

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

Regular Meeting
April 6, 2015
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 March 16, 2015 Regular Meeting.
 - b) Approve the minutes of the March 30, 2015 Special Meeting.
 - c) Approve the absence of Council Member Hilyard from the March 16, 2015 Regular Meeting.
 - d) Acknowledge the liability claim from Regional West Medical Center in the amount of \$26,179.55 for medical expenses incurred by Alejandro Paramo and forward to the City's insurance carrier.
 - e) Council to approve bid specifications for the Sanitary Sewer and Siphon by Scottsbluff Drain, 27th Street and authorize the City Clerk to advertise for bids to be received by April 30, 2015 at 2:00 p.m.
 - f) Council to approve bid specifications for the Seal Coat Project and authorize the City Clerk to advertise for bids to be received by April 30, 2015 at 2:00 p.m.
 - g) Council to set a public hearing for April 20, 2015 at 6:05 p.m. to consider the report of the Economic Development Program Citizen's Advisory Committee.
 - h) Council to set a public hearing for April 20, 2015 at 6:05 p.m. to consider the rezone of Lots 1 & 2, Block 1, City Central Subd. a replat of Block 3, Farmland Industries Subd. & Tax Lots 17 & 45 and pt of Tax Lots 18 & 44, from M-1 to C-3, No. of 8th St. between Broadway & Ave. B.
 - i) Council to set a public hearing for April 20, 2015 at 6:05 p.m. to consider the rezone of Lots 1 & 2, Block 9 Five Oaks Subd., and unplatted lands, from A-Agricultural to C-2 Neighborhood & Retail Commercial, parcels are situated south of 42nd & East of Ave. I.

- j) Council to set a public hearing for April 20, 2015 at 6:05 p.m. to consider the Annexation of Five Oaks Subdivision of approximately 32.67 ± acres situated in the NW corner of Section 14, T22N, R55W 6th P.M. Scotts Bluff County. These lands are located south of 42nd Street, north of Scottsbluff
7. Claims:
 - a) Regular claims
 - b) Request for payment of claim by warrant for Paving District #311, Five Oaks Street Improvements and approve the Resolution.
 - c) Request for payment of claim by warrants for Water Extension District 105, Reganis 12th Avenue project and approve the Resolution.
 8. Public Hearings:
 - a) Council to conduct a public hearing at 6:05 p.m. regarding the purchase of real estate property located at 15 East 18th Street, Scottsbluff, Nebraska.
 - b) Council to conduct a public hearing at 6:05 p.m. regarding the purchase of real estate property located at 23 East 18th Street, Scottsbluff, Nebraska.
 - c) Council to conduct a public hearing at 6:05 p.m. to consider an Ordinance amending Chapter 25, Article 6-1.6 dealing with signs, setting forth additional restrictions in signs and repealing and removing a portion of 25-6-6.
 - d) Council to conduct a public hearing at 6:05 p.m. to consider an Ordinance amending Chapter 21, Article 1, relating to amending or re-platting a final plat, limiting the number of times a plat can be amended or re-platted, 21-1-68.
 - e) Council to conduct a public hearing at 6:05 p.m. to consider an Ordinance regulating neighborhood block parties.
 9. Bids & Awards:
 - a) Council to award the bid for a new refuse truck for Environmental Services to Floyds / Elliott Equipment Company in the amount of \$161,830.00.
 - b) Council to approve the justification and authorize purchase of a new heater for Westmoor Pool and authorize payment from the contingency fund.
 10. Petitions, Communications, Public Input:
 - a) Council to consider a Business Promotional Event Permit for the “Farmers Market” at the mini-park and a portion of East 18th St. from Broadway 1st Ave. on Saturday mornings, 6-6-15 through 9-26-15, 7 a.m. to noon. The permit includes closure of 18th St. between Broadway and 1st Ave.
 - b) Council to receive an update on the Nebraska Public Power District transmission line.
 - c) Mayor Meininger to read and sign the Proclamation for Fair Housing Month.
 11. Resolution & Ordinances:
 - a) Council to consider an Ordinance dealing with plumbers, licensing and regulations, clarifying that examinations must be given upon application for a plumbing license.
 - b) Council to consider an Ordinance change regarding the Gateway Greenway

Overlay zoning district located within the entryways/corridors of the City of Scottsbluff (third reading).

- c) Council to consider an Ordinance revision relating to principle permitted uses and special permit uses for parking requirements and off street parking in the C-1 zoning district, located on Broadway from 14th St. north to 20th Street (third reading).
12. Reports from Staff, Boards & Commissions:
- a) Council to consider a contract with the Scottsbluff Public School District regarding the indoor and outdoor Splash pools, authorize the continuation of funding, and authorize the Mayor to execute the contract.
 - b) Discussion and instructions to staff on the development of a Community Redevelopment Authority.
 - c) Council to receive an update of the Comprehensive Plan.
 - d) Council to appoint a member to the Regional Economic Development Implementation committee.
 - e) Council to consider the Minatare Water Project Streamflow Credit Purchase Agreement and authorize the Mayor to execute the agreement.
 - f) Council to consider contract with USGS for the hydraulic modeling and flood inundation mapping of the North Platte River at Scottsbluff and authorize the Mayor to sign.
 - g) Council to consider sending a letter to the Oil and Gas Commission regarding the disposal of wastewater in Sioux County.
 - h) Council to conduct the City Manager's annual performance review.
13. Executive Session
- a) Council reserves the right to enter into closed session if deemed necessary if the item is on the agenda.
14. Public Comments: The purpose of this agenda item is to allow for public comment of items for potential discussion at a future Council Meeting. Comments brought to the Council are for information only. The Council will not take any action on the item except for referring it to staff to address or placement on a future Council Agenda. This comment period will be limited to three (3) minutes per person
15. Council reports (informational only):
16. Scottsbluff Youth Council Representative report (informational only):
17. Adjournment.

City of Scottsbluff, Nebraska

Monday, April 6, 2015

Regular Meeting

Item Consent1

Approve the minutes of the March 16, 2015 Regular Meeting.

Staff Contact: Cindy Dickinson, City Clerk

Regular Meeting
March 16, 2015

The Scottsbluff City Council met in a regular meeting on Monday, March 16, 2015 at 6:00 p.m. in the Council Chambers of City Hall, 2525 Circle Drive, Scottsbluff. A notice of the meeting had been published on March 13, 2015, in the Star Herald, a newspaper published and of general circulation in the city. The notice stated the date, hour and place of the meeting, that the meeting would be open to the public. That anyone with a disability desiring reasonable accommodations to attend the council meeting should contact the city clerk's office, and that an agenda of the meeting kept continuously current was available for public inspection at the office of the city clerk in City Hall; provided, the city council could modify the agenda at the meeting if it determined that an emergency so required. A similar notice, together with a copy of the agenda, also had been 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 March 13, 2015. 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, Jordan Colwell, Randy Meininger, and Scott Shaver. Absent: Liz Hilyard.

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 Colwell that,

1. "The minutes of the March 2, 2015 Regular Meeting be approved,"
2. "A special meeting be set for March 30, 2015, 7:00 p.m., Gering Civic Center, 1050 M Street, Gering, NE to discuss the Regional Economic Development Plan,"
3. "A public hearing be set for April 6, 2015 at 6:05 p.m. to consider an Ordinance amending 25-6-1.6 dealing with signs, setting forth additional restrictions in signs and repealing and removing a portion of 25-6-6,"
4. "A public hearing be set for April 6, 2015 at 6:05 p.m. to consider an Ordinance amending Chapter 21, Article 1, relating to amending or re-platting a final plat, limiting the number of times a plat can be amended or re-platted, 21-1-68,"
5. "A public hearing be set for April 6, 2015 at 6:05 p.m. to consider an Ordinance regulating neighborhood block parties," "YEAS", Gonzales, Colwell, Meininger, and Shaver. "NAYS" None. Absent: Hilyard.

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 March 16, 2015, as on file with the City Clerk and submitted to the City Council," "YEAS", Gonzales, Colwell, Meininger, and Shaver, "NAYS" None. Absent: Hilyard.

CLAIMS

ACTION COMMUNICATIONS INC.,DEPT SUPPLIES,1399.96; AIRGAS USA, LLC,DEP SUP,26.69; ALAMAR CORP,UNIFORMS,1741.78; ALLO COMMUNICATIONS,LLC,LOCAL TELEPHONE CHARGES,4815.78; ANDREA FOLCK,DEPT BSNSS TRVL,119.71; ASSURITY LIFE INSURANCE CO,LIFE INS,34.36; ATLAS COPCO COMPRESSORS, LLC,EQUIPMENT,3950; B&C STEEL CORPORATION,DEP SUP,364.75; BLUFFS BROADCASTING,DEP SUP,200; BLUFFS SANITARY SUPPLY INC.,JAN SUP,605.37; BOBBI KUHLMAN,SCHOOLS & CONF,139; CAPITAL BUSINESS SYSTEMS INC.,CONT. SRVCS,295.09; CARR TRUMBULL LBR INC.,BLDG MAINT,132.38; CELLCO PARTNERSHIP,CELL PHONES FOR FIRE,343.69; CITIBANK N.A., INVEST SUPPL,307.67; CITIBANK, N.A.,DEPT SUP,57.24; CITY OF GERING,DISPOSAL FEES,71480.64; CITY OF GERING,ECON DEV,662.25; CITY OF SCB,SUPPLIES,93.36; CLARK PRINTING LLC,DEP SUP,310.07; COLORADO ASPHALT SERVICES, INC,1 LOAD COLD ASPHALT PATCH,3496.98; COMPUTER CONNECTION INC,SUPPLIES,397.17; CONTRACTORS MATERIALS INC.,DEP SUP,9.4; CORNHUSKER MARRIOTT HOTEL.,CONFERENCE,238; CREDIT MANAGEMENT SERVICES INC.,WAGE ATTACH,413.3; CREIGHTON MILLER, WITNESS FEES,23.45; CRESCENT ELECT. SUPPLY COMP INC,SUPP,26.85; CULLIGAN OF SCOTTSBLUFF,DEPT SUPPLIES,247.7; CYNTHIA GREEN,DEPT SUPPL,313.98; D & H ELECTRONICS,BUILDING MAINTENANCE,269.07; DALE'S TIRE & RETREADING, INC., VEHICLE MTNC,784.58; DAVID M GLENN JR.,ADVANCE FOR TRAINING,138; DEPT OF HLTH & HUMAN SVCS,LIC FEE,80; DUANE E. WOHLERS,DISPOSAL FEES,800; ELECTRONIC RECYCLERS, INC,DISPOSAL FEES,3237.58; FASTENAL COMPANY,EQP MTC,12.29; FEDERAL EXPRESS CORPORATION,SHIPPING FEES,39.25; FLOYD'S TRUCK CENTER, INC,VEHICLE MTNC,218.99; FREMONT MOTOR SCOTTSBLUFF, LLC,VEHICLE MAINT, 3166.5; GENERAL ELECTRIC CAPITAL CORPORATION,DEP SUP,673.83; H D SUPPLY WATERWORKS LTD,CONTRACTUAL SVC,270.08; HAWKINS, INC.,CHEMICALS,1491.05; HEILBRUN'S INC.,DEPT SUPPLIES,1077.39; HOLIDAY INN-DOWNTOWN LINCOLN, CONFERENCE,166; HULLINGER GLASS & LOCKS INC.,CONTRACTUAL SVC,208; ICMA RETIREMENT TRUST-457,DEF COMP,1325.14; IDEAL LAUNDRY AND CLEANERS, INC.,DEPT SUPPLIES,1110.65; INGRAM LIBRARY SERVICES INC,BKS,208.28; INTERNAL REVENUE SERVICE,W/H TAXES,59484.36; INVENTIVE WIRELESS OF NE, LLC,DEP SUP,8; JACOBS AUTO GLASS,GLASS REPAIR,165; JAMIE WALLACE,CAR SEAT CLASS TRAVEL FOR WALLACE,120; JOHN DEERE FINANCIAL,EQP MTC,2305.47; JOHN DEERE FINANCIAL,DEP SUP,51.9; JOHN DEERE FINANCIAL,DEP SUP,26.67; JOHN DEERE FINANCIAL,DEP SUP,17.04; JOHNSON CASHWAY LUMBER CO,DEP SUP,22.5; KAWASAKI KORNER,EQP MTC,76.71; KEVIN, PEGGY SEGELKE,VEHICLE MTNC,390.35; KRIZ-DAVIS COMPANY,EQUIP MAINT,67.07; LEAGUE ASSOCIATION OF RISK MANAGEMENT,DEDUCTIBLE REIMBURSEMENT, 294.1; LEXISNEXIS RISK DATA MANAGMENT INC,CONSULTING,100; LOGAN CONTRACTORS SUPPLY INC,ST. REP. SUPPLIES - DETACK,360.21; MADER, PERRY,SCH CON,39; MADISON NATIONAL LIFE,LIFE & DIS INS,1886.82; MAILFINANCE INC,EQUIP LEASE,106.76; MATHESON TRI-GAS INC,WELD. SUPP,213.27; MENARDS, INC,SUPP,329.3; MIDLANDS NEWSPAPERS, INC,LEGAL PUBLISHING,2170.66; MIDWEST MOTOR SUPPLY CO INC,SUPP,204.1; MOBIUS COMMUNICATIONS COMPANY,EQUIP

MAINT,80; MONUMENT PREVENTION COALITION,CONTRACTUAL,939.94; MOWER SHOP, THE,EQP MTC,23.26; MUNICIPAL SUPPLY INC. OF NEBRASKA,GRD MTC,600; NATHAN PARRISH,CAR SEAT CLASS TRAVEL,45; NE CHILD SUPPORT PAYMENT CENTER,CHILD SUPPORT,2218.31; NE COLORADO CELLULAR, INC,CONTRACTUAL SVC,36.2; NE DEPT OF REVENUE,W/H TAX,18515.2; NEBRASKA SAFETY & FIRE EQUIPEMENT INC., CONTRACTUAL SERVICES,535; NEBRASKA MACHINERY CO,EQUIP MTNC,1820.81; NEBRASKA PUBLIC POWER DISTRICT,ELECTRIC,41826.83; NEBRASKA SALT AND GRAIN CO,ICE SLICER,7604.8; NEBRASKALAND TIRE, INC,VEH MAINT,1065.88; NELSON ELECTRIC MOTOR SERVICE, INC,MOTOR REPAIR,81.88; NEOPOST,POSTAGE,1000; OMAHA PRINTING COMPANY,FIREARMS SUPPL,404.31; OMAHA WORLD- HERALD COMPANY, SBSCRIP,283.4; ONE CALL CONCEPTS, INC,CONTRACT,62.15; PANHANDLE COOPERATIVE ASSOCIATION,GASOLINE,15106.27; PANHANDLE ENVIRONMENTAL SERVICES INC, SAMPLES,54; PAUL REED CONSTRUCTION & SUPPLY, INC,WATER MAIN PROJECT, 257138.77; PETERS & SONS MFG CO,SUPPLIES,379.26; PLATTE VALLEY BANK, HSA, 13398.98; POSTMASTER,POSTAGE,902.06; REGANIS AUTO CENTER, INC,VEH MAINT,228.79; REGIONAL CARE INC,MEDICAL CLAIMS,20736.24; REGISTER OF DEEDS,DEPT SUP,56; RS VENTURES LLC,VEH MAINT,2922.05; RUSCH'S GENERAL CONTRACTING, LLC, CONTRACTUAL SVC,6000; RUSHMORE MEDIA COMPANY, INC,STRM WTR CNTRCL SRVCS, 322.5; S M E C,EMP DEDUCTIONS,238; SANDBERG IMPLEMENT, INC,EQP MTC,2302.22; SCB FIREFIGHTERS UNION LOCAL 1454,UNION DUES,225; SCOTTSBLUFF BODY & PAINT, CONTRACTUAL,635; SCOTTSBLUFF POLICE OFFICERS ASSOCIATION,UNION DUES,624; SCOTTSBLUFF SCREENPRINTING & EMBROIDERY, LLC,UNIFORMS & CLOTHING,1259.01; SCOTTSBLUFF/GERING CHAMBER OF COMMERCE,MEMBERSHIP, 6336; SECRETARY OF STATE,CONTRACT,20; SHERWIN WILLIAMS,BLD MTC,151.98; SIMMONS OLSEN LAW FIRM, P.C.,CONTRACT,11701.6; SIMON CONTRACTORS,CIP-PO2,500.92; SLAFTER OIL CO INC.,CONTRACTUAL SVC,8; SOURCE GAS,MONTHLY ENERGY FUEL,4548.4; STATE OF NEBR, MONTHLY LONG DISTANCE,144.56; STEVE DECKER,GRD MTC,4800; SUSAN DAVIS, BK,15; THE CHICAGO LUMBER COMPANY OF OMAHA INC,ELECTRICAL MTNC,27.13; TIMOTHY NEWMAN,SCHOOLS & CONF,48; TOMMY'S JOHNNYS INC,CON SRV,1305; TRANS IOWA EQUIPMENT LLC,PAYMENT ON SNOW BLOWER,2758.7; UNIQUE MANAGEMENT SERVICES, INC,CONT. SVCS,196.9; UNITED STATES WELDING, INC,DEPT SUPPLIES,190.76; UPSTART ENTERPRISES, LLC,DEPT SUPPL,171.86; US BANK,ANNUAL CALIBRATION OHD UNIT,2552.75; WELLS FARGO BANK, N.A.,RETIREMENT,29121.47; WESTERN PATHOLOGY CONSULTANTS, INC,DOT TESTING FEE,51; WESTERN TRAVEL TERMINAL, LLC,VEHICLE MAINT,104; WHOLESALE MOTIVE SERVICE INC.,DEP SUP,4.04; YELLMAN, ABBIGAIL, REIMB, 76; YOUNG MEN'S CHRISTIAN ASSOCIATION OF SCOTTSBLUFF, NE,FITNESS PROGRAM,2293.5; ZM LUMBER INC,DEP SUP,52.93; REFUNDS: TRAVIS MALEY, 49.12; LYNDESEY SHRULL 55.56;CANDI & PAUL FROHMAN 4.28; JASON GURNSEY, 4.48.

Moved by Mayor Meininger, seconded by Council Member Shaver, "to adjourn to executive session for the purpose of conducting a strategy session with respect to real estate purchases in the City of

Scottsbluff, Nebraska to include the City Council, City Manager, Assistant City Manager, and City Attorney,” “YEAS”, Gonzales, Colwell, Meininger, and Shaver. “NAYS” None. Absent: Hilyard.

Mayor Meininger announced that the City Council would be going into executive session at 6:05 p.m. for the purpose of conducting a strategy session with respect to real estate purchases in the City of Scottsbluff, Nebraska to include the City Council, City Manager, Assistant City Manager, and City Attorney.

At 6:25 p.m. it was moved by Mayor Meininger, seconded by Council Member Shaver, “to reconvene in the regular City Council meeting, “YEAS”, Gonzales, Colwell, Meininger, and Shaver. “NAYS” None. Absent: Hilyard.

City Planner, Annie Folck gave a presentation on the proposed downtown development, which includes closing 18th Street between Broadway and 1st Ave. The Business Improvement Board recommended acceleration of the project as it is key to the development of downtown. In order to create a downtown city center and close a portion of 18th Street, the purchase of two properties is necessary to accomplish the downtown plaza concept. This is a prime opportunity for this development as the two buildings needed are currently for sale. Ms. Folck presented the conceptual drawings for this project which includes an indoor/outdoor playground, skating rink, splash pad, gathering spaces with fire pits and benches, and an outdoor stage. This would provide space for a wide variety of functions. The total space available for the plaza is close to one acre of land. The development would also include a pathway connecting 1st Ave. to Broadway, and the addition of more trees and plantings. This concept ties in with the Economic Development Plan, which recommends more gathering spaces downtown.

Mr. Kuckkahn explained that City Planner Folck and Assistant City Manager Johnson started working on this concept in December, and now, with both buildings for sale, this is a rare opportunity to create the downtown plaza. Mayor Meininger asked about financing this project. Mr. Kuckkahn informed the Council that funding for this project is not from the General Fund, but rather the Debt Service Fund, which has adequate funding for this project.

Ms. Folck added that she will also be looking at grant funds to offset some of the expenses of the project. She can’t apply for these grants until the buildings are purchased and the plan is set. There are grant funds for community centers available through the Nebraska Department of Economic Development, the Peter Kiewit Foundation and possibly the Oregon Trail Foundation.

Assistant City Manager Johnson explained that the first property is located at 23 East 18th St. Staff recommends approval to proceed with the purchase of this property in the amount of \$282,500.00, which is the listing price. Staff has satisfied the state statute requiring an appraisal. The building appraised at \$258,000.00. City Attorney Howard Olsen added that the State Statute does not state that the purchase price needs to be the same as the appraisal, however, there should be some justification for paying a higher price. The concept requires the purchase of two properties, so some premium is justified. Mr. Kuckkahn added that with this situation, there are two properties with ramifications if we purchase one and not the other one.

Staff is also recommending approval to proceed with the other property, located at 15 East 18th St., in the amount of \$147,000.00, which is the listing price. The appraisal value of this property was \$137,500.00. Mr. Kuckkahn added that since we need both properties, we are paying for the privilege to purchase both buildings. Mr. Olsen added that an appraisal is not an exact science, and the difference between the listing prices and appraisals is not a significant amount.

Moved by Council Member Gonzales, seconded by Council Member Colwell, “to approve, authorize payment and ratify the counter offer for the purchase of the real estate property located at 23 East 18th Street, contingent upon the public hearing,” “YEAS”, Gonzales, Colwell, Meininger, “NAYS” Shaver. Absent: Hilyard.

Moved by Mayor Meininger, seconded by Council Member Gonzales, “to set a public hearing for April 6, 2015 at 6:05 p.m. regarding the purchase of real estate property located at 23 East 18th Street, Scottsbluff, Nebraska,” “YEAS”, Gonzales, Colwell, Meininger, “NAYS” Shaver. Absent: Hilyard.

Moved by Council Member Gonzales, seconded by Council Member Colwell, “to approve, authorize payment and ratify the counter offer for the purchase of the real estate property located at 15 East 18th Street, contingent upon the public hearing,” “YEAS”, Gonzales, Colwell, Meininger, “NAYS” Shaver. Absent: Hilyard.

Moved by Mayor Meininger, seconded by Council Member Colwell, “to set a public hearing for April 6, 2015 at 6:05 p.m. regarding the purchase of real estate property located at 15 East 18th Street, Scottsbluff, Nebraska,” “YEAS”, Gonzales, Colwell, Meininger, “NAYS” Shaver. Absent: Hilyard.

Assistant City Manager Johnson presented a Resolution which will reimburse expenses from the Scottsbluff Leasing Corporation Bonds to purchase the buildings which have been discussed and develop the project. Moved by Council Member Gonzales, seconded by Council Member Colwell, “to consider Resolution No. 15-03-02 to reimburse certain expenses from the proceeds of the City of Scottsbluff Leasing Corporation Building Bonds in connection with the acquisition of buildings and improvements for the downtown development project,” “YEAS”, Gonzales, Colwell, Meininger, “NAYS” Shaver. Absent: Hilyard.

RESOLUTION NO. 15-03-02

A RESOLUTION DECLARING THE OFFICIAL INTENT OF THE CITY OF SCOTTSBLUFF, NEBRASKA TO REIMBURSE CERTAIN EXPENSES FROM THE PROCEEDS OF CITY OF SCOTTSBLUFF LEASING CORPORATION BUILDING BONDS IN CONNECTION WITH THE ACQUISITION OF BUILDINGS AND CERTAIN OTHER IMPROVEMENTS FOR USE IN CONNECTION WITH THE CITY’S DOWNTOWN PROJECT.

BE IT RESOLVED by the Council (the “Council”) of the City of Scottsbluff, Nebraska (the “City”) as follows:

Section 1. Findings.

(a) The City has contracted for acquisition of buildings and expects to make certain other improvements for use in connection with the City’s downtown project (together, the “Project”).

(b) Pursuant to Section 19-2421, Reissue Revised Statutes of Nebraska, as amended (“Section 19-2421”), the City is authorized to enter into contracts for the lease of real and personal property for any purpose for which the city is authorized by law to purchase property or construct improvements, which contracts shall not be restricted to a single year and may provide for the purchase of the property in installment payments.

(c) The City anticipates entering into a lease-purchase agreement (the “Lease Agreement”) with City of Scottsbluff Leasing Corporation (the “Leasing Corporation”) pursuant to its authority under Section 19-2421 in connection with the Project to finance all or a portion of the costs of the Project through issuance, sale and delivery by the Leasing Corporation of its building bonds (the “Bonds”).

(d) The City anticipates incurring a portion of the costs of the Project prior to the issuance of the Bonds and desires to preserve its ability to reimburse such costs under the provisions of the Internal Revenue Code of 1986, as amended (the "Code"), and the applicable regulations thereunder (the "Regulations").

(e) The Regulations govern the City's use of proceeds derived from the sale of the Bonds to reimburse "original expenditures" made by the City prior to the authorization of the Bonds. Specifically, the Code requires the City to declare its official intent to reimburse original expenditures made in furtherance of the Project not later than 60 days after payment of such original expenditures. The Code requires that tax-exempt obligations be issued, and a reimbursement allocation be made, from the proceeds of those obligations within 18-months after the later of the date the original expenditure is paid or the Project is placed in service or abandoned, but in no event more than three (3) years after the date the expenditure is paid.

(f) It is necessary, desirable, advisable and in the best interests of the City that the requirements of the Regulations be satisfied to preserve the ability of the City to reimburse costs of the Project made by the City from and after the date of the passage and adoption of this Resolution from the proceeds of the Bonds.

Section 2. Declaration of Intent and Related Matters.

(a) In accordance with the provisions of this Resolution and Section 1.150-2 of the Regulations, the Council hereby declares the official intent of the City to reimburse all or part of the costs of the Project through the execution and delivery of the Lease Agreement and the issuance of the Bonds in connection therewith, the interest portion of which will be excludable from gross income for federal income tax purposes under Section 103 of the Internal Revenue Code of 1986, as amended. Prior to the execution and delivery of the Lease Agreement and the issuance of the Bonds, the City is authorized to advance moneys in an amount not to exceed \$500,000.00 for the purposes hereinbefore described.

(b) Except for (i) expenditures to be paid or reimbursed from sources other than the Bonds, (ii) "de minimus expenditures" defined under Section 1.150-2(f)(1) of the Regulations, and (iii) "preliminary expenditures" defined under Section 1.150-2(f)(2) of the Regulations, no expenditures made in furtherance of the Project have been paid by the City more than 60 days prior to the adoption of this Resolution.

(c) Payments under the Lease Agreement constituting debt service on the Bonds will be paid from the City's General Fund.

(d) The Bonds will be issued in the amount, and upon the terms and conditions agreed to between or among the City, the Leasing Corporation under the Lease Agreement and the purchaser(s) of the Bonds, as authorized by the Council at a meeting held for such purpose.

(e) As of the date of this Resolution, there are no funds of the City reserved, allocated on a long-term basis or otherwise set aside (or reasonably expected to be reserved, allocated on a long-term basis or otherwise set aside) to provide permanent financing for the expenditures related to the Project, other than the contemplated issuance of the Bonds.

Section 3. Authorizations.

(a) The Mayor, Finance Director and the City Manager (each an "Authorized Officer") are hereby authorized to take any further action that is necessary to preserve the ability of the City to reimburse original expenditures made in furtherance of the Project from and after the date of the passage and adoption of this Resolution from the proceeds of the Bonds.

(b) The Authorized Officers shall be, and each of them hereby is, authorized to execute on behalf of the City and to deliver any and all other instruments and documents including, but not limited

to, such certificates or instruments as may be required under the terms of this Resolution necessary to be executed and delivered in connection with this Resolution and the approvals made hereby.

(c) An Authorized Officer shall be responsible for making the “reimbursement allocations” described in Section 1.150-2 of the Regulations by transferring the appropriate amount of Bond proceeds to the City accounts used to temporarily finance some or all of the Project. Each allocation must be evidenced by an entry on the official books of the City maintained for the Project and must specifically identify the original expenditure being reimbursed.

Section 4. Ratification. All acts and deeds heretofore done by any officer, employee or agent of the City, on behalf of the City, to preserve the City’s ability to reimburse expenditures made in furtherance of the Project with the proceeds of the Bonds are hereby ratified, confirmed and approved.

Section 5. Effective Dates. This Resolution will be in full force and effect from and after its passage and adoption by the Council and approval by the Mayor.

Section 6. Conflicting Resolutions Repealed. All resolutions of the Council, or parts thereof, in conflict with the provisions of this Resolution are, to the extent of such conflict, hereby repealed.

PASSED AND APPROVED THIS 16th DAY OF March, 2015.

CITY OF SCOTTSBLUFF, NEBRASKA

Mayor

ATTEST:

City Clerk

City Manager Kuckkahn presented the February 2015 Financial Report. He reported that there has been an increase in the sales tax revenue over the last month’s report. Staff will continue to watch this revenue very closely. Mayor Meininger commented that we may still need to make adjustments in the last half of this fiscal year.

Mr. Kuckkahn explained the Ordinance to implement the extension of the sales and use tax and the amended Economic Development Plan which was approved by the voters at the November 4, 2014 General Election. Mayor Meininger introduced Ordinance No. 4147 which was read on first reading by title: AN ORDINANCE IMPLEMENTING THE EXTENSION OF THE CITY SALES AND USE TAX AND THE AMENDED ECONOMIC DEVELOPMENT PLAN, AS ADOPTED AT THE GENERAL ELECTION HELD ON NOVEMBER 4, 2014. Moved by Mayor Meininger, seconded by Council Member Shaver, “that the statutory rule requiring the Ordinance to be read by title on three different days be suspended,” “YEAS”, Gonzales, Colwell, Meininger, and Shaver, “NAYS”, None. Absent: Hilyard.

The motion carried having been approved by three-fourths of the Council Members. Moved by Mayor Meininger, seconded by Council Member Gonzales, “that Ordinance No. 4147 be adopted,” “YEAS”, Gonzales, Colwell, Meininger, and Shaver, “NAYS”, None. Absent: Hilyard.

Police Chief Kevin Spencer gave a summary of Legislative Bill 189, which reduces the effectiveness of penalties to combat the possession, manufacturing and distribution of marijuana products

coming from Colorado. As an example, if someone is caught selling close to a school, the maximum fine is \$300.00 and it is very difficult to prosecute. Another issue is that it very difficult to determine the substance without a botanist. There is another bill also, LB 326, which gives better guidance and maintains the current offenses and penalties for manufacturing and delivery of marijuana products.

Another complication with the legalization of medical marijuana arises for those with a medical card. The K9 dogs are trained to smell marijuana, so it would present complications with the trained dogs on the force. Council Member Shaver commented that these investigations are increasing the costs for the Police Department. Council Member Colwell also commented that the bill is very confusing. Chief Spencer agreed that it is a very long, and confusing bill. The memo from Corey O'Brien, Nebraska State Assistant Attorney General, helps to explain the problems presented with LB 189.

Moved by Council Member Shaver, seconded by Council Member Gonzales, "to approve Resolution No. 15-03-03, expressing disapproval of Legislative Bill 189," "YEAS", Gonzales, Colwell, Meininger, and Shaver, "NAYS", None. Absent: Hilyard.

A RESOLUTION TO EXPRESS DISAPPROVAL OF LEGISLATIVE BILL 189

RESOLUTION NO. 15-03-03

WHEREAS, the State of Colorado has legalized the recreational use of marijuana; and

WHEREAS, the legalization of marijuana in the State of Colorado has had a negative impact on the law enforcement and criminal justice resources of Scottsbluff, Nebraska; and

WHEREAS, the problems associated with the possession, manufacture, and distribution of marijuana and marijuana products have been exacerbated by the actions of the State of Colorado; and

WHEREAS, LB 189 reduces the effectiveness of penalties and procedures utilized to combat the possession, manufacture, and distribution of marijuana and marijuana products; and

WHEREAS, LB 189 does not address the real problems associated with the proliferation of marijuana and marijuana products; and

WHEREAS, LB 189 does not promote public safety and accountability;

NOW, THEREFORE BE IT RESOLVED that the City Council of Scottsbluff, Nebraska expresses its disapproval of LB 189.

BE IT FURTHER RESOLVED that said the Scottsbluff City Council urges the members of the Nebraska Legislature to oppose LB 189 and to vote against the advancement and enactment of LB 189.

Motion by: Council Member Shaver to adopt Resolution No. 15-03-03.

Seconded by: Council Member Gonzales

Voting yes were: Gonzales, Colwell, Meininger, Shaver

Voting no were: None Absent: Hilyard

Motion carried.

Dated this 16th day of March, 2015.

_____, Mayor

Attest:

_____, City Clerk

SEAL

Council introduced the Ordinance regarding the Gateway Greenway Overlay zoning district located within the entryways/corridors of the City of Scottsbluff which was read by title on second reading: AN ORDINANCE OF THE CITY OF SCOTTSBLUFF, NEBRASKA DEALING WITH THE GATEWAY/GREEN OVERLAY ZONE, REPEALING PRIOR §25-3-22.01 OF THE SCOTTSBLUFF MUNICIPAL CODE AND REPLACING THE ENTIRE SECTION, REPEALING ALL PRIOR ORDINANCES AND PROVIDING FOR AN EFFECTIVE DATE.

Council introduced the Ordinance relating to principle permitted uses and special permit uses for parking requirements and off street parking in the C-1 zoning district, located on Broadway from 14th St. north to 20th Street which was read by title on second reading: AN ORDINANCE FOR THE CITY OF SCOTTSBLUFF, NEBRASKA, RELATING TO ZONING , AND REVISING §25-3-13, RELATING TO PRINCIPLE PERMITTED USES AND SPECIAL PERMIT USES, §25-5-2 RELATING TO PARKING REQUIREMENTS FOR RESIDENTIAL USES AND §25-7-38 RELATING TO OFF STREET PARKING REQUIREMENTS AND EXCEPTING CONDOMINIUM USES IN CENTRAL BUSINESS DISTRICT, REPEALING ALL PRIOR ORDINANCES AND PROVIDING FOR AN EFFECTIVE DATE.

City Manager Kuckkahn presented the bids for the 27th Street and 2nd Avenue turn lane from Infinity Construction in the amount of \$86,356.25 and Paul Reed Construction in the amount of \$111,886.43. The engineer's estimate for this project was \$86,617.50. Staff is recommending awarding the bid to Infinity Construction. Mayor Meininger commented that funds for this project were not from the General Fund, but rather from the Street Fund. Mark Bohl, Public Works Director, commented that this project will tie in with the Scottsbluff School remodel project. Council Member Shaver asked about any restrictions regarding sub-contractors. Mr. Kuckkahn responded that the City will oversee the project, and there will be no sub-contractors. Moved by Council Member Shaver, seconded by Council Member Colwell, "to award the bid for the 27th Street and 2nd Avenue turn lane construction to Infinity Construction in the amount of \$86,256.25 as the lowest and most responsible bid," "YEAS", Gonzales, Colwell, Meininger, and Shaver, "NAYS", None. Absent: Hilyard.

Mr. Kuckkahn presented the bids to move the Zoo Entrance to align with Avenue N which will improve the safety of this intersection. Two bids were received: Infinity Construction in the amount of \$106,510.00 and Paul Reed Construction in the amount of \$102,574.63. The engineer's estimate was \$100,035.00. Staff is recommending that the bid be awarded to Paul Reed Construction. Mayor Meininger commented that this intersection is on the 1 & 6 Year Street Plan. The funds for this project will also come from the Street Fund, not the General Fund. Moved by Council Member Colwell, seconded by Council Member Gonzales, "to award the bid for the Riverside Discovery Center entrance and Avenue N intersection improvement project to Paul Reed Construction in the amount of \$102,574.63 as the lowest and most responsible bid," "YEAS", Gonzales, Colwell, Meininger, and "NAYS" Shaver. Absent: Hilyard.

Council Member Gonzales asked if this project information could be posted to the city's web site with updates. Staff will follow through with this recommendation.

Mr. Kuckkahn presented the sublease agreement with American Tower for the Verizon location by the 23 Club. This tower has multiple uses and our agreement with Verizon allows for a sublease. Moved by Council Member Gonzales, seconded by Council Member Colwell, "to approve the sublease of the Verizon ground lease at the 23 Club to American Tower or one of its affiliates and authorize the Mayor to sign the agreement," "YEAS", Gonzales, Colwell, Meininger, and Shaver, "NAYS", None. Absent: Hilyard.

Mayor Meininger discussed the member appointment to the Revenue Committee. He is recommending that Council Member Hilyard serve on this committee as she has expertise in this area. He also feels it's important to keep Council Member Gonzales on this committee since he has long term experience. Council agreed with this recommendation. Mayor Meininger suggested that the Revenue Committee look at the Reserve Fund and give Council a recommendation regarding a preferred balance for this fund.

Regarding the City Manager's annual evaluation, Mayor Meininger explained that the City Council members had received evaluation forms from the city clerk for evaluations to be conducted by the City Council and the senior staff (360 review). Council Member Shaver commented that he did not care for the evaluation form for the City Council Members to fill out. Council Members asked for guidance from the City Attorney regarding the 360 review. Mr. Olsen responded that there is a state statute that explains that the City Council is to stay out of the administrative service. The 360 review is an opportunity for the Council to do their statutory duty with regard to the city manager's evaluation and gain additional resources with the City Manager's approval. Mr. Kuckkahn added that it's important that the staff's review is risk free with no public exposure and only the aggregate responses would be available to the public. Assistant City Manager Johnson shared that some of the staff are sensitive about the concept of the 360 review, and there may be staff members who would not complete the evaluation. Council Member Gonzales suggested getting more information from other companies who have conducted a 360 review and possibly look at it again next year.

Moved by Mayor Meininger, seconded by Council Member Gonzales "to have the City Council move forward with the ICMA Evaluation for the City Manager and bring the completed evaluations back to the next Council meeting," "YEAS", Gonzales, Colwell, Meininger, and "NAYS" Shaver. Absent: Hilyard.

Under public comment, Nathan Green approached the Council and asked for an update on Code Enforcement progress in Scottsbluff. This item may be added to a future Council Meeting.

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

Mayor

ATTEST:

City Clerk

City of Scottsbluff, Nebraska

Monday, April 6, 2015

Regular Meeting

Item Consent2

Approve the minutes of the March 30, 2015 Special Meeting.

Staff Contact: Cindy Dickinson, City Clerk

Special Meeting
March 30, 2015

The Scottsbluff City Council met in a Special Meeting with the Cities of Scottsbluff, Gering, Terrytown and Mitchell, and the Villages of Morrill, Lyman, Henry, McGrew, and Melbeta and Scotts Bluff County on Monday, March 30, 2015 at 7:00 p.m. at the Gering Civic Center, 1050 M St., Gering, NE. A notice of the meeting had been published on March 24, 2015, in the Star Herald, a newspaper published and of general circulation in the city. The notice stated the date, hour and place of the meeting, that the meeting would be open to the public. That anyone with a disability desiring reasonable accommodations to attend the council meeting should contact the city clerk's office, and that an agenda of the meeting kept continuously current was available for public inspection at the office of the city clerk in City Hall; provided, the city council could modify the agenda at the meeting if it determined that an emergency so required. A similar notice, together with a copy of the agenda, also had been 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 March 24, 2015. 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 and Gering Mayor Tony Kaufman presided and City Clerk Dickinson recorded the proceedings. Mayor Kaufman welcomed everyone in attendance and encouraged all citizens to participate in the meeting. The meeting began with a prayer and the Pledge of Allegiance was recited. Mayor Meininger informed those in attendance that a copy of the Nebraska Open Meetings Act is available for the public's review. 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.

The Councils and Boards stated their names and the Village, City or County they represented:

City of Scottsbluff

Liz Hilyard
Jordan Colwell
Raymond Gonzales
Scott Shaver
Mayor Randy Meininger

City of Gering

Dan Smith
Phil Holliday
Troy Cowan
Mayor Tony Kaufman
Don Christensen
Larry Gibbs
Justin Allred
Julie Morrison
Pam O'Neal

Village of Morrill

Tony Schuler
Robert Betancur

City of Mitchell

Mayor Brian Taylor
Bill James
Don Stall
Paul Murrell
Sean Hopkins

Scotts Bluff County

Ken Meyer
Chairman, Mark Masterton
Mark Reichert
Steve Stratton

Bayard

Mayor Michelle Coolidge

Lyman

Kenny Moore
Scott Hort

Terrytown

Mayor Kent Greenwalt
Marcia Sherlock
Jerry Green
Brian Armstrong

City attorneys: Jim Ellison, Kent Hadenfeldt and Rick Ediger

County and City Clerks: Vera Dulaney, Scotts Bluff County; Cindy Dickinson, City of Scottsbluff; Kathy Welfl, City of Gering; and Nate Heffron, City of Bayard.

Tom West and Courtney Zaugg with Thomas P. Miller and Associates, Inc. (TPMA) gave an overview and power point presentation of the Regional Economic Development Plan and reviewed various aspects of the plan. The next step is to create a regional entity based on an interlocal agreement. Each Council or Board will appoint one member to serve. The appointments should be made by April 30 and submitted to Rick Kuckkahn, Scottsbluff City Manager. The first meeting will be held in early May. Mr. West suggested that communities submit their Council meeting schedules along with their appointments to the regional committee.

Mayor Taylor, City of Mitchell, added a few comments and expressed a need for a place at the table for those communities along the Highway 26 corridor. He feels the Economic Development plan should expand beyond Scottsbluff and Gering. Mayor Greenwalt stated one thing we could compare this to is how we've cooperated with the Scotts Bluff County Communication Center Advisory Board and how well that has worked; he's excited about going forward with this.

Mr. West said the priorities will be determined by the regional communities, not by the TPMA consultants. Mayor Meininger clarified that the consultants will help draft the document, tying all of the communities together in unity and they will also provide assistance with the draft document. Mr. West added that the economy doesn't recognize city limits or boundaries.

Gering Council Member Gibbs suggested leaving the invitation open to communities that might not participate immediately but would like to join at a later date and time. He said someone from TPMA

Inc. will be here to assist with the initial meeting with the Council and Board representatives the first week or two of May. The goal is to have an interlocal agreement prepared by the end of May, 2015.

Mayor Meininger noted that the following communities have LB840 funding in place: Scottsbluff, Gering, Bayard and Mitchell. This will provide a major source of funding for the implementation of the Economic Development Plan. He added that he still has many questions for the consultants and invited others with questions to contact the consultants.

Mayor Meininger thanked everyone again and stated that this was the first time in history that this many entities have come together to work on a Regional Economic Development Plan. This is extremely important to our region and to the state of Nebraska.

Moved by Scottsbluff Mayor Randy Meininger, seconded by Terrytown Mayor Kent Greenwalt, "to adjourn the meeting at 8:08 p.m.," all in attendance voted in favor of adjournment, motion passed.

Mayor

ATTEST:

City Clerk

City of Scottsbluff, Nebraska

Monday, April 6, 2015

Regular Meeting

Item Consent3

Approve the absence of Council Member Hilyard from the March 16, 2015 Regular Meeting.

Staff Contact: Mayor and Council

City of Scottsbluff, Nebraska

Monday, April 6, 2015

Regular Meeting

Item Consent4

Acknowledge the liability claim from Regional West Medical Center in the amount of \$26,179.55 for medical expenses incurred by Alejandro Paramo and forward to the City's insurance carrier.

Staff Contact: Rick Kuckkahn, City Manager

March 20, 2015

Cindy Dickinson, CMC
Scottsbluff City Clerk
2525 Circle Drive
Scottsbluff, NE 69361

RE: Alejandro Paramo

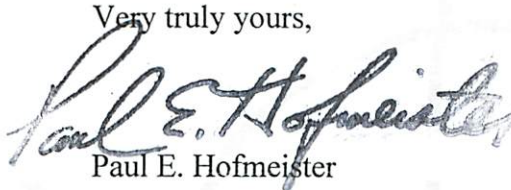
Dear Ms. Dickinson:

Enclosed please find an Affidavit for patient, Alejandro Paramo, who became a patient of Regional West Medical Center on March 19, 2014 as a result of injuries he suffered while being apprehended and arrested by the Scottsbluff Police Department for criminal activity.

If you have any questions concerning this claim, please contact the undersigned. Please advise as to when payment can be expected.

Thank you, in advance, for your cooperation.

Very truly yours,


Paul E. Hofmeister

PEH:mab

cc: David Griffiths, Vice-President, Finance/CFO
Lisa Walter, Director, Patient Financial Services
Rosalie Kramer, Coordinator, Financial Operations
James Ellison, Attorney at Law
Howard Olsen, Attorney at Law

AFFIDAVIT

STATE OF NEBRASKA)
) ss.
COUNTY OF SCOTTS BLUFF)

Affiant, Lisa Walter, after being first duly sworn on her oath, deposes and states as follows:

1. This Affidavit is made upon the personal knowledge of Affiant. Affiant is the Director of the Patient Financial Services Department of Regional West Medical Center (“RWMC”), a licensed Nebraska hospital located in Scottsbluff, Scotts Bluff County, Nebraska.
2. On or about March 19, 2014, patient, Alejandro Paramo (“Paramo”) was brought to RWMC for medical treatment as a result of injuries he sustained while being apprehended and arrested for criminal activity by the Scottsbluff Police Department.
3. Upon information and belief, Paramo sustained injuries while being apprehended and arrested by the Scottsbluff Police Department.
4. RWMC, pursuant to the authority set forth in Neb. Rev. Stat. §§47-701, 47-702, 47-703, 47-704 and 47-705, hereby requests payment from the City of Scottsbluff for the medical services provided to Paramo during his stay at RWMC on March 19-March 21, 2014. The amount due to RWMC for services for account #3529584 is \$26,179.55.
5. RWMC is not aware or has not discovered any applicable health insurance coverage for Paramo’s billings nor is he eligible for Medicaid or Medicare coverage. Based on information supplied by Paramo to RWMC, he does not have funds or assets from which to pay the amount due RWMC. RWMC has received no payments from Paramo on the billings. At this point, RWMC is not aware of any resources or assets from which it can collect the amount due for medical services.

FURTHER AFFIANT SAITH NOT.



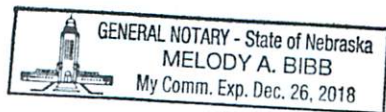
Lisa Walter

SUBSCRIBED AND SWORN TO before me this 20th day of March, 2015, by Lisa Walter, Manager, Patient Financial Services, Regional West Medical Center.



Notary Public

My Commission Expires:



11/13/15

300

11/13/15

City of Scottsbluff, Nebraska

Monday, April 6, 2015

Regular Meeting

Item Consent5

Council to approve bid specifications for the Sanitary Sewer and Siphon by Scottsbluff Drain, 27th Street and authorize the City Clerk to advertise for bids to be received by April 30, 2015 at 2:00 p.m.

Staff Contact: Mark Bohl, Public Works Director

Advertisement for Bids
City of Scottsbluff
Sanitary Sewer & Siphon By Scottsbluff Drain Near East 27th Street

Owner: City of Scottsbluff
Address: 2525 Circle Drive, Scottsbluff, NE 69361

Sealed Bids for the construction of Sanitary Sewer & Siphon By Scottsbluff Drain Near East 27th Street will be received by Cindy Dickinson, City Clerk at City Hall, 2525 Circle Drive, Scottsbluff, Nebraska until 02:00 P.M., (Local Time) April 30, 2015, and then at said office publicly opened and read aloud.

The Contract Documents may be examined at the following locations:

City of Scottsbluff
2525 Circle Drive
Scottsbluff, NE 69361

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

Copies of the Contract Documents may be obtained at the office of M.C. Schaff & Associates located at 818 South Beltline Highway East, Scottsbluff, NE 69361 upon payment of \$25.00 for each set, none of which will be refunded.

/s/ Cindy Dickinson
City Clerk

Publish three times:
4/10/15; 4/17/15; 4/24/15
One affidavit of publication requested



HUB-Zone certified firm

SPECIFICATIONS

Sanitary Sewer & Siphon By Scottsbluff Drain Near East 27th Street

**City of Scottsbluff
Scottsbluff, Nebraska**

PREPARED FOR
City of Scottsbluff
2525 Circle Drive
Scottsbluff, NE 69361

PREPARED BY
MC Schaff & Associates, Inc.
818 S Beltline Highway E
Scottsbluff, NE 69361
(308) 635-1926

PROJECT
RM150013-00

April, 2015



BID FORM FOR CONSTRUCTION CONTRACTS

Prepared by

ENGINEERS JOINT CONTRACT DOCUMENTS COMMITTEE

and

Issued and Published Jointly by



AMERICAN COUNCIL OF ENGINEERING COMPANIES

ASSOCIATED GENERAL CONTRACTORS OF AMERICA

AMERICAN SOCIETY OF CIVIL ENGINEERS

PROFESSIONAL ENGINEERS IN PRIVATE PRACTICE
A Practice Division of the
NATIONAL SOCIETY OF PROFESSIONAL ENGINEERS

Endorsed by



CONSTRUCTION SPECIFICATIONS INSTITUTE

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www.acec.org

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(800) 548-2723
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(703) 548-3118
www.agc.org

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BID FORM

Sanitary Sewer & Siphon By Scottsbluff Drain Near East 27th Street
Scottsbluff, Nebraska

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ARTICLE 1 – BID RECIPIENT

1.01 This Bid is submitted to:

City of Scottsbluff
2525 Circle Drive
Scottsbluff, NE 69361

1.02 The undersigned Bidder proposes and agrees, if this Bid is accepted, to enter into an Agreement with Owner in the form included in the Bidding Documents to perform all Work as specified or indicated in the Bidding Documents for the prices and within the times indicated in this Bid and in accordance with the other terms and conditions of the Bidding Documents.

ARTICLE 2 – BIDDER’S ACKNOWLEDGEMENTS

2.01 Bidder accepts all of the terms and conditions of the Instructions to Bidders, including without limitation those dealing with the disposition of Bid security. This Bid will remain subject to acceptance for 60 days after the Bid opening, or for such longer period of time that Bidder may agree to in writing upon request of Owner.

ARTICLE 3 – BIDDER’S REPRESENTATIONS

3.01 In submitting this Bid, Bidder represents that:

A. Bidder has examined and carefully studied the Bidding Documents, other related data identified in the Bidding Documents, and the following Addenda, receipt of which is hereby acknowledged:

<u>Addendum No.</u>	<u>Addendum Date</u>
_____	_____
_____	_____
_____	_____

B. Bidder has visited the Site and become familiar with and is satisfied as to the general, local, and Site conditions that may affect cost, progress, and performance of the Work.

C. Bidder is familiar with and is satisfied as to all Laws and Regulations that may affect cost, progress, and performance of the Work.

D. Bidder has carefully studied all: (1) reports of explorations and tests of subsurface conditions at or contiguous to the Site and all drawings of physical conditions relating to existing surface or subsurface structures at the Site (except Underground Facilities) that have been identified in SC-4.02 as containing reliable "technical data," and (2) reports and drawings of Hazardous Environmental Conditions, if any, at the Site that have been identified in SC-4.06 as containing reliable "technical data."

E. Bidder has considered the information known to Bidder; information commonly known to contractors doing business in the locality of the Site; information and observations obtained from visits to the Site; the Bidding Documents; and the Site-related reports and drawings

identified in the Bidding Documents, with respect to the effect of such information, observations, and documents on (1) the cost, progress, and performance of the Work; (2) the means, methods, techniques, sequences, and procedures of construction to be employed by Bidder, including applying the specific means, methods, techniques, sequences, and procedures of construction expressly required by the Bidding Documents; and (3) Bidder's safety precautions and programs.

- F. Based on the information and observations referred to in Paragraph 3.01.E above, Bidder does not consider that further examinations, investigations, explorations, tests, studies, or data are necessary for the determination of this Bid for performance of the Work at the price(s) bid and within the times required, and in accordance with the other terms and conditions of the Bidding Documents.
- G. Bidder is aware of the general nature of work to be performed by Owner and others at the Site that relates to the Work as indicated in the Bidding Documents.
- H. Bidder has given Engineer written notice of all conflicts, errors, ambiguities, or discrepancies that Bidder has discovered in the Bidding Documents, and the written resolution thereof by Engineer is acceptable to Bidder.
- 1. The Bidding Documents are generally sufficient to indicate and convey understanding of all terms and conditions for the performance of the Work for which this Bid is submitted.

ARTICLE 4 – BIDDER'S CERTIFICATION

4.01 Bidder certifies that:

- A. This Bid is genuine and not made in the interest of or on behalf of any undisclosed individual or entity and is not submitted in conformity with any collusive agreement or rules of any group, association, organization, or corporation;
- B. Bidder has not directly or indirectly induced or solicited any other Bidder to submit a false or sham Bid;
- C. Bidder has not solicited or induced any individual or entity to refrain from bidding; and
- D. Bidder has not engaged in corrupt, fraudulent, collusive, or coercive practices in competing for the Contract. For the purposes of this Paragraph 4.01.D:
 - 1. "corrupt practice" means the offering, giving, receiving, or soliciting of anything of value likely to influence the action of a public official in the bidding process;
 - 2. "fraudulent practice" means an intentional misrepresentation of facts made (a) to influence the bidding process to the detriment of Owner, (b) to establish bid prices at artificial non-competitive levels, or (c) to deprive Owner of the benefits of free and open competition;

3. "collusive practice" means a scheme or arrangement between two or more Bidders, with or without the knowledge of Owner, a purpose of which is to establish bid prices at artificial, non-competitive levels; and
4. "coercive practice" means harming or threatening to harm, directly or indirectly, persons or their property to influence their participation in the bidding process or affect the execution of the Contract.

ARTICLE 5 – BASIS OF BID

Bidder will complete the Work in accordance with the Contract Documents for the following price(s):

<u>Item</u>	<u>Description</u>	<u>Estimated Quantity</u>	<u>Unit</u>	<u>Unit Price</u>	<u>Total Estimated Price</u>
1	Mobilization	1	LS	\$ _____	\$ _____
2	12" PVC Sewer Line	160	LF	\$ _____	\$ _____
3	6" PVC (C-900) Sewer Line	120	LF	\$ _____	\$ _____
4	6" Ductile Iron Pipe (DIP) Sewer Line	100	LF	\$ _____	\$ _____
5	Fittings	800	LBS	\$ _____	\$ _____
6	60" Siphon Manhole	2	EA	\$ _____	\$ _____
7	60" Standard Sewer Manhole	2	EA	\$ _____	\$ _____
8	Reconstruct Sewer Manhole	2	EA	\$ _____	\$ _____
9	Restore Vegetation	1,000	SF	\$ _____	\$ _____
10	Dewatering	100	LF	\$ _____	\$ _____
11	Remove Existing Manhole	1	EA	\$ _____	\$ _____
12	Abandon Existing Sewer	280	LF	\$ _____	\$ _____
TOTAL ITEMS 1-12					\$ _____

Unit Prices have been computed in accordance with Paragraph 11.03.B of the General Conditions.

Bidder acknowledges that estimated quantities are not guaranteed, and are solely for the purpose of comparison of Bids, and final payment for all unit price Bid items will be based on actual quantities, determined as provided in the Contract Documents.

ARTICLE 6 – TIME OF COMPLETION

- 6.01 Bidder agrees that the Work will be substantially complete and will be completed and ready for final payment in accordance with Paragraph 14.07 of the General Conditions on or before the dates or within the number of calendar days indicated in the Agreement.
- 6.02 Bidder accepts the provisions of the Agreement as to liquidated damages.

ARTICLE 7 – ATTACHMENTS TO THIS BID

- 7.01 The following documents are submitted with and made a condition of this Bid:
- A. Required Bid security in the form of a Bid Bond (EJCDC No. C-430) or Certified Check (circle type of security provided;
 - B. List of Project References;

ARTICLE 8 – DEFINED TERMS

- 8.01 The terms used in this Bid with initial capital letters have the meanings stated in the Instructions to Bidders, the General Conditions, and the Supplementary Conditions.

ARTICLE 9 – BID SUBMITTAL

9.01 This Bid is submitted by:

If Bidder is:

An Individual

Name (typed or printed): _____

By: _____
(Individual's signature)

Doing business as: _____

A Partnership

Partnership Name: _____

By: _____
(Signature of general partner -- attach evidence of authority to sign)

Name (typed or printed): _____

A Corporation

Corporation Name: _____ (SEAL)

State of Incorporation: _____
Type (General Business, Professional, Service, Limited Liability): _____

By: _____
(Signature -- attach evidence of authority to sign)

Name (typed or printed): _____

Title: _____
(CORPORATE SEAL)

Attest _____

Date of Qualification to do business in NEBRASKA is ___/___/___.

A Joint Venture

Name of Joint Venture: _____

First Joint Venturer Name: _____ (SEAL)

By: _____
(Signature of first joint venture partner -- attach evidence of authority to sign)

Name (typed or printed): _____

Title: _____

Second Joint Venturer Name: _____ (SEAL)

By: _____
(Signature of second joint venture partner -- attach evidence of authority to sign)

Name (typed or printed): _____

Title: _____

(Each joint venturer must sign. The manner of signing for each individual, partnership, and corporation that is a party to the joint venture should be in the manner indicated above.)

Bidder's Business Address _____

Phone No. _____ **Fax No.** _____

E-mail _____

SUBMITTED on _____, 20 ____.

State Contractor License No. _____ *[If applicable]*

simply smart solutions

www.mcschaff.com



SANITARY SEWER & SIPHON BY SCOTTSBLUFF DRAIN NEAR EAST 27TH STREET SCOTTSBLUFF, NEBRASKA

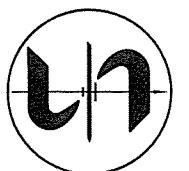


SHEET INDEX

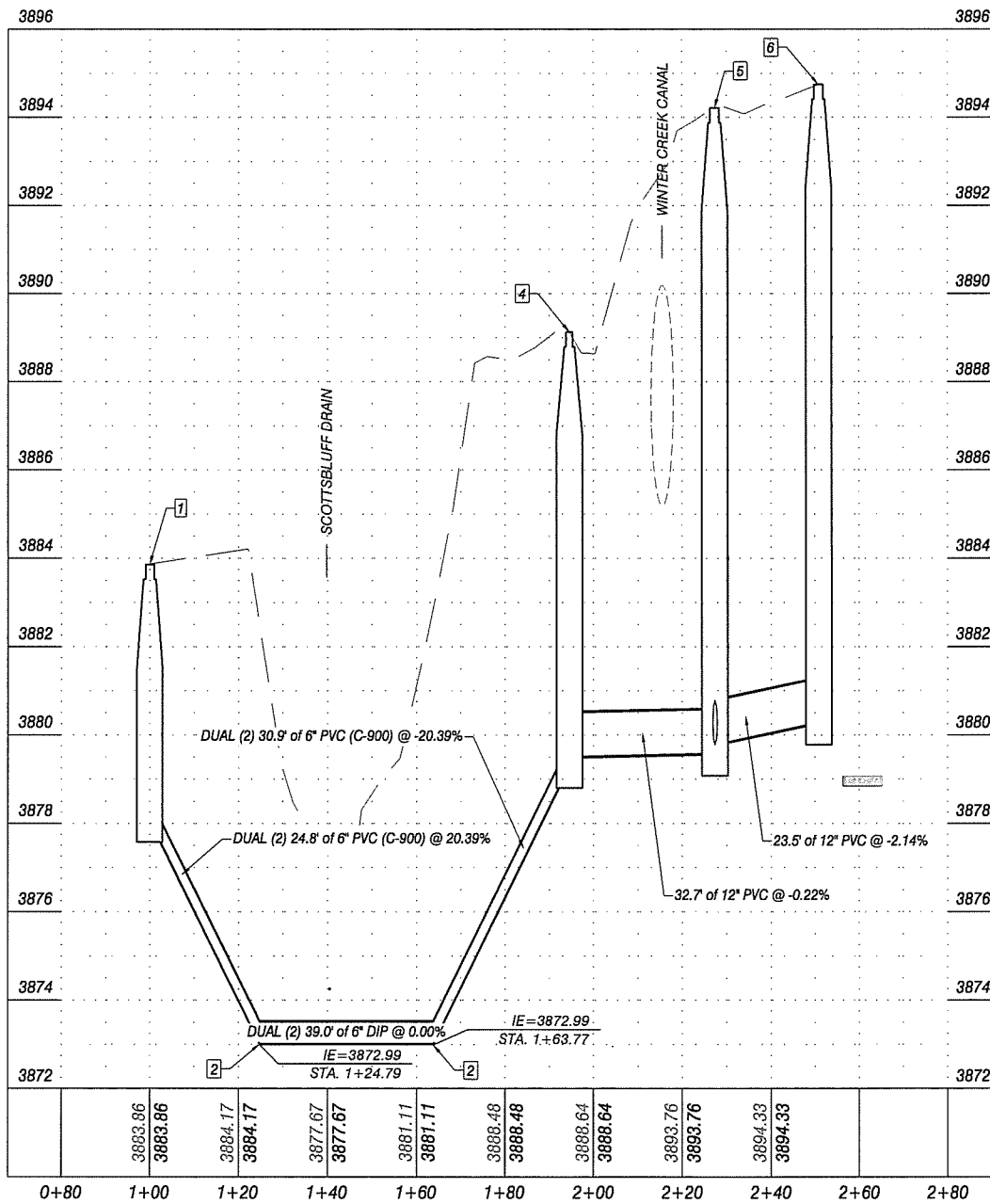
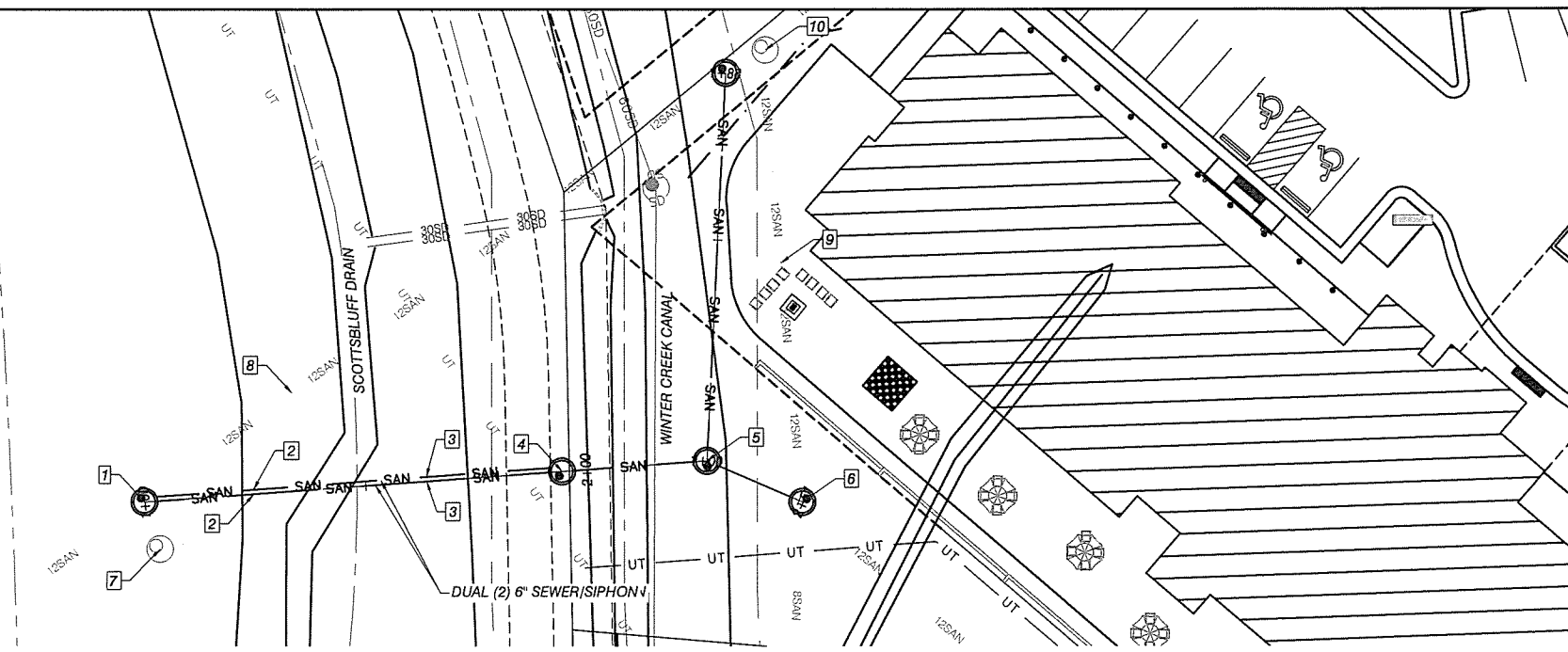
DRAWING	SHEET	DRAWING
G-1	1	COVER SHEET
LEG-1	2	LEGEND/SUMMARY OF QTYS.
I-1	3	INDEX SHEET
SS-1 - SS-2	4-5	PLAN & PROFILE SHEETS
D-1 - D-4	6-9	DETAIL SHEETS

M. C. SCHAFF AND ASSOCIATES, INC.
818 SOUTH BELTLINE HIGHWAY EAST
SCOTTSBLUFF, NEBRASKA 69361

ENGINEERS ♦ PLANNERS ♦ DESIGNERS ♦ LAND SURVEYORS
 PH: 308-635-1926 FAX: 308-635-7807 INTERNET: WWW.MCSCHAFF.COM

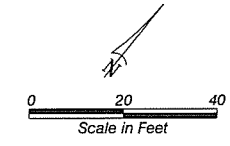


US HWY 26



SEWER CONSTRUCTION NOTES:

- 1 STA: 1+00.00
REMOVE & CONSTRUCT 60" OUTLET MANHOLE
N: 764664.02'
E: 646828.76'
RIM: 3883.86'
IE IN: 3878.17'
IE OUT: 3877.97'
D: 5.89'
- 2 STA: 1+24.80
INSTALL 11.25 DEG. BEND
N: 764681.07'
E: 646846.76'
IE: 3872.99'
- 3 STA: 1+63.77
INSTALL 11.25 DEG. BEND
N: 764707.85'
E: 646875.05'
IE: 3872.99'
- 4 STA: 1+94.16
CONSTRUCT STANDARD 60" INLET MANHOLE
N: 764729.08'
E: 646897.46'
RIM: 3889.13'
IE IN: 3879.51'
IE OUT: 3879.31'
D: 9.82'
- 5 STA: 2+27.36
CONSTRUCT STANDARD 60" MANHOLE
N: 764751.59'
E: 646921.22'
RIM: 3894.21'
IE IN: 3879.78'
IE OUT: 3879.58'
D: 14.63'
- 6 STA: 2+50.86
RECONSTRUCT INVERT AND MANHOLE
N: 764757.95'
E: 646943.85'
RIM: 3894.0'
IE IN: 3880.48'
IE OUT: 3880.28'
D: 13.72'
- 7 REMOVE EXIST. MANHOLE
- 8 ABANDON EXIST. SIPHON IN PLACE
- 9 ABANDON EXIST. SEWER IN PLACE
- 10 RECONSTRUCT INVERT AND RAISE MANHOLE
RIM=3893.59
IE=3880.27



M. C. SCHAFF & ASSOCIATES, INC.
818 SOUTH BELTLINE HIGHWAY EAST
SCOTTSBLUFF, NEBRASKA 69361

ENGINEERS ♦ PLANNERS ♦ DESIGNERS ♦ LAND SURVEYORS
 PH: 308-635-1926 FAX: 308-635-7807 INTERNET: WWW.MCSCHAFF.COM

PROJECT: SANITARY SEWER & SIPHON
BY SCOTTSBLUFF DRAIN
NEAR EAST 27TH STREET
PLAN & PROFILE
SIPHON & NORTH SEWER MAIN

CLIENT: CITY OF SCOTTSBLUFF

PROJECT NUMBER:
PM150013-00

PROJECT DATE:
03/09/15

PROJECT MGR:
C.L.N.

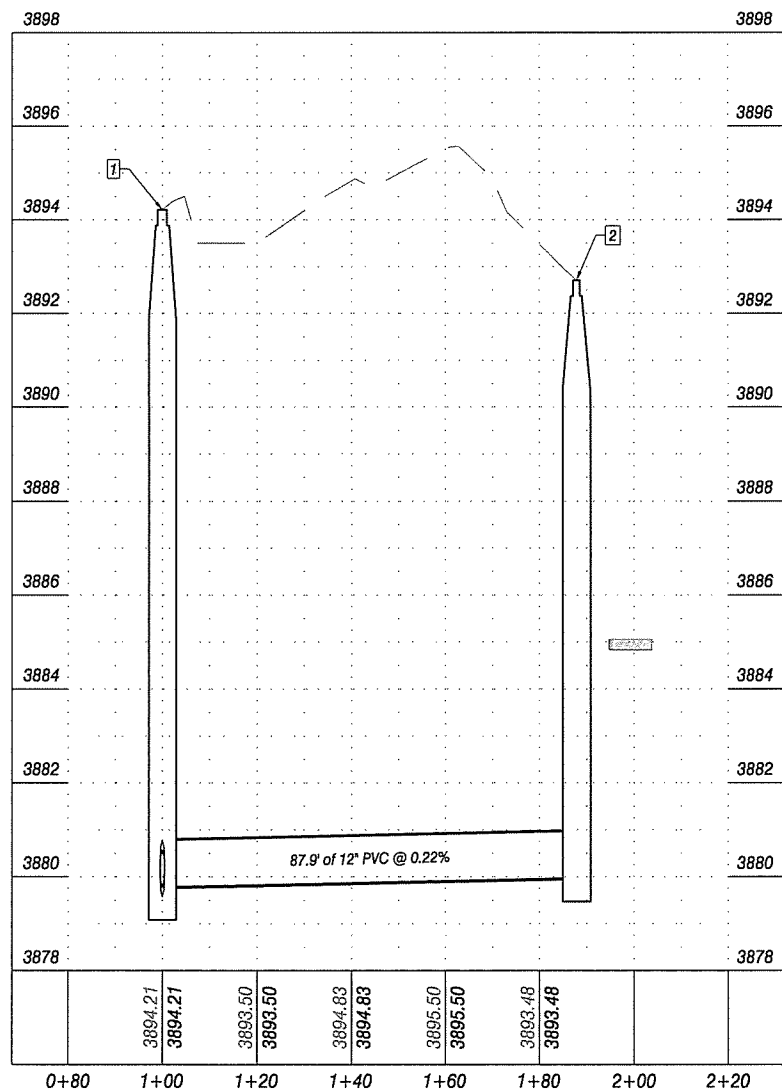
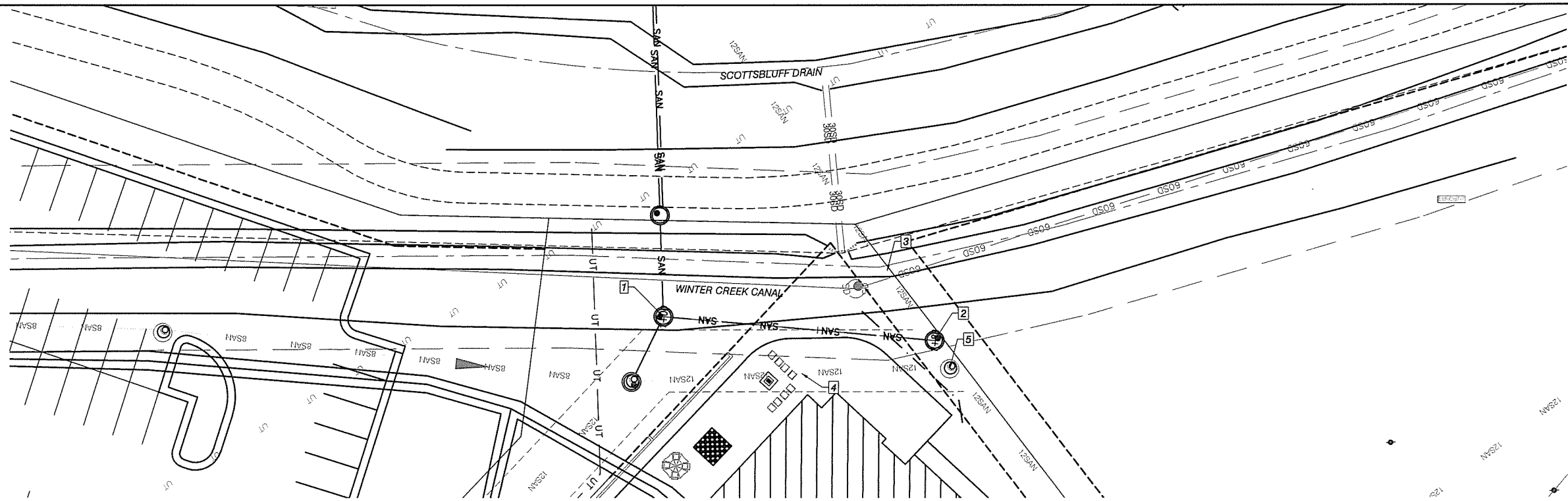
PROJECT TEAM:
C.L.N./M.M.O.

SEAL	
DATE	REVISION

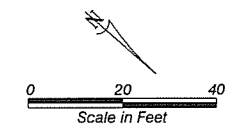
DATE	REVISION
------	----------

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 811 OR
 1-800-331-5666
 WWW.NE-DIGGERS.COM
 CALL 2 BUSINESS DAYS
 PRIOR TO ALL WORK

SHEET 4 OF 9
SS-1



- SEWER CONSTRUCTION NOTES:**
- 1 STA: 1+00.00
CONSTRUCT STANDARD 60" MANHOLE
N: 764751.59'
E: 646921.22'
RIM: 3894.21'
IE IN: 3879.78'
IE OUT: 3879.58'
D: 14.63'
 - 2 STA: 1+87.87
CONSTRUCT STANDARD 60" MANHOLE
N: 764822.30'
E: 646869.05'
RIM: 3892.71'
IE IN: 3880.17'
IE OUT: 3879.97'
D: 12.47'
 - 3 ABANDON EXIST. SIPHON IN PLACE
 - 4 ABANDON EXIST. SEWER IN PLACE
 - 5 RECONSTRUCT INVERT AND RAISE MANHOLE
RIM=3893.59
IE=3880.27



M. C. SCHAFF & ASSOCIATES, INC.
818 SOUTH BELTLINE HIGHWAY EAST
SCOTTSBLUFF, NEBRASKA 69361

ENGINEERS ♦ PLANNERS ♦ DESIGNERS ♦ LAND SURVEYORS
 PH: 308-635-1926 FAX: 308-635-7807 INTERNET: WWW.MCSCHAFF.COM

PROJECT: SANITARY SEWER & SIPHON
BY SCOTTSBLUFF DRAIN
NEAR EAST 27TH STREET
PLAN & PROFILE
IDLEWYLDE 15" SEWER MAIN

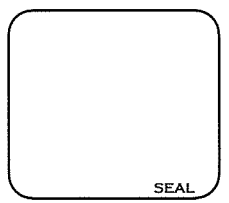
CLIENT: CITY OF SCOTTSBLUFF

PROJECT NUMBER:
PM150013-00

PROJECT DATE:
01/23/15

PROJECT MGR:
C.L.N.

PROJECT TEAM:
C.L.N./M.M.O.



DATE	REVISION

CALL BEFORE YOU DIG
 DIGGER'S HOTLINE
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 1-800-331-5666
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 CALL 2 BUSINESS DAYS
 PRIOR TO ALL WORK

SHEET 5 OF 9
SS-2

City of Scottsbluff, Nebraska

Monday, April 6, 2015

Regular Meeting

Item Consent6

Council to approve bid specifications for the Seal Coat Project and authorize the City Clerk to advertise for bids to be received by April 30, 2015 at 2:00 p.m.

Staff Contact: Mark Bohl, Public Works Director

Advertisement for Bids

2015 City of Scottsbluff Seal Coat Project

Owner: City of Scottsbluff, Nebraska

Address: 2525 Circle Drive, Scottsbluff, NE 69361

Sealed Bids for the 2015 Seal Coat Project for the City of Scottsbluff, will be received by Cindy Dickinson, City Clerk at City Hall, 2525 Circle Drive, Scottsbluff, Nebraska until 2:00 P.M., (Local Time) April 30th, 2015, and then at said office publicly opened and read aloud.

The Contract Documents may be examined at the following locations:

City of Scottsbluff
2525 Circle Drive
Scottsbluff, NE 69361

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

Copies of the Contract Documents may be obtained at the office of M.C. Schaff & Associates located at 818 South Beltline Highway East, Scottsbluff, NE 69361 upon payment of \$25.00 for each set, none of which will be refunded.

Publish: April 10, 2015
 April 17, 2015
 April 24, 2015



HUB-Zone certified firm

SPECIFICATIONS, PROPOSAL AND CONTRACT FOR

City of Scottsbluff 2015 Seal Coat Project Scottsbluff, Nebraska

PREPARED FOR

City of Scottsbluff
2525 Circle Drive
Scottsbluff, NE 69361
Mark Bohl – Street Superintendent

PREPARED BY

MC Schaff & Associates, Inc
818 S Beltline Highway E
Scottsbluff, NE 69361
(308) 635-1926

PROJECT

RM150072-00

April 2015



Advertisement for Bids

2015 City of Scottsbluff Seal Coat Project

Owner: City of Scottsbluff, Nebraska

Address: 2525 Circle Drive, Scottsbluff, NE 69361

Sealed Bids for the 2015 Seal Coat Project for the City of Scottsbluff, will be received by Cindy Dickinson, City Clerk at City Hall, 2525 Circle Drive, Scottsbluff, Nebraska until 2:00 P.M., (Local Time) April 30th, 2015, and then at said office publicly opened and read aloud.

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Publish: April 10, 2015
 April 17, 2015
 April 24, 2015

BID FORM FOR CONSTRUCTION CONTRACTS

Prepared by

ENGINEERS JOINT CONTRACT DOCUMENTS COMMITTEE

and

Issued and Published Jointly by



AMERICAN COUNCIL OF ENGINEERING COMPANIES

ASSOCIATED GENERAL CONTRACTORS OF AMERICA

AMERICAN SOCIETY OF CIVIL ENGINEERS

PROFESSIONAL ENGINEERS IN PRIVATE PRACTICE
A Practice Division of the
NATIONAL SOCIETY OF PROFESSIONAL ENGINEERS

Endorsed by



CONSTRUCTION SPECIFICATIONS INSTITUTE

EJCDC C-410 Bid Form for Construction Contracts
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(703) 684-2882
www.nspe.org

American Council of Engineering Companies
1015 15th Street N.W., Washington, DC 20005
(202) 347-7474
www.acec.org

American Society of Civil Engineers
1801 Alexander Bell Drive, Reston, VA 20191-4400
(800) 548-2723
www.asce.org

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2300 Wilson Boulevard, Suite 400, Arlington, VA 22201-3308
(703) 548-3118
www.agc.org

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BID FORM

2015 City of Scottsbluff Seal Coat Project

Scottsbluff, Nebraska

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Article 7 – Attachments to This Bid.....	3
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Article 9 – Bid Submittal.....	5

ARTICLE 1 – BID RECIPIENT

1.01 This Bid is submitted to:

City of Scottsbluff
2525 Circle Drive
Scottsbluff, NE 69341

1.02 The undersigned Bidder proposes and agrees, if this Bid is accepted, to enter into an Agreement with Owner in the form included in the Bidding Documents to perform all Work as specified or indicated in the Bidding Documents for the prices and within the times indicated in this Bid and in accordance with the other terms and conditions of the Bidding Documents.

ARTICLE 2 – BIDDER’S ACKNOWLEDGEMENTS

2.01 Bidder accepts all of the terms and conditions of the Instructions to Bidders, including without limitation those dealing with the disposition of Bid security. This Bid will remain subject to acceptance for 60 days after the Bid opening, or for such longer period of time that Bidder may agree to in writing upon request of Owner.

ARTICLE 3 – BIDDER’S REPRESENTATIONS

3.01 In submitting this Bid, Bidder represents that:

A. Bidder has examined and carefully studied the Bidding Documents, other related data identified in the Bidding Documents, and the following Addenda, receipt of which is hereby acknowledged:

<u>Addendum No.</u>	<u>Addendum Date</u>
_____	_____
_____	_____
_____	_____

B. Bidder has visited the Site and become familiar with and is satisfied as to the general, local, and Site conditions that may affect cost, progress, and performance of the Work.

C. Bidder is familiar with and is satisfied as to all Laws and Regulations that may affect cost, progress, and performance of the Work.

D. Bidder has carefully studied all: (1) reports of explorations and tests of subsurface conditions at or contiguous to the Site and all drawings of physical conditions relating to existing surface or subsurface structures at the Site (except Underground Facilities) that have been identified in SC-4.02 as containing reliable "technical data," and (2) reports and drawings of Hazardous Environmental Conditions, if any, at the Site that have been identified in SC-4.06 as containing reliable "technical data."

- E. Bidder has considered the information known to Bidder; information commonly known to contractors doing business in the locality of the Site; information and observations obtained from visits to the Site; the Bidding Documents; and the Site-related reports and drawings identified in the Bidding Documents, with respect to the effect of such information, observations, and documents on (1) the cost, progress, and performance of the Work; (2) the means, methods, techniques, sequences, and procedures of construction to be employed by Bidder, including applying the specific means, methods, techniques, sequences, and procedures of construction expressly required by the Bidding Documents; and (3) Bidder's safety precautions and programs.
 - F. Based on the information and observations referred to in Paragraph 3.01.E above, Bidder does not consider that further examinations, investigations, explorations, tests, studies, or data are necessary for the determination of this Bid for performance of the Work at the price(s) bid and within the times required, and in accordance with the other terms and conditions of the Bidding Documents.
 - G. Bidder is aware of the general nature of work to be performed by Owner and others at the Site that relates to the Work as indicated in the Bidding Documents.
 - H. Bidder has given Engineer written notice of all conflicts, errors, ambiguities, or discrepancies that Bidder has discovered in the Bidding Documents, and the written resolution thereof by Engineer is acceptable to Bidder.
1. The Bidding Documents are generally sufficient to indicate and convey understanding of all terms and conditions for the performance of the Work for which this Bid is submitted.

ARTICLE 4 – BIDDER'S CERTIFICATION

4.01 Bidder certifies that:

- A. This Bid is genuine and not made in the interest of or on behalf of any undisclosed individual or entity and is not submitted in conformity with any collusive agreement or rules of any group, association, organization, or corporation;
- B. Bidder has not directly or indirectly induced or solicited any other Bidder to submit a false or sham Bid;
- C. Bidder has not solicited or induced any individual or entity to refrain from bidding; and
- D. Bidder has not engaged in corrupt, fraudulent, collusive, or coercive practices in competing for the Contract. For the purposes of this Paragraph 4.01.D:
 1. "corrupt practice" means the offering, giving, receiving, or soliciting of any thing of value likely to influence the action of a public official in the bidding process;

2. "fraudulent practice" means an intentional misrepresentation of facts made (a) to influence the bidding process to the detriment of Owner, (b) to establish bid prices at artificial non-competitive levels, or (c) to deprive Owner of the benefits of free and open competition;
3. "collusive practice" means a scheme or arrangement between two or more Bidders, with or without the knowledge of Owner, a purpose of which is to establish bid prices at artificial, non-competitive levels; and
4. "coercive practice" means harming or threatening to harm, directly or indirectly, persons or their property to influence their participation in the bidding process or affect the execution of the Contract.

ARTICLE 5 – BASIS OF BID

Bidder will complete the Work in accordance with the Contract Documents for the following price(s):

City of Scottsbluff - 2015 Seal Coat Project

<u>Item</u>	<u>Description</u>	<u>Estimated Quantity</u>	<u>Unit</u>	<u>Unit Price</u>	<u>Total Estimated Price</u>
1	Mobilization	1	LS	\$ _____	\$ _____
2	Single Layer RC-800R Asphalt with Stone Chip Seal Coat	680,000	SY	\$ _____	\$ _____
Total Items 1 Thru 2					\$ _____

Proposed Starting Date _____

Unit Prices have been computed in accordance with Paragraph 11.03.B of the General Conditions.

Bidder acknowledges that estimated quantities are not guaranteed, and are solely for the purpose of comparison of Bids, and final payment for all unit price Bid items will be based on actual quantities, determined as provided in the Contract Documents.

ARTICLE 6 – TIME OF COMPLETION

6.01 Bidder agrees that the Work will be substantially complete and will be completed and ready for final payment in accordance with Paragraph 14.07 of the General Conditions on or before the dates or within the number of calendar days indicated in the Agreement.

6.02 Bidder accepts the provisions of the Agreement as to liquidated damages.

ARTICLE 7 – ATTACHMENTS TO THIS BID

7.01 The following documents are submitted with and made a condition of this Bid:

- A. Required Bid security in the form of a Bid Bond (EJCDC No. C-430) or Certified Check (circle type of security provided);
- B. List of Project References;

ARTICLE 8 – DEFINED TERMS

8.01 The terms used in this Bid with initial capital letters have the meanings stated in the Instructions to Bidders, the General Conditions, and the Supplementary Conditions.

ARTICLE 9 – BID SUBMITTAL

9.01 This Bid is submitted by:

If Bidder is:

An Individual

Name (typed or printed): _____

By: _____
(Individual's signature)

Doing business as: _____

A Partnership

Partnership Name: _____

By: _____
(Signature of general partner -- attach evidence of authority to sign)

Name (typed or printed): _____

A Corporation

Corporation Name: _____ (SEAL)

State of Incorporation: _____

Type (General Business, Professional, Service, Limited Liability): _____

By: _____
(Signature -- attach evidence of authority to sign)

Name (typed or printed): _____

Title: _____
(CORPORATE SEAL)

Attest _____

Date of Qualification to do business in NEBRASKA is ____/____/____.

A Joint Venture

Name of Joint Venture: _____

First Joint Venturer Name: _____ (SEAL)

By: _____
(Signature of first joint venture partner -- attach evidence of authority to sign)

Name (typed or printed): _____

Title: _____

Second Joint Venturer Name: _____ (SEAL)

By: _____
(Signature of second joint venture partner -- attach evidence of authority to sign)

Name (typed or printed): _____

Title: _____

(Each joint venturer must sign. The manner of signing for each individual, partnership, and corporation that is a party to the joint venture should be in the manner indicated above.)

Bidder's Business Address _____

Phone No. _____ **Fax No.** _____

E-mail _____

SUBMITTED on _____, 20____.

State Contractor License No. _____ *[If applicable]*

SPECIAL PROVISIONS

1. General

This project is needed to improve traffic flow and safety conditions for motorists utilizing city streets that incorporate residential and business areas in the City of Scottsbluff.

The maintenance of traffic in the project area, both through and local, is very important to the businesses in the project area as well as the City of Scottsbluff.

To satisfy the intent of the Owner to have this project completed by the accepted completion date, work shall be so scheduled to minimize inconvenience and disruption of access to residents during construction. Detours around all or part of the project area will be available with all maintenance of traffic and signage being the responsibility of the contractor.

CONSTRUCTION ON THE PROJECT SHALL BE COMPLETED BY SEPTEMBER 15, 2015. ONCE CONSTRUCTION HAS COMMENCED ALL WORK SHALL BE COMPLETED WITH OUT INTERUPPTION UNLESS APPROVED BY THE CITY. WORK SHALL BE BETWEEN THE HOURS OF 7A.M. TO 7P.M. MON-FRIDAY ONLY. HOWEVER, THE CITY MAY APPROVE WORK ON SATURDAYS UNDER CERTAIN CIRCUMSTANCES.

2. Successful Bidder's Submittal

The successful bidder after the award of contract will be required to submit in addition to the administrative forms and certifications, a detailed work schedule, traffic control schedule, and business access plan. The submitted plan must be reviewed and approved by the Owner. **A preconstruction meeting shall be held with the Contractor, Owner and Engineer prior to commencement of construction.**

3. Project Quantities

The quantities have been determined by field measurements and are an estimation only. The Owner has set a budget between \$1,800,000 and \$2,000,000 and reserves the right to adjust quantities to maximize the use of the predetermined budget. Streets may be added or subtracted at the discretion of the Owner.

4. Traffic Control

A. Traffic Control Signage in Construction Area

This work shall include the preparation of a traffic control plan for various phases of work. The plan is to be prepared by the contractor and submitted to the Engineer for review and acceptance. The plan must conform to the latest edition of the Manual on Uniform Traffic Control

Devices (MUTCD) and Section 422 of the 2007 edition of the NDOR Standard Specifications for Highway Construction.

This item shall include furnishing, maintaining, and removing the temporary control devices described in the contractor's accepted traffic control plan.

B. Detour Signs

This item shall include all work, materials, equipment, and labor and all incidental work necessary to furnish, install and maintain detour signs of the size, type, and lettering shown on the plans or specified in MUTCD and NDOR Standard Specifications for Highway Construction (2007).

Payment for this item shall be included in the Mobilization Pay Item. No additional payment will be made for Traffic Control.

5. Protection of Existing Utility Services

The Contractor shall protect all existing utility services and shall replace any damaged utility at his own expense. The Contractor will also be responsible for coordinating all utility relocation work with the appropriate utility company during the construction process.

6. Definition of Terms (Standard NDOR Specifications)

Department – City of Scottsbluff or Project Engineer

NDR Central Laboratory – Panhandle Geotechnical and Environmental

NDR Materials and Test Division – Panhandle Geotechnical and Environmental

City of Scottsbluff, Nebraska

Monday, April 6, 2015

Regular Meeting

Item Consent7

Council to set a public hearing for April 20, 2015 at 6:05 p.m. to consider the report of the Economic Development Program Citizen's Advisory Committee.

Staff Contact: Rick Kuckkahn, City Manager

City of Scottsbluff, Nebraska

Monday, April 6, 2015

Regular Meeting

Item Consent8

Council to set a public hearing for April 20, 2015 at 6:05 p.m. to consider the rezone of Lots 1 & 2, Block 1, City Central Subd. a replat of Block 3, Farmland Industries Subd. & Tax Lots 17 & 45 and pt of Tax Lots 18 & 44, from M-1 to C-3, No. of 8th St. between Broadway & Ave. B.

Staff Contact: Annie Urdiales, Planning Administrator

City of Scottsbluff, Nebraska

Monday, April 6, 2015

Regular Meeting

Item Consent9

Council to set a public hearing for April 20, 2015 at 6:05 p.m. to consider the rezone of Lots 1 & 2, Block 9 Five Oaks Subd., and unplatted lands, from A- Agricultural to C-2 Neighborhood & Retail Commercial, parcels are situated south of 42nd & East of Ave. I.

Staff Contact: Annie Urdiales, Planning Administrator

City of Scottsbluff, Nebraska

Monday, April 6, 2015

Regular Meeting

Item Consent10

Council to set a public hearing for April 20, 2015 at 6:05 p.m. to consider the Annexation of Five Oaks Subdivision of approximately 32.67 ± acres situated in the NW corner of Section 14, T22N, R55W 6th P.M. Scotts Bluff County. These lands are located south of 42nd Street, north of Scottsbluff

Staff Contact: Annie Urdiales, Planning Administrator

City of Scottsbluff, Nebraska
Monday, April 6, 2015
Regular Meeting

Item Claims1

Regular claims

Staff Contact: Renae Griffiths, Finance Director



Expense Approval Report

By Vendor Name

Post Dates 3/17/2015 - 4/6/2015

Description (Payable)	Account Name	(None)	(None)	(None)	Amount
Vendor: 00743 - 3M CENTER-TRAFFIC CONTROL					
Fund: 212 - TRANSPORTATION					
SUPP - PAVE. MARKING TAPE	DEPARTMENT SUPPLIES				10,570.20
				Fund 212 - TRANSPORTATION Total:	10,570.20
				Vendor 00743 - 3M CENTER-TRAFFIC CONTROL Total:	10,570.20
Vendor: 01184 - ACCURACY INC					
Fund: 111 - GENERAL					
FIREARMS SUPPL	FIREARMS SUPPLIES				1,854.00
FIREARMS SUPPL	FIREARMS SUPPLIES				298.00
				Fund 111 - GENERAL Total:	2,152.00
				Vendor 01184 - ACCURACY INC Total:	2,152.00
Vendor: 00393 - ACTION COMMUNICATIONS INC.					
Fund: 621 - ENVIRONMENTAL SERVICES					
SUPPLIES	DEPARTMENT SUPPLIES				27.50
				Fund 621 - ENVIRONMENTAL SERVICES Total:	27.50
Fund: 631 - WASTEWATER					
SUPPLIES	DEPARTMENT SUPPLIES				27.50
				Fund 631 - WASTEWATER Total:	27.50
				Vendor 00393 - ACTION COMMUNICATIONS INC. Total:	55.00
Vendor: 05575 - ADVERTISING SPECIALTIES LLC					
Fund: 111 - GENERAL					
36 pe shorts	UNIFORMS & CLOTHING				631.80
				Fund 111 - GENERAL Total:	631.80
				Vendor 05575 - ADVERTISING SPECIALTIES LLC Total:	631.80
Vendor: 09021 - AIRGAS USA, LLC					
Fund: 621 - ENVIRONMENTAL SERVICES					
dept supplies	DEPARTMENT SUPPLIES				7.25
				Fund 621 - ENVIRONMENTAL SERVICES Total:	7.25
				Vendor 09021 - AIRGAS USA, LLC Total:	7.25
Vendor: 00310 - ALAMAR CORP					
Fund: 111 - GENERAL					
uniforms	UNIFORMS & CLOTHING				969.66
UNIFORMS	UNIFORMS & CLOTHING				288.94
UNIFORMS	UNIFORMS & CLOTHING				371.67
				Fund 111 - GENERAL Total:	1,630.27
Fund: 218 - PUBLIC SAFETY					
CIP-PO SUPPLIES	DEPARTMENT SUPPLIES				2,441.88
				Fund 218 - PUBLIC SAFETY Total:	2,441.88
				Vendor 00310 - ALAMAR CORP Total:	4,072.15
Vendor: 03711 - AMAZON.COM HEADQUARTERS					
Fund: 111 - GENERAL					
Bks/dvds	BOOKS				215.56
				Fund 111 - GENERAL Total:	215.56
Fund: 211 - REGIONAL LIBRARY					
Bks/dvds	AUDIOVISUAL SUPPLIES				385.90
				Fund 211 - REGIONAL LIBRARY Total:	385.90
				Vendor 03711 - AMAZON.COM HEADQUARTERS Total:	601.46

Expense Approval Report

Post Dates: 3/17/2015 - 4/6/2015

Description (Payable)	Account Name	(None)	(None)	(None)	Amount
Vendor: 00630 - AMERICAN NATIONAL RED CROSS & ITS CONSTIUENT CHAPTERS & BRANCHES					
Fund: 111 - GENERAL					
DEP SUP	DEPARTMENT SUPPLIES				927.27
				Fund 111 - GENERAL Total:	927.27
				Vendor 00630 - AMERICAN NATIONAL RED CROSS & ITS CONSTIUENT CHAPTERS & BRANCHES Total:	927.27
Vendor: 07990 - ANDREA FOLCK					
Fund: 111 - GENERAL					
DEPT BSNS TRVL	BUSINESS TRAVEL				41.29
				Fund 111 - GENERAL Total:	41.29
				Vendor 07990 - ANDREA FOLCK Total:	41.29
Vendor: 02618 - ANTHONY HARRIS					
Fund: 621 - ENVIRONMENTAL SERVICES					
Gasoline	GASOLINE				50.00
				Fund 621 - ENVIRONMENTAL SERVICES Total:	50.00
				Vendor 02618 - ANTHONY HARRIS Total:	50.00
Vendor: 04575 - AUTOZONE STORES, INC					
Fund: 111 - GENERAL					
vehicle part	VEHICLE MAINTENANCE				6.63
				Fund 111 - GENERAL Total:	6.63
				Vendor 04575 - AUTOZONE STORES, INC Total:	6.63
Vendor: 09494 - BACON & VINTON, LLC					
Fund: 224 - ECONOMIC DEVELOPMENT					
Contract	CONTRACTUAL SERVICES				326.49
				Fund 224 - ECONOMIC DEVELOPMENT Total:	326.49
				Vendor 09494 - BACON & VINTON, LLC Total:	326.49
Vendor: 00241 - BAKER & ASSOCIATES INC					
Fund: 641 - WATER					
CONTRACTUAL SVC	CONTRACTUAL SERVICES				1,603.53
				Fund 641 - WATER Total:	1,603.53
				Vendor 00241 - BAKER & ASSOCIATES INC Total:	1,603.53
Vendor: 08428 - BFT, LP					
Fund: 218 - PUBLIC SAFETY					
CIP-PO#2	DEPARTMENT SUPPLIES				156.29
				Fund 218 - PUBLIC SAFETY Total:	156.29
				Vendor 08428 - BFT, LP Total:	156.29
Vendor: 00405 - BLUFFS SANITARY SUPPLY INC.					
Fund: 111 - GENERAL					
Dept Supp	DEPARTMENT SUPPLIES				75.67
EMS gloves	DEPARTMENT SUPPLIES				79.50
JANIT SUPPL	JANITORIAL SUPPLIES				6.61
JANIT SUPPL	JANITORIAL SUPPLIES				6.60
Jan sup	JANITORIAL SUPPLIES				106.06
				Fund 111 - GENERAL Total:	274.44
Fund: 621 - ENVIRONMENTAL SERVICES					
dept supplies	DEPARTMENT SUPPLIES				23.69
dept supplies	DEPARTMENT SUPPLIES				54.67
				Fund 621 - ENVIRONMENTAL SERVICES Total:	78.36
				Vendor 00405 - BLUFFS SANITARY SUPPLY INC. Total:	352.80
Vendor: 00546 - BOHL, MARK					
Fund: 212 - TRANSPORTATION					
Bus Travel	BUSINESS TRAVEL				159.00
				Fund 212 - TRANSPORTATION Total:	159.00
				Vendor 00546 - BOHL, MARK Total:	159.00

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Description (Payable)	Account Name	(None)	(None)	(None)	Amount	
Vendor: 09167 - CAMP FAMILY ENTERPRISES,LLC						
Fund: 111 - GENERAL						
RECOGNITION DINNER	MISCELLANEOUS				1,392.30	
					Fund 111 - GENERAL Total:	1,392.30
					Vendor 09167 - CAMP FAMILY ENTERPRISES,LLC Total:	1,392.30
Vendor: 00055 - CARR TRUMBULL LBR INC.						
Fund: 641 - WATER						
DEPT SUP	DEPARTMENT SUPPLIES				21.39	
					Fund 641 - WATER Total:	21.39
					Vendor 00055 - CARR TRUMBULL LBR INC. Total:	21.39
Vendor: 07911 - CELLCO PARTNERSHIP						
Fund: 111 - GENERAL						
PHONE	TELEPHONE				482.48	
data modem	CELLULAR PHONE				25.02	
cell phones	CELLULAR PHONE				213.24	
					Fund 111 - GENERAL Total:	720.74
Fund: 212 - TRANSPORTATION						
CELL PHONE FOR ON CALL	TELEPHONE				16.53	
					Fund 212 - TRANSPORTATION Total:	16.53
					Vendor 07911 - CELLCO PARTNERSHIP Total:	737.27
Vendor: 02396 - CITIBANK N.A.						
Fund: 111 - GENERAL						
DEV SRV SUP	DEPARTMENT SUPPLIES				7.90	
					Fund 111 - GENERAL Total:	7.90
Fund: 621 - ENVIRONMENTAL SERVICES						
dept supplies	DEPARTMENT SUPPLIES				99.99	
					Fund 621 - ENVIRONMENTAL SERVICES Total:	99.99
Fund: 661 - STORMWATER						
STRM WTR SUP	DEPARTMENT SUPPLIES				52.45	
					Fund 661 - STORMWATER Total:	52.45
					Vendor 02396 - CITIBANK N.A. Total:	160.34
Vendor: 04330 - CITY OF GERING						
Fund: 224 - ECONOMIC DEVELOPMENT						
Econ Dev	CONTRACTUAL SERVICES				70.55	
					Fund 224 - ECONOMIC DEVELOPMENT Total:	70.55
					Vendor 04330 - CITY OF GERING Total:	70.55
Vendor: 00367 - CITY OF SCB						
Fund: 111 - GENERAL						
Petty Cash-Adm	RECRUITMENT				14.32	
					Fund 111 - GENERAL Total:	14.32
Fund: 631 - WASTEWATER						
Petty Cash-Adm	UNIFORMS & CLOTHING				86.39	
					Fund 631 - WASTEWATER Total:	86.39
Fund: 641 - WATER						
Petty Cash-Adm	DEPARTMENT SUPPLIES				61.34	
					Fund 641 - WATER Total:	61.34
					Vendor 00367 - CITY OF SCB Total:	162.05
Vendor: 01976 - CLARK PRINTING LLC						
Fund: 111 - GENERAL						
DEP SUP	DEPARTMENT SUPPLIES				320.54	
DEPT SUPPL	DEPARTMENT SUPPLIES				772.26	
					Fund 111 - GENERAL Total:	1,092.80
					Vendor 01976 - CLARK PRINTING LLC Total:	1,092.80

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Description (Payable)	Account Name	(None)	(None)	(None)	Amount
Vendor: 03010 - COLONIAL LIFE & ACCIDENT INSURANCE COMPANY					
Fund: 713 - CASH & INVESTMENT POOL					
Life & Dis Ins	LIFE INS EE PAYABLE				22.75
Life & Dis Ins	DIS INC INS EE PAYABLE				25.95
Fund 713 - CASH & INVESTMENT POOL Total:					48.70
Vendor 03010 - COLONIAL LIFE & ACCIDENT INSURANCE COMPANY Total:					48.70
Vendor: 00267 - CONTRACTORS MATERIALS INC.					
Fund: 111 - GENERAL					
DEP SUP	DEPARTMENT SUPPLIES				34.30
DEP SUP	DEPARTMENT SUPPLIES				23.52
Fund 111 - GENERAL Total:					57.82
Fund: 212 - TRANSPORTATION					
SUPP	DEPARTMENT SUPPLIES				396.87
SUPP	DEPARTMENT SUPPLIES				174.44
SUPP	DEPARTMENT SUPPLIES				70.56
SUPP	DEPARTMENT SUPPLIES				23.24
Fund 212 - TRANSPORTATION Total:					665.11
Vendor 00267 - CONTRACTORS MATERIALS INC. Total:					722.93
Vendor: 06564 - CREDIT MANAGEMENT SERVICES INC.					
Fund: 713 - CASH & INVESTMENT POOL					
Wage Attach	WAGE ATTACHMENT EE PAY				413.30
Fund 713 - CASH & INVESTMENT POOL Total:					413.30
Vendor 06564 - CREDIT MANAGEMENT SERVICES INC. Total:					413.30
Vendor: 00295 - CULLIGAN OF SCOTTSBLUFF					
Fund: 111 - GENERAL					
BLDG MAINT	BUILDING MAINTENANCE				8.10
BLDG MAINT	BUILDING MAINTENANCE				8.10
Dept Supp	DEPARTMENT SUPPLIES				32.40
BLDG MAINT	BUILDING MAINTENANCE				4.25
BLDG MAINT	BUILDING MAINTENANCE				4.25
Fund 111 - GENERAL Total:					57.10
Fund: 621 - ENVIRONMENTAL SERVICES					
dept supplies	DEPARTMENT SUPPLIES				76.00
Fund 621 - ENVIRONMENTAL SERVICES Total:					76.00
Vendor 00295 - CULLIGAN OF SCOTTSBLUFF Total:					133.10
Vendor: 07689 - CYNTHIA GREEN					
Fund: 111 - GENERAL					
supplies	DEPARTMENT SUPPLIES				40.49
Dept Supp	DEPARTMENT SUPPLIES				4.58
DEPT SUPPL	DEPARTMENT SUPPLIES				35.96
DEPT SUPPL	DEPARTMENT SUPPLIES				49.99
DEPT SUPPL	DEPARTMENT SUPPLIES				167.98
Fund 111 - GENERAL Total:					299.00
Vendor 07689 - CYNTHIA GREEN Total:					299.00
Vendor: 03321 - DALE'S TIRE & RETREADING, INC.					
Fund: 111 - GENERAL					
VEH MTC	VEHICLE MAINTENANCE				15.00
EQP MTC	EQUIPMENT MAINTENANCE				46.00
Fund 111 - GENERAL Total:					61.00
Fund: 621 - ENVIRONMENTAL SERVICES					
vehicle mtnc	VEHICLE MAINTENANCE				428.28
equip mtnc	EQUIPMENT MAINTENANCE				33.50
Fund 621 - ENVIRONMENTAL SERVICES Total:					461.78
Fund: 641 - WATER					
VEH MAINT	VEHICLE MAINTENANCE				15.00

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Description (Payable)	Account Name	(None)	(None)	(None)	Amount
VEH MAINT	VEHICLE MAINTENANCE				18.75
				Fund 641 - WATER Total:	33.75
				Vendor 03321 - DALE'S TIRE & RETREADING, INC. Total:	556.53
Vendor: 05335 - DAVID M GLENN JR.					
Fund: 111 - GENERAL					
EOD training meals - Glenn	SCHOOL & CONFERENCE				57.00
				Fund 111 - GENERAL Total:	57.00
				Vendor 05335 - DAVID M GLENN JR. Total:	57.00
Vendor: 09490 - DOUG MADER					
Fund: 111 - GENERAL					
reimb	SCHOOL & CONFERENCE				30.00
				Fund 111 - GENERAL Total:	30.00
				Vendor 09490 - DOUG MADER Total:	30.00
Vendor: 07421 - DUANE E. WOHLERS					
Fund: 621 - ENVIRONMENTAL SERVICES					
disposal fees	DISPOSAL FEES				800.00
disposal fees	DISPOSAL FEES				800.00
disposal fees	DISPOSAL FEES				800.00
				Fund 621 - ENVIRONMENTAL SERVICES Total:	2,400.00
				Vendor 07421 - DUANE E. WOHLERS Total:	2,400.00
Vendor: 01003 - ELLIOTT EQUIPMENT COMPANY INC.					
Fund: 621 - ENVIRONMENTAL SERVICES					
vehicle mtnc	VEHICLE MAINTENANCE				643.22
				Fund 621 - ENVIRONMENTAL SERVICES Total:	643.22
				Vendor 01003 - ELLIOTT EQUIPMENT COMPANY INC. Total:	643.22
Vendor: 05311 - ELXSI					
Fund: 631 - WASTEWATER					
CONTRACTUAL SVC	CONTRACTUAL SERVICES				1,800.00
				Fund 631 - WASTEWATER Total:	1,800.00
				Vendor 05311 - ELXSI Total:	1,800.00
Vendor: 04918 - ENVIRONMENTAL RESOURCE ASSOCIATES					
Fund: 631 - WASTEWATER					
CONTRACTUAL SVC	CONTRACTUAL SERVICES				957.55
				Fund 631 - WASTEWATER Total:	957.55
				Vendor 04918 - ENVIRONMENTAL RESOURCE ASSOCIATES Total:	957.55
Vendor: 08195 - ETS DEVELOPMENT GROUP, LLC					
Fund: 111 - GENERAL					
CONTRACTUAL	CONTRACTUAL SERVICES				4,550.00
				Fund 111 - GENERAL Total:	4,550.00
				Vendor 08195 - ETS DEVELOPMENT GROUP, LLC Total:	4,550.00
Vendor: 02460 - FASTENAL COMPANY					
Fund: 621 - ENVIRONMENTAL SERVICES					
vehicle mtnc	VEHICLE MAINTENANCE				5.70
dept supplies	DEPARTMENT SUPPLIES				27.06
dept supplies	DEPARTMENT SUPPLIES				34.13
dept supplies	DEPARTMENT SUPPLIES				31.16
vehicle mtnc	VEHICLE MAINTENANCE				143.55
				Fund 621 - ENVIRONMENTAL SERVICES Total:	241.60
				Vendor 02460 - FASTENAL COMPANY Total:	241.60
Vendor: 00548 - FEDERAL EXPRESS CORPORATION					
Fund: 111 - GENERAL					
SHIPPING	POSTAGE				12.83

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Description (Payable)	Account Name	(None)	(None)	(None)	Amount
SHIPPING	POSTAGE				110.33
				Fund 111 - GENERAL Total:	123.16
				Vendor 00548 - FEDERAL EXPRESS CORPORATION Total:	123.16
Vendor: 00794 - FLOYD'S TRUCK CENTER, INC					
Fund: 212 - TRANSPORTATION					
PARTS FOR D. TRUCK	VEHICLE MAINTENANCE				78.98
PARTS FOR D. TRUCK	VEHICLE MAINTENANCE				-4.54
PARTS FOR D. TRUCK	VEHICLE MAINTENANCE				-144.00
PARTS FOR D. TRUCK	VEHICLE MAINTENANCE				146.42
PARTS FOR D. TRUCK	VEHICLE MAINTENANCE				1,212.32
PARTS FOR D. TRUCK	VEHICLE MAINTENANCE				19.24
				Fund 212 - TRANSPORTATION Total:	1,308.42
Fund: 621 - ENVIRONMENTAL SERVICES					
vehicle mtnc	VEHICLE MAINTENANCE				87.73
vehicle mtnc	VEHICLE MAINTENANCE				303.08
vehicle mtnc	VEHICLE MAINTENANCE				98.83
vehicle mtnc	VEHICLE MAINTENANCE				27.60
vehicle mtnc	VEHICLE MAINTENANCE				26.28
				Fund 621 - ENVIRONMENTAL SERVICES Total:	543.52
				Vendor 00794 - FLOYD'S TRUCK CENTER, INC Total:	1,851.94
Vendor: 07904 - FREMONT MOTOR SCOTTSBLUFF, LLC					
Fund: 111 - GENERAL					
VEH MTC	VEHICLE MAINTENANCE				22.02
				Fund 111 - GENERAL Total:	22.02
				Vendor 07904 - FREMONT MOTOR SCOTTSBLUFF, LLC Total:	22.02
Vendor: 00887 - FYR-TEK INC					
Fund: 111 - GENERAL					
relief valve pump	VEHICLE MAINTENANCE				1,836.55
Air Compressor repairs	EQUIPMENT MAINTENANCE				886.33
repair kit	VEHICLE MAINTENANCE				186.27
dept. supplies	DEPARTMENT SUPPLIES				320.40
				Fund 111 - GENERAL Total:	3,229.55
				Vendor 00887 - FYR-TEK INC Total:	3,229.55
Vendor: 00016 - GARTON, LYNN					
Fund: 631 - WASTEWATER					
Schools/Conf	SCHOOL & CONFERENCE				138.00
				Fund 631 - WASTEWATER Total:	138.00
				Vendor 00016 - GARTON, LYNN Total:	138.00
Vendor: 00022 - GENERAL ELECTRIC CAPITAL CORPORATION					
Fund: 111 - GENERAL					
dept. supplies	DEPARTMENT SUPPLIES				1.97
dept. supplies	DEPARTMENT SUPPLIES				19.88
dept. supplies	DEPARTMENT SUPPLIES				7.96
DEP SUP	DEPARTMENT SUPPLIES				197.35
Dept Supp	DEPARTMENT SUPPLIES				57.48
Dept Supp	DEPARTMENT SUPPLIES				9.86
DEPT/INVEST/FIREARMS/SUPPL	DEPARTMENT SUPPLIES				12.94
DEPT/INVEST/FIREARMS/SUPPL	FIREARMS SUPPLIES				35.97
DEPT/INVEST/FIREARMS/SUPPL	INVESTIGATION SUPPLIES				27.88
BLD MTC	BUILDING MAINTENANCE				17.76
				Fund 111 - GENERAL Total:	389.05
Fund: 223 - KENO					
child car seat	DEPARTMENT SUPPLIES				44.98
3 car seats	DEPARTMENT SUPPLIES				134.94
				Fund 223 - KENO Total:	179.92

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Description (Payable)	Account Name	(None)	(None)	(None)	Amount
Fund: 631 - WASTEWATER					
DEPT SUP	DEPARTMENT SUPPLIES				144.11
				Fund 631 - WASTEWATER Total:	144.11
Fund: 641 - WATER					
DEPT SUP	DEPARTMENT SUPPLIES				247.70
				Fund 641 - WATER Total:	247.70
				Vendor 00022 - GENERAL ELECTRIC CAPITAL CORPORATION Total:	960.78
Vendor: 00602 - GENERAL TRAFFIC CONTROLS, INC					
Fund: 212 - TRANSPORTATION					
REPAIR UNITRAK CARD FOR 5TH...	DEPARTMENT SUPPLIES				192.24
				Fund 212 - TRANSPORTATION Total:	192.24
				Vendor 00602 - GENERAL TRAFFIC CONTROLS, INC Total:	192.24
Vendor: 06671 - H D SUPPLY WATERWORKS LTD					
Fund: 641 - WATER					
DEPT SUP	DEPARTMENT SUPPLIES				3,692.50
DEPT SUP	DEPARTMENT SUPPLIES				6,211.84
DEPT SUP	DEPARTMENT SUPPLIES				736.27
METERS	SAMPLES				2,924.46
				Fund 641 - WATER Total:	13,565.07
				Vendor 06671 - H D SUPPLY WATERWORKS LTD Total:	13,565.07
Vendor: 00861 - HEILBRUN'S INC.					
Fund: 111 - GENERAL					
EQP MTC	EQUIPMENT MAINTENANCE				12.80
EQP MTC	EQUIPMENT MAINTENANCE				13.06
				Fund 111 - GENERAL Total:	25.86
Fund: 212 - TRANSPORTATION					
PARTS - FILTERS	VEHICLE MAINTENANCE				66.78
SUPP	DEPARTMENT SUPPLIES				88.35
SUPP	DEPARTMENT SUPPLIES				72.33
GEAR OIL FOR D. TRUCK	OIL & ANTIFREEZE				239.12
PARTS	VEHICLE MAINTENANCE				21.96
GEAR OIL FOR D. TRUCK	OIL & ANTIFREEZE				239.12
PARTS - RELAY	VEHICLE MAINTENANCE				35.61
FILTERS FOR SWEEPER	EQUIPMENT MAINTENANCE				16.80
SUPP	DEPARTMENT SUPPLIES				8.01
PARTS - FILTERS	EQUIPMENT MAINTENANCE				68.90
PARTS - SCREWPIINS	VEHICLE MAINTENANCE				25.98
				Fund 212 - TRANSPORTATION Total:	882.96
Fund: 213 - CEMETERY					
DEP SUP	DEPARTMENT SUPPLIES				6.83
				Fund 213 - CEMETERY Total:	6.83
Fund: 631 - WASTEWATER					
DEPT SUP	DEPARTMENT SUPPLIES				11.54
EQUIP MAINT	EQUIPMENT MAINTENANCE				222.54
				Fund 631 - WASTEWATER Total:	234.08
Fund: 641 - WATER					
VEH MAINT	VEHICLE MAINTENANCE				228.21
VEH MAINT	VEHICLE MAINTENANCE				28.77
				Fund 641 - WATER Total:	256.98
				Vendor 00861 - HEILBRUN'S INC. Total:	1,406.71
Vendor: 08927 - HENWIL CORPORATION					
Fund: 631 - WASTEWATER					
CHEMICALS	CHEMICALS				5,198.00
				Fund 631 - WASTEWATER Total:	5,198.00
				Vendor 08927 - HENWIL CORPORATION Total:	5,198.00

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Description (Payable)	Account Name	(None)	(None)	(None)	Amount
Vendor: 09491 - HOLIDAY INN EXPRESS LINCOLN AIRPORT					
Fund: 111 - GENERAL					
SCHOOLS & CONF	SCHOOL & CONFERENCE				83.00
					Fund 111 - GENERAL Total:
					83.00
					Vendor 09491 - HOLIDAY INN EXPRESS LINCOLN AIRPORT Total:
					83.00
Vendor: 08332 - HOME TEAM REALTY, INC					
Fund: 111 - GENERAL					
Services	CONTINGENCY				2,500.00
					Fund 111 - GENERAL Total:
					2,500.00
					Vendor 08332 - HOME TEAM REALTY, INC Total:
					2,500.00
Vendor: 00166 - ICMA RETIREMENT TRUST-457					
Fund: 713 - CASH & INVESTMENT POOL					
Def Comp	DEFERRED COMP EE PAY				1,325.14
					Fund 713 - CASH & INVESTMENT POOL Total:
					1,325.14
					Vendor 00166 - ICMA RETIREMENT TRUST-457 Total:
					1,325.14
Vendor: 00525 - IDEAL LAUNDRY AND CLEANERS, INC.					
Fund: 111 - GENERAL					
DEP SUP	DEPARTMENT SUPPLIES				32.24
JAN SUP	JANITORIAL SUPPLIES				56.88
JAN SUP	JANITORIAL SUPPLIES				28.44
Dept Supp	DEPARTMENT SUPPLIES				45.23
JAN SUP	JANITORIAL SUPPLIES				208.08
JAN SUP	JANITORIAL SUPPLIES				78.71
JAN SUP	JANITORIAL SUPPLIES				89.91
					Fund 111 - GENERAL Total:
					539.49
Fund: 212 - TRANSPORTATION					
SUPP	DEPARTMENT SUPPLIES				208.58
SUPP	DEPARTMENT SUPPLIES				167.21
SUPP	DEPARTMENT SUPPLIES				114.62
					Fund 212 - TRANSPORTATION Total:
					490.41
Fund: 213 - CEMETERY					
JAN SUP	JANITORIAL SUPPLIES				9.53
					Fund 213 - CEMETERY Total:
					9.53
Fund: 641 - WATER					
CONTRACTUAL SVC	CONTRACTUAL SERVICES				28.64
					Fund 641 - WATER Total:
					28.64
					Vendor 00525 - IDEAL LAUNDRY AND CLEANERS, INC. Total:
					1,068.07
Vendor: 00937 - INDEPENDENT PLUMBING AND HEATING, INC					
Fund: 111 - GENERAL					
GRD MTC	GROUNDS MAINTENANCE				0.43
GRD MTC	GROUNDS MAINTENANCE				763.80
GRD MTC	GROUNDS MAINTENANCE				12.41
GRD MTC	GROUNDS MAINTENANCE				6.87
GRD MTC	GROUNDS MAINTENANCE				53.00
					Fund 111 - GENERAL Total:
					836.51
					Vendor 00937 - INDEPENDENT PLUMBING AND HEATING, INC Total:
					836.51
Vendor: 00954 - INFO USA MARKETING					
Fund: 111 - GENERAL					
Dept Supp	DEPARTMENT SUPPLIES				355.00
					Fund 111 - GENERAL Total:
					355.00
Fund: 212 - TRANSPORTATION					
Dept Supp	DEPARTMENT SUPPLIES				355.00
					Fund 212 - TRANSPORTATION Total:
					355.00
					Vendor 00954 - INFO USA MARKETING Total:
					710.00

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Description (Payable)	Account Name	(None)	(None)	(None)	Amount
Vendor: 09291 - INGRAM LIBRARY SERVICES INC					
Fund: 111 - GENERAL					
Bks	BOOKS				98.08
Bks	BOOKS				75.74
					Fund 111 - GENERAL Total:
					173.82
Fund: 211 - REGIONAL LIBRARY					
Bks	BOOKS				1,423.08
Bks	BOOKS				21.16
Bks	BOOKS				67.77
					Fund 211 - REGIONAL LIBRARY Total:
					1,512.01
					Vendor 09291 - INGRAM LIBRARY SERVICES INC Total:
					1,685.83
Vendor: 00733 - INLAND TRUCK PARTS & SERVICE					
Fund: 111 - GENERAL					
Veh Maint	VEHICLE MAINTENANCE				2,176.80
					Fund 111 - GENERAL Total:
					2,176.80
Fund: 641 - WATER					
EQUIP MAINT	EQUIPMENT MAINTENANCE				953.15
					Fund 641 - WATER Total:
					953.15
					Vendor 00733 - INLAND TRUCK PARTS & SERVICE Total:
					3,129.95
Vendor: 08154 - INTERNAL REVENUE SERVICE					
Fund: 713 - CASH & INVESTMENT POOL					
W/H Tax	MEDICARE W/H EE PAYABLE				3,637.08
W/H Tax	FICA W/H EE PAYABLE				13,503.61
W/H Tax	FED W/H EE PAYABLE				25,010.53
W/H Tax	MEDICARE W/H ER PAYABLE				3,637.08
W/H Tax	FICA W/H ER PAYABLE				13,503.61
					Fund 713 - CASH & INVESTMENT POOL Total:
					59,291.91
					Vendor 08154 - INTERNAL REVENUE SERVICE Total:
					59,291.91
Vendor: 00587 - INTERNATIONAL PUBLIC MANAGEMENT ASSOCIATION-HR					
Fund: 111 - GENERAL					
POL.OFFICER EXAMS	RECRUITMENT				180.50
					Fund 111 - GENERAL Total:
					180.50
					Vendor 00587 - INTERNATIONAL PUBLIC MANAGEMENT ASSOCIATION-HR Total:
					180.50
Vendor: 05696 - INVENTIVE WIRELESS OF NE, LLC					
Fund: 111 - GENERAL					
DEP SUP	DEPARTMENT SUPPLIES				54.95
DEP SUP	DEPARTMENT SUPPLIES				8.00
					Fund 111 - GENERAL Total:
					62.95
					Vendor 05696 - INVENTIVE WIRELESS OF NE, LLC Total:
					62.95
Vendor: 06995 - JAMES COMBS					
Fund: 111 - GENERAL					
SCHOOLS & CONF	SCHOOL & CONFERENCE				60.00
					Fund 111 - GENERAL Total:
					60.00
					Vendor 06995 - JAMES COMBS Total:
					60.00
Vendor: 00805 - JAY C HAGERMAN					
Fund: 631 - WASTEWATER					
CONTRACTUAL SVC	CONTRACTUAL SERVICES				175.00
					Fund 631 - WASTEWATER Total:
					175.00
					Vendor 00805 - JAY C HAGERMAN Total:
					175.00
Vendor: 00268 - JIRDON AGRI CHEM.INC.					
Fund: 111 - GENERAL					
GRD MTC	GROUNDS MAINTENANCE				648.24
					Fund 111 - GENERAL Total:
					648.24

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Description (Payable)	Account Name	(None)	(None)	(None)	Amount
Fund: 621 - ENVIRONMENTAL SERVICES					
dept supplies	DEPARTMENT SUPPLIES				291.11
					291.11
Fund 621 - ENVIRONMENTAL SERVICES Total:					291.11
Vendor 00268 - JIRDON AGRI CHEM.INC. Total:					939.35
Vendor: 06131 - JOHN DEERE FINANCIAL					
Fund: 111 - GENERAL					
EQP MTC	EQUIPMENT MAINTENANCE				5.65
VEH MTC	VEHICLE MAINTENANCE				6.36
GRD MTC	GROUNDS MAINTENANCE				53.96
DEP SUP	DEPARTMENT SUPPLIES				89.98
					155.95
Fund 111 - GENERAL Total:					155.95
Fund: 212 - TRANSPORTATION					
SUPP	DEPARTMENT SUPPLIES				14.29
					14.29
Fund 212 - TRANSPORTATION Total:					14.29
Vendor 06131 - JOHN DEERE FINANCIAL Total:					170.24
Vendor: 08067 - JOHN DEERE FINANCIAL					
Fund: 111 - GENERAL					
VEH MTC	VEHICLE MAINTENANCE				3.99
DEP SUP	DEPARTMENT SUPPLIES				30.98
DEP SUP	DEPARTMENT SUPPLIES				45.98
EQP MTC	EQUIPMENT MAINTENANCE				18.36
JAN SRV	EQUIPMENT MAINTENANCE				49.95
GRD MTC	GROUNDS MAINTENANCE				71.62
DEP SUP	DEPARTMENT SUPPLIES				19.95
DEP SUP	DEPARTMENT SUPPLIES				3.98
VEH MTC	VEHICLE MAINTENANCE				156.25
DEP SUP	DEPARTMENT SUPPLIES				15.99
DEP SUP	DEPARTMENT SUPPLIES				15.99
					433.04
Fund 111 - GENERAL Total:					433.04
Vendor 08067 - JOHN DEERE FINANCIAL Total:					433.04
Vendor: 09474 - JOHN DEERE FINANCIAL					
Fund: 111 - GENERAL					
EQP MTC	EQUIPMENT MAINTENANCE				1,804.10
EQP MTC	EQUIPMENT MAINTENANCE				50.16
EQP MTC	EQUIPMENT MAINTENANCE				691.28
EQP MTC	EQUIPMENT MAINTENANCE				17.65
EQP MTC	EQUIPMENT MAINTENANCE				63.59
					2,626.78
Fund 111 - GENERAL Total:					2,626.78
Vendor 09474 - JOHN DEERE FINANCIAL Total:					2,626.78
Vendor: 06768 - JUAN PEREZ					
Fund: 621 - ENVIRONMENTAL SERVICES					
contractual services	CONTRACTUAL SERVICES				57.50
					57.50
Fund 621 - ENVIRONMENTAL SERVICES Total:					57.50
Vendor 06768 - JUAN PEREZ Total:					57.50
Vendor: 00778 - KAWASAKI KORNER					
Fund: 111 - GENERAL					
EQP MTC	EQUIPMENT MAINTENANCE				579.10
					579.10
Fund 111 - GENERAL Total:					579.10
Vendor 00778 - KAWASAKI KORNER Total:					579.10
Vendor: 01170 - KEMBEL SAND & GRAVEL COMPANY					
Fund: 213 - CEMETERY					
DEP SUP	DEPARTMENT SUPPLIES				108.05
					108.05
Fund 213 - CEMETERY Total:					108.05
Vendor 01170 - KEMBEL SAND & GRAVEL COMPANY Total:					108.05

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Description (Payable)	Account Name	(None)	(None)	(None)	Amount
Vendor: 04320 - KEVIN, PEGGY SEGELKE					
Fund: 621 - ENVIRONMENTAL SERVICES					
dept supplies	DEPARTMENT SUPPLIES				1,068.00
vehicle mtnc	VEHICLE MAINTENANCE				51.25
Fund 621 - ENVIRONMENTAL SERVICES Total:					1,119.25
Vendor 04320 - KEVIN, PEGGY SEGELKE Total:					1,119.25
Vendor: 00395 - KOIS BROTHERS EQUIPMENT CO INC					
Fund: 621 - ENVIRONMENTAL SERVICES					
dept supplies	DEPARTMENT SUPPLIES				2,695.00
Fund 621 - ENVIRONMENTAL SERVICES Total:					2,695.00
Vendor 00395 - KOIS BROTHERS EQUIPMENT CO INC Total:					2,695.00
Vendor: 00639 - KRIZ-DAVIS COMPANY					
Fund: 621 - ENVIRONMENTAL SERVICES					
dept supplies	DEPARTMENT SUPPLIES				103.55
Fund 621 - ENVIRONMENTAL SERVICES Total:					103.55
Fund: 631 - WASTEWATER					
EQUIP MAINT	EQUIPMENT MAINTENANCE				108.16
Fund 631 - WASTEWATER Total:					108.16
Vendor 00639 - KRIZ-DAVIS COMPANY Total:					211.71
Vendor: 08407 - LANDAUER, INC					
Fund: 111 - GENERAL					
EQUIP MAINT	EQUIPMENT MAINTENANCE				70.95
Fund 111 - GENERAL Total:					70.95
Vendor 08407 - LANDAUER, INC Total:					70.95
Vendor: 09493 - LAW ENFORCEMENT TARGETS					
Fund: 215 - SPECIAL PROJECTS					
FIREARMS RANGE SUPPL	FIREARMS RANGE SUPPLIES				588.40
Fund 215 - SPECIAL PROJECTS Total:					588.40
Vendor 09493 - LAW ENFORCEMENT TARGETS Total:					588.40
Vendor: 00360 - LCR INC					
Fund: 111 - GENERAL					
SUPPLIES POLICE OFFICER TEST...	RECRUITMENT				28.55
Fund 111 - GENERAL Total:					28.55
Vendor 00360 - LCR INC Total:					28.55
Vendor: 04892 - LEAGUE ASSOCIATION OF RISK MANAGEMENT					
Fund: 111 - GENERAL					
AUTO INSURANCE	VEHICLE INSURANCE				70.07
LIABILITY DEDUCTIBLE	LIABILITY INSURANCE				2,500.00
Fund 111 - GENERAL Total:					2,570.07
Fund: 212 - TRANSPORTATION					
PROPERTY INSURANCE	VEHICLE INSURANCE				475.26
Fund 212 - TRANSPORTATION Total:					475.26
Vendor 04892 - LEAGUE ASSOCIATION OF RISK MANAGEMENT Total:					3,045.33
Vendor: 00300 - LEAGUE OF NEBRASKA MUNICIPALITIES					
Fund: 111 - GENERAL					
CONFERENCE	SCHOOL & CONFERENCE				11.50
Fund 111 - GENERAL Total:					11.50
Vendor 00300 - LEAGUE OF NEBRASKA MUNICIPALITIES Total:					11.50
Vendor: 00242 - M.C. SCHAFF & ASSOCIATES, INC					
Fund: 111 - GENERAL					
DEPT CNTRCL SRVCS	CONTRACTUAL SERVICES				1,007.50
Fund 111 - GENERAL Total:					1,007.50

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Description (Payable)	Account Name	(None)	(None)	(None)	Amount
Fund: 218 - PUBLIC SAFETY					
CIP-PO#2	DEPARTMENT SUPPLIES				380.00
				Fund 218 - PUBLIC SAFETY Total:	380.00
Fund: 631 - WASTEWATER					
COMPOST FACILITY BLDG & SCA...ENGINEERING/DESIGN					1,038.00
				Fund 631 - WASTEWATER Total:	1,038.00
				Vendor 00242 - M.C. SCHAFF & ASSOCIATES, INC Total:	2,425.50
Vendor: 07838 - MAILFINANCE INC					
Fund: 111 - GENERAL					
Equip Lease	RENT-MACHINES				106.76
				Fund 111 - GENERAL Total:	106.76
				Vendor 07838 - MAILFINANCE INC Total:	106.76
Vendor: 08293 - MATTHEW BRODERICK					
Fund: 111 - GENERAL					
SCHOOLS & CONF	SCHOOL & CONFERENCE				57.00
				Fund 111 - GENERAL Total:	57.00
				Vendor 08293 - MATTHEW BRODERICK Total:	57.00
Vendor: 07628 - MENARDS, INC					
Fund: 111 - GENERAL					
DEP SUP	DEPARTMENT SUPPLIES				93.91
equipment part	EQUIPMENT MAINTENANCE				14.99
DEP SUP	DEPARTMENT SUPPLIES				77.41
BLD MTC	BUILDING MAINTENANCE				9.00
VEH MTC	VEHICLE MAINTENANCE				249.00
				Fund 111 - GENERAL Total:	444.31
Fund: 212 - TRANSPORTATION					
SUPP - BITS	DEPARTTMENT SUPPLIES				16.83
				Fund 212 - TRANSPORTATION Total:	16.83
Fund: 213 - CEMETERY					
DEP SUP	DEPARTMENT SUPPLIES				6.99
				Fund 213 - CEMETERY Total:	6.99
Fund: 215 - SPECIAL PROJECTS					
FIREARMS RANGE SUPPL	FIREARMS RANGE SUPPLIES				50.42
				Fund 215 - SPECIAL PROJECTS Total:	50.42
Fund: 621 - ENVIRONMENTAL SERVICES					
dept supplies	DEPARTMENT SUPPLIES				19.94
				Fund 621 - ENVIRONMENTAL SERVICES Total:	19.94
Fund: 631 - WASTEWATER					
DEPT SUP	DEPARTMENT SUPPLIES				4.95
DEPT SUP	DEPARTMENT SUPPLIES				16.94
				Fund 631 - WASTEWATER Total:	21.89
Fund: 641 - WATER					
DEPT SUP	DEPARTMENT SUPPLIES				19.65
DEPT SUP	DEPARTMENT SUPPLIES				49.82
				Fund 641 - WATER Total:	69.47
				Vendor 07628 - MENARDS, INC Total:	629.85
Vendor: 00705 - MIDLANDS NEWSPAPERS, INC					
Fund: 111 - GENERAL					
LEGAL PUB	LEGAL PUBLICATIONS				19.46
				Fund 111 - GENERAL Total:	19.46
Fund: 212 - TRANSPORTATION					
1 YEAR SUBSCRIPTION	PUBLICATIONS				145.60
				Fund 212 - TRANSPORTATION Total:	145.60
				Vendor 00705 - MIDLANDS NEWSPAPERS, INC Total:	165.06

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Description (Payable)	Account Name	(None)	(None)	(None)	Amount
Vendor: 07938 - MIDWEST CONNECT, LLC					
Fund: 111 - GENERAL					
Dept Supp	DEPARTMENT SUPPLIES				65.95
Dept Supp	DEPARTMENT SUPPLIES				26.00
					Fund 111 - GENERAL Total:
					91.95
					Vendor 07938 - MIDWEST CONNECT, LLC Total:
					91.95
Vendor: 00278 - MONUMENT CAR WASH INC					
Fund: 111 - GENERAL					
VEH MAINT	VEHICLE MAINTENANCE				86.17
					Fund 111 - GENERAL Total:
					86.17
Fund: 631 - WASTEWATER					
VEH MAINT	VEHICLE MAINTENANCE				19.07
					Fund 631 - WASTEWATER Total:
					19.07
Fund: 641 - WATER					
VEH MAINT	VEHICLE MAINTENANCE				14.71
					Fund 641 - WATER Total:
					14.71
					Vendor 00278 - MONUMENT CAR WASH INC Total:
					119.95
Vendor: 04791 - MUNICIPAL PIPE SERVICES, INC.					
Fund: 641 - WATER					
DEPT SUP	DEPARTMENT SUPPLIES				3,993.57
DEPT SUP	DEPARTMENT SUPPLIES				1,954.90
					Fund 641 - WATER Total:
					5,948.47
					Vendor 04791 - MUNICIPAL PIPE SERVICES, INC. Total:
					5,948.47
Vendor: 00490 - MUNICIPAL SUPPLY INC. OF NEBRASKA					
Fund: 641 - WATER					
DEPT SUP	DEPARTMENT SUPPLIES				1,370.84
DEPT SUP	DEPARTMENT SUPPLIES				2,443.92
DEPT SUP	DEPARTMENT SUPPLIES				87.72
					Fund 641 - WATER Total:
					3,902.48
					Vendor 00490 - MUNICIPAL SUPPLY INC. OF NEBRASKA Total:
					3,902.48
Vendor: 06554 - NAEM					
Fund: 111 - GENERAL					
MEMBERSHIP	MEMBERSHIPS				50.00
SCHOOLS & CONF	SCHOOL & CONFERENCE				85.00
					Fund 111 - GENERAL Total:
					135.00
					Vendor 06554 - NAEM Total:
					135.00
Vendor: 04082 - NE CHILD SUPPORT PAYMENT CENTER					
Fund: 713 - CASH & INVESTMENT POOL					
NE CHILD SUPPORT PYBLE	CHILD SUPPORT EE PAY				2,169.56
					Fund 713 - CASH & INVESTMENT POOL Total:
					2,169.56
					Vendor 04082 - NE CHILD SUPPORT PAYMENT CENTER Total:
					2,169.56
Vendor: 08083 - NE COLORADO CELLULAR, INC					
Fund: 631 - WASTEWATER					
CONTRACTUAL SVC	CONTRACTUAL SERVICES				18.10
					Fund 631 - WASTEWATER Total:
					18.10
Fund: 641 - WATER					
CONTRACTUAL SVC	CONTRACTUAL SERVICES				18.10
					Fund 641 - WATER Total:
					18.10
					Vendor 08083 - NE COLORADO CELLULAR, INC Total:
					36.20
Vendor: 00797 - NE DEPT OF REVENUE					
Fund: 111 - GENERAL					
Sales Tax	SALES TAX PAYABLE				96.19
					Fund 111 - GENERAL Total:
					96.19

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Description (Payable)	Account Name	(None)	(None)	(None)	Amount
Fund: 641 - WATER					
Sales Tax	SALES TAX PAYABLE				8,214.05
Sales Tax	SALES TAX PAYABLE				12,275.39
Fund 641 - WATER Total:					20,489.44
Fund: 661 - STORMWATER					
Sales Tax	SALES TAX PAYABLE				194.17
Fund 661 - STORMWATER Total:					194.17
Fund: 713 - CASH & INVESTMENT POOL					
Wage Attach	WAGE ATTACHMENT EE PAY				50.00
Fund 713 - CASH & INVESTMENT POOL Total:					50.00
Vendor 00797 - NE DEPT OF REVENUE Total:					20,829.80
Vendor: 00502 - NE LIBRARY ASSOC					
Fund: 111 - GENERAL					
Mem rnwls	MEMBERSHIPS				195.00
Fund 111 - GENERAL Total:					195.00
Vendor 00502 - NE LIBRARY ASSOC Total:					195.00
Vendor: 03397 - NEBRASKA FIRE CHIEFS' ASSOCIATION					
Fund: 111 - GENERAL					
NFPA Code Subscription	CONTRACTUAL SERVICES				450.00
Fund 111 - GENERAL Total:					450.00
Vendor 03397 - NEBRASKA FIRE CHIEFS' ASSOCIATION Total:					450.00
Vendor: 06352 - NEBRASKA HAZARDOUS MATERIALS ASSOC					
Fund: 111 - GENERAL					
NE Haz Mat Assc. dues	MEMBERSHIPS				150.00
Fund 111 - GENERAL Total:					150.00
Vendor 06352 - NEBRASKA HAZARDOUS MATERIALS ASSOC Total:					150.00
Vendor: 00578 - NEBRASKA PUBLIC POWER DISTRICT					
Fund: 631 - WASTEWATER					
Electric	ELECTRIC POWER				218.65
Electric	ELECTRIC POWER				14,073.99
Fund 631 - WASTEWATER Total:					14,292.64
Fund: 641 - WATER					
Electric	ELECTRIC POWER				6,007.35
Fund 641 - WATER Total:					6,007.35
Vendor 00578 - NEBRASKA PUBLIC POWER DISTRICT Total:					20,299.99
Vendor: 00316 - NELSON ELECTRIC MOTOR SERVICE, INC					
Fund: 631 - WASTEWATER					
EQUIP MAINT	EQUIPMENT MAINTENANCE				5,930.96
EQUIPMENT	EQUIPMENT				11,868.00
Fund 631 - WASTEWATER Total:					17,798.96
Vendor 00316 - NELSON ELECTRIC MOTOR SERVICE, INC Total:					17,798.96
Vendor: 00139 - NORTHWEST PIPE FITTINGS, INC. OF SCOTTSBLUFF					
Fund: 111 - GENERAL					
GRD MTC	GROUNDS MAINTENANCE				76.79
GRD MTC	GROUNDS MAINTENANCE				67.95
BLD MTC	BUILDING MAINTENANCE				14.82
BLD MTC	BUILDING MAINTENANCE				8.62
BLD MTC	BUILDING MAINTENANCE				8.54
BLD MTC	BUILDING MAINTENANCE				68.67
BLD MTC	BUILDING MAINTENANCE				5.78
BLD MTC	BUILDING MAINTENANCE				16.03
GRD MTC	GROUNDS MAINTENANCE				14.51
GRD MTC	GROUNDS MAINTENANCE				53.30
GRD MTC	GROUNDS MAINTENANCE				23.30
Fund 111 - GENERAL Total:					358.31

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Description (Payable)	Account Name	(None)	(None)	(None)	Amount
Fund: 212 - TRANSPORTATION					
SAFETY GLASSES	DEPARTMENT SUPPLIES				26.71
					26.71
Fund 212 - TRANSPORTATION Total:					26.71
Vendor 00139 - NORTHWEST PIPE FITTINGS, INC. OF SCOTTSBLUFF Total:					385.02
Vendor: 00117 - NWEA					
Fund: 631 - WASTEWATER					
SCHOOLS & CONF	SCHOOL & CONFERENCE				100.00
					100.00
Fund 631 - WASTEWATER Total:					100.00
Vendor 00117 - NWEA Total:					100.00
Vendor: 01757 - OCLC ONLINE COMPUTER LIBRARY CENTER, INC					
Fund: 111 - GENERAL					
Cont. svcs	CONTRACTUAL SERVICES				300.85
					300.85
Fund 111 - GENERAL Total:					300.85
Vendor 01757 - OCLC ONLINE COMPUTER LIBRARY CENTER, INC Total:					300.85
Vendor: 08840 - ONE CALL CONCEPTS, INC					
Fund: 212 - TRANSPORTATION					
Contract	CONTRACTUAL SERVICES				49.45
					49.45
Fund 212 - TRANSPORTATION Total:					49.45
Fund: 631 - WASTEWATER					
Contract	CONTRACTUAL SERVICES				49.45
					49.45
Fund 631 - WASTEWATER Total:					49.45
Fund: 641 - WATER					
Contract	CONTRACTUAL SERVICES				49.45
					49.45
Fund 641 - WATER Total:					49.45
Vendor 08840 - ONE CALL CONCEPTS, INC Total:					148.35
Vendor: 00285 - OREGON TRAIL PLUMBING, HEATING & COOLING INC					
Fund: 631 - WASTEWATER					
CONTRACTUAL SVC	CONTRACTUAL SERVICES				140.00
					140.00
Fund 631 - WASTEWATER Total:					140.00
Vendor 00285 - OREGON TRAIL PLUMBING, HEATING & COOLING INC Total:					140.00
Vendor: 00487 - PANHANDLE ENVIRONMENTAL SERVICES INC					
Fund: 641 - WATER					
SAMPLES	SAMPLES				72.00
SAMPLES	SAMPLES				72.00
SAMPLES	SAMPLES				72.00
					216.00
Fund 641 - WATER Total:					216.00
Vendor 00487 - PANHANDLE ENVIRONMENTAL SERVICES INC Total:					216.00
Vendor: 00017 - PANHANDLE HUMANE SOCIETY					
Fund: 111 - GENERAL					
Contract	CONTRACTUAL SERVICES				4,964.31
					4,964.31
Fund 111 - GENERAL Total:					4,964.31
Vendor 00017 - PANHANDLE HUMANE SOCIETY Total:					4,964.31
Vendor: 04494 - PAUL REED CONSTRUCTION & SUPPLY, INC					
Fund: 661 - STORMWATER					
STRM WTR SUP	DEPARTMENT SUPPLIES				348.60
					348.60
Fund 661 - STORMWATER Total:					348.60
Vendor 04494 - PAUL REED CONSTRUCTION & SUPPLY, INC Total:					348.60
Vendor: 08662 - PAUL REED					
Fund: 111 - GENERAL					
GRD MTC	GROUNDS MAINTENANCE				162.69
					162.69
Fund 111 - GENERAL Total:					162.69
Vendor 08662 - PAUL REED Total:					162.69

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Description (Payable)	Account Name	(None)	(None)	(None)	Amount
Vendor: 00029 - PELCO CORP					
Fund: 111 - GENERAL					
Dept Supp	MISCELLANEOUS				54.90
				Fund 111 - GENERAL Total:	54.90
				Vendor 00029 - PELCO CORP Total:	54.90
Vendor: 01276 - PLATTE VALLEY BANK					
Fund: 111 - GENERAL					
Contingency	CONTINGENCY				263,002.75
Contingency	CONTINGENCY				143,937.45
				Fund 111 - GENERAL Total:	406,940.20
Fund: 713 - CASH & INVESTMENT POOL					
HSA	HSA EE PAYABLE				12,173.98
HSA	HSA ER PAYABLE				1,225.00
				Fund 713 - CASH & INVESTMENT POOL Total:	13,398.98
				Vendor 01276 - PLATTE VALLEY BANK Total:	420,339.18
Vendor: 00272 - POSTMASTER					
Fund: 621 - ENVIRONMENTAL SERVICES					
Postage	POSTAGE				110.56
Postage	POSTAGE				95.68
Postage	POSTAGE				125.42
				Fund 621 - ENVIRONMENTAL SERVICES Total:	331.66
Fund: 631 - WASTEWATER					
Postage	POSTAGE				110.55
Postage	POSTAGE				95.68
Postage	POSTAGE				125.43
				Fund 631 - WASTEWATER Total:	331.66
Fund: 641 - WATER					
Postage	POSTAGE				110.55
Postage	POSTAGE				95.68
Postage	POSTAGE				125.43
				Fund 641 - WATER Total:	331.66
				Vendor 00272 - POSTMASTER Total:	994.98
Vendor: 00471 - PRO OVERHEAD DOOR					
Fund: 111 - GENERAL					
BLD MTC	BUILDING MAINTENANCE				100.00
				Fund 111 - GENERAL Total:	100.00
Fund: 621 - ENVIRONMENTAL SERVICES					
dept supplies	DEPARTMENT SUPPLIES				209.25
				Fund 621 - ENVIRONMENTAL SERVICES Total:	209.25
				Vendor 00471 - PRO OVERHEAD DOOR Total:	309.25
Vendor: 00703 - REGION I OFFICE OF HUMAN DEVELOPMENT					
Fund: 621 - ENVIRONMENTAL SERVICES					
contractual services	CONTRACTUAL SERVICES				825.00
				Fund 621 - ENVIRONMENTAL SERVICES Total:	825.00
				Vendor 00703 - REGION I OFFICE OF HUMAN DEVELOPMENT Total:	825.00
Vendor: 04089 - REGIONAL CARE INC					
Fund: 812 - HEALTH INSURANCE					
Medical Clms	CLAIMS EXPENSE				30,089.22
HEALTH INS.PREMIUM	PREMIUM EXPENSE				38,920.73
Medical claims	CLAIMS EXPENSE				16,779.32
Med Claims	CLAIMS EXPENSE				4,238.32
				Fund 812 - HEALTH INSURANCE Total:	90,027.59
				Vendor 04089 - REGIONAL CARE INC Total:	90,027.59

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Description (Payable)	Account Name	(None)	(None)	(None)	Amount
Vendor: 04257 - RIGHT BRAIN UNLIMITED					
Fund: 111 - GENERAL					
DEP SUP	DEPARTMENT SUPPLIES				586.84
				Fund 111 - GENERAL Total:	586.84
				Vendor 04257 - RIGHT BRAIN UNLIMITED Total:	586.84
Vendor: 08204 - RIVERSIDE ZOOLOGICAL FOUNDATION					
Fund: 111 - GENERAL					
Contract	CONTRACTUAL SERVICES				87,500.00
				Fund 111 - GENERAL Total:	87,500.00
				Vendor 08204 - RIVERSIDE ZOOLOGICAL FOUNDATION Total:	87,500.00
Vendor: 00366 - ROOSEVELT PUBLIC POWER DISTRICT					
Fund: 641 - WATER					
Electric	ELECTRIC POWER				1,897.07
				Fund 641 - WATER Total:	1,897.07
				Vendor 00366 - ROOSEVELT PUBLIC POWER DISTRICT Total:	1,897.07
Vendor: 09489 - RYAN R KUMM					
Fund: 111 - GENERAL					
EQP MTC	EQUIPMENT MAINTENANCE				150.00
				Fund 111 - GENERAL Total:	150.00
				Vendor 09489 - RYAN R KUMM Total:	150.00
Vendor: 00026 - S M E C					
Fund: 713 - CASH & INVESTMENT POOL					
Emp Dedctns	SMEC EE PAYABLE				238.00
				Fund 713 - CASH & INVESTMENT POOL Total:	238.00
				Vendor 00026 - S M E C Total:	238.00
Vendor: 00257 - SANDBERG IMPLEMENT, INC					
Fund: 111 - GENERAL					
EQP MTC	EQUIPMENT MAINTENANCE				32.98
				Fund 111 - GENERAL Total:	32.98
				Vendor 00257 - SANDBERG IMPLEMENT, INC Total:	32.98
Vendor: 00841 - SCB COUNTY					
Fund: 111 - GENERAL					
DEPT CNTRCL SRVCS	CONTRACTUAL SERVICES				78.00
				Fund 111 - GENERAL Total:	78.00
				Vendor 00841 - SCB COUNTY Total:	78.00
Vendor: 02531 - SCB FIREFIGHTERS UNION LOCAL 1454					
Fund: 713 - CASH & INVESTMENT POOL					
FIRE EE DUES	FIRE UNION DUES EE PAY				225.00
				Fund 713 - CASH & INVESTMENT POOL Total:	225.00
				Vendor 02531 - SCB FIREFIGHTERS UNION LOCAL 1454 Total:	225.00
Vendor: 09016 - SCOTT SHAVER					
Fund: 111 - GENERAL					
CONFERENCE EXPENSES	SCHOOL & CONFERENCE				246.18
				Fund 111 - GENERAL Total:	246.18
				Vendor 09016 - SCOTT SHAVER Total:	246.18
Vendor: 00852 - SCOTTS BLUFF COUNTY COURT					
Fund: 111 - GENERAL					
Legal Fees	LEGAL FEES				119.00
				Fund 111 - GENERAL Total:	119.00
				Vendor 00852 - SCOTTS BLUFF COUNTY COURT Total:	119.00

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Description (Payable)	Account Name	(None)	(None)	(None)	Amount
Vendor: 00273 - SCOTTSBLUFF POLICE OFFICERS ASSOCIATION					
Fund: 713 - CASH & INVESTMENT POOL					
POLICE EE DUES	POL UNION DUES EE PAY				624.00
				Fund 713 - CASH & INVESTMENT POOL Total:	624.00
				Vendor 00273 - SCOTTSBLUFF POLICE OFFICERS ASSOCIATION Total:	624.00
Vendor: 01271 - SCOTTSBLUFF SCREENPRINTING & EMBROIDERY, LLC					
Fund: 111 - GENERAL					
uniform shirts	UNIFORMS & CLOTHING				192.00
				Fund 111 - GENERAL Total:	192.00
Fund: 215 - SPECIAL PROJECTS					
Guards clothing	DEPARTMENT SUPPLIES				635.00
				Fund 215 - SPECIAL PROJECTS Total:	635.00
				Vendor 01271 - SCOTTSBLUFF SCREENPRINTING & EMBROIDERY, LLC Total:	827.00
Vendor: 00684 - SHERIFF'S OFFICE					
Fund: 111 - GENERAL					
Legal Fees	LEGAL FEES				260.28
				Fund 111 - GENERAL Total:	260.28
				Vendor 00684 - SHERIFF'S OFFICE Total:	260.28
Vendor: 00786 - SHERWIN WILLIAMS					
Fund: 212 - TRANSPORTATION					
STR. REP. SUPP - PAINT	STREET REPAIR SUPPLIES				23,251.50
				Fund 212 - TRANSPORTATION Total:	23,251.50
				Vendor 00786 - SHERWIN WILLIAMS Total:	23,251.50
Vendor: 01031 - SIMON CONTRACTORS					
Fund: 212 - TRANSPORTATION					
CONCRETE FOR PARKING LOT	STREET MAINTENANCE				981.00
CONCRETE FOR PARKING LOT	STREET MAINTENANCE				1,117.25
CONCRETE FOR PARKING LOT	STREET MAINTENANCE				654.00
CONCRETE FOR PARKING LOT	STREET MAINTENANCE				545.00
CONCRETE	STREET MAINTENANCE				599.50
concrete	STREET MAINTENANCE				817.50
CONCRETE	STREET MAINTENANCE				599.50
CONCRETE	STREET MAINTENANCE				708.50
CONCRETE	STREET MAINTENANCE				436.00
ROAD GRAVEL	STREET REPAIR SUPPLIES				380.80
CONCRETE	STREET MAINTENANCE				299.75
CONCRETE	STREET MAINTENANCE				354.25
CONCRETE	STREET MAINTENANCE				327.00
CONCRETE	STREET MAINTENANCE				354.25
CONCRETE	STREET MAINTENANCE				708.50
CONCRETE	STREET MAINTENANCE				735.75
CONCRETE	STREET MAINTENANCE				446.25
CONCRETE	STREET MAINTENANCE				367.50
ROAD GRAVEL	STREET REPAIR SUPPLIES				66.64
				Fund 212 - TRANSPORTATION Total:	10,498.94
				Vendor 01031 - SIMON CONTRACTORS Total:	10,498.94
Vendor: 00213 - SLAFTER OIL CO INC.					
Fund: 631 - WASTEWATER					
EQUIP MAINT	EQUIPMENT MAINTENANCE				88.25
EQUIP MAINT	EQUIPMENT MAINTENANCE				28.75
				Fund 631 - WASTEWATER Total:	117.00
				Vendor 00213 - SLAFTER OIL CO INC. Total:	117.00
Vendor: 00513 - SNELL SERVICES INC.					
Fund: 111 - GENERAL					
BLD MTC	BUILDING MAINTENANCE				251.55

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Description (Payable)	Account Name	(None)	(None)	(None)	Amount
ELC MTC	ELECTRICAL MAINTENANCE				5,005.99
				Fund 111 - GENERAL Total:	5,257.54
				Vendor 00513 - SNELL SERVICES INC. Total:	5,257.54
Vendor: 00269 - SOURCE GAS					
Fund: 111 - GENERAL					
Monthly Energy Fuel	HEATING FUEL				222.13
Monthly Energy Fuel	HEATING FUEL				230.83
Monthly Energy Fuel	HEATING FUEL				230.83
Monthly Energy Fuel	HEATING FUEL				88.22
Monthly Energy Fuel	HEATING FUEL				303.21
Monthly Energy Fuel	HEATING FUEL				459.43
Monthly Energy Fuel	HEATING FUEL				82.70
				Fund 111 - GENERAL Total:	1,617.35
Fund: 212 - TRANSPORTATION					
Monthly Energy Fuel	HEATING FUEL				1,759.67
				Fund 212 - TRANSPORTATION Total:	1,759.67
Fund: 621 - ENVIRONMENTAL SERVICES					
Monthly Energy Fuel	HEATING FUEL				725.75
				Fund 621 - ENVIRONMENTAL SERVICES Total:	725.75
Fund: 641 - WATER					
Monthly Energy Fuel	HEATING FUEL				150.34
				Fund 641 - WATER Total:	150.34
				Vendor 00269 - SOURCE GAS Total:	4,253.11
Vendor: 00054 - STATE HEALTH LAB					
Fund: 641 - WATER					
SAMPLES	SAMPLES				2,618.00
				Fund 641 - WATER Total:	2,618.00
				Vendor 00054 - STATE HEALTH LAB Total:	2,618.00
Vendor: 01235 - STATE OF NE.					
Fund: 111 - GENERAL					
CONTRACTUAL	CONTRACTUAL SERVICES				105.00
CONTRACTUAL	CONTRACTUAL SERVICES				105.00
CONTRACTUAL	CONTRACTUAL SERVICES				105.00
CONTRACTUAL	CONTRACTUAL SERVICES				105.00
CONTRACTUAL	CONTRACTUAL SERVICES				105.00
CONTRACTUAL	CONTRACTUAL SERVICES				105.00
				Fund 111 - GENERAL Total:	630.00
				Vendor 01235 - STATE OF NE. Total:	630.00
Vendor: 00404 - STATE OF NEBR					
Fund: 111 - GENERAL					
Monthly Long Distance	TELEPHONE				5.37
Monthly Long Distance	TELEPHONE				2.83
Monthly Long Distance	TELEPHONE				2.44
Monthly Long Distance	TELEPHONE				1.25
Monthly Long Distance	TELEPHONE				0.94
Monthly Long Distance	TELEPHONE				20.64
Monthly Long Distance	TELEPHONE				11.34
Monthly Long Distance	TELEPHONE				45.37
Monthly Long Distance	TELEPHONE				14.94
Monthly Long Distance	TELEPHONE				2.52
Monthly Long Distance	TELEPHONE				3.70
PHONES	TELEPHONE				4.36
				Fund 111 - GENERAL Total:	115.70
Fund: 212 - TRANSPORTATION					
Monthly Long Distance	TELEPHONE				6.24
				Fund 212 - TRANSPORTATION Total:	6.24

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Description (Payable)	Account Name	(None)	(None)	(None)	Amount	
Fund: 213 - CEMETERY						
Monthly Long Distance	TELEPHONE				1.73	
					Fund 213 - CEMETERY Total:	1.73
Fund: 621 - ENVIRONMENTAL SERVICES						
Monthly Long Distance	TELEPHONE				3.95	
					Fund 621 - ENVIRONMENTAL SERVICES Total:	3.95
Fund: 631 - WASTEWATER						
Monthly Long Distance	TELEPHONE				3.62	
					Fund 631 - WASTEWATER Total:	3.62
Fund: 641 - WATER						
Monthly Long Distance	TELEPHONE				2.74	
					Fund 641 - WATER Total:	2.74
Fund: 661 - STORMWATER						
Monthly Long Distance	TELEPHONE				3.07	
					Fund 661 - STORMWATER Total:	3.07
Fund: 721 - GIS SERVICES						
Monthly Long Distance	TELEPHONE				0.77	
					Fund 721 - GIS SERVICES Total:	0.77
					Vendor 00404 - STATE OF NEBR Total:	137.82
Vendor: 01013 - TEACHERS' CORNER						
Fund: 111 - GENERAL						
Dep sup	DEPARTMENT SUPPLIES				45.56	
					Fund 111 - GENERAL Total:	45.56
					Vendor 01013 - TEACHERS' CORNER Total:	45.56
Vendor: 00677 - TERRY D SCOTT						
Fund: 111 - GENERAL						
VEH MTC	VEHICLE MAINTENANCE				181.63	
VEH MTC	VEHICLE MAINTENANCE				118.69	
					Fund 111 - GENERAL Total:	300.32
					Vendor 00677 - TERRY D SCOTT Total:	300.32
Vendor: 01325 - THE PEAVEY CORP						
Fund: 111 - GENERAL						
INVEST SUPPL	INVESTIGATION SUPPLIES				209.40	
INVEST SUPPL	INVESTIGATION SUPPLIES				373.05	
					Fund 111 - GENERAL Total:	582.45
					Vendor 01325 - THE PEAVEY CORP Total:	582.45
Vendor: 00674 - THOMPSON PUBLISHING GROUP INC						
Fund: 111 - GENERAL						
SUBSCRIPTION	SUBSCRIPTIONS				536.99	
					Fund 111 - GENERAL Total:	536.99
					Vendor 00674 - THOMPSON PUBLISHING GROUP INC Total:	536.99
Vendor: 05393 - TODD, JAMES						
Fund: 111 - GENERAL						
SCHOOLS & CONF	SCHOOL & CONFERENCE				57.00	
					Fund 111 - GENERAL Total:	57.00
					Vendor 05393 - TODD, JAMES Total:	57.00
Vendor: 00063 - TOMMY'S JOHNNYS INC						
Fund: 111 - GENERAL						
CON SRV	CONTRACTUAL SERVICES				810.00	
CON SRV	CONTRACTUAL SERVICES				495.00	
					Fund 111 - GENERAL Total:	1,305.00
					Vendor 00063 - TOMMY'S JOHNNYS INC Total:	1,305.00

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Description (Payable)	Account Name	(None)	(None)	(None)	Amount	
Vendor: 07814 - TOTAL FUNDS BY HASLER						
Fund: 111 - GENERAL						
Pstge	POSTAGE				500.00	
					Fund 111 - GENERAL Total:	500.00
					Vendor 07814 - TOTAL FUNDS BY HASLER Total:	500.00
Vendor: 08002 - TOYOTA MOTOR CREDIT CORPORATION						
Fund: 111 - GENERAL						
HIDTA CAR LEASE	RENT-MACHINES				383.99	
					Fund 111 - GENERAL Total:	383.99
					Vendor 08002 - TOYOTA MOTOR CREDIT CORPORATION Total:	383.99
Vendor: 07537 - TRANS IOWA EQUIPMENT LLC						
Fund: 212 - TRANSPORTATION						
CAMERA BRKT ASSY FOR SWPR	EQUIPMENT MAINTENANCE				64.67	
BROOMS FOR SWEEPERS	EQUIPMENT MAINTENANCE				1,199.20	
					Fund 212 - TRANSPORTATION Total:	1,263.87
					Vendor 07537 - TRANS IOWA EQUIPMENT LLC Total:	1,263.87
Vendor: 08821 - TYLER TECHNOLOGIES, INC						
Fund: 621 - ENVIRONMENTAL SERVICES						
ONLINE MAINTENANCE FEE	CONTRACTUAL SERVICES				116.00	
					Fund 621 - ENVIRONMENTAL SERVICES Total:	116.00
Fund: 631 - WASTEWATER						
ONLINE MAINTENANCE FEE	CONTRACTUAL SERVICES				116.00	
					Fund 631 - WASTEWATER Total:	116.00
Fund: 641 - WATER						
ONLINE MAINTENANCE FEE	CONTRACTUAL SERVICES				116.00	
					Fund 641 - WATER Total:	116.00
					Vendor 08821 - TYLER TECHNOLOGIES, INC Total:	348.00
Vendor: 08828 - US BANK						
Fund: 111 - GENERAL						
GASOLINE	GASOLINE				41.42	
3 staff members NREMT cards- ...	DEPARTMENT SUPPLIES				45.00	
GASOLINE	GASOLINE				38.00	
GASOLINE	GASOLINE				35.26	
GASOLINE	GASOLINE				20.50	
GASOLINE	GASOLINE				34.37	
					Fund 111 - GENERAL Total:	214.55
Fund: 661 - STORMWATER						
STRM WTR SCHL CNRNCS	SCHOOL & CONFERENCE				20.00	
					Fund 661 - STORMWATER Total:	20.00
					Vendor 08828 - US BANK Total:	234.55
Vendor: 01544 - VAN PELT FENCING CO, INC						
Fund: 218 - PUBLIC SAFETY						
CIP-PO#2	DEPARTMENT SUPPLIES				15,974.50	
					Fund 218 - PUBLIC SAFETY Total:	15,974.50
					Vendor 01544 - VAN PELT FENCING CO, INC Total:	15,974.50
Vendor: 09448 - VERIZON WIRELESS-LERT B						
Fund: 111 - GENERAL						
CONSULTING	CONSULTING SERVICES				50.00	
CONSULTING	CONSULTING SERVICES				100.00	
					Fund 111 - GENERAL Total:	150.00
					Vendor 09448 - VERIZON WIRELESS-LERT B Total:	150.00
Vendor: 03674 - WELLS FARGO BANK, N.A.						
Fund: 713 - CASH & INVESTMENT POOL						
Retirement	REGULAR RETIRE EE PAY				7,140.31	
Retirement	RETIRE FIRE EE PAYABLE				2,621.65	

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Description (Payable)	Account Name	(None)	(None)	(None)	Amount
Retirement	RETIRE POLICE EE PAY				4,086.08
Retirement	REGULAR RETIRE ER PAY				6,773.69
Retirement	RETIRE-FIRE ER PAYABLE				4,279.31
Retirement	RETIRE-POLICE ER PAY				4,034.83
Fund 713 - CASH & INVESTMENT POOL Total:					28,935.87
Vendor 03674 - WELLS FARGO BANK, N.A. Total:					28,935.87
Vendor: 06089 - WESTERN COOPERATIVE COMPANY					
Fund: 621 - ENVIRONMENTAL SERVICES					
dept supplies	DEPARTMENT SUPPLIES				375.55
Fund 621 - ENVIRONMENTAL SERVICES Total:					375.55
Vendor 06089 - WESTERN COOPERATIVE COMPANY Total:					375.55
Vendor: 04430 - WESTERN TRAVEL TERMINAL, LLC					
Fund: 631 - WASTEWATER					
VEH MAINT	VEHICLE MAINTENANCE				9.00
VEH MAINT	VEHICLE MAINTENANCE				45.00
Fund 631 - WASTEWATER Total:					54.00
Vendor 04430 - WESTERN TRAVEL TERMINAL, LLC Total:					54.00
Vendor: 00824 - WHOLESAL MOTIVE SERVICE INC.					
Fund: 111 - GENERAL					
Dept Supp	DEPARTMENT SUPPLIES				18.87
Fund 111 - GENERAL Total:					18.87
Vendor 00824 - WHOLESAL MOTIVE SERVICE INC. Total:					18.87
Vendor: 03683 - WIN INVESTMENTS INC					
Fund: 641 - WATER					
SCHOOLS & CONF	DEPARTMENT SUPPLIES				308.28
Fund 641 - WATER Total:					308.28
Vendor 03683 - WIN INVESTMENTS INC Total:					308.28
Vendor: 01592 - WORLD BOOK INC					
Fund: 111 - GENERAL					
Bks	BOOKS				1,049.00
Fund 111 - GENERAL Total:					1,049.00
Vendor 01592 - WORLD BOOK INC Total:					1,049.00
Vendor: 07239 - WYOMING FIRST AID & SAFETY SUPPLY, LLC					
Fund: 212 - TRANSPORTATION					
FIRST AID KIT SUPP	DEPARTMENT SUPPLIES				80.91
Fund 212 - TRANSPORTATION Total:					80.91
Vendor 07239 - WYOMING FIRST AID & SAFETY SUPPLY, LLC Total:					80.91
Vendor: 08878 - YELLMAN, ABBIGAIL					
Fund: 111 - GENERAL					
Reimb	DEPARTMENT SUPPLIES				52.43
Fund 111 - GENERAL Total:					52.43
Vendor 08878 - YELLMAN, ABBIGAIL Total:					52.43
Vendor: 02057 - YOUNG MEN'S CHRISTIAN ASSOCIATION OF SCOTTSBLUFF, NE					
Fund: 111 - GENERAL					
fitness program for volunteers	VOLUNTEER FIREMAN				99.00
Fund 111 - GENERAL Total:					99.00
Vendor 02057 - YOUNG MEN'S CHRISTIAN ASSOCIATION OF SCOTTSBLUFF, NE Total:					99.00
Vendor: 03379 - ZM LUMBER INC					
Fund: 111 - GENERAL					
GRD MTC	GROUNDS MAINTENANCE				59.88

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Description (Payable)	Account Name	(None)	(None)	(None)	Amount
GRD MTC	GROUNDS MAINTENANCE				14.90
				Fund 111 - GENERAL Total:	74.78
				Vendor 03379 - ZM LUMBER INC Total:	74.78
				Grand Total:	935,791.30

Report Summary

Fund Summary

Fund	Expense Amount	Payment Amount
111 - GENERAL	549,977.54	407,036.39
211 - REGIONAL LIBRARY	1,897.91	0.00
212 - TRANSPORTATION	52,229.14	0.00
213 - CEMETERY	133.13	0.00
215 - SPECIAL PROJECTS	1,273.82	0.00
218 - PUBLIC SAFETY	18,952.67	0.00
223 - KENO	179.92	0.00
224 - ECONOMIC DEVELOPMENT	397.04	0.00
621 - ENVIRONMENTAL SERVICES	11,502.73	331.66
631 - WASTEWATER	42,969.18	331.66
641 - WATER	58,911.11	20,821.10
661 - STORMWATER	618.29	194.17
713 - CASH & INVESTMENT POOL	106,720.46	106,720.46
721 - GIS SERVICES	0.77	0.00
812 - HEALTH INSURANCE	90,027.59	51,106.86
Grand Total:	935,791.30	586,542.30

Account Summary

Account Number	Account Name	Expense Amount	Payment Amount
111-21311	SALES TAX PAYABLE	96.19	96.19
111-52111-111	DEPARTMENT SUPPLIES	317.17	0.00
111-52111-121	DEPARTMENT SUPPLIES	7.90	0.00
111-52111-141	DEPARTMENT SUPPLIES	515.20	0.00
111-52111-142	DEPARTMENT SUPPLIES	1,039.13	0.00
111-52111-151	DEPARTMENT SUPPLIES	452.99	0.00
111-52111-171	DEPARTMENT SUPPLIES	1,342.24	0.00
111-52111-172	DEPARTMENT SUPPLIES	1,255.81	0.00
111-52121-141	JANITORIAL SUPPLIES	6.61	0.00
111-52121-142	JANITORIAL SUPPLIES	6.60	0.00
111-52121-151	JANITORIAL SUPPLIES	106.06	0.00
111-52121-171	JANITORIAL SUPPLIES	462.02	0.00
111-52162-142	FIREARMS SUPPLIES	2,187.97	0.00
111-52163-142	INVESTIGATION SUPPLIES	610.33	0.00
111-52164-141	VOLUNTEER FIREMAN	99.00	0.00
111-52181-141	UNIFORMS & CLOTHING	1,793.46	0.00
111-52181-142	UNIFORMS & CLOTHING	660.61	0.00
111-52222-151	BOOKS	1,438.38	0.00
111-52225-112	SUBSCRIPTIONS	536.99	0.00
111-52311-141	MEMBERSHIPS	150.00	0.00
111-52311-143	MEMBERSHIPS	50.00	0.00
111-52311-151	MEMBERSHIPS	195.00	0.00
111-52411-142	POSTAGE	123.16	0.00
111-52411-151	POSTAGE	500.00	0.00
111-52511-142	GASOLINE	131.55	0.00
111-52511-143	GASOLINE	38.00	0.00
111-52999-112	MISCELLANEOUS	1,447.20	0.00
111-53111-121	CONTRACTUAL SERVICES	1,085.50	0.00
111-53111-141	CONTRACTUAL SERVICES	450.00	0.00
111-53111-142	CONTRACTUAL SERVICES	10,144.31	0.00
111-53111-151	CONTRACTUAL SERVICES	300.85	0.00
111-53111-171	CONTRACTUAL SERVICES	1,305.00	0.00
111-53111-172	CONTRACTUAL SERVICES	87,500.00	0.00
111-53121-142	CONSULTING SERVICES	150.00	0.00
111-53161-143	LEGAL PUBLICATIONS	19.46	0.00
111-53211-114	LEGAL FEES	379.28	0.00
111-53421-141	BUILDING MAINTENANCE	12.35	0.00
111-53421-142	BUILDING MAINTENANCE	12.35	0.00

Account Summary

Account Number	Account Name	Expense Amount	Payment Amount
111-53421-171	BUILDING MAINTENANCE	500.77	0.00
111-53431-171	ELECTRICAL MAINTENAN...	5,005.99	0.00
111-53441-141	EQUIPMENT MAINTENAN...	901.32	0.00
111-53441-142	EQUIPMENT MAINTENAN...	70.95	0.00
111-53441-171	EQUIPMENT MAINTENAN...	3,534.68	0.00
111-53451-141	VEHICLE MAINTENANCE	2,029.45	0.00
111-53451-142	VEHICLE MAINTENANCE	86.17	0.00
111-53451-171	VEHICLE MAINTENANCE	2,929.74	0.00
111-53471-171	GROUNDS MAINTENANCE	2,083.65	0.00
111-53521-111	HEATING FUEL	222.13	0.00
111-53521-141	HEATING FUEL	230.83	0.00
111-53521-142	HEATING FUEL	319.05	0.00
111-53521-151	HEATING FUEL	303.21	0.00
111-53521-171	HEATING FUEL	459.43	0.00
111-53521-172	HEATING FUEL	82.70	0.00
111-53561-111	TELEPHONE	5.37	0.00
111-53561-112	TELEPHONE	2.83	0.00
111-53561-114	TELEPHONE	2.44	0.00
111-53561-115	TELEPHONE	1.25	0.00
111-53561-116	TELEPHONE	0.94	0.00
111-53561-121	TELEPHONE	20.64	0.00
111-53561-141	TELEPHONE	11.34	0.00
111-53561-142	TELEPHONE	527.85	0.00
111-53561-143	TELEPHONE	4.36	0.00
111-53561-151	TELEPHONE	14.94	0.00
111-53561-171	TELEPHONE	2.52	0.00
111-53561-172	TELEPHONE	3.70	0.00
111-53571-141	CELLULAR PHONE	238.26	0.00
111-53631-111	RENT-MACHINES	106.76	0.00
111-53631-142	RENT-MACHINES	383.99	0.00
111-53711-113	SCHOOL & CONFERENCE	246.18	0.00
111-53711-114	SCHOOL & CONFERENCE	11.50	0.00
111-53711-141	SCHOOL & CONFERENCE	57.00	0.00
111-53711-142	SCHOOL & CONFERENCE	174.00	0.00
111-53711-143	SCHOOL & CONFERENCE	168.00	0.00
111-53711-151	SCHOOL & CONFERENCE	30.00	0.00
111-53721-121	BUSINESS TRAVEL	41.29	0.00
111-53831-142	LIABILITY INSURANCE	2,500.00	0.00
111-53841-141	VEHICLE INSURANCE	70.07	0.00
111-53913-112	RECRUITMENT	223.37	0.00
111-58111-113	CONTINGENCY	409,440.20	406,940.20
211-52221-151	AUDIOVISUAL SUPPLIES	385.90	0.00
211-52222-151	BOOKS	1,512.01	0.00
212-52111-212	DEPARTMENT SUPPLIES	12,580.39	0.00
212-52171-212	STREET REPAIR SUPPLIES	23,698.94	0.00
212-52211-212	PUBLICATIONS	145.60	0.00
212-52531-212	OIL & ANTIFREEZE	478.24	0.00
212-53111-212	CONTRACTUAL SERVICES	49.45	0.00
212-53441-212	EQUIPMENT MAINTENAN...	1,349.57	0.00
212-53451-212	VEHICLE MAINTENANCE	1,458.75	0.00
212-53491-212	STREET MAINTENANCE	10,051.50	0.00
212-53521-212	HEATING FUEL	1,759.67	0.00
212-53561-212	TELEPHONE	22.77	0.00
212-53721-212	BUSINESS TRAVEL	159.00	0.00
212-53841-212	VEHICLE INSURANCE	475.26	0.00
213-52111-213	DEPARTMENT SUPPLIES	121.87	0.00
213-52121-213	JANITORIAL SUPPLIES	9.53	0.00
213-53561-213	TELEPHONE	1.73	0.00

Account Summary

Account Number	Account Name	Expense Amount	Payment Amount
215-52111-172	DEPARTMENT SUPPLIES	635.00	0.00
215-52161-142	FIREARMS RANGE SUPPLI...	638.82	0.00
218-52111-142	DEPARTMENT SUPPLIES	18,952.67	0.00
223-52111-113	DEPARTMENT SUPPLIES	179.92	0.00
224-53111-113	CONTRACTUAL SERVICES	326.49	0.00
224-53111-114	CONTRACTUAL SERVICES	70.55	0.00
621-52111-621	DEPARTMENT SUPPLIES	5,143.85	0.00
621-52411-621	POSTAGE	331.66	331.66
621-52511-621	GASOLINE	50.00	0.00
621-53111-621	CONTRACTUAL SERVICES	998.50	0.00
621-53193-621	DISPOSAL FEES	2,400.00	0.00
621-53441-621	EQUIPMENT MAINTENAN...	33.50	0.00
621-53451-621	VEHICLE MAINTENANCE	1,815.52	0.00
621-53521-621	HEATING FUEL	725.75	0.00
621-53561-621	TELEPHONE	3.95	0.00
631-52111-631	DEPARTMENT SUPPLIES	205.04	0.00
631-52181-631	UNIFORMS & CLOTHING	86.39	0.00
631-52411-631	POSTAGE	331.66	331.66
631-52611-631	CHEMICALS	5,198.00	0.00
631-53111-631	CONTRACTUAL SERVICES	3,256.10	0.00
631-53441-631	EQUIPMENT MAINTENAN...	6,378.66	0.00
631-53451-631	VEHICLE MAINTENANCE	73.07	0.00
631-53531-631	ELECTRIC POWER	14,292.64	0.00
631-53561-631	TELEPHONE	3.62	0.00
631-53711-631	SCHOOL & CONFERENCE	238.00	0.00
631-54212-631	ENGINEERING/DESIGN	1,038.00	0.00
631-54411-631	EQUIPMENT	11,868.00	0.00
641-21311	SALES TAX PAYABLE	20,489.44	20,489.44
641-52111-641	DEPARTMENT SUPPLIES	21,199.74	0.00
641-52117-641	SAMPLES	5,758.46	0.00
641-52411-641	POSTAGE	331.66	331.66
641-53111-641	CONTRACTUAL SERVICES	1,815.72	0.00
641-53441-641	EQUIPMENT MAINTENAN...	953.15	0.00
641-53451-641	VEHICLE MAINTENANCE	305.44	0.00
641-53521-641	HEATING FUEL	150.34	0.00
641-53531-641	ELECTRIC POWER	7,904.42	0.00
641-53561-641	TELEPHONE	2.74	0.00
661-21311	SALES TAX PAYABLE	194.17	194.17
661-52111-661	DEPARTMENT SUPPLIES	401.05	0.00
661-53561-661	TELEPHONE	3.07	0.00
661-53711-661	SCHOOL & CONFERENCE	20.00	0.00
713-21512	MEDICARE W/H EE PAYAB...	3,637.08	3,637.08
713-21513	FICA W/H EE PAYABLE	13,503.61	13,503.61
713-21514	FED W/H EE PAYABLE	25,010.53	25,010.53
713-21517	POL UNION DUES EE PAY	624.00	624.00
713-21518	FIRE UNION DUES EE PAY	225.00	225.00
713-21523	LIFE INS EE PAYABLE	22.75	22.75
713-21524	SMEC EE PAYABLE	238.00	238.00
713-21527	WAGE ATTACHMENT EE ...	463.30	463.30
713-21528	REGULAR RETIRE EE PAY	7,140.31	7,140.31
713-21529	DEFERRED COMP EE PAY	1,325.14	1,325.14
713-21531	RETIRE FIRE EE PAYABLE	2,621.65	2,621.65
713-21533	RETIRE POLICE EE PAY	4,086.08	4,086.08
713-21534	DIS INC INS EE PAYABLE	25.95	25.95
713-21539	CHILD SUPPORT EE PAY	2,169.56	2,169.56
713-21541	HSA EE PAYABLE	12,173.98	12,173.98
713-21712	MEDICARE W/H ER PAYAB...	3,637.08	3,637.08
713-21713	FICA W/H ER PAYABLE	13,503.61	13,503.61

Account Summary

Account Number	Account Name	Expense Amount	Payment Amount
713-21728	REGULAR RETIRE ER PAY	6,773.69	6,773.69
713-21731	RETIRE-FIRE ER PAYABLE	4,279.31	4,279.31
713-21733	RETIRE-POLICE ER PAY	4,034.83	4,034.83
713-21741	HSA ER PAYABLE	1,225.00	1,225.00
721-53561-721	TELEPHONE	0.77	0.00
812-53861-112	PREMIUM EXPENSE	38,920.73	0.00
812-53862-112	CLAIMS EXPENSE	51,106.86	51,106.86
	Grand Total:	935,791.30	586,542.30

Project Account Summary

Project Account Key	Expense Amount	Payment Amount
None	846,064.64	586,542.30
1114253521	82.70	0.00
2117753111	810.00	0.00
2117753471	94.92	0.00
2122352111	635.00	0.00
2126352111	179.92	0.00
2147853111	87,500.00	0.00
2200052111	348.60	0.00
6002052111	52.45	0.00
6002053561	3.07	0.00
6002053711	20.00	0.00
	Grand Total:	935,791.30

UTILITY REFUNDS 4/6 Council

Refund Review

Close Form Print Screen

Packet: UBPKT00807 - Refunds 5 UBPKT00806 Disconnect

Add Edit Delete

Account #	Status	Contact	Service Address	Refund Amount
<input checked="" type="checkbox"/> <u>050-0896-01</u>	Inactive	CECILIA HERNANDEZ	1114 9TH AVE SCOTTSBLUFF NE 69361	0.74
<input checked="" type="checkbox"/> <u>055-4927-02</u>	Inactive	ELIZABETH BARRAZA	1609 7TH AVE SCOTTSBLUFF NE 69361	1.65
<input checked="" type="checkbox"/> <u>075-0213-02</u>	Inactive	CURRY RELOCATION	2216 4TH AVE SCOTTSBLUFF NE 69361	41.27
<input checked="" type="checkbox"/> <u>075-0250-01</u>	Inactive	DON LITTLE	1517 4TH AVE SCOTTSBLUFF NE 69361	4.47
<input checked="" type="checkbox"/> <u>010-4012-04</u>	Inactive	T & S RENTALS LLC	2027 AVE E SCOTTSBLUFF NE 69361	3.76
Total				\$51.89

City of Scottsbluff, Nebraska

Monday, April 6, 2015

Regular Meeting

Item Claims2

**Request for payment of claim by warrant for Paving District #311,
Five Oaks Street Improvements and approve the Resolution.**

Staff Contact: Renae Griffiths, Finance Director

Agenda Statement

Item No.

For meeting of: **April 6, 2015**

AGENDA TITLE: Request for payment of claim by warrant for Paving District #311, Five Oaks Street Improvements.

SUBMITTED BY DEPARTMENT/ORGANIZATION: Finance

PRESENTATION BY: Rick Kuckkahn

SUMMARY EXPLANATION: This is a request for reimbursement of expenses related to engineering services by Baker & Assoc, Inc. in the amount of \$5,999.00 for PD #311.

BOARD/COMMISSION RECOMMENDATION:

STAFF RECOMMENDATION: Recommend that council authorize the City Clerk to issue a warrant for payment of the claim.

EXHIBITS

Resolution Ordinance Contract Minutes Plan/Map

Other (specify) invoice _____

NOTIFICATION LIST: Yes No Further Instructions

APPROVAL FOR SUBMITTAL: _____
City Manager

Rev 3/1/99CClerk

RESOLUTION NO. _____

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

That the claim of Baker & Assoc, Inc. in the amount of \$5,999.00, being the first pay estimate for Paving District #311, is approved and the City Clerk is authorized to issue a warrant for the payment of such claim.

Passed and approved this 6th day of April, 2015.

Mayor

ATTEST:

City Clerk

“seal”

Baker & Assoc Inc.
 120 East 16th Street, Suite A
 Scottsbluff, NE 69361

M.B.

City of Scottsbluff
 2525 Circle Drive
 Scottsbluff, NE 69361

Invoice number 26583
 Date 06/24/2014

Project 002-164-14 CITY OF SCOTTSBLUFF -
 SID 311 FIVE OAKS

Invoice Summary

Description	Contract Amount	Prior Billed	Current Billed	Remaining	Total Billed
FIVE OAKS STREET IMPROVEMENTS 2014	6,000.00	0.00	5,999.00	1.00	5,999.00
Total	6,000.00	0.00	5,999.00	1.00	5,999.00

Professional Fees

	Hours	Rate	Billed Amount
Professional Level 1	3.00	128.00	384.00
Professional Level 2	1.00	123.00	123.00
Technician Level 2	42.00	88.00	3,696.00
Technician Level 3	9.50	78.00	741.00
Surveyor Level 2	2.00	105.00	210.00
Survey Crew - 1 man	6.50	130.00	845.00
Professional Fees subtotal	64.00		5,999.00
Invoice total			<u>5,999.00</u>

Aging Summary

Invoice Number	Invoice Date	Outstanding	Current	Over 30	Over 60	Over 90	Over 120
26583	06/24/2014	5,999.00	5,999.00				
	Total	5,999.00	5,999.00	0.00	0.00	0.00	0.00

Approved by:

Jack W. Baker
 Project Manager

RECEIVED
 MAR 20 2015

Recd. 3-25-15 from Sherryl after Mark's approval - PD#311

Notice: As of February 2010 we will be adding a 7% APR late fee to all invoices which are more than 60 days past due. The minimum late fee for all invoices will be \$50.00.

City of Scottsbluff, Nebraska

Monday, April 6, 2015

Regular Meeting

Item Claims3

Request for payment of claim by warrants for Water Extension District 105, Reganis 12th Avenue project and approve the Resolution.

Staff Contact: Renae Griffiths, Finance Director

Agenda Statement

Item No.

For meeting of: **April 6, 2015**

AGENDA TITLE: Request for payment of claim by warrants for Water Extension District 105, Reganis 12th Avenue.

SUBMITTED BY DEPARTMENT/ORGANIZATION: Finance

PRESENTATION BY: Rick Kuckkahn

SUMMARY EXPLANATION: This is a request for reimbursement of expenses related to engineering by M.C. Schaff & Associates, Inc. in the amount of \$12,691.30 for WD #105.

BOARD/COMMISSION RECOMMENDATION:

STAFF RECOMMENDATION: Recommend that council authorize the City Clerk to issue a warrant for payment of the claim.

EXHIBITS

Resolution Ordinance Contract Minutes Plan/Map

Other (specify) copy of invoice

NOTIFICATION LIST: Yes No Further Instructions

APPROVAL FOR SUBMITTAL: _____
City Manager

Rev 3/1/99CClerk

RESOLUTION NO. _____

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

That the claim of M.C. Schaff & Associates, Inc. in the amount of \$12,691.30, being the first pay estimate for Water District #105, is approved and the City Clerk is authorized to issue a warrant for the payment of such claim.

Passed and approved this 6th day of April, 2015.

Mayor

ATTEST:

City Clerk

“seal”



js

Invoice

Part of the MCS Family of Companies
 818 South Beltline Highway East
 Scottsbluff, NE 69361
 Phone (308) 635-1926
 www.mcschaff.com

March 23, 2015
 Project No: RM140169-00
 Invoice No: 0000015119

Jack Satur
 City of Scottsbluff
 2525 Circle Dr.
 Scottsbluff, NE
 69361

Project RM140169-00 Reganis 12th Avenue
Professional Services through March 20, 2015

Phase 001 Water District 105
 Design \$12,126.00
 Expense: NHHS Review Fee 531.30
 Expense: Deeds Filing Fee 34.00

Fee		12,691.30
	Total this Phase	\$12,691.30
	Total this Invoice	\$12,691.30

Billings to Date

	Current	Prior	Total	Received	A/R Balance
Fee	12,691.30	0.00	12,691.30		
Totals	12,691.30	0.00	12,691.30	0.00	12,691.30

*Jack -
 Please initial -
 okay to pay -
 + return to
 Benae. Thx!
 CW*

Hand. 4-1-15

accounts 30 days past due. Tax ID# 47-0529287

MEMORANDUM
TO: [Illegible]

DATE: [Illegible]
BY: [Illegible]

[Illegible text]

[Illegible text]

[Illegible text]

[Illegible text]

[Illegible signature]

City of Scottsbluff, Nebraska

Monday, April 6, 2015

Regular Meeting

Item Pub. Hear.1

Council to conduct a public hearing at 6:05 p.m. regarding the purchase of real estate property located at 15 East 18th Street, Scottsbluff, Nebraska.

Staff Contact: Rick Kuckkahn, City Manager

Agenda Statement

Item No.

For Meeting of: April 6, 2015

AGENDA TITLE: Council to conduct a public hearing at 6:05 p.m. regarding the purchase of real estate property located at 15 East 18th Street, Scottsbluff, Nebraska

SUBMITTED BY DEPARTMENT/ORGANIZATION: Administration

PRESENTATION BY: Assistant City Manager, Nathan Johnson

SUMMARY EXPLANATION:

Appraisal Final Opinion = \$137,500

Agreement = \$147,000

BOARD/COMMISSION RECOMMENDATION:

STAFF RECOMMENDATION: City staff recommends approving the purchase of real estate property located at 15 East 18th Street, Scottsbluff, Nebraska.

EXHIBITS

Resolution Ordinance Contract Minutes Plan/Map

Other (specify) Settlement Statement

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



A. Settlement Statement (HUD-1)

B. Type of Loan

1. <input type="checkbox"/> FHA 2. <input type="checkbox"/> RHS 3. <input type="checkbox"/> Conv. Unins. 4. <input type="checkbox"/> VA 5. <input type="checkbox"/> Conv. Ins.	6. File Number: 15020022	7. Loan Number:	8. Mortgage Insurance Case Number:
--	-----------------------------	-----------------	------------------------------------

C. Note: *This form is furnished to give you a statement of actual settlement costs. Amounts paid to and by the settlement agent are shown. Items marked "(p.o.c.)" were paid outside the closing; they are shown here for informational purposes and are not included in the totals.*

D. Name and Address of Buyer: City of Scottsbluff, Nebraska, a municipal corporation 2525 Circle Drive Scottsbluff, NE 69361	E. Name and Address of Seller: Theresa Lowe f/k/a Theresa Johnson and Lance Lowe 1936 5th Avenue Deland, FL 32724	F. Name and Address of Lender:
G. Property Location: 15 E. 18th Street Scottsbluff, NE 69361 Scotts Bluff County, Nebraska Pt of Lts 5 & 6, Blk 3 Seventh Add to Scottsbluff SB Cty, NE	H. Settlement Agent: 86-1150376 Title Express Services LLC 1208 Avenue I, Suite B Scottsbluff, NE 69361 Ph. (308)632-2241 Place of Settlement: 1208 Avenue I, Suite B Scottsbluff, NE 69361	I. Settlement Date: April 7, 2015

J. Summary of Buyer's transaction	
100. Gross Amount Due from Buyer:	
101. Contract sales price	147,000.00
102. Personal property	
103. Settlement Charges to Buyer (Line 1400)	700.70
104.	
105.	
Adjustments for items paid by Seller in advance	
106. City/Town Taxes	to
107. County Taxes	to
108. Assessments	to
109.	
110.	
111.	
112.	
120. Gross Amount Due from Buyer	147,700.70
200. Amounts Paid by or in Behalf of Buyer	
201. Deposit or earnest money	3,500.00
202. Principal amount of new loan(s)	
203. Existing loan(s) taken subject to	
204.	
205.	
206.	
207.	
208.	
209. 1/2 Owners Policy and CPL	263.25
Adjustments for items unpaid by Seller	
210. City/Town Taxes	to
211. County Taxes	to
212. Assessments	to
213.	
214.	
215.	
216.	
217.	
218.	
219.	
220. Total Paid by/for Buyer	3,763.25
300. Cash at Settlement from/to Buyer	
301. Gross amount due from Buyer (line 120)	147,700.70
302. Less amount paid by/for Buyer (line 220)	(3,763.25)
303. Cash <input checked="" type="checkbox"/> From <input type="checkbox"/> To Buyer	143,937.45

K. Summary of Seller's transaction	
400. Gross Amount Due to Seller:	
401. Contract sales price	
402. Personal property	
403.	
404.	
405.	
Adjustments for items paid by Seller in advance	
406. City/Town Taxes	to
407. County Taxes	to
408. Assessments	to
409.	
410.	
411.	
412.	
420. Gross Amount Due to Seller	
500. Reductions in Amount Due Seller	
501. Excess deposit (see instructions)	
502. Settlement charges to Seller (Line 1400)	
503. Existing loan(s) taken subject to	
504. Payoff First Mortgage	
505. Payoff Second Mortgage	
506.	
507.	
508.	
509.	
Adjustments for items unpaid by Seller	
510. City/Town Taxes	to
511. County Taxes	to
512. Assessments	to
513.	
514.	
515.	
516.	
517.	
518.	
519.	
520. Total Reduction Amount Due Seller	
600. Cash at settlement to/from Seller	
601. Gross amount due to Seller (line 420)	
602. Less reductions due Seller (line 520)	(
603. Cash <input type="checkbox"/> To <input type="checkbox"/> From Seller	

*Paid outside of closing by borrower(B), seller(S), lender(L), or third-party(T)
The undersigned hereby acknowledge receipt of a completed copy of this statement & any attachments referred to herein

Buyer City of Scottsbluff, Nebraska, a municipal corporation

 BY: _____
 Randy Meininger-Mayor

L. Settlement Charges						
700. Total Real Estate Broker Fees						
Division of commission (line 700) as follows:						
701. \$	to				Paid From Buyer's Funds at Settlement	Paid From Seller's Funds at Settlement
702. \$						
703.						
704.	to					
705.						
800. Items Payable in Connection with Loan						
801. Our origination charge		\$		(from GFE #1)		
802. Your credit or charge (points) for the specific interest rate chosen		\$		(from GFE #2)		
803. Your adjusted origination charges				(from GFE #A)	0.00	
804. Appraisal fee	to			(from GFE #3)		
805. Credit Report	to			(from GFE #3)		
806. Tax service	to			(from GFE #3)		
807. Flood certification	to			(from GFE #3)		
808.				(from GFE #3)		
809.				(from GFE #3)		
810.				(from GFE #3)		
811.				(from GFE #3)		
900. Items Required by Lender to Be Paid in Advance						
901. Daily interest charges from	to		@ \$/day	(from GFE #10)		
902. MIP Tot Ins. for Life of Loan	months to			(from GFE #3)		
903. Homeowner's insurance for	years to			(from GFE #11)		
904.				(from GFE #11)		
905.				(from GFE #11)		
1000. Reserves Deposited with Lender						
1001. Initial deposit for your escrow account				(from GFE #9)		
1002. Homeowner's insurance	months @ \$		per month	\$		
1003. Mortgage insurance	months @ \$		per month	\$		
1004. Property taxes				\$		
1005.				\$		
1006.	months @ \$		per month	\$		
1007.	months @ \$		per month	\$		
1008.				\$		
1009.				\$		
1100. Title Charges						
1101. Title services and lender's title insurance				(from GFE #4)	125.00	
1102. Settlement or closing fee				\$		
1103. Owner's title insurance to TES Premium Account				(from GFE #5)	501.50	
1104. Lender's title insurance to TES Premium Account				\$		
1105. Lender's title policy limit		\$				
1106. Owner's title policy limit		\$	147,000.00			
1107. Agent's portion of the total title insurance premium	to Title Express Services LLC			\$	447.52	
1108. Underwriter's portion of the total title insurance premium	to TES Premium Account			\$	78.98	
1109.				\$		
1110.				\$		
1111.				\$		
1112.				\$		
1113.				\$		
1200. Government Recording and Transfer Charges						
1201. Government recording charges	to Scotts Bluff County Register of Deeds			(from GFE #7)	10.00	
1202. Deed \$	10.00	Mortgage \$	Releases \$	Other \$		
1203. Transfer taxes				(from GFE #8)		
1204. City/County tax/stamps						
1205. State tax/stamps						
1206.						
1207. 2014 Real Estate Taxes						
1300. Additional Settlement Charges						
1301. Required services that you can shop for				(from GFE #6)		
1302. Pest Inspection	to ProQuality Pest Inspection Co.			\$	64.20	
1303.				\$		
1304.				\$		
1305.				\$		
1400. Total Settlement Charges (enter on lines 103, Section J and 502, Section K)					700.70	

* Paid outside of closing by borrower(B), seller(S), lender(L), or third-party(T)

By signing page 1 of this statement, the signatories acknowledge receipt of a completed copy of page 2 & 3 of this three page statement.

Title Express Services LLC, Settlement Agent

Certified to be a true copy.

We, the undersigned, do hereby certify that we are aware that the Federal Deposit Insurance Corporation (FDIC) coverage applies only to a cumulative maximum amount of \$100,000.00 for each individual depositor for all of depositor's accounts at the same related institution. Agency assumes no responsibility for, nor will Purchaser and Seller hold same liable for any loss occurring which arises from the fact that the amount of the above account may cause the aggregate amount of any individual depositor's accounts to exceed such amount and that the excess amount is not insured.

HUD-1 Attachment

Buyer(s): City of Scottsbluff, Nebraska, a municipal corporation
2525 Circle Drive
Scottsbluff, NE 69361

Settlement Agent: Title Express Services LLC
(308)632-2241

Place of Settlement: 1208 Avenue I, Suite B
Scottsbluff, NE 69361

Settlement Date: April 7, 2015

Property Location: 15 E. 18th Street
Scottsbluff, NE 69361
Scotts Bluff County, Nebraska
Pt of Lts 5 & 6, Blk 3
Seventh Add to Scottsbluff
SB Cty, NE

Title Services and Lender's Title Insurance Details

Settlement/Closing Fee	100.00
to Title Express Services LLC	
Closing Protection letter	25.00
to Title Express Services LLC	
Total	<u><u>\$ 125.00</u></u>

Owner's Title Insurance

Owner's Policy Premium	501.50
to TES Premium Account	
Total	<u><u>\$ 501.50</u></u>

I have carefully reviewed the HUD-1 Settlement Statement and to the best of my knowledge and belief, it is a true and accurate statement of all receipts and disbursements made on my account or by me in this transaction. I further certify that I have received a copy of the HUD-1 Settlement Statement.

City of Scottsbluff, Nebraska, a municipal corporation

BY: _____
Randy Meininger-Mayor

WARNING: It is a crime to knowingly make false statements to the United States on this or any similar form. Penalties upon conviction can include a fine and imprisonment. For details see: Title 18 U.S. Code Section 1001 and Section 1010.

City of Scottsbluff, Nebraska

Monday, April 6, 2015

Regular Meeting

Item Pub. Hear.2

Council to conduct a public hearing at 6:05 p.m. regarding the purchase of real estate property located at 23 East 18th Street, Scottsbluff, Nebraska.

Staff Contact: Rick Kuckkahn, City Manager

Agenda Statement

Item No.

For Meeting of: April 6, 2015

AGENDA TITLE: Council to conduct a public hearing at 6:05 p.m. regarding the purchase of real estate property located at 23 East 18th Street, Scottsbluff, Nebraska

SUBMITTED BY DEPARTMENT/ORGANIZATION: Administration

PRESENTATION BY: Assistant City Manager, Nathan Johnson

SUMMARY EXPLANATION:

Appraisal Final Opinion = \$258,000

Agreement = \$282,500

BOARD/COMMISSION RECOMMENDATION:

STAFF RECOMMENDATION: City staff recommends approving the purchase of real estate property located at 23 East 18th Street, Scottsbluff, Nebraska.

EXHIBITS

Resolution Ordinance Contract Minutes Plan/Map

Other (specify) Settlement Statement

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



A. Settlement Statement (HUD-1)

B. Type of Loan

1. <input type="checkbox"/> FHA 2. <input type="checkbox"/> RHS 3. <input type="checkbox"/> Conv. Unins. 4. <input type="checkbox"/> VA 5. <input type="checkbox"/> Conv. Ins.	6. File Number: 15020034	7. Loan Number:	8. Mortgage Insurance Case Number:
--	-----------------------------	-----------------	------------------------------------

C. Note: *This form is furnished to give you a statement of actual settlement costs. Amounts paid to and by the settlement agent are shown. Items marked "(p.o.c.)" were paid outside the closing; they are shown here for informational purposes and are not included in the totals.*

D. Name and Address of Buyer: City of Scottsbluff 2525 Circle Drive Scottsbluff, NE 69361	E. Name and Address of Seller: Marc D. Essert and Pamela G. Essert 1160 E. 24th Avenue Torrington, WY 82240	F. Name and Address of Lender:
G. Property Location: 23 E. 18th Street Scottsbluff, NE 69361 Scotts Bluff County, Nebraska S 5' of W 45' of E 80' of Lot 5 & E 89.6' of Lot 6, Blk 3, Seventh Add	H. Settlement Agent: 86-1150376 Title Express Services LLC 1208 Avenue I, Suite B Scottsbluff, NE 69361 Ph. (308)632-2241 Place of Settlement: 1208 Avenue I, Suite B Scottsbluff, NE 69361	I. Settlement Date: April 7, 2015

J. Summary of Buyer's transaction		K. Summary of Seller's transaction	
100. Gross Amount Due from Buyer:		400. Gross Amount Due to Seller:	
101. Contract sales price	282,500.00	401. Contract sales price	
102. Personal property		402. Personal property	
103. Settlement Charges to Buyer (Line 1400)	502.75	403.	
104.		404.	
105.		405.	
Adjustments for items paid by Seller in advance		Adjustments for items paid by Seller in advance	
106. City/Town Taxes	to	406. City/Town Taxes	to
107. County Taxes	to	407. County Taxes	to
108. Assessments	to	408. Assessments	to
109.		409.	
110.		410.	
111.		411.	
112.		412.	
120. Gross Amount Due from Buyer	283,002.75	420. Gross Amount Due to Seller	
200. Amounts Paid by or in Behalf of Buyer		500. Reductions in Amount Due Seller	
201. Deposit or earnest money	20,000.00	501. Excess deposit (see instructions)	
202. Principal amount of new loan(s)		502. Settlement charges to Seller (Line 1400)	
203. Existing loan(s) taken subject to		503. Existing loan(s) taken subject to	
204.		504. Payoff First Mortgage	
205.		505. Payoff Second Mortgage	
206.		506.	
207.		507.	
208.		508.	
209.		509.	
Adjustments for items unpaid by Seller		Adjustments for items unpaid by Seller	
210. City/Town Taxes	to	510. City/Town Taxes	to
211. County Taxes	to	511. County Taxes	to
212. Assessments	to	512. Assessments	to
213.		513.	
214.		514.	
215.		515.	
216.		516.	
217.		517.	
218.		518.	
219.		519.	
220. Total Paid by/for Buyer	20,000.00	520. Total Reduction Amount Due Seller	
300. Cash at Settlement from/to Buyer		600. Cash at settlement to/from Seller	
301. Gross amount due from Buyer (line 120)	283,002.75	601. Gross amount due to Seller (line 420)	
302. Less amount paid by/for Buyer (line 220)	(20,000.00)	602. Less reductions due Seller (line 520)	
303. Cash <input checked="" type="checkbox"/> From <input type="checkbox"/> To Buyer	263,002.75	603. Cash <input type="checkbox"/> To <input type="checkbox"/> From Seller	

* Paid outside of closing by borrower(B), seller(S), lender(L), or third-party(T)
 The undersigned hereby acknowledge receipt of a completed copy of this statement & any attachments referred to herein

Buyer City of Scottsbluff
 BY: _____

L. Settlement Charges						
700. Total Real Estate Broker Fees						
Division of commission (line 700) as follows:						
701.	\$	to			Paid From Buyer's Funds at Settlement	Paid From Seller's Funds at Settlement
702.	\$					
703.						
704.		to				
705.						
800. Items Payable in Connection with Loan						
801.	Our origination charge		\$	(from GFE #1)		
802.	Your credit or charge (points) for the specific interest rate chosen		\$	(from GFE #2)		
803.	Your adjusted origination charges			(from GFE #A)	0.00	
804.	Appraisal fee	to		(from GFE #3)		
805.	Credit Report	to		(from GFE #3)		
806.	Tax service	to		(from GFE #3)		
807.	Flood certification	to		(from GFE #3)		
808.				(from GFE #3)		
809.				(from GFE #3)		
810.				(from GFE #3)		
811.				(from GFE #3)		
900. Items Required by Lender to Be Paid in Advance						
901.	Daily interest charges from	to	@ \$/day	(from GFE #10)		
902.	MIP Tot Ins. for Life of Loan	months to		(from GFE #3)		
903.	Homeowner's insurance for	years to		(from GFE #11)		
904.				(from GFE #11)		
905.				(from GFE #11)		
1000. Reserves Deposited with Lender						
1001.	Initial deposit for your escrow account			(from GFE #9)		
1002.	Homeowner's insurance	months @ \$	per month	\$		
1003.	Mortgage insurance	months @ \$	per month	\$		
1004.	Property taxes			\$		
1005.				\$		
1006.		months @ \$	per month	\$		
1007.		months @ \$	per month	\$		
1008.				\$		
1009.				\$		
1100. Title Charges						
1101.	Title services and lender's title insurance			(from GFE #4)	100.00	
1102.	Settlement or closing fee			\$		
1103.	Owner's title insurance to TES Premium Account			(from GFE #5) plus CPL/\$25.00	386.75	
1104.	Lender's title insurance to TES Premium Account			\$		
1105.	Lender's title policy limit	\$				
1106.	Owner's title policy limit	\$	282,500.00			
1107.	Agent's portion of the total title insurance premium	to Title Express Services LLC	\$	678.72		
1108.	Underwriter's portion of the total title insurance premium	to TES Premium Account	\$	119.78		
1109.			\$			
1110.			\$			
1111.			\$			
1112.			\$			
1113.			\$			
1200. Government Recording and Transfer Charges						
1201.	Government recording charges	to Scotts Bluff County Register of Deeds		(from GFE #7)	16.00	
1202.	Deed \$	16.00	Mortgage \$	Releases \$	Other \$	
1203.	Transfer taxes			(from GFE #8)		
1204.	City/County tax/stamps					
1205.	State tax/stamps					
1206.						
1207.	2014 Real Estate Taxes			POC/\$4079.68		
1300. Additional Settlement Charges						
1301.	Required services that you can shop for			(from GFE #6)		
1302.				\$		
1303.				\$		
1304.				\$		
1305.				\$		
1400. Total Settlement Charges (enter on lines 103, Section J and 502, Section K)					502.75	

* Paid outside of closing by borrower(B), seller(S), lender(L), or third-party(T)

By signing page 1 of this statement, the signatories acknowledge receipt of a completed copy of page 2 & 3 of this three page statement.

Title Express Services LLC, Settlement Agent

Certified to be a true copy.

We, the undersigned, do hereby certify that we are aware that the Federal Deposit Insurance Corporation (FDIC) coverage applies only to a cumulative maximum amount of \$100,000.00 for each individual depositor for all of depositor's accounts at the same related institution. Agency assumes no responsibility for, nor will Purchaser and Seller hold same liable for any loss occurring which arises from the fact that the amount of the above account may cause the aggregate amount of any individual depositor's accounts to exceed such amount and that the excess amount is not insured.

Comparison of Good Faith Estimate (GFE) and HUD-1 Charges		Good Faith Estimate	HUD-1
Charges That Cannot Increase	HUD-1 Line Number		
Charges That in Total Cannot Increase More than 10%		Good Faith Estimate	HUD-1
Government recording charges	#1201		16.00
Title services and lender's title insurance	#1101		100.00
Owner's title insurance to TES Premium Account	#1103		386.75
Total			502.75
Increase between GFE and HUD-1 Charges		\$ 502.75 or	0.00%

Charges That Can Change	Good Faith Estimate	HUD-1
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Loan Terms

Your initial loan amount is	
Your loan term is	N/A
Your initial interest rate is	_____ %
Your initial monthly amount owed for principal, interest and any mortgage insurance is	N/A <input type="checkbox"/> Principal <input type="checkbox"/> Interest <input type="checkbox"/> Mortgage Insurance
Can your interest rate rise?	<input checked="" type="checkbox"/> No <input type="checkbox"/> Yes, it can rise to a maximum of _____%. The first change will be on _____ and can change again every ___ months after _____. Every change date, your interest rate can increase or decrease by _____%. Over the life of the loan, your interest rate is guaranteed to never be lower than _____% or higher than _____%.
Even if you make payments on time, can your loan balance rise?	<input checked="" type="checkbox"/> No <input type="checkbox"/> Yes, it can rise to a maximum of \$_____.
Even if you make payments on time, can your monthly amount owed for principal, interest, and mortgage insurance rise?	<input checked="" type="checkbox"/> No <input type="checkbox"/> Yes, the first increase can be on _____ and the monthly amount owed can rise to \$_____. The maximum it can ever rise to is \$_____.
Does your loan have a prepayment penalty?	<input checked="" type="checkbox"/> No <input type="checkbox"/> Yes, your maximum prepayment penalty is \$_____.
Does your loan have a balloon payment?	<input checked="" type="checkbox"/> No <input type="checkbox"/> Yes, you have a balloon payment of \$_____ due in ___ years on _____.
Total monthly amount owed including escrow account payments	<input checked="" type="checkbox"/> You do not have a monthly escrow payment for items, such as property taxes and homeowner's insurance. You must pay these items directly yourself. <input type="checkbox"/> You have an additional monthly escrow payment of \$N/A that results in a total initial monthly amount owed of \$N/A. This includes principal, interest, any mortgage insurance and any items checked below: <input type="checkbox"/> Property taxes <input type="checkbox"/> Homeowner's insurance <input type="checkbox"/> Flood insurance <input type="checkbox"/> <input type="checkbox"/> <input type="checkbox"/>

Note: If you have any questions about the Settlement Charges and Loan Terms listed on this form, please contact your lender.

HUD-1 Attachment

Buyer(s): City of Scottsbluff
2525 Circle Drive
Scottsbluff, NE 69361

Settlement Agent: Title Express Services LLC
(308)632-2241

Place of Settlement: 1208 Avenue I, Suite B
Scottsbluff, NE 69361

Settlement Date: April 7, 2015

Property Location: 23 E. 18th Street
Scottsbluff, NE 69361
Scotts Bluff County, Nebraska
S 5' of W 45' of E 80' of
Lot 5 & E 89.6' of Lot 6, Blk
3, Seventh Add

Title Services and Lender's Title Insurance Details

Settlement/Closing Fee	100.00
to Title Express Services LLC	
Total	\$ 100.00

Owner's Title Insurance

Owner's Policy Premium	386.75
to TES Premium Account	
Total	\$ 386.75

I have carefully reviewed the HUD-1 Settlement Statement and to the best of my knowledge and belief, it is a true and accurate statement of all receipts and disbursements made on my account or by me in this transaction. I further certify that I have received a copy of the HUD-1 Settlement Statement.

City of Scottsbluff

BY: _____

WARNING: It is a crime to knowingly make false statements to the United States on this or any similar form. Penalties upon conviction can include a fine and imprisonment. For details see: Title 18 U.S. Code Section 1001 and Section 1010.

(15020034.PFD/15020034/10)

City of Scottsbluff, Nebraska

Monday, April 6, 2015

Regular Meeting

Item Pub. Hear.3

Council to conduct a public hearing at 6:05 p.m. to consider an Ordinance amending Chapter 25, Article 6-1.6 dealing with signs, setting forth additional restrictions in signs and repealing and removing a portion of 25-6-6.

Staff Contact: Annie Folck, City Planner

Agenda Statement

Item No.

For meeting of: April 6, 2015

AGENDA TITLE: Public Hearing dealing with Signs, amending 25-6-1.6 setting forth restrictions in signs and repealing and removing a portion of 25-6-6.

SUBMITTED BY DEPARTMENT/ORGANIZATION: Development Services Department

PRESENTATION BY: Rick Kuckkahn

SUMMARY EXPLANATION: Staff worked with legal on clearing up some confusion in our sign ordinance. Section 25-6-6 currently has two parts, a small chart/table with permitted uses listed in the different zoning districts, and language regarding different requirements for heights, names, and nature of occupancy. The chart/table was removed as this information is also provided in Section 25-6-1.6, and the language was moved to the end of Section 25-6-1.6. This change makes the sign ordinance easier to use for both City Staff and the general public when they look on the City website for information on the City's sign ordinance.

BOARD/COMMISSION RECOMMENDATION: The Planning Commission at their regular meeting of March 9, 2015 made positive recommendation to City Council.

STAFF RECOMMENDATION: Positive recommendation to City Council to approve proposed ordinance changes/revisions to Chapter 25, Sections- 25-6-6 and 25-6-1.6 dealing with our sign ordinance.

EXHIBITS

Resolution Ordinance Contract Minutes x Plan/Map

Other (specify) _____

NOTIFICATION LIST: Yes No Further Instructions

APPROVAL FOR SUBMITTAL: _____
City Manager

ORDINANCE NO. _____

AN ORDINANCE OF THE CITY OF SCOTTSBLUFF, NEBRASKA DEALING WITH SIGNS, AMENDING §25-6-1.6 SETTING FORTH ADDITIONAL RESTRICTIONS IN SIGNS AND REPEALING AND REMOVING A PORTION OF §25-6-6, REPEALING ALL PRIOR ORDINANCES AND PROVIDING FOR AN EFFECTIVE DATE.

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

Section 1. Chapter 25, Article 6 of the Scottsbluff Municipal Code is amended by repealing the existing language and substituting the following language:

25-6-1.6 Sign tables.

Zoning Districts	Type of Sign	Number of Signs	Size Allowed	Height	Code Reference
R-1, R-1a, R-1b R-4, R-6, AR	Name Plate	1	1 sq. ft		25-6-2(1)
	Name Plate	1	2 sq. ft		25-6-2(2)
	Name Plate	1	4 sq. ft		25-6-2(3)
	Freestanding	1	40 sq. ft	4 feet	25-6-3 & 25-6-10
A	Subdivision ID	2	35 sq. ft	3 feet	25-6-9
	Real Estate	1	4 sq. ft		25-6-12, 25-6-13
	“For Sale” “Sold”				25-6-14 & 25-6-15
	Political		8 sq. ft	4 feet	25-6-17 - 25-6-24
	Electronic Church	1	40 sq. ft		25-6-1.8
	Freestanding	2	30 sq. ft		25-6-4
	Directional			5 feet	25-6-11
	Political		8 sq. ft	4 feet	25-6-17, 25-6-24
	Wall	1	4 sq. ft or 5% of wall surface		25-6-6
		Freestanding	1	100 sq. ft	8 feet
C-1, C-2	Directional			5 feet	25-6-11
	Political		8 sq. ft	4 feet	25-6-17 - 25-6-24
	Electronic		100 sq. ft		25-6-1.4(f)
	Attached	1 per business			25-6-6
	Projecting	**			
	Detached	2+	250 sq. ft		25-6-6 & 25-6-8
	Directional			5 feet	25-6-11
	Political		8 sq. ft	4 feet	25-6-17 - 25-6-24
	Electronic		100 sq. ft		25-6-1.4(f)
	Attached				25-6-6
C-3	Projecting	**			
	Detached			5 feet	25-6-6 & 25-6-8
	Directional			5 feet	25-6-11
	Political		8 sq. ft	4 feet	25-6-17 - 25-6-24
	Temporary			4 feet	25-6-17 - 25-6-24
	Detached	2/year	20 sq. ft		25-6-8.1
	Electronic		100 sq. ft		25-6-1.4(f)
	Attached				25-6-6
	Projecting	**			
	Detached			5 feet	25-6-6
Directional			5 feet	25-6-11	
Political		8 sq. ft	4 feet	25-6-17 - 25-6-24	
Temporary					
Detached	2/year	20 sq. ft		25-6-8.1	
Electronic		100 sq. ft		25-6-1.4(f)	

M-1, M-2	Billboards	288 sq. ft	45 feet above road	25-6-16.2
	Attached			25-6-6
	Projecting	**		
	Detached			25-6-6
	Directional		5 feet	25-6-11
	Political	8 sq. ft	4 feet	25-6-17 - 25-6-24
	Temporary			
	Detached	2/year	20 sq. ft	25-6-8.1
	Electronic		100 sq. ft	25-6-1.4(f)
	Billboards	288 sq. ft	45 feet above road	25-6-16.2

- (1) **100 sq. feet unless abutting residential zone, then 25 sq. ft
- (2) Digital Billboards will be regulated according to Article 25-6-16.3 and 25-6-16.4 and not as set forth above on this sign table.”
- (3) In such zones no attached or extended sign may, in whole or in part, project above or be higher than the roof line or a parapet. Signs may disclose the name of the building and the nature of the occupancy; provided, in a PBC Zone not more than one (1) sign visible from a public street may be mounted on a building for each business using the building, or a part of it. In a PBC Zone, detached signs not exceeding two hundred fifty (250) square feet in area each and which only identify the planned business center or businesses within the center, or both, may be erected or maintained; provided, if the planned business center abuts a particular street for a distance in excess of five hundred (500) feet, one (1) additional detached sign per each additional two hundred fifty (250) feet, or part thereof, of such distance may be erected or maintained. In any C-3 Zone, any billboard shall be located not less than one hundred fifty (150) feet from a residence building.”

Section 2. Chapter 25, Article 6 of the Scottsbluff Municipal Code is amended by repealing the existing language and substituting the following language:

25-6-6. PBC, C-1, C-2, C-3 Zones.

Zone	Billboards		
	Attached	Extending	Detached
PBC	X	X	X
C-1	X	X	X
C-2	X	X	X
C-3	X	X	X

Section 3. Previously existing Sections 25-6-1.6 and 25-6-6 and all other Ordinances and parts of Ordinances in conflict herewith are repealed. Provided, however, this Ordinance shall not be construed to affect any rights, liabilities, duties or causes of action, either criminal or civil, existing or actions pending at the time when this Ordinance becomes effective.

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

PASSED AND APPROVED on _____, 2015.

ATTEST:

Mayor

City Clerk (Seal)

Planning Commission Minutes
Regular Scheduled Meeting
March 9, 2015
Scottsbluff, Nebraska

The Planning Commission of the City of Scottsbluff, Nebraska met in a regular scheduled meeting on Monday, March 9, 2015, 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 February 27, 2015. 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: Anita Chadwick, Jim Zitterkopf, Angie Aguallo, Callan Wayman, David Gompert, Henry Huber, and Becky Estrada. Absent: Mark Westphal and Dana Weber. 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 bookcase 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 February 9, 2015 were reviewed and approved. A motion was made to accept the minutes by Gompert, and seconded by Huber. "YEAS": Zitterkopf, Chadwick, Aguallo, and Estrada. "NAYS": None. ABSTAIN: None. ABSENT: Westphal and Weber. Motion carried.

NOTE: Commissioner Dana Weber arrived at 6:05 p.m.

ITEM 7A: The Planning Commission opened a public hearing for proposed ordinance text changes in Chapter 25 dealing with Signs and amending 25-6-1.6 setting forth additional restrictions in signs and repealing and removing a portion of 25-6-6. Staff has been working with legal on clearing up some confusion in our sign ordinance, section 25-6-6 currently has two parts a small chart/table with permitted used in different zoning districts and language regarding different requirements for heights, names, and nature of occupancy. The chart/table was removed as this information is already in section 25-6-1.6 and the language was added to the end of 25-6-1.6. This change makes the sign ordinance easier to use for both City Staff and the general public when they look on the City website for information on the City's sign ordinance. Staff will continue to review our code and bring corrections or additions back to the Planning Commission for review.

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Conclusion: A motion was made by Gompert and seconded by Zitterkopf to approve the proposed changes to the Sign Code 25-6-1.6 “YEAS”: Weber, Chadwick, Zitterkopf, Aguillo, Gompert, Huber, Wayman, and Estrada. “NAYS”: None. **ABSTAIN:** None. **ABSENT:** Westphal. Motion carried.

ITEM 7B: The Planning Commission opened a public hearing for a proposed ordinance amendment change of Chapter 21, Article 1 in our Subdivision Code, relating to amending or re-platting a final plat, and limiting the number of times a plat can be amended or re-platted (21-1-68).

Staff had previously discussed changing the number of times a final plat can be re-platted or amended. When a property is final platting it is assumed this will be the last time the property will be changed and access and size will be developed as shown on the final plat, but there are times when the original final plat was approved several years back and current circumstances have changed, a new plan may work better with the surrounding development and a change in the layout may be a better fit with the surrounding lots either in size or access onto the property which would be a better fit, a re-plat or amended plat could be filed with the Planning Commission for review and approval with final approval from City Council. In working with the Register of Deeds we have found it is easier for them, title companies, and others to track a property if it is vacated instead of repeatedly re-platted. The George Baltes subdivision is one of the subdivisions that have had several amendments and re-platting making it difficult to research and tract the individual lots as they are sold and resold. Also, when the surveyor replats a lot they have to go back to the very beginning and list this in the title of the plat, this can be quite lengthy when it has been platting and changed several times, and if something is missed has to be done over.

Annie Folck, City Planner, did some research with other cities, The City of Kearney does not allow for any replat and the City of Chadron only allows two. In talking with Jean Bauer at the Register of Deeds on how this could be improved, changing our code to allow a minimum of two re-plats/amendments, seems to be a good fit for the City and if more than two requests for change are made an ordinance to vacate will be required to accompany a new final plat for the requested changes, the ordinance and plat can be done simultaneously.

Carl Gilbert, a surveyor for Baker & Associates addressed the Planning Commission; he wants to make sure that the request to vacate will be allowed for smaller partial vacations of final plats. Working on preliminary and final plats can be a challenge when many changes have been made the vacation plat or ordinance allows for a clean process. This can help developers to pre-plan better and have less re-plats in the future development. The Planning Commission asked if the cost of a re-plat would be prohibitive to the developer this would depend on the type of development. A survey can cost anywhere from \$500 to \$5,000 depending on the factors.

The City can check with legal to make sure partial vacates are allowed, the City wants to work with the developers, surveyors, and the register of deeds and will work on making the process easier.

Conclusion: A motion was made by Weber and seconded by Chadwick to make a positive recommendation to City Council to approve the proposed ordinance amendment changes of Chapter 21, Article 1 Amending Sections 21-1-68 of the City’s Subdivision Code relating to the number of times a plat may be re-platted, limiting the number to two. “YEAS”: Weber, Chadwick, Zitterkopf, Aguillo, Gompert, Huber, and Estrada. “NAYS”: Wayman. **ABSTAIN:** None. **ABSENT:** Westphal. Motion carried.

99 **ITEM 7C.** The Planning Commission reviewed a proposed ordinance text change in the City’s Chapter
100 20 Obstruction Code. More and more we are receiving requests for Block parties, usually during
101 Holidays or other special events. Annie Folck has been working with Police Chief, Kevin Spencer on
102 setting guidelines for Block parties. The permit will be checked and approved by the Police Department
103 the permit will require that the need to notify all the neighbors, use proper barricades (provided by
104 Transportation Dept.), no alcohol on the public street, sales of any items will be prohibited, no open
105 fires, and emergency access will be available at all times. Time limits of 10:00 p.m. during week days
106 and 12:00 midnight on holidays and weekends.

107
108 The Planning Commission had concerns about emergency access, want to make sure they are not using
109 vehicles as barricades and the area is kept clear in case of an emergency. Also, asked if there was any
110 language on clean up. A \$250 fine will be imposed if the applicant does not clean up after the party and
111 the City have to come in and clean up.

112
113 **ITEM 8. Unfinished Business:** Updated the Planning Commission on the comprehensive development
114 plan. Taking Request for bids for extension of utilities, where to put in future water and sewer lines, the
115 Army Core of Engineers is also working on a study for the City’s floodplain these two items will help
116 plan where physical limitations are and we will be able to plan for future development of the City.
117 PADD is also working on some of the demographics’ of the City everything we hope will be ready in
118 October and these will all be incorporated into our comprehensive development plan.

119
120 There being no further business, a motion to adjourn was made by Weber and seconded by Gompert. The
121 meeting was adjourned at 6.40 p.m. “**YEAS**”: Gompert, Wayman, Weber, Chadwick, Zitterkopf,
122 Aguallo, Huber, and Estrada. “**NAYS**”: None. **ABSTAIN**: None. **ABSENT**: Westphal. Motion
123 carried.

124
125
126 _____
127 Becky Estrada, Chairperson

128
129 Attest: _____
130 Annie Urdiales

City of Scottsbluff, Nebraska

Monday, April 6, 2015

Regular Meeting

Item Pub. Hear.4

Council to conduct a public hearing at 6:05 p.m. to consider an Ordinance amending Chapter 21, Article 1, relating to amending or re-platting a final plat, limiting the number of times a plat can be amended or re-platted, 21-1-68.

Staff Contact: Annie Folck, City Planner

Agenda Statement

Item No.

For meeting of: April 6, 2015

AGENDA TITLE: Council to consider an ordinance text change limiting the number of times a property may be replatted

SUBMITTED BY DEPARTMENT/ORGANIZATION: Planning and Zoning

PRESENTATION BY:

SUMMARY EXPLANATION: At the NPZA Panhandle Planning Workshop last fall, the issue of replats of property was brought up. This has become an issue for the County Register of Deeds office as some properties have been replatted five to ten times. This makes their legal descriptions extremely long and complicated, making errors much more likely to occur. The proposed ordinance would limit a property to two replats. After the second replat, the property owner would be required to vacate the plat before they could make changes.

BOARD/COMMISSION RECOMMENDATION: The Planning Commission recommended approval of this ordinance (see attached minutes).

STAFF RECOMMENDATION: Staff recommends approval of this ordinance.

EXHIBITS

Resolution Ordinance Contract Minutes Plan/Map

Other (specify) Letter from County Register of Deeds

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 AMENDING CHAPTER 21, ARTICLE 1, RELATING TO AMENDING OR REPLATTING A FINAL PLAT, LIMITING THE NUMBER OF TIMES A FINAL PLAT CAN BE AMENDED OR REPLATTED, REPEALING PRIOR 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 21-1-68 of the Scottsbluff Municipal Code is amended to provide as follows: **“21-1-68. Amended plat; limiting the number of times a final plat can be amended, procedures; notice; fees.**

After approval of a final plat by the mayor and city council such final plat may be amended or replatted, either in whole or in part, a total of two (2) times. If an application for amendment or replat of a final plat or portion of an existing plat, is received by the City for a third time, the final or existing plat must be vacated by ordinance prior to any amendment or replatting, after hearings by the planning commission and the city council, before the city will approve the application by the owners. Except as specifically provided in this section the amended plat and application therefor shall conform to all requirements of this article for final plats provided however, that if only part of the final plat is amended, the certificate required by Section 21-1-59 may be made by the owner or owners of the land shown in the amended plat.

At the time of submitting the amended plat to the Planning and Building Official, the applicant shall pay a fee in the amount provided in Chapter 6, Article 6 plus the additional amount provided in Chapter 6, Article 6 for each property owner who is entitled to notice pursuant to the provisions of this section.

In addition to submitting the drawing, the applicant shall submit the plat on a 3½ inch diskette or CD ROM in AutoCAD format, latest version.

Information relating the plat datum to state plane coordinates shall be provided on the plat so that the plat can be included in the City of Scottsbluff and County of Scotts Bluff GIS data. Each entity shall be responsible for adding the data to the GIS. For plats less than 20 acres, the Point of Beginning on the plat shall be referenced to State Plane Coordinates. The datum shall be NAD 83 (in feet), or the current datum adopted by the City at the time of plat submittal. Information on existing monuments that have established state plane coordinates can be obtained from the Scotts Bluff County Surveyor. The reference can be in the form of a note on the plat that includes a description of the reference point, the coordinates in feet, and the average scale factor. For plats larger than 20 acres the Point of Beginning and one additional point at the opposite corner of the Point of Beginning shall be referenced to State Plane Coordinates. The reference can be in the form of a note on the plat that includes a description of the reference points, coordinates in feet, and the average scale factor.

An application to amend a plat shall set forth the number of times a replat or amendment has been applied for by the owner prior to this application and shall be reviewed by the Planning and Building Commission only if the proposed amendment creates more lots than existed on the original final plat or if the amended plat proposes to make changes in any public right-of-way or easement.

Section 2. Previously existing Section 21-1-68 and all other Ordinances and parts of Ordinances in conflict therewith are repealed. Provided, however, this Ordinance shall not be construed to affect any rights, liabilities, duties or causes of action, either criminal or civil, existing or actions pending at the time when this Ordinance becomes effective.

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

PASSED AND APPROVED on _____, 2015.

Mayor

ATTEST: APPROVED:

City Clerk (Seal) City Attorney

Planning Commission Minutes
Regular Scheduled Meeting
March 9, 2015
Scottsbluff, Nebraska

The Planning Commission of the City of Scottsbluff, Nebraska met in a regular scheduled meeting on Monday, March 9, 2015, 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 February 27, 2015. 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: Anita Chadwick, Jim Zitterkopf, Angie Aguallo, Callan Wayman, David Gompert, Henry Huber, and Becky Estrada. Absent: Mark Westphal and Dana Weber. 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 bookcase 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 February 9, 2015 were reviewed and approved. A motion was made to accept the minutes by Gompert, and seconded by Huber. "YEAS": Zitterkopf, Chadwick, Aguallo, and Estrada. "NAYS": None. ABSTAIN: None. ABSENT: Westphal and Weber. Motion carried.

NOTE: Commissioner Dana Weber arrived at 6:05 p.m.

ITEM 7A: The Planning Commission opened a public hearing for proposed ordinance text changes in Chapter 25 dealing with Signs and amending 25-6-1.6 setting forth additional restrictions in signs and repealing and removing a portion of 25-6-6. Staff has been working with legal on clearing up some confusion in our sign ordinance, section 25-6-6 currently has two parts a small chart/table with permitted used in different zoning districts and language regarding different requirements for heights, names, and nature of occupancy. The chart/table was removed as this information is already in section 25-6-1.6 and the language was added to the end of 25-6-1.6. This change makes the sign ordinance easier to use for both City Staff and the general public when they look on the City website for information on the City's sign ordinance. Staff will continue to review our code and bring corrections or additions back to the Planning Commission for review.

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Conclusion: A motion was made by Gompert and seconded by Zitterkopf to approve the proposed changes to the Sign Code 25-6-1.6 “YEAS”: Weber, Chadwick, Zitterkopf, Aguillo, Gompert, Huber, Wayman, and Estrada. “NAYS”: None. **ABSTAIN:** None. **ABSENT:** Westphal. Motion carried.

ITEM 7B: The Planning Commission opened a public hearing for a proposed ordinance amendment change of Chapter 21, Article 1 in our Subdivision Code, relating to amending or re-platting a final plat, and limiting the number of times a plat can be amended or re-platted (21-1-68).

Staff had previously discussed changing the number of times a final plat can be re-platted or amended. When a property is final platting it is assumed this will be the last time the property will be changed and access and size will be developed as shown on the final plat, but there are times when the original final plat was approved several years back and current circumstances have changed, a new plan may work better with the surrounding development and a change in the layout may be a better fit with the surrounding lots either in size or access onto the property which would be a better fit, a re-plat or amended plat could be filed with the Planning Commission for review and approval with final approval from City Council. In working with the Register of Deeds we have found it is easier for them, title companies, and others to track a property if it is vacated instead of repeatedly re-platted. The George Baltes subdivision is one of the subdivisions that have had several amendments and re-platting making it difficult to research and tract the individual lots as they are sold and resold. Also, when the surveyor re-plats a lot they have to go back to the very beginning and list this in the title of the plat, this can be quite lengthy when it has been platting and changed several times, and if something is missed has to be done over.

Annie Folck, City Planner, did some research with other cities, The City of Kearney does not allow for any replat and the City of Chadron only allows two. In talking with Jean Bauer at the Register of Deeds on how this could be improved, changing our code to allow a minimum of two re-plats/amendments, seems to be a good fit for the City and if more than two requests for change are made an ordinance to vacate will be required to accompany a new final plat for the requested changes, the ordinance and plat can be done simultaneously.

Carl Gilbert, a surveyor for Baker & Associates addressed the Planning Commission; he wants to make sure that the request to vacate will be allowed for smaller partial vacations of final plats. Working on preliminary and final plats can be a challenge when many changes have been made the vacation plat or ordinance allows for a clean process. This can help developers to pre-plan better and have less re-plats in the future development. The Planning Commission asked if the cost of a re-plat would be prohibitive to the developer this would depend on the type of development. A survey can cost anywhere from \$500 to \$5,000 depending on the factors.

The City can check with legal to make sure partial vacates are allowed, the City wants to work with the developers, surveyors, and the register of deeds and will work on making the process easier.

Conclusion: A motion was made by Weber and seconded by Chadwick to make a positive recommendation to City Council to approve the proposed ordinance amendment changes of Chapter 21, Article 1 Amending Sections 21-1-68 of the City’s Subdivision Code relating to the number of times a plat may be re-platted, limiting the number to two. “YEAS”: Weber, Chadwick, Zitterkopf, Aguillo, Gompert, Huber, and Estrada. “NAYS”: Wayman. **ABSTAIN:** None. **ABSENT:** Westphal. Motion carried.

99 **ITEM 7C.** The Planning Commission reviewed a proposed ordinance text change in the City’s Chapter
100 20 Obstruction Code. More and more we are receiving requests for Block parties, usually during
101 Holidays or other special events. Annie Folck has been working with Police Chief, Kevin Spencer on
102 setting guidelines for Block parties. The permit will be checked and approved by the Police Department
103 the permit will require that the need to notify all the neighbors, use proper barricades (provided by
104 Transportation Dept.), no alcohol on the public street, sales of any items will be prohibited, no open
105 fires, and emergency access will be available at all times. Time limits of 10:00 p.m. during week days
106 and 12:00 midnight on holidays and weekends.

107
108 The Planning Commission had concerns about emergency access, want to make sure they are not using
109 vehicles as barricades and the area is kept clear in case of an emergency. Also, asked if there was any
110 language on clean up. A \$250 fine will be imposed if the applicant does not clean up after the party and
111 the City have to come in and clean up.

112
113 **ITEM 8. Unfinished Business:** Updated the Planning Commission on the comprehensive development
114 plan. Taking Request for bids for extension of utilities, where to put in future water and sewer lines, the
115 Army Core of Engineers is also working on a study for the City’s floodplain these two items will help
116 plan where physical limitations are and we will be able to plan for future development of the City.
117 PADD is also working on some of the demographics’ of the City everything we hope will be ready in
118 October and these will all be incorporated into our comprehensive development plan.

119
120 There being no further business, a motion to adjourn was made by Weber and seconded by Gompert. The
121 meeting was adjourned at 6.40 p.m. “**YEAS**”: Gompert, Wayman, Weber, Chadwick, Zitterkopf,
122 Aguallo, Huber, and Estrada. “**NAYS**”: None. **ABSTAIN**: None. **ABSENT**: Westphal. Motion
123 carried.

124
125
126 _____
127 Becky Estrada, Chairperson

128
129 Attest: _____
130 Annie Urdiales



February 20, 2015

City of Scottsbluff
Planning Commission
2525 Circle Drive
Scottsbluff, NE 69361

RE: Hearing – March 9, 2015 – Replatting Changes

Dear Commission Members:

On March 9, 2015, the City of Scottsbluff's Planning Commission will hear from City employees and others concerning changes to the City code which affect the platting and replatting of lots/subdivisions within the City of Scottsbluff. Due to a prior commitment, I am unable to attend this meeting as I will be out of town, but offer this letter in support of the changes requested by Annie Folck.

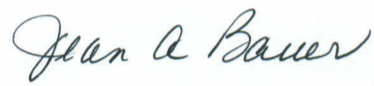
When developing a parcel of property, the builder has a vision for what he wants that parcel to look like once it is fully developed. The builder plats the property into lots to be sold to various buyers for further development. The plat is then filed with the Register of Deeds office creating lots/blocks out of what was previously unplatted ground. In the process of selling those lots to buyers, the seller often realizes that what the vision was for a particular parcel is not going to be workable for the buyer. For example, the buyer needs more land, less land, more frontage, etc. The seller then finds that the lot(s) need to be replatted to accommodate what the buyer wants to build. A surveyor is hired to prepare a new plat (replatting the old lots); the replat goes through the planning commission and is approved; and ultimately the replat is filed at the Register of Deeds office. The buyer purchases the lot(s), builds residential or commercial development, and all is good with the world. Typically, we see a development platted once and then possibly one or two replats on specific lots. The property is never again replatted or altered in any way.

Contrary to the above scenario, we have been seeing an increase in the number of areas which have been replatted upward of five (5) to ten (10) times. For some reason, we cannot seem to understand why this happens, but there are a few areas in town which have fallen into this category. You may be asking why this is an issue. I will try to explain.

City of Scottsbluff
Planning Commission
February 20, 2015
Page Three

I am writing this letter in support of Ms. Folck's request that the City of Scottsbluff limit the number of replats on property. There are many counties/cities across our state which do not allow replats and simply make the property owner go through the process of vacating the previous plat and starting over. It is my understanding the vacation process can be done simultaneously with the approving of a new plat. By limiting the number of replats, you are allowing my office to have cleaner records which are more easily searchable by the public, surveyors, banks, attorneys and title companies. The Scotts Bluff County Register of Deeds office would like to encourage you to approve the limiting of replats.

Sincerely,



Jean A. Bauer
Register of Deeds

/jab
Enclosures

When property is bought, sold and mortgaged, documents are filed at the Register of Deeds office which transfer and mortgage the property. Those documents contain legal descriptions which reference what property is being sold and mortgaged. When we have replat after replat, the legal descriptions on these documents become a problem. Let me give you an example of a property which is confusing:

1. On April 9, 2012, Zitterkopf Subdivision was platted creating Lots 1, 2 and 3.
2. On May 23, 2012, Lots 1-2-3 of Zitterkopf Subdivision were replatted into Lots 1A and 2A, Zitterkopf Subdivision.
3. On November 15, 2012, Lots 1A and 2A, Replat of Lots 1-2-3 Zitterkopf Subdivision were again replatted into Lots 1, 2 and 3, **Block 1**, Zitterkopf Subdivision.

While #1 through #3 above are somewhat confusing, the legal descriptions associated with these replats are even more so. In **#1 above**, the legal would read **Lots 1, 2 and 3, Zitterkopf Subdivision, City of Scottsbluff, Scotts Bluff County, Nebraska**. In **#2 above**, the legal would read **Lots 1A and 2A, Replat of Lots 1, 2 and 3, Zitterkopf Subdivision, City of Scottsbluff, Scotts Bluff County, Nebraska**. In **#3 above**, the legal would read **Lots 1, 2 and 3, Block 1, Replat of Lots 1A and 2A, Replat of Lots 1, 2 and 3, Zitterkopf Subdivision, City of Scottsbluff, Scotts Bluff County, Nebraska**. Honestly, this area is pretty light on the replats compared to what we are experiencing in some other areas. Essentially, each time you replat, you need to refer to that replat in your legal description. The more replats, the more you have for reference on your legal description.

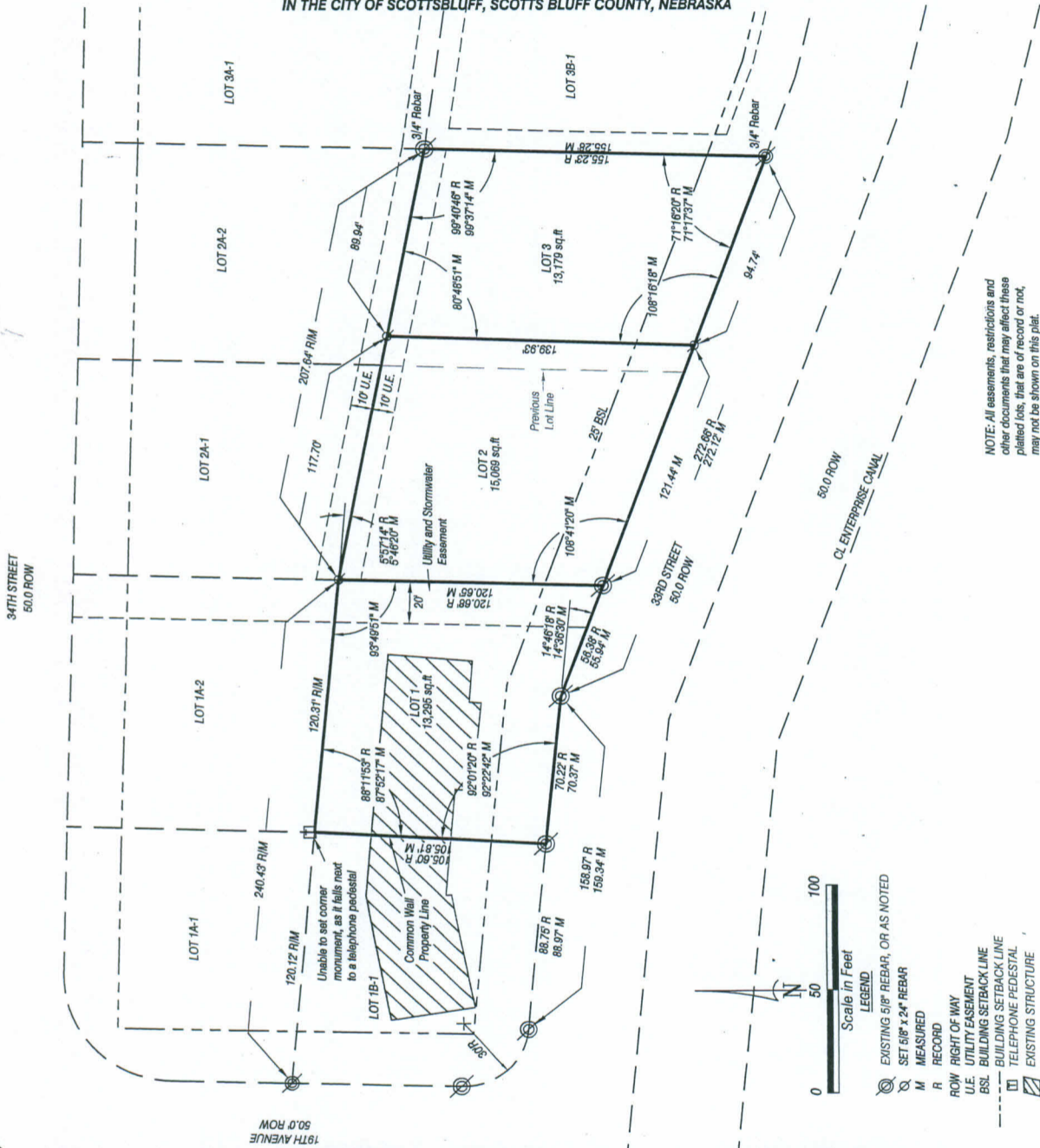
Obviously, this becomes more of an issue with multiple replats, but sometimes with even one replat, the Register of Deeds office experiences problems with filings. In the Zitterkopf Subdivision, you just have these three (3) lots. Imagine having ten (10) blocks with multiple lots in each block, and multiple replats of those lots. The legal descriptions can get pretty dicey and cause error on behalf of banks, attorneys and title companies when filing deeds and deeds of trust.

FINAL PLAT

LOTS 1, 2 AND 3, ZITTERKOPF SUBDIVISION, IN THE CITY OF SCOTTSBLUFF, SCOTTS BLUFF COUNTY, NEBRASKA

SITUATED IN THE NORTHEAST QUARTER OF THE SOUTHEAST QUARTER OF SECTION 13,
TOWNSHIP 22 NORTH, RANGE 55 WEST OF THE 6TH P.M.,
SCOTTS BLUFF COUNTY, NEBRASKA

A PLAT OF VACATED LOTS 4B AND 2B2, BLOCK 1, DITCH NORTH ADDITION,
IN THE CITY OF SCOTTSBLUFF, SCOTTS BLUFF COUNTY, NEBRASKA



NOTE: All easements, restrictions and other documents that may affect these platted lots, that are of record or not, may not be shown on this plat.

Scale in Feet
0 50 100

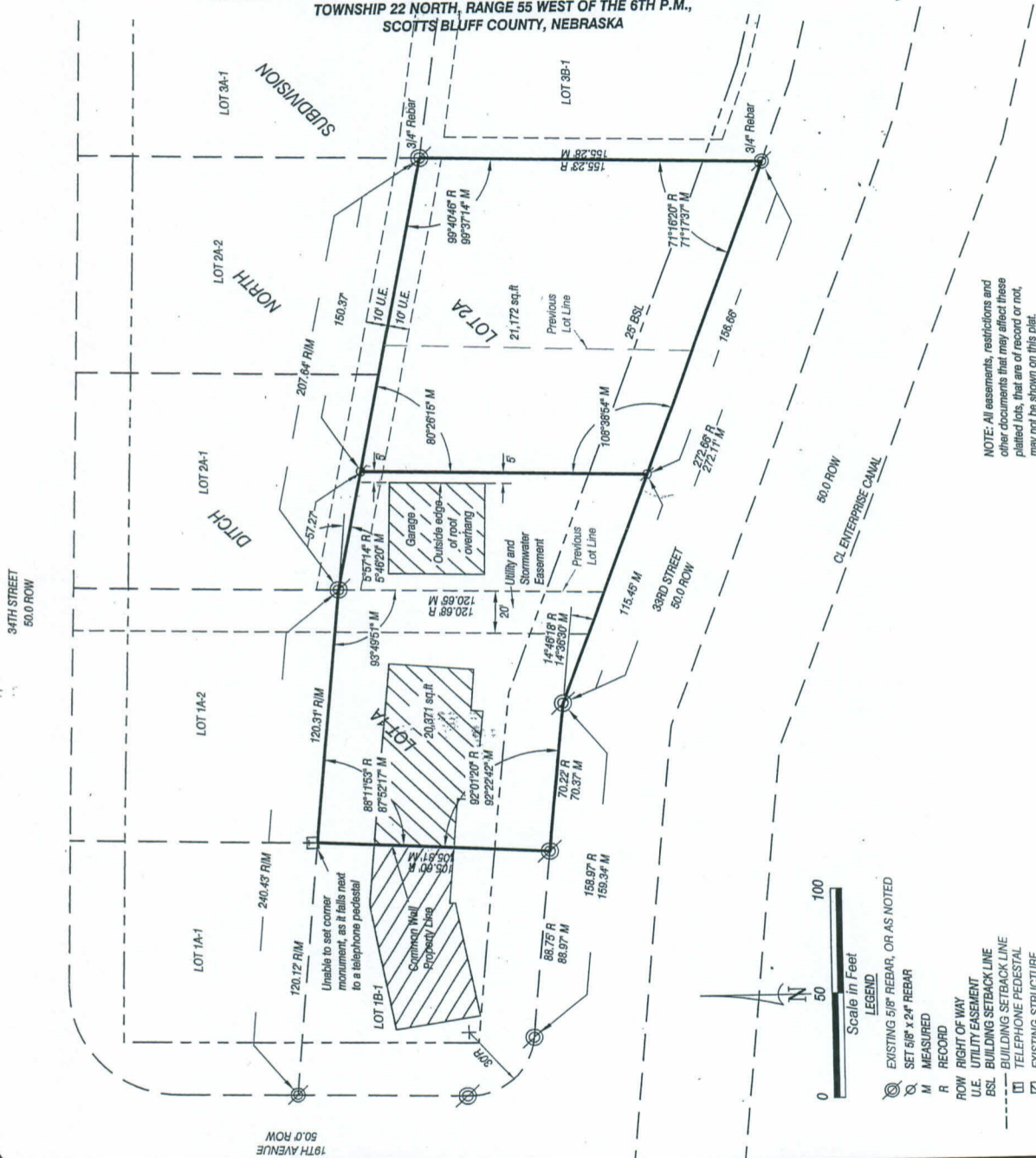
LEGEND:
 ○ EXISTING 5/8" REBAR, OR AS NOTED
 ⊗ SET 5/8" x 24" REBAR
 M MEASURED
 R RECORD
 ROW RIGHT OF WAY
 U.E. UTILITY EASEMENT
 BSL BUILDING SETBACK LINE
 --- BUILDING SETBACK LINE
 ⊞ TELEPHONE PEDESTAL
 ▨ EXISTING STRUCTURE

FINAL PLAT

**LOTS 1A AND 2A, ZITTERKOPF SUBDIVISION,
IN THE CITY OF SCOTTSBLUFF,
SCOTTS BLUFF COUNTY, NEBRASKA**

A REPLAT OF LOTS 1, 2 AND 3, ZITTERKOPF SUBDIVISION,
IN THE CITY OF SCOTTSBLUFF,
SCOTTS BLUFF COUNTY, NEBRASKA

SITUATED IN THE NORTHEAST QUARTER OF THE SOUTHEAST QUARTER OF SECTION 13,
TOWNSHIP 22 NORTH, RANGE 55 WEST OF THE 6TH P.M.,
SCOTTS BLUFF COUNTY, NEBRASKA



NOTE: All easements, restrictions and other documents that may affect these platted lots, that are of record or not, may not be shown on this plat.

City of Scottsbluff, Nebraska

Monday, April 6, 2015

Regular Meeting

Item Pub. Hear.5

Council to conduct a public hearing at 6:05 p.m. to consider an Ordinance regulating neighborhood block parties.

Staff Contact: Annie Folck, City Planner

Agenda Statement

Item No.

For meeting of: April 6, 2015

AGENDA TITLE: Council to consider Ordinance amending municipal code to include permits for the use of Right-of-way and streets for neighborhood block parties

SUBMITTED BY DEPARTMENT/ORGANIZATION: Planning and Zoning

PRESENTATION BY:

SUMMARY EXPLANATION: The City currently allows residents to request to close off streets for Block Parties, but does not have a formalized process for doing so. The proposed ordinance creates a permitting process that will still allow neighborhood block parties while ensuring that emergency services retain access to the area.

BOARD/COMMISSION RECOMMENDATION: N/A

STAFF RECOMMENDATION: Staff recommends approval of this ordinance

EXHIBITS

Resolution Ordinance Contract Minutes Plan/Map

Other (specify) _____

NOTIFICATION LIST: Yes No Further Instructions

APPROVAL FOR SUBMITTAL: _____
City Manager

Rev 3/1/99CClerk

ORDINANCE RECORD

ORDINANCE NO. _____

AN ORDINANCE OF THE CITY OF SCOTTSBLUFF, NEBRASKA AMENDING THE MUNICIPAL CODE TO INCLUDE PERMITS FOR USE OF RIGHT-OF-WAY AND STREETS FOR NEIGHBORHOOD BLOCK PARTIES, AMENDING §6-6-35 REQUIRING A PERMIT FEE FOR NEIGHBORHOOD BLOCK PARTIES, AND ADDING SECTIONS TO CHAPTER 20 SECTION 6 TO INCLUDE APPLICATIONS AND PROCEDURES FOR ISSUING PERMITS FOR NEIGHBORHOOD BLOCK PARTIES, REPEALING ALL PRIOR SECTIONS AND PROVIDING FOR AN EFFECTIVE DATE.

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

Section 1. Chapter 6, Article 6 of the Scottsbluff Municipal Code is amended by repealing the existing language and substituting the following language:

“6-6-35. Use of right-of-way of sidewalks, streets for neighborhood block party, streets for carnivals, bazaars, or the sale of merchandise.

When applying for a permit to use the right-of-way or 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:

Permit to conduct neighborhood block party	50.00
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 2. Chapter 20, Article 6 of the Scottsbluff Municipal Code is amended by adding new Sections 20-6-79 through 20-6-86 to provide as follows:

“(I) NEIGHBORHOOD BLOCK PARTY.

§20-6-79 Neighborhood block party; definition.

For the purpose of this Article, the words “neighborhood block party” shall mean and include any event open to a specific, defined neighborhood or area where no admission fee is charged for attendance; where alcoholic beverages are not sold; where a city street is not closed more than six (6) hours; where the use of kybos/portapotties is not necessary; and where no other use of right of way permit is needed.

Any organization, private or public, or individual desiring to exclusively use a street or part thereof for a neighborhood block party must complete a block party application and submit the same to the Scottsbluff City Police Department at least thirty (30) days prior to the event. The application must include a map of the specific area to be used and blocked off and shall, unless otherwise directed by the Police Department, be from cross section to cross section so that no traffic can turn onto the closed street.

§20-6-80 Permit; application; contents.

The application for a neighborhood block party shall set forth on a form to be furnished by the Police Chief or the Chief’s designee:

- (1) The name, address, telephone number, and email address of the person or persons seeking to conduct the neighborhood block party,
- (2) The date and time of the neighborhood block party, and
- (3) The location of the neighborhood block party and which street or streets are requested to be used.

§20-6-81 Permit; standards for issuance.

The Police Chief or the Chief’s designee shall issue a permit as provided for hereunder when, from a consideration of the application and from such other information as otherwise obtained, he or she finds that:

- (1) All the addresses within the block party perimeter/boundary and all addresses affected by the neighborhood block party have been informed about the block party and have signed an event notification sheet.
- (2) Street closure requires the approval of the Police Chief or the Chief’s designee. MUTCD approved signs, barricades, cones and the like shall be used for all street closures and must be obtained from the parks department of the City of Scottsbluff. If the parks department of the City of Scottsbluff is unable to supply the approved

ORDINANCE RECORD

signs, barricades, cones and the like, because of other uses or because of other neighborhood block parties, then the Police Chief or the Chief's designee shall deny the applied for permit for that date.

- (3) Neighborhood block parties shall only be approved on local residential streets. Arterials, collectors, emergency snow routes or other streets necessary for traffic safety cannot be blocked.
- (4) Emergency vehicle access must be maintained at all times. Participants in the neighborhood block party shall not park cars or place other obstructions, including fireworks, which prevent emergency vehicle access.
- (5) On street parking shall not block driveways, fire hydrants, or travel lanes at any time.
- (6) If legal fireworks are used in the neighborhood block party, they must comply with all ordinance and code requirements of the City of Scottsbluff.
- (7) No open fires shall be allowed. Fires may be used for cooking only and must be screened. Smoke must be minimalized so as not to be deemed a nuisance; if deemed a nuisance, the fire shall be extinguished.
- (8) Amplified music shall not be permitted unless a noise permit is obtained pursuant to the Scottsbluff Municipal Code. Applicants must contact the city clerk for a noise permit.
- (9) Tents and canopies shall not be allowed on public property, streets or right-of-way.
- (10) Alcoholic beverages may be consumed on private property only. Alcoholic beverages cannot be sold at the neighborhood block party.
- (11) Block parties shall end at 10:00 p.m. on weekdays and at 12:01 a.m. on the weekends and holidays.
- (12) Traffic barricades shall be removed and all party refuse, materials, and garbage shall be cleaned from the streets, sidewalks, and front yards within one hour of the end of the party. If the City of Scottsbluff is required to clean any neighborhood block party area, the applicant or applicants shall be charged a \$250 cleaning fee.
- (13) No activity shall be conducted that conflicts with Federal, State, County, and/or City ordinances or regulations.
- (14) Applicants agree that the City of Scottsbluff and its official representatives shall not be held responsible for any and all claims or losses, which may occur as a result of the neighborhood block party.
- (15) The City of Scottsbluff will evaluate the conformance to these standards, which may affect future applications for a neighborhood block party at any applied for location.
- (16) The issued neighborhood block party permit shall be available on-site upon demand from any City of Scottsbluff official, police officer or firefighter. Failure to do so shall terminate and revoke any permit for a neighborhood block party immediately.
- (17) The City of Scottsbluff has the right to revoke the permit for any neighborhood block party if it is determined that the neighborhood block party is detrimental to public morals or public welfare.

§20-6-82 Permit; decision and timing on application.

The Police Chief or the Chief's designee shall act upon an application within five (5) working days after the filing thereof. Applications must be submitted to the police department a minimum of thirty (30) days in advance of the neighborhood block party. If the Police Chief or the Chief's designee disapproves the application, he or she shall mail one of the applicants within five (5) days after the date upon which the application was filed, a notice of the denial, stating the reason for the denial of the permit. Such notice shall be mailed to an applicant at his or her address given in the application.

§20-6-83 Alternate permit.

The Police Chief or the Chief's designee, in denying an application for a neighborhood block party permit, may authorize the neighborhood block party on a date, at a time, or at a location different from that named by the applicant, and if the applicant desires to accept the proposed date, time and location, they shall notify the Police Department within two (2) days after the notice of the action of the Police Chief or the Chief's designee. The permit applied for shall conform to the other requirements of this Chapter. The alternate dates may arise depending upon the availability of MUTCD approved signs, barricades, cones used for street closures.

§20-6-84 Permit application authority.

The Police Chief or the Chief's designee shall have authority, in his or her sole discretion, to consider any application for a permit to conduct a neighborhood block party which is filed less than thirty (30) days before the date such neighborhood block party is proposed to be conducted.

ORDINANCE RECORD

Immediately upon granting the neighborhood block party permit, the Police Chief or the Chief's designee shall send a copy thereof to an applicant at the address listed in the application and shall also send a copy to the City of Scottsbluff Code Enforcement Officers and City of Scottsbluff Parks Department.

§20-6-85 Permit; revocation.

The Police Chief or the Chief's designee shall have authority to revoke a neighborhood block party permit if he or she finds that the standards for issuance set forth in this Article will not, or probably will not, be met notwithstanding the exercise of reasonable diligence on the part of the police department. The Police Chief or the Chief's designee, on the date of revocation of a permit, shall mail or deliver the permittee a notice in writing of the revocation stating the reasons therefore.

§20-6-86 Permit; appeal.

Any person aggrieved shall have the right to appeal the denial or revocation of a neighborhood block party permit to the City Council. The appeal shall be taken by filing a notice thereof with the City Clerk within ten (10) days after the mailing or delivery of the notice of denial or revocation. The City Council shall act upon the appeal within ten (10) days after its receipt."

Section 3. Previously existing Section 6-6-35 and all other Ordinances and parts of Ordinances in conflict therewith are repealed. Provided, however, this Ordinance shall not be construed to affect any rights, liabilities, duties or causes of action, either criminal or civil, existing or actions pending at the time when this Ordinance becomes effective.

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

PASSED AND APPROVED on _____, 2015.

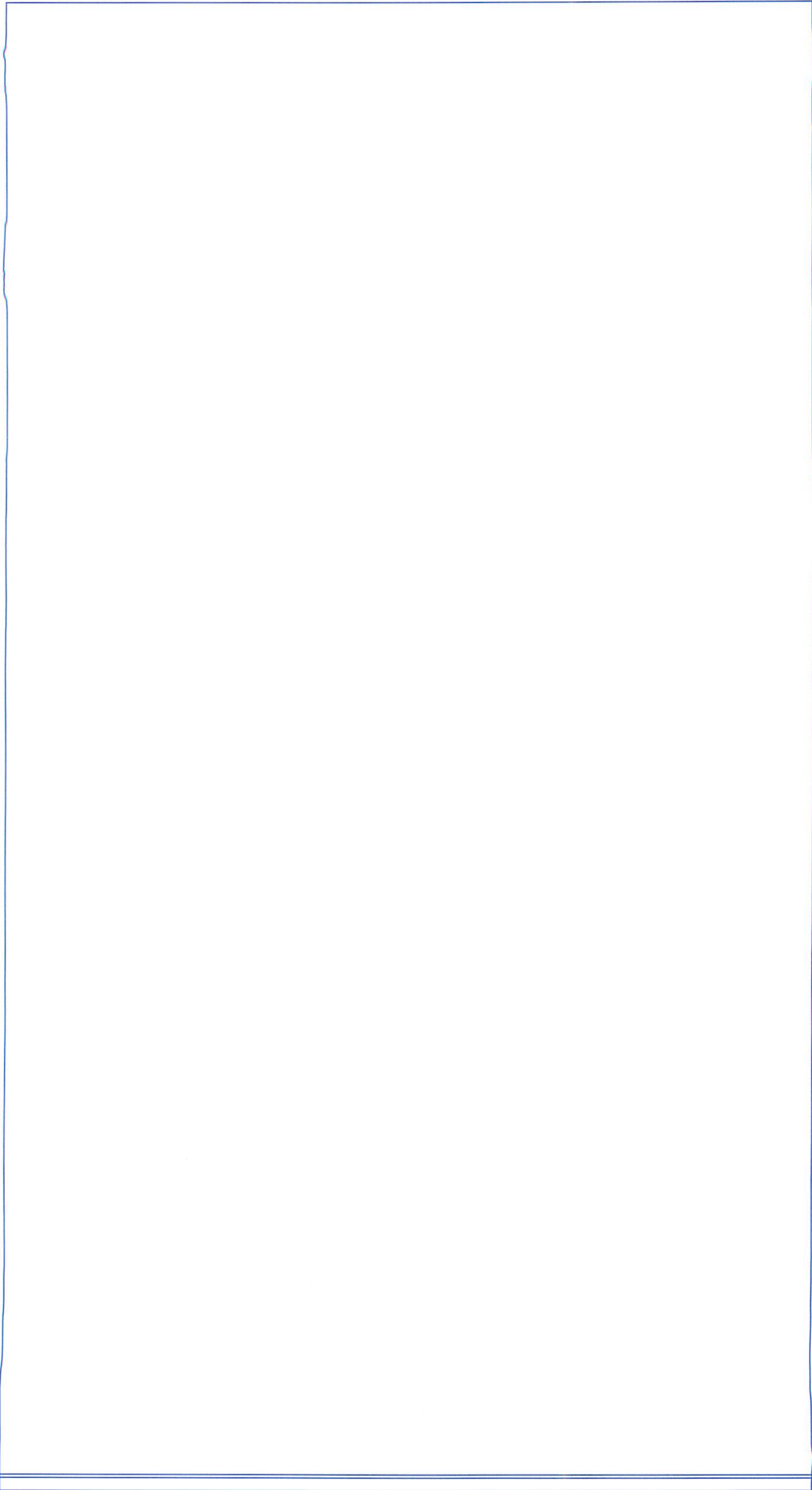
Mayor

ATTEST:

APPROVED:

City Clerk (Seal)

City Attorney



ORDINANCE RECORD

NEIGHBORHOOD BLOCK PARTY INSTRUCTIONS

Purpose/Use:

The requested use is for a **community purpose** and is not for the purpose of advertising any products, goods, or events, and is not designed to be held for private profit.

Locations:

Neighborhood block parties must be located within residential zoned areas. Neighborhood block parties will only be approved on local residential streets. Arterials, collectors, or other roadways necessary for traffic safety cannot be blocked off. The most acceptable locations are dead end streets, circle streets, or "T" intersection streets leading to a cul-de-sac.

Limits:

Each neighborhood block party permit shall be limited to a maximum of one block in length or to the nearest two roadway intersections where no cross streets exist. Barricade placements shall be at the street intersections and no mid-block closures shall be allowed.

Hours of Party:

Maximum length of time allowed will be 6 hours - starting no earlier than 10:00 a.m. and ending no later than 10:00 p.m. on weekdays, except on holidays or weekends, when it shall end at 12:01 a.m.

Fee:

\$50.00 - by check only, non-negotiable, payable in advance, when the application is filed which helps defray the associated cost of barricades, delivery and pickup.

Residential Survey:

Prior to filling out an application for a neighborhood block party, **all affected residents adjoining the requested street closure MUST be contacted prior to the event and surveyed for approvals.**

Application Time:

Return completed application and residential survey to the Police Department **at least 30 days in advance of said neighborhood block party.**

Responsibility:

The applicant, in consideration of the permit being granted, agrees to hold harmless the City of Scottsbluff and its officers and employees from all claims, demands, suits, actions, payments, liability, and judgments, because of bodily injury or property damage caused by an accident arising out of the private use of the street.

The applicant, in further consideration of the permit being granted, agrees to reimburse the City of Scottsbluff for any and all damage to or loss of City property in his/her possession or in his/her control under this permit. The applicant agrees to clean the permitted area of all

paper products, glass, plastic, and trash and debris following the end of the Neighborhood Block Party event. If the applicant fails to do so, the applicant may be charged a \$250.00 clean up fee. The applicant further agrees to immediately report to the City of Scottsbluff Code Enforcement Officers and City of Scottsbluff Parks Department or to the Scottsbluff Police Department any visible or potential damage to City property which may have occurred during the neighborhood block party event or cleanup actions thereafter.

No Alcoholic Beverages on City Property.

Barricades:

The Parks Department will deliver barricades and/or traffic control devices to the applicants address prior to the neighborhood block party. Applicant shall be responsible to set out and remove all barricades and/or traffic control devices in accordance with the location and time specified on the permit. Parks Department will then pick up the barricades and/or traffic control devices only from the applicants listed address. Barricades and/or traffic control devices will normally be delivered on day prior to the event and picked up the day after the neighborhood block party. If the neighborhood block party is scheduled during a weekend, barricades and/or traffic control devices will be delivered the Friday before and picked up the following Monday. Parks Department reserves the right to limit quantities and adjust delivery and pickup times during emergencies, holidays and times of high demand.

Notification:

The Police Department will notify you by mail upon approval or denial of the application. Upon approval, the Police Department will make the necessary contacts within Parks Department for barricade and/or traffic control device deliveries and notifications of Street closures.

Should you have any other questions concerning this permit request, please contact the:

Scottsbluff Police Department
1801 Avenue B
Scottsbluff, NE 69361
(308) 630-6261
between the hours of **8 a.m. to 4:30 p.m. M-F.**

NEIGHBORHOOD BLOCK PARTY PERMIT; RESIDENTIAL SURVEY

_____ has requested a Permit for Private Use of the Street & Sidewalks on _____ (Street, Road, Circle, etc.) from _____ to _____ (Street, Road, Circle, etc.) for the purpose of a _____ (Type of Community Event), to be held on _____ (Date) from the hours of _____ (am / pm) to _____ (am / pm) and shall affect the _____ (# of homes), _____ (# of apartments) along said street. Should you have any other questions concerning this permit request, please contact the:

Scottsbluff Police Department
 1801 Avenue B
 Scottsbluff, NE 69361
(308) 630-6261,
 between the hours of **8 a.m. to 4:30 p.m. M-F**

Residents Name	Address	Phone Number	Approval Yes/No	Date

****100% approval of the adjoining residents is not required for the granting of the permit by the City of Scottsbluff Parks Department, however 100% of the adjacent residents must be notified. Approvals may be used to modify or adjust the conditions, time and dates applied for.****

NEIGHBORHOOD BLOCK PARTY APPLICATION
FEE: \$50.00 (due when filing application - check only)

FILE AT LEAST TWO WEEKS IN ADVANCE OF EVENT

RETURN TO: SMC Chapter _____
 Police Department
 1801 Avenue B
 Scottsbluff, NE 69361

Please PRINT using blue or black ink only

APPLICANT'S INFORMATION

NAME:			
ADDRESS:			
ZIP:		DAYTIME PHONE #:	

ORGANIZATION HEADQUARTERS INFORMATION (if applicable)

NAME:			
ADDRESS:			
ZIP:		PHONE #:	
CONTACT PERSON:		DAYTIME PHONE #:	

EXACT NATURE of the proposed use: _____
 _____ EXACT
 LOCATION for which the use is requested (i.e., 10th St., from "A" to "B" St. _____

DATE REQUESTED FOR THE USE: _____
 HOURS REQUESTED FOR THE USE (6 HOUR MAXIMUM; MUST FALL BETWEEN 10 A.M.
 AND END BY 10 P.M.): _____

HOLD HARMLESS AGREEMENT

The applicant, in consideration of the permit being granted agrees to hold harmless the City of Scottsbluff and its officers and employees from all claims, demands, suits, actions, payments, liability, and judgments, because of bodily injury or property damage caused by an accident arising out of the private use of the street.

The applicant, in further consideration of the permit being granted, agrees to reimburse the City of Scottsbluff for all damage to or loss of City property in his/her possession or in his/her control under this permit. The applicant agrees to clean the permitted area of all paper products, glass, plastic, trash and debris following the end of the neighborhood block party event. If the applicant does not do so, the applicant acknowledges it can be charged \$250.00 clean up fee by the City of Scottsbluff. The applicant further agrees to immediately report to the City of Scottsbluff Code Enforcement Officers and City of Scottsbluff Public Works Department or to the Scottsbluff Police Department any visible or potential damage to City property which may have occurred during the neighborhood block party event or cleanup actions thereafter.

I, the applicant, also certify the I have contacted all residents affected by this street closure and have informed them of my intentions.

NO ALCOHOLIC BEVERAGES ON CITY PROPERTY.

Dated this ____ day of _____, 20__.

Signature of applicant or Legal Capacity of Applicant if Representing an Organization

Additional Comments by Applicant: _____

NOTE: If approved, Applicant will receive a permit by mail. If the application request is received too late, applicant may be required to come into the Scottsbluff Police Department to pick up the permit. If approved, Scottsbluff Police Department will send copies to the Public Works for barricades and/or traffic control devices and Planning and Development Department. The \$50.00 fee helps to defray associated costs of barricade and/or traffic control device delivery and pickup.

FOR CITY USE ONLY

Fee: \$50.00 Date Paid: _____ Check (Check #: _____)

Approved?

Y N Public Works: _____

Comments: _____

Planning Commission Minutes
Regular Scheduled Meeting
March 9, 2015
Scottsbluff, Nebraska

The Planning Commission of the City of Scottsbluff, Nebraska met in a regular scheduled meeting on Monday, March 9, 2015, 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 February 27, 2015. 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: Anita Chadwick, Jim Zitterkopf, Angie Aguallo, Callan Wayman, David Gompert, Henry Huber, and Becky Estrada. Absent: Mark Westphal and Dana Weber. 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 bookcase 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 February 9, 2015 were reviewed and approved. A motion was made to accept the minutes by Gompert, and seconded by Huber. "YEAS": Zitterkopf, Chadwick, Aguallo, and Estrada. "NAYS": None. ABSTAIN: None. ABSENT: Westphal and Weber. Motion carried.

NOTE: Commissioner Dana Weber arrived at 6:05 p.m.

ITEM 7A: The Planning Commission opened a public hearing for proposed ordinance text changes in Chapter 25 dealing with Signs and amending 25-6-1.6 setting forth additional restrictions in signs and repealing and removing a portion of 25-6-6. Staff has been working with legal on clearing up some confusion in our sign ordinance, section 25-6-6 currently has two parts a small chart/table with permitted used in different zoning districts and language regarding different requirements for heights, names, and nature of occupancy. The chart/table was removed as this information is already in section 25-6-1.6 and the language was added to the end of 25-6-1.6. This change makes the sign ordinance easier to use for both City Staff and the general public when they look on the City website for information on the City's sign ordinance. Staff will continue to review our code and bring corrections or additions back to the Planning Commission for review.

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Conclusion: A motion was made by Gompert and seconded by Zitterkopf to approve the proposed changes to the Sign Code 25-6-1.6 “YEAS”: Weber, Chadwick, Zitterkopf, Aguillo, Gompert, Huber, Wayman, and Estrada. “NAYS”: None. **ABSTAIN:** None. **ABSENT:** Westphal. Motion carried.

ITEM 7B: The Planning Commission opened a public hearing for a proposed ordinance amendment change of Chapter 21, Article 1 in our Subdivision Code, relating to amending or re-platting a final plat, and limiting the number of times a plat can be amended or re-platted (21-1-68).

Staff had previously discussed changing the number of times a final plat can be re-platted or amended. When a property is final platting it is assumed this will be the last time the property will be changed and access and size will be developed as shown on the final plat, but there are times when the original final plat was approved several years back and current circumstances have changed, a new plan may work better with the surrounding development and a change in the layout may be a better fit with the surrounding lots either in size or access onto the property which would be a better fit, a re-plat or amended plat could be filed with the Planning Commission for review and approval with final approval from City Council. In working with the Register of Deeds we have found it is easier for them, title companies, and others to track a property if it is vacated instead of repeatedly re-platted. The George Baltes subdivision is one of the subdivisions that have had several amendments and re-platting making it difficult to research and tract the individual lots as they are sold and resold. Also, when the surveyor re-plats a lot they have to go back to the very beginning and list this in the title of the plat, this can be quite lengthy when it has been platting and changed several times, and if something is missed has to be done over.

Annie Folck, City Planner, did some research with other cities, The City of Kearney does not allow for any replat and the City of Chadron only allows two. In talking with Jean Bauer at the Register of Deeds on how this could be improved, changing our code to allow a minimum of two re-plats/amendments, seems to be a good fit for the City and if more than two requests for change are made an ordinance to vacate will be required to accompany a new final plat for the requested changes, the ordinance and plat can be done simultaneously.

Carl Gilbert, a surveyor for Baker & Associates addressed the Planning Commission; he wants to make sure that the request to vacate will be allowed for smaller partial vacations of final plats. Working on preliminary and final plats can be a challenge when many changes have been made the vacation plat or ordinance allows for a clean process. This can help developers to pre-plan better and have less re-plats in the future development. The Planning Commission asked if the cost of a re-plat would be prohibitive to the developer this would depend on the type of development. A survey can cost anywhere from \$500 to \$5,000 depending on the factors.

The City can check with legal to make sure partial vacates are allowed, the City wants to work with the developers, surveyors, and the register of deeds and will work on making the process easier.

Conclusion: A motion was made by Weber and seconded by Chadwick to make a positive recommendation to City Council to approve the proposed ordinance amendment changes of Chapter 21, Article 1 Amending Sections 21-1-68 of the City’s Subdivision Code relating to the number of times a plat may be re-platted, limiting the number to two. “YEAS”: Weber, Chadwick, Zitterkopf, Aguillo, Gompert, Huber, and Estrada. “NAYS”: Wayman. **ABSTAIN:** None. **ABSENT:** Westphal. Motion carried.

99 **ITEM 7C.** The Planning Commission reviewed a proposed ordinance text change in the City’s Chapter
100 20 Obstruction Code. More and more we are receiving requests for Block parties, usually during
101 Holidays or other special events. Annie Folck has been working with Police Chief, Kevin Spencer on
102 setting guidelines for Block parties. The permit will be checked and approved by the Police Department
103 the permit will require that the need to notify all the neighbors, use proper barricades (provided by
104 Transportation Dept.), no alcohol on the public street, sales of any items will be prohibited, no open
105 fires, and emergency access will be available at all times. Time limits of 10:00 p.m. during week days
106 and 12:00 midnight on holidays and weekends.

107
108 The Planning Commission had concerns about emergency access, want to make sure they are not using
109 vehicles as barricades and the area is kept clear in case of an emergency. Also, asked if there was any
110 language on clean up. A \$250 fine will be imposed if the applicant does not clean up after the party and
111 the City have to come in and clean up.

112
113 **ITEM 8. Unfinished Business:** Updated the Planning Commission on the comprehensive development
114 plan. Taking Request for bids for extension of utilities, where to put in future water and sewer lines, the
115 Army Core of Engineers is also working on a study for the City’s floodplain these two items will help
116 plan where physical limitations are and we will be able to plan for future development of the City.
117 PADD is also working on some of the demographics’ of the City everything we hope will be ready in
118 October and these will all be incorporated into our comprehensive development plan.

119
120 There being no further business, a motion to adjourn was made by Weber and seconded by Gompert. The
121 meeting was adjourned at 6.40 p.m. “**YEAS**”: Gompert, Wayman, Weber, Chadwick, Zitterkopf,
122 Aguallo, Huber, and Estrada. “**NAYS**”: None. **ABSTAIN**: None. **ABSENT**: Westphal. Motion
123 carried.

124
125
126 _____
127 Becky Estrada, Chairperson
128
129 Attest: _____
130 Annie Urdiales

City of Scottsbluff, Nebraska
Monday, April 6, 2015
Regular Meeting

Item Bids1

**Council to award the bid for a new refuse truck for
Environmental Services to Floyds / Elliott Equipment Company in
the amount of \$161,830.00.**

Staff Contact: Mark Bohl, Public Works Director

Agenda Statement

Item No.

For meeting of: April 6, 2015

AGENDA TITLE: Consideration of bid tabulation & awarding of bid for One (1) New Rear Load Collection Vehicle for the Environmental Service Department.

SUBMITTED BY DEPARTMENT/ORGANIZATION: Environmental Services

PRESENTATION BY: Mark Bohl, Public Works Director.

SUMMARY EXPLANATION: Bid's were received on March 24, 2015 for one (1) new Rear load collection vehicle. We received 3 bids to furnish this refuse truck. My recommendation to fill this bid goes to Floyd's/ Elliot Equipment. The price is the highest, but it also has things that we needed that comes standard on this bid. They are offering us a 5 year warranty on the cylinders, that alone would cost \$4,500 to replace, and there is three cylinders on that truck. This truck is the same as what we have know, so the parts would fit both trucks. This would make keeping part on hand more cost effective. Elliott's customer service has been great to work with in the past.

BOARD/COMMISSION RECOMMENDATION:

STAFF RECOMMENDATION: Approval of bid goes to Floyd's/ Elliott Equipment for the amount of \$161,830.

EXHIBITS

Resolution Ordinance Contract Minutes Plan/Map

Other (specify) Bid Tabulations.

NOTIFICATION LIST: Yes No Further Instructions

APPROVAL FOR SUBMITTAL: _____
City Manager

Rev 3/1/99CClerk



SCOTTSBLUFF, NE
 PO BOX 490
 SCOTTSBLUFF, NE 69363
 308-632-2911
 FAX 308-632-5634
 1-800-658-4052

SIDNEY, NE
 818 HOFFIES DRIVE
 SIDNEY, NE 69162
 308-254-5956
 FAX 308-254-6389

CHEYENNE, WY
 221 EAST 1ST STREET
 CHEYENNE, WY 82007
 307-638-3911
 FAX 307-632-3275
 1-866-600-3911

SCOTTSBLUFF • SIDNEY • CHEYENNE

See All Our Trucks At www.floydstrucks.com



CITY OF SCOTTSBLUFF
 PRICE SHEET

DATE 3-24-15



③ BIDS INCLUDED IN THIS PACKAGE ALL BIDS ARE
 WITH: 1) NEW 2016 FREIGHTLINER M2-106 TRUCK CHASSIS



THIS TRUCK MEETS ALL BID SPECS

PLEASE READ ALL BODY SPEC!



BID #1

NORTHERN TRUCK + EQUIPMENT CORP RAPID CITY SD.

1) NEW HEIL 32 YARD DP 5000 REAR LOADER REFUSE PACKER

PRICE INCLUDING TRADE: \$158,489



BID #2

ELLIOTT EQUIPMENT CO LINCOLN NE

1) NEW KING COBRA 32 YARD REAR LOADER REFUSE PACKER

PRICE INCLUDING TRADE: \$161,830



Reyes
 Trailers

BID #3

KOIS BROTHERS EQUIPMENT CO. DENVER CO

1) NEW HEIL 32 YARD 5000 REAR LOADER REFUSE PACKERS

PRICE INCLUDING TRADE: \$157,695



STATE OF MISSOURI

COMMISSIONERS OF THE LAND OFFICE
STATE OF MISSOURI
COLUMBIA, MISSOURI

STATE OF MISSOURI

COMMISSIONERS OF THE LAND OFFICE
STATE OF MISSOURI
COLUMBIA, MISSOURI

1893

STATE OF MISSOURI

COMMISSIONERS OF THE LAND OFFICE
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COLUMBIA, MISSOURI

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STATE OF MISSOURI

City of Scottsbluff, Nebraska
Monday, April 6, 2015
Regular Meeting

Item Bids2

Council to approve the justification and authorize purchase of a new heater for Westmoor Pool and authorize payment from the contingency fund.

Staff Contact: Perry Mader, Park and Rec Director

Agenda Statement

Item No.

For meeting of: April 6th, 2015

AGENDA TITLE: Council to approve the purchase of a new heater for the Westmoor Pool.

SUBMITTED BY DEPARTMENT/ORGANIZATION: Parks and Recreation

PRESENTATION BY: City Manager Rick Kuckkahn

SUMMARY EXPLANATION: The Parks and Recreation Department would like to purchase a new heater for the Westmoor Swimming Pool. The old unit is beyond repair. The heater is a very specified piece of equipment made by Lochinvar. We recommend that we replace it with the same make and model to save time and money. Going with another unit would be more expensive as we would have to redo the plumbing and electrical.

EXHIBITS

Resolution

Ordinance

Contract

Minutes

Plan/Map

Other (specify) _____

NOTIFICATION LIST: Yes No Further Instructions

APPROVAL FOR SUBMITTAL: _____

City Manager

Rev 3/1/99CClerk

Mr. Perry Mader, Parks and Rec Director
City of Scottsbluff
2525 Circle Drive
Scottsbluff, NE 69361

July 15, 2013

RE: Westmore Pool
Replacement Recommendation
Mr. Mader:

Per your request, we have evaluated the above referenced pool heater. It appears that the existing heater which was installed at the time of the pool installation has met its useful life. Based on its condition and operation, the heater appears to be an appropriate make and model and has proven to meet the needs of the facility.

We have experience with other public pools and helping communities continue a path of fiscally responsible maintenance practices. It has been our experience with equipment replacement projects that if we recommend that facilities stay with the same or like equipment, the replacement costs become minimal. With that, we would recommend that the existing Lockinver CPN2070 pool heater be replaced with a Lockinver CPN2072 heater which is considered the current version of the existing heater. With that, if the City could purchase the heater and have it delivered to the facility, any local plumbing contractor should be able to simply disconnect the existing heater and install the new one at minimal costs. It appears that the water piping and connections, gas connections and electrical requirements are located in the same positions and the footprint of the new model matches the existing. This should be verified with the Lochinvar distributor prior to order.

If bids are necessary to meet the City's procurement procedures, a detailed room schematic and set of performance specifications should be developed to allow bidders to complete a competitive and comparable bid.

Please feel free to contact me with any questions or comments.

Respectfully Submitted,

FOR THE FIRM OF
M.C. SCHAFF & ASSOCIATES

David Schaff, P.E.

City of Scottsbluff, Nebraska

Monday, April 6, 2015

Regular Meeting

Item Public Inp1

Council to consider a Business Promotional Event Permit for the “Farmers Market” at the mini-park and a portion of East 18th St. from Broadway 1st Ave. on Saturday mornings, 6-6-15 through 9-26-15, 7 a.m. to noon. The permit includes closure of 18th St. between Broadway and 1st Ave.

Staff Contact: Cindy Dickinson, City Clerk

**APPLICATION
COMMUNITY FESTIVAL, BUSINESS PROMOTIONAL EVENT, CARNIVAL
PERMIT**

To be filed with the city Clerk at least 14 days, but no more than one year before proposed event.

1. Downtown Scottsbluff Association
(name of sponsoring organization)
PO Box 28 Scottsbluff, NE 308-632-6407
(street) (city) (state) (telephone number)
Katrina Tylee 308-225-0822
(chairperson responsible for event) (day telephone number)

2. _____
(name of co-sponsoring organization)

(street) (city) (state) (telephone number)

(contact person) (day telephone number)

3. **Event Information**
Downtown Scottsbluff Farmers' Market (18th Street Farmers' Market)
(name of event)
Every Saturday June 6 - Sept 27th (time(s) of event) 8am - 11am
(date(s) of event)
Mini-park Downtown/Parking lot/18th Street from Broadway to 1st AVE
(location of event)

4. **Activity Information**
Describe general activities including whether there will be any vendors, music, loudspeakers. Serving or selling of alcoholic beverages*, etc.)

Vendors selling produce, baked goods, meat and eggs, and other misc items.

*If alcoholic beverages will be sold or served, a special permit will be required. The applicant should contact the City Clerk for more information.

5. **Street Closure**
7am. - 12pm 18th Street from Broadway to 1st AVE

Please note any streets to be closed and the times required for closure

6. **Flags/Banners/Signs**

7. **Carnivals - If event includes a carnival, the next sheet should be completed.**

8. Have you provided for a public liability insurance policy naming the City as additional insured? Yes X No _____

Community Festival/Business Promotion

Street Carnival

\$200,000 for one person
\$500,000 for any one accident
\$ 50,000 for injuries to property

\$ 800,000 for one person
\$2,000,000 for any one accident
\$ 200,000 for injuries to property

9. Have you provided either a \$2,500.00 cash deposit or surety bond for clean up. (This will be returned after it is determined that no repairs or clean up is required by City).

Yes _____ No X _____

I (We) agree to abide by all regulations as stated in the Scottsbluff Municipal code regulating this permit.

Dated: 03/16/2015

Signed:

Downtown Scottsbluff Assoc.
(name of sponsoring organization)


(signature of authorized representative of sponsoring organization)

(name of co-sponsoring organization)

(signature of authorized representative of co-sponsoring organization)

City of Scottsbluff, Nebraska

Monday, April 6, 2015

Regular Meeting

Item Public Inp2

Council to receive an update on the Nebraska Public Power District transmission line.

Staff Contact: Rick Kuckkahn, City Manager



Nebraska Public Power District

"Always there when you need us."

Scottsbluff City Council-Update

April 6, 2015

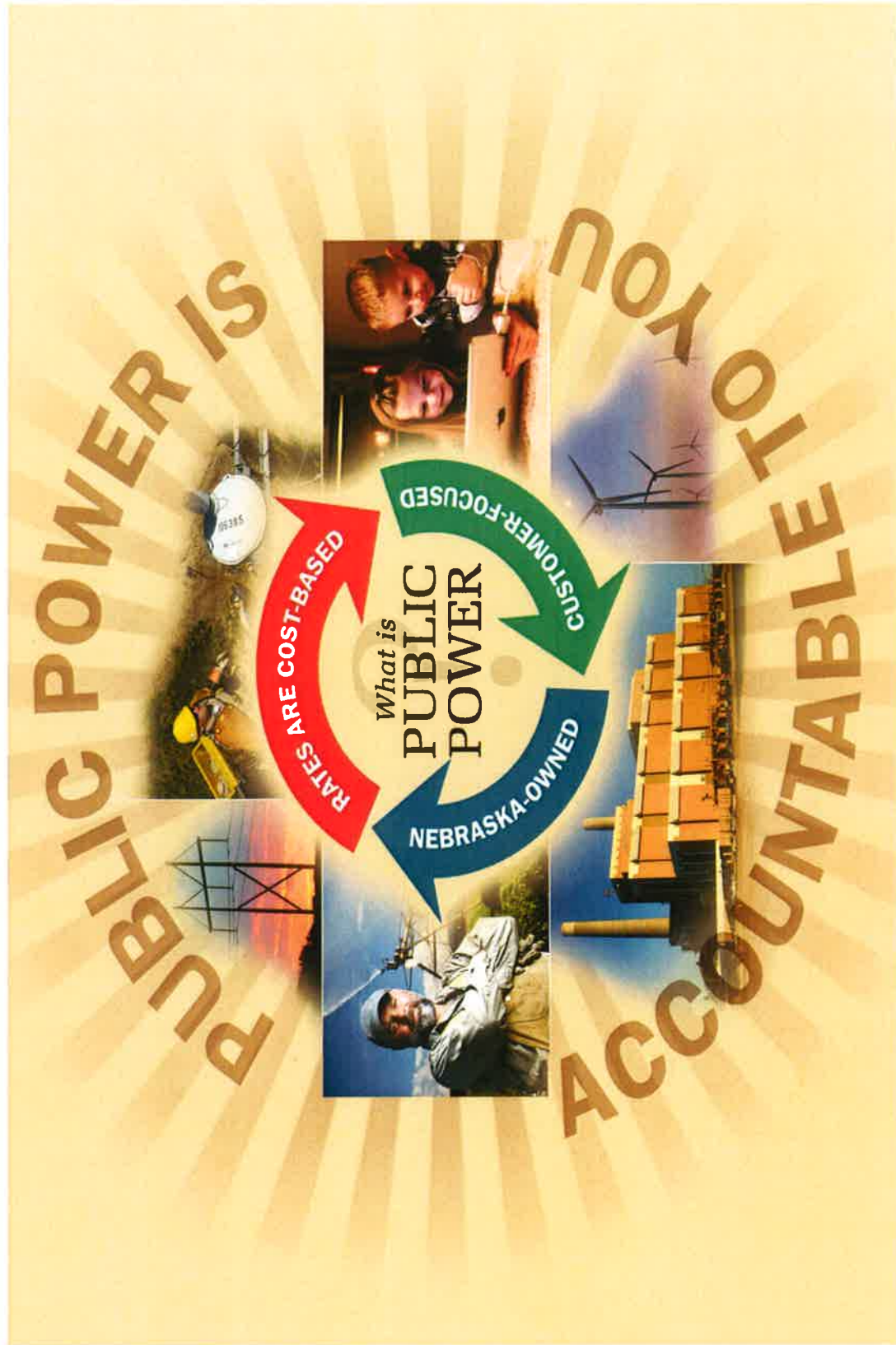
Terry Rajewich, Account Manager

RELIABILITY / RATE POSITION / RELATIONSHIPS





Overview





Overview

- Nebraska Public Power District (NPPD) is a public corporation and political subdivision of the state of Nebraska.
- NPPD was formed on January 1, 1970 with the merger of the Consumers Public Power District, Platte Valley Public Power & Irrigation District plus purchase of assets owned by the Nebraska Public Power System.
- NPPD is the largest electric utility in the state in terms of gross revenue, kilowatt-hour sales and geographic areas served, either at retail or wholesale.



Overview

OUR VISION

DEDICATED TO ENHANCING THE QUALITY
OF LIFE FOR NEBRASKANS NOW,
AND IN THE FUTURE.

OUR MISSION

SAFELY GENERATE AND DELIVER RELIABLE,
LOW-COST, SUSTAINABLE ENERGY AND
PROVIDE OUTSTANDING CUSTOMER SERVICE.



Nebraska Public Power District

Always there when you need us



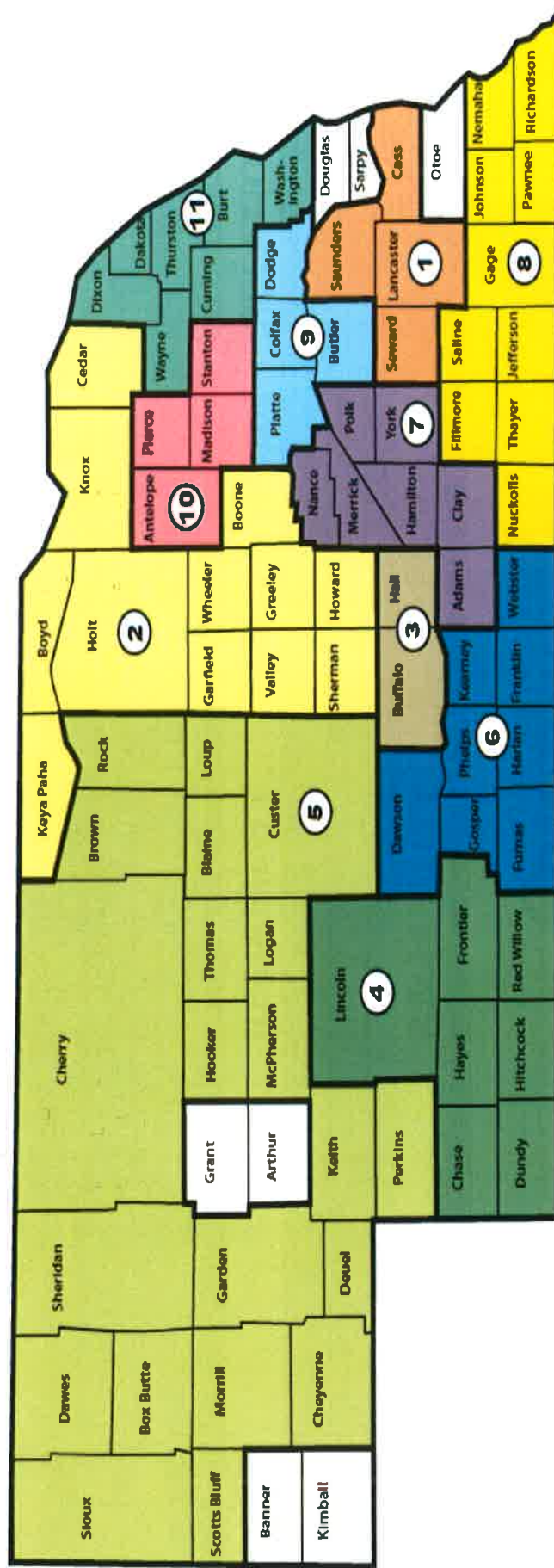
Overview

- NPPD is a vertically integrated utility, operating a statewide network of generation, transmission and distribution facilities
- NPPD's chartered territory includes all or part of 86 of Nebraska's 93 counties
- Our total operating revenues are about \$1.1 billion
- At wholesale, we serve 50 municipalities and 25 other public power districts and cooperatives
- We serve about 89,000 customers directly at retail
- Governed by an elected Board of Directors, representing 11 subdivisions



Overview

DIRECTOR SUBDIVISIONS OF THE AREA AND TERRITORY OF THE NEBRASKA PUBLIC POWER DISTRICT



DIRECTOR (term expires)

1. **Mary Harding**, Milford (2021)
2. **Barry DeKay**, Niobrara (2021)
3. **Ron Larsen**, Kearney (2017)
4. **Larry Linstrom**, North Platte (2017)
5. **Tom Hoff**, Broken Bow (2019)
6. **Ed Schrock**, Holdrege/Elm Creek (2019)
7. **Ken Kunze**, York (2021)
8. **Gary Thompson**, Beatrice (2017)
9. **Jerry Chlopek**, Columbus (2021)
10. **Virg Froehlich**, Norfolk (2017)
11. **Fred Christensen**, Lyons (2019)

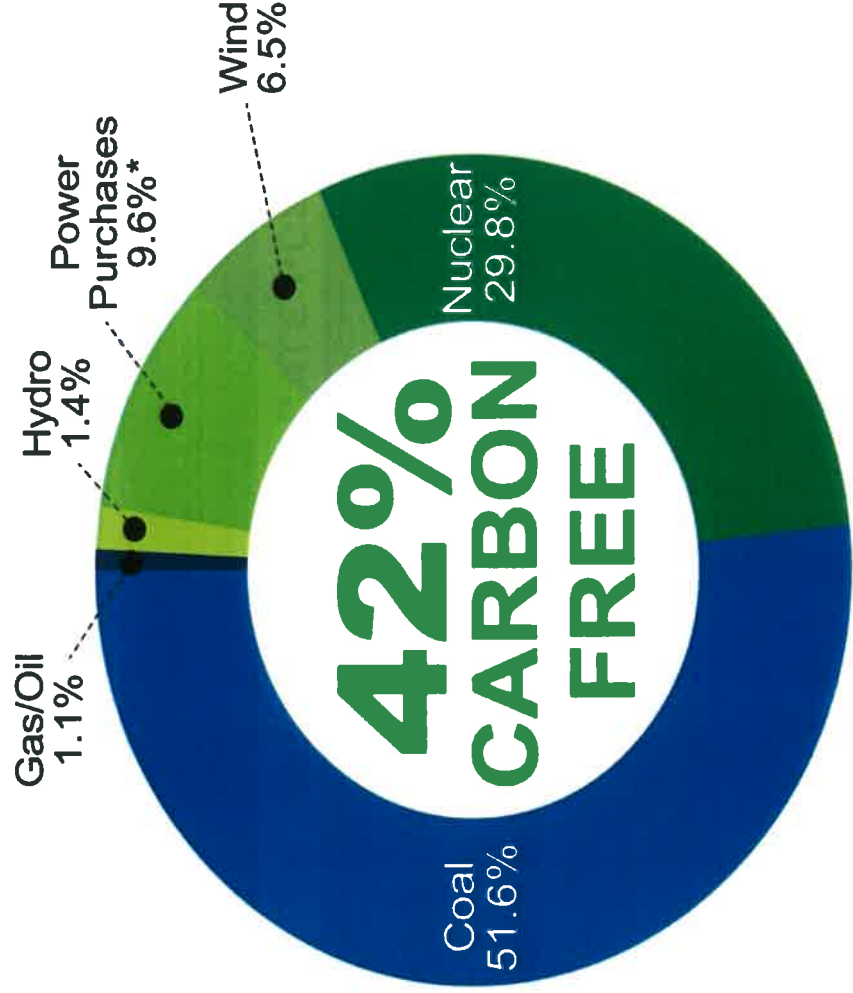
BAD1AA29



OVERVIEW

NPPD's Generation Resources - 2014

Data is preliminary. Total resources.



* Purchases = 3.9% WAPA @ 751 Gwh
 5.7% Others @ 1,092 Gwh

Feb. 2015



LEASE PAYMENT (LP) & GROSS REVENUE TAX (GRT)

- **Lease Payment:** Per PRO Agreement, NPPD pays the City 12% of the gross revenue it receives from customers served off of the City's distribution system (except for customers with municipal discount)
- **Gross Revenue Tax:** Per State Statute, NPPD pays the county 5% of the gross retail electric revenue it receives from customers located within the corporate limits of incorporated cities and villages in the county
- These are percentages of the customer's total bill
 - They are "taxes" on NPPD, not like a sales tax on the customer



LEASE PAYMENT (LP) & GROSS REVENUE TAX (GRT)

Example: Customer's bill on Base Rates is \$100. NPPD is obligated to pay both LP & GRT on the customer's gross revenue. What is the customer's total bill from NPPD?

Answer: $\$100.00 / 0.83 = \120.48

Check result:

Total bill	\$120.48	
less:	(14.46)	= 120.48 x 12% LP
less:	<u>(6.02)</u>	= 120.48 x 5% GRT

Remainder to cover
NPPD's costs: \$100.00 (checks)

- The appropriate factor is to divide by 0.83 (= 1 – 0.12 – 0.05), not multiply by 1.17



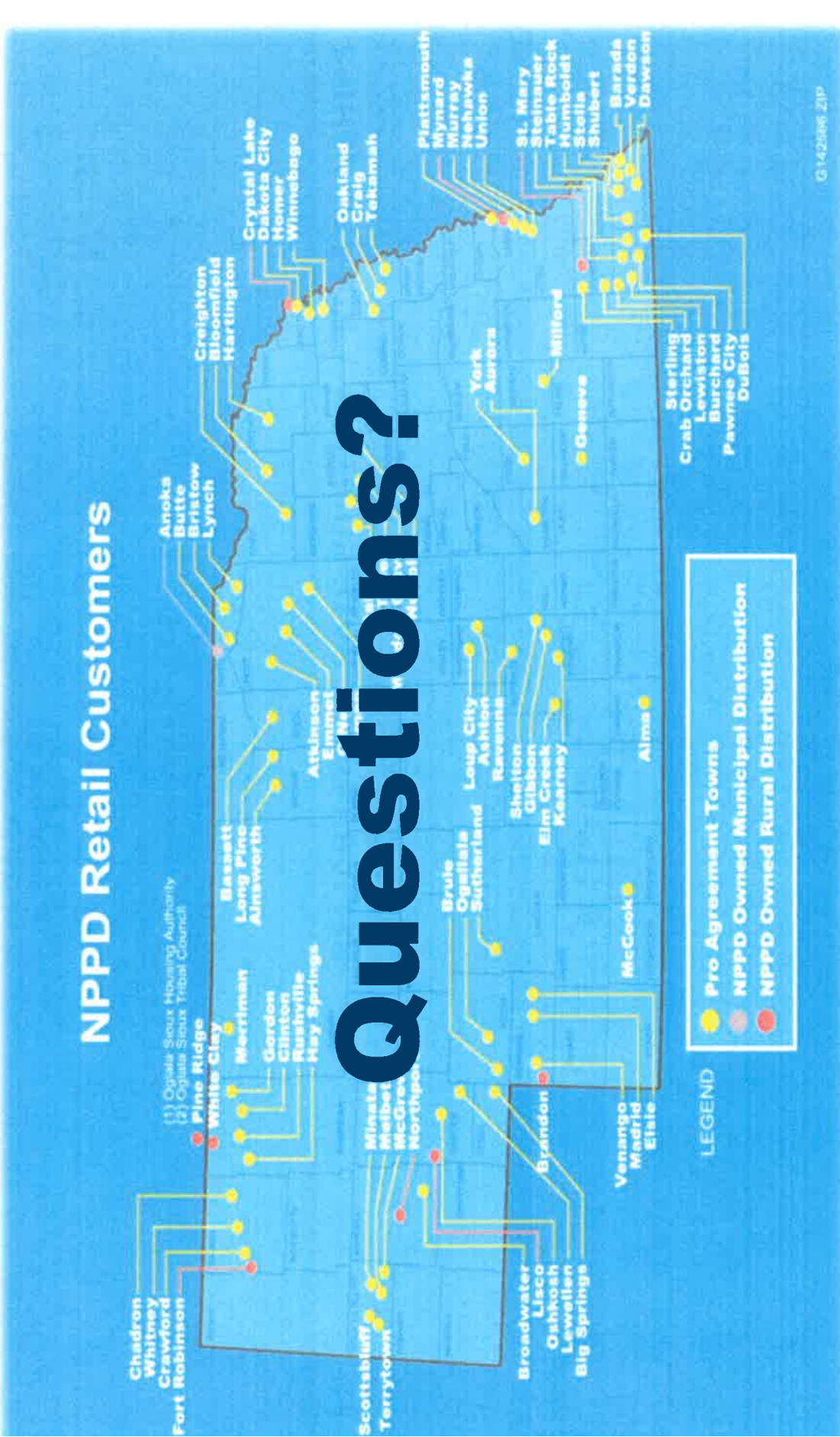
NPPD in Scottsbluff

- NPPD leases the electric system from the City and operates it as part of our statewide system.
- NPPD contributes financially to the City:
 - 2013-2014 FY Lease Payments: \$2,575,980.64
 - 2012-2013 FY Lease Payments: \$2,663,177.03
 - 2011-2012 FY Lease Payments: \$2,480,972.85
- 8851 customers in Scottsbluff and Gering
- 2013-2014 City Sales Tax payments - \$228,163
- NPPD invested over \$1.5 million in the last 3 years to serve new load and make major system improvements.
- 22 employees live in the area and are involved in the community in a variety of ways.



NPPD Focus

- The electric industry is facing a number of issues that could significantly impact our customers. For example:
 - Regulatory issues
 - New technologies
- 2015 Priorities Include:
 - Continued cost control for minimal or no 2016 rate impact
 - Close monitoring of legislation at State and Federal levels
 - Continued emphasis on customer-focused energy efficiency programs
 - Continued economic development support to our customers



City of Scottsbluff, Nebraska

Monday, April 6, 2015

Regular Meeting

Item Public Inp3

Mayor Meininger to read and sign the Proclamation for Fair Housing Month.

Staff Contact: Mayor Meininger

PROCLAMATION
State of Nebraska

WHEREAS, Each April, the U.S. Department of Housing and Urban Development and Fair Housing Counseling Centers across the Nation commemorate the passage of the Fair Housing Act , Title VIII of the Civil Rights Act of 1968, which states there shall be no discrimination in the acquisition, ownership, possession, or enjoyment of housing; and

WHEREAS, The Fair Housing Center of NE/IA and High Plains Community Development Corporation will continue to provide and collaborate with others to avert any decay of housing rights.

WHEREAS, The City of Scottsbluff acknowledges the efforts of The Fair Housing Center of NE/IA, High Plains Community Development Corporation and the U.S. Department of Housing and Urban Development to eliminate discrimination in housing and ensure equal opportunity in housing for all residents of Scottsbluff, Scottsbluff County, Nebraska.

NOW, I, Randy Meininger, Mayor of the City of Scottsbluff
THEREFORE, DO HEREBY PROCLAIM the month of **APRIL 2015** as
FAIR HOUSING MONTH IN Scottsbluff.

I do hereby urge all citizens to take due note of the observance by continuing to support Fair Housing opportunities in Scottsbluff.

IN WITNESS WHEREOF, I have hereunto set my hand to be affixed this 6th Day of April, in the year of our Lord Two Thousand and Fifteen.

Mayor

City of Scottsbluff, Nebraska

Monday, April 6, 2015

Regular Meeting

Item Resolut.1

Council to consider an Ordinance dealing with plumbers, licensing and regulations, clarifying that examinations must be given upon application for a plumbing license.

Staff Contact: Annie Urdiales, Planning Administrator

ORDINANCE RECORD

ORDINANCE NO. _____

AN ORDINANCE AMENDING CHAPTER 4, ARTICLE 3 OF THE SCOTTSBLUFF MUNICIPAL CODE IN DEALING WITH PLUMBERS, LICENSING AND REGULATION, AMENDING §4-3-57, §4-3-58, §4-3-59, §4-3-60, §4-3-61, §4-3-67, §4-3-69, AND §4-3-70, CLARIFYING THAT EXAMINATIONS MUST BE GIVEN UPON APPLICATION FOR PLUMBING LICENSES, REPEALING ALL PRIOR SECTIONS AND PROVIDING FOR AN EFFECTIVE DATE.

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

Section 1. Chapter 4, Article 3 of the Scottsbluff Municipal Code is amended by repealing the existing language and substituting the following language:

“4-3-57. Applications; forms; requirements; general.

The application for a license or certificate required by this subdivision (d) of this Article shall be made in writing on forms furnished by the Plumbing Inspector, and shall state the date, the name of the applicant, the location of his or her place of business or employment and such other information as the Plumbing Inspector may require. Every such application by a person who does not hold a license as a plumbing contractor or limited contractor shall be signed both by the applicant and by the plumbing contractor or limited contractor by whom he or she is employed.”

Section 2. Chapter 4, Article 3 of the Scottsbluff Municipal Code is amended by repealing the existing language and substituting the following language:

“4-3-58. Contractor; license; application; bond; fee; expiration.

A plumbing contractor’s license or a limited contractor’s license shall be granted to every person, firm, partnership and corporation who is a plumbing contractor or, as the case may be, a limited contractor, and who shall make application to the City Clerk therefor, pass an examination administered by the Plumbing Examining Board, and file with such application, a bond with two (2) or more sureties, or a bond of a surety company to be approved by the City Clerk in the penal sum of two thousand dollars (\$2,000.00), conditioned that such licensee will indemnify and keep harmless the City in case of any accidents or damage arising from negligence or unskillfulness in doing or protecting his or her work, or from any unfinished and/or inadequate work done in pursuance of such license, and that such licensee will restore the street, sidewalk and pavements over all work that they or he might lay and fill all excavations made, so as to leave all streets, sidewalks and pavement in as good condition as they were when found, and will maintain the same to the satisfaction of the City Manager or the designee of the City Manager for the period of six (6) months thereafter. The annual fee for plumbing contractor’s license or limited contractor’s license in the City shall be twenty five dollars (\$25.00), and shall be due and payable to the City Clerk on or before the first day of May of each calendar year. Such license shall be for one year or any fraction thereof expiring on April 30th.”

Section 3. Chapter 4, Article 3 of the Scottsbluff Municipal Code is amended by repealing the existing language and substituting the following language:

“4-3-59. Master plumber; licence; application; qualifications; proof.

Applications for a master plumber’s license must have had, in the first instance, passed an examination administered by the Plumbing Examining Board and have had, at least three (3) years’ actual experience as a licensed journeyman plumber, and shall present documentary proof thereof in the form of letters or affidavits from employers, or former employers or such other qualified persons attesting to such fact. Following issuance of a provisional master plumber’s license as provided in this Article, an applicant for a final master plumber’s license must, as a condition to qualifying for the issuance of such a license to him or her, have had one (1) year’s actual experience as a provisionally licensed master plumber.”

Section 4. Chapter 4, Article 3 of the Scottsbluff Municipal Code is amended by repealing the existing language and substituting the following language:

“4-3-60. Journeyman plumber; license; application; qualifications; proof.

Applicants for a journeyman plumber’s license must have passed an examination administered by the Plumbing Examining Board and have had at least three (3) years’ actual experience as a

ORDINANCE RECORD

plumber's apprentice or plumber's helper, and shall present documentary proof thereof in the form of letters or affidavits from employers or former employers or such other qualified persons attesting to such fact."

Section 5. Chapter 4, Article 3 of the Scottsbluff Municipal Code is amended by repealing the existing language and substituting the following language:

"4-3-61. Apprentice plumber; certificate; application.

Applicants for an apprentice plumber's certificate shall, on filing of application and having passed an examination administered by the Plumbing Examining Board, then will be issued a certificate by the Plumbing Inspector, who shall record the name and date of issuance of the certificate.

Section 6. Chapter 4, Article 3 of the Scottsbluff Municipal Code is amended by repealing the existing language and substituting the following language:

"4-3-67. Examination; time; place; nature.

The Plumbing Examining Board shall conduct examinations upon receipt of an application as required by this Article from time to time at such time and place as the Board may designate, but no applicant shall be compelled to wait more than thirty (30) days following presentation of the application. Such Board shall propound such examinations to each applicant as will ascertain his or her knowledge of plumbing, gas fitting, house drainage, plumbing ventilation, sheet metal work for heating, water fitting and related subjects, as the case may be and, if satisfied of the competency of such applicant, shall thereupon issue a master plumber's, journeyman plumber's, sheet metal for heating worker's, gas fitter's, or water fitter's license, as the case may be, authorizing such applicant to engage in the calling or trade for which he or she has made application."

Section 7. Chapter 4, Article 3 of the Scottsbluff Municipal Code is amended by repealing the existing language and substituting the following language:

"4-3-69. Licenses; issuance; renewal.

The licenses for which provisions are made in the preceding sections of this subdivision (d) of this Article shall be issued upon the recommendation of the Plumbing Examining Board. All original and all renewal licenses may be renewed at the dates of their expiration. Renewal licenses shall be granted without a reexamination. Upon a written application of the licensee filed with the Board, showing that his or her purposes and qualifications remain unchanged, unless it is made to appear by affidavit before the Board that the applicant is no longer competent, or otherwise entitled to such renewal license, in which event the renewal license shall not be granted until the applicant has undergone the examination herein above required. Provided, issuance of master plumber licenses shall also be subject to the provisions of this Article, which shall govern the issuance of such licenses in any respects in which such provisions are inconsistent with the provisions of this section."

Section 8. Chapter 4, Article 3 of the Scottsbluff Municipal Code is amended by repealing the existing language and substituting the following language:

"4-3-70. Same; master plumbers.

Only a provisional master plumber's license may be issued, in the first instance, to applicants for a master plumber's license (other than applicants holding a master plumber's license) who the Plumbing Examining Board shall determine to have had the experience specified in the first sentence of section 4-3-59. The term of such a license shall be thirteen (13) months, and such a license shall not be subject to renewal. After one (1) year following issuance of such a license, the holder of the license may apply to the Board for a final master plumber's license. If the Board shall determine that throughout such year the holder complied with all requirements of this Article pertaining to work which may be done by a master plumber, and the applicant has passed an examination administered by the Plumbing Examining Board, then the Board shall authorize the issuance of a final master plumber's license to such holder; otherwise, it shall deny the application. A final master plumber's license shall expire on April 1st of each year, and shall require renewal as provided in this Article."

Section 9. Previously existing Sections 4-3-57, 4-3-58, 4-3-59, 4-3-60, 4-3-61, 4-3-67, 4-3-69 and 4-3-70, and all other Ordinances and parts of Ordinances in conflict herewith are repealed; provided, however, this Ordinance shall not be construed to affect any rights, liabilities, duties or causes of action, either criminal or civil, existing or actions pending at the time when this Ordinance becomes effective.

ORDINANCE RECORD

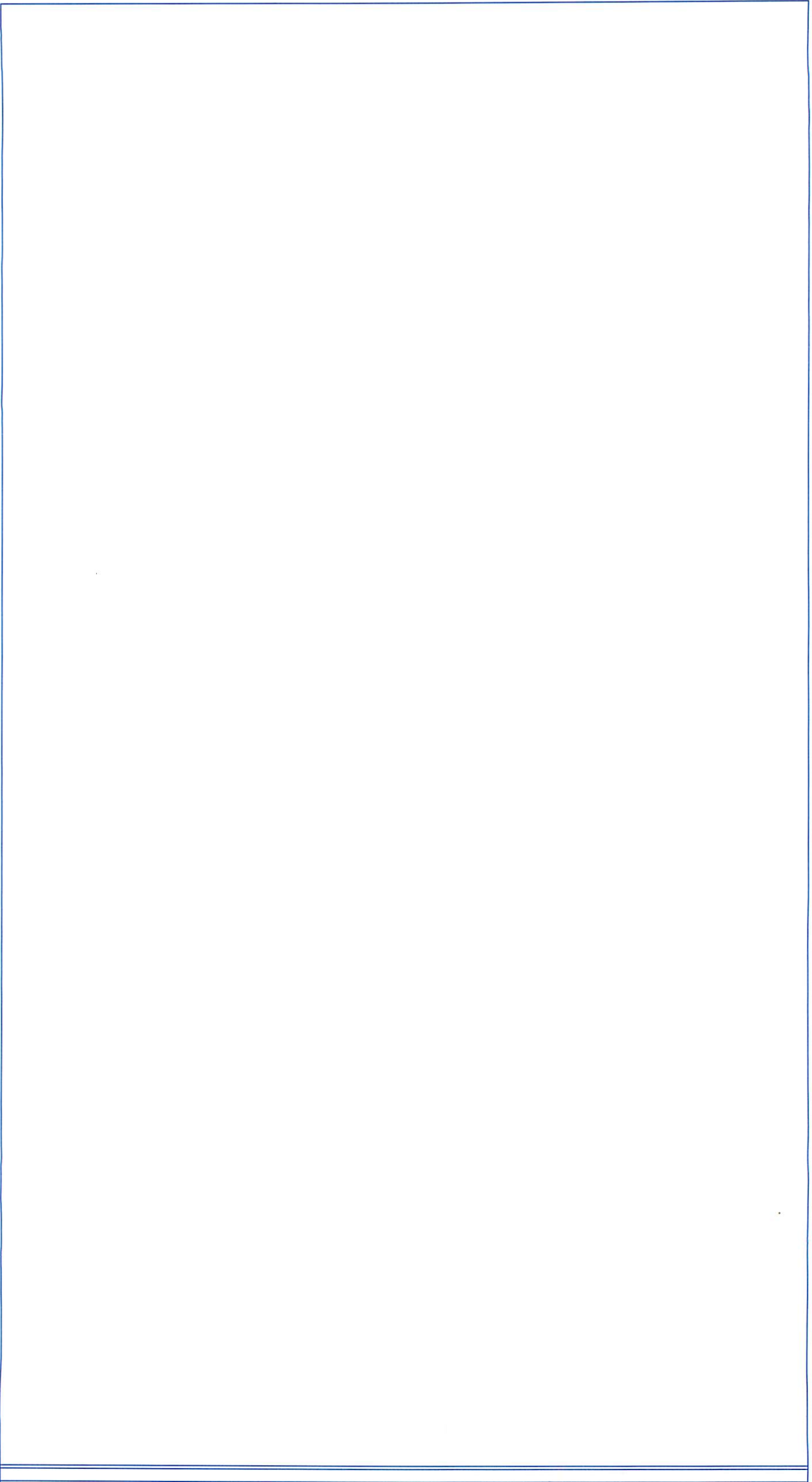
Section 10. This Ordinance shall become effective upon its passage, approval and publication as provided by law.

PASSED AND APPROVED on _____, 2015.

Mayor

ATTEST:

City Clerk (Seal)



ORDINANCE RECORD

City of Scottsbluff, Nebraska

Monday, April 6, 2015

Regular Meeting

Item Resolut.2

Council to consider an Ordinance change regarding the Gateway Greenway Overlay zoning district located within the entryways/corridors of the City of Scottsbluff (third reading).

Staff Contact: Annie Folck, City Planner

ORDINANCE RECORD

ORDINANCE NO. _____

AN ORDINANCE OF THE CITY OF SCOTTSBLUFF, NEBRASKA DEALING WITH THE GATEWAY/GREEN OVERLAY ZONE, REPEALING PRIOR §25-3-22.01 OF THE SCOTTSBLUFF MUNICIPAL CODE AND REPLACING THE ENTIRE SECTION, REPEALING ALL PRIOR ORDINANCES AND PROVIDING FOR AN EFFECTIVE DATE.

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

Section 1. Chapter 25, Article 3 of the Scottsbluff Municipal Code is amended by repealing the existing language and substituting the following language:

25-3-22.01. GG-O Gateway Green Overlay Zone (GG-O).

Purpose.

The Gateway Green Overlay (GGO) Zone is intended to:

- A. Promote the general health, safety and welfare of the community
- B. Create a sense of continuity throughout the corridor with harmonious design standards for public improvements and private property development.
- C. Preserve and enhance the historical attractions and landmarks of Scottsbluff and the surrounding area.

Design Guidelines

The GGO Zone is an overlay zone that supersedes those of any other zoning district to which a tract of land may be subject and shall be read together and incorporated with the Landscaping Article of this Chapter found at Section 25-22-1 through 25-22-10 of the Municipal Code, referred to as the "Landscaping Article". All new development and redevelopment must conform to the design guidelines. All plans shall be reviewed and approved for design, landscaping and architectural detail and compatibility. No design plans that have been approved by the Planning Commission may be altered without approval of the planning commission.

Boundaries

The GGO Zone shall consist of all land located within one thousand feet measured perpendicular from the right-of-way of the following transportation corridors:

- A. U.S. Highway 26, extending from the East Extraterritorial Boundary to the West Extraterritorial Boundary
- B. Highland Road, extending from the intersection with Airport Road to the intersection with U.S. Highway 26
- C. McClellan Expressway (East Bypass Highway 71) from the North Platte River to its intersection with U.S. Highway 26,
- D. Broadway Avenue from the North Platte River to its intersection with South Beltline Highway
- E. Avenue I from the North Platte River to its intersection with South Beltline Highway
- F. Highway 71 from the intersection with Highway 26 to the north Extraterritorial Boundary
- G. Highway L-79-G (West 20th Street extended) from the west Extraterritorial boundary to the West corporate limits of the city.

Development Action

There shall be no development action within the GGO Zone without permission of the Planning Commission. Any person or entity desiring a development action within the GGO Zone must submit plans to the Planning Commission for review and approval.

Development Standards

The development standards were formulated to create a visually pleasing GGO Zone and to convey the values of the City of Scottsbluff.

- A. Signs
 1. Monument Signs - One ground sign, monument type with a maximum height of 6' shall be permitted on each lot. Total area of sign not to exceed 250 square feet. Sign structure materials shall be comparable with materials used on the facade of the principal building.
 2. Wall Signs and Marquee Signs – One wall sign or marquee sign shall be permitted per building side.
 3. One 25' pole sign will be allowed in the GGO zone per development.
 4. Other signs may be permitted, in the sole discretion of the Planning and Development Director, if the sign is small in scale, is directional in nature and meets the intent of this section.

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B. Lighting

1. Lighting on private property shall be in harmony with poles and lanterns within specified corridors. Lights shall provide safe and efficient lighting and be without glare for pedestrians and motorists passing by. All lighting shall be designed to avoid intrusion on adjacent properties and adjacent roads.

C. Overhead lines

1. Eliminate the need for power cables by burying cables underground.

D. Parking Lot Design

1. All parking areas shall be paved to meet current ordinance requirements, including those in the Landscaping Article.
2. All developments shall have off-street parking.
3. Parking areas over 50 spaces shall include landscape islands. All landscape islands shall have a minimum of 100 square feet of open ground and at least 300 cubic foot of good soil rooting volume for each tree. One half of all landscape islands must include a deciduous canopy tree. Understory plantings of shrubs/perennials/groundcover shall be durable and able to withstand foot traffic and frequent breakage from pedestrian traffic. Landscape islands shall be evenly distributed to the maximum extent possible.
4. Parking areas should be placed between or behind buildings unless lot layout does not allow. If layout does not allow for parking between or behind buildings then conceptual parking design may be approved by the Planning Commission.
5. All parking areas visible from the transportation corridors shall have a complete visual buffer of 4' minimum height.
6. Where parking lots abut adjacent residential zoned areas a buffer yard of 20' minimum is required.

E. Landscaping and Screening Standards

Landscaping is critical in creating a visually pleasing appearance of the transportation corridors in the City of Scottsbluff. Landscape design and development shall be priority in the planning process. To the extent reasonably feasible, all landscape plans shall be designed to incorporate water conservation materials and techniques in order to comply with each of the xeriscape landscaping principles listed below. Xeriscape landscaping principles do not include or allow artificial turf or plants, mulched (including gravel) beds or areas without landscape plant material, paving of areas not required for walkways, plazas or parking lots, bare ground, weed covered or infested surfaces or any landscaping that does not comply with the standards of this section. See appendix A for recommended species.

1. Xeriscape landscaping principles are as follows:
 - a. Design. Identify zones of different water requirements and group plants together that have similar water needs;
 - b. Appropriate use of Turf. Limit high-irrigation turf and plantings to appropriate high-use areas with high visibility and functional needs;
 - c. Low-Water-Using Plants. Choose low-water-demanding plants and turf where practicable;
 - d. Irrigation. Design, operate and maintain an efficient irrigation system. Drip irrigation shall be used in all landscape beds, If sprinklers are used for turf, no water shall be sprayed over sidewalks, streets or park lots. Areas of low water use landscaping may be included but must be indicated on the plans. Irrigation water must be available for the initial two years after planting to establish low-water use landscapes;
 - e. Soil Preparation. Incorporate soil amendments before planting;
 - f. Mulch. Add mulch to planting beds to a minimum depth of 3" around trees and shrubs and 1" around perennials and ornamental grasses. Organic mulch is preferred, Rock mulch may be used only if pre-approved by the Planner;
 - g. Maintenance. Provide regular and attentive maintenance.
2. Screening
 - a. All loading and service areas that are within a 50' of a side or rear lot line abutting property that is residentially zoned shall be surrounded by a 6' high masonry wall or solid wood or PVC fence with opaque gate.
 - b. Waste receptacles, including dumpsters, garbage cans, or grease containers shall be located in the rear or side yard of lot and no more than 20' from residentially zoned areas. All waste receptacles shall be screened from view from all property lines and public areas of the site by a minimum 6' high evergreen planting, masonry wall, wood or PVC fence.

ORDINANCE RECORD

- c. Rooftop mechanical equipment, including HVAC and utility equipment shall be screened from adjacent streets, sidewalks, residential, public and institutional uses. Screening shall consist of parapet walls or an opaque enclosure around the equipment that is constructed of one of the materials used on the primary facade of the principal structure.
 - d. Ground or wall mounted mechanical equipment such as HVAC equipment, transformers, generators, and gangs of multiple utility meters shall be screened from adjacent streets, sidewalks, residential, public and institutional uses. Screening shall consist of evergreen planting masonry wall, wood or PVC fencing or other opaque enclosure around the equipment that is constructed of one of the permanent and durable materials used on the primary facade of the building. The height of the planting or fence shall be sufficient to effectively screen the equipment from view.
 - e. Outdoor storage shall be prohibited.
3. Buffer Yards
- a. Developed for the purpose of providing an effective visual screen between two dissimilar uses.
 - b. Buffer Yards shall be required along and inside the property line of commercial property abutting a residentially zoned property.
 - c. Buffer Yards shall be 20' minimum in depth and shall meet the following criteria:

Be planted with a staggered double row of evergreen trees at least 6' in height, or be planted with a single row of deciduous shade trees 2" caliper trunk minimum and two staggered rows of evergreen shrubs at least 3' in height, planted a maximum of 4' on center.
 - d. If a 6' high solid wood or PVC fence or masonry wall is incorporated into the design the buffer yard may be reduced by 10'. Finished side of fencing will face abutting property. A row of evergreen trees at least 6' in height, or a single row of deciduous shade trees 2" caliper trunk minimum and a staggered row of evergreen shrubs at least 3' in height, planted a maximum of 4' on center must accompany the fence.
4. Maintenance of Buffer Yard
- a. The buffer yard shall be maintained so as to provide an effective visual screen. If plant material shall die or be removed such that the buffer yard no longer functions, the plant material shall be replaced by the property owner.
5. Landscaping
- a. Building Perimeter Walls
 - 1. Shrubs shall be planted within 10' of the foundation of the primary structure along each building facade at a density that will obscure 60% of the building foundation after 5 years, except for sides or rear of building used for loading or service area.
 - b. Along each street frontage there shall be, at a minimum, 10' wide landscape strip, continuous along the frontage except for the perpendicular crossings for driveways and utilities. The landscape strip shall be planted with shade trees at a rate of one per 40' of linear frontage or evergreen trees at a rate of one per 20' of linear frontage. Evergreens may only be planted if planting bed is a minimum of 20 feet wide. Trees may be spread irregularly in informal groupings or be uniformly spaced, as consistent with large overall planting patterns and organization. Trees shall be spread a minimum of 15' apart for large shade trees and evergreens, and a minimum of 10' apart for small ornamentals (list provides). Grouping of trees may be no more than 150' apart. The space between the trees should be planted and maintained to aid the health and growth of the trees. There must be a maintained, non-turf grass landscape bed under and around trees, to be a minimum of 40 square feet per large shade tree or evergreen and 30 square feet per small or medium tree. The landscape zone must be planted to appropriate and compatible shrubs or herbaceous grasses or perennials to cover at least 50% of the bed. The remainder may be mulch. Organic mulch should be used if possible. Screen standards shall comply with Sections 25-22-7 and 25-22-8 of this Code. Where overhead wires exist directly over tree planting area, small ornamental trees shall be substituted for required shade trees at an equal number.

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- c. Plant material, wall or fencing in any required landscaped area shall not obstruct the view from the off street parking facility to any driveway approach, street, alley or sidewalk. Landscaping shall further not obstruct any views among parking spaces and circulation ways, or visibility between vehicles and pedestrians.
- d. Storm water retention ponds shall be landscaped and developed in such a way as to enhance or be in harmony with the surrounding site landscape.
 - 1. Retention basins should be "free form" following the natural contours of the land. If land lacks contour, the basins shall be created to look like a natural depression. Side slopes should vary to give the appearance of a natural condition.
 - 2. Trees and shrub groupings shall be planted intermittently along the ridge of the retention pond to create the appearance of the plants naturally occurring.
 - 3. Approved erosion control measures will be required on all slopes. Use of Inorganic landscape materials is prohibited. No artificial trees, shrubs, plants or turf shall be used to fulfill the minimum requirements for landscaping. Inorganic materials such as stone or decorative pavers, may be used provided that such material does not compromise more than 25% of the minimum required landscaped area. When calculating the area to determine how much inorganic material may be used, the area of driveways and walkways shall not be counted. Loose rock and cobblestones shall not be permitted within any required landscaped area which is within 10' of a traveled street surface.
- e. Minimum Tree and Shrub Sizes
 - 1. All deciduous shade trees shall be a minimum 1 ½" caliper measured 12" from above the root ball.
 - 2. All evergreen trees shall be a minimum 5' in height measured from the top of the root ball to the top of the tree.
 - 3. All ornamental deciduous trees shall be a minimum 1 ½" caliper measured 12" from above the root ball.
 - 4. Shrubs shall be two gallon size or greater or 15" in height if balled or burlapped.
 - 5. All perennials and ornamental grasses shall be 1 quart size or greater.
- f. Upon installation of required landscape materials, each owner shall take appropriate actions to ensure their continued health and maintenance. Required landscaping that does not remain healthy shall be replaced consistently with this section and the approved landscaping plan for the project.

F. Minimum Species Diversity.

To prevent uniform insect or disease susceptibility and eventual uniform senescence on a development site or in the adjacent area or the district, species diversity is required and expansive monocultures are prohibited. The following minimum requirements shall apply to any development plan.

Number of trees on site
Maximum percentage of one species
10-19: 33%
30-39: 25%
40 or more: 15%

G. Use of Approved Species.

Regionally native plants should be used when possible to help aid biodiversity and convey a sense of place with the natural context of our community. Ninety percent (90%) of all required trees planted must be from the approved list provided in Appendix A.

H. Redevelopment.

In the event any property owner or occupant owning or possessing property located within the GGO overlay zone commences a remodel or redevelopment project, the cost of which exceeds \$100,000.00 based upon the building permit issued by the City's Planning and Development Department, upon property that does not then meet the requirements of this section then the property owner or occupant will be required

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to spend 3% of any remodel or redevelopment project toward bringing the property and landscaping up to the development standards in this section. Once the property and landscaping meet the requirements of this section, the property owner or occupant will no longer have to spend a portion of the remodel or redevelopment project to make improvements in order to comply with this section. In addition, if the property owner or occupant is able to show they are unable to bring the property into compliance because of the property's topography or features, then the property owner or occupant may appear before the City's Planning Commission to explain why they cannot comply. If the Planning Commission finds the property owner or occupants are unable to comply with the requirements of this section for the reasons stated above, then it may excuse the property owner or occupant from attempting to comply and instead allow them to pay an amount equal to 3% of their project directly to the City for use by the City on Gateway Green projects within the GGO overlay zone or other Gateway and Green projects on City improvements or parks.

Definitions

1. Buffer Yard: A landscaped area intended to separate and partially obstruct the view of two (2) adjacent land uses or properties from one another.
2. Gateway: An intersection designated as an entrance into the city or into the downtown area that is planned for additional design elements to "announce" the arrival to a special place.
3. Landscaped Area: The area within the boundaries of a given lot, site or common development consisting primarily of plant material, including but not limited to grass, trees, shrubs, vines, ground cover, and other organic plant materials; or grass paver masonry units installed such that the appearance of the area is primarily landscaped.
4. Storm Water Retention Ponds: Ponds or basins designed to hold rain water that has run off the surrounding landscape of lawns, roads, and rooftops.
5. Evergreen Planting: Dense planting of evergreen plant material that creates an opaque barrier.

Appendix A

Approved Deciduous Shade Trees

<u>Botanical Name</u>	<u>Common Name</u>
Aesculus glabra	Ohio Buckeye
Catalpa speciosa	Northern Catalpa
Celtis occidentalis	Common Hackberry
Ginkgo biloba	Ginkgo
Gleditsia triacanthos var. inermis	Honeylocust (avoid "Sunburst", other varieties okay)
Gymnocladus dioicus	Kentucky Coffeetree
Populus deltoides	Eastern Cottonwood (only on very large sites, may not be used for parking lot plantings)
Quercus alba	White Oak
Quercus macrocarpa	Bur Oak
Quercus macrocarpa x robur	Heritage Oak
Quercus muehlenbergii	Chinkapin Oak
Quercus robur	English Oak
Tilia americana	American Linden
Tilia cordata	Littleleaf Linden
Tilia tomentosa	Silver Linden
Ulmus americana	American Elm (Dutch Elm Disease resistant varieties only)
Ulmus x sp.	Hybrid Elm (check with Dev. Services for specific varieties)

Due to the Emerald Ash Borer destroying large quantities of Ash trees in the Eastern United States and its progressive movement west, Ash trees will be prohibited in GGO Zones.

Approved Small Ornamental Trees

<u>Botanical Name</u>	<u>Common Name</u>
Amelanchier x grandiflora	Serviceberry
Crataegus crusgalli x intermis	Thornless Cockspur Hawthorn (Horizontally)

ORDINANCE RECORD

Crataegus ambigua	branching-Not for use in parking lots or near sidewalks)
Malus spp.	Russian Hawthorn
Syringa reticulata	Crabapple (Choose varieties with small, persistent fruit)
Viburnum lentago	Japanese Tree Lilac
Acer tataricum	Nannyberry Viburnum
Prunus americana	Tatarian Maple "Hot Wings"
Quercus gambelii	American Plum "Princess Kay"
	Gambel Oak

Approved Evergreen Trees

<u>Botanical Name</u>	<u>Common Name</u>
Abies concolor	Concolor fir
Juniperus spp.	Juniper (columnar junipers may only be used for screening purposes, will not count as required tree on street frontages)
Juniperus scopulorum	Rocky Mountain Juniper
Juniperus virginiana	Eastern Redcedar
Picea glauca var. densata	Black Hills Spruce
Picea pungens	Colorado Spruce
Pinus aristata	Bristle Cone Pine
Pinus cembroides	Pinyon Pine
Pinus contorta	Lodgepole Pine
Pinus flexilis	Limber Pine (not salt tolerant, avoid use near parking lots and roadways)
Pinus nigra	Austrian Pine
Pinus ponderosa	Ponderosa Pine (not salt tolerant, avoid use near parking lots and roadways)

Section 2. Previously existing Section 25-3-22.1 and all other Ordinances and parts of Ordinances in conflict herewith are repealed. Provided, however, this Ordinance shall not be construed to affect any rights, liabilities, duties or causes of action, either criminal or civil, existing or actions pending at the time when this Ordinance becomes effective.

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

PASSED AND APPROVED on _____, 2015.

Mayor

ATTEST:

City Clerk (Seal)

Approved to form:

City Attorney

City of Scottsbluff, Nebraska

Monday, April 6, 2015

Regular Meeting

Item Resolut.3

Council to consider an Ordinance revision relating to principle permitted uses and special permit uses for parking requirements and off street parking in the C-1 zoning district, located on Broadway from 14th St. north to 20th Street (third reading).

Staff Contact: Annie Folck, City Planner

ORDINANCE RECORD

ORDINANCE NO. _____

AN ORDINANCE FOR THE CITY OF SCOTTSBLUFF, NEBRASKA, RELATING TO ZONING , AND REVISING §25-3-13, RELATING TO PRINCIPLE PERMITTED USES AND SPECIAL PERMIT USES, §25-5-2 RELATING TO PARKING REQUIREMENTS FOR RESIDENTIAL USES AND §25-7-38 RELATING TO OFF STREET PARKING REQUIREMENTS AND EXCEPTING CONDOMINIUM USES IN CENTRAL BUSINESS DISTRICT, REPEALING ALL PRIOR ORDINANCES AND PROVIDING FOR AN EFFECTIVE DATE.

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

Section 1. Chapter 25, Article 3 of the Scottsbluff Municipal Code is amended by repealing the existing language and substituting the following language:

“25-3-13. C-1 Central Business District

Intent: The intent of a C-1 Central Business District Zone is a zone for the central business district permitting all types of business enterprises except manufacturing and other industries which are incompatible with a business district comprised primarily of retail sales and service businesses.

Principle Permitted Uses.

1. Accounting, auditing, bookkeeping services
2. Ambulance service
3. Amusement centers, indoor only
4. Animal clinic, indoor only
5. Arts & crafts studio
6. Auto storage and rental
7. Bakery or bakery goods store. The maximum gross floor area of a building permitted for this use is six thousand four hundred (6,400) square feet. Incidental, non-nuisance-producing processing, packaging, or fabricating is permitted if conducted entirely within a building.
8. Bank automated teller facilities, outdoor
9. Bank automated teller facilities, indoor
10. Bank & savings & loan
11. Barber, beauty shop
12. Book & stationary store
13. Bus depot
14. Business college, trade school
15. Automated or coin-operated car wash
16. Church
17. Cleaning, laundry agency
18. Clinic
19. Communication facilities including communication tower, such tower not to exceed one hundred fifty (150) feet in height. No guy wires, outrigging, or other supporting structures may extend beyond the foundation of the tower.
20. Community center (public)
- 20.5 Condominium with 3 or fewer apartments
21. Confectionery stores
22. Convenience stores w/o dispensing gasoline
23. Convenience stores with dispensing gasoline
24. Convenience warehouse storage facilities
25. Day care center (child care center) or preschool
26. Delicatessen
27. Drive-thru photo facility
- 27.5 Dwelling unit--two (2) unit and multiple family within the confines of a building in which a business enterprise, retail sales or service business may be conducted.
28. Educational and charitable institutions
29. Educational and scientific research service
30. Florist
31. Food store, delicatessen

ORDINANCE RECORD

32. Furniture refinishing. The entire business must be conducted within a building.
33. Furniture/appliance store
34. Gift shop
35. Grocery store
36. Hardware store
37. Hospital
38. Hotel
39. Insurance agency/services
40. Jewelry store
41. Laboratory, medical, dental, optical
42. Laundromat, self-service
43. Library
44. Lodge or club
45. Marriage and family counseling
46. Mortuary
47. Motel
48. Municipal Uses
49. Nursery for children
50. Nursery for flowers/plants
51. Offices, professional and service
52. Parking lot, garage or facility
53. Pharmacy
54. Photographic studio
55. Printing & blueprinting
56. Professional membership organizations
57. Professional schools
58. Railroad station
59. Reducing/Suntanning
60. Restaurant, bar, tavern
61. Retail stores and services
62. Rooming/boarding house. Residential use is permitted above the ground floor and within the confines of a business building.
63. School
64. Service station-full service
65. Service station-mixed use
66. Service station -self service dispensing of gas only
67. Shoe store
68. Temporary medical housing
69. Theater, indoor
70. Tire shop, recapping
71. Tourist information booth
72. Upholstery Shops provided all work is completed inside the building.
73. Utility business offices
74. Warehousing facilities. Warehouse or storage facilities are permitted as the primary use on a lot or property only if a special permit is granted. A lot or property will not be eligible for consideration of the issuance of a special permit unless (1) the proposed facility will be located on a lot immediately adjoining (or directly across an alley from) a property with an allowed C-1 Zone use, (2) the proposed facility is necessary to and will be used as an accessory to the allowed use on the adjoining lot, and (3) both lots are under the same ownership.
75. Wholesale stores and distributors. The maximum gross floor area of a building permitted for this use is six thousand four hundred (6,400) square feet. Incidental, non-nuisance-producing processing, packaging, or fabricating is permitted if conducted entirely within a building.

Special Permit Uses.

1. Drive-thru (fast food) restaurant
2. Equipment rental and sales yard
3. Temporary building or contractor's storage and construction yard, incidental to the construction of a residential development or a real estate sales office to be used in marketing lots in a new subdivision, may be permitted if such a building or structure complies with all height and area requirements for the zone in which it is located.

ORDINANCE RECORD

4. Temporary building may be permitted if such building complies with all height and area requirements, and the use complies, except for the fact that the building is a temporary one.

Performance Standards.

1. Area & bulk regulations.

Use	Minimum Lot Size (sq.ft.)	Minimum Lot Width (ft.)	Maximum Coverage (%)	Maximum # Dwelling Units	Setbacks			Interior Side (sq.ft.) PRTFA	Floor Maximum Side Street Area (ft.)	Height
					Front (ft.)	Rear (ft.)	Interior Side (ft.)			
Garage	none	none	-		C	A	B	-	70	
							5	12.5		

Minimum Lot Area / Dwelling Unit - no requirement.
 PRTFA = Parking Ratio to Floor Area

- A. No minimum rear yard setback is required except for a lot abutting the side of a lot in either an R or OP Zone, in which case the minimum rear yard setback is fifteen (15) feet. If a public alley separates such lots, no rear yard is required.
 - B. No minimum interior side yard setback is required except for a lot in a C or M Zone whose side abuts the side of a lot in either an R or OP Zone, in which latter case the minimum interior side yard setback is five (5)feet. If a public alley separates such lots, no side yard is required.
 - C. The required minimum R Zone setback applies if the frontage between two (2) streets separates an R Zone and a C Zone. If all frontage between two (2) streets is in a C Zone no front setback is required.
2. Accessory building/garage; detached
- A. A detached accessory building must be located at least ten (10) feet from the main building.
 - B. On an existing reversed corner lot, a detached accessory building or garage may project into the side yard nearest the rear lot line if it does not extend beyond the front yard setback of the main structure, and if entrance to the garage is from the side street the garage must be set back from the side street property line a distance of not less than twenty (20) feet.
3. Accessory building, attached.
- A. A building which if detached from the main building would constitute an accessory building may be connected to the main building by a breezeway or similar structure, and in such event shall meet all requirements for the main building.”

Section 2. Chapter 25, Article 5 of the Scottsbluff Municipal Code is amended by repealing the existing language and substituting the following language:

“25-5-2. Exceptions.

If the Planning Commission finds from evidence submitted to it that fewer parking stalls than this Article otherwise requires are needed for a lot or tract of land used for wholesale, warehousing, or manufacturing purposes, the Planning Commission may grant a permit to construct a facility that meets the actual need though less than generally required by this Article. No off-street parking spaces are required for dwelling units or residential uses in a Central Business District (C-1) zone.”

Section 3. Chapter 25, Article 7 of the Scottsbluff Municipal Code is amended by repealing the existing language and substituting the following language:

“25-7-38. Off-street parking.

Except for a residential condominium located in a Central Business (C-1) District, a condominium development site shall include, as a minimum the following off-street parking facilities:

- (1) two (2) parking spaces for each apartment. One of such spaces shall be a fully enclosed garage, which shall be located adjacent to the apartment being served. The minimum inside dimension of all parking spaces shall be ten (10) feet in width and twenty (20) feet in length,
- (2) no parking space or stall except a garage, and no driveway shall be closer than six (6) feet to any residential building, and
- (3) guest parking: one (1) parking space for each five (5) apartments. Guest parking shall be distributed throughout the condominium development site.

Such parking facilities shall meet, in addition, all of the requirements of sections 25-5-4 to 25-5-16. Parking on streets, drives or alleys shall not be used to satisfy any of the requirements of this section.”

ORDINANCE RECORD

Section 4. Previously existing Sections 25-3-13, 25-5-2, 25-7-38 and all other Ordinances and parts of Ordinances in conflict with this Ordinance, are repealed. Provided, however, this Ordinance shall not be construed to affect any rights, liabilities, duties or causes of action, either criminal or civil, existing or actions pending at the time when this Ordinance becomes effective.

Section 5. This Ordinance shall become effective upon its passage, approval and publication as provided by law.

PASSED AND APPROVED on _____, 2015.

Mayor

ATTEST:

City Clerk

(Seal)

City of Scottsbluff, Nebraska

Monday, April 6, 2015

Regular Meeting

Item Reports1

Council to consider a contract with the Scottsbluff Public School District regarding the indoor and outdoor Splash pools, authorize the continuation of funding, and authorize the Mayor to execute the contract.

Staff Contact: Nathan Johnson, Assistant City Manager

**MUTUAL TERMINATION OF SWIMMING POOL AGREEMENT
AND OUTDOOR POOL LEASE**

This Mutual Termination of Swimming Pool Agreement and Outdoor Pool Lease (“Agreement”) is made on April ____, 2015, by and between Scottsbluff Public Schools, School District No. 32, Scotts Bluff County, Nebraska (“District”) and the City of Scottsbluff, Nebraska, a Municipal Corporation, (“City”).

RECITALS:

- A. On June 9, 1975, the District and the City entered into a Swimming Pool Agreement wherein the District agreed to lease certain space in relation to the Splash Arena Swimming Pool to the City pursuant to a Lease and Grant to City.
- B. Under the terms of the Swimming Pool Agreement as referred to above, the District and the City agreed to allocations of costs between the parties in relation to the operation and maintenance of the Splash Arena Swimming Pool;
- C. The parties have now mutually agreed to allow the Swimming Pool Agreement to end by its term and not to renew the Swimming Pool Agreement or the Lease and Grant to the City as set forth in the Swimming Pool Agreement but to agree to a new lease for the Outdoor Pool; and
- D. For purposes of this Agreement the “Splash Arena” shall refer to the indoor pool, locker area, showers, restrooms, wrestling and gallery areas, along with office storage areas and mechanical facilities or equipment in or appurtenant thereto. The “Outdoor Pool” includes the outdoor pool, wading pool, the decks of such pools and the mechanical facilities or equipment in or appurtenant thereto, including the boiler, piping, pumps and related facilities.

NOW, THEREFORE, in consideration of the mutual covenants and conditions contained herein, and other good and valuable consideration, the parties agree as follows:

1. The Swimming Pool Agreement and the Lease and Grant to the City as set forth in the Swimming Pool Agreement shall expire according to its term on July 31, 2015 and the ownership and possession of the property will immediately revert to the District. Until such time, the parties agree to continue to operate the Splash Arena as per a custom practice. If requested, the City agrees to execute a deed to transfer any interest it has in the property back to District.

2. On or about July 31, 2015, the City agrees to pay the District one lump sum payment equal to \$125,000.00 to be used to support short-term costs of maintenance, operation, potential renovation of locker rooms of the Splash Arena, or in any way the District deems it is in its best interest.

3. Beginning July 31, 2015, the District agrees to lease the Outdoor Pool to the City for \$1.00 per year as needed for its summer swim season. For an additional rental fee of \$6,000.00 annually (payable on May 15 of each year), the District also leases to the City, for use by its citizens and individual users, access to the locker rooms, showers and bathrooms during the summer swim season. In the event the Outdoor Pool is not open to the public for the full ten (10) week period, a \$600.00 per week credit will be returned to the City at the conclusion of the season. For purposes of this credit, a weeks shall be defined as any consecutive seven (7) day period during which the Outdoor Pool is not open due to a late seasonal opening or early seasonal closing, or for any other reason the City is not able to open the Outdoor Pool to the public. No credit shall be issued for partial weeks nor mid-season interruptions. In addition to the rental fee, the City shall pay all costs associated with the use and maintenance of the Outdoor Pool, such as chemicals, equipment and facilities. The additional rental fee for 2015 shall be prorated to \$2,000.00 for the time leased after the Swimming Pool Agreement expires on July 31, 2015.

4. The term of the summer lease for the Outdoor Pool lease will be renewable annually on May 15, at which time the City's additional rental fee is due and payable. The Outdoor Pool may be open for approximately ten (10) weeks-or from Memorial Day weekend to the end of the second week of in August of each year. The summer lease for the Outdoor Pool shall be automatically renewed for annual summer terms unless either party shall give the other party written notice of its intent to terminate at least 90 days prior to the time the additional rental fee is due.

5. Each party agrees to maintain liability insurance and the City agrees to provide the District with a current certificate of insurance which indicates full coverage of all liabilities associated with the Outdoor Pool naming District as an additional named insured, and including a general liability aggregate limit of \$5,000,000.00 for bodily injury or personal injury.

6. The City agrees to make other plans and arrangements for use of an indoor swimming pool and intends to serve its citizens and individual users in partnership with the Scottsbluff Family YMCA, if those citizens and individuals so choose. As of July 15, 2015, no public use will be allowed at the Splash Arena.

7. As resources and collaborative partnerships permit, the District intends to continue to utilize the Splash Arena to serve the Scottsbluff-Gering Seacats and the community-based Torpedo Swim Club as well as expanded instructional programming at Scottsbluff High School.

8. It is important to note that the facility, due to its age, is in need of significant renovation at a projected cost of \$1.7 million. Should the HVAC system (or other similarly integral component) suffer a catastrophic failure, the cost of repair would be of such significance that the immediate and indefinite closure of the building would likely be necessary.

[SIGNATURE PAGE WILL FOLLOW]

SCOTTSBLUFF PUBLIC SCHOOLS,
SCHOOL DISTRICT NO. 32, SCOTTS
BLUFF COUNTY, NEBRASKA, District,

By _____
Ruth Kozal, President
Board of Education

Attest:

Secretary, Board of Education

CITY OF SCOTTSBLUFF, NEBRASKA,
a Municipal Corporation, City,

By _____
Randy Meininger, Mayor

Attest:

City Clerk



FOR YOUTH DEVELOPMENT®
FOR HEALTHY LIVING
FOR SOCIAL RESPONSIBILITY

March 24, 2015

Scottsbluff City Council:

This letter is in regards to the Scottsbluff Family YMCA providing aquatic programs for individuals using the Splash for lap swim and water exercise.

After comparing the schedules of the Y and the Splash, they are almost identical. With the number of individuals using the Splash, the YMCA could absorb them into the Y programs without any problems.

The YMCA can offer a variety of other programs for these individuals. Twinges and Hinges is a therapy based program held in the Y therapy pool (water is 92°), Silver Sneakers is a land based class geared towards overall body strength and a walking track for those that want to add walking to their fitness program.

Please contact me at the YMCA if you have any questions (308)635-2318.

Sincerely,

Dean Behling
Executive Director

Scottsbluff Family YMCA
22 South Beltline Hwy, East
PO Box 2423
Scottsbluff, NE 69363-2423
P 308 635 2318 F 308 635 1260 www.ymcaofscottsbluff.org

City of Scottsbluff, Nebraska

Monday, April 6, 2015

Regular Meeting

Item Reports2

**Discussion and instructions to staff on the development of a
Community Redevelopment Authority.**

Staff Contact: Rick Kuckkahn, City Manager

MEMORANDUM

To: Annie Folck and Nathan Johnson
From: Rick Ediger and Kent Hadenfeldt
Date: March 23, 2015
Subject: Community Redevelopment Authority

§18-2101.01 of the Community Development Law provides that cities have the "power and authority to create a community development agency by ordinance, which agency may consist of the governing body of the city . . . or a new or existing municipal division or department, or combination thereof." To date, the City Council has acted as the City's community development agency. Existing City Ordinances dealing with Community Development are found in §6-2-165 (establishment of the Community Development Division in the Department of Development Services) and §6-2-166 (office of Community Development Administrator to direct the Community Development Division - appointed by the City Manager).

The authority to form a separate Community Redevelopment Authority ("CRA") is governed by §18-2102.01 of the Community Development Law. If the City Council decides to create a separate CRA, it must pass an ordinance to do so. The Mayor then, with the approval of the City Council, appoints five or seven members who shall constitute the CRA. If, for example, the Council determines that a five member CRA is appropriate, the terms of the five members would be staggered at the time of their initial appointment so that one member serves for one year, one member serves for two years, one member serves for three years, one member serves for four years, and one member serves for five years, with each member's term designated by the Mayor. As the terms of the members of the CRA expire, the City Manager appoints or reappoints members to five year terms with the approval of the City Council.

A CRA constitutes a separate public body and has the power to prepare or cause to be prepared and recommend redevelopment plans to the City Council and to undertake and carry out redevelopment projects. The CRA can also make expenditures necessary to carry out the purposes of the Community Development Law to include expenditures from funds obtained from the Federal Government. The powers of the CRA are set forth in §18-2107. Included in those powers is the authority to levy a separate tax in an amount not to exceed 2.6 cents of each \$100 valuation in the City. One question to resolve is how a CRA levy impacts the \$175,000 property tax levy limit mandated by the City Sales Tax ballot language. Since that

limit applies only to the General Fund, it would not apply to a CRA levy since the CRA would have its own separate fund.

Even if a CRA is created and has its own levy and right to spend City funds, there are two controls that are in the hands of the Council: (1) the CRA levy does not exist unless approved by the City Council during the budget process, and (2), if a TIF project would require a redevelopment plan (or an amendment to an existing plan), it would ultimately require Council approval.

Some of the potential advantages of a separate CRA are: (1) opportunities for specialization and concentration on economic development as opposed to putting this in the hands of the Council which already has plenty of responsibility; (2) more public involvement in the process allowing for a broader base of support; (3) the variety of programs available (for an example, facade improvement program, purchase of property, demolition of delapidated properties, etc.; and (4) the potential to remove politics from the decision-making and taking some pressure off elected officials. The City Council would continue to set policy through the redevelopment plan, adoption or amendment process. As indicated above, any project which expands the scope of the plan would require City Council approval.

Possible disadvantages of a separate CRA are: (1) Council loses a certain amount of control and may not have as much input as is the case where the Council is actually directing the project; (2) plan amendments can be more difficult to approve as the approval of two bodies is required; and (3) the need for willing volunteers to serve on the CRA. Number (3) is always a concern given the number of volunteers already required to fill the City's boards and commissions. One option to consider is the utilization of the members of the Economic Development Application Review Commission as members of the CRA.

Based upon applicable state statutes and the City's economic development plan, it does not appear the City Council could assign the duties of the CRA directly to the Economic Development Application Review Commission ("ARC"). There needs to be two separate bodies due to the fact that one (the CRA) is enabled by specific Nebraska statutes and the other (ARC) has its existence due to the City's economic development plan. There does not appear to be anything, however, that would prevent the same persons from serving on both the ARC and the CRA. A CRA has significantly more authority than the ARC. Nevertheless, the members of the two groups should be able to distinguish between their authority as CRA members and ARC members, conduct separate proceedings for each role, and perform two functions which are related by their economic development potential, but separated by their respective powers and duties.

According to §18-2101.01 of the Community Development Law, a CRA constitutes a public body, exercising public and essential governmental functions and having all the powers necessary or convenient to carry out and effectuate the purposes and provisions of the Community Development Law, to include the power (each item is summarized below):

(1) To enter into contracts and to have bylaws, rules, and regulations not inconsistent with the Community Development Law;

(2) To prepare or cause to be prepared and recommend redevelopment plans to the City Council and to carry out redevelopment projects;

(3) To arrange or contract for the furnishing or repair, by any person or agency, public or private, of services, privileges, works, streets, roads, public utilities, or other facilities for or in connection with a redevelopment project;

(4) To purchase, lease, obtain options, or acquire by gift, grant, bequest, devise, eminent domain, or otherwise any real or personal property, necessary or incidental to a redevelopment project; to hold, improve, clear, or prepare for redevelopment any such property; to sell, lease for a term not exceeding ninety-nine years, exchange, transfer, assign, subdivide, retain for its own use, to mortgage or encumber or dispose of its property; to enter into contracts with redevelopers of property; to borrow money, issue bonds, and provide security for loans or bonds; to establish a revolving loan fund; to insure or provide for the insurance of any property or the operation of the authority; to enter into any contracts necessary to effectuate the purposes of the Community Development Law; and to provide grants, loans, or other means of financing to public or private parties in order to accomplish the rehabilitation or redevelopment in accordance with a redevelopment plan;

(5) To invest any funds; and to redeem bonds;

(6) To borrow money and to apply for and accept advances, loans, grants, contributions, and any other form of financial assistance from the federal government, from the state, county, municipality, or other public body, or from any sources, public or private, including charitable funds, foundations, corporations, trusts, or bequests, for purposes of the Community Development Law,;

(7) To conduct examinations and investigations; and to make available to appropriate agencies or public officials, including those charged with the duty of abating or requiring the correction of nuisances or like conditions, demolishing unsafe or insanitary structures, or eliminating conditions of blight within its area of operation, its findings and recommendations with regard to any building or property where conditions exist which are dangerous to the public health, safety, morals, or welfare;

- (8) To make or have made surveys, appraisals, studies, and plans necessary to the carrying out of the purposes of the Community Development Law and to contract or;
- (9) To prepare plans and provide reasonable assistance for the relocation of families, businesses, and others displaced from a redevelopment project area to permit the carrying out of a redevelopment project;
- (10) To make expenditures as may be necessary to carry out the purposes of the Community Development Law; and to make expenditures from funds obtained from the federal government without regard to any other laws pertaining to the making and approval of appropriations and expenditures;
- (11) To certify to the City Council the amount of tax to be levied for each fiscal year for community redevelopment purposes (not to exceed 2.6 cents of each \$100 valuation). The proceeds for the levy shall be used to assist in the defraying of any expenses of redevelopment plans and projects, including the payment of principal and interest on any bonds issued to pay the costs of any such plans and projects;
- (12) To exercise all or any part or combination of the powers granted to the CRA;
- (13) To plan and carry out neighborhood development programs consisting of redevelopment project activities in one or more community redevelopment areas;
- (14) To agree with the governing body of the city for the imposition of an occupation tax for an enhanced employment area; and
- (15) To demolish any structure determined by the City Council to be unsafe or unfit for human occupancy in accordance with §18-1722.01 of the Community Development Law.

If it is determined by the City Council to proceed with a CRA, the next step would be to draft an Ordinance creating the CRA. We have obtained several examples from communities that currently have CRA's. We would also recommend contacting one or two First Class Cities that currently have a CRA in order to explore the practical application of the use of a CRA in those cities.

City of Scottsbluff, Nebraska

Monday, April 6, 2015

Regular Meeting

Item Reports3

Council to receive an update of the Comprehensive Plan.

Staff Contact: Annie Folck, City Planner

City of Scottsbluff, Nebraska

Monday, April 6, 2015

Regular Meeting

Item Reports4

Council to appoint a member to the Regional Economic Development Implementation committee.

Staff Contact: Rick Kuckkahn, City Manager

City of Scottsbluff, Nebraska

Monday, April 6, 2015

Regular Meeting

Item Reports5

Council to consider the Minatare Water Project Streamflow Credit Purchase Agreement and authorize the Mayor to execute the agreement.

Staff Contact: Rick Kuckkahn, City Manager

Streamflow Credit Purchase Agreement

This Streamflow Credit Purchase Agreement, hereinafter “Agreement” is made and between the **North Platte Natural Resources District**, hereinafter “District”, the **City of Scottsbluff**, hereinafter “Scottsbluff”, and the **City of Minatare**, hereinafter “Minatare”.

W I T N E S S E T H

WHEREAS, the District has statutory obligations to protect surface water users within the District from depletions to streamflow from certain transfers of municipal uses, as well as the duty to provide the Nebraska Department of Natural Resources, hereinafter “Department”, with consultation responses regarding municipal transfer permit applications.

WHEREAS, Scottsbluff, as the applicant for municipal transfer permit MT-43, is made a signator to this Agreement for the limited purpose of recognizing and acknowledging the rights and obligations of the District and Minatare contained herein.

WHEREAS, Minatare obtains its municipal water supply from a pipeline connected to the Scottsbluff well field, resulting in a change in the point of withdrawal of the Minatare municipal water supply.

WHEREAS, the District has determined that the amount of stream flow that will be depleted from the North Platte River during the five (5) months of the irrigation season (May through September, inclusive) as a result of the new point of municipal supply for Minatare will be 117 acre feet per year or 0.39 cubic feet per second, and that these depletions will occur in the reach of the river from which Winters Creek Canal Company, Central Irrigation District and Minatare Mutual Canal & Irrigation Company divert their respective natural flow surface water appropriations.

IT IS THEREFORE AGREED AS FOLLOWS:

1. The District shall transfer a total of 117 acre feet, which is the equivalent of a rate of flow of 0.39 cfs, which has been accrued to the credit of the District as a result of the District’s water management programs, to provide for the mitigation of Minatare’s irrigation season impacts to the above listed surface water appropriators.

2. Minatare shall pay the District a total of \$23,400.00 computed at the rate of \$200.00 per acre foot of credit transfer. This total payment shall be made by Minatare to the District upon execution of this Agreement by Minatare. The terms of this Agreement shall become effective upon execution and payment of such sum.

3. Upon execution of this Agreement and payment of the agreed upon sum, the District will provide a copy of this Agreement to the Department. The District will also provide the Department a completed consultation response, regarding Scottsbluff's application, MT-43, for a municipal transfer permit, acknowledging that the transfer of ground water to Minatare proposed under application MT-43 meets the requirements of the District's Rules and Regulations, including mitigation requirements to affected surface water appropriators.

4. The parties understand and acknowledge that this Agreement applies only to the transfer of ground water to Minatare proposed under application MT-43.

5. The parties to this Agreement acknowledge that each person executing this Agreement on behalf of the entity involved has been duly authorized by action of their respective entity in accordance with law, and that this Agreement shall be binding upon each entity party hereto.

North Platte Natural Resources District

City of Scottsbluff

By: John Berge, General Manager
Date: _____

By: _____
Date: _____

City of Minatare

By: _____
Date: _____

City of Scottsbluff, Nebraska

Monday, April 6, 2015

Regular Meeting

Item Reports6

Council to consider contract with USGS for the hydraulic modeling and flood inundation mapping of the North Platte River at Scottsbluff and authorize the Mayor to sign.

Staff Contact: Annie Folck, City Planner

Agenda Statement

Item No.

For meeting of: April 6, 2015

AGENDA TITLE: Council to consider contract with USGS for the hydraulic modeling and flood inundation mapping of the North Platte River at Scottsbluff and authorize the Mayor to sign.

SUBMITTED BY DEPARTMENT/ORGANIZATION: Planning and Zoning

PRESENTATION BY:

SUMMARY EXPLANATION: The City is currently working with the Nebraska Silver Jackets to complete an updated floodplain study for the City. The most recent floodplain study was completed in 1979. This contract with the USGS authorizes the City to contribute \$101,000 towards the flood inundation mapping portion of this project, which is the only cash match that the City will be providing. The entire value of the Silver Jackets Project is \$310,580. The flood inundation mapping will create online maps that can show in real time current and predicted flood levels throughout the community, based on upstream streamflow gauges.

BOARD/COMMISSION RECOMMENDATION: N/A

STAFF RECOMMENDATION: Staff recommends approval of this contract

EXHIBITS

Resolution Ordinance Contract Minutes Plan/Map

Other (specify) _____

NOTIFICATION LIST: Yes No Further Instructions

APPROVAL FOR SUBMITTAL: _____
City Manager

Rev 3/1/99CClerk



United States Department of the Interior

U.S. GEOLOGICAL SURVEY
Water Resources Discipline
Nebraska Water Science Center
5231 South 19th Street
Lincoln, NE 68512-1271

March 12, 2015

Randy Meininger, Mayor
City of Scottsbluff
2525 Circle Drive
Scottsbluff, NE 69361

Dear Mr. Meininger:

Enclosed are two copies of Joint Funding Agreement No. 15EMNE000220 for the hydraulic modeling and flood inundation mapping of the North Platte River at Scottsbluff project. The total amount of the agreement is \$152,400 or \$51,400 for the U.S. Geological Survey and \$101,000 for the City of Scottsbluff. Please sign both copies of the agreement and return one to this office as soon as possible. The second copy is for your records. Work cannot be started until we receive the signed agreement.

Work performed with funds from this agreement will be conducted on a fixed-price basis under the authority of statute 43 USC 36C. Billings will be rendered quarterly. The results of all work under this agreement will be available for publication by the U.S. Geological Survey.

Please contact Kellan Strauch at 402-328-4181 if you have any questions concerning this agreement.

Sincerely,

Richard C. Wilson, Acting Director
USGS Nebraska Water Science Center

2 Enclosures
USGS DUNS No. 949286512

Form 9-1366
continued

U.S. Department of the Interior
U.S. Geological Survey
Joint Funding Agreement

Customer #: 6000004539
Agreement #: 15EMNE000220
Project #: NR00F20
TIN #: 47-6006350

- 8. The maps, records, or reports resulting from this program shall be made available to the public as promptly as possible. The maps, records, or reports normally will be published by the party of the first part. However, the party of the second part reserves the right to publish the results of this program and, if already published by the party of the first part shall, upon request, be furnished by the party of the first part, at costs, impressions suitable for purposes of reproduction similar to that for which the original copy was prepared. The maps, records, or reports published by either party shall contain a statement of the cooperative relations between the parties.
- 9. USGS will issue billings utilizing Department of the Interior Bill for Collection (form DI-1040). Billing documents are to be rendered **quarterly**. Payments of bills are due within 60 days after the billing date. If not paid by the due date, interest will be charged at the current Treasury rate for each 30 day period, or portion thereof, that the payment is delayed beyond the due date. (31 USC 3717; Comptroller General File B-212222, August 23, 1983).

U.S. Geological Survey
United States
Department of the Interior

City of Scottsbluff

USGS Point of Contact

Customer Point of Contact

Name: Kellan Strauch
Address: 5231 South 19 St
Lincoln, NE 68512

Telephone: 402-328-4181
Email: kstrauch@usgs.gov

Name: Annie Folck
Address: 2525 Circle Drive
Scottsbluff, NE 69361

Telephone: 308-630-6244
Email: afolck@scottsbluff.org



Signatures

Signatures

By *[Signature]* Date 3/17/15
Name: Richard C. Wilson
Title: Acting Director

By _____ Date _____
Name: Randy Meininger
Title: Mayor

By _____ Date _____
Name: _____
Title: _____

By _____ Date _____
Name: _____
Title: _____

Form 9-1366
(Oct. 2005)

**U.S. Department of the
Interior
U.S. Geological Survey
Joint Funding Agreement
FOR
WATER RESOURCES INVESTIGATIONS**

Customer #: 600004539
Agreement #: 16EMNE000220
Project #: NR00FZ0
TIN #: 47-6006350
Fixed Cost Agreement Yes No

THIS AGREEMENT is entered into as of the 16th day of March 2015 by the U.S. GEOLOGICAL SURVEY, UNITED STATES DEPARTMENT OF THE INTERIOR, party of the first part, and the CITY OF SCOTTSBLUFF, party of the second part.

1. The parties hereto agree that subject to availability of appropriations and in accordance with their respective authorities there shall be maintained in cooperation, **hydraulic modeling and flood inundation mapping for the North Platte River, Scottsbluff, NE**, herein called the program. The USGS legal authority is 43 USC 36C; 43 USC 50; and 43 USC 50b.
2. The following amounts shall be contributed to cover all of the cost of the necessary field and analytical work directly related to this program. 2(b) includes *In-Kind Services* in the amount of \$0.

(a) **\$51,400** by the party of the first part during the period
March 16, 2015 to September 30, 2017

(b) **\$101,000** by the party of the second part during the period
March 16, 2015 to September 30, 2017

- (c) Additional or reduced amounts by each party during the above period or succeeding periods as may be determined by mutual agreement and set forth in an exchange of letters between the parties.
- (d) The performance period may be changed by mutual agreement and set forth in an exchange of letters between the parties.
3. The costs of this program may be paid by either party in conformity with the laws and regulations respectively governing each party.
4. The field and analytical work pertaining to this program shall be under the direction of or subject to periodic review by an authorized representative of the party of the first part.
5. The areas to be included in the program shall be determined by mutual agreement between the parties hereto or their authorized representatives. The methods employed in the field and office shall be those adopted by the party of the first part to insure the required standards of accuracy subject to modification by mutual agreement.
6. During the course of this program, all field and analytical work of either party pertaining to this program shall be open to the inspection of the other party, and if the work is not being carried on in a mutually satisfactory manner, either party may terminate this agreement upon 60 days written notice to the other party.
7. The original records resulting from this program will be deposited in the office of origin of those records. Upon request, copies of the original records will be provided to the office of the other party.

Form 9-1366
continued

U.S. Department of the Interior
U.S. Geological Survey
Joint Funding Agreement

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- 8. The maps, records, or reports resulting from this program shall be made available to the public as promptly as possible. The maps, records, or reports normally will be published by the party of the first part. However, the party of the second part reserves the right to publish the results of this program and, if already published by the party of the first part shall, upon request, be furnished by the party of the first part, at costs, impressions suitable for purposes of reproduction similar to that for which the original copy was prepared. The maps, records, or reports published by either party shall contain a statement of the cooperative relations between the parties.
- 9. USGS will issue billings utilizing Department of the Interior Bill for Collection (form DI-1040). Billing documents are to be rendered **quarterly**. Payments of bills are due within 60 days after the billing date. If not paid by the due date, interest will be charged at the current Treasury rate for each 30 day period, or portion thereof, that the payment is delayed beyond the due date. (31 USC 3717; Comptroller General File B-212222, August 23, 1983).

U.S. Geological Survey
United States
Department of the Interior

City of Scottsbluff

USGS Point of Contact

Customer Point of Contact

Name: Kellan Strauch
Address: 5231 South 19 St
Lincoln, NE 68512

Name: Annie Folck
Address: 2525 Circle Drive
Scottsbluff, NE 69361

Telephone: 402-328-4181
Email: kstrauch@usgs.gov

Telephone: 308-630-6244
Email: afolck@scottsbluff.org

Signatures

Signatures

By  Date 3/17/15
 Name: Richard C. Wilson
 Title: Acting Director

By _____ Date _____
 Name: Randy Meininger
 Title: Mayor



By _____ Date _____
Name:
Title:

By _____ Date _____
Name:
Title:

Form 9-1366
(Oct. 2005)

**U.S. Department of the
Interior
U.S. Geological Survey
Joint Funding Agreement
FOR
WATER RESOURCES INVESTIGATIONS**

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City of Scottsbluff, Nebraska

Monday, April 6, 2015

Regular Meeting

Item Reports⁷

Council to consider sending a letter to the Oil and Gas Commission regarding the disposal of wastewater in Sioux County.

Staff Contact: Rick Kuckkahn, City Manager

On behalf of the Scottsbluff City Council I would like to thank the Oil and Gas Commission for their careful consideration of the deep well injection project proposed in Sioux County, NE. I am sure the Commission understands the quality of drinking water continues to degrade for a variety of reasons. The cost to the City has increased dramatically over the years, in part due to needs in treatment and delivery. As a result Scottsbluff is dedicated to protecting our water resources from any new sources of potential contamination.

We understand this is not the first well of this type as there are thousands. While leaks and dumping have been cited in the regulatory process, the numbers of violations do not seem to indicate specific problems in the process nor does experience suggest contamination migrating to unpredicted areas.

We are concerned with the long term impacts. Given the infancy of this method of disposal, our primary local concern is the down-gradient location of the City of Scottsbluff's drinking water well site. This is a relatively new and very expensive investment in our community's long term future. We need to see and understand the factual evidence to assure ourselves there is no reason for alarm. We are confident that the complete chemical analysis and geomorphology data are part of the proposal.

By way of this letter we are requesting that information be forwarded to our City Clerk.

We again appreciate the opportunity to inform the Commission of our questions and concerns and trust that the "pause" in processing the permit will give us time to carefully examine the facts and reach a limited risk solution.

City of Scottsbluff, Nebraska

Monday, April 6, 2015

Regular Meeting

Item Reports8

Council to conduct the City Manager's annual performance review.

Staff Contact: City Council

City of Scottsbluff, Nebraska
Monday, April 6, 2015
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