79
Fund 111 - GENERAL Total:		705.81
Fund: 212 - TRANSPORTATION		
SUPPLIES	DEPARTMENT SUPPLIES	4.00
Fund 212 - TRANSPORTATION Total:		4.00
Fund: 621 - ENVIRONMENTAL SERVICES		
SUPPLIES	DEPARTMENT SUPPLIES	4.00
Fund 621 - ENVIRONMENTAL SERVICES Total:		4.00
Fund: 661 - STORMWATER		
DEPT SUP	DEPARTMENT SUPPLIES	12.07
DEPT SUP	DEPARTMENT SUPPLIES	-12.07
DEPT SUP	DEPARTMENT SUPPLIES	11.28
Fund 661 - STORMWATER Total:		11.28
Fund: 721 - GIS SERVICES		
DEPT SUPP GIS	DEPARTMENT SUPPLIES	244.00
DEPT SUPP GIS	DEPARTMENT SUPPLIES	51.72
Fund 721 - GIS SERVICES Total:		295.72
Vendor 00022 - WALMART Total:		1,020.81
Vendor: 04965 - WATER ENVIRONMENT FEDERATION		
Fund: 631 - WASTEWATER		
MEMBERSHIPS	MEMBERSHIPS	83.00
Fund 631 - WASTEWATER Total:		83.00
Vendor 04965 - WATER ENVIRONMENT FEDERATION Total:		83.00
Vendor: 03674 - WELLS FARGO BANK, N.A.		
Fund: 713 - CASH & INVESTMENT POOL		
WAGE ATTACHMENT	WAGE ATTACHMENT EE PAY	96.47
Fund 713 - CASH & INVESTMENT POOL Total:		96.47
Vendor 03674 - WELLS FARGO BANK, N.A. Total:		96.47

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Description (Payable)	Account Name	Amount
Vendor: 06089 - WESTERN COOPERATIVE COMPANY		
Fund: 111 - GENERAL		
GRUOND MAINT PARK	GROUNDS MAINTENANCE	2,250.10
DEPT SUPP PARK	DEPARTMENT SUPPLIES	77.98
Fund 111 - GENERAL Total:		2,328.08
Vendor 06089 - WESTERN COOPERATIVE COMPANY Total:		2,328.08
Vendor: 00262 - WESTERN NE COMMUNITY COLLEGE		
Fund: 111 - GENERAL		
SCHOOLS & CONF-PD	SCHOOL & CONFERENCE	30.00
Fund 111 - GENERAL Total:		30.00
Vendor 00262 - WESTERN NE COMMUNITY COLLEGE Total:		30.00
Vendor: 09672 - WESTERN STATES BANK		
Fund: 321 - TIF PROJECTS		
TIF REGANIS REDEV 4/30/21	DEBT SVC(PRINC) - TIF	9,613.33
TIF REGANIS REDEV 4/30/21	DEBT SVC (INT) - TIF	11,082.32
Fund 321 - TIF PROJECTS Total:		20,695.65
Vendor 09672 - WESTERN STATES BANK Total:		20,695.65
Vendor: 02378 - WESTERN SURETY COMPANY		
Fund: 111 - GENERAL		
PUBLIC EMPLOYEE BLANKET B...	LIABILITY INSURANCE	950.00
Fund 111 - GENERAL Total:		950.00
Vendor 02378 - WESTERN SURETY COMPANY Total:		950.00
Vendor: 08851 - WHITING SIGNS		
Fund: 111 - GENERAL		
REFLECTIVE BUILDING INFO SIG...	DEPARTMENT SUPPLIES	65.00
VEH MAINT-PD	VEHICLE MAINTENANCE	65.00
Fund 111 - GENERAL Total:		130.00
Vendor 08851 - WHITING SIGNS Total:		130.00
Vendor: 10247 - WILSON DONNA		
Fund: 213 - CEMETERY		
QUITCLAIM DEED WILSON	MISCELLANEOUS	125.00
Fund 213 - CEMETERY Total:		125.00
Vendor 10247 - WILSON DONNA Total:		125.00
Vendor: 03709 - WYOMING CHILD SUPPORT ENFORCEMENT		
Fund: 713 - CASH & INVESTMENT POOL		
CHILD SUPPORT	CHILD SUPPORT EE PAY	738.08
Fund 713 - CASH & INVESTMENT POOL Total:		738.08
Vendor 03709 - WYOMING CHILD SUPPORT ENFORCEMENT Total:		738.08
Vendor: 02057 - YOUNG MEN'S CHRISTIAN ASSOCIATION OF SCOTTSBLUFF, NE		
Fund: 111 - GENERAL		
LIFEGUARD TRAINING	SCHOOL & CONFERENCE	60.00
Fund 111 - GENERAL Total:		60.00
Vendor 02057 - YOUNG MEN'S CHRISTIAN ASSOCIATION OF SCOTTSBLUFF, NE Total:		60.00
Vendor: 03379 - ZM LUMBER INC		
Fund: 111 - GENERAL		
DEPT SUPP PARK	DEPARTMENT SUPPLIES	168.69
DEPT SUPP PARK	DEPARTMENT SUPPLIES	5.99
DEPT SUPP PARK	DEPARTMENT SUPPLIES	168.69
GROUND MAINT PARK	GROUNDS MAINTENANCE	5.79
BLDG MAINT PARK	BUILDING MAINTENANCE	12.18
DEPT SUPP PARK	DEPARTMENT SUPPLIES	-168.69
Fund 111 - GENERAL Total:		192.65

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Description (Payable)	Account Name	Amount
Fund: 212 - TRANSPORTATION		
SUPP - HEM FIR	DEPARTMENT SUPPLIES	265.30
Fund 212 - TRANSPORTATION Total:		265.30
Vendor 03379 - ZM LUMBER INC Total:		457.95
Grand Total:		1,317,889.22

Report Summary

Fund Summary

Fund	Expense Amount	Payment Amount
111 - GENERAL	362,118.15	841.97
212 - TRANSPORTATION	30,954.63	0.00
213 - CEMETERY	7,146.80	0.00
215 - SPECIAL PROJECTS	20,767.00	0.00
218 - PUBLIC SAFETY	17,560.33	0.00
223 - KENO	5,078.70	0.00
224 - ECONOMIC DEVELOPMENT	356,520.16	0.00
321 - TIF PROJECTS	129,634.16	0.00
621 - ENVIRONMENTAL SERVICES	12,439.92	207.14
631 - WASTEWATER	75,813.84	12,178.38
641 - WATER	24,904.00	8,178.88
661 - STORMWATER	3,534.48	684.86
713 - CASH & INVESTMENT POOL	111,871.46	111,871.46
721 - GIS SERVICES	331.46	0.00
725 - CENTRAL GARAGE	1,490.58	0.00
812 - HEALTH INSURANCE	157,723.55	113,437.98
Grand Total:	1,317,889.22	247,400.67

Account Summary

Account Number	Account Name	Expense Amount	Payment Amount
111-21311	SALES TAX PAYABLE	366.97	366.97
111-52111-111	DEPARTMENT SUPPLIES	916.04	0.00
111-52111-112	DEPARTMENT SUPPLIES	183.47	0.00
111-52111-114	DEPARTMENT SUPPLIES	42.00	0.00
111-52111-116	DEPARTMENT SUPPLIES	22,584.06	0.00
111-52111-121	DEPARTMENT SUPPLIES	146.98	0.00
111-52111-141	DEPARTMENT SUPPLIES	876.30	0.00
111-52111-142	DEPARTMENT SUPPLIES	989.09	0.00
111-52111-151	DEPARTMENT SUPPLIES	403.71	0.00
111-52111-171	DEPARTMENT SUPPLIES	1,591.77	0.00
111-52111-172	DEPARTMENT SUPPLIES	1,381.47	0.00
111-52114-172	CONCESSION SUPPLIES	457.10	0.00
111-52121-141	JANITORIAL SUPPLIES	21.99	0.00
111-52121-142	JANITORIAL SUPPLIES	21.99	0.00
111-52121-151	JANITORIAL SUPPLIES	240.49	0.00
111-52121-171	JANITORIAL SUPPLIES	203.46	0.00
111-52134-172	SPECIAL EVENTS	465.00	0.00
111-52162-142	FIREARMS SUPPLIES	2,363.98	0.00
111-52181-142	UNIFORMS & CLOTHING	511.32	0.00
111-52181-172	UNIFORMS & CLOTHING	1,931.97	0.00
111-52222-151	COLLECTIONS	409.42	0.00
111-52223-151	PROGRAMMING	1,116.34	0.00
111-52311-111	MEMBERSHIPS	175.00	0.00
111-52411-112	POSTAGE	22.82	0.00
111-52411-141	POSTAGE	7.40	0.00
111-52511-141	GASOLINE	93.10	0.00
111-52511-171	GASOLINE	136.31	0.00
111-53111-116	CONTRACTUAL SERVICES	5,237.75	0.00
111-53111-121	CONTRACTUAL SERVICES	60.00	0.00
111-53111-142	CONTRACTUAL SERVICES	7,017.65	0.00
111-53111-151	CONTRACTUAL SERVICES	639.00	0.00
111-53111-171	CONTRACTUAL SERVICES	1,225.00	475.00
111-53121-142	CONSULTING SERVICES	35.00	0.00
111-53211-142	LEGAL FEES	93.24	0.00
111-53421-141	BUILDING MAINTENANCE	258.00	0.00
111-53421-142	BUILDING MAINTENANCE	258.00	0.00
111-53421-151	BUILDING MAINTENANCE	2,496.40	0.00

Account Summary

Account Number	Account Name	Expense Amount	Payment Amount
111-53421-171	BUILDING MAINTENANCE	574.79	0.00
111-53421-172	BUILDING MAINTENANCE	322.86	0.00
111-53431-171	ELECTRICAL MAINTENAN...	9,637.50	0.00
111-53441-141	EQUIPMENT MAINTENAN...	1,374.12	0.00
111-53441-142	EQUIPMENT MAINTENAN...	425.91	0.00
111-53441-171	EQUIPMENT MAINTENAN...	341.59	0.00
111-53441-172	EQUIPMENT MAINTENAN...	12,007.64	0.00
111-53451-142	VEHICLE MAINTENANCE	354.30	0.00
111-53451-171	VEHICLE MAINTENANCE	63.00	0.00
111-53471-171	GROUNDS MAINTENANCE	5,512.00	0.00
111-53521-111	HEATING FUEL	132.64	0.00
111-53521-141	HEATING FUEL	76.64	0.00
111-53521-142	HEATING FUEL	110.75	0.00
111-53521-151	HEATING FUEL	96.81	0.00
111-53521-171	HEATING FUEL	332.40	0.00
111-53521-172	HEATING FUEL	115.47	0.00
111-53561-111	PHONE & INTERNET	248.92	0.00
111-53561-112	PHONE & INTERNET	76.33	0.00
111-53561-114	PHONE & INTERNET	35.74	0.00
111-53561-115	PHONE & INTERNET	39.22	0.00
111-53561-116	PHONE & INTERNET	160.00	0.00
111-53561-121	PHONE & INTERNET	148.11	0.00
111-53561-141	PHONE & INTERNET	343.13	0.00
111-53561-142	PHONE & INTERNET	2,504.75	0.00
111-53561-151	PHONE & INTERNET	449.26	0.00
111-53561-171	PHONE & INTERNET	241.32	0.00
111-53561-172	PHONE & INTERNET	13.05	0.00
111-53571-141	CELLULAR PHONE	318.17	0.00
111-53631-142	RENT-MACHINES	219.56	0.00
111-53711-111	SCHOOL & CONFERENCE	335.00	0.00
111-53711-112	SCHOOL & CONFERENCE	60.00	0.00
111-53711-142	SCHOOL & CONFERENCE	2,834.79	0.00
111-53711-151	SCHOOL & CONFERENCE	209.00	0.00
111-53741-112	TUITION SUPPORT	600.00	0.00
111-53751-114	COMMUNITY DEVELOPM...	2,100.00	0.00
111-53811-111	BONDING	32.50	0.00
111-53811-115	BONDING	16.25	0.00
111-53811-142	BONDING	292.50	0.00
111-53831-111	LIABILITY INSURANCE	950.00	0.00
111-53913-112	RECRUITMENT	536.18	0.00
111-54311-171	STRUCTURES	104,122.50	0.00
111-54391-171	PATHWAY	158,773.86	0.00
212-52111-212	DEPARTMENT SUPPLIES	13,476.30	0.00
212-52171-212	STREET REPAIR SUPPLIES	2,962.36	0.00
212-52531-212	OIL & ANTIFREEZE	17.37	0.00
212-53111-212	CONTRACTUAL SERVICES	493.93	0.00
212-53421-212	BUILDING MAINTENANCE	608.00	0.00
212-53441-212	EQUIPMENT MAINTENAN...	35.70	0.00
212-53451-212	VEHICLE MAINTENANCE	2,366.69	0.00
212-53491-212	STREET MAINTENANCE	10,178.25	0.00
212-53521-212	HEATING FUEL	385.41	0.00
212-53561-212	PHONE & INTERNET	430.62	0.00
213-52111-213	DEPARTMENT SUPPLIES	4,786.33	0.00
213-52999-213	MISCELLANEOUS	875.00	0.00
213-53111-213	CONTRACTUAL SERVICES	135.00	0.00
213-53211-213	LEGAL FEES	60.00	0.00
213-53431-213	ELECTRICAL MAINTENAN...	718.71	0.00
213-53441-213	EQUIPMENT MAINTENAN...	479.02	0.00

Account Summary

Account Number	Account Name	Expense Amount	Payment Amount
213-53561-213	PHONE & INTERNET	76.49	0.00
213-53811-213	BONDING	16.25	0.00
215-52111-141	DEPARTMENT SUPPLIES	9,867.00	0.00
215-52931-111	INSURED REPAIRS/REPLA...	10,900.00	0.00
218-52111-142	DEPARTMENT SUPPLIES	17,560.33	0.00
223-52111-171	DEPARTMENT SUPPLIES	4,971.20	0.00
223-53111-113	CONTRACTUAL SERVICES	107.50	0.00
224-53111-114	CONTRACTUAL SERVICES	22.50	0.00
224-53561-113	PHONE & INTERNET	78.42	0.00
224-53711-113	SCHOOL & CONFERENCE	35.91	0.00
224-59111-114	ECONOMIC DEVELOPME...	356,383.33	0.00
321-57221-111	DEBT SVC(PRINC) - TIF	60,236.82	0.00
321-57222-111	DEBT SVC (INT) - TIF	69,397.34	0.00
621-21311	SALES TAX PAYABLE	207.14	207.14
621-52111-621	DEPARTMENT SUPPLIES	4,328.73	0.00
621-53111-621	CONTRACTUAL SERVICES	774.53	0.00
621-53193-621	DISPOSAL FEES	800.00	0.00
621-53441-621	EQUIPMENT MAINTENAN...	2,329.60	0.00
621-53451-621	VEHICLE MAINTENANCE	3,628.23	0.00
621-53521-621	HEATING FUEL	144.77	0.00
621-53561-621	PHONE & INTERNET	226.92	0.00
631-21311	SALES TAX PAYABLE	12,178.38	12,178.38
631-52111-631	DEPARTMENT SUPPLIES	4,069.79	0.00
631-52311-631	MEMBERSHIPS	513.00	0.00
631-52411-631	POSTAGE	1,057.28	0.00
631-53111-631	CONTRACTUAL SERVICES	4,765.56	0.00
631-53195-631	ADMIN COSTS & FEES	759.77	0.00
631-53441-631	EQUIPMENT MAINTENAN...	3,564.46	0.00
631-53451-631	VEHICLE MAINTENANCE	59.23	0.00
631-53531-631	ELECTRIC POWER	13,270.05	0.00
631-53561-631	PHONE & INTERNET	214.35	0.00
631-53711-631	SCHOOL & CONFERENCE	1,790.00	0.00
631-57110-631	DEBT SERVICE-PRINCIPAL	31,292.67	0.00
631-57115-631	DEBT SERVICE-INTEREST	2,279.30	0.00
641-21311	SALES TAX PAYABLE	8,178.88	8,178.88
641-52111-641	DEPARTMENT SUPPLIES	1,101.10	0.00
641-52117-641	SAMPLES	1,056.00	0.00
641-52411-641	POSTAGE	100.60	0.00
641-52611-641	CHEMICALS	3,879.28	0.00
641-53111-641	CONTRACTUAL SERVICES	2,087.91	0.00
641-53451-641	VEHICLE MAINTENANCE	24.58	0.00
641-53521-641	HEATING FUEL	125.82	0.00
641-53531-641	ELECTRIC POWER	8,038.60	0.00
641-53561-641	PHONE & INTERNET	186.23	0.00
641-59211-641	LICENSE/PERMITS	125.00	0.00
661-21311	SALES TAX PAYABLE	684.86	684.86
661-52111-661	DEPARTMENT SUPPLIES	226.27	0.00
661-53111-661	CONTRACTUAL SERVICES	2,587.50	0.00
661-53561-661	PHONE & INTERNET	35.85	0.00
713-21512	MEDICARE W/H EE PAYAB...	7,831.96	7,831.96
713-21513	FICA W/H EE PAYABLE	28,822.48	28,822.48
713-21514	FED W/H EE PAYABLE	23,615.54	23,615.54
713-21517	POL UNION DUES EE PAY	975.00	975.00
713-21518	FIRE UNION DUES EE PAY	280.00	280.00
713-21523	LIFE INS EE PAYABLE	22.75	22.75
713-21524	SMEC EE PAYABLE	156.27	156.27
713-21527	WAGE ATTACHMENT EE ...	96.47	96.47
713-21528	REGULAR RETIRE EE PAY	15,713.13	15,713.13

Account Summary

Account Number	Account Name	Expense Amount	Payment Amount
713-21529	DEFERRED COMP EE PAY	2,979.31	2,979.31
713-21531	RETIRE FIRE EE PAYABLE	7,482.13	7,482.13
713-21533	RETIRE POLICE EE PAY	10,974.11	10,974.11
713-21539	CHILD SUPPORT EE PAY	2,053.18	2,053.18
713-21541	HSA EE PAYABLE	10,869.13	10,869.13
721-52111-721	DEPARTMENT SUPPLIES	295.72	0.00
721-53561-721	PHONE & INTERNET	35.74	0.00
725-52111-725	DEPARTMENT SUPPLIES	109.83	0.00
725-52181-725	UNIFORMS & CLOTHING	10.80	0.00
725-53111-725	CONTRACTUAL SERVICES	18.46	0.00
725-53441-725	EQUIPMENT MAINTENAN...	1,218.27	0.00
725-53521-725	HEATING FUEL	95.60	0.00
725-53561-725	PHONE & INTERNET	37.62	0.00
812-53861-112	PREMIUM EXPENSE	44,285.57	0.00
812-53862-112	CLAIMS EXPENSE	112,477.30	112,477.30
812-53863-112	FLEXIBLE BENFT EXPENSES	960.68	960.68
Grand Total:		1,317,889.22	247,400.67

Project Account Summary

Project Account Key	Expense Amount	Payment Amount
None	1,174,161.91	247,400.67
2118652931	10,900.00	0.00
21852111142	343.53	0.00
3121657221	11,295.38	0.00
3121657222	5,433.26	0.00
3121757221	9,613.33	0.00
3121757222	11,082.32	0.00
3121857221	39,328.11	0.00
3121857222	18,252.47	0.00
3122257222	11,992.80	0.00
3122357222	21,383.79	0.00
3122557222	1,252.70	0.00
6002052111	226.27	0.00
6002053111	2,587.50	0.00
6002053561	35.85	0.00
Grand Total:	1,317,889.22	247,400.67

City of Scottsbluff, Nebraska

Monday, June 7, 2021

Regular Meeting

Item Pub. Hear.1

Council to conduct a public hearing set for this date at 6:00 p.m. to consider a revision to the 2021 One year Street Plan and approve the Resolution.

Staff Contact: Mark Bohl, Public Works Director

Agenda Statement

Item No.

For Meeting of: June 7, 2021

AGENDA TITLE: Hold a public hearing for a revision to the 2021 One Year Street Improvement Plan and approve resolution for this revision.

SUBMITTED BY: Mark Bohl, Director of Public Works

PRESENTATION BY: Mark Bohl, Director of Public Works

SUMMARY EXPLANATION: Hold a public hearing for the revision of Avenue B Overlay Project. The One Year Street Improvement Plan needs to be amended for the milling and overlay from Avenue B to Avenue I on West Overland. This project is being added to the One Year Plan, as additional funding has become available. Need Council approval for this revision and Mayor sign resolution for this revision. A copy of this revision will be kept on file with the Public Works Department.

BOARD/COMMISSION RECOMMENDATION:

STAFF RECOMMENDATION: Council approve revision and Mayor sign resolution.

EXHIBITS

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

Other (specify) ☒ Resolution, Revision and Map

Notification List: Yes ☐ No ☐ Further Instructions ☐

APPROVAL FOR SUBMITTAL: _____
City Manager

One- And Six-Year Plan Highway, Road or Street Improvement Work/Project

GENERAL INFO	Name (County or Municipality): Scottsbluff		<input type="checkbox"/> Existing W/P <input checked="" type="checkbox"/> New W/P <input type="checkbox"/> Revision W/P	
	Work/Project (W/P) Number: M-536(299)		Work/Project Length: .4 Miles	
	Other Work/Project Number:		Control Number:	
	Interlocal Agreement: <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No		If Yes, Name of Other Entity:	
	Location: West Overland from Avenue B to Avenue I			
	Description: Mill and overlay with pavement markings			
REVISIONS	If Revision, describe the changes:			
	Notification of Revision of One-Year Plan? <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No			
STDS	Functional Class: National: Urban Minor Arterial		State: Other Arterial	
	Design Speed: 35 MPH		Posted/Anticipated Speed = 30 MPH	
TRAFFIC	Avg Daily Traffic: Initial Year 2021 VPD 2400		Hvy Trucks % 5	
	Design Year 2041 VPD 2900		Hvy Trucks % 5	
ROADWAY	HIGHWAY, ROAD OR STREET		EXISTING	
	Surface Type: Asphalt		Width (ft): 40'	
BRIDGES & STRUCTURES	PROPOSED IMPROVEMENT		Surface Type: Asphalt	
	Thickness (in): 3"		Width (ft): 40'	
OTHER SCOPE	Shoulders: Curb and Gutter		Work Type	
	BRIDGES AND STRUCTURES		EXISTING	
ANALYSES	Structure Number(s):		Condition	
	City/County - NBIS		SR SD FO	
FINANCIAL	Other Scope of Work:		PROPOSED IMPROVEMENT	
	<input type="checkbox"/> Add Auxiliary Lane(s) <input type="checkbox"/> Sidewalk/Trail <input type="checkbox"/> Removal of Roadside Obstacles <input type="checkbox"/> Flatten Vertical Curve(s) <input checked="" type="checkbox"/> Other: Mill and Overlay		<input type="checkbox"/> Grading <input type="checkbox"/> Guardrail <input type="checkbox"/> Fencing <input type="checkbox"/> Curb Work <input type="checkbox"/> Curb Ramp(s)	
	<input type="checkbox"/> Acquire Right of Way <input type="checkbox"/> Other Utilities Work <input type="checkbox"/> Lighting <input type="checkbox"/> Traffic Control Devices <input type="checkbox"/> Construction Detour		<input type="checkbox"/> Remove Existing Bridge/Structure <input type="checkbox"/> Bridge Re-deck <input type="checkbox"/> Bridge Rail <input type="checkbox"/> Storm Sewer or Culverts <input type="checkbox"/> Erosion Control	
	Drainage Study Completed for Structures/Drainage Facilities		Work/Project Relaxation of Standards Requested	
	<input type="checkbox"/> Yes <input type="checkbox"/> Pending <input checked="" type="checkbox"/> N/A		<input type="checkbox"/> Yes <input type="checkbox"/> Pending <input checked="" type="checkbox"/> N/A	
	Analyses Completed: Cost Effective Analysis		Other Benefit/Cost Analysis	
	<input type="checkbox"/> Yes <input type="checkbox"/> Pending <input checked="" type="checkbox"/> N/A		<input type="checkbox"/> Yes <input type="checkbox"/> Pending <input checked="" type="checkbox"/> N/A	
	Nebraska licensed engineer providing design and construction phases services:		<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No	
	Construction Period (estimated): Summer of 2021			
	Other Funds to be Applied:		Federal Fund Purchase Program	
	<input type="checkbox"/> L8960 County Bridge Match Program <input type="checkbox"/> State-Aid Bridge Fund <input type="checkbox"/> State Recreation Road Fund <input type="checkbox"/> Federal Funds thru NDOR <input type="checkbox"/> Other:			
	Estimated Costs		Total	
	County Municipality State Federal Other		Total	
	(1,000) 420		420	
	Print Name: Philip Mark Bohl		Title:	
	Signature: Philip Mark Bohl		Date: May 18, 2021	

2017 NBCS Interim Form (non-mandatory)

RESOLUTION NO. _____

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

1. The City Council desires to include this amended project M-536 (299) in the 2021 One and Six Year Street Improvement Plan to mill and overlay Avenue B to Avenue I on West Overland.
2. The project to be amended is set forth on the attached Board of Public Roads and Classifications and Standards; Form 10 Notification of Revision of One-Year Plan.
3. The 2021 One-Year Plan is adopted to include this amendment.
4. A copy of this Revision of One-Year Plan will be on file with the Public Works Department and is available for inspection for the Board of Public Roads Classifications and Standards.
5. This Resolution shall become effective following its passage and approval.

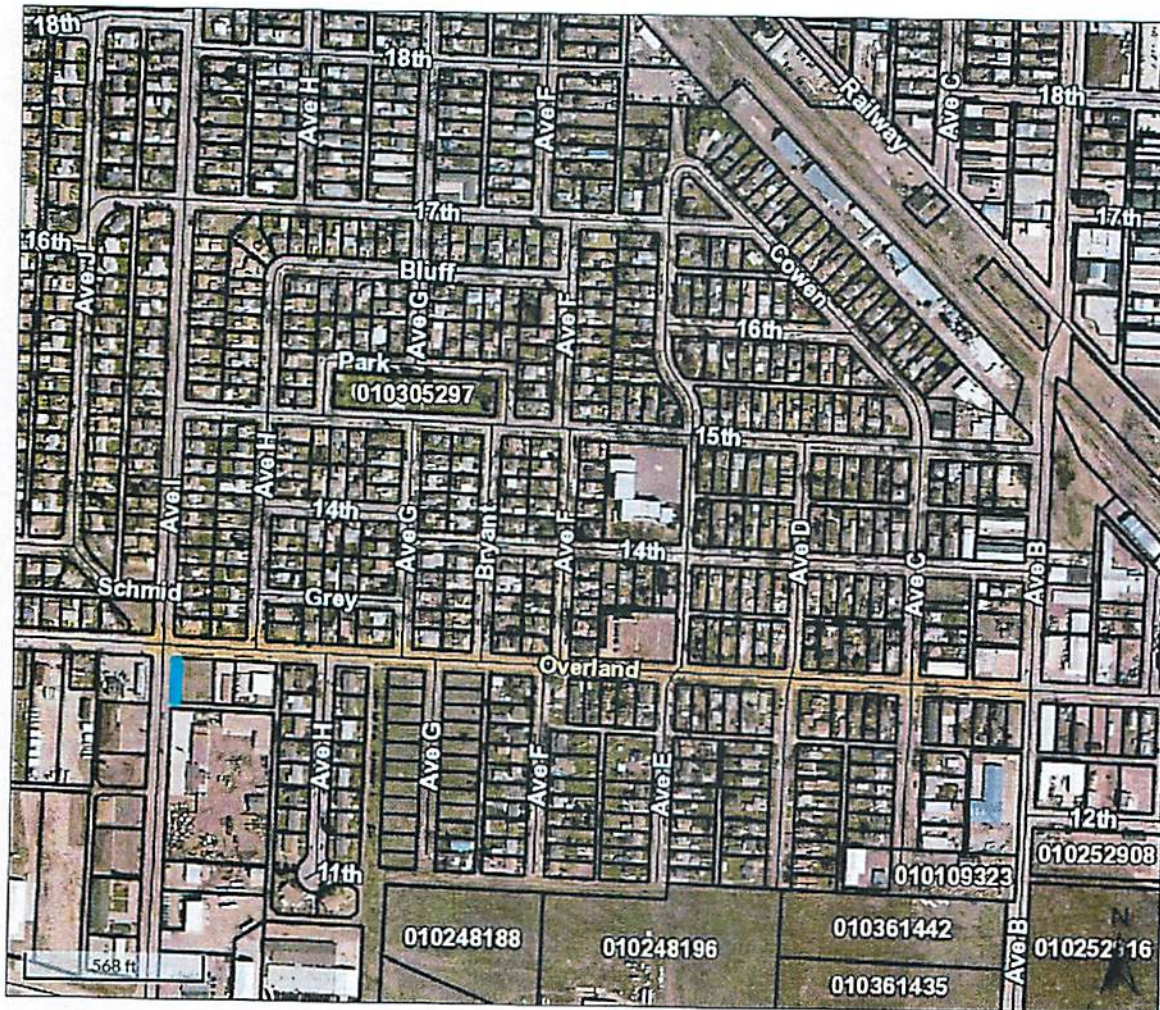
PASSED AND APPROVED THIS _____ day of June, 2021.

Mayor

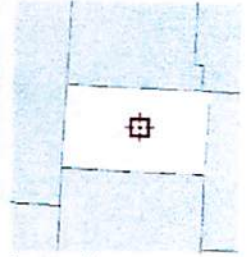
ATTEST:

City Clerk

"seal"



Overview



Legend

- Tax Parcels
- Roads

Parcel ID	010303154	Alternate ID	n/a	Owner Address	SCOTTSBLUFF/CITY OF
Sec/Twp/Rng	26/22/55	Class	n/a		C/O HOWARD OLSEN
Property Address		Acreage	n/a		1502 2ND AVE
					SCOTTSBLUFF NE 69361
District	n/a				
Brief Tax Description	W 17' OF LT 4, GRAVES ADD				
	(Note: Not to be used on legal documents)				

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

Date created: 5/25/2021

Developed by  **Schneider**
GEOSPATIAL

City of Scottsbluff, Nebraska

Monday, June 7, 2021

Regular Meeting

Item Pub. Hear.2

Council to discuss and consider action on Change Order No. 1 for the Avenue B Mill and Overlay Project and authorize the Mayor to sign the Change Order.

Staff Contact: Mark Bohl, Public Works Director

Agenda Statement

Item No.

For Meeting of: June 7, 2021

AGENDA TITLE: Council approve Change Order No. 1 for the Avenue B Mill and Overlay Project.

SUBMITTED BY: Mark Bohl, Director of Public Works

PRESENTATION BY: Mark Bohl, Director of Public Works

SUMMARY EXPLANATION: Funding is available to have additional milling and overlay on the Avenue B Mill and Overlay Project. This change order will add a 2" mill and overlay with pavement overlay fabric on West Overland from Avenue B to Avenue I, in the amount of \$418,560.00. Need council approval to pay the change order.

BOARD/COMMISSION RECOMMENDATION:

STAFF RECOMMENDATION: Council approve Change Order No. 1 in the amount of \$418,560.00.

EXHIBITS

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

Other (specify) Change Order No. 1

Notification List: Yes ☐ No ☐ Further Instructions ☐

APPROVAL FOR SUBMITTAL: _____
City Manager

Change Order

No. 1

Date of Issuance: May 4, 2021

Effective Date: May 18th, 2021

Project: Avenue 'B' Asphalt Overlay	Owner: City of Scottsbluff	Owner's Contract No.:
Contract:		Date of Contract:
Contractor: Simon Contractors		Engineer's Project No.: RM200257-00

The Contract Documents are modified as follows upon execution of this Change Order:

Description:

This change order will add quantities to perform a 2" mill and overlay with pavement overlay fabric on West Overland from Avenue 'I' to Avenue 'B'

Attachments (list documents supporting change):

Breakdown of change order quantities.

CHANGE IN CONTRACT PRICE:

Original Contract Price:

\$ 1,596,900.00

[Increase] [Decrease] from previously approved Change Orders No. _____ to No. _____

\$ 418,560.00

Contract Price prior to this Change Order:

\$ 1,596,900.00

Increase of this Change Order:

\$ 418,560.00

Contract Price incorporating this Change Order:

\$ 2,015,460.00

CHANGE IN CONTRACT TIMES:

Original Contract Times: ☐ Working days ☒ Calendar days

Substantial completion (days or date): 150 days

Ready for final payment (days or date): 170 days

[Increase] [Decrease] from previously approved Change Orders No. _____ to No. _____

Substantial completion (days): _____

Ready for final payment (days): _____

Contract Times prior to this Change Order:

Substantial completion (days or date): 150 days

Ready for final payment (days or date): 170 days

Increase of this Change Order:

Substantial completion (days or date): 20

Ready for final payment (days or date): 20

Contract Times with all approved Change Orders:

Substantial completion (days or date): 170 days

Ready for final payment (days or date): 190 days

RECOMMENDED:

By: _____
Engineer (Authorized Signature)

Date: _____

Approved by Funding Agency (if applicable):

ACCEPTED:

By: _____
Owner (Authorized Signature)

Date: _____

ACCEPTED:

By: Simon P. Resch
Contractor (Authorized Signature)

Date: 5/17/21

Date: _____

EJCDC C-941 Change Order

Prepared by the Engineers Joint Contract Documents Committee and endorsed by the Construction Specifications Institute.

Page 1 of 2

M.C. SCHAFF & ASSOCIATES, INC.
818 South Beltline Highway East
Scottsbluff, Nebraska 69361

CHANGE ORDER NO.

1

DATE:

May 4, 2021

CHANGE ORDER BREAKDOWN

CONTRACT FOR:

Avenue 'B' Asphalt Overlay Project

OWNER:

City of Scottsbluff

TO: Simon Contractors

(Contractor)

You are hereby requested to comply with the following changes from the contract plans and specifications

Description of Changes							
Item #	Description	Unit	Unit Price	Bid. Qty.	This CO Qty	Total Qty	Amount of Change
1A	Mobilization (Additional)	EA	\$39,000.00	1	1	2	\$39,000.00
2A	Traffic Control and Safety (Additional)	EA	\$44,000.00	1	1	2	\$44,000.00
11	Cold Milling-Class 3 -3/4" Uniform Depth	SY	\$5.00	15050	5400	20450	\$27,000.00
13	Cold Milling-Class 3 -Inlay Milling	SY	\$10.50	1850	425	2275	\$4,462.50
14	Cold Milling-Class 5 -3/4" to 2" Tapered in 8 Feet	SY	\$7.50	8900	4200	13100	\$31,500.00
15	Non-Woven Pavement Overlay Fabric	SY	\$4.90	27800	10025	37825	\$49,122.50
16	Asphaltic Concrete Type SPR w/PG 58V-34 Binder	SY	\$15.00	27800	10025	37825	\$150,375.00
17	Asphaltic Concrete for Patching- Type SPR w/PG 58V-34 Binder	TON	\$300.00	100	25	125	\$7,500.00
19	Adjust Manhole to Grade	EA	\$1,400.00	35	20	55	\$28,000.00
20	Adjust Valve Box to Grade	EA	\$800.00	4	4	8	\$3,200.00
22	4-Inch Preformed Pavement Markings (Yellow)	LF	\$5.00	9250	5000	14250	\$25,000.00
23	6-Inch Preformed Pavement Markings (White)	LF	\$8.00	150	200	350	\$1,200.00
25	24-Inch Preformed Pavement Markings (White)	LF	\$35.00	950	200	1150	\$7,000.00
27	Turn Arrow, Preformed Pavement Marking (White)	EA	\$600.00	6	2	8	\$1,200.00
TOTAL VALUE FOR CHANGE ORDER NO. 1							\$418,560.00

City of Scottsbluff, Nebraska

Monday, June 7, 2021

Regular Meeting

Item Pub. Hear.3

Council to conduct a public hearing set for this date at 6:00 p.m. to consider a Zone Change for Lots 2 & 3, Block 1, King's Acres Subdivision, a replat of Block 1, King's Acres Subdivision from Agriculture Residential (AR) to Single Family Residential (R-1A) Zoning.

Staff Contact: Zachary Glaubius, Projects & Planning Coordinator

PLANING COMMISSION MINUTES
REGULAR SCHEDULED MEETING
MAY 10, 2021
SCOTTSBLUFF, NEBRASKA

The Planning Commission for the City of Scottsbluff met in regular scheduled meeting on Monday, May 10, 2021, at 6:00 PM in the Scottsbluff City Council Chambers at 2525 Circle Drive, Scottsbluff, Nebraska. A notice of the meeting was published in the Star-Herald, a newspaper of local circulation in the City, on April 30, 2021. The notice stated the date, time, and location of the meeting, and that the meeting was open to the public, that anyone with a disability desiring reasonable accommodation to attend should contact the Development Services office. An agenda is kept current and available for public inspection at the Development Services office provided; the Planning Commission can modify the agenda at the meeting, if the business was determined that an emergency so required. A copy of the agenda packet was delivered to each Planning Commission member.

- 1 Chairman Dana Weber called the meeting to order at 6:00 PM. Roll call consisted of the following members being present, Becky Estrada, Mark Westphal, Henry Huber, Dave Gompert, Angie Aguallo, Dana Weber. "Absent": Callan Wayman, Jim Zitterkopf, Anita Chadwick. City Officials present were Gary Batt, Secretary, Anthony Murphy, Fire Marshal, Zach Glaubius, Project Planning Coordinator, Taylor Stevens, GIS.
- 2 Chairman Weber informed those present of the Nebraska Open Meetings Act and that a copy was located on the south wall of the Council Chambers.
- 3 Acknowledgement of any changes in the agenda: None.
- 4 Business not on the agenda: None.
- 5 The minutes from the January 25, 2021 meeting were reviewed. Conclusion, a motion was made by Westphal and seconded by Huber to approve the minutes from January 25, 2021 meeting. "Yeas": Estrada, Westphal, Huber, Gompert, Aguallo, Weber. "Abstained": None, "Absent": Wayman, Chadwick, Zitterkopf. The motion carried.
- 6 Chairman Weber opened the public hearing for the purpose of creating a Ag Estate Dwelling Site (AEDS) located at 210113 West 42nd Street currently zoned as AG. MC Schaff acted as the survey/engineering company. Chairman Weber asked for Gary Batt to read the staff report for the application. Gary read that the applicant has applied for an AEDS of 17.31 acres and the code requires a minimum of 2 acres. With a remaining 40 plus acres in the Ag zone owned by John Raymond. With no comments or questions raised, Weber motioned to close the public hearing and asked for a recommendation to the City Council for the creation of the AEDS. Estrada made the motion seconded by Westphal to give a positive recommendation for the AEDS to City Council. "Yeas": Estrada, Westphal, Huber, Gompert, Aguallo, Weber. "Nays": None, "Abstained": None, "Absent": Wayman, Chadwick, Zitterkopf. The Motion Carried.
- 7 Chairman Weber opened a public hearing for a rezone for the applicant Scott James to rezone 1.6 acres from Ag Residential to R1A zoning (Single Family). The parcels are listed as Lots 2&3, Block 1, Kings acres subdivision. Chairman Weber asked Gary Batt to read the Staff Report. Batt stated the applicant wished to rezone the 1.6 acres into R1A. Batt noted that the rezoning was in compliance with the 2016 Comp Plan and that it was not injurious or hazardous to adjacent properties for the surrounding neighborhood. Batt said the sewer for the area is an SID and the surrounding properties were on private wells. Batt also stated the remaining Scott Property would be AR zoning, and the lots adjacent to the area being rezoned were R1A. Batt read the positive recommendation, the denial and the table recommendations to the committee.

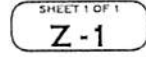
Chairman weber asked if anyone present had questions.? Angie Aguallo asked what is the required lot size in an R1A zone, Batt replied 5500 square feet. Chairman Weber asked if anyone else had any questions, with there being none, he closed the Public Hearing asking for a recommendation for Council. Westphal seconded by Estrada made the motion to make a positive recommendation for the rezone to the City Council. "Yeas": Estrada, Westphal, Huber, Gompert, Aguallo, Weber. "Nays": None, "Abstained": None, "Absent": Wayman, Chadwick, Zitterkopf. The Motion Carried.

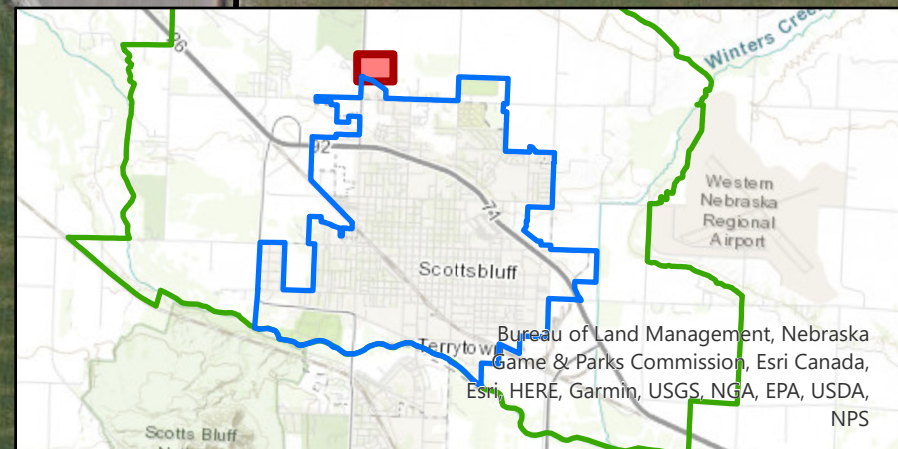
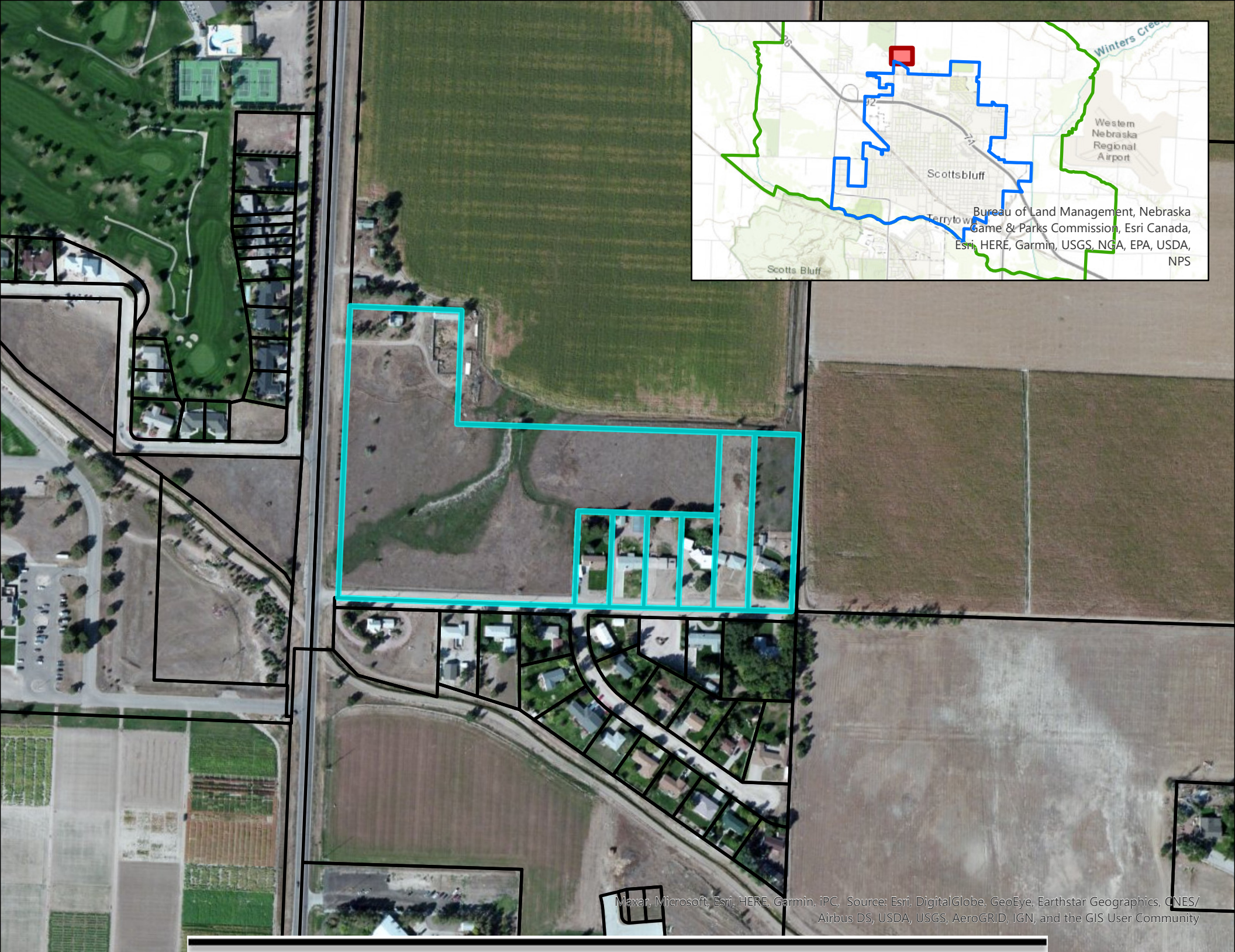
- 8 Chairman Weber opened the public hearing for an application made by Scott James for a Preliminary Plat of the property Lots 2&3 , Block 1, Kings Acres Subdivision previously approved for rezoning. Weber asked Batt to read from the staff report. Batt said the applicant was asking for a prelim plat for lots 2&3 of Block 1, Kings Acre Subdivision. The two lots are a total of 1.6 acres. Batt read the report along with the positive recommendation, denial of and the tabling of the plat. Chairman Weber asked if anyone had questions, with there being none, he closed the public hearing asking for a recommendation to the City Council. Westphal made a motion seconded by Estrada to approve the Preliminary Plat. "Yeas": Estrada, Westphal, Huber, Gompert, Agualo, Weber. "Nays": None, "Abstained": None, "Absent": Wayman, Chadwick, Zitterkopf. The Motion Carried.
- 9 Chairman Weber opened the public hearing for an application made by Scott James for a Final Plat for Lots 2&3 of Block 1, Kings Acres Subdivision. Batt was asked if there contained any other information than was already known about the property from the Preliminary Plat. Batt said no, Chairman Weber asked if anyone had any further info, with there being none, Chairman Weber closed the public hearing asking for a recommendation for the City Council. Weber then made the positive recommendation seconded by Aguallo to approve the Final Plat. "Yeas": Estrada, Westphal, Huber, Gompert, Aguallo, Weber. "Nays": None, "Abstained": None, "Absent": Wayman, Chadwick, Zitterkopf. The Motion Carried.
- 10 Chairman Weber opened the public hearing for the Blight and Substandard Study for area #13. Chairman Weber asked Zach Glaubius to read and explain the areas affected in the area #13 study. Zach said the area affected is north and south of the intersection of 20th Street and Broadway. Zach stated the purpose is to aid for redevelopment of the study area, he read from the packet for the study area quoting the total amount this study would eventually blight. Zach said in total the amount of area would be add 1.86% to the already 24.55% bring a total to 26.41% if all four studies are approved. Zach said the city can blight a total of 35% of the City. After Zach finished Chairman Weber asked if anyone had questions, Henry Huber asked why a property is considered blighted if your property is kept up and your neighbors is in bad shape. And how does being blighted affect taxes? Kent Hadenfeldt (City Attorney) answered by saying the term blighted has no bearing upon your tax's, it allows for the area to be considered for redevelopment and the term blighted would be better named as redevelopment plan, except the State of Nebraska has not approved it. Weber asked if Starr Lehl had anything she cared to present, Starr also reiterated that the term Blighted should probably be called or deemed an Economic Redevelopment Area. She said this opened the area to possibilities for the owners and to developers in the study area. Chairman Weber asked why four study areas were coming to the Planning Commission, Starr replied that the funds are there for the studies at this time. Chairman Weber then asked if anyone had anything further, with there being none, he closed the public hearing asking for a resolution for Area #13. Huber made a positive recommendation for the resolution seconded by Agualo to the City Council to declare the Redevelopment Area #13 as substandard and blighted and in need of redevelopment. "Yeas": Estrada, Westphal, Huber, Gompert, Aguallo, Weber. "Nays": None, "abstained": None, "absent": Wayman, Chadwick, Zitterkopf. The Motion Carried.

- 11 Chairman Weber opened the public hearing for Area #14, Blight and Substandard study. He asked Zach what area was affected, Zach produced an arial map of the City showing the four study areas. Note: There was a map placed attached in the Planning Commission member packet. Zach spoke of the Area #14. Chairman Weber asked if anyone had questions concerning Area #14. With there being none, Chairman Weber closed the public hearing asking for a resolution and positive recommendation to Council for Area #14. Westphal made the recommendation seconded by Aguillo to ask City Council to declare the Redevelopment Area #14 as substandard and blighted and in need of development. "Yeas": Estrada, Westphal, Huber, Gompert, Aguillo, Weber. "Nays": None, "Abstained": None, "Absent": Wayman, Chadwick, Zitterkopf. The Motion Carried.
- 12 Chairman Weber opened the public hearing for Area #15, Blight and Substandard study. He asked Zach if anything in area #15 was different from the two previous studies, Zach answered no. Chairman Weber asked if anyone had any other comments for Area #15. Starr Lehl said that the area shown is the old beef packing facility and that a company on Beltline East. She said that the occupant is wanting to demo the current building and build a new one at the recycle site. She said this would accommodate future growth in that area as well. Chairman Weber asked if anyone else had anything to add, with there being none, he closed the public hearing asking for a recommendation to positive resolution being forward to council. Huber made the motion seconded by Estrada to ask City Council to declare the Redevelopment area #15, as substandard and blighted and in need of development. "Yeas": Estrada, Westphal, Huber, Gompert, Aguillo, Weber. "Nays": None, "Abstained": None, "Absent": Wayman, Chadwick, Zitterkopf. The Motion Carried.
- 13 Chairman Weber opened the public hearing for Area #17, Blight and Substandard study. Weber asked Zach if he had anything different in this study, Zach said no. Weber asked if anyone had any questions, Anthony Murphy, City Fire Marshal said that this area is in the primary fire zone and that any structures that are seriously damaged from a fire are required to be demolished in this area also in Area #13. But this aids in the redevelopment for the replacing of the structure or structures. After Anthony finished, Chairman Weber asked for any further questions or info. With there being none, Chairman Weber closed the public hearing asking for recommendation to pass the resolution . Estrada made a positive recommendation seconded by Westphal to ask City Council to declare the Redevelopment area #17 , as substandard and blighted and in need of development. "Yeas": Estrada, Westphal, Huber, Gompert, Aguillo, Weber. "Nays": None, "Abstained": None, "Absent": Wayman, Chadwick, Zitterkopf. The Motion Carried.
- 14 Chairman Weber asked if there was any further business, with there being none, he declared the meeting adjourned with the members to signify by saying Aye. Eastrada, Westphal, Huber, Gomper, Aguillo, Weber all signified by saying aye.

Chairman Dana Weber

Gary Batt, Secretary





City of Scottsbluff, Nebraska

Monday, June 7, 2021

Regular Meeting

Item Resolut.1

Council to discuss and consider approving the Ordinance for the rezone of Lots 2 & 3, Block 1, King's Acres Subdivision, a replat of Block 1, King's Acres Subdivision from Agriculture Residential (AR) to Single Family Residential (R-1A) Zoning.

Staff Contact: Zachary Glaubius, Projects & Planning Coordinator

ORDINANCE NO. _____

AN ORDINANCE DEALING WITH ZONING, AMENDING SECTION 25-1-4 BY UPDATING THE OFFICIAL ZONING DISTRICT MAP TO SHOW THAT LOTS 2 AND 3, BLOCK 1, KING'S ACRES SUBDIVISION A REPLAT OF BLOCK 1, KING'S ACRES SUBDIVISION, SCOTTS BLUFF COUNTY, NEBRASKA CURRENTLY ZONED AS AR AGRICULTURE RESIDENTIAL WILL NOW BE INCLUDED IN R-1A SINGLE FAMILY, AND REPEALING PRIOR SECTION 25-1-4.

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

Section 1. Section 25-1-4 of the Municipal Code is amended to provide as follows:

25-1-4. Zones; location; maps. The boundaries of the zoning districts created in this chapter are shown on the zoning district map which is made a part of this municipal code. The zoning district map and all information shown thereon shall have the same force and effect as if fully set forth and described herein. The official zoning district map shall be identified by the signature of the Mayor, attested by the City Clerk under the following statement:

This is to certify that this is the official zoning district map described in §25-1-4 of the Scottsbluff Municipal Code, passed this 7th day of June, 2021.

Section 2. Previously existing Section 25-1-4 and all other Ordinances and parts of Ordinances in conflict with this Ordinance, are repealed. Provided, this Ordinance shall not be construed to affect any rights, liabilities, duties or causes of action, either criminal or civil, existing or actions pending at the time when this Ordinance becomes effective.

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

PASSED AND APPROVED on June 7, 2021.

Mayor

ATTEST:

City Clerk

(Seal)

City of Scottsbluff, Nebraska

Monday, June 7, 2021

Regular Meeting

Item Resolut.2

Council to discuss and consider action on amending language in Chapter 8, sections 8-1-30 to 8-1-31, of the Municipal Code, relating to fireworks and adding 8-1-32, relating to lantern-type devices, and approve the Ordinance.

Staff Contact: Thomas Schingle, Fire Chief

Agenda Statement

Item No.

For Meeting of: June 7, 2021

AGENDA TITLE: Council to discuss and consider action on amending the language in Chapter 8, sections 8-1-30 to 8-1-31, of the Municipal Code, relating to fireworks and adding 8-1-32, relating to lantern-type devices, and approve the ordinance

SUBMITTED BY DEPARTMENT/ORGANIZATION: Fire

PRESENTATION BY: Thomas Schingle, Fire Chief

SUMMARY EXPLANATION: The recent passage of LB 152 was signed by Governor Ricketts on the 5th of May, 2021. LB 152 modified the language relating to permissible fireworks in the State of Nebraska. The revision proposed to the Municipal Code reflects the changes by the State, which allows the sale and use of fireworks not previously approved. In addition, no language existed in the Municipal Code relating to lantern-type devices, which use a flame to float the device in the air. These devices are prohibited by Nebraska Revised Statute §28-1255. Adding this language to the Municipal Code will assist in enforcing this prohibition.

BOARD/COMMISSION RECOMMENDATION:

STAFF RECOMMENDATION: Approve the ordinance

EXHIBITS

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

Other (specify) _____

NOTIFICATION LIST: Yes ☐ No ☐ Further Instructions ☐
Please list names and addresses required for notification.

APPROVAL FOR SUBMITTAL: _____
City Manager

Rev: 11/15/12 City Clerk

8-1-30. Same; definitions.

The following terms defined in this section shall have the meaning herein provided for purposes of section 8-1-29:

~~Aerial Shell: A firework fired from a cylinder, such as a mortar, but excluding rockets.~~

Consumer Fireworks: Any **device** ~~of the following devices~~ that (i) meets the requirements set forth in 16 C.F.R. parts 1500 and 1507, as such regulations existed on January 1, 2010 **2021**, and (ii) ~~are~~ **is** tested and approved by a nationally recognized testing facility or by the State Fire Marshal:

- ~~a. Any small firework device designed to produce visible effects by combustion and which is required to comply with the construction, chemical composition, and labeling regulations of the United States Consumer Product Safety Commission set forth in 16 C.F.R., as such regulations existed on January 1, 2010;~~
- ~~b. Any small device designed to produce audible effects such as a whistling device;~~
- ~~c. Any ground device or firecracker containing fifty milligrams or less of explosive composition; or~~
- ~~d. Any aerial device containing one hundred thirty milligrams or less of explosive composition.~~
- ~~e. Class C explosives as classified by the United States Department of Transportation shall be considered consumer fireworks.~~

Consumer fireworks does not include:

- ~~a. Rockets that are mounted on a stick or wire and project into the air when ignited, with or without report;~~
- ~~b. Wire sparklers, except that silver and gold sparklers are deemed to be consumer fireworks until January 1, 2014; **and**~~
- ~~c. Nighttime parachutes;~~
- ~~d. Fireworks that are shot into the air and after coming to the ground cause automatic ignition due to sufficient temperature;~~
- ~~e. Firecrackers that contain more than fifty milligrams of explosive composition; and~~
- ~~f. Fireworks that have been tested by the State Fire Marshal as a response to complaints and have been deemed to be unsafe.~~

~~Rocket: A device consisting of a container containing a combustible substance which is attached to a guiding stick, the whole being projected through the air by pressure exerted by the rearward discharge of gases liberated by combustion. (Ord. 4037, 2010)~~

8-1-31. Same; permissible list; additions to.

~~Fireworks not specifically listed in section 8-1-29 may be added to the permissible list by the Fire Chief, by regulation, after investigation and a finding by him or her that they are safe for general use.~~

A regulation by the State Fire Marshal adding fireworks to the list of permissible fireworks as authorized by the Nebraska statutes shall constitute prima facie evidence that the fireworks are safe for general use for purposes of this ordinance. ~~(Ord. 1895, 1971; Ord. 1116)~~

8-1-32. Flying lantern-type devices; prohibited

It shall be unlawful for any person, firm, partnership, or corporation to use, sell, offer for sale, or possess flying lantern-type devices. Flying lantern-type devices means devices that require a flame which produces heated air trapped in a balloon-type covering allowing the device to float in the air, as defined in Nebraska Revised Statute, §28-1255. Flying lantern-type devices shall not include hot-air balloons used for transporting persons.

ORDINANCE NO. _____

AN ORDINANCE OF THE CITY OF SCOTTSBLUFF, NEBRASKA, AMENDING CHAPTER 8, ARTICLE 1, SECTIONS 30, 31 AND 32 OF THE SCOTTSBLUFF MUNICIPAL CODE DEALING WITH FIREWORKS, REPEALING PRIOR SECTIONS OF THE MUNICIPAL CODE, PROVIDING FOR AN EFFECTIVE DATE AND PROVIDING FOR PUBLICATION IN PAMPHLET FORM.

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

Section 1. Section 8-1-30 of the Scottsbluff Municipal Code is amended to provide as follows:
"8-1-30. Same; definitions.

The following terms defined in this Section shall have the same meaning herein provided for purposes of Section 8-1-29.

Consumer Fireworks: Any device that (i) meets the requirements set forth in 16 C.F.R. parts 1500 and 1507, as such regulations existed on January 1, 2021, and (ii) is tested and approved by a nationally recognized testing facility or by the State Fire Marshal.

1. Consumer Fireworks does not include:
 - a. Wire sparklers; and
 - b. Fireworks that have been tested by the State Fire Marshal as a response to complaints and have been deemed unsafe."

Section 2. Section 8-1-31 of the Scottsbluff Municipal Code is amended to provide as follows:
"8-1-31. Same; permissible list; additions to.

A regulation by the State Fire Marshall adding fireworks to the list of permissible fireworks as authorized by the Nebraska statutes shall constitute prima facie evidence that the fireworks are safe for general use for the purposes of the City Municipal Code."

Section 3. Section 8-1-32 of the Scottsbluff Municipal Code is amended to provide as follows:
"8-1-32. Flying lantern-type devices; prohibited.

It shall be unlawful for any person, firm, partnership, or corporation to use, sell, offer for sale, or possess flying lantern-type devices. Flying lantern-type devices means devices that require a flame which produces heated air trapped in a balloon-type covering allowing the device to float in the air, as defined in Nebraska Revised Statute §28-1255. Flying lantern-type devices shall not include hot-air balloons used for transporting persons."

Section 4.

Previously existing sections 8-1-30, 8-1-31 and 8-1-32 and all other Ordinances and parts of Ordinances in conflict herewith are repealed

Section 5.

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

PASSED and APPROVED on _____, 2021

Mayor

Attest:

City Clerk (Seal)

Approved as to Form:

City Attorney

City of Scottsbluff, Nebraska

Monday, June 7, 2021

Regular Meeting

Item Public Inp1

Council to discuss and consider action on making a recommendation to the Nebraska Liquor Control Commission naming Angela L. Coffey as the Liquor License Manager of GNS Corporation d/b/a Git N Split, 506 W. 27th Street, Scottsbluff, NE.

Staff Contact: Kim Wright, City Clerk

**MANAGER APPLICATION
INSERT - FORM 3c**

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

Office Use

RECEIVED

APR 16 2021

NEBRASKA LIQUOR
CONTROL COMMISSION

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

MANAGER MUST:

- ✓ • Complete all sections of the application. Be sure it is signed by a member or corporate officer, corporate officer or member must be an individual on file with the Liquor Control Commission *4-14-21*
- ✓ • Fingerprints are required. See form 147 for further information, read form carefully to avoid delays in processing, this form **MUST** be included with your application.
- ✓ • Provide a copy of one of the following: US birth certificate, naturalization papers or current US passport (even if you have provided this before)
- ✓ • Be a registered voter in the State of Nebraska, include a copy of voter card or print document from Secretary of State website with application

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

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

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

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



2100004510

Form 103
Rev July 2018
Page 1 of 6

**MANAGER APPLICATION
INSERT - FORM 3c**

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

Office Use

RECEIVED

APR 16 2021

NEBRASKA LIQUOR
CONTROL COMMISSION

MUST BE:

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

Corporation/LLC information

Name of Corporation/LLC: **GNS CORPORATION**

Premise information

Liquor License Number: **018766** Class Type **D** (if new application leave blank)
Premise Trade Name/DBA: **Git N Split**
Premise Street Address: **506 W 27th Street**
City: **Scottsbluff** County: **Scottsbluff** Zip Code: **69361**
Premise Phone Number: **308-635-3055**
Premise Email address: **suesmetter@gitnsplit.com**

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

Sue A. Bretter

SIGNATURE REQUIRED BY CORPORATE OFFICER / MANAGING MEMBER

(Faxed signatures are acceptable)

Manager's information must be completed below PLEASE PRINT CLEARLY

Last Name: Coffey First Name: Angela MI: L
Home Address: 12205 W. Bluff Road
City: Malcolm County: Lancaster Zip Code: 68402
Home Phone Number: 402-416-6112
Driver's License Number & State: [REDACTED]
Social Security Number: [REDACTED]
Date Of Birth: [REDACTED] Place Of Birth: Lincoln, Nebraska
Email address: discountcity82@gmail.com

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

☒ YES

☐ NO

Spouse's information

Spouses Last Name: Mundt-Coffey First Name: Jennifer MI: L
Social Security Number: [REDACTED]
Driver's License Number & State: [REDACTED]
Date Of Birth: [REDACTED] Place Of Birth: Lincoln, Nebraska

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

CITY & STATE	YEAR FROM	YEAR TO	CITY & STATE	YEAR FROM	YEAR TO
Malcolm, Ne.	2004	Present	Waverly, Ne	2006	2009
			Lincoln, Ne	2009	2010
			Malcolm, Ne	2010	Present

MANAGER'S LAST TWO EMPLOYERS

YEAR FROM	TO	NAME OF EMPLOYER	NAME OF SUPERVISOR	TELEPHONE NUMBER
1989	Present	GNS Corporation	Larry Coffey	402-475-1101

1. READ CAREFULLY. ANSWER COMPLETELY AND ACCURATELY.

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

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

☒ YES ☐ NO

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

Name of Applicant	Date of Conviction (mm/yyyy)	Where Convicted (City & State)	Description of Charge	Disposition
Angela Coffey	10-20-06	Lincoln, NE	DUI	12 mo probation, \$400 fine
				Operators license suspended
Angela Coffey	9-23-08	Malcolm, NE	Poss of Drug	\$100.00 fine
			Paraphernalia	
Angela Coffey	??	Lincoln, NE	speeding	Fine

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

☒ YES ☐ NO

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

Discount City 5560 S. 48th, Lincoln Ne 070992

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

☒ YES ☐ NO

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

*NLCC Training Certificate Issued: _____ Name on Certificate: _____

Applicant Name	Date (mm/yyyy)	Name of program (attach copy of course completion certificate)
ANGELA COFFEY	02/2020	Hospitality Class
ANGELA COFFEY	2-13-20	State Alcohol certificate
ANGELA COFFEY	2-13-20	Lincoln city alcohol certificate

*For list of NLCC Certified Training Programs see training

Experience:

Applicant Name / Job Title	Date of Employment:	Name & Location of Business:
Angela Coffey	1989 to	5560 South 48th Street
manager/supervisor	Present	Lincoln, Ne
		License issued 4/2006
		070992

5. Have you enclosed form 147 regarding fingerprints?

☐ YES ☒ NO

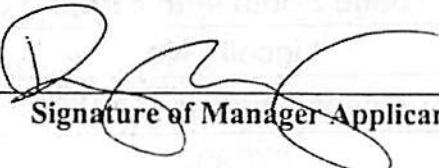
PERSONAL OATH AND CONSENT OF INVESTIGATION

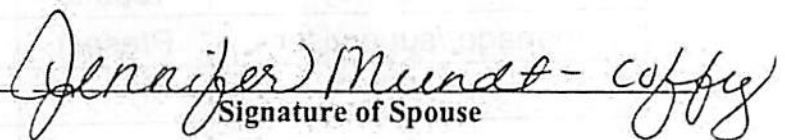
The above individual(s), being first duly sworn upon oath, deposes and states that the undersigned is the applicant and/or spouse of applicant who makes the above and foregoing application that said application has been read and that the contents thereof and all statements contained therein are true.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

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

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

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


Signature of Manager Applicant

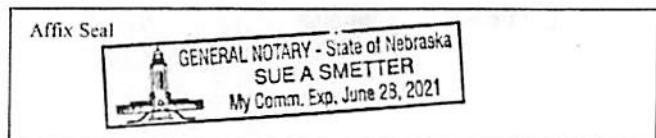

Signature of Spouse

ACKNOWLEDGEMENT

State of Nebraska
County of Lancaster The foregoing instrument was acknowledged before me this

March 29, 2021 by Angela L Coffey Jennifer Mundt Coffey
date NAME OF PERSON BEING ACKNOWLEDGED


Notary Public signature



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

CERTIFICATE OF COMPLETION RESPONSIBLE HOSPITALITY COUNCIL MANAGEMENT TRAINING

This certificate is awarded to

Angela Coffey

For completing the Hospitality Insider Training and Lincoln Server/Seller Permit
Training Date February 13, 2020, Expires February 13, 2023

RESPONSIBLE HOSPITALITY COUNCIL

Signature  Date 2/13/20
Signature Thomas Ry Date 2/13/2020


RESPONSIBLE HOSPITALITY COUNCIL

General	Credential	Number	Earned	Expires
Angela Lyn Coffey 12205 west bluff rd Malcolm NE 68402	STATE ALCOHOL CITY ALCOHOL MANAGER	RB-0124540 LNKAM-0124541	02-13-2020 02-13-2020	02-13-2023 02-13-2023



Memo

To: Dustin Rief, City Manager
From: Kevin E Spencer, Chief of Police
CC: liquor file
Date: May 25, 2021
Re: Angela L. Coffey, manager application Class D Liquor License Number D-018766, GNS Corporation, LLC dba: Git N Split, 506 W 27th St. Scottsbluff, NE

The applicant, Angela Coffey, was investigated for suitability as the manager of the GET N SPLIT convenience store's liquor license. Nothing was discovered that would prohibit Angela from holding a manager's position under the license. Angela disclosed three convictions; a Driving while under the influence, Lincoln, NE in 2006, a Possession of Drug Paraphernalia, Malcolm, NE in 2008, and a speeding citation, Lincoln, NE unknown date. I was unable to locate any unreported convictions.

On May 20, 2021 Linda Grier, the local GIT N SPLIT store manager appeared on behalf of Angela Coffey before the Liquor License Holders Investigatory Board to discuss Angela's application. Linda explained to the board that she was appearing due to the fact that Angela lives in Malcolm, NE. Linda told the board that she has been employed by GIT N SPLIT for the past 4 ½ years. Linda said that she does all of the ordering and inventory of the alcohol, that all employees have to attend an alcohol training, and that they discuss alcohol sales during their meetings. Linda said that overstock is stored in the backroom on a shelf. Linda said that there was not a camera in that area, nor was there a place to lock the overstock. Linda said that their employees are encouraged to check the identification of all customers purchasing alcohol no matter their age, adding that they can scan the identification into the register to aid them in determining the customers age.

The board expressed concerns regarding the overstock not being locked or at least a camera dedicated to the area of the overstock. On 05/25/2021 at approximately 1145 hours I met with Linda at the store to discuss the overstock. Linda told me that the overstock was in the backroom. Once in the backroom I noticed a small shelf with liquor sitting on it. I noted that there was not a large inventory of alcohol. Because of the design of the building it is doubtful that customers would know of the backroom. I asked Linda, if someone took a bottle of liquor if she would notice it in her inventory. Linda told me that she would and that they have never had a problem with missing liquor. Linda did tell me that since the board meeting she has asked upper management for a camera or a way to store the overstock in a locked container.

On 05/26/2021 during the morning hours I called Angela Coffey, the Regional Manager for GIT N SPLIT. Angela told me that she has been the manager on the Lincoln store's liquor license for about 15 years. Angela said that she is currently in the process of applying to become the manager on several of the businesses Nebraska liquor licenses. Angela told me that she is always available by phone, e-mail, and personally visits the Scottsbluff store every five to six weeks. Angela told me that employees are

required to take alcohol server training and that anyone that would sell to a minor would most likely be terminated. Angela explained that it used to be their business policy to terminate anyone but they have changed that, adding that an employee would most likely be terminated. Angela told me that the store does have video cameras and she is considering putting a camera up to monitor the overstock.

The Liquor License Holders Investigatory Board is recommending a positive recommendation to the Nebraska Liquor Commission.

Respectfully,



Kevin E. Spencer
Chief of Police

City of Scottsbluff
Liquor License Holders Investigatory Board
Regular Meeting
May 20, 2021 - 4:00 p.m.

The City of Scottsbluff Liquor License Holders Investigatory Board met in a regular meeting on Thursday, May 20, 2021 at 4:00 p.m. in the Meeting Room of City Hall, 2525 Circle Drive, Scottsbluff. A notice of the meeting had been published on May 16, 2021 in the Star Herald, a newspaper published and of general circulation in the city. The notice stated the date, hour and place of the meeting, that the meeting would be open to the public. That anyone with a disability desiring reasonable accommodation to attend the meeting should contact the city clerk's office, and that an agenda of the meeting kept continuously current was available for public inspection at the office of the city clerk in City Hall; provided, the committee could modify the agenda at the meeting if it determined that an emergency so required. A similar notice, together with a copy of the agenda, also had been delivered to each committee member.

1. Roll Call - The following Board Members were present: Norman Coley, WNCC; Dustin Rief, City Manager, Police Chief Kevin Spencer; Kim Wright, City Clerk, Libby Stobel, City Attorney, Matt Huck, Scottsbluff Public Schools and Andrea Margheim, Flyover Brewery, Absent: Kelli Larson, Panhandle Prevention Coalition and Russ Knight, Chairman.
2. Open Meeting Act – Acting Chairman Spencer welcomed everyone in attendance and informed those in attendance that a copy of the Nebraska Open Meetings Act is posted on the west wall for the public's review.
3. Call Meeting to Order - The meeting was called to order and Wright recorded the proceedings.
4. There were no changes to the agenda.
5. Approve Minutes of the March 4, 2021 Regular Meeting – Motion by Stobel, second by Huck, to approve the March 4, 2021 Minutes, motion passed unanimously.
6. New Manager Application.
 - a. Angela L Coffey, GNS Corporation, d/b/a Git N Split, 506 W 27th Street, Class D Liquor License.

Ms Linda Grier, Store Manager was present to answer questions. Ms. Grier explained she is at the meeting because the applicant Angela Coffey resides in Lincoln, adding that Ms. Coffey comes out every three to four months to address maintenance problems and answer questions. Ms. Grier stated she has been the store manager at Scottsbluff for 4 ½ years.

Police Chief Spencer asked what policies are in place regarding checking ID's. Ms. Grier stated they card everyone within the 25-58 year age range and she highly encourages her staff to card everyone by doing a manual check of the ID. They do not scan ID's and their system does not require a birthdate to be put in to complete the sale, however. She also stated employees have a 60 day grace period to take TIPS training, but because of COVID she has employees that still need to take it. She did add that an employee would be terminated if they sell to a minor.

When asked who controls the inventory Ms. Grier explained they have a third party who does that. She also stated the overstock is kept in a back room that is not locked nor has security cameras in it. Committee Member Margheim expressed her concern regarding the overstock and where it is kept; other committee members expressed concern as well. Police Chief Spencer stated he will call Ms. Coffey and explain to her that the overstock needs to be in a locked room or in a locked cabinet. Security cameras would be helpful also.

Because Police Chief Spencer will be calling Ms. Coffey to express the concerns of the committee, Legal Counsel Stobel moved, seconded by Committee Member Coley to send a Positive Recommendation naming Angela L. Coffee as the Liquor License Manager for GNS Corporation, d/b/a Git N Split, 506 W. 27th Street, - Class D Liquor License. Motion passed unanimously.

- b. Pamela J. Dillon, Maverik, Inc. d/b/a Maverik, Inc. #442, 920 W 36th Street, Class D Liquor License.

Ms. Dillon approached the committee explaining she has been with Maverik for 6 ½ years; the manager for two years. She has experience in the alcohol industry as she worked for Walmart prior to coming to Maverik.

Police Chief Spencer asked about the policies the store has in place regarding alcohol. Ms. Dillon stated they ID everyone because the sale stops, requiring the birthdate be put in the register, to complete the transaction. Regarding training, Maverik has in house training for employees. If an employee sells to a minor they have to pay any fines, attend court and are re-coached. If it happens a second time the employee is terminated.

When asked who controls the inventory, Ms. Dillon stated the Operation Manager orders the inventory and all overstock is kept in a locked office with two cameras. The office has a keypad, which all employees have the code, but there is always a member of management in the store. The stock on the floor is also under cameral surveillance as they have a total of 56 cameras though out.

City Manager Rief moved, seconded by Committee Member Huck to send a Positive Recommendation naming Pamela J. Dillon as the Liquor License Manager for Maverik, Inc. d/b/a, Inc. #442, 920 W. 36th Street, Class D Liquor License. Motion passed unanimously.

- c. James D. Montoya, Jr., B49 Operating, LLC d/b/a Tangled Tumbleweed, 1823 Avenue A, Class C Liquor License.

Mr. Montoya came forward and was asked by Police Chief Spencer what policies are in place regarding alcohol. Mr. Montoya stated they check ID's of everyone that looks under 50 years of age. Most of his staff has taken the TIPS training and he is working on getting all trained. He added all of his employees are over 21 and it depends on the situation on what would happen to the employee if they sold to a minor. Mr. Montoya stated length of employment would factor in when determining if the employee should be terminated.

When asked about inventory, Mr. Montoya explained he orders the inventory and they do not have much overstock; what they have is usually on a shelf behind the counter. The

establishment sells beer, wine and liquor.

Before the committee voted on the recommendation, Legal Counsel Stobel stated the law office she is employed with represents B49 Operating, LLC; however, she herself did not help with the initial liquor license application and will receive no personal or financial benefit.

Committee Member Coley moved, seconded by Committee Member Margheim to send a Positive Recommendation naming James D. Montoya, Jr., as the Liquor License Manager for B49 Operating, LLC d/b/a Tangled Tumbleweed, 1823 Avenue A, Class C Liquor License. Motion passed unanimously.

7. Adjournment:

The meeting adjourned at 4:38 p.m., with a motion by Police Chief Spencer, second by City Manager Rief; passed unanimously by the Committee.

Kevin Spencer, acting Chairman

Kim Wright, Secretary

City of Scottsbluff, Nebraska

Monday, June 7, 2021

Regular Meeting

Item Public Inp2

Council to discuss and consider action on making a recommendation to the Nebraska Liquor Control Commission naming Pamela J. Dillon as the Liquor License Manager of Maverik Stores, Inc. d/b/a Maverik #442, 920 W. 36th Street, Scottsbluff, NE.

Staff Contact: Kim Wright, City Clerk

**MANAGER APPLICATION
INSERT - FORM 3c**

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

Office Use

RECEIVED

APR 19 2021

NEBRASKA LIQUOR
CONTROL COMMISSION

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

MANAGER MUST:

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

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

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

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

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



2100004463

Form 103
Rev July 2018
Page 1 of 6

**MANAGER APPLICATION
INSERT - FORM 3c**

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

Office Use

RECEIVED

APR 19 2021

NEBRASKA LIQUOR
CONTROL COMMISSION

MUST BE:

- ✓ Citizen of the United States. Include copy of US birth certificate, naturalization paper or current US passport
- ✓ Nebraska resident. Include copy of voter registration in the State of Nebraska
- ✓ Fingerprinted. See Form 147 for further information, this form **MUST** be included with your application.
- ✓ 21 years of age or older

Corporation/LLC information

Name of Corporation/LLC: Maverik, Inc.

Premise information

Liquor License Number: 096899 Class Type D (if new application leave blank)

Premise Trade Name/DBA: Maverik, Inc. #442


Premise Street Address: 920 W. 36th St.

City: Scottsbluff County: Scotts Bluff Zip Code: 69361

Premise Phone Number: 308-220-0594

Email address: Licensing@Maverik.com

The individual whose name is listed as a corporate officer or managing member as reported on insert form 3a or 3b or listed with the Commission. Click on this link to see authorized individuals.
http://www.lcc.ne.gov/license_search/licsearch.cgi


SIGNATURE REQUIRED BY CORPORATE OFFICER/ MANAGING MEMBER

(Faxed signatures are acceptable)

Manager's information must be completed below PLEASE PRINT CLEARLY

Last Name: Dillon First Name: Pamela MI: J
Home Address (include PO Box if applicable): 101 S. Line St P.O. Box 415
City: Hay Springs County: Sheridan Zip Code: 69347
Home Phone Number: 308 360 2036 Business Phone Number: 308-220-0594
Social Security Number: [REDACTED] Drivers License Number & State: [REDACTED]
Date Of Birth: [REDACTED] Place Of Birth: Pierre, S. Dak
Email address: Pamdillon1177@yahoo.com

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

☐ YES

☒ NO

Spouse's information

Spouses Last Name: _____ First Name: _____ MI: _____
Social Security Number: _____ Drivers License Number & State: _____
Date Of Birth: _____ Place Of Birth: _____

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

CITY & STATE	YEAR FROM	YEAR TO	CITY & STATE	YEAR FROM	YEAR TO
Hay Springs NE	2015	present			
North Pole Alaska	2009	2015			

MANAGER'S LAST TWO EMPLOYERS

YEAR FROM TO	NAME OF EMPLOYER	NAME OF SUPERVISOR	TELEPHONE NUMBER
1994 2015	Wal-Mart	Tim Erickson	907-451-9900
2015 present	MAVERIK	Jennifer Tellefson	307-220-4241

1. READ CAREFULLY. ANSWER COMPLETELY AND ACCURATELY.

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

Has anyone who is a party to this application, or their spouse, EVER been convicted of or plead guilty to any charge. Charge means any charge alleging a felony, misdemeanor, violation of a federal or state law; a violation of a local law, ordinance or resolution. List the nature of the charge, where the charge occurred and the year and month of the conviction or plea. Also list any charges pending at the time of this application. If more than one party, please list charges by each individual's name.

☒ YES ☐ NO

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

Name of Applicant	Date of Conviction (mm/yyyy)	Where Convicted (City & State)	Description of Charge	Disposition
Pam Dillon	1990	Pierre SD	Inefficient Funds	misdemeanor fullfilled obligation

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

☐ YES ☒ NO

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

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

☒ YES ☐ NO

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

*NLCC Training Certificate Issued: YES Name on Certificate: Pam Dillon

Applicant Name	Date (mm/yyyy)	Name of program (attach copy of course completion certificate)
<u>Pam Dillon</u>	<u>04-2021</u>	<u>BBST - Nebraska</u>

*For list of NLCC Certified Training Programs see www.lcc.ne.gov/traininginfo.html

Experience:

Applicant Name / Job Title	Date of Employment:	Name & Location of Business:
<u>Walmart</u>	<u>1998-2015</u>	<u>S. Dak - Iowa - California -</u> <u>Oregon - Alaska - Hawaii</u>
<u>Maverick's</u>	<u>2015-present</u>	<u>Nebraska</u>

5. Have you enclosed Form 147 regarding fingerprints?

☒ YES


☐ NO

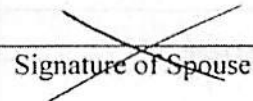
PERSONAL OATH AND CONSENT OF INVESTIGATION

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

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

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


Signature of Manager Applicant


Signature of Spouse

ACKNOWLEDGEMENT

State of Nebraska
County of

Scotts Bluff

The foregoing instrument was acknowledged before me this

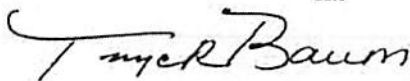
4-7-2021

date

by

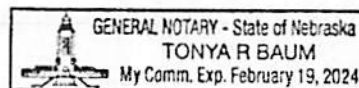
Pamela J. Dillon

name of person acknowledged



Notary Public signature

Affix Seal



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



Sindy Coburn
(402) 327-5650
County Clerk
PO Box 39
Rushville, NE ZIP-69360

Return Service Requested



Acknowledgement & Verification of Registration

Precinct: Hay Springs
Polling Place: Party: NONP
Lister Sage Building
311 N Baker Street
Hay Springs
U.S. Congressional District 3
PSC District 5
Board of Regents District 7
Legislative District 43

Sheridan County, State of Nebraska

**1198625
Pamela Jaye Dillon
Po Box 415
Hay Springs, NE 69347**



General	Credential	Number	Earned	Expires
Pam Dillon 101 south line p.o. box 415 Hay spings NE 69347	STATE ALCOHOL	RB-0136725	04-05-2021	04-05-2024

Memo

To: Dustin Rief, City Manager
From: Kevin E Spencer, Chief of Police
CC: liquor file
Date: May 25, 2021
Re: Pamela J. Dillon, manager application Class D Liquor License Number D-096899, Maverick Inc. #442, LLC dba: Maverik, 920 W. 36th St. Scottsbluff, NE

The applicant, Pamela Dillon., was investigated for suitability as the manager of the Maverik convenience store's liquor license. Nothing was discovered that would prohibit Pamela from holding a manager's position under the license. Pamela disclosed a conviction for an insufficient funds check in 1990 in South Dakota; I did not find any other convictions.

On May 20, 2021 Pamela appeared before the Liquor License Holders Investigatory Board to discuss her application. Pamela explained to the board that she had 6 ½ years of experience in alcohol retail sales having worked at Wal-Mart for that period of time. Pamela told the board that the Maverik store cash registers interrupt the sale of alcohol requiring the cashier to enter the date of birth of the person purchasing the alcohol. Pamela said that they require their employees to complete training annually. Pamela said that the overstock of alcohol is kept in a locked office, that employees do have a key to the office, but there is always a member of management working and there are 56 cameras inside and outside of the business. Pamela told the board that if any employee sales to a minor they're coached after the first offense, terminated after the second.

The Liquor License Holders Investigatory Board is recommending a positive recommendation to the Nebraska Liquor Commission.

Respectfully,


Kevin E. Spencer
Chief of Police

City of Scottsbluff, Nebraska

Monday, June 7, 2021

Regular Meeting

Item Public Inp3

Council to discuss and consider action on making a recommendation to the Nebraska Liquor Control Commission naming James D. Montoya, Jr. as the Liquor License Manager of B49 Operating, LLC d/b/a Tangled Tumbleweed, 1823 Ave. A, Scottsbluff, NE.

Staff Contact: Kim Wright, City Clerk

MANAGER APPLICATION
INSERT - FORM 3c

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

Office Use

123062

RECEIVED

APR 26 2021

NEBRASKA LIQUOR
CONTROL COMMISSION

BR

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

MANAGER MUST:

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

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

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

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

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



Form 103
Rev July 2018
Page 1 of 6

**MANAGER APPLICATION
INSERT - FORM 3c**

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

Office Use

RECEIVED

APR 26 2021

NEBRASKA LIQUOR
CONTROL COMMISSION

MUST BE:

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

Corporation/LLC information

Name of Corporation/LLC: B49 OPERATING LLC

Premise information

Liquor License Number: 123062 Class Type C (if new application leave blank)

Premise Trade Name/DBA: The Tangled Tumbleweed

Premise Street Address: 1823 Ave A

City: Scottsbluff County: Scottsbluff Zip Code: 69361

Premise Phone Number: 308 633 3867

Premise Email address: the tangled tumbleweed2@gmail.com

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


SIGNATURE REQUIRED BY CORPORATE OFFICER / MANAGING MEMBER

(Faxed signatures are acceptable)

Manager's information must be completed below PLEASE PRINT CLEARLY

Last Name: Montoya Jr. First Name: James MI: D
Home Address: 560 W. 42nd St.
City: Scottsbluff County: Scottsbluff Zip Code: 69361
Home Phone Number: 720-979-9750
Driver's License Number & State: [REDACTED]
Social Security Number: [REDACTED]
Date Of Birth: [REDACTED] Place Of Birth: Denver Co.
Email address: Jmontoya1192@gmail.com

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

☒ YES

☒ NO

Spouse's information

Spouses Last Name: Delzer First Name: Rebecca MI: M
Social Security Number: [REDACTED]
Driver's License Number & State: [REDACTED]
Date Of Birth: [REDACTED] Place Of Birth: Pierre, SD

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

CITY & STATE	YEAR FROM	YEAR TO	CITY & STATE	YEAR FROM	YEAR TO
Scottsbluff NE	2011	2021	Scottsbluff NE	2002	2010
Scottsbluff NE	2015	Present	Denver CO	2011	2015
Denver CO.	2007	2015	Scottsbluff NE	2015	present

Form 103
Rev July 2018
Page 3 of 6

MANAGER'S LAST TWO EMPLOYERS

YEAR FROM TO		NAME OF EMPLOYER	NAME OF SUPERVISOR	TELEPHONE NUMBER
2019	2018	Scottsbluff County Club	Nancy McKee	308 632 8297
2015	2018	Emporium	Sara Schluter	Business closed

1. READ CAREFULLY. ANSWER COMPLETELY AND ACCURATELY.

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

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

☐ YES ☒ NO

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

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

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

☐ YES ☒ NO

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

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

☒ YES ☐ NO

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

*NLCC Training Certificate Issued: 12/27/2019 Name on Certificate: James D Montoya

Applicant Name	Date (mm/yyyy)	Name of program (attach copy of course completion certificate)
James D Montoya	12/2019	TIPS Program

*For list of NLCC Certified Training Programs see training

Experience:

Applicant Name / Job Title	Date of Employment:	Name & Location of Business:
James Montoya / Exc. Chef	Feb 2019 - July	Scottsbluff Country Club, Scottsbluff NE
James Montoya / Exc. Chef	2015 - 2018 2018	Emporium, Scottsbluff NE

5. Have you enclosed form 147 regarding fingerprints?

☒ YES

☐ NO

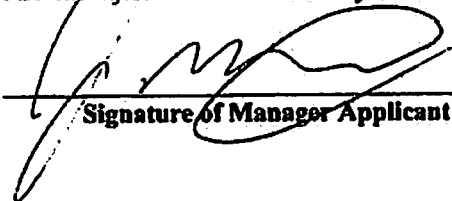
PERSONAL OATH AND CONSENT OF INVESTIGATION

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

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

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

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

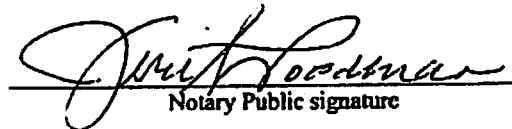

Signature of Manager Applicant

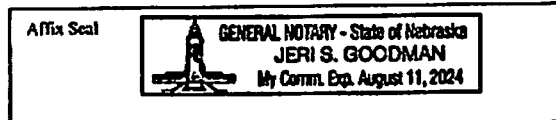

Signature of Spouse

ACKNOWLEDGEMENT

State of Nebraska
County of SCOTT BLUFF The foregoing instrument was acknowledged before me this

may 17, 2021 by James D Montoya and
date NAME OF PERSON BEING ACKNOWLEDGED


Notary Public signature



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

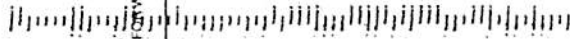
Prejudicial
Polling Place
First Baptist Church
3009 Avenue I
Scottsbluff
U.S. Congressional District 3
Legislative District 48
County Commissioner District 4
Western Com College Dist 5
Scottsbluff Public Schools
Scottsbluff City Council

Scotts Bluff County, Nebraska

3572488

James David Montoya, Jr
560 W 42nd St
Scottsbluff, NE 69361

FOR WALLET SIZE • FOLD HERE



On Premise

CERTIFIED

Issued: 12/27/2019

Expires: 12/16/2022

ID#: 5269287

JAMES D MONTOYA
1823 Avenue A
Scottsbluff, NE 69361-2448

For service visit us online at www.gettips.com
TIPS Trainer: Lanette Richards, 58204

Memo


To: Dustin Rief, City Manager
From: Kevin E Spencer, Chief of Police
CC: liquor file
Date: May 25, 2021
Re: James D. Montoya Jr., manager application Class C Liquor License Number C-123062, B49 Operating, LLC dba: The Tangled Tumbleweed, 1823 Ave A Scottsbluff, NE

The applicant, James Montoya Jr., was investigated for suitability as the manager of The Tangled Tumbleweed liquor license. Nothing was discovered that would prohibit James from holding a manager's position under the license. James disclosed no criminal history; I did find a speeding citation November of 2016 that occurred in Wyoming but nothing else.

On May 20, 2021 James appeared before the Liquor License Holders Investigatory Board to discuss his application. James explained that he has experience with retail alcohol sales having worked at the Scottsbluff Country Club and the Emporium Restaurant. James said that he attended the Training for Intervention Procedures (TIPS), a responsible alcohol service training class and that the business requires their employees who serve alcohol to attend a training. James told the board that the employees who serve alcohol are typically 21 years of age and older. James said that employees are asked to check the identification of anyone who looks younger than 50. James explained that he orders all of the alcohol adding that they do not have a large overstock that most of it is out for sale.

The Liquor License Holders Investigatory Board is recommending a positive recommendation to the Nebraska Liquor Commission.

Respectfully,


Kevin E. Spencer
Chief of Police

City of Scottsbluff, Nebraska

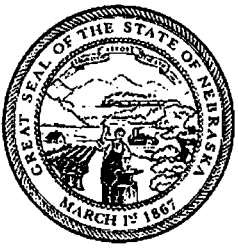
Monday, June 7, 2021

Regular Meeting

Item Public Inp4

Council to discuss and consider action on the application for addition to liquor license at Goonies Sports Bar & Grill, LLC d/b/a Goonies Sports Bar & Grill, 1802 E 20th Place, Scottsbluff, NE.

Staff Contact: Kim Wright, City Clerk



Pete Ricketts
Governor

STATE OF NEBRASKA

NEBRASKA LIQUOR CONTROL COMMISSION

Hobert B. Rupe

Executive Director

301 Centennial Mall South 5th Floor

P.O. Box 95046

Lincoln, Nebraska 68509-5046

Phone (402) 471-2571

Fax (402) 471-2814 or (402) 471-2374

TRS USER 800 833-7352 (TTY)

May 21, 2021 Tracy

Scottsbluff City Clerk
2525 Circle Drive
Scottsbluff, Ne 69361

Dear Clerk:

Please present the following application for **Addition** to your board and send us the results of that action.

ADDITION: OUTDOOR AREA

LICENSE #: I-122705

LICENSEE: GOONIES SPORTS BAR & GRILL LLC

TRADE NAME: GOONIES SPORTS BAR & GRILL

ADDRESS: 1802 E 20TH PLACE

CITY/COUNTY: SCOTTSBLUFF/SCOTTS BLUFF

CONTACT NUMBER: 308-765-9859

CONTACT PERSON: PAUL GUHN

EMAIL: GUHNPAL@GMAIL.COM

REQUEST: ADDITION OF OUTDOOR AREA APPROX 50 X 90

**MAKING THE NEW DESCRIPTION READ: ONE STORY BLDG APPROX 90 X 70
INCLUDING OUTDOOR AREA APPROX 50 X 90**

APPROVED _____ **DISAPPROVED** _____

Tracy Burmeister
Licensing Division

**APPLICATION FOR ADDITION
TO LIQUOR LICENSE**

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

Office Use

RECEIVED

MAY 20 2021

NEBRASKA LIQUOR
CONTROL COMMISSION

Application:

- Must include processing fee of \$45.00 check made payable to the Nebraska Liquor Control Commission or you may pay online at www.ne.gov/go/NLCCpayport
- Must include a copy of the lease or deed showing ownership of area to be added. This is still required even if it's the same as on file with original application
- Must include simple hand drawn sketch showing existing licensed area and area to be added, must include outside dimensions in feet (not square feet), show direction north.
NO BLUE PRINTS
- May include approval from the local governing body; no addition shall be approved unless endorsed by the local governing body
- Check with your local governing body for any additional requirements that may be necessary in making this request for addition

LIQUOR LICENSE # 122705 CLASS TYPE I
LICENSEE NAME GOONIES SPORTS BAR & GRILL LLC
TRADE NAME GOONIES SPORTS BAR & GRILL
PREMISE ADDRESS 1802 East 20th Place
CITY Scottsbluff ZIP CODE 68361 COUNTY Scottsbluff
CONTACT PERSON Paul Guhn
PHONE NUMBER OF CONTACT PERSON 308-765-9859
EMAIL ADDRESS OF CONTACT PERSON guhpaul@gmail.com

ck 2965
45⁰⁰ 46



2100005620

FORM 110
REV JULY 2015
Page 1 of 2

RECEIVED
3/2

What is being added?

Explain the type of addition that is being requested, i.e. beer garden, adding to building

outdoor patio w/ seating area - 6' high chain link fence with
emergency exit gate & side door entrance to bar

2. Will this addition cause the location to be within 150 feet of a church, school, hospital, home for the aged or indigent persons or for veterans, their wives, and children; or within 300 feet of a college or university campus?

☐

YES

☒

NO

If yes, provide name and address of such institution and where it is located in relation to the premises (Neb. Rev. Stat. 53-177)(1).

Must include supplemental Form 134 found at this link: <http://www.lcc.ne.gov/formsdiv.html>

If proposed location is within 300 feet of a campus, the Commission may waive this restriction upon written approval from the governing body of the college or university. (Rev. Stat. 53-177)(1).

Must include supplemental Form 135 found at this link: <http://www.lcc.ne.gov/formsdiv.html>

3. Include a sketch of the area to be added showing:

- ✓ existing licensed area with length & width in feet
- ✓ area to be added with length & width in feet
- ✓ direction north

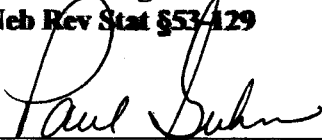
4. If adding an outdoor area explain:

- ✓ type of fencing
- ✓ height of fence
- ✓ length & width of outdoor area in feet

12.07 Outdoor area shall mean an outdoor area included in licensed premises, which is used for the service and consumption of alcoholic liquors and which is contained by a permanent fence, wall or other barrier approved by the Commission and shall be in compliance with all building and fire, or other applicable local ordinances.

Rule Chapter 2-012.07

I acknowledge under oath that the premises as added to comply in all respects with the requirements of the act.
Neb Rev Stat §53-129



Signature of Licensee or Officer

State of Nebraska

County of _____

The foregoing instrument was acknowledged before me this

_____ Date

by _____

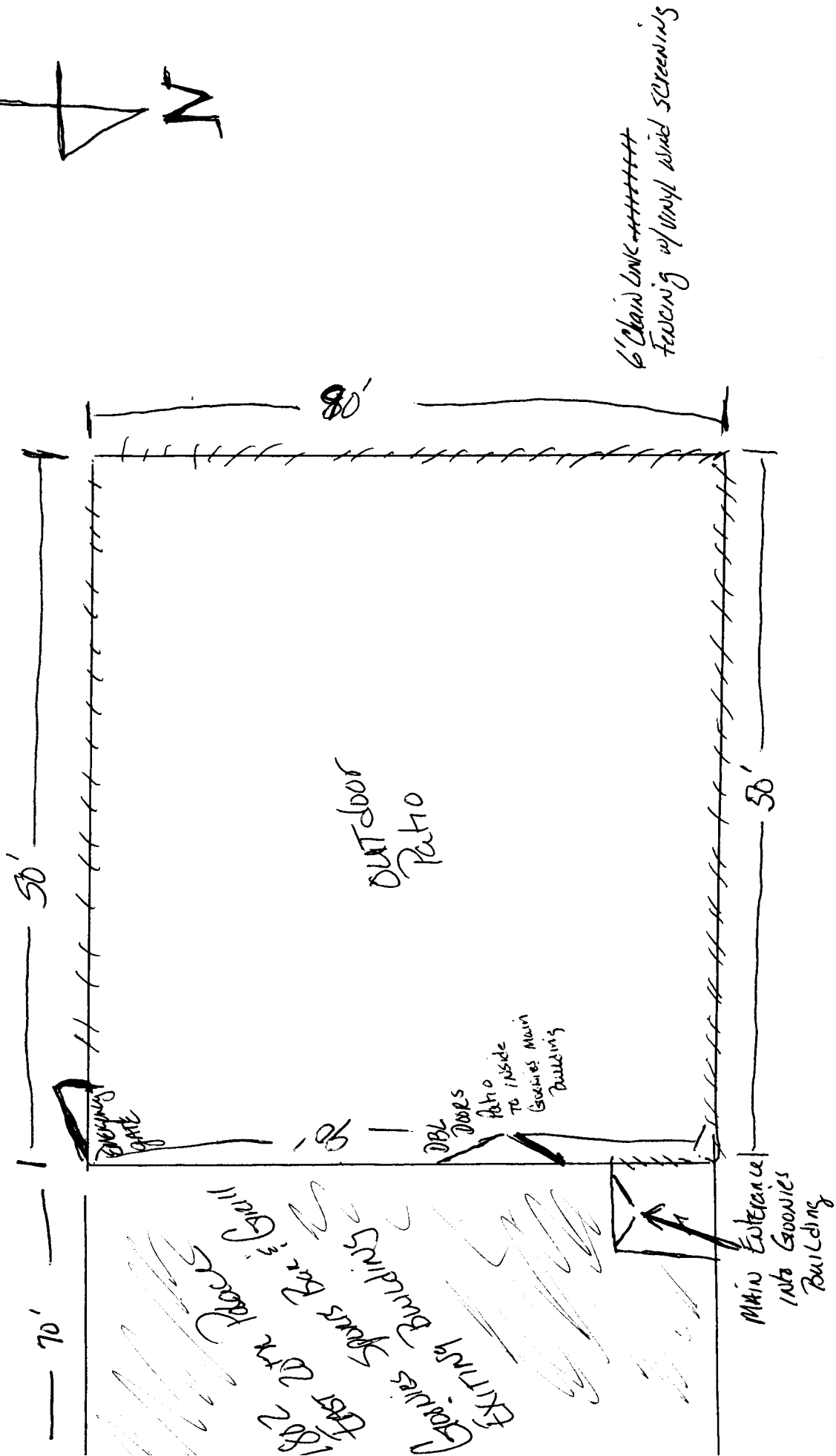
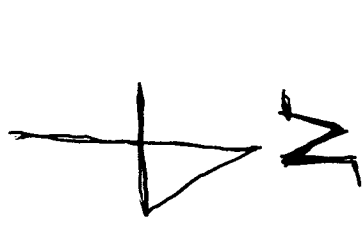
name of person acknowledged (individual(s) signing document)

Affix Seal

Notary Public signature

FORM 110
REV JULY 2015
Page 2 of 2

Existing Building Enclosure
is 70' x 90'



Copy

COMMERCIAL LEASE

THIS LEASE is made as of August 1, 2018, by and between Story, L.L.C., a Nebraska Limited Liability Company ("Owner") and Goonies Sports Bar LLC a Nebraska Limited Liability Company ("Tenant"), and Paul Guhn.

1. **Description of Premises.** Owner leases to Tenant upon the terms and conditions set forth herein the following premises:

Lot 2B, Subdivision of Lot 2, Block 3, East Portal Addition, an Addition to the City of Scottsbluff, Scotts Bluff County, Nebraska, according to the recorded plat thereof (Street address: 1802 East 20th Street, Scottsbluff, NE 69361)

(herein called the "Premises").

2. **Term.** The primary term ("Primary Term") of the lease of the Premises shall commence on July 18, 2018 ("Commencement Date") and terminate on July 30, 2023 ("Termination Date").

3. **Rent.** During the Primary Term, Tenant shall pay Owner as rent for the lease of the Premises the sum of \$4000. per month ("Rent") payable in advance provided that no Rent shall be owing for the first 60 days of this Lease beginning on the Commencement Date. The first Rent payment shall be due and payable 60 days from the Commencement Date ("First Rent Payment Date") and thereafter the monthly Rent payments shall be due on the first day of each calendar month during the term of this Lease. Rent will increase after the first year (12 months commencing on date of signed Lease) to \$5000 monthly for the duration of the term of the Lease Agreement. If the First Rent Payment Date is not the first day of a calendar month, the Rent for that calendar month shall be prorated based on the number of days of the calendar month from the First Rent Payment Date to the end of the calendar month. Rent shall be paid to Owner at the following address:

Story, L.L.C.
2821 5th Avenue
Scottsbluff NE 69361

If the full Rent owing is not paid within 7 days of the due date, a late charge equal to 10% of the amount of unpaid Rent ("Late Charge") shall also be owing by Tenant to Owner. All payments received from Tenant shall be applied first to the payment of Late Charges owing and the balance to Rent.

4. **Option to Renew.** Tenant shall have the option to renew this Lease for two additional five year terms (each referred to as a "Renewal Term") on the same terms and conditions provided herein (except for Rent), by giving written notice to Owner of Tenant's election to renew the Lease on or before 90 days prior to the expiration of the Term in effect. The monthly Rent for each Renewal Term shall be adjusted based on any increase in the Consumer Price Index for Urban Consumers ("CPI-U") as prepared by the United States Department of Labor (the "Index"). If the Index in effect at the beginning of a Renewal Term is greater than the Index in effect at the beginning of the immediately preceding Term (which would be the Primary Term or the first Renewal Term) the percentage of the increase in the Index between the two dates shall be determined and the monthly Rent for that Renewal Term shall be the monthly Rent for the immediately preceding Term increased by that percentage. There will be no adjustment to the Rent if there is a decrease in the Index between the two dates.

5. **Security Deposit.** Prior to the Commencement Date, the Tenant will deposit with Owner a security deposit equal to \$4,000.00. Upon the expiration of this Lease, the money held as security may be applied toward the payment of any unpaid Late Charges, Rent and the amount of damages which Owner has suffered by reason of Tenant's noncompliance with this Lease or with the law, including Owner's costs in reletting the Premises should such be necessary as a result of a default by the Tenant. Any excess will be returned to Tenant.

6. **Use of Premises.** Tenant shall use and occupy the Premises for the following purposes only, and for no other purposes:

Retail food restaurant and for incidental purposes related thereto.

7. **Owner's Equipment.** The parties acknowledge that there are fixtures, furniture and equipment located on the Premises which is owned by Owner ("Owner's Equipment"). The Owner's Equipment includes, without limitation, stainless steel equipment and mechanical equipment located in the kitchen and bar area, outside smoker, dining room tables and booth packages. Tenant shall have the right to use Owner's Equipment during the term of this Lease. Tenant will use the Owner's Equipment with due care and for the purpose for which it is intended, and will maintain the Owner's Equipment in good repair, condition and working order. Tenant shall be responsible for the maintenance, repair and replacement of the Owner's Equipment at Tenant's expense. Upon the expiration or earlier termination of this Lease, the Owner's Equipment shall be delivered to Owner in the same condition as when delivered to Tenant, or as later improved, ordinary wear and tear excepted. OWNER MAKES NO WARRANTY WITH RESPECT TO THE OWNER'S EQUIPMENT, EXPRESS OR IMPLIED, AND OWNER SPECIFICALLY DISCLAIMS ANYW ARRANTY OF MERCHANTABILITY AND FITNESS FORA PARTICULAR PURPOSE AND ANY LIABILITY FOR CONSEQUENTIAL DAMAGES ARISING OUT OF THE USE OF OR THE INABILITY TO USE THE OWNER'S EQUIPMENT.

8. **Utilities.** Tenant shall be responsible for and shall pay, before they become delinquent, all charges for utilities served to the Premises.

9. **Taxes.** Owner shall pay all real estate taxes assessed against the Premises. Tenant shall pay for any personal property tax assessed in connection with Tenant's personal property located on the Premises and the Owner's Equipment.

10. **Insurance.**

A. **Property Damage Insurance.** Owner shall procure, pay for and keep in force during the term of this Lease, insurance on the Premises in the nature of fire and extended coverage. In this connection, proceeds of insurance in respect to any casualty loss shall be used to promptly repair and/or replace the Premises as appropriate and necessary. Tenant shall procure, pay for and keep in force property damage insurance covering Tenant's personal property located on the Premises as Tenant deems appropriate. Tenant shall also procure, pay for and keep in force property damage insurance covering the Owner's Equipment for full replacement value thereof.

B. **General Liability Insurance.** Tenant shall, at all times during the term of this Lease, at Tenant's sole expense, keep in full force and effect a policy of comprehensive general liability insurance with respect to the Premises and all business operated thereon, to cover bodily injury to persons and damage to property, including loss of use thereof. Such coverage shall apply with respect to the Premises and any business operated thereon by Tenant. The combined limit of liability of this coverage shall not be less than \$1,000,000.00 for injury to or death to anyone person, \$2,000,000.00 for injury or death in anyone occurrence, and \$100,000.00 for property damage liability. Such insurance shall name Owner as an additional insured.

C. **Notice of Cancellation.** All insurance nolicies required to be maintained by Tenant under this section shall provide that the policies may not be cancelled or modified without at least 30 days' prior written notice to Owner and that the insurer will provide at least 30 days' prior written notice of non-renewal, non-payment of premium or material change to Owner.

D. **Evidence of Coverage.** Upon request of Owner, Tenant shall provide to Owner the appropriate certificates of insurance showing that Tenant has obtained the insurance coverage required by this section.

11. **Repairs and Maintenance.**

A. **General Provisions.** Tenant shall not commit or allow waste on the Premises and shall, at Tenant's own expense, keep the sidewalks and driveways which are part of the Premises cleared of snow or other things as City ordinances or authorities may require. Tenant shall not destroy, deface, damage or remove any part of the Premises or permit any person to do so. Tenant, at Tenant's own expense, shall be responsible for and shall keep and maintain the non-structural portion of the Premises in good condition and repair considering the age of the improvements. Owner shall be responsible for the maintenance and repair of the structural parts of the Premises and utility systems unless the repair or replacement is necessitated by Tenant's misuse or negligent act or omission in which case Tenant shall be responsible therefor. For purposes of this Lease, structural parts of the Premises and utility systems shall include the foundation, floor, exterior walls and roof, furnace and heating system, air conditioning, plumbing, water heater and electrical system. On expiration of the term of this Lease, Tenant shall deliver the Premises to Owner in the same condition as they were on the commencement of the Lease, or as later improved, ordinary wear and tear excepted. In connection with this provision, Tenant acknowledges that the Premises are currently in good condition and repair. In addition, all interior dining room tables and booth packages located on the Premises are currently in good condition with no tears in booths or broken tables, and on expiration of the Lease, the booths and tables will be delivered to Owner in the same condition as they are now, ordinary wear excepted.

B. **Parking Lot Maintenance.** Tenant shall be responsible for cost and expense of snow removal from the parking lot on the Premises. Also, Tenant shall pay all costs and expenses of parking lot maintenance and repairs, including painting stripes and scaling cracks, up to \$500.00 in any calendar year. Owner shall pay the cost of any necessary repairs and maintenance in excess of that amount.

12. **Signs.** Tenant may affix signs to the Premises subject to the approval of Owner and in compliance with the applicable governmental ordinances. There is presently a sign frame and pole on the Premises available for Tenant's use. If Tenant wishes to utilize the same frame and pole, Tenant may do so at Tenant's expense. Upon expiration of the term of this Lease, all signs placed upon the Premises by Tenant shall be removed by Tenant and Tenant shall, at Tenant's cost, repair any damage to the Premises caused by the removal.

13. **Hazardous Materials.** Tenant shall keep the Premises in compliance with all applicable laws, ordinances and regulations relating to industrial hygiene or environmental protection (collectively referred to as "Environmental Laws"). Tenant shall keep the Premises free from all substances deemed to be hazardous or toxic under any Environmental Laws (collectively referred to herein as "Hazardous Materials") except those Hazardous Materials necessary or useful to Tenant's business which are used, kept, stored and disposed of in a manner that complies with all Environmental Laws and do not substantially increase the risk of fire or other casualty to the Premises. Tenant hereby agrees to indemnify and hold harmless Owner from and against any and all claims, damages, losses and liabilities arising in connection with the presence, use, disposal or transport of any Hazardous Materials on, under, from or about the Premises. Tenant's obligations, pursuant to the foregoing indemnity shall survive the termination of this Lease.

14. **Inspection by Owner.** Owner and Owner's representatives shall have the right, upon reasonable prior notice to Tenant, to enter the Premises at all reasonable times during regular business hours to inspect the Premises or to make repairs in accordance with the provisions of this Lease. Owner shall have the right to place usual notices of "For Rent" on the Premises and to show the Premises at reasonable hours to prospective renters for 90 days prior to the expiration of this Lease. Notwithstanding the foregoing, Owner shall have the right to enter the Premises at any time in response to an emergency situation.

15. **Improvements.** Tenant shall not alter in any manner or add improvements to the Premises without the prior written consent of the Owner. All alterations and improvements made by Tenant shall become part of the Premises and shall remain on the Premises upon expiration of this Lease.

16. **Personal Property.** All furniture, fixtures and equipment installed by Tenant on the Premises, whether such items are owned or leased by Tenant, shall, at all times, be and remain personal property regardless of the method in which the items are attached or affixed to the Premises. Tenant shall have the right to remove such property from the Premises provided that Tenant repairs any damage caused by such removal and such items are removed prior to expiration of the Lease. The parties understand and agree that the Owner's Equipment located on the Premises is not property of the Tenant and shall remain on the Premises upon the expiration of the Lease and Tenant shall have no right to remove the Owner's Equipment from the Premises.

17. **Remedies on Default.** All covenants and agreements contained in this Lease are declared to be conditions to this Lease and to the term hereby demised to Tenant. Upon nonpayment of the whole or any portion of the Rent within 7 days of the time when the same is to be paid, or upon violation or nonfulfillment of any of the other covenants, agreements or other conditions of this Lease which is not cured within 20 days after written notice of the same is given to Tenant, Owner, besides other rights or remedies Owner may have, shall have the immediate right of reentry. Should Owner elect to reenter, as herein provided, or should Owner take possession pursuant to legal proceedings or pursuant to any notice provided for by law, Owner may terminate this Lease or Owner may, from time to time, without terminating the Lease, re let the Premises or any part thereof for the account of the Tenant, for such terms and conditions as Owner may in Owner's own discretion deem advisable. Rentals received from such letting shall be applied: First, to the payment of any cost of any such reletting; Second, to the payment of any indebtedness, other than Rent, due hereunder from Tenant to Owner, including Late Charges; and Third, to the payment of Rent due and unpaid hereunder. Should such rentals received from such reletting during any month be less than that agreed to be paid during that month by Tenant hereunder, the Tenant shall pay such deficiency to Owner. Such deficiency shall be calculated and paid monthly. The specific remedies provided for herein are cumulative and are not exclusive of any other remedies. Owner may also pursue any other remedy or take such other action that is available to Owner at law, equity or otherwise. Failure by Owner to object to a violation or nonfulfillment of any of the conditions, agreements or covenants of this Lease by Tenant shall not be a waiver of the right to insist on the subsequent performance of that condition, covenant or agreement, or any other condition or agreement.

18. **Destruction of Premises.** In the event of any damage to the Premises, or any part thereof, which damage is covered and insured by the applicable insurance coverage, and unless the Lease is terminated by Tenant as provided herein, this Lease shall remain in full force and effect and Tenant shall pay each month, as rental for such portion of the Premises as can be reasonably used by Tenant for Tenant's intended purpose, until the damage be repaired, an amount which bears the same proportion to the Rent reserved herein as the area of the Premises which can reasonably be used by Tenant for Tenant's intended purpose bears to the total area of the Premises. Owner shall have no obligation or liability whatsoever to Tenant, and Tenant shall not be entitled to recover any damages whatsoever against Owner, for any loss occasioned by the damage, but Owner shall, with reasonable diligence after the occurrence of the damage, not later than 45 days thereafter, commence to repair the damage. If the insurance proceeds available to Owner are insufficient to enable Owner to repair the building to its condition prior to the casualty, then Owner may, at Owner's option, terminate this Lease. In the event the Premises are damaged to the extent that they cannot be reasonably used by Tenant for Tenant's intended purpose, Tenant may, at Tenant's option, terminate this Lease. Tenant must notify Owner in writing of Tenant's intent to terminate within 30 days after the occurrence. If the Tenant does not elect to terminate the Lease, then Owner shall have 45 days from the occurrence of the damage to commence reconstruction of the Premises.

19. **Assignment and Subletting.** Tenant may not assign its rights and obligations hereunder or sublease all or any portion of the Premises without the prior written approval of Owner, which approval shall not be unreasonably withheld. No assignment or sublease shall operate so as to relieve Tenant of any obligation or liability hereunder and Tenant shall indemnify Owner and hold Owner harmless from and in connection with any breach or default hereof by any assignee or sublessee.

20. **Notices.** All notices provided for hereunder shall be in writing and shall be deemed to have been duly given on the date of service if personally served on the party to whom the notice is given or on the date of mailing if mailed by United States Certified Mail, postage prepaid and properly addressed as follows:

TO Owner AT: Story, LLC
2821 5th Avenue
Scottsbluff, NE 69361

TO Tenant AT: Paul Guhn
1210 7th St.
Gering NE 69341

Either party may change the address to which notices are to be sent by written notice to the other party given as aforesaid, but any such change of address shall not be effective until seven (7) days after the giving of the notice of the change.

21. **Severability.** In the event any of the provisions of this Lease shall be held to be invalid, illegal or unenforceable in any respect, such invalidity, illegality or unenforceability shall not affect any other provision of this Lease, and this Lease shall be construed as if such invalid, illegal or unenforceable provision had never been contained herein.

22. **Nonwaiver.** No waiver of any breach of this Lease by Owner or Tenant, shall be considered to be a waiver of any other or subsequent breach.

23. **Guarantee.** Guarantors, jointly and severally, unconditionally guarantee the prompt payment and performance of all obligations and responsibilities of the Tenant hereunder, including the payment of Rent.

24. **Binding Effect.** This Lease shall extend to and be binding upon the parties hereto, and their successors and assigns.

25. **Applicable Law.** This Lease shall be construed and performed under the laws of the State of Nebraska.

IN WITNESS WHEREOF, the parties hereto have executed this Lease as of the date above indicated.

Paul Guhn, Tenant
By Paul Guhn

By _____

Story, L.L.C., a Nebraska Limited Liability
Company, Owner

By Joe Ostry
Joe Ostry, Member

*Signed 7-17-18
for early access.*

City of Scottsbluff, Nebraska

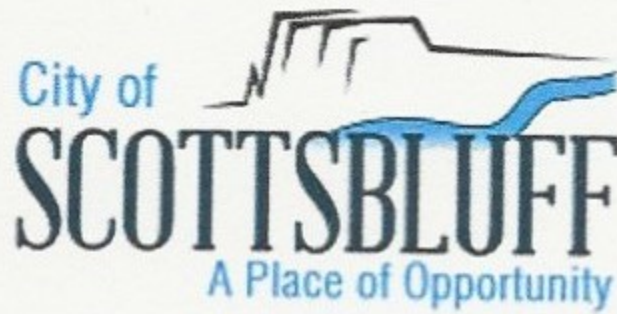
Monday, June 7, 2021

Regular Meeting

Item Reports1

Council to discuss and consider action on a request from Old West Balloon Fest/National Hot Air Ballooning Competition for funding to help defray the cost of hotel accommodations.

Staff Contact: Starr Lehl, Economic Development Director



REQUEST FOR FUTURE AGENDA ITEM

If you have a specific topic that you would like the City Council to discuss at a future meeting, please list your name, address, telephone number, and the specific topic. The item will be reviewed and possibly scheduled for a future meeting or forwarded to City staff for appropriate action.

Name: Old West Balloon Fest - Colleen Johnson

Address: P.O. Box 251
Mitchell, NE 69357

Telephone #: (308) 225-0128

Date of Request: 5/18/2021

Description of Requested Topic: LB840 funds - See
Attached document describing request.

The principal purpose of Old West Balloon Fest/National Hot Air Ballooning Competition is to bring a world class event to Scotts Bluff County. The focus is to create a safe event for the public featuring a Hot Air Balloon Festival and **US National Hot Air Ballooning Championship**. Pilots travel from all over the United States and the world to participate in the competition. With adding the National Competition component, the economic impact on our community will be measured through sales and lodging tax collected. Please see lodging tax figures for previous years reported below. The competition in August 2021 will feature 50 competitors from all over the United States. Those pilots will compete for practice for the world competition held in the summer of 2022. We anticipate the pool of Old West Balloon Fest participants to increase to 35 pilots this year. With 85-90 hot air balloons flying in 2021 the expense of providing hotel accommodations for the pilots is overwhelming. We are asking the City of Scottsbluff and the City of Gering to consider using the tourism LB840 funds to help us defray the cost of hotel accommodations. The pilots will be staying in two hotels in Scottsbluff and two hotels in Gering. We are asking for \$25,000 from each municipality. The impact on our community with dollars spent in local businesses is substantial.

All travelers visiting our area will purchase gas, shop the local stores, eat in our restaurants, and use local hotels/RV camps for lodging. Taxes collected through lodging reports from 2020 are impressive considering the Covid19 pandemic. To put things into perspective, lodging tax collected in August before Old West Balloon Fest was re-established reported in 2013 were \$28,438.98; and in 2014 were \$29,542.93. The lodging tax collected in Scotts Bluff County in August 2019 (the first year of Nationals) was \$63,001.98. Last year's tax collected in 2020 was lower at \$43,197.36, but considerably more than the 2013 and 2014 lodging taxes collected. We did not factor in taxes from 2015-2018 as the event was held in September for those years.

The festival will show case our region by attracting the public from surrounding states, Colorado, Wyoming, South Dakota, Kansas, and Nebraska. The hope would be that the festival will continue to attract the public from the surrounding region and grow each year in attendance. It will give us the chance to show case our community on a nationwide basis for those pilots who are attending from over 25 states represented in the competition. The feedback from our Nationals pilots who attended the 2019 and 2020 event was incredibly positive. The community involvement was phenomenal with over 300 local volunteers helping to put on an incredible safe event.

City of Scottsbluff, Nebraska

Monday, June 7, 2021

Regular Meeting

Item Reports2

Council to discuss and consider action on the Economic Development Assistance Agreement for Prime Metals, Inc.

Staff Contact: Starr Lehl, Economic Development Director

ECONOMIC DEVELOPMENT ASSISTANCE AGREEMENT

This Agreement is made on June 7, 2021, between the City of Scottsbluff, Nebraska (the “City”) and Prime Metal Products, Inc. (the “Applicant”).

Recitals:

a. The City has adopted an Economic Development Plan pursuant to the Nebraska Local Option Municipal Economic Development Act (the “Plan”). Pursuant to the Plan, the City has implemented an Economic Development Program (the “Program”);

b. The Applicant has made application for assistance from the Program (the “Application”);

c. The Administrator of the Program (the “Administrator”) and the City Economic Development Application Review Committee (the “Committee”) have reviewed the Application and recommended to the City Council (the “Council”) that a grant (the “Grant”) be made to the Applicant from the City of Scottsbluff Economic Development Fund (the “Fund”) as provided for in this Agreement. The City Council has approved the Committee’s recommendation;

d. The parties now desire to enter into this Agreement for the purpose of setting out the terms and conditions of the Grant.

Agreement:

1. Purpose of Grant:

The Applicant’s primary manufacturing plant is located in Gering, Nebraska. The Applicant is expanding its business for a headquarters, drafting, sales, and accounting facility in Scottsbluff, Nebraska (the “Business”). The Applicant’s principal source of income is the manufacture, distribution, and installation of HVAC duct systems and related sheet metal fabrication out of the Gering, Nebraska facility. The Applicant has applied to the Program for a grant for the purchase and establishment of the Business in Scottsbluff, Nebraska. The proceeds of the Grant (as defined below) will be used primarily for the construction and establishment of the Business in Scottsbluff, Nebraska.

2. Amount of Grant:

The Grant shall be in the amount of \$750,000 and shall be disbursed from the City’s Economic Development Fund (the “Fund”) to the Applicant as provided for below. The Grant shall be represented by a promissory note (the “Note”) to be signed at the Grant Closing in the form of the attached Exhibit A. The Note shall not carry interest. Repayment and the application of job credits against the outstanding amount of the Grant shall be as set out below.

3. Grant Disbursement and Grant Closing:

a. Following approval of this Agreement, \$500,000 will be scheduled as a claim at the next Council meeting for which the matter may be reasonably scheduled. Following claim approval of \$500,000 by Council, and if the Applicant has satisfied all conditions to Closing, disbursement of \$500,000 shall be made within 10 business days. The disbursement of the Grant proceeds shall constitute the “Grant Closing”.

b. After January 1, 2023, the Applicant may request, in writing, the remaining \$250,000 of the Grant for the purposes of expanding and outfitting the Business in Scottsbluff, Nebraska. Upon receipt of such request, \$250,000 shall be scheduled as a claim at the next Council meeting for which the matter may be reasonably scheduled. Following claim approval of \$250,000, and if the Applicant has satisfied all conditions to Closing and is not in default of this Agreement or any document executed pursuant to this Agreement, disbursement of \$250,000 shall be made within 10 business days.

4. Job Credits:

As long as the Applicant is not in default of the Note, this Agreement, or any other document entered into pursuant to this Agreement, the Applicant shall be eligible for credit against the balance due under the Note for Job Credits earned during a Year. A “Year” shall mean the 12-month period ending on each December 31, with the first Year beginning January 1, 2022. “Annual Job Credits” shall be calculated as follows:

a. The Applicant is eligible to receive a “Base Annual Job Credit” during a Year equal to the Eligible FTE’s for a Year multiplied by \$2,000.

b. If at the end of a Year, (1) the Annual Report (as provided for below) indicates that the Applicant has any Eligible FTE’s that have average earnings for the Year of at least (i) \$14 per hour in the case of hourly employees, or (ii) \$29,120 in the case of salaried employees, and (2) such employees are eligible for the Applicant’s fringe benefit plan, then the Applicant may earn additional job credits (the “Additional Annual Credits”) as calculated on a per employee basis based on the following table:

<u>Additional Credit</u>	<u>Hourly Rate (Based on 2080 hours)</u>	<u>Annual Salary</u>
\$400	\$14.00 to \$17.99	\$29,120 to \$37,439
\$800	\$18.00 to \$21.99	\$37,440 to \$45,759
\$1,200	\$22.00 to \$25.99	\$45,760 to \$54,079
\$1,600	\$26.00 to \$29.99	\$54,080 to \$62,399

\$2,000

\$30.00 and above

\$62,400 and above

In calculating the hourly rate or salary rate for purposes of the above table, the Applicant is entitled to add the hourly equivalent or annual cost of the following fringe benefits provided to the applicable employee by the Applicant: 401k Plan, profit sharing, pension or equivalent retirement benefits, health insurance, and life and disability insurance.

c. For purposes of this Agreement, Annual Job Credit shall mean the total of the Base Annual Job Credits and the Additional Annual Credit.

d. The Grant shall earn Annual Job Credits for the ten (10) Years, beginning January 1, 2022. After the tenth (10th) Year of earning Annual Job Credits, the balance due on the Note, if any, shall be repaid by the Applicant to the Fund.

5. Employee Definitions:

a. "Full Time Employee" shall mean a bona fide employee of the Applicant who (1) is classified by the Applicant as full time; and (2) subject to normal and reasonable waiting periods, is eligible for the employer's normal fringe benefit package. The normal fringe benefit package must, at the least, include a health insurance plan which provides for employee coverage with a significant contribution made by the Applicant.

b. "Eligible Full Time Employee" shall mean a Full Time Employee (1) who (a) primarily lives in the City, or (b) resides within 60 miles of the corporate limits of the City; and (2) works primarily at the Business headquarters and drafting facility in Scottsbluff, Nebraska. Provided, however any Full Time Employee who does not reside within 60 miles of the corporate limits of the City at the time that the Full Time Employee is hired, shall nevertheless be considered an Eligible Full Time Employee if the Full Time Employee moves to a residence within the required geographic area within 6 months of the hiring of the Eligible Full Time Employee.

c. "Full Time Equivalent" Employees (the "FTE's") shall be the number arrived at by dividing the total hours paid by the Applicant to their Eligible Full Time Employees during a Year divided by 2,080 hours, and then rounded down to the nearest tenth; provided, however, the maximum hours paid that can be counted for any one Eligible Full Time Employee shall not exceed 40 hours per week. Salaried employees shall be presumed to have been paid on the basis of 40 hours per week.

d. Eligible FTE's shall mean the FTE's calculated for a Year, less 2. The Applicant understands that the Applicant is the recipient of another grant from the Program for the Gering, Nebraska facility pursuant to a February 18, 2020 agreement (the "Gering Agreement"), and that the Applicant has obligations under that Gering Agreement for job creation of approximately 70 FTE's for the fabrication facility, . The Applicant anticipates that 2 employees from the fabrication facility will be relocated to the Business in Scottsbluff, Nebraska, and that as such the Applicant will not be provided Eligible FTE credit for 2 FTE's. Outside of the 2 FTE's moving

to the Business in Scottsbluff, Nebraska, the Applicant further understands and acknowledges that the terms of this Agreement will not amend or modify the FTE obligations and credits for the Gering Agreement or the fabrication facility, and that the Applicant may not include FTE's for this Business in Scottsbluff, Nebraska towards FTE credits on the Gering Agreement associated with the fabrication facility.

6. Representations and Warranties of the Applicant:

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

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

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

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

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

7. Representations and Warranties of the City:

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

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

b. No representation or warranty made by the City in this Agreement contains or will contain any untrue statement of any material fact, or omits or will fail to state any material fact

known to the City that is required to make the statements not misleading.

8. Conditions to Grant Closing:

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

- a. All representations and warranties of the Applicant shall be true as of the Grant Closing.
- b. The Applicant shall have delivered to the City:
 - (1) Evidence of Good Standing of the Applicant from the Nebraska Secretary of State.
 - (2) A copy of the current and correct Articles of Incorporation and Bylaws of the Applicant certified by the Secretary of the Applicant to be correct;
 - (3) Certified resolutions of the Applicants Board of Directors authorizing this Agreement and providing for signature authority.
 - (4) Updated and current personal financial statements of all shareholders of the Applicant, executed and verified by each shareholders of the Applicant, which personal financial statements are materially similar in terms of net worth to the personal financial statements upon which the City required personal guaranties for the Gering Agreement associated with the fabrication facility.
- c. The Applicant shall have received new loan approval and a loan closing from Platte Valley Bank in the amount of \$1,000,000.00, as indicated in the Application.
- d. The Applicant, or its affiliate, shall have closed on the real estate purchase for the Business in Scottsbluff, Nebraska, and shall have received seller-financing related to the real estate purchase.
- e. In order to secure the Grant, the Applicant shall have delivered to the City the following:
 - (1) a joint and several guaranty (the "Guaranty") of the all the owners of the Applicant, in a form agreeable to the City. The form of the Security Agreement is attached as Exhibit B.
 - (2) a security agreement (the "Security Agreement") covering the Applicant's equipment, inventory, accounts, and other personal property which shall be second in priority to the Applicant's primary lender, Platte Valley Bank. The form of the Security Agreement is attached as Exhibit C.

(3) a deed of trust (the “Deed of Trust”) on the real estate of the Applicant’s Business in Scottsbluff, Nebraska, which shall be junior in priority only to the deed of trust associated with the seller-financing of the real estate. The form of the Security Agreement is attached as Exhibit D.

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

g. There shall have been no material adverse change in the operation or financial status of the Applicant and the Grant Closing shall constitute the Applicant’s representations that there has been no such material adverse change.

h. In requesting the disbursement of the Grant, the Applicant is considered to have represented that the above conditions have been satisfied and are continuing to be satisfied.

9. Annual Reports:

If the Applicant desires to claim Annual Job Credits, the Applicant shall annually, within 60 days of the end of each Year, provide to the Administrator a report in form and substance acceptable to the Administrator which calculates the Annual Job Credit for the Year (the “Annual Report”). The Administrator shall have the right at any time to (i) require that the Annual Reports be reviewed at the Applicant’s expense by a Certified Public Accountant reasonably acceptable to the Administrator, or (ii) hire, at the Administrator’s own expense, an independent Certified Public Accountant or other Business or financial expert, to review the books and records of the Applicant pertaining to the Annual Report and any other terms and conditions as provided for in this Agreement. If after a review or audit of the Applicant’s records it is discovered that the Annual Job Credit claimed on the Annual Job Credit Report exceeds 10% of the Annual Job Credit as determined by the Administrator, then the Administrator may require the Applicant to reimburse the Fund for the actual cost of the audit.

10. Default:

The Applicant shall be in default in this Agreement and the Note if any of the following happen:

a. Failure to comply with any of the terms of this Agreement, the Note, the Security Agreement, the Deed of Trust, or the Guaranty to include an assignment not permitted under this Agreement.

b. Any warranty, representation or statement made or given to the City by the Applicant proves to have been false in any material respect when made or given.

c. The Applicant ceases to conduct its Business or moves its Business outside of Scotts Bluff County, Nebraska.

d. Dissolution or liquidation of any of the Applicant, the termination of existence, insolvency, business failure, appointment of a receiver, assignment for the benefit of creditors, or bankruptcy of the Applicant.

11. Assignability:

The Administrator may assign his interest in this Agreement to any successor administrator designated by the City Council. The Applicant may not assign or transfer its interest in this Agreement without the consent of the Administrator. Assignment shall include a transfer of ownership of the Applicant which results in the current shareholders owning less than 51% of the ownership interests of the Applicant.

12. Confidentiality:

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

13. Notices:

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

a. If to the City:

City of Scottsbluff
2525 Circle Drive
Scottsbluff, NE 69361
Attention: City Manager

b. If to the Applicant:

Prime Metal Products, Inc.
220757 NE Hwy. 92
Gering, NE 69341
Attention: Herb Gibson

14. Miscellaneous:

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

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

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

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

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

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

[Signature page to follow]

**Signature Page to Economic Development Assistance Agreement between
the City of Scottsbluff, Nebraska and Prime Metal Products, Inc.**

City of Scottsbluff, Nebraska

Prime Metal Products, Inc..

By: _____
Economic Development
Program Administrator

By: _____
Herb Gibson, President

City of Scottsbluff, Nebraska

Monday, June 7, 2021

Regular Meeting

Item Reports3

Council to discuss and consider action on a letter to the Nebraska Liquor Control Commission requesting unlimited Special Designated Liquor Licenses at the 18th Street Plaza and authorize the Mayor to sign the letter.

Staff Contact: Starr Lehl, Economic Development Director



REQUEST FOR FUTURE AGENDA ITEM

If you have a specific topic that you would like the City Council to discuss at a future meeting, please list your name, address, telephone number, and the specific topic. The item will be reviewed and possibly scheduled for a future meeting or forwarded to City staff for appropriate action.

Name: Starr Lehl

Address: City Hall

Telephone #: (308) 630-6213

Date of Request: 05/28/21

Description of Requested Topic: The Nebr. Liquor Control Commission only allows 12 SDL's per year for a given location and we are asking for an unlimited number to accommodate requests received. The SDL's will still come to city Council for approval.



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

Nebraska Liquor Control Commission
301 Centennial Mall South
Lincoln, NE 68508

Dear Commission Members,

The City of Scottsbluff respectfully requests the city owned 18th Street Plaza in Downtown Scottsbluff be allowed an unlimited number of Special Designated Licenses.

In 2015 the City of Scottsbluff was awarded a Downtown Revitalization Grant from the Nebraska Department of Economic Development. The grant encourages communities to incorporate a “public gathering space” as a part of the planning and implementation process.

Scottsbluff was able to acquire and demolish a few buildings between Broadway and 1st Avenue and closed 18th Street between these two streets making 276’ x 152’ or 41,952 sq. ft. space to enabling multiple uses and satisfying the grant specifications

The City of Scottsbluff has continued to add to the beautification and usefulness of the 18th Street Plaza over the past several years. Some of the improvements include more grass area for picnicking and seating, trees, and six-foot ornamental metal fencing around the perimeter, making the plaza a very popular place to hold events serving adult beverages.

2021 was the city’s First Annual Downtown Cinco de Mayo in the 18th Street Plaza where two SDL’s were issued. The event was a HUGE success and a wonderful community celebration.

Like many cities in Nebraska, Scottsbluff holds a Summer Concert Series which has grown in popularity over the past three years. The event started out as a six-week series, moved to seven in 2020 by following strict Panhandle Public Health District Rules during the pandemic and now in 2021 the event has grown to an eight-week series. Eight SDL's have been issued for the summer events.

Because of the popularity of events being held in the 18th Street Plaza, additional concerts and events are being planned throughout the year and the need for SDL's to be issued exceeds the allowable 12 per year in this specific location.

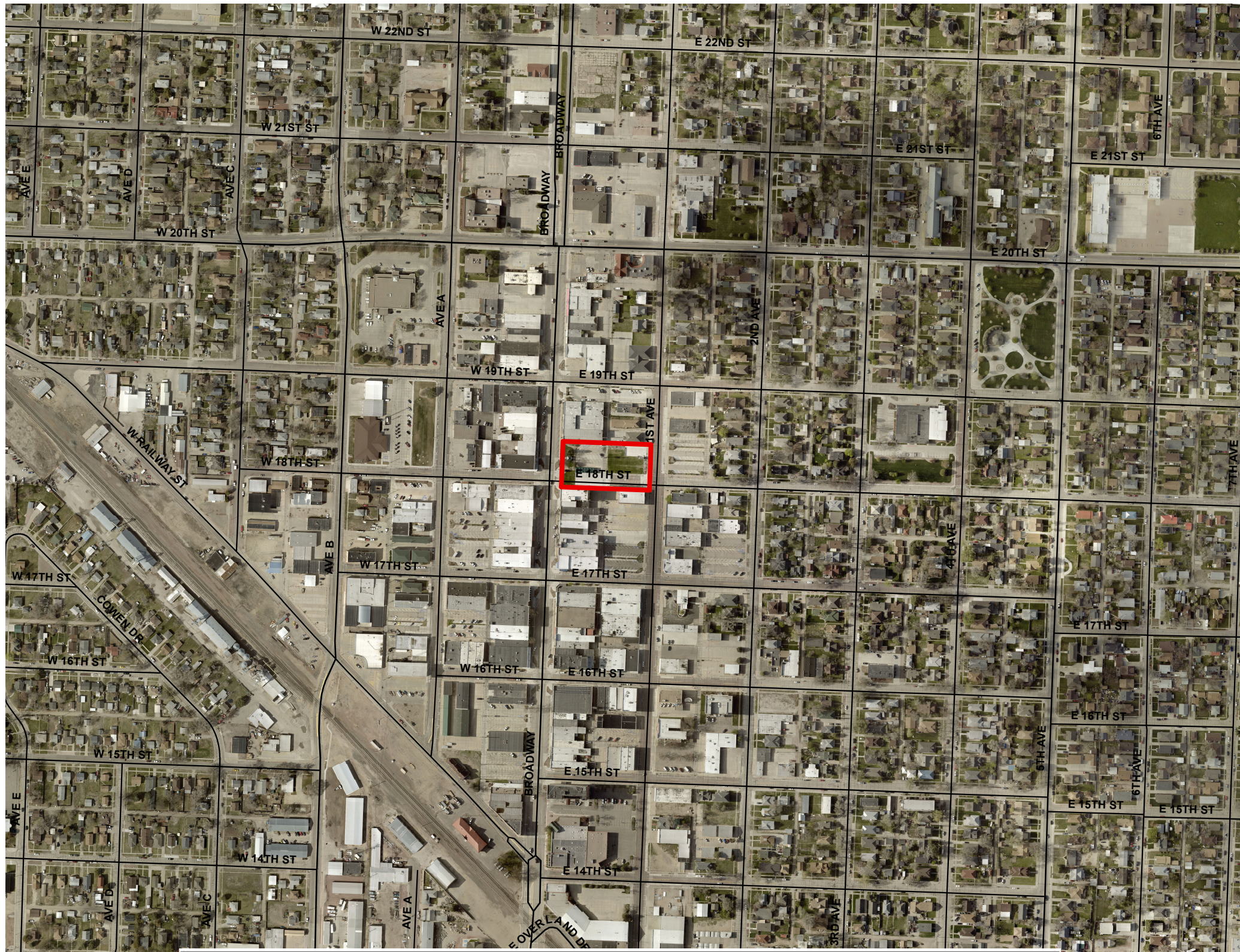
The City of Scottsbluff humbly requests an unlimited number of SDL's be allowed in the city owned 18th Street Plaza, as there will not be an occasion for a permanent liquor license to be issued in this location in the foreseeable future.

Enclosed with this letter is a map of the 18th Street Plaza and letters of support from the city Fire Marshall and Chief of Police.

Thank you for your consideration.

Sincerely,

Jeanne McKerrigan
Mayor of Scottsbluff



City of Scottsbluff, Nebraska

Monday, June 7, 2021

Regular Meeting

Item Reports4

Council to discuss and consider action on installing a digital sign at the Lied Scottsbluff Public Library, 1809 3rd Avenue, Scottsbluff, NE.

Staff Contact: Erin Aschenbrenner, Library Director

Agenda Statement

Item No.

For Meeting of: 6/7/2021

AGENDA TITLE: Digital Marquee at Library

SUBMITTED BY DEPARTMENT/ORGANIZATION: Library

PRESENTATION BY: Erin Aschenbrenner, Library Director

SUMMARY EXPLANATION: The Library Director requests the council's approval to install digital signs on the library.

BOARD/COMMISSION RECOMMENDATION:

STAFF RECOMMENDATION: The Library Director requests the council's approval to install digital signs on the library.

EXHIBITS

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

Other (specify) _____

NOTIFICATION LIST: Yes ☐ No ☐ Further Instructions ☐
Please list names and addresses required for notification.

APPROVAL FOR SUBMITTAL: _____
City Manager

Rev: 11/15/12 City Clerk

Purpose: To provide space for the library and other local non-profits to better advertise their services and programs. This will allow for greater influence and potential to gain new patronage.

Cost: Quote is attached and will be funded completely by the Library Foundation and a generous donation from an anonymous benefactor.

Potential Conflicts:

Light pollution – the signs can be placed on a dimming timer that will bring them down to roughly 10% brightness in the evening.

Weather damage – the signs are covered by warranty that includes weather damage.



180652 Hwy. 26 Scottsbluff, NE 69361
308-632-8414 Phone
308-632-6117 Fax
Federal ID #47-0766191

June 4, 2021

Scottsbluff Library
1809 3rd Avenue
Scottsbluff, NE 69361

Dear Erin,

Ferguson Signs, Inc. is pleased to offer the following quote to provide a new Message Center System for the Scottsbluff Library.

MESSAGE CENTER OPTIONS:

OPTION 1: 2'3"H x 8'3"L x 8"D 8mm, Color, Triple Faced Message Center.
Provides up to 7 lines of 3" Type, 57.6 Characters long. Requires 120V
36 amps of Single-Phase Service and costs approximately \$1.57 per day
to run. OPx, 4G Wireless with Life-of-Sign Cellular Data Plan **\$ 43,863.67**

OPTION 2: 2'3"H x 8'3"L x 8"D 10mm, Color, Triple Faced Message Center.
Provides up to 7 lines of 3" Type, 48 Characters long. Requires 120V
30 amps of Single-Phase Service and costs approximately \$1.31 per day
to run. OPx, 4G Wireless with Life-of-Sign Cellular Data Plan **\$ 38,817.70**

OPTION 3: 3'3"H x 7'3"L x 8"D 8mm, Color, Triple Faced Message Center.
Provides up to 11 lines of 3" Type, 50.4 Characters long. Requires 120V
45 amps of Single-Phase Service and costs approximately \$1.96 per day
to run. OPx, 4G Wireless with Life-of-Sign Cellular Data Plan **\$ 54,086.35**

OPTION 4: 3'3"H x 7'3"L x 8"D 10mm, Color, Triple Faced Message Center.
Provides up to 11 lines of 3" Type, 42 Characters long. Requires 120V
39 amps of Single-Phase Service and costs approximately \$1.70 per day
to run. OPx, 4G Wireless with Life-of-Sign Cellular Data Plan **\$ 47,495.60**

LABOR: Additional charges will be the same for any of the above options.
To include Metal tubing, supports and welding supplies to build custom
frames for securing each Message Center. Labor and materials for state
required electrician to assist with installation. Shop labor and on-site labor.
Permitting and acquisition of permit. \$ 7,700.00

NOTES: -Factory Training is Included with the above Message Center.
-Standard Five (5) year Watchfire Warranty on Parts and Two (2) year
Warranty on Labor from Ferguson Signs.
-If the bid is approved a 1/2 down payment is required the
Balance is due upon completion.

Once the bid is approved, please indicate selection and sign below for
acceptance and return by fax or e-mail.

Your business is very highly appreciated.

Sincerely,

John S. Goodman, President

Name and Title of Representative

Date

City of Scottsbluff, Nebraska

Monday, June 7, 2021

Regular Meeting

Item Reports5

Council to discuss and consider action on a request from Dan Windhorst to replace fencing down the 1st and 3rd base lines at Cleveland Field amounting to \$7,097.70.

Staff Contact: Dustin Rief, City Manager



REQUEST FOR FUTURE AGENDA ITEM

If you have a specific topic that you would like the City Council to discuss at a future meeting, please list your name, address, telephone number, and the specific topic. The item will be reviewed and possibly scheduled for a future meeting or forwarded to City staff for appropriate action.

Name: Klan Hendhorst

Address: 2609 3rd Ave
Scottsbluff, Ne 69361

Telephone #: 635-4908 641-6424

Date of Request: 5-13-21

Description of Requested Topic: Attached is a bid
from Rodriguez Fencing to replace the
fencing down 1st & 3rd base lines
at Cleveland Field. The current fencing
has needed to be replaced for several
years. as it is in sad shape.

RODRIGUEZ FENCING

Estimate/Bid

Date: May 10, 2021

P. O. Box 192
Minatare, NE 69356
308-672-3979
308-631-1979
rodriguezfencing2@gmail.com

To: Twin Cities Baseball Scottsbluff NE

Description	Amount
443' x 6' 9 gauge, tear-out old and install new wire only, (1) 14' x 6' Rolling Gate with hardware. Material & Labor	\$6,897.70
(1) 8' Rolling Gate, Material & Labor	\$800.00
Discount	-\$600.00

Total:

\$7,097.70

If estimate is accepted, half will be collected prior start of work.
Remaining balance due upon completion of work. Estimate are only valid for 1 month.
Rodriguez Fencing is not responsible for any sprinklers and/or private lines damages.

Thank you
Rodriguez Fencing

City of Scottsbluff, Nebraska

Monday, June 7, 2021

Regular Meeting

Item Reports6

Council to discuss and consider action concerning the items on the discretionary fund project list.

Staff Contact: Dustin Rief, City Manager

Council Discretionary List

1. Radar Speed Trailers
2. Dog Park - \$38,800, includes 2 picnic tables and 2 shelters. Council feels more are needed since the current dog park at Riverside is not very accessible. Will contact Common Ground Dog Park Group to work with on the project.
3. Bi-cycle Rodeo - \$94,000, this is a layout of mini-roads, signs, crossings for kids to learn safety. Will work in conjunction with Tri-city Active Living Council to get this project going.
4. Splash Pad – Council would like to consider and see a cost associated with this project. Splash pad is \$80,000 to \$100,000 per pad.
5. Changeable Copy Sign – Council asked about using private signs, such as digital billboards or the sign at Western Travel Terminal. If we wanted a city version we are looking at needing a 20 amp service and a 3 x 5 sign is around \$30,000.
6. Park Security Lighting – Lighting at the soccer complex. Mark Bohl stated we may be able to use lighting from 23 Club for this.
7. Speed Bumps – A Council Member suggested this to control speeds on the Avenues south of the high school.
8. Voice capable weather siren at soccer complex.
9. Downtown Plaza Stage
10. Public Safety (Fire list)
 - a) Need to define a janitorial closet/storage for the PSB. The fire code does not allow storage of combustible materials in a mechanical, boiler, electrical, or fire control room. (IFC315.3.3, 2018). Non-combustible materials may be stored provided they are orderly and separated from heat sources by distance or shielding (IFC 315.3, 2018).
 - b) Carpet and interior paint are in good shape but we need to plan for replacement within the next 3 to 5 years (estimate).
 - c) Lights in the south apparatus bay have been upgraded to LED technology. Consider replacing all lights with LED technology, where applicable.
 - d) Storage building at 21st Avenue and 15th Street is in need of new garage doors, upgraded lighting, roof replacement, paint, and some general maintenance to prevent birds and other animals from getting inside. Fire, Parks, and CERT all use this building for storage. May be cheaper to demolish and rebuild. RFP?
 - e) Consider a storage building in the green space to the east of the PSB. We could house the Hazmat Trailer, EOD Trailer and other supplies (maybe also CERT) which would free space in the apparatus bays for PD vehicles to be parked to protect from inclement weather. Maybe could be large evidence storage? Maybe clear out from the storage at 21st Ave/15th St?

- f) Heating in the apparatus bays needs to be upgraded. The current furnace is on its last leg and does not properly heat the space.
 - g) FD researching a walk-in rescue/command vehicle to consolidate hazmat, technical rescue, and dive rescue. Eliminates the trailer and the bus. Looking at used vehicles.
 - h) Replacement of Engine 1 within the next 2 to 4 years. Engine 1 would become the reserve engine; Engine 2 would be sold/traded. This will update the entire fleet.
 - i) Public Safety Training Facility. Need to find a location to conduct various trainings, including driver training, structure fires, hazmat, technical rescue, various PD trainings? Dispatcher training? Have been working with the college to determine different programs. Maybe a location near the college or utilize space at the well fields off HWY 92?
 - j) Continue to replace 2-4 sets of turnout gear annually. This keeps everyone in compliant gear. We have been spending \$8,000 annually.
 - k) Continue planning of replacement of self-contained breathing apparatus. We have been holding \$10,000 annually.
- 11. Youth Soccer Goals – 8 sets
 - 12. Backstops – 7
 - 13. Updating Council Chambers to be accessible for live viewable meetings.
 - 14. Trees on new Pathway
 - 15. Fence for Dog Park
 - 16. Horseshoe Pit Fence
 - 17. Irrigation system installed around Kiwanis Playground area in Riverside Park.
 - 18. Irrigation system installed around Information Caboose.
 - 19. Restroom renovation at Veterans Park

**City of Scottsbluff
Parks & Recreation
Department**

Park, Cemetery, Recreation and Divisions

Memo

To: Dustin Rief
From: Rick Deeds, Park Supervisor
CC: Mark Bohl
Date: 6-4-2021
Re: Projects

Dog Park Terry Carpenter Park – 4ft fence with 10ft gate and smaller walk in gate. 6ft. fence with 10ft. gate and smaller walk in gate. ... (1000ft)..... \$8,868.33

Horseshoe Court Chain link fence. 4 ft chain link \$9,513.99
Quotes were from Van Pelt Fencing.

Youth Soccer Goals (BSN Sports 6.5ft h x 12ft wide \$3,299.99 pair)

- Northwood Park. 1 set \$3,299.99
- Mc Caffree Park 1 set \$3,299.99
- Bea Lovell Park 1 set \$3,299.99
- Veterans Park already has bigger goals there. ?? if we want to add more.

Baseball/Softball Backstop 10ft. by 10ft with wings and hood \$2,999.99 each.

- Northwood Park – replace the 2 that are there and add 1 total of 3. \$8,999.97
- Mc Caffree Park – 1 \$2,999.99
- Bea Lovell Park – 1..... \$2,999.99
- Terry Carpenter park – 1..... \$2,999.99
- Veterans Park – 1 \$2,999.99

City of Scottsbluff, Nebraska

Monday, June 7, 2021

Regular Meeting

Item CM Rpt1

(informational only): This item is intended for City Manager to inform Council Members of updates since the last City Council meeting.

Staff Contact: