

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

Regular Meeting
May 19, 2014
6:00 PM

1. Roll Call
2. Pledge of Allegiance.
3. **For public information, a copy of the Nebraska Open Meetings Act is available for review.**
4. Notice of changes in the agenda by the city clerk (Additions may not be made to this agenda less than 24 hours before the beginning of the meeting unless added under Item 5 of this agenda.)
5. Citizens with business not scheduled on the agenda (As required by state law, no matter may be considered under this item unless council determines that the matter requires emergency action.)
6. Consent Calendar:
 - a) Approve the minutes of the May 5, 2014 Regular Meeting.
 - b) Approval of plans and specifications for the Radiological Contaminant Study and authorize the City Clerk to advertise for bids to be received by 2:00 p.m. June 9, 2014.
 - c) Council to receive the Lied Scottsbluff Public Library summer schedule.
7. Claims:
 - a) Regular claims
8. Petitions, Communications, Public Input:
 - a) Council to consider a Liquor License Manager License for Daniel Steele as manager of the WalMart Liquor License.
 - b) Council to receive a report from Nebraska Public Power District on the construction of a new substation five miles south of Stegall, NE.
9. Public Hearings:
 - a) Council to conduct a public hearing as advertised for this date at 6:05 p.m. for a Class I Liquor License for Prime Cut Meat Market and Restaurant, 305 West 27th St.
 - b) Council to conduct a public hearing as advertised for this date at 6:05 p.m. for Zone change requests for Lots 2- 3 and Lots 8 -9, Subd. of Enterprise Tracts, from R-1A Single Family Residential to C-2 Neighborhood and Retail Commercial and approve the Ordinance.

- c) Council to consider the revised Preliminary Plat for the Five Oaks Subdivision.
 - d) Council to conduct a public hearing as advertised for this date at 6:05 p.m. for Annexation of Block 9, Five Oaks Subdivision, situated on the SE corner of Avenue I and 42nd Street and approve the Ordinance.
 - e) Council to conduct a public hearing as advertised for this date at 6:05 p.m. for rezone of proposed final plats in Five Oaks Subd: Lots 1-3, & Tract 2, Blk 6; Lot 7, Blk 13; & Lot 8 & Tract 1, Block 14, from Ag to R-1A and approve the Ordinance.
 - f) Council to consider the Resolution for the final plat of Lots 1-3 & Tract 2, Block 6, Five Oaks Subdivision, City of Scottsbluff.
 - g) Council to consider the Annexation Resolution and Plat Resolution for the Final Plat of Lot 7, Block 13, Five Oaks Subdivision, City of Scottsbluff.
 - h) Council to consider the Resolution for the final plat of Lot 8 and Tract 1, Block 14, Five Oaks Subdivision, City of Scottsbluff.
 - i) Council to conduct a public hearing as advertised for this date at 6:05 p.m. for Annexation of proposed Block 6, & Block 14, Five Oaks Subdivision and approve the Ordinance.
10. Financial Report:
- a) Council discussion and directions to staff regarding revenue assumptions for the FY 2015 budget.
11. Reports from Staff, Boards & Commissions:
- a) Council to receive a report from Gering City Administrator, Lane Danielzuk, on a proposal from the Sports Facilities Advisory on the development of a regional recreation master plan.
 - b) Council to consider an agreement with the YMCA for the use of Riverside Park ponds and authorize the Mayor to execute the agreement.
 - c) Council to consider approval of the Economic Development Assistance Extension Agreement with Vertex and authorize the City Manager to execute the agreement.
 - d) Council to authorize the Mayor to sign the lease agreement for the postage machine.
 - e) Council to authorize the Mayor to sign the purchase agreement for a folder/insert machine.
 - f) Council to consider an agreement with Verizon to lease land located in the SW corner of the 23 Club Baseball complex for the construction of a cell tower.
12. Subdivisions & Public Improvements:
- a) Council to consider a plat for an Agricultural Estate Dwelling site situated north of Highland Road and West of County Road 24 and authorize the Mayor to sign the certification.
 - b) Council to consider creation of Paving District No. 311 for Five Oaks Drive and adopt the Ordinance.
13. Resolution & Ordinances:

- a) Council to consider an Ordinance and permitting process to allow businesses to utilize a portion of the City's right-of-way for outdoor seating, dining, and display areas (second reading).
 - b) Council to approve the Rules and Regulations for the use of the Right-of-Way in the City of Scottsbluff.
 - c) Council to consider an Ordinance adopting the 2014 National Electrical Code (third reading).
14. Executive Session
- a) Council reserves the right to enter into closed session if deemed necessary if the item is on the agenda.
15. Public Comments: The purpose of this agenda item is to allow for public comment of items for potential discussion at a future Council Meeting. Comments brought to the Council are for information only. The Council will not take any action on the item except for referring it to staff to address or placement on a future Council Agenda. This comment period will be limited to three (3) minutes per person
16. Council reports (informational only):
17. Scottsbluff Youth Council Representative report (informational only):
18. Adjournment.

City of Scottsbluff, Nebraska

Monday, May 19, 2014

Regular Meeting

Item Consent1

Approve the minutes of the May 5, 2014 Regular Meeting.

Staff Contact: Cindy Dickinson, City Clerk

The Scottsbluff City Council met in a regular meeting on Monday, May 5, 2014 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 May 2, 2014, 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 council meeting should contact the city clerk's office, and that an agenda of the meeting kept continuously current was available for public inspection at the office of the city clerk in City Hall; provided, the city council could modify the agenda at the meeting if it determined that an emergency so required. A similar notice, together with a copy of the agenda, also had been delivered to each council member, made available to radio stations KNEB, KMOR, KOAQ, and television stations KSTF and KDUH, and the Star Herald. The notice was also available on the City's website on May 2, 2014. An agenda kept continuously current was available for public inspection at the office of the city clerk at all times from publication of the notice to the time of the meeting.

Mayor Randy Meininger presided and City Clerk Dickinson recorded the proceedings. The Pledge of Allegiance was recited. Mayor Meininger welcomed everyone in attendance and encouraged all citizens to participate in the council meeting asking those wishing to speak to come to the microphone and state their name and address for the record. Mayor Meininger informed those in attendance that a copy of the Nebraska Open Meetings Act is posted in the back of the room on the west wall for the public's review. The following Council Members were present: Raymond Gonzales, Mark McCarthy, Randy Meininger, Scott Shaver and Liz Hilyard. Absent: None.

Mayor Meininger asked if there were any changes to the agenda. There were none. Mayor Meininger asked if any citizens with business not scheduled on the agenda wished to include an item providing the City Council determines the item requires emergency action. There were none.

Moved by Council Member Gonzales, seconded by Council Member McCarthy, that:

1. "The minutes of the April 21, 2014 Regular Meeting be approved,"
2. "May 19, 2014, 6:05 p.m. be set as the Public Hearing for a Class I Liquor License for Prime Cut Meat Market and Restaurant,"
3. "May 19, 2014, 6:05 p.m. be set as the Public Hearing for Zone change requests for Lots 2 & 3, and Lots 8 and 9, Subd. of Enterprise Tracts 13-15 Addition, from R-1A Single Family Residential to C-2 Neighborhood and Retail Comm. These parcels are south of 27th St. between Ave. F and Ave. G,"
4. "May 19, 2014, 6:05 p.m. be set as the Public Hearing for Annexation of Block 9, Five Oaks Subdivision, this parcel is situated on the SE corner of Avenue I and 42nd Street approximately 7.7± acres,"
5. "May 19, 2014, 6:05 p.m. be set as the Public Hearing for Rezone of proposed Final plats, Lot 7, Blk 13, Lots 1-3, & Tract 2, Blk 6, & Lot 8 & Tract 1, of Blk 14, Five Oaks Subd. from Ag to R-1A Residential. Parcels are W of proposed Five Oaks Dr. and No. of 36th St.; Lot 7, Blk.13 is No. of 38th St.,"
6. "May 19, 2014, 6:05 p.m. be set as the Public Hearing for Annexation of proposed Block 6, & Block 14, Five Oaks Subdivision. These parcels are west of proposed Five Oaks Drive and

north of 36th Street and proposed Sage Brush Drive,” “YEAS”, Gonzales, McCarthy, Meininger, and Hilyard, “NAYS” Shaver. Absent: None.

Moved by Council Member Shaver, seconded by Mayor Meininger, “that the following claims be and hereby are approved and should be paid as provided by law out of the respective funds designated in the list of claims dated May 5, 2014, as on file with the City Clerk and submitted to the City Council,” “YEAS”, Gonzales, Shaver, McCarthy, Meininger and Hilyard, “NAYS” None. Absent: None.

CLAIMS

3M CENTER-TRAFFIC CONTROL,TRAFFIC TAPE,7941.8; 911 CUSTOM,CIP-PO#2 PUB SAFETY,1194; ADVANCE SERVICES, INC,CONTRACT,578.55; AHLERS BAKING INC,DEPT SUPPL,38.97; AIRGAS USA, LLC,DEP SUP,24.54; ALAMAR UNIFORMS,UNIFORMS,276.03; ALL SAFE INDUSTRIES,DEPT. SUPL.,527.96; ALLO COMMUNICATIONS,LOCAL TELEPHONE CHARGES,4692.65; ANITA'S GREENSCAPING INC,CON SRV,631; ASSOC SUPPLY COMPANY, INC,BLD MTC,1036.02; AUTOZONE, INC,VEH MTC,247.75; B & C STEEL CORPORATION,EQP MTC,246.13; B TO STAY B BOOKS INC,BKS,270.96; BAKER & ASSOCIATES INC,RADIOLOGICAL CONTAMINANT STUDY,1385; BLUE OX BUILDING,BLD MTC,1899; BLUFFS SANITARY SUPPLY INC.,JAN. SUPP,443.88; BRYAN CONTAINER COMPANY, INC,DEPT SUPPLIES,1126.8; CAPITAL BUSINESS SYSTEMS INC.,EQUIP MAINT,84.95; CARR TRUMBULL LBR INC.,DEPT SUP,356.11; CITY OF GERING,SPC EVTS,447.3; COLONIAL LIFE & ACCIDENT INS CORP, I,SUPPLEMENTAL DISABILITY INS - EE,48.7; CONSOLIDATED MANAGEMENT,SCHOOLS & CONF,209.25; CONTRACTORS MATERIALS INC.,DEP SUP,1472.53; CREDIT MANAGEMENT SERVICES INC.,WAGE ATTACH,400.94; CULLIGAN OF SCOTTSBLUFF,DEPT SUP.,121.5; DALE'S TIRE & RETREADING, INC.,EQP MTC,49.28; DUHAMEL BROADCASTING ENT.,CON SRV,325; ELLIOTT EQUIPMENT COMPANY INC.,DEPT SUPPLIES,2475; ENVIRO SERV INC,SAMPLES,135; FEDERAL EXPRESS CORP.,SHIPPING FEES,238.57; FELSBURG HOLT & ULLEVIG, INC,STRMWTR PROF SERV,1592.23; FRANK IMPLEMENT INC.,EQP MTC,1891.74; FREMONT MOTOR SCOTTSBLUFF,LLC,VEH MTC,40.16; GENERAL RADIATOR,VEHICLE MTNC,1284.95; GERING VALLEY PLUMBING & HTG. INC,EQP MTC,646.3; GOLD WATCH LLC,DISPOSAL FEES,750; HANSEN, JOSH,SCHOOLS & CONF,33; HAYWARD, ANDREW,CON SRV,800; HEILBRUN FARM IND SUPP.INC.,PARTS,708.63; HELENA CHEMICAL COMPANY,DEPT SUP,585; HENWIL CORPORATION,POLYMER,5198; HI-TECH AUTO SERVICE,VEH MTC,219.24; HOA SOLUTIONS, INC,DEPT SUP,1950; HOLIDAY INN-DOWNTOWN LINCOLN,SCHOOLS & CONF,91; HOLIDAY INN-KEARNEY,I NITE ROOM,92.95; HOME DEPOT CREDIT SERVICES,DEP SUP,127.21; HOWTON, WILLIAM,SCHOOLS & CONF,33; HULLINGER GLASS & LOCKS INC.,BLD MTC,43.65; ICMA RETIREMENT TRUST- 457,DEFERRED COMP - EE,1325.14; IDEAL LINEN SUP INC.,SUPP,196.77; INDEPENDENT PLUMBING & HEATING, INC,BLD MTC,741.81; INGRAM LIBRARY SERVICES INC,BKS,7017.87; INLAND TRUCK PARTS INC,VEH MTC,232.9; INTERNAL REVENUE SERVICE,941 TAXES WITHHELD,57317.37; J G ELLIOTT CO.INC.,VOLUNTEER INS.,2176; JIRDON AGRI CHEM.INC.,DEPT SUPPLIES,48.6; JOHN DEERE FINANCIAL,DEP SUP,96.91; JOHN DEERE FINANCIAL,GRD MTC,62.95; JOHN DEERE FINANCIAL,DEP SUP,149.93; JOHN DEERE FINANCIAL,DEP SUP,56.93; JOHN DEERE FINANCIAL,DEP SUP,46.97; K MART,BMS

PRSNTION SUPPLIES - STRMWTR,5.98; KEMBEL SAND & GRAVEL INC,GRD MTC,254.24;
 KRIZ-DAVIS COMPANY INC.,ELC MTC,1900.99; LAWSON, JAMY A,CON SRV,200; LEAGUE
 ASSOC OF RISK MANAGEMENT,INS. PREMIUM,1053.45; LOGAN CONTRACTORS SUPPLY
 INC,PARTS FOR PLANER,2602.27; LYNN PEAVEY CO INC,INVEST SUPPL,151.4; M.C.
 SCHAFF & ASSOC, INC,BELTLINE WATER MAIN PROJECT,12438.25; MAILFINANCE
 INC,MTR RENT,345; MARIE'S EMBROIDERY,UNIFORMS,144; MARTY'S ELECTRIC
 SERVICE,BLDG MTNC.,6684.4; MAXWELL PRODUCTS, INC,JOINT FILLER,23822.1;
 MENARDS,DEPT SUP,830.09; MIDWEST FARM SERVICE-ALLIANCE,DEP SUP,1753.82;
 MIKE'S TREE SERVICE,GRD MTC,3060; MOBIUS COMMUNICATIONS
 CO,EQUIPMENT,1024.41; MONEY WISE OFFICE SUPPLIES,DEPT SUPPL,685.64; NE CHILD
 SUPPORT PAYMENT CENTER,NE CHILD SUPPORT PYBLE,1982.31; NE DEPT OF REVENUE,
 25714.77; NE DEPT OF ROADS,PAYMENT FOR AVE. I,71293.07; NE LAW ENFORCEMENT
 TRAINING CENTER,SCHOOLS & CONF,80; NE LIBRARY COMMISSION,SUBSC,1650; NE
 MUNICIPAL POWER POOL,DUES,4690.73; NEBRASKA MACHINERY COMPANY,EQUIP
 MTNC,11082.94; NORTHERN SAFETY COMPANY, INC.,SAFETY SUP,132.37; NORTHWEST
 PIPE FITTINGS, INC. OF SCB,STRM WTR SUPPLIES,856.39; NPPD,ELECTRIC,63338.49;
 PANHANDLE CONCRETE PROD INC.,DEPT SUP,484; PANHANDLE COOP INC.,FLEET
 FUEL,12972.48; PAUL D LEE,CLOTHING,100; PAUL REED CONSTRUCTION &
 SUPPLY,INC,GRD MTC,199.67; PLATTE VALLEY BANK,HSA EE PYBLE,13998.46; PLATTE
 VALLEY VAC & SEW,EQUIP REPAIR,3.39; POSTMASTER,POSTAGE,783.84; PRINT
 EXPRESS,DEP SUP,304.15; QUILL CORP,DEPT SUPPL/INVEST SUPPL,434.99;
 RCI,PREMIUM,67000.31; REGIONAL WEST MEDICAL CENTER,EMS SUPPL.,4; REGISTER OF
 DEEDS,LEG FEE,26; RESPOND FIRST AID SYSTEMS,DEP SUP,36.66; ROOSEVELT P P
 DIST,ELECTRIC POWER,1520.79; S M E C,EE CONTRIBUTION - BIWEEKLY,240; SANDBERG
 IMPLEMENT, INC,EQP MTC,1144.98; SCB FIREFIGHTERS UNION LOCAL 1454,FIRE EE
 DUES,210; SCB POLICE OFFICERS ASS'N,POLICE EE DUES,378; SCHAEFFER'S SPECIALIZED
 LUBRICANTS,VEH MTC,416.56; SCOTTSBLUFF PUB SCHOOLS,SPLASH EXPENSES,16235.38;
 SCOTTSBLUFF SCREENPRINTING & EMBROIDERY,LLC,UNIFORMS,1846; SEEWALD
 CONSTRUCTION CO,REPAIR-WESTMOOR POOL,42063.6; SHOWCASES,DPT SUPP,418.5;
 SIMON CONTRACTORS,CONCRETE,8798; SIMON CONTRACTORS,DEP SUP,404; SIMON
 CONTRACTORS,CONCRETE,743.24; SLAFTER OIL CO INC.,VEHICLE MTNC,160.65; SNELL
 SERVICES INC.,BLD MTC,82.5; SOURCE GAS,MONTHLY ENERGY FUEL,2975.92; SPORT
 SUPPLY GROUP INC.,GRD MTC,915.99; SS AUTOMOTIVE,VEH MAINT,304.42; STAPLES,DEP
 SUP,146.16; STAR HERALD,DEP SUP,470.54; STATE OF NE.,CONTRACTUAL SVC,630; STATE
 OF NEBR-DEPT OF ADMIN SVC,MONTHLY LONG DISTANCE,185.94; STATE
 PATROL,BACKGROUND CHKS,114; SUPERIOR SIGNALS, INC,VEH MTC,229.35; TEAM
 CHEVROLET INC,VEH MAINT,121.03; THE SHERWIN-WILLIAMS CO,BLD MTC,46.39; TODD,
 JAMES,SCHOOLS & CONF,122; TOMMY'S JOHNNY'S INC,CON SRV,1800; TOTAL FUNDS BY
 HASLER,PSTG,500; TOYOTA FINANCIAL SVCS,HIDTA LEASE,383.99; TYLER
 TECHNOLOGIES, INC,CONTRACT,600.5; UPSTART ENTERPRISES, LLC,DEPT SUPPL,496.87;
 US BANK,SCHOOLS & CONF,1205.7; USA BLUEBOOK,DEPT SUP,1513.94; VERIZON
 WIRELESS,CELL PHONES,669.04; VIAERO WIRELESS,LOCATES,36.21; VISTABEAM,CON
 SRV,86.95; WALMART COMMUNITY/GEMB,DEP SUP,730.05; WELLS FARGO BANK

N.A.,RETIREMENT GENERAL - EE,29400.93; WESTCO,DEPT SUP,36.26; WESTERN NEBR HUMAN RESOURCE MNGT ASSOC,CONFERENCE,65; WESTERN PLAINS BUSINESS FORMS INC,DEPT SUPPLIES,3251.29; WRISTBANDS MEDTECH USA, INC.,DEP SUP,1066.24; YMCA OF SCOTTSBLUFF,FITNESS PROG.,630;

Council reviewed the March, 2014 Financial Report. Mr. Kuckkahn explained that we are beginning to work on the 2014-2015 Budget and will be taking a close look at the sales tax. These numbers are from the first quarter of this year. Our fund equity is in good shape with 3 million in cash, however, this fund will deplete during the summer months.

Mayor Meininger read the Proclamation recognizing Police Week May 11 thru May 18, 2014 and Peace Officers Memorial Day on May 15, 2014, and presented the Proclamation to Chief Kevin Spencer.

As a follow-up to the discussions regarding yard waste collection, Assistant City Manager Johnson presented a summary of the yard waste collection options. Since the time that rollouts were mandated to be placed curbside for pick-up, City staff and Council Members have received numerous comments from concerned citizens affected by this change. Staff looked into the feasibility of several solutions mentioned at the previous meeting. One of the ideas was to swap the rollouts for yard waste dumpsters, which could be accomplished from an operational standpoint, unfortunately, it is not financially feasible at this time with a cost of \$225,000.00.

At this time, staff is recommending a reversal in the current method of collection that all yard waste rollouts be picked up curbside. We are recommending that those who currently have alley trash pick-up be reverted back to yard waste pick-up in the alley. We are also asking citizens to help staff clear the 20 foot easement, as well as placing the yard waste rollout on the opposite side of the alley as the tan metal trash dumpster for pick-up, and to move the rollout onto the owner's property when not being picked up. This method will begin on Monday, May 12, 2014.

Mayor Meininger commented that he appreciates the citizen's input and noted that the Council does listen to the citizens. He added another recommendation to the system of placing only the full container toward the alley for pick-up. If the container is not full, place it away from the alley, so the drivers don't need to pick up empty containers. Mayor Meininger commended staff for looking at ways to cut costs. Council will discuss the option of purchasing yard waste dumpsters during the upcoming budget workshop. Mayor Meininger added that the City will be asking for the citizen's help in clearing the 20 foot right of way in each alley. Moved by Mayor Meininger, seconded by Council Member Shaver, "to revert back to status quo regarding yard waste containers in alley pickup, ask citizens to help clear the 20 foot easement in the next 90 days and ask citizens to identify dumpsters that don't need to be picked up by turning them away from the alley," "YEAS", Gonzales, Shaver, McCarthy, Meininger and Hilyard, "NAYS" None. Absent: None.

City Manager Kuckkahn presented the contract with Dale Blehm for concessions at Lacy Park. Mr. Blehm will pay the City \$100.00 per month for four months for this privilege. Moved by Council Member Gonzales, seconded by Council Member McCarthy, "to approve the contract for concessions with Dale Blehm at Lacy Park and authorize the Mayor to execute the contract," "YEAS", Gonzales, Shaver, McCarthy, Meininger and Hilyard, "NAYS" None. Absent: None.

Mr. Kuckkahn presented the Memorandum of Understanding with the Natural Resources District (NRD) which basically asks the City to continue with our recycling program and continue to cooperate with the NRD, City of Gering and Waste Connections. Moved by Council Member McCarthy, seconded by Council Member Hilyard, "to approve the Memorandum of Understanding with the Natural Resources District, City of Gering and Waste Connections regarding collection and transportation of recyclable

materials and authorize the Mayor to execute the memorandum,” “YEAS”, Gonzales, McCarthy, Meininger and Hilyard, “NAYS” Shaver. Absent: None.

Assistant City Manager Nathan Johnson presented the sub-award certification for a 319 Grant which will provide funding for the development of rain gardens, which will reduce non-point source pollution. This will help expand the downtown parking lot beautification projects, which will allow more stormwater to filter into the ground, and provide more green space. Moved by Council Member Hilyard, seconded by Mayor Meininger, “to authorize the Mayor to sign the Sub-Award Certification for a 319 Grant in the amount of \$40,000.00 for rain gardens,” “YEAS”, Gonzales, Shaver, McCarthy, Meininger and Hilyard, “NAYS” None. Absent: None.

Mr. Johnson explained the License Agreement with Duhamel Broadcasting to occupy a portion of the city’s right of way. This is a result of a recent transaction to acquire KDUH. The anchor point is 2.21 feet into the right of way. It has been this way for 31 years with no problems. Mr. Joe Kishiyami spoke on behalf of Duhamel Broadcasting. He explained that this agreement is necessary to close the transaction as the new owners will need a building permit to shave a portion foundation. Moved by Council Member Shaver, seconded by Mayor Meininger, “to approve the License Agreement with Duhamel Broadcasting to occupy property containing the Anchor Point and authorize the Mayor to execute the agreement,” “YEAS”, Gonzales, Shaver, McCarthy, Meininger and Hilyard, “NAYS” None. Absent: None.

Mr. Kuckkahn presented the contract for the Economic Development Consultant which has a September 30, 2014 deadline for services and a monthly payment schedule. The consultants will begin interviewing local groups as part of their fact finding process. Moved by Council Member Gonzales, seconded by Council Member McCarthy, “to approve the contract for Economic Development Consultant Thomas P. Miller and Associates, and authorize the Mayor to execute the contract,” “YEAS”, Gonzales, McCarthy, Meininger and Hilyard, “NAYS” Shaver. Absent: None.

Assistant City Manager Johnson presented an Ordinance which would allow businesses to utilize a portion of the city’s right-of-way for outdoor seating, dining and displays. City Planner Folck and the legal department have been working on this Ordinance. The Business Improvement District (BID) made a favorable recommendation regarding this Ordinance. Council Member Shaver asked how many members of the BID own property downtown. Mr. Johnson replied that most of the members do own property downtown. Mr. Shaver commented that their recommendation is for their own gain and they are not impartial. Mr. Kuckkahn asked if Council would prefer that the Planning Commission review the Ordinance also. Council Member Hilyard asked if this would conflict with the design for the downtown beautification plan. Mr. Kuckkahn responded that the outdoor seating is built into the plan. The City will still maintain a 5 foot easement on all sidewalks.

Mayor Meininger introduced the Ordinance on first reading: AN ORDINANCE OF THE CITY OF SCOTTSBLUFF AMENDING THE MUNICIPAL CODE AT CHAPTER 20, ARTICLE 6, RELATING TO THE USE OF RIGHT-OF-WAY OF THE CITY AND REQUIRING PERMITS FOR USE OF CITY RIGHT-OF-WAY AND FEES, AMENDING CHAPTER 22, ARTICLE 6, RELATING TO PARKING AND TRAFFIC, REPEALING PRIOR PROVISIONS OF THE MUNICIPAL CODE, AND PROVIDING FOR AN EFFECTIVE DATE.

Mr. Johnson presented the rules and regulations regarding the use of the right of way as it relates to the aforementioned Ordinance. Moved by Mayor Meininger, seconded by Council Member Shaver, “to refer the rules and regulations and the Ordinance relating to the use of the Right-of-Way to the Planning Commission for a recommendation,” “YEAS”, Gonzales, Shaver, McCarthy, Meininger and Hilyard, “NAYS” None. Absent: None.

Theresa Lowe, American Family Insurance, 15 E. 18th Street, commented that it appears that there is a permit fee for use of the right-of-way, however, the vendors at the Farmers Market do not have to pay a permit fee.

Council introduced the 2014 National Electrical Code Ordinance on second reading: AN ORDINANCE DEALING WITH ELECTRICITY, AMENDING THE SCOTTSBLUFF MUNICIPAL CODE SECTION 4-2-33, ADOPTING THE 2014 NATIONAL ELECTRICAL CODE, SUBJECT TO CERTAIN STIPULATED MODIFICATIONS, AND REPEALING FORMER SECTIONS, AND PROVIDING FOR AN EFFECTIVE DATE.

Mayor Meininger asked that the information regarding this ordinance be sent to contractors for their review.

Council introduced Ordinance No. 4125 providing for the sale of city-owned property to NPPD on third reading: AN ORDINANCE AUTHORIZING THE SALE OF REAL ESTATE OWNED BY THE CITY OF SCOTTSBLUFF, NEBRASKA, DESCRIBED AS A TRACT OF LAND SITUATED IN THE SOUTHWEST QUARTER OF THE SOUTHWEST QUARTER OF SECTION 12, TOWNSHIP 22 NORTH, RANGE 55 WEST OF THE SIXTH P.M., SCOTTS BLUFF COUNTY, NEBRASKA, MORE PARTICULARLY DESCRIBED AS SET FORTH IN THIS ORDINANCE, CONTAINING APPROXIMATELY .50 ACRES.

Moved by Mayor Meininger, seconded by Council Member Gonzales, “to adopt Ordinance No. 4125 providing for the sale of city-owned property to NPPD,” “YEAS”, Gonzales, McCarthy, Meininger and Hilyard, “NAYS” Shaver. Absent: None.

Mr. Kuckkahn presented the agreement for the sale of property to NPPD. Moved by Mayor Meininger, seconded by Council Member McCarthy, “to approve the agreement for the sale of city-owned property to NPPD in the amount of \$1200.00,” “YEAS”, Gonzales, McCarthy, Meininger and Hilyard, “NAYS” Shaver. Absent: None.

Under Council reports, Mr. Kuckkahn explained the Economic Development Consultant schedule and informed Council of the roundtable discussion scheduled for this Thursday, May 8th at 6:00 p.m. at the Gering Civic Center.

Moved by Council Member McCarthy, seconded by Mayor Meininger, “to adjourn the meeting at 6:35 p.m.,” “YEAS”, Shaver, McCarthy, Meininger and Hilyard, “NAYS” Gonzales. Absent: None.

Mayor

ATTEST:

City Clerk

City of Scottsbluff, Nebraska

Monday, May 19, 2014

Regular Meeting

Item Consent2

Approval of plans and specifications for the Radiological Contaminant Study and authorize the City Clerk to advertise for bids to be received by 2:00 p.m. June 9, 2014.

Staff Contact: Mark Bohl, Public Works Director

Agenda Statement

Item No.

For meeting of: May 19, 2014

AGENDA TITLE: Consider approval of plans and specifications for the Radiological Contaminant Study monitoring well construction and authorize the City Clerk to advertise for bids to be received prior to 2:00 p.m. June 9, 2014.

SUBMITTED BY DEPARTMENT/ORGANIZATION: Public Works Department

PRESENTATION BY: Consent

SUMMARY EXPLANATION: Baker & Associates, Inc. has completed the plans and specifications to construct monitoring wells in the City's well field. These wells will be used to sample water quality as part of our radiological contaminant study. With Council approval, we will advertise for bids to be received from contractors.

Plans and specifications are on file with the City Clerk.

BOARD/COMMISSION RECOMMENDATION:

STAFF RECOMMENDATION: Staff recommends that Council approve the plans and specifications and authorize the City Clerk to advertise for bids to be received on June 9, 2014 at 2:00 p.m.

EXHIBITS

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

Other (specify) ☒ Plans and Specifications (on file with City Clerk)

NOTIFICATION LIST: Yes ☐ No ☐ Further Instructions ☐

APPROVAL FOR SUBMITTAL: _____
City Manager

Rev 3/1/99CClerk

MONITORING WELL CONSTRUCTION

for the
City of Scottsbluff, Nebraska

Contract 002-161-13

ADVERTISEMENT FOR BIDS

1. Sealed Bids for the construction of monitoring wells shall be received by the City of Scottsbluff (Owner) at the City office 2525 Circle Drive, Scottsbluff, Nebraska 69361 on or before June 9, 2014, 2:00 pm (local time) at which time the Bids will be publicly opened and read. Any Bids received after the above specified time will be immediately returned to the Bidder unopened.

The site of the work is located at the City of Scottsbluff Well Field situated approximately 0.75 miles west of the City on Nebraska Highway 92.

The major items of work and approximate quantities under this contract are as follows:

Construction and geophysical logging of five (5) groundwater monitoring wells with casing, screen, filter pack and aboveground protection. Wells are to be 4-inch diameter and be drilled to an approximate depth of 140 feet. One additional well is being considered as an alternate bid item.

2. The Contract Documents containing the detailed Drawings and Specifications for the construction of the work, together with the proposed construction contract, may be seen at the office of the Consulting Engineers, Baker & Associates, Inc, (Engineer) 120 East 16th Street-Suite A, Scottsbluff, NE 69361, (308)632-3123. Electronic copy (CD) may be obtained for a fee of \$20. Hard copies may be obtained for a fee of \$40(non-refundable). Plans and specifications shipped ground will be charged an extra \$15.
3. Bid security in the amount of five percent (5%) unqualified of the amount of maximum Bid price shall be required with each Bid.
4. No Bidder may withdraw his Bid within 45 days after the actual date of the opening thereof.
5. Right is reserved in the interest of the Owner to reject any or all Bids and to waive any informality in the Bids received.

FOR THE CITY OF SCOTTSBLUFF

City of Scottsbluff, Nebraska

Monday, May 19, 2014

Regular Meeting

Item Consent3

Council to receive the Lied Scottsbluff Public Library summer schedule.

Staff Contact: Abby Yellman, Librarian

Agenda Statement

Item No.

For Meeting of: May 19, 2014

AGENDA TITLE: Summer Library Schedule Announcement

SUBMITTED BY DEPARTMENT/ORGANIZATION: Library

PRESENTATION BY: City Manager, Rick Kuckkahn

SUMMARY EXPLANATION: Lied Scottsbluff Public Library will begin its summer hours on Tuesday, May 27, 2014. The library will begin closing at 7:00 p.m. Monday through Thursday and be closed on Sundays throughout the summer. The library will also be closed on Friday, July 4, 2014 and Saturday, July 5, 2014 due to the Fourth of July holiday. The purpose of this announcement is to make the community, City Council and fellow city employees aware of the library's summer hours. Winter hours will resume on Tuesday, September 2, 2014.

BOARD/COMMISSION RECOMMENDATION:

STAFF RECOMMENDATION:

EXHIBITS

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

Other (specify) Consent Item

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

City of Scottsbluff, Nebraska

Monday, May 19, 2014

Regular Meeting

Item Claims1

Regular claims

Staff Contact: Renae Griffiths, Finance Director



City of Scottsbluff, NE

Expense Approval Report

By Vendor Name

Post Dates 5/6/2014 - 5/19/2014

Description (Payable)	Account Name	(None)	(None)	(None)	Amount
Vendor: 911 CUSTOM					
Fund: 218 - PUBLIC SAFETY					
PUB SAFETY CIP PO#2	DEPARTMENT SUPPLIES				698.95
				Fund 218 - PUBLIC SAFETY Total:	698.95
				Vendor 911 CUSTOM Total:	698.95
Vendor: ABBIGAIL YELLMAN					
Fund: 111 - GENERAL					
Reimb	DEPARTMENT SUPPLIES				29.08
Reimb	BOOKS				30.58
				Fund 111 - GENERAL Total:	59.66
				Vendor ABBIGAIL YELLMAN Total:	59.66
Vendor: ACTION COMMUNICATION INC.					
Fund: 218 - PUBLIC SAFETY					
PUB SAFETY-CIP PO#1	DEPARTMENT SUPPLIES				3,524.73
				Fund 218 - PUBLIC SAFETY Total:	3,524.73
				Vendor ACTION COMMUNICATION INC. Total:	3,524.73
Vendor: AIR EVAC EMS, INC					
Fund: 111 - GENERAL					
MEMBERSHIPS	CONTRACTUAL SERVICES				2,090.00
				Fund 111 - GENERAL Total:	2,090.00
				Vendor AIR EVAC EMS, INC Total:	2,090.00
Vendor: AL'S TOWING					
Fund: 111 - GENERAL					
CONTRACTUAL	CONTRACTUAL SERVICES				85.00
				Fund 111 - GENERAL Total:	85.00
				Vendor AL'S TOWING Total:	85.00
Vendor: APWA					
Fund: 621 - ENVIRONMENTAL SERVICES					
memberships	MEMBERSHIPS				146.00
				Fund 621 - ENVIRONMENTAL SERVICES Total:	146.00
				Vendor APWA Total:	146.00
Vendor: ASSURITY LIFE INSURANCE CO					
Fund: 713 - CASH & INVESTMENT POOL					
LIFE INS EE PD	LIFE INS EE PAYABLE				34.36
				Fund 713 - CASH & INVESTMENT POOL Total:	34.36
				Vendor ASSURITY LIFE INSURANCE CO Total:	34.36
Vendor: AUTOZONE, INC					
Fund: 111 - GENERAL					
DEP SUP	DEPARTMENT SUPPLIES				29.09
				Fund 111 - GENERAL Total:	29.09
				Vendor AUTOZONE, INC Total:	29.09
Vendor: B & C STEEL CORPORATION					
Fund: 111 - GENERAL					
EQP MTC	EQUIPMENT MAINTENANCE				12.89
				Fund 111 - GENERAL Total:	12.89
				Vendor B & C STEEL CORPORATION Total:	12.89

Expense Approval Report

Post Dates: 5/6/2014 - 5/19/2014

Description (Payable)	Account Name	(None)	(None)	(None)	Amount
Vendor: B TO STAY B BOOKS INC					
Fund: 211 - REGIONAL LIBRARY					
Bks	BOOKS				80.67
				Fund 211 - REGIONAL LIBRARY Total:	80.67
				Vendor B TO STAY B BOOKS INC Total:	80.67
Vendor: BLUFFS SANITARY SUPPLY INC.					
Fund: 111 - GENERAL					
JANIT SUPPL	JANITORIAL SUPPLIES				19.79
JANIT SUPPL	JANITORIAL SUPPLIES				19.79
				Fund 111 - GENERAL Total:	39.58
				Vendor BLUFFS SANITARY SUPPLY INC. Total:	39.58
Vendor: BRUNZ, BRANDI					
Fund: 111 - GENERAL					
SCHOOLS & CONF	SCHOOL & CONFERENCE				54.00
				Fund 111 - GENERAL Total:	54.00
				Vendor BRUNZ, BRANDI Total:	54.00
Vendor: CAPITAL BUSINESS SYSTEMS INC.					
Fund: 111 - GENERAL					
Maint Contrct	EQUIPMENT MAINTENANCE				136.72
				Fund 111 - GENERAL Total:	136.72
				Vendor CAPITAL BUSINESS SYSTEMS INC. Total:	136.72
Vendor: CARLSON, DEBRA					
Fund: 111 - GENERAL					
Reimb.	DEPARTMENT SUPPLIES				46.32
				Fund 111 - GENERAL Total:	46.32
				Vendor CARLSON, DEBRA Total:	46.32
Vendor: CARR TRUMBULL LBR INC.					
Fund: 641 - WATER					
DEPT SUP	DEPARTMENT SUPPLIES				105.18
				Fund 641 - WATER Total:	105.18
				Vendor CARR TRUMBULL LBR INC. Total:	105.18
Vendor: CEMENTER'S INC					
Fund: 641 - WATER					
CEMENT	DEPARTMENT SUPPLIES				48.15
				Fund 641 - WATER Total:	48.15
				Vendor CEMENTER'S INC Total:	48.15
Vendor: CENTRAL STATES WIRE PRODUCT INC.					
Fund: 621 - ENVIRONMENTAL SERVICES					
dept supplies	DEPARTMENT SUPPLIES				1,575.00
				Fund 621 - ENVIRONMENTAL SERVICES Total:	1,575.00
				Vendor CENTRAL STATES WIRE PRODUCT INC. Total:	1,575.00
Vendor: CENTURY LUMBER CENTER					
Fund: 111 - GENERAL					
DEP SUP	DEPARTMENT SUPPLIES				11.98
				Fund 111 - GENERAL Total:	11.98
Fund: 621 - ENVIRONMENTAL SERVICES					
dept supplies	DEPARTMENT SUPPLIES				10.99
				Fund 621 - ENVIRONMENTAL SERVICES Total:	10.99
				Vendor CENTURY LUMBER CENTER Total:	22.97

Expense Approval Report

Post Dates: 5/6/2014 - 5/19/2014

Description (Payable)	Account Name	(None)	(None)	(None)	Amount
Vendor: CENTURY MFG					
Fund: 621 - ENVIRONMENTAL SERVICES					
other fuel	OTHER FUEL				564.21
				Fund 621 - ENVIRONMENTAL SERVICES Total:	564.21
				Vendor CENTURY MFG Total:	564.21
Vendor: CITY OF GERING					
Fund: 621 - ENVIRONMENTAL SERVICES					
disposal fees	DISPOSAL FEES				42,501.93
				Fund 621 - ENVIRONMENTAL SERVICES Total:	42,501.93
				Vendor CITY OF GERING Total:	42,501.93
Vendor: CITY OF SCB					
Fund: 111 - GENERAL					
Petty Cash	DEPARTMENT SUPPLIES				5.60
Petty Cash	DEPARTMENT SUPPLIES				4.80
Petty Cash	POSTAGE				1.41
Petty Cash	POSTAGE				20.85
				Fund 111 - GENERAL Total:	32.66
Fund: 641 - WATER					
Petty Cash	DEPARTMENT SUPPLIES				49.08
				Fund 641 - WATER Total:	49.08
				Vendor CITY OF SCB Total:	81.74
Vendor: CONNECTING POINT INC					
Fund: 111 - GENERAL					
RENT-MACH	RENT-MACHINES				53.94
				Fund 111 - GENERAL Total:	53.94
				Vendor CONNECTING POINT INC Total:	53.94
Vendor: CONSOLIDATED MANAGEMENT					
Fund: 111 - GENERAL					
SCHOOLS & CONF	SCHOOL & CONFERENCE				209.25
SCHOOLS & CONF	SCHOOL & CONFERENCE				167.00
SCHOOLS & CONF	SCHOOL & CONFERENCE				185.00
				Fund 111 - GENERAL Total:	561.25
				Vendor CONSOLIDATED MANAGEMENT Total:	561.25
Vendor: CONTRACTORS MATERIALS INC.					
Fund: 111 - GENERAL					
DEP SUP	DEPARTMENT SUPPLIES				8.28
DEP SUP	DEPARTMENT SUPPLIES				21.65
				Fund 111 - GENERAL Total:	29.93
Fund: 212 - TRANSPORTATION					
SUPP	DEPARTMENT SUPPLIES				34.59
SUPP	DEPARTMENT SUPPLIES				41.16
				Fund 212 - TRANSPORTATION Total:	75.75
				Vendor CONTRACTORS MATERIALS INC. Total:	105.68
Vendor: CREDIT MANAGEMENT SERVICES INC.					
Fund: 713 - CASH & INVESTMENT POOL					
WAGE ATT.	WAGE ATTACHMENT EE PAY				400.94
				Fund 713 - CASH & INVESTMENT POOL Total:	400.94
				Vendor CREDIT MANAGEMENT SERVICES INC. Total:	400.94
Vendor: CULLIGAN OF SCOTTSBLUFF					
Fund: 111 - GENERAL					
BLDG MAINT	BUILDING MAINTENANCE				8.10
BLDG MAINT	BUILDING MAINTENANCE				8.10
BLDG MAINT	BUILDING MAINTENANCE				8.10
BLDG MAINT	BUILDING MAINTENANCE				8.10
				Fund 111 - GENERAL Total:	32.40

Expense Approval Report

Post Dates: 5/6/2014 - 5/19/2014

Description (Payable)	Account Name	(None)	(None)	(None)	Amount
Fund: 621 - ENVIRONMENTAL SERVICES					
dept supplies	DEPARTMENT SUPPLIES				81.40
Fund 621 - ENVIRONMENTAL SERVICES Total:					81.40
Vendor CULLIGAN OF SCOTTSBLUFF Total:					113.80
Vendor: D & H ELECTRONICS INC.					
Fund: 631 - WASTEWATER					
DEPT SUP	DEPARTMENT SUPPLIES				82.70
Fund 631 - WASTEWATER Total:					82.70
Fund: 641 - WATER					
DEPT SUP	DEPARTMENT SUPPLIES				46.87
Fund 641 - WATER Total:					46.87
Vendor D & H ELECTRONICS INC. Total:					129.57
Vendor: DALE'S TIRE & RETREADING, INC.					
Fund: 111 - GENERAL					
VEH MTC	VEHICLE MAINTENANCE				30.36
VEH MTC	VEHICLE MAINTENANCE				28.78
EQP MTC	EQUIPMENT MAINTENANCE				26.49
Fund 111 - GENERAL Total:					85.63
Fund: 621 - ENVIRONMENTAL SERVICES					
vehicle mtnc	VEHICLE MAINTENANCE				1,234.00
Fund 621 - ENVIRONMENTAL SERVICES Total:					1,234.00
Fund: 641 - WATER					
VEH MAINT	VEHICLE MAINTENANCE				714.00
Fund 641 - WATER Total:					714.00
Vendor DALE'S TIRE & RETREADING, INC. Total:					2,033.63
Vendor: DUHAMEL BROADCASTING ENT.					
Fund: 661 - STORMWATER					
ADVERTISING	CONTRACTUAL SERVICES				325.00
Fund 661 - STORMWATER Total:					325.00
Vendor DUHAMEL BROADCASTING ENT. Total:					325.00
Vendor: ENERGY LABORATORIES, INC					
Fund: 641 - WATER					
SAMPLES	SAMPLES				108.00
Fund 641 - WATER Total:					108.00
Vendor ENERGY LABORATORIES, INC Total:					108.00
Vendor: ENVIRO SERV INC					
Fund: 641 - WATER					
SAMPLES	SAMPLES				60.00
SAMPLES	SAMPLES				45.00
Fund 641 - WATER Total:					105.00
Vendor ENVIRO SERV INC Total:					105.00
Vendor: FEDERAL EXPRESS CORP.					
Fund: 631 - WASTEWATER					
SHIPPING FEES	POSTAGE				53.50
Fund 631 - WASTEWATER Total:					53.50
Fund: 641 - WATER					
SHIPPING FEES	POSTAGE				54.45
Fund 641 - WATER Total:					54.45
Vendor FEDERAL EXPRESS CORP. Total:					107.95
Vendor: FIRST STATE BANK					
Fund: 311 - DEBT SERVICE					
LEASE PAYMENT	DEBT SERVICE-PRINCIPAL				50,169.62

Expense Approval Report

Post Dates: 5/6/2014 - 5/19/2014

Description (Payable)	Account Name	(None)	(None)	(None)	Amount
LEASE PAYMENT	DEBT SERVICE-INTEREST				2,400.24
				Fund 311 - DEBT SERVICE Total:	52,569.86
				Vendor FIRST STATE BANK Total:	52,569.86
Vendor: FLOYD'S SALES & SERV INC.					
				Fund: 621 - ENVIRONMENTAL SERVICES	
vehicle mtnc	VEHICLE MAINTENANCE				695.52
				Fund 621 - ENVIRONMENTAL SERVICES Total:	695.52
				Vendor FLOYD'S SALES & SERV INC. Total:	695.52
Vendor: FRANK IMPLEMENT INC.					
				Fund: 111 - GENERAL	
EQP MTC	EQUIPMENT MAINTENANCE				51.89
				Fund 111 - GENERAL Total:	51.89
				Fund: 212 - TRANSPORTATION	
PARTS	EQUIPMENT MAINTENANCE				350.66
				Fund 212 - TRANSPORTATION Total:	350.66
				Vendor FRANK IMPLEMENT INC. Total:	402.55
Vendor: FREMONT MOTOR SCOTTSBLUFF,LLC					
				Fund: 621 - ENVIRONMENTAL SERVICES	
vehicle mtnc	VEHICLE MAINTENANCE				18.63
				Fund 621 - ENVIRONMENTAL SERVICES Total:	18.63
				Vendor FREMONT MOTOR SCOTTSBLUFF,LLC Total:	18.63
Vendor: GERING CITIZEN					
				Fund: 111 - GENERAL	
Nws subsc.	SUBSCRIPTIONS				30.00
				Fund 111 - GENERAL Total:	30.00
				Vendor GERING CITIZEN Total:	30.00
Vendor: GOLD WATCH LLC					
				Fund: 621 - ENVIRONMENTAL SERVICES	
disposal fees	DISPOSAL FEES				750.00
disposal fees	DISPOSAL FEES				750.00
				Fund 621 - ENVIRONMENTAL SERVICES Total:	1,500.00
				Vendor GOLD WATCH LLC Total:	1,500.00
Vendor: HACH COMPANY					
				Fund: 631 - WASTEWATER	
LAB SUP	DEPARTMENT SUPPLIES				265.47
				Fund 631 - WASTEWATER Total:	265.47
				Vendor HACH COMPANY Total:	265.47
Vendor: HEILBRUN FARM IND SUPP.INC.					
				Fund: 111 - GENERAL	
VEH MTC	VEHICLE MAINTENANCE				20.99
EQP MTC	EQUIPMENT MAINTENANCE				88.00
GRD MTC	GROUNDS MAINTENANCE				24.33
DEP SUP	DEPARTMENT SUPPLIES				13.84
				Fund 111 - GENERAL Total:	147.16
				Fund: 212 - TRANSPORTATION	
FILTERS	VEHICLE MAINTENANCE				9.00
PARTS	VEHICLE MAINTENANCE				190.83
SUPP	DEPARTMENT SUPPLIES				33.60
PARTS	VEHICLE MAINTENANCE				106.86
				Fund 212 - TRANSPORTATION Total:	340.29
				Fund: 621 - ENVIRONMENTAL SERVICES	
dept supplies	DEPARTMENT SUPPLIES				861.98
				Fund 621 - ENVIRONMENTAL SERVICES Total:	861.98

Expense Approval Report

Post Dates: 5/6/2014 - 5/19/2014

Description (Payable)	Account Name	(None)	(None)	(None)	Amount
Fund: 641 - WATER					
EQUIP MAINT	EQUIPMENT MAINTENANCE				86.30
				Fund 641 - WATER Total:	86.30
				Vendor HEILBRUN FARM IND SUPP.INC. Total:	1,435.73
Vendor: HOLIDAY INN - MID TOWN					
Fund: 111 - GENERAL					
SCHOOLS & CONF	SCHOOL & CONFERENCE				83.00
				Fund 111 - GENERAL Total:	83.00
				Vendor HOLIDAY INN - MID TOWN Total:	83.00
Vendor: HOME DEPOT CREDIT SERVICES					
Fund: 661 - STORMWATER					
StrmWtr supplies	DEPARTMENT SUPPLIES				0.98
				Fund 661 - STORMWATER Total:	0.98
				Vendor HOME DEPOT CREDIT SERVICES Total:	0.98
Vendor: ICMA RETIREMENT TRUST-457					
Fund: 713 - CASH & INVESTMENT POOL					
DEFERRED COMP - EE	DEFERRED COMP EE PAY				965.00
CITY MGR ER CONTRIBUTION	MISC PAYROLL DEDUCT				360.14
				Fund 713 - CASH & INVESTMENT POOL Total:	1,325.14
				Vendor ICMA RETIREMENT TRUST-457 Total:	1,325.14
Vendor: IDEAL LINEN SUP INC.					
Fund: 111 - GENERAL					
UNIFORMS	UNIFORMS & CLOTHING				96.39
UNIFORMS	UNIFORMS & CLOTHING				96.39
UNIFORMS	UNIFORMS & CLOTHING				87.21
UNIFORMS	UNIFORMS & CLOTHING				96.39
Jan supp.	JANITORIAL SUPPLIES				70.41
Jan. supp	JANITORIAL SUPPLIES				70.41
				Fund 111 - GENERAL Total:	517.20
Fund: 212 - TRANSPORTATION					
SUPP	DEPARTMENT SUPPLIES				62.84
SUPP	DEPARTMENT SUPPLIES				38.24
				Fund 212 - TRANSPORTATION Total:	101.08
Fund: 213 - CEMETERY					
DEP SUP	DEPARTMENT SUPPLIES				8.64
				Fund 213 - CEMETERY Total:	8.64
Fund: 621 - ENVIRONMENTAL SERVICES					
dept supplies	DEPARTMENT SUPPLIES				171.80
				Fund 621 - ENVIRONMENTAL SERVICES Total:	171.80
Fund: 641 - WATER					
MATS	CONTRACTUAL SERVICES				21.22
				Fund 641 - WATER Total:	21.22
				Vendor IDEAL LINEN SUP INC. Total:	819.94
Vendor: INDEPENDENT PLUMBING & HEATING, INC					
Fund: 111 - GENERAL					
GRD MTC	GROUPS MAINTENANCE				4.50
GRD MTC	GROUPS MAINTENANCE				36.76
GRD MTC	GROUPS MAINTENANCE				63.88
GRD MTC	GROUPS MAINTENANCE				73.52
GRQ MTC	GROUPS MAINTENANCE				21.20
GRD MTC	GROUPS MAINTENANCE				84.06
				Fund 111 - GENERAL Total:	283.92
Fund: 661 - STORMWATER					
Broadway Planting Irrigation	DEPARTMENT SUPPLIES				38.88
STRM WTR SUP	DEPARTMENT SUPPLIES				17.64

Expense Approval Report

Post Dates: 5/6/2014 - 5/19/2014

Description (Payable)	Account Name	(None)	(None)	(None)	Amount
STRM WTR SUP	DEPARTMENT SUPPLIES				9.00
STRM WTR SUP	DEPARTMENT SUPPLIES				4.10
Strm Wtr Bdwy sup	DEPARTMENT SUPPLIES				2.50
Fund 661 - STORMWATER Total:					72.12
Vendor INDEPENDENT PLUMBING & HEATING, INC Total:					356.04
Vendor: INGRAM LIBRARY SERVICES INC					
Fund: 111 - GENERAL					
Bks	BOOKS				182.62
Fund 111 - GENERAL Total:					182.62
Fund: 211 - REGIONAL LIBRARY					
Bks	BOOKS				142.77
Bks	BOOKS				79.26
Fund 211 - REGIONAL LIBRARY Total:					222.03
Vendor INGRAM LIBRARY SERVICES INC Total:					404.65
Vendor: INTERNAL REVENUE SERVICE					
Fund: 713 - CASH & INVESTMENT POOL					
941 TAXES WITHHELD	MEDICARE W/H EE PAYABLE				7,202.94
941 TAXES	FED W/H EE PAYABLE				25,536.00
941 TAXES WITHHELD	FICA W/H EE PAYABLE				26,749.40
Fund 713 - CASH & INVESTMENT POOL Total:					59,488.34
Vendor INTERNAL REVENUE SERVICE Total:					59,488.34
Vendor: INTRALINKS, INC					
Fund: 111 - GENERAL					
Equip. mnt	EQUIPMENT MAINTENANCE				37.50
Fund 111 - GENERAL Total:					37.50
Vendor INTRALINKS, INC Total:					37.50
Vendor: JERRY HIGEL					
Fund: 212 - TRANSPORTATION					
TRAFFIC SIGNAL & CONTRLLR S...	ELECTRICAL MAINTENANCE				1,700.00
Fund 212 - TRANSPORTATION Total:					1,700.00
Vendor JERRY HIGEL Total:					1,700.00
Vendor: JIRDON AGRI CHEM.INC.					
Fund: 212 - TRANSPORTATION					
MOS. SUPP	DEPARTMENT SUPPLIES				524.80
SUPP	DEPARTMENT SUPPLIES				82.65
Fund 212 - TRANSPORTATION Total:					607.45
Fund: 621 - ENVIRONMENTAL SERVICES					
dept supplies	DEPARTMENT SUPPLIES				16.20
Fund 621 - ENVIRONMENTAL SERVICES Total:					16.20
Vendor JIRDON AGRI CHEM.INC. Total:					623.65
Vendor: JOHN DEERE FINANCIAL					
Fund: 111 - GENERAL					
GRD MTC	GROUNDS MAINTENANCE				26.98
Fund 111 - GENERAL Total:					26.98
Vendor JOHN DEERE FINANCIAL Total:					26.98
Vendor: JOHN DEERE FINANCIAL					
Fund: 111 - GENERAL					
DEP SUP	DEPARTMENT SUPPLIES				41.14
VEH MTC	VEHICLE MAINTENANCE				12.99
DEP SUP	DEPARTMENT SUPPLIES				59.96
DEP SUP	DEPARTMENT SUPPLIES				123.35
DEP SUP	DEPARTMENT SUPPLIES				49.97

Expense Approval Report

Post Dates: 5/6/2014 - 5/19/2014

Description (Payable)	Account Name	(None)	(None)	(None)	Amount
DEP SUP	DEPARTMENT SUPPLIES				109.99
Fund 111 - GENERAL Total:					397.40
Vendor JOHN DEERE FINANCIAL Total:					397.40
Vendor: K N E B					
Fund: 661 - STORMWATER					
STRM WTR ADVTSG	CONTRACTUAL SERVICES				400.00
Fund 661 - STORMWATER Total:					400.00
Vendor K N E B Total:					400.00
Vendor: KEMBEL SAND & GRAVEL INC					
Fund: 111 - GENERAL					
GRD MTC	GROUNDS MAINTENANCE				60.18
GRD MTC	GROUNDS MAINTENANCE				434.00
GRD MTC	GROUNDS MAINTENANCE				247.17
Fund 111 - GENERAL Total:					741.35
Vendor KEMBEL SAND & GRAVEL INC Total:					741.35
Vendor: KIMBALL MIDWEST					
Fund: 212 - TRANSPORTATION					
SUPP	DEPARTMENT SUPPLIES				571.24
Fund 212 - TRANSPORTATION Total:					571.24
Vendor KIMBALL MIDWEST Total:					571.24
Vendor: LANCE KITE					
Fund: 111 - GENERAL					
SCHOOLS & CONF	GASOLINE				80.00
SCHOOLS & CONF	SCHOOL & CONFERENCE				54.00
Fund 111 - GENERAL Total:					134.00
Vendor LANCE KITE Total:					134.00
Vendor: LEXISNEXIS RISK DATA MANAGMENT INC					
Fund: 111 - GENERAL					
CONSULTING	CONSULTING SERVICES				100.00
Fund 111 - GENERAL Total:					100.00
Vendor LEXISNEXIS RISK DATA MANAGMENT INC Total:					100.00
Vendor: LONG'S EXTERIOR DESIGN LLC					
Fund: 661 - STORMWATER					
STRM WTR SUP	DEPARTMENT SUPPLIES				12,807.47
Fund 661 - STORMWATER Total:					12,807.47
Vendor LONG'S EXTERIOR DESIGN LLC Total:					12,807.47
Vendor: M.C. SCHAFF & ASSOC, INC					
Fund: 631 - WASTEWATER					
COMPOST FACILITY UPGRADE	STRUCTURES				2,825.50
Fund 631 - WASTEWATER Total:					2,825.50
Vendor M.C. SCHAFF & ASSOC, INC Total:					2,825.50
Vendor: MADISON NATIONAL LIFE INS CO, INC					
Fund: 111 - GENERAL					
POLICE DISAB INS	DISABILITY INSURANCE				375.79
Fund 111 - GENERAL Total:					375.79
Fund: 713 - CASH & INVESTMENT POOL					
LIFE INSURANCE - ER	LIFE INS ER PAYABLE				780.39
SUPPLEMENTAL DISABILITY INS --DIS INC INS EE PAYABLE					624.93
Fund 713 - CASH & INVESTMENT POOL Total:					1,405.32
Vendor MADISON NATIONAL LIFE INS CO, INC Total:					1,781.11

Expense Approval Report

Post Dates: 5/6/2014 - 5/19/2014

Description (Payable)	Account Name	(None)	(None)	(None)	Amount
Vendor: MAILFINANCE INC					
Fund: 111 - GENERAL					
Equip Lease	RENT-MACHINES				153.09
				Fund 111 - GENERAL Total:	153.09
				Vendor MAILFINANCE INC Total:	153.09
Vendor: MARINE RESCUE PRODUCTS, INC.					
Fund: 215 - SPECIAL PROJECTS					
DEP SUP	DEPARTMENT SUPPLIES				943.72
				Fund 215 - SPECIAL PROJECTS Total:	943.72
				Vendor MARINE RESCUE PRODUCTS, INC. Total:	943.72
Vendor: MATHESON TRI-GAS INC					
Fund: 641 - WATER					
DEPT SUP	RENT-MACHINES				37.88
				Fund 641 - WATER Total:	37.88
				Vendor MATHESON TRI-GAS INC Total:	37.88
Vendor: MATTHEW BRODERICK					
Fund: 111 - GENERAL					
SCHOOLS & CONF	SCHOOL & CONFERENCE				54.00
				Fund 111 - GENERAL Total:	54.00
				Vendor MATTHEW BRODERICK Total:	54.00
Vendor: MENARDS					
Fund: 111 - GENERAL					
DEP SUP	DEPARTMENT SUPPLIES				141.94
				Fund 111 - GENERAL Total:	141.94
Fund: 631 - WASTEWATER					
DEPT SUP	DEPARTMENT SUPPLIES				3.96
				Fund 631 - WASTEWATER Total:	3.96
Fund: 641 - WATER					
DEPT SUP	DEPARTMENT SUPPLIES				20.24
DEPT SUP	DEPARTMENT SUPPLIES				25.97
				Fund 641 - WATER Total:	46.21
Fund: 661 - STORMWATER					
StrmWtr supplies	DEPARTMENT SUPPLIES				128.07
DEPT SUP	DEPARTMENT SUPPLIES				4.99
DEPT SUP	DEPARTMENT SUPPLIES				-15.98
STRM WTR SUP	DEPARTMENT SUPPLIES				6.30
				Fund 661 - STORMWATER Total:	123.38
				Vendor MENARDS Total:	315.49
Vendor: MENDOZA, FRANK					
Fund: 621 - ENVIRONMENTAL SERVICES					
memberships	MEMBERSHIPS				57.50
				Fund 621 - ENVIRONMENTAL SERVICES Total:	57.50
				Vendor MENDOZA, FRANK Total:	57.50
Vendor: MES					
Fund: 111 - GENERAL					
equip repl.	EQUIPMENT MAINTENANCE				276.00
				Fund 111 - GENERAL Total:	276.00
				Vendor MES Total:	276.00
Vendor: MONEY WISE OFFICE SUPPLIES					
Fund: 111 - GENERAL					
DEPT SUP	DEPARTMENT SUPPLIES				47.99
Dept supp.	DEPARTMENT SUPPLIES				105.00
Dept supp	DEPARTMENT SUPPLIES				89.68
				Fund 111 - GENERAL Total:	242.67

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Description (Payable)	Account Name	(None)	(None)	(None)	Amount
Fund: 631 - WASTEWATER					
Dept Supp	DEPARTMENT SUPPLIES				67.10
				Fund 631 - WASTEWATER Total:	67.10
				Vendor MONEY WISE OFFICE SUPPLIES Total:	309.77
Vendor: MONUMENT PREVENTION COALITION					
Fund: 111 - GENERAL					
CONTRACTUAL	CONTRACTUAL SERVICES				880.00
				Fund 111 - GENERAL Total:	880.00
				Vendor MONUMENT PREVENTION COALITION Total:	880.00
Vendor: NE CHILD SUPPORT PAYMENT CENTER					
Fund: 713 - CASH & INVESTMENT POOL					
NE CHILD SUPPORT PYBLE	CHILD SUPPORT EE PAY				2,089.06
				Fund 713 - CASH & INVESTMENT POOL Total:	2,089.06
				Vendor NE CHILD SUPPORT PAYMENT CENTER Total:	2,089.06
Vendor: NE LAW ENFORCEMENT TRAINING CENTER					
Fund: 111 - GENERAL					
SCHOOLS & CONF	SCHOOL & CONFERENCE				50.00
				Fund 111 - GENERAL Total:	50.00
				Vendor NE LAW ENFORCEMENT TRAINING CENTER Total:	50.00
Vendor: NEBRASKA@ ONLINE					
Fund: 111 - GENERAL					
CONTRACT	CONSULTING SERVICES				60.00
				Fund 111 - GENERAL Total:	60.00
				Vendor NEBRASKA@ ONLINE Total:	60.00
Vendor: NEBRASKA MACHINERY COMPANY					
Fund: 631 - WASTEWATER					
EQUIP MAINT	EQUIPMENT MAINTENANCE				11,200.00
				Fund 631 - WASTEWATER Total:	11,200.00
				Vendor NEBRASKA MACHINERY COMPANY Total:	11,200.00
Vendor: NEBRASKALAND TIRE					
Fund: 111 - GENERAL					
VEH MAINT	VEHICLE MAINTENANCE				103.77
VEH MAINT	VEHICLE MAINTENANCE				29.00
				Fund 111 - GENERAL Total:	132.77
				Vendor NEBRASKALAND TIRE Total:	132.77
Vendor: NORTHWEST PIPE FITTINGS, INC. OF SCB					
Fund: 111 - GENERAL					
GRD MTC	GROUNDS MAINTENANCE				120.30
GRD MTC	GROUNDS MAINTENANCE				9.45
GRD MTC	GROUNDS MAINTENANCE				26.28
GRD MTC	GROUNDS MAINTENANCE				144.25
GRD MTC	GROUNDS MAINTENANCE				61.88
GRD MTC	GROUNDS MAINTENANCE				98.57
				Fund 111 - GENERAL Total:	460.73
Fund: 213 - CEMETERY					
DEP SUP	DEPARTMENT SUPPLIES				74.11
				Fund 213 - CEMETERY Total:	74.11
				Vendor NORTHWEST PIPE FITTINGS, INC. OF SCB Total:	534.84
Vendor: OCLC, INC					
Fund: 111 - GENERAL					
Contr. svcs	CONTRACTUAL SERVICES				235.96
				Fund 111 - GENERAL Total:	235.96
				Vendor OCLC, INC Total:	235.96

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Description (Payable)	Account Name	(None)	(None)	(None)	Amount
Vendor: ONE CALL CONCEPTS					
Fund: 212 - TRANSPORTATION					
CONTRCTL SVC	CONTRACTUAL SERVICES				53.94
				Fund 212 - TRANSPORTATION Total:	53.94
Fund: 631 - WASTEWATER					
CONTRCTL SVC	CONTRACTUAL SERVICES				53.93
				Fund 631 - WASTEWATER Total:	53.93
Fund: 641 - WATER					
CONTRCTL SVC	CONTRACTUAL SERVICES				53.93
				Fund 641 - WATER Total:	53.93
				Vendor ONE CALL CONCEPTS Total:	161.80
Vendor: OREGON TRAIL PLBG & HTG INC					
Fund: 641 - WATER					
CONTRACTUAL SVC	CONTRACTUAL SERVICES				130.00
				Fund 641 - WATER Total:	130.00
				Vendor OREGON TRAIL PLBG & HTG INC Total:	130.00
Vendor: PANHANDLE COOP INC.					
Fund: 111 - GENERAL					
DEV S FUEL	GASOLINE				83.28
Fuel	SCHOOL & CONFERENCE				41.39
monthly fuel	GASOLINE				1,087.56
COOP INV	GASOLINE				1,364.83
COOP INV	OTHER FUEL				584.68
COOP INV	VEHICLE MAINTENANCE				7.98
GASOLINE	GASOLINE				4,931.08
				Fund 111 - GENERAL Total:	8,100.80
Fund: 212 - TRANSPORTATION					
UNLEADED GASOLINE	GASOLINE				1,136.49
DIESEL FUEL	OTHER FUEL				2,568.71
				Fund 212 - TRANSPORTATION Total:	3,705.20
Fund: 213 - CEMETERY					
COOP INV	GASOLINE				524.61
COOP INV	OTHER FUEL				1,008.32
				Fund 213 - CEMETERY Total:	1,532.93
Fund: 621 - ENVIRONMENTAL SERVICES					
Gasoline	GASOLINE				7,981.00
				Fund 621 - ENVIRONMENTAL SERVICES Total:	7,981.00
Fund: 631 - WASTEWATER					
FUEL	GASOLINE				779.58
FUEL	OTHER FUEL				334.03
FUEL	HEATING FUEL				472.79
				Fund 631 - WASTEWATER Total:	1,586.40
Fund: 641 - WATER					
FUEL	GASOLINE				1,995.04
FUEL	OTHER FUEL				109.57
FUEL	HEATING FUEL				472.78
				Fund 641 - WATER Total:	2,577.39
Fund: 661 - STORMWATER					
STRM WTR FUEL	GASOLINE				42.18
				Fund 661 - STORMWATER Total:	42.18
				Vendor PANHANDLE COOP INC. Total:	25,525.90

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Description (Payable)	Account Name	(None)	(None)	(None)	Amount
Vendor: PANHANDLE GEOTECHNICAL					
Fund: 661 - STORMWATER					
CONTRACTUAL SVC	CONTRACTUAL SERVICES				685.00
				Fund 661 - STORMWATER Total:	685.00
				Vendor PANHANDLE GEOTECHNICAL Total:	685.00
Vendor: PANHANDLE HUMANE SOC					
Fund: 111 - GENERAL					
Contrctl Svc	CONTRACTUAL SERVICES				4,881.32
				Fund 111 - GENERAL Total:	4,881.32
				Vendor PANHANDLE HUMANE SOC Total:	4,881.32
Vendor: PERMA-BOUND					
Fund: 211 - REGIONAL LIBRARY					
Bks	BOOKS				2,507.16
				Fund 211 - REGIONAL LIBRARY Total:	2,507.16
				Vendor PERMA-BOUND Total:	2,507.16
Vendor: PIONEER TINT & CLEAR BRA					
Fund: 218 - PUBLIC SAFETY					
PUB SAFETY-CIP PO#2	DEPARTMENT SUPPLIES				398.00
				Fund 218 - PUBLIC SAFETY Total:	398.00
				Vendor PIONEER TINT & CLEAR BRA Total:	398.00
Vendor: PLATTE VALLEY BANK					
Fund: 713 - CASH & INVESTMENT POOL					
HSA EE PYBLE	HSA EE PAYABLE				11,535.96
HSA ER PYBLE/SINGLE D	HSA ER PAYABLE				337.50
HSA ER PYBLE - FAMILY D	HSA ER PAYABLE				2,125.00
				Fund 713 - CASH & INVESTMENT POOL Total:	13,998.46
				Vendor PLATTE VALLEY BANK Total:	13,998.46
Vendor: POSTMASTER					
Fund: 621 - ENVIRONMENTAL SERVICES					
Postage	POSTAGE				111.47
POSTAGE	POSTAGE				178.79
				Fund 621 - ENVIRONMENTAL SERVICES Total:	290.26
Fund: 631 - WASTEWATER					
Postage	POSTAGE				111.47
POSTAGE	POSTAGE				178.79
				Fund 631 - WASTEWATER Total:	290.26
Fund: 641 - WATER					
Postage	POSTAGE				111.48
POSTAGE	POSTAGE				178.78
				Fund 641 - WATER Total:	290.26
				Vendor POSTMASTER Total:	870.78
Vendor: POWERPLAN					
Fund: 621 - ENVIRONMENTAL SERVICES					
equip mtn	EQUIPMENT MAINTENANCE				953.31
				Fund 621 - ENVIRONMENTAL SERVICES Total:	953.31
				Vendor POWERPLAN Total:	953.31
Vendor: QUILL CORP					
Fund: 111 - GENERAL					
Dept Supp	DEPARTMENT SUPPLIES				105.36
Dept Supp	DEPARTMENT SUPPLIES				183.59
				Fund 111 - GENERAL Total:	288.95
				Vendor QUILL CORP Total:	288.95

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Description (Payable)	Account Name	(None)	(None)	(None)	Amount
Vendor: RCI					
Fund: 812 - HEALTH INSURANCE					
Medical Exp	CLAIMS EXPENSE				32,801.74
Flex Claims	FLEXIBLE BENFT EXPENSES				340.00
Medical Claims	CLAIMS EXPENSE				8,555.70
Fund 812 - HEALTH INSURANCE Total:					41,697.44
Vendor RCI Total:					41,697.44
Vendor: REGION I OFFICE OF HUMAN DEVEL					
Fund: 621 - ENVIRONMENTAL SERVICES					
contractual services	CONTRACTUAL SERVICES				825.00
Fund 621 - ENVIRONMENTAL SERVICES Total:					825.00
Vendor REGION I OFFICE OF HUMAN DEVEL Total:					825.00
Vendor: S M E C					
Fund: 713 - CASH & INVESTMENT POOL					
EE CONTRIBUTION - BIWEEKLY	SMEC EE PAYABLE				240.00
Fund 713 - CASH & INVESTMENT POOL Total:					240.00
Vendor S M E C Total:					240.00
Vendor: SANDBERG IMPLEMENT, INC					
Fund: 111 - GENERAL					
EQP MTC	EQUIPMENT MAINTENANCE				336.33
Fund 111 - GENERAL Total:					336.33
Vendor SANDBERG IMPLEMENT, INC Total:					336.33
Vendor: SCB CO WEED CONTROL					
Fund: 215 - SPECIAL PROJECTS					
FIREARMS RANGE	FIREARMS RANGE SUPPLIES				272.50
Fund 215 - SPECIAL PROJECTS Total:					272.50
Vendor SCB CO WEED CONTROL Total:					272.50
Vendor: SCB COUNTY					
Fund: 111 - GENERAL					
Septic permit	CONTRACTUAL SERVICES				83.00
Fund 111 - GENERAL Total:					83.00
Vendor SCB COUNTY Total:					83.00
Vendor: SCB FIREFIGHTERS UNION LOCAL 1454					
Fund: 713 - CASH & INVESTMENT POOL					
FIRE EE DUES	FIRE UNION DUES EE PAY				210.00
Fund 713 - CASH & INVESTMENT POOL Total:					210.00
Vendor SCB FIREFIGHTERS UNION LOCAL 1454 Total:					210.00
Vendor: SCB POLICE OFFICERS ASS'N					
Fund: 713 - CASH & INVESTMENT POOL					
POLICE EE DUES	POL UNION DUES EE PAY				378.00
Fund 713 - CASH & INVESTMENT POOL Total:					378.00
Vendor SCB POLICE OFFICERS ASS'N Total:					378.00
Vendor: SCOTTS BLUFF COUNTY COURT					
Fund: 111 - GENERAL					
COURT COSTS	LEGAL FEES				286.00
Fund 111 - GENERAL Total:					286.00
Vendor SCOTTS BLUFF COUNTY COURT Total:					286.00
Vendor: SCOTTSBLUFF BODY & PAINT, INC					
Fund: 111 - GENERAL					
TOW SERVICE	CONTRACTUAL SERVICES				70.00
TOW SERVICE	CONTRACTUAL SERVICES				65.00
TOW SERVICE	CONTRACTUAL SERVICES				60.00
TOW SERVICE	CONTRACTUAL SERVICES				60.00
TOW SERVICE	CONTRACTUAL SERVICES				70.00

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Description (Payable)	Account Name	(None)	(None)	(None)	Amount
TOW SERVICE	CONTRACTUAL SERVICES				70.00
TOW SERVICE	CONTRACTUAL SERVICES				85.00
TOW SERVICE	CONTRACTUAL SERVICES				70.00
TOW SERVICE	CONTRACTUAL SERVICES				70.00
TOW SERVICE	CONTRACTUAL SERVICES				85.00
VEH MTC	VEHICLE MAINTENANCE				30.97
Fund 111 - GENERAL Total:					735.97
Fund: 218 - PUBLIC SAFETY					
PUB SAFETY-CIP PO #1	DEPARTMENT SUPPLIES				232.00
Fund 218 - PUBLIC SAFETY Total:					232.00
Vendor SCOTTSBLUFF BODY & PAINT, INC Total:					967.97
Vendor: SCOTTSBLUFF LANDSCAPING INC					
Fund: 111 - GENERAL					
GRD MTC	GROUNDS MAINTENANCE				425.00
Fund 111 - GENERAL Total:					425.00
Vendor SCOTTSBLUFF LANDSCAPING INC Total:					425.00
Vendor: SCOTTSBLUFF SCREENPRINTING & Embroidery,LLC					
Fund: 111 - GENERAL					
CLOTHING	UNIFORMS & CLOTHING				191.00
Fund 111 - GENERAL Total:					191.00
Fund: 215 - SPECIAL PROJECTS					
DEP SUP	DEPARTMENT SUPPLIES				1,567.50
DEP SUP	DEPARTMENT SUPPLIES				750.00
Fund 215 - SPECIAL PROJECTS Total:					2,317.50
Vendor SCOTTSBLUFF SCREENPRINTING & Embroidery,LLC Total:					2,508.50
Vendor: SEEWALD CONSTRUCTION CO					
Fund: 111 - GENERAL					
STRUCTURES	STRUCTURES				56,084.80
Fund 111 - GENERAL Total:					56,084.80
Vendor SEEWALD CONSTRUCTION CO Total:					56,084.80
Vendor: SHERIFF'S OFFICE					
Fund: 111 - GENERAL					
Legal Fees	LEGAL FEES				32.16
Fund 111 - GENERAL Total:					32.16
Vendor SHERIFF'S OFFICE Total:					32.16
Vendor: SHOWCASES					
Fund: 111 - GENERAL					
Dpt sup.	DEPARTMENT SUPPLIES				135.00
Dpt. supp.	DEPARTMENT SUPPLIES				8.37
Fund 111 - GENERAL Total:					143.37
Vendor SHOWCASES Total:					143.37
Vendor: SIMMONS OLSEN LAW FIRM, P.C.					
Fund: 111 - GENERAL					
CONTRACTUAL SERVICES	CONTRACTUAL SERVICES				6,086.85
CONTRACTUAL SERVICES	CONTRACTUAL SERVICES				3,917.77
Fund 111 - GENERAL Total:					10,004.62
Fund: 224 - ECONOMIC DEVELOPMENT					
CONTRACTUAL SERVICES	CONTRACTUAL SERVICES				87.50
CONTRACTUAL SERVICES	CONTRACTUAL SERVICES				300.00
Fund 224 - ECONOMIC DEVELOPMENT Total:					387.50
Vendor SIMMONS OLSEN LAW FIRM, P.C. Total:					10,392.12

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Description (Payable)	Account Name	(None)	(None)	(None)	Amount
Vendor: SIMON CONTRACTORS					
Fund: 111 - GENERAL					
GRD MTC	GROUNDS MAINTENANCE				273.00
				Fund 111 - GENERAL Total:	273.00
Fund: 212 - TRANSPORTATION					
CONCRETE	STREET MAINTENANCE				570.00
CONCRETE	STREET MAINTENANCE				420.00
CONCRETE	STREET MAINTENANCE				682.50
CONCRETE	STREET MAINTENANCE				866.25
CONCRETE	STREET MAINTENANCE				420.00
CONCRETE	STREET MAINTENANCE				551.25
CONCRETE	STREET MAINTENANCE				866.25
CRUSHED CONCRETE	STREET REPAIR SUPPLIES				135.60
				Fund 212 - TRANSPORTATION Total:	4,511.85
				Vendor SIMON CONTRACTORS Total:	4,784.85
Vendor: SLAFTER OIL CO INC.					
Fund: 111 - GENERAL					
EQP MTC	EQUIPMENT MAINTENANCE				22.10
				Fund 111 - GENERAL Total:	22.10
				Vendor SLAFTER OIL CO INC. Total:	22.10
Vendor: SNELL SERVICES INC.					
Fund: 111 - GENERAL					
Equip. mnt.	EQUIPMENT MAINTENANCE				1,830.00
				Fund 111 - GENERAL Total:	1,830.00
				Vendor SNELL SERVICES INC. Total:	1,830.00
Vendor: SOUTHWESTERN EQUIP. CO. INC.					
Fund: 621 - ENVIRONMENTAL SERVICES					
vehicle mtnc	VEHICLE MAINTENANCE				1,145.46
				Fund 621 - ENVIRONMENTAL SERVICES Total:	1,145.46
				Vendor SOUTHWESTERN EQUIP. CO. INC. Total:	1,145.46
Vendor: SS AUTOMOTIVE					
Fund: 111 - GENERAL					
VEH MAINT	VEHICLE MAINTENANCE				390.26
				Fund 111 - GENERAL Total:	390.26
				Vendor SS AUTOMOTIVE Total:	390.26
Vendor: STAPLES					
Fund: 111 - GENERAL					
DEPT SUPPL	DEPARTMENT SUPPLIES				102.99
DEPT SUPP	DEPARTMENT SUPPLIES				83.96
				Fund 111 - GENERAL Total:	186.95
Fund: 631 - WASTEWATER					
DEPT SUP	DEPARTMENT SUPPLIES				85.99
DEPT SUP	DEPARTMENT SUPPLIES				25.27
				Fund 631 - WASTEWATER Total:	111.26
Fund: 661 - STORMWATER					
StrmWtr supplies	DEPARTMENT SUPPLIES				15.48
				Fund 661 - STORMWATER Total:	15.48
				Vendor STAPLES Total:	313.69
Vendor: STAR HERALD					
Fund: 111 - GENERAL					
LEGAL PUBLICATION	LEGAL PUBLICATIONS				18.70
LEGAL PUBLICATIONS	LEGAL PUBLICATIONS				26.72
				Fund 111 - GENERAL Total:	45.42
				Vendor STAR HERALD Total:	45.42

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Description (Payable)	Account Name	(None)	(None)	(None)	Amount
Vendor: THE MOWER SHOP					
Fund: 213 - CEMETERY					
EQP MTC	EQUIPMENT MAINTENANCE				29.76
				Fund 213 - CEMETERY Total:	29.76
				Vendor THE MOWER SHOP Total:	29.76
Vendor: THOMPSON GLASS INC					
Fund: 111 - GENERAL					
DEPT SUPPL	DEPARTMENT SUPPLIES				180.00
DEPT SUPPL	DEPARTMENT SUPPLIES				180.00
				Fund 111 - GENERAL Total:	360.00
				Vendor THOMPSON GLASS INC Total:	360.00
Vendor: TOMMY'S JOHNNY'S INC					
Fund: 111 - GENERAL					
CON SRV	CONTRACTUAL SERVICES				810.00
CON SRV	CONTRACTUAL SERVICES				250.00
CON SRV	CONTRACTUAL SERVICES				245.00
				Fund 111 - GENERAL Total:	1,305.00
				Vendor TOMMY'S JOHNNY'S INC Total:	1,305.00
Vendor: TOTAL FUNDS BY HASLER					
Fund: 111 - GENERAL					
POSTAGE	POSTAGE				300.00
Postage	POSTAGE				1,000.00
				Fund 111 - GENERAL Total:	1,300.00
				Vendor TOTAL FUNDS BY HASLER Total:	1,300.00
Vendor: UNIQUE MANAGEMENT SERVICES, INC					
Fund: 111 - GENERAL					
Cont. svcs	CONTRACTUAL SERVICES				232.70
				Fund 111 - GENERAL Total:	232.70
				Vendor UNIQUE MANAGEMENT SERVICES, INC Total:	232.70
Vendor: UPSTART ENTERPRISES, LLC					
Fund: 111 - GENERAL					
DEPT SUPPL	DEPARTMENT SUPPLIES				84.87
				Fund 111 - GENERAL Total:	84.87
				Vendor UPSTART ENTERPRISES, LLC Total:	84.87
Vendor: US BANK					
Fund: 412 - LEASE CORPORATION					
INTEREST	DEBT SERVICE-INTEREST				21,783.75
INTEREST	DEBT SERVICE-INTEREST				43,007.64
				Fund 412 - LEASE CORPORATION Total:	64,791.39
				Vendor US BANK Total:	64,791.39
Vendor: US BANK					
Fund: 111 - GENERAL					
DEP SUP	DEPARTMENT SUPPLIES				1,575.00
SCH CNF	SCHOOL & CONFERENCE				23.27
SCH CNF	SCHOOL & CONFERENCE				45.34
EQUIP MAINT	EQUIPMENT MAINTENANCE				56.45
SUBSCRIPTION	SUBSCRIPTIONS				15.00
SCH CNF	SCHOOL & CONFERENCE				600.00
EQUIP MAINT	EQUIPMENT MAINTENANCE				52.43
				Fund 111 - GENERAL Total:	2,367.49
Fund: 661 - STORMWATER					
STRM WTR POSTAGE	POSTAGE				7.75
STRM WTR SUP	DEPARTMENT SUPPLIES				63.60
				Fund 661 - STORMWATER Total:	71.35
				Vendor US BANK Total:	2,438.84

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Description (Payable)	Account Name	(None)	(None)	(None)	Amount
Vendor: USA BLUEBOOK					
Fund: 631 - WASTEWATER					
LAB SUP	DEPARTMENT SUPPLIES				433.52
LAB SUP	DEPARTMENT SUPPLIES				165.00
Fund 631 - WASTEWATER Total:					598.52
Vendor USA BLUEBOOK Total:					598.52
Vendor: VALLEY BANK & TRUST CO					
Fund: 218 - PUBLIC SAFETY					
INTEREST	DEBT SERVICE-INTEREST				10,627.50
Fund 218 - PUBLIC SAFETY Total:					10,627.50
Vendor VALLEY BANK & TRUST CO Total:					10,627.50
Vendor: VERIZON WIRELESS					
Fund: 212 - TRANSPORTATION					
CELL PHONE - TRANS	TELEPHONE				16.22
Fund 212 - TRANSPORTATION Total:					16.22
Fund: 631 - WASTEWATER					
CELL SERVICE	CELLULAR PHONE				47.44
Fund 631 - WASTEWATER Total:					47.44
Fund: 641 - WATER					
CELL SERVICE	CELLULAR PHONE				82.45
Fund 641 - WATER Total:					82.45
Vendor VERIZON WIRELESS Total:					146.11
Vendor: VILLAGRANA JR, MIGUEL					
Fund: 111 - GENERAL					
Refund	PARK SHELTER/EVENT FEE				25.00
Fund 111 - GENERAL Total:					25.00
Vendor VILLAGRANA JR, MIGUEL Total:					25.00
Vendor: VISTABEAM					
Fund: 215 - SPECIAL PROJECTS					
DEP SUP	DEPARTMENT SUPPLIES				54.95
Fund 215 - SPECIAL PROJECTS Total:					54.95
Vendor VISTABEAM Total:					54.95
Vendor: WALMART COMMUNITY/GEMB					
Fund: 111 - GENERAL					
DEP SUP	DEPARTMENT SUPPLIES				252.76
DEPT SUPPL/FIREARMS SUPPL	DEPARTMENT SUPPLIES				5.92
DEPT SUPPL/FIREARMS SUPPL	FIREARMS SUPPLIES				57.34
SUPPLIES	DEPARTMENT SUPPLIES				20.63
Fund 111 - GENERAL Total:					336.65
Vendor WALMART COMMUNITY/GEMB Total:					336.65
Vendor: WELLS FARGO BANK N.A.					
Fund: 713 - CASH & INVESTMENT POOL					
RETIREMENT GENERAL - EE	REGULAR RETIRE EE PAY				8,363.08
RETIREMENT GENERAL ADDTL -...	REGULAR RETIRE EE PAY				2,867.18
RETIREMENT GENERAL ADDTL -...	REGULAR RETIRE ER PAY				2,477.87
TSA POLICE	RETIRE POLICE EE PAY				8,752.56
TSA POLICE ADDTL - EE	RETIRE POLICE EE PAY				48.44
TSA FIRE	RETIRE FIRE EE PAYABLE				6,142.29
TSA FIRE ADDTL - EE	RETIRE FIRE EE PAYABLE				365.00
Fund 713 - CASH & INVESTMENT POOL Total:					29,016.42
Vendor WELLS FARGO BANK N.A. Total:					29,016.42

Expense Approval Report

Post Dates: 5/6/2014 - 5/19/2014

Description (Payable)	Account Name	(None)	(None)	(None)	Amount
Vendor: WESTERN PATHOLOGY CONSULTANTS, INC					
Fund: 111 - GENERAL					
CONTRACT	CONTRACTUAL SERVICES				228.00
Fund 111 - GENERAL Total:					228.00
Vendor WESTERN PATHOLOGY CONSULTANTS, INC Total:					228.00
Vendor: WESTERN TRAVEL TERMINAL					
Fund: 631 - WASTEWATER					
VEH MAINT	VEHICLE MAINTENANCE				18.00
Fund 631 - WASTEWATER Total:					18.00
Fund: 641 - WATER					
VEH MAINT	VEHICLE MAINTENANCE				26.00
Fund 641 - WATER Total:					26.00
Vendor WESTERN TRAVEL TERMINAL Total:					44.00
Vendor: WINNELSON COMPANY INC.					
Fund: 213 - CEMETERY					
DEP SUP	DEPARTMENT SUPPLIES				20.42
Fund 213 - CEMETERY Total:					20.42
Vendor WINNELSON COMPANY INC. Total:					20.42
Vendor: WINTER CREEK CANAL CO					
Fund: 219 - INDUSTRIAL SITES					
IRRIG.TAX	IRRIGATION TAX				1,458.25
Fund 219 - INDUSTRIAL SITES Total:					1,458.25
Fund: 621 - ENVIRONMENTAL SERVICES					
post closure care	POST CLOSURE CARE				2,562.50
Fund 621 - ENVIRONMENTAL SERVICES Total:					2,562.50
Vendor WINTER CREEK CANAL CO Total:					4,020.75
Vendor: YMCA OF SCOTTSBLUFF					
Fund: 713 - CASH & INVESTMENT POOL					
POLICE - EE	YMCA PAY EE				235.20
POLICE - ER	YMCA PAY ER				264.60
EE-SINGLE	YMCA PAY EE				86.62
EE - FAMILY	YMCA PAY EE				383.24
ER PAID AT 50%	YMCA PAY ER				141.75
ER PAID AT 75%	YMCA PAY ER				70.89
ER PAID AT 100%	YMCA PAY ER				189.00
Fund 713 - CASH & INVESTMENT POOL Total:					1,371.30
Vendor YMCA OF SCOTTSBLUFF Total:					1,371.30
Grand Total:					505,700.87

Report Summary**Fund Summary**

Fund	Expense Amount	Payment Amount
111 - GENERAL	99,737.78	375.79
211 - REGIONAL LIBRARY	2,809.86	0.00
212 - TRANSPORTATION	12,033.68	0.00
213 - CEMETERY	1,665.86	0.00
215 - SPECIAL PROJECTS	3,588.67	0.00
218 - PUBLIC SAFETY	15,481.18	0.00
219 - INDUSTRIAL SITES	1,458.25	0.00
224 - ECONOMIC DEVELOPMENT	387.50	0.00
311 - DEBT SERVICE	52,569.86	0.00
412 - LEASE CORPORATION	64,791.39	0.00
621 - ENVIRONMENTAL SERVICES	63,192.69	290.26
631 - WASTEWATER	17,204.04	290.26
641 - WATER	4,582.37	290.26
661 - STORMWATER	14,542.96	0.00
713 - CASH & INVESTMENT POOL	109,957.34	109,957.34
812 - HEALTH INSURANCE	41,697.44	41,697.44
Grand Total:	505,700.87	152,901.35

Account Summary

Account Number	Account Name	Expense Amount	Payment Amount
111-42206-171	PARK SHELTER/EVENT FEE	25.00	0.00
111-51281-142	DISABILITY INSURANCE	375.79	375.79
111-52111-111	DEPARTMENT SUPPLIES	105.36	0.00
111-52111-114	DEPARTMENT SUPPLIES	104.59	0.00
111-52111-116	DEPARTMENT SUPPLIES	183.59	0.00
111-52111-121	DEPARTMENT SUPPLIES	53.59	0.00
111-52111-141	DEPARTMENT SUPPLIES	4.80	0.00
111-52111-142	DEPARTMENT SUPPLIES	553.78	0.00
111-52111-151	DEPARTMENT SUPPLIES	413.45	0.00
111-52111-171	DEPARTMENT SUPPLIES	722.01	0.00
111-52111-172	DEPARTMENT SUPPLIES	1,716.94	0.00
111-52121-141	JANITORIAL SUPPLIES	19.79	0.00
111-52121-142	JANITORIAL SUPPLIES	19.79	0.00
111-52121-151	JANITORIAL SUPPLIES	140.82	0.00
111-52162-142	FIREARMS SUPPLIES	57.34	0.00
111-52181-142	UNIFORMS & CLOTHING	376.38	0.00
111-52181-172	UNIFORMS & CLOTHING	191.00	0.00
111-52222-151	BOOKS	213.20	0.00
111-52225-151	SUBSCRIPTIONS	30.00	0.00
111-52225-171	SUBSCRIPTIONS	15.00	0.00
111-52411-111	POSTAGE	1,001.41	0.00
111-52411-141	POSTAGE	20.85	0.00
111-52411-142	POSTAGE	300.00	0.00
111-52511-121	GASOLINE	83.28	0.00
111-52511-141	GASOLINE	1,087.56	0.00
111-52511-142	GASOLINE	5,011.08	0.00
111-52511-171	GASOLINE	1,364.83	0.00
111-52521-171	OTHER FUEL	584.68	0.00
111-53111-112	CONTRACTUAL SERVICES	2,318.00	0.00
111-53111-114	CONTRACTUAL SERVICES	6,086.85	0.00
111-53111-121	CONTRACTUAL SERVICES	83.00	0.00
111-53111-142	CONTRACTUAL SERVICES	10,469.09	0.00
111-53111-151	CONTRACTUAL SERVICES	468.66	0.00
111-53111-171	CONTRACTUAL SERVICES	1,305.00	0.00
111-53121-112	CONSULTING SERVICES	60.00	0.00
111-53121-142	CONSULTING SERVICES	100.00	0.00
111-53161-143	LEGAL PUBLICATIONS	45.42	0.00

Account Summary

Account Number	Account Name	Expense Amount	Payment Amount
111-53211-114	LEGAL FEES	318.16	0.00
111-53421-141	BUILDING MAINTENANCE	16.20	0.00
111-53421-142	BUILDING MAINTENANCE	16.20	0.00
111-53441-111	EQUIPMENT MAINTENAN...	136.72	0.00
111-53441-141	EQUIPMENT MAINTENAN...	276.00	0.00
111-53441-142	EQUIPMENT MAINTENAN...	108.88	0.00
111-53441-151	EQUIPMENT MAINTENAN...	1,867.50	0.00
111-53441-171	EQUIPMENT MAINTENAN...	537.70	0.00
111-53451-142	VEHICLE MAINTENANCE	523.03	0.00
111-53451-171	VEHICLE MAINTENANCE	132.07	0.00
111-53471-171	GROUNDS MAINTENANCE	2,235.31	0.00
111-53631-111	RENT-MACHINES	153.09	0.00
111-53631-142	RENT-MACHINES	53.94	0.00
111-53711-142	SCHOOL & CONFERENCE	856.25	0.00
111-53711-171	SCHOOL & CONFERENCE	110.00	0.00
111-53711-172	SCHOOL & CONFERENCE	600.00	0.00
111-54311-172	STRUCTURES	56,084.80	0.00
211-52222-151	BOOKS	2,809.86	0.00
212-52111-212	DEPARTMENT SUPPLIES	1,389.12	0.00
212-52171-212	STREET REPAIR SUPPLIES	135.60	0.00
212-52511-212	GASOLINE	1,136.49	0.00
212-52521-212	OTHER FUEL	2,568.71	0.00
212-53111-212	CONTRACTUAL SERVICES	53.94	0.00
212-53431-212	ELECTRICAL MAINTENAN...	1,700.00	0.00
212-53441-212	EQUIPMENT MAINTENAN...	350.66	0.00
212-53451-212	VEHICLE MAINTENANCE	306.69	0.00
212-53491-212	STREET MAINTENANCE	4,376.25	0.00
212-53561-212	TELEPHONE	16.22	0.00
213-52111-213	DEPARTMENT SUPPLIES	103.17	0.00
213-52511-213	GASOLINE	524.61	0.00
213-52521-213	OTHER FUEL	1,008.32	0.00
213-53441-213	EQUIPMENT MAINTENAN...	29.76	0.00
215-52111-172	DEPARTMENT SUPPLIES	3,316.17	0.00
215-52161-142	FIREARMS RANGE SUPPLI...	272.50	0.00
218-52111-142	DEPARTMENT SUPPLIES	4,853.68	0.00
218-57115-142	DEBT SERVICE-INTEREST	10,627.50	0.00
219-59212-116	IRRIGATION TAX	1,458.25	0.00
224-53111-114	CONTRACTUAL SERVICES	387.50	0.00
311-57110-111	DEBT SERVICE-PRINCIPAL	50,169.62	0.00
311-57115-111	DEBT SERVICE-INTEREST	2,400.24	0.00
412-57115-111	DEBT SERVICE-INTEREST	64,791.39	0.00
621-52111-621	DEPARTMENT SUPPLIES	2,717.37	0.00
621-52311-621	MEMBERSHIPS	203.50	0.00
621-52411-621	POSTAGE	290.26	290.26
621-52511-621	GASOLINE	7,981.00	0.00
621-52521-621	OTHER FUEL	564.21	0.00
621-53111-621	CONTRACTUAL SERVICES	825.00	0.00
621-53193-621	DISPOSAL FEES	44,001.93	0.00
621-53194-621	POST CLOSURE CARE	2,562.50	0.00
621-53441-621	EQUIPMENT MAINTENAN...	953.31	0.00
621-53451-621	VEHICLE MAINTENANCE	3,093.61	0.00
631-52111-631	DEPARTMENT SUPPLIES	1,129.01	0.00
631-52411-631	POSTAGE	343.76	290.26
631-52511-631	GASOLINE	779.58	0.00
631-52521-631	OTHER FUEL	334.03	0.00
631-53111-631	CONTRACTUAL SERVICES	53.93	0.00
631-53441-631	EQUIPMENT MAINTENAN...	11,200.00	0.00
631-53451-631	VEHICLE MAINTENANCE	18.00	0.00

Account Summary

Account Number	Account Name	Expense Amount	Payment Amount
631-53521-631	HEATING FUEL	472.79	0.00
631-53571-631	CELLULAR PHONE	47.44	0.00
631-54311-631	STRUCTURES	2,825.50	0.00
641-52111-641	DEPARTMENT SUPPLIES	295.49	0.00
641-52117-641	SAMPLES	213.00	0.00
641-52411-641	POSTAGE	344.71	290.26
641-52511-641	GASOLINE	1,995.04	0.00
641-52521-641	OTHER FUEL	109.57	0.00
641-53111-641	CONTRACTUAL SERVICES	205.15	0.00
641-53441-641	EQUIPMENT MAINTENAN...	86.30	0.00
641-53451-641	VEHICLE MAINTENANCE	740.00	0.00
641-53521-641	HEATING FUEL	472.78	0.00
641-53571-641	CELLULAR PHONE	82.45	0.00
641-53631-641	RENT-MACHINES	37.88	0.00
661-52111-661	DEPARTMENT SUPPLIES	13,083.03	0.00
661-52411-661	POSTAGE	7.75	0.00
661-52511-661	GASOLINE	42.18	0.00
661-53111-661	CONTRACTUAL SERVICES	1,410.00	0.00
713-21511	MISC PAYROLL DEDUCT	360.14	360.14
713-21512	MEDICARE W/H EE PAYAB...	7,202.94	7,202.94
713-21513	FICA W/H EE PAYABLE	26,749.40	26,749.40
713-21514	FED W/H EE PAYABLE	25,536.00	25,536.00
713-21517	POL UNION DUES EE PAY	378.00	378.00
713-21518	FIRE UNION DUES EE PAY	210.00	210.00
713-21523	LIFE INS EE PAYABLE	34.36	34.36
713-21524	SMEC EE PAYABLE	240.00	240.00
713-21527	WAGE ATTACHMENT EE ...	400.94	400.94
713-21528	REGULAR RETIRE EE PAY	11,230.26	11,230.26
713-21529	DEFERRED COMP EE PAY	965.00	965.00
713-21531	RETIRE FIRE EE PAYABLE	6,507.29	6,507.29
713-21533	RETIRE POLICE EE PAY	8,801.00	8,801.00
713-21534	DIS INC INS EE PAYABLE	624.93	624.93
713-21539	CHILD SUPPORT EE PAY	2,089.06	2,089.06
713-21540	YMCA PAY EE	705.06	705.06
713-21541	HSA EE PAYABLE	11,535.96	11,535.96
713-21723	LIFE INS ER PAYABLE	780.39	780.39
713-21728	REGULAR RETIRE ER PAY	2,477.87	2,477.87
713-21740	YMCA PAY ER	666.24	666.24
713-21741	HSA ER PAYABLE	2,462.50	2,462.50
812-53862-112	CLAIMS EXPENSE	41,357.44	41,357.44
812-53863-112	FLEXIBLE BENFT EXPENSES	340.00	340.00
Grand Total:		505,700.87	152,901.35

Project Account Summary

Project Account Key	Expense Amount	Payment Amount
None	500,512.27	152,901.35
2117753111	810.00	0.00
2117753471	84.06	0.00
2122352111	3,316.17	0.00
6002052111	203.44	0.00
6002052411	7.75	0.00
6002053111	767.18	0.00
Grand Total:		152,901.35

Refund Review
Close Form
Print Screen

Packet: UBPKT00248 – Refunds 2 UBPKT00247 Disconnect

Add
Edit
Delete

Account #	Status	Contact	Service Address	Refund Amount
<input checked="" type="checkbox"/> <input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	=
▶ 020-4791-07	Inactive	JORDYN A SURBER	1806 AVE H SCOTTSBLUFF NE 69361	29.14
005-3532-03	Inactive	VERA CAMPOS	2117 AVE C SCOTTSBLUFF NE 69361	6.07
025-1663-04	Inactive	HEATHER M BECK	1413 AVE N SCOTTSBLUFF NE 69361	25.91
Total				
3				\$61.12

City of Scottsbluff, Nebraska

Monday, May 19, 2014

Regular Meeting

Item Public Inp1

Council to consider a Liquor License Manager License for Daniel Steele as manager of the WalMart Liquor License.

Staff Contact: Rick Kuckkahn, City Manager

**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

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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. Two cards per person, fees of \$38 per person, made payable to Nebraska State Patrol. If printed at NSP mail check only.**
- ✓ **21 years of age or older**

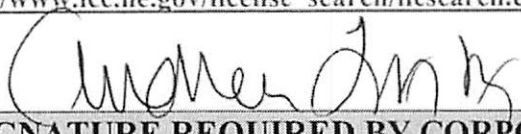
Corporation/LLC information

Name of Corporation/LLC: Wal-Mart Stores, Inc.

Premise information

Liquor License Number: 057128 Class Type D
(if new application leave blank)
Premise Trade Name/DBA: Walmart 867
Premise Street Address: 3322 Avenue "I"
City: Scottsbluff County: Scottsbluff Zip Code: 69361
Premise Phone Number: 308-632-2666
Email address: dpsteel.s00867.us@wal-mart.com

The individual whose name is listed as a corporate officer or managing member as reported on insert form 3a or 3b or listed with the Commission. 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)



1400009301

Form 103
Rev 9/2013
Page 2 of 6

Manager's information must be completed below PLEASE PRINT CLEARLY

Last Name: Steele First Name: Daniel MI: P
Home Address (include PO Box if applicable): 1202 S. Beltline Hwy W
City: Scottsbluff County: Scottsbluff Zip Code: 69631
Home Phone Number: 308-575-0190 Business Phone Number: 308-632-2666
Social Security Number: _____ Drivers License Number & State: H13685493 Nebraska
Date Of Birth: 06-26-1977 Place Of Birth: North Platte, NE
Email address: dpsteel.s00867.us@wal-mart.com

Are you married? If yes, complete spouse's information (Even if a spouse is deceased)

☒ YES

☐ NO

Spouse's information:

Spouses Last Name: Steele First Name: Raconda MI: R
Social Security Number: _____ Drivers License Number & State: 510053354 New Mexico
Date Of Birth: 10-03-1978 Place Of Birth: Durango, CO

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	2013	2014	Scottsbluff, NE	2013	2014
Taos, NM	2010	2013	Taos, NM	2010	2013
Grandview, MO	2004	2010	Grandview, MO	2004	2010
Lincoln, NE	2002	2003	Lincoln, NE	2002	2003

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NEBRASKA LIQUOR
CONTROL COMMISSION

Form 103
Rev 9/2013
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MANAGER'S LAST TWO EMPLOYERS

YEAR FROM TO		NAME OF EMPLOYER	NAME OF SUPERVISOR	TELEPHONE NUMBER
1998	Present	Wal-Mart	Merle Axford	308-236-6263
1997	1998	National Furniture Liquidators	Monte	

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

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: 2/26/14 Name on Certificate: Daniel P Steele

Applicant Name	Date (mm/yyyy)	Name of program (attach copy of course completion certificate)
Daniel P Steele	02/2014	RBST General Certificate

*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:
Dan Steele Store Manager	2013-Present	Walmart Scottsbluff, NE
Dan Steele Store Manager	2010-2013	Walmart Taos, NM
Dan Steele Shift Manager	2008-2013	Walmart Raymore, MO
Dan Steele Store Manager	2004-2008	Walmart Kansas City, MO

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NEBRASKA LIQUOR
CONTROL COMMISSION

5. Have you enclosed the required fingerprint cards and **PROPER FEES** with this application?
(Check or money order made payable to the Nebraska State Patrol for \$38.00 per person)

☒ 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

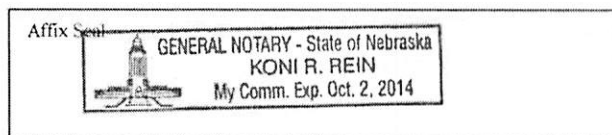
Feb 26th 2014
date

The foregoing instrument was acknowledged before me this

by Daniel P. Steele
name of person acknowledged



Notary Public signature



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

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NEBRASKA LIQUOR
CONTROL COMMISSION

Form 103
Rev 9/2013
Page 6 of 6

**SPOUSAL AFFIDAVIT OF
NON PARTICIPATION INSERT**

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

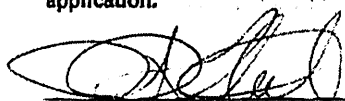
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MAR 24 2014

**NEBRASKA LIQUOR
CONTROL COMMISSION**

I acknowledge that I am the spouse of a liquor license holder. My signature below confirms that I will have not have any interest, directly or indirectly in the operation or profit of the business (853-125(13)) of the Liquor Control Act. I will not tend bar, make sales, serve patrons, stock shelves, write checks, sign invoices or represent myself as the owner or in any way participate in the day to day operations of this business in any capacity. I understand my fingerprint will not be required; however, I am obligated to sign and disclose any information on all applications needed to process this application.



Signature of spouse asking for waiver
(Spouse of individual listed below)

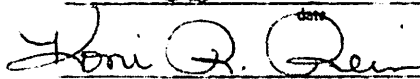
Racanda R. Steele

Printed name of spouse asking for waiver

State of Nebraska

County of Scotts Bluff

Feb 26 2014



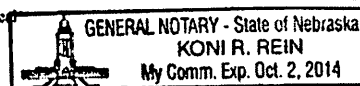
Notary Public signature

The foregoing instrument was acknowledged before me this

by Racanda R. Steele

name of person acknowledged

Affix Seal



I acknowledge that I am the spouse of the above listed individual. I understand that my spouse and I are responsible for compliance with the conditions set out above. If it is determined that the above individual has violated (853-125(13)) the Commission may cancel or revoke the liquor license.



Signature of individual involved with application
(Spouse of individual listed above)


DANIEL P STEELE

Printed name of applying individual

State of Nebraska

County of Scotts Bluff

Feb 26 2014



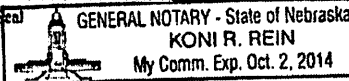
Notary Public signature

The foregoing instrument was acknowledged before me this

by Daniel P Steele

name of person acknowledged

Affix Seal



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

FORM 35-4178
Revised 1/2008

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NEBRASKA LIQUOR
CONTROL COMMISSION

DANIEL PAUL STEELE

has earned a

Certificate of Achievement

- for those who serve or sell alcohol in Nebraska

RB-0028115

Expires: 02-26-2017 Amount Paid: \$



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



Memorandum

To: THE HONORABLE MAYOR AND MEMBERS OF THE CITY COUNCIL
From: Kevin Spencer, Chief of Police
Date: 5/15/2014
Re: Application for Corporate Manager Daniel Steele Wal-Mart Stores, Inc. dba: Walmart 867 License Class D number D-057128.

AUTHORITY: The Scottsbluff Police Department reports specific information to the City Council whenever a liquor license application is presented. The information furnished by the Police Department conforms to Chapter 53, Reissue Revised Statutes of Nebraska 1943, and Section 53-132, which outlines the factors which the Commission may consider in granting a liquor license.

COMMENTARY

53-132: Section 2

(A) The applicant is fit, willing and able to properly provide the service proposed within the city where the premises described in the application are located:

A background check was conducted on Daniel Steele as a means to determine his fitness to hold a liquor license. Daniel reported that he has no criminal history including no traffic citations. After conducting an extensive background check we learned that Daniel has no record.

On 05/15/2014 I spoke with Daniel Steele by telephone as he was out of town. Daniel told me that he has 10 years' experience working with alcohol. Daniel explained that he has been a Wal-Mart store manager for 7 years and an assistant for 3 years. Daniel said that during this time he was responsible for the alcohol. Daniel told me that this is the first time that the liquor license will be in his name due to the fact that in Kansas City and New Mexico the licenses were in the stores names although he was responsible.

Considering all the information gathered I find no reason to believe the applicant is not fit to hold a liquor license.

(B) The applicant can conform to all provisions, requirements, rules and regulations provided for in the Nebraska Liquor Control Act:

Any operator must adhere to the existing laws while doing business in the community and adhere to acceptable business practices. Daniel told me that Wal-Mart requires all of their employees that are old enough to work with alcohol, to attend training. Daniel told me that they have policy to address instances where violations occur. Daniel said that it depends on the significance of the violation as to what happens. Daniel explained that someone who sales to a minor will lose their job, while other violations may require retraining.

The applicant appears to have the ability and willingness to conform to language within the Nebraska Liquor Control Act.

- (C) The applicant has demonstrated that the type of management and control exercised over the licensed premises will be sufficient to insure that the licensed business can conform to all provisions, requirements, rules and regulations provided for in the Nebraska Liquor Control Act:**

Daniel reported that after hours they place signs in the alcohol area to alert customers to the fact that alcohol cannot be purchased. Daniel also told me that they have employees that stay in the area of the alcohol to remind customers that alcohol cannot be purchased.

Daniel told me that the alcohol is inventoried once a month by asset protection personnel and then again once a year when the entire store is inventoried.

Wal-Mart is opened 24 hours a day but does have a video recording system that records the interior and exterior of the store.

The applicant appears committed to complying with all provisions, requirements, rules and regulations provided for in the Nebraska Liquor Control Act.

- (D) The issuance of the license is or will be required by the present or future public convenience and necessity:**

Wal-Mart is open 24 hours a day seven days a week.

Oversight and accountability will be a priority for the applicants as it relates to the sale of alcoholic beverages.

SPECIFIC ISSUES COMMISSION MAY CONSIDER

- (E) The existence of a citizen's protest made in accordance with Section 53-133:**

There have been no known citizen protests of this business.

- (F) The nature of the neighborhood or community of the location of the proposed licensed premises:**

The business is located at 3322 Avenue I Scottsbluff, NE. It is a business that will attract customers day and night as it is open twenty-four hours a day. Wal-Mart has been at the Avenue I location for several years.

- (G) The existence or absence of other retail licenses or bottle club licenses with similar privilege within the neighborhood or community of the location or the proposed licensed premises.**

There are no other businesses of this nature in the immediate area.

- (H) The existing motor vehicle and pedestrian traffic flow in the vicinity of the proposed licensed premises:**

Although no recent traffic studies have been completed regarding motor vehicle traffic of the general area, the traffic flow is not of a concern at this time nor is pedestrian traffic.

(I) The adequacy of existing law enforcement:

The Scottsbluff Police Department is allowed 32 full time officers in the department and handled approximately 15,000 incidents, not including traffic citations during 2013. The number of liquor licenses within the jurisdictional boundaries of the Police Department, regardless of the class, continues to be a concern to the Police Department and even routine monitoring of their business practices is difficult. Compliance checks continue to remain a concern to those businesses that sell alcohol to minors. The Nebraska State Patrol has assumed liquor law enforcement duties and their wide jurisdiction generally precludes any particular focus in the city.

(J) Whether the type of business or activity proposed to be operated in conjunction with the proposed license is and will be consistent with the public interest:

The Police Department would reserve making any statement which would indicate that the sale of alcohol is consistent with the public interest.

Adequate staffing and training, as well as close supervision of patrons are important. Cooperation with the Police Department by management will help to eliminate or diminish potential problems with violations.

City of Scottsbluff, Nebraska

Monday, May 19, 2014

Regular Meeting

Item Public Inp2

Council to receive a report from Nebraska Public Power District on the construction of a new substation five miles south of Stegall, NE.

Minutes: NPPD plans to construct a 115,000-volt electric transmission line from the existing Scottsbluff Substation to a new substation to be built approximately five miles south of Stegall near the existing Stegall Substation owned by Basin Electric Power Cooperative. The exact location of the new substation is yet to be determined.

The approximate 23-mile transmission line will enhance transmission system reliability in the western Nebraska Panhandle region. The new line will also meet the North American Electric Reliability Corporation's Reliability Standards for the western Nebraska area. The line is expected to be in service by mid-2017.

Jedd Fischer, Project Manager will be providing an update on the status of the project.

Staff Contact: Rick Kuckkahn, City Manager

City of Scottsbluff, Nebraska

Monday, May 19, 2014

Regular Meeting

Item Pub. Hear.1

Council to conduct a public hearing as advertised for this date at 6:05 p.m. for a Class I Liquor License for Prime Cut Meat Market and Restaurant, 305 West 27th St.

Staff Contact: Rick Kuckkahn, City Manager

Agenda Statement

Item No.

For meeting of: May 19, 2014

AGENDA TITLE: Council to hold a public hearing as advertised for this date at 6:05 p.m. for a Class I Liquor License for Primecut Meat Market and & Restaurant, 305 West 27th St., Scottsbluff, NE 69361.

SUBMITTED BY DEPARTMENT/ORGANIZATION: Administration

PRESENTATION BY: Applicant

SUMMARY EXPLANATION:

BOARD/COMMISSION RECOMMENDATION:

STAFF RECOMMENDATION: Conduct the public hearing and consider a recommendation to the Nebraska Liquor Commission either approving or denying said application.

EXHIBITS

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

Other (specify) ☐ Application, Memorandums, Exhibits

Exhibit #1 – Application of Primecut, 305 West 27th St., Scottsbluff, NE 69361.
Exhibit #2 – City Council Check List for Neb. Rev. Stat. §53-132 Cum Supp 2002
Exhibit #3 – Written Statement of Police Chief
Exhibit #4 – Written Statement of City Clerk
Exhibit #5 – Written Statement of Planning Administrator

NOTIFICATION LIST: Yes ☒ No ☐ Further Instructions ☐

Primecut Restaurant
305 West 27th St.
Scottsbluff, NE 69361

APPROVAL FOR SUBMITTAL: _____
City Manager

Rev 3/1/99CClerk

**APPLICATION FOR LIQUOR LICENSE
RETAIL**

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/

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MAR 28 2014

NEBRASKA LIQUOR
CONTROL COMMISSION

DA

107258

**CLASS OF LICENSE FOR WHICH APPLICATION IS MADE AND FEES
CHECK DESIRED CLASS**

RS

RETAIL LICENSE(S)

Submit \$400 Non Refundable Application Fee

New

- ☐ A BEER, ON SALE ONLY
- ☐ B BEER, OFF SALE ONLY
- ☐ C BEER, WINE, DISTILLED SPIRITS, ON AND OFF SALE
- ☐ D BEER, WINE, DISTILLED SPIRITS, OFF SALE ONLY
- ☒ I BEER, WINE, DISTILLED SPIRITS, ON SALE ONLY
- ☐ AB BEER, ON AND OFF SALE
- ☐ AD BEER ON SALE ONLY, BEER, WINE, DISTILLED SPIRITS OFF SALE
- ☐ IB BEER, WINE, DISTILLED SPIRITS ON SALE, BEER OFF SALE ONLY
- ☐ ID BEER, WINE, DISTILLED SPIRITS ON AND OFF SALE

- ☐ Class K Catering license (requires catering application form 106) \$100.00

Additional fees will be assessed at city/village or county level when license is issued

LICENSE YEAR

Class C license term runs from November 1 – October 31

All other licenses run from May 1 – April 30

Catering license (K) expires same as underlying retail license

**CHECK TYPE OF LICENSE FOR WHICH YOU ARE APPLYING
(CHECK ONLY ONE)**

- ☒ Individual License (requires insert form 1- form number 104)
- ☐ Partnership License (requires insert form 2- form number 105)
- ☐ Corporate License (requires insert form 3a & 3c- form number 101 and 103)
- ☐ Limited Liability Company (LLC) (requires form 3b & 3c- form number 102 and 103)

NAME OF ATTORNEY OR FIRM ASSISTING WITH APPLICATION (if applicable)
Commission will call this person with any questions we may have on this application

Name _____ Phone number: _____

Firm Name _____

PayPort - \$400.00



1400008521

FORM 100
REV 12/2013
PAGE 3

PREMISE INFORMATIONTrade Name (doing business as) PRIMECUT ~~MEAT~~ MEAT MARKET A RESTAURANTStreet Address #1 305 WEST 27th

Street Address #2 _____

City SCOTTS BLUFF County SCOTTS BLUFF Zip Code 69361Premise Telephone number 308-632-5353Business e-mail address pcsb305@embury.netIs this location inside the city/village corporate limits: ☒ YES

Mailing address (where you want to receive mail from the Commission)

Name MARTY MANLEYStreet Address #1 305 WEST 27th STREET

Street Address #2 _____

City SCOTTS BLUFF State NE Zip Code 69361

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MAR 28 2014

☐ NONEBRASKA LIQUOR
CONTROL COMMISSION**DESCRIPTION AND DIAGRAM OF THE STRUCTURE TO BE LICENSED****READ CAREFULLY**

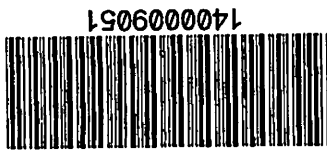
In the space provided or on an attachment draw the area to be licensed. This should include storage areas, basement, outdoor area, sales areas and areas where consumption or sales of alcohol will take place. If only a portion of the building is to be covered by the license, you must still include dimensions (length x width) of the licensed area as well as the dimensions of the entire building. No blue prints please. Be sure to indicate the direction north and number of floors of the building.

****For on premise consumption liquor licenses minimum standards must be met by providing at least two restrooms**

Building: length 90' x width 61' in feetIs there a basement to be licensed? Yes _____ No X If yes, length _____ x width _____ in feetIs there an outdoor area? Yes _____ No X If yes, length _____ x width _____ in feet

PROVIDE DIAGRAM OF AREA TO BE LICENSED BELOW OR ATTACH SEPARATE SHEET

WEST 27th STREET

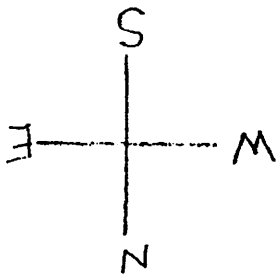


PARKING LOT

PRIME CUT

90'

61'



APPLICANT INFORMATION

1. READ CAREFULLY. ANSWER COMPLETELY AND ACCURATELY §53-125(5)

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. Include traffic violations. 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. The 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

MAR 28 2014

NEBRASKA LIQUOR

CONTROL COMMISSION

Name of Applicant	Date of Conviction (mm/yyyy)	Where Convicted (city & state)	Description of Charge	Disposition
MARY MANLEY	June 2010?	ALBANY County Wyo. m. ng.	Speeding Ticket	Paid Ticket

2. Are you buying the business of a current retail liquor license?

☐ YES ☒ NO

If yes, give name of business and liquor license number _____

- a) Submit a copy of the sales agreement
- b) Include a list of alcohol being purchased, list the name brand, container size and how many
- c) Submit a list of the furniture, fixtures and equipment

3. Was this premise licensed as liquor licensed business within the last two (2) years?

☐ YES ☒ NO

If yes, give name and license number _____

4. Are you filing a temporary operating permit to operate during the application process?

☐ YES ☒ NO

If yes:

- a) Attach temporary operating permit (TOP) (form 125)
- b) TOP will only be accepted at a location that currently holds a valid liquor license.

FORM 100
REV 12/2013
PAGE 5

5. Are you borrowing any money from any source, including family or friends, to establish and/or operate the business?

☐ YES ☒ NO

If yes, list the lender(s) _____

6. Will any person or entity, other than applicant, be entitled to a share of the profits of this business?

☐ YES ☒ NO

If yes, explain. (All involved persons must be disclosed on application)

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MAR 28 2014
NEBRASKA LIQUOR
CONTROL COMMISSION

No silent partners

7. Will any of the furniture, fixtures and equipment to be used in this business be owned by others?

☐ YES ☒ NO

If yes, list such item(s) and the owner. _____

8. Is premise to be licensed 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)

9. Is anyone listed on this application a law enforcement officer?

☐ YES ☒ NO

If yes, list the person, the law enforcement agency involved and the person's exact duties

10. List the primary bank and/or financial institution (branch if applicable) to be utilized by the business

a) List the individual(s) who will be authorized to write checks and/or withdrawals on accounts at this institution.

PLATTE VALLEY BANKS. MARTY OR BRENDA MANLEY

11. List all past and present liquor licenses held in Nebraska or any other state by any person named in this application. Include license holder name, location of license and license number. Also list reason for termination of any license(s) previously held.

NONE

FORM 100
REV 12/2013
PAGE 6

12. List the alcohol related training and/or experience (when and where) of the person(s) making application. Those persons required are listed as followed:

- a) Individual, applicant only (no spouse)
- b) Partnership, all partners (no spouses)
- c) Corporation, manager only (no spouse) as listed on form 3c
- d) Limited Liability Company, manager only (no spouse) as listed on form 3c

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MAR 26 2014

NEBRASKA LIQUOR
CONTROL COMMISSION

NLCC certified training program completed:

Applicant Name	Date (mm/yyyy)	Name of program (attach copy of course completion certificate)
MARTY MANLEY	3-2014	RESPONSIBLE BEVERAGE SERVER TRAINING
BRENDA MANLEY	3-2014	" " " "

For list of NLCC certified training programs see: www.leg.ne.gov/traininginfo.html

Experience:

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

13. If the property for which this license is sought is owned, submit a copy of the deed, or proof of ownership. If leased, submit a copy of the lease covering the entire license year. Documents must show title or lease held in name of applicant as owner or lessee in the individual(s) or corporate name for which the application is being filed.

- ☒ Lease: expiration date _____
☐ Deed
☐ Purchase Agreement

14. When do you intend to open for business? BEEN IN BUSINESS FOR 38 YEARS

15. What will be the main nature of business? RESTAURANT (STEAK HOUSE)

16. What are the anticipated hours of operation? 11 AM - 9 P.M. 7 days a week

17. List the principal residence(s) for the past 10 years for all persons required to sign on page 8, including spouses.

RESIDENCES FOR THE PAST 10 YEARS, APPLICANT AND SPOUSE MUST COMPLETE					
APPLICANT: CITY & STATE	YEAR		SPOUSE: CITY & STATE	YEAR	
	FROM	TO		FROM	TO
MARTY MANLEY GERING, NE	2006	Present	BRENDA Manley GERING NE	2006	Present

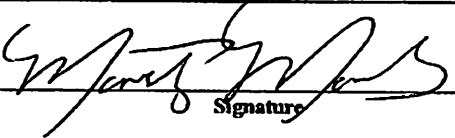
If necessary attach a separate sheet.


FORM 100
REV 12/2013
PAGE 7

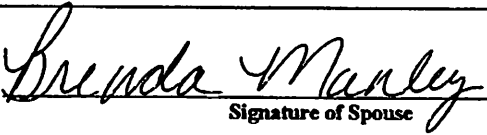
The undersigned applicant(s) hereby consent(s) to an investigation of his/her background and release present and future records of every kind and description including police records, tax records (State and Federal), and bank or lending institution records, and said applicant(s) and spouse(s) waive(s) any right or causes of action that said applicant(s) or spouse(s) may have against the Nebraska Liquor Control Commission, the Nebraska State Patrol, and any other individual disclosing or releasing said information. Any documents or records for the proposed business or for any partner or stockholder that are needed in furtherance of the application investigation of any other investigation shall be supplied immediately upon demand to the Nebraska Liquor Control Commission or the Nebraska State Patrol. 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.

Individual applicants agree to supervise in person the management and operation of the business and that they will operate the business authorized by the license for themselves and not as an agent for any other person or entity. Corporate applicants agree the approved manager will superintend in person the management and operation of the business. Partnership applicants agree one partner shall superintend the management and operation of the business. All applicants agree to operate the licensed business within all applicable laws, rules, regulations, and ordinances and to cooperate fully with any authorized agent of the Nebraska Liquor Control Commission.

Must be signed in the presence of a notary public by applicant(s) and spouse(s). See guideline for required signatures

 Signature
MARTY MANLEY Print Name

RECEIVED MAR 28 2014
 Signature
NEBRASKA LIQUOR CONTROL COMMISSION Print Name

 Signature of Spouse
BRENDA MANLEY Print Name

 Signature of Spouse
 Print Name

ACKNOWLEDGEMENT

State of Nebraska

County of Scotts Bluff


The foregoing instrument was acknowledged before me this

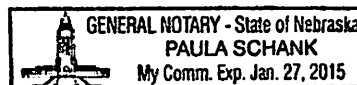
3-25-14

date

by

Marty Manley & Brenda Manley
name of person(s) acknowledged (individual(s) signing)


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.

FORM 100
REV 12/2013
PAGE 8

**APPLICATION FOR LIQUOR LICENSE
INDIVIDUAL
INSERT - FORM 1**

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

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MAY 28 2014

NEBRASKA LIQUOR
CONTROL COMMISSION

Individual applicants, including spouse, are required to adhere to the following requirements

- 1) Must be a citizen of the United States
- 2) Must be a Nebraska resident (Chapter 2 - 006)
- 3) Must provide a copy of their certified birth certificate or INS papers
- 4) Must submit their fingerprints (2 cards per person)
- 5) Must sign the signature page of the Application for License form
- 6) Applicant may be required to take a training course

Name of individual applicant who will hold license

Last Name: MANLEY
First Name: MARTY MI: P
Home Address: 2512 COUNTRY CLUB RD. City: GERING Zip Code: 68936
Social Security Number: _____ of Birth: 12-31-1959
Home Telephone Number: (308) 635-0710
Drivers License Number: 621020899 State: NE

Are you married? (Please note if the above listed individual is separated, etc. spouse's information is still required to be listed below)

☒ YES

☐ NO

If yes, provide your spouse's information below

Spouses Last Name: MANLEY
Spouses First Name: BRENDA MI: M
Social Security Number: _____ Date of Birth: 07-26-1963
Drivers License Number: 621017695 State: NE

In compliance with the ADA, this individual insert form 1 is available in other formats for person with disabilities.
A ten day advance period is required in writing to produce the alternate format.

FORM 35-4182
REVISED 05/2007

	PRIME CUT LLC (SUB S)		
	MARTY & BRENDA MANLEY (Scottsbluff)		
	ASSUMPTIONS		
	RECEIVED MAR 28 2014		
FOOD SALES	Open 7 days a week - 363 days each year		
	Per Tax returns:	2009	\$779,976
		2010	\$740,198
		2011	\$731,379
	(Jan-June)	2012	\$349,181 (Annual = \$698,362)
		Projected	\$700,000
	Price Increase effective 08/15/2012		
	Lunch specials: 100 meals x \$.50 increase x 363 days = \$ 18,150		
	Evening specials: 150 meals x \$.25 increase x 311 days = \$ 11,663		
	Senior Tuesdays: 200 meals x \$1 increase x 52 wks = \$ 10,400		
	Total Projected sales: \$740,213		
LIQUOR SALES	Will apply for liquor license to serve beer & wine		
FOOD COSTS	Per Tax returns:	2009	34.5 %
		2010	31.3%
		2011	43.8%
	(Jan-June)	2012	43.5%
	Projected at: 44% x \$700,000 = \$308,000		
	\$308,000 / \$740,213 (with price increase) = 41.6%		
LIQUOR COSTS	Projected at 75% of sales (Per Risk Management Assn - RMA)		
BUILDING RENT	Monthly rent of \$2892 = \$34,704 (fixed lease to building owner)		
RENT ROYALTY	Currently paid to seller @ 20% of gross sales (seller is NOT owner of bldg)		
	Per Tax Returns:	2009	\$140,270 - Bldg rent \$34,704 = \$105,566
		2010	\$166,413 - Bldg rent \$34,704 = \$131,709
		2011	\$90,207 - Bldg rent \$34,704 = \$55,503
	(Jan-June)	2012	\$92,714 - Bldg rent \$17,354 = \$75,360
	Projected at \$0 after buyout		
ACCOUNTING FEES	Currently paid to seller's CPA (in Kansas) at a flat rate of \$7800 per year for monthly financials, payroll, tax return		
	Per Tax Returns:	2009-2010-2011 @ \$7800/YR	2012 \$3900 (6-Mon)
	Projected at \$300 per month for local (Scottsbluff-Gering) CPA		
DEBT SERVICE	Per amortization schedule (see source & use)		
DIVIDENDS	Projected withdrawal for payment of Inc taxes @ 40% of net income		

09:24:00

Thu Jun 27 3

STATE OF NEBRASKA LETTER OF GOOD STANDING

JOHN A. GALE
Secretary of State

Corporate Division
Room 1301
State Capitol
Lincoln, NE 68509

June 27, 2013

Marty Manley
305 West 27th Street
Scottsbluff, NE 69361
United States of America

Dear Marty Manley

Our records indicate that as of June 27, 2013 at 9:24 AM the corporation known as:

PRIME CUT, LLC

has registered with the Nebraska Secretary of State's Office and is currently in existence and good standing to do business in the State of Nebraska as of the time and date noted above.

Sincerely,

John A. Gale
Secretary of State

Information on this document provided from the records of the Nebraska Secretary of State Office through Nebraska.gov, an instrumentality of the State of Nebraska

<https://www.nebraska.gov/sos/corp/corpsearch.cgi?orderid=5404388&pin=09282206&cor...> 6/27/2013

CHECK LIST**Neb. Rev. Stat. §53-132 Cum. Supp. 2002**

Council should determine the propensity of whether or not to grant the liquor license that has been requested. In that regard, suitability and fitness and the following four criteria are most important:

- (2)(a) Applicant is fit, willing and able to provide the service proposed.
- (2)(b) Applicant can conform to all laws.
- (2)(c) Applicant has demonstrated that the type of management and control exercised over the licensed premises will be sufficient to ensure conformance with law.
- (2)(d) Issuance of the license is or will be required by the present or future public convenience and necessity.

In making its determination Council may also consider as the Nebraska Liquor Control Commission will consider, the following. The Council should not base its recommendation on any of the following criteria, but may chose to comment to the Commission about one or more of the criteria:

- (3)(b) Citizen's protest.
- (3)(c) Existing population/growth.
- (3)(d) The nature of the neighborhood around the location.
- (3)(e) Existence of other licenses.
- (3)(f) Existing motor vehicle and pedestrian traffic in the vicinity.
- (3)(g) Adequacy of existing law enforcement.
- (3)(h) Zoning restrictions.
- (3)(i) Sanitary conditions.
- (3)(j) Whether the type of business or activity proposed will be consistent with the public interest.

*OTHER COUNCIL CONCERNS

Memorandum

To: THE HONORABLE MAYOR AND MEMBERS OF THE CITY COUNCIL
From: Kevin Spencer, Chief of Police
Date: 5/15/2014
Re: Application for a Class I retail liquor license for Marty P. Manley dba: Primecut Meat Market & Restaurant #I-107258

AUTHORITY: The Scottsbluff Police Department reports specific information to the City Council whenever a liquor license application is presented. The information furnished by the Police Department conforms to Chapter 53, Reissue Revised Statutes of Nebraska 1943, and Section 53-132, which outlines the factors which the Commission may consider in granting a liquor license.

COMMENTARY

53-132: Section 2

(A) The applicant is fit, willing and able to properly provide the service proposed within the city where the premises described in the application are located:

A background check was conducted on Marty and Brenda Manley as a means to determine their fitness to hold a liquor license. Marty Manley reported one speeding ticket in Wyoming June 2010, Brenda reported nothing. After conducting a thorough background investigation nothing was found other than the speeding ticket Marty Manley reported.

I met with Marty and Brenda during the morning hours of May 15, 2014 to discuss this license. I asked both Marty and Brenda about their experience in serving alcohol, both admitted that they did not have any. Marty told me that he has been in the restaurant business for 38 years. The Manley's told me that they have both attended the Nebraska State Patrol alcohol training. Marty told me that they are currently rewriting their employee handbook and job descriptions requiring all employees 19 years of age to complete the training.

Considering all the information gathered I find no reason to believe the applicant is not fit to hold a liquor license.

(B) The applicant can conform to all provisions, requirements, rules and regulations provided for in the Nebraska Liquor Control Act:

Any operator must adhere to the existing laws while doing business in the community and adhere to acceptable business practices. Marty told me that all of the employees that will serve alcohol will be required to attend training. Marty added that if there is a violation the offender will be terminated and everyone will have to be retrained. Marty told me that will be in the employee handbook and he will stress this to all employees.

The applicant appears to have the ability and willingness to conform to language within the Nebraska Liquor Control Act.

- (C) The applicant has demonstrated that the type of management and control exercised over the licensed premises will be sufficient to insure that the licensed business can conform to all provisions, requirements, rules and regulations provided for in the Nebraska Liquor Control Act:**

Marty told me that he will lock his inventory in the walk in cooler. Marty told me that he will require his closing managers to inventory the alcohol every night then he will check the inventory for accuracy every morning.

The business does have an alarm system and Marty told me that he will install a 12 camera video recorder to monitor the activities in the business.

The applicant appears committed to complying with all provisions, requirements, rules and regulations provided for in the Nebraska Liquor Control Act.

- (D) The issuance of the license is or will be required by the present or future public convenience and necessity:**

The hours of operation of the establishment will be from 11:00 am to 9:00 pm Sunday thru Thursday, 11:00 am to 10:00 pm Friday and Saturday.

Oversight and accountability will be a priority for the applicants as it relates to the sale of alcoholic beverages.

SPECIFIC ISSUES COMMISSION MAY CONSIDER

- (E) The existence of a citizen's protest made in accordance with Section 53-133:**

There have been no known citizen protests of this business.

- (F) The nature of the neighborhood or community of the location of the proposed licensed premises:**

The business is located at 305 West 27th Street Scottsbluff, NE. It is a business that will attract customers during the lunch and dinner hours seven days a week Sunday through Saturday. Its location is easily accessible and convenient for customers. I would not anticipate any issues with location.

- (G) The existence or absence of other retail licenses or bottle club licenses with similar privilege within the neighborhood or community of the location or the proposed licensed premises.**

There are no other businesses of this nature in the immediate area.

- (H) The existing motor vehicle and pedestrian traffic flow in the vicinity of the proposed licensed premises:**

Although no recent traffic studies have been completed regarding motor vehicle traffic of the general area, the traffic flow is not of a concern at this time nor is pedestrian traffic.

- (I) The adequacy of existing law enforcement:**

The Scottsbluff Police Department is allowed 32 full time officers in the department and handled approximately 15,000 incidents, not including traffic citations during 2013. The number of liquor

licenses within the jurisdictional boundaries of the Police Department, regardless of the class, continues to be a concern to the Police Department and even routine monitoring of their business practices is difficult. Compliance checks continue to remain a concern to those businesses that sell alcohol to minors. The Nebraska State Patrol has assumed liquor law enforcement duties and their wide jurisdiction generally precludes any particular focus in the city.

(J) Whether the type of business or activity proposed to be operated in conjunction with the proposed license is and will be consistent with the public interest:

The Police Department would reserve making any statement which would indicate that the sale of alcohol is consistent with the public interest.

Adequate staffing and training, as well as close supervision of patrons are important. Cooperation with the Police Department by management will help to eliminate or diminish potential problems with violations.

EXHIBIT IV

Memo

Date: May 19, 2014
To: Honorable Mayor Meininger and Members of the City Council
From: Cindy Dickinson, City Clerk
CC: Rick Kuckkahn, City Manager
Re: Application of Primecut Meat Market & Restaurant, 305 West 27th Street, Scottsbluff
Class I-107258

The city clerk is required by ordinance to report specific information to the city council whenever a liquor license application hearing is held.

Following are the existing licenses, their class, address and proximity to other licensed premises:

Class of License

Class A	Beer only, for consumption on premises
Class B	Beer only, for consumption off premises
Class C	Alcoholic liquors, for consumption on and off premises
Class D	Alcoholic liquors, including beer, for consumption off premises
Class I	Alcoholic liquors, for consumption on the premises
Class W	Wholesale beer
Catering	Alcohol permitted by licensee's retail license, sold or served at events covered by special designated licenses

Class A Licenses

Restaurants

Pizza Hut of Scottsbluff, Inc.
Mast Enterprises, Inc. dba Godfather Pizza

726 West 27th Street
2203-07 Broadway

Total Class A Licenses **2**

Class B Licenses

Convenience Stores

Total Class B Licenses **0**

Class C Licenses

Restaurants

El Charrito Restaurant & Lounge, Inc.
Woodshed, Inc.

802 21st Avenue
18 East 16th Street

Hotel/Motel

Holiday Inn Express
Candlelight Inn & Lounge

1821 Frontage Rd.
1822 East 20th Place

Taverns/Lounges

Hight's Tavern
Silver Saddle Lounge (submitted request for change of location)
18th Street Bar and Grille
Bob's Garage & Bar
Lucky Keno LLC dba FrontSide
El Tequila (license pending)

20 West 18th Street
610 W. 27th St. Unit A
1722 Broadway
1907 Broadway
1001 Avenue I
1619 East Overland

Retail

Racks (Catering)
Panhandle Cooperative Assn. (Catering)

1402 East 20th St.
401 S. Beltline Hwy West

Clubs

Elks BPO Lodge 1367
The Sugar Club

1614 1st Avenue
705 East Overland

Bowling Alleys

Valley Bowl Fun Center

1702 17th Ave.

TOTAL CLASS C LICENSES 15

Class D Licenses

Grocery Stores

Safeway of Western Nebraska

601 Broadway

Convenience Stores

5th & O Eastco
Family Thrift #459
Sinclair Super Shop
Panhandle Coop Assn.
Git N Split
Cheema's Gas & Liquor
Route 26 Mart
Maverik Stores Inc.,
La Bamba
Walgreens

503 East Overland
121 W 27th Street
902 West Overland
3302 Ave. B
506 West 27th Street
2002 Avenue I
1722 E 20th Street
920 West 36th St.,
721 East Overland
205 West 27th Street

Liquor Stores

Dermer's
Liquor Cabinet (Catering)
Cigarette Chain

1311 E Overland Dr.
817 West 27th Street
323 East Overland

Discount/Grocery Stores

Big Kmart #7024
Wal-Mart Supercenter #867

802 East 27th Street
3322 Avenue I

TOTAL CLASS D LICENSES 16

CLASS I LICENSES

Restaurants

Rosita's	1205 East Overland
Chili's Grill & Bar	826 West 36 th St.
Applebee's Neighborhood Grill & Bar	2621 5 th Avenue
Wonderful House Restaurant	829 Ferdinand Plaza
Taco de Oro	2601 Avenue I
Whiskey Creek Steakhouse	1802 E 20 th Place
Ole, LLC	1901 East 20 th Street
Oriental House	1502 E. 20 th St.
Emporium Coffeehouse & Cafe	1818 1 st Avenue
San Pedro Mexican Restaurant	23 West 27 th St.
Sam & Louie's Pizzeria	1522 Broadway
Taco Town	1007 West 27 th St.

Theater

Hotel/Motel

Hampton Inn & Suites	301 W Hwy 26
----------------------	--------------

TOTAL CLASS I LICENSES 13

Class W Licenses

Wholesale

High Plains Budweiser	2810 Ave M
-----------------------	------------

TOTAL CLASS W LICENSES 1

TOTAL LICENSES

Class A	2
Class B	0
Class C	15
Class D	16
Class I	13
Class W	1
TOTAL LICENSES	47

Memo

Date: April 21, 2014
To: Honorable Mayor and City Council
From: Staff, Development Services
CC: Rick Kuckkahn
Re: Class "I" Liquor License Application
Prime Cut Restaurant
305 West 27th Street
Scottsbluff, NE 69361

Action:

The Development Services Department is required by Article 1, Chapter 11 of the Scottsbluff Municipal Code to report specific information to the Mayor and City Council whenever a liquor license application hearing is held. In accordance with that directive, the following information is offered:

- (1) The property is situated in a C-2 (Neighborhood and Retail Commercial) zoning district where the use is allowed by right pursuant to the City's Zoning Ordinance, Chapter 25, of the City's Municipal Code of Ordinances.
- (2) Prime Cut Meat Market & Restaurant is located at 305 West 27th Street and situated north of 27th Street, and west of Walgreens.
- (3) Sufficient off-street parking is provided on the site and is consistent with the number that is required by the City's zoning ordinance. (Restaurants/bars require at least one parking space for every three seats).
- (4) The use of this property is consistent with the surrounding neighborhood as it relates to commercial activities, retail sales, and services.
- (5) There are no other public buildings or institutions in close proximity to the subject property.
- (6) The existing population of Scottsbluff is approximately 15,039.

City of Scottsbluff, Nebraska

Monday, May 19, 2014

Regular Meeting

Item Pub. Hear.2

Council to conduct a public hearing as advertised for this date at 6:05 p.m. for Zone change requests for Lots 2- 3 and Lots 8 -9, Subd. of Enterprise Tracts, from R-1A Single Family Residential to C-2 Neighborhood and Retail Commercial and approve the Ordinance.

Minutes: These parcels are south of 27th St. between Ave. F and Ave. G

Staff Contact: Annie Folck, City Planner

Agenda Statement

Item No.

For meeting of: May 19, 2014

AGENDA TITLE: Public Hearing for zone change request for Lots 2, 3, 8, and 9, Subdivision of Enterprise Tracts 12 through 15, (31,191 sq. ft.) will be rezoned from R-1A Single Family Residential to C-2 (Neighborhood & Retail Commercial).

SUBMITTED BY DEPARTMENT/ORGANIZATION: Development Services

PRESENTATION BY: Rick Kuckkahn

SUMMARY EXPLANATION: Zone change request from property owners, Frank Enterprises (lots 8&9) and Hiner Lease Company (lots 2&3) to rezone lots in Enterprise Tracts from R-1A Single Family Residential to C-2 Neighborhood & Retail Commercial. To the north, east and west property is zoned C-2, to the south property is zoned R1A single family residential. These parcels are situated south of 27th Street between Avenue F and Avenue G. The lots have been used as commercial lots and are pre-existing non-conforming. Lots 2&3 abut existing commercial buildings facing 27th and are used as storage for vehicles for the business All About Autos. Lots 8&9 abut property previously used by Shell Station and Car Wash which have since been demolished. The property owner, Connie Frank, is requesting the change to make the sale of the lots consistent with the previous commercial use. The change in zoning will bring the lots into compliance with current code.

BOARD/COMMISSION RECOMMENDATION: At their regular meeting of May 12, 2014 the Planning Commission made positive recommendation of the zone change for Lots 2, 3, 8, and 9, Subdivision of Enterprise Tracts 13-15 Addition from R-1A Single Family to C-2 Neighborhood Commercial and Retail.

STAFF RECOMMENDATION: City Council approve ordinance to rezone Lots 2, 3, 8, and 9, Subdivision of Enterprise Tracts 13-15 Addition from R-1A to C-2.

EXHIBITS

Resolution Ordinance x Contract Minutes Plan/Map x

Other (specify) ☐ _____

NOTIFICATION LIST: x Yes No ☐ Further Instructions ☐

Connie Frank
Travis Hiner

APPROVAL FOR SUBMITTAL: _____
City Manager

Rev 3/1/99CClerk

ORDINANCE NO. _____

AN ORDINANCE DEALING WITH ZONING, AMENDING SECTION 25-1-4 BY UPDATING THE OFFICIAL ZONING DISTRICT MAP TO SHOW THAT REAL ESTATE DESCRIBED AS LOTS 2, 3, 8, AND 9, SUBDIVISION OF ENTERPRISE TRACTS 12 THROUGH 15, (31,191 SQ. FT.) CITY OF SCOTTSBLUFF, SCOTTS BLUFF COUNTY, NEBRASKA, WHICH IS CURRENTLY ZONED AS R-1A SINGLE FAMILY RESIDENTIAL, WILL NOW BE INCLUDED IN THE C-2 NEIGHBORHOOD & RETAIL COMMERCIAL, 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 _____ day of _____, 2014.

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 as provided by law.

PASSED AND APPROVED on _____, 2014.

Mayor

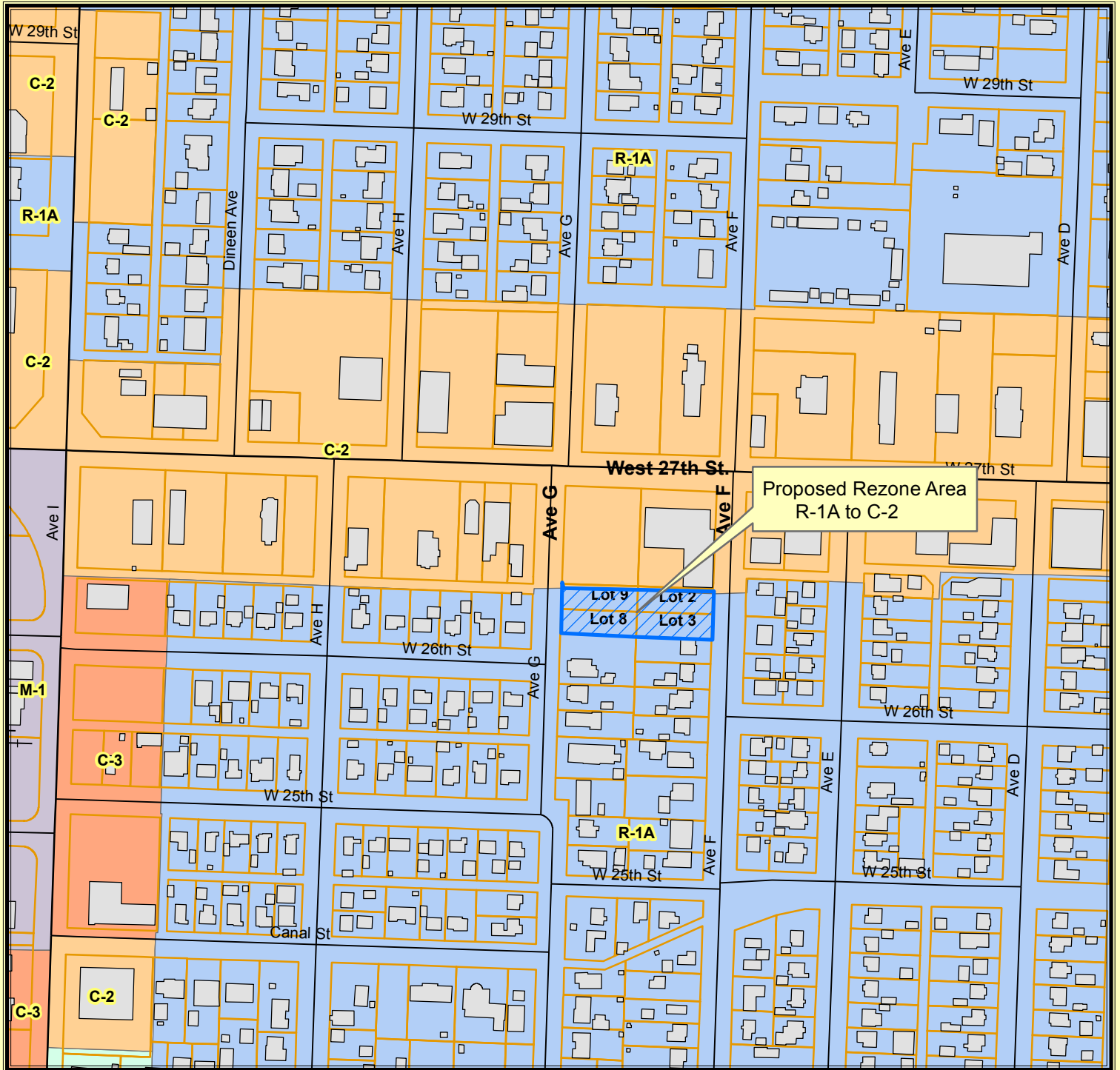
ATTEST:

City Clerk

(Seal)

Enterprise Tracts Subdivision Tr 13-15 Rezone

Single Family Residential to Commercial



5/12/14



Map by A. Urdiales: City of Scottsbluff
Coordinate System:
NAD 1983 StatePlane Nebraska FIPS 2600 Feet
Lambert Conformal Conic

The City makes no representation or warranty as to the accuracy, timeliness, or completeness, and in particular, its accuracy in labeling or displaying dimensions, contours, property boundaries, or placement or location of any map features thereon.

City of Scottsbluff, Nebraska

Monday, May 19, 2014

Regular Meeting

Item Pub. Hear.3

Council to consider the revised Preliminary Plat for the Five Oaks Subdivision.

Staff Contact: Annie Folck, City Planner

Agenda Statement

Item No.

For meeting of: May 19, 2014

AGENDA TITLE: Revised Preliminary Plat for Five Oaks Subdivision 2014

SUBMITTED BY DEPARTMENT/ORGANIZATION: Development Services Department

PRESENTATION BY: Rick Kuckkahn

SUMMARY EXPLANATION: Baker & Associates submitted a Revised Preliminary Plat of Five Oaks Subdivision for review and approval by the Planning Commission & City Council. The initial preliminary plat was approved by City Council in December of 2004 and a revised preliminary was approved in 2008.

City staff and Consultants have reviewed the preliminary plat and proposed infrastructure to the property. The revised preliminary plat has been scaled back eliminating one of two streets on the west side of Five Oaks Drive. Water and sewer is in place, the stubs to the west going to the previous proposed streets will be abandoned, we have checked with Public works to make sure this is okay. Also the new line to extend infrastructure into the new proposed streets, Five Oaks Drive, will be done at the time the paving is done with a paving district, all these improvements will be covered under the Developer's Agreement which will be submitted to City Council for approval. The Developer has also submitted three final plats within the revised preliminary plat along with annexation of the seven lots into the corporate boundary of the City. The preliminary plat meets the subdivision codes and city standards. Staff has met with the Engineer and discussed a few corrections and concerns of the preliminary plat and those changes have been addressed.

BOARD/COMMISSION RECOMMENDATION: At a regular meeting held on May 12, 2014 the Planning Commission approved the revised preliminary plat.

STAFF RECOMMENDATION: Approval of the Preliminary Plat, to allow Developer to go forward with Paving District and Final Platting of lots.

EXHIBITS

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

Other (specify) ☐ _____

NOTIFICATION LIST: Yes ☐ No ☐ Further Instructions ☐

APPROVAL FOR SUBMITTAL: _____
City Manager

Rev 3/1/99CClerk

FIVE OAKS SUBDIVISION - 2014 PRELIMINARY PLAT

SCOTTSBLUFF, NEBRASKA

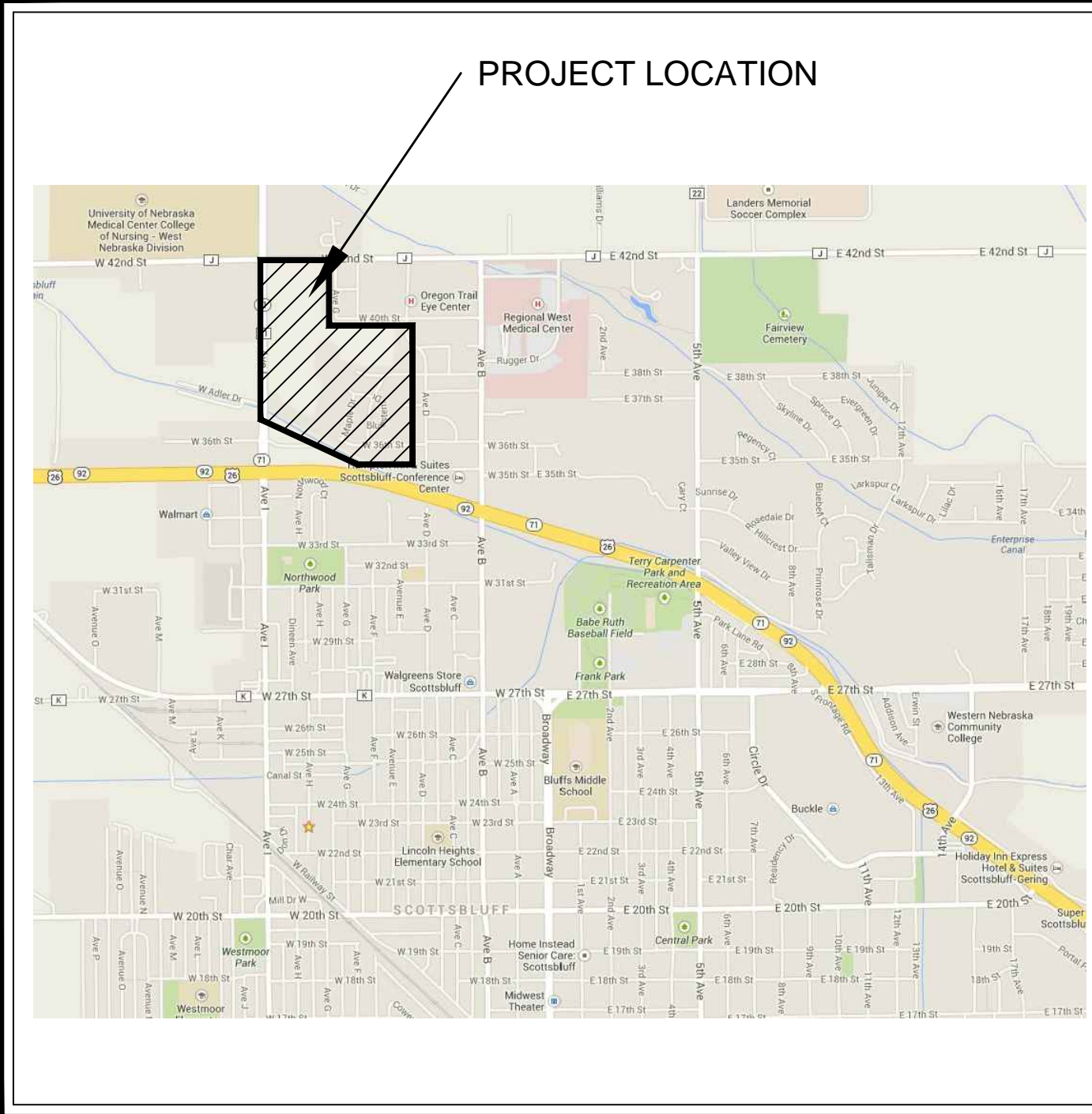
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PRELIMINARY PLAT
NOT TO BE USED FOR
CONSTRUCTION

Project Title:
**FIVE OAKS SUBDIVISION
2014 PRELIMINARY PLAT**
C&T Holdings, LLC
Scottsbluff, Nebraska

Sheet Title:
COVER SHEET
Date Issued:
Project: 023-018-14
CAD File:
023-018 Preliminary Plat 2014.dwg
Design Drawing Check
JWB JDS
Sheet No.
0

Vicinity Map:



Development Statistics:

OPEN SPACE	1.18 ACRES
SINGLE FAMILY	37 UNITS
TOTAL DWELLING UNITS	37 UNITS
TOTAL ACREAGE	35.9 ACRES
GROSS DENSITY	1.03 D.U./Acre

Drawing Index:

SHEET #	DRAWING TITLE
0	COVER SHEET
C-1.00	EXISTING SITE PLAN
C-1.01	LOT PLAN
C-1.02	STREET PLAN
C-1.03	GRADING AND DRAINAGE PLAN
C-1.04	UTILITY PLAN

Property Description:

A parcel of land known as Five Oaks Preliminary Plat, containing 1,564,237 sq. ft. (35.91 acres), more or less, in the Northwest Quarter of Section 14, Township 22 North, Range 55 West, of the 6th Principal Meridian, in Scotts Bluff County, Nebraska, said parcel being more particularly described as follows:

COMMENCING at the Northwest corner of Section 14, Township 22 North, Range 55 West, of the 6th Principal Meridian, being a found 1" diameter steel bolt, flush in the surface of Highway 71, stamped in part "SURVEY MARK", whence the West quarter of said Section 14, being a found 2" diameter aluminum cap, flush in the surface of Highway 71, no stamping found, Bears South 02°03'39" West, a distance of 2,675.32 feet; Thence, along said west line of Section 14, South 02°03'39" West, a distance of 770.84 feet; Thence, South 87°56'21" East, a distance of 65.00 feet to a point on the existing east right of way line of State Highway 71 and to the POINT OF BEGINNING;

Thence, South 87°56'20" East for a distance of 87.57 feet;

Thence on the arc of a curve to the right, a radius of 226.00 feet, a central angle of 19°49'11", a distance of 78.18 feet, (a chord bearing South 78°01'45" East, a distance of 77.79 feet);

Thence, South 68°07'09" East for a distance of 204.03 feet;

Thence on the arc of a curve to the left, a radius of 174.00 feet, a central angle of 20°00'00", a distance of 60.74 feet, (a chord bearing South 78°07'09" East, a distance of 60.43 feet);

Thence, South 88°07'09" East for a distance of 5.04 feet;

Thence on the arc of a curve to the left, a radius of 20.00 feet, a central angle of 90°00'00", a distance of 31.42 feet, (a chord bearing North 46°52'51" East, a distance of 28.28 feet);

Thence, North 01°52'51" East for a distance of 813.15 feet to a point on the south right of way line of 42nd Street;

Thence, along said south right of way line, South 88°13'30" East for a distance of 381.22 feet to a point on the centerline of Avenue G;

Thence, along said centerline South 02°09'33" West for a distance of 743.92 feet to a point on the south right of way line of 40th street;

Thence, along said south right of way line South 88°19'45" East for a distance of 598.64 feet;

Thence, departing said south right of way line South 01°40'30" West for a distance of 107.50 feet;

Thence, South 88°19'45" East for a distance of 110.02 feet;

Thence, South 02°05'08" West for a distance of 389.08 feet;

Thence, North 87°55'06" West for a distance of 290.53 feet;

Thence, North 88°46'34" West for a distance of 52.16 feet;

Thence, North 84°00'06" West for a distance of 117.00 feet;

Thence on the arc of a curve to the right, a radius of 318.00 feet, a central angle of 16°14'14", a distance of 90.12 feet, (a chord bearing South 14°09'55" West, a distance of 89.82 feet);

Thence, North 69°38'46" West for a distance of 181.46 feet to a point on the west right of way line of Five Oaks Drive;

Thence, along said west right of way line, South 23°07'03" West for a distance of 301.90 feet;

Thence, continuing along said west right of way line, South 23°07'04" West for a distance of 48.08 feet;

Thence on the arc of a curve to the left, a radius of 520.00 feet, a central angle of 12°20'53", a distance of 112.07 feet, (a chord bearing South 16°56'37" West, a distance of 111.85 feet);

Thence, South 10°46'11" West for a distance of 288.40 feet;

Thence on the arc of a curve to the left, a radius of 152.00 feet, a central angle of 35°14'51", a distance of 93.51 feet, (a chord bearing South 06°51'15" East, a distance of 92.04 feet);

Thence, departing the west right of way line of Five Oaks Drive, South 10°39'24" West for a distance of 67.65 feet to a point on the north right of way line of the Scottsbluff Drain;

Thence, along said north right of way line, North 59°43'24" West for a distance of 774.80 feet to a point on the east right of way line of Highway 71;

Thence, along said east right of way line, North 02°03'39" East a distance of 1,028.19 feet to the POINT OF BEGINNING.

The above described parcel contains 1,564,237 sq. ft. (35.91 acres), more or less.

BASIS OF BEARINGS: All bearings are based on the line connecting the Northwest corner of Section 14, Township 22 North, Range 57 West, of the 6th Principal Meridian and the West Sixteenth Corner of said Section 14, being a GRID bearing of South 88°13'30" East a distance of 1326.35 feet as obtained from a global positioning system (GPS) survey based on the Nebraska High Accuracy Reference Network (N-HARN). Said grid bearing is NAD 83 (2011) Nebraska State Plane Zone 2600.

OWNER INFORMATION:

C&T Holdings, LLC

1320 Circle Drive

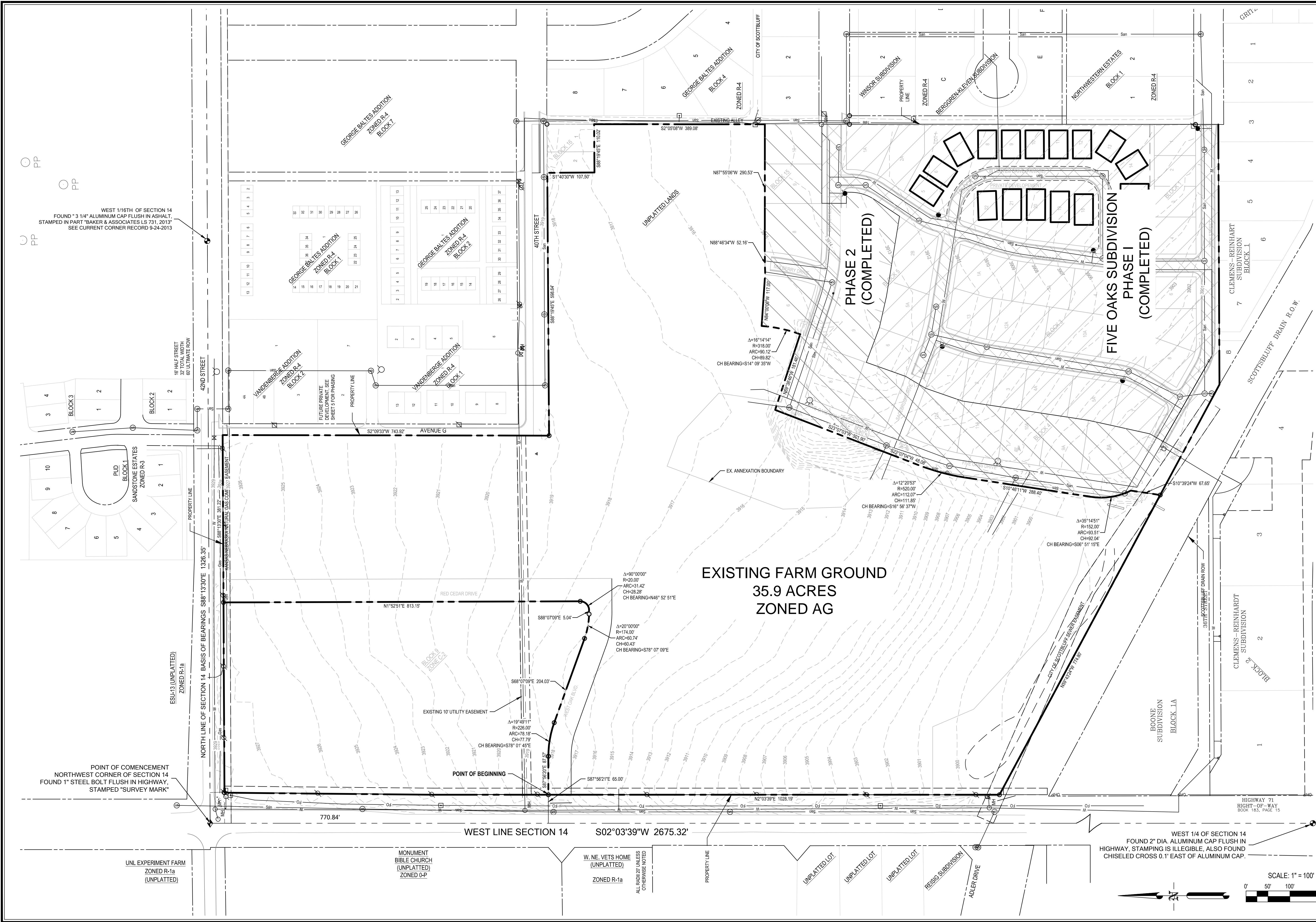
Scottsbluff, NE 69361

Abbreviations:

FH	FIRE HYDRANT
RSWV	RESILIENT SEAT WEDGE VALVE
MH	MANHOLE
STA	STATION
ELEV	ELEVATION ABOVE SEA LEVEL
INV	INVERT
BOC	BACK OF CURB
TOC	TOP OF CURB
EOR	EDGE OF ROAD
FL	FLOW LINE
CL	CUTTER LINE
L.F.	LINEAL FEET
PVC	POLYVINYL CHLORIDE MATERIAL
VCP	VITRIFIED CLAY PIPE
RCP	REINFORCED CONCRETE PIPE
CMP	CORRUGATED METAL PIPE
HDPE	HIGH DENSITY POLYETHYLENE
DIP	DUCTILE IRON PIPE
T-BLK	CONCRETE THRUST BLOCK
PCC	PORTLAND CEMENT CONCRETE
CL	CENTERLINE
EL	ELEVATION
PROP.A.	PROPOSED
EX	EXISTING
BCR	BEGIN CURB RETURN
ECR	END CURB RETURN
PC	POINT OF CURVATURE
PT	POINT OF TANGENT
PRC	POINT OF REVERSE CURVE
POB	POINT OF BEGINNING
POE	POINT OF END
BVC	BEGIN VERTICAL CURVE
EVC	END VERTICAL CURVE
PI	POINT OF INTERSECTION
PVI	POINT OF VERTICAL INTERSECTION
GB	GRADE BREAK
HP	HIGH POINT
LP	LOW POINT
(R)	RECORDED DISTANCE
(M)	MEASURED DISTANCE

Linetype/Symbol Legend

SYMBOL LEGEND		LINETYPE DESIGNATION	
	EXISTING LIGHT POLE		EXISTING OVERHEAD POWER LINE
	EXISTING LIGHT POLE WITH POWER		EXISTING UNDERGROUND POWER LINE
	EXISTING POWER POLE		EXISTING OVERHEAD TELEPHONE LINE
	EXISTING ELECTRICAL METER BOX		EXISTING UNDERGROUND TELEPHONE LINE
	EXISTING ELECTRICAL TRANSFORMER		EXISTING OVERHEAD TELEVISION CABLE LINE
	EXISTING ELECTRICAL HANDHOLE		EXISTING UNDERGROUND TELEVISION CABLE LINE
	EXISTING TELEPHONE PEDESTAL		EXISTING FIBER OPTIC CABLE
	EXISTING CABLE BOX		EXISTING SANITARY SEWER LINE
	EXISTING FIBER OPTIC BOX		EXISTING STORM SEWER LINE
	EXISTING SATELLITE DISH		EXISTING WATER LINE
	EXISTING MANHOLE		EXISTING IRRIGATION SYSTEM LINE
	EXISTING CLEAN-OUT		EXISTING GAS LINE
	EXISTING CURB INLET		EXISTING CHAIN-LINK FENCE
	EXISTING AREA INLET		EXISTING WOOD FENCE
	EXISTING WATER VALVE		EXISTING BARBED-WIRE FENCE
	EXISTING FIRE HYDRANT		SILT FENCE
	EXISTING WATER VALVE IN MANHOLE		LIMITS OF CONSTRUCTION
	EXISTING CURB STOP		EXISTING CONTOUR LINE
	EXISTING WATER METER PIT		PROPOSED CONTOUR LINE
	EXISTING WELL		EASEMENT LINE
	EXISTING YARD HYDRANT		PROPERTY LINE
			SECTION LINE



Project Title:

FIVE OAKS SUBDIVISION
2014 PRELIMINARY PLAT

Sheet Title:

EXISTING SITE PLAN

Project:

023-018-14

CAD File:

023-018 Preliminary Plat 2014.dwg

Design

JWB

Drawing

JDS

Check

Sheet No.

C-1.00

Scale:

1" = 100'

Baker & Associates Inc.

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Scottsbluff, NE 68961
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PRELIMINARY PLAN

NOT TO BE USED FOR CONSTRUCTION

Project Title:

FIVE OAKS SUBDIVISION
2014 PRELIMINARY PLAT

Sheet Title:

EXISTING SITE PLAN

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C-1.00

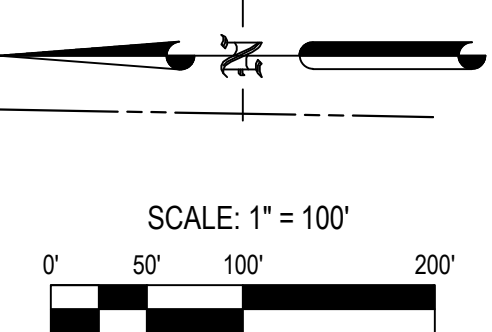
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1" = 100'

Scottsbluff

Regular Meeting - 5/19/2014

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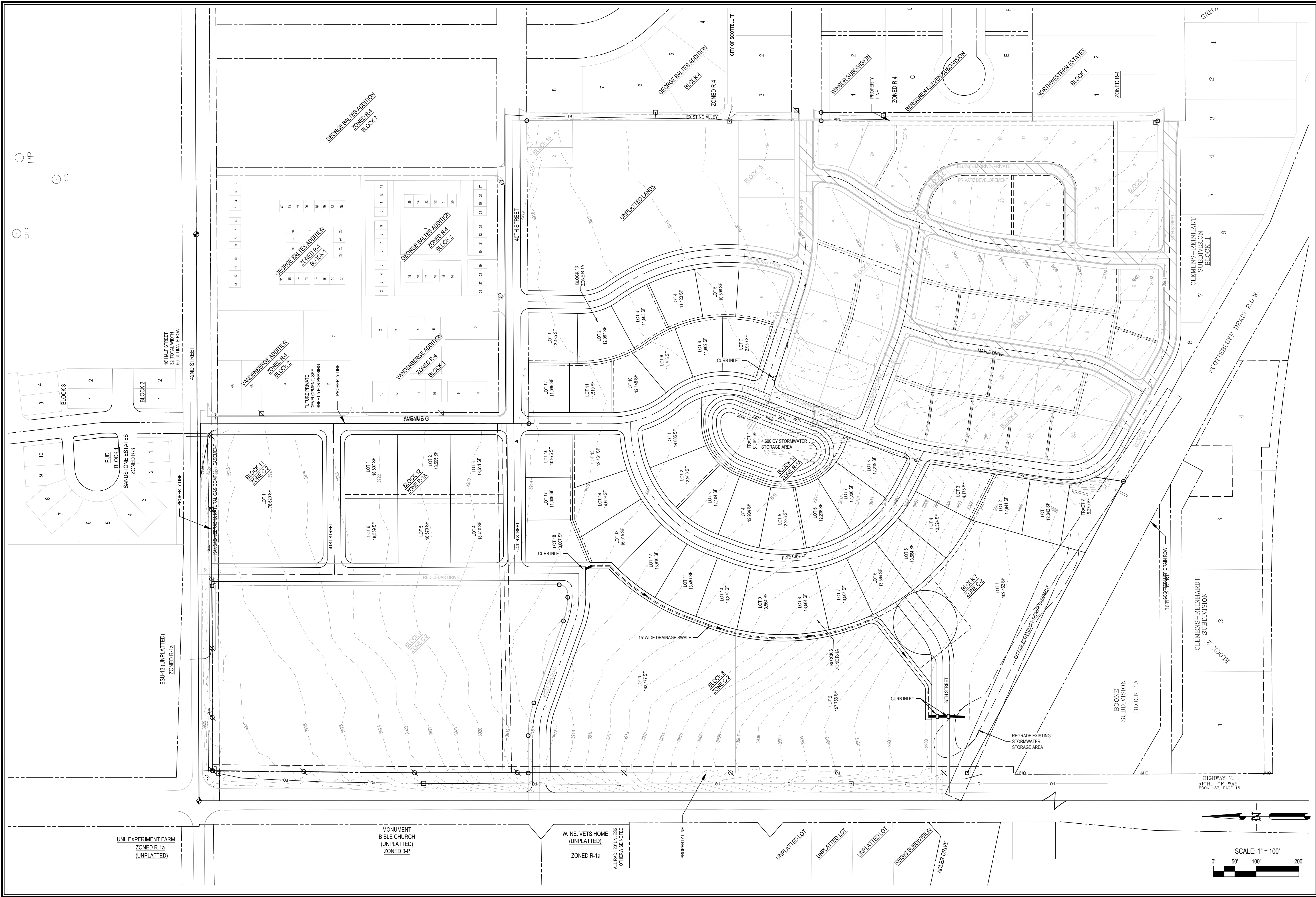


Sheet title:
STREETS PLAN

Sheet No.
C-1.02

PRELIMINARY PLAN
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CONSTRUCTION

Date Issued:



Project Title:
**FIVE OAKS SUBDIVISION
2014 PRELIMINARY PLAT**

Sheet Title:
**GRADING AND
DRAINAGE PLAN**

Project: 023-018-14
CAD File: 023-018 Preliminary Plat 2014.dwg
Design: JWB
Drawing: JDS
Check: JWB

Sheet No.
C-1.03

Project Title:
**FIVE OAKS SUBDIVISION
2014 PRELIMINARY PLAT**

Sheet Title:
**GRADING AND
DRAINAGE PLAN**

Project: 023-018-14
CAD File: 023-018 Preliminary Plat 2014.dwg
Design: JWB
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Check: JWB

Sheet No.
C-1.03

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**FIVE OAKS SUBDIVISION
2014 PRELIMINARY PLAT**

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Sheet No.
C-1.03

Project Title:
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2014 PRELIMINARY PLAT**

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Project: 023-018-14
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Check: JWB

Sheet No.
C-1.03

PRELIMINARY PLAN
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C&T Holdings, LLC
Scottsbluff, Nebraska

Date Issued:

Scale: 1" = 100'

Page 81 / 239

City of Scottsbluff, Nebraska

Monday, May 19, 2014

Regular Meeting

Item Pub. Hear.4

Council to conduct a public hearing as advertised for this date at 6:05 p.m. for Annexation of Block 9, Five Oaks Subdivision, situated on the SE corner of Avenue I and 42nd Street and approve the Ordinance.

Staff Contact: Annie Folck, City Planner

Agenda Statement

Item No.

For meeting of: May 19, 2014

AGENDA TITLE: Annexation Request for Block 9, Five Oaks Subdivision situated in the NW ¼ Section 14, T22N, R55W of the 6th P.M., Scotts Bluff County.

SUBMITTED BY DEPARTMENT/ORGANIZATION: Development Services

PRESENTATION BY: Rick Kuckkahn

SUMMARY EXPLANATION: Public hearing for an annexation request from property owners, Jason & Sami Webb, for property described as Block 9, Five Oaks Subdivision. The Webb's have submitted a request to annex approximately 7.9 ± acres into the City's corporate limits. This parcel is located on the SE corner of Avenue I and 42nd Street and was recently final platted and rezoned to allow for commercial development of the property. The Webb's would like to have this completed before beginning development of the property.

BOARD/COMMISSION RECOMMENDATION: At a regular meeting held on May 12, 2014 the Planning Commission gave positive recommendation for annexation of Block 9, Five Oaks Subdivision into the City's corporate limits.

STAFF RECOMMENDATION: Approval of annexation request to approve the ordinance for annexation of Block 9, Five Oaks Subdivision into the City's Corporate Limits for filing with the Register of Deeds.

EXHIBITS

Resolution Ordinance x Contract Minutes x Plan/Map x

Other (specify) ☐ _____

NOTIFICATION LIST: Yes No ☐ Further Instructions ☐
Jason & Sami Webb

APPROVAL FOR SUBMITTAL: _____
City Manager

ORDINANCE NO. _____

AN ORDINANCE ANNEXING A PARCEL OF LAND KNOWN AS BLOCK 9, FIVE OAKS SUBDIVISION LOCATED IN THE NORTHWEST QUARTER OF SECTION 14, TOWNSHIP 22 NORTH, RANGE 55 WEST OF THE SIXTH PRINCIPAL MERIDIAN, SCOTTS BLUFF COUNTY, NEBRASKA.

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

Section 1. The owners of the following described real estate (the real estate) have filed a written request that the real estate be annexed into the City of Scottsbluff, Nebraska (the City). The real estate described below is hereby found and declared to be contiguous and adjacent to the corporate limits of the City, to be urban or suburban in character, and not to be agricultural land which is rural in character:

A PARCEL OF LAND KNOWN AS BLOCK 9 OF THE FIVE OAKS FINAL PLAT, CONTAINING 340,728 SQ. FT. (7.82 ACRES), MORE OR LESS, IN THE NORTHWEST QUARTER OF SECTION 14, TOWNSHIP 22 NORTH, RANGE 55 WEST, OF THE 6TH PRINCIPAL MERIDIAN, IN SCOTTS BLUFF COUNTY, NEBRASKA, SAID TRACT OR PARCEL BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE NORTHWEST CORNER OF SECTION 14, TOWNSHIP 22 NORTH, RANGE 55 WEST, OF THE 6TH PRINCIPAL MERIDIAN, BEING A FOUND 1" DIAMETER STEEL BOLT, FLUSH IN THE SURFACE OF HIGHWAY 71, STAMPED IN PART "SURVEY MARK", WHENCE THE WEST QUARTER CORNER OF SAID SECTION 14, BEING A FOUND 2" DIAMETER ALUMINUM CAP, FLUSH IN THE SURFACE OF HIGHWAY 71, NO STAMPING FOUND, BEARS SOUTH 02°03'39" WEST, A DISTANCE OF 2675.32 FEET; THENCE ALONG SAID WEST LINE OF SECTION 14, SOUTH 02°03'39" WEST, A DISTANCE OF 770.84 FEET; THENCE SOUTH 87°56'21" EAST, A DISTANCE OF 65.00 FEET TO A POINT ON THE EXISTING WESTERLY RIGHT OF WAY OF STATE HIGHWAY 71 AND TO THE POINT OF BEGINNING;

THENCE ALONG THE SAID EXISTING EAST RIGHT OF WAY LINE, NORTH 02°03'39" EAST, A DISTANCE OF 262.75 FEET; THENCE CONTINUING ALONG SAID EXISTING EAST RIGHT OF WAY LINE NORTH 02°37'26" EAST, A DISTANCE OF 475.46 FEET, THENCE ALONG THE EXISTING SOUTH RIGHT OF WAY LINE OF 42ND STREET, SOUTH 88°13'30" EAST, A DISTANCE OF 433.44 FEET TO A POINT ON THE WEST RIGHT OF WAY LINE OF RED CEDAR DRIVE; THENCE ALONG SAID WEST RIGHT OF WAY LINE, SOUTH 01°52'51" WEST, A DISTANCE OF 813.15 FEET; THENCE ON THE ARC OF A CURVE TO THE RIGHT, A RADIUS OF 20.00 FEET, A CENTRAL ANGLE OF 90°00'00", A DISTANCE OF 31.42 FEET, (A CHORD BEARING SOUTH 46°52'51" WEST, A DISTANCE OF 28.28 FEET) TO A POINT ON NORTH RIGHT OF WAY LINE OF WEST OAK BLVD.; THENCE CONTINUING THE FOLLOWING (5) FIVE COURSES ALONG THE SAID NORTH RIGHT OF WAY LINE:

1. NORTH 88°07'09" WEST, A DISTANCE OF 5.05 FEET;
2. THENCE ON THE ARC OF A CURVE TO THE RIGHT, A RADIUS OF 174.00 FEET, A CENTRAL ANGLE OF 20°00'00", A DISTANCE OF 60.74 FEET, (A CHORD BEARING NORTH 78°07'09" WEST, A DISTANCE OF 60.43 FEET);
3. THENCE NORTH 68°07'09" WEST, A DISTANCE OF 204.03 FEET;
4. THENCE ON THE ARC OF A CURVE TO THE LEFT, A RADIUS OF 226.00 FEET, A CENTRAL ANGLE OF 19°49'11", A DISTANCE OF 78.18 FEET, (A CHORD BEARING NORTH 78°01'45" WEST, A DISTANCE OF 77.79 FEET);
5. THENCE NORTH 87°56'20" WEST, A DISTANCE OF 87.56 FEET TO A POINT ON THE EXISTING EAST RIGHT OF WAY LINE OF STATE HIGHWAY 71 AND TO THE POINT OF BEGINNING.

Section 2. The real estate described in paragraph 1 is hereby annexed to and included within the corporate limits of the City, and hereafter shall be and remain a part of the City for all purposes whatsoever.

Section 3. The owners, occupants and users of the real estate described in paragraph 1 shall be entitled to all the rights and privileges, and subject to all the laws, ordinances, rules and regulations of the City. Such owners, occupants and users shall receive substantially the benefits of other owners, occupants and users of lands within the City as soon as practical and adequate plans and necessary City Council action, if any, to furnish such benefits as police, fire, snow removal and water service shall be adopted as provided in Neb. Rev. Stat. §16-120 (Reissue 2012).

Section 4. This Ordinance shall become effective upon its passage, approval and publication as provided by law.

PASSED AND APPROVED on _____, 2014.

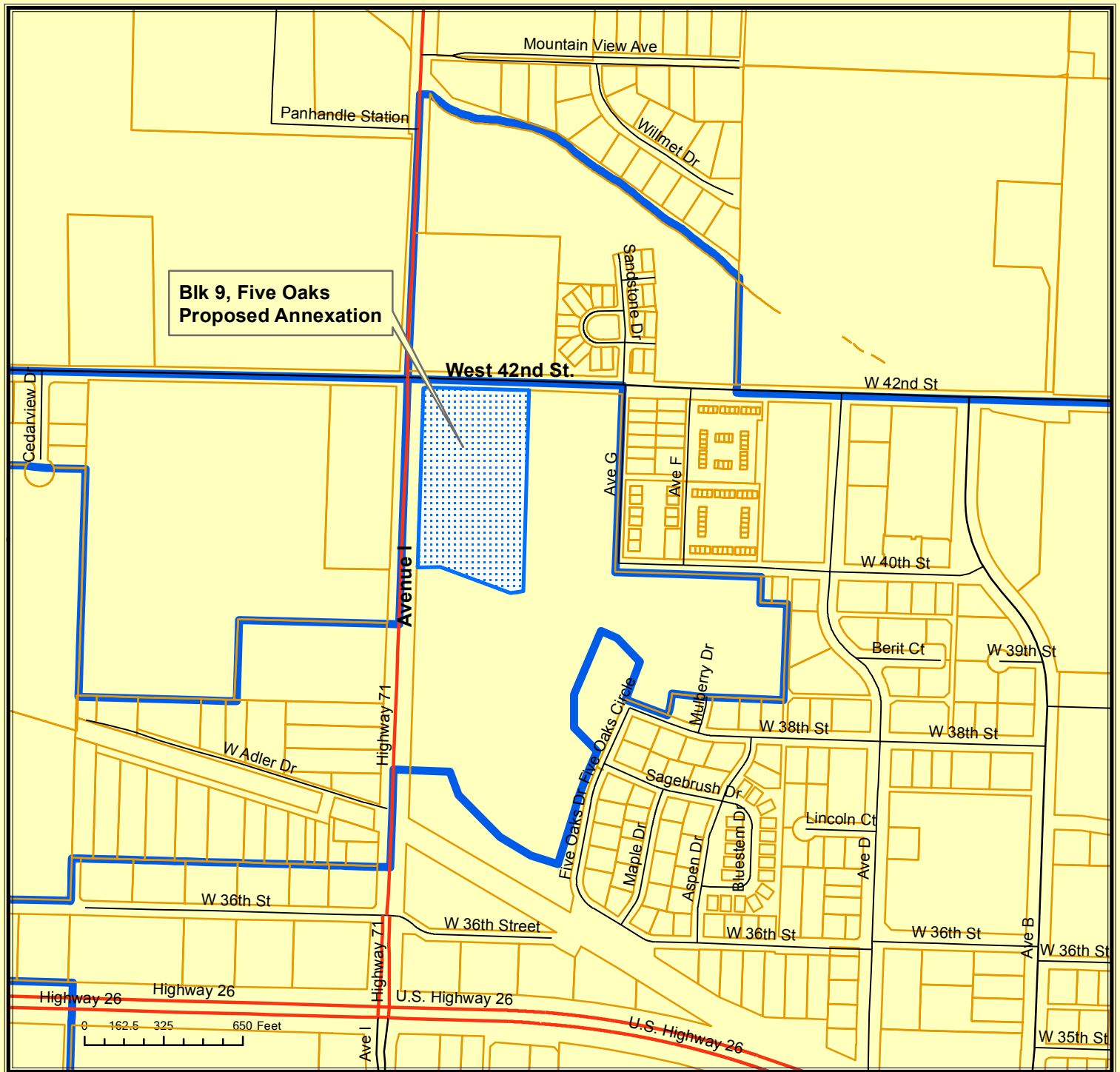
Mayor

ATTEST:

City Clerk (Seal)

Block 9, Five Oaks Subdivision

Proposed Annexation



4/14/14

Map by A. Urdiales: City of Scottsbluff
 Coordinate System:
 NAD 1983 StatePlane Nebraska FIPS 2600 Feet
 Lambert Conformal Conic

The City makes no representation or warranty as to the accuracy, timeliness, or completeness, and in particular, its accuracy in labeling or displaying dimensions, contours, property boundaries, or placement or location of any map features thereon.

Planning Commission Minutes
Regular Scheduled Meeting
May 12, 2014
Scottsbluff, Nebraska

The Planning Commission of the City of Scottsbluff, Nebraska met in a regular scheduled meeting on Monday, May 12, 2014, 6:00 p.m. in the City Hall Council Chambers, 2525 Circle Drive, Scottsbluff, Nebraska. A notice of the meeting had been published in the Star-Herald, a newspaper of general circulation in the City, on May 2, 2014. The notice stated the date, hour and place of the meeting, that the meeting would be open to the public, that anyone with a disability desiring reasonable accommodation to attend the Planning Commission meeting should contact the Development Services Department, and that an agenda of the meeting kept continuously current was available for public inspection at Development Services Department office; provided, the City Planning Commission could modify the agenda at the meeting if the business was determined that an emergency so required. A similar notice, together with a copy of the agenda, also had been delivered to each Planning Commission member. An agenda kept continuously current was available for public inspection at the office of the Development Services Department at all times from publication to the time of the meeting.

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

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

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

ITEM 4: Business not on agenda: None

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

ITEM 6: The minutes of 4/14/14 were reviewed and approved. A motion was made to accept the minutes by Aguillo, and seconded by Gompert. "YEAS": Wayman, Aguillo, Chadwick, Gompert, and Estrada. "NAYS": None. ABSTAIN: Huber, & Weber. ABSENT: Zitterkopf, & Westphal. Motion carried.

ITEM 7A: The Planning Commission opened a public hearing for a rezone request from property owners, Frank Enterprises and Hiner Lease Company, for parcels described as Lots 8 and 9, Subdivision of Enterprise Tracts 13-15 Addition, and Lots 2 and 3, Subdivision of Enterprise Tracts 13-15 Addition. These lots are situated south of 27th Street between Avenue F and Avenue G. The applicants are requesting a change from R-1A Single Family Residential to C-2 Neighborhood & Retail Commercial. Surrounding property is zoned C-2 to the North, East, and West, to the South the area is zoned R-1A.

Both property owners also own property directly north, which are zoned C-2 and face West 27th Street. Lots 8 and 9 are vacant and previously used as commercial lots, (Shell Station & Carwash). Lots 2 and 3 have been and are currently used as commercial lots (All about Autos), the use is considered pre-existing non-conforming. Rezoning to commercial use will bring the lots up to zoning code guidelines.

Lots 8 and 3 border a residential zone to the south and will have to comply with buffer area requirements between residential and commercial lots.

Conclusion: A motion was made by Weber and seconded by Gompert to make positive recommendation to City Council to approve the rezone of Lots 2, 3, 8 and 9 Subdivision of Enterprise Tracts 13-15 Addition from R-1A to C-2. “YEAS”: Wayman, Chadwick, Gompert, Huber, Weber, Aguillo, and Estrada. “NAYS”: None. ABSTAIN: None. ABSENT: Westphal, and Zitterkopf. Motion carried.

Agenda Item 7B: The Planning Commission opened a public hearing for an Ag Estate Dwelling, the request for property owner(s), Rod Adams Farms, represented by M.C. Schaff & Associates, is requesting an Agricultural Estate Dwelling plat of property described as part of the east half of the Southeast Quarter of Section 19, Township 22 North, Range 54 West of the 6th P.M Scotts Bluff County, Nebraska, EXCEPT for those tracts described as “Except” in Instrument 2007-667. The property is not shown in the Comprehensive Development Plan future land use map and is in our two mile extra territorial jurisdiction. The property is approximately 2.60 acres in size. Properties to the west, south, and north are zoned Agricultural, further east property is in the County’s jurisdiction. This type of Ag Estate Dwelling is a permitted use in our Agricultural zoning districts.

The property owner is proposing to separate the 2.60 acres more or less of the farmland to allow for a home and out buildings and also allow for the parcel to sell separately. Access into the site will be from County Road 24. The Development Services staff has reviewed the application and the lot will meet the necessary requirements of an Agricultural Estate Dwelling (AED) in an Agricultural Zoning District.

Greg Schliz, from M.C. Schaff and Associates, representing Rod Adams Farms spoke in favor of the Ag Estate Dwelling, and indicated that the AED will be developed after approval by City Council of the plat.

Conclusion: A motion was made by Huber and seconded by Gompert to make positive recommendation to City Council to approve the Ag Estate Dwelling described as part of the east half of the SE ¼ of Section 19, T22N, R54W of the 6th p.m. Scotts Bluff County. “YEAS”: Wayman, Chadwick, Gompert, Huber, Weber, Aguillo, and Estrada. “NAYS”: None. ABSTAIN: None. ABSENT: Westphal, and Zitterkopf. Motion carried.

Agenda Item 7C: The Planning commission opened a public hearing for annexation of Block 9, Five Oaks Subdivision, Scotts Bluff County, NE situated in the NW ¼ of Section 14, T22N, R55W of the 6th p.m. This parcel is located on the southeast corner of Avenue I and West 42nd Street. The property owners, Jason & Sami Webb, are requesting annexation of their property into the City of Scottsbluff corporate limits; the property is approximately 7.82 acres and was recently final platted and rezoned to C-2 Neighborhood & Retail Commercial. The parcel will have access on 42nd Street and Avenue I with future streets abutting the parcel to the east and south. Existing infrastructure is in place for this area and the Webb’s plan to develop the property in the near future.

Carl Gilbert, representing the Webb’s spoke in favor of the annexation which is a cornfield now the commercial development on this corner will benefit the City.

Conclusion: A motion was made by Gompert and seconded by Weber to make positive recommendation to City Council to approve the Annexation request of Block 9, Five Oaks Subdivision into the City’s corporate limits. “YEAS”: Aguillo, Wayman, Chadwick, Gompert, Huber, Weber, and Estrada. “NAYS”: None. ABSTAIN: None. ABSENT: Zitterkopf & Westphal. Motion carried.

Agenda Item 7D: The Planning Commission opened a public hearing for a revised preliminary plat for Five Oaks Subdivision. The property is located south of 42nd Street, east of Avenue I, north of the Scottsbluff Drain and west of Avenue D. The preliminary plat was last revised in 2008.

City staff and Consultants have reviewed the preliminary plat and proposed infrastructure to the property. The revised preliminary plat has been scaled back eliminating one of two streets on the west side of Five Oaks Drive. Water and sewer is in place, the stubs to the west going to the previous proposed streets will be abandoned, we have checked with Public works to make sure this is okay. Also the new line to extend infrastructure into the new proposed street will be done with the construction of the paving district, all these improvements will be covered under the Developer's Agreement which will be submitted to City Council for approval. The Developer has also submitted three final plats within the revised preliminary plat along with annexation of the seven lots into the corporate boundary of the City. The preliminary plat meets the subdivision codes and city standards. Staff has met with the Engineer and discussed a few corrections and concerns of the preliminary plat and those changes have been addressed.

Bill Trumbull addressed the Planning Commission explained the changes in the plan the biggest change is in the street layout where they will have one street instead of the two previously planned, their intention is to final lots as needed.

Conclusion: A motion was made by Weber and seconded by Chadwick to approve the revised preliminary Plat for the Five Oaks Subdivision 2014. "YEAS": Aguallo, Gompert, Weber, Huber, Chadwick, Wayman, and Estrada. "NAYS": None. ABSTAIN: None. ABSENT: Zitterkopf, & Westphal. Motion carried.

Agenda Item 7E: The Planning Commission opened a public hearing for a rezone request of Lots 1-3, and Tract 2, Block 6, Lot 8 & Tract 1, Block 14, and Lot 7, Block 13, Five Oaks Subdivision from Agricultural to R-1A Single Family Residential. The request was made by property owners and developers, C & T Holdings. The parcels are situated on the west and east sides of Five Oaks Drive. Surrounding property is zoned Ag to the west and Residential to east and south. The change in zoning is a logical transition from Agricultural to Single Family Residential; the zoning is compatible with the Comprehensive Plan.

Conclusion: A motion was made by Weber and seconded by Chadwick to approve the zone change of proposed Lot 7, Block 13, Lots 1-3, & Tract 2, Block 6, and Lot 8 and Tract 1, Block 14, Five Oaks Subdivision, City of Scottsbluff, Scotts Bluff County, Nebraska.

Item 7F: The Planning Commission opened a public hearing on a Final plat of Lot 7, Block 13, Five Oaks Subdivision situated in the NW quarter of Section 14, T22N, R55W of the 6th Principal Meridian City of Scottsbluff, Scotts Bluff County, NE.

The property owners, C & T Holding, represented by Baker and Associates have submitted a final plat of Lot 7, Block 13 Five Oaks Subdivision. This lot is located north of 38th Street and east of proposed Five Oaks Drive. This final plat includes a resolution for annexation of the parcel into the City's corporate limits. It is approximately 12, 915 sq. ft. City Staff and City Consultants, M.C. Schaff and Associates, have reviewed the final plat. Adjustments were made to the plat and it meets all the subdivision codes and City standards of our subdivision code for final plats.

Conclusion: A motion was made by Gompert and seconded by Weber to approve the final plat with annexation for Lot 7, Block 13, Five Oaks Subdivision. "YEAS": Aguallo, Gompert, Weber, Huber,

Chadwick, Wayman, and Estrada. "NAYS": None. ABSTAIN: None. ABSENT: Westphal and Zitterkopf. Motion carried.

Item 7G: The Planning Commission opened a public hearing for an annexation request from property owners C & T Holdings. The properties are described as proposed Lots 1-3, & Tract 2, Block 6, Five Oaks Subdivision, and Lot 8 and Tract 1, Block 14, Five Oaks Subdivision. These parcels are located on the west side of proposed Five Oaks Drive and north of the Scottsbluff Drain. The description for these parcels cleans up the existing corporate limit line on the west side of the subdivision. These lots are part of the preliminary plat that will be final platted and rezoned.

Conclusion: A motion was made by Weber and seconded by Aguallo to approve the annexation request for proposed Lots 1-3 & Tract 2, Block 6, and Lot 8, & Tract 1, Block 14, Five Oaks Subdivision. "YEAS": Aguallo, Gompert, Weber, Huber, Chadwick, Wayman, and Estrada. "NAYS": None. ABSTAIN: None. ABSENT: Zitterkopf and Westphal. Motion carried.

Item 7H: The Planning Commission opened a public hearing for a Final Plat of Lots 1-3 and Tract 2, Block 6, Five Oaks Subdivision. The applicant(s) and property owners, C & T Holdings, represented by Baker and Associates submitted an application for the final plat. The plat meets the subdivision requirements of the R-1A zoning district, and will also be annexed into the City's corporate city limits with an ordinance for annexation.

Conclusion: A motion was made by Weber and seconded by Huber to approve the final plat of Lots 1-3 and Tract 2, Block 6 Five Oaks Subdivision. "YEAS": Aguallo, Gompert, Weber, Huber, Chadwick, Wayman, and Estrada. "NAYS": None. ABSTAIN: None. ABSENT: Zitterkopf and Westphal. Motion carried.

Item 7I: The Planning Commission opened a public hearing for a Final Plat of Lot 8, and Tract 1, Block 14, Five Oaks Subdivision. The applicant(s), and property owners, C & T Holding, represented by Baker and Associates submitted an application for the final plat. The plat meets all the requirements of the R-1A zoning district, and will also be annexed into the City's corporate limits with an ordinance for annexation.

Conclusion: A motion was made by Gompert and seconded by Chadwick to approve the Final Plat of Lot 8, and Tract 1, Block 14, Five Oaks Subdivision. "YEAS": Aguallo, Gompert, Weber, Huber, Chadwick, Wayman, and Estrada. "NAYS": None. ABSTAIN: None. ABSENT: Zitterkopf and Westphal. Motion carried.

Item 7J: The Planning Commission reviewed a proposed ordinance and permitting process to allow businesses to utilize a portion of the City's Right of Way for outdoor seating, dining, and display areas. The ordinance includes rules and regulation and permitting process.

Annie Folck, City Planner, addressed the Planning Commission, the proposed ordinance was reviewed by the Business Improvement Board District and they gave positive recommendation to City Council. City Council asked that the Planning Commission review also before giving their final recommendation. The ordinance was modeled after the City of Grand Island ordinance and will allow for this type of Right of Way obstruction throughout the City. The rules and regulations will allow them to set up sidewalk cafes, planters, etc. in the right of way; they will have to leave five feet of clear space to comply with ADA codes. The permit fee covers the review and inspection done by the City to make sure their site plan complies with all the rules and regulations, to ensure that fire codes are met and that the obstructions

will not hinder pedestrian traffic. With the \$50 permit, everything on the sidewalk has to be removable. If a business owner wants a more permanent setup, they will be required to sign a license agreement with the City and get all the necessary building permits in addition to the \$50 permit. The permits will expiration on of December 31st tracking permits this way is easier than tracking a year from issue.

Conclusion: A motion was made by Weber and seconded by Wayman to give positive recommendation to City Council allowing for Obstruction of Right of Way with Rules and Regulations. "YEAS": Aguillo, Weber, Chadwick, Gompert, Huber, Wayman, and Estrada. "NAYS": None. ABSTAIN: None. ABSENT: Zitterkopf and Westphal. Motion carried.

ITEM 8. Unfinished Business: None

There being no further business the Planning Commission with a motion to adjourn made by Chadwick and seconded by Weber the meeting was adjourned at 7:45 p.m. "YEAS": Wayman, Aguillo, Huber, Gompert, Chadwick, Weber, and Estrada. NAYS: none. ABSENT: Zitterkopf and Westphal. Motion carried.

Becky Estrada, Chairperson

Attest: _____
Annie Urdiales

City of Scottsbluff, Nebraska

Monday, May 19, 2014

Regular Meeting

Item Pub. Hear.5

Council to conduct a public hearing as advertised for this date at 6:05 p.m. for rezone of proposed final plats in Five Oaks Subd: Lots 1-3, & Tract 2, Blk 6; Lot 7, Blk 13; & Lot 8 & Tract 1, Block 14, from Ag to R-1A and approve the Ordinance.

Staff Contact: Annie Folck, City Planner

Agenda Statement

Item No.

For meeting of: May 19, 2014

AGENDA TITLE: Public Hearing for zone change request for proposed Lots 1-3 & Tract 2, Block 6, Five Oaks, Subdivision, Lot 8, & Tract 1, Block 14, Five Oaks Subdivision and Lot 7, Block 13, Five Oaks Subdivision from Agricultural to R-1A Single Family Residential.

SUBMITTED BY DEPARTMENT/ORGANIZATION: Development Services

PRESENTATION BY: Rick Kuckkahn

SUMMARY EXPLANATION: Zone change request from property owners, C & T Holdings to rezone proposed Lots 1-3 & Tract 2, Block 6, Five Oaks, Subdivision, Lot 8, & Tract 1, Block 14, Five Oaks Subdivision and Lot 7, Block 13, Five Oaks Subdivision from Agricultural to R-1A Single Family Residential lots in Enterprise Tracts from R-1A Single Family Residential. The change in zoning will allow for final platting of the lots so they will be in compliance with R-1A performance guidelines. These lots will also be annexed into the City's corporate limits. These parcels are situated west & east (lot 7, blk13) of proposed Five Oaks Drive, and north of Scottsbluff Drain.

BOARD/COMMISSION RECOMMENDATION: At their regular meeting of May 12, 2014 the Planning Commission made positive recommendation of the zone change for Lots 1-3 & Tract 2, Block 6, Five Oaks, Subdivision, Lot 8, & Tract 1, Block 14, Five Oaks Subdivision and Lot 7, Block 13, Five Oaks Subdivision from Agricultural to R-1A Single Family Residential lots in Enterprise Tracts from R-1A Single Family Residential.

STAFF RECOMMENDATION: City Council approve ordinance to rezone Lots 1-3 & Tract 2, Block 6, Five Oaks, Subdivision, Lot 8, & Tract 1, Block 14, Five Oaks Subdivision and Lot 7, Block 13, Five Oaks Subdivision from Agricultural to R-1A Single Family Residential lots in Enterprise Tracts from R-1A Single Family Residential.

EXHIBITS

Resolution Ordinance x Contract Minutes Plan/Map x

Other (specify) ☐ _____

NOTIFICATION LIST: x Yes No ☐ Further Instructions ☐
Bill Trumbull, C & T Holdings

APPROVAL FOR SUBMITTAL: _____
City Manager

Rev 3/1/99CClerk

ORDINANCE NO. _____

AN ORDINANCE DEALING WITH ZONING, AMENDING SECTION 25-1-4 BY UPDATING THE OFFICIAL ZONING DISTRICT MAP TO SHOW THAT PROPOSED LOTS 1-3 AND TRACT 2, BLOCK 6 OF THE FIVE OAKS FINAL PLAT, CONTAINING 55,136 SQ. FT. (1.27 ACRES), MORE OR LESS, SITUATED IN THE NORTHWEST QUARTER OF SECTION 14, TOWNSHIP 22 NORTH, RANGE 55 WEST, OF THE 6TH PRINCIPAL MERIDIAN, SCOTTSBLUFF, SCOTTSBLUFF COUNTY, NEBRASKA, ALL IN FIVE OAKS SUBDIVISION, CITY OF SCOTTSBLUFF, SCOTTS BLUFF COUNTY, NEBRASKA, WHICH IS CURRENTLY ZONED AS A-AGRICULTURE, WILL NOW BE INCLUDED IN THE R-1A SINGLE FAMILY RESIDENTIAL, 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 _____ day of _____, 2014.

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 as provided by law.

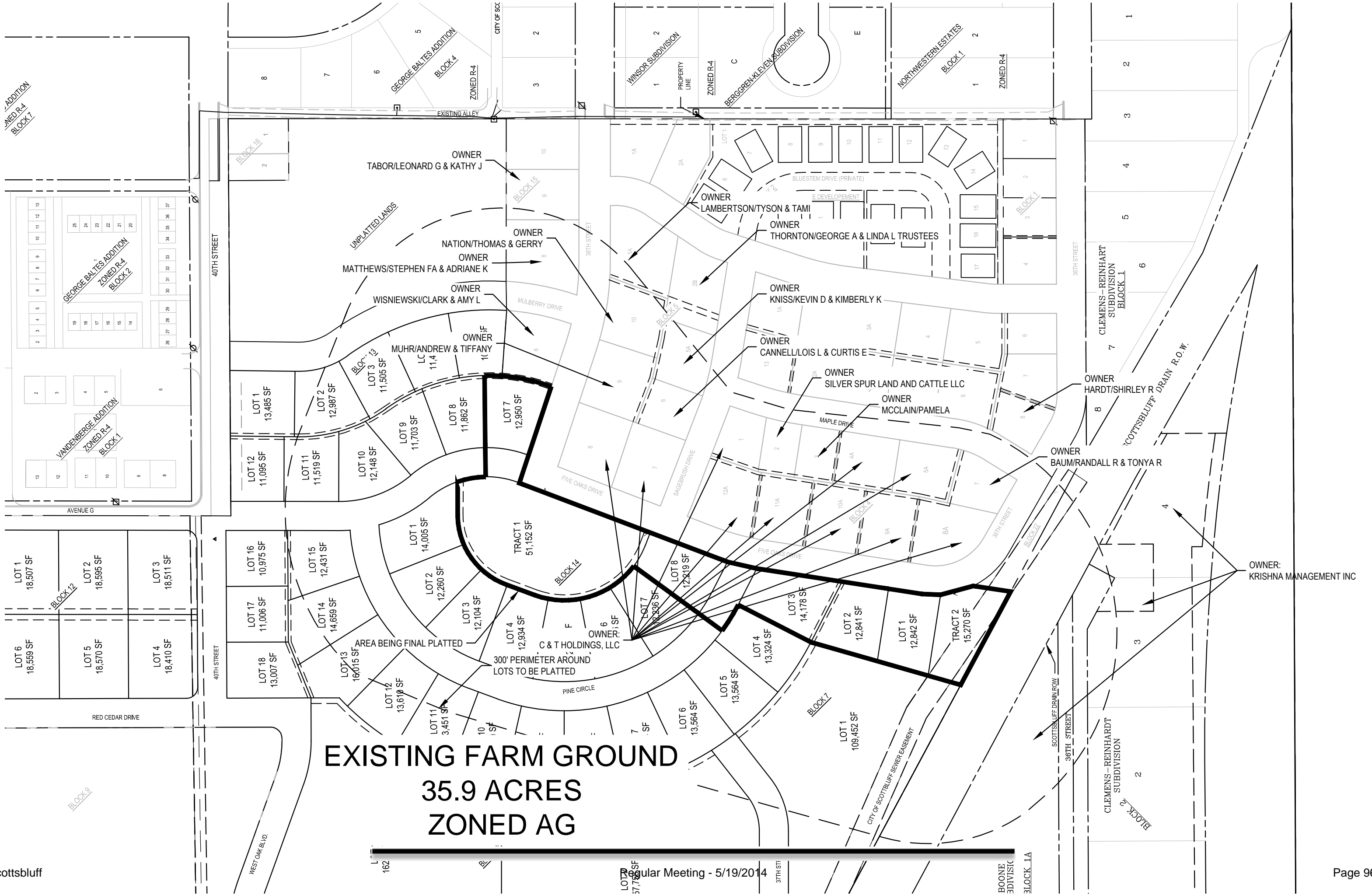
PASSED AND APPROVED on _____, 2014.

Mayor

ATTEST:

City Clerk

(Seal)



City of Scottsbluff, Nebraska

Monday, May 19, 2014

Regular Meeting

Item Pub. Hear.6

Council to consider the Resolution for the final plat of Lots 1-3 & Tract 2, Block 6, Five Oaks Subdivision, City of Scottsbluff.

Staff Contact: Annie Folck, City Planner

Agenda Statement

Item No.

For meeting of: May 19, 2014

AGENDA TITLE: Final Plat for Lots 1-3, & Tract 2, Block 6, Five Oaks Subdivision situated in the NW ¼ Section 14, T22N, R55W of the 6th P.M., City of Scottsbluff Scotts Bluff County.

SUBMITTED BY DEPARTMENT/ORGANIZATION: Development Services

PRESENTATION BY: Rick Kuckkahn

SUMMARY EXPLANATION: Public hearing for a final plat of Lots 1-3, & Tract 2, Block 6, Five Oaks Subdivision. Property owners, C&T Holdings, have submitted a request to plat approximately 1.26 ± acres from their Five Oaks revised preliminary plat. These parcels are located west of the proposed Five Oaks Drive and north of the Scotts Bluff Drain; the purpose of the final plat is to allow for the residential development of the property. This plat also comes with a request to rezone from Agricultural to R-1A and annexation into the City's corporate limits. The plat meets the requirements of the proposed R-1A zoning district and has existing infrastructure for city utilities. The street will be constructed with a paving district. A developer's agreement will also be included with this and the other lots which will be final platted.

BOARD/COMMISSION RECOMMENDATION: At a regular meeting held on May 12, 2014 the Planning Commission approved the Final plat of Lots 1-3, and Tract 2, Block 6, Five Oaks Subdivision.

STAFF RECOMMENDATION: Approval of the final plat so resolution may be recorded with the Register of Deeds.

EXHIBITS

Resolution x Ordinance Contract Minutes x Plan/Map x

Other (specify) ☐ _____

NOTIFICATION LIST: Yes No ☐ Further Instructions ☐
Bill Trumbull, 1310 Circle Drive, Scottsbluff, NE

APPROVAL FOR SUBMITTAL: _____
City Manager

RESOLUTION NO. _____

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

That the final plat of Lots 1-3 and Tract 2 Block 6 of Five Oaks Subdivision, situated in the northwest quarter of Section 14, Township 22 North, Range 55 West of the 6th Principal Meridian, to the City of Scottsbluff, Scotts Bluff County, Nebraska dated April 14, 2014, duly made, acknowledged and certified, is approved. Such Plat is ordered filed and recorded in the office of the Register of Deeds, Scotts Bluff County, Nebraska.

Passed and approved this 19th day of May 2014.

Mayor

Attest:

City Clerk

SEAL

FINAL PLAT OF
LOTS 1-3 AND TRACT 2, BLOCK 6 ,FIVE OAKS SUBDIVISION,
CITY OF SCOTTSBLUFF,
SCOTTS BLUFF COUNTY, NEBRASKA

SITUATED IN THE NORTHWEST QUARTER OF SECTION 14, TOWNSHIP 22 NORTH, RANGE 55 WEST OF
THE 6TH PRINCIPAL MERIDIAN, SCOTTS BLUFF COUNTY, NEBRASKA

Sheet Revisions

Date	Description	Initials
04-14-14	DRAFTED SURVEY	CJG

Baker

Associates

Inc.

www.baker-eng.com

Engineers * Archltects * Surveyors
COPYRIGHT

Land Survey & Final Plat of Five Oaks Block 6

Title Sheet			
Baker Project Number: 023-020-14			
Project Location: Scottsbluff, Scotts Bluff County Nebraska			
Owners: C & T Holdings, L.L.C.			
Project Code	Last Mod. Date	Subset	Sheet No.
023	04-14-2014	1 of 2	1

LOTS 1-3 AND TRACT 2, BLOCK 6 PROPERTY DESCRIPTION:

A PARCEL OF LAND KNOWN AS LOTS 1-3 AND TRACT 2, BLOCK 6 OF THE FIVE OAKS FINAL PLAT, CONTAINING 55,136 SQ. FT.(1.27 ACRES), MORE OR LESS, IN THE NORTHWEST QUARTER OF SECTION 14, TOWNSHIP 22 NORTH, RANGE 55 WEST, OF THE 6TH PRINCIPAL MERIDIAN, IN SCOTTS BLUFF COUNTY, NEBRASKA, SAID PARCEL BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE NORTHWEST CORNER OF SECTION 14, TOWNSHIP 22 NORTH, RANGE 55 WEST, OF THE 6TH PRINCIPAL MERIDIAN, BEING A FOUND 1"DIAMETER STEEL BOLT, FLUSH IN THE SURFACE OF HIGHWAY 71, STAMPED IN PART "SURVEY MARK", WHENCE THE WEST SIXTEENTH OF SAID SECTION 14, BEING A FOUND 3 1-4" DIAMETER ALUMINUM CAP, FLUSH IN THE SURFACE OF 42ND STREET, STAMPED IN PART "BAKER & ASSOCIATES INC, PLS 731", BEARS SOUTH 88°13'30" EAST, A DISTANCE OF 1326.35 FEET; THENCE SOUTH 13°34'36" EAST, A DISTANCE OF 2155.72' FEET TO THE POINT OF BEGINNING;

THENCE NORTH 18°00'06" EAST, A DISTANCE OF 278.21 FEET;
THENCE NORTH 29°17'26" EAST, A DISTANCE OF 146.00 FEET;
THENCE SOUTH 60°42'34" EAST, A DISTANCE OF 72.76 FEET;
THENCE ON THE ARC OF A CURVE TO THE LEFT, A RADIUS OF 520.00 FEET, A CENTRAL ANGLE OF 01°10'49", A DISTANCE OF 10.71 FEET, (A CHORD BEARING SOUTH 11°21'35" WEST, A DISTANCE OF 10.71 FEET);
THENCE SOUTH 10°46'11" WEST, A DISTANCE OF 143.23 FEET;
THENCE SOUTH 10°46'11" WEST, A DISTANCE OF 83.85 FEET;
THENCE SOUTH 10°46'11" WEST, A DISTANCE OF 61.32 FEET;
THENCE ON THE ARC OF A CURVE TO THE LEFT, A RADIUS OF 152.00 FEET, A CENTRAL ANGLE OF 12°16'28", A DISTANCE OF 32.56 FEET, (A CHORD BEARING SOUTH 04°37'57" WEST, A DISTANCE OF 32.50 FEET);
THENCE ON THE ARC OF A CURVE TO THE LEFT, A RADIUS OF 152.00 FEET, A CENTRAL ANGLE OF 22°58'24", A DISTANCE OF 60.94 FEET, (A CHORD BEARING SOUTH 12°59'28" WEST, A DISTANCE OF 60.54 FEET);
THENCE SOUTH 10°39'24" WEST, A DISTANCE OF 67.65 FEET;
THENCE NORTH 59°43'24" WEST, A DISTANCE OF 189.14 FEET, MORE OR LESS, TO THE POINT OF BEGINNING.

SURVEY NOTES

1. BAKER AND ASSOCIATES, INC., PERFORMED ALL NECESSARY RESEARCH TO ESTABLISH CURRENT OWNERSHIP OF THE SUBJECT PROPERTY SHOWN HERE ON, UTILIZING CURRENT VESTING DOCUMENTS FROM PUBLIC RECORDS, HOWEVER NO TITLE COMPANY OR PROFESSIONAL TITLE SEARCH WAS PREFORMED ON THE SUBJECT PROPERTY.

2. THE MONUMENTATION RECOVERED WAS LOCATED BY A COMBINATION OF GLOBAL POSITIONING SYSTEM (GPS) FAST STATIC, RTK AND RTK DATA LOGGING TECHNIQUES. CONVENTIONAL SURVEY METHODS WERE APPLIED WHEN REQUIRED.

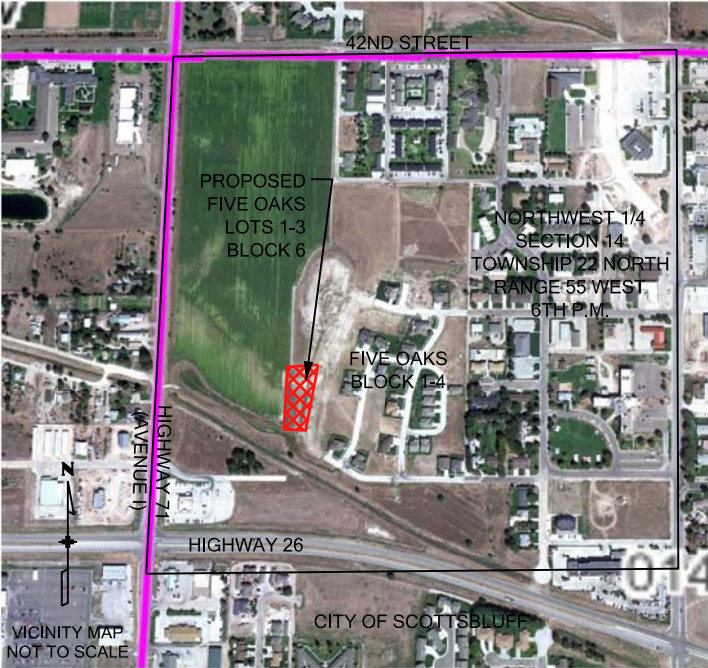
3. BASIS OF BEARINGS: ALL BEARINGS ARE BASED ON THE LINE CONNECTING THE NORTHWEST CORNER OF SECTION 14, TOWNSHIP 22 NORTH, RANGE 55 WEST, OF THE 6TH PRINCIPAL MERIDIAN AND THE WEST SIXTEENTH CORNER OF SAID SECTION 14, BEING A GRID BEARING OF SOUTH 88°13'30" EAST A DISTANCE OF 1326.35' FEET AS OBTAINED FROM A GLOBAL POSITIONING SYSTEM (GPS) SURVEY BASED ON THE NEBRASKA HIGH ACCURACY REFERENCE NETWORK (NHARN). SAID GRID BEARING IS NAD 83 (2011) NEBRASKA STATE PLANE ZONE 2600.

4. ALL DIMENSIONS SHOWN HEREON ARE U.S. SURVEY FEET.

5. NOTICE: YOU MUST COMMENCE ANY LEGAL ACTION BASED UPON ANY DEFECT IN THIS SURVEY WITHIN THREE (3) YEARS AFTER YOU FIRST DISCOVER SUCH DEFECT. IN NO EVENT MAY ANY ACTION, BASED UPON ANY DEFECT IN THIS SURVEY BE COMMENCED MORE THAN TEN (10) YEARS FROM THE DATE OF THE CERTIFICATION SHOWN HEREON.

6. TRACT 2, BLOCK 6 AS SHOWN HEREON IS DEDICATED FOR THE USE OF DRAINAGE AND UTILITY EASEMENTS FOR THE BENEFIT OF FIVE OAKS SUBDIVISION AND THE CITY OF SCOTTSBLUFF.

PROJECT VICINTY MAP



LEGEND

- BAKER SET 1 5/16" ORANGE PLASTIC CAP ON A 5/8" REBAR, STAMPED BAKER AND ASSOCIATES LS 731
- FOUND BOUNDARY EVIDENCE (PROPERTY CORNERS)
- ◆ FOUND SECTION CORNER
- ⊗ FOUND QUARTER AND SIXTEENTH SECTION MONUMENTS
- ⊠ NDOR CONCRETE RIGHT OF WAY MONUMENT
- ROW (R) RECORD PER PREVIOUSLY FILED SURVEYS
- (M) MEASURED BY BAKER & ASSOCIATES INC.

INDEX OF SHEETS

- PAGE 1 TITLE SHEET
- PAGE 2 PLAN SHEET

SURVEYOR'S CERTIFICATE

I, CARL JOHN GILBERT, A DULY REGISTERED PROFESSIONAL LAND SURVEYOR IN THE STATE OF NEBRASKA, DO HEREBY CERTIFY THAT THIS PLAT TRULY AND CORRECTLY REPRESENTS THE RESULTS OF A SURVEY MADE IN APRIL 2014, BY ME OR UNDER MY DIRECT SUPERVISION AND THAT ALL MONUMENTS EXIST AS SHOWN HEREON; THAT MATHEMATICAL CLOSURE ERRORS ARE LESS THAN 1:10,000 AND THAT SAID PLAT HAS BEEN PREPARED IN FULL COMPLIANCE WITH ALL APPLICABLE LAWS OF THE STATE OF NEBRASKA DEALING WITH MONUMENTS, SUBDIVISIONS OR SURVEYING OF LAND AND ALL APPLICABLE PROVISIONS OF THE SCOTTS BLUFF COUNTY AND THE CITY OF SCOTTSBLUFF SUBDIVISION REGULATIONS.

I ATTEST THE ABOVE ON THIS ____ DAY OF _____, 2014.

CARL JOHN GILBERT
NEBRASKA PROFESSIONAL LAND SURVEYOR NO. 731
FOR AND ON BEHALF OF BAKER AND ASSOCIATES INC.
PHONE : 308-632-3123

APPROVAL AND ACCEPTANCE

THE FOREGOING PLAT OF LOTS 1-3 AND TRACT 2, BLOCK 6, FIVE OAKS SUBDIVISION, AN ADDITION TO THE CITY OF SCOTTSBLUFF, SCOTTS BLUFF COUNTY, NEBRASKA, WAS APPROVED BY THE MAYOR AND CITY COUNCIL OF THE CITY OF SCOTTSBLUFF, NEBRASKA, BY RESOLUTION DULY PASSED THIS ____ DAY OF _____, 2014.

BY:

RANDY MEININGER, MAYOR

SEAL

ATTESTED: CITY CLERK

OWNER'S STATEMENT

WE, THE UNDERSIGNED, BEING ALL THE OWNERS, MORTGAGEES, BENEFICIARIES OF DEEDS OF TRUST AND HOLDERS OF OTHER INTERESTS IN THE LAND DESCRIBED HEREIN, HAVE LAID OUT, SUBDIVIDED, AND PLATTED SAID LANDS INTO LOTS 1-3 AND TRACT 2, BLOCK 6 OF FIVE OAKS, AS SHOWN HEREON UNDER THE NAME AND SUBDIVISION OF FIVE OAKS LOTS 1-3 AND TRACT 2, BLOCK 6.

BY: _____
REPRESENTATIVE OF C & T HOLDINGS L.L.C.

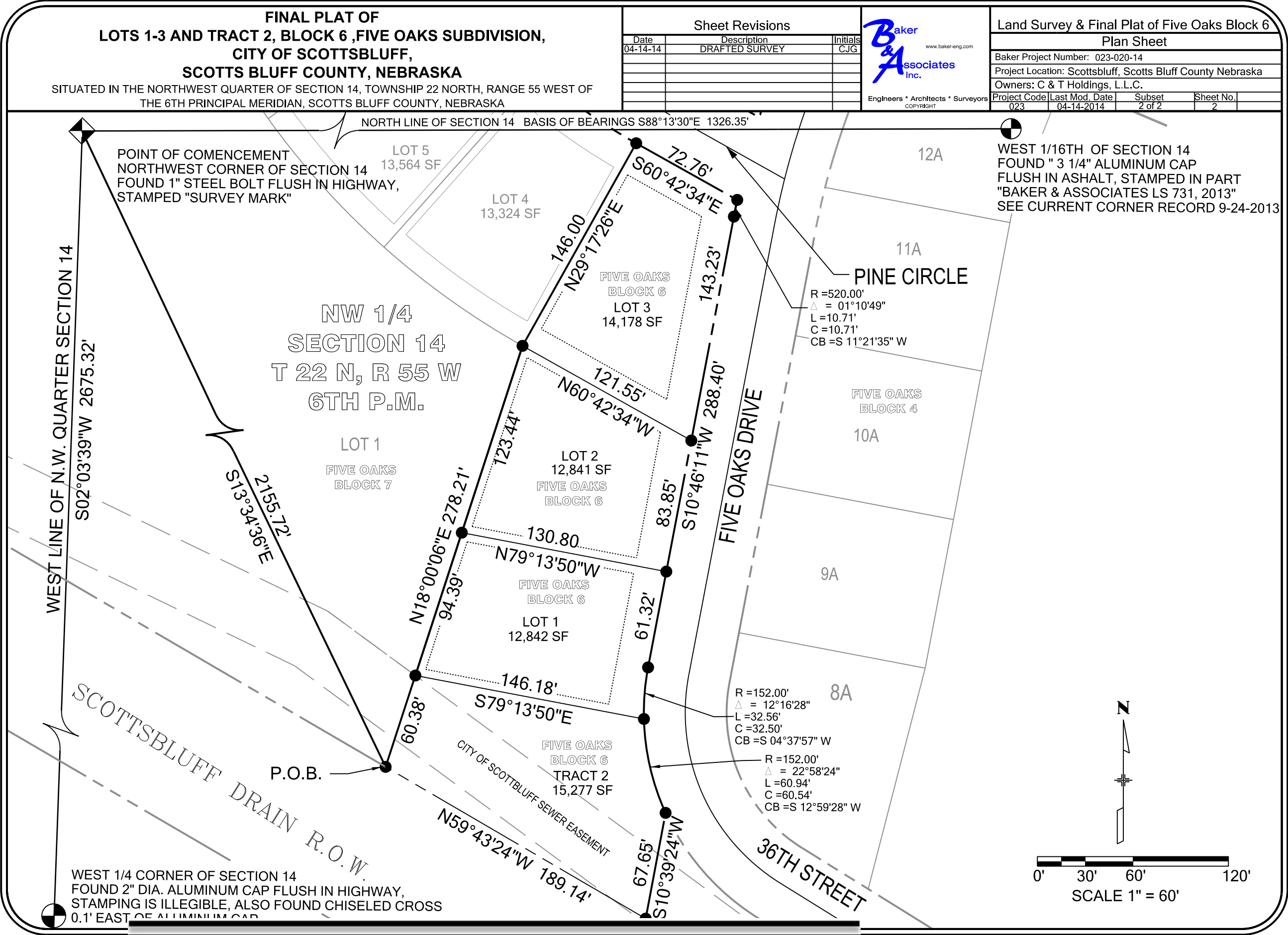
STATE OF NEBRASKA)
) SS
COUNTY OF SCOTTS BLUFF)

ACKNOWLEDGED BEFORE ME THIS ____ DAY OF _____, 2014,

BY _____
WITNESS MY HAND AND OFFICIAL SEAL

MY COMMISSION EXPIRES: _____

NOTARY PUBLIC



City of Scottsbluff, Nebraska

Monday, May 19, 2014

Regular Meeting

Item Pub. Hear.7

Council to consider the Annexation Resolution and Plat Resolution for the Final Plat of Lot 7, Block 13, Five Oaks Subdivision, City of Scottsbluff.

Staff Contact: Annie Folck, City Planner

RESOLUTION 14-_____

WHEREAS, a request has been submitted by C & T Holdings, L.L.C., a Nebraska Limited Liability Company, as the owner for the inclusion of Lot 7, Block 13, Five Oaks Subdivision, within the corporate limits and boundaries of the City of Scottsbluff, Nebraska, and said real estate being described as a Tract of land being Lot 7, Block 13, Five Oaks Subdivision, all located in the NW 1/4 of Section 14, Township 22 North, Range 55 West of the 6th Principal Meridian, Scotts Bluff County, Nebraska, more particularly described as follows:

A parcel of land known as Lot 7, Block 13 of the Five Oaks final plat, containing 12,950 sq. ft. (0.30 acres), more or less, in the Northwest Quarter of Section 14, Township 22 North, Range 55 West of the 6th Principal Meridian in Scotts Bluff County, Nebraska said tract or parcel being more particularly described as follows:

Commencing at the Northwest corner of Section 14, Township 22 North, Range 55 West of the 6th Principal Meridian, being a found 1" diameter steel bolt, flush in the surface of Highway 71, stamped in part "survey mark", whence the West sixteenth of said Section 14, being a found 3 1/4" diameter aluminum cap, flush in the surface of 42nd Street, stamped in part "Baker & Associates Inc. PLS 731" bears South 88°13'30" East, a distance of 1326.35 feet; thence South 35°10'32" East, a distance of 1638.01 feet to a point on the existing Northeast corner of the intersection of 38th Street and Five Oaks Drive and to the point of beginning;

Thence along the East right of way line of Five Oaks Drive on a arc of a curve to the left, a radius of 211.00 feet, a central angle of 21°26'20", a distance of 78.95 feet, (a chord bearing North 12°01'32" West, a distance of 78.49 feet),

Thence departing said East right of way line South 88°26'48" East, a distance of 128.75 feet,

Thence along an arc of a curve to the right, a radius of 318.00 feet, a central angle of 21°52'10", a distance of 121.38 feet, (a chord bearing South 11°20'37" West, a distance of 120.64 feet) to a point on the North right of way line of 38th Street,

Thence along the North right of way line of 38th Street North 69°38'46" West, a distance of 129.40 feet to the point of beginning, and

WHEREAS, the Scottsbluff City Planning Commission has received a request and held a public hearing on May 12, 2014 on the approval of a plat and inclusion of Lot 7, Block 13, Five Oaks Subdivision within the corporate limits and recommended the Scottsbluff City Council approve said request; and

WHEREAS, said request to include the land within the corporate limits was duly signed by the owner of the real estate affected with the express intent of platting the real estate as Lot 7, Block 13, Five Oaks Subdivision, an Addition to the City of Scottsbluff, Scotts Bluff County, Nebraska; and

WHEREAS, a public hearing was held by the Scottsbluff City Council relating to the request on _____, 2014, to approve the plat and deem the addition to be included within the corporate limits to be advantageous to and in the best interests of the City of Scottsbluff.

NOW, THEREFORE, BE IT RESOLVED by the Mayor and City Council of the City of Scottsbluff, Nebraska that the real estate which is platted as Lot 7, Block 13, Five Oaks Subdivision, pursuant to Section 19-916 of the Nebraska Revised Statutes and Section 21-1-61 of the Scottsbluff Municipal Code shall be included within the corporate limits of the City of Scottsbluff, Scotts Bluff County, Nebraska shall be and become a part of said City for all purposes whatsoever, that the inhabitants of said addition shall be entitled to all the rights and privileges, and shall be subject to all of the laws, ordinances, rules and regulations of the City of Scottsbluff, Nebraska.

BE IT FURTHER RESOLVED that the inclusion of Lot 7, Block 13, Five Oaks Subdivision within the corporate limits of the City of Scottsbluff, Nebraska is subject to the final plat being filed with the Scotts Bluff County Register of Deeds.

PASSED AND APPROVED this ____ day of _____, 2014.

Mayor

ATTEST:

City Clerk (Seal)

RESOLUTION 14-_____

WHEREAS, a request has been submitted by C & T Holdings, L.L.C., a Nebraska Limited Liability Company, as the owner for the inclusion of Lot 7, Block 13, Five Oaks Subdivision, within the corporate limits and boundaries of the City of Scottsbluff, Nebraska, and said real estate being described as a Tract of land located in the NW1/4 of Section 14, Township 22 North, Range 55 West of the 6th Principal Meridian, Scotts Bluff County, Nebraska, more particularly described as follows:

A parcel of land known as Lot 7, Block 13 of the Five Oaks final plat, containing 12,950 sq. ft. (0.30 acres), more or less, in the Northwest Quarter of Section 14, Township 22 North, Range 55 West of the 6th Principal Meridian in Scotts Bluff County, Nebraska said tract or parcel being more particularly described as follows:

Commencing at the Northwest corner of Section 14, Township 22 North, Range 55 West of the 6th Principal Meridian, being a found 1" diameter steel bolt, flush in the surface of Highway 71, stamped in part "survey mark", whence the West sixteenth of said Section 14, being a found 3 1/4" diameter aluminum cap, flush in the surface of 42nd Street, stamped in part "Baker & Associates Inc. PLS 731" bears South 88°13'30" East, a distance of 1326.35 feet; thence South 35°10'32" East, a distance of 1638.01 feet to a point on the existing Northeast corner of the intersection of 38th Street and Five Oaks Drive and to the point of beginning;

Thence along the East right of way line of Five Oaks Drive on a arc of a curve to the left, a radius of 211.00 feet, a central angle of 21°26'20", a distance of 78.95 feet, (a chord bearing North 12°01'32" West, a distance of 78.49 feet),

Thence departing said East right of way line South 88°26'48" East, a distance of 128.75 feet,

Thence along an arc of a curve to the right, a radius of 318.00 feet, a central angle of 21°52'10", a distance of 121.38 feet, (a chord bearing South 11°20'37" West, a distance of 120.64 feet) to a point on the North right of way line of 38th Street,

Thence along the North right of way line of 38th Street North 69°38'46" West, a distance of 129.40 feet to the point of beginning, and

WHEREAS, the Scottsbluff City Planning Commission has received a request and held a public hearing on May 12, 2014 on the approval of a plat and inclusion of Lot 7, Block 13, Five Oaks Subdivision within the corporate limits and recommend the Scottsbluff City Council approve the plat and request to include within the corporate limits; and

WHEREAS, said request to include the land within the corporate limits was duly signed by the owner of the real estate affected with the express intent of platting the real estate as Lot 7, Block 13, Five Oaks Subdivision, an Addition to the City of Scottsbluff, Scotts Bluff County, Nebraska; and

WHEREAS, a public hearing was held by the Scottsbluff City Council relating to the request on _____, 2014, to approve the plat and deem the addition to be included within the corporate limits as it was advantageous to and in the best interests of the City of Scottsbluff.

NOW, THEREFORE, BE IT RESOLVED by the Mayor and City Council of the City of Scottsbluff, Nebraska that the plat of Lot 7, Block 13, Five Oaks Subdivision, an Addition to the City of Scottsbluff, Scotts Bluff County, Nebraska, duly made out, acknowledged and certified, and the same hereby is approved and that the Mayor of the City of Scottsbluff, Nebraska shall be and is hereby authorized and directed to execute the final plat on behalf of the City of Scottsbluff, Nebraska.

PASSED AND APPROVED this ____ day of _____, 2014.

Mayor

ATTEST:

City Clerk (Seal)

SITUATED IN THE NORTHWEST QUARTER OF SECTION 14, TOWNSHIP 22 NORTH, RANGE 55 WEST OF
THE 6TH PRINCIPAL MERIDIAN, SCOTTS BLUFF COUNTY, NEBRASKA

Sheet Revisions		
Date	Description	Initials
04-14-14	DRAFTED SURVEY	CJG



Land Survey & Final Plat of Five Oaks Block 13 Title Sheet			
Baker Project Number: 023-020-14			
Project Location: Scottsbluff, Scotts Bluff County Nebraska			
Owners: C & T Holdings, L.L.C.			
Project Code	Last Mod. Date	Subset	Sheet No.
023	04-14-2014	1 of 2	1

●	BAKER SET 1 5/16" ORANGE PLASTIC CAP ON A 5/8" REBAR, STAMPED BAKER AND ASSOCIATES LS 731
○	BOUNDARY EVIDENCE (PROPERTY CORNERS)
◀	SECTION CORNER SYMBOL
⊙	QUARTER AND SIXTEENTH SECTION MONUMENTS
◻	NDOR CONCRETE RIGHT OF WAY MONUMENT
ROW	
(R)	RECORD PER PREVIOUSLY FILED SURVEYS
(M)	MEASURED BY BAKER & ASSOCIATES INC.

A PARCEL OF LAND KNOWN AS LOT 7, BLOCK 13 OF THE FIVE OAKS FINAL PLAT, CONTAINING 12,950 SQ. FT.(0.30 ACRES), MORE OR LESS, IN THE NORTHWEST QUARTER OF SECTION 14, TOWNSHIP 22 NORTH, RANGE 55 WEST, OF THE 6TH PRINCIPAL MERIDIAN, IN SCOTTS BLUFF COUNTY, NEBRASKA, SAID TRACT OR PARCEL BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE NORTHWEST CORNER OF SECTION 14, TOWNSHIP 22 NORTH, RANGE 55 WEST, OF THE 6TH PRINCIPAL MERIDIAN, BEING A FOUND 1"DIAMETER STEEL BOLT, FLUSH IN THE SURFACE OF HIGHWAY 71, STAMPED IN PART "SURVEY MARK", WHENCE THE WEST SIXTEENTH OF SAID SECTION 14, BEING A FOUND 3 1/4" DIAMETER ALUMINUM CAP, FLUSH IN THE SURFACE OF 42ND STREET, STAMPED IN PART "BAKER & ASSOCIATES INC, PLS 731", BEARS SOUTH 88°13'30" EAST, A DISTANCE OF 1326.35 FEET; THENCE SOUTH 35°10'32" EAST, A DISTANCE OF 1638.01' FEET TO A POINT ON THE EXISTING NORTHEAST CORNER OF THE INTERSECTION OF 38TH STREET AND FIVE OAKS DRIVE AND TO THE POINT OF BEGINNING;

THENCE ALONG THE EAST RIGHT OF WAY LINE OF FIVE OAKS DRIVE ON A ARC OF A CURVE TO THE LEFT, A RADIUS OF 211.00 FEET, A CENTRAL ANGLE OF 21°26'20", A DISTANCE OF 78.95 FEET. (A CHORD BEARING NORTH 12°01'32" EAST, A DISTANCE OF 78.49 FEET)
 THENCE DEPARTING SAID EAST RIGHT OF WAY LINE SOUTH 88°26'48" EAST, A DISTANCE OF 128.75 FEET,
 THENCE ALONG AN ARC OF A CURVE TO THE RIGHT, A RADIUS OF 318.00 FEET, A CENTRAL ANGLE OF 21°52'10", A DISTANCE OF 121.38 FEET, (A CHORD BEARING SOUTH 11°20'37" WEST, A DISTANCE OF 120.64 FEET) TO A POINT ON THE NORTH RIGHT OF WAY LINE OF 38TH STREET,
 THENCE ALONG THE NORTH RIGHT OF WAY LINE OF 38TH STREET, NORTH 69°38'46" WEST, A DISTANCE OF 129.40 FEET TO THE POINT OF BEGINNING.

1. BAKER AND ASSOCIATES, INC., PERFORMED ALL NECESSARY RESEARCH TO ESTABLISH CURRENT OWNERSHIP OF THE SUBJECT PROPERTY SHOWN HERE ON, UTILIZING CURRENT VESTING DOCUMENTS FROM PUBLIC RECORDS, HOWEVER NO TITLE COMPANY OR PROFESSIONAL TITLE SEARCH WAS PREFORMED ON THE SUBJECT PROPERTY.

2. THE MONUMENTATION RECOVERED WAS LOCATED BY A COMBINATION OF GLOBAL POSITIONING SYSTEM (GPS) FAST STATIC, RTK AND RTK DATA LOGGING TECHNIQUES. CONVENTIONAL SURVEY METHODS WERE APPLIED WHEN REQUIRED.

3. BASIS OF BEARINGS: ALL BEARINGS ARE BASED ON THE LINE CONNECTING THE NORTHWEST CORNER OF SECTION 14, TOWNSHIP 22 NORTH, RANGE 55 WEST, OF THE 6TH PRINCIPAL MERIDIAN AND THE WEST SIXTEENTH CORNER OF SAID SECTION 14, BEING A GRID BEARING OF SOUTH 88°13'30" EAST A DISTANCE OF 1326.35' FEET AS OBTAINED FROM A GLOBAL POSITIONING SYSTEM (GPS) SURVEY BASED ON THE NEBRASKA HIGH ACCURACY REFERENCE NETWORK (NHARN), SAID GRID BEARING IS NAD 83 (2011) NEBRASKA STATE PLANE ZONE 2600.

4. ALL DIMENSIONS SHOWN HEREON ARE U.S. SURVEY FEET.

5. NOTICE: YOU MUST COMMENCE ANY LEGAL ACTION BASED UPON ANY DEFECT IN THIS SURVEY WITHIN THREE (3) YEARS AFTER YOU FIRST DISCOVER SUCH DEFECT. IN NO EVENT MAY ANY ACTION, BASED UPON ANY DEFECT IN THIS SURVEY BE COMMENCED MORE THAN TEN (10) YEARS FROM THE DATE OF THE CERTIFICATION SHOWN HEREON.

6. THE ABOVE DESCRIBE PROPERTY IS BEING ANNEXED INTO THE CITY OF SCOTTSBLUFF PER THE APPROVAL OF THIS PLAT .

PAGE 1 TITLE SHEET

PAGE 2 PLAN SHEET

I, CARL JOHN GILBERT, A DULY REGISTERED PROFESSIONAL LAND SURVEYOR IN THE STATE OF NEBRASKA, DO HEREBY CERTIFY THAT THIS PLAT TRULY AND CORRECTLY REPRESENTS THE RESULTS OF A SURVEY MADE IN APRIL 2014, BY ME OR UNDER MY DIRECT SUPERVISION AND THAT ALL MONUMENTS EXIST AS SHOWN HEREON; THAT MATHEMATICAL CLOSURE ERRORS ARE LESS THAN 1:10,000 AND THAT SAID PLAT HAS BEEN PREPARED IN FULL COMPLIANCE WITH ALL APPLICABLE LAWS OF THE STATE OF NEBRASKA DEALING WITH MONUMENTS, SUBDIVISIONS OR SURVEYING OF LAND AND ALL APPLICABLE PROVISIONS OF THE SCOTTS BLUFF COUNTY AND THE CITY OF SCOTTSBLUFF SUBDIVISION REGULATIONS.

I ATTEST THE ABOVE ON THIS _____ DAY OF _____, 2014.

CARL JOHN GILBERT
NEBRASKA PROFESSIONAL LAND SURVEYOR NO. 731
FOR AND ON BEHALF OF BAKER AND ASSOCIATES INC.
PHONE : 308-632-3123

THE FOREGOING PLAT OF LOT 7, BLOCK 13, FIVE OAKS SUBDIVISION, AN ADDITION TO THE CITY OF SCOTTSBLUFF, SCOTTS BLUFF COUNTY, NEBRASKA, WAS APPROVED BY THE MAYOR AND CITY COUNCIL OF THE CITY OF SCOTTSBLUFF, NEBRASKA, BY RESOLUTION DULY PASSED THIS _____ DAY OF _____, 2014.

BY: _____
RANDY MEININGER, MAYOR

SEAL

ATTESTED: CITY CLERK

WE, THE UNDERSIGNED, BEING ALL THE OWNERS, MORTGAGEES, BENEFICIARIES OF DEEDS OF TRUST AND HOLDERS OF OTHER INTERESTS IN THE LAND DESCRIBED HEREIN, HAVE LAID OUT, SUBDIVIDED, AND PLATTED SAID LANDS INTO LOT 7, BLOCK 13 OF FIVE OAKS, AS SHOWN HEREON UNDER THE NAME AND SUBDIVISION OF FIVE OAKS LOT 7, BLOCK 13.

BY: _____
REPRESENTATIVE OF C & T HOLDINGS L.L.C.

STATE OF NEBRASKA)
) SS
COUNTY OF SCOTTS BLUFF)

ACKNOWLEDGED BEFORE ME THIS ____ DAY OF _____, 2014,

BY _____
WITNESS MY HAND AND OFFICIAL SEAL

MY COMMISSION EXPIRES: _____

NOTARY PUBLIC

SITUATED IN THE NORTHWEST QUARTER OF SECTION 14, TOWNSHIP 22 NORTH, RANGE 55 WEST OF
THE 6TH PRINCIPAL MERIDIAN, SCOTTS BLUFF COUNTY, NEBRASKA



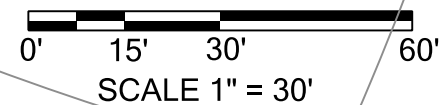
**Baker
&
Associates
Inc.**

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City of Scottsbluff, Nebraska

Monday, May 19, 2014

Regular Meeting

Item Pub. Hear.8

Council to consider the Resolution for the final plat of Lot 8 and Tract 1, Block 14, Five Oaks Subdivision, City of Scottsbluff.

Staff Contact: Annie Folck, City Planner

RESOLUTION NO. _____

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

That the final plat of Lot 8 and Tract 1 of Block 14 of Five Oaks Subdivision, situated in the northwest quarter of Section 14, Township 22 North, Range 55 West of the 6th Principal Meridian, to the City of Scottsbluff, Scotts Bluff County, Nebraska dated April 14, 2014, duly made, acknowledged and certified, is approved. Such Plat is ordered filed and recorded in the office of the Register of Deeds, Scotts Bluff County, Nebraska.

Passed and approved this 19th day of May 2014.

Mayor

Attest:

City Clerk

SEAL

FINAL PLAT OF
LOT 8 AND TRACT 1 OF BLOCK 14 OF FIVE OAKS SUBDIVISION,
CITY OF SCOTTSBLUFF,
SCOTTS BLUFF COUNTY, NEBRASKA

SITUATED IN THE NORTHWEST QUARTER OF SECTION 14, TOWNSHIP 22 NORTH, RANGE 55 WEST OF
THE 6TH PRINCIPAL MERIDIAN, SCOTTS BLUFF COUNTY, NEBRASKA

Sheet Revisions		
Date	Description	Initials
04-14-14	DRAFTED SURVEY	CJG

Baker

Associates

Inc.

www.baker-eng.com

Engineers * Arohltects * Surveyors
COPYRIGHT

Land Survey & Final Plat of Five Oaks Block 14				
Title Sheet				
Baker Project Number: 023-020-14				
Project Location: Scottsbluff, Scotts Bluff County Nebraska				
Owners: C & T Holdings, L.L.C.				
Project Code	Last Mod. Date	Subset	Sheet No.	
023	04-14-2014	1 of 2	1	

LOT 8 AND TRACT 1, BLOCK 14 PROPERTY DESCRIPTION:

A PARCEL OF LAND KNOWN AS LOT 8 AND TRACT 1, BLOCK 14 OF THE FIVE OAKS FINAL PLAT, CONTAINING 73,059 SQ. FT. (1.68 ACRES), MORE OR LESS, IN THE NORTHWEST QUARTER OF SECTION 14, TOWNSHIP 22 NORTH, RANGE 55 WEST, OF THE 6TH PRINCIPAL MERIDIAN, IN SCOTTS BLUFF COUNTY, NEBRASKA, SAID PARCEL BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE NORTHWEST CORNER OF SECTION 14, TOWNSHIP 22 NORTH, RANGE 55 WEST, OF THE 6TH PRINCIPAL MERIDIAN, BEING A FOUND 1"DIAMETER STEEL BOLT, FLUSH IN THE SURFACE OF HIGHWAY 71, STAMPED IN PART "SURVEY MARK", WHENCE THE WEST SIXTEENTH OF SAID SECTION 14, BEING A FOUND 3 1/4" DIAMETER ALUMINUM CAP, FLUSH IN THE SURFACE OF 42ND STREET, STAMPED IN PART "BAKER & ASSOCIATES INC, PLS 731", BEARS SOUTH 88°13'30" EAST, A DISTANCE OF 1326.35 FEET; THENCE SOUTH 20°16'36" EAST, A DISTANCE OF 1,783.86 FEET TO THE POINT OF BEGINNING;

THENCE NORTH 38°14'05" EAST, A DISTANCE OF 52.00 FEET;

THENCE NORTH 38°14'05" EAST, A DISTANCE OF 143.53 FEET;

THENCE ON THE ARC OF A CURVE TO THE RIGHT, A RADIUS OF 154.00 FEET, A CENTRAL ANGLE OF 21°31'40", A DISTANCE OF 57.86 FEET, (A CHORD BEARING NORTH 40°16'58" WEST, A DISTANCE OF 57.52 FEET);

THENCE ON THE ARC OF A CURVE TO THE RIGHT, A RADIUS OF 154.00 FEET, A CENTRAL ANGLE OF 21°23'02", A DISTANCE OF 57.48 FEET, (A CHORD BEARING NORTH 18°49'37" WEST, A DISTANCE OF 57.14 FEET);

THENCE ON THE ARC OF A CURVE TO THE RIGHT, A RADIUS OF 154.00 FEET, A CENTRAL ANGLE OF 21°17'26", A DISTANCE OF 57.22 FEET, (A CHORD BEARING NORTH 02°30'37" EAST, A DISTANCE OF 56.90 FEET);

THENCE ON THE ARC OF A CURVE TO THE RIGHT, A RADIUS OF 154.00 FEET, A CENTRAL ANGLE OF 09°11'37", A DISTANCE OF 24.71 FEET, (A CHORD BEARING NORTH 17°45'08" EAST, A DISTANCE OF 24.68 FEET);

THENCE NORTH 22°20'57" EAST, A DISTANCE OF 54.48 FEET;

THENCE ON THE ARC OF A CURVE TO THE RIGHT, A RADIUS OF 134.00 FEET, A CENTRAL ANGLE OF 22°13'34", A DISTANCE OF 51.98 FEET, (A CHORD BEARING NORTH 33°27'44" EAST, A DISTANCE OF 51.66 FEET);

THENCE ON THE ARC OF A CURVE TO THE RIGHT, A RADIUS OF 134.00 FEET, A CENTRAL ANGLE OF 23°42'43", A DISTANCE OF 55.46 FEET, (A CHORD BEARING NORTH 56°25'52" EAST, A DISTANCE OF 55.06 FEET);

THENCE ON THE ARC OF A CURVE TO THE RIGHT, A RADIUS OF 134.00 FEET, A CENTRAL ANGLE OF 24°24'39", A DISTANCE OF 57.09 FEET, (A CHORD BEARING NORTH 80°29'33" EAST, A DISTANCE OF 56.66 FEET);

THENCE SOUTH 87°18'07" EAST, A DISTANCE OF 56.56 FEET;

THENCE ON THE ARC OF A CURVE TO THE RIGHT, A RADIUS OF 159.00 FEET, A CENTRAL ANGLE OF 18°19'11", A DISTANCE OF 50.84 FEET, (A CHORD BEARING SOUTH 07°51'13" EAST, A DISTANCE OF 50.62 FEET);

THENCE SOUTH 88°41'38" EAST, A DISTANCE OF 52.00 FEET;

THENCE ON THE ARC OF A CURVE TO THE RIGHT, A RADIUS OF 211.00 FEET, A CENTRAL ANGLE OF 21°26'20", A DISTANCE OF 78.95 FEET, (A CHORD BEARING SOUTH 12°01'32" WEST, A DISTANCE OF 78.49 FEET);

THENCE NORTH 69°38'46" WEST, A DISTANCE OF 52.06 FEET;

THENCE SOUTH 23°07'03" WEST, A DISTANCE OF 249.90 FEET;

THENCE SOUTH 23°07'07" WEST, A DISTANCE OF 52.00 FEET;

THENCE SOUTH 23°07'00" WEST, A DISTANCE OF 48.09 FEET;

THENCE ON THE ARC OF A CURVE TO THE LEFT, A RADIUS OF 520.00 FEET, A CENTRAL ANGLE OF 05°14'57", A DISTANCE OF 47.64 FEET, (A CHORD BEARING SOUTH 20°29'31" WEST, A DISTANCE OF 47.62 FEET);

THENCE ON THE ARC OF A CURVE TO THE LEFT, A RADIUS OF 520.00 FEET, A CENTRAL ANGLE OF 05°55'03", A DISTANCE OF 53.71 FEET, (A CHORD BEARING SOUTH 14°54'31" WEST, A DISTANCE OF 53.68 FEET);

THENCE NORTH 60°42'34" WEST, A DISTANCE OF 72.76 FEET;

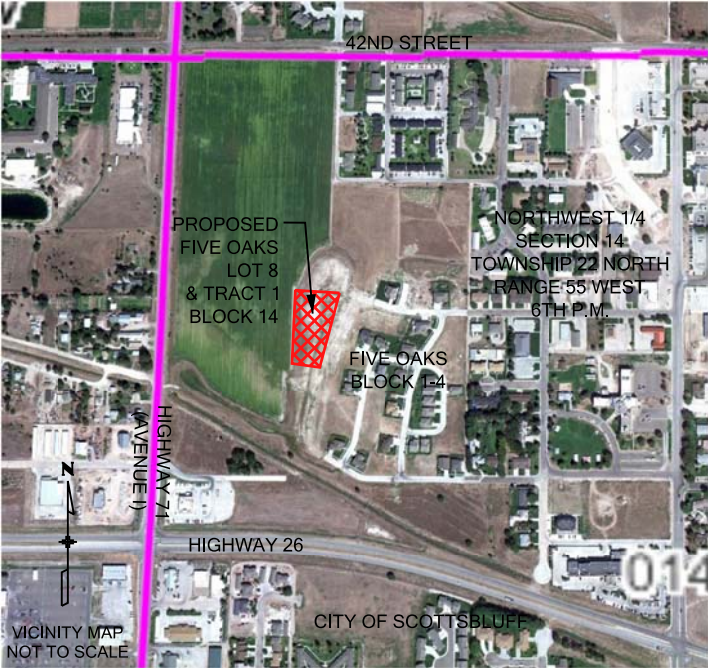
THENCE ON THE ARC OF A CURVE TO THE RIGHT, A RADIUS OF 349.00 FEET, A CENTRAL ANGLE OF 08°56'40", A DISTANCE OF 54.48 FEET, (A CHORD BEARING NORTH 56°14'15" WEST, A DISTANCE OF 54.43 FEET), MORE OR LESS, TO THE POINT OF BEGINNING.

SURVEY NOTES

1. BAKER AND ASSOCIATES, INC., PERFORMED ALL NECESSARY RESEARCH TO ESTABLISH CURRENT OWNERSHIP OF THE SUBJECT PROPERTY SHOWN HERE ON, UTILIZING CURRENT VESTING DOCUMENTS FROM PUBLIC RECORDS, HOWEVER NO TITLE COMPANY OR PROFESSIONAL TITLE SEARCH WAS PREFORMED ON THE SUBJECT PROPERTY.

2. THE MONUMENTATION RECOVERED WAS LOCATED BY A COMBINATION OF GLOBAL POSITIONING SYSTEM (GPS) FAST STATIC, RTK AND RTK DATA LOGGING TECHNIQUES. CONVENTIONAL SURVEY METHODS WERE APPLIED WHEN REQUIRED.

PROJECT VICINTY MAP



LEGEND

- BAKER SET 1 5/16" ORANGE PLASTIC CAP ON A 5/8" REBAR, STAMPED BAKER AND ASSOCIATES LS 731
- FOUND BOUNDARY EVIDENCE (PROPERTY CORNERS)
- ◆ FOUND SECTION CORNER
- ⊕ FOUND QUARTER AND SIXTEENTH SECTION MONUMENTS
- ⊞ NDOR CONCRETE RIGHT OF WAY MONUMENT
- ROW (R) RECORD PER PREVIOUSLY FILED SURVEYS
- (M) MEASURED BY BAKER & ASSOCIATES INC.

SURVEY NOTES

3. BASIS OF BEARINGS: ALL BEARINGS ARE BASED ON THE LINE CONNECTING THE NORTHWEST CORNER OF SECTION 14, TOWNSHIP 22 NORTH, RANGE 55 WEST, OF THE 6TH PRINCIPAL MERIDIAN AND THE WEST SIXTEENTH CORNER OF SAID SECTION 14, BEING A GRID BEARING OF SOUTH 88°13'30" EAST A DISTANCE OF 1326.35' FEET AS OBTAINED FROM A GLOBAL POSITIONING SYSTEM (GPS) SURVEY BASED ON THE NEBRASKA HIGH ACCURACY REFERENCE NETWORK (NHARN). SAID GRID BEARING IS NAD 83 (2011) NEBRASKA STATE PLANE ZONE 2600.

4. ALL DIMENSIONS SHOWN HEREON ARE U.S. SURVEY FEET.

5. NOTICE: YOU MUST COMMENCE ANY LEGAL ACTION BASED UPON ANY DEFECT IN THIS SURVEY WITHIN THREE (3) YEARS AFTER YOU FIRST DISCOVER SUCH DEFECT. IN NO EVENT MAY ANY ACTION, BASED UPON ANY DEFECT IN THIS SURVEY BE COMMENCED MORE THAN TEN (10) YEARS FROM THE DATE OF THE CERTIFICATION SHOWN HEREON.

6. TRACT 1, BLOCK 14 AS SHOWN HEREON IS DEDICATED TO CITY OF SCOTTSBLUFF, FOR THE USE OF DRAINAGE AND A PUBLIC PARK FOR THE BENEFIT OF FIVE OAKS SUBDIVISION AND THE CITY OF SCOTTSBLUFF.

INDEX OF SHEETS

PAGE 1 TITLE SHEET

PAGE 2 PLAN SHEET

SURVEYOR'S CERTIFICATE

I, CARL JOHN GILBERT, A DULY REGISTERED PROFESSIONAL LAND SURVEYOR IN THE STATE OF NEBRASKA, DO HEREBY CERTIFY THAT THIS PLAT TRULY AND CORRECTLY REPRESENTS THE RESULTS OF A SURVEY MADE IN APRIL 2014, BY ME OR UNDER MY DIRECT SUPERVISION AND THAT ALL MONUMENTS EXIST AS SHOWN HEREON; THAT MATHEMATICAL CLOSURE ERRORS ARE LESS THAN 1:10,000 AND THAT SAID PLAT HAS BEEN PREPARED IN FULL COMPLIANCE WITH ALL APPLICABLE LAWS OF THE STATE OF NEBRASKA DEALING WITH MONUMENTS, SUBDIVISIONS OR SURVEYING OF LAND AND ALL APPLICABLE PROVISIONS OF THE SCOTTS BLUFF COUNTY AND THE CITY OF SCOTTSBLUFF SUBDIVISION REGULATIONS.

I ATTEST THE ABOVE ON THIS ____ DAY OF _____, 2014.

CARL JOHN GILBERT
NEBRASKA PROFESSIONAL LAND SURVEYOR NO. 731
FOR AND ON BEHALF OF BAKER AND ASSOCIATES INC.
PHONE : 308-632-3123

APPROVAL AND ACCEPTANCE

THE FOREGOING PLAT OF LOT 8 AND TRACT 1, BLOCK 14 OF FIVE OAKS SUBDIVISION, AN ADDITION TO THE CITY OF SCOTTSBLUFF, SCOTTS BLUFF COUNTY, NEBRASKA, WAS APPROVED BY THE MAYOR AND CITY COUNCIL OF THE CITY OF SCOTTSBLUFF, NEBRASKA, BY RESOLUTION DULY PASSED THIS ____ DAY OF _____, 2014.

BY:

RANDY MEININGER, MAYOR

SEAL

ATTESTED: CITY CLERK

OWNER'S STATEMENT

WE, THE UNDERSIGNED, BEING ALL THE OWNERS, MORTGAGEES, BENEFICIARIES OF DEEDS OF TRUST AND HOLDERS OF OTHER INTERESTS IN THE LAND DESCRIBED HEREIN, HAVE LAID OUT, SUBDIVIDED, AND PLATTED SAID LANDS INTO LOT 8 AND TRACT 1 OF BLOCK 14 OF FIVE OAKS AND THE STREETS OF PINE CIRCLE AND FIVE OAKS DRIVE, AS SHOWN HEREON UNDER THE NAME AND SUBDIVISION OF FIVE OAKS LOT 8 AND TRACT 1, BLOCK 14.

BY: _____
REPRESENTATIVE OF C & T HOLDINGS L.L.C.

STATE OF NEBRASKA)
) SS
COUNTY OF SCOTTS BLUFF)

THE FOREGOING INSTURMENT WAS ACKNOWLEDGED BEFORE ME THIS ____ DAY OF _____, 2014,

BY _____
WITNESS MY HAND AND OFFICIAL SEAL

MY COMMISSION EXPIRES: _____

NOTARY PUBLIC

SITUATED IN THE NORTHWEST QUARTER OF SECTION 14, TOWNSHIP 22 NORTH, RANGE 55 WEST OF
THE 6TH PRINCIPAL MERIDIAN, SCOTTS BLUFF COUNTY, NEBRASKA



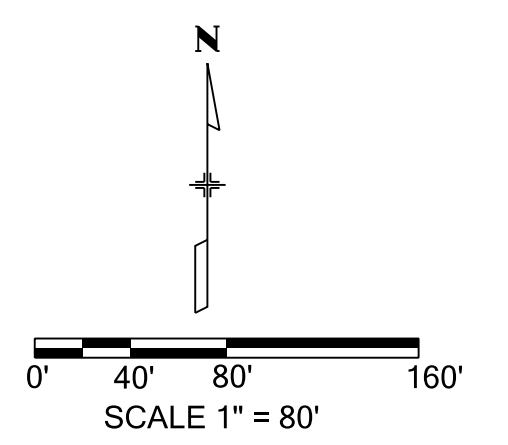
**Baker
&
Associates
Inc.**

www.baker-eng.com

Engineers * Architects * Surveyors

COPYRIGHT

Baker Project Number: 023-020-14			
Project Location: Scottsbluff, Scotts Bluff County Nebraska			
Owners: C & T Holdings, L.L.C.			
Project Code	Last Mod. Date	Subset	Sheet No.
023	04-14-2014	1 of 2	2



Curve Table					
Curve #	Length	Radius	Delta	Chord Direction	Chord Length
C1	57.86	154.00	21°31'40"	N40° 16' 58"W	57.52
C2	57.48	154.00	21°23'02"	N18° 49' 37"W	57.14
C3	57.22	154.00	21°17'26"	N2° 30' 37"E	56.90
C4	24.71	154.00	9°11'37"	N17° 45' 08"E	24.68
C5	51.98	134.00	22°13'34"	N33° 27' 44"E	51.66
C6	55.46	134.00	23°42'43"	N56° 25' 52"E	55.06
C7	57.09	134.00	24°24'39"	N80° 29' 33"E	56.66
C8	50.84	159.00	18°19'11"	S7° 51' 13"E	50.62
C9	78.95	211.00	21°26'20"	S12° 01' 32"W	78.49
C10	60.53	159.00	21°48'41"	S12° 12' 43"W	60.16
C11	47.64	520.00	5°14'57"	S20° 29' 31"W	47.62
C12	53.71	520.00	5°55'03"	S14° 54' 31"W	53.68
C13	54.48	349.00	8°56'40"	N56° 14' 15"W	54.43
C14	46.36	297.00	8°56'40"	S56° 14' 15"E	46.32
C15	42.56	154.00	15°50'08"	S58° 57' 53"E	42.43

City of Scottsbluff, Nebraska

Monday, May 19, 2014

Regular Meeting

Item Pub. Hear.9

Council to conduct a public hearing as advertised for this date at 6:05 p.m. for Annexation of proposed Block 6, & Block 14, Five Oaks Subdivision and approve the Ordinance.

Minutes: These parcels are west of proposed Five Oaks Drive and north of 36th Street and proposed Sage Brush Drive.

Staff Contact: Annie Folck, City Planner

Agenda Statement

Item No.

For meeting of: May 19, 2014

AGENDA TITLE: Annexation request for Lots 1-3, & Tract 2, Block 6, Five Oaks Subdivision and Lot 8, & Tract 1, Block 14, Five Oaks Subdivision all situated in the NW ¼ Section 14, T22N, R55W of the 6th P.M., Scotts Bluff County.

SUBMITTED BY DEPARTMENT/ORGANIZATION: Development Services

PRESENTATION BY: Rick Kuckkahn

SUMMARY EXPLANATION: Public hearing for an annexation request from property owners, C & T Holdings, for property described as Lots 1-3, & Tract 2, Block 6, and Lot 8, & Tract 1, Block 14, Five Oaks Subdivision. The Developers have submitted a request to annex four lots and two tracts (3.02 ± acres) into the City's corporate limits. These parcels are located East of proposed Five Oaks Drive and north of the Scottsbluff Drain these plat are also being final platted and rezoned to allow for residential development of the property. The Developer is also asking for a paving district for Five Oaks Drive which will give access for the lots, water and sewer is in place.

BOARD/COMMISSION RECOMMENDATION: At a regular meeting held on May 12, 2014 the Planning Commission gave positive recommendation for annexation of Lots 1-3 & Tract 2, Block 6 and Lot 8, Tract 1, Block 14, Five Oaks Subdivision into the City's corporate limits.

STAFF RECOMMENDATION: Approval of annexation request to approve the ordinance for annexation of Lots 1-3 & Tract 2, Block 6 and Lot 8, Tract 1, Block 14, Five Oaks Subdivision into the City's Corporate Limits for filing with the Register of Deeds.

EXHIBITS

Resolution Ordinance x Contract Minutes x Plan/Map x

Other (specify) ☐ _____

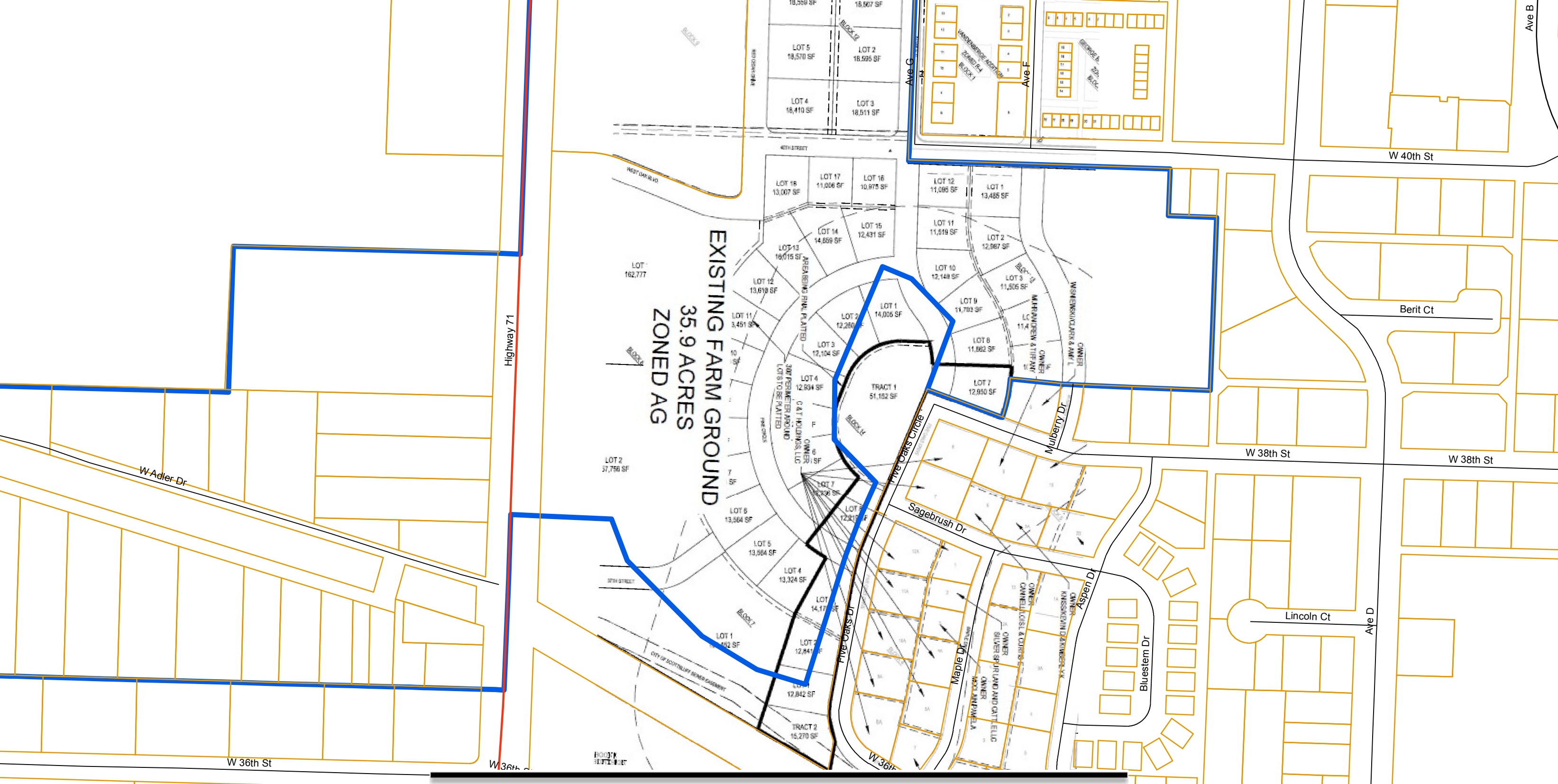
NOTIFICATION LIST: Yes No ☐ Further Instructions ☐

Jason & Sami Webb

APPROVAL FOR SUBMITTAL: _____

City Manager

Rev 3/1/99CClerk



ORDINANCE NO. _____

AN ORDINANCE ANNEXING CERTAIN REAL ESTATE LOCATED IN THE NORTHWEST QUARTER OF SECTION 14, TOWNSHIP 22 NORTH, RANGE 55 WEST OF THE SIXTH PRINCIPAL MERIDIAN, SCOTTS BLUFF COUNTY, NEBRASKA, PLATTED AND NOW KNOWN AS LOTS 1-3 AND TRACT 2, BLOCK 6 AND LOT 8 AND TRACT 1, BLOCK 14, OF FIVE OAKS SUBDIVISION, CITY OF SCOTTSBLUFF, SCOTTS BLUFF COUNTY, NEBRASKA.

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

Section 1. The owners of the following described real estate (the "real estate") have filed a written request that the real estate be annexed into the City of Scottsbluff, Nebraska (the "City"). The real estate described below is hereby found and declared to be contiguous and adjacent to the corporate limits of the City, to be urban or suburban in character, and not to be agricultural land which is rural in character:

A parcel of land known as annexation boundary for Lots 1-3 and Tract 2, Block 6, and Lot 8 and Tract 1, Block 14 of the Five Oaks final plat, containing 33,767 sq. ft. (0.775 acres), more or less, in the Northwest Quarter of Section 14, Township 22 North, Range 55 West, of the 6th Principal Meridian, in Scotts Bluff County, Nebraska, said tract or parcel being more particularly described as follows:

COMMENCING at the Northwest corner of Section 14, Township 22 North, Range 55 West, of the 6th Principal Meridian, being a found 1" diameter steel bolt, flush in the surface of Highway 71, stamped in part "survey mark", Whence the West sixteenth of said Section 14, being a found 3 1/4" diameter aluminum cap, flush in the surface of 42nd street, stamped in part "Baker & Associates Inc, PLS 731", Bears South 88°13'30" East, a distance of 1326.35 feet; thence South 20°16'36" East, a distance of 1783.86' feet to the **POINT OF BEGINNING**;

Thence North 38°14'05" East, a distance of 181.76 feet;

Thence South 44°35'28 " East, a distance of 47.65 feet;

Thence South 23°24'18" West, a distance of 95.61 feet;

Thence South 20°05'50" West, a distance of 86.55 feet;

Thence South 16°47'22" West, a distance of 307.56 feet;

Thence North 73°30'45" West, a distance of 75.73 feet;

Thence North 18°00'06" East, a distance of 184.60 feet;

Thence North 29°17'26" East, a distance of 146.00 feet;

Thence on the arc of a curve to the right, a radius of 349.00 feet, a central angle of 08°56'40", a distance of 54.48 feet, (a chord bearing North 56°14'15" West, a distance of 54.43 feet), more or less, to the **POINT OF BEGINNING**.

The above described parcel contains 33,767 sq. ft. (0.775 acres), more or less.

BASIS OF BEARINGS: All bearings are based on the line connecting the Northwest corner of Section 14, Township 22 North, Range 55 West, of the 6th Principal Meridian and the West sixteenth corner of

said Section 14, being a **GRID** bearing of **South 88°13' 30'' East** a distance of **1326.35' feet** as obtained from a global positioning system (GPS) survey based on the Nebraska High Accuracy Reference Network (NHARN). Said grid bearing is NAD 83 (2011) Nebraska State Plane Zone 2600.

Section 2. The real estate described in paragraph 1 is hereby annexed to and included within the corporate limits of the City, and hereafter shall be and remain a part of the City for all purposes whatsoever.

Section 3. The owners, occupants and users of the real estate described in paragraph 1 shall be entitled to all the rights and privileges, and subject to all the laws, ordinances, rules and regulations of the City. Such owners, occupants and users shall receive substantially the benefits of other owners, occupants and users of lands within the City as soon as practical and adequate plans and necessary City Council action, if any, to furnish such benefits as police, fire, snow removal and water service shall be adopted as provided in Neb. Rev. Stat. §16-120 (Reissue 2012).

Section 4. This Ordinance shall become effective upon its passage, approval and publication as provided by law.

PASSED AND APPROVED on _____, 2014.

Mayor

ATTEST:

City Clerk (Seal)

City of Scottsbluff, Nebraska

Monday, May 19, 2014

Regular Meeting

Item Finance1

Council discussion and directions to staff regarding revenue assumptions for the FY 2015 budget.

Staff Contact: Renae Griffiths, Finance Director

Agenda Statement

Item No.

For meeting of: **May 19, 2014**

AGENDA TITLE: Discussion and direction to staff regarding revenue assumptions for the FY 2015 budget.

SUBMITTED BY DEPARTMENT/ORGANIZATION: Finance

PRESENTATION BY: Rick Kuckkahn

SUMMARY EXPLANATION: The revenue committee met on May 6, 2014 to discuss assumptions to be used for general fund revenues with the largest revenue factors being sales tax and the NPPD lease payment. Attached are the recommendations by the committee for general fund revenues and the data used for the committee meeting. The committee also asked for equity in cash trend for general, economic development, and debt service funds along with capital purchases for the last 10 years.

BOARD/COMMISSION RECOMMENDATION:

STAFF RECOMMENDATION:

EXHIBITS

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

Other (specify) ☒ revenue committee recommendations and revenue data

NOTIFICATION LIST: Yes ☐ No ☐ Further Instructions ☐

APPROVAL FOR SUBMITTAL: _____
City Manager

Rev 3/1/99CClerk

City of Scottsbluff
Revenue committee information
05/19/2014

Committee recommendations:

Sales tax - general fund

FY14 est/actual	4,375,000	first 7 months actual plus 0% growth on final 5 months (based on FY13 actual)
FY15 budget	4,375,000	0% growth on FY14 estimated/actual amount

NOTE: Budget for general fund sales tax FY14 is \$4,636,075

NPPD lease

FY14 est/actual	2,530,000	first 6 months actual plus 0% growth on final 6 months (based on FY12 actual)
FY15 budget	2,400,000	FY12 actual

NOTE: NPPD informed us that we need to assume a decline in the lease payment back to FY12 numbers. The sugar factory was using NPPD's power and are now back on their own power source so that will significantly effect the amounts. Budget for FY14 is \$2,708,220

The revenue committee requested two additional pieces of information be provided at this time:

- 1) Trend line to show equity in cash balances for the last 10 fiscal years for general, economic development, and debt services funds.
- 2) Acquired assets for the last 10 fiscal years. Reports are attached that show by fiscal year asset purchases and the department that owns them. The report will not show how the purchase was funded as some may have been via capital lease paid by debt service and some were budgeted purchases in the respective funds.



Budget Worksheet

Account Summary

For Fiscal: 2013-2014 Period Ending: 03/31/2014

		Defined Budgets							
		2011-2012 Total Budget	2011-2012 Total Activity	2012-2013 Total Budget	2012-2013 Total Activity	2013-2014 Total Budget	2013-2014 YTD Activity FY14	2013-2014 EST/ACTUAL	2014-2015 FY2015 DRAFT
Category: 400 - Taxes									
111-41111-000	PROPERTY TAX-GENERAL	175,000.00	162,524.12	175,000.00	165,680.89	175,000.00	27,316.66	165,000.00	175,000.00
111-41111-111	PROPERTY TAX-GENERAL	0.00	3,516.71	0.00	-6,738.37	0.00	5,396.19	0.00	0.00
111-41112-000	CITY SALES TAX	4,307,550.00	4,532,155.63	4,455,000.00	4,454,756.95	4,636,075.00	2,219,894.75	4,375,000.00	4,375,000.00
111-41114-000	POLITICAL SUBD. TAX	0.00	0.00	0.00	2,870.30	0.00	0.00	0.00	0.00
111-41115-000	FRANCHISE TAX	170,000.00	315,492.10	180,000.00	196,058.33	194,000.00	143,596.37	194,000.00	194,000.00
111-41116-000	OTHER OCCUPATION TAX	23,000.00	315.00	23,000.00	0.00	23,000.00	0.00	23,000.00	0.00
111-41116-111	OTHER OCCUPATION TAX	0.00	60.00	0.00	115.00	0.00	0.00	0.00	0.00
111-41116-115	OTHER OCCUPATION TAX	0.00	23,701.00	0.00	22,348.00	0.00	8,250.00	0.00	23,000.00
111-41118-000	HOMESTEAD EXEMPTION	30,000.00	31,583.13	30,000.00	45,050.50	31,500.00	7,761.02	40,000.00	40,000.00
111-41119-000	PRORATE MTR VEH TAX	3,700.00	3,849.48	3,500.00	4,450.63	3,500.00	1,443.78	4,500.00	4,500.00
111-41120-000	MUNI EQUALIZATION PMT	0.00	532.62	0.00	7,585.82	47,558.00	13,180.26	47,558.00	47,558.00
111-41130-000	STATE PROP. TAX CREDIT	0.00	5,830.59	0.00	8,150.24	0.00	2,733.21	8,000.00	0.00
111-41131-000	IN LIEU OF TAXES	41,700.00	47,078.73	42,000.00	69,614.80	69,615.00	0.00	70,000.00	70,000.00
111-41141-000	MOTOR VEHICLE TAX	60,000.00	61,312.08	60,000.00	45,667.47	60,000.00	18,909.68	60,000.00	60,000.00
111-94600-111	FRANCHISE TAX	0.00	-108,881.57	0.00	0.00	0.00	0.00	0.00	0.00
Category 400 - Taxes Total:		4,810,950.00	5,079,069.62	4,968,500.00	5,015,610.56	5,240,248.00	2,448,481.92	4,987,058.00	4,989,058.00
Category: 412 - Intergovernmental									
111-43105-142	GRANT	0.00	0.00	0.00	-7,483.80	0.00	0.00	0.00	0.00
111-43105-171	GRANT	0.00	460.00	0.00	-460.00	0.00	0.00	0.00	0.00
111-43148-142	WING	0.00	0.00	0.00	0.00	0.00	7,275.54	7,300.00	0.00
111-43152-142	HIDTA GRANT - POLICE	59,122.00	0.00	0.00	94,806.05	0.00	62,618.75	63,000.00	0.00
111-90400-142	HIDTA GRANT - POLICE	0.00	51,525.54	0.00	0.00	0.00	0.00	0.00	0.00
Category 412 - Intergovernmental Total:		59,122.00	51,985.54	0.00	86,862.25	0.00	69,894.29	70,300.00	0.00
Category: 420 - Charges for Services									
111-42111-000	PHOTOCOPIES	7,500.00	0.00	8,000.00	0.00	8,000.00	0.00	0.00	0.00
111-42111-142	PHOTOCOPIES	0.00	2,159.54	0.00	1,939.45	0.00	1,100.00	2,000.00	2,000.00
111-42111-151	PHOTOCOPIES	0.00	7,140.47	0.00	8,505.90	0.00	3,812.40	8,500.00	8,500.00

Budget Worksheet

For Fiscal: 2013-2014 Period Ending: 03/31/2014

		Defined Budgets							
		2011-2012 Total Budget	2011-2012 Total Activity	2012-2013 Total Budget	2012-2013 Total Activity	2013-2014 Total Budget	2013-2014 YTD Activity	2013-2014 FY14 EST/ACTUAL	2014-2015 FY2015 DRAFT
111-42112-000	LOST BOOKS & FINES	3,000.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
111-42112-151	LOST BOOKS & FINES	0.00	5,489.38	0.00	4,393.60	4,000.00	3,241.40	4,000.00	4,000.00
111-42201-000	CAMPGROUND FEES	25,000.00	2,470.00	29,000.00	923.42	0.00	0.00	0.00	0.00
111-42201-171	CAMPGROUND FEES	0.00	29,124.82	0.00	27,373.14	25,000.00	0.00	27,000.00	27,000.00
111-42202-000	RECREATION FEES	20,000.00	0.00	20,000.00	0.00	0.00	0.00	0.00	0.00
111-42202-172	RECREATION FEES	0.00	2,212.00	0.00	20,688.50	20,600.00	640.00	21,600.00	21,600.00
111-42203-000	POOL REVENUES	50,000.00	0.00	60,500.00	0.00	0.00	0.00	0.00	0.00
111-42203-172	POOL REVENUES	0.00	500.00	0.00	59,645.03	60,500.00	2,172.25	60,500.00	60,500.00
111-42204-000	POOL REVENUE-NONTAXABLE	12,000.00	0.00	10,500.00	0.00	0.00	0.00	0.00	0.00
111-42204-172	POOL REVENUE-NONTAXABLE	0.00	0.00	0.00	13,004.82	10,500.00	2,139.50	10,500.00	10,500.00
111-42205-000	POOL PASSES	31,000.00	0.00	34,600.00	0.00	0.00	0.00	0.00	0.00
111-42205-172	POOL PASSES	0.00	39,665.00	0.00	36,664.50	34,600.00	0.00	35,000.00	35,000.00
111-42206-171	PARK SHELTER/EVENT FEE	0.00	6,670.50	2,000.00	5,084.50	2,000.00	500.00	5,000.00	5,000.00
111-42207-000	CONCESSION STAND SALES	13,500.00	0.00	14,000.00	0.00	0.00	0.00	0.00	0.00
111-42207-172	CONCESSION STAND SALES	0.00	350.00	0.00	17,331.52	15,000.00	0.00	15,000.00	15,000.00
111-42301-000	FILING FEES	2,500.00	108.00	2,400.00	0.00	0.00	144.00	0.00	0.00
111-42301-121	FILING FEES	0.00	1,827.00	0.00	3,168.00	2,400.00	1,572.00	2,400.00	2,400.00
111-42302-000	PERMITS	87,500.00	0.00	90,000.00	0.00	0.00	0.00	0.00	0.00
111-42302-121	PERMITS	0.00	131,820.79	0.00	103,371.89	95,000.00	28,776.89	100,000.00	100,000.00
111-42303-121	COMMERCIAL ELEC PERMITS	5,000.00	7,123.52	5,000.00	3,166.53	5,000.00	1,334.31	3,500.00	3,500.00
111-42401-000	VEHICLE IMPOUNDING FEES	10,000.00	0.00	10,000.00	0.00	0.00	0.00	0.00	0.00
111-42401-142	VEHICLE IMPOUNDING FEES	0.00	10,662.00	0.00	8,508.00	10,000.00	3,930.00	10,000.00	10,000.00
111-42403-000	FINGER PRINTS	1,100.00	0.00	1,100.00	0.00	0.00	0.00	0.00	0.00
111-42403-142	FINGER PRINTS	0.00	996.50	0.00	1,447.50	1,100.00	472.50	1,100.00	1,100.00
111-42404-000	HANDGUN PERMITS	800.00	0.00	850.00	0.00	0.00	0.00	0.00	0.00
111-42404-142	HANDGUN PERMITS	0.00	1,125.00	0.00	1,494.50	1,200.00	712.50	1,200.00	1,200.00
111-42405-000	ALCOHOL TESTS	5,000.00	0.00	3,000.00	0.00	0.00	0.00	0.00	0.00
111-42405-142	ALCOHOL TESTS	0.00	4,045.00	0.00	2,602.00	4,000.00	2,831.75	4,000.00	4,000.00
111-42406-000	ALARMS	2,000.00	0.00	1,600.00	0.00	0.00	0.00	0.00	0.00
111-42406-142	ALARMS	0.00	1,100.00	0.00	1,699.50	1,600.00	2,200.00	2,500.00	2,500.00
111-42407-000	WITNESS FEES	750.00	0.00	500.00	0.00	0.00	0.00	0.00	0.00

Budget Worksheet

For Fiscal: 2013-2014 Period Ending: 03/31/2014

		Defined Budgets							
		2011-2012 Total Budget	2011-2012 Total Activity	2012-2013 Total Budget	2012-2013 Total Activity	2013-2014 Total Budget	2013-2014 YTD Activity	2013-2014 FY14 EST/ACTUAL	2014-2015 FY2015 DRAFT
111-42407-142	WITNESS FEES	0.00	113.32	0.00	316.65	500.00	250.60	500.00	500.00
111-42409-000	MONEY ESCORTS	900.00	0.00	1,200.00	0.00	0.00	0.00	0.00	0.00
111-42409-142	MONEY ESCORTS	0.00	1,090.00	0.00	820.00	1,000.00	280.00	1,000.00	1,000.00
111-42410-000	POLICE SERV-TERRYTOWN	92,200.00	0.00	92,200.00	0.00	0.00	0.00	0.00	0.00
111-42410-142	POLICE SERV-TERRYTOWN	0.00	92,379.96	0.00	92,199.96	92,200.00	46,099.98	92,200.00	92,200.00
111-42411-142	EMERGENCY MGMT REIMB	50,000.00	26,279.42	65,000.00	75,348.88	65,000.00	37,830.14	65,000.00	65,000.00
111-42412-000	ATV PERMITS	350.00	0.00	350.00	0.00	0.00	0.00	0.00	0.00
111-42412-142	ATV PERMITS	0.00	525.00	0.00	575.00	350.00	175.00	500.00	500.00
111-42501-000	FIRE INSPECTIONS	2,000.00	0.00	2,500.00	0.00	0.00	0.00	0.00	0.00
111-42501-141	FIRE INSPECTIONS	0.00	1,742.50	0.00	1,777.50	2,500.00	675.00	1,800.00	1,800.00
111-42502-000	HAZMAT	7,500.00	0.00	7,000.00	0.00	0.00	0.00	0.00	0.00
111-42502-141	HAZMAT	0.00	7,594.61	0.00	5,943.15	7,000.00	5,709.08	7,000.00	7,000.00
111-43153-142	SCHOOL SRO MATCH	16,000.00	24,042.40	20,000.00	22,535.95	23,000.00	16,000.10	23,000.00	23,000.00
111-49231-000	BALLFIELD MAINT CHARGE	2,500.00	0.00	2,500.00	0.00	0.00	0.00	0.00	0.00
111-49231-171	BALLFIELD MAINT CHARGE	0.00	5,500.00	0.00	5,500.00	4,000.00	0.00	4,000.00	4,000.00
111-90500-172	POOL REVENUES	0.00	18,674.65	0.00	0.00	0.00	0.00	0.00	0.00
111-90501-172	POOL REVENUE-NONTAXABLE	0.00	11,937.36	0.00	0.00	0.00	0.00	0.00	0.00
111-90502-172	CONCESSION STAND SALES	0.00	2,863.01	0.00	0.00	0.00	0.00	0.00	0.00
111-90601-172	POOL REVENUES	0.00	45,259.78	0.00	0.00	0.00	0.00	0.00	0.00
111-90603-172	CONCESSION STAND SALES	0.00	14,443.49	0.00	0.00	0.00	0.00	0.00	0.00
111-92700-172	RECREATION FEES	0.00	125.00	0.00	0.00	0.00	0.00	0.00	0.00
111-93400-142	EMERGENCY MGMT REIMB	0.00	40,366.09	0.00	0.00	0.00	0.00	0.00	0.00
111-96600-172	RECREATION FEES	0.00	23,092.50	0.00	0.00	0.00	0.00	0.00	0.00
Category 420 - Charges for Services Total:		448,100.00	570,618.61	483,800.00	526,029.39	496,050.00	162,599.40	508,800.00	508,800.00
Category: 450 - Contributions & Donations									
111-44111-142	CONTRIBUTIONS	0.00	29,943.00	0.00	0.00	0.00	0.00	0.00	0.00
Category 450 - Contributions & Donations Total:		0.00	29,943.00	0.00	0.00	0.00	0.00	0.00	0.00
Category: 460 - Investment Income									
111-47111-000	INTEREST EARNINGS	10,000.00	12,841.78	11,000.00	25,949.10	11,000.00	4,225.81	9,000.00	0.00
111-47111-171	INTEREST EARNINGS	0.00	2.76	0.00	2.01	0.00	0.63	0.00	9,000.00
111-47312-000	CHANGE IN FMV OF INVEST	0.00	2,667.14	0.00	-12,166.87	0.00	0.00	0.00	0.00
Category 460 - Investment Income Total:		10,000.00	15,511.68	11,000.00	13,784.24	11,000.00	4,226.44	9,000.00	9,000.00

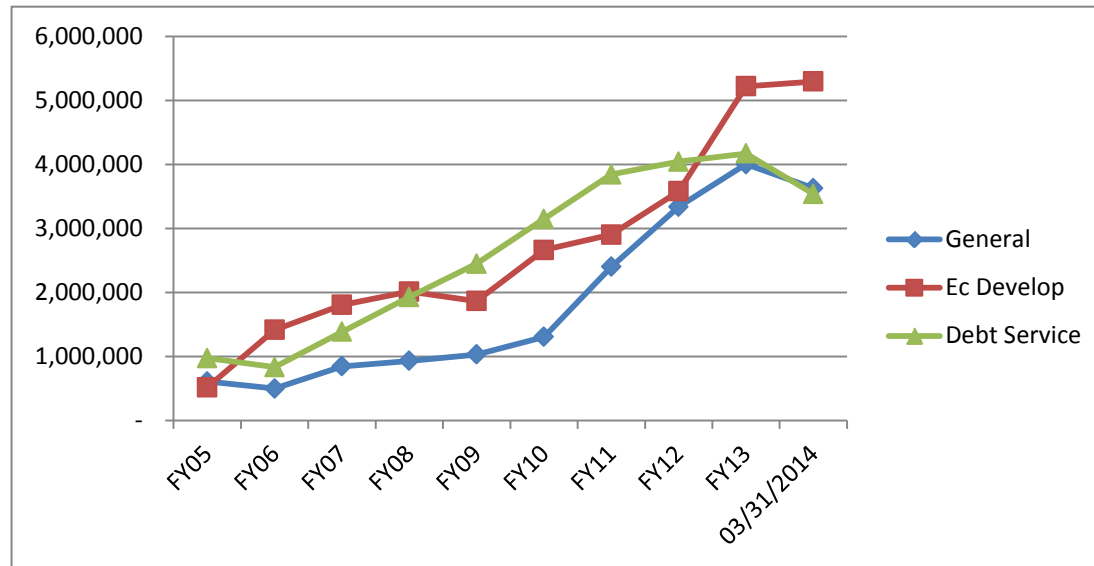
Budget Worksheet

For Fiscal: 2013-2014 Period Ending: 03/31/2014

		Defined Budgets						
		2011-2012	2011-2012	2012-2013	2012-2013	2013-2014	2013-2014	2014-2015
		Total Budget	Total Activity	Total Budget	Total Activity	Total Budget	YTD Activity FY14	EST/ACTUAL FY2015 DRAFT
Category: 470 - Miscellaneous Revenues								
111-45998-000	GAIN/LOSS ON SALE ASSET	0.00	-574.15	0.00	0.00	0.00	0.00	0.00
111-46112-000	LEASE PAYMENTS	0.00	17.00	0.00	0.00	0.00	0.00	0.00
111-46121-142	SALE OF TAXABLE ASSETS	0.00	400.00	0.00	184.02	0.00	150.00	200.00
111-46131-000	SALE OF ASSETS	5,000.00	92,896.26	5,000.00	335.00	5,000.00	0.00	0.00
111-46131-111	SALE OF ASSETS	0.00	-68,803.26	0.00	324.00	0.00	0.00	0.00
111-46131-121	SALE OF ASSETS	0.00	51.00	0.00	364.50	0.00	5.00	10.00
111-46131-141	SALE OF ASSETS	0.00	10,352.02	0.00	1,755.00	0.00	0.00	0.00
111-46131-142	SALE OF ASSETS	0.00	5,070.75	0.00	17,250.00	0.00	16,300.00	16,300.00
111-46131-171	SALE OF ASSETS	0.00	5,685.63	0.00	0.00	0.00	0.00	0.00
111-49111-000	MISCELLANEOUS	10,000.00	5,032.63	10,000.00	4,353.93	10,000.00	16,122.31	8,760.00
111-49111-111	MISCELLANEOUS	0.00	7,154.65	0.00	26,615.48	0.00	-8,240.17	0.00
111-49111-112	MISCELLANEOUS	0.00	629.00	0.00	612.00	0.00	1,008.00	1,010.00
111-49111-141	MISCELLANEOUS	0.00	1,105.00	0.00	1,557.00	0.00	246.00	250.00
111-49111-151	MISCELLANEOUS	0.00	164.00	0.00	212.00	0.00	108.00	110.00
111-49111-171	MISCELLANEOUS	0.00	272.60	0.00	4.50	0.00	428.25	450.00
111-49111-172	MISCELLANEOUS	0.00	307.75	0.00	612.30	0.00	0.00	0.00
111-49121-000	REFUND MISCELLANEOUS	500.00	0.00	500.00	0.00	500.00	0.00	0.00
111-49121-115	REFUND MISCELLANEOUS	0.00	485.82	0.00	674.67	0.00	204.54	205.00
111-49121-121	REIMB/CITY OF ALLIANCE	0.00	0.00	0.00	28,858.91	0.00	0.00	0.00
111-49121-151	REFUND MISCELLANEOUS	0.00	0.00	0.00	10,000.00	0.00	0.00	0.00
111-49224-000	REIMBURSEMENT-SCHOOL	10,000.00	0.00	10,000.00	0.00	0.00	0.00	0.00
111-49224-142	REIMBURSEMENT-SCHOOL	8,000.00	4,932.48	8,000.00	7,018.95	7,000.00	3,284.40	7,000.00
111-49224-172	REIMBURSEMENT-SCHOOL	0.00	0.00	0.00	18,665.91	20,000.00	22,291.78	22,300.00
111-49227-142	DAMAGE REIMBURSEMENT	0.00	0.00	0.00	657.70	0.00	0.00	0.00
111-90503-172	REIMBURSEMENT-SCHOOL	0.00	21,457.53	0.00	0.00	0.00	0.00	0.00
111-90701-191	MISCELLANEOUS	0.00	11,087.89	0.00	0.00	0.00	0.00	0.00
Category 470 - Miscellaneous Revenues Total:		33,500.00	97,724.60	33,500.00	120,055.87	42,500.00	51,908.11	56,595.00
Category: 480 - Other Financing Uses								
111-45901-000	TRANS FROM OTHER FUNDS	180,000.00	178,200.00	177,000.00	177,000.00	177,000.00	88,500.00	88,500.00
111-45905-000	TRANSFER FROM PUB SAFE	0.00	57,607.77	0.00	0.00	0.00	0.00	0.00

		Defined Budgets						
		2011-2012	2011-2012	2012-2013	2012-2013	2013-2014	2013-2014	2014-2015
		Total Budget	Total Activity	Total Budget	Total Activity	Total Budget	YTD Activity FY14 EST/ACTUAL	FY2015 DRAFT
111-45909-000	TRANSFER FROM ELECTRIC	2,280,900.00	2,397,457.84	2,797,500.00	2,995,493.56	2,708,220.00	1,416,218.40	2,400,000.00
Category 480 - Other Financing Uses Total:		2,460,900.00	2,633,265.61	2,974,500.00	3,172,493.56	2,885,220.00	1,504,718.40	2,488,500.00
Report Total:		7,822,572.00	8,478,118.66	8,471,300.00	8,934,835.87	8,675,018.00	4,241,828.56	8,037,858.00

City of Scottsbluff
Equity in Cash
Budget - FY15



	FY05	FY06	FY07	FY08	FY09	FY10	FY11	FY12	FY13	03/31/2014
General	606,346	495,776	843,088	928,433	1,028,811	1,305,091	2,399,856	3,336,121	4,000,892	3,626,914
Ec Develop	517,330	1,414,602	1,805,126	2,010,228	1,862,744	2,661,361	2,901,475	3,579,197	5,218,265	5,293,360
Debt Service	970,931	831,491	1,383,164	1,927,328	2,446,330	3,145,320	3,842,116	4,041,327	4,168,327	3,536,187

City of Scottsbluff - revenue committee

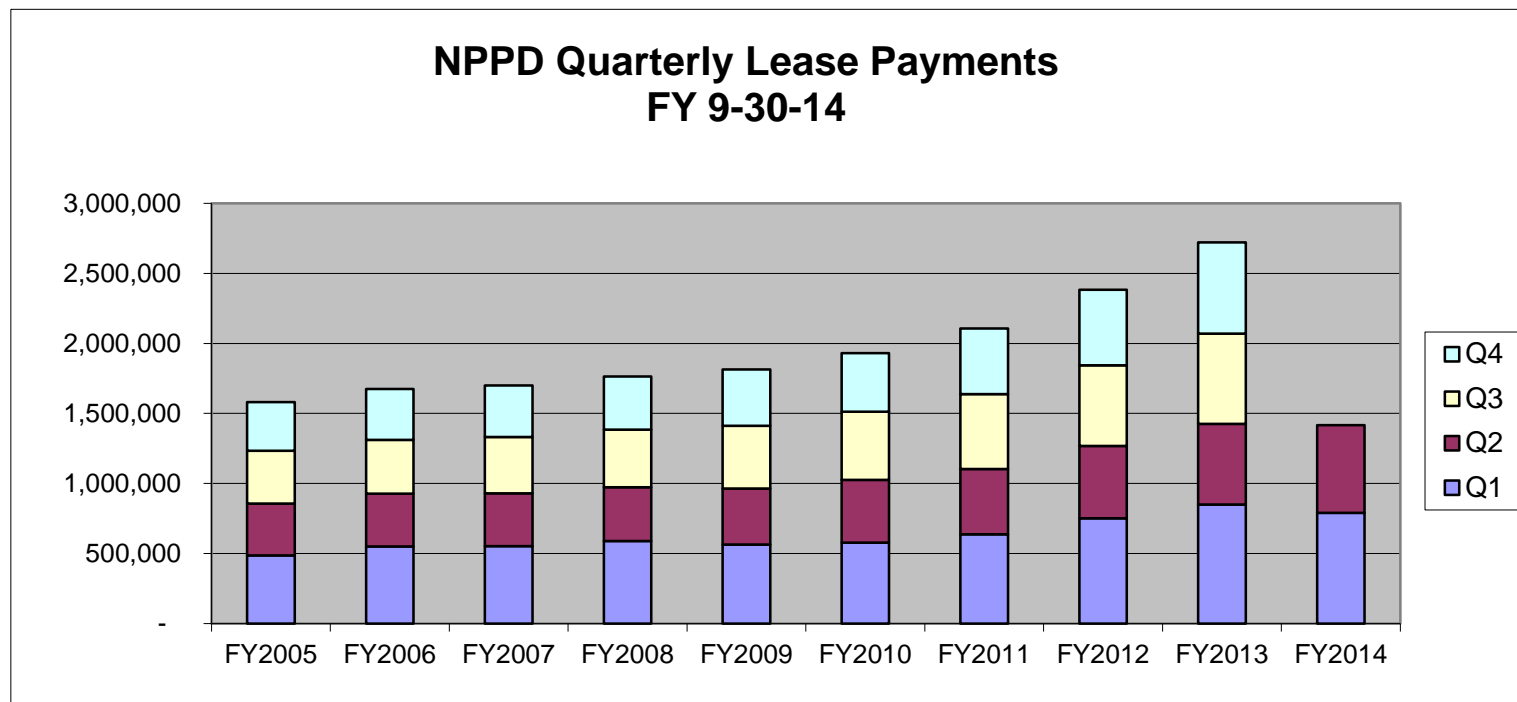
Sales tax receipts to date

9-30-14

	FY 2005	FY 2006	FY 2007	FY 2008	FY 2009	FY 2010	FY 2011	FY 2012	FY 2013	FY 2014	\$ Increase	% Increase
October	\$ 369,624	\$ 381,978	\$ 417,886	\$ 427,884	\$ 435,673	\$ 459,351	\$ 485,912	\$ 497,312	\$ 565,064	\$ 480,527	(84,537)	-17.00%
November	342,745	364,523	385,106	392,483	414,520	458,412	498,410	470,836	499,509	470,403	(29,106)	-6.18%
December	346,941	399,567	369,830	392,693	409,839	432,230	468,457	442,295	501,152	474,874	(26,278)	-5.94%
January	362,498	403,493	419,067	422,109	410,614	443,985	448,158	477,827	485,333	468,877	(16,456)	-3.44%
February	545,888	520,197	566,302	520,488	555,610	538,677	544,198	584,443	584,151	545,110	(39,041)	-6.68%
March	336,514	351,183	391,535	370,346	409,160	404,391	409,965	421,661	428,959	408,013	(20,946)	-4.97%
April	347,364	346,303	400,484	394,697	415,893	404,198	392,137	441,498	442,078	422,014	(20,064)	-4.54%
May	363,271	372,562	471,491	405,357	445,294	436,340	484,089	494,557	478,223	-		0.00%
June	366,560	362,569	411,647	403,185	412,072	437,888	453,467	455,304	433,688	-		0.00%
July	392,206	393,612	426,786	422,173	447,670	438,358	457,142	483,313	495,854	-		0.00%
August	426,194	408,515	454,390	471,683	423,683	488,098	490,232	511,985	485,304	-		0.00%
September	371,974	385,466	421,913	451,253	455,168	536,816	448,670	537,031	489,790	-		0.00%
1st 6 mos.	\$ 2,304,210	\$ 2,420,941	\$ 2,549,726	\$ 2,526,003	\$ 2,635,416	\$ 2,737,046	\$ 2,855,100	\$ 2,894,374	\$ 3,064,168	\$ 2,847,804	(236,428)	-7.72%
FY total	\$ 4,571,779	\$ 4,689,968	\$ 5,136,437	\$ 5,074,351	\$ 5,235,196	\$ 5,478,744	\$ 5,580,837	\$ 5,818,062	\$ 5,889,105	\$ 3,269,818		
FY budget	\$ 4,372,000	\$ 4,780,000	\$ 4,947,000	\$ 5,168,800	\$ 5,087,173	\$ 5,205,500	\$ 5,298,200	\$ 5,530,550	\$ 5,685,000	\$ 6,077,265		
total budget for FY 2014							6,077,265					
% of actual to budget							53.80%					
% of year gone by							50.00%					
Fund breakdown first 6 months:												
General									2,330,930	2,219,894	(111,036)	-4.76%
Transportation									222,747	153,754	(68,993)	-30.97%
Economic development									510,491	474,156	(36,335)	-7.12%
									3,064,168	2,847,804	(216,364)	

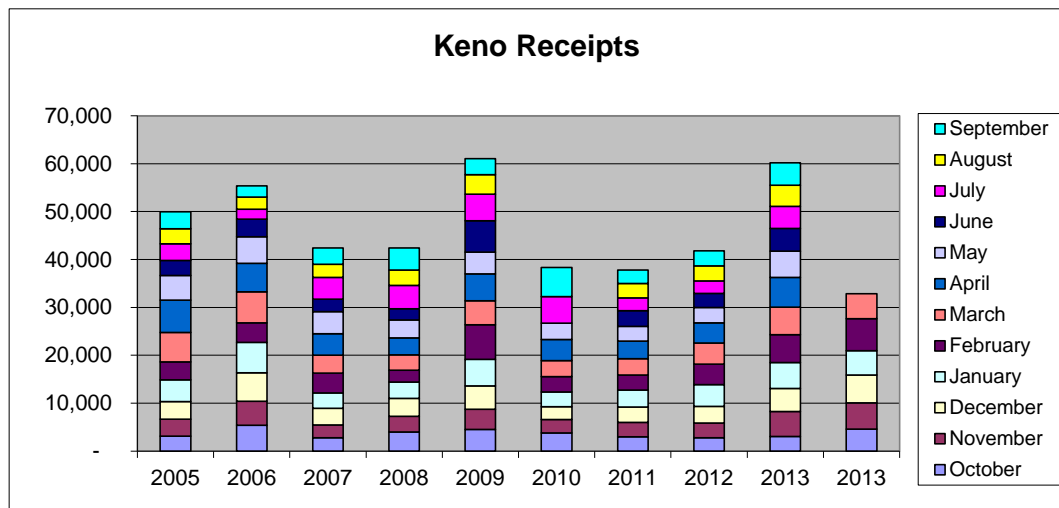
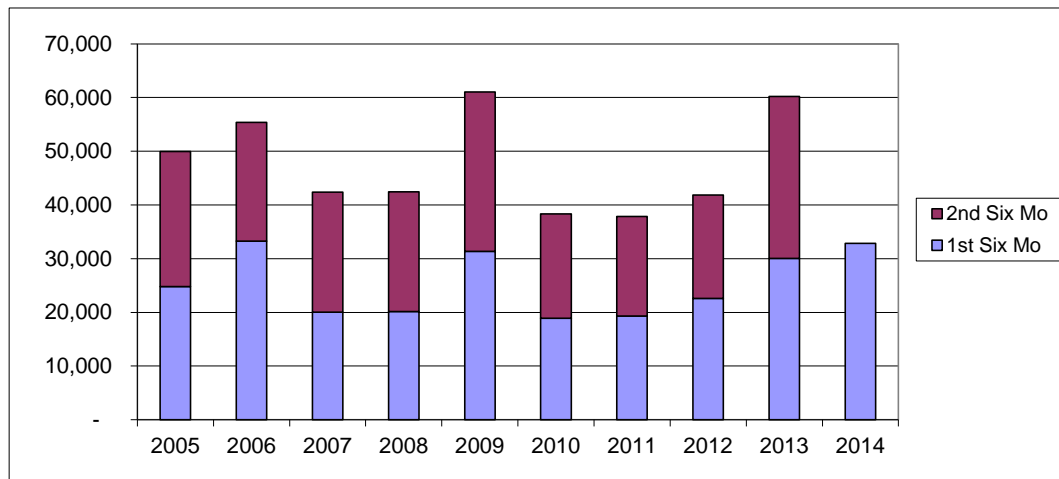
City of Scottsbluff - revenue committee
NPPD lease payments
Fiscal year ended 9-30-14

	FY2005	FY2006	FY2007	FY2008	FY2009	FY2010	FY2011	FY2012	FY2013	FY2014
Q1	486,146	549,078	553,085	588,210	564,093	577,256	637,647	750,799	848,577	790,323
Q2	370,787	377,718	375,557	385,016	400,268	447,255	466,627	517,437	577,891	625,895
Q3	375,686	383,716	403,861	411,317	447,176	487,436	533,442	574,619	642,817	-
Q4	348,734	363,682	368,418	379,532	403,540	419,782	468,803	540,340	652,145	-
	1,581,353	1,674,194	1,700,921	1,764,075	1,815,077	1,931,729	2,106,519	2,383,195	2,721,430	1,416,218
								13.13%	14.19%	



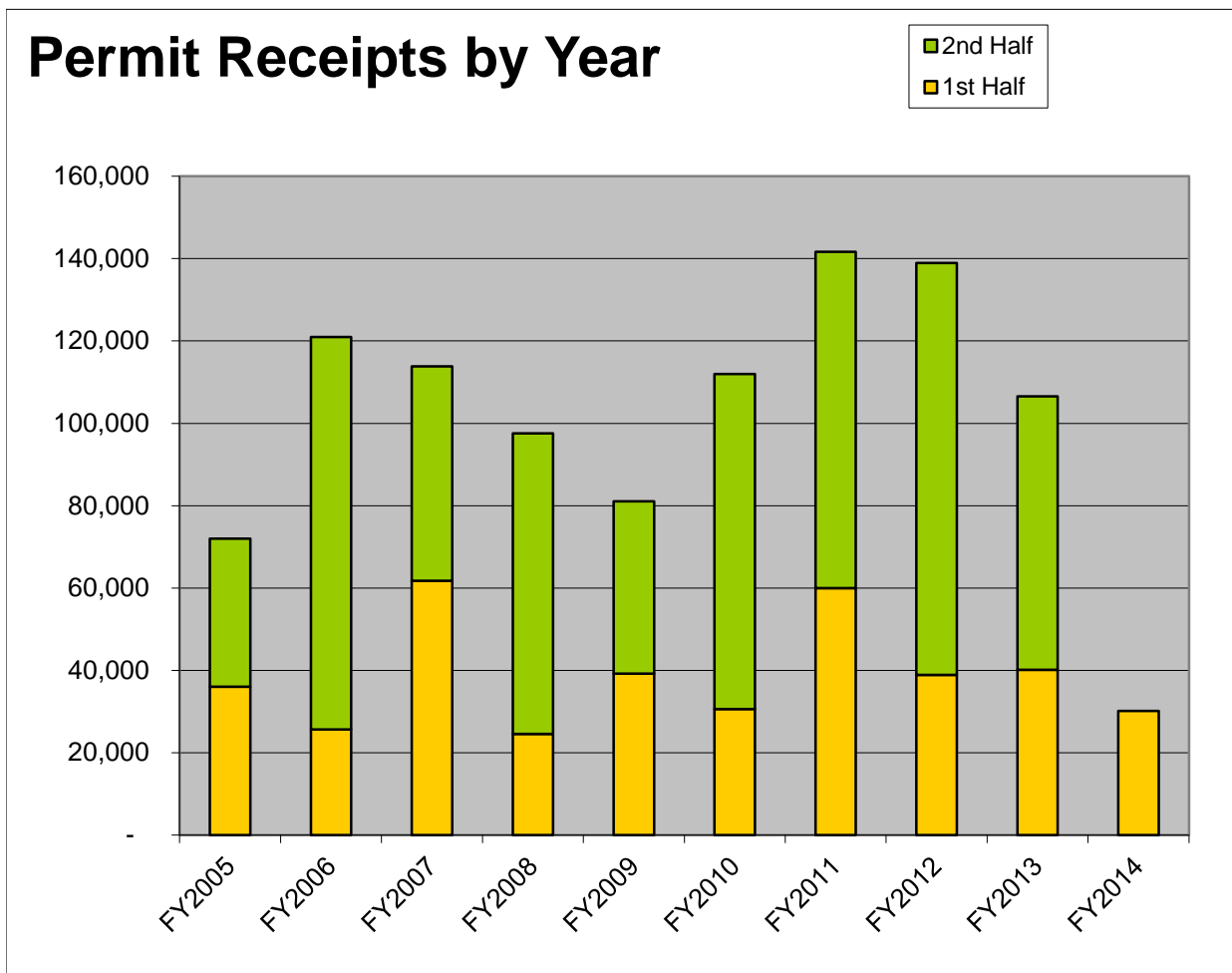
City of Scottsbluff - revenue committee
Keno receipts
9-30-14

	2005	2006	2007	2008	2009	2010	2011	2012	2013	2014
1st Six Mo	24,798	33,236	20,021	20,129	31,366	18,898	19,304	22,576	30,057	32,856
2nd Six Mo	25,136	22,119	22,392	22,302	29,665	19,456	18,527	19,254	30,123	-
Year	49,934	55,355	42,413	42,431	61,031	38,354	37,831	41,830	60,180	32,856
Change		5,421	(12,942)	18	18,600	(22,677)	(523)	3,999	18,350	(27,324)
Average increase for FY2006 - 2013									1,281	



	2005	2006	2007	2008	2009	2010	2011	2012	2013	2013
October	3,129	5,386	2,829	4,003	4,566	3,807	3,023	2,789	3,039	4,585
November	3,515	4,998	2,672	3,249	4,190	2,793	2,982	3,085	5,207	5,462
December	3,682	5,985	3,460	3,741	4,861	2,701	3,220	3,502	4,864	5,856
January	4,573	6,328	3,201	3,448	5,563	3,079	3,512	4,512	5,362	5,063
February	3,702	4,073	4,160	2,475	7,185	3,204	3,186	4,264	5,865	6,656
March	6,197	6,466	3,699	3,213	5,001	3,314	3,381	4,424	5,720	5,234
April	6,751	5,983	4,488	3,484	5,643	4,400	3,644	4,213	6,193	
May	5,139	5,557	4,617	3,780	4,542	3,444	3,089	3,178	5,528	
June	3,124	3,664	2,606	2,301	6,548	-	3,269	2,954	4,678	
July	3,496	2,029	4,514	4,877	5,568	5,494	2,698	2,625	4,619	
August	3,104	2,559	2,760	3,217	4,060	-	3,001	3,138	4,462	
September	3,522	2,327	3,407	4,643	3,304	6,118	2,826	3,146	4,643	

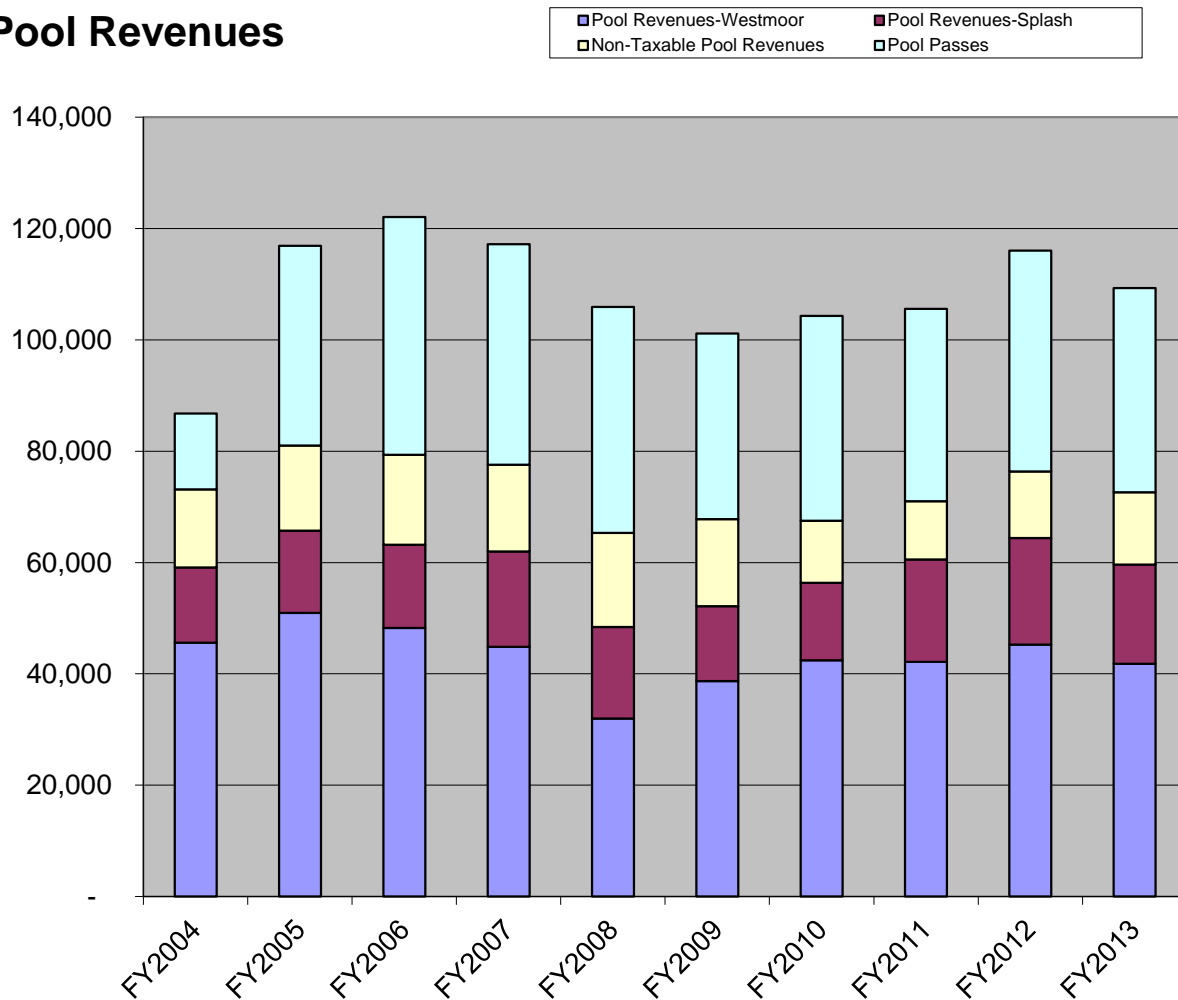
	1st Half	2nd Half	Year
FY2005	36,047	35,920	71,967
FY2006	25,651	95,314	120,965
FY2007	61,749	52,102	113,851
FY2008	24,580	72,982	97,562
FY2009	39,164	41,893	81,057
FY2010	30,567	81,413	111,980
FY2011	59,970	81,710	141,680
FY2012	38,871	100,074	138,945
FY2013	40,151	66,388	106,539
FY2014	30,111	-	30,111



City of Scottsbluff - revenue committee
Pool revenues
9-30-14

	FY2004	FY2005	FY2006	FY2007	FY2008	FY2009	FY2010	FY2011	FY2012	FY2013
Pool Revenues-Westmoor	45,576	50,941	48,232	44,836	31,975	38,724	42,468	42,155	45,260	41,834
Pool Revenues-Splash	13,512	14,809	14,985	17,184	16,473	13,421	13,895	18,406	19,174	17,811
Non-Taxable Pool Revenues	14,083	15,282	16,113	15,571	16,898	15,642	11,176	10,472	11,937	13,005
Pool Passes	13,590	35,858	42,730	39,608	40,554	33,380	36,765	34,568	39,665	36,665
Total	86,761	116,890	122,060	117,199	105,900	101,167	104,304	105,601	116,036	109,315

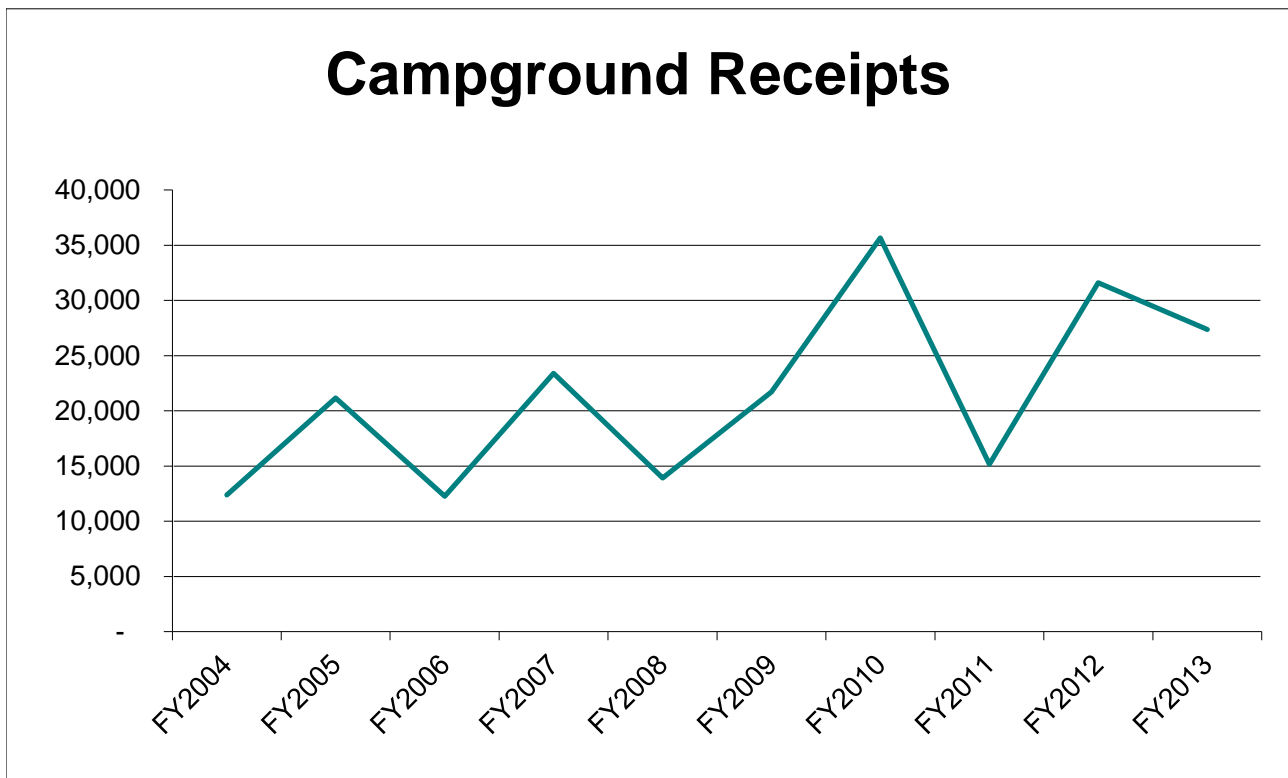
Pool Revenues



City of Scottsbluff - revenue committee
Campground revenues
9-30-14

Campground Receipts by Year

FY2004	12,385	
FY2005	21,177	
FY2006	12,259	
FY2007	23,392	
FY2008	13,932	
FY2009	21,710	
FY2010	35,664	roof contractors
FY2011	15,171	flooding
FY2012	31,595	
FY2013	27,373	





Acquired Asset Listing Report

By Asset ID

Acquired Date: 10/01/2012-09/30/2013

Active Assets: 28

Asset ID	Description	Primary Location	Class	Category	Acquisition Date	Original Cost	Net Asset Value
Department: 111 - Finance							
<u>11364</u>	CANON IMAGE RUNNER ADVANCE	111	OFEQ	N/A	04/01/2013	6,609.00	6,058.26
<u>11473</u>	HP SERVER ML350PT08	151	OFEQ	N/A	09/16/2013	6,273.00	6,273.00
Department 111 Totals:						12,882.00	12,331.26
Department: 141 - Fire							
<u>11331</u>	VHF REPEATER COMPLETE WITH A	141	EQ	N/A	03/18/2013	6,723.18	6,387.00
Department 141 Totals:						6,723.18	6,387.00
Department: 142 - Police							
<u>11312</u>	MOVING TARGET SYSTEM	142	EQ	N/A	02/18/2013	17,580.00	16,554.50
<u>11438</u>	2013 DODGE CHARGER (CAR #2)	142	VEH	N/A	09/30/2013	36,008.75	36,008.75
<u>11439</u>	2013 DODGE CHARGER (CAR #7)	142	VEH	N/A	09/30/2013	36,055.00	36,055.00
<u>11454</u>	IN CAR VIDEO SERVER/SOFTWARE/	142	EQ	N/A	08/19/2013	9,390.00	9,311.75
Department 142 Totals:						99,033.75	97,930.00
Department: 171 - Parks							
<u>11282</u>	2013 DODGE RAM PICKUP	171	VEH	N/A	01/22/2013	25,215.00	23,534.00
<u>11313</u>	2012 KUBOTA MOWER W/BLADE &	171	EQ	N/A	02/04/2013	21,683.84	18,792.64
<u>11314</u>	2012 KUBOTA MOWER W/BLADE &	171	EQ	N/A	02/04/2013	21,683.84	18,792.64
<u>11315</u>	2012 KUBOTA MOWER W/ BLADE	171	EQ	N/A	02/04/2013	21,183.84	18,359.36
<u>11365</u>	JOHN DEERE 1600 TURBO II WIDE	171	EQ	N/A	04/15/2013	50,624.46	45,562.02
Department 171 Totals:						140,390.98	125,040.66
Department: 172 - Recreation							
<u>11600</u>	NEW POOL BOILER (SPLASH)	172	EQ	N/A	08/19/2013	25,500.00	25,500.00
Department 172 Totals:						25,500.00	25,500.00
Department: 212 - Transportation							
<u>11403</u>	JOHN DEERE UTILITY TRACTOR W/	212	EQ	N/A	05/20/2013	33,979.83	32,847.15
<u>11460</u>	BROADWAY PROJECT (20TH - 27TH	212	INF	N/A	09/03/2013	209,252.76	208,380.87
<u>11566</u>	2014 FREIGHTLINER DUMP TRUCK	212	VEH	N/A	09/30/2013	122,402.00	122,402.00
Department 212 Totals:						365,634.59	363,630.02
Department: 216 - Business Improvements							
<u>10773</u>	PARKING LOT #12 (improvement)	216	INF	N/A	02/04/2013	104,411.42	100,931.02
Department 216 Totals:						104,411.42	100,931.02

Asset ID	Description	Primary Location	Class	Category	Acquisition Date	Original Cost	Net Asset Value
Department: 621 - Environmental Services							
<u>11397</u>	2013 CHEVROLET 3/4 TON 4WD PI	621	VEH	N/A	05/06/2013	23,110.00	21,734.40
<u>11429</u>	2002 SEMI VAN TRAILER	621	VEH	N/A	06/17/2013	6,000.00	5,700.00
<u>11578</u>	2014 FREIGHTLINER TRUCK	621	VEH	N/A	09/30/2013	189,999.00	189,999.00
Department 621 Totals:						219,109.00	217,433.40
Department: 631 - Wastewater							
<u>11055</u>	SEWER LINE REPLACEMENT	631	INF	N/A	06/17/2013	538,448.50	535,756.27
<u>11261</u>	RETURN ACTIVATED SLUDGE PUMP	631	EQ	N/A	12/03/2012	19,317.00	17,707.25
<u>11262</u>	2013 DODGE RAM PICKUP	631	VEH	N/A	12/17/2012	24,215.00	22,398.89
<u>11283</u>	BIOSOLIDS BELT PRESS REBUILD PR	631	EQ	N/A	07/01/2013	160,173.71	157,504.16
<u>11311</u>	FOG ANALYZER EQUIPMENT	631	EQ	N/A	02/04/2013	9,040.00	8,437.36
Department 631 Totals:						751,194.21	741,803.93
Department: 641 - Water							
<u>11263</u>	2013 DODGE RAM PICKUP	641	VEH	N/A	12/17/2012	25,909.00	23,965.81
Department 641 Totals:						25,909.00	23,965.81
Department: 661 - Stormwater							
<u>11076</u>	DITCH NORTH DRAINAGE IMPROVE	661	INF	N/A	06/17/2013	53,567.50	53,299.66
<u>11599</u>	LAND-FLOODWAY MITIGATION: PU	661	LAND	N/A	04/12/2013	72,500.00	72,500.00
Department 661 Totals:						126,067.50	125,799.66
Grand Totals:						1,876,855.63	1,840,752.76

Acquired Asset Listing Report

Summary

Acquired Date: 10/01/2012-09/30/2013

Active Asset Summary

Department	Original Cost	Net Asset Value
111 - Finance	12,882.00	12,331.26
141 - Fire	6,723.18	6,387.00
142 - Police	99,033.75	97,930.00
171 - Parks	140,390.98	125,040.66
172 - Recreation	25,500.00	25,500.00
212 - Transportation	365,634.59	363,630.02
216 - Business Improvements	104,411.42	100,931.02
621 - Environmental Services	219,109.00	217,433.40
631 - Wastewater	751,194.21	741,803.93
641 - Water	25,909.00	23,965.81
661 - Stormwater	126,067.50	125,799.66
Active Totals:	1,876,855.63	1,840,752.76



Acquired Asset Listing Report

By Asset ID

Acquired Date: 10/01/2011-09/30/2012

Active Assets: 31

Asset ID	Description	Primary Location	Class	Category	Acquisition Date	Original Cost	Net Asset Value
Department: 111 - Finance							
<u>4187</u>	SERVER-DELL POWER EDGE T	111	OFEQ	N/A	09/13/2012	7,727.50	7,651.49
<u>4188</u>	SERVER-DELL POWER EDGE T	111	OFEQ	N/A	09/13/2012	9,577.50	9,483.30
Department 111 Totals:						17,305.00	17,134.79
Department: 142 - Police							
<u>4177</u>	2013 RUBICON TRAVEL TRAI	142	VEH	N/A	06/12/2012	29,943.00	28,645.70
<u>4185</u>	2012 DODGE CHARGER - CAR	142	VEH	N/A	09/30/2012	28,761.86	28,746.14
<u>4186</u>	2012 DODGE CHARGER-CAR #	142	VEH	N/A	09/30/2012	28,845.91	28,830.15
Department 142 Totals:						87,550.77	86,221.99
Department: 171 - Parks							
<u>4166</u>	JD UTILITY TRACTOR W/LOA	171	EQ	N/A	12/02/2011	8,935.00	8,192.84
Department 171 Totals:						8,935.00	8,192.84
Department: 212 - Transportation							
<u>4167</u>	2012 DODGE RAM 1T. PICKU	212	VEH	N/A	12/22/2011	28,526.00	25,363.88
<u>4171</u>	COUGAR SMART FLOW SPRAYE	212	EQ	N/A	01/17/2012	9,393.30	8,731.17
<u>4175</u>	NEW SHOP BUILDING	212	BLD	N/A	03/31/2012	182,385.00	180,551.18
<u>4178</u>	CRAFCO TAR MELTER	212	EQ	N/A	06/04/2012	54,200.00	52,437.76
<u>4180</u>	HIWAY SALT SPREADER	212	EQ	N/A	07/02/2012	12,867.00	12,547.08
<u>4184</u>	SUGAR FACTORY RD OVERLAY	212	INF	N/A	09/30/2012	44,182.80	44,174.75
<u>4192</u>	AVE B PROJECT	212	INF	N/A	02/28/2012	1,014,250.18	1,004,273.96
Department 212 Totals:						1,345,804.28	1,328,079.78
Department: 213 - Cemetery							
<u>4169</u>	2011 KUBOTA UTILITY VEHI	213	EQ	N/A	01/11/2012	18,599.03	17,257.47
<u>4172</u>	JOHN DEERE TX 4 X 2 GATO	213	EQ	N/A	01/03/2012	5,912.93	5,473.50
<u>4173</u>	KUBOTA MOWER	213	EQ	N/A	03/16/2012	13,750.00	13,002.41
<u>4174</u>	KUBOTA MOWER	213	EQ	N/A	03/16/2012	13,750.00	13,002.41
Department 213 Totals:						52,011.96	48,735.79
Department: 218 - Public Safety							
<u>4195</u>	BOMB SUIT EOD9 ENHANCED	142	EQ	N/A	03/21/2012	15,733.00	14,899.06
<u>4196</u>	HELMET & VISOR KIT (BOMB	142	EQ	N/A	03/21/2012	10,833.00	10,258.79
<u>4197</u>	QUAD CRISIS RESPONSE MOD	142	EQ	N/A	07/12/2012	5,995.00	5,862.32
Department 218 Totals:						32,561.00	31,020.17

Asset ID	Description	Primary Location	Class	Category	Acquisition Date	Original Cost	Net Asset Value
Department: 621 - Environmental Services							
<u>4176</u>	CLEARY BLDG-RECYCLING SH	621	BLD	N/A	05/01/2012	11,249.00	11,013.88
<u>4179</u>	JOHN DEERE WHEEL LOADER	621	EQ	N/A	06/04/2012	120,348.00	116,435.05
<u>4191</u>	2013 FREIGHTLINER 108SD	621	VEH	N/A	09/27/2012	163,342.00	162,984.97
Department 621 Totals:						294,939.00	290,433.90
Department: 631 - Wastewater							
<u>4170</u>	CEMENT FLOOR IN EASTEND	631	IMP	N/A	01/12/2012	11,618.75	11,451.77
<u>4189</u>	ZOO LIFTSTATION REPLACEM	631	INF	N/A	09/30/2012	159,660.63	159,646.09
Department 631 Totals:						171,279.38	171,097.86
Department: 641 - Water							
<u>4168</u>	2012 DODGE RAM QUAD CAB	641	VEH	N/A	12/05/2011	25,357.86	22,378.65
<u>4182</u>	MAIN INSTALL ON E. 33RD	641	INF	N/A	07/16/2012	79,693.41	79,358.09
<u>4190</u>	SCADA RTU UPGRADE-PMPSTA	641	EQ	N/A	09/05/2012	5,769.44	5,728.45
<u>4193</u>	AVE B WATER MAIN RELOCAT	641	INF	N/A	02/28/2012	125,590.67	124,355.36
<u>4198</u>	SECONDARY TRANSMISSION M	641	INF	N/A	07/16/2012	596,943.26	594,850.15
Department 641 Totals:						833,354.64	826,670.70
Department: 661 - Stormwater							
<u>4194</u>	AVE B STORMWATER RELOCAT	661	INF	N/A	02/28/2012	269,433.57	266,783.39
Department 661 Totals:						269,433.57	266,783.39
Grand Totals:						3,113,174.60	3,074,371.21

Acquired Asset Listing Report**Summary**

Acquired Date: 10/01/2011-09/30/2012

Active Asset Summary

Department	Original Cost	Net Asset Value
111 - Finance	17,305.00	17,134.79
142 - Police	87,550.77	86,221.99
171 - Parks	8,935.00	8,192.84
212 - Transportation	1,345,804.28	1,328,079.78
213 - Cemetery	52,011.96	48,735.79
218 - Public Safety	32,561.00	31,020.17
621 - Environmental Services	294,939.00	290,433.90
631 - Wastewater	171,279.38	171,097.86
641 - Water	833,354.64	826,670.70
661 - Stormwater	269,433.57	266,783.39
Active Totals:	3,113,174.60	3,074,371.21



City of Scottsbluff, NE

Acquired Asset Listing Report

By Asset ID

Acquired Date: 10/01/2010-09/30/2011

Active Assets: 32

Asset ID	Description	Primary Location	Class	Category	Acquisition Date	Original Cost	Net Asset Value
Department: 111 - Finance							
<u>4134</u>	HP SERVER ML350	111	OFEQ	N/A	12/06/2010	5,365.28	5,365.28
Department 111 Totals:						5,365.28	5,365.28
Department: 212 - Transportation							
<u>4132</u>	STAINLESS STEEL SALT SPR	212	EQ	N/A	11/15/2010	10,752.00	10,752.00
<u>4133</u>	STAINLESS STEEL SALT SPR	212	EQ	N/A	11/15/2010	10,752.00	10,752.00
<u>4136</u>	STAINLESS STEEL SALT SPR	212	EQ	N/A	12/06/2010	12,261.00	12,261.00
<u>4142</u>	2011 FORD 1T FLATBED PIC	212	VEH	N/A	04/04/2011	29,498.22	29,498.22
<u>4159</u>	WIDEN AVE B & BELT/OVLD	212	INF	N/A	04/08/2011	947,528.04	947,528.04
Department 212 Totals:						1,010,791.26	1,010,791.26
Department: 215 - Special Projects							
<u>4146</u>	DIRECT MOUNT SECURITY SY	151	OFEQ	N/A	07/18/2011	14,600.00	14,600.00
<u>4147</u>	TABLETOP SELF CHECK	151	OFEQ	N/A	07/18/2011	9,900.00	9,900.00
<u>4148</u>	TABLETOP SELF CHECK	151	OFEQ	N/A	07/18/2011	9,900.00	9,900.00
<u>4162</u>	EAST DONOR WALL SIGNAGE	151	OFF	N/A	09/01/2011	6,672.00	6,672.00
<u>4163</u>	WEST DONOR WALL SIGNAGE	151	OFF	N/A	09/01/2011	8,522.00	8,522.00
Department 215 Totals:						49,594.00	49,594.00
Department: 218 - Public Safety							
<u>4135</u>	COMMAND LIGHT	142	EQ	N/A	12/06/2010	8,340.86	8,340.86
<u>4149</u>	CUTTER	141	EQ	N/A	07/18/2011	7,930.68	7,930.68
<u>4150</u>	JAWS	141	EQ	N/A	07/18/2011	8,328.41	8,328.41
<u>4152</u>	2011 DODGE CHARGER	142	VEH	N/A	08/01/2011	27,999.65	27,999.65
<u>4153</u>	2011 DODGE CHARGER	142	VEH	N/A	08/01/2011	27,999.69	27,999.69
<u>4164</u>	XRS-3 X-RAY	142	EQ	N/A	03/25/2011	5,421.00	5,421.00
<u>4165</u>	SIREN & 10 DIGIT DTMF VH	141	EQ	N/A	08/10/2011	29,150.00	29,150.00
Department 218 Totals:						115,170.29	115,170.29
Department: 225 - Mutual Fire							
<u>4141</u>	2010 100 FT LADDER TRUCK	141	VEH	N/A	03/21/2011	848,064.00	848,064.00
Department 225 Totals:						848,064.00	848,064.00
Department: 412 - Lease Corporation							
<u>4143</u>	PUBLIC SAFETY BUILDING	142	BLD	N/A	11/01/2010	2,630,102.29	2,630,102.29
<u>4144</u>	(3305) IMPROV.TO CITY HA	111	IMP	N/A	11/01/2010	123,631.13	123,631.13

Asset ID	Description	Primary Location	Class	Category	Acquisition Date	Original Cost	Net Asset Value
<u>4156</u>	LIBRARY ADDITION/RENOVAT	151	BLD	N/A	09/01/2011	2,953,421.17	2,953,421.17
Department 412 Totals:						5,707,154.59	5,707,154.59
Department: 621 - Environmental Services							
<u>4158</u>	2012 FRGTLNR -NEWWAY SID	621	VEH	N/A	09/29/2011	176,750.00	176,750.00
<u>4161</u>	PRESSURE WASHER	621	EQ	N/A	07/18/2011	12,170.61	12,170.61
Department 621 Totals:						188,920.61	188,920.61
Department: 631 - Wastewater							
<u>4138</u>	2011 FORD ESCAPE WAGON	631	VEH	N/A	02/22/2011	18,455.00	18,455.00
<u>4139</u>	SUBMERSIBLE PUMP-LIFT ST	631	EQ	N/A	03/21/2011	35,654.50	35,654.50
<u>4145</u>	EAST END CLEARY STORGE B	631	BLD	N/A	06/06/2011	27,614.00	27,614.00
<u>4154</u>	2012 FRTLNR SEWER CLEANI	631	VEH	N/A	08/01/2011	321,274.76	321,274.76
<u>4155</u>	AVE P SAN.SEWER RELINING	631	INF	N/A	08/15/2011	76,501.90	76,501.90
<u>4157</u>	REBUILD #3 HSI BLOWER	631	EQ	N/A	09/06/2011	37,574.66	37,574.66
<u>4160</u>	2010 CHEVY M.C.TV PIPE I	631	VEH	N/A	03/21/2011	195,882.96	195,882.96
Department 631 Totals:						712,957.78	712,957.78
Department: 641 - Water							
<u>4137</u>	MAINTENANCE TRUCK W/CRAN	641	VEH	N/A	01/03/2011	37,356.69	37,356.69
Department 641 Totals:						37,356.69	37,356.69
Grand Totals:						8,675,374.50	8,675,374.50

Acquired Asset Listing Report

Summary

Acquired Date: 10/01/2010-09/30/2011

Active Asset Summary

Department	Original Cost	Net Asset Value
111 - Finance	5,365.28	5,365.28
212 - Transportation	1,010,791.26	1,010,791.26
215 - Special Projects	49,594.00	49,594.00
218 - Public Safety	115,170.29	115,170.29
225 - Mutual Fire	848,064.00	848,064.00
412 - Lease Corporation	5,707,154.59	5,707,154.59
621 - Environmental Services	188,920.61	188,920.61
631 - Wastewater	712,957.78	712,957.78
641 - Water	37,356.69	37,356.69
Active Totals:	8,675,374.50	8,675,374.50



City of Scottsbluff, NE

Acquired Asset Listing Report

By Asset ID

Acquired Date: 10/01/2009-09/30/2010

Active Assets: 36

Asset ID	Description	Primary Location	Class	Category	Acquisition Date	Original Cost	Net Asset Value
Department: 111 - Finance							
<u>4100</u>	2010 CHEVY IMPALA	111	VEH	N/A	05/17/2010	17,676.00	17,676.00
Department 111 Totals:						17,676.00	17,676.00
Department: 141 - Fire							
<u>4094</u>	FIRST DEFENDER INSTRUMEN	141	EQ	N/A	02/01/2010	25,000.00	25,000.00
Department 141 Totals:						25,000.00	25,000.00
Department: 171 - Parks							
<u>4107</u>	2006 CHEV 1/2 PKP	0	VEH	N/A	07/01/2010	4,510.70	4,510.70
Department 171 Totals:						4,510.70	4,510.70
Department: 212 - Transportation							
<u>4090</u>	WALK BEHIND PAINT GUN	212	EQ	N/A	12/07/2009	6,060.00	6,060.00
<u>4095</u>	2009 FREIGHTLINER DUMP T	212	VEH	N/A	02/01/2010	79,999.00	79,999.00
<u>4105</u>	14TH AVE EXTENSION	212	INF	N/A	07/01/2010	300,784.17	300,784.17
<u>4113</u>	ENG.SERV.20TH ST OVERLAY	212	INF	N/A	09/20/2010	105,480.75	105,480.75
<u>4114</u>	2010 FORD 4X4 PICKUP	212	VEH	N/A	09/07/2010	22,446.60	22,446.60
Department 212 Totals:						514,770.52	514,770.52
Department: 218 - Public Safety							
<u>4110</u>	2010 FORD FUSION	142	VEH	N/A	09/01/2010	21,002.40	21,002.40
<u>4111</u>	2010 FORD FUSION	142	VEH	N/A	09/01/2010	19,742.21	19,742.21
<u>4112</u>	2010 FORD FUSION	142	VEH	N/A	09/01/2010	20,649.80	20,649.80
<u>4115</u>	SLEUTH COMPUTER SOFTWARE	142	EQ	N/A	09/28/2010	32,848.25	32,848.25
<u>4119</u>	COMMUNICATION PROJ.-PSB	141	EQ	N/A	09/23/2010	25,212.65	25,212.65
<u>4127</u>	THERMAL CAMERA	141	EQ	N/A	10/01/2009	9,450.00	9,450.00
<u>4128</u>	100' SABRE TOWER	142	STRU	N/A	09/17/2010	40,950.00	40,950.00
<u>4129</u>	HYBRID RADIO ASSY	142	EQ	N/A	07/26/2010	57,625.00	57,625.00
<u>4130</u>	COMPUTER BOMB ROBOT	142	EQ	N/A	08/23/2010	23,443.00	23,443.00
<u>4131</u>	MAGAZINE MDL.200 W/31IN	142	EQ	N/A	06/18/2010	10,316.40	10,316.40
Department 218 Totals:						261,239.71	261,239.71
Department: 225 - Mutual Fire							
<u>4094A</u>	FIRST DEFENDER INSTRUMEN	141	EQ	N/A	02/01/2010	6,000.00	6,000.00
Department 225 Totals:						6,000.00	6,000.00

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Asset ID	Description	Primary Location	Class	Category	Acquisition Date	Original Cost	Net Asset Value
Department: 311 - Debt Service							
<u>4102</u>	2010 JD 1600 TURBO II MO	171	EQ	N/A	05/17/2010	44,200.00	44,200.00
<u>4103</u>	2010 JD 1600 TURBO II MO	171	EQ	N/A	05/17/2010	44,200.00	44,200.00
<u>4124</u>	2010 XUV GATOR	171	EQ	N/A	05/17/2010	6,174.32	6,174.32
<u>4125</u>	2010 TX GATOR	171	EQ	N/A	05/17/2010	5,256.51	5,256.51
<u>4126</u>	2010 TX GATOR	171	EQ	N/A	05/17/2010	5,256.51	5,256.51
Department 311 Totals:						105,087.34	105,087.34
Department: 631 - Wastewater							
<u>4093</u>	2009 BOBCAT SKID STEER	631	EQ	N/A	01/19/2010	28,547.32	28,547.32
<u>4098</u>	2011 INTERNATIONAL DUMP	631	VEH	N/A	04/19/2010	75,951.00	75,951.00
<u>4116</u>	#9669 REPAIRS-CLARIFIER(631	EQ	N/A	03/29/2010	125,136.50	125,136.50
<u>4117</u>	WW UPGRADE-UV DISINFECTI	631	INF	N/A	09/17/2010	3,728,794.07	3,728,794.07
<u>4120-A</u>	VEHICLE/EQUIP.STORAGE BL	631	BLD	N/A	03/15/2010	65,150.18	65,150.18
<u>4123</u>	2009 HARPER RIDING MOWER	631	EQ	N/A	01/19/2010	111,363.57	111,363.57
Department 631 Totals:						4,134,942.64	4,134,942.64
Department: 641 - Water							
<u>4089</u>	HANDHELD METER READ UNIT	641	EQ	N/A	11/02/2009	6,330.00	6,330.00
<u>4099</u>	2011 INTERNATIONAL DUMP	641	VEH	N/A	04/19/2010	81,266.17	81,266.17
<u>4118</u>	WELL #20 REPLACEMENT PRO	641	INF	N/A	09/21/2010	629,501.80	629,501.80
<u>4120</u>	VEHICLE/EQUIP.STORAGE BL	631	BLD	N/A	03/15/2010	61,877.79	61,877.79
<u>4121</u>	HANDHELD METER READ UNIT	641	EQ	N/A	11/02/2009	6,330.00	6,330.00
<u>4122</u>	WELL#12 MOTOR REPLACEMEN	641	EQ	N/A	09/20/2010	18,687.14	18,687.14
Department 641 Totals:						803,992.90	803,992.90
Grand Totals:						5,873,219.81	5,873,219.81

Acquired Asset Listing Report**Summary**

Acquired Date: 10/01/2009-09/30/2010

Active Asset Summary

Department	Original Cost	Net Asset Value
111 - Finance	17,676.00	17,676.00
141 - Fire	25,000.00	25,000.00
171 - Parks	4,510.70	4,510.70
212 - Transportation	514,770.52	514,770.52
218 - Public Safety	261,239.71	261,239.71
225 - Mutual Fire	6,000.00	6,000.00
311 - Debt Service	105,087.34	105,087.34
631 - Wastewater	4,134,942.64	4,134,942.64
641 - Water	803,992.90	803,992.90
Active Totals:	5,873,219.81	5,873,219.81



City of Scottsbluff, NE

Acquired Asset Listing Report

By Asset ID

Acquired Date: 10/01/2008-09/30/2009

Active Assets: 21

Asset ID	Description	Primary Location	Class	Category	Acquisition Date	Original Cost	Net Asset Value
Department: 171 - Parks							
<u>4080-A</u>	KIWANIS PLAYGROUND EQUIP	171	STRU	N/A	08/27/2009	185,000.00	185,000.00
Department 171 Totals:						185,000.00	185,000.00
Department: 212 - Transportation							
<u>4071</u>	2008 ELGIN 3 WHEEL SWEEP	212	EQ	N/A	01/20/2009	148,025.00	148,025.00
<u>4074</u>	2009 CHEV 1/2T 4X4 PKP	212	VEH	N/A	03/16/2009	23,383.98	23,383.98
Department 212 Totals:						171,408.98	171,408.98
Department: 216 - Business Improvements							
<u>4079</u>	PARKING LOT #16 IMPROVME	121	INF	N/A	08/27/2009	134,264.00	134,264.00
Department 216 Totals:						134,264.00	134,264.00
Department: 218 - Public Safety							
<u>4072</u>	EMERGENCY MESSAGING TRAI	142	EQ	N/A	02/17/2009	19,134.71	19,134.71
<u>4073</u>	EMERGENCY MESSAGING TRAI	142	EQ	N/A	02/17/2009	19,134.71	19,134.71
<u>4075</u>	DVD IN-CAR VIDEO & CAMER	142	EQ	N/A	03/02/2009	5,320.00	5,320.00
<u>4076</u>	DVD IN-CAR VIDEO & CAMER	142	EQ	N/A	03/02/2009	5,320.00	5,320.00
<u>4081</u>	2009 FORD EXPLORER CAR#4	142	VEH	N/A	09/09/2009	28,413.44	28,413.44
<u>4083</u>	2009 DODGE CHARGER CAR #	142	VEH	N/A	09/09/2009	28,091.06	28,091.06
<u>4088</u>	2009 CHEV MALIBU CAR#18	142	VEH	N/A	09/09/2009	19,549.57	19,549.57
Department 218 Totals:						124,963.49	124,963.49
Department: 223 - KENO							
<u>4080-B</u>	KIWANIS PLAYGROUND EQUIP	171	STRU	N/A	08/27/2009	15,000.00	15,000.00
Department 223 Totals:						15,000.00	15,000.00
Department: 621 - Environmental Services							
<u>4077</u>	2009 BRUSH RAKE	621	EQ	N/A	03/02/2009	23,000.00	23,000.00
<u>4084</u>	2001 GREAT DANE TRAILER	621	EQ	N/A	09/30/2009	5,500.00	5,500.00
Department 621 Totals:						28,500.00	28,500.00
Department: 631 - Wastewater							
<u>4068</u>	2008 CHASSIS CAB FORD TR	631	VEH	N/A	11/03/2008	24,989.00	24,989.00
<u>4085</u>	RAILWAY SANT/SEW REPLACE	631	INF	N/A	09/30/2009	406,373.20	406,373.20
<u>4087-A</u>	BRIDGE REPLACEMENT-WWTP	631	STRU	N/A	09/03/2009	6,094.72	6,094.72
Department 631 Totals:						437,456.92	437,456.92

Asset ID	Description	Primary Location	Class	Category	Acquisition Date	Original Cost	Net Asset Value
Department: 641 - Water							
<u>4069</u>	TUFFGUY SHORLITE SYSTEM	641	EQ	N/A	11/17/2008	11,661.44	11,661.44
<u>4070</u>	HYDRASTOP LINE STOP.EQUI	641	EQ	N/A	12/15/2008	21,614.00	21,614.00
<u>4086</u>	WATER MAIN B,D & RAILWAY	641	INF	N/A	09/30/2009	153,050.21	153,050.21
<u>4087</u>	BRIDGE REPLACEMENT-WWTP	631	STRU	N/A	09/03/2009	6,094.73	6,094.73
Department 641 Totals:						192,420.38	192,420.38
Grand Totals:						1,289,013.77	1,289,013.77

Acquired Asset Listing Report

Summary

Acquired Date: 10/01/2008-09/30/2009

Active Asset Summary

Department	Original Cost	Net Asset Value
171 - Parks	185,000.00	185,000.00
212 - Transportation	171,408.98	171,408.98
216 - Business Improvements	134,264.00	134,264.00
218 - Public Safety	124,963.49	124,963.49
223 - KENO	15,000.00	15,000.00
621 - Environmental Services	28,500.00	28,500.00
631 - Wastewater	437,456.92	437,456.92
641 - Water	192,420.38	192,420.38
Active Totals:	1,289,013.77	1,289,013.77



City of Scottsbluff, NE

Acquired Asset Listing Report

By Asset ID

Acquired Date: 10/01/2007-09/30/2008

Active Assets: 37

Asset ID	Description	Primary Location	Class	Category	Acquisition Date	Original Cost	Net Asset Value
Department: 142 - Police							
<u>4029</u>	SPEED TRAILER	142	EQ	N/A	11/27/2007	5,875.00	5,875.00
<u>4030</u>	SAVIN C2525 COLOR COPIER	151	OFEQ	N/A	11/05/2007	6,600.00	6,600.00
<u>4057</u>	1995 CHEV-SWAT/CRIME VEH	142	VEH	N/A	08/20/2008	35,000.00	35,000.00
<u>4058</u>	VIDEO SURVEILLANCE SYSTE	142	EQ	N/A	08/06/2008	11,500.00	11,500.00
Department 142 Totals:						58,975.00	58,975.00
Department: 171 - Parks							
<u>4031</u>	2007 KUBOTA UTILITY VEH.	171	EQ	N/A	12/17/2007	11,788.82	11,788.82
Department 171 Totals:						11,788.82	11,788.82
Department: 212 - Transportation							
<u>4032</u>	ASPHALT 42ND STREET	212	INF	N/A	12/03/2007	54,450.73	54,450.73
<u>4034</u>	2007 ELGIN SWEEPER 3 WHL	212	EQ	N/A	01/07/2008	113,500.00	113,500.00
<u>4045</u>	EVERGREN & 28TH (EMERG.S	212	INF	N/A	04/16/2008	150,068.95	150,068.95
<u>4067</u>	5TH AVE PROJECT(RR-27TH	212	INF	N/A	09/26/2008	1,537,146.62	1,537,146.62
Department 212 Totals:						1,855,166.30	1,855,166.30
Department: 215 - Special Projects							
<u>4040</u>	MOUNUMENT VALLEY PATHWAY	171	INF	N/A	02/01/2008	763,799.55	763,799.55
Department 215 Totals:						763,799.55	763,799.55
Department: 218 - Public Safety							
<u>4026</u>	WARNING SIREN-SOCCER FIE	142	EQ	N/A	10/01/2007	15,534.75	15,534.75
<u>4035</u>	IN-CAR VIDEO/DVD	142	EQ	N/A	01/07/2008	5,020.00	5,020.00
<u>4036</u>	IN-CAR VIDEO/DVD	142	EQ	N/A	01/07/2008	5,020.00	5,020.00
<u>4037</u>	IN-CAR VIDEO/DVD	142	EQ	N/A	01/07/2008	5,020.00	5,020.00
<u>4038</u>	IN-CAR VIDEO/DVD	142	EQ	N/A	01/07/2008	5,020.00	5,020.00
<u>4049</u>	IN CAR VIDEO SYSTEM	142	EQ	N/A	05/19/2008	5,095.00	5,095.00
<u>4050</u>	IN CAR VIDEO KITS	142	EQ	N/A	05/19/2008	5,095.00	5,095.00
<u>4054</u>	2008 DODGE CHARGER CAR#5	142	VEH	N/A	07/01/2008	23,483.23	23,483.23
<u>4062</u>	2008 DODGE RAM TRK	141	VEH	N/A	09/30/2008	38,154.63	38,154.63
Department 218 Totals:						107,442.61	107,442.61
Department: 621 - Environmental Services							
<u>4063</u>	2009 FREIGHLINER	621	VEH	N/A	09/16/2008	184,300.00	184,300.00
Department 621 Totals:						184,300.00	184,300.00

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Asset ID	Description	Primary Location	Class	Category	Acquisition Date	Original Cost	Net Asset Value
Department: 631 - Wastewater							
<u>4027</u>	SEWER SIPHON REPAIR-MALL	631	INF	N/A	10/01/2007	186,417.90	186,417.90
<u>4033</u>	8-48"PIPE CAMERA TRANSP	631	EQ	N/A	12/17/2007	14,832.40	14,832.40
<u>4042</u>	CLARIFIER REPAIR	631	EQ	N/A	03/11/2008	39,095.83	39,095.83
<u>4052</u>	CUTTER EXTRACTOR	631	EQ	N/A	06/16/2008	13,947.26	13,947.26
<u>4056</u>	RING SAW FOR MANHOLE REP	631	EQ	N/A	07/07/2008	11,884.74	11,884.74
<u>4060</u>	INTERSECTION K-MART - WW	631	INF	N/A	08/27/2008	150,287.30	150,287.30
<u>4064</u>	LIFTSTATION REHAB-HUNTS	631	STRU	N/A	09/30/2008	116,105.52	116,105.52
Department 631 Totals:						532,570.95	532,570.95
Department: 641 - Water							
<u>4039</u>	2007 CAT TRACTOR/BACKHOE	641	EQ	N/A	01/22/2008	111,513.50	111,513.50
<u>4041</u>	SECURITY FENCE WELL #1	641	STRU	N/A	02/12/2008	8,400.78	8,400.78
<u>4043</u>	SECURITY FENCE -AIRPORT	641	STRU	N/A	03/01/2008	7,429.99	7,429.99
<u>4044</u>	SECURITY FENCE-WELL #14	641	STRU	N/A	08/01/2008	7,430.00	7,430.00
<u>4046</u>	WELL #9-MOTOR	641	EQ	N/A	04/07/2008	18,804.93	18,804.93
<u>4047</u>	2008 CHEV PKP EXT.CAB	641	VEH	N/A	04/21/2008	31,917.50	31,917.50
<u>4048</u>	WELL #13 MOTOR REPAIRS	641	EQ	N/A	04/07/2008	6,681.30	6,681.30
<u>4051</u>	EMG.MAIN REPAIR-E OVLD&	641	INF	N/A	05/19/2008	114,937.30	114,937.30
4065	5TH AVE PROJECT WATER	641	INF	N/A	09/30/2008	354,314.01	354,314.01
<u>4066</u>	#19 NEW WELL(ON SHUEY LA	641	INF	N/A	08/27/2008	426,421.48	426,421.48
Department 641 Totals:						1,087,850.79	1,087,850.79
Grand Totals:						4,601,894.02	4,601,894.02

Acquired Asset Listing Report

Summary

Acquired Date: 10/01/2007-09/30/2008

Active Asset Summary

Department	Original Cost	Net Asset Value
142 - Police	58,975.00	58,975.00
171 - Parks	11,788.82	11,788.82
212 - Transportation	1,855,166.30	1,855,166.30
215 - Special Projects	763,799.55	763,799.55
218 - Public Safety	107,442.61	107,442.61
621 - Environmental Services	184,300.00	184,300.00
631 - Wastewater	532,570.95	532,570.95
641 - Water	1,087,850.79	1,087,850.79
Active Totals:	4,601,894.02	4,601,894.02



Acquired Asset Listing Report

By Asset ID

Acquired Date: 10/01/2006-09/30/2007

Active Assets: 40

Asset ID	Description	Primary Location	Class	Category	Acquisition Date	Original Cost	Net Asset Value
Department: 111 - Finance							
<u>4025</u>	HP ML350 SERVER	111	EQ	N/A	06/12/2007	5,089.01	5,089.01
Department 111 Totals:						5,089.01	5,089.01
Department: 141 - Fire							
<u>3990</u>	HAZ MAT COMMAND ID SYSTE	141	EQ	N/A	04/02/2007	60,000.00	60,000.00
Department 141 Totals:						60,000.00	60,000.00
Department: 142 - Police							
<u>3982</u>	CANON IR5570 COPIER	111	EQ	N/A	02/05/2007	8,834.00	8,834.00
<u>3989</u>	EOD BOMB SUIT/HELMET/GLO	142	EQ	N/A	04/26/2007	19,615.00	19,615.00
<u>3994</u>	RECIVER-VIDEO SURVEILLAN	142	EQ	N/A	05/27/2007	70,000.00	70,000.00
<u>3995</u>	PTZ CONTROLLER(REMOTE)	142	EQ	N/A	05/27/2007	10,000.00	10,000.00
<u>3996</u>	DOME CAMERA #4-SURVEILLA	142	EQ	N/A	05/27/2007	25,000.00	25,000.00
<u>3997</u>	DOME CAMERA #2-SURVEILLA	142	EQ	N/A	05/27/2007	25,000.00	25,000.00
<u>3998</u>	DOME CAMERA #3-SURVEILLA	142	EQ	N/A	05/27/2007	25,000.00	25,000.00
<u>3999</u>	DOME CAMERA #1-SURVEILLA	142	EQ	N/A	05/27/2007	25,000.00	25,000.00
<u>4000</u>	REMOTE TACTICAL ROBOT	142	EQ	N/A	06/25/2007	153,700.00	153,700.00
Department 142 Totals:						362,149.00	362,149.00
Department: 171 - Parks							
<u>3993</u>	SCOREBOARD-CLEVELAND	171	EQ	N/A	05/21/2007	18,624.00	18,624.00
Department 171 Totals:						18,624.00	18,624.00
Department: 212 - Transportation							
<u>3975</u>	TRAFFIC SIGNALS & POLES	212	INF	N/A	11/14/2006	117,931.95	117,931.95
<u>3976</u>	33RD STREET PROJECT	212	INF	N/A	11/06/2006	342,166.21	342,166.21
<u>3992</u>	JD ROTARY MOWER 15'	212	EQ	N/A	05/07/2007	5,923.00	5,923.00
<u>4007</u>	TRAFFIC SIGNAL CONTR/CAB	212	EQ	N/A	09/17/2007	8,064.92	8,064.92
<u>4019</u>	2008 FREIGHTLINER DUMP T	212	VEH	N/A	09/30/2007	84,875.00	84,875.00
<u>4021</u>	PAVING DIST #310-ROSS AV	212	INF	N/A	04/01/2007	83,030.39	83,030.39
<u>4022</u>	PAVING DIST#309-ARELLA L	212	INF	N/A	04/01/2007	172,747.36	172,747.36
Department 212 Totals:						814,738.83	814,738.83
Department: 213 - Cemetery							
<u>3981</u>	WALKER MOWER W/42" DECK	213	EQ	N/A	01/16/2007	12,624.00	12,624.00

Asset ID	Description	Primary Location	Class	Category	Acquisition Date	Original Cost	Net Asset Value
<u>3983</u>	XT1600 BACKHOE-LOADER	213	EQ	N/A	02/20/2007	4,975.00	4,975.00
Department 213 Totals:						17,599.00	17,599.00
Department: 215 - Special Projects							
<u>3983A</u>	XT1600 BACKHOE-LOADER	213	EQ	N/A	02/20/2007	54,100.00	54,100.00
<u>4004</u>	CLIMBER-SOCCER COMPLEX	171	EQ	N/A	07/16/2007	16,890.00	16,890.00
Department 215 Totals:						70,990.00	70,990.00
Department: 218 - Public Safety							
<u>3984</u>	2007 DODGE CHARGER	142	VEH	N/A	02/05/2007	18,400.00	18,400.00
<u>3987</u>	2007 DODGE CARAVAN/CAR #	142	VEH	N/A	03/05/2007	16,987.60	16,987.60
<u>4015</u>	2007 DODGE CHARGER	142	VEH	N/A	09/30/2007	20,347.00	20,347.00
<u>4016</u>	2007 DODGE CHARGER	142	VEH	N/A	09/30/2007	20,347.00	20,347.00
<u>4017</u>	2007 DODGE CHARER	142	VEH	N/A	09/30/2007	20,347.00	20,347.00
<u>4018</u>	2007 DODGE CHARGER	142	VEH	N/A	09/30/2007	20,347.00	20,347.00
Department 218 Totals:						116,775.60	116,775.60
Department: 225 - Mutual Fire							
<u>3990A</u>	HAZ MAT COMMAND ID SYSTE	141	EQ	N/A	04/02/2007	2,500.00	2,500.00
Department 225 Totals:						2,500.00	2,500.00
Department: 621 - Environmental Services							
<u>4008</u>	JD TS UTILITY 462 GATOR	621	EQ	N/A	09/17/2007	5,425.00	5,425.00
<u>4024</u>	2008 FREIGHTLINER TRK	621	VEH	N/A	09/18/2007	107,999.00	107,999.00
Department 621 Totals:						113,424.00	113,424.00
Department: 631 - Wastewater							
<u>3977</u>	TRASPORTER FOR SEWER CAM	631	EQ	N/A	11/06/2006	6,480.80	6,480.80
<u>4001</u>	DATA COLLECTION SOFTWARE	631	EQ	N/A	06/18/2007	12,800.00	12,800.00
<u>4023</u>	2007 FORD F-150 1/2T PKP	631	VEH	N/A	02/05/2007	21,515.00	21,515.00
Department 631 Totals:						40,795.80	40,795.80
Department: 641 - Water							
<u>3978</u>	SECURITY FENCING WELL #1	641	STRU	N/A	12/28/2006	11,099.68	11,099.68
<u>3979</u>	SECURITY FENCING WELL #1	641	STRU	N/A	12/04/2006	8,955.52	8,955.52
<u>3980</u>	SECURITY FENCING WELL #1	641	STRU	N/A	12/04/2006	8,821.95	8,821.95
<u>4005</u>	WELL #10 (PULLING & REPA	641	INF	N/A	07/16/2007	12,489.85	12,489.85
Department 641 Totals:						41,367.00	41,367.00
Department: 661 - Stormwater							
<u>3991</u>	LIDAR MAPPING PROJECT	661	INF	N/A	04/12/2007	87,750.00	87,750.00
Department 661 Totals:						87,750.00	87,750.00
Grand Totals:						1,751,802.24	1,751,802.24

Acquired Asset Listing Report

Summary

Acquired Date: 10/01/2006-09/30/2007

Active Asset Summary

Department	Original Cost	Net Asset Value
111 - Finance	5,089.01	5,089.01
141 - Fire	60,000.00	60,000.00
142 - Police	362,149.00	362,149.00
171 - Parks	18,624.00	18,624.00
212 - Transportation	814,738.83	814,738.83
213 - Cemetery	17,599.00	17,599.00
215 - Special Projects	70,990.00	70,990.00
218 - Public Safety	116,775.60	116,775.60
225 - Mutual Fire	2,500.00	2,500.00
621 - Environmental Services	113,424.00	113,424.00
631 - Wastewater	40,795.80	40,795.80
641 - Water	41,367.00	41,367.00
661 - Stormwater	87,750.00	87,750.00
Active Totals:	1,751,802.24	1,751,802.24



Acquired Asset Listing Report

By Asset ID

Acquired Date: 10/01/2005-09/30/2006

Active Assets: 28

Asset ID	Description	Primary Location	Class	Category	Acquisition Date	Original Cost	Net Asset Value
Department: 111 - Finance							
<u>3888</u>	2004 FORD TAURUS SE 4DR	111	VEH	N/A	02/21/2006	7,900.00	7,900.00
Department 111 Totals:						7,900.00	7,900.00
Department: 171 - Parks							
<u>3880</u>	CHAIN LINK FENCE/SOCCER	171	STRU	N/A	01/01/2006	24,725.00	24,725.00
<u>3881</u>	2005 TRI-DECK ROTARY MOW	171	EQ	N/A	01/16/2006	18,850.00	18,850.00
<u>3892</u>	SCORE BOARD 8'X20'	171	EQ	N/A	05/15/2006	7,200.00	7,200.00
<u>3895</u>	CONCESSION BLDG-METAL	171	BLD	N/A	05/15/2006	85,000.00	85,000.00
<u>3896</u>	2006 JOHN DEERE TRACTOR	171	EQ	N/A	06/05/2006	33,271.00	33,271.00
Department 171 Totals:						169,046.00	169,046.00
Department: 212 - Transportation							
<u>3899</u>	2006 M-B 245 PAINT STRIP	212	EQ	N/A	08/07/2006	102,859.00	102,859.00
<u>3900</u>	CATERPILLAR HYD. HAMMER	212	EQ	N/A	09/18/2006	13,400.00	13,400.00
<u>3903</u>	PAVING DIST.#306 -29TH S	212	INF	N/A	10/18/2005	114,354.74	114,354.74
<u>3904</u>	PAVING DIST.#307-FIVE OA	212	INF	N/A	05/26/2006	291,770.77	291,770.77
Department 212 Totals:						522,384.51	522,384.51
Department: 213 - Cemetery							
<u>3891</u>	2006 KUBOTA MOWER	213	EQ	N/A	05/15/2006	13,000.00	13,000.00
Department 213 Totals:						13,000.00	13,000.00
Department: 621 - Environmental Services							
<u>3906</u>	2007 FREIGHTLINER	621	VEH	N/A	09/05/2006	128,703.00	128,703.00
Department 621 Totals:						128,703.00	128,703.00
Department: 631 - Wastewater							
<u>3879</u>	2005 JD T5-GATOR-UTIL. V	631	VEH	N/A	11/15/2005	6,060.00	6,060.00
<u>3885</u>	2005 BOBCAT EXCAVATOR	631	EQ	N/A	01/16/2006	33,396.70	33,396.70
<u>3887</u>	2006 FORD F-250 W/LINER	631	VEH	N/A	01/30/2006	20,113.95	20,113.95
<u>3898</u>	BOWER REPAIRS (DAMAGE 20	631	PL	N/A	10/01/2005	39,338.70	39,338.70
<u>3907</u>	WEST 20TH ST. LIFT STATI	631	EQ	N/A	09/12/2006	108,468.63	108,468.63
<u>3908</u>	SEWER DIST.#165 - FIVE O	631	INF	N/A	05/26/2006	125,460.00	125,460.00
Department 631 Totals:						332,837.98	332,837.98
Department: 641 - Water							
<u>3878</u>	2005 SHARP CARGO TRLR	641	VEH	N/A	11/07/2005	6,481.78	6,481.78

Asset ID	Description	Primary Location	Class	Category	Acquisition Date	Original Cost	Net Asset Value
<u>3882</u>	2006 MNTC.&REPAIR WELL #	641	INF	N/A	01/03/2006	27,872.71	27,872.71
<u>3883</u>	EMG./WATER MAIN BDWY & 2	641	INF	N/A	01/16/2006	50,390.95	50,390.95
<u>3884</u>	UPGRADE-RTU'S/SCADA SYST	641	EQ	N/A	01/16/2006	11,624.48	11,624.48
<u>3889</u>	SECURITY FENCE (COKE TOW	641	STRU	N/A	02/21/2006	7,042.04	7,042.04
<u>3890</u>	2006 CHEV SILVERADO EXT.	641	VEH	N/A	02/21/2006	20,839.05	20,839.05
<u>3909</u>	WELL FIELD LAND (SHUEY)	641	LAND	N/A	06/15/2006	391,000.18	391,000.18
<u>3910</u>	WATER DIST.#101 - FIVE O	641	INF	N/A	05/16/2006	149,973.79	149,973.79
Department 641 Totals:						665,224.98	665,224.98
Department: 661 - Stormwater							
<u>3911</u>	STORMWATER DIST#7 FIVE O	661	INF	N/A	05/26/2006	98,984.60	98,984.60
Department 661 Totals:						98,984.60	98,984.60
Department: 721 - GIS Services							
<u>3897</u>	ARCSDE SERVER LICENSE	721	OFEQ	N/A	06/05/2006	8,010.99	8,010.99
Department 721 Totals:						8,010.99	8,010.99
Grand Totals:						1,946,092.06	1,946,092.06

Acquired Asset Listing Report**Summary**

Acquired Date: 10/01/2005-09/30/2006

Active Asset Summary

Department	Original Cost	Net Asset Value
111 - Finance	7,900.00	7,900.00
171 - Parks	169,046.00	169,046.00
212 - Transportation	522,384.51	522,384.51
213 - Cemetery	13,000.00	13,000.00
621 - Environmental Services	128,703.00	128,703.00
631 - Wastewater	332,837.98	332,837.98
641 - Water	665,224.98	665,224.98
661 - Stormwater	98,984.60	98,984.60
721 - GIS Services	8,010.99	8,010.99
Active Totals:	1,946,092.06	1,946,092.06



City of Scottsbluff, NE

Acquired Asset Listing Report

By Asset ID

Acquired Date: 10/01/2004-09/30/2005

Active Assets: 26

Asset ID	Description	Primary Location	Class	Category	Acquisition Date	Original Cost	Net Asset Value
Department: 171 - Parks							
<u>3873</u>	TYP CROP-Q.P. BED & CHAS	171	EQ	N/A	05/16/2005	13,336.50	13,336.50
<u>3874</u>	2005 JD COMPACT TRACTOR	171	EQ	N/A	05/16/2005	16,260.60	16,260.60
<u>3875</u>	JD 1600 WIDE AREA MOWER	171	EQ	N/A	05/16/2005	39,480.35	39,480.35
Department 171 Totals:						69,077.45	69,077.45
Department: 212 - Transportation							
<u>3861</u>	MONROE V-BOX SPREADER	212	EQ	N/A	09/30/2005	6,658.00	6,658.00
<u>3862</u>	10' BOX STREET PLOW	212	EQ	N/A	09/29/2005	5,215.35	5,215.35
<u>3863</u>	2006 FORD CAB/CHAS BUCKE	212	EQ	N/A	09/13/2005	65,580.00	65,580.00
<u>3864</u>	AVE I PROJECT (BRIDGE)	212	INF	N/A	09/29/2005	43,465.58	43,465.58
<u>3877</u>	2005 JD MOTOR GRADER	212	EQ	N/A	09/30/2005	111,250.00	111,250.00
Department 212 Totals:						232,168.93	232,168.93
Department: 215 - Special Projects							
<u>3847</u>	POLARIS RANGER-ALL TERRA	141	VEH	N/A	01/16/2005	8,350.00	8,350.00
<u>3850</u>	RESUE CAMERA SYSTEM	141	EQ	N/A	02/22/2005	16,231.00	16,231.00
<u>3851</u>	EXTRICATION POWER UNIT	141	EQ	N/A	02/22/2005	9,595.00	9,595.00
<u>3854</u>	EXHAUST REMOVAL SYSTEM	141	EQ	N/A	07/06/2005	63,374.00	63,374.00
<u>3860</u>	CONFINED SPACE SET	141	EQ	N/A	09/06/2005	6,713.69	6,713.69
Department 215 Totals:						104,263.69	104,263.69
Department: 225 - Mutual Fire							
<u>3854A</u>	EXHAUST REMOVAL SYSTEM	141	EQ	N/A	07/06/2005	7,041.00	7,041.00
Department 225 Totals:						7,041.00	7,041.00
Department: 621 - Environmental Services							
<u>3865</u>	MORBARK WOOD HOG CHIPPER	621	EQ	N/A	09/29/2005	179,232.00	179,232.00
Department 621 Totals:						179,232.00	179,232.00
Department: 631 - Wastewater							
<u>3849</u>	2005 JD GATOR 4X2 5T	631	EQ	N/A	01/16/2005	5,801.00	5,801.00
<u>3858</u>	BLOWER FOR AERATION SYST	631	EQ	N/A	08/01/2005	29,470.00	29,470.00
<u>3869-A</u>	SCADA SYSTEM UPGRADE 04-	641	EQ	N/A	09/30/2005	64,705.13	64,705.13
<u>3870-A</u>	LIGHTENING DAMAGE REPAIR	641	EQ	N/A	09/30/2005	30,321.60	30,321.60
Department 631 Totals:						130,297.73	130,297.73

Asset ID	Description	Primary Location	Class	Category	Acquisition Date	Original Cost	Net Asset Value
Department: 641 - Water							
<u>3844</u>	SECURITY FENCE-CEM TOWER	641	STRU	N/A	11/15/2004	6,964.57	6,964.57
<u>3845</u>	WELL #15 REHAB	641	INF	N/A	12/30/2004	89,400.29	89,400.29
<u>3852</u>	PARK AVE MAIN REPLACEMEN	641	PL	N/A	02/28/2005	410,295.90	410,295.90
<u>3853</u>	REPAIR WELL #14 (04-05FY	641	PL	N/A	04/07/2005	9,538.15	9,538.15
<u>3869</u>	SCADA SYSTEM UPGRADE 04-	641	EQ	N/A	09/30/2005	38,300.38	38,300.38
<u>3870</u>	LIGHTENING DAMAGE REPAIR	641	EQ	N/A	09/30/2005	10,875.45	10,875.45
<u>3871</u>	2005 CHEVY 1/2T PKP	641	VEH	N/A	01/16/2005	18,114.93	18,114.93
Department 641 Totals:						583,489.67	583,489.67
Grand Totals:						1,305,570.47	1,305,570.47

Acquired Asset Listing Report

Summary

Acquired Date: 10/01/2004-09/30/2005

Active Asset Summary

Department	Original Cost	Net Asset Value
171 - Parks	69,077.45	69,077.45
212 - Transportation	232,168.93	232,168.93
215 - Special Projects	104,263.69	104,263.69
225 - Mutual Fire	7,041.00	7,041.00
621 - Environmental Services	179,232.00	179,232.00
631 - Wastewater	130,297.73	130,297.73
641 - Water	583,489.67	583,489.67
Active Totals:	1,305,570.47	1,305,570.47



City of Scottsbluff, NE

Acquired Asset Listing Report

By Asset ID

Acquired Date: 10/01/2003-09/30/2004

Active Assets: 67

Asset ID	Description	Primary Location	Class	Category	Acquisition Date	Original Cost	Net Asset Value
Department: 111 - Finance							
<u>3843</u>	2004 KOHLER 80KW GENERAT	111	EQ	N/A	08/13/2004	30,646.00	30,646.00
Department 111 Totals:						30,646.00	30,646.00
Department: 141 - Fire							
<u>3820</u>	SCBA F&T TESTER UNIT	141	EQ	N/A	09/30/2004	8,065.00	8,065.00
<u>3821</u>	SCBA POSI-TEST UNIT	141	EQ	N/A	09/30/2004	8,031.20	8,031.20
Department 141 Totals:						16,096.20	16,096.20
Department: 142 - Police							
<u>3758</u>	2004 GREAT LAKES CARGO T	142	VEH	N/A	03/05/2004	1,875.00	1,875.00
<u>3810</u>	2004 CHEV 4X4 3/4T PKP	142	VEH	N/A	08/01/2004	23,497.77	23,497.77
Department 142 Totals:						25,372.77	25,372.77
Department: 151 - Library							
<u>3806</u>	SCULPTURE "FIRST BORN"	151	INV	N/A	08/01/2004	20,000.00	20,000.00
<u>3807</u>	OAK BASE "FIRST BORN"	151	EQ	N/A	08/01/2004	1,000.00	1,000.00
Department 151 Totals:						21,000.00	21,000.00
Department: 171 - Parks							
<u>3765</u>	TABLE SAW W/BASE	171	EQ	N/A	03/01/2004	644.84	644.84
<u>3767</u>	2004 JOHN DEERE 4X2 GATO	171	EQ	N/A	03/15/2004	4,359.00	4,359.00
<u>3793</u>	2004 FORD F-150 PICKUP	171	VEH	N/A	05/17/2004	17,877.00	17,877.00
<u>3809</u>	STATUE "A WALK IN THE PA	171	INV	N/A	08/01/2004	47,000.00	47,000.00
Department 171 Totals:						69,880.84	69,880.84
Department: 212 - Transportation							
<u>3727</u>	2003 ELGIN PELICAN 3WHL	212	EQ	N/A	01/05/2004	95,500.00	95,500.00
<u>3794</u>	REPLACE CURB-21ST & 5TH	212	INF	N/A	05/03/2004	756.00	756.00
<u>3797</u>	DYNA PARTS WASHER	212	EQ	N/A	07/06/2004	974.27	974.27
<u>3805</u>	BOSS 10' SNOW PLOW BLADE	212	EQ	N/A	08/16/2004	4,435.00	4,435.00
<u>3811</u>	S.BELTINE & AVE I PROJEC	212	INF	N/A	04/20/2004	1,266,749.83	1,266,749.83
<u>3817</u>	10'BOSS STRAIGHT BLADE P	212	EQ	N/A	09/07/2004	4,435.00	4,435.00
<u>3818</u>	CPI REMOTE RADIO(2 WAY)	212	EQ	N/A	09/20/2004	284.50	284.50
Department 212 Totals:						1,373,134.60	1,373,134.60
Department: 215 - Special Projects							
<u>3737</u>	SCBA DRAGER PSS100 PACK	141	EQ	N/A	02/02/2004	4,866.66	4,866.66

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Asset ID	Description	Primary Location	Class	Category	Acquisition Date	Original Cost	Net Asset Value
<u>3738</u>	SCBA DRAGER PSS100 PACK	141	EQ	N/A	02/02/2004	4,866.67	4,866.67
<u>3739</u>	SCBA DRAGER PSS100 PACK	141	EQ	N/A	02/02/2004	4,866.67	4,866.67
<u>3796</u>	EVACUATION STAIR CHAIR	141	EQ	N/A	07/06/2004	1,995.00	1,995.00
<u>3823</u>	SOCCER COMPLEX	171	LAND	N/A	09/30/2004	118,261.01	118,261.01
<u>3824</u>	SOCCER COMPLEX-IRRIGATIO	171	INF	N/A	09/30/2004	290,000.00	290,000.00
Department 215 Totals:						424,856.01	424,856.01
Department: 218 - Public Safety							
<u>3740</u>	EVIDENCE ROOM IN WAREHOU	142	BLD	N/A	02/02/2004	1,803.20	1,803.20
Department 218 Totals:						1,803.20	1,803.20
Department: 222 - MIRF							
<u>3784</u>	PLAYGROUND EQUIP./NEIGHB	171	EQ	N/A	04/19/2004	1,444.00	1,444.00
<u>3792</u>	MERRY GO ROUND-PIONEER	171	EQ	N/A	05/17/2004	3,562.58	3,562.58
<u>3823</u>	SOCCER COMPLEX	171	LAND	N/A	09/30/2004	21,557.01	21,557.01
Department 222 Totals:						26,563.59	26,563.59
Department: 225 - Mutual Fire							
<u>3757</u>	REZNOR UNIT HEATER	141	EQ	N/A	03/01/2004	7,411.05	7,411.05
<u>3841</u>	(8) 12'DOORS FOR WEST BL	141	IMP	N/A	05/17/2004	17,100.00	17,100.00
Department 225 Totals:						24,511.05	24,511.05
Department: 412 - Lease Corporation							
<u>3842</u>	WESTMOOR WATERPARK (POOL	172	STRU	N/A	11/01/2003	2,284,812.84	2,284,812.84
Department 412 Totals:						2,284,812.84	2,284,812.84
Department: 621 - Environmental Services							
<u>3790</u>	RADIO-87 CASE PAY LOADER	621	EQ	N/A	04/01/2004	647.66	647.66
<u>3799</u>	FLOURESCENT BULB-RECYCLI	621	EQ	N/A	07/19/2004	2,903.88	2,903.88
Department 621 Totals:						3,551.54	3,551.54
Department: 631 - Wastewater							
<u>3743</u>	2004 STERLING SEWER CLEA	631	EQ	N/A	02/17/2004	191,744.00	191,744.00
<u>3775</u>	GPS UNIT-GEOXT SYSTEM	631	EQ	N/A	03/15/2004	5,798.00	5,798.00
<u>3828</u>	BALTES ADD.ERMER.SANT.SE	631	INF	N/A	09/07/2004	8,925.00	8,925.00
<u>3830</u>	PH METER-SENSION 4 BENCH	631	EQ	N/A	09/30/2004	1,000.00	1,000.00
<u>3831</u>	REPAIR-DOOR (PRESS BLDG)	631	IMP	N/A	09/30/2004	1,355.00	1,355.00
Department 631 Totals:						208,822.00	208,822.00
Department: 641 - Water							
<u>3722</u>	HONDA GENERATOR HP4872	641	EQ	N/A	11/03/2003	1,055.00	1,055.00
<u>3725</u>	100 GAL.CHLORINE TANK	641	PL	N/A	12/15/2003	743.17	743.17
<u>3728</u>	SCADA(03-04) BASE RADIO	641	EQ	N/A	01/29/2004	642.00	642.00
<u>3729</u>	8"INSTA-VALVE SLEEVE	641	PL	N/A	01/05/2004	2,134.65	2,134.65
<u>3730</u>	8"INSTA-VALUE SLEEVE	641	PL	N/A	01/05/2004	2,134.65	2,134.65
<u>3731</u>	6"INSTA-VALVE SLEEVE	641	PL	N/A	01/05/2004	1,888.55	1,888.55
<u>3732</u>	6"INST-VALVE SLEEVE	641	PL	N/A	01/05/2004	1,888.55	1,888.55
<u>3733</u>	4"INSTA-VALVE SLEEVE	641	PL	N/A	01/05/2004	1,690.60	1,690.60

Asset ID	Description	Primary Location	Class	Category	Acquisition Date	Original Cost	Net Asset Value
<u>3734</u>	4"INSTA-VALVE SLEEVE	641	PL	N/A	01/05/2004	1,690.60	1,690.60
<u>3735</u>	HYDRASTOP VALVE INSERTER	641	PL	N/A	01/05/2004	7,041.68	7,041.68
<u>3742</u>	2004 CHEV SILVERADO PKP	641	VEH	N/A	02/02/2004	18,630.49	18,630.49
<u>3745</u>	METER REPAIR BENCH W/VIS	641	EQ	N/A	02/17/2004	2,461.00	2,461.00
<u>3746</u>	8"PROPELLER METER	641	EQ	N/A	02/17/2004	1,859.35	1,859.35
<u>3776</u>	2 STAGE AIR COMPRESSOR	641	EQ	N/A	03/15/2004	1,598.45	1,598.45
<u>3778</u>	3"DIAPHAGM PUM W/25 FT H	641	PL	N/A	03/01/2004	2,000.89	2,000.89
<u>3779</u>	GPS UNIT-GEOXT SYSTEM	641	EQ	N/A	03/15/2004	5,798.00	5,798.00
<u>3780</u>	DRILL-INSTALLING METER E	641	EQ	N/A	03/15/2004	893.83	893.83
<u>3786</u>	STANLEY HYDRAULIC UNIT	641	EQ	N/A	04/05/2004	4,899.50	4,899.50
<u>3787</u>	300 GAL.CHLORINE TANK	641	PL	N/A	04/20/2004	390.91	390.91
<u>3788</u>	2ND CONTAINMENT-WELL #1	641	PL	N/A	04/20/2004	599.56	599.56
<u>3795</u>	PIPE THREADER FOR AIR LI	641	EQ	N/A	05/03/2004	550.52	550.52
<u>3812</u>	3"DIAPHRAM PUMP W/25'HOS	641	EQ	N/A	08/16/2004	2,132.94	2,132.94
<u>3833</u>	FLOORING-BACK ROOM/OFFIC	641	IMP	N/A	09/30/2004	1,020.78	1,020.78
<u>3834</u>	WELL #1 REHAB	641	STRU	N/A	09/30/2004	5,136.58	5,136.58
<u>3835</u>	HYDRAULIC VALVE TURNER	641	EQ	N/A	09/07/2004	4,835.00	4,835.00
<u>3836</u>	RMMS SOFTWARE UPGRATE	641	EQ	N/A	09/07/2004	15,501.70	15,501.70
<u>3837</u>	WA MAIN REPLACE-AVE I &	641	PL	N/A	09/30/2004	394,158.45	394,158.45
<u>3838</u>	HANDHELD AUTOGUN -READIN	641	EQ	N/A	09/07/2004	743.65	743.65
Department 641 Totals:						484,121.05	484,121.05
Department: 661 - Stormwater							
<u>3839</u>	STORMWATER SYSTEM - #700	661	INF	N/A	09/23/2004	11,449.00	11,449.00
Department 661 Totals:						11,449.00	11,449.00
Grand Totals:						5,006,620.69	5,006,620.69

Acquired Asset Listing Report

Summary

Acquired Date: 10/01/2003-09/30/2004

Active Asset Summary

Department	Original Cost	Net Asset Value
111 - Finance	30,646.00	30,646.00
141 - Fire	16,096.20	16,096.20
142 - Police	25,372.77	25,372.77
151 - Library	21,000.00	21,000.00
171 - Parks	69,880.84	69,880.84
212 - Transportation	1,373,134.60	1,373,134.60
215 - Special Projects	424,856.01	424,856.01
218 - Public Safety	1,803.20	1,803.20
222 - MIRF	26,563.59	26,563.59
225 - Mutual Fire	24,511.05	24,511.05
412 - Lease Corporation	2,284,812.84	2,284,812.84
621 - Environmental Services	3,551.54	3,551.54
631 - Wastewater	208,822.00	208,822.00
641 - Water	484,121.05	484,121.05
661 - Stormwater	11,449.00	11,449.00
Active Totals:	5,006,620.69	5,006,620.69

City of Scottsbluff, Nebraska

Monday, May 19, 2014

Regular Meeting

Item Reports1

Council to receive a report from Gering City Administrator, Lane Danielzuk, on a proposal from the Sports Facilities Advisory on the development of a regional recreation master plan.

Staff Contact: Rick Kuckkahn, City Manager



600 Cleveland Street, Suite 910 • Clearwater, FL 33755 • O: 727.474.3845 • F: 727.361.1480

www.sportadvisory.com

April 16th, 2014

Lane Danielzuk
City Administrator
1025 "P" Street
P.O. Box 687
Gering, Nebraska 69341

Dear Mr. Danielzuk:

We would like to thank you for the opportunity to serve the City of Gering. The Sports Facilities Advisory (SFA) responded to a Request for Proposal (RFP) for the development of a regional recreation and leisure services master plan. This work will include a review of the existing assets, a detailed market study, feasibility analysis, and economic impact analysis for the development of new recreation assets and improvement of existing amenities.

After a review of SFA's RFP submission and in-person interview, The City of Gering selected SFA as the firm to conduct the master plan and entered negotiations. As a result of these negotiations, SFA has provided an amendment to the original scope to include an assessment of aquatics facilities in both The City of Gering and Scottsbluff, as well as, review and make recommendations to improve the operations of the Five Rocks Amphitheater.

SFA will complete these additional analyses under the original scoped base fee of \$69,000 with additional travel expenses not to exceed \$6,000 for a total of \$75,000. On the following pages, SFA has provided additional detail on these expanded services, including the inclusion of Councilman-Hunsaker as a sub-consultant and aquatics expert.

SFA is hopeful that these additional services will meet and exceed the City of Gering's expectations. We are excited to serve you through this master planning process. Please let me know if there is anything we can do to further support council's decision or answer any questions.

Sincerely,

Eric Sullivan, MBA, CAO
Principal/Executive Vice President
The Sports Facilities Advisory
600 Cleveland Street, Suite 910 | Clearwater, FL 33755
Office: 727.474.3845 | Fax: 727.361.1480 | Eric@sportadvisory.com | www.sportadvisory.com

City of Scottsbluff, Nebraska

Monday, May 19, 2014

Regular Meeting

Item Reports2

Council to consider an agreement with the YMCA for the use of Riverside Park ponds and authorize the Mayor to execute the agreement.

Staff Contact: Perry Mader, Park and Rec Director

LICENSE AGREEMENT

This License Agreement ("Agreement") is entered into on this ____ day of April, 2014, by and between the City of Scottsbluff, Nebraska, a Municipal Corporation, ("Licensor") and the Young Men's Christian Association of Scottsbluff, Nebraska, a Nebraska non-profit corporation, ("Licensee").

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

1. Grant of License:

Licensor now grants a license to Licensee to use, subject to all of the terms and conditions of this Agreement, the ponds located in Riverside Park ("Licensed Property") in operating Licensee's summer day camp program ("Program"). It is agreed that this license will be limited to the use of Licensee for canoeing as part of the Program. It is further agreed that, at all times Licensee is using the Licensed Property, there will be employees or volunteers of Licensee supervising Program participants. The Licensee shall not to allow swimming in the Licensed Property.

2. Insurance:

Licensee agrees to maintain and pay premiums for all insurance for its use of the Licensed Property and to provide Certificates of Insurance to the Licensor and its insurers. The insurance policies required by this paragraph shall not be cancellable, terminable, or modified without prior written notice to the Licensor. Licensee shall provide Licensor with proof of insurance on or prior to the effective date of this License Agreement and shall provide proof of renewal at least 15 days before the expiration of any policy.

3. Termination:

Licensor may terminate this Agreement at any time by giving written notice to the Licensee, specifying the date of termination. Such notice shall be given not less than seven (7) days prior to the date specified in such notice for the date of termination.

4. Use at Licensee's Risk:

The Licensee understands and agrees that the use of the Licensed Property for the purpose set forth in this Agreement are at its own risk. In the event Licensor is required to access the Licensed Property, it has an unlimited right to do so. If any of Licensee's property is damaged in any way, Licensee will assume full responsibility for replacing or repairing any property for its use. Licensee agrees to hold the Licensor harmless and to indemnify Licensor from any damage or claims

related to the Licensee's use of the Licensed Property or damage to Licensee's property under the terms of this Agreement.

5. Notices:

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

City of Scottsbluff	Scottsbluff YMCA
2525 Circle Drive	P.O. Box 2423
Scottsbluff, NE 69361	Scottsbluff, NE 69363
ATTN: Assistant City Manager	ATTN: Aaron Fabel

6. Assignment of Rights:

The rights of each party under this Agreement are personal to that party and may not be assigned or transferred to any other person, firm, corporation, or other entity, unless the other party consents in writing to such an assignment or transfer after being given the name and address of the the assignee or transferee. The right to occupy the Licensed Property may be terminated at any time by the Licensor according to paragraph 3. of this Agreement. Any of Licensee's assigns shall not have the right to rely on Licencee uses set forth in this Agreement upon the Licensed Property.

[SIGNATURE PAGE WILL FOLLOW]

CITY OF SCOTTSBLUFF, Licensor,

ATTEST:

By _____
Mayor

City Clerk

YOUNG MEN'S CHRISTIAN
ASSOCIATION OF SCOTTSBLUFF
NEBRASKA, a Nebraska non-profit
Corporation, Licensee,

By Dean Behling CEO

STATE OF NEBRASKA, SCOTTS BLUFF COUNTY:

The above and foregoing Licensing Agreement was acknowledged before me on _____, 2014, by Randy Meininger, Mayor of the City of Scottsbluff, a Nebraska Municipal Corporation, on behalf of the Corporation.

Notary Public

STATE OF NEBRASKA, SCOTTS BLUFF COUNTY:

The above and foregoing Licensing Agreement was acknowledged before me on _____, 2014, by _____, _____ of Young Men's Christian Association of Scottsbluff Nebraska, a Nebraska non-profit Corporation.

Notary Public

Journal of Management Studies, 36(7), 809–826.

[Handwritten signature]

[illegible]

Trial	Control (n=10)	MCI (n=10)	AD (n=10)
1	85	75	65
2	80	70	60
3	78	68	58
4	76	66	56
5	75	65	55

[illegible]

City of Scottsbluff, Nebraska

Monday, May 19, 2014

Regular Meeting

Item Reports3

Council to consider approval of the Economic Development Assistance Extension Agreement with Vertex and authorize the City Manager to execute the agreement.

Staff Contact: Rick Kuckkahn, City Manager

EXTENSION AGREEMENT

This Extension Agreement is made on January 28, 2014, between the City of Scottsbluff, Nebraska (the "City") and Vertex Business Services LLC ("Vertex").

Recitals:

a. On February 15, 2008, the City and ADS Alliance Data Systems, Inc. ("Alliance Data") entered into an Amended and Restated Economic Development Assistance Agreement (the "EDA Agreement"). Except as otherwise defined in this Extension Agreement, all capitalized terms shall have the same meaning as provided for in the EDA Agreement.

b. The EDA Agreement was amended on March 17, 2010 (the "Amendment"), to provide for the assignment and assumption of Alliance Data's interest in the EDA Agreement by Vertex U.S. Holdings II, Inc. ("Holdings"). Holdings' interest in the EDA Agreement and the Amendment is now held by Vertex, and by signing this Extension Agreement, Vertex agrees to continue to be bound by the terms of the EDA Agreement and the Amendment.

c. Pursuant to the EDA Agreement, Alliance Data was awarded a Grant. Alliance Data, and subsequently Vertex, were given the opportunity to earn Job Credits against the Grant. As of the end of the Term of the Grant (December 31, 2012), Vertex had earned a portion of the Job Credits for which it was eligible under the Grant, but owed the City a Repayment in the amount of \$225,500.

d. The City recognizes that although Vertex has not earned all of its job credits under the Grant, it continues to be a viable business and a significant employer in the community.

d. In order to encourage Vertex to remain in business in the Scottsbluff area, and to retain and hire employees, the City has agreed to extend the EDA Agreement and to provide Vertex with additional time to earn Job Credits.

Extension and Amendment of Agreement:

1. The Term shall be extended by four years until December 31, 2016. The Maximum Annual Credit provided for in paragraph 6 of the EDA Agreement is deleted, and there shall be no limit on the amount of credits that Vertex may earn in any one Year.

2. The address for notice for each party is as follows:

a. If to the City:

City of Scottsbluff
2525 Circle Drive
Scottsbluff, NE 69361
Fax: (308) 632-2916
Attention: City Manager

b. If to Vertex:

Vertex Business Services LLC
250 E Arapaho, Suite 100
Richardson TX, 75081
Attention: Brad Almond

3. Except as modified by this Extension Agreement, all other terms of the EDA Agreement and the Amendment shall continue in effect.

City of Scottsbluff, Nebraska

Vertex Business Services LLC Cities, LLC



By: _____

By: Brad Almond

Economic Development
Program Administrator

Title: Chief Financial Officer

City of Scottsbluff, Nebraska

Monday, May 19, 2014

Regular Meeting

Item Reports4

Council to authorize the Mayor to sign the lease agreement for the postage machine.

Staff Contact: Rick Kuckahn, City Manager

Agenda Statement

Item No.

For meeting of: **May 19, 2014**

AGENDA TITLE: Authorize Mayor to sign lease agreement for a postage machine.

SUBMITTED BY DEPARTMENT/ORGANIZATION: Finance

PRESENTATION BY: Rick Kuckkahn

SUMMARY EXPLANATION: The lease on our current postage machine ends in July '14. This is an agreement for a new postage machine. The new agreement has first year of monthly costs at \$106.76 and then increasing to monthly cost of \$148.76 for four years. Our current agreement was \$75.18 monthly for the first year and then \$153.09 monthly for four years. This agreement is through the Western States Contracting Alliance agreement, of which the State of Nebraska is a member.

BOARD/COMMISSION RECOMMENDATION:

STAFF RECOMMENDATION: Authorize Mayor to sign the agreement

EXHIBITS

Resolution ☐

Ordinance ☐

Contract ☐

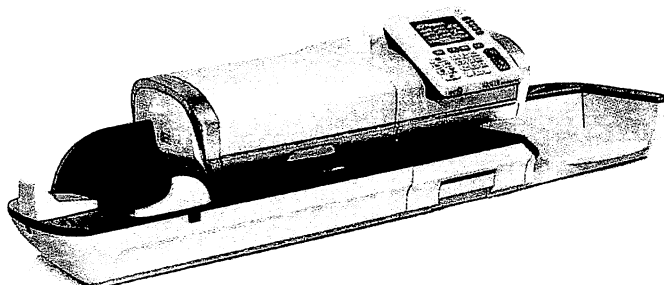
Minutes ☐

Plan/Map ☐

Other (specify) ☒ lease agreement and letter of acknowledgement

NOTIFICATION LIST: Yes ☐ No ☐ Further Instructions ☐

APPROVAL FOR SUBMITTAL: _____
City Manager



City of Scottsbluff

IN600 DIGITAL MAILING SYSTEM

- State-of-the-art iMeter™ postage meter connects you to a host of powerful business Apps
- Ergonomic design and whisper-quiet operation that complement any office environment
- Smart and intuitive control panel with shortcut keys that save time and eliminate keystrokes
- Automatic mail feeder with secure sealing for fast, hands-free batch processing
- Exclusive Postal Rate Wizard offers guided selection across 140 USPS® rates and services
- Built-in postage label dispenser with push-button printing of one or multiple tapes

SYSTEM CONFIGURATION

- IN600 Digital Mailing System
- IN 5 lb Weigh Platform

INVESTMENT DETAILS

All-Inclusive Lease

60 Month Term

WSCA Price

**12 months @ \$106.76 per month
followed by
48 months @ \$148.76 per month**

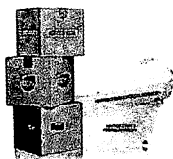
All-Inclusive Lease includes: Postage Meter Rental, Equipment Maintenance, neoFunds "download postage now, pay later" App, Postal Rates App, Shipping/Handling, and Professional Installation/Training.

Brian Cochran

Business Owner

1.866.516.5070

brian@midwestconnect.com



Valid Until:

Midwest Connect

Section (A) Dealer Information

Dealer Office Number: 9470	Dealer Office Name: Midwest Mailing Systems	Phone #: (308) 238-5070	Date Submitted:
-------------------------------	--	----------------------------	-----------------

Section (B) Billing Information

Company Name (Full legal name): City of Scottsbluff		
DBA:		
Billing Address: 1818 Avenue A		
Billing City: Scottsbluff	State: NE	Zip Code + 4: 69361
Billing Contact Name: Renae Griffiths		Contact Phone Number: (308) 630-6212
Billing Contact Title:		Contact Fax Number: (308) 630-6294
Billing Contact email Address: rgriffiths@scottsbluff.org		Purchase Order Number:

Section (C) Installation Information (if different than Billing Information)

Company Name (Full legal name):		
DBA:		
Installation Address (No PO Boxes or General Delivery):		
Installation City:	State:	Zip Code + 4:
Installation Contact Name:		Phone Number:
Installation Contact Title:		Fax Number:
Installation Contact email Address:		

Section (D) Products

	Quantity	Model / Part Number	Description (Include Serial Number, if applicable) <input type="checkbox"/> See additional listed products on attached continuation schedule.
1	1	IN600AF	IN600 Digital Mailing System
2	1	INWP5	IN 5 lb Weigh Platform
3			
4			
5			

Section (E) Lease Payment Information & Lease Payment Schedule

Tax Status: <input type="checkbox"/> Taxable <input checked="" type="checkbox"/> Tax-Exempt. <i>Certificate attached.</i> Billing Frequency: <input type="checkbox"/> Monthly <input checked="" type="checkbox"/> Quarterly <input type="checkbox"/> Annually Billing Method: <input type="checkbox"/> Standard <input checked="" type="checkbox"/> Government Payment in Arrears	Period	# of Months	Monthly Payment (plus applicable taxes)
	First	12	\$106.76
	Next	48	\$148.76
	Next		
	Next		
Current Lease Number:			
New Lease Number:			

Section (G) Postage Meter & Postage Funding Information

Main Post Office Name: Scottsbluff, NE	Post Office 5-Digit Zip Code: 69361
Postage Funding Method: <input checked="" type="checkbox"/> Bill Me <input type="checkbox"/> OMAS / CPU <input type="checkbox"/> Prepay by Check <input type="checkbox"/> OMAS Agency Code <input type="checkbox"/> ACH Debit <i>Attach ACH Authorization Form</i> <i>Attach USPS CPU Authorization Letter</i>	Postage Funding Account: <input type="checkbox"/> POC <input checked="" type="checkbox"/> TMS <input type="checkbox"/> New <input checked="" type="checkbox"/> Existing Existing Account Number 238542

Section (H) Services

Rate Protection: <input checked="" type="radio"/> Online Postal Rates <input type="radio"/> RCP (Shipped Update) <input type="radio"/> None	Covered Product:
iMeter Apps: <input type="checkbox"/> Online Postal Expense Management <input type="checkbox"/> Online E-Services <input type="checkbox"/> Online E-Services with Electronic Return Receipt	
Software: <input type="checkbox"/> Software Advantage	Covered Product:
Dealer Services: <input checked="" type="checkbox"/> Maintenance <input checked="" type="checkbox"/> Installation / Training	

Section (F) ACH Direct Debit for Lease Payments (Attach Voided Check)

Bank Name	Bank Contact Name
Bank City, State	Bank Contact Phone Number
Bank Routing Number	Bank Account Number

Section (I) Approval

Existing customers who currently fund the Postage account by ACH Debit will not be converted to neoFunds/TotalFunds unless initialed here _____.

This document consists of a Government Product Lease ("Lease") with MailFinance Inc.; and a Postage Meter Rental Agreement ("Rental Agreement"), and an Online Services and Software Agreement with Neopost USA Inc.; and a neoFunds/TotalFunds Account Agreement with Mailroom Finance, Inc. Your signature constitutes an offer to enter into the Lease and, if applicable, the other agreements, and acknowledges that you have received, read, and agree to all applicable terms and conditions (version DealerGovLease-06-13), which are also available at <http://www.neopostusa.com/terms/DealerGovLease-06-13.pdf>, and that you are authorized to sign the agreements on behalf of the customer identified above. The applicable agreements will become binding on the companies identified above only after an authorized individual accepts your offer by signing below, or when the equipment is shipped to you.

Authorized Signature	Print Name and Title	Date Accepted
Accepted by Neopost USA and its Affiliates		Date Accepted

Date

MailFinance Inc.

FEIN 94-2984524

478 Wheelers Farms Road

Milford, CT 06461

WSCA Contract # - ADSP011-000004114-4

We, City of Scottsbluff, hereby acknowledge the lease of the following:

IN600 Digital Mailing System - \$2,685

MailFinance Lease Pricing (60 month term)

The pricing for months 1-12 is \$106.76 and for months 13-60 is \$148.76.

IN600 Meter Rental is included @ \$45 per month.

Sincerely,

City of Scottsbluff, Nebraska

Monday, May 19, 2014

Regular Meeting

Item Reports5

Council to authorize the Mayor to sign the purchase agreement for a folder/insert machine.

Staff Contact: Rick Kuckahn, City Manager

Agenda Statement

Item No.

For meeting of: **May 19, 2014**

AGENDA TITLE: Authorize Mayor to sign purchase agreement for a folder/insert machine.

SUBMITTED BY DEPARTMENT/ORGANIZATION: Finance

PRESENTATION BY: Rick Kuckkahn

SUMMARY EXPLANATION: With the new software the utility billing statement changed from a postcard to an 8½ x11 sheet of paper. This is resulting in a range of 700 to 1,100 statements to fold and stuff each week. Our current folding machine is not designed to handle that capacity and is having a lot of paper jams and needing parts replaced quicker than normal. This machine will reduce folding and stuffing time from approximately 4 hours to 1 hour each week. That is time that can be utilized towards scanning the utility information in. This agreement is through the Western States Contracting Alliance agreement, of which the State of Nebraska is a member. The purchase price of \$7,213 will be covered by the software CIP budget.

BOARD/COMMISSION RECOMMENDATION:

STAFF RECOMMENDATION: Authorize Mayor to sign the agreement

EXHIBITS

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

Other (specify) ☒ purchase agreement and letter of acknowledgement

NOTIFICATION LIST: Yes ☐ No ☐ Further Instructions ☐

APPROVAL FOR SUBMITTAL: _____
City Manager



		PURCHASE ORDER NO.		DATE	
BILL TO:		INSTALL AT: (if different from bill to)			
QUANTITY	ITEM #	DESCRIPTION	UNIT PRICE	LESS DISCOUNT OR TRADE	NET PRICE
INSTALL DATE DESIRED		SALES REPRESENTATIVE		SUBTOTAL	
AUTHORIZED CUSTOMER APPROVAL SIGNATURE REQUIRED				TAX	
PRINT NAME AND TITLE				TOTAL	

DELIVERY INFORMATION	
ITEM	INSTALL DATE
COMMENTS	
ADDITIONAL INFO:	

TERMS AND CONDITIONS

EQUIPMENT WARRANTY: Midwest Connect, LLC warrants that the Equipment will be free from defect in material and workmanship, and that it will perform according to equipment specifications for 90 days from the date of installations. If you have any material, workmanship or performance problems within the first 90 days after installation, we will repair it, or performance problems within the first 90 day warranty period we will be responsible for the cost of material and labor necessary to repair or replace this Equipment.

Midwest Connect, LLC will assume the obligations stated in the Agreement only if you operate the Product under suitable temperature, humidity, line voltage, and any specified environmental conditions and only if you use it for the ordinary purpose for which it is designed.

REPAIRS: A Midwest Connect, LLC option, we will provide either maintenance and emergency repair services as required including new or equivalent to new parts and assemblies needed due to normal wear, or service your Equipment by replacing it with new or reconditioned Equipment, depending upon the age of the Equipment and the nature of the performance. You will be responsible for the maintenance, repair and replacement cost which will be charged to you at our then current rates. If you have an Equipment Maintenance Agreement with us, maintenance, repair and replacement services will be covered under that agreement.

1) Equipment. For on-site warranty repair, work will normally be done on your premises during our normal business hours at no additional charge.

2) Software. Non customized Software warranty claims will be satisfied by replacement only. Customized software warranty claims will be satisfied by repair or replacement, at our option; however, changes in your specifications or requirements will result in additional changes to you.

GENERAL TERMS

1) It is our mutual interest to make installations as efficiently as possible. You must provide a suitable power source, access, and space for installation according to our specifications.

2) We will make every reasonable effort to deliver the Equipment as soon as possible, but cannot guarantee a specific delivery date.

3) By signing this Agreement, you have created a security agreement and have given us a purchase money security interest in the Equipment. To protect our right to retake the Equipment if you have not paid for it, we may file a copy of this Agreement as a financing statement with the appropriate State Authorities. You also represent that you are financially solvent and able to pay for this Equipment when you are invoiced for it.

4) The sale price does not include, and you are responsible for paying, all taxes which may be imposed or levied upon the sale, purchase, operation, value, possession or use of the Equipment, excluding taxes on or measured by our net income.

5) In the unlikely event we have to take steps to collect payments due from you beyond invoicing we can hold you responsible for interest at the maximum lawful rate from the due date of payment, cost of collection, and reasonable attorneys' fees.

6) If you cannot accept delivery or pay for customized Equipment you have ordered we cannot easily make it suitable for remarketing. You are responsible for all nonrecoverable costs we have incurred in remarketing it.

7) Unless otherwise indicated on this order form, the Equipment furnished to you shall be new.

2501 30th Avenue
PO Box 2183
Kearney, NE 68848

LOCAL 308.238.5070
FAX 308.234.8617
FREE 866.516.5070

www.midwestconnect.com

EMPOWER YOUR MAIL

City of Scottsbluff, Nebraska

Monday, May 19, 2014

Regular Meeting

Item Reports6

Council to consider an agreement with Verizon to lease land located in the SW corner of the 23 Club Baseball complex for the construction of a cell tower.

Staff Contact: Rick Kuckkahn, City Manager

Agenda Statement

Item No.

For meeting of: May 19, 2014

AGENDA TITLE: Council to consider lease agreement for cellular phone tower on City property.

SUBMITTED BY DEPARTMENT/ORGANIZATION: Scottsbluff Parks and Recreation

PRESENTATION BY: City Manager Rick Kuckkahn

SUMMARY EXPLANATION:

The Scottsbluff Parks and Recreation Department is presenting a contract with Verizon to place a cellular tower on City property. Specifically, the tower will be place in the southwest corner of the 23 Club baseball/softball complex. The department has no objections. Agreement has been sent to legal, planning and zoning and City Administration.

Contract attached.

EXHIBITS

Resolution x

Ordinance ☐

Contract ☐

Minutes ☐

Plan/Map ☐

Other (specify) _____

NOTIFICATION LIST: Yes ☐ No ☐ Further Instructions ☐

APPROVAL FOR SUBMITTAL: _____
City Manager

Rev 3/1/99CClerk

LAND LEASE AGREEMENT

This Agreement ("Agreement"), made this ____ day of ____, 2014, between the City of Scottsbluff, Nebraska 69361, with its principal offices located at 2525 Circle Drive, Scottsbluff, Nebraska, hereinafter designated LESSOR and Verizon Wireless (VAW) LLC d/b/a Verizon Wireless, with its principal office located at One Verizon Way, Mail Stop 4AW100, Basking Ridge, New Jersey 07920 (telephone number 866-862-4404), hereinafter designated LESSEE. The LESSOR and LESSEE are at times collectively referred to hereinafter as the "Parties" or individually as the "Party".

1. PREMISES. LESSOR hereby leases to LESSEE real estate containing 3000 square feet of land space ("Land Space") located in Scottsbluff, Scottsbluff County, Nebraska (the entirety of LESSOR's real property is referred to hereinafter as the Property) and substantially described in Exhibit "A" attached hereto, together with the non-exclusive right (the "Rights of Way") for ingress and egress, seven (7) days a week twenty-four (24) hours a day, on foot or motor vehicle, including trucks over or along a fifteen foot (15') wide right-of-way extending from the nearest public right-of-way, Avenue A, to the Land Space, and for the installation and maintenance of utility wires, poles, cables, conduits, and pipes over, under, or along the Rights of Way and an eight foot wide right of way ("Further Rights of Way") from the Land Space. The Land Space, Rights of Way and Further Rights of Way are hereinafter collectively referred to as the "Premises".

2. SURVEY. LESSOR also hereby grants to LESSEE the right to survey the Property and the Premises, and said survey shall then become Exhibit "B" which shall be attached hereto and made a part hereof, and shall describe the Premises leased under the Agreement. Cost for such work shall be borne by the LESSEE.

3. TERM; RENTAL.

a. This Agreement shall be effective as of the date of execution by both Parties, provided, however, the initial term shall be for five (5) years and shall commence on the Commencement Date (as hereinafter defined) at which time rental payments shall commence and be due at a total annual rental of Nine Thousand Six Hundred and 00/100 Dollars (\$9,600.00) to be paid in equal monthly installments of Eight Hundred and 00/100 Dollars (\$800.00) on the first day of the month, in advance, to LESSOR or to such other person, firm or place as LESSOR may, from time to time, designate in writing at least thirty (30) days in advance of any rental payment date by notice given in accordance with Paragraph 23 below. The Agreement shall commence based upon the date LESSEE commences installation of the equipment on the Premises, or on the first day of September 2014, whichever occurs first. In the event the date of commencing installation of equipment is determinative and such date falls between the 1st and 15th of the month, the Agreement shall commence on the 1st of that month and if such date falls between the 16th and 31st of the month, then the Agreement shall commence on the 1st day of the following month (either of the foregoing or September 1, 2014, if applicable, being the "Commencement Date"). LESSOR and LESSEE agree that they shall acknowledge in writing

the Commencement Date in the event the Commencement Date is based upon the date LESSEE commences installation of the equipment on the Premises. In the event the Commencement Date is the fixed date set forth above, there shall be no written acknowledgement required. LESSOR and LESSEE acknowledge and agree that initial rental payment(s) shall not actually be sent by LESSEE until thirty (30) days after the Commencement Date or after a written acknowledgement confirming the Commencement Date, if such an acknowledgement is required. By way of illustration of the preceding sentence, if the Commencement Date is January 1 and no written acknowledgement confirming the Commencement Date is required, LESSEE shall send to the LESSOR the rental payments for January 1 and February 1 by February 1, and if the Commencement Date is January 1 and a required written acknowledgement confirming the Commencement Date is dated January 14, LESSEE shall send to the LESSOR the rental payments for January 1 and February 1 by February 13.

Upon agreement of the Parties, LESSEE may pay rent by electronic funds transfer and in such event, LESSOR agrees to provide to LESSEE bank routing information for such purpose upon request of LESSEE.

b. LESSOR hereby agrees to provide to LESSEE certain documentation (the "Rental Documentation") necessary for LESSEE to comply with tax and information return reporting rules of the Internal Revenue Service ("IRS") or state and local withholding forms, in a form acceptable to LESSEE prior to execution of the Agreement by the parties, and at such other times as may be reasonably requested by LESSEE.

4. EXTENSIONS. This Agreement shall automatically be extended for three (3) additional five (5) year terms unless LESSEE terminates it at the end of the then current term by giving LESSOR written notice of the intent to terminate at least six (6) months prior to the end of the then current term.

5. EXTENSION RENTALS. The annual rental shall increase on each anniversary of the Commencement Date by an amount equal to three percent (3%) of the total annual rent for the previous lease year.

6. ADDITIONAL EXTENSIONS. If at the end of the third (3rd) five (5) year extension term this Agreement has not been terminated by either Party by giving to the other written notice of an intention to terminate it at least three (3) months prior to the end of such term, this Agreement shall continue in force upon the same covenants, terms and conditions for a further term of one (1) year and for one (1) year terms thereafter until terminated by either Party by giving to the other written notice of its intention to so terminate at least three (3) months prior to the end of such term. Annual rental for each such additional one (1) year term shall be equal to the annual rental payable with respect to the immediately preceding term. The initial term and all extensions shall be collectively referred to herein as the "Term".

7. TAXES. LESSEE shall have the responsibility to pay any personal property, real estate taxes, assessments, or charges owed on the Premises which LESSOR demonstrates is the result of LESSEE's use of the Premises and/or the installation, maintenance, and operation of the LESSEE's improvements, and any sales tax imposed on the rent (except to the extent that

LESSEE is or may become exempt from the payment of sales tax in the jurisdiction in which the Premises is located), including any increase in real estate taxes at the Premises which LESSOR demonstrates arises from the LESSEE's improvements and/or LESSEE's use of the Premises. LESSEE shall be responsible for the payment of any taxes, levies, assessments and other charges imposed including franchise and similar taxes imposed upon the business conducted by LESSEE at the Premises. Notwithstanding the foregoing, LESSEE shall not have the obligation to pay any tax, assessment, or charge that LESSEE is disputing in good faith in appropriate proceedings prior to a final determination that such tax is properly assessed provided that no lien attaches to the Premises.

LESSEE shall have the right, at its sole option and at its sole cost and expense, to appeal, challenge or seek modification of any tax assessment or billing for which LESSEE is wholly or partly responsible for payment. LESSOR shall reasonably cooperate with LESSEE at LESSEE's expense in filing, prosecuting and perfecting any appeal or challenge to taxes as set forth in the preceding sentence, including but not limited to, executing any consent, appeal or other similar document. In the event that as a result of any appeal or challenge by LESSEE, there is a reduction, credit or repayment received by the LESSOR for any taxes previously paid by LESSEE, LESSOR agrees to promptly reimburse to LESSEE the amount of said reduction, credit or repayment. In the event that LESSEE does not have the standing rights to pursue a good faith and reasonable dispute of any taxes under this paragraph, LESSOR will pursue such dispute at LESSEE's sole cost and expense upon written request of LESSEE.

8. USE; GOVERNMENTAL APPROVALS. LESSEE shall use the Premises for the purpose of constructing, maintaining, repairing and operating a communications facility and uses incidental thereto. A security fence consisting of chain link construction or similar but comparable construction may be placed around the perimeter of the Premises at the discretion of LESSEE (not including the access easement). All improvements, equipment, antennas and conduits shall be at LESSEE's expense and their installation shall be at the discretion and option of LESSEE. LESSEE shall have the right to replace, repair, add or otherwise modify its utilities, equipment, antennas and/or conduits or any portion thereof and the frequencies over which the equipment operates, whether the equipment, antennas, conduits or frequencies are specified or not on any exhibit attached hereto, during the Term. It is understood and agreed that LESSEE's ability to use the Premises is contingent upon its obtaining after the execution date of this Agreement all of the certificates, permits and other approvals (collectively the "Governmental Approvals") that may be required by any Federal, State or Local authorities as well as satisfactory soil boring tests which will permit LESSEE use of the Premises as set forth above. In the event that (i) any of such applications for such Governmental Approvals should be finally rejected; (ii) any Governmental Approval issued to LESSEE is canceled, expires, lapses, or is otherwise withdrawn or terminated by governmental authority; (iii) LESSEE determines that such Governmental Approvals may not be obtained in a timely manner; (iv) LESSEE determines that any soil boring tests are unsatisfactory; (v) LESSEE determines that the Premises is no longer technically compatible for its use, or (vi) LESSEE, in its sole discretion, determines that the use the Premises is obsolete or unnecessary, LESSEE shall have the right to terminate this Agreement. Notice of LESSEE's exercise of its right to terminate shall be given to LESSOR in writing by certified mail, return receipt requested, and shall be effective upon the mailing of such notice by LESSEE, or upon such

later date as designated by LESSEE. All rentals paid to said termination date shall be retained by LESSOR. Upon such termination, this Agreement shall be of no further force or effect except to the extent of the representations, warranties and indemnities made by each Party to the other hereunder. The parties agree that upon any termination of the Agreement as identified herein, LESSEE shall continue to pay rent to LESSOR until such time that LESSEE has removed its equipment from the Premises in accordance with Paragraph 14 and 15 further discussed below.

9. INDEMNIFICATION. Subject to Paragraph 10 below, each Party shall indemnify and hold the other harmless against any claim of liability or loss from personal injury or property damage resulting from or arising out of the negligence or willful misconduct of the indemnifying Party, its employees, contractors or agents, except to the extent such claims or damages may be due to or caused by the negligence or willful misconduct of the other Party, or its employees, contractors or agents.

10. INSURANCE.

LESSOR and LESSEE each agree that at its own cost and expense, each will maintain commercial general liability insurance and third property liability with limits of not less than \$1,000,000 for injury to or death of one or more persons in any one occurrence and \$1,000,000 for damage or destruction to property in any one occurrence.

11. LIMITATION OF LIABILITY. Except for indemnification pursuant to Paragraphs 9 and 29, neither Party shall be liable to the other, or any of their respective agents, representatives, employees for any lost revenue, lost profits, loss of technology, rights or services, incidental, punitive, indirect, special or consequential damages, loss of data, or interruption or loss of use of service, even if advised of the possibility of such damages, whether under theory of contract, tort (including negligence), strict liability or otherwise.

12. ANNUAL TERMINATION. Notwithstanding anything to the contrary contained herein, provided LESSEE is not in default hereunder beyond applicable notice and cure periods, LESSEE shall have the right to terminate this Agreement upon the annual anniversary of the Commencement Date provided that six (6) months prior notice is given to LESSOR and LESSEE complies with Paragraph 8 and 14 herein.

13. INTERFERENCE. LESSEE agrees to install equipment of the type and frequency which will not cause harmful interference which is measurable in accordance with then existing industry standards to any equipment of LESSOR. In the event any LESSEE equipment causes such interference, and after LESSOR has notified LESSEE in writing of such interference, LESSEE will immediately take all commercially reasonable steps necessary to correct and eliminate the interference, including but not limited to LESSEE powering down such equipment and later powering up such equipment for intermittent testing until any such interference is cured by LESSEE. The Parties agree that so long as LESSEE is making a good faith effort to remedy any such interference upon written notice from LESSOR and thereafter continuously and diligently pursues the cure to completion, LESSEE shall not be deemed in default under this Paragraph. The Parties acknowledge that there will not be an adequate remedy at law for

noncompliance with the provisions of this Paragraph and therefore, either Party shall have the right to equitable remedies, such as, without limitation, injunctive relief and specific performance. Notwithstanding the foregoing, LESSEE agrees that its use of the Premises shall not unreasonably interfere with the use of the Nebraska National Guard Armory located adjacent to LESSOR's Property.

14. REMOVAL AT END OF TERM. LESSEE shall, upon expiration of the Term, or within ninety (90) days after any earlier termination of the Agreement, remove its building(s), antenna structure(s) including footings up to six feet (6') below grade, equipment, conduits, fixtures and all personal property and restore the Premises to its original condition, reasonable wear and tear and casualty damage excepted. LESSOR agrees and acknowledges that all of the equipment, conduits, fixtures and personal property of LESSEE shall remain the personal property of LESSEE and LESSEE shall have the right to remove the same at any time during the Term of the Agreement, whether or not said items are considered fixtures and attachments to real property under applicable Laws (as defined in Paragraph 33 below). If such time for removal causes LESSEE to remain on the Premises after termination of this Agreement, LESSEE shall pay rent at the then existing monthly rate or on the existing monthly pro-rata basis if based upon a longer payment term, until such time as the removal of the building, antenna structure, fixtures and all personal property are completed.

15. HOLDOVER. LESSEE has no right to retain possession of the Premises or any part thereof beyond the expiration of that removal period set forth in Paragraph 14 herein. In the event LESSEE holds over in violation of Paragraph 14 and this Paragraph 15, then the rent then in effect payable from and after the time of the expiration or earlier removal period set forth in Paragraph 14 shall be equal to the rent applicable during the month immediately preceding such expiration or earlier termination.

16. INTENTIONALLY OMITTED.

17. INTENTIONALLY OMITTED.

18. QUIET ENJOYMENT. LESSOR covenants that LESSEE, on paying the rent and performing the covenants herein, shall peaceably and quietly have, hold and enjoy the Premises.

19. TITLE. LESSOR represents and warrants to LESSEE as of the execution date of this Agreement, and covenants during the Term that LESSOR is seized of good and sufficient title and interest to the Property and has full authority to enter into and execute this Agreement. LESSOR further covenants that there are no liens, judgments or impediments of title on the Premises, or affecting LESSOR's title to the same and that there are no covenants, easements or restrictions which prevent or adversely affect the use or occupancy of the Premises by LESSEE as set forth above.

20. INTEGRATION. It is agreed and understood that this Agreement contains all agreements, promises and understandings between LESSOR and LESSEE and that no verbal or

oral agreements, promises or understandings shall be binding upon either LESSOR or LESSEE in any dispute, controversy or proceeding at law, and any addition, variation or modification to this Agreement shall be void and ineffective unless made in writing signed by the Parties or in a written acknowledgment in the case provided in Paragraph 3. In the event any provision of the Agreement is found to be invalid or unenforceable, such finding shall not affect the validity and enforceability of the remaining provisions of this Agreement. The failure of either Party to insist upon strict performance of any of the terms or conditions of this Agreement or to exercise any of its rights under the Agreement shall not waive such rights and such Party shall have the right to enforce such rights at any time and take such action as may be lawful and authorized under this Agreement, in law or in equity.

21. GOVERNING LAW. This Agreement and the performance thereof shall be governed, interpreted, construed and regulated by the Laws of the State in which the Premises is located.

22. ASSIGNMENT. This Agreement may be sold, assigned or transferred by the LESSEE without any approval or consent of the LESSOR to the LESSEE's principal, affiliates, subsidiaries of its principal or to any entity which acquires all or substantially all of LESSEE's assets in the market defined by the Federal Communications Commission in which the Premises is located by reason of a merger, acquisition or other business reorganization. LESSEE shall provide LESSOR with written notice of any sale, assignment or transfer of the Agreement to LESSEE's principal, affiliates, subsidiaries of its principal within thirty (30) days of any such assignment or transfer. As to other parties, this Agreement may not be sold, assigned or transferred without the written consent of the LESSOR, which such consent will not be unreasonably withheld, delayed or conditioned. No change of stock ownership, partnership interest or control of LESSEE or transfer upon partnership or corporate dissolution of LESSEE shall constitute an assignment hereunder. The Parties agree that LESSEE may not sublet the Premises.

23. NOTICES. All notices hereunder must be in writing and shall be deemed validly given if sent by certified mail, return receipt requested or by commercial courier, provided the courier's regular business is delivery service and provided further that it guarantees delivery to the addressee by the end of the next business day following the courier's receipt from the sender, addressed as follows (or any other address that the Party to be notified may have designated to the sender by like notice):

LESSOR: City of Scottsbluff, Nebraska
2525 Circle Drive
Scottsbluff, Nebraska
Attention: _____

LESSEE: Verizon Wireless (VAW) LLC
d/b/a Verizon Wireless
180 Washington Valley Road
Bedminster, New Jersey 07921
Attention: Network Real Estate

Notice shall be effective upon actual receipt or refusal as shown on the receipt obtained pursuant to the foregoing.

24. SUCCESSORS. This Agreement shall extend to and bind the heirs, personal representative, successors and assigns of the Parties hereto.

25. INTENTIONALLY OMITTED.

26. RECORDING. LESSOR agrees to execute a Memorandum of this Agreement which LESSEE may record with the appropriate recording officer.

27. DEFAULT.

a. In the event there is a breach by LESSEE with respect to any of the provisions of this Agreement or its obligations under it, including the payment of rent, LESSOR shall give LESSEE written notice of such breach. After receipt of such written notice, LESSEE shall have fifteen (15) days in which to cure any monetary breach and thirty (30) days in which to cure any non-monetary breach, provided LESSEE shall have such extended period as may be required beyond the thirty (30) days if the nature of the cure is such that it reasonably requires more than thirty (30) days and LESSEE commences the cure within the thirty (30) day period and thereafter continuously and diligently pursues the cure to completion. LESSOR may not maintain any action or effect any remedies for default against LESSEE unless and until LESSEE has failed to cure the breach within the time periods provided in this Paragraph.

b. In the event there is a breach by LESSOR with respect to any of the provisions of this Agreement or its obligations under it, LESSEE shall give LESSOR written notice of such breach. After receipt of such written notice, LESSOR shall have thirty (30) days in which to cure any such breach, provided LESSOR shall have such extended period as may be required beyond the thirty (30) days if the nature of the cure is such that it reasonably requires more than thirty (30) days and LESSOR commences the cure within the thirty (30) day period and thereafter continuously and diligently pursues the cure to completion. LESSEE may not maintain any action or effect any remedies for default against LESSOR unless and until LESSOR has failed to cure the breach within the time periods provided in this Paragraph. Notwithstanding the foregoing to the contrary, it shall be a default under this Agreement if LESSOR fails, within five (5) days after receipt of written notice of such breach, to perform an obligation required to be

performed by LESSOR if the failure to perform such an obligation interferes with LESSEE's ability to conduct its business on the Premises; provided, however, that if the nature of LESSOR's obligation is such that more than five (5) days after such notice is reasonably required for its performance, then it shall not be a default under this Agreement if performance is commenced within such five (5) day period and thereafter diligently pursued to completion.

28. REMEDIES. Upon a default, the non-defaulting Party may at its option (but without obligation to do so), perform the defaulting Party's duty or obligation on the defaulting Party's behalf, including but not limited to the obtaining of reasonably required insurance policies. The costs and expenses of any such performance by the non-defaulting Party shall be due and payable by the defaulting Party upon invoice therefor. In the event of a default by either Party with respect to a material provision of this Agreement, without limiting the non-defaulting Party in the exercise of any right or remedy which the non-defaulting Party may have by reason of such default, the non-defaulting Party may terminate the Agreement and/or pursue any remedy now or hereafter available to the non-defaulting Party under the Laws or judicial decisions of the state in which the Premises are located; provided, however, LESSOR shall use reasonable efforts to mitigate its damages in connection with a default by LESSEE. Notwithstanding the foregoing, if LESSOR does not pay LESSEE the full undisputed amount within thirty (30) days of its receipt of an invoice setting forth the amount due from LESSOR, LESSEE may offset the full undisputed amount, due against all fees due and owing to LESSOR until the full undisputed amount, is fully reimbursed to LESSEE.

29. ENVIRONMENTAL.

a. LESSOR will be responsible for all obligations of compliance with any and all environmental and industrial hygiene laws, including any regulations, guidelines, standards, or policies of any governmental authorities regulating or imposing standards of liability or standards of conduct with regard to any environmental or industrial hygiene conditions or concerns as may now or at any time hereafter be in effect, that are or were in any way related to activity now conducted in, on, or in any way related to the Premises, unless such conditions or concerns are caused by the specific activities of LESSEE in the Premises.

b. LESSOR shall hold LESSEE harmless and indemnify LESSEE from and assume all duties, responsibility and liability at LESSOR's sole cost and expense, for all duties, responsibilities, and liability (for payment of penalties, sanctions, forfeitures, losses, costs, or damages) and for responding to any action, notice, claim, order, summons, citation, directive, litigation, investigation or proceeding which is in any way related to: a) failure to comply with any environmental or industrial hygiene law, including without limitation any regulations, guidelines, standards, or policies of any governmental authorities regulating or imposing standards of liability or standards of conduct with regard to any environmental or industrial hygiene concerns or conditions as may now or at any time hereafter be in effect, unless such non-compliance results from conditions caused by LESSEE; and b) any environmental or industrial hygiene conditions arising out of or in any way related to the condition of the Premises or activities conducted thereon, unless such environmental conditions are caused by LESSEE.

30. INTENTIONALLY OMITTED.

31. INTENTIONALLY OMITTED.

32. SIGNATURE AUTHORITY. Each of the Parties hereto warrants to the other that the person or persons executing this Agreement on behalf of such Party has the full right, power and authority to enter into and execute this Agreement on such Party's behalf and that no consent from any other person or entity is necessary as a condition precedent to the legal effect of this Agreement.

33. APPLICABLE LAWS. During the Term of the Agreement, LESSOR shall maintain the Property in compliance with all applicable laws, rules, regulations, ordinances, directives, covenants, easements, zoning and land use regulations, and restrictions of record, permits, building codes, and the requirements of any applicable fire insurance underwriter or rating bureau, now in effect or which may hereafter come into effect (including, without limitation, the Americans with Disabilities Act and laws regulating hazardous substances) (collectively "Laws"). LESSEE shall, in respect to the condition of the Premises and at LESSEE's sole cost and expense, comply with (a) all Laws relating solely to LESSEE's specific and unique nature of use of the Premises (other than general office use); and (b) all building codes requiring modifications to the Premises due to the improvements being made by LESSEE in the Premises.

34. SURVIVAL. The provisions of the Agreement relating to indemnification from one Party to the other Party shall survive any termination or expiration of this Agreement. Additionally, any provisions of this Agreement which require performance subsequent to the termination or expiration of this Agreement shall also survive such termination or expiration.

35. CAPTIONS. The captions contained in this Agreement are inserted for convenience only and are not intended to be part of the Agreement. They shall not affect or be utilized in the construction or interpretation of the Agreement.

[SIGNATURE PAGE TO FOLLOW]

IN WITNESS WHEREOF, the Parties hereto have set their hands and affixed their respective seals the day and year first above written.

LESSOR:

City of Scottsbluff, Nebraska, a municipal corporation

ATTEST:

City Clerk

By: _____
Name: Randy Meininger
Its: Mayor
Date: _____

LESSEE:

**Verizon Wireless (VAW) LLC
d/b/a Verizon Wireless**

WITNESS

By: _____
Name: Lynn Ramsey
Its: Area Vice President Network
Date: _____

Exhibit "A"

Legal Description of the Premises

(See Attached Site Sketch of Premises)

PROPOSED LAND SPACE DESCRIPTION

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

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

PROPOSED ACCESS/UTILITY R.O.W. DESCRIPTION

An Access/Utility Right of Way, 15 feet in width, located in that part of the East 300' and vacated 1st Avenue North of 29th Street and the West 151.5' except the South 900 feet, all in William Frank Park Addition to the City of Scottsbluff, Scottsbluff County, Nebraska, situated on part of the Southeast Quarter (SE1/4) of Section 14, Township 22 North, Range 55 West of the 6th P.M. in Scotts Bluff County, Nebraska and the centerline being more particularly described as follows:

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

PROPOSED UTILITY R.O.W. DESCRIPTION

An Utility Right of Way, 8 feet in width, located in that part of the East 300' and vacated 1st Avenue North of 29th Street and the West 151.5' except the South 900 feet, all in William Frank Park Addition to the City of Scottsbluff, Scottsbluff County, Nebraska, situated on part of the Southeast Quarter (SE1/4) of Section 14, Township 22 North, Range 55 West of the 6th P.M. in Scotts Bluff County, Nebraska and the centerline being more particularly described as follows:

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

05/06/14

Exhibit "B"
(Survey)

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

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

Referring to the Northwest corner of Scottsbluff ARNG Army tract, a 5/8" Rebar found, thence northerly on an assumed bearing of North 02°15'30" East, on the westerly line of Willem Park Addition, 8.00 feet, to the Point of Beginning for the described Land Space; thence following the perimeter of the Land Space on the following bearings and distances: thence North 02°15'30" East, 60.00 feet; thence South 88°17'52" East, 50.00 feet; thence South 02°15'30" West, 60.00 feet; thence North 88°17'52" West, 50.00 feet, to the Point of Beginning. Containing a total calculated area of 3,000 square feet, or 0.069 acres, more or less.

An Access/Utility Right of Way, 15 feet in width, located in that part of the East 300' and vacated 1st Avenue North of 28th Street and the West 151.5' except the South 900 feet, all in William Frank Park Addition to the City of Scottsbluff, Scottsbluff County, Nebraska, situated on part of the Southeast Quarter (SE1/4) of Section 14, Township 22 North, Range 55 West of the 6th P.M. in Scotts Bluff County, Nebraska and the centerline being more particularly described as follows:

Referring to the Northwest corner of Scottsbluff ARNG Army tract, a 5/8" Reber found; thence northerly on an assumed bearing of North 02°15'50" East, on the westerly line of William Frank Park Addition, 8.00 feet, to the Southwest corner of the described Land Space; thence following the perimeter of the Land Space on the following bearings and distances: thence North 02°15'50" East, 60.00 feet; thence South 85°17'52" East, 50.00 feet; thence South 02°15'50" West, 50.56 feet, to the Point of Beginning for the center line of the described right of way, thence easterly South 85°10'41" East, 118.83 feet; thence southerly South 00°00'00" East, 169.54 feet, to a point of intersection on the northerly right of way line of 29th Street, also being the Point of Termination for the center line of the described easement. Containing a total calculated area of 4,325 square feet, or 0.089 acres, more or less.

An Utility Right of Way, 8 feet in width, located in that part of the East 300' and vacated 1st Avenue North of 29th Street and the West 151.5' except the South 900 feet, all in William Frank Park Addition to the City of Scottsbluff, Scottsbluff County, Nebraska, situated on part of the Southeast Quarter (SE1/4) of Section 14, Township 22 North, Range 55 West of the 6th P.M. in Scotts Bluff County, Nebraska and the centerline being more particularly described as follows:

Referring to the Northwest corner of Scotsbluff ARNG Armory tract, a 5/8" Rebar found; thence northerly on an assumed bearing of North 02°15'50" East, on the westerly line of William Frank Park Addition, 4.00 feet, to the Point of Beginning for the center line of the described right of way; thence easterly South 88°17'52" East, 157.49 feet; thence southerly South 00°00'00" East, 162.49, to a point of intersection on the northerly right of way line of 28th Street, also being the Point of Termination for the center line of the described right of way. Containing a total calculated area of 2560 square feet, or 0.059 acres, more or less.

[illegible]

The Commitment by Chicago Title Insurance Company dated September 6, 2013, as Commitment No. L20131640, contains the following exceptions which are of survey matters:

10. Easement given to the State of Nebraska, Military Department, filed May 26, 2000 as Instrument No.2000-03020. Does not affect the Proposed Land Space or Access/Utility Right of Way and is shown hereon.

Zoning Information:
C-2

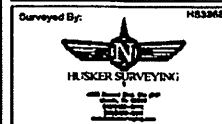
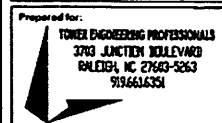
Flood information:
Property falls within a Zone "B" as
determined by FEMA Flood Rate
Map No. 310206 0010 C, effective,
06/15/1979.



I, Joyme M. Malone, a Professional Registered Land Surveyor under the laws of the State of Nebraska, certify the above survey was executed by me, on the date shown. Distances shown are measured in feet and decimals of a foot.

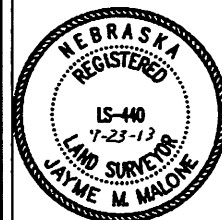
Signed this 23rd day of Sept., 20 13

Joyce M. Malone



Site Information:

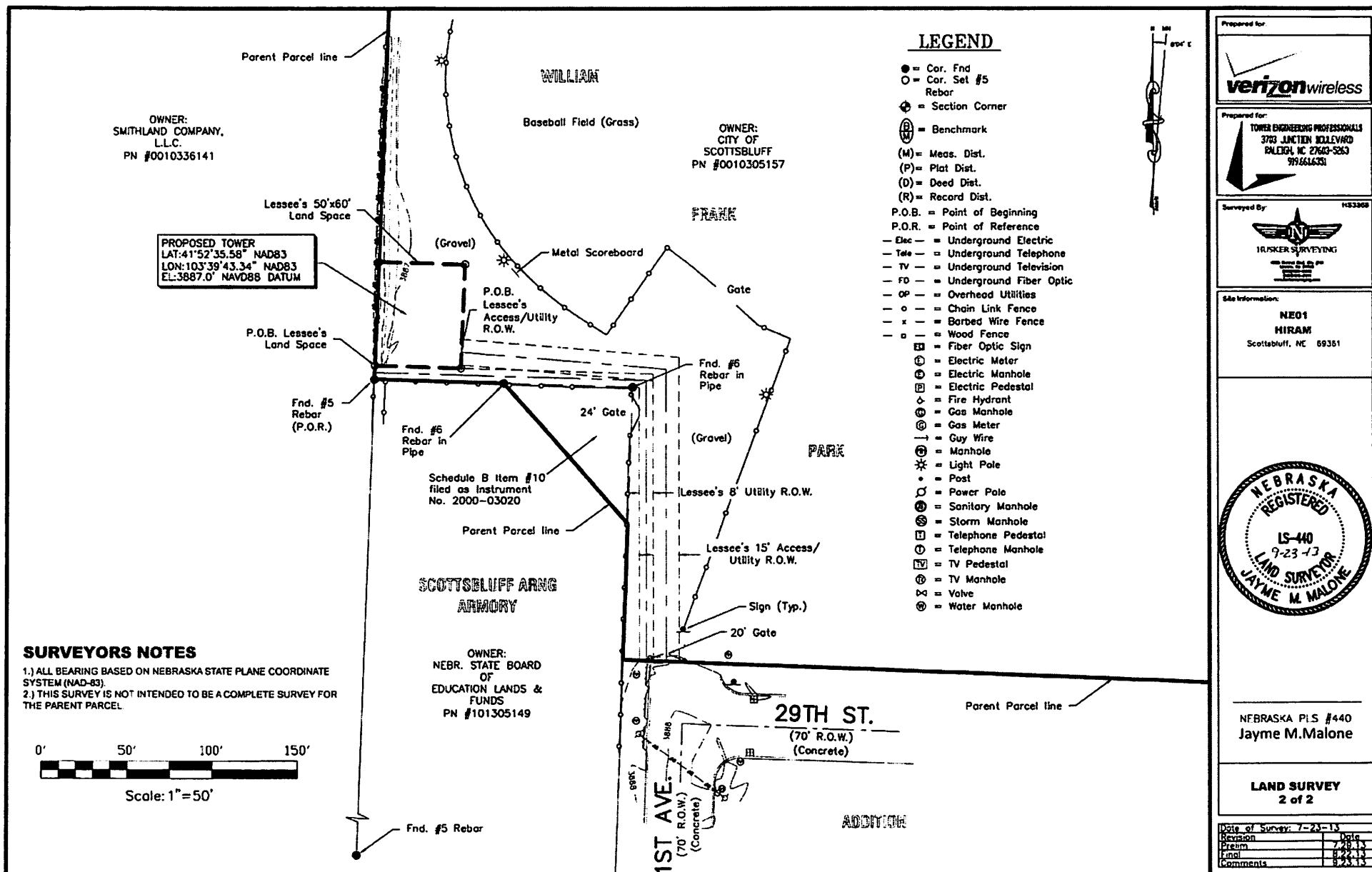
NE01
HIRAM
Scottsbluff, NE 69361



NEBRASKA PLS #440
Jayme M. Malone

LAND SURVEY
1 of 2

Date of Survey: 7-23-13	
Revision	Date
Prelim	7.29.13
Final	8.22.13
Comments	9.23.13



Prepared by and upon recording
Please return to:

Ginsberg Jacobs LLC
300 South Wacker Drive
Suite 2750
Chicago, Illinois 60606
Attn: Steven F. Ginsberg, Esq.
(Site Name: NE01 Hiram Scott)

MEMORANDUM OF LAND LEASE AGREEMENT

This Memorandum of Land Lease Agreement is made this ____ day of _____, 2014, between City of Scottsbluff, Nebraska, a municipal corporation, with its principal offices located at 2525 Circle Drive, Scottsbluff, Nebraska, hereinafter collectively designated LESSOR and Verizon Wireless (VAW) LLC d/b/a Verizon Wireless, with its principal office located at One Verizon Way, Mail Stop 4AW100, Basking Ridge, New Jersey 07920, hereinafter referred to as "LESSEE". LESSOR and LESSEE are at times collectively referred to hereinafter as the "Parties" or individually as the "Party".

1. LESSOR and LESSEE entered into a Land Lease Agreement (the "Agreement") on _____, 2014 for an initial term of five (5) years, commencing on the Commencement Date. The Land Lease Agreement shall automatically be extended for three (3) additional five (5) year terms unless the LESSEE terminates it at the end of the then current term by giving the LESSOR written notice of the intent to terminate at least six (6) months prior to the end of the then current term.
2. LESSOR hereby leases to LESSEE real estate containing 3000 square feet of land space ("Land Space") located in Scottsbluff, Scottsbluff County, Nebraska (the entirety of LESSOR's real property is referred to hereinafter as the Property) and substantially described in Exhibit "A" attached hereto, together with the non-exclusive right (the "Rights of Way") for ingress and egress, seven (7) days a week twenty-four (24) hours a day, on foot or motor vehicle, including trucks over or along a fifteen foot (15') wide right-of-way extending from the nearest public right-of-way, Avenue A, to the Land Space, and for the installation and maintenance of utility wires, poles, cables, conduits, and pipes over, under, or along the Rights of Way and an eight foot wide right of way ("Further Rights of Way") from the Land Space. The demised premises, right-of-way and further rights of way are hereinafter collectively referred to as the "Premises". The Premises are described in Exhibit A attached hereto and made a part hereof, and as shown on the plat of survey attached hereto and incorporated herein as Exhibit B.
3. The Commencement Date of the Agreement, of which this is a Memorandum, is _____.

[Signature Page To Follow]

4. The terms, covenants and provisions of the Agreement, the terms of which are hereby incorporated by reference into this Memorandum, shall extend to and be binding upon the respective executors, administrators, heirs, successors and assigns of LESSOR and LESSEE.

IN WITNESS WHEREOF, hereunto and to a duplicate hereof, LESSOR and LESSEE have caused this Memorandum to be duly executed on the date first written hereinabove.

LESSOR:

Scottsbluff County, Nebraska , a municipal corporation

ATTEST:

City Clerk

By: _____
Name: Randy Meininger
Its: Mayor
Date: _____

LESSEE:

**Verizon Wireless (VAW) LLC
d/b/a Verizon Wireless**

By: _____
Name: Lynn Ramsey
Its: Area Vice President Network
Date: _____

[Acknowledgments Follow On Next Page]

STATE OF NEBRASKA

)

)ss.

LESSOR ACKNOWLEDGEMENT

COUNTY OF _____

)

On this ____ day of _____, 2014, before me, _____, the undersigned Notary Public, duly commissions and sworn, personally appeared Randy Meininger, personally known to me (or proved to me on the basis of satisfactory evidence) to be the Mayor of the County of Scottsbluff, Nebraska, the person whose name is subscribed to the within instrument and acknowledged to me that she executed the same in her authorized capacity, and that by her signature on the instrument the person, or the entity upon behalf of which the person acted, executed the instrument.

WITNESS my hand and official Notarial Seal, this ____ day of _____, 2014.

Notary Public

My Commission Expires:

STATE OF ILLINOIS)
) ss.
COUNTY OF COOK)

LESSEE ACKNOWLEDGEMENT

On this ____ day of _____, 2014, before me, _____, the undersigned Notary Public, duly commissions and sworn, personally appeared Lynn Ramsey, personally known to me (or proved to me on the basis of satisfactory evidence) to be the Area Vice President Network of Verizon Wireless (VAW) LLC d/b/a Verizon Wireless, the person whose name is subscribed to the within instrument and acknowledged to me that she executed the same in her authorized capacity, and that by her signature on the instrument the person, or the entity upon behalf of which the person acted, executed the instrument.

WITNESS my hand and official Notarial Seal, this ____ day of _____, 2014.

Notary Public

My Commission Expires:

EXHIBIT A

[WRITTEN METES AND BOUNDS OF THE PREMISES AND INGRESS/EGRESS AND UTILITY EASEMENT]

PROPOSED LAND SPACE DESCRIPTION

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

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

PROPOSED ACCESS/UTILITY R.O.W. DESCRIPTION

An Access/Utility Right of Way, 15 feet in width, located in that part of the East 300' and vacated 1st Avenue North of 29th Street and the West 151.5' except the South 900 feet, all in William Frank Park Addition to the City of Scottsbluff, Scottsbluff County, Nebraska, situated on part of the Southeast Quarter (SE1/4) of Section 14, Township 22 North, Range 55 West of the 6th P.M. in Scotts Bluff County, Nebraska and the centerline being more particularly described as follows:

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

PROPOSED UTILITY R.O.W. DESCRIPTION

An Utility Right of Way, 8 feet in width, located in that part of the East 300' and vacated 1st Avenue North of 29th Street and the West 151.5' except the South 900 feet, all in William Frank Park Addition to the City of Scottsbluff, Scottsbluff County, Nebraska, situated on part of the Southeast Quarter (SE1/4) of Section 14, Township 22 North, Range 55 West of the 6th P.M. in Scotts Bluff County, Nebraska and the centerline being more particularly described as follows:

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

EXHIBIT B
[BOUNDARY SURVEY OF THE PREMISES
AND INGRESS/EGRESS AND UTILITY EASEMENT]

PARENT PARCEL DESCRIPTION

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

PROPOSED LAND SPACE DESCRIPTION

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

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

PROPOSED ACCESS/UTILITY R.O.W. DESCRIPTION

An Access/Utility Right of Way, 15 feet in width, located in that part of the East 300' and vacated 1st Avenue North of 29th Street and the West 151.5' except the South 900 feet, all in William Frank Park Addition to the City of Scottsbluff, Scottsbluff County, Nebraska, situated on part of the Southeast Quarter (SE1/4) of Section 14, Township 22 North, Range 55 West of the 6th P.M. in Scotts Bluff County, Nebraska and the centerline being more particularly described as follows:

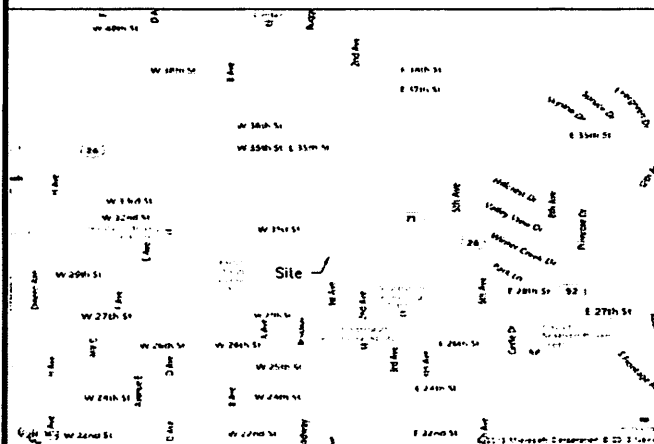
Referring to the Northwest corner of Scottsbluff ARNG Armory tract, a 5/8" Reber found; thence northerly on an assumed bearing of North 02°15'50" East, on the westerly line of William Frank Park Addition, 8.00 feet, to the Southwest corner of the described Land Space; thence following the perimeter of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

PROPOSED UTILITY R.O.W. DESCRIPTION

An Utility Right of Way, 8 feet in width, located in that part of the East 300' and vacated 1st Avenue North of 29th Street and the West 151.5' except the South 900 feet, all in William Frank Park Addition to the City of Scottsbluff, Scottsbluff County, Nebraska, situated on part of the Southeast Quarter (SE1/4) of Section 14, Township 22 North, Range 55 West of the 6th P.M. in Scotts Bluff County, Nebraska and the centerline being more particularly described as follows:

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

VICINITY MAP



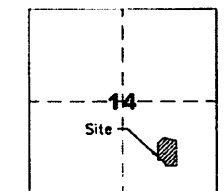
SCHEDULE B ITEMS

The Commitment by Chicago Title Insurance Company dated September 6, 2013, as Commitment No. L20131640, contains the following exceptions which are of survey matters:

10. Easement given to the State of Nebraska, Military Department, filed May 26, 2000 as Instrument No. 2000-03020. Does not affect the Proposed Land Space or Access/Utility Right of Way and is shown hereon.

Zoning Information:
C-2

Flood Information:
Property falls within a Zone "B" as determined by FEMA Flood Rate Map No. 310206 0010 C, effective, 06/15/1979.



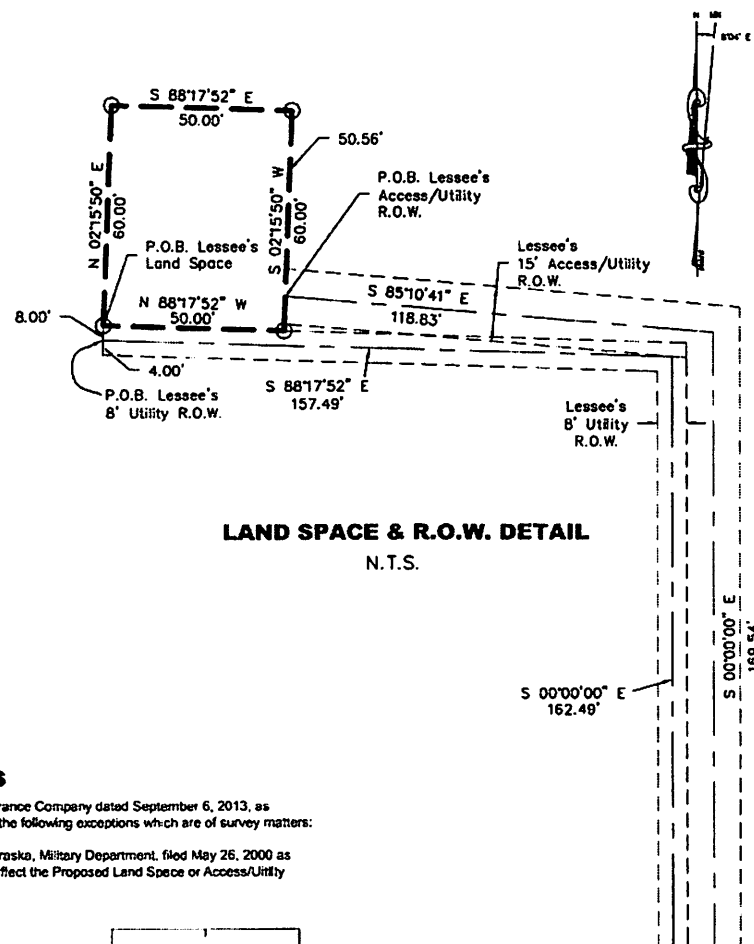
T. 22 N, R. 55 W
PARENT PARCEL DETAIL

Surveyor's Certificate

I, Jayme M. Malone, a Professional Registered Land Surveyor under the laws of the State of Nebraska, certify the above survey was executed by me, on the date shown. Distances shown are measured in feet and decimals of a foot.

Signed this 23rd day of Sept., 2013

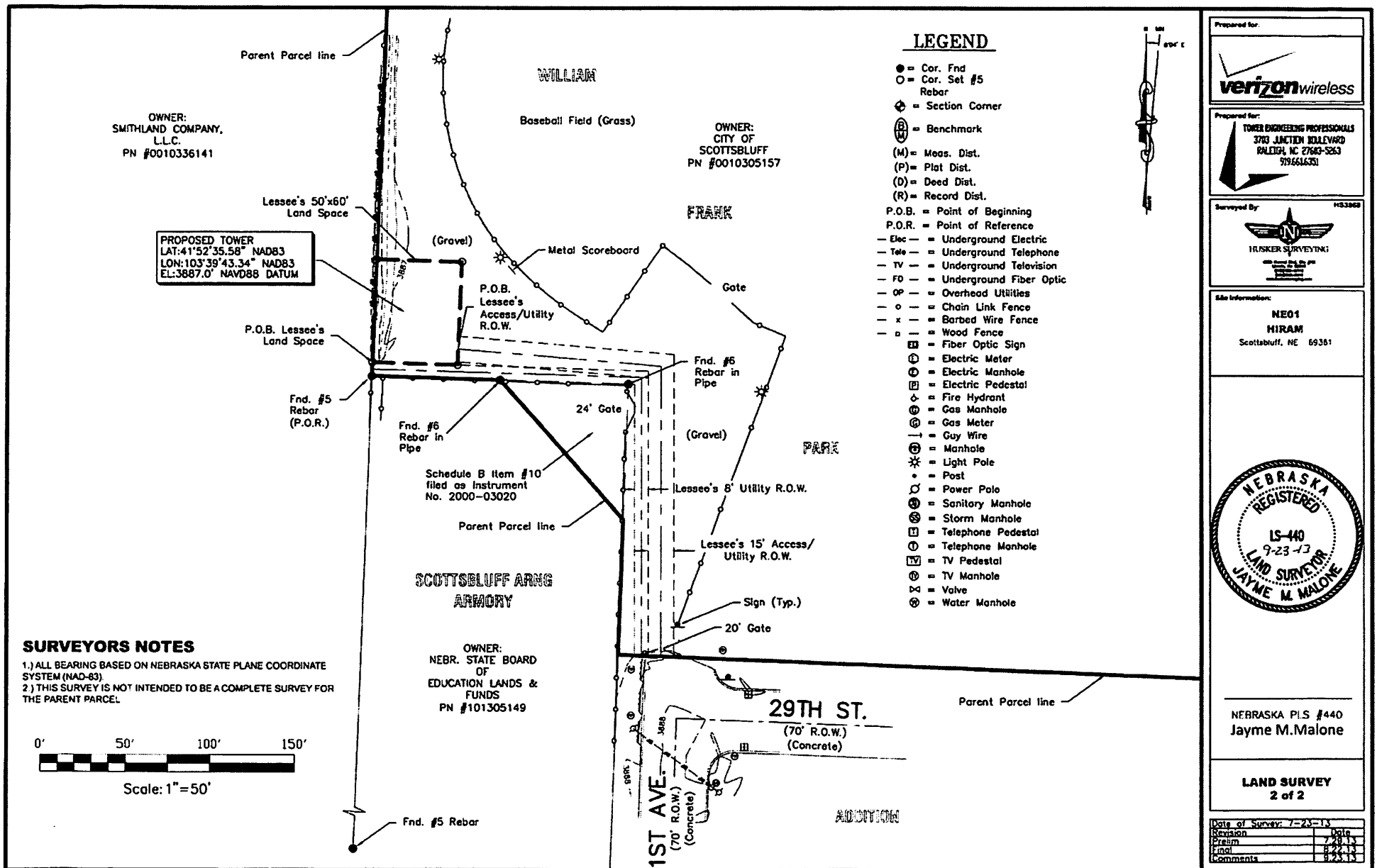
Jayme M. Malone
Jayme M. Malone



LAND SPACE & R.O.W. DETAIL

N.T.S.

Prepared for:	verizon wireless
Prepared by:	TOWER ENGINEERING PROFESSIONALS 3703 JUNCTION BOULEVARD RALEIGH, NC 27603-5263 919.661.6351
Surveyed By:	HUSKER SURVEYING HUSKER SURVEYING
Site Information:	NE01 HIRAM Scottsbluff, NE 69351
NEBRASKA REGISTERED LS-440 7-23-13 LAND SURVEYOR JAYME M. MALONE	
NEBRASKA PLS #440 Jayme M. Malone	
LAND SURVEY 1 of 2	
Date of Survey: 7-23-13	Date
Revision	2-28-13
Printed	8-22-13
Comments	9-23-13



City of Scottsbluff, Nebraska

Monday, May 19, 2014

Regular Meeting

Item Subdiv.1

Council to consider a plat for an Agricultural Estate Dwelling site situated north of Highland Road and West of County Road 24 and authorize the Mayor to sign the certification.

Staff Contact: Annie Folck, City Planner

Agenda Statement

Item No.

For meeting of: May 19, 2014

AGENDA TITLE: Plat for an Agricultural Estate Dwelling Site described as part of east half of the Southeast ¼ of Section 19, T22N, R54W of the 6th P.M. Scotts Bluff County, Nebraska.

SUBMITTED BY DEPARTMENT/ORGANIZATION: Development Services Department

PRESENTATION BY: Rick Kuckkahn, City Manager

SUMMARY EXPLANATION: Rod Adams Farms, property owner, of the above-described property applied for an agricultural estate dwelling site. This type of subdivision is allowed in our existing zoning district - Agricultural. This parcel is located in our extra territorial jurisdiction and situated north of Highland Road and west of County Road 24. The property owner worked with M.C. Schaff and Associates and they have subdivided out 2.6 acres of the farmland. The parcel will be sold and developed in a rural residential home. The parcel is in compliance with all of the guidelines in the Agricultural zoning district.

BOARD/COMMISSION RECOMMENDATION: The Planning Commission held a public hearing at their regular meeting of May 12, 2014 and unanimously approved the AED plat.

STAFF RECOMMENDATION: Staff recommends council authorize the Mayor to sign the certification so that the plat may be filed at the Scotts Bluff County Register of Deeds.

EXHIBITS

Resolution Ordinance ☐ Contract ☐ Minutes x Plan/Map x

Other (specify) ☐ Certificate for recording.

NOTIFICATION LIST: Yes ☐ No ☐ Further Instructions ☐

APPROVAL FOR SUBMITTAL: _____
City Manager

For Recording Only
RET: Development Services, City of Scottsbluff

CERTIFICATE

This certificate should be indexed and recorded against the real estate described in Paragraph 2 and 3 below.

The following action was taken by the Scottsbluff City Planning Commission, and the Scottsbluff City Council.

TO-WIT:

A Tract of land situated in the Northeast 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:

Commencing at the East Quarter corner of Section 19, thence southerly on the east line of said Section 19, on an assumed bearing of S02°39'55"W, a distance of 477.01 feet, to a point being 50 feet south of the centerline of the Winter Creek Canal, as measured perpendicular to said centerline, said point also being the Point of Beginning, thence continuing southerly on the east line of Section 19, bearing S02°39'55"W, a distance of 266.93 feet, thence bearing N87°20'05"W, a distance of 292.30 feet, to a point of intersection with a non-tangent curve to the left, said curve having a central angle of 05°45'59", a radius of 1339.00 feet, a chord bearing of N33°00'38"W, and a chord distance of 134.71 feet, thence northwesterly on the arc of said curve, a distance of 134.76 feet, thence bearing N02°39'55"E, a distance of 232.80 feet, to a point being 50.00 feet south of the centerline of Winter Creek Canal, and said point being the point of curvature of a non-tangent curve to the left, said curve having a central angle of 15°20'37", a radius of 302.23 feet, a chord bearing of S80°15'15"E, and a chord distance of 80.70 feet, thence easterly on the arc of said curve, and on a line being 50.00 feet south of and parallel with said centerline, a distance of 80.94 feet, thence bearing S84°43'47"E, on a line being 50.00 feet south of and parallel with said centerline, a distance of 90.81 feet, to the point of curvature of a non-tangent curve to the right, said curve having a central angle of 15°59'44", a radius of 213.32 feet, a chord bearing of S81°08'24"E, and a chord length of 59.36 feet, thence easterly on the arc of said curve and on an line being 50.00 feet south of and parallel with said centerline, a distance of 59.55 feet, thence bearing S66°05'46"E, on a line being 50.00 feet south of and parallel with said centerline, a distance of 151.33 feet, to the Point of Beginning, containing an area of 2.60 acres, more or less.

STATE OF NEBRASKA)
)
COUNTY OF SCOTTS BLUFF)

I, Randy Meininger the duly appointed, qualified, and acting Mayor for the City of Scottsbluff, County of Scotts Bluff, State of Nebraska, do hereby certify that the foregoing is a true and complete recitation of the action taken by the City Planning Commission, and City Council, as it relates to the subject therein described, as shown by the records and minutes of the referenced public bodies.

IT WITNESS WHEREOF, I DO HERBY SET MY OFFICIAL HAND, THIS
_____ DAY OF _____, _____.

Mayor, City of Scottsbluff
Randy Meininger

STATE OF NEBRASKA)
CITY OF SCOTTSBLUFF)
COUNTY OF SCOTTS BLUFF)

On the date immediately above set out, before me, a Notary Public, duly commissioned and qualified to act in Scottsbluff, Scotts Bluff County, personally came the referenced Mayor _____, to me known to be the identical person whose name is affixed to the foregoing certificate, and acknowledged the same to be his voluntary act and deed as such official.

Notary Public

(NOTARY SEAL & COMMISSION EXPIRES)

SURVEYOR'S CERTIFICATE

I, Kelly A. Beatty, a Nebraska Registered Land Surveyor, hereby certify I have surveyed a Tract of land situated in the Northeast 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:

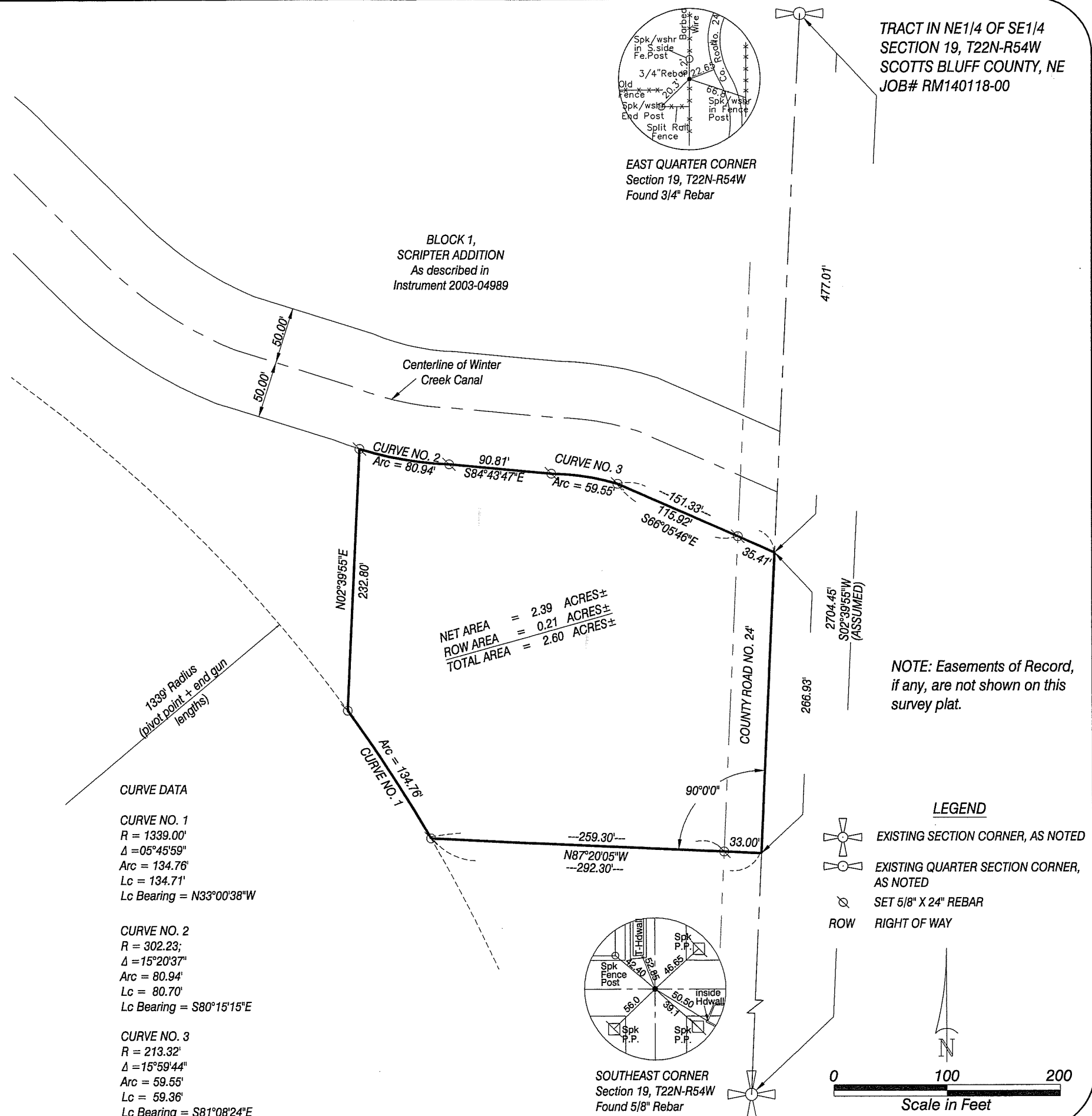
A Tract of land situated in the Northeast Quarter of the Southeast Quarter of Section 19, Township 22 North, Range 54 West of the 6th P.M., Scotts Bluff County, Nebraska, more particularly described as follows:

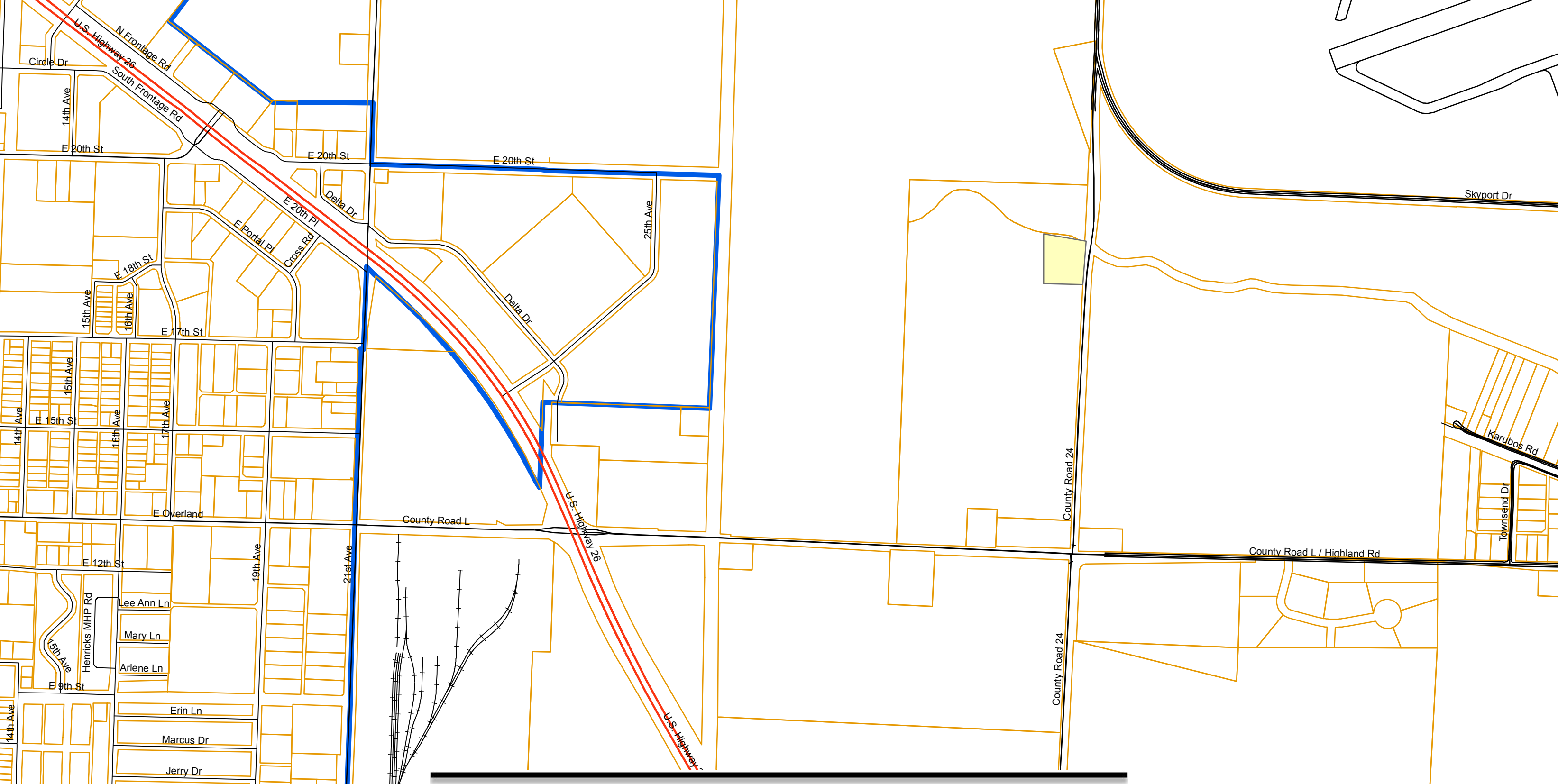
Commencing at the East Quarter corner of Section 19, thence southerly on the east line of said Section 19, on an assumed bearing of S02°39'55"W, a distance of 477.01 feet, to a point being 50 feet south of the centerline of the Winter Creek Canal, as measured perpendicular to said centerline, said point also being the Point of Beginning, thence continuing southerly on the east line of Section 19, bearing S02°39'55"W, a distance of 266.93 feet, thence bearing N87°20'05"W, a distance of 292.30 feet, to a point of intersection with a non-tangent curve to the left, said curve having a central angle of 05°45'59", a radius of 1339.00 feet, a chord bearing of N33°00'38"W, and a chord distance of 134.71 feet, thence northwesterly on the arc of said curve, a distance of 134.76 feet, thence bearing N02°39'55"E, a distance of 232.80 feet, to a point being 50.00 feet south of the centerline of Winter Creek Canal, and said point being the point of curvature of a non-tangent curve to the left, said curve having a central angle of 15°20'37", a radius of 302.23 feet, a chord bearing of S80°15'15"E, and a chord distance of 80.70 feet, thence easterly on the arc of said curve, and on a line being 50.00 feet south of and parallel with said centerline, a distance of 80.94 feet, thence bearing S84°43'47"E, on a line being 50.00 feet south of and parallel with said centerline, a distance of 90.81 feet, to the point of curvature of a non-tangent curve to the right, said curve having a central angle of 15°59'44", a radius of 213.32 feet, a chord bearing of S81°08'24"E, and a chord length of 59.36 feet, thence easterly on the arc of said curve and on an line being 50.00 feet south of and parallel with said centerline, a distance of 59.55 feet, thence bearing S66°05'46"E, on a line being 50.00 feet south of and parallel with said centerline, a distance of 151.33 feet, to the Point of Beginning, containing an area of 2.60 acres, more or less.

That the accompanying plat is a true delineation of said survey drawn to a scale of 100 feet to the inch. That all dimensions are in feet and decimals. That all corners found or set are marked as shown.

WITNESS MY HAND AND SEAL this 3rd day of April, 2014.
FOR THE FIRM OF M. C. SCHAFF AND ASSOCIATES, INC.

Kelly A. Beatty
Kelly A. Beatty, Nebraska Registered Land Surveyor, L. S. 476





City of Scottsbluff, Nebraska

Monday, May 19, 2014

Regular Meeting

Item Subdiv.2

Council to consider creation of Paving District No. 311 for Five Oaks Drive and adopt the Ordinance.

Staff Contact: Annie Folck, City Planner

Agenda Statement

Item No.

For meeting of: May 19, 2014

AGENDA TITLE: Paving District No. 311 – Five Oaks Drive – Lots 1-3, & Tract 2, Block 6, Lot 8, & Tract 1, Block 14, Lot 7, Block 13, Lots 8A-12A, Block 4, and Lots 7-8, Block 5, Five Oaks Subdivision.

SUBMITTED BY DEPARTMENT/ORGANIZATION: Development Services Department

PRESENTATION BY: Rick Kuckkahn

SUMMARY EXPLANATION: Council may consider the adoption of an ordinance that creates Paving District No 311. After the passage of the ordinance the Nebraska statute requires a 20 day period which permits anyone aggrieved by the passage of the ordinance and the creation of the district to file a written objection with the City Clerk within a 20 day time period.

The paving district will include Five Oaks Drive beginning at the intersection of 36th Street and Five Oaks Drive and continuing north on Five Oaks Drive to 100' past 38th Street. The Paving district will also include extending Sagebrush Drive to Five Oaks Drive, as well as 140' to start the new street Pine Circle.

BOARD/COMMISSION RECOMMENDATION: N/A

STAFF RECOMMENDATION: Staff recommends Council adopt the ordinance and direct the City Clerk to file the notice of publication.

EXHIBITS

Resolution ☐ Ordinance X Contract ☐ Minutes Plan/Map

Other (specify) ☐ _____

NOTIFICATION LIST: Yes ☐ No ☐ Further Instructions ☐

APPROVAL FOR SUBMITTAL: _____
City Manager

Rev 3/1/99CClerk

ORDINANCE NO. _____

AN ORDINANCE OF THE CITY OF SCOTTSBLUFF, NEBRASKA CREATING PAVING DISTRICT NO. 311; DEFINING THE SAME AND THE LIMITS THEREOF; PROVIDING FOR PAVING, GRADING, CURBING AND GUTTERING, OR SUCH OTHER WORK AS IS NECESSARY AND INCIDENTAL THERETO; PROVIDING FOR PLANS, SPECIFICATIONS, ESTIMATES OF COST AND SECURING OF BIDS; PROVIDING FOR THE PAYMENT OF SUCH WORK AND OTHER EXPENSES INCIDENTAL THERETO; PROVIDING FOR ASSESSMENT OF THE COST OF SAID IMPROVEMENTS AGAINST THE PROPERTY IN SAID DISTRICT ESPECIALLY BENEFITTED THEREBY IN PROPORTION TO SAID BENEFITS; PROVIDING FOR THE ISSUANCE OF DISTRICT IMPROVEMENT WARRANTS AND DISTRICT AND INTERSECTION IMPROVEMENT BONDS AND FOR THE LEVY OF SPECIAL ASSESSMENTS AND GENERAL TAXES TO PAY FOR SAID IMPROVEMENTS; PROVIDING FOR THE REPEALING OF ALL ORDINANCES IN CONFLICT HERewith; AND PROVIDING FOR THE PUBLICATION OF THIS ORDINANCE AND THE TIME WHEN THIS ORDINANCE SHALL TAKE EFFECT.

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

Section 1. Pursuant to the provisions of Section 16-617, *et seq.*, Reissue Revised Statutes of Nebraska, as amended, Paving District No. 311 (the "District") of the City of Scottsbluff, Nebraska (the "City") is hereby created.

Section 2. Said District shall include and encompass the designated portions of the following streets in the City and the limits, boundaries and improvements are defined and established as follows:

THE OUTER BOUNDARIES OF THE DISTRICT ARE:

Beginning at the northeast corner of Lot 7, Block 13, Five Oaks Subdivision in the City of Scottsbluff, Scotts Bluff County, Nebraska, thence southerly, on the east line of Lot 7, Block 13, to a point of intersection with the north right of way line of 38th Street; thence, southerly perpendicular across 38th street right of way, to a point of intersection with the south right of way line of 38th street; thence, westerly, along the south right of way line of 38th street, to the northeast corner of Lot 8, Block 5, Five Oaks Subdivision; thence, southerly, along the east line of Lots 7 & 8 to the southeast corner of Lot 7, Block 5, Five Oaks Subdivision; thence, southerly to the northeast corner of Lot 12A, Block 4, Five Oaks Subdivision; thence, southerly along the east lines of Lots 8A-12A, Block 4, to the southeast corner of Lot 8A, Block 4 Five Oaks Subdivision; thence, southerly to a point of intersection with the north right of way line of the Scottsbluff drain, thence, northwesterly along said north line to the southwest corner of Tract 2, Block 6, Five Oaks Subdivision; thence, northerly along the west line of Tract 2 and Lots 1-3, Block 6 to the northwest corner of Lot 3, Block 6, Five Oaks Subdivision; thence, westerly along the south right of way line of Pine Circle, to a point perpendicular to the west line of Lot 8, Block 14, Five Oaks Subdivision; thence, northeasterly to the northwest corner of Lot 8, Block 14; thence, northerly along the west line of Tract 1, Block 14, Five Oaks Subdivision, to a point of intersection with the west right of way line of Five Oaks Drive; thence, southerly along said west right of way line, to a point perpendicular to the north line of Lot 7, Block 13, Five Oaks Subdivision; thence, easterly to the northeast corner of Lot 7, Block 13, Five Oaks Subdivision and the Point of Beginning.

THE STREET TO BE IMPROVED BY PAVING, GRADING, CURBING AND GUTTERING, DRAINAGE AND STORM SEWER, AND INCIDENTAL WORK CONNECTED THEREWITH IS:

The paving district will include Five Oaks Drive beginning at the intersection of 36th Street and Five Oaks Drive and continuing north on Five Oaks Drive to 100' past 38th Street. The Paving district will also include extending Sagebrush Drive to Five Oaks Drive, as well as 140' to start the new street Pine Circle.

THE FOLLOWING PARCELS OF LAND ARE INCLUDED IN SAID DISTRICT AND ARE SUBJECT TO ASSESSMENT:

Lots 1, 2 and 3, and Tract 2, Block 6, Lot 8 and Tract 1, Block 14 and Lot 7, Block 13, Lots 8A-12A, Block 4 and Lots 7-8 Block 5 Five Oaks Subdivision, to the City of Scottsbluff, Nebraska.

Section 3. The City's special engineers, Baker & Associates, Scottsbluff, Nebraska, shall make detailed plans and specifications for said improvements and an estimate of the cost thereof, and shall submit the same to the City Council. Upon approval of the same by the City Council, bids for construction of said work shall be provided by advertisement. On acceptance of any bid therefor, the Mayor and City Clerk are authorized to enter into a contract on behalf of the City for such work, and such contract shall be executed by said Mayor and attested by said City Clerk. The City Council shall have and hereby reserves the right to reject any and all bids received.

Section 4. The work and improvements shall be made at public cost, but special assessments on the properties especially benefitted thereby shall be levied to reimburse the City to the extent provided by law. Property included within the boundaries and limits of said District as hereinbefore described and defined is hereby declared to be benefitted by said work and improvements to the extent as will be determined by the City Council as provided by law and special assessments against the same to be made as hereinafter prescribed.

Section 5. For the purpose of paying for the paving, grading, curbing and guttering, sidewalks, drainage and storm sewer, or such other necessary improvements incidental thereto, the Mayor and City Council may issue district improvement warrants or bond anticipation notes of the City in the form and manner provided by law.

Section 6. To effect the final payment and retirement of said warrants and bond anticipation notes, and to pay for the cost of paving, grading, curbing and guttering, sidewalks, drainage and storm sewer, or other necessary improvements incidental thereto, the Mayor and City Council shall issue bonds in the form and manner provided by law, and may assess the cost of said work to the property in said District in proportion to the benefits derived therefrom.

Section 7. After the passage and publication of this ordinance as in Section 10 provided, there shall be published at least once each week for not less than twenty (20) days, as provided by law, in the Scottsbluff Star-Herald, a newspaper of general circulation in the City, a notice with respect to the District created by the terms of this ordinance, which notice shall provide, among other things, that if the owners of record title representing more than fifty percent (50%) of the front footage of the property abutting or adjoining any continuous or extended street, cul de sac, or alley of the district, or portion thereof which is closed at one end, and who were such owners at the time the ordinance creating the District was published shall file with the City Clerk within twenty (20) days from the first publication of this notice written objections to the improvement of such District, said improvements shall not be made under said Ordinance in such District and said Ordinance shall be repealed. If sufficient objections are not filed against such District in the time and manner aforesaid, the Mayor and City Council shall forthwith proceed to construct such improvements in said District as provided in said Ordinance.

Section 8. The project described in this Ordinance is subject to limited referendum for a period of thirty days from the date of passage of this Ordinance. After the expiration of this thirty-day period, the project and measures related to it will not be subject to any further right of referendum.

Section 9. All provisions of any ordinance adopted prior hereto by the City and in conflict herewith are hereby repealed.

Section 10. This ordinance shall be published in the form and manner provided by law, and shall take effect and be in full force from and after its passage, approval and publication as provided by law.

PASSED AND ADOPTED THIS ____ DAY OF MAY, 2014.

ATTEST:

Mayor

City Clerk

City of Scottsbluff, Nebraska

Monday, May 19, 2014

Regular Meeting

Item Resolut.1

Council to consider an Ordinance and permitting process to allow businesses to utilize a portion of the City's right-of-way for outdoor seating, dining, and display areas (second reading).

Staff Contact: Annie Folck, City Planner

Agenda Statement

Item No.

For meeting of: May 19, 2014

AGENDA TITLE: Council to consider an ordinance and permitting process to allow businesses to utilize a portion of the City's right-of-way for outdoor seating, dining, and display areas

SUBMITTED BY DEPARTMENT/ORGANIZATION: Planning and Zoning

PRESENTATION BY:

SUMMARY EXPLANATION: Downtown business owners have approached the City to inquire if it would be possible for them to place seating or dining areas outside of their businesses on the sidewalk. Currently, this is prohibited by code. Annie Folck has been working with the Business Improvement District Board and Legal to make some code changes. This would put into place a permitting system for anyone who wants to utilize the public right-of-way in such a manner. Business owners would have to apply for a permit annually and follow the attached rules and regulations. The permit fee is \$50. All obstructions must be removable under these requirements. If a business owner wishes to install anything permanent, in addition to the Right-of-way- permit, they must sign a license agreement with the City and meet all applicable requirements.

BOARD/COMMISSION RECOMMENDATION: BID board and Planning Commission both unanimously recommended that Council adopt this code change and the related rules and requirements.

STAFF RECOMMENDATION: Recommend approval of the ordinance and the rules and regulations

EXHIBITS

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

Other (specify) ☐ _____

NOTIFICATION LIST: Yes ☐ No ☒ Further Instructions ☐

APPROVAL FOR SUBMITTAL: _____
City Manager

Rev 3/1/99CClerk

AN ORDINANCE OF THE CITY OF SCOTTSBLUFF AMENDING THE MUNICIPAL CODE AT CHAPTER 20, ARTICLE 6, RELATING TO THE USE OF RIGHT-OF-WAY OF THE CITY AND REQUIRING PERMITS FOR USE OF CITY RIGHT-OF-WAY AND FEES, AMENDING CHAPTER 22, ARTICLE 6, RELATING TO PARKING AND TRAFFIC, REPEALING PRIOR PROVISIONS OF THE MUNICIPAL CODE, AND PROVIDING FOR AN EFFECTIVE DATE.

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

Section 1. Section 20-6-1 of the Scottsbluff Municipal Code is amended to provide as follows:

“20-6-1. Use of Right-of-Way; permission required; Obstructing; prohibited; nuisance.

It shall be unlawful for any person, firm or corporation to use city right-of-way, or to place in or upon any right-of-way, street, alley, sidewalk or municipal parking lot of the city any substance or thing obstructing or encroaching upon such right-of-way, street, alley or sidewalk, or to obstruct the same in any manner whatsoever, without first obtaining permission to do so. An application for such permit, along with any fee required under this Code, shall be delivered to the Planning and Development Department. A Planning and Development Official will review the application as well as the rules and regulations governing the use of any right-of-way, street, alley, sidewalk or municipal parking lot and, if it appears to the Planning and Development Official that the proposed use complies with all rules and regulations, and that the public safety, convenience and welfare will not be adversely affected, the Planning and Development Official will issue a permit to the applicant. The permit shall be valid for one calendar year, beginning on January 1st of each year and expiring on December 31st of each year. Any permit issued by the Planning and Development Official shall be subject to the condition that the permit may be revoked at any time the Official finds that public safety, convenience and welfare would be enhanced by the revocation of such permit. If the Planning and development Official grants the application, the applicant shall be given a written permit signed by the Planning and Development Official. Such permit shall state in writing that it may be revoked at any time the Planning and Development Official finds that public safety, convenience and welfare will be enhanced by the revocation of the permit. If the Official has imposed conditions on the granting of the permit, such conditions shall be specified in the permit. Any use of the city right-of-way or any obstruction or encroachment upon any street, alley, sidewalk or municipal parking lot in the City without having obtained a permit as provided in this section or as otherwise provided in this Chapter shall be deemed a nuisance.”

Section 2. Section 20-6-15 of the Scottsbluff Municipal Code is amended to provide as follows:

“20-6-15. Other objects, materials.

No person, firm or corporation shall place or maintain or, having placed or maintained, shall suffer to remain, on the right-of-way of any public street, or in any alley, any vehicle, machinery, equipment or structure, or any part thereof, or any material, except pursuant to a permit issued by a Planning and Development Official. Provided, this section shall not apply:

- (1) to properly licensed motor vehicles operated or temporarily parked on the traveled part of the street adjacent to the curb or, if there be no curb, adjacent to the side of the street, or operated or temporarily parked in an alley, or to trailers while attached to such a motor vehicle, or
- (2) to improvements permitted under Article 4 of this Chapter.”

Section 3. Section 22-6-1 of the Scottsbluff Municipal Code is amended to provide as follows:

“22-6-1. Diagonal parking; where; marking.

The parking areas on the following parts of streets shall be marked as diagonal parking at an angle of thirty (30°) degrees with the curb so that the right front wheel of the vehicle parked therein shall be next to the curb:

- (1) On Broadway Avenue between 15th Street and 20th Street.
 - (2) On the east side of Fourth Avenue between 19th Street and 20th Street.
- Such parking places shall be marked with white lines.”

Section 4. Section 25-6-25 of the Scottsbluff Municipal Code is amended to provide as follows:
“25-6-25. Placards; signs; bills; posting; printing; painting; prohibited.
It is hereby declared unlawful for any person, firm or corporation to post, print, paint, or in any other manner place upon any sidewalk, crossing or crosswalk or other way or passage for the use of pedestrians or upon any pavement in any street or alley in the City any placard, sign, advertisement, display bill, letter or kindred matter of any kind or description, unless permitted by a Planning and Development Official pursuant to section 20-6-1 of this Code.”

Section 5. Section 6-6-35 of the Scottsbluff Municipal Code is amended to provide as follows:
“6-6-35. Use of right-of-way of sidewalks, streets for carnivals, bazaars, or the sale of merchandise.
When applying for a permit to use the right-of-way for sidewalks or streets for the sale of merchandise, or for any activity allowed by this code, including those activities described in section 20-6-52, the applicant must pay the following fee:

Right-of-way permit to use sidewalks.	50.00
Permit to operate one of the activities described in Section 20-6-52	25.00
Sale of merchandise on public right-of-way	25.00"

Section 6. Section 22-2-66 of the Scottsbluff Municipal Code is amended to provide as follows:
“22-2-66. Four-lane streets; designated; marking.
The following parts of streets are hereby made and declared to be four-lane streets, and shall have two (2) contiguous lanes for traffic moving in each direction:
(1) Broadway Avenue, except between West Overland Drive and 20th Street,
(2) Avenue B, between South Beltline Highway and 8th Street, and between 27th Street and 42nd Street,
(3) South Beltline Highway, between 1st Avenue and Avenue I,
(4) East Overland Drive,
(5) 27th Street, between Avenue I and 5th Avenue,
(6) Avenue I between West Overland and the South Beltline Highway,
(7) Avenue I between West 27th Street and U.S. Highway 26, and
(8) 21st Avenue between U.S. Highway No. 26 and East Overland.
A double yellow line shall be painted along approximately the center of each such part of a street, except where there are traffic islands. A white line shall be painted between the contiguous lanes for traffic moving in the same direction.”

Section 7. Section 22-2-58 of the Scottsbluff Municipal Code is amended to provide as follows:
“22-2-58. Near schools; limit.
It shall be unlawful for the driver of any vehicle, when passing premises on which elementary or middle school buildings are located and which are used for school purposes, during school recess or while children are going to and from school during opening or closing hours, to drive the vehicle past the premises at a rate of speed in excess of fifteen (15) miles per hour.”

Section 8. All Ordinances and parts of Ordinances passed and approved prior to passage, approval and publication of this Ordinance in conflict herewith are now repealed.

Section 9. This Ordinance shall become effective upon its passage and approval.

PASSED AND APPROVED this ____ day of May, 2014.

Mayor

ATTEST:

City Clerk (Seal)

Planning Commission Minutes
Regular Scheduled Meeting
May 12, 2014
Scottsbluff, Nebraska

The Planning Commission of the City of Scottsbluff, Nebraska met in a regular scheduled meeting on Monday, May 12, 2014, 6:00 p.m. in the City Hall Council Chambers, 2525 Circle Drive, Scottsbluff, Nebraska. A notice of the meeting had been published in the Star-Herald, a newspaper of general circulation in the City, on May 2, 2014. The notice stated the date, hour and place of the meeting, that the meeting would be open to the public, that anyone with a disability desiring reasonable accommodation to attend the Planning Commission meeting should contact the Development Services Department, and that an agenda of the meeting kept continuously current was available for public inspection at Development Services Department office; provided, the City Planning Commission could modify the agenda at the meeting if the business was determined that an emergency so required. A similar notice, together with a copy of the agenda, also had been delivered to each Planning Commission member. An agenda kept continuously current was available for public inspection at the office of the Development Services Department at all times from publication to the time of the meeting.

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

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

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

ITEM 4: Business not on agenda: None

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

ITEM 6: The minutes of 4/14/14 were reviewed and approved. A motion was made to accept the minutes by Aguallo, and seconded by Gompert. "YEAS": Wayman, Aguallo, Chadwick, Gompert, and Estrada. "NAYS": None. ABSTAIN: Huber, & Weber. ABSENT: Zitterkopf, & Westphal. Motion carried.

ITEM 7A: The Planning Commission opened a public hearing for a rezone request from property owners, Frank Enterprises and Hiner Lease Company, for parcels described as Lots 8 and 9, Subdivision of Enterprise Tracts 13-15 Addition, and Lots 2 and 3, Subdivision of Enterprise Tracts 13-15 Addition. These lots are situated south of 27th Street between Avenue F and Avenue G. The applicants are requesting a change from R-1A Single Family Residential to C-2 Neighborhood & Retail Commercial. Surrounding property is zoned C-2 to the North, East, and West, to the South the area is zoned R-1A.

Both property owners also own property directly north, which are zoned C-2 and face West 27th Street. Lots 8 and 9 are vacant and previously used as commercial lots, (Shell Station & Carwash). Lots 2 and 3 have been and are currently used as commercial lots (All about Autos), the use is considered pre-existing non-conforming. Rezoning to commercial use will bring the lots up to zoning code guidelines.

Lots 8 and 3 border a residential zone to the south and will have to comply with buffer area requirements between residential and commercial lots.

Conclusion: A motion was made by Weber and seconded by Gompert to make positive recommendation to City Council to approve the rezone of Lots 2, 3, 8 and 9 Subdivision of Enterprise Tracts 13-15 Addition from R-1A to C-2. “YEAS”: Wayman, Chadwick, Gompert, Huber, Weber, Aguillo, and Estrada. “NAYS”: None. ABSTAIN: None. ABSENT: Westphal, and Zitterkopf. Motion carried.

Agenda Item 7B: The Planning Commission opened a public hearing for an Ag Estate Dwelling, the request for property owner(s), Rod Adams Farms, represented by M.C. Schaff & Associates, is requesting an Agricultural Estate Dwelling plat of property described as part of the east half of the Southeast Quarter of Section 19, Township 22 North, Range 54 West of the 6th P.M Scotts Bluff County, Nebraska, EXCEPT for those tracts described as “Except” in Instrument 2007-667. The property is not shown in the Comprehensive Development Plan future land use map and is in our two mile extra territorial jurisdiction. The property is approximately 2.60 acres in size. Properties to the west, south, and north are zoned Agricultural, further east property is in the County’s jurisdiction. This type of Ag Estate Dwelling is a permitted use in our Agricultural zoning districts.

The property owner is proposing to separate the 2.60 acres more or less of the farmland to allow for a home and out buildings and also allow for the parcel to sell separately. Access into the site will be from County Road 24. The Development Services staff has reviewed the application and the lot will meet the necessary requirements of an Agricultural Estate Dwelling (AED) in an Agricultural Zoning District.

Greg Schliz, from M.C. Schaff and Associates, representing Rod Adams Farms spoke in favor of the Ag Estate Dwelling, and indicated that the AED will be developed after approval by City Council of the plat.

Conclusion: A motion was made by Huber and seconded by Gompert to make positive recommendation to City Council to approve the Ag Estate Dwelling described as part of the east half of the SE ¼ of Section 19, T22N, R54W of the 6th p.m. Scotts Bluff County. “YEAS”: Wayman, Chadwick, Gompert, Huber, Weber, Aguillo, and Estrada. “NAYS”: None. ABSTAIN: None. ABSENT: Westphal, and Zitterkopf. Motion carried.

Agenda Item 7C: The Planning commission opened a public hearing for annexation of Block 9, Five Oaks Subdivision, Scotts Bluff County, NE situated in the NW ¼ of Section 14, T22N, R55W of the 6th p.m. This parcel is located on the southeast corner of Avenue I and West 42nd Street. The property owners, Jason & Sami Webb, are requesting annexation of their property into the City of Scottsbluff corporate limits; the property is approximately 7.82 acres and was recently final platted and rezoned to C-2 Neighborhood & Retail Commercial. The parcel will have access on 42nd Street and Avenue I with future streets abutting the parcel to the east and south. Existing infrastructure is in place for this area and the Webb’s plan to develop the property in the near future.

Carl Gilbert, representing the Webb’s spoke in favor of the annexation which is a cornfield now the commercial development on this corner will benefit the City.

Conclusion: A motion was made by Gompert and seconded by Weber to make positive recommendation to City Council to approve the Annexation request of Block 9, Five Oaks Subdivision into the City’s corporate limits. “YEAS”: Aguillo, Wayman, Chadwick, Gompert, Huber, Weber, and Estrada. “NAYS”: None. ABSTAIN: None. ABSENT: Zitterkopf & Westphal. Motion carried.

Agenda Item 7D: The Planning Commission opened a public hearing for a revised preliminary plat for Five Oaks Subdivision. The property is located south of 42nd Street, east of Avenue I, north of the Scottsbluff Drain and west of Avenue D. The preliminary plat was last revised in 2008.

City staff and Consultants have reviewed the preliminary plat and proposed infrastructure to the property. The revised preliminary plat has been scaled back eliminating one of two streets on the west side of Five Oaks Drive. Water and sewer is in place, the stubs to the west going to the previous proposed streets will be abandoned, we have checked with Public works to make sure this is okay. Also the new line to extend infrastructure into the new proposed street will be done with the construction of the paving district, all these improvements will be covered under the Developer's Agreement which will be submitted to City Council for approval. The Developer has also submitted three final plats within the revised preliminary plat along with annexation of the seven lots into the corporate boundary of the City. The preliminary plat meets the subdivision codes and city standards. Staff has met with the Engineer and discussed a few corrections and concerns of the preliminary plat and those changes have been addressed.

Bill Trumbull addressed the Planning Commission explained the changes in the plan the biggest change is in the street layout where they will have one street instead of the two previously planned, their intention is to final lots as needed.

Conclusion: A motion was made by Weber and seconded by Chadwick to approve the revised preliminary Plat for the Five Oaks Subdivision 2014. "YEAS": Aguallo, Gompert, Weber, Huber, Chadwick, Wayman, and Estrada. "NAYS": None. ABSTAIN: None. ABSENT: Zitterkopf, & Westphal. Motion carried.

Agenda Item 7E: The Planning Commission opened a public hearing for a rezone request of Lots 1-3, and Tract 2, Block 6, Lot 8 & Tract 1, Block 14, and Lot 7, Block 13, Five Oaks Subdivision from Agricultural to R-1A Single Family Residential. The request was made by property owners and developers, C & T Holdings. The parcels are situated on the west and east sides of Five Oaks Drive. Surrounding property is zoned Ag to the west and Residential to east and south. The change in zoning is a logical transition from Agricultural to Single Family Residential; the zoning is compatible with the Comprehensive Plan.

Conclusion: A motion was made by Weber and seconded by Chadwick to approve the zone change of proposed Lot 7, Block 13, Lots 1-3, & Tract 2, Block 6, and Lot 8 and Tract 1, Block 14, Five Oaks Subdivision, City of Scottsbluff, Scotts Bluff County, Nebraska.

Item 7F: The Planning Commission opened a public hearing on a Final plat of Lot 7, Block 13, Five Oaks Subdivision situated in the NW quarter of Section 14, T22N, R55W of the 6th Principal Meridian City of Scottsbluff, Scotts Bluff County, NE.

The property owners, C & T Holding, represented by Baker and Associates have submitted a final plat of Lot 7, Block 13 Five Oaks Subdivision. This lot is located north of 38th Street and east of proposed Five Oaks Drive. This final plat includes a resolution for annexation of the parcel into the City's corporate limits. It is approximately 12, 915 sq. ft. City Staff and City Consultants, M.C. Schaff and Associates, have reviewed the final plat. Adjustments were made to the plat and it meets all the subdivision codes and City standards of our subdivision code for final plats.

Conclusion: A motion was made by Gompert and seconded by Weber to approve the final plat with annexation for Lot 7, Block 13, Five Oaks Subdivision. "YEAS": Aguallo, Gompert, Weber, Huber,

Chadwick, Wayman, and Estrada. "NAYS": None. ABSTAIN: None. ABSENT: Westphal and Zitterkopf. Motion carried.

Item 7G: The Planning Commission opened a public hearing for an annexation request from property owners C & T Holdings. The properties are described as proposed Lots 1-3, & Tract 2, Block 6, Five Oaks Subdivision, and Lot 8 and Tract 1, Block 14, Five Oaks Subdivision. These parcels are located on the west side of proposed Five Oaks Drive and north of the Scottsbluff Drain. The description for these parcels cleans up the existing corporate limit line on the west side of the subdivision. These lots are part of the preliminary plat that will be final platted and rezoned.

Conclusion: A motion was made by Weber and seconded by Aguillo to approve the annexation request for proposed Lots 1-3 & Tract 2, Block 6, and Lot 8, & Tract 1, Block 14, Five Oaks Subdivision. "YEAS": Aguillo, Gompert, Weber, Huber, Chadwick, Wayman, and Estrada. "NAYS": None. ABSTAIN: None. ABSENT: Zitterkopf and Westphal. Motion carried.

Item 7H: The Planning Commission opened a public hearing for a Final Plat of Lots 1-3 and Tract 2, Block 6, Five Oaks Subdivision. The applicant(s) and property owners, C & T Holdings, represented by Baker and Associates submitted an application for the final plat. The plat meets the subdivision requirements of the R-1A zoning district, and will also be annexed into the City's corporate city limits with an ordinance for annexation.

Conclusion: A motion was made by Weber and seconded by Huber to approve the final plat of Lots 1-3 and Tract 2, Block 6 Five Oaks Subdivision. "YEAS": Aguillo, Gompert, Weber, Huber, Chadwick, Wayman, and Estrada. "NAYS": None. ABSTAIN: None. ABSENT: Zitterkopf and Westphal. Motion carried.

Item 7I: The Planning Commission opened a public hearing for a Final Plat of Lot 8, and Tract 1, Block 14, Five Oaks Subdivision. The applicant(s), and property owners, C & T Holding, represented by Baker and Associates submitted an application for the final plat. The plat meets all the requirements of the R-1A zoning district, and will also be annexed into the City's corporate limits with an ordinance for annexation.

Conclusion: A motion was made by Gompert and seconded by Chadwick to approve the Final Plat of Lot 8, and Tract 1, Block 14, Five Oaks Subdivision. "YEAS": Aguillo, Gompert, Weber, Huber, Chadwick, Wayman, and Estrada. "NAYS": None. ABSTAIN: None. ABSENT: Zitterkopf and Westphal. Motion carried.

Item 7J: The Planning Commission reviewed a proposed ordinance and permitting process to allow businesses to utilize a portion of the City's Right of Way for outdoor seating, dining, and display areas. The ordinance includes rules and regulation and permitting process.

Annie Folck, City Planner, addressed the Planning Commission, the proposed ordinance was reviewed by the Business Improvement Board District and they gave positive recommendation to City Council. City Council asked that the Planning Commission review also before giving their final recommendation. The ordinance was modeled after the City of Grand Island ordinance and will allow for this type of Right of Way obstruction throughout the City. The rules and regulations will allow them to set up sidewalk cafes, planters, etc. in the right of way; they will have to leave five feet of clear space to comply with ADA codes. The permit fee covers the review and inspection done by the City to make sure their site plan complies with all the rules and regulations, to ensure that fire codes are met and that the obstructions

will not hinder pedestrian traffic. With the \$50 permit, everything on the sidewalk has to be removable. If a business owner wants a more permanent setup, they will be required to sign a license agreement with the City and get all the necessary building permits in addition to the \$50 permit. The permits will expiration on of December 31st tracking permits this way is easier than tracking a year from issue.

Conclusion: A motion was made by Weber and seconded by Wayman to give positive recommendation to City Council allowing for Obstruction of Right of Way with Rules and Regulations. "YEAS": Aguillo, Weber, Chadwick, Gompert, Huber, Wayman, and Estrada. "NAYS": None. ABSTAIN: None. ABSENT: Zitterkopf and Westphal. Motion carried.

ITEM 8. Unfinished Business: None

There being no further business the Planning Commission with a motion to adjourn made by Chadwick and seconded by Weber the meeting was adjourned at 7:45 p.m. "YEAS": Wayman, Aguillo, Huber, Gompert, Chadwick, Weber, and Estrada. NAYS: none. ABSENT: Zitterkopf and Westphal. Motion carried.

Becky Estrada, Chairperson

Attest: _____
Annie Urdiales

City of Scottsbluff, Nebraska

Monday, May 19, 2014

Regular Meeting

Item Resolut.2

Council to approve the Rules and Regulations for the use of the Right-of-Way in the City of Scottsbluff.

Staff Contact: Annie Folck, City Planner

**RULES AND REGULATIONS FOR APPLICATIONS
AND PERMITS FOR THE USE OF RIGHT-OF-WAY
IN THE CITY OF SCOTTSBLUFF**

These rules and regulations shall apply to all City owned lands and public rights-of-way, sidewalks, streets, alleys, and parking lots ("lands or right-of-way") located within the City of Scottsbluff ("City").

1. Definitions.

As used in these regulations, the following terms shall mean:

Sandwich board sign. Shall mean any portable sandwich board, hinged sign or other stand-alone sign intended for use upon any public sidewalks, alleys, streets or lands other right-of-way in the City.

Sidewalk. Shall mean any public sidewalk, right-of-way or land located within or directly abutting a City street, but shall not include any portion of a street, alley or public parking lot used for vehicular traffic and/or parking.

Store front. Shall mean a single tract of commercial property fronting upon a sidewalk. In the case of a corner property which contains more than one business establishment, one private usage will be allowed for each business.

2. Sidewalk displays.

(A) The following types of sidewalk displays shall be allowed:

1. Park benches usable by the public of a historic style or such style as is compatible with the identity and theme of the area in which it is located.
2. Decorative plants and planters. Decorative plants and planters may not be used for advertising.

(B) Sidewalk displays shall comply with the following conditions:

1. The area of private display usage must be on the sidewalk, immediately adjacent to the store front and shall not block or impede access to or from doors, emergency exits or fire escapes.
2. Displays must allow a clear sidewalk with not less than five (5) feet for pedestrians between the sidewalk display and any other impediment near the curb side of the sidewalk.

3. Displays, whether in one or more parts, shall be limited to a total length of not greater than ten (10) feet and a total square footage of not greater than thirty (30) square feet, for any single store front.
4. No part of any display may exceed a total height of forty-eight (48) inches.

(C) No sidewalk display may be placed on any sidewalk prior to issuance of a permit in conformity with the following:

1. An application for a permit must be filed with the Planning and Development Department ("Department"), using a form provided by the Department.
2. The application must be reviewed and approved by an Official of the Department.
3. Upon approval of the application and payment of the applicable fees, as are established from time to time by the City in its Municipal Code, the permit shall be issued to the applicant.
4. The permit issued pursuant to these rules and regulations shall remain in full force and effect until 11:59 p.m. on December 31 following the date of issuance.

3. Sidewalk Sandwich board sign permit.

(A) The following types of sidewalk Sandwich board signs may be allowed within the City:

1. Sandwich board signs may be used, subject to design review and approval by the Department of the City.
2. No walking Sandwich board signs are allowed.

(B) Sandwich board signs shall comply with the following conditions:

1. Sandwich board signs may be displayed only during the open hours of the business to which the sign advertises.
2. The Sandwich board sign must be located within the three (3) foot width of sidewalk immediately adjacent to the store front of which the sign advertises and must allow a clear sidewalk width of not less than five (5) feet for pedestrians between the Sandwich board sign and any other impediment near the curb side of the sidewalk.
3. Sandwich board signs shall be limited to a maximum height of forty-eight (48) inches and a maximum width of thirty-six (36) inches in order to maintain visibility for pedestrians.
4. Only one Sandwich board sign is allowable per store front.

(C) No Sandwich board sign may be placed on any sidewalk prior to the issuance of a permit in conformity with the following:

1. An application for a permit, including a photo or detailed drawing of the Sandwich board, must be filed with the Department, using a form provided by the Department.
2. The application shall be reviewed and approved by an Official of the Department.
3. Upon approval of the application and payment of applicable fees, as established by the City, the permit shall be issued to the applicant.
4. A permit issued pursuant to this subsection shall remain in full force and effect until 11:59 p.m. on December 31 following the date of issuance.

4. Sidewalk cafes

(A) The following types of sidewalk cafes may be allowed:

1. All sidewalk cafes shall function in conjunction with and adjacent to an operating restaurant or coffee shop and shall not exceed the width of the restaurant or coffee shop store front.
2. Sidewalk cafes may be bordered with removable bollards with connecting ropes or chains to define the perimeter; however, bollards, ropes, chains, tables, storage units, and any other equipment and furnishings must be removable and stored in a manner that will not impede pedestrians or their movement on the sidewalk, as determined solely by an Official of the Department.
3. All sidewalk cafes shall have and maintain at all times, in full force and effect, all applicable health, food and drink permits and all licences required by law.

(B) Sidewalk cafes shall comply with the following conditions:

1. Sidewalk cafes may occupy only the area of private usage on the sidewalk immediately adjacent to the store front to allow for safe pedestrian travel and as set forth by the City in the application for a permit.
2. The owner and/or operator of a sidewalk café is responsible for maintaining a clean sidewalk café area during business hours and at the close of each operating business day.
3. Sidewalk cafes must allow a clear sidewalk width of not less than five (5) feet for pedestrians between the perimeter of the sidewalk café area and any other impediment near the curb side of the sidewalk.

4. Sidewalk café and furniture must be removable, durable and attractive and maybe stored in the café area outside of operating hours if it is stored so that it does not impede pedestrians and does not appear unkept or become a nuisance.
5. Sidewalk cafes must file and maintain at all times during operation on sidewalks, proof of liability insurance with the Department in an amount of not less than one million (\$1,000,000) per person per occurrence.

(C) No sidewalk café may be operated or located on any sidewalk prior to issuance of a permit in conformity with the following:

1. The application for a permit must be filed with the Department, using a form provided by the Department.
2. The application shall be reviewed and approved by an Official of the Department, in conjunction with the Scottsbluff Fire Department and Scottsbluff Police Department.
3. Upon approval of the application and payment of applicable fees, as are established by the City, the permit shall be issued to the applicant. The fee shall not be subject to proration or refund irrespective of the date of issuance or surrender.
4. The permit issued pursuant to this subsection shall remain in full force and effect until 11:59 p.m. on December 31 following the date of issuance.

5. License Agreement for permanent fixtures.

(A) In the event any person obtains a permit to occupy or obstruct any portion of any street, alley, sidewalk, easement, or other public right-of-way or lands owned by or under the control of the City, if that use will require placement of fixtures permanently attached to the lands or right-of-way, that person must, in addition to securing a right-of-way permit, agree to enter into a license agreement and pay a processing fee in accordance with the City's fee schedule, which fee shall not be refundable. The procedure for application and review of the request for a license agreement shall be as follows:

1. An applicant or their agent shall file an application and processing fee shall be paid to an Official of the Department on forms to be provided by the City.
2. An Official of the Department shall review the information provided on the application and shall distribute copies of said application to such departments and agencies within the City as may have an interest in or be affected by the proposed use set out in the application for review, and/or recommendations.
3. The application for license agreement shall be approved, unless a department or agency of the City finds that the proposed use and permanent fixtures violates any federal, state or local statute, regulation, ordinance, code, rule, regulation, or policy

or impedes, impairs, diminishes the use of the lands or right-of-way of the City, the public or other person which has a lawful right to and/or occupy said lands or right-of-way.

(B) An Official of the Department, upon receipt of comments and/or recommendations from the aforementioned departments and agencies may approve or disapprove, in whole or in part, an application for license agreement to place fixtures permanently on City lands or right-of-way. The Official of the Department may specify such conditions and terms to be included in the requested license agreement as are necessary and prudent to protect the interest of the City, public, or any person which has a lawful right to use and/or occupy the lands or right-of-way. The Official shall inform the applicant or their agent in writing on any decision disapproving in whole or in part the application for license agreement, said decision to be sent to the address shown on the application.

(C) In the event an application submitted under (A) above is disapproved in whole or in part, the applicant, within fifteen (15) days of the date of the decision by the Official of the Department, may request that the application be placed on the agenda at a regular meeting of the City Council for review and final decision. The request for review shall be made in writing and filed with the Department, along with the appeal fee set out in the City's fee schedule.

(D) This shall not apply to personal property which is not affixed or attached to any real estate except movable buildings or structures.

(E) An owner of an underground sprinkling system encroaching into the public right-of-way on any improvement project that is to receive Federal Transportation funds shall obtain a license agreement subject to the requirements pursuant to these rules and regulations. A processing fee is not required for a license agreement for underground sprinkling systems encroaching into lands or public right-of-way so long as it is in connection with Federal Transportation funded projects.

(F) Underground vault spaces under public sidewalks or buildings constructed prior to 1975, within the City, are maintain solely at the sufferance of the City. The City reserves the authority to require structural upgrades or removal if it is in the interest of public safety.

(G) Any occupancy of lands or public right-of-way granted by the City under this section shall be at the pleasure of the City and shall be limited to the uses or occupancy set forth in these rules and regulations.

(H) All license agreements shall provide:

1. That such use or occupancy is at the licensee's sole risk;
2. The licensee shall waive any claim for damages against the City, its officials, employees, agents and contractors for any damage or injury that may result to the licensee's property within the area occupied pursuant to said license agreement;

3. The licensee shall indemnify and hold the City harmless from and against any and all loss or damage, and any and all claims, demands, suits, liabilities and payments and contract or tort, penal or otherwise, resulting from or in connection with the use or occupancy of lands and public right-of-way pursuant to said license agreement;
4. That such use or occupancy is at the pleasure of the City and may be revoked at any time;
5. Such other conditions as the City deems necessary to protect the interests of the City and the general public's use of the public right-of-way.

6. Suspension or termination of permit.

(A) Any Planning and Development Official may suspend or terminate the permit of any permit holder found to be in violation of any provision of the Scottsbluff Municipal Code or these Rules and Regulations with respect to the permit holder's use and/or occupancy of any part of the right-of-ways, sidewalks, streets, alleys or parking lots within the City.

(B) The Planning and Development Official shall deliver a notice of suspension or termination of permit to the permit holder which states the basis for and evidence underlying the termination or suspension.

(C) Any Planning and Development Official may suspend the permit of any permit holder for not less than one (1) day nor more than seven (7) days for violations. Upon termination of a permit, the permit holder may not reapply for a new permit until after December 31 following the date of issuance of the revoked permit.

(D) Any permit holder aggrieved by suspension or termination of said permit may request a hearing before the City Council at its next regularly scheduled meeting; provided, said request is filed in writing with the Department not less than four (4) business days prior to said meeting.

1. The hearing shall be conducted informally. The permit holder and the Planning and Development Official may present oral or written statements of evidence supporting or opposing the suspension or termination of the permit to the City Council. Presentations by each participant shall be limited to a total time of thirty (30) minutes or less.
2. Upon conclusion of the hearing, the City Council may reverse, modify or affirm the decision of the Planning and Development Official. Written notice of the determination of the City Council shall be given to the permit holder either personally or sent by United States Mail to the address listed on the permit application.

LICENSE AGREEMENT

This License Agreement (“Agreement”) is made by and between the City of Scottsbluff, Nebraska, a Municipal Corporation, hereinafter referred to as “Licensor”, and _____, hereinafter referred to as “Licensee”.

1. **Purpose.** The purpose of this Agreement is to set forth the terms and conditions under which the Licensee may construct, maintain, repair, and utilize the following described improvement which will infringe upon real estate owned by the Licensor:

To install a sidewalk café enclosed with a three foot tall wrought iron railing system. Licensee must maintain five feet of access for pedestrian walkway from any obstruction, such as posts, tree grades, or flange plates. An 8' vertical clearance above the walkway must be maintained. This Agreement shall pertain to only the area in front of the property at _____.

2. **Description of Real Estate.** The Licensee owns the following described real estate adjacent to Licensor’s real estate to which this Agreement shall apply:

3. **Duties and Risks.** It is understood and agreed that the Licensee may construct, maintain, repair, and utilize the above described improvement at the Licensee’s sole risk. The Licensee hereby waives any claim for damages against the Licensor, its officers, employees, agents, and independent contractors, for any damage or injury that might result to said improvement. If the Licensor, in its sole discretion, determines that any part or all of the improvement must be removed or is damaged by the Licensor, its employees, agents or independent contractors working for Licensor during the course of their employment or duties with the Licensor, Licensee agrees to assume and pay all costs

relating to the replacement or repair of the improvement. The Licensee indemnifies and holds the City harmless from and against all claims arising out of the use or occupancy allowed under this Agreement.

4. Existing Utilities. The Licensee is responsible for locating and coordinating original construction and future maintenance work on the described improvement. No excavation work will be permitted in the area of underground utility facilities until all such facilities have been located and identified to the satisfaction of all parties. The excavation must be done with care in order to avoid any possibility of damage to the utility facility. The Licensee shall be responsible for any and all damage.

5. Restoration of Property. If the construction or maintenance of the improvement identified in paragraph 1 above requires the excavation of earth, removal of hard surfacing, grass, vegetation, landscaping, or any other disruption of the service of the public right-of-way or neighboring property, the Licensee shall restore the surface of the area to the same condition as it existed immediately prior to the Licensee's work in the area.

6. Effective. This License Agreement shall take effect on the date it is executed by the Mayor of the City of Scottsbluff as dated below. It shall continue for an indefinite term or until such time as it is terminated as provided hereinafter.

7. Termination. This Agreement shall terminate upon one or more of the following occurrences:

- (a) The service of written notice of intention to terminate by Licensee and the removal of any improvements infringing upon the City's lands or right-of-way.
- (b) The Licensee's application for a permit to occupy right-of-way, has expired.
- (c) The Licensee's construction or installation of any structure and improvement of any nature upon the real estate owned by the Licensor except that described in paragraph 1 above, or the Licensee's failure to apply for and obtain a permit to alter or make improvement to its property.
- (d) The City may revoke this Agreement at any time.
- (e) Upon the termination of this Agreement, the Licensee shall be required, and hereby agrees, to remove any improvements or fixtures from the Licensor's real estate at its own expense and without cost to the Licensor. Said removal shall occur no later than thirty (30) days after receipt of the notice of intention to terminate or of any occurrences set forth in this paragraph. Should the Licensee fail to do so, the Licensor may remove or cause the removal of any improvements or fixtures from the Licensor's real estate and the Licensee agrees to reimburse the Licensor for all of its costs.

8. Assigns. This Agreement shall be binding upon the parties hereto, their successors and assigns.

9. Entire Agreement. This Agreement constitutes the entire agreement between the parties notwithstanding any oral or written agreements to the contrary. This License Agreement shall be amended only in writing and executed by all parties.

10. Law. This Agreement shall be construed in accordance with the laws of the State of Nebraska and the City of Scottsbluff, Nebraska.

Dated: _____

CITY OF SCOTTSBLUFF, a
Municipal Corporation, Licensor,

By _____
Mayor

Attest:

City Clerk

Licensee

State of Nebraska, Scotts Bluff County:

This License Agreement was acknowledged before me on _____, 2014, by
Randy Meininger, Mayor of the City of Scottsbluff, Nebraska, Licensor.

Notary Public

State of Nebraska, Scotts Bluff County:

This License Agreement was acknowledged before me on _____, 2014, by
_____, Licensee.

Notary Public

City of Scottsbluff, Nebraska

Monday, May 19, 2014

Regular Meeting

Item Resolut.3

Council to consider an Ordinance adopting the 2014 National Electrical Code (third reading).

Staff Contact: Gary Batt, Code Administrator

ORDINANCE NO. _____

AN ORDINANCE DEALING WITH ELECTRICITY, AMENDING THE SCOTTSBLUFF MUNICIPAL CODE SECTION 4-2-33, ADOPTING THE 2014 NATIONAL ELECTRICAL CODE, SUBJECT TO CERTAIN STIPULATED MODIFICATIONS, AND REPEALING FORMER SECTIONS, AND PROVIDING FOR AN EFFECTIVE DATE.

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

Section 1. Section 4-2-33 of the Scottsbluff Municipal Code is amended to provide as follows:

“4-2-33. National Electrical Code; adopted.

The 2014 Edition of NFPA 70, National Electrical Code, as published by the National Fire Protection Association, is adopted for the purpose of establishing rules and regulations for the construction, alteration, maintenance and removal of all equipment within or on all buildings, private or public, within the area of City jurisdiction. Reference to “the National Electrical Code” or “the electrical code” throughout the Municipal Code shall mean this code. Except for those portions specifically excluded or modified by this or other sections of the Municipal Code, the National Electrical Code is adopted in this section by reference. The construction, alteration, maintenance and removal of all electrical equipment shall comply with the National Electrical Code and with additional requirements as are prescribed in this Article. One (1) copy of the National Electrical Code shall be on file in the City Clerk’s office.”

Section 2. Section 4-2-33 of the Scottsbluff Municipal Code is hereby amended, provided this Ordinance shall not be construed to effect any causes of action, civil or criminal, existing or actions pending, at the time this Ordinance becomes effective.

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

PASSED AND APPROVED on _____, 2014.

Mayor

ATTEST:

City Clerk (Seal)

Approved as to form:

Deputy City Attorney

City of Scottsbluff, Nebraska

Monday, May 19, 2014

Regular Meeting

Item Exec1

Council reserves the right to enter into closed session if deemed necessary if the item is on the agenda.

Staff Contact: City Council