

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

Regular Meeting
May 18, 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 (Items in the consent calendar are proposed for adoption by one action for all items unless any member of the council requests that an item be considered separately.):
 - a) Approve the minutes of the May 4, 2015 Regular Meeting.
 - b) Approve the absence of Council Member Gonzales from the May 4, 2015 Regular Meeting.
7. Claims:
 - a) Regular claims
8. Bids & Awards:
 - a) Council to consider awarding the bid for Paving District 312 to Infinity Construction in the amount of \$788,406.00.
9. Petitions, Communications, Public Input:
 - a) Approve issuance of a special arts-related event wine permits for the West Nebraska Arts Center, 106 East 18th Street and special designated liquor licenses for three events.
 - b) Council consideration of an Economic Development Assistance Agreement with Southwest Business Corporation (SWBC).
10. Public Hearings:
 - a) Council to continue the public hearing opened on April 20, 2015 to consider the rezone of proposed Lots 1 & 2, Block 9 Five Oaks Subd., and unplatted lands, from A- Agricultural to C-2 Neighborhood & Retail Commercial, parcels are South of 42nd & East of Highway 71; and approve the Ordinance.

- b) Council to conduct a public hearing set for this date at 6:05 p.m. to consider the Blight and Substandard Conditions Study for the area southeast of Highway 71 and 42nd Street and Adler Tracts.
 - c) Council to approve the study designating a portion of Five Oaks Subdivision and Adler Tracts as Blighted and Substandard and approve the Resolution.
11. Subdivisions & Public Improvements:
- a) Council to consider an Ordinance to Vacate Block 9, Five Oaks Subdivision, Scottsbluff, Scotts Bluff County, Nebraska.
 - b) Council to consider a Revised Preliminary Plat for Five Oaks Subdivision.
 - c) Council to receive an update of the status of the Developer's Agreement for the Five Oaks Subdivision.
 - d) Council to receive a report on the Proposed Final Plat for Lots 1 and 2, Block 9, Five Oaks Subdivision, situated in the NW ¼ of Section 14, T22N, R55W of the 6th P.M., Scotts Bluff County, Nebraska.
12. Reports from Staff, Boards & Commissions:
- a) Council to remove from the table the beverage contract with Pepsi Cola of Western Nebraska for city park facilities.
 - b) Council to consider the beverage contract with Pepsi Cola of Western Nebraska for city park facilities and authorize the Mayor to execute the contract.
 - c) Council to approve the contract for concessions at Lacy Park and authorize the Mayor to execute the contract.
 - d) Council to receive an update of the downtown development project.
 - e) Council to receive an update of the comprehensive development plan.
 - f) Council to receive a report on the Regional Economic Development interlocal meeting.
 - g) Council discussion and instructions to staff regarding Simon Contractor's liquidated damages.
13. Resolution & Ordinances:
- a) Council to consider an Ordinance providing for the levy of a Retail Business Occupation Tax (third reading).
 - b) Council to consider an Ordinance annexing approximately 32.67± acres of the Five Oaks Subdivision, situated south of 42nd Street and East of Avenue I to the current city limits line into the Corporate Limits of the City of Scottsbluff (third reading).
 - c) Council to consider an Ordinance correcting addresses for City Parks and facilities.
 - d) Council to consider an Ordinance amending the admission price for the public swimming pools.
14. Executive Session (Council reserves the right to enter into closed session if deemed necessary if the item is on the agenda.)
- a) Executive Session based on Council request.

15. Public Comments: The purpose of this agenda item is to allow for public comment of items for potential discussion at a future Council Meeting. Comments brought to the Council are for information only. The Council will not take any action on the item except for referring it to staff to address or placement on a future Council Agenda. This comment period will be limited to three (3) minutes per person
16. Council reports (informational only):
17. Scottsbluff Youth Council Representative report (informational only):
18. Adjournment.

City of Scottsbluff, Nebraska

Monday, May 18, 2015

Regular Meeting

Item Consent1

Approve the minutes of the May 4, 2015 Regular Meeting.

Staff Contact: Cindy Dickinson, City Clerk

The Scottsbluff City Council met in a regular meeting on Monday, May 4, 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 May 1, 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 May 1, 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: Jordan Colwell, Randy Meininger, Liz Hilyard and Scott Shaver. Absent: Raymond Gonzales.

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 Hilyard, seconded by Council Member Colwell that,

1. "The minutes of the April 20, 2015 Regular Meeting be approved,"
2. "A public hearing be set for June 1, 2015 at 6:05 p.m. to consider the Redevelopment Plan for the Monument Mall Rehabilitation including a request for Tax Increment Financing,"
3. "A public hearing be set for May 18, 2015 at 6:05 p.m. to consider the Blight and Substandard Conditions Study for the area southeast of Highway 71 and 42nd Street and Adler Tracts," "YEAS", Colwell, Meininger, and Hilyard. "NAYS" Shaver. Absent: Gonzales.

Moved by Council Member Shaver, seconded by Council Member Hilyard, "that the following claims be and hereby are approved and should be paid as provided by law out of the respective funds designated in the list of claims dated May 4, 2015, as on file with the City Clerk and submitted to the City Council," "YEAS", Colwell, Meininger, Hilyard and Shaver, "NAYS" None. Absent: Gonzales.

CLAIMS

3M CENTER-TRAFFIC CONTROL,SUPP - BARRICADE TAPE,3159.5; AE SERVICES, LLC,4th Avenue Tornado Siren repairs,325; ALAMAR CORP,UNIFORMS,490.37; AMAZON.COM HEADQUARTERS,Misc.,490.31; AULICK LEASING CORP,GRD MTC,975.65; BAKER & ASSOCIATES INC,CONTRACTUAL SVC,3757.32; BLUFFS SANITARY SUPPLY INC.,Jan sup,399.26; BRUNZ, BRANDI,SCHOOLS & CONF,174; CELLCO PARTNERSHIP,CELL PHONE,505.41; CEMENTER'S INC,DEPT SUP,164.78; CITIBANK N.A.,DEPT SUP,345.97; CITIBANK, N.A.,DEP SUP,853.76; COLONIAL LIFE & ACCIDENT INSURANCE COMPANY,Life & Dis Ins,48.7; COLORADO ASPHALT SERVICES, INC,1 LOAD COLD ASPHALT FOR PATCHING,3572.13; CONTRACTORS MATERIALS INC.,SUPP - POSTS, TAPE,867.82; CREDIT MANAGEMENT SERVICES INC.,Wage Attch,191.4; CYNTHIA GREEN,DEPT SUPPL,133.35; DALE'S TIRE & RETREADING, INC.,EQP MTC,217.72; DUANE E. WOHLERS,disposal fees,2400;

ELXSI,EQUIP MAINT,2390.71; EMBASSY SUITES OMAHA-LA VISTA,SCHOOLS & CONF,406.35; ENERGY LABORATORIES, INC,CONTRACTUAL SVC,6128; ENVIRONMENTAL SYSTEMS RESEARCH INSTITUTE INC,EQUIP MAINT,300; FASTENAL COMPANY,DEPT SUP,2041.14; FEDERAL EXPRESS CORPORATION,POSTAGE,688.22; FLOYD'S TRUCK CENTER, INC,vehicle mtnc,448.13; FYR-TEK INC,SCBA part,14.95; GARTON, LYNN, School/Conf,7; GENERAL ELECTRIC CAPITAL CORPORATION,VEHICLE MAINT,529.33; H D SUPPLY WATERWORKS LTD,METERS,57425.76; HAWKINS, INC.,CHEMICALS,3935; HD SUPPLY FACILITIES MAINTENANCE LTD,DEPT SUP,3544.92; HEILBRUN'S INC.,Oil and filters for Engine 1 & 2,940.11; HENKEL'S MACHINE AND WELDING,equip mtnc,1709.37; HODGES, JOSHUA H,CON SRV,200; ICMA RETIREMENT TRUST-457,Def Comp,1325.14; IDEAL LAUNDRY AND CLEANERS, INC.,SUPP,387.58; INDEPENDENT PLUMBING AND HEATING, INC,GRD MTC,9; INGRAM LIBRARY SERVICES INC,Bks,99.37; INLAND TRUCK PARTS & SERVICE,vehicle mtnc,53.39; IN-SITU, INC,DEPT SUP,82.95; INTERNAL REVENUE SERVICE,Fed Withholding,59612.84; INTRALINKS, INC,DEPT SUPPLIES,2251.41; INVENTIVE WIRELESS OF NE, LLC,DEP SUP,62.95; J G ELLIOTT CO.INC.,Annual Volunteer Insurance,2353; JOHN DEERE FINANCIAL,DEP SUP,198.3; JOHN DEERE FINANCIAL,DEP SUP,341.68; JOHN DEERE FINANCIAL,EQP MTC,1019.87; JULIUS D KONCABA,VEHICLE MAINT,3344.68; KRIZ-DAVIS COMPANY,DEPT SUP,11.67; LEAGUE ASSOCIATION OF RISK MANAGEMENT, VEHICLE INS.,211.51; M.C. SCHAFF & ASSOCIATES, INC,ENG. SERVICES FOR CHIP SEAL PROJECT,47198.5; MADER, PERRY,SCH CON,686.83; MAILFINANCE INC,Rntl- pstg,451.76; MAIN STREET APPLIANCE,gear washing machine,1550; MARIE'S EMBROIDERY,UNIFORMS,22; MATT FRIEND TRUCK EQUIPMENT, INC,DEPT SUP,1602.32; MENARDS, INC,DEPT SUP,1127.09; MICHAEL B KEMBEL,REPAIR DOOR ON TRANS. SHOP,105.4; MIDLANDS NEWSPAPERS, INC,Legal Pub,16.79; MIDWEST MOTOR SUPPLY CO INC,SUPP,328.32; MIKE WARREN,OIL TANK, AIR PUMP, HOSE REEL,3526.66; MIRACLE RECREATION EQUIPMENT, GRD MTC,697.98; MONUMENT PREVENTION COALITION, CONTRACTUAL, 939.94; MUNICIPAL PIPE SERVICES, INC.,EQUIP MAINT,400; NE CHILD SUPPORT PAYMENT CENTER,NE CHILD SUPPORT PYBLE,1814.68; NE DEPT OF REVENUE, St Income Tax W/H, 17984.7, Sales Tax 26,363.65; NE LIBRARY COMMISSION, Db rnl,1732.5; NEBRASKA SAFETY & FIRE EQUIPEMENT INC.,FIRE EXTINGUISHER INSPECTION,441; NEBRASKA PUBLIC POWER DISTRICT,Electric,2 0169.05; NEOPOST, POSTAGE,300; NEWMAN, TIMOTHY, SCHOOLS & CONF,33; NORTHWEST PIPE FITTINGS, INC. OF SCOTTSBLUFF,GND MTC, 184.61; OCLC ONLINE COMPUTER LIBRARY CENTER, INC,Cont. srvc,300.85; OREGON TRAIL PLUMBING, HEATING & COOLING INC,EQP MTC,775; PAIR-A-DICE PROPERTIES VI, LLC,SCHOOLS & CONF,166; PANHANDLE ENVIRONMENTAL SERVICES INC,SAMPLES,164; PANHANDLE HUMANE SOCIETY,Contract,4964.31; PAUL REED CONSTRUCTION & SUPPLY, INC,CRUSHED CONCRETE,371.84; PLATTE VALLEY BANK, HSA, 13425.23; POSTMASTER, Postage,779.7; POWERPLAN,EQP MTC,2524.18; PUBLIC AGENCY TRAINING COUNCIL, SCHOOLS & CONF,990; QUILL CORP,DEPT SUPPL,374.81; RAILROAD MANAGEMENT CO III, LLC,RENT-LAND,160.78; RAINBOW GROUP, LLC,GRD MTC,2850; REAMS SPRINKLER SUPPLY CO.,GRD MTC,170.17; REGIONAL CARE INC,INS. PREMIUM,62618.16, FLEX 378; ROHRER, JOSEPH,SCHOOLS & CONF,174; ROOSEVELT PUBLIC POWER DISTRICT, Electric, 1763.21; RUSCH'S GENERAL CONTRACTING, LLC,CONTRACTUAL SVC,5048; S M E C,Emp Deductions,238; SANDBERG IMPLEMENT, INC,EQP MTC,280.67; SCB FIREFIGHTERS UNION LOCAL 1454,FIRE EE DUES,225; SCOTTSBLUFF POLICE OFFICERS ASSOCIATION,POLICE EE DUES,600; SCOTTSBLUFF SCREENPRINTING & EMBROIDERY, LLC,dept supplies,526; SCOTTSBLUFF WINNELSON COMPANY,DEPT SUP,71.69; SHERIFF'S OFFICE,Legal Fees,218.26; SHERWIN WILLIAMS,BLD MTC,98.88; SIMON CONTRACTORS,DEPT SUP,9447.52; SIMON CONTRACTORS,DEP SUP,472.5; SNELL SERVICES INC.,ELC MTC,105; SOURCE GAS,Monthly Energy Fuel,2126.49; SPECIAL INVESTIGATIONS,ALC COMPL CKS,400; SPENCER MCMURTRY,GRD MTC,245.88; STATE OF NE.,CONTRACTUAL,420; STATE OF NEBR,TELEPHONE,7.34; STRAUB, ROBERT,SCHOOLS & CONF,48; SUHOR INDUSTRIES,

INC.,DEP SUP,110; THOMAS HINDS,Witness Fees,23.45; THOMPSON PUBLISHING GROUP INC, SUBSCRIPTION,536.99; TIM COPELAND,Witness Fees,23.45; TORRINGTON SOD FARMS, GRD MTC,565.8; TOTAL FUNDS BY HASLER,Pstg,500; UPSTART ENTERPRISES, LLC,DEPT SUPPL, 317.8; US BANK,Dep sup,682.07; VERNE SIMMONDS CO,CNT,22353; WASSON, BRIAN, SCHOOLS & CONF,48; WATER ENVIRONMENT FEDERATION,MEMBERSHIPS,70; WELLS FARGO BANK, N.A.,Retiremnt,28975.93; WESTERN COOPERATIVE COMPANY,GRD MTC,1426.36; WESTERN SURETY COMPANY,EMPL.BLANKET BOND,950; YELLMAN, ABBIGAIL, Reimb.,5.95; ZM LUMBER INC,GRD MTC,146.88; UTILITY REFUNDS: RANDY SCOTT 283.23; CANDO INVESTMENTS 1.46; DOWNEY'S MIDWEST STUDIO 6; IRENE KNUTSON 7.62; ALVIN VANCE 3.35.

Moved by Mayor Meininger, seconded by Council Member Shaver, "to approve the payment of claim by warrant for Paving District #312, Reganis 12th Ave. project, and approve Resolution No. 15-05-01," "YEAS", Colwell, Meininger, Hilyard and Shaver, "NAYS" None. Absent: Gonzales.

RESOLUTION NO. 15-05-01

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

That the claim of M.C. Schaff and Associates, Inc. in the amount of \$71,426.00, being the first pay estimate for Paving District #312, is approved and the City Clerk is authorized to issue a warrant for the payment of such claim.

Passed and approved this 4th day of May, 2015.

Mayor

ATTEST:

City Clerk

"seal"

Mayor Meininger explained that a public hearing was opened at the April 20, 2015 Meeting to consider the zone change request for Lots 1 and 2, Block 1, City Central Subdivision. The owners have withdrawn their application and are no longer requesting the zone change. Mayor Meininger asked if there was anyone present to comment on this public hearing item. There were no comments from the public. Mayor Meininger officially closed this public hearing at 6:05 p.m. He commented that the withdrawal of this requested was from the property owners and not reflective of any actions by the City of Scottsbluff.

Judy Amoo, representing the Seven Seals Award by the Employer Support of Guard and Reserve (ESGR) was present to thank the City Council and the City of Scottsbluff for encouraging support for employees involved in the Guard and Reserve. She asked Ezekiel Bowen and Jana Bode to come forward. Mr. Bowen, nominated Ms. Bode, Human Resource Director, for the Seven Seals Award, which is the highest award presented to employers. Mr. Bowen explained that when he contacted the HR Director, she was very supportive and explained the details of the Veteran's preference points. Ms. Bode accepted the award and commented that historically, the City of Scottsbluff has been very supportive of our Military personnel and has complied with all laws regarding the Veteran's preference points. She added that it was an honor to accept the award on behalf of the City of Scottsbluff.

Mayor Meininger read the Proclamation designating May 14 as Peace Officers Memorial Day, and the week in which it falls as Police Week. Police Chief Kevin Spencer accepted the Proclamation on behalf of the Police Department.

Leann Sato, Stormwater Specialist, introduced Mr. Cooper, 8th grade teacher from Community Christian (the City of Scottsbluff Adopt a School Partner) and three of his students, Mary Newman, Jace Pauli and Cameron Geary. They shared the public service announcements (PSA) created by the students for stormwater and litter reduction awareness. The PSA's will be broadcast on the local television station.

At 6:20 p.m., Mayor Meininger moved, seconded by Council Member Shaver "to adjourn the Regular Meeting and convene as the Scottsbluff Leasing Corporation," "YEAS", Colwell, Meininger, Hilyard and Shaver, "NAYS" None. Absent: Gonzales.
(Minutes of the Scottsbluff Leasing Corporation are under separate file)

At 6:30 p.m., moved by Council Member Hilyard, seconded by Council Member Colwell, "to reconvene the regular Council Meeting," "YEAS", Colwell, Meininger, Hilyard and Shaver, "NAYS" None. Absent: Gonzales.

Council considered an Ordinance authorizing the City of Scottsbluff to issue \$3,850,000.00 principal amount of Lease Rental Revenue and Refunding Bonds, and authorizing the Mayor to sign additional documents as needed for the issuance. Mayor Meininger introduced Ordinance No. 4155 which was read by title on first reading: **AN ORDINANCE AUTHORIZING THE CITY OF SCOTTSBLUFF, NEBRASKA TO CONVEY TO THE CITY OF SCOTTSBLUFF LEASING CORPORATION CERTAIN ADDITIONAL REAL ESTATE OF THE CITY; APPROVING THE ISSUANCE OF NOT TO EXCEED \$3,850,000 PRINCIPAL AMOUNT OF TAX SUPPORTED LEASE RENTAL REVENUE AND REFUNDING BONDS IN ONE OR MORE SERIES BY THE CITY OF SCOTTSBLUFF LEASING CORPORATION, FOR THE PURPOSE OF PROVIDING FUNDS TO (1) PROVIDE FOR THE PAYMENT AND REDEMPTION OF \$2,205,000 AGGREGATE PRINCIPAL AMOUNT OF THE CORPORATION'S TAX SUPPORTED LEASE RENTAL REVENUE AND REFUNDING BONDS, SERIES 2009 AND \$1,285,000 AGGREGATE PRINCIPAL AMOUNT OF THE CORPORATION'S LEASE RENTAL REVENUE BONDS, SERIES 2010, UPON THE SATISFACTION OF CERTAIN CONDITIONS, AND (2) PAY THE COSTS OF A PROJECT FOR THE CITY INVOLVING SUCH REAL ESTATE; AUTHORIZING AND APPROVING CERTAIN DOCUMENTS IN CONNECTION WITH THE ISSUANCE OF SUCH BONDS; AND AUTHORIZING CERTAIN OTHER ACTIONS IN CONNECTION WITH THE ISSUANCE OF SUCH BONDS.**

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", Colwell, Meininger, Hilyard and Shaver, "NAYS", None. Absent: Gonzales.

The motion carried having been approved by three-fourths of the Council Members. Moved by Mayor Meininger, seconded by Council Member Hilyard, "that Ordinance No. 4155 be adopted," "YEAS", Colwell, Meininger, Hilyard and Shaver, "NAYS", None. Absent: Gonzales.

Mr. Scott Keene, Ameritas, explained the Highway Allocation Bond that will finance the proposed road work. The bond amount will not exceed \$2,500,000.00 to cover the cost of the seal coat project, 27th Street and 2nd Avenue intersection; zoo entrance and 12th Avenue construction. Mr. Kuckkahn added that by using bond funds to finance these projects, we are able to take advantage of low interest rates and low oil prices. Council Member Shaver asked why the bond is more than the actual cost of the projects. Mr. Keene explained that this will provide some flexibility with the financing if needed.

Mayor Meininger introduced Ordinance No. 4156 which was read by title on first reading: **AN ORDINANCE AUTHORIZING THE ISSUANCE, SALE, AND DELIVERY OF GENERAL OBLIGATION HIGHWAY ALLOCATION FUND PLEDGE BONDS, SERIES 2015, OF THE CITY OF SCOTTSBLUFF, NEBRASKA IN A PRINCIPAL AMOUNT NOT TO EXCEED \$2,500,000 TO PAY THE COSTS OF CONSTRUCTING IMPROVEMENTS TO CERTAIN STREETS OF THE CITY; PRESCRIBING THE FORM AND CERTAIN DETAILS OF THE BOND AND PROVIDING FOR THE FIXING AND ESTABLISHING OF OTHER DETAILS OF THE BONDS; PLEDGING FUNDS RECEIVED FROM THE NEBRASKA HIGHWAY ALLOCATION FUND AND PROVIDING FOR THE LEVY AND COLLECTION OF AN**

ANNUAL TAX FOR THE PURPOSE OF PAYING THE PRINCIPAL OF AND INTEREST ON THE BONDS AS THEY BECOME DUE; AND AUTHORIZING CERTAIN OTHER DOCUMENTS AND ACTIONS IN CONNECTION THEREWITH; PROVIDING FOR PUBLICATION OF THIS ORDINANCE IN PAMPHLET FORM; AND RELATED MATTERS.

Moved by Mayor Meininger, seconded by Council Member Hilyard, "that the statutory rule requiring the Ordinance to be read by title on three different days be suspended," "YEAS", Colwell, Meininger, Hilyard and Shaver, "NAYS", None. Absent: Gonzales.

The motion carried having been approved by three-fourths of the Council Members. Moved by Mayor Meininger, seconded by Council Member Hilyard, "that Ordinance No. 4156 be adopted," "YEAS", Colwell, Meininger, Hilyard and Shaver, "NAYS", None. Absent: Gonzales.

City Manager Kuckkahn presented the bids for engineering services for the utility infrastructure evaluation. Two of the four firms submitting bids were interviewed – Diamondback Engineering and Surveying and SEH. M.C. Schaff and Baker & Associates were not interviewed. Staff is recommending awarding the bid to Diamondback Engineering as the most responsible bid, which is also the least expensive at \$79,800.00. The bid from SEH was \$174,800.00. Moved by Council Member Hilyard, seconded by Mayor Meininger, "to award engineering services for the preparation of a Current and Future Utility Infrastructure Evaluation to Diamondback Engineering and Surveying in the amount of \$79,800.00," "YEAS", Colwell, Meininger, Hilyard and Shaver, "NAYS", None. Absent: Gonzales.

Assistant City Manager explained that we only received one bid for the Sanitary Sewer Main & Siphon Project, and it was much higher than the engineer's estimate. Staff is recommending rejecting the bid and rebidding the project later in the year. Moved by Council Member Hilyard, seconded by Mayor Meininger, "to reject the bid received from Paul Reed Construction for the Sanitary Sewer Main & Siphon Project due to funding resources and limited bid proposals," "YEAS", Colwell, Meininger, Hilyard and Shaver, "NAYS", None. Absent: Gonzales.

Mr. Johnson presented the bid for the City wide seal coat project from Topkote, Inc. This was the only bid received. The engineer's estimate was \$1.8 million and this bid is \$1,882,600.00. Public Works Director Mark Bohl commented that the last time we had this done was 1994. This project was bid by square yards and should cover all residential areas. The contractor plans to begin on June 15, 2015. Moved by Mayor Meininger, seconded by Council Member Hilyard, "to award the bid for the Seal Coat Project to Topkote, Inc. in the amount of \$1,882,600.00," "YEAS", Colwell, Meininger, Hilyard and Shaver, "NAYS", None. Absent: Gonzales.

Assistant City Manager Johnson presented a draft policy regarding a minimum General Fund reserve balance policy to be used with the upcoming budget workshop. Government Finance Officers Association (GFOA) recommends a reserve of two months operating fund, however staff is recommending a more conservative reserve of three months or 25%. Staff will be evaluating the cost of essential services in the event of a dire economy and a need to scale the budget back.

Staff is projecting a 4% increase in revenues for the remainder of this fiscal year and a 1% increase in department budgets for next budget year. We are anticipating an increase in sales tax revenue for the remainder of this fiscal year based on recent reports. Council Member Shaver commented that he would be more comfortable with 0%, with an increase if revenues increase.

Moved by Council Member Hilyard, seconded by Council Member Colwell, "to approve the revenue projections of 4% for the remainder of FY2014/2015 and 1% increase in department budgets for FY2015/2016," "YEAS", Colwell, Meininger, and Hilyard. "NAYS" Shaver. Absent: Gonzales.

Mr. Johnson explained that staff solicited proposals for beverage service for the city park and recreation facilities. Staff solicited proposals and received bids from Pepsi and Coke as suppliers. Staff is very familiar with Pepsi and they listed specific donated items and specific dollar amounts, which was preferred over the Coke proposal of paying based on sales, which is unpredictable. Council Member Shaver questioned the per unit price for the products and if we could find products for less. Staff will bring more information back to Council regarding the proposal. Moved by Mayor Meininger, seconded by Council Member Hilyard, "to table the beverage contract with Pepsi for the city park facilities," "YEAS", Colwell, Meininger, Hilyard and Shaver, "NAYS", None. Absent: Gonzales.

Regarding the annual maintenance agreement for the copier at the Police Department, it was moved by Mayor Meininger, seconded by Council Member Shaver, "to approve the Copier Connection Maintenance Contract for the Police Department and authorize the Mayor to execute the contract," "YEAS", Colwell, Meininger, Hilyard and Shaver, "NAYS", None. Absent: Gonzales.

Regarding the annual maintenance agreement for the copier at the Library, it was moved by Council Member Hilyard, seconded by Council Member Colwell, "to approve the Copier Connection Maintenance Contract for the Library and authorize the Mayor to execute the contract," "YEAS", Colwell, Meininger, Hilyard, "NAYS", Shaver. Absent: Gonzales.

Assistant City Manager Johnson presented the change order for the CR24 water main installation project. The Nebraska Department of Roads is requesting an increase in the 20" bore and casing, which also resulted in additional costs for restoration of vegetation and 12" fittings. In addition, it is necessary to relocate the fire hydrants. The total cost with the change order is still less than the engineer's estimate for this project. Moved by Council Member Shaver, seconded by Mayor Meininger, "to approve change orders in the amount of \$48,184.06 on the CR24 Water Main Installation Project for additional 20" bore and casing required by NDOR and additional materials needed for fire hydrant relocation," "YEAS", Colwell, Meininger, Hilyard and Shaver, "NAYS", None. Absent: Gonzales.

Regarding the proposed annexation of property, Council introduced the Ordinance which was read by title on second reading: **AN ORDINANCE ANNEXING A PARCEL OF LAND CONSISTING OF 1,423,091 SQ. FT. (32.67 ACRES), MORE OR LESS, IN THE NORTHWEST QUARTER OF SECTION 14, TOWNSHIP 22 NORTH, RANGE 55 WEST, OF THE 6TH PRINCIPAL MERIDIAN, IN SCOTTS BLUFF COUNTY, NEBRASKA, SAID TRACT OR PARCEL BEING MORE PARTICULARLY DESCRIBED BELOW.**

Council then considered the Ordinance providing for the levy of a Retail Business Occupation Tax. Mayor Meininger introduced the Ordinance which was read by title on second reading: **AN ORDINANCE PROVIDING FOR AGREEMENT TO THE LEVY OF A RETAIL BUSINESS OCCUPATION TAX; THE LEVY OF A RETAIL BUSINESS OCCUPATION TAX; ESTABLISHING DEFINITIONS; PROVIDING FOR THE ADMINISTRATION, COLLECTIONS, RETURNS, DELINQUENCIES AND RECOVERY OF UNPAID AMOUNTS RELATED TO SUCH OCCUPATION TAX; SPECIFYING HOW SUCH TAX REVENUE WILL BE USED; PROVIDING A SUNSET PROVISION FOR THE TAX; PROVIDING FOR PUBLICATION IN PAMPHLET FORM, PROVIDING FOR AN EFFECTIVE DATE AND RELATED MATTERS.**

Council introduced Ordinance No. 4157 dealing with plumbers, licensing and regulations, clarifying that examinations must be given upon application for a plumbing license which was read by title on third reading: **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.** Moved by Mayor Meininger, seconded by Council Member Shaver, "to approve Ordinance No. 4157," "YEAS", Colwell, Meininger, Hilyard and Shaver, "NAYS", None. Absent: Gonzales.

Under Council Reports, Council Member Colwell informed the Council about the events of Tourism Week and shared information about the new tourism trailer with scenic Nebraska art work.

Moved by Council Member Shaver, seconded by Council Member Colwell, "to adjourn the meeting at 7:00 p.m.," "YEAS", Colwell, Meininger, Hilyard and Shaver, "NAYS", None. Absent: Gonzales.

Mayor

Attest:

City Clerk
Seal

City of Scottsbluff, Nebraska

Monday, May 18, 2015

Regular Meeting

Item Consent2

Approve the absence of Council Member Gonzales from the May 4, 2015 Regular Meeting.

Staff Contact: Rick Kuckkahn, City Manager

City of Scottsbluff, Nebraska
Monday, May 18, 2015
Regular Meeting

Item Claims1

Regular claims

Staff Contact: Renae Griffiths, Finance Director



Expense Approval Report

By Vendor Name

Post Dates 5/5/2015 - 5/18/2015

Description (Payable)	Account Name	(None)	(None)	(None)	Amount
Vendor: 00751 - GALE/CENGAGE LEARNING					
Fund: 111 - GENERAL					
Bks	BOOKS				22.39
				Fund 111 - GENERAL Total:	22.39
				Vendor 00751 - GALE/CENGAGE LEARNING Total:	22.39
Vendor: 00743 - 3M CENTER-TRAFFIC CONTROL					
Fund: 212 - TRANSPORTATION					
SUPP - SIGNING MATERIAL - FI...	DEPARTMENT SUPPLIES				1,035.00
ADHESIVE FOR PAVEMENT TAPE	DEPARTMENT SUPPLIES				370.00
				Fund 212 - TRANSPORTATION Total:	1,405.00
				Vendor 00743 - 3M CENTER-TRAFFIC CONTROL Total:	1,405.00
Vendor: 00393 - ACTION COMMUNICATIONS INC.					
Fund: 111 - GENERAL					
VEH MTC	VEHICLE MAINTENANCE				48.50
parts	EQUIPMENT MAINTENANCE				15.50
radio batteries and parts	EQUIPMENT MAINTENANCE				822.00
ELE MTC	ELECTRICAL MAINTENANCE				535.00
				Fund 111 - GENERAL Total:	1,421.00
Fund: 621 - ENVIRONMENTAL SERVICES					
INTERNET SERVICE	DEPARTMENT SUPPLIES				27.50
				Fund 621 - ENVIRONMENTAL SERVICES Total:	27.50
Fund: 631 - WASTEWATER					
INTERNET SERVICE	DEPARTMENT SUPPLIES				27.50
				Fund 631 - WASTEWATER Total:	27.50
				Vendor 00393 - ACTION COMMUNICATIONS INC. Total:	1,476.00
Vendor: 08144 - AE SERVICES, LLC					
Fund: 111 - GENERAL					
Dept Supp	DEPARTMENT SUPPLIES				76.85
EQP MTC	EQUIPMENT MAINTENANCE				150.00
				Fund 111 - GENERAL Total:	226.85
				Vendor 08144 - AE SERVICES, LLC Total:	226.85
Vendor: 09502 - AFC LLC					
Fund: 218 - PUBLIC SAFETY					
INSURANCE REPLACEMENT	EQUIPMENT				17,712.00
				Fund 218 - PUBLIC SAFETY Total:	17,712.00
				Vendor 09502 - AFC LLC Total:	17,712.00
Vendor: 09373 - AIR EVAC EMS, INC					
Fund: 111 - GENERAL					
EE GROUP MEMBERSHIP	CONTRACTUAL SERVICES				1,430.00
				Fund 111 - GENERAL Total:	1,430.00
				Vendor 09373 - AIR EVAC EMS, INC Total:	1,430.00
Vendor: 00310 - ALAMAR CORP					
Fund: 218 - PUBLIC SAFETY					
CIP-PO SUPPLIES	DEPARTMENT SUPPLIES				620.50
				Fund 218 - PUBLIC SAFETY Total:	620.50
				Vendor 00310 - ALAMAR CORP Total:	620.50
Vendor: 05887 - ALLO COMMUNICATIONS,LLC					
Fund: 111 - GENERAL					
LOCAL TELEPHONE CHARGES	TELEPHONE				235.90

Expense Approval Report

Post Dates: 5/5/2015 - 5/18/2015

Description (Payable)	Account Name	(None)	(None)	(None)	Amount
LOCAL TELEPHONE CHARGES	TELEPHONE				69.55
LOCAL TELEPHONE CHARGES	TELEPHONE				68.05
LOCAL TELEPHONE CHARGES	TELEPHONE				37.19
LOCAL TELEPHONE CHARGES	TELEPHONE				228.05
LOCAL TELEPHONE CHARGES	TELEPHONE				246.40
LOCAL TELEPHONE CHARGES	TELEPHONE				361.97
LOCAL TELEPHONE CHARGES	TELEPHONE				1,625.74
LOCAL TELEPHONE CHARGES	TELEPHONE				552.76
LOCAL TELEPHONE CHARGES	TELEPHONE				170.86
LOCAL TELEPHONE CHARGES	TELEPHONE				169.36
				Fund 111 - GENERAL Total:	3,765.83
Fund: 212 - TRANSPORTATION					
LOCAL TELEPHONE CHARGES	TELEPHONE				519.04
				Fund 212 - TRANSPORTATION Total:	519.04
Fund: 213 - CEMETERY					
LOCAL TELEPHONE CHARGES	TELEPHONE				69.55
				Fund 213 - CEMETERY Total:	69.55
Fund: 621 - ENVIRONMENTAL SERVICES					
LOCAL TELEPHONE CHARGES	TELEPHONE				195.09
				Fund 621 - ENVIRONMENTAL SERVICES Total:	195.09
Fund: 631 - WASTEWATER					
LOCAL TELEPHONE CHARGES	TELEPHONE				134.58
				Fund 631 - WASTEWATER Total:	134.58
Fund: 641 - WATER					
LOCAL TELEPHONE CHARGES	TELEPHONE				102.82
				Fund 641 - WATER Total:	102.82
Fund: 661 - STORMWATER					
LOCAL TELEPHONE CHARGES	TELEPHONE				34.78
				Fund 661 - STORMWATER Total:	34.78
Fund: 721 - GIS SERVICES					
LOCAL TELEPHONE CHARGES	TELEPHONE				34.19
				Fund 721 - GIS SERVICES Total:	34.19
				Vendor 05887 - ALLO COMMUNICATIONS,LLC Total:	4,855.88
Vendor: 09349 - ANDREW HAYWARD					
Fund: 111 - GENERAL					
CON SRV	CONTRACTUAL SERVICES				1,600.00
				Fund 111 - GENERAL Total:	1,600.00
				Vendor 09349 - ANDREW HAYWARD Total:	1,600.00
Vendor: 02118 - ANITA'S GREENSCAPING INC					
Fund: 216 - BUSINESS IMPROVEMENT					
BID PRKNG LTS	CONTRACTUAL SERVICES				638.90
				Fund 216 - BUSINESS IMPROVEMENT Total:	638.90
Fund: 661 - STORMWATER					
STRM WTR LNDSCPNG MNTNC	CONTRACTUAL SERVICES				227.77
				Fund 661 - STORMWATER Total:	227.77
				Vendor 02118 - ANITA'S GREENSCAPING INC Total:	866.67
Vendor: 05044 - ASSOCIATED SUPPLY CO, INC					
Fund: 111 - GENERAL					
BLD MTC	BUILDING MAINTENANCE				1,046.04
				Fund 111 - GENERAL Total:	1,046.04
				Vendor 05044 - ASSOCIATED SUPPLY CO, INC Total:	1,046.04

Expense Approval Report

Post Dates: 5/5/2015 - 5/18/2015

Description (Payable)	Account Name	(None)	(None)	(None)	Amount
Vendor: 06781 - ASSURITY LIFE INSURANCE CO					
Fund: 713 - CASH & INVESTMENT POOL					
Life Ins	LIFE INS EE PAYABLE				34.36
				Fund 713 - CASH & INVESTMENT POOL Total:	34.36
				Vendor 06781 - ASSURITY LIFE INSURANCE CO Total:	34.36
Vendor: 01986 - AULICK LEASING CORP					
Fund: 111 - GENERAL					
GRN MTC	GROUNDS MAINTENANCE				504.98
				Fund 111 - GENERAL Total:	504.98
				Vendor 01986 - AULICK LEASING CORP Total:	504.98
Vendor: 04575 - AUTOZONE STORES, INC					
Fund: 111 - GENERAL					
VEH MAINT	VEHICLE MAINTENANCE				44.72
				Fund 111 - GENERAL Total:	44.72
				Vendor 04575 - AUTOZONE STORES, INC Total:	44.72
Vendor: 00271 - B&C STEEL CORPORATION					
Fund: 212 - TRANSPORTATION					
SUPP - IRON	DEPARTMENT SUPPLIES				103.94
				Fund 212 - TRANSPORTATION Total:	103.94
				Vendor 00271 - B&C STEEL CORPORATION Total:	103.94
Vendor: 00734 - BIRUTA D. WALTON					
Fund: 631 - WASTEWATER					
EQUIP MAINT	EQUIPMENT MAINTENANCE				224.25
				Fund 631 - WASTEWATER Total:	224.25
				Vendor 00734 - BIRUTA D. WALTON Total:	224.25
Vendor: 00405 - BLUFFS SANITARY SUPPLY INC.					
Fund: 111 - GENERAL					
JANIT SUPPL	JANITORIAL SUPPLIES				31.13
JANIT SUPPL	JANITORIAL SUPPLIES				31.12
Janitorial Supp	JANITORIAL SUPPLIES				13.36
DEPT SUPPL	DEPARTMENT SUPPLIES				37.19
DEPT SUPPL	DEPARTMENT SUPPLIES				37.18
Dept Supp	DEPARTMENT SUPPLIES				46.79
Dept Supp	JANITORIAL SUPPLIES				55.25
Jan sup	JANITORIAL SUPPLIES				15.00
Jan sup	JANITORIAL SUPPLIES				192.36
				Fund 111 - GENERAL Total:	459.38
				Vendor 00405 - BLUFFS SANITARY SUPPLY INC. Total:	459.38
Vendor: 08975 - BRIDGER TWOMBLY					
Fund: 641 - WATER					
School/Conf	SCHOOL & CONFERENCE				37.31
				Fund 641 - WATER Total:	37.31
				Vendor 08975 - BRIDGER TWOMBLY Total:	37.31
Vendor: 00735 - CAPITAL BUSINESS SYSTEMS INC.					
Fund: 111 - GENERAL					
Cont. srvcs	CONTRACTUAL SERVICES				140.49
Equip lease	EQUIPMENT MAINTENANCE				166.06
CONTRACTUAL	CONTRACTUAL SERVICES				101.56
				Fund 111 - GENERAL Total:	408.11
				Vendor 00735 - CAPITAL BUSINESS SYSTEMS INC. Total:	408.11

Expense Approval Report

Post Dates: 5/5/2015 - 5/18/2015

Description (Payable)	Account Name	(None)	(None)	(None)	Amount	
Vendor: 00612 - CARLSON, DEBRA						
Fund: 111 - GENERAL						
Reimb	DEPARTMENT SUPPLIES				24.36	
					Fund 111 - GENERAL Total:	24.36
					Vendor 00612 - CARLSON, DEBRA Total:	24.36
Vendor: 00055 - CARR TRUMBULL LBR INC.						
Fund: 111 - GENERAL						
BLD MTC	BUILDING MAINTENANCE				107.40	
					Fund 111 - GENERAL Total:	107.40
					Vendor 00055 - CARR TRUMBULL LBR INC. Total:	107.40
Vendor: 07911 - CELLCO PARTNERSHIP						
Fund: 111 - GENERAL						
monthly cells	CELLULAR PHONE				213.36	
					Fund 111 - GENERAL Total:	213.36
Fund: 212 - TRANSPORTATION						
CELL PHONE FOR ON CALL	TELEPHONE				16.33	
					Fund 212 - TRANSPORTATION Total:	16.33
Fund: 631 - WASTEWATER						
CELL PHONE	CELLULAR PHONE				47.58	
					Fund 631 - WASTEWATER Total:	47.58
Fund: 641 - WATER						
CELL PHONE	CELLULAR PHONE				82.84	
					Fund 641 - WATER Total:	82.84
					Vendor 07911 - CELLCO PARTNERSHIP Total:	360.11
Vendor: 00363 - CEMENTER'S INC						
Fund: 641 - WATER						
DEPT SUP	DEPARTMENT SUPPLIES				409.28	
					Fund 641 - WATER Total:	409.28
					Vendor 00363 - CEMENTER'S INC Total:	409.28
Vendor: 02396 - CITIBANK N.A.						
Fund: 111 - GENERAL						
DEV S. SUP	DEPARTMENT SUPPLIES				91.98	
					Fund 111 - GENERAL Total:	91.98
Fund: 212 - TRANSPORTATION						
SUPP - PHONE COAX	DEPARTMENT SUPPLIES				39.99	
					Fund 212 - TRANSPORTATION Total:	39.99
Fund: 621 - ENVIRONMENTAL SERVICES						
dept supplies	DEPARTMENT SUPPLIES				29.99	
dept supplies	DEPARTMENT SUPPLIES				579.98	
dept supplies	DEPARTMENT SUPPLIES				93.46	
					Fund 621 - ENVIRONMENTAL SERVICES Total:	703.43
Fund: 631 - WASTEWATER						
DEPT SUP	DEPARTMENT SUPPLIES				499.99	
DEPT SUP	DEPARTMENT SUPPLIES				160.97	
					Fund 631 - WASTEWATER Total:	660.96
					Vendor 02396 - CITIBANK N.A. Total:	1,496.36
Vendor: 00484 - CITY OF GERING						
Fund: 111 - GENERAL						
GRD MTC	GROUNDS MAINTENANCE				12.65	
GRD MTC	GROUNDS MAINTENANCE				16.50	
					Fund 111 - GENERAL Total:	29.15

Expense Approval Report

Post Dates: 5/5/2015 - 5/18/2015

Description (Payable)	Account Name	(None)	(None)	(None)	Amount
Fund: 621 - ENVIRONMENTAL SERVICES					
disposal fees	DISPOSAL FEES				47,575.39
				Fund 621 - ENVIRONMENTAL SERVICES Total:	47,575.39
				Vendor 00484 - CITY OF GERING Total:	47,604.54
Vendor: 00706 - COMPUTER CONNECTION INC					
Fund: 111 - GENERAL					
RENT-MACH	RENT-MACHINES				48.35
DEPT. SUPPLIES	DEPARTMENT SUPPLIES				29.95
DEPT. SUPPLIES	DEPARTMENT SUPPLIES				219.00
Cpr main.	CONTRACTUAL SERVICES				240.00
				Fund 111 - GENERAL Total:	537.30
				Vendor 00706 - COMPUTER CONNECTION INC Total:	537.30
Vendor: 00267 - CONTRACTORS MATERIALS INC.					
Fund: 111 - GENERAL					
DEP SUP	DEPARTMENT SUPPLIES				57.82
				Fund 111 - GENERAL Total:	57.82
Fund: 621 - ENVIRONMENTAL SERVICES					
dept supplies	DEPARTMENT SUPPLIES				54.88
				Fund 621 - ENVIRONMENTAL SERVICES Total:	54.88
				Vendor 00267 - CONTRACTORS MATERIALS INC. Total:	112.70
Vendor: 05709 - CREDIT BUREAU OF COUNCIL BLUFFS					
Fund: 111 - GENERAL					
SERVICES	CONSULTING SERVICES				28.50
				Fund 111 - GENERAL Total:	28.50
				Vendor 05709 - CREDIT BUREAU OF COUNCIL BLUFFS Total:	28.50
Vendor: 06564 - CREDIT MANAGEMENT SERVICES INC.					
Fund: 713 - CASH & INVESTMENT POOL					
Wage Attch	WAGE ATTACHMENT EE PAY				191.40
				Fund 713 - CASH & INVESTMENT POOL Total:	191.40
				Vendor 06564 - CREDIT MANAGEMENT SERVICES INC. Total:	191.40
Vendor: 00295 - CULLIGAN OF SCOTTSBLUFF					
Fund: 111 - GENERAL					
BLDG MAINT	BUILDING MAINTENANCE				8.50
BLDG MAINT	BUILDING MAINTENANCE				8.50
BLDG MAINT	BUILDING MAINTENANCE				8.50
BLDG MAINT	BUILDING MAINTENANCE				8.50
Dept Supp	DEPARTMENT SUPPLIES				51.00
BLDG MAINT	BUILDING MAINTENANCE				21.25
BLDG MAINT	BUILDING MAINTENANCE				21.25
Dep sup	DEPARTMENT SUPPLIES				76.50
				Fund 111 - GENERAL Total:	204.00
Fund: 212 - TRANSPORTATION					
USED COOLER & WATER	DEPARTMENT SUPPLIES				89.75
				Fund 212 - TRANSPORTATION Total:	89.75
Fund: 621 - ENVIRONMENTAL SERVICES					
dept supplies	DEPARTMENT SUPPLIES				35.00
dept supplies	DEPARTMENT SUPPLIES				60.75
				Fund 621 - ENVIRONMENTAL SERVICES Total:	95.75
				Vendor 00295 - CULLIGAN OF SCOTTSBLUFF Total:	389.50
Vendor: 03321 - DALE'S TIRE & RETREADING, INC.					
Fund: 111 - GENERAL					
EQP MTC	EQUIPMENT MAINTENANCE				71.50
EQP MTC	EQUIPMENT MAINTENANCE				25.36
				Fund 111 - GENERAL Total:	96.86

Expense Approval Report

Post Dates: 5/5/2015 - 5/18/2015

Description (Payable)	Account Name	(None)	(None)	(None)	Amount
Fund: 212 - TRANSPORTATION					
TIRE REPAIR - MOVING TRACT...	EQUIPMENT MAINTENANCE				15.00
					Fund 212 - TRANSPORTATION Total:
					15.00
Fund: 641 - WATER					
EQUIP MAINT	EQUIPMENT MAINTENANCE				705.98
					Fund 641 - WATER Total:
					705.98
					Vendor 03321 - DALE'S TIRE & RETREADING, INC. Total:
					817.84
Vendor: 09500 - DOMINGO PALOMO					
Fund: 223 - KENO					
TREE REBATE	CONTRACTUAL SERVICES				72.00
					Fund 223 - KENO Total:
					72.00
					Vendor 09500 - DOMINGO PALOMO Total:
					72.00
Vendor: 07421 - DUANE E. WOHLERS					
Fund: 621 - ENVIRONMENTAL SERVICES					
disposal fees	DISPOSAL FEES				800.00
					Fund 621 - ENVIRONMENTAL SERVICES Total:
					800.00
					Vendor 07421 - DUANE E. WOHLERS Total:
					800.00
Vendor: 09486 - ELECTRONIC RECYCLERS, INC					
Fund: 621 - ENVIRONMENTAL SERVICES					
disposal fees	DISPOSAL FEES				2,487.02
					Fund 621 - ENVIRONMENTAL SERVICES Total:
					2,487.02
					Vendor 09486 - ELECTRONIC RECYCLERS, INC Total:
					2,487.02
Vendor: 01003 - ELLIOTT EQUIPMENT COMPANY INC.					
Fund: 621 - ENVIRONMENTAL SERVICES					
vehicle mtnc	VEHICLE MAINTENANCE				235.71
					Fund 621 - ENVIRONMENTAL SERVICES Total:
					235.71
					Vendor 01003 - ELLIOTT EQUIPMENT COMPANY INC. Total:
					235.71
Vendor: 07574 - FAT BOYS TIRE AND AUTO					
Fund: 212 - TRANSPORTATION					
TIRES FOR BUCKET TRUCK	VEHICLE MAINTENANCE				730.54
TIRE REPAIR FOR GRADER	EQUIPMENT MAINTENANCE				67.00
					Fund 212 - TRANSPORTATION Total:
					797.54
					Vendor 07574 - FAT BOYS TIRE AND AUTO Total:
					797.54
Vendor: 00548 - FEDERAL EXPRESS CORPORATION					
Fund: 641 - WATER					
POSTAGE	POSTAGE				96.57
POSTAGE	POSTAGE				80.05
					Fund 641 - WATER Total:
					176.62
					Vendor 00548 - FEDERAL EXPRESS CORPORATION Total:
					176.62
Vendor: 07993 - FELSBURG HOLT & ULLEVIG, INC					
Fund: 661 - STORMWATER					
STRM WTR PROF SRVCS	CONTRACTUAL SERVICES				528.08
					Fund 661 - STORMWATER Total:
					528.08
					Vendor 07993 - FELSBURG HOLT & ULLEVIG, INC Total:
					528.08
Vendor: 00462 - FIRST STATE BANK					
Fund: 311 - DEBT SERVICE					
Lease pymt	DEBT SERVICE-PRINCIPAL				50,944.33
Lease pymt	DEBT SERVICE-INTEREST				1,625.53
					Fund 311 - DEBT SERVICE Total:
					52,569.86
					Vendor 00462 - FIRST STATE BANK Total:
					52,569.86
Vendor: 00794 - FLOYD'S TRUCK CENTER, INC					
Fund: 621 - ENVIRONMENTAL SERVICES					
vehicle mtnc	VEHICLE MAINTENANCE				171.09
vehicle mtnc	VEHICLE MAINTENANCE				4,152.07

Expense Approval Report

Post Dates: 5/5/2015 - 5/18/2015

Description (Payable)	Account Name	(None)	(None)	(None)	Amount
vehicle mtnc	VEHICLE MAINTENANCE				63.12
				Fund 621 - ENVIRONMENTAL SERVICES Total:	4,386.28
				Vendor 00794 - FLOYD'S TRUCK CENTER, INC Total:	4,386.28
Vendor: 01153 - GARY'S CLEANING & RESTORATION SERV					
Fund: 223 - KENO					
Clng	DEPARTMENT SUPPLIES				4,805.94
				Fund 223 - KENO Total:	4,805.94
				Vendor 01153 - GARY'S CLEANING & RESTORATION SERV Total:	4,805.94
Vendor: 00022 - GENERAL ELECTRIC CAPITAL CORPORATION					
Fund: 111 - GENERAL					
Dep sup	DEPARTMENT SUPPLIES				167.14
				Fund 111 - GENERAL Total:	167.14
Fund: 631 - WASTEWATER					
EQUIP MAINT	EQUIPMENT MAINTENANCE				56.72
				Fund 631 - WASTEWATER Total:	56.72
Fund: 641 - WATER					
DEPT SUP	DEPARTMENT SUPPLIES				78.31
				Fund 641 - WATER Total:	78.31
Fund: 661 - STORMWATER					
STRM WTR SUP	DEPARTMENT SUPPLIES				8.94
				Fund 661 - STORMWATER Total:	8.94
				Vendor 00022 - GENERAL ELECTRIC CAPITAL CORPORATION Total:	311.11
Vendor: 07926 - GERING MEDIA GROUP					
Fund: 111 - GENERAL					
nwspr nrw1	SUBSCRIPTIONS				30.00
				Fund 111 - GENERAL Total:	30.00
				Vendor 07926 - GERING MEDIA GROUP Total:	30.00
Vendor: 07036 - HASTINGS HOSPITALITY INC					
Fund: 111 - GENERAL					
hotel Glenn	SCHOOL & CONFERENCE				284.85
				Fund 111 - GENERAL Total:	284.85
				Vendor 07036 - HASTINGS HOSPITALITY INC Total:	284.85
Vendor: 04371 - HAWKINS, INC.					
Fund: 641 - WATER					
CHEMICALS	CHEMICALS				2,518.65
				Fund 641 - WATER Total:	2,518.65
				Vendor 04371 - HAWKINS, INC. Total:	2,518.65
Vendor: 00861 - HEILBRUN'S INC.					
Fund: 212 - TRANSPORTATION					
FILTER FOR LOADER	EQUIPMENT MAINTENANCE				11.49
FUEL PUMP FOR PICKUP	VEHICLE MAINTENANCE				146.36
PARTS FOR PICKUP	VEHICLE MAINTENANCE				5.23
PART FOR PICKUP	VEHICLE MAINTENANCE				5.85
PART FOR PICKUP	VEHICLE MAINTENANCE				2.52
PARTS FOR GRADER	EQUIPMENT MAINTENANCE				20.73
SUPP	DEPARTMENT SUPPLIES				17.37
OIL FOR CENTRAL GARAGE	OIL & ANTIFREEZE				-58.79
STRUT TAMER & SEATING TOOL...	DEPARTMENT SUPPLIES				1,186.28
PARTS FOR PICKUP	VEHICLE MAINTENANCE				19.08
OIL FOR CENTRAL GARAGE	OIL & ANTIFREEZE				91.77
PARTS FOR D. TRUCK	VEHICLE MAINTENANCE				239.12
PARTS FOR D. TRUCK	VEHICLE MAINTENANCE				38.29
				Fund 212 - TRANSPORTATION Total:	1,725.30

Expense Approval Report

Post Dates: 5/5/2015 - 5/18/2015

Description (Payable)	Account Name	(None)	(None)	(None)	Amount
Fund: 621 - ENVIRONMENTAL SERVICES					
dept supplies	DEPARTMENT SUPPLIES				2,272.62
				Fund 621 - ENVIRONMENTAL SERVICES Total:	2,272.62
Fund: 631 - WASTEWATER					
VEH MAINT	VEHICLE MAINTENANCE				251.16
EQUIP MAINT	EQUIPMENT MAINTENANCE				17.65
				Fund 631 - WASTEWATER Total:	268.81
				Vendor 00861 - HEILBRUN'S INC. Total:	4,266.73
Vendor: 00299 - HULLINGER GLASS & LOCKS INC.					
Fund: 111 - GENERAL					
BLD MTC	BUILDING MAINTENANCE				61.00
DEP SUP	DEPARTMENT SUPPLIES				153.00
				Fund 111 - GENERAL Total:	214.00
				Vendor 00299 - HULLINGER GLASS & LOCKS INC. Total:	214.00
Vendor: 06423 - HYDROTEX PARTNERS, LTD					
Fund: 212 - TRANSPORTATION					
OIL FOR CENTRAL GARAGE	OIL & ANTIFREEZE				4,423.02
				Fund 212 - TRANSPORTATION Total:	4,423.02
				Vendor 06423 - HYDROTEX PARTNERS, LTD Total:	4,423.02
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					
Dept Supp	DEPARTMENT SUPPLIES				44.23
UNIFORMS	UNIFORMS & CLOTHING				96.39
JAN SUP	JANITORIAL SUPPLIES				28.44
DEP SUP	DEPARTMENT SUPPLIES				36.30
JAN SUP	JANITORIAL SUPPLIES				255.21
UNIFORMS	UNIFORMS & CLOTHING				91.80
JAN SUP	JANITORIAL SUPPLIES				47.04
DEP SUP	DEPARTMENT SUPPLIES				41.58
UNIFORMS	UNIFORMS & CLOTHING				91.80
JAN SUP	JANITORIAL SUPPLIES				150.06
UNIFORMS	UNIFORMS & CLOTHING				96.39
JAN SUP	JANITORIAL SUPPLIES				90.50
Jan sup	JANITORIAL SUPPLIES				76.62
Jan sup	JANITORIAL SUPPLIES				76.62
				Fund 111 - GENERAL Total:	1,222.98
Fund: 212 - TRANSPORTATION					
SUPP - MATS, TOWELS, CVRLLS	DEPARTMENT SUPPLIES				68.13
SUPP	DEPARTMENT SUPPLIES				43.53
				Fund 212 - TRANSPORTATION Total:	111.66
Fund: 213 - CEMETERY					
JAN SUP	JANITORIAL SUPPLIES				9.53
				Fund 213 - CEMETERY Total:	9.53
Fund: 621 - ENVIRONMENTAL SERVICES					
dept supplies	DEPARTMENT SUPPLIES				251.85
				Fund 621 - ENVIRONMENTAL SERVICES Total:	251.85
Fund: 641 - WATER					
CONTRACTUAL SVC	CONTRACTUAL SERVICES				23.39
				Fund 641 - WATER Total:	23.39
				Vendor 00525 - IDEAL LAUNDRY AND CLEANERS, INC. Total:	1,619.41

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Description (Payable)	Account Name	(None)	(None)	(None)	Amount
Vendor: 00937 - INDEPENDENT PLUMBING AND HEATING, INC					
Fund: 111 - GENERAL					
GRD MTC	GROUNDS MAINTENANCE				57.60
GRD MTC	GROUNDS MAINTENANCE				28.49
Fund 111 - GENERAL Total:					86.09
Vendor 00937 - INDEPENDENT PLUMBING AND HEATING, INC Total:					86.09
Vendor: 09291 - INGRAM LIBRARY SERVICES INC					
Fund: 111 - GENERAL					
Bks	BOOKS				3,053.52
Bks	BOOKS				782.84
Bks	BOOKS				132.14
Bks	BOOKS				235.36
Fund 111 - GENERAL Total:					4,203.86
Fund: 211 - REGIONAL LIBRARY					
Bks	BOOKS				38.85
Fund 211 - REGIONAL LIBRARY Total:					38.85
Vendor 09291 - INGRAM LIBRARY SERVICES INC Total:					4,242.71
Vendor: 08154 - INTERNAL REVENUE SERVICE					
Fund: 713 - CASH & INVESTMENT POOL					
W/H taxes	MEDICARE W/H EE PAYABLE				3,666.21
W/H taxes	FICA W/H EE PAYABLE				13,618.83
W/H taxes	FED W/H EE PAYABLE				25,416.03
W/H taxes	MEDICARE W/H ER PAYABLE				3,666.21
W/H taxes	FICA W/H ER PAYABLE				13,618.83
Fund 713 - CASH & INVESTMENT POOL Total:					59,986.11
Vendor 08154 - INTERNAL REVENUE SERVICE Total:					59,986.11
Vendor: 05696 - INVENTIVE WIRELESS OF NE, LLC					
Fund: 111 - GENERAL					
DEP SUP	DEPARTMENT SUPPLIES				54.95
Fund 111 - GENERAL Total:					54.95
Vendor 05696 - INVENTIVE WIRELESS OF NE, LLC Total:					54.95
Vendor: 06131 - JOHN DEERE FINANCIAL					
Fund: 111 - GENERAL					
EQP MTC	EQUIPMENT MAINTENANCE				66.95
DEP SUP	DEPARTMENT SUPPLIES				149.99
DEP SUP	DEPARTMENT SUPPLIES				40.98
Fund 111 - GENERAL Total:					257.92
Vendor 06131 - JOHN DEERE FINANCIAL Total:					257.92
Vendor: 09474 - JOHN DEERE FINANCIAL					
Fund: 111 - GENERAL					
EQP MTC	EQUIPMENT MAINTENANCE				550.00
EQP MTC	EQUIPMENT MAINTENANCE				180.41
Fund 111 - GENERAL Total:					730.41
Vendor 09474 - JOHN DEERE FINANCIAL Total:					730.41
Vendor: 09503 - JOSHUA JAMES BENZ					
Fund: 111 - GENERAL					
DEP SUP	DEPARTMENT SUPPLIES				960.50
Fund 111 - GENERAL Total:					960.50
Vendor 09503 - JOSHUA JAMES BENZ Total:					960.50
Vendor: 00778 - KAWASAKI KORNER					
Fund: 111 - GENERAL					
EQP MTC	EQUIPMENT MAINTENANCE				1,980.94
Fund 111 - GENERAL Total:					1,980.94
Vendor 00778 - KAWASAKI KORNER Total:					1,980.94

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Description (Payable)	Account Name	(None)	(None)	(None)	Amount
Vendor: 04320 - KEVIN, PEGGY SEGELKE					
Fund: 621 - ENVIRONMENTAL SERVICES					
equip mtnc	EQUIPMENT MAINTENANCE				877.35
				Fund 621 - ENVIRONMENTAL SERVICES Total:	877.35
				Vendor 04320 - KEVIN, PEGGY SEGELKE Total:	877.35
Vendor: 02522 - KITE, LANCE					
Fund: 111 - GENERAL					
SCHOOLS & CONF	SCHOOL & CONFERENCE				120.00
				Fund 111 - GENERAL Total:	120.00
				Vendor 02522 - KITE, LANCE Total:	120.00
Vendor: 00639 - KRIZ-DAVIS COMPANY					
Fund: 111 - GENERAL					
ELC MTC	ELECTRICAL MAINTENANCE				306.85
				Fund 111 - GENERAL Total:	306.85
Fund: 631 - WASTEWATER					
DEPT SUP	DEPARTMENT SUPPLIES				75.62
				Fund 631 - WASTEWATER Total:	75.62
				Vendor 00639 - KRIZ-DAVIS COMPANY Total:	382.47
Vendor: 04892 - LEAGUE ASSOCIATION OF RISK MANAGEMENT					
Fund: 212 - TRANSPORTATION					
PROPERTY INS.	FIRE INSURANCE				101.66
				Fund 212 - TRANSPORTATION Total:	101.66
				Vendor 04892 - LEAGUE ASSOCIATION OF RISK MANAGEMENT Total:	101.66
Vendor: 05578 - LEXISNEXIS RISK DATA MANAGMENT INC					
Fund: 111 - GENERAL					
CONSULTING	CONSULTING SERVICES				100.00
				Fund 111 - GENERAL Total:	100.00
				Vendor 05578 - LEXISNEXIS RISK DATA MANAGMENT INC Total:	100.00
Vendor: 00242 - M.C. SCHAFF & ASSOCIATES, INC					
Fund: 111 - GENERAL					
DEPT CNTRCL SRVCS	CONTRACTUAL SERVICES				6,036.00
				Fund 111 - GENERAL Total:	6,036.00
				Vendor 00242 - M.C. SCHAFF & ASSOCIATES, INC Total:	6,036.00
Vendor: 08190 - MADISON NATIONAL LIFE					
Fund: 111 - GENERAL					
Life & Dis Ins	DISABILITY INSURANCE				381.20
				Fund 111 - GENERAL Total:	381.20
Fund: 713 - CASH & INVESTMENT POOL					
Life & Dis Ins	LIFE INS EE PAYABLE				38.68
Life & Dis Ins	DIS INC INS EE PAYABLE				641.93
Life & Dis Ins	LIFE INS ER PAYABLE				768.67
				Fund 713 - CASH & INVESTMENT POOL Total:	1,449.28
				Vendor 08190 - MADISON NATIONAL LIFE Total:	1,830.48
Vendor: 00336 - MARIE'S EMBROIDERY					
Fund: 111 - GENERAL					
UNIFORMS	UNIFORMS & CLOTHING				29.00
				Fund 111 - GENERAL Total:	29.00
				Vendor 00336 - MARIE'S EMBROIDERY Total:	29.00
Vendor: 06530 - M-B CO, INC					
Fund: 212 - TRANSPORTATION					
CUTTER WHEEL FOR RIDE-ON P...	EQUIPMENT MAINTENANCE				939.38
				Fund 212 - TRANSPORTATION Total:	939.38
				Vendor 06530 - M-B CO, INC Total:	939.38

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Description (Payable)	Account Name	(None)	(None)	(None)	Amount
Vendor: 07628 - MENARDS, INC					
Fund: 111 - GENERAL					
Building maint.	BUILDING MAINTENANCE				59.40
building maint.	BUILDING MAINTENANCE				106.92
building maint.	BUILDING MAINTENANCE				44.55
DEP SUP	DEPARTMENT SUPPLIES				34.09
DEP SUP	DEPARTMENT SUPPLIES				64.99
BLD MTC	BUILDING MAINTENANCE				13.52
Fund 111 - GENERAL Total:					323.47
Fund: 212 - TRANSPORTATION					
SUPP	DEPARTMENT SUPPLIES				5.99
Fund 212 - TRANSPORTATION Total:					5.99
Fund: 213 - CEMETERY					
DEP SUP	DEPARTMENT SUPPLIES				236.88
Fund 213 - CEMETERY Total:					236.88
Fund: 215 - SPECIAL PROJECTS					
FIREARMS RANGE SUPPL	FIREARMS RANGE SUPPLIES				88.84
Fund 215 - SPECIAL PROJECTS Total:					88.84
Fund: 631 - WASTEWATER					
DEPT SUP	DEPARTMENT SUPPLIES				50.75
Fund 631 - WASTEWATER Total:					50.75
Fund: 641 - WATER					
DEPT SUP	DEPARTMENT SUPPLIES				91.53
Fund 641 - WATER Total:					91.53
Vendor 07628 - MENARDS, INC Total:					797.46
Vendor: 00705 - MIDLANDS NEWSPAPERS, INC					
Fund: 111 - GENERAL					
LEGAL PUB	LEGAL PUBLICATIONS				24.81
LEGAL PUB	LEGAL PUBLICATIONS				17.56
Legal Pub	LEGAL PUBLICATIONS				17.94
Legal Pub	LEGAL PUBLICATIONS				621.42
Legal Pub	LEGAL PUBLICATIONS				120.23
Legal Pub	LEGAL PUBLICATIONS				12.59
Legal Pub	RECRUITMENT				2,462.20
Fund 111 - GENERAL Total:					3,276.75
Fund: 212 - TRANSPORTATION					
Legal Pub	LEGAL PUBLICATIONS				95.55
Fund 212 - TRANSPORTATION Total:					95.55
Fund: 224 - ECONOMIC DEVELOPMENT					
Legal Pub	PUBLICATIONS				25.57
Fund 224 - ECONOMIC DEVELOPMENT Total:					25.57
Fund: 631 - WASTEWATER					
Legal Pub	LEGAL PUBLICATIONS				106.05
Fund 631 - WASTEWATER Total:					106.05
Fund: 661 - STORMWATER					
Legal Pub	CONTRACTUAL SERVICES				880.00
Fund 661 - STORMWATER Total:					880.00
Vendor 00705 - MIDLANDS NEWSPAPERS, INC Total:					4,383.92
Vendor: 06145 - MIDWEST MOTOR SUPPLY CO INC					
Fund: 212 - TRANSPORTATION					
SUPP	DEPARTMENT SUPPLIES				350.40
Fund 212 - TRANSPORTATION Total:					350.40
Vendor 06145 - MIDWEST MOTOR SUPPLY CO INC Total:					350.40

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Description (Payable)	Account Name	(None)	(None)	(None)	Amount
Vendor: 08967 - MONUMENT PREVENTION COALITION					
Fund: 111 - GENERAL					
CONTRACTUAL	CONTRACTUAL SERVICES				939.94
					Fund 111 - GENERAL Total:
					939.94
					Vendor 08967 - MONUMENT PREVENTION COALITION Total:
					939.94
Vendor: 00748 - MOTOROLA SOLUTIONS, INC					
Fund: 111 - GENERAL					
EQUIP MAINT	EQUIPMENT MAINTENANCE				425.60
					Fund 111 - GENERAL Total:
					425.60
					Vendor 00748 - MOTOROLA SOLUTIONS, INC Total:
					425.60
Vendor: 09075 - NATHAN JOHNSON					
Fund: 111 - GENERAL					
Conf	SCHOOL & CONFERENCE				216.20
					Fund 111 - GENERAL Total:
					216.20
					Vendor 09075 - NATHAN JOHNSON Total:
					216.20
Vendor: 02089 - NATIONAL ARBOR DAY FOUNDATION					
Fund: 111 - GENERAL					
MSH	MEMBERSHIPS				15.00
					Fund 111 - GENERAL Total:
					15.00
					Vendor 02089 - NATIONAL ARBOR DAY FOUNDATION Total:
					15.00
Vendor: 04082 - NE CHILD SUPPORT PAYMENT CENTER					
Fund: 713 - CASH & INVESTMENT POOL					
NE CHILD SUPPORT PYBLE	CHILD SUPPORT EE PAY				1,814.68
					Fund 713 - CASH & INVESTMENT POOL Total:
					1,814.68
					Vendor 04082 - NE CHILD SUPPORT PAYMENT CENTER Total:
					1,814.68
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: 713 - CASH & INVESTMENT POOL					
W/H tax	STATE W/H EE PAYABLE				19,185.01
Wage Attch	WAGE ATTACHMENT EE PAY				50.00
					Fund 713 - CASH & INVESTMENT POOL Total:
					19,235.01
					Vendor 00797 - NE DEPT OF REVENUE Total:
					19,235.01
Vendor: 02509 - NE MOSQUITO & VECTOR CONTROL ASSN.					
Fund: 212 - TRANSPORTATION					
REGISTER 2 MEN FOR MOSQUI...	SCHOOL & CONFERENCE				95.00
					Fund 212 - TRANSPORTATION Total:
					95.00
					Vendor 02509 - NE MOSQUITO & VECTOR CONTROL ASSN. Total:
					95.00
Vendor: 05998 - NEBRASKA FLOODPLAIN & STORMWATER MANAGERS ASSOC					
Fund: 111 - GENERAL					
SCHOOLS & CONF	SCHOOL & CONFERENCE				45.00
					Fund 111 - GENERAL Total:
					45.00
					Vendor 05998 - NEBRASKA FLOODPLAIN & STORMWATER MANAGERS ASSOC Total:
					45.00

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Description (Payable)	Account Name	(None)	(None)	(None)	Amount
Vendor: 04460 - NEBRASKA INTERACTIVE, LLC					
Fund: 111 - GENERAL					
CONSULTING SERVICES	CONSULTING SERVICES				21.00
					Fund 111 - GENERAL Total: 21.00
					Vendor 04460 - NEBRASKA INTERACTIVE, LLC Total: 21.00
Vendor: 00578 - NEBRASKA PUBLIC POWER DISTRICT					
Fund: 111 - GENERAL					
Electric	ELECTRICITY				427.58
Electric	ELECTRICITY				468.04
Electric	ELECTRICITY				158.92
Electric	ELECTRICITY				468.04
Electric	ELECTRICITY				91.57
Electric	ELECTRICITY				1,677.37
Electric	ELECTRICITY				2,753.11
Electric	ELECTRICITY				287.40
Electric	ELECTRICITY				1,693.28
Electric	STREET LIGHTS				100.40
					Fund 111 - GENERAL Total: 8,125.71
Fund: 212 - TRANSPORTATION					
Electric	ELECTRICITY				673.36
Electric	ELECTRIC POWER				1,833.59
Electric	STREET LIGHTS				28,002.87
					Fund 212 - TRANSPORTATION Total: 30,509.82
Fund: 213 - CEMETERY					
Electric	ELECTRICITY				289.36
					Fund 213 - CEMETERY Total: 289.36
Fund: 216 - BUSINESS IMPROVEMENT					
Electric	STREET LIGHTS				85.42
					Fund 216 - BUSINESS IMPROVEMENT Total: 85.42
Fund: 621 - ENVIRONMENTAL SERVICES					
Electric	ELECTRICITY				602.28
					Fund 621 - ENVIRONMENTAL SERVICES Total: 602.28
Fund: 631 - WASTEWATER					
Electric	ELECTRICITY				735.53
Electric	ELECTRIC POWER				170.50
					Fund 631 - WASTEWATER Total: 906.03
Fund: 641 - WATER					
Electric	ELECTRICITY				30.34
Electric	ELECTRIC POWER				344.22
					Fund 641 - WATER Total: 374.56
					Vendor 00578 - NEBRASKA PUBLIC POWER DISTRICT Total: 40,893.18
Vendor: 09120 - NEOPOST USA INC					
Fund: 111 - GENERAL					
Equip Maint	EQUIPMENT MAINTENANCE				1,401.40
					Fund 111 - GENERAL Total: 1,401.40
					Vendor 09120 - NEOPOST USA INC Total: 1,401.40
Vendor: 09413 - NEOPOST					
Fund: 111 - GENERAL					
Postage	POSTAGE				1,000.00
					Fund 111 - GENERAL Total: 1,000.00
					Vendor 09413 - NEOPOST Total: 1,000.00

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Description (Payable)	Account Name	(None)	(None)	(None)	Amount
Vendor: 09409 - NETWORKFLEET, INC					
Fund: 212 - TRANSPORTATION					
SUPP - GPS SERVICE	DEPARTMENT SUPPLIES				18.95
				Fund 212 - TRANSPORTATION Total:	18.95
				Vendor 09409 - NETWORKFLEET, INC Total:	18.95
Vendor: 08026 - NORTHERN LAKE SERVICE, INC					
Fund: 641 - WATER					
SAMPLES	SAMPLES				692.25
SAMPLES	SAMPLES				1,456.00
SAMPLES	SAMPLES				1,456.00
				Fund 641 - WATER Total:	3,604.25
				Vendor 08026 - NORTHERN LAKE SERVICE, INC Total:	3,604.25
Vendor: 00139 - NORTHWEST PIPE FITTINGS, INC. OF SCOTTSBLUFF					
Fund: 111 - GENERAL					
GRD MTC	GROUNDS MAINTENANCE				96.48
				Fund 111 - GENERAL Total:	96.48
Fund: 641 - WATER					
DEPT SUP	DEPARTMENT SUPPLIES				56.44
				Fund 641 - WATER Total:	56.44
				Vendor 00139 - NORTHWEST PIPE FITTINGS, INC. OF SCOTTSBLUFF Total:	152.92
Vendor: 01757 - OCLC ONLINE COMPUTER LIBRARY CENTER, INC					
Fund: 111 - GENERAL					
Cont. srvc	CONTRACTUAL SERVICES				300.85
				Fund 111 - GENERAL Total:	300.85
				Vendor 01757 - OCLC ONLINE COMPUTER LIBRARY CENTER, INC Total:	300.85
Vendor: 09501 - OLGA CONTU					
Fund: 111 - GENERAL					
PRK SHL	PARK SHELTER/EVENT FEE				25.00
				Fund 111 - GENERAL Total:	25.00
				Vendor 09501 - OLGA CONTU Total:	25.00
Vendor: 08840 - ONE CALL CONCEPTS, INC					
Fund: 212 - TRANSPORTATION					
Contract	CONTRACTUAL SERVICES				53.50
				Fund 212 - TRANSPORTATION Total:	53.50
Fund: 631 - WASTEWATER					
Contract	CONTRACTUAL SERVICES				53.50
				Fund 631 - WASTEWATER Total:	53.50
Fund: 641 - WATER					
Contract	CONTRACTUAL SERVICES				53.50
				Fund 641 - WATER Total:	53.50
				Vendor 08840 - ONE CALL CONCEPTS, INC Total:	160.50
Vendor: 00285 - OREGON TRAIL PLUMBING, HEATING & COOLING INC					
Fund: 111 - GENERAL					
EQP MTC	EQUIPMENT MAINTENANCE				3,790.00
CTG	CONTINGENCY				3,925.00
EQP MTC	EQUIPMENT MAINTENANCE				1,650.00
				Fund 111 - GENERAL Total:	9,365.00
				Vendor 00285 - OREGON TRAIL PLUMBING, HEATING & COOLING INC Total:	9,365.00
Vendor: 00550 - PANHANDLE COOPERATIVE ASSOCIATION					
Fund: 111 - GENERAL					
monthly fuel	GASOLINE				755.50
GASOLINE	GASOLINE				3,231.27
DEPT FUEL	GASOLINE				87.66
GAS	GASOLINE				831.00

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Description (Payable)	Account Name	(None)	(None)	(None)	Amount
GAS	OTHER FUEL				1,141.54
Fund 111 - GENERAL Total:					6,046.97
Fund: 212 - TRANSPORTATION					
Fuel	OTHER FUEL				20.39
UNLEADED GASOLINE	GASOLINE				884.01
UNLEADED GASOLINE	OTHER FUEL				1,276.32
Fund 212 - TRANSPORTATION Total:					2,180.72
Fund: 213 - CEMETERY					
GAS	GASOLINE				646.60
GAS	OTHER FUEL				667.42
Fund 213 - CEMETERY Total:					1,314.02
Fund: 621 - ENVIRONMENTAL SERVICES					
Gasoline	GASOLINE				8,389.27
Fund 621 - ENVIRONMENTAL SERVICES Total:					8,389.27
Fund: 631 - WASTEWATER					
FUEL	GASOLINE				552.75
FUEL	OTHER FUEL				324.50
FUEL	HEATING FUEL				215.07
Fund 631 - WASTEWATER Total:					1,092.32
Fund: 641 - WATER					
FUEL	GASOLINE				1,159.88
FUEL	OTHER FUEL				74.87
FUEL	HEATING FUEL				215.07
Fund 641 - WATER Total:					1,449.82
Fund: 661 - STORMWATER					
DEPT FUEL	GASOLINE				30.31
Fund 661 - STORMWATER Total:					30.31
Vendor 00550 - PANHANDLE COOPERATIVE ASSOCIATION Total:					20,503.43
Vendor: 00487 - PANHANDLE ENVIRONMENTAL SERVICES INC					
Fund: 641 - WATER					
SAMPLES	SAMPLES				72.00
SAMPLES	SAMPLES				54.00
Fund 641 - WATER Total:					126.00
Vendor 00487 - PANHANDLE ENVIRONMENTAL SERVICES INC Total:					126.00
Vendor: 04494 - PAUL REED CONSTRUCTION & SUPPLY, INC					
Fund: 641 - WATER					
TRANSMISSION MAIN PROJECT	STRUCTURES				71,118.82
Fund 641 - WATER Total:					71,118.82
Vendor 04494 - PAUL REED CONSTRUCTION & SUPPLY, INC Total:					71,118.82
Vendor: 00029 - PELCO CORP					
Fund: 111 - GENERAL					
DEPT SUPPLIES	DEPARTMENT SUPPLIES				8.00
Fund 111 - GENERAL Total:					8.00
Vendor 00029 - PELCO CORP Total:					8.00
Vendor: 09232 - PIONEER TINT & CLEAR BRA					
Fund: 218 - PUBLIC SAFETY					
INS REPLACEMENT	EQUIPMENT				199.00
Fund 218 - PUBLIC SAFETY Total:					199.00
Vendor 09232 - PIONEER TINT & CLEAR BRA Total:					199.00
Vendor: 01276 - PLATTE VALLEY BANK					
Fund: 713 - CASH & INVESTMENT POOL					
HSA	HSA EE PAYABLE				12,193.98

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Description (Payable)	Account Name	(None)	(None)	(None)	Amount
HSA	HSA ER PAYABLE				1,231.25
				Fund 713 - CASH & INVESTMENT POOL Total:	13,425.23
				Vendor 01276 - PLATTE VALLEY BANK Total:	13,425.23
Vendor: 00272 - POSTMASTER					
Fund: 621 - ENVIRONMENTAL SERVICES					
Postage	POSTAGE				112.85
Postage	POSTAGE				181.40
				Fund 621 - ENVIRONMENTAL SERVICES Total:	294.25
Fund: 631 - WASTEWATER					
Postage	POSTAGE				112.85
Postage	POSTAGE				181.39
				Fund 631 - WASTEWATER Total:	294.24
Fund: 641 - WATER					
Postage	POSTAGE				112.86
Postage	POSTAGE				181.39
				Fund 641 - WATER Total:	294.25
				Vendor 00272 - POSTMASTER Total:	882.74
Vendor: 00266 - QUILL CORP					
Fund: 111 - GENERAL					
DEPT SUPPL	DEPARTMENT SUPPLIES				76.95
DEPT SUPPL	DEPARTMENT SUPPLIES				76.96
INVEST SUPPL	INVESTIGATION SUPPLIES				94.90
				Fund 111 - GENERAL Total:	248.81
				Vendor 00266 - QUILL CORP Total:	248.81
Vendor: 04089 - REGIONAL CARE INC					
Fund: 812 - HEALTH INSURANCE					
Flex clm	FLEXIBLE BENFT EXPENSES				96.00
Med Clm	CLAIMS EXPENSE				12,771.85
Med Clms	CLAIMS EXPENSE				8,526.91
				Fund 812 - HEALTH INSURANCE Total:	21,394.76
				Vendor 04089 - REGIONAL CARE INC Total:	21,394.76
Vendor: 00798 - REGISTER OF DEEDS					
Fund: 111 - GENERAL					
Legal Pub	LEGAL PUBLICATIONS				40.00
DEPT SUP	DEPARTMENT SUPPLIES				20.00
				Fund 111 - GENERAL Total:	60.00
Fund: 213 - CEMETERY					
LEG FEE	LEGAL FEES				10.00
LEG FEE	LEGAL FEES				10.00
LEG FEE	LEGAL FEES				10.00
LEG FEE	LEGAL FEES				10.00
LEG FEES	LEGAL FEES				10.00
LEG FEE	LEGAL FEES				10.00
				Fund 213 - CEMETERY Total:	60.00
				Vendor 00798 - REGISTER OF DEEDS Total:	120.00
Vendor: 04442 - RENAE L GRIFFITHS					
Fund: 111 - GENERAL					
Schools/Conf	SCHOOL & CONFERENCE				796.92
				Fund 111 - GENERAL Total:	796.92
				Vendor 04442 - RENAE L GRIFFITHS Total:	796.92
Vendor: 08425 - RICHARD PARKER					
Fund: 223 - KENO					
TREE REBATE	CONTRACTUAL SERVICES				72.00
				Fund 223 - KENO Total:	72.00
				Vendor 08425 - RICHARD PARKER Total:	72.00

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Description (Payable)	Account Name	(None)	(None)	(None)	Amount
Vendor: 05695 - ROY ROJAS					
Fund: 111 - GENERAL					
Contract	CONTRACTUAL SERVICES				260.00
				Fund 111 - GENERAL Total:	260.00
				Vendor 05695 - ROY ROJAS Total:	260.00
Vendor: 09327 - RS VENTURES LLC					
Fund: 111 - GENERAL					
VEH MAINT	VEHICLE MAINTENANCE				94.83
				Fund 111 - GENERAL Total:	94.83
				Vendor 09327 - RS VENTURES LLC Total:	94.83
Vendor: 09383 - RUSHMORE MEDIA COMPANY, INC					
Fund: 661 - STORMWATER					
STRM WTR CNTRCL SRVCS	CONTRACTUAL SERVICES				325.00
				Fund 661 - STORMWATER Total:	325.00
				Vendor 09383 - RUSHMORE MEDIA COMPANY, INC Total:	325.00
Vendor: 00026 - S M E C					
Fund: 713 - CASH & INVESTMENT POOL					
Emp Deductions	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				24.74
				Fund 111 - GENERAL Total:	24.74
Fund: 212 - TRANSPORTATION					
PARTS FOR WEED TRIM & SNO...	EQUIPMENT MAINTENANCE				144.85
TWO WEED TRIMMERS	DEPARTMENT SUPPLIES				718.00
				Fund 212 - TRANSPORTATION Total:	862.85
Fund: 631 - WASTEWATER					
EQUIP MAINT	EQUIPMENT MAINTENANCE				423.57
				Fund 631 - WASTEWATER Total:	423.57
				Vendor 00257 - SANDBERG IMPLEMENT, INC Total:	1,311.16
Vendor: 00286 - SCB CO WEED CONTROL					
Fund: 212 - TRANSPORTATION					
SPRAY DESIGNATED WEED ARE...	CONTRACTUAL SERVICES				2,000.00
				Fund 212 - TRANSPORTATION Total:	2,000.00
				Vendor 00286 - SCB CO WEED CONTROL Total:	2,000.00
Vendor: 00841 - SCB COUNTY					
Fund: 111 - GENERAL					
DEPT CNTRCL SRVCS	CONTRACTUAL SERVICES				141.00
				Fund 111 - GENERAL Total:	141.00
				Vendor 00841 - SCB COUNTY Total:	141.00
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: 00111 - SCOTTSBLUFF BODY & PAINT					
Fund: 111 - GENERAL					
TOW SERVICE	CONTRACTUAL SERVICES				65.00
TOW SERVICE	CONTRACTUAL SERVICES				70.00
TOW SERVICE	CONTRACTUAL SERVICES				80.00
TOW SERVICE	CONTRACTUAL SERVICES				70.00
TOW SERVICE	CONTRACTUAL SERVICES				65.00

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Description (Payable)	Account Name	(None)	(None)	(None)	Amount
TOW SERVICE	CONTRACTUAL SERVICES				80.00
TOW SERVICE	CONTRACTUAL SERVICES				80.00
TOW SERVICE	CONTRACTUAL SERVICES				65.00
TOW SERVICE	CONTRACTUAL SERVICES				85.00
TOW SERVICE	CONTRACTUAL SERVICES				5.00
Fund 111 - GENERAL Total:					665.00
Vendor 00111 - SCOTTSBLUFF BODY & PAINT Total:					665.00
Vendor: 01973 - SCOTTSBLUFF LANDSCAPING INC					
Fund: 111 - GENERAL					
GRD MTC	GROUNDS MAINTENANCE				425.00
Fund 111 - GENERAL Total:					425.00
Vendor 01973 - SCOTTSBLUFF LANDSCAPING INC Total:					425.00
Vendor: 00273 - SCOTTSBLUFF POLICE OFFICERS ASSOCIATION					
Fund: 713 - CASH & INVESTMENT POOL					
POLICE EE DUES	POL UNION DUES EE PAY				600.00
Fund 713 - CASH & INVESTMENT POOL Total:					600.00
Vendor 00273 - SCOTTSBLUFF POLICE OFFICERS ASSOCIATION Total:					600.00
Vendor: 00684 - SHERIFF'S OFFICE					
Fund: 111 - GENERAL					
Legal Fees	LEGAL FEES				30.64
Fund 111 - GENERAL Total:					30.64
Vendor 00684 - SHERIFF'S OFFICE Total:					30.64
Vendor: 00786 - SHERWIN WILLIAMS					
Fund: 111 - GENERAL					
GRD MTC	GROUNDS MAINTENANCE				19.19
Fund 111 - GENERAL Total:					19.19
Vendor 00786 - SHERWIN WILLIAMS Total:					19.19
Vendor: 00021 - SIMMONS OLSEN LAW FIRM, P.C.					
Fund: 111 - GENERAL					
Legal Svc	CONTRACTUAL SERVICES				6,190.33
Legal Svc	CONTRACTUAL SERVICES				4,117.77
Legal Svc	CONTRACTUAL SERVICES				862.50
Fund 111 - GENERAL Total:					11,170.60
Fund: 224 - ECONOMIC DEVELOPMENT					
Legal Svc	CONTRACTUAL SERVICES				125.00
Legal Svc	CONTRACTUAL SERVICES				87.50
Legal Svc	CONTRACTUAL SERVICES				600.00
Legal Svc	CONTRACTUAL SERVICES				400.00
Fund 224 - ECONOMIC DEVELOPMENT Total:					1,212.50
Fund: 631 - WASTEWATER					
Legal Svc	CONTRACTUAL SERVICES				125.00
Fund 631 - WASTEWATER Total:					125.00
Fund: 641 - WATER					
Legal Svc	CONTRACTUAL SERVICES				325.00
Fund 641 - WATER Total:					325.00
Vendor 00021 - SIMMONS OLSEN LAW FIRM, P.C. Total:					12,833.10
Vendor: 01031 - SIMON CONTRACTORS					
Fund: 212 - TRANSPORTATION					
CONCRETE	STREET MAINTENANCE				160.00
CONCRETE	STREET MAINTENANCE				347.75
CONCRETE	STREET MAINTENANCE				654.00
CONCRETE	STREET MAINTENANCE				981.00
CONCRETE	STREET MAINTENANCE				981.00
CONCRETE	STREET MAINTENANCE				981.00
CONCRETE	STREET MAINTENANCE				981.00

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Description (Payable)	Account Name	(None)	(None)	(None)	Amount
CONCRETE	STREET MAINTENANCE				981.00
CONCRETE	STREET MAINTENANCE				981.00
CONCRETE	STREET MAINTENANCE				572.25
CONCRETE	STREET MAINTENANCE				981.00
CONCRETE	STREET MAINTENANCE				981.00
CONCRETE	STREET MAINTENANCE				899.25
Fund 212 - TRANSPORTATION Total:					10,481.25
Fund: 621 - ENVIRONMENTAL SERVICES					
dept supplies	DEPARTMENT SUPPLIES				1,643.32
dept supplies	DEPARTMENT SUPPLIES				394.94
Fund 621 - ENVIRONMENTAL SERVICES Total:					2,038.26
Vendor 01031 - SIMON CONTRACTORS Total:					12,519.51
Vendor: 00513 - SNELL SERVICES INC.					
Fund: 111 - GENERAL					
GRD MCT	GROUNDS MAINTENANCE				1,254.86
Fund 111 - GENERAL Total:					1,254.86
Vendor 00513 - SNELL SERVICES INC. Total:					1,254.86
Vendor: 00325 - TEXAS PNEUDRAULIC INC					
Fund: 621 - ENVIRONMENTAL SERVICES					
vehicle mtnc	VEHICLE MAINTENANCE				130.60
Fund 621 - ENVIRONMENTAL SERVICES Total:					130.60
Vendor 00325 - TEXAS PNEUDRAULIC INC Total:					130.60
Vendor: 07687 - THE CHICAGO LUMBER COMPANY OF OMAHA INC					
Fund: 621 - ENVIRONMENTAL SERVICES					
dept supplies	DEPARTMENT SUPPLIES				69.96
Fund 621 - ENVIRONMENTAL SERVICES Total:					69.96
Vendor 07687 - THE CHICAGO LUMBER COMPANY OF OMAHA INC Total:					69.96
Vendor: 09379 - THOMAS P MILLER & ASSOCIATES, LLC					
Fund: 224 - ECONOMIC DEVELOPMENT					
Contract	CONTRACTUAL SERVICES				30,362.57
Fund 224 - ECONOMIC DEVELOPMENT Total:					30,362.57
Vendor 09379 - THOMAS P MILLER & ASSOCIATES, LLC Total:					30,362.57
Vendor: 00063 - TOMMY'S JOHNNYS INC					
Fund: 111 - GENERAL					
CON SRV	CONTRACTUAL SERVICES				495.00
CON SRV	CONTRACTUAL SERVICES				810.00
Fund 111 - GENERAL Total:					1,305.00
Vendor 00063 - TOMMY'S JOHNNYS INC Total:					1,305.00
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					
PAYMENT ON SNOW BLOWER	EQUIPMENT				2,500.00
Fund 212 - TRANSPORTATION Total:					2,500.00
Vendor 07537 - TRANS IOWA EQUIPMENT LLC Total:					2,500.00
Vendor: 00072 - TRI-TECH FORENSICS INC.					
Fund: 111 - GENERAL					
INVEST SUPPL	INVESTIGATION SUPPLIES				34.75
Fund 111 - GENERAL Total:					34.75
Vendor 00072 - TRI-TECH FORENSICS INC. Total:					34.75

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Description (Payable)	Account Name	(None)	(None)	(None)	Amount
Vendor: 09239 - UNIQUE MANAGEMENT SERVICES, INC					
Fund: 111 - GENERAL					
Cont. srvc	CONTRACTUAL SERVICES				161.10
					Fund 111 - GENERAL Total:
					161.10
					Vendor 09239 - UNIQUE MANAGEMENT SERVICES, INC Total:
					161.10
Vendor: 01217 - US BANK					
Fund: 412 - LEASE CORPORATION					
Bond Ser 2009	DEBT SERVICE-INTEREST				38,913.75
Bonds, Ser 2010	DEBT SERVICE-INTEREST				19,833.75
					Fund 412 - LEASE CORPORATION Total:
					58,747.50
					Vendor 01217 - US BANK Total:
					58,747.50
Vendor: 08828 - US BANK					
Fund: 111 - GENERAL					
Jamies card hobbs EMT	SCHOOL & CONFERENCE				15.00
bunker gear repair	EQUIPMENT MAINTENANCE				113.00
SCH CON	SCHOOL & CONFERENCE				125.00
sprinkler plugs	EQUIPMENT MAINTENANCE				356.75
DEP SUP	DEPARTMENT SUPPLIES				51.64
Ryans card equipment repairs	EQUIPMENT MAINTENANCE				15.74
Dans card - hotel Murphy	SCHOOL & CONFERENCE				88.95
Ryans card equipment repairs	EQUIPMENT MAINTENANCE				1.58
Danas card fuel lincoln trip	GASOLINE				41.21
DEP SUP	DEPARTMENT SUPPLIES				324.00
dans card fuel lincoln IJ mtg.	GASOLINE				28.18
equipment repairs	EQUIPMENT MAINTENANCE				95.27
SCH CON	SCHOOL & CONFERENCE				254.42
Veh Maint	VEHICLE MAINTENANCE				497.10
SCH CON	SCHOOL & CONFERENCE				291.84
Jamies card abel	SCHOOL & CONFERENCE				45.00
jamies card hobbs	SCHOOL & CONFERENCE				45.00
Jamies card Kelly	SCHOOL & CONFERENCE				45.00
Jamies card wallace	SCHOOL & CONFERENCE				45.00
danas card - meier	SCHOOL & CONFERENCE				45.00
GASOLINE	GASOLINE				35.22
					Fund 111 - GENERAL Total:
					2,559.90
Fund: 215 - SPECIAL PROJECTS					
DEP SUP	DEPARTMENT SUPPLIES				391.25
DEP SUP	DEPARTMENT SUPPLIES				400.31
DEP SUP	DEPARTMENT SUPPLIES				287.80
					Fund 215 - SPECIAL PROJECTS Total:
					1,079.36
					Vendor 08828 - US BANK Total:
					3,639.26
Vendor: 01744 - VALLEY BANK & TRUST CO					
Fund: 218 - PUBLIC SAFETY					
Interest	DEBT SERVICE-INTEREST				9,727.50
					Fund 218 - PUBLIC SAFETY Total:
					9,727.50
					Vendor 01744 - VALLEY BANK & TRUST CO Total:
					9,727.50
Vendor: 01894 - VAN DIEST SUPPLY COMPANY					
Fund: 212 - TRANSPORTATION					
MOSQUITO BRIQUETS	DEPARTMENT SUPPLIES				1,394.80
					Fund 212 - TRANSPORTATION Total:
					1,394.80
					Vendor 01894 - VAN DIEST SUPPLY COMPANY Total:
					1,394.80
Vendor: 00110 - VOGEL WEST, INC					
Fund: 212 - TRANSPORTATION					
HYD. FLUID	EQUIPMENT MAINTENANCE				10.55
					Fund 212 - TRANSPORTATION Total:
					10.55
					Vendor 00110 - VOGEL WEST, INC Total:
					10.55

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Description (Payable)	Account Name	(None)	(None)	(None)	Amount
Vendor: 03674 - WELLS FARGO BANK, N.A.					
Fund: 111 - GENERAL					
FEES	CONTRACTUAL SERVICES				117.27
FEES	CONTRACTUAL SERVICES				23.45
FEES	CONTRACTUAL SERVICES				58.64
FEES	CONTRACTUAL SERVICES				58.64
FEES	CONTRACTUAL SERVICES				93.82
FEES	CONTRACTUAL SERVICES				129.00
FEES	CONTRACTUAL SERVICES				11.73
Fund 111 - GENERAL Total:					492.55
Fund: 212 - TRANSPORTATION					
FEES	CONTRACTUAL SERVICES				204.18
Fund 212 - TRANSPORTATION Total:					204.18
Fund: 213 - CEMETERY					
FEES	CONTRACTUAL SERVICES				23.45
Fund 213 - CEMETERY Total:					23.45
Fund: 621 - ENVIRONMENTAL SERVICES					
FEES	CONTRACTUAL SERVICES				152.45
Fund 621 - ENVIRONMENTAL SERVICES Total:					152.45
Fund: 631 - WASTEWATER					
FEES	CONTRACTUAL SERVICES				93.82
Fund 631 - WASTEWATER Total:					93.82
Fund: 641 - WATER					
FEES	CONTRACTUAL SERVICES				93.82
Fund 641 - WATER Total:					93.82
Fund: 713 - CASH & INVESTMENT POOL					
Retirement	REGULAR RETIRE EE PAY				7,179.41
Retirement	RETIRE FIRE EE PAYABLE				2,661.69
Retirement	RETIRE POLICE EE PAY				4,062.95
Retirement	REGULAR RETIRE ER PAY				6,816.62
Retirement	RETIRE-FIRE ER PAYABLE				4,359.35
Retirement	RETIRE-POLICE ER PAY				4,011.01
Fund 713 - CASH & INVESTMENT POOL Total:					29,091.03
Fund: 721 - GIS SERVICES					
FEES	CONTRACTUAL SERVICES				11.73
Fund 721 - GIS SERVICES Total:					11.73
Vendor 03674 - WELLS FARGO BANK, N.A. Total:					30,163.03
Vendor: 06089 - WESTERN COOPERATIVE COMPANY					
Fund: 111 - GENERAL					
EQP MTC	EQUIPMENT MAINTENANCE				17.28
EQP MTC	EQUIPMENT MAINTENANCE				214.63
Fund 111 - GENERAL Total:					231.91
Fund: 212 - TRANSPORTATION					
SUPP	DEPARTMENT SUPPLIES				197.90
Fund 212 - TRANSPORTATION Total:					197.90
Vendor 06089 - WESTERN COOPERATIVE COMPANY Total:					429.81
Vendor: 00268 - WESTERN COOPRTATIVE COMPANY					
Fund: 111 - GENERAL					
GRD MTC	GROUNDS MAINTENANCE				569.18
GRD MTC	GROUNDS MAINTENANCE				925.36
GRD MTC	GROUNDS MAINTENANCE				106.50
GRN MTC	GROUNDS MAINTENANCE				106.50
Fund 111 - GENERAL Total:					1,707.54
Vendor 00268 - WESTERN COOPRTATIVE COMPANY Total:					1,707.54

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Description (Payable)	Account Name	(None)	(None)	(None)	Amount
Vendor: 00344 - WESTERN PATHOLOGY CONSULTANTS, INC					
Fund: 111 - GENERAL					
SERVICES	CONTRACTUAL SERVICES				76.00
				Fund 111 - GENERAL Total:	76.00
			Vendor 00344 - WESTERN PATHOLOGY CONSULTANTS, INC Total:		76.00
Vendor: 04430 - WESTERN TRAVEL TERMINAL, LLC					
Fund: 631 - WASTEWATER					
VEH MAINT	VEHICLE MAINTENANCE				26.00
				Fund 631 - WASTEWATER Total:	26.00
Fund: 641 - WATER					
VEH MAINT	VEHICLE MAINTENANCE				24.99
				Fund 641 - WATER Total:	24.99
			Vendor 04430 - WESTERN TRAVEL TERMINAL, LLC Total:		50.99
Vendor: 02365 - XEROX BUSINESS SERVICES LLC					
Fund: 111 - GENERAL					
Firehouse support	CONTRACTUAL SERVICES				1,395.00
				Fund 111 - GENERAL Total:	1,395.00
			Vendor 02365 - XEROX BUSINESS SERVICES LLC Total:		1,395.00
Vendor: 02057 - YOUNG MEN'S CHRISTIAN ASSOCIATION OF SCOTTSBLUFF, NE					
Fund: 713 - CASH & INVESTMENT POOL					
Fitness Program	YMCA PAY EE				2,147.75
				Fund 713 - CASH & INVESTMENT POOL Total:	2,147.75
			Vendor 02057 - YOUNG MEN'S CHRISTIAN ASSOCIATION OF SCOTTSBLUFF, NE Total:		2,147.75
Vendor: 03379 - ZM LUMBER INC					
Fund: 111 - GENERAL					
GRD MTC	GROUNDS MAINTENANCE				69.90
GRD MTC	GROUNDS MAINTENANCE				200.86
GRD MTC	GROUNDS MAINTENANCE				15.12
GRD MTC	GROUNDS MAINTENANCE				10.00
BLD MTC	BUILDING MAINTENANCE				5.26
				Fund 111 - GENERAL Total:	301.14
			Vendor 03379 - ZM LUMBER INC Total:		301.14
			Grand Total:		637,599.90

Report Summary

Fund Summary

Fund	Expense Amount	Payment Amount
111 - GENERAL	84,959.56	381.20
211 - REGIONAL LIBRARY	38.85	0.00
212 - TRANSPORTATION	61,249.07	0.00
213 - CEMETERY	2,002.79	0.00
215 - SPECIAL PROJECTS	1,168.20	0.00
216 - BUSINESS IMPROVEMENT	724.32	0.00
218 - PUBLIC SAFETY	28,259.00	0.00
223 - KENO	4,949.94	0.00
224 - ECONOMIC DEVELOPMENT	31,600.64	0.00
311 - DEBT SERVICE	52,569.86	0.00
412 - LEASE CORPORATION	58,747.50	0.00
621 - ENVIRONMENTAL SERVICES	71,639.94	294.25
631 - WASTEWATER	4,685.40	294.24
641 - WATER	81,766.28	294.25
661 - STORMWATER	2,034.88	0.00
713 - CASH & INVESTMENT POOL	129,762.99	129,762.99
721 - GIS SERVICES	45.92	0.00
812 - HEALTH INSURANCE	21,394.76	21,394.76
Grand Total:	637,599.90	152,421.69

Account Summary

Account Number	Account Name	Expense Amount	Payment Amount
111-42206-171	PARK SHELTER/EVENT FEE	25.00	0.00
111-51281-142	DISABILITY INSURANCE	381.20	381.20
111-52111-111	DEPARTMENT SUPPLIES	142.02	0.00
111-52111-113	DEPARTMENT SUPPLIES	8.00	0.00
111-52111-116	DEPARTMENT SUPPLIES	248.95	0.00
111-52111-121	DEPARTMENT SUPPLIES	111.98	0.00
111-52111-141	DEPARTMENT SUPPLIES	114.14	0.00
111-52111-142	DEPARTMENT SUPPLIES	114.14	0.00
111-52111-151	DEPARTMENT SUPPLIES	268.00	0.00
111-52111-171	DEPARTMENT SUPPLIES	586.26	0.00
111-52111-172	DEPARTMENT SUPPLIES	1,460.43	0.00
111-52121-111	JANITORIAL SUPPLIES	68.61	0.00
111-52121-141	JANITORIAL SUPPLIES	31.13	0.00
111-52121-142	JANITORIAL SUPPLIES	31.12	0.00
111-52121-151	JANITORIAL SUPPLIES	360.60	0.00
111-52121-171	JANITORIAL SUPPLIES	571.25	0.00
111-52163-142	INVESTIGATION SUPPLIES	129.65	0.00
111-52181-142	UNIFORMS & CLOTHING	405.38	0.00
111-52222-151	BOOKS	4,226.25	0.00
111-52225-151	SUBSCRIPTIONS	30.00	0.00
111-52311-171	MEMBERSHIPS	15.00	0.00
111-52411-111	POSTAGE	1,000.00	0.00
111-52511-121	GASOLINE	87.66	0.00
111-52511-141	GASOLINE	824.89	0.00
111-52511-142	GASOLINE	3,266.49	0.00
111-52511-171	GASOLINE	831.00	0.00
111-52521-171	OTHER FUEL	1,141.54	0.00
111-53111-111	CONTRACTUAL SERVICES	117.27	0.00
111-53111-112	CONTRACTUAL SERVICES	1,529.45	0.00
111-53111-114	CONTRACTUAL SERVICES	6,190.33	0.00
111-53111-121	CONTRACTUAL SERVICES	6,235.64	0.00
111-53111-141	CONTRACTUAL SERVICES	1,395.00	0.00
111-53111-142	CONTRACTUAL SERVICES	5,882.91	0.00
111-53111-151	CONTRACTUAL SERVICES	936.26	0.00
111-53111-171	CONTRACTUAL SERVICES	1,434.00	0.00

Account Summary

Account Number	Account Name	Expense Amount	Payment Amount
111-53111-172	CONTRACTUAL SERVICES	2,734.23	0.00
111-53121-112	CONSULTING SERVICES	49.50	0.00
111-53121-142	CONSULTING SERVICES	100.00	0.00
111-53161-112	LEGAL PUBLICATIONS	17.94	0.00
111-53161-115	LEGAL PUBLICATIONS	661.42	0.00
111-53161-121	LEGAL PUBLICATIONS	120.23	0.00
111-53161-143	LEGAL PUBLICATIONS	42.37	0.00
111-53161-151	LEGAL PUBLICATIONS	12.59	0.00
111-53211-141	LEGAL FEES	30.64	0.00
111-53421-141	BUILDING MAINTENANCE	249.12	0.00
111-53421-142	BUILDING MAINTENANCE	38.25	0.00
111-53421-171	BUILDING MAINTENANCE	187.18	0.00
111-53421-172	BUILDING MAINTENANCE	1,046.04	0.00
111-53431-171	ELECTRICAL MAINTENAN...	841.85	0.00
111-53441-111	EQUIPMENT MAINTENAN...	1,567.46	0.00
111-53441-141	EQUIPMENT MAINTENAN...	1,419.84	0.00
111-53441-142	EQUIPMENT MAINTENAN...	425.60	0.00
111-53441-171	EQUIPMENT MAINTENAN...	3,131.81	0.00
111-53441-172	EQUIPMENT MAINTENAN...	5,590.00	0.00
111-53451-111	VEHICLE MAINTENANCE	497.10	0.00
111-53451-142	VEHICLE MAINTENANCE	139.55	0.00
111-53451-171	VEHICLE MAINTENANCE	48.50	0.00
111-53471-171	GROUNDS MAINTENANCE	4,419.17	0.00
111-53511-111	ELECTRICITY	427.58	0.00
111-53511-141	ELECTRICITY	626.96	0.00
111-53511-142	ELECTRICITY	559.61	0.00
111-53511-151	ELECTRICITY	1,677.37	0.00
111-53511-171	ELECTRICITY	3,040.51	0.00
111-53511-172	ELECTRICITY	1,693.28	0.00
111-53551-171	STREET LIGHTS	100.40	0.00
111-53561-111	TELEPHONE	235.90	0.00
111-53561-112	TELEPHONE	69.55	0.00
111-53561-114	TELEPHONE	68.05	0.00
111-53561-115	TELEPHONE	37.19	0.00
111-53561-116	TELEPHONE	228.05	0.00
111-53561-121	TELEPHONE	246.40	0.00
111-53561-141	TELEPHONE	361.97	0.00
111-53561-142	TELEPHONE	1,625.74	0.00
111-53561-151	TELEPHONE	552.76	0.00
111-53561-171	TELEPHONE	170.86	0.00
111-53561-172	TELEPHONE	169.36	0.00
111-53571-141	CELLULAR PHONE	213.36	0.00
111-53631-142	RENT-MACHINES	432.34	0.00
111-53711-111	SCHOOL & CONFERENCE	796.92	0.00
111-53711-114	SCHOOL & CONFERENCE	216.20	0.00
111-53711-141	SCHOOL & CONFERENCE	613.80	0.00
111-53711-142	SCHOOL & CONFERENCE	120.00	0.00
111-53711-143	SCHOOL & CONFERENCE	45.00	0.00
111-53711-171	SCHOOL & CONFERENCE	291.84	0.00
111-53711-172	SCHOOL & CONFERENCE	379.42	0.00
111-53913-112	RECRUITMENT	2,462.20	0.00
111-58111-172	CONTINGENCY	3,925.00	0.00
211-52222-151	BOOKS	38.85	0.00
212-52111-212	DEPARTMENT SUPPLIES	5,640.03	0.00
212-52511-212	GASOLINE	884.01	0.00
212-52521-212	OTHER FUEL	1,296.71	0.00
212-52531-212	OIL & ANTIFREEZE	4,456.00	0.00
212-53111-212	CONTRACTUAL SERVICES	2,257.68	0.00

Account Summary

Account Number	Account Name	Expense Amount	Payment Amount
212-53161-212	LEGAL PUBLICATIONS	95.55	0.00
212-53441-212	EQUIPMENT MAINTENAN...	1,209.00	0.00
212-53451-212	VEHICLE MAINTENANCE	1,186.99	0.00
212-53491-212	STREET MAINTENANCE	10,481.25	0.00
212-53511-212	ELECTRICITY	673.36	0.00
212-53531-212	ELECTRIC POWER	1,833.59	0.00
212-53551-212	STREET LIGHTS	28,002.87	0.00
212-53561-212	TELEPHONE	535.37	0.00
212-53711-212	SCHOOL & CONFERENCE	95.00	0.00
212-53821-212	FIRE INSURANCE	101.66	0.00
212-54411-212	EQUIPMENT	2,500.00	0.00
213-52111-213	DEPARTMENT SUPPLIES	236.88	0.00
213-52121-213	JANITORIAL SUPPLIES	9.53	0.00
213-52511-213	GASOLINE	646.60	0.00
213-52521-213	OTHER FUEL	667.42	0.00
213-53111-213	CONTRACTUAL SERVICES	23.45	0.00
213-53211-213	LEGAL FEES	60.00	0.00
213-53511-213	ELECTRICITY	289.36	0.00
213-53561-213	TELEPHONE	69.55	0.00
215-52111-172	DEPARTMENT SUPPLIES	1,079.36	0.00
215-52161-142	FIREARMS RANGE SUPPLI...	88.84	0.00
216-53111-121	CONTRACTUAL SERVICES	638.90	0.00
216-53551-000	STREET LIGHTS	85.42	0.00
218-52111-142	DEPARTMENT SUPPLIES	620.50	0.00
218-54411-142	EQUIPMENT	17,911.00	0.00
218-57115-142	DEBT SERVICE-INTEREST	9,727.50	0.00
223-52111-113	DEPARTMENT SUPPLIES	4,805.94	0.00
223-53111-113	CONTRACTUAL SERVICES	144.00	0.00
224-52211-114	PUBLICATIONS	25.57	0.00
224-53111-113	CONTRACTUAL SERVICES	30,362.57	0.00
224-53111-114	CONTRACTUAL SERVICES	1,212.50	0.00
311-57110-111	DEBT SERVICE-PRINCIPAL	50,944.33	0.00
311-57115-111	DEBT SERVICE-INTEREST	1,625.53	0.00
412-57115-111	DEBT SERVICE-INTEREST	58,747.50	0.00
621-52111-621	DEPARTMENT SUPPLIES	5,514.25	0.00
621-52411-621	POSTAGE	294.25	294.25
621-52511-621	GASOLINE	8,389.27	0.00
621-53111-621	CONTRACTUAL SERVICES	152.45	0.00
621-53193-621	DISPOSAL FEES	50,862.41	0.00
621-53441-621	EQUIPMENT MAINTENAN...	877.35	0.00
621-53451-621	VEHICLE MAINTENANCE	4,752.59	0.00
621-53511-621	ELECTRICITY	602.28	0.00
621-53561-621	TELEPHONE	195.09	0.00
631-52111-631	DEPARTMENT SUPPLIES	814.83	0.00
631-52411-631	POSTAGE	294.24	294.24
631-52511-631	GASOLINE	552.75	0.00
631-52521-631	OTHER FUEL	324.50	0.00
631-53111-631	CONTRACTUAL SERVICES	290.42	0.00
631-53161-631	LEGAL PUBLICATIONS	106.05	0.00
631-53441-631	EQUIPMENT MAINTENAN...	722.19	0.00
631-53451-631	VEHICLE MAINTENANCE	277.16	0.00
631-53511-631	ELECTRICITY	735.53	0.00
631-53521-631	HEATING FUEL	215.07	0.00
631-53531-631	ELECTRIC POWER	170.50	0.00
631-53561-631	TELEPHONE	134.58	0.00
631-53571-631	CELLULAR PHONE	47.58	0.00
641-52111-641	DEPARTMENT SUPPLIES	635.56	0.00
641-52117-641	SAMPLES	3,730.25	0.00

Account Summary

Account Number	Account Name	Expense Amount	Payment Amount
641-52411-641	POSTAGE	470.87	294.25
641-52511-641	GASOLINE	1,159.88	0.00
641-52521-641	OTHER FUEL	74.87	0.00
641-52611-641	CHEMICALS	2,518.65	0.00
641-53111-641	CONTRACTUAL SERVICES	513.81	0.00
641-53441-641	EQUIPMENT MAINTENAN...	705.98	0.00
641-53451-641	VEHICLE MAINTENANCE	24.99	0.00
641-53511-641	ELECTRICITY	30.34	0.00
641-53521-641	HEATING FUEL	215.07	0.00
641-53531-641	ELECTRIC POWER	344.22	0.00
641-53561-641	TELEPHONE	102.82	0.00
641-53571-641	CELLULAR PHONE	82.84	0.00
641-53711-641	SCHOOL & CONFERENCE	37.31	0.00
641-54311-641	STRUCTURES	71,118.82	0.00
661-52111-661	DEPARTMENT SUPPLIES	8.94	0.00
661-52511-661	GASOLINE	30.31	0.00
661-53111-661	CONTRACTUAL SERVICES	1,960.85	0.00
661-53561-661	TELEPHONE	34.78	0.00
713-21512	MEDICARE W/H EE PAYAB...	3,666.21	3,666.21
713-21513	FICA W/H EE PAYABLE	13,618.83	13,618.83
713-21514	FED W/H EE PAYABLE	25,416.03	25,416.03
713-21515	STATE W/H EE PAYABLE	19,185.01	19,185.01
713-21517	POL UNION DUES EE PAY	600.00	600.00
713-21518	FIRE UNION DUES EE PAY	225.00	225.00
713-21523	LIFE INS EE PAYABLE	73.04	73.04
713-21524	SMEC EE PAYABLE	238.00	238.00
713-21527	WAGE ATTACHMENT EE ...	241.40	241.40
713-21528	REGULAR RETIRE EE PAY	7,179.41	7,179.41
713-21529	DEFERRED COMP EE PAY	1,325.14	1,325.14
713-21531	RETIRE FIRE EE PAYABLE	2,661.69	2,661.69
713-21533	RETIRE POLICE EE PAY	4,062.95	4,062.95
713-21534	DIS INC INS EE PAYABLE	641.93	641.93
713-21539	CHILD SUPPORT EE PAY	1,814.68	1,814.68
713-21540	YMCA PAY EE	2,147.75	2,147.75
713-21541	HSA EE PAYABLE	12,193.98	12,193.98
713-21712	MEDICARE W/H ER PAYAB...	3,666.21	3,666.21
713-21713	FICA W/H ER PAYABLE	13,618.83	13,618.83
713-21723	LIFE INS ER PAYABLE	768.67	768.67
713-21728	REGULAR RETIRE ER PAY	6,816.62	6,816.62
713-21731	RETIRE-FIRE ER PAYABLE	4,359.35	4,359.35
713-21733	RETIRE-POLICE ER PAY	4,011.01	4,011.01
713-21741	HSA ER PAYABLE	1,231.25	1,231.25
721-53111-721	CONTRACTUAL SERVICES	11.73	0.00
721-53561-721	TELEPHONE	34.19	0.00
812-53862-112	CLAIMS EXPENSE	21,298.76	21,298.76
812-53863-112	FLEXIBLE BENFT EXPENSES	96.00	96.00
	Grand Total:	637,599.90	152,421.69

Project Account Summary

Project Account Key	Expense Amount	Payment Amount
None	615,239.93	152,421.69
1114152111	76.85	0.00
1114153421	1,046.04	0.00
1114252111	960.50	0.00
1114253441	5,590.00	0.00
1114258111	3,925.00	0.00
2117753111	810.00	0.00
2117753511	287.40	0.00

Project Account Summary

Project Account Key	Expense Amount	Payment Amount
2122352111	1,079.36	0.00
2123153111	144.00	0.00
2126452111	4,805.94	0.00
6002052111	8.94	0.00
6002052511	30.31	0.00
6002053111	1,960.85	0.00
6002053561	34.78	0.00
7000853111	1,600.00	0.00
Grand Total:	637,599.90	152,421.69

Utility Refunds 5/18 Council

Refund Review				
Packet: UBPKT00873 - Refunds 1 UBPKT00872 Disconnect				
<input type="button" value="Add"/> <input type="button" value="Edit"/> <input type="button" value="Delete"/>				
Account #	Status	Contact	Service Address	Refund Amount
<input checked="" type="checkbox"/> <u>005-2467-06</u>	Inactive	KRISTI A MOORE	1717 AVE B SCOTTSBLUFF NE 69361	1.01
<u>055-3229-04</u>	Inactive	JASON SALAZAR	1318 7TH AVE SCOTTSBLUFF NE 69361	31.89
<u>055-0864-08</u>	Inactive	WILLIAM H WISSWELL SR	1914 8TH AVE SCOTTSBLUFF NE 69361	50.58
<u>020-3834-06</u>	Inactive	CAITLYN A CARTER	712 W 20TH ST SCOTTSBLUFF NE 69361	23.37
<u>015-5646-05</u>	Inactive	BRIAN M DUNLAP	518 W 42ND ST SCOTTSBLUFF NE 69361	29.59
<u>040-5015-05</u>	Inactive	AMANDA CYR	1118 AVE R SCOTTSBLUFF NE 69361	31.03
<u>050-0973-01</u>	Inactive	HERSHELL G STONER	1709 10TH AVE SCOTTSBLUFF NE 69361	31.51
<u>010-2262-01</u>	Inactive	PATTIE A YOWELL	518 W 24TH SCOTTSBLUFF NE 69361	90.00
<u>010-3277-04</u>	Inactive	1ST CHURCH OF GOD	2106 AVE F SCOTTSBLUFF NE 69361	104.77
<u>075-2989-01</u>	Inactive	MARY B ELLWANGER	1809 5TH AVE SCOTTSBLUFF NE 69361	0.52
<u>010-0398-04</u>	Inactive	CANDI & PAUL FROHMAN	2002 AVE D SCOTTSBLUFF NE 69361	6.26
<u>070-7202-00</u>	Inactive	ROCKSTEP SCOTTSBLUFF LLC	2410 FRONTAGE RD SUITE A SCOTTSBLUF	7.11
<u>005-5786-01</u>	Inactive	JOSEPH I LOVELIDGE	1928 AVE B SCOTTSBLUFF NE 69361	22.21
<u>015-6554-04</u>	Inactive	KATHRYNE VANDAMME	3305 AVE D SCOTTSBLUFF NE 69361	79.87
Total				
14				\$509.72

City of Scottsbluff, Nebraska

Monday, May 18, 2015

Regular Meeting

Item Bids1

Council to consider awarding the bid for Paving District 312 to Infinity Construction in the amount of \$788,406.00.

Staff Contact: Mark Bohl, Public Works Director

May 12, 2015

Honorable Mayor and City Council
City of Scottsbluff
2525 Circle Drive
Scottsbluff, NE 69361

RE: Paving District 312 – 12th Ave & Winter Creek Dr

Dear Mayor and City Council:

Bids were received and opened at 2:00 p.m. on May 12, 2015 at City Hall, Scottsbluff, Nebraska for the above referenced project. A total of three (3) bids were received. A copy of the bid tabulation sheet is attached for your review. The bids received were as follows:

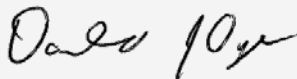
	<u>Total Bid</u>
Infinity Construction, Inc.	\$788,406.00
Anderson & Shaw Construction	\$958,835.00
Paul Reed Construction & Supply	\$1,045,360.19
Engineer's Estimate	\$1,032,900.00

We have reviewed the contractor's bid documents. Two mathematical errors for Items 23 – 1 1/4-Inch Schedule 40 PVC and Item 24 – 2-Inch Schedule 40 PVC were discovered when multiplying the unit price by the quantity for Infinity Construction's bid. According to the bid specifications discrepancies between the multiplication of units of work and unit prices will be resolved in favor of the unit prices. Based upon this the bid for Infinity Construction was \$5.00 higher than the bid received.

We would therefore recommend award of the project to Infinity Construction, Inc. in the amount of \$788,406.00.

Sincerely,

FOR THE FIRM OF
M.C. SCHAFF & ASSOCIATES, INC.



Donald J. Dye, P.E.

Paving District 312 - 12th Avenue & Winter Creek Dr City of Scottsbluff Bid Date: May 12, 2015 @ 2:00 pm Mountain Time			Infinity Construction, Inc PO Box 2453 Scottsbluff, NE 69363			Anderson Shaw Construction 710 Avenue I Scottsbluff, NE 69361		
No.	Description	Unit	Quantity	Unit Cost	Total	Unit Cost	Total	Total
1	Mobilization	LS	1	\$ 34,000.00	\$ 34,000.00	\$ 30,000.00	\$ 30,000.00	\$ 30,000.00
2	Traffic Control	LS	1	\$ 1,000.00	\$ 1,000.00	\$ 10,000.00	\$ 10,000.00	\$ 10,000.00
3	Clearing & Grubbing	LS	1	\$ 2,500.00	\$ 2,500.00	\$ 6,000.00	\$ 6,000.00	\$ 6,000.00
4	Remove Existing Pavement, Curb, Gutter, Etc	SF	3500	\$ 1.00	\$ 3,500.00	\$ 1.00	\$ 3,500.00	\$ 3,500.00
5	Remove Storm Drain Pipe	LF	102	\$ 6.00	\$ 612.00	\$ 10.00	\$ 1,020.00	\$ 1,020.00
6	Plug Existing Storm Drain Pipe	EA	1	\$ 100.00	\$ 100.00	\$ 250.00	\$ 250.00	\$ 250.00
7	Remove Existing Barrier Rail/Barricade	EA	5	\$ 25.00	\$ 125.00	\$ 500.00	\$ 2,500.00	\$ 2,500.00
8	Excavation (Established Quantity)	CY	7500	\$ 3.00	\$ 22,500.00	\$ 6.00	\$ 45,000.00	\$ 45,000.00
9	Standard Storm Drain Curb Inlet	EA	12	\$ 1,400.00	\$ 16,800.00	\$ 1,500.00	\$ 18,000.00	\$ 18,000.00
10	18-Inch RCCP Storm Drain Pipe	LF	1350	\$ 42.00	\$ 56,700.00	\$ 40.00	\$ 54,000.00	\$ 54,000.00
11	48-Inch Storm Drain Manhole	EA	3	\$ 3,200.00	\$ 9,600.00	\$ 3,000.00	\$ 9,000.00	\$ 9,000.00
12	18-Inch Flared End Section	EA	1	\$ 875.00	\$ 875.00	\$ 400.00	\$ 400.00	\$ 400.00
13	Connect to Existing Inlet	EA	1	\$ 1,500.00	\$ 1,500.00	\$ 500.00	\$ 500.00	\$ 500.00
14	Remove & Salvage Existing Fire Hydrant & Aux Valve - Plug Tee	EA	2	\$ 800.00	\$ 1,600.00	\$ 1,000.00	\$ 2,000.00	\$ 2,000.00
15	Remove 8-Inch Valve	EA	1	\$ 250.00	\$ 250.00	\$ 500.00	\$ 500.00	\$ 500.00
16	8-inch by 6-Inch Reducer	EA	1	\$ 200.00	\$ 200.00	\$ 500.00	\$ 500.00	\$ 500.00
17	Reinstall Fire Hydrant w/Aux. Valve including 6-inch PVC Water Main	EA	2	\$ 1,200.00	\$ 2,400.00	\$ 2,000.00	\$ 4,000.00	\$ 4,000.00
18	Connect to Existing Valve	EA	1	\$ 600.00	\$ 600.00	\$ 1,000.00	\$ 1,000.00	\$ 1,000.00
19	8-Inch x 8-Inch Tee	EA	1	\$ 300.00	\$ 300.00	\$ 1,500.00	\$ 1,500.00	\$ 1,500.00
20	8-Inch Plug	EA	2	\$ 300.00	\$ 600.00	\$ 1,000.00	\$ 2,000.00	\$ 2,000.00
21	8-Inch PVC Water Main	LF	60	\$ 60.00	\$ 3,600.00	\$ 50.00	\$ 3,000.00	\$ 3,000.00
22	8-Inch by 6-Inch Tee	EA	1	\$ 300.00	\$ 300.00	\$ 1,000.00	\$ 1,000.00	\$ 1,000.00
23	1 1/4-Inch Schedule 40 PVC	LF	2000	\$ 4.00	\$ 8,000.00	\$ 12.00	\$ 24,000.00	\$ 24,000.00
24	2-Inch Schedule 40 PVC	LF	435	\$ 7.00	\$ 3,045.00	\$ 20.00	\$ 8,700.00	\$ 8,700.00
25	3-Inch Schedule 40 PVC	LF	15	\$ 20.00	\$ 300.00	\$ 35.00	\$ 525.00	\$ 525.00
26	Street Light Pedestal	EA	15	\$ 200.00	\$ 3,000.00	\$ 400.00	\$ 6,000.00	\$ 6,000.00
27	Secondary Pedestal	EA	2	\$ 300.00	\$ 600.00	\$ 500.00	\$ 1,000.00	\$ 1,000.00
28	8-Inch P.C. Concrete Pavement	SY	9500	\$ 36.25	\$ 344,375.00	\$ 40.00	\$ 380,000.00	\$ 380,000.00
29	30-Inch P.C. Concrete Curb & Gutter (Catch)	LF	4500	\$ 15.40	\$ 69,300.00	\$ 20.00	\$ 90,000.00	\$ 90,000.00
30	30-Inch P.C. Concrete Curb & Gutter (Spill)	LF	500	\$ 15.40	\$ 7,700.00	\$ 20.00	\$ 10,000.00	\$ 10,000.00
31	30-inch P.C. Concrete Truck Apron Curb	LF	200	\$ 15.40	\$ 3,080.00	\$ 20.00	\$ 4,000.00	\$ 4,000.00
32	4-Inch P.C. Concrete Sidewalk	SF	23000	\$ 3.75	\$ 86,250.00	\$ 5.00	\$ 115,000.00	\$ 115,000.00
33	Handicap Ramp	EA	27	\$ 600.00	\$ 16,200.00	\$ 500.00	\$ 13,500.00	\$ 13,500.00
34	15-Foot Intersection Radius	EA	1	\$ 1,320.00	\$ 1,320.00	\$ 2,000.00	\$ 2,000.00	\$ 2,000.00
35	20-Foot Intersection Radius	EA	11	\$ 1,650.00	\$ 18,150.00	\$ 2,500.00	\$ 27,500.00	\$ 27,500.00
36	30-Foot Intersection Radius	EA	2	\$ 2,400.00	\$ 4,800.00	\$ 3,000.00	\$ 6,000.00	\$ 6,000.00
37	4-Foot P.C. Concrete Valley Gutter	LF	26	\$ 34.00	\$ 884.00	\$ 20.00	\$ 520.00	\$ 520.00
38	8-Inch P.C. Stamped & Colored Concrete	SF	4600	\$ 8.00	\$ 36,800.00	\$ 8.00	\$ 36,800.00	\$ 36,800.00
39	Adjust Curb Stop/Meter Pit to Grade	EA	9	\$ 100.00	\$ 900.00	\$ 500.00	\$ 4,500.00	\$ 4,500.00
40	Adjust Manhole to Grade	EA	2	\$ 300.00	\$ 600.00	\$ 500.00	\$ 1,000.00	\$ 1,000.00
41	Adjust Water Valve to Grade	EA	5	\$ 100.00	\$ 500.00	\$ 500.00	\$ 2,500.00	\$ 2,500.00
42	4-Inch Yellow Wet Reflective Preformed Pavement Marking, Type 4, Grooved	LF	2900	\$ 4.20	\$ 12,180.00	\$ 6.00	\$ 17,400.00	\$ 17,400.00
43	6-Inch White Wet Reflective Preformed Pavement Marking, Type 4, Grooved	LF	100	\$ 6.00	\$ 600.00	\$ 10.00	\$ 1,000.00	\$ 1,000.00
44	12-Inch Yellow Preformed Pavement Marking, Type 4, Grooved	LF	50	\$ 12.00	\$ 600.00	\$ 30.00	\$ 1,500.00	\$ 1,500.00
45	12-Inch White Preformed Pavement Marking, Type 4, Grooved	LF	50	\$ 12.00	\$ 600.00	\$ 12.00	\$ 600.00	\$ 600.00
46	24-Inch White Preformed Pavement Marking, Type 4, Grooved	LF	260	\$ 22.00	\$ 5,720.00	\$ 12.00	\$ 3,120.00	\$ 3,120.00
47	White Left Turn Arrow Wet Reflective Preformed Pavement Marking, Type 4, Grooved	EA	2	\$ 420.00	\$ 840.00	\$ 500.00	\$ 1,000.00	\$ 1,000.00
48	Seeding & Mulching	ACRE	1	\$ 2,400.00	\$ 2,400.00	\$ 5,000.00	\$ 5,000.00	\$ 5,000.00
Total Items 1-48					\$788,406.00		\$958,835.00	

Paving District 312 - 12th Avenue & Winter Creek Dr City of Scottsbluff Bid Date: May 12, 2015 @ 2:00 pm Mountain Time		Paul Reed Construction & Supply 2970 N. 10th St Gering, NE 69341			Engineers Estimate	
No.	Description	Unit	Quantity	Unit Cost	Total	Total
1	Mobilization	LS	1	\$ 21,237.20	\$ 21,237.20	\$ 50,000.00
2	Traffic Control	LS	1	\$ 7,404.52	\$ 7,404.52	\$ 5,000.00
3	Clearing & Grubbing	LS	1	\$ 1,752.68	\$ 1,752.68	\$ 5,000.00
4	Remove Existing Pavement, Curb, Gutter, Etc	SF	3500	\$ 0.58	\$ 2,030.00	\$ 3,500.00
5	Remove Storm Drain Pipe	LF	102	\$ 8.18	\$ 834.36	\$ 510.00
6	Plug Existing Storm Drain Pipe	EA	1	\$ 350.54	\$ 350.54	\$ 200.00
7	Remove Existing Barrier Rail/Barricade	EA	5	\$ 145.23	\$ 726.15	\$ 250.00
8	Excavation (Established Quantity)	CY	7500	\$ 4.09	\$ 30,675.00	\$ 75,000.00
9	Standard Storm Drain Curb Inlet	EA	12	\$ 2,938.58	\$ 35,262.96	\$ 21,600.00
10	18-Inch RCCP Storm Drain Pipe	LF	1350	\$ 49.92	\$ 67,392.00	\$ 67,500.00
11	48-Inch Storm Drain Manhole	EA	3	\$ 4,157.53	\$ 12,472.59	\$ 9,000.00
12	18-Inch Flared End Section	EA	1	\$ 894.50	\$ 894.50	\$ 1,500.00
13	Connect to Existing Inlet	EA	1	\$ 1,056.40	\$ 1,056.40	\$ 500.00
14	Remove & Salvage Existing Fire Hydrant & Aux Valve - Plug Tee	EA	2	\$ 541.71	\$ 1,083.42	\$ 1,000.00
15	Remove 8-Inch Valve	EA	1	\$ 297.71	\$ 297.71	\$ 200.00
16	8-inch by 6-inch Reducer	EA	1	\$ 302.19	\$ 302.19	\$ 150.00
17	Reinstall Fire Hydrant w/Aux. Valve including 6-inch PVC Water Main	EA	2	\$ 821.97	\$ 1,643.94	\$ 2,400.00
18	Connect to Existing Valve	EA	1	\$ 170.14	\$ 170.14	\$ 500.00
19	8-Inch x 8-Inch Tee	EA	1	\$ 830.44	\$ 830.44	\$ 150.00
20	8-Inch Plug	EA	2	\$ 86.25	\$ 172.50	\$ 300.00
21	8-Inch PVC Water Main	LF	60	\$ 52.85	\$ 3,171.00	\$ 3,000.00
22	8-Inch by 6-Inch Tee	EA	1	\$ 799.03	\$ 799.03	\$ 150.00
23	1 1/4-Inch Schedule 40 PVC	LF	2000	\$ 5.43	\$ 10,860.00	\$ 10,000.00
24	2-Inch Schedule 40 PVC	LF	435	\$ 6.89	\$ 2,997.15	\$ 4,350.00
25	3-Inch Schedule 40 PVC	LF	15	\$ 23.78	\$ 356.70	\$ 300.00
26	Street Light Pedestal	EA	15	\$ 155.77	\$ 2,336.55	\$ 2,250.00
27	Secondary Pedestal	EA	2	\$ 225.79	\$ 451.58	\$ 500.00
28	8-Inch P.C. Concrete Pavement	SY	9500	\$ 45.12	\$ 428,640.00	\$ 427,500.00
29	30-Inch P.C. Concrete Curb & Gutter (Catch)	LF	4500	\$ 21.93	\$ 98,685.00	\$ 81,000.00
30	30-Inch P.C. Concrete Curb & Gutter (Spill)	LF	500	\$ 32.55	\$ 16,275.00	\$ 9,000.00
31	30-Inch P.C. Concrete Truck Apron Curb	LF	200	\$ 33.02	\$ 6,604.00	\$ 5,000.00
32	4-Inch P.C. Concrete Sidewalk	SF	23000	\$ 5.37	\$ 123,510.00	\$ 115,000.00
33	Handicap Ramp	EA	27	\$ 1,015.45	\$ 27,417.15	\$ 20,250.00
34	15-Foot Intersection Radius	EA	1	\$ 1,927.97	\$ 1,927.97	\$ 1,500.00
35	20-Foot Intersection Radius	EA	11	\$ 2,036.59	\$ 22,402.49	\$ 22,000.00
36	30-Foot Intersection Radius	EA	2	\$ 3,947.81	\$ 7,895.62	\$ 5,000.00
37	4-Foot P.C. Concrete Valley Gutter	LF	26	\$ 41.11	\$ 1,068.86	\$ 1,040.00
38	8-Inch P.C. Stamped & Colored Concrete	SF	4600	\$ 12.99	\$ 59,754.00	\$ 55,200.00
39	Adjust Curb Stop/Meter Pit to Grade	EA	9	\$ 621.66	\$ 5,594.94	\$ 900.00
40	Adjust Manhole to Grade	EA	2	\$ 290.33	\$ 580.66	\$ 800.00
41	Adjust Water Valve to Grade	EA	5	\$ 256.97	\$ 1,284.85	\$ 1,000.00
42	4-Inch Yellow Wet Reflective Preformed Pavement Marking, Type 4, Grooved	LF	2900	\$ 7.42	\$ 21,518.00	\$ 11,600.00
43	6-Inch White Wet Reflective Preformed Pavement Marking, Type 4, Grooved	LF	100	\$ 11.14	\$ 1,114.00	\$ 600.00
44	12-Inch Yellow Preformed Pavement Marking, Type 4, Grooved	LF	50	\$ 21.56	\$ 1,078.00	\$ 600.00
45	12-Inch White Preformed Pavement Marking, Type 4, Grooved	LF	50	\$ 21.56	\$ 1,078.00	\$ 600.00
46	24-Inch White Preformed Pavement Marking, Type 4, Grooved	LF	260	\$ 26.52	\$ 6,895.20	\$ 6,500.00
47	White Left Turn Arrow Wet Reflective Preformed Pavement Marking, Type 4, Grooved	EA	2	\$ 484.91	\$ 969.82	\$ 1,000.00
48	Seeding & Mulching	ACRE	1	\$ 3,505.38	\$ 3,505.38	\$ 2,000.00
Total Items 1-48				\$1,045,360.19	\$1,032,900.00	

City of Scottsbluff, Nebraska

Monday, May 18, 2015

Regular Meeting

Item Public Inp1

Approve issuance of a special arts-related event wine permits for the West Nebraska Arts Center, 106 East 18th Street and special designated liquor licenses for three events.

Minutes: The Art Center has been issued 2 Special Designated Liquor Licenses in 2015. Non-caterer applicants are allowed 6 licenses per year.

Staff Contact: Cindy Dickinson, City Clerk

MEMORANDUM

TO: Rick Kuckkahn, City Manager
FROM: Kevin Spencer, Chief of Police
CC: Cindy Dickinson, City Clerk
DATE: May 14, 2015
RE: Request for a Special Designated License (SDL) – West Nebraska Arts Center 106 E 18th St Scottsbluff, NE

In regards to the West Nebraska Arts Center application for three Special Designated Licenses (SDL) for the dates of July 2, 2015 September 3, 2015 and October 30, 2015, the first two events being receptions and the third being a fundraiser, there will be sufficient law enforcement officers on duty to handle regular patrol duties in the city and to respond to the Arts Center in the event of a problem. Initially I questioned the fact that these events were planned well in advance but after giving this careful consideration I do not have a problem with this recommendation given the fact that law enforcement has never been called to the Arts Center to address any issues during these types of events. As always, we would insist that management have adequate staff on hand to closely monitor the event and take steps to ensure minors do not drink.

The police department does not object to the issuance of the Special Designated License.

Kevin Spencer
Chief of Police

CITY OF SCOTTSBLUFF
SPECIAL ARTS-RELATED EVENT WINE PERMIT APPLICATION

Organization Name West Nebraska Arts Center
Address 106 E. 18th Street, Scottsbluff Phone 632-2226
Date of Event 7-2-15 Starting Time 4:00 pm Ending Time 8:00 pm
Authorized Contact: Donna Thompson, Ex. Director
Description of Event Opening Reception - President's Show
Estimated Attendance: 125
Event Chairman: Donna Thompson
Address 106 E. 18th Street, Scottsbluff Phone 632-2226
email donna@thewnac.com

The undersigned acknowledges reading a copy of the applicable ordinances and agrees to comply thereby:

Signed: Donna Thompson Date: 5-12-15

Print Name Donna Thompson

Additional Information: _____

PERMIT

THIS PERMIT AUTHORIZES THE CONSUMPTION OF WINE ON THE DESCRIBED PREMISE BY INDIVIDUALS WHO ARE OF LEGAL DRINKING AGE. OTHER RESTRICTIONS ARE AS FOLLOWS: _____

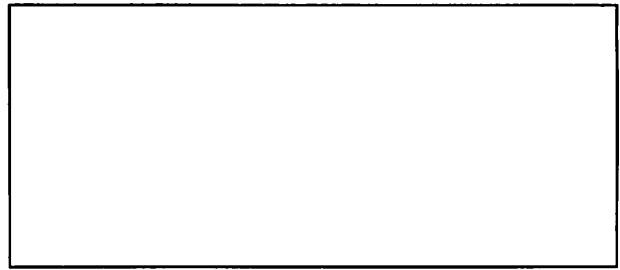
Approved by Mayor and City Council on _____

City Clerk _____ Date: _____

Cc: Police Chief

APPLICATION FOR SPECIAL DESIGNATED LICENSE

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



DO YOU NEED POSTERS? YES NO

RETAIL LICENSE HOLDERS

NON PROFIT APPLICANTS
Non Profit Status (check one that best applies)

Municipal Political Fine Arts Fraternal Religious Charitable Public Service

COMPLETE ALL QUESTIONS

1. Type of alcohol to be served and/or consumed: Beer Wine Distilled Spirits

2. Liquor license number and class (i.e. C-55441)
(If you're a nonprofit organization leave blank)

3. Licensee name (last, first,), corporate name or limited liability company (LLC) name
(As it reads on your liquor license)

NAME: West Nebraska Arts Center

ADDRESS: 106 E. 18th Street

CITY Scottsbluff ZIP 69361

4. Location where event will be held; name, address, city, county, zip code

BUILDING NAME West Nebraska Arts Center

ADDRESS: 106 E. 18th Street CITY Scottsbluff

ZIP 69361 COUNTY and COUNTY# Scotts Bluff, 21

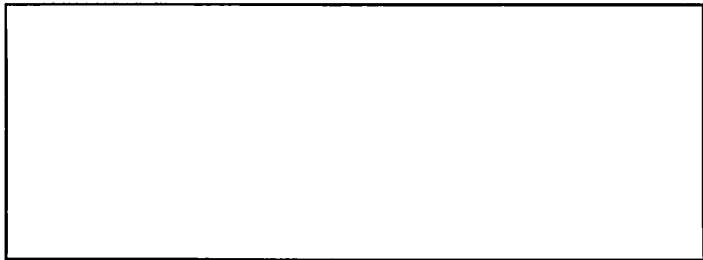
a. Is this location within the city/village limits? YES NO

b. Is this location within the 150' of church, school, hospital or home
for aged/indigent or for veterans and/or wives? YES NO

c. Is this location within 300' of any university or college campus? YES NO

APPLICATION FOR SPECIAL DESIGNATED LICENSE

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



Special Designated License (SDL) Application Quick Checklist

Requirements:

- ✓ Application must be received in Nebraska Liquor Control Commission (NLCC) office a **MINIMUM** of ten (10) working days prior to the date of event (when counting days exclude weekends and holidays) **NO EXCEPTIONS**
- ✓ Application **MUST** include approval from the local governing body (city, village or county clerk of where the event is to be held)
- ✓ When requesting an exemption from NLCC rules, i.e. waiver of double fencing, request must be received in (NLCC) office a **MINIMUM** of 30 days prior to the date of the event
- ✓ All questions on application must be completed legibly
- ✓ Include \$40 fee, for each day/area applying for, checks made payable to Nebraska Liquor Control Commission (NLCC), if liquor caterer no fees required
- ✓ When requesting alternate date(s) or location(s), approval from local governing body must include approval for these alternate date(s) or locations(s)
- ✓ When requesting an outdoor area you must include a sketch of area to be licensed

Non Profit Application **MUST**:

- ✓ Include page five (5) of application showing federal ID number

Information:

- ✓ Non caterer applicants are only allowed six (6) SDLs per calendar year, this includes consecutive days used on one application (i.e. July 4 – 9 = 6 days)
- ✓ Applications may be submitted via e-mail to michelle.porter@nebraska.gov or faxed to (402) 471-2814
- ✓ Must use the most current form 108. Forms are available on our web site at www.lcc.ne.gov/formsdiv.html, or by calling our main number (402) 471-2571
- ✓ Reference statutes: §53-124.11, rules 2-013.01 and 6-019.01W 1,2,3
- ✓ Only twelve (12) SDLs will be issued at any specific location that could otherwise hold a liquor license

FORM 108
REV 5/12
Page 1 of 5

5. Date(s) and Time(s) of event (no more than six (6) consecutive days on one application)

Date <u>7-2-15</u>	Date _____	Date _____	Date _____	Date _____	Date _____
Hours From <u>4:00 pm</u>	Hours From _____	Hours From _____	Hours From _____	Hours From _____	Hours From _____
To <u>8:00 pm</u>	To _____	To _____	To _____	To _____	To _____

a. Alternate date: None

b. Alternate location: None
 (Alternate date or location must be specified in local approval)

6. Indicate type of activity to be carried on during event:

- Dance
 Reception
 Fund Raiser
 Beer Garden
 Sampling/Tasting
 Other _____

7. Description of area to be licensed

Inside building, dimensions of area to be covered IN FEET 73.5 x 33
 (not square feet or acres)

*Outdoor area dimensions of area to be covered IN FEET _____ x _____

*SKETCH OF OUTDOOR AREA (or attach copy of sketch)

If outdoor area, how will premises be enclosed?

- Fence; snow fence chain link cattle panel other _____
 Tent

8. How many attendees do you expect at event? 125

9. If over 150 attendees. Indicate the steps that will be taken to prevent underage persons from obtaining alcohol beverages. (Attach separate sheet if needed)

10. Will premises to be covered by license comply with all Nebraska sanitation laws? YES NO

a. Are there separate toilets for both men and women? YES NO

11. Retailer: Will you be purchasing your alcohol from a wholesaler? YES NO
Non-Profit: Where will you be purchasing your alcohol?

Wholesaler Retailer Both BYO
(includes wineries)

12. Will there be any games of chance operating during the event? YES NO

If so, describe activity _____

NOTE: Only games of chance approved by the Department of Revenue, Charitable Gaming Division are permitted. All other forms of gambling are prohibited by State Law: There are no exceptions for Non Profit Organizations or any events raising funds for a charity. This is only an application for a Special Designated License under the Liquor Control Act and is not a gambling permit application.

13. Any other information or requests for exemptions: _____

14. Name and telephone number/cell phone number of immediate supervisor. This person will be at the location of the event when it occurs, able to answer any questions from Commission and/or law enforcement before and during the event, and who will be responsible for ensuring that any applicable laws, ordinances, rules and regulations are adhered to. PLEASE PRINT LEGIBLY

Print name of Event Supervisor Donna Thompson

Signature of Event Supervisor Donna Thompson

Phone of Event Supervisor: Before 308-641-3940 During 308-632-2226

Consent of Authorized Representative/Applicant

15. I declare that I am the authorized representative of the above named license applicant and that the statements made on this application are true to the best of my knowledge and belief. I also consent to an investigation of my background including all records of every kind including police records. I agree to waive any rights or causes of action against the Nebraska Liquor Control Commission, the Nebraska State Patrol or any other individual releasing said information to the Liquor Control Commission or the Nebraska State Patrol. I further declare that the license applied for will not be used by any other person, group, organization or corporation for profit or not for profit and that the event will be supervised by persons directly responsible to the holder of this Special Designated License.

sign here Donna Thompson Executive Director 5-12-15
Authorized Representative/Applicant Title Date
Donna Thompson
Print Name

This individual must be listed on the application as an officer or stockholder unless a letter has been filed appointing an individual as the catering manager allowing them to sign all SDL applications.

The law requires that no special designated license provided for by this section shall be issued by the Commission without the approval of the local governing body. For the purposes of this section, the local governing body shall be the city or village within which the particular place for which the special designated license is requested is located, or if such place is not within the corporate limits of a city or village, then the local governing body shall be the county within which the place for which the special designated license is requested is located.

FORM 108
REV 5/12
Page 4 of 5

This page is required to be completed by Non Profit applicants only.

**Application for Special Designated License
Under Nebraska Liquor Control Act
Affidavit of Non-Profit Status**

I HEREBY DECLARE THAT THE CORPORATION MAKING APPLICATION FOR A SPECIAL DESIGNATED LICENSE UNDER THE NEBRASKA LIQUOR CONTROL ACT IS EITHER A MUNICIPAL CORPORATION, A FINE ARTS MUSEUM INCORPORATED AS A NONPROFIT CORPORATION, A RELIGIOUS NONPROFIT CORPORATION WHICH HAS BEEN EXEMPTED FROM THE PAYMENT OF FEDERAL INCOME TAXES, A POLITICAL ORGANIZATION WHICH HAS BEEN EXEMPTED FROM THE PAYMENT OF FEDERAL INCOME TAXES, OR ANY OTHER NONPROFIT CORPORATION, THE PURPOSE OF WHICH IS FRATERNAL, CHARITABLE, OR PUBLIC SERVICE AND WHICH HAS BEEN EXEMPTED FROM THE PAYMENT OF FEDERAL INCOME TAXES AS PER §53-124.11(1).

AS SIGNATORY I CONSENT TO THE RELEASE OF ANY DOCUMENTS SUPPORTING THIS DECLARATION AND ANY DOCUMENTS SUPPORTING THIS DECLARATION WILL BE PROVIDED TO THE NEBRASKA LIQUOR CONTROL COMMISSION, THE NEBRASKA STATE PATROL OR ANY AGENT OF THE LIQUOR CONTROL COMMISSION IMMEDIATELY UPON DEMAND. I ALSO CONSENT TO THE INVESTIGATION OF THIS CORPORATE ENTITY TO DETERMINE IT'S NONPROFIT STATUS.

I AGREE TO WAIVE ANY RIGHTS OR CAUSES OF ACTION AGAINST THE NEBRASKA LIQUOR CONTROL COMMISSION, THE NEBRASKA STATE PATROL OR ANY PARTY RELEASING INFORMATION TO THE AFOREMENTIONED PARTIES.

West Nebraska Arts Center
NAME OF CORPORATION

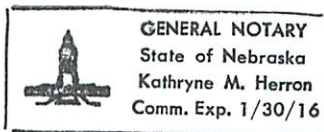
470 499 224
FEDERAL ID NUMBER

Donna Thompson
SIGNATURE OF TITLE OF CORPORATE OFFICERS

THE ABOVE INDIVIDUAL STATES THAT THE STATEMENT ABOVE IS TRUE AND CORRECT. IF ANY FALSE STATEMENT IS MADE ON THIS APPLICATION, THE APPLICANT SHALL BE DEEMED GUILTY OF PERJURY AND SUBJECT TO PENALTIES PROVIDED BY LAW. (SEC. §53-131.01) NEBRASKA LIQUOR CONTROL ACT

SUBSCRIBED IN MY PRESENCE AND SWORN TO BEFORE ME THIS 12 DAY OF

May, 2015



Kathryn M. Herron
NOTARY PUBLIC SIGNATURE & SEAL

CITY OF SCOTTSBLUFF
SPECIAL ARTS-RELATED EVENT WINE PERMIT APPLICATION

Organization Name West Nebraska Arts Center

Address 106 E. 18th Street, Scottsbluff Phone 632-2226

Date of Event 9-3-15 Starting Time 4:00 pm Ending Time 8:00 pm

Authorized Contact: Donna Thompson, Ex. Director

Description of Event Opening Reception - Gallery Exhibit

Estimated Attendance: 125

Event Chairman: Donna Thompson

Address 106 E. 18th Street Phone 632-2226

email donna@thewnac.com

The undersigned acknowledges reading a copy of the applicable ordinances and agrees to comply the by:

Signed: Donna Thompson Date: 5-12-15

Print Name Donna Thompson

Additional Information: _____

PERMIT

THIS PERMIT AUTHORIZES THE CONSUMPTION OF WINE ON THE DESCRIBED PREMISE BY INDIVIDUALS WHO ARE OF LEGAL DRINKING AGE. OTHER RESTRICTIONS ARE AS FOLLOWS: _____

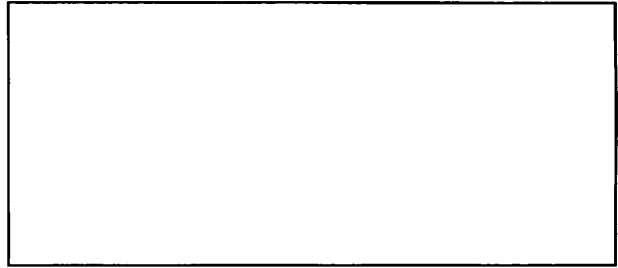
Approved by Mayor and City Council on _____

City Clerk _____ Date: _____

Cc: Police Chief

APPLICATION FOR SPECIAL DESIGNATED LICENSE

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



DO YOU NEED POSTERS? YES NO

RETAIL LICENSE HOLDERS

NON PROFIT APPLICANTS

Non Profit Status (check one that best applies)

Municipal Political Fine Arts Fraternal Religious Charitable Public Service

COMPLETE ALL QUESTIONS

1. Type of alcohol to be served and/or consumed: Beer Wine Distilled Spirits

2. Liquor license number and class (i.e. C-55441)
(If you're a nonprofit organization leave blank)

3. Licensee name (last, first,), corporate name or limited liability company (LLC) name
(As it reads on your liquor license)

NAME: West Nebraska Arts Center

ADDRESS: 106 E. 18th Street

CITY Scottsbluff ZIP 69361

4. Location where event will be held; name, address, city, county, zip code

BUILDING NAME West Nebraska Arts Center

ADDRESS: 106 E. 18th Street CITY Scottsbluff

ZIP 69361 COUNTY and COUNTY# Scotts Bluff, 21

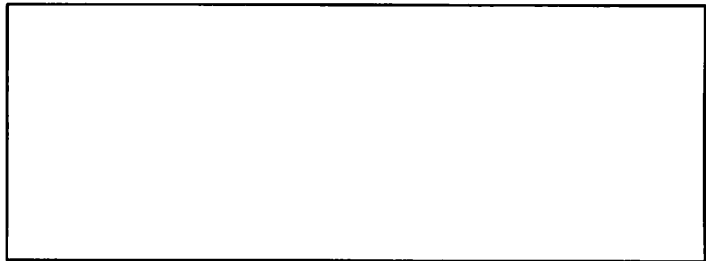
a. Is this location within the city/village limits? YES NO

b. Is this location within the 150' of church, school, hospital or home for aged/indigent or for veterans and/or wives? YES NO

c. Is this location within 300' of any university or college campus? YES NO

APPLICATION FOR SPECIAL DESIGNATED LICENSE

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



Special Designated License (SDL) Application Quick Checklist

Requirements:

- ✓ Application must be received in Nebraska Liquor Control Commission (NLCC) office a **MINIMUM** of ten (10) working days prior to the date of event (when counting days exclude weekends and holidays) **NO EXCEPTIONS**
- ✓ Application **MUST** include approval from the local governing body (city, village or county clerk of where the event is to be held)
- ✓ When requesting an exemption from NLCC rules, i.e. waiver of double fencing, request must be received in (NLCC) office a **MINIMUM** of 30 days prior to the date of the event
- ✓ All questions on application must be completed legibly
- ✓ Include \$40 fee, for each day/area applying for, checks made payable to Nebraska Liquor Control Commission (NLCC), if liquor caterer no fees required
- ✓ When requesting alternate date(s) or location(s), approval from local governing body must include approval for these alternate date(s) or locations(s)
- ✓ When requesting an outdoor area you must include a sketch of area to be licensed

Non Profit Application **MUST**:

- ✓ Include page five (5) of application showing federal ID number

Information:

- ✓ Non caterer applicants are only allowed six (6) SDLs per calendar year, this includes consecutive days used on one application (i.e. July 4 – 9 = 6 days)
- ✓ Applications may be submitted via e-mail to michelle.porter@nebraska.gov or faxed to (402) 471-2814
- ✓ Must use the most current form 108. Forms are available on our web site at www.lcc.ne.gov/formsdiv.html, or by calling our main number (402) 471-2571
- ✓ Reference statutes: §53-124.11, rules 2-013.01 and 6-019.01W 1,2,3
- ✓ Only twelve (12) SDLs will be issued at any specific location that could otherwise hold a liquor license

FORM 108
REV 5/12
Page 1 of 5

5. Date(s) and Time(s) of event (no more than six (6) consecutive days on one application)

Date <u>9-3-15</u>	Date	Date	Date	Date	Date
Hours From <u>4:00 PM</u>	Hours From	Hours From	Hours From	Hours From	Hours From
To <u>8:00 PM</u>	To	To	To	To	To

a. Alternate date: None

b. Alternate location: None
(Alternate date or location must be specified in local approval)

6. Indicate type of activity to be carried on during event:

- Dance
 Reception
 Fund Raiser
 Beer Garden
 Sampling/Tasting
 Other _____

7. Description of area to be licensed

Inside building, dimensions of area to be covered IN FEET 73.5 x 33
(not square feet or acres)

*Outdoor area dimensions of area to be covered IN FEET _____ x _____

*SKETCH OF OUTDOOR AREA (or attach copy of sketch)

If outdoor area, how will premises be enclosed?

- Fence; snow fence chain link cattle panel other _____
 Tent

8. How many attendees do you expect at event? 125

9. If over 150 attendees. Indicate the steps that will be taken to prevent underage persons from obtaining alcohol beverages. (Attach separate sheet if needed)

10. Will premises to be covered by license comply with all Nebraska sanitation laws? YES NO

a. Are there separate toilets for both men and women? YES NO

11. Retailer: Will you be purchasing your alcohol from a wholesaler? YES NO
Non-Profit: Where will you be purchasing your alcohol?

Wholesaler Retailer Both BYO
(includes wineries)

12. Will there be any games of chance operating during the event? YES NO

If so, describe activity _____

NOTE: Only games of chance approved by the Department of Revenue, Charitable Gaming Division are permitted. All other forms of gambling are prohibited by State Law. There are no exceptions for Non Profit Organizations or any events raising funds for a charity. This is only an application for a Special Designated License under the Liquor Control Act and is not a gambling permit application.

13. Any other information or requests for exemptions: _____

14. Name and telephone number/cell phone number of immediate supervisor. This person will be at the location of the event when it occurs, able to answer any questions from Commission and/or law enforcement before and during the event, and who will be responsible for ensuring that any applicable laws, ordinances, rules and regulations are adhered to. PLEASE PRINT LEGIBLY

Print name of Event Supervisor Donna Thompson

Signature of Event Supervisor Donna Thompson

Phone of Event Supervisor: Before 308-641-3940 During 308-632-2226

Consent of Authorized Representative/Applicant

15. I declare that I am the authorized representative of the above named license applicant and that the statements made on this application are true to the best of my knowledge and belief. I also consent to an investigation of my background including all records of every kind including police records. I agree to waive any rights or causes of action against the Nebraska Liquor Control Commission, the Nebraska State Patrol or any other individual releasing said information to the Liquor Control Commission or the Nebraska State Patrol. I further declare that the license applied for will not be used by any other person, group, organization or corporation for profit or not for profit and that the event will be supervised by persons directly responsible to the holder of this Special Designated License.

sign here Donna Thompson Executive Director 5-12-15
Authorized Representative/Applicant Title Date
Donna Thompson
Print Name

This individual must be listed on the application as an officer or stockholder unless a letter has been filed appointing an individual as the catering manager allowing them to sign all SDL applications.

The law requires that no special designated license provided for by this section shall be issued by the Commission without the approval of the local governing body. For the purposes of this section, the local governing body shall be the city or village within which the particular place for which the special designated license is requested is located, or if such place is not within the corporate limits of a city or village, then the local governing body shall be the county within which the place for which the special designated license is requested is located.

This page is required to be completed by Non Profit applicants only.

**Application for Special Designated License
Under Nebraska Liquor Control Act
Affidavit of Non-Profit Status**

I HEREBY DECLARE THAT THE CORPORATION MAKING APPLICATION FOR A SPECIAL DESIGNATED LICENSE UNDER THE NEBRASKA LIQUOR CONTROL ACT IS EITHER A MUNICIPAL CORPORATION, A FINE ARTS MUSEUM INCORPORATED AS A NONPROFIT CORPORATION, A RELIGIOUS NONPROFIT CORPORATION WHICH HAS BEEN EXEMPTED FROM THE PAYMENT OF FEDERAL INCOME TAXES, A POLITICAL ORGANIZATION WHICH HAS BEEN EXEMPTED FROM THE PAYMENT OF FEDERAL INCOME TAXES, OR ANY OTHER NONPROFIT CORPORATION, THE PURPOSE OF WHICH IS FRATERNAL, CHARITABLE, OR PUBLIC SERVICE AND WHICH HAS BEEN EXEMPTED FROM THE PAYMENT OF FEDERAL INCOME TAXES AS PER §53-124.11(1).

AS SIGNATORY I CONSENT TO THE RELEASE OF ANY DOCUMENTS SUPPORTING THIS DECLARATION AND ANY DOCUMENTS SUPPORTING THIS DECLARATION WILL BE PROVIDED TO THE NEBRASKA LIQUOR CONTROL COMMISSION, THE NEBRASKA STATE PATROL OR ANY AGENT OF THE LIQUOR CONTROL COMMISSION IMMEDIATELY UPON DEMAND. I ALSO CONSENT TO THE INVESTIGATION OF THIS CORPORATE ENTITY TO DETERMINE IT'S NONPROFIT STATUS.

I AGREE TO WAIVE ANY RIGHTS OR CAUSES OF ACTION AGAINST THE NEBRASKA LIQUOR CONTROL COMMISSION, THE NEBRASKA STATE PATROL OR ANY PARTY RELEASING INFORMATION TO THE AFOREMENTIONED PARTIES.

West Nebraska Arts Center
NAME OF CORPORATION

470 499 224
FEDERAL ID NUMBER

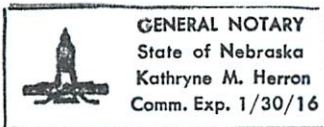
Do Mathongph
SIGNATURE OF TITLE OF CORPORATE OFFICERS

THE ABOVE INDIVIDUAL STATES THAT THE STATEMENT ABOVE IS TRUE AND CORRECT. IF ANY FALSE STATEMENT IS MADE ON THIS APPLICATION, THE APPLICANT SHALL BE DEEMED GUILTY OF PERJURY AND SUBJECT TO PENALTIES PROVIDED BY LAW. (SEC. §53-131.01) NEBRASKA LIQUOR CONTROL ACT

SUBSCRIBED IN MY PRESENCE AND SWORN TO BEFORE ME THIS 12 DAY OF

May, 2015

Kathryn M. Herron
NOTARY PUBLIC SIGNATURE & SEAL



FORM 108
REV 5/12
Page 5 of 5

CITY OF SCOTTSBLUFF
SPECIAL ARTS-RELATED EVENT WINE PERMIT APPLICATION

Organization Name West Nebraska Arts Center
Address 106 E. 18th Street, Seb. Phone 632-2226
Date of Event 10-30-15 Starting Time 7:00pm Ending Time 10:00pm
Authorized Contact: Donna Thompson, Ex. Director
Description of Event Artfully Undead Annual Fundraiser
Estimated Attendance: 150
Event Chairman: Donna Thompson
Address 106 E. 18th Street Phone 632-2226
email donna@thewnac.com

The undersigned acknowledges reading a copy of the applicable ordinances and agrees to comply thereby:

Signed: Donna Thompson Date: 5-12-15

Print Name Donna Thompson

Additional Information: _____

PERMIT

THIS PERMIT AUTHORIZES THE CONSUMPTION OF WINE ON THE DESCRIBED PREMISE BY INDIVIDUALS WHO ARE OF LEGAL DRINKING AGE. OTHER RESTRICTIONS ARE AS FOLLOWS: _____

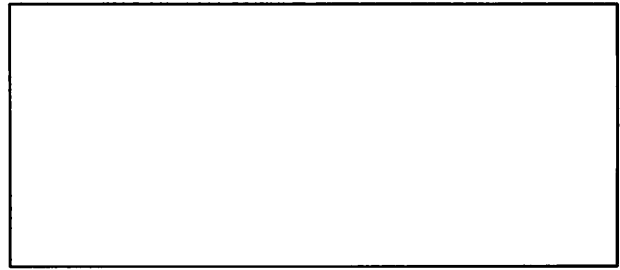
Approved by Mayor and City Council on _____

City Clerk _____ Date: _____

Cc: Police Chief

APPLICATION FOR SPECIAL DESIGNATED LICENSE

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



DO YOU NEED POSTERS? YES NO

RETAIL LICENSE HOLDERS

NON PROFIT APPLICANTS

Non Profit Status (check one that best applies)

Municipal Political Fine Arts Fraternal Religious Charitable Public Service

COMPLETE ALL QUESTIONS

1. Type of alcohol to be served and/or consumed: Beer Wine Distilled Spirits

2. Liquor license number and class (i.e. C-55441)
(If you're a nonprofit organization leave blank)

3. Licensee name (last, first,), corporate name or limited liability company (LLC) name
(As it reads on your liquor license)

NAME: West Nebraska Arts Center

ADDRESS: 106 E. 18th Street

CITY Scottsbluff ZIP 69361

4. Location where event will be held; name, address, city, county, zip code

BUILDING NAME West Nebraska Arts Center

ADDRESS: 106 E. 18th Street CITY Scottsbluff

ZIP 69361 COUNTY and COUNTY# 21, Scotts Bluff

a. Is this location within the city/village limits? YES NO

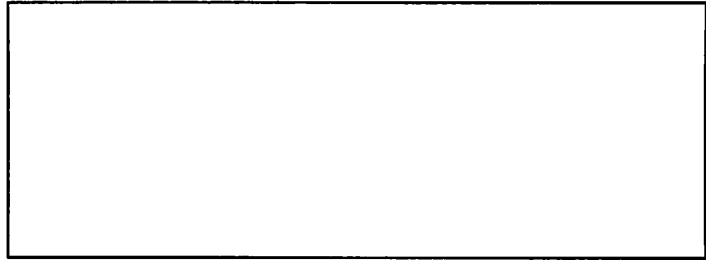
b. Is this location within the 150' of church, school, hospital or home for aged/indigent or for veterans and/or wives? YES NO

c. Is this location within 300' of any university or college campus? YES NO

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APPLICATION FOR SPECIAL DESIGNATED LICENSE

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



Special Designated License (SDL) Application Quick Checklist

Requirements:

- ✓ Application must be received in Nebraska Liquor Control Commission (NLCC) office a **MINIMUM** of ten (10) working days prior to the date of event (when counting days exclude weekends and holidays) **NO EXCEPTIONS**
- ✓ Application **MUST** include approval from the local governing body (city, village or county clerk of where the event is to be held)
- ✓ When requesting an exemption from NLCC rules, i.e. waiver of double fencing, request must be received in (NLCC) office a **MINIMUM** of 30 days prior to the date of the event
- ✓ All questions on application must be completed legibly
- ✓ Include \$40 fee, for each day/area applying for, checks made payable to Nebraska Liquor Control Commission (NLCC), if liquor caterer no fees required
- ✓ When requesting alternate date(s) or location(s), approval from local governing body must include approval for these alternate date(s) or locations(s)
- ✓ When requesting an outdoor area you must include a sketch of area to be licensed

Non Profit Application **MUST**:

- ✓ Include page five (5) of application showing federal ID number

Information:

- ✓ Non caterer applicants are only allowed six (6) SDLs per calendar year, this includes consecutive days used on one application (i.e. July 4 – 9 = 6 days)
- ✓ Applications may be submitted via e-mail to michelle.porter@nebraska.gov or faxed to (402) 471-2814
- ✓ Must use the most current form 108. Forms are available on our web site at www.lcc.ne.gov/formsdiv.html, or by calling our main number (402) 471-2571
- ✓ Reference statutes: §53-124.11, rules 2-013.01 and 6-019.01W 1,2,3
- ✓ Only twelve (12) SDLs will be issued at any specific location that could otherwise hold a liquor license

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5. Date(s) and Time(s) of event (no more than six (6) consecutive days on one application)

Date <u>10-30-15</u>	Date _____	Date _____	Date _____	Date _____	Date _____
Hours From <u>7:00 PM</u>	Hours From _____	Hours From _____	Hours From _____	Hours From _____	Hours From _____
To <u>10:00 PM</u>	To _____	To _____	To _____	To _____	To _____

a. Alternate date: None

b. Alternate location: None
 (Alternate date or location must be specified in local approval)

6. Indicate type of activity to be carried on during event:

- Dance
 Reception
 Fund Raiser
 Beer Garden
 Sampling/Tasting
 Other _____

7. Description of area to be licensed

Inside building, dimensions of area to be covered IN FEET 73.5 x 33
 (not square feet or acres)

*Outdoor area dimensions of area to be covered IN FEET _____ x _____

*SKETCH OF OUTDOOR AREA (or attach copy of sketch)

If outdoor area, how will premises be enclosed?

Fence; snow fence chain link cattle panel other _____

Tent

8. How many attendees do you expect at event? 150

9. If over 150 attendees. Indicate the steps that will be taken to prevent underage persons from obtaining alcohol beverages. (Attach separate sheet if needed)

10. Will premises to be covered by license comply with all Nebraska sanitation laws? YES NO

a. Are there separate toilets for both men and women? YES NO

11. Retailer: Will you be purchasing your alcohol from a wholesaler? YES NO
Non-Profit: Where will you be purchasing your alcohol?

Wholesaler Retailer Both BYO
(includes wineries)

12. Will there be any games of chance operating during the event? YES NO

If so, describe activity _____

NOTE: Only games of chance approved by the Department of Revenue, Charitable Gaming Division are permitted. All other forms of gambling are prohibited by State Law. There are no exceptions for Non Profit Organizations or any events raising funds for a charity. This is only an application for a Special Designated License under the Liquor Control Act and is not a gambling permit application.

13. Any other information or requests for exemptions: _____

14. Name and telephone number/cell phone number of immediate supervisor. This person will be at the location of the event when it occurs, able to answer any questions from Commission and/or law enforcement before and during the event, and who will be responsible for ensuring that any applicable laws, ordinances, rules and regulations are adhered to. PLEASE PRINT LEGIBLY

Print name of Event Supervisor Donna Thompson

Signature of Event Supervisor Donna Thompson

Phone of Event Supervisor: Before 308-641-3940 During 308-632-2226

Consent of Authorized Representative/Applicant

15. I declare that I am the authorized representative of the above named license applicant and that the statements made on this application are true to the best of my knowledge and belief. I also consent to an investigation of my background including all records of every kind including police records. I agree to waive any rights or causes of action against the Nebraska Liquor Control Commission, the Nebraska State Patrol or any other individual releasing said information to the Liquor Control Commission or the Nebraska State Patrol. I further declare that the license applied for will not be used by any other person, group, organization or corporation for profit or not for profit and that the event will be supervised by persons directly responsible to the holder of this Special Designated License.

sign here Donna Thompson Executive Director 5-12-15
Authorized Representative/Applicant Title Date

Donna Thompson
Print Name

This individual must be listed on the application as an officer or stockholder unless a letter has been filed appointing an individual as the catering manager allowing them to sign all SDL applications.

The law requires that no special designated license provided for by this section shall be issued by the Commission without the approval of the local governing body. For the purposes of this section, the local governing body shall be the city or village within which the particular place for which the special designated license is requested is located, or if such place is not within the corporate limits of a city or village, then the local governing body shall be the county within which the place for which the special designated license is requested is located.

FORM 108
REV 5/12
Page 4 of 5

This page is required to be completed by Non Profit applicants only.

**Application for Special Designated License
Under Nebraska Liquor Control Act
Affidavit of Non-Profit Status**

I HEREBY DECLARE THAT THE CORPORATION MAKING APPLICATION FOR A SPECIAL DESIGNATED LICENSE UNDER THE NEBRASKA LIQUOR CONTROL ACT IS EITHER A MUNICIPAL CORPORATION, A FINE ARTS MUSEUM INCORPORATED AS A NONPROFIT CORPORATION, A RELIGIOUS NONPROFIT CORPORATION WHICH HAS BEEN EXEMPTED FROM THE PAYMENT OF FEDERAL INCOME TAXES, A POLITICAL ORGANIZATION WHICH HAS BEEN EXEMPTED FROM THE PAYMENT OF FEDERAL INCOME TAXES, OR ANY OTHER NONPROFIT CORPORATION, THE PURPOSE OF WHICH IS FRATERNAL, CHARITABLE, OR PUBLIC SERVICE AND WHICH HAS BEEN EXEMPTED FROM THE PAYMENT OF FEDERAL INCOME TAXES AS PER §53-124.11(1).

AS SIGNATORY I CONSENT TO THE RELEASE OF ANY DOCUMENTS SUPPORTING THIS DECLARATION AND ANY DOCUMENTS SUPPORTING THIS DECLARATION WILL BE PROVIDED TO THE NEBRASKA LIQUOR CONTROL COMMISSION, THE NEBRASKA STATE PATROL OR ANY AGENT OF THE LIQUOR CONTROL COMMISSION IMMEDIATELY UPON DEMAND. I ALSO CONSENT TO THE INVESTIGATION OF THIS CORPORATE ENTITY TO DETERMINE IT'S NONPROFIT STATUS.

I AGREE TO WAIVE ANY RIGHTS OR CAUSES OF ACTION AGAINST THE NEBRASKA LIQUOR CONTROL COMMISSION, THE NEBRASKA STATE PATROL OR ANY PARTY RELEASING INFORMATION TO THE AFOREMENTIONED PARTIES.

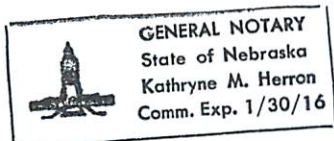
West Nebraska Arts Center
NAME OF CORPORATION

470 499 224
FEDERAL ID NUMBER

Sonia Thompson
SIGNATURE OF TITLE OF CORPORATE OFFICERS

THE ABOVE INDIVIDUAL STATES THAT THE STATEMENT ABOVE IS TRUE AND CORRECT. IF ANY FALSE STATEMENT IS MADE ON THIS APPLICATION, THE APPLICANT SHALL BE DEEMED GUILTY OF PERJURY AND SUBJECT TO PENALTIES PROVIDED BY LAW. (SEC. §53-131.01) NEBRASKA LIQUOR CONTROL ACT

SUBSCRIBED IN MY PRESENCE AND SWORN TO BEFORE ME THIS 12 DAY OF
May, 2015.



Kathryne M. Herron
NOTARY PUBLIC SIGNATURE & SEAL

City of Scottsbluff, Nebraska

Monday, May 18, 2015

Regular Meeting

Item Public Inp2

Council consideration of an Economic Development Assistance Agreement with Southwest Business Corporation (SWBC).

Staff Contact: Rick Kuckkahn, City Manager

City of Scottsbluff
Economic Development Application Review Committee
May 5, 2015

A meeting of the Economic Development Application Review Committee was held on May 5, 2015 at 8:00 a.m. at City Hall, 2525 Circle Drive, Scottsbluff, NE.

The meeting was convened at 8:01 a.m. Roll call was taken. Present were Committee Members, Jim Trumbull, Dennis Hadden, Lee Glenn and Marla Marx. In attendance on behalf of the City were Program Administrator, Rick Kuckkahn, Deputy City Manager, Nathan Johnson and Deputy City Attorney, Rick Ediger. Also present was Rawnda Pierce of Twin Cities Development. Representatives of Southwest Business Corporation appeared later in the meeting.

Chairman Trumbull called the meeting to order and stated that a copy of the Nebraska Open Meetings Act is located on the West wall of the Conference Room. There were no changes in the Agenda, nor were there any citizens with business not scheduled on the agenda.

It was moved by Hadden and seconded by Glenn that the Minutes of the meetings of November 7, 2014 be approved. Voting yes: Trumbull, Hadden, Glenn and Marx. Voting no: None.

The next order of business was the consideration of Twin Cities Development's application for remodel costs for the Masterminds Group and eCenter. Rawnda Pierce made a presentation on behalf of Twin Cities Development. TCD indicated that it was spending \$140,000 on a project to remodel its building in its efforts to work on the creation of a one-stop economic development center. Ms. Pierce pointed out that other than the past application for assistance to Masterminds, this application was for the eCenter only. \$55,000 was requested to help offset the cost and to staff the eCenter for the first year. It was moved by Glenn and seconded by Hadden to award a grant of \$55,000 to Twin Cities Development for use in connection with its eCenter. Voting yes: Trumbull, Hadden, Glenn and Marx. Voting no: None.

The next order of business was consideration of a grant to Southwest Business Corporation in connection with its service center in Scottsbluff. In particular, SWBC is making an attempt to fill an additional 230 jobs in the next four months. Due to the lack of potential employees in this area, SWBC was requesting assistance in order to provide incentives for employees to come to the area and to work for SWBC. SWBC representatives explained their over-all business (headquarters in San Antonio), as well as the particular

activities conducted in Scottsbluff. It was moved by Marx and seconded by Hadden that the Committee recommend a grant of \$500,000 to SWBC, representing 100 additional employees (in addition to a base employee number of 100). The grant shall be payable \$250,000 up front, with an additional \$50,000 per year as long as the additional grant amounts are earned. Job credits shall be given based on \$1,000 per eligible FTE per year. Voting yes: Trumbull, Hadden, Glenn and Marx. Voting no: None.

The meeting was adjourned at 8:56 a.m.

Rick Kuckkahn, Program Administrator

ECONOMIC DEVELOPMENT ASSISTANCE AGREEMENT

This Agreement is made on May ____, 2015, between the City of Scottsbluff, Nebraska (the “City”) and Southwest Business Corporation (the “Applicant”).

Recitals:

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

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

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

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

Agreement:

1. Purpose of Grant:

The Applicant has established a service center in the City (the “Center”) which supports its financial services business. The Grant shall be used in connection with the promotion of the Center, to include the Applicant’s employee recruitment activities.

2. Amount of Grant:

The amount of the Grant awarded to the Applicant is \$500,000. The Grant shall be payable from the Fund as follows:

a. \$250,000 shall be payable at the Closing (the “Closing Payment”).

b. If the Applicant has at least 100 Eligible FTE’s for the first Year, \$50,000 shall be payable on or before September 1, 2016 (the “First Additional Payment”). If the Applicant does not have at least 100 Eligible FTE’s for the first Year, then the First

Additional Payment (if any) shall be equal to: (i) \$100,000 multiplied by a percentage equal to the number of Eligible FTE's for the Year divided by 100; less (ii) \$50,000.

c. If the Applicant has at least 100 Eligible FTE's for the second Year, \$50,000 shall be payable on or before September 1, 2017 (the "Second Additional Payment"). If the Applicant does not have at least 100 Eligible FTE's for the second Year, then the Second Additional Payment (if any) shall be equal to: (i) \$100,000 multiplied by a percentage equal to the number of Eligible FTE's for the Year divided by 100; less (ii) \$50,000.

d. If the Applicant has at least 100 Eligible FTE's for the third Year, \$50,000 shall be payable on or before September 1, 2018 (the "Third Additional Payment"). If the Applicant does not have at least 100 Eligible FTE's for the third Year, then the Third Additional Payment (if any) shall be equal to: (i) \$100,000 multiplied by a percentage equal to the number of Eligible FTE's for the Year divided by 100; less (ii) \$50,000.

e. If the Applicant has at least 100 Eligible FTE's for the fourth Year, \$50,000 shall be payable on or before September 1, 2019 (the "Fourth Additional Payment"). If the Applicant does not have at least 100 Eligible FTE's for the fourth Year, then the Fourth Additional Payment (if any) shall be equal to: (i) \$100,000 multiplied by a percentage equal to the number of Eligible FTE's for the Year divided by 100; less (ii) \$50,000.

f. If the Applicant has at least 100 Eligible FTE's for the fifth Year, \$50,000 shall be payable on or before September 1, 2020 (the "Fifth Additional Payment"). If the Applicant does not have at least 100 Eligible FTE's for the fifth Year, then the Fifth Additional Payment (if any) shall be equal to: (i) \$100,000 multiplied by a percentage equal to the number of Eligible FTE's for the Year divided by 100; less (ii) \$50,000.

The First Additional Payment, the Second Additional Payment, the Third Additional Payment, the h Additional Payment and the Fifth Additional Payment are collectively referred to as the "Additional Payments".

3. Closing:

As soon as the Applicant has satisfied the conditions to the Closing, the Closing Payment shall be scheduled as a claim at the next Council meeting for which the matter may be reasonably scheduled. The Closing, to include delivery of the Closing payment shall then occur within 10 business days after the Council has approved a claim for the Grant.

4. Possible Grant Repayment:

The Grant shall be subject to repayment to the City if the Applicant does not fully earn the Job Credits (as provided for below). In connection with the calculation of the Job Credits:

- a. The effective date for Job Credit calculation purposes shall be July 1, 2015 (the “Job Credit Effective Date”)
- b. The term of this Agreement shall begin as of this date and shall continue until the end of 5 years from the Job Credit Effective Date (the “Term”).
- c. A “Year” shall mean the 12-month period ending as of the day prior to each annual anniversary of the Job Credit Effective Date.

5. Employee Definitions:

a. “Full Time Employee” shall mean a bona fide employee of the Applicant who (1) is classified by the Applicant as full time; and (2) subject to normal and reasonable waiting periods, is eligible for the employer’s normal fringe benefit package. This normal fringe benefit package must, at the least, include a health insurance plan with coverage offered to each employee which is, if not declined, substantially paid for by the Applicant.

b. “Eligible Full Time Employee” shall mean a Full Time Employee who: (1) primarily works at the Facility, and (2) resides within 60 miles of the corporate limits of the City; provided, however any Full Time Employee who does not reside within 60 miles of the corporate limits of the City at the time that the Full Time Employee is hired, shall nevertheless be considered an Eligible Full Time Employee if the Full Time Employee moves to a residence within the required geographic area within 6 months of the hiring of the Eligible Full Time Employee.

c. “Full Time Equivalent” Employees (the “FTE’s”) shall be the number arrived at by dividing the total hours paid by the Applicant to their Eligible Full Time Employees during a Year divided by 2080 hours, and then rounded down to the nearest tenth; provided, however, the maximum hours paid that can be counted for any one Eligible Full Time Employee shall not exceed 40 hours per week. Salaried employees shall be presumed to have been paid 40 hours per week.

d. “Eligible FTE’s” shall mean the FTE’s calculated for a Year less 100.

6. Job Credits:

“Job Credits” shall be calculated as follows:

- a. The Applicant shall receive an “Annual Job Credit” during the Term equal to the Eligible FTE’s for a Year multiplied by \$1000.
- b. The amount of the Annual Job Credit for the FTE’s may not exceed \$100,000 per Year (the “Maximum Annual Credit”)
- c. If the Applicant earns credits in excess of the Maximum Annual Credit in any one Year, the excess credits may be carried back to one or more prior Years where the Maximum Annual Credit was not earned, as long as the Maximum Annual Credit is not exceeded for any one Year. Excess credits may not be carried forward.

7. Grant Repayment/Additional Payment:

At the end of the Term, the total of the cumulative Annual Job Credits will be subtracted from the total amount of the Grant paid to the Applicant.

- a. If this calculation indicates that there is no balance, and the Applicant has received the full amount of the Additional Grant, then the Applicant shall be considered as having satisfied its obligations under the Grant and this Agreement and no Repayment shall be due.
- b. If this calculation demonstrates that the City has paid to the Applicant more than the amount of cumulative Job Credits earned, then any balance shall be repaid to the Fund within 90 days of the end of the Term (the “Repayment”), and any amount not paid within this time period shall then carry interest at the rate of 7% per annum until paid.
- c. If the Applicant has not received the full amount of the Additional Grant and this calculation demonstrates that the cumulative Annual Job Credits exceed the total amount of the Grant previously paid to the Applicant, then any difference shall be paid to the Applicant within 90 days of the end of the Term; provided, however, this additional payment shall not exceed the amount of the Additional Grant less the portion of the Additional Grant previously paid.
- d. If the Annual Job Credit for Eligible FTE’s determined for any Year is less than \$40,000, then the Administrator may require repayment of the difference between that Year’s Annual Job Credit and the Maximum Annual Credit. Any balance shall be repaid to the Fund within 30 days of written demand of the Administrator, and any amount not paid within this time period shall then carry interest at the rate of 7% per

annum until paid. If the amount repaid pursuant to this subparagraph is later earned by the Applicant, then the City shall pay the amount so earned to the Applicant within 30 days of the determination by the Administrator that the amount previously repaid has been earned.

8. Representations and Warranties of the Applicant:

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

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

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

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

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

9. Representations and Warranties of the City:

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

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

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

10. Conditions to Closing:

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

a. All representations and warranties of the Applicant shall be true as of the Closing.

b. The Applicant shall have delivered to the City:

(1) Evidence of Good Standing of the Applicant from the Texas and Nebraska Secretaries of State.

(2) A copy of the current and correct Articles of Incorporation and Bylaws of the Applicant certified by its secretary to be correct;

(3) Certified resolutions authorizing this Agreement and providing for signature authority.

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

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

e. In accepting each Additional Payment under this Agreement, the Applicant is considered to have represented that the above conditions have been satisfied and are continuing to be satisfied.

11. Annual Reports:

The Applicant shall annually, within 60 days of the end of each Year, provide to the Administrator a report in form and substance acceptable to the Administrator which calculates the Annual Job Credit for the Year (the "Annual Report"). The Administrator shall have the right at any time to (i) require that the Annual Reports be reviewed at the

Applicant's expense by a Certified Public Accountant reasonably acceptable to the Administrator, or (ii) hire, at the Administrator's own expense, an independent Certified Public Accountant or other business or financial expert, to review the books and records of the Applicant pertaining to the Annual Report and any other terms and conditions as provided for in this Agreement. If after a review or audit of the Applicant's records it is discovered that the Annual Job Credit claimed on the Annual Job Credit Report exceeds 3% of the Annual Job Credit as determined by the Administrator, then the Administrator may require the Applicant to reimburse the Fund for the actual cost of the audit.

12. Early Termination:

a. The Applicant shall have the right at any time to terminate their participation in the Program by notifying the Administrator in writing of its desire to do so.

b. The Administrator shall have the right to terminate the Applicant's participation in the Program if the Applicant is in default of any of the terms and conditions of this Agreement, which default is not cured within 30 days of written notice by the Administrator.

c. In the event of a termination as described in this paragraph, the total of the Annual Job Credits for FTE's for all Years, calculated as of the end of the Year immediately preceding the termination will be subtracted from the amount of the Grant paid out as of the date of termination. This amount shall then be immediately due and payable to the Fund, and interest shall accrue at the rate of 7% per annum on any amounts not immediately paid.

13. Default:

The Applicant shall be in default if any of the following happen:

a. Failure to comply with any of the terms of this Agreement to include an assignment not permitted under this Agreement.

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

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

d. The Applicant ceases to conduct business at the Center or moves the Center outside of the zoning jurisdiction of the City.

e. The Applicant intentionally or materially misstates the Annual Job Credit on an Annual Report. A material misstatement shall be considered to have occurred if the Annual Job Credit claimed on the Annual Report exceeds 10% of actual Annual Job Credit as reasonably determined by the Administrator.

14. Assignability:

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

15. Confidentiality:

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

16. Notices:

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

a. If to the City:

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

- b. If to the Applicant:

Southwest Business Corporation
9311 San Pedro Avenue, Suite 600
San Antonio, TX 78216
Fax: (210) 525-9938
Attention: David Horne

17. Miscellaneous:

- a. This Agreement constitutes the entire agreement of the parties with respect to its subject matter, and may only be modified by a writing signed by both of the parties.
- b. The City's waiver of any one default shall not be a waiver of the same or any other default in the future. In addition, the City's failure to exercise any right given to it by this Agreement shall not be a waiver of any later exercise of that right.
- c. The provisions of this Agreement are severable and if any provision is held to be invalid, the remainder of the Agreement shall remain in effect.
- d. This Agreement may be executed in any number of counterparts, each of which shall be deemed an original, but which together shall constitute a single instrument.
- e. This Agreement shall be governed by the laws of Nebraska.
- f. This Agreement shall be binding on the successors and assigns of the parties.

[Signatures on Following Page]

City of Scottsbluff, Nebraska

Southwest Business Corporation

By: _____
Randy Meininger, Mayor

By: _____
Gary L. Dudley, President

City of Scottsbluff, Nebraska

Monday, May 18, 2015

Regular Meeting

Item Pub. Hear.1

Council to continue the public hearing opened on April 20, 2015 to consider the rezone of proposed Lots 1 & 2, Block 9 Five Oaks Subd., and unplatted lands, from A- Agricultural to C-2 Neighborhood & Retail Commercial, parcels are South of 42nd & East of Highway 71; and approve the Ordinance.

Staff Contact: Annie Folck, City Planner

Agenda Statement

Item No.

For meeting of: May 18, 2015

AGENDA TITLE: Public Hearing for zone change request from C & T Holdings for part of Lots 1 and 2, Block 9, Five Oaks Subdivision from A - Agricultural to C-2 (Neighborhood & Retail Commercial).

SUBMITTED BY DEPARTMENT/ORGANIZATION: Development Services

PRESENTATION BY: Rick Kuckkahn

SUMMARY EXPLANATION: Zone change request from property owners, C & T Holdings to rezone part of Lots 1 and 2, Block 9, Five Oaks Subdivision (3.29 acres) situated in part of the NW¼ of Section 14 T22N, R55W of the 6th P.M., Scotts Bluff County Nebraska. The parcel is situated on the southeast corner of Highway 71 and 42nd Street. The applicant is requesting a change from Agricultural to C-2 Neighborhood & Retail Commercial; this change will bring all of the new Block 9 into the C-2 zoning district. Surrounding property is zoned Ag, to the east and south and R-4 to the north.

Staff has reviewed and makes positive recommendation of the rezone of part of proposed lots 1 & 2, Block 9, Five Oaks Subdivision from Ag to C-2 with the approval of the final plat.

BOARD/COMMISSION RECOMMENDATION: At their regular meeting of May 11, 2015 the Planning Commission made positive recommendation of the zone change for part of Lots 1 & 2, Block 9, Five Oaks Subdivision from A – Agricultural to C-2 Neighborhood Commercial and Retail.

STAFF RECOMMENDATION: City Council approve ordinance to rezone Lots 1 & 2, Block 9, Five Oaks Subdivision from Ag to C-2.

EXHIBITS

Resolution Ordinance x Contract Minutes Plan/Map x

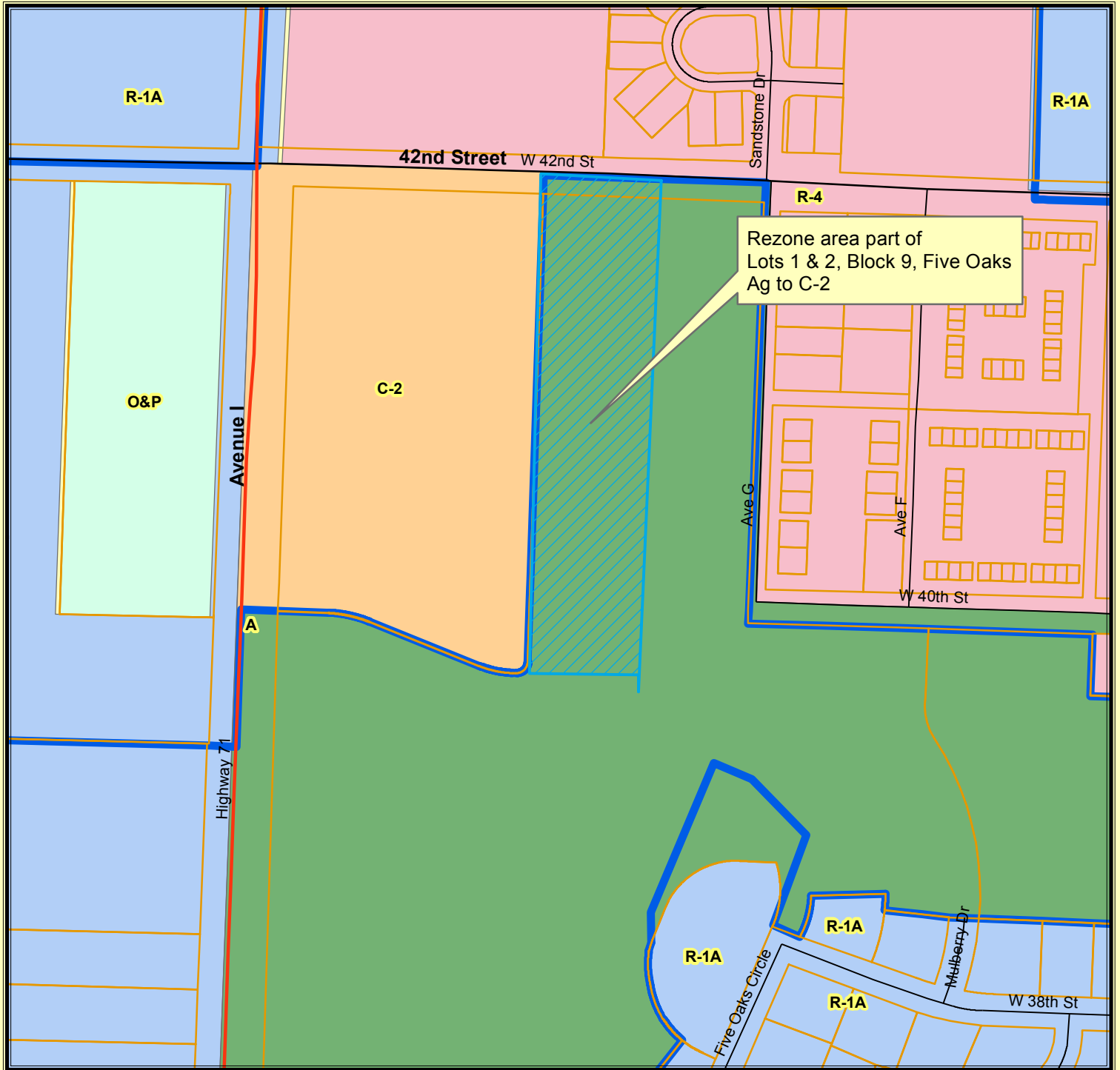
Other (specify) _____

NOTIFICATION LIST: Yes No Further Instructions

APPROVAL FOR SUBMITTAL: _____
City Manager

Pt of Lots 1 & 2, Block 9, Five Oaks Subdivision Rezone

Agricultural to C-2 Neighborhood & Retail



4/13/15

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

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

Planning Commission Minutes
Regular Scheduled Meeting
May 11, 2015
Scottsbluff, Nebraska

The Planning Commission of the City of Scottsbluff, Nebraska met in a regular scheduled meeting on Monday, May 11, 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 May 1, 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: Angie Aguallo, Jim Zitterkopf, Mark Westphal, Callan Wayman, David Gompert, Henry Huber, and Becky Estrada. Absent: Anita Chadwick, 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 April 13, 2015 were reviewed and approved. A motion was made to accept the minutes by Gompert, and seconded by Westphal. "YEAS": Zitterkopf, Westphal, Wayman, Huber, Gompert, and Estrada. "NAYS": None. ABSTAIN: Aguallo. ABSENT: Chadwick and Weber. Motion carried.

ITEM 7A: The Planning Commission opened a public hearing for a Redevelopment Plan for the Scottsbluff Monument Mall. RockStep Scottsbluff LLC is proposing to redevelop the Monument Mall which is situated north of Circle Drive, South of 27th Street and West of Highway 26 – Monument Mall. The Mall is located in this area which was designated as Blighted and Substandard in 2013. This Redevelopment Plan has been prepared to for the Rehabilitation of the Monument Mall ("Redevelopment Project").

Major improvements will be funded with Tax Increment Financing (TIF), Occupation Tax, and private funds, which will be used for site preparation – parking lot resurface, signage, roof replacement, exterior lighting, landscaping, HVAC replace & repair, rehab vacant spaces for tenants, Theater rehab (if required).

Portion of costs paid by TIF	\$ 578,130
------------------------------	------------

52	Portion of costs paid by Occupation tax	1,816,650
53	Portion of costs paid by Developer	6,255,220
54		
55	Total Private and Public Improvements total	\$8,650,000

56
57 Mike Bacon, representing RockStep LLC gave a brief overview of the plan, 60,000 square feet of the mall
58 is currently vacant. To attract national tenants, they need to buy them with low rent and modifications to
59 the vacant spaces. The Redevelopment law allows for rehab of this type of business. The rehabilitation
60 of the mall will help revitalize the community along with a vibrant downtown. The new TIF laws allow
61 for an “enhanced employment area” which would impose an occupation tax on all sales in the mall, the
62 proceeds of which may also be used for any improvements that qualify for TIF funds.

63
64 **Conclusion:** A motion was made by Huber and seconded by Aguallo to make a positive recommendation
65 to City Council for the Redevelopment Plan of the Monument Mall “YEAS”: Aguallo, Zitterkopf,
66 Westphal, Gompert, Huber, Wayman, and Estrada. “NAYS”: None. **ABSTAIN:** None. **ABSENT:**
67 Chadwick and Weber. Motion carried.

68
69 **ITEM 7B:** The Planning Commission opened a public hearing for a Blight and Substandard Study for
70 part of Five Oaks Subdivision and Adler Tracts this area consists of approximately 61.78 acres, the Five
71 Oaks area is situated south of 42nd Street and East of Avenue I to the current city limit line and include
72 half streets Avenue G and 40th Street. The Adler tract area is situated west of Avenue I, north of 36th
73 Street. Designating these areas as Blighted and Substandard will make them eligible for Tax Increment
74 Financing as long as they are within the City’s corporate limits. State statutes have specific requirements
75 of conditions that must exist on the property in order to designate it as Blighted and Substandard. This
76 study demonstrates that these conditions do exist within the study area.

77
78 As a City of the First Class, Scottsbluff may designate up to 35% of our corporate area as blighted and
79 substandard. Currently, 20.5% is so designated; with the addition of the study area, the City will be up to
80 22%, well within the limits allowed by statute.

81
82 Mike Bacon, spoke in favor of the study which was prepared by Ken Bunger, Mr. Bunger has quite a
83 background on TIF projects. The funds will be used for improvements of Block 9, of the Five Oaks
84 Subdivision. TIF funding has not been used in the past for Five Oaks and if the study is approved they
85 will be used to complete infrastructure for the rest of the subdivision along with the completion of the half
86 streets abutting the subdivision.

87
88 **Conclusion:** A motion was made by Zitterkopf and seconded by Huber to make a positive
89 recommendation to City Council to approve the Blight and Substandard Study of Part of Five Oaks
90 Subdivision and Adler Tracts. “YEAS”: Huber, Zitterkopf, Aguallo, Wayman, Gompert, Huber, and
91 Estrada. “NAYS”: None. **ABSTAIN:** None. **ABSENT:** Weber and Chadwick. Motion carried.

92
93 **ITEM 7C.** The Planning Commission opened a public hearing for a revised preliminary plat of Five
94 Oaks Subdivision 2015, submitted by property owners, C & T Holdings and Baker and Associates.

95
96 The revised preliminary plat has been changed to reflect changes to Block 9 an additional 3± was added
97 to the east area of the new Block 9, this change eliminating two streets (Red Cedar Drive) and West 41st
98 Street, West Oak Boulevard was realigned and renamed to 40th Street to line up with 40th Street to the
99 east. The following lots and blocks on the preliminary plat were changed:

- 100
101 Lots 1 and 2, Block 9 (changed 1 and added 2)
102 Lots, 16, 17 all in Block 6 (changed)

103 Lot 1 Block 11 (changed - is smaller)
104 Deleted Lots 4, 5, and 6 Block 12
105 Deleting Lot 18, Block 6.

106
107 The Lots south of 40th Street and east of Avenue G were not changed. The revised preliminary plat
108 meets the subdivision codes and city standards.

109
110 **Conclusion:** A motion was made by Westphal and seconded by Huber to approve the revised
111 preliminary plat of Five Oaks Subdivision 2015, City of Scottsbluff, Scotts Bluff County, Nebraska.
112 “YEAS”: Aguallo, Zitterkopf, Westphal, Gompert, Huber, Wayman, and Estrada. “NAYS”: None.
113 ABSTAIN: None. ABSENT: Chadwick and Weber. Motion carried

114
115 **ITEM 7D:** The Planning Commission opened a public hearing for a request to vacate ordinance with
116 vacate plat map. The applicant(s), Jason & Sami Webb, represented by Baker and Associates, have
117 requested approval of the ordinance to vacate with a vacation plat of Block 9, Five Oaks Subdivision.
118 This will allow for a new final plat of Block 9 which will consist of two parcels of approximately 11.08±
119 acres. The property is situated south of 42nd Street, east of Highway 71, (SE corner of Avenue I and
120 42nd St.). The vacate is part of the revised preliminary plat which removed 41st Street between Avenue
121 G and Red Cedar Drive (Red Cedar Drive was also removed) this was the cleanest way to start over for the new
122 proposed plat.

123
124 **Conclusion:** A motion was made by Zitterkopf and seconded by Aguallo to approve the ordinance to
125 vacate and plat map for Block 9, Five Oak Subdivision situated in the NW ¼ of Section 14, T22N, R55W
126 of the 6th P.M., City of Scottsbluff, Scotts Bluff County, Nebraska. “YEAS”: Aguallo, Zitterkopf,
127 Westphal, Gompert, Huber, Wayman, and Estrada. “NAYS”: None. ABSTAIN: None. ABSENT:
128 Chadwick & Weber. Motion carried

129
130 **ITEM 7E:** The Planning Commission opened a public hearing for a request from property owners, C & T
131 Holdings, and Jason and Sami Webb, represented by Baker and Associates for a final plat described as
132 Lots 1 & 2, Block 9, Five Oaks Subdivision, situated in NW ¼ of Section 14, T22N, R55W of the 6th
133 P.M., City of Scottsbluff, Scotts Bluff County, NE. The property is situated south of 42nd Street, east of
134 Highway 71, (SE corner of Avenue I and 42nd St.).

135
136 They also ask the Planning Commission to approve a change in the street right of way for 42nd Street.
137 The plat submitted shows a 33’ foot right of way. The City asked for a 50’ right of way to match the rest
138 of 42nd Street to the east, which is what is required by code. The property owners requested a 40’ right
139 of way for the area along Block 9, Five Oaks Subdivision. By code, the right of way for arterial streets
140 must be a minimum of 80’ to 150’ so the 40’ right of way would meet that requirement, but would not
141 meet the requirement that the right of way match what is provided on adjoining properties. The property
142 owners stated that they would add an additional seven feet from Block 9 to the right of way for a total of
143 forty feet. This change will be reflected in the updated final plat for City Council review.

144
145 Jack Baker from Baker and Associates addressed the Planning Commission stating if the road were
146 expanded to a similar cross section to what is currently in place east of Avenue G, the total width with
147 curb & gutter would be about 40’ from back of curb to back of curb. This equates to about 15’ additional
148 feet of paving to the south of what is currently in place. This includes a 5’ sidewalk, there is room
149 available within a 40’ south half right of way along 42nd Street to expand 42nd street at some future with
150 three lanes and still have about 12’ or more from the Right of way to back of sidewalk. Baker stated that
151 allowing an 80’ Right of way corridor through this section of 42nd Street will satisfy the space needed for
152 expansion of 42nd Street and not significantly impact the proposed development site. The City Code
153 does allow for the Planning Commission and City Council to approve a lesser right of way. A developer’s

154 agreement will also be submitted for City Council to review on the proposed development for this area of
155 Five Oaks.

156
157 **Conclusion:** A motion was made by Zitterkopf and seconded by Westphal to approve the final plat of
158 Lots 1 and 2, Block 9, Five Oaks Subdivision, situated in the NW ¼ of Section 14, T22N, R55W of the
159 6th P.M., City of Scottsbluff, Scotts Bluff County, Nebraska with the additional seven feet in right of way
160 for a total of 40' and Council approval of the change. "YEAS": Aguallo, Zitterkopf, Westphal,
161 Gompert, Huber, Wayman, and Estrada. "NAYS": None. ABSTAIN: None. ABSENT: Chadwick
162 &Weber. Motion carried

163
164 **ITEM 7F.** The Planning Commission opened a public hearing for a zone change request from C&T
165 Holdings LLC for property described as part of Lots 1 & 2, Block 9, Five Oaks Subdivision, NW ¼ of
166 Section 14, T22N, R55W of the 6th P.M., City of Scottsbluff, Scotts Bluff County, NE. The new final
167 plat of Block 9 is zoned C-2 and Ag, the request is to rezone the remainder of the new area to C-2, this 3±
168 acres is currently zoned Ag. The change in zoning will match the rest of Block 9 to the west.

169
170 **Conclusion:** A motion was made by Wayman and seconded by Zitterkopf to approve the zone change
171 request of part of Lots 1 & 2, Block 9 Five Oaks, situated in the NW ¼ of Section 14, T22N, R55W of the
172 6th P.M., City of Scottsbluff, Scotts Bluff County, Nebraska from Agricultural to C-2 Neighborhood &
173 Retail Commercial. "YEAS": Aguallo, Zitterkopf, Westphal, Gompert, Huber, Wayman, and Estrada.
174 "NAYS": None. ABSTAIN: None. ABSENT: Chadwick &Weber. Motion carried

175
176 **ITEM 8. Unfinished Business:** None.

177
178 There being no further business, a motion to adjourn was made by Westphal and seconded by Aguallo.
179 The meeting was adjourned at 6.35 p.m. "YEAS": Gompert, Wayman, Westphal, Aguallo, Zitterkopf,
180 Huber, and Estrada. "NAYS": None. **ABSTAIN:** None. **ABSENT:** Chadwick & Weber. Motion
181 carried.

182
183
184 _____
185 Becky Estrada, Chairperson

186
187 Attest: _____
188 Annie Urdiales

ORDINANCE NO. _____

AN ORDINANCE DEALING WITH ZONING, AMENDING SECTION 25-1-4 BY UPDATING THE OFFICIAL ZONING DISTRICT MAP TO SHOW THAT PART OF PROPOSED LOTS 1 & 2, BLOCK 9, FIVE OAKS SUBDIVISION, SITUATED IN PART OF THE NW ¼ OF SECTION 14, TOWNSHIP 22 NORTH, RANGE 55 WEST OF THE 6TH P.M., SCOTTS BLUFF COUNTY, NE, WHICH IS CURRENTLY ZONED AS A-AGRICULTURAL, WILL NOW BE INCLUDED IN THE C-2 NEIGHBORHOOD AND RETAIL COMMERCIAL, AND REPEALING PRIOR SECTION 25-1-4.

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

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

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

This is to certify that this is the official zoning district map described in §25-1-4 of the Scottsbluff Municipal Code, passed this 20th day of April, 2015.

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

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

PASSED AND APPROVED on _____, 2015.

Mayor

Attest:

City Clerk (Seal)

City of Scottsbluff, Nebraska

Monday, May 18, 2015

Regular Meeting

Item Pub. Hear.2

Council to conduct a public hearing set for this date at 6:05 p.m. to consider the Blight and Substandard Conditions Study for the area southeast of Highway 71 and 42nd Street and Adler Tracts.

Staff Contact: Annie Folck, City Planner



City of Scottsbluff, Nebraska

Monday, May 18, 2015

Regular Meeting

Item Pub. Hear.3

Council to approve the study designating a portion of Five Oaks Subdivision and Adler Tracts as Blighted and Substandard and approve the Resolution.

Staff Contact: Annie Folck, City Planner

STUDY OF BLIGHT AND SUBSTANDARD CONDITIONS

City of Scottsbluff, Nebraska

May 1, 2015

This report documents the existence of blighted and substandard conditions for an area in Scottsbluff, Nebraska (the “Study Area”) located on the southeast corner of HWY 71 and 42nd Street. This Study Area includes single family residences, commercial buildings, several undeveloped lots and abutting street rights of way. This study is intended to review the Study Area for eligibility (as blighted and substandard) pursuant to Section 18-2103 of Nebraska Revised Statutes, as contained in the Nebraska Community Development Law (the “Act”). The Adler Tracts Subdivision is included in this Study Area, as the condition of both its buildings and infrastructure significantly contribute to the blighted and substandard conditions of the specific area within the City of Scottsbluff (the “City”) that is proposed for the blighted and substandard designation. This discussed in more detail below.

Legal Description

The Study Area is described on Exhibit A1, attached hereto and made a part hereof by this reference. The area within the City to be designated as blighted and substandard is described on Exhibit A2, attached hereto and made a part hereof.

Relevant Nebraska Statutes

The constitutional terms, “Substandard” and “Blighted” are statutorily defined in §18-2103, which are set out below:

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

(11) **Blighted area** means an area, which

(a) by reason of the presence of a substantial number of deteriorated or deteriorating structures, existence of defective or inadequate street layout, faulty lot layout in

Study of Blight and Substandard Conditions

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

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

- (i) Unemployment in the designated area is at least one hundred twenty percent of the state or national average;
- (ii) the average age of the residential or commercial units in the area is at least forty years;
- (iii) more than half of the plotted and subdivided property in an area is unimproved land that has been within the city for forty years and has remained unimproved during that time;
- (iv) the per capita income of the area is lower than the average per capita income of the city or village in which the area is designated; or
- (v) the area has had either stable or decreasing population based on the last two decennial censuses.

Analysis of Study Area

This section reviews the land use, infrastructure, building and economic conditions found within the Study Area. A field survey was completed on July 26, 2014, and a review of conditions on April 12, 2015. The following section identifies such existing conditions and additional factors which contribute to a determination of a blighted and substandard condition. This analysis is based upon the observations during the field survey, available public records and interviews with the owners' representatives.

The inclusion of the Adler Tracts in this Study Area is appropriate as it impacts the adjacent undeveloped area that is within the City of Scottsbluff and should not be ignored. The development potential of property is determined not only by the condition of the property itself, but the condition of the adjacent land. This inclusion finds additional support in the Act. The Act provides that a redevelopment authority has redevelopment powers within its "Area of Operation" in a blighted and substandard area. The city, not the redevelopment authority, determines the boundaries of the blighted and substandard area, pursuant to Section 18-2109 of

Study of Blight and Substandard Conditions

the Act. This determination is not specifically limited to areas totally within the city. Section 18-2123 of the Act provides in relevant part “that the development of land outside the city, but within a radius of three miles thereof,... or is a necessary adjunct to the general community redevelopment program of the city, the acquisition, planning, preparation for the development or disposal of such land shall constitute a redevelopment project which may be undertaken by the authority in the manner provided in the foregoing sections.” Section 18-2153 of the Act further provides in relevant part that the Act “and all grants of power, authority, rights, or discretion to a city or village and to an authority created under the Community Development Law shall be liberally construed, and all incidental powers necessary to carry into effect such sections are hereby expressly granted to and conferred upon a city, village or authority created pursuant to the Community Development Law.” Therefore the inclusion of the area outside but adjacent to the City is both necessary and appropriate for the sound redevelopment planning and program of the City.

Substandard Area Analysis

As previously set forth in Section 18-2103 (10), the factors which define a **substandard area** include a “preponderance of buildings or improvements, whether nonresidential or residential in character, which, by reason of” the following circumstances:

1. *Dilapidation or Deterioration*

This subsection considers the building and improvements within the Study Area. The main infrastructure components may include water, sewer, sidewalks, streets, curb and gutter, and accessibility. Public utilities can directly influence a community’s capacity for growth. If infrastructure improvements are outdated or unavailable, land development must await their installation or updating.

While all the above mentioned criteria were evaluated, only some of those determined to contribute to the blight and substandard conditions for the Study Area need be considered here, as follows:

(a) The Adler Tracts is internally served solely by substandard streets known as West Adler Drive. These streets are passible by vehicles, but without curb and gutter drainage and are completely inadequate for the future development of the site. See photo _____. The undeveloped

Study of Blight and Substandard Conditions

area within the City has no internal street system except two streets which are only one-half the required width of normal and are inadequate to serve additional development.

(b) The buildings in the Adler Tracts are primarily residential. All of the lots externally exhibit conditions of dilapidation and deterioration. These include out buildings and trailers. A majority of the buildings either appear or are assessed by the county as badly worn. See photos _____. The undeveloped area within the City has no structures.

Conclusion:

The results of the field survey of building conditions and a review of public records indicate that a majority of the structures have major deficiencies, are deteriorating and need rehabilitation. Due to this fact, a majority of all structures within the Study Area can be classified pursuant to the Act as being substandard. The existence of this level of substandard structures and improvements constitutes a reasonable presence of substandard conditions in this Study Area which inhibits the sound growth of the area within the City.

2. ***Age or Obsolescence***

A structure, whether it is a building or part of an infrastructure system, may be considered substandard even though it is not currently in such a dilapidated condition as to be unusable in its present circumstances. The age of a structure may indicate that its useful economic life is limited before expensive repairs or replacement become necessary. A structure may also be well suited for a past purpose, but be economically or functionally obsolete to support a modern use. As discussed above there are both permanent and temporary structures located in the Study Area. The infrastructure, while barely adequate to serve the Adler Tracts, is unsuited to any modern commercial or residential development. This inadequacy indicates both functional and economic obsolescence.

Conclusion:

The Act specifies that one of the elements of substandard condition is a predominance of older or obsolete structures. Therefore with a majority of the infrastructure and buildings meeting these criteria, the Study Area can be considered to be substandard by reasons of structure age and obsolescence.

3. Inadequate Provisions for Ventilation, Light, Air, Sanitation or Open Space

During the field survey conducted to determine building conditions, building and grounds conditions were also evaluated with regard to factors that present on-going negative conditions or impacts and thus contribute to the physical decline of any developed urban area. The lack of adequate ventilation, sun light, clean air, proper sanitation facilities and open space can be a contributing factor to the decline of any urban area and the presence of any or all of these in reasonable numbers or intensity is considered, under Act, to contribute to the substandard character of any urban area.

The survey did not reveal any appreciable problems with ventilation of structures or where the size of the building on the lot and / or the small lot size itself did contribute to situations where there is a lack of sunlight and lack of open space.

Conclusion:

The field investigation documented that there are no properties within the Study Area where the lack of adequate provisions for sunlight and open space contribute to the substandard factors of the Study Area.

4. Existence of Conditions which Endanger Life or Property by Fire or other Causes

The field survey indicated that there are conditions which endanger life or property to varying degrees within the Study Area. These include the deteriorating condition of many of the buildings and debris in the lots. This combination of old, and potentially or probable abandoned structures, presents a substantial potential for endangerment of life and property.

Conclusion:

A number of conditions which endanger life or property values (as further discussed in paragraph below) do now exist in this Study Area, and these conditions are sufficient in number and distribution to qualify as a substandard factor.

5. Any Combination of Factors which are conducive to Ill Health, Transmission of Disease, Infant Mortality, Juvenile Delinquency and Crime, and is Detrimental to the Public Health, Safety, Morals or Welfare

The above listed factors indicate substandard conditions that do exist in the Study Area. These conditions also present a real potential for detrimental effects on the safety and health of the citizens residing in or near the Study Area when two or more of the substandard conditions occur in the Area. An evaluation of the various combinations of substandard conditions listed above produced the following findings.

Conclusion:

The combination of these types of substandard factors in the Study Area significantly and negatively affects the population working and residing both in and outside the City. This impact on the population is sufficient to conclude that this combination of negative factors is in and of itself a substandard factor in this Study Area. The site conditions retard the development of the undeveloped portion of the Study Area which will continue to result in lower property and sales tax for the jurisdictions. New investment will not reasonably occur unless there is significant public assistance through the redevelopment authority. Considering its prominent location, a successful redevelopment effort is critical. Without redevelopment assistance, it is likely that the site will remain in its substandard or undeveloped condition.

Blighted Area Analysis

As previously set forth in Section 18-2103 (11), the factors which define a **blighted area** include:

(a) Any combination of the following factors which “substantially impairs or arrests the sound growth of the community, retards the provision of housing accommodations, or constitutes an economic or social liability”, to wit:

1. Presence of a Substantial Number of Deteriorated or Deteriorating Structures

Study of Blight and Substandard Conditions

As discussed in the previous analysis of the substandard factors, most of the structures in the Study Area are judged to be deteriorating. The deteriorated and inadequate road and drainage improvements described as substandard above also clearly fit within this definition. These continuing conditions and under-use of the property will lead to further deterioration and the consequent emergence of conditions that constitute an economic liability, which both endanger property and are detrimental to the public welfare.

Conclusion:

The presence of these substandard structures is a strong factor contributing to the conditions of blight.

2. Existence of Defective or Inadequate Street Layout

The deteriorated and inadequate road/drives discussed in the prior analysis as substandard do not provide adequate infrastructure for development. West Adler Drive consists as two distinct dead-ended drives separated by a drainage ditch. The drives do not have a publically dedicated turn around or connection that a public street or cul-de-sac is required to have. The undeveloped portion of the Study Area has no internal street system, but is served by two streets which are only one-half the required width, and are therefore substandard to serve additional development.

Conclusion:

The internal street layout is defective and inadequate for further development of the property.

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

The Study Area is platted.

Conclusion:

Redevelopment of the Adler Tracts may require some platting into urban commercial or residential lots, with additional internal rights-of-way.

4. Unsanitary and Unsafe Conditions

Study of Blight and Substandard Conditions

As discussed previously in the analysis of substandard factors, there are several instances within the Study Area where unsanitary and unsafe conditions exist. These include both attractive nuisances such as the open or abandoned structures.

Conclusion:

There are significant unsanitary and unsafe conditions that do, or reasonably will, exist to constitute a condition of blight.

(b) the following conditions (from five objective criteria listed in the statute) are present, to wit:

The average age of the residential or commercial units in the area is at least forty years

The majority of the buildings in the Study Area appear to exceed forty (40) years in age. However a further inquiry of public records would be required to validate this observation.

Decreasing or Stable Population

The Study Area has displayed a stable or decreasing population between the last two decennial censuses. The portion of the Study Area within the City has had no population between the last two decennial censuses.

Income Level

The median income of the census tract is lower than the average median income of Scotts Bluff County and the average of the census tracts within the City.

Study of Blight and Substandard Conditions

Conclusion of Blighted and Substandard Analysis

Based on this analysis, the property within the Study Area meets the subjective criteria of both blighted and substandard conditions and displays the presence of at least two, and perhaps three, of the objective criteria required for a finding of blighted condition. The requirement of the Act is that at least one of these needs to be present.

Conformance with the Comprehensive Plan

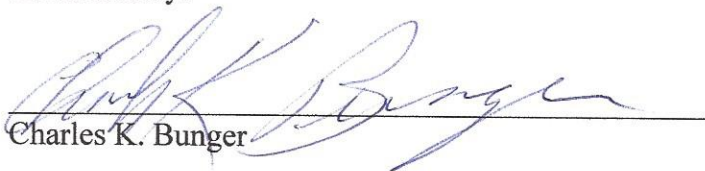
A declaration of blighted and substandard conditions in the Study Area conforms with the City of Scottsbluff Comprehensive Plan because it:

- Is located in an area eligible for such declaration.
- Allows for incentives to keep the employment base and supporting commercial activity in an area currently served by major infrastructure. .
- Is located along an existing major arterial.
- Provides a financing tool for the development of a variety of additional housing units.

Blighted and Substandard Area Declaration

By virtue of the findings of this study, the Study Area (as amended) may retain the blighted and substandard designation, pursuant to the requirements of the Nebraska Community Development Law.

Submitted by:


Charles K. Bunger

RESOLUTION 15-_____

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

Recitals:

a. It is necessary, desirable, advisable, and in the best interests of the City of Scottsbluff, Nebraska (the “City”), for the City to undertake and carry out redevelopment projects in certain areas of the City that are determined to be blighted and substandard and in need of redevelopment;

b. The Community Development Law, Chapter 18, Article 21, Reissue Revised Statutes of Nebraska, as amended (the “Act”), prescribes the requirements and procedures for the planning and implementation of redevelopment projects;

c. Section 18-2109 of the Act requires that, prior to the preparation of a redevelopment plan for a redevelopment project, the Mayor and City Council shall, by resolution, declare the area to be blighted and substandard;

d. At its regular City Council meeting on May 18, 2015, the Mayor and City Council of the City held a public hearing (the “Public Hearing”) to determine whether the area more fully described on Attachment 1 (the “Redevelopment Area”) should be declared blighted and substandard, and in need of redevelopment, as required by the Act;

e. The City published and mailed notices of the Public Hearing regarding the consideration of declaring property to be blighted and substandard pursuant to Section 18-2115 of the Act;

f. The Public Hearing was conducted and all interested parties were afforded a reasonable opportunity to express their views respecting the declaration of the Redevelopment Area as blighted and substandard and in need of redevelopment, and the Mayor and City Council reviewed and discussed a blight and substandard determination analysis as per Attachment 2 (the “Blight Study”) prepared by Charles K. Bunger, Attorney at Law;

g. The Blight Study was forwarded to the Planning Commission of the City for its review and recommendation and the Mayor and City Council reviewed the recommendations received from the Planning Commission; and

h. The Mayor and City Council desire to determine whether the Redevelopment Area is blighted and substandard and in need of redevelopment in accordance with the Act.

Resolved that:

1. The Redevelopment Area is declared to be substandard and in need of redevelopment pursuant to the Act, in that conditions now exist in the Redevelopment Area for meeting the criteria set forth in Section 18-2103(10) of the Act, as described and set forth in the Blight Study. The Redevelopment Area is more particularly described on Attachment 1.

2. The Redevelopment Area is further declared to be blighted and in need of redevelopment pursuant to the Act, in that conditions now exist in the Redevelopment Area meeting the criteria set forth in Section 18-2103(11) of the Act, as described and set forth in the Blight Study.

3. The blighted and substandard conditions existing in the Redevelopment Area are beyond remedy and control solely through the regulatory process and the exercise of police power and cannot be dealt with effectively by the ordinary operations of private enterprise without the aids provided by the Act, and the elimination of the blighted and substandard conditions under the authority of the Act is found to be a public purpose and declared to be in the public interest.

4. The Redevelopment Area is in need of redevelopment and is or will be an eligible site for a redevelopment project under the provisions of the Act at the time of the adoption of any redevelopment plan with respect to the Redevelopment Area.

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

PASSED and APPROVED on May 18, 2015.

Mayor

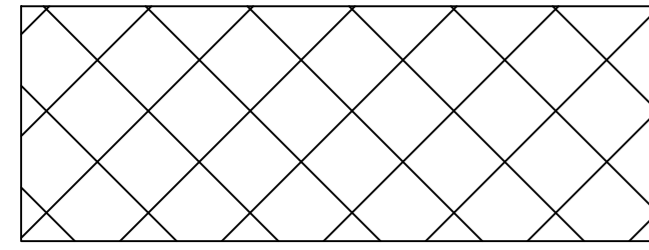
ATTEST:

City Clerk (Seal)

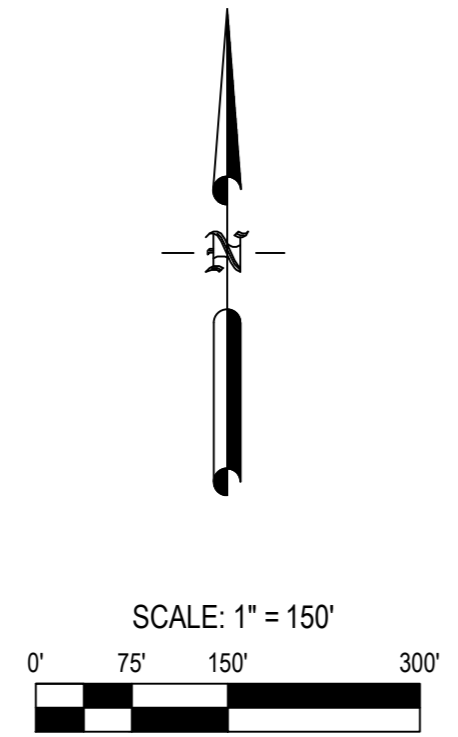
ATTACHMENT 1
Redevelopment Area

ATTACHMENT 2
Blight Study

TOTAL BLIGHTED AREAS
2,690,935 S.F.
61.78 ACRES



BLIGHTED AREAS W/
STRUCTURES
739,123 S.F.
16.97 ACRES



APPROXIMATE BOUNDARY DESCRIPTION

A PARCEL OF LAND IN THE NORTHWEST QUARTER OF SECTION 14, TOWNSHIP 22 NORTH, RANGE 55 WEST, OF THE 6TH PRINCIPAL MERIDIAN, IN SCOTTS BLUFF COUNTY, NEBRASKA, SAID TRACT OR PARCEL BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE NORTHWEST CORNER OF SECTION 14, TOWNSHIP 22 NORTH, RANGE 55 WEST, OF THE 6TH PRINCIPAL MERIDIAN, WHENCE THE WEST QUARTER CORNER OF SAID SECTION 14, BEARS SOUTH 02°03'39" WEST, A DISTANCE OF 2675.32 FEET; THENCE ALONG NORTH LINE OF THE NORTHWEST QUARTER OF SAID SECTION 14, SOUTH 88°13'30" EAST, A DISTANCE OF 69.51 FEET; THENCE SOUTH 01°46'30" WEST, A DISTANCE OF 33.00 FEET TO A POINT ON THE EXISTING SOUTH RIGHT OF WAY OF 42ND STREET AND TO **THE POINT OF BEGINNING**;

THENCE ALONG SAID EXISTING SOUTH RIGHT OF WAY LINE OF 42ND STREET SOUTH 88°13'30" EAST, A DISTANCE OF 844.66 FEET TO A POINT ON THE EAST RIGHT OF WAY OF AVENUE G;
 THENCE ALONG SAID EAST RIGHT OF WAY OF AVENUE G, SOUTH 02°09'33" WEST, A DISTANCE OF 673.92 FEET TO A POINT ON THE EXISTING NORTH RIGHT OF WAY LINE OF 40TH STREET;
 THENCE ALONG SAID EXISTING NORTH RIGHT OF WAY LINE OF 40TH STREET, SOUTH 88°19'45" EAST, A DISTANCE OF 568.64 FEET;
 THENCE SOUTH 01°40'23" WEST, A DISTANCE OF 177.45 FEET;
 THENCE SOUTH 88°19'48" EAST, A DISTANCE OF 110.02 FEET;
 THENCE SOUTH 02°05'08" EAST, A DISTANCE OF 389.09 FEET;
 THENCE NORTH 88°52'32" WEST, A DISTANCE OF 342.69 FEET;
 THENCE NORTH 83°57'32" WEST, A DISTANCE OF 117.00 FEET;
 THENCE ON THE ARC OF A CURVE TO THE LEFT, A RADIUS OF 318.00 FEET, A CENTRAL ANGLE OF 05°37'57", A DISTANCE OF 31.26 FEET, (A CHORD BEARING NORTH 03°13'30" EAST, A DISTANCE OF 31.25 FEET);
 THENCE NORTH 88°26'48" WEST, A DISTANCE OF 180.75 FEET;
 THENCE ON THE ARC OF A CURVE TO THE LEFT, A RADIUS OF 159.00 FEET, A CENTRAL ANGLE OF 18°14'20", A DISTANCE OF 50.61 FEET, (A CHORD BEARING NORTH 07°53'39" WEST, A DISTANCE OF 50.40 FEET);
 THENCE NORTH 87°18'07" WEST, A DISTANCE OF 56.56 FEET;
 THENCE ON THE ARC OF A CURVE TO THE LEFT, A RADIUS OF 134.00 FEET, A CENTRAL ANGLE OF 22°43'32", A DISTANCE OF 53.15 FEET, (A CHORD BEARING SOUTH 81°20'07" WEST, A DISTANCE OF 52.80 FEET);
 THENCE ON THE ARC OF A CURVE TO THE LEFT, A RADIUS OF 134.00 FEET, A CENTRAL ANGLE OF 25°23'50", A DISTANCE OF 59.40 FEET, (A CHORD BEARING SOUTH 57°16'26" WEST, A DISTANCE OF 58.91 FEET);
 THENCE ON THE ARC OF A CURVE TO THE LEFT, A RADIUS OF 134.00 FEET, A CENTRAL ANGLE OF 22°13'34", A DISTANCE OF 51.98 FEET, (A CHORD BEARING SOUTH 33°27'44" WEST, A DISTANCE OF 51.66 FEET);
 THENCE SOUTH 22°20'57" WEST, A DISTANCE OF 54.48 FEET;
 THENCE ON THE ARC OF A CURVE TO THE LEFT, A RADIUS OF 154.00 FEET, A CENTRAL ANGLE OF 08°21'16", A DISTANCE OF 22.45 FEET, (A CHORD BEARING SOUTH 18°10'19" WEST, A DISTANCE OF 22.43 FEET);
 THENCE ON THE ARC OF A CURVE TO THE LEFT, A RADIUS OF 154.00 FEET, A CENTRAL ANGLE OF 22°07'48", A DISTANCE OF 59.48 FEET, (A CHORD BEARING SOUTH 02°55'47" WEST, A DISTANCE OF 59.11 FEET);
 THENCE ON THE ARC OF A CURVE TO THE LEFT, A RADIUS OF 154.00 FEET, A CENTRAL ANGLE OF 22°08'04", A DISTANCE OF 59.49 FEET, (A CHORD BEARING SOUTH 19°12'08" EAST, A DISTANCE OF 59.12 FEET);
 THENCE ON THE ARC OF A CURVE TO THE LEFT, A RADIUS OF 154.00 FEET, A CENTRAL ANGLE OF 20°46'38", A DISTANCE OF 55.85 FEET, (A CHORD BEARING SOUTH 40°39'29" EAST, A DISTANCE OF 55.54 FEET);
 THENCE SOUTH 38°14'05" WEST, A DISTANCE OF 195.53 FEET;
 THENCE ON THE ARC OF A CURVE TO THE LEFT, A RADIUS OF 349.00 FEET, A CENTRAL ANGLE OF 08°56'40", A DISTANCE OF 54.48 FEET, (A CHORD BEARING SOUTH 56°14'15" EAST, A DISTANCE OF 54.43 FEET);
 THENCE SOUTH 29°17'26" WEST, A DISTANCE OF 146.00 FEET;
 THENCE SOUTH 18°00'06" WEST, A DISTANCE OF 123.44 FEET;
 THENCE SOUTH 18°00'06" WEST, A DISTANCE OF 154.77 FEET;
 THENCE NORTH 59°43'24" WEST, A DISTANCE OF 585.67 FEET TO A POINT ON THE EAST RIGHT OF WAY LINE OF HIGHWAY 71 (AVENUE I);
 THENCE NORTH 88°00'57" WEST, A DISTANCE OF 115.52 FEET TO A POINT ON THE WEST RIGHT OF WAY LINE OF HIGHWAY 71 (AVENUE I);
 THENCE ALONG SAID WEST RIGHT OF WAY LINE OF HIGHWAY 71 (AVENUE I) SOUTH 01°40'36" WEST, A DISTANCE OF 218.26 FEET;
 THENCE NORTH 88°51'01" WEST, A DISTANCE OF 1,295.74 FEET;
 THENCE NORTH 01°25'21" EAST, A DISTANCE OF 867.22 FEET;
 THENCE SOUTH 89°23'08" EAST, A DISTANCE OF 1,301.34 FEET TO A POINT ON THE WEST RIGHT OF WAY LINE OF HIGHWAY 71 (AVENUE I);
 THENCE SOUTH 89°21'56" EAST, A DISTANCE OF 116.20 FEET TO A POINT ON THE EAST RIGHT OF WAY LINE OF HIGHWAY 71 (AVENUE I);
 THENCE CONTINUING ALONG SAID EXISTING EAST RIGHT OF WAY LINE OF HIGHWAY 71 THE FOLLOWING 3 COURSES:
 1. NORTH 02°03'38" EAST, A DISTANCE OF 564.26 FEET;
 2. NORTH 02°03'39" EAST, A DISTANCE OF 262.75 FEET;
 3. NORTH 02°37'26" EAST, A DISTANCE OF 475.46 FEET, MORE OR LESS, TO **THE POINT OF BEGINNING**.

THE ABOVE DESCRIBED PARCEL CONTAINS 2,742,253 SQ. FT. (62.95 ACRES), MORE OR LESS.



120 East 16th St.
Scottsbluff, NE 68961
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PRELIMINARY PLAN
NOT TO BE USED FOR
CONSTRUCTION

Project Title:
**FIVE OAKS SUBDIVISION
2015 REVISED PRELIMINARY PLAT**

C&T Holdings, LLC
Scottsbluff, Nebraska

Sheet Title:
BLIGHTED AREAS

Date Issued: April 2, 2015

Project: 023-018-14
CAD File:
023-018 Preliminary Plat 2015.dwg
Design Drawing Check
JWB JES

Sheet No.
C-1.01

City of Scottsbluff, Nebraska

Monday, May 18, 2015

Regular Meeting

Item Subdiv.1

Council to consider an Ordinance to Vacate Block 9, Five Oaks Subdivision, Scottsbluff, Scotts Bluff County, Nebraska.

Staff Contact: Annie Folck, City Planner

Agenda Statement

Item No.

For meeting of: May 18, 2015

AGENDA TITLE: Ordinance to Vacate – Block 9, Five Oaks Subdivision, Scottsbluff, Scotts Bluff County, Nebraska.

SUBMITTED BY DEPARTMENT/ORGANIZATION: Development Services

PRESENTATION BY: Rick Kuckkahn

SUMMARY EXPLANATION: Jason and Sami Webb requested an ordinance to vacate Block 9, Five Oaks Subdivision, this parcel is situated on the southeast corner of Avenue I and West 42nd Street, a vacation plat along with a final plat with changes to Block 9 has also been submitted for approval.

BOARD/COMMISSION RECOMMENDATION: The Planning Commission approved the ordinance to vacate with vacation plat at their regular meeting of May 11, 2015.

STAFF RECOMMENDATION: Staff recommends City Council approve the ordinance to vacate.

EXHIBITS

Resolution Ordinance x Contract Minutes x Plan/Map x

Other (specify) _____

NOTIFICATION LIST: Yes No Further Instructions
Baker & Associates, 120 East 16th Street, Scottsbluff, NE 69361
Jason & Sami Webb, 1402 W 42nd St., Scottsbluff, NE 69361

APPROVAL FOR SUBMITTAL: _____
City Manager

ORDINANCE NO. _____

AN ORDINANCE OF THE CITY OF SCOTTSBLUFF, NEBRASKA, VACATING BLOCK 9, FIVE OAKS SUBDIVISION, CITY OF SCOTTSBLUFF, SCOTTS BLUFF COUNTY, NEBRASKA AND UNPLATTED LANDS SITUATED IN THE NORTHWEST QUARTER OF SECTION 14, TOWNSHIP 22 NORTH, RANGE 55 WEST OF THE 6TH P.M., IN SCOTTS BLUFF COUNTY, NEBRASKA.

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

Section 1. The owners of the property involved have requested the City of Scottsbluff vacate the following property to allow for a replat:

Block 9, Five Oaks Subdivision, City of Scottsbluff, Scotts Bluff County, Nebraska and unplatted lands situated in the Northwest Quarter of Section 14, Township 22 North, Range 55 West of the 6th P.M., in Scotts Bluff County, Nebraska.

As more fully set forth in the vacation plat, marked as Exhibit "A", to this Ordinance and incorporated by this reference.

Section 2. The City Council finds that the requesting parties are the Owners and that it is in the best interest of the City that the property be vacated as requested.

Section 3. Block 9, Five Oaks Subdivision, City of Scottsbluff, Scotts Bluff County, Nebraska and unplatted lands situated in the Northwest Quarter of Section 14, Township 22 North, Range 55 West of the 6th P.M., in Scotts Bluff County, Nebraska, is hereby vacated to allow for a replat of the property.

Section 4. 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

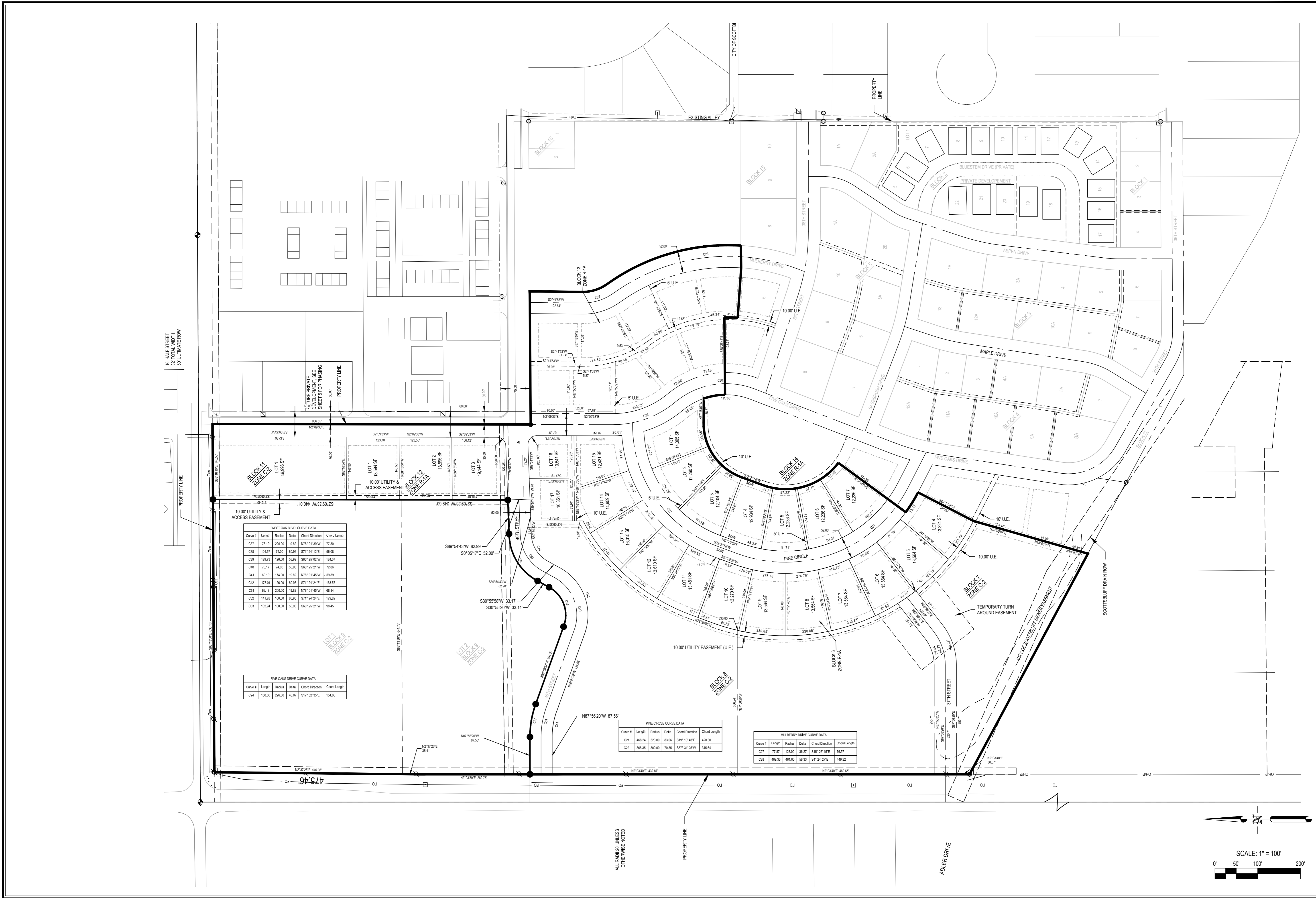
Monday, May 18, 2015

Regular Meeting

Item Subdiv.2

**Council to consider a Revised Preliminary Plat for Five Oaks
Subdivision.**

Staff Contact: Annie Folck, City Planner



WEST OAK BLVD. CURVE DATA

Curve #	Length	Radius	Delta	Chord Direction	Chord Length
C37	78.19	230.00	19.82	N70°01'35"W	77.86
C38	104.57	74.00	80.94	S71°24'12"E	86.06
C39	126.73	126.00	56.89	S80°22'02"W	124.07
C40	76.17	74.00	56.88	S80°22'21"W	72.86
C41	60.19	174.00	19.82	N70°01'47"W	59.89
C42	178.01	126.00	80.86	S71°24'24"E	163.57
C43	69.18	200.00	19.82	N70°01'47"W	68.84
C44	141.28	100.00	80.86	S71°24'24"E	129.82
C45	102.84	100.00	56.88	S80°22'21"W	95.45

FIVE OAKS DRIVE CURVE DATA

Curve #	Length	Radius	Delta	Chord Direction	Chord Length
C24	156.06	226.00	40.87	S17°52'35"E	154.86

PINE CIRCLE CURVE DATA

Curve #	Length	Radius	Delta	Chord Direction	Chord Length
C21	482.24	303.00	50.05	S10°10'48"E	428.29
C22	388.35	300.00	70.16	S67°31'25"W	345.84

MULBERRY DRIVE CURVE DATA

Curve #	Length	Radius	Delta	Chord Direction	Chord Length
C27	77.87	123.00	36.17	S15°26'15"E	76.57
C28	489.33	461.00	58.33	S4°24'27"E	449.32

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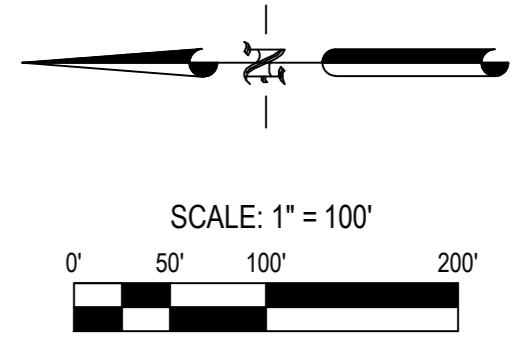
PRELIMINARY PLAN
 NOT TO BE USED FOR
 CONSTRUCTION

Project Title:
FIVE OAKS SUBDIVISION
2015 REVISED PRELIMINARY PLAT
 C&T Holdings, LLC
 Scottsbluff, Nebraska

Sheet Title:
LOT PLAN
 Date Issued: MARCH 31, 2015

Project: 023-018-14
 CAD File:
 023-018 Preliminary Plat 2015.dwg
 Design Drawing Check
 JWB JES

Sheet No.
C-1.02



ALL DIMENSIONS UNLESS
 OTHERWISE NOTED

FIVE OAKS SUBDIVISION - 2015 PRELIMINARY PLAT

SCOTTSBLUFF, NEBRASKA

120 East 16th St.
Scottsbluff, NE 69361
308.632.3123
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PRELIMINARY PLAT
NOT TO BE USED FOR
CONSTRUCTION

Project Title:
**FIVE OAKS SUBDIVISION
2015 REVISED PRELIMINARY PLAT**

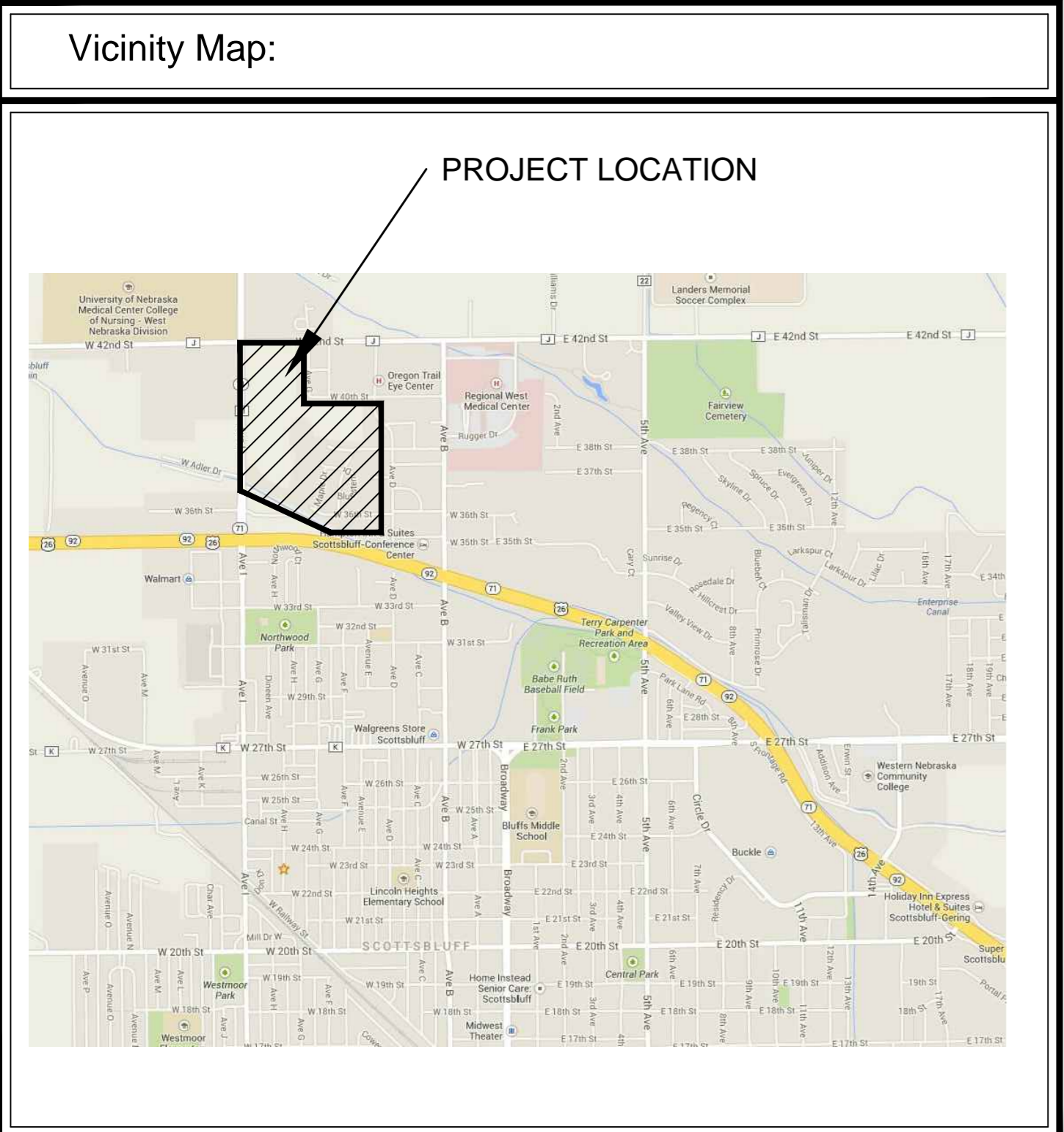
C&T Holdings, LLC
Scottsbluff, Nebraska

Sheet Title:
COVER SHEET

Date Issued: April 2, 2015

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

Sheet No.
0



Development Statistics:

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

Drawing Index:

SHEET #	DRAWING TITLE
0	COVER SHEET
C-1.00	EXISTING SITE PLAN
C-1.01	VACATED LOT PLAN
C-1.02	LOT PLAN
C-1.03	STREET PLAN
C-1.04	GRADING AND DRAINAGE PLAN
C-1.05	UTILITY PLAN

Property Description:

A PARCEL OF LAND KNOWN AS THE REMAINDER OF THE UNPLATTED LANDS FOR FIVE OAKS SUBDIVISION, CONTAINING 1,604,562 SQ. FT. (36.836 ACRES), MORE OR LESS, IN THE NORTHWEST QUARTER OF SECTION 14, TOWNSHIP 22 NORTH, RANGE 55 WEST, OF THE 6TH PRINCIPAL MERIDIAN, IN SCOTTS BLUFF COUNTY, NEBRASKA, SAID TRACT OR PARCEL BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE NORTHWEST CORNER OF SECTION 14, TOWNSHIP 22 NORTH, RANGE 55 WEST, OF THE 6TH PRINCIPAL MERIDIAN, WHENCE THE WEST QUARTER CORNER OF SAID SECTION 14, BEARS SOUTH 02°03'39" WEST, A DISTANCE OF 2675.52 FEET, THENCE ALONG NORTH LINE OF THE NORTHWEST QUARTER OF SAID SECTION 14, SOUTH 88°13'30" EAST, A DISTANCE OF 69.51 FEET, THENCE SOUTH 01°46'30" WEST, A DISTANCE OF 33.00 FEET TO A POINT ON THE EXISTING SOUTH RIGHT OF WAY OF 42ND STREET AND TO THE POINT OF BEGINNING.

THENCE ALONG SAID EXISTING SOUTH RIGHT OF WAY LINE OF 42ND STREET SOUTH 88°13'30" EAST, A DISTANCE OF 814.66 FEET TO A POINT ON THE WEST RIGHT OF WAY OF AVENUE G.

THENCE ALONG SAID WEST RIGHT OF WAY OF AVENUE G, SOUTH 02°09'33" WEST, A DISTANCE OF 743.92 FEET TO A POINT ON THE EXISTING SOUTH RIGHT OF WAY LINE OF 40TH STREET.

THENCE ALONG SAID EXISTING SOUTH RIGHT OF WAY LINE OF 40TH STREET, SOUTH 88°19'45" EAST, A DISTANCE OF 313.58 FEET TO A POINT OF INTERSECTION WITH THE DESCRIPTION RECORDED IN INSTRUMENT 2009-5025 FILED IN THE SCOTTS BLUFF COUNTY RECORDS;

THENCE THE FOLLOWING THREE (3) COURSES ALONG SAID INSTRUMENT 2009-5025:

1. SOUTH 03°37'31" WEST, A DISTANCE OF 123.15 FEET;
2. THENCE ON THE ARC OF A CURVE TO THE RIGHT, A RADIUS OF 97.00 FEET, A CENTRAL ANGLE OF 36°16'17", A DISTANCE OF 61.41 FEET, (A CHORD BEARING SOUTH 15°26'16" EAST, A DISTANCE OF 60.39 FEET);
3. THENCE ON THE ARC OF A CURVE TO THE RIGHT, A RADIUS OF 487.00 FEET, A CENTRAL ANGLE OF 39°05'20", A DISTANCE OF 332.25 FEET, (A CHORD BEARING SOUTH 14°01'45" EAST, A DISTANCE OF 325.84 FEET) TO A POINT OF INTERSECTION WITH THE EXISTING RIGHT OF WAY FOR MULBERRY STREET.

THENCE NORTH 88°52'32" WEST, A DISTANCE OF 52.17 FEET;

THENCE NORTH 83°57'32" WEST, A DISTANCE OF 117.00 FEET;

THENCE ON THE ARC OF A CURVE TO THE LEFT, A RADIUS OF 318.00 FEET, A CENTRAL ANGLE OF 05°37'57", A DISTANCE OF 31.26 FEET, (A CHORD BEARING NORTH 03°13'30" EAST, A DISTANCE OF 31.25 FEET);

THENCE NORTH 88°26'48" WEST, A DISTANCE OF 180.75 FEET;

THENCE ON THE ARC OF A CURVE TO THE LEFT, A RADIUS OF 159.00 FEET, A CENTRAL ANGLE OF 18°14'20", A DISTANCE OF 50.61 FEET, (A CHORD BEARING NORTH 07°53'39" WEST, A DISTANCE OF 50.40 FEET);

THENCE NORTH 67°18'07" WEST, A DISTANCE OF 66.56 FEET;

THENCE ON THE ARC OF A CURVE TO THE LEFT, A RADIUS OF 134.00 FEET, A CENTRAL ANGLE OF 22°43'32", A DISTANCE OF 53.15 FEET, (A CHORD BEARING SOUTH 81°20'07" WEST, A DISTANCE OF 52.80 FEET);

THENCE ON THE ARC OF A CURVE TO THE LEFT, A RADIUS OF 134.00 FEET, A CENTRAL ANGLE OF 25°23'50", A DISTANCE OF 59.40 FEET, (A CHORD BEARING SOUTH 57°16'26" WEST, A DISTANCE OF 58.91 FEET);

THENCE ON THE ARC OF A CURVE TO THE LEFT, A RADIUS OF 134.00 FEET, A CENTRAL ANGLE OF 22°13'34", A DISTANCE OF 51.98 FEET, (A CHORD BEARING SOUTH 33°37'44" WEST, A DISTANCE OF 51.98 FEET);

THENCE SOUTH 22°20'57" WEST, A DISTANCE OF 54.48 FEET;

THENCE ON THE ARC OF A CURVE TO THE LEFT, A RADIUS OF 154.00 FEET, A CENTRAL ANGLE OF 08°21'16", A DISTANCE OF 22.45 FEET, (A CHORD BEARING SOUTH 18°10'19" WEST, A DISTANCE OF 22.43 FEET);

THENCE ON THE ARC OF A CURVE TO THE LEFT, A RADIUS OF 154.00 FEET, A CENTRAL ANGLE OF 02°10'48", A DISTANCE OF 59.48 FEET, (A CHORD BEARING SOUTH 02°59'47" WEST, A DISTANCE OF 59.11 FEET);

THENCE ON THE ARC OF A CURVE TO THE LEFT, A RADIUS OF 154.00 FEET, A CENTRAL ANGLE OF 22°08'04", A DISTANCE OF 59.49 FEET, (A CHORD BEARING SOUTH 19°12'08" EAST, A DISTANCE OF 59.12 FEET);

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THENCE SOUTH 38°14'05" WEST, A DISTANCE OF 195.53 FEET;

THENCE ON THE ARC OF A CURVE TO THE LEFT, A RADIUS OF 349.00 FEET, A CENTRAL ANGLE OF 08°56'40", A DISTANCE OF 54.48 FEET, (A CHORD BEARING SOUTH 56°14'19" EAST, A DISTANCE OF 54.43 FEET);

THENCE SOUTH 29°17'28" WEST, A DISTANCE OF 146.00 FEET;

THENCE SOUTH 18°00'06" WEST, A DISTANCE OF 123.44 FEET;

THENCE SOUTH 18°00'06" WEST, A DISTANCE OF 154.77 FEET;

THENCE NORTH 59°43'24" WEST, A DISTANCE OF 585.67 FEET TO A POINT ON THE EAST RIGHT OF WAY LINE OF HIGHWAY 71 (AVENUE I);

THENCE CONTINUING ALONG SAID EXISTING EAST RIGHT OF WAY LINE OF HIGHWAY 71 THE FOLLOWING 3 COURSES:

1. NORTH 02°03'39" EAST, A DISTANCE OF 1,028.18 FEET;
2. NORTH 02°03'39" EAST, A DISTANCE OF 282.75 FEET;
3. NORTH 02°37'26" EAST, A DISTANCE OF 475.46 FEET, MORE OR LESS, TO THE POINT OF BEGINNING.

THE ABOVE DESCRIBED PARCEL CONTAINS 1,604,562 SQ. FT. (36.836 ACRES), MORE OR LESS.

Abbreviations:

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

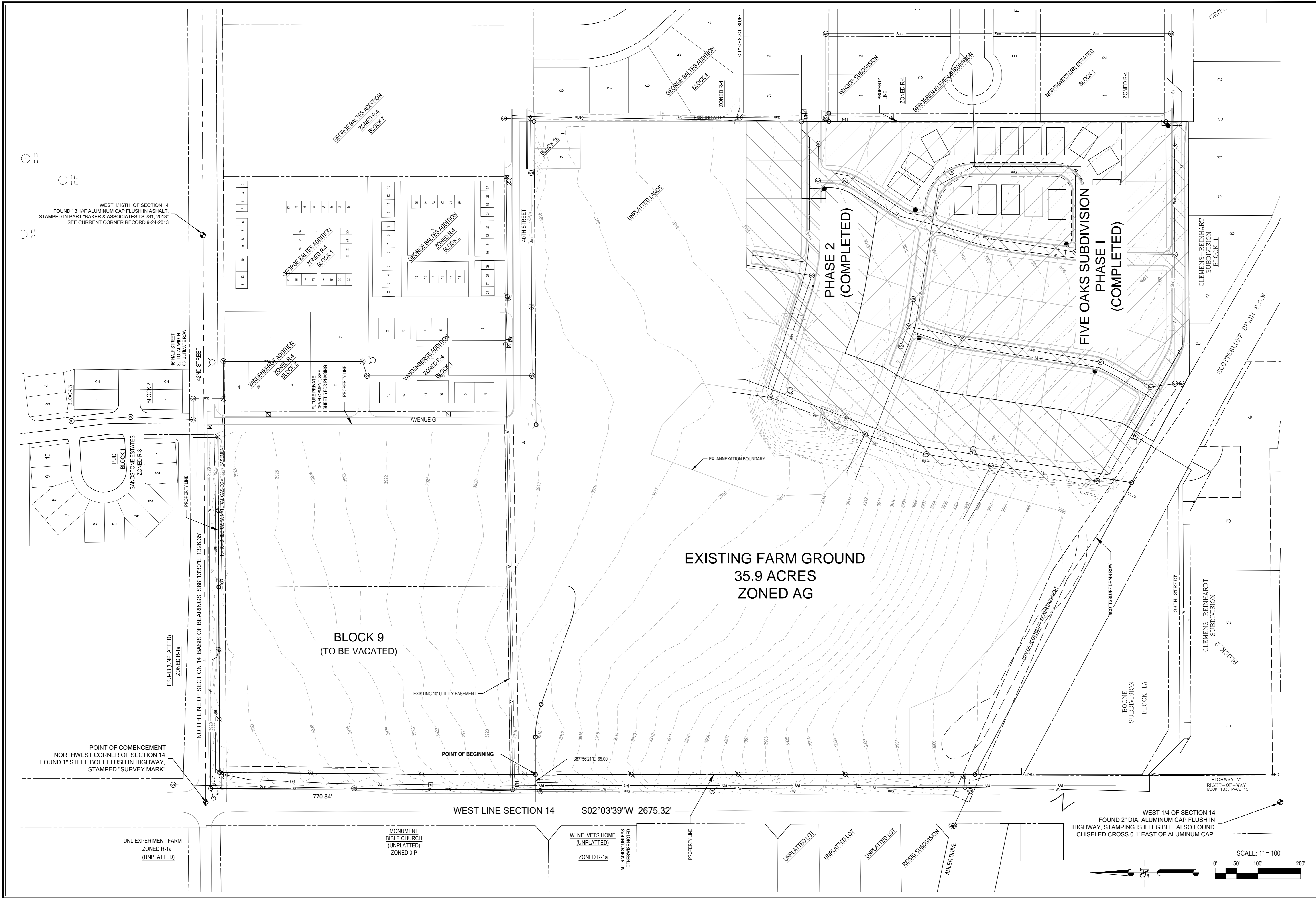
Linetype/Symbol Legend

SYMBOL LEGEND		LINETYPE DESIGNATION	
	EXISTING LIGHT POLE		EXISTING OVERHEAD POWER LINE
	EXISTING LIGHT POLE WITH POWER		EXISTING UNDERGROUND POWER LINE
	EXISTING POWER POLE		EXISTING OVERHEAD TELEPHONE LINE
	EXISTING ELECTRICAL METER BOX		EXISTING UNDERGROUND TELEPHONE LINE
	EXISTING ELECTRICAL TRANSFORMER		EXISTING OVERHEAD TELEVISION CABLE LINE
	EXISTING ELECTRICAL HANDHOLE		EXISTING UNDERGROUND TELEVISION CABLE LINE
	EXISTING TELEPHONE PEDESTAL		EXISTING FIBER OPTIC CABLE
	EXISTING CABLE BOX		EXISTING SANITARY SEWER LINE
	EXISTING FIBER OPTIC BOX		EXISTING STORM SEWER LINE
	EXISTING SATELLITE DISH		EXISTING WATER LINE
	EXISTING MANHOLE		EXISTING IRRIGATION SYSTEM LINE
	EXISTING CLEAN-OUT		EXISTING GAS LINE
	EXISTING CURB INLET		EXISTING CHAIN-LINK FENCE
	EXISTING AREA INLET		EXISTING WOOD FENCE
	EXISTING WATER VALVE		EXISTING BARBED-WIRE FENCE
	EXISTING FIRE HYDRANT		LIMITS OF CONSTRUCTION
	EXISTING WATER VALVE IN MANHOLE		EXISTING CONTOUR LINE
	EXISTING CURB STOP		PROPOSED CONTOUR LINE
	EXISTING WATER METER PIT		EASEMENT LINE
	EXISTING WELL		PROPERTY LINE
	EXISTING YARD HYDRANT		SECTION LINE
	EXISTING GAS METER		
	EXISTING GAS MARKER		
	EXISTING SIGN		
	EXISTING MAILBOX		
	EXISTING FLAG POLE		
	EXISTING TRAFFIC LIGHT		
	EXISTING RAIL CROSSING SIGN		
	EXISTING DECIDUOUS TREE		
	EXISTING SHRUB		
	EXISTING STUMP		
	EXISTING ROW MARKER		
	EXISTING REBAR MONUMENT		
	SURVEY BENCHMARK		
	SURVEY CONTROL POINT		

OWNER INFORMATION:

C&T Holdings, LLC
1320 Circle Drive
Scottsbluff, NE 69361

Jason & Sami Webb
1602 West 42nd Street
Scottsbluff, NE 69361



PP
PP
PP

WEST 1/16TH OF SECTION 14
FOUND "3 1/4" ALUMINUM CAP FLUSH IN ASPHALT,
STAMPED IN PART "BAKER & ASSOCIATES 4.8.13.2013"
SEE CURRENT CORNER RECORD 9-24-2013

1/4" HALF STREET
32' TOTAL WIDTH
BY ULTIMATE ROW

ESU-13 (UNPLATTED)
ZONED R-18

POINT OF COMMENCEMENT
NORTHWEST CORNER OF SECTION 14
FOUND 1" STEEL BOLT FLUSH IN HIGHWAY,
STAMPED "SURVEY MARK"

UNL EXPERIMENT FARM
ZONED R-1a
(UNPLATTED)

MONUMENT
BIBLE CHURCH
(UNPLATTED)
ZONED O-P

W. NE. VETS HOME
(UNPLATTED)
ZONED R-1a

ALL RADIUS UNLESS
OTHERWISE NOTED

UNPLATTED LOT
UNPLATTED LOT
UNPLATTED LOT

RESIG SUBDIVISION
ADLER DRIVE

WEST 1/4 OF SECTION 14
FOUND 2" DIA. ALUMINUM CAP FLUSH IN
HIGHWAY, STAMPING IS ILLEGIBLE, ALSO FOUND
CHISELED CROSS 0.1' EAST OF ALUMINUM CAP.



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PRELIMINARY PLAN
NOT TO BE USED FOR
CONSTRUCTION

Project Title:
**FIVE OAKS SUBDIVISION
2015 REVISED PRELIMINARY PLAT**
C&T Holdings, LLC
Scottsbluff, Nebraska

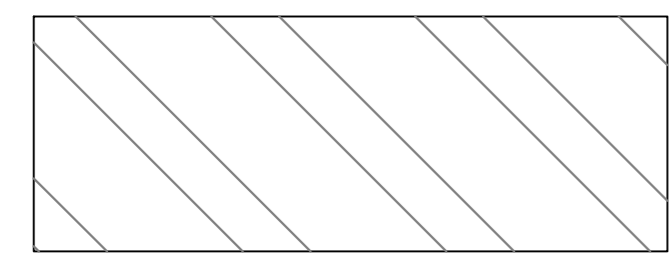
Sheet Title:
EXISTING SITE PLAN

Date Issued: April 2, 2015

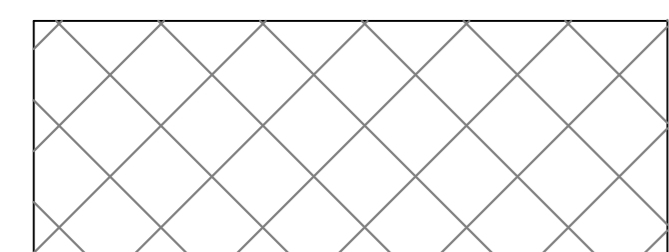
Project: 023-018-14
CAD File:
023-018 Preliminary Plat 2014.dwg
Design Drawing Check
JWB JES

Sheet No.
C-1.00

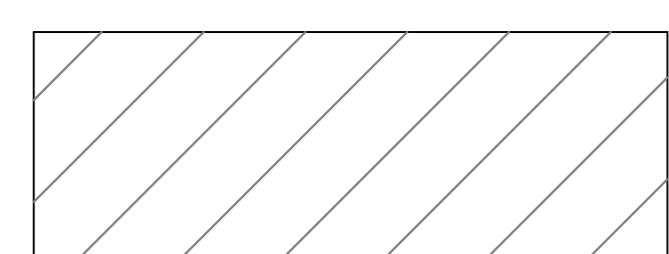
AREA TO BE ANNEXED
BUT NOT RE-ZONED
(CURRENT ZONING AG.)



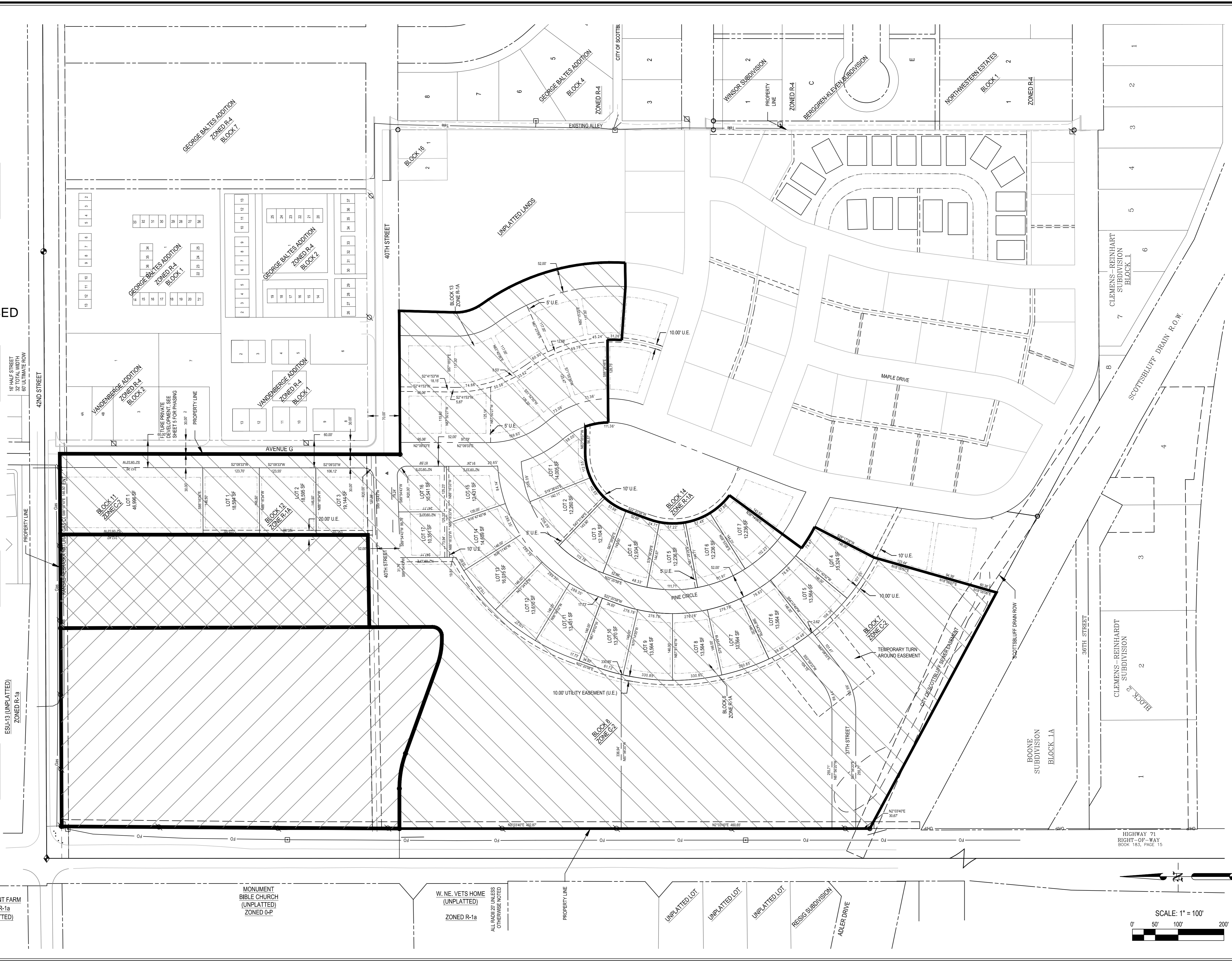
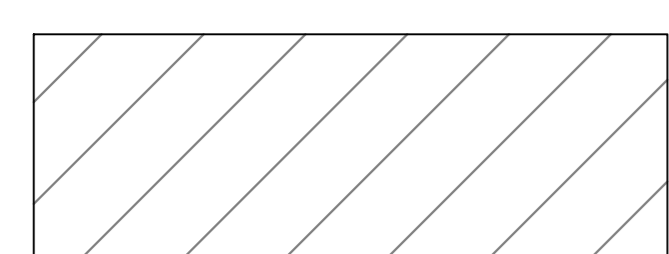
AREA TO BE ANNEXED
AND RE-ZONED FROM
AG. TO COMMERCIAL &
INCLUDED IN THE REVISED
BLOCK 9



AREA TO BE ANNEXED
BUT NOT RE-ZONED
(CURRENT ZONING
COMMERCIAL)



AREA PREVIOUSLY
PLATTED AS BLOCK 9
THAT WILL BE VACATED
AND PLATTED AS LOTS
1 & 2, BLOCK 9

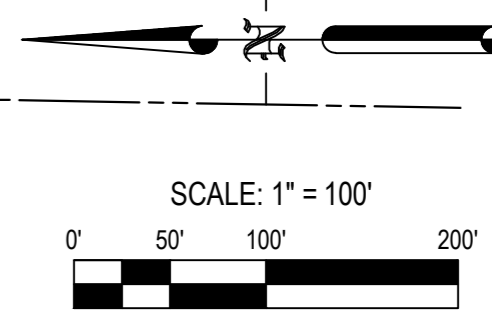


UNL EXPERIMENT FARM
ZONED R-1a
(UNPLATTED)

MONUMENT
BIBLE CHURCH
(UNPLATTED)
ZONED O-P

W. NE. VETS HOME
(UNPLATTED)
ZONED R-1a
ALL BASED ON UNLESS
OTHERWISE NOTED

UNPLATTED LOT
UNPLATTED LOT
UNPLATTED LOT
REISIG SUBDIVISION
ADLER DRIVE



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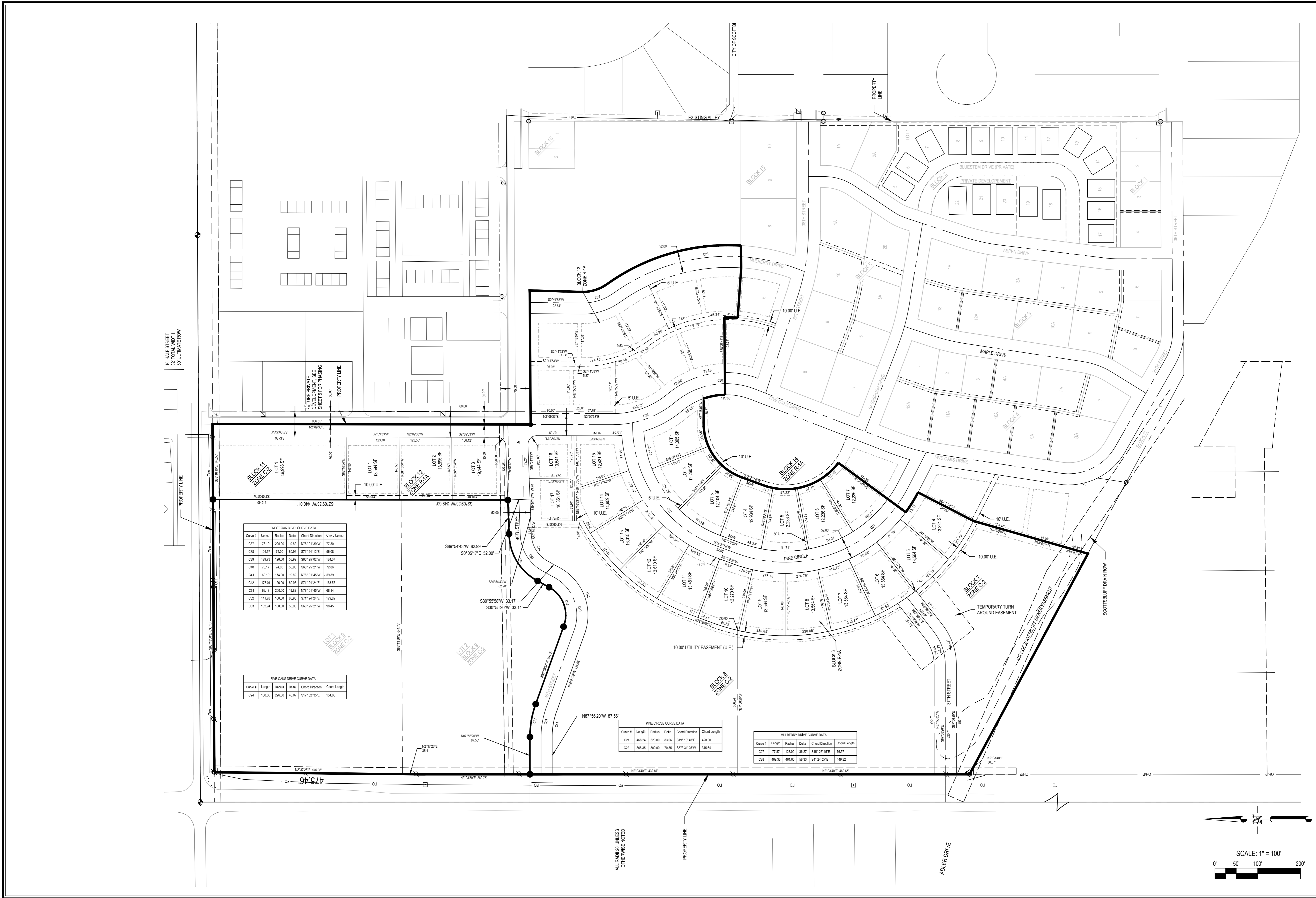
Project Title:
**FIVE OAKS SUBDIVISION
2015 REVISED PRELIMINARY PLAT**
C&T Holdings, LLC
Scottsbluff, Nebraska

Sheet Title:
VACATED LOT PLAN

Project: 023-018-14
CAD File:
023-018 Preliminary Plat 2015.dwg
Design Drawing Check
JWB JES

Sheet No.
C-1.01

Date Issued: April 2, 2015



WEST OAK BLVD. CURVE DATA

Curve #	Length	Radius	Data	Chord Direction	Chord Length
C37	78.19	230.00	19.82	N70°01'35"W	77.80
C38	104.57	74.00	80.94	S71°24'12"E	86.06
C39	126.73	126.00	56.80	S80°22'02"W	124.07
C40	76.17	74.00	56.80	S80°22'21"W	72.86
C41	60.19	174.00	19.82	N70°01'47"W	59.89
C42	178.01	126.00	80.86	S71°24'24"E	183.57
C43	69.18	200.00	19.82	N70°01'47"W	68.84
C44	141.28	100.00	80.86	S71°24'24"E	139.82
C45	102.84	100.00	56.80	S80°22'21"W	95.45

FIVE OAKS DRIVE CURVE DATA

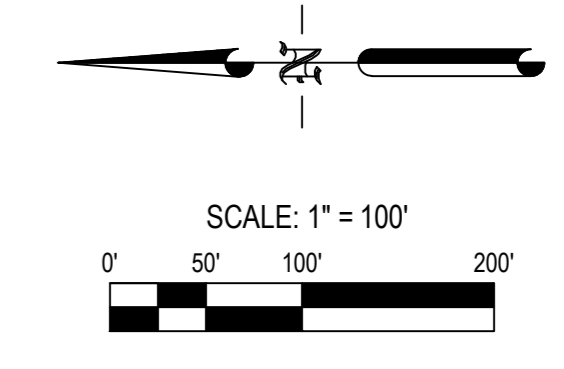
Curve #	Length	Radius	Data	Chord Direction	Chord Length
C24	156.06	226.00	40.07	S17°52'35"E	154.86

PINE CIRCLE CURVE DATA

Curve #	Length	Radius	Data	Chord Direction	Chord Length
C21	482.24	303.00	82.05	S10°10'48"E	432.39
C22	388.35	300.00	70.38	S87°31'25"W	345.84

MULBERRY DRIVE CURVE DATA

Curve #	Length	Radius	Data	Chord Direction	Chord Length
C27	77.87	123.00	36.17	S15°26'15"E	76.57
C28	489.33	461.00	58.33	S4°24'27"E	449.32



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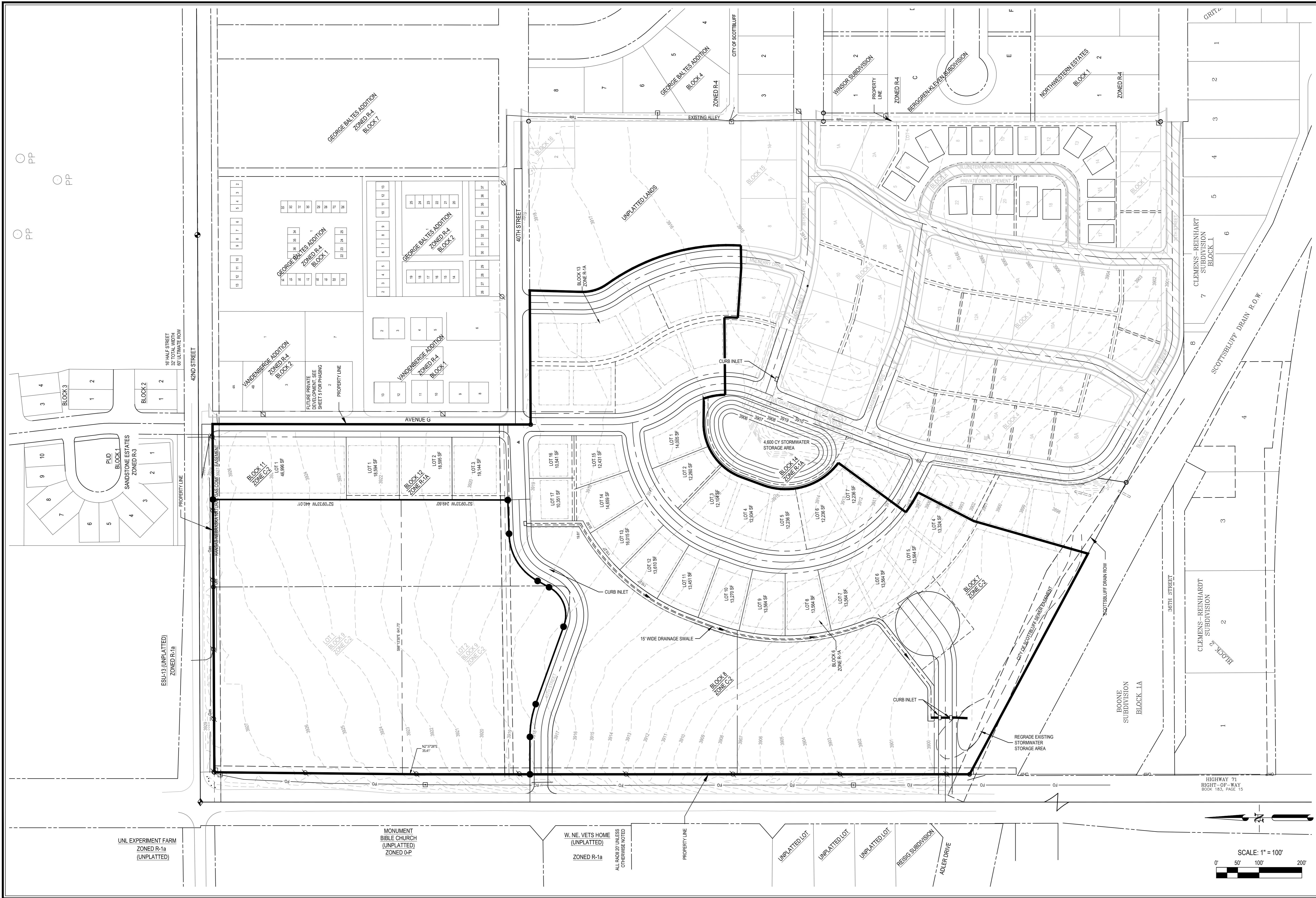
PRELIMINARY PLAN
 NOT TO BE USED FOR
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Project Title:
FIVE OAKS SUBDIVISION
2015 REVISED PRELIMINARY PLAT
 C&T Holdings, LLC
 Scottsbluff, Nebraska

Sheet Title:
LOT PLAN
 Date Issued: MARCH 31, 2015

Project: 023-018-14
 CAD File:
 023-018 Preliminary Plat 2015.dwg
 Design Drawing Check
 JWB JES

Sheet No.
C-1.02



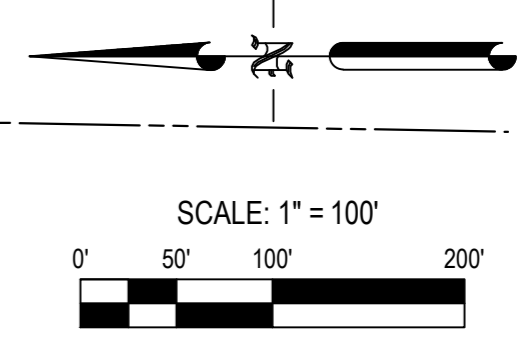
○ PP
○ PP

UNL EXPERIMENT FARM
ZONED R-1a
(UNPLATTED)

MONUMENT BIBLE CHURCH
(UNPLATTED)
ZONED O-P

W. NE. VETS HOME
(UNPLATTED)
ZONED R-1a
ALL LOTS UNLESS OTHERWISE NOTED

UNPLATTED LOT
UNPLATTED LOT
UNPLATTED LOT
REISIG SUBDIVISION
ADLER DRIVE



Project Title:
**FIVE OAKS SUBDIVISION
2015 REVISED PRELIMINARY PLAT**
C&T Holdings, LLC
Scottsbluff, Nebraska

Sheet Title:
**GRADING AND
DRAINAGE PLAN**

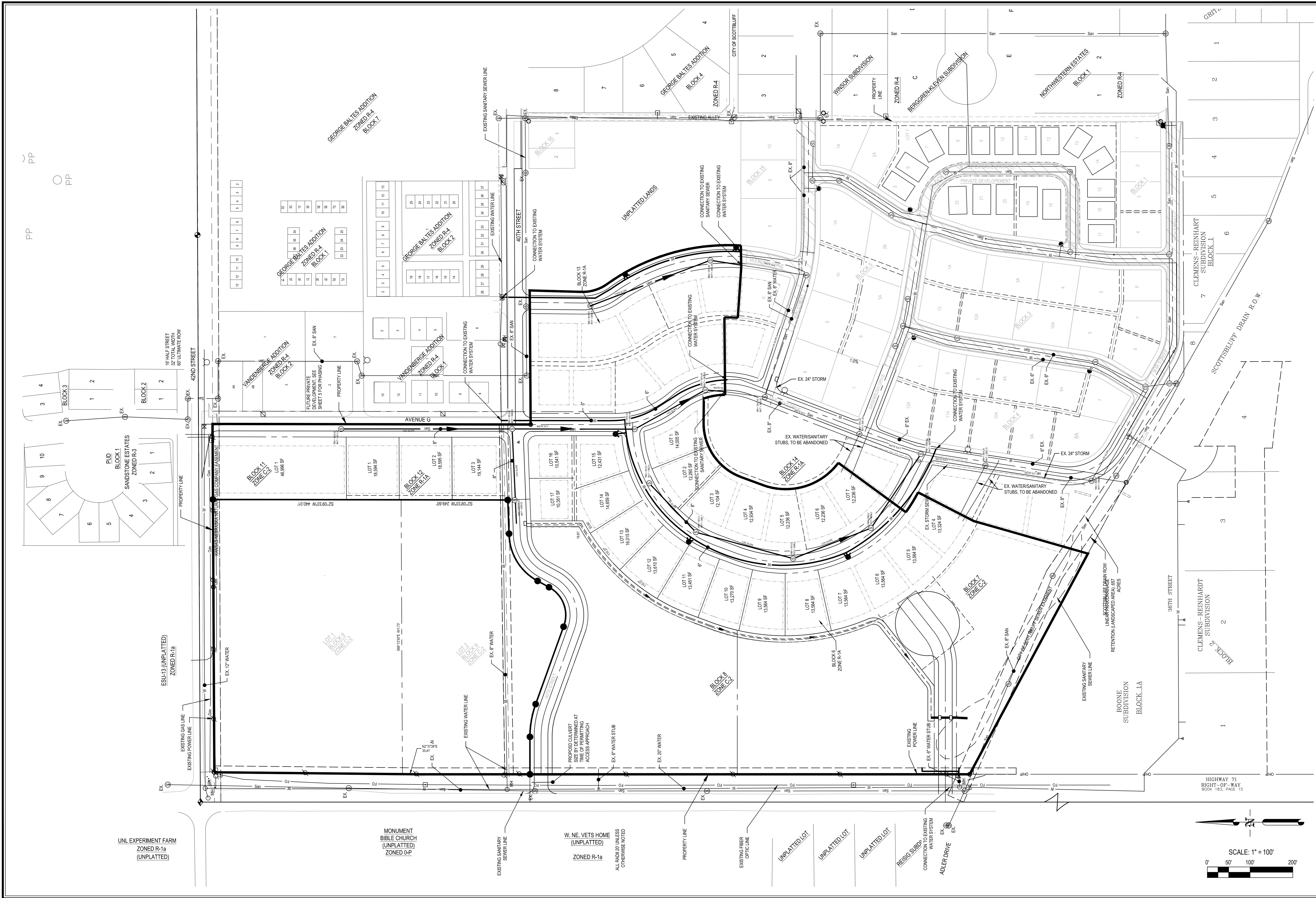
Date Issued: April 2, 2015

Project: 023-018-14
CAD File: 023-018 Preliminary Plat 2015.dwg
Design Drawing Check
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Sheet No.
C-1.04

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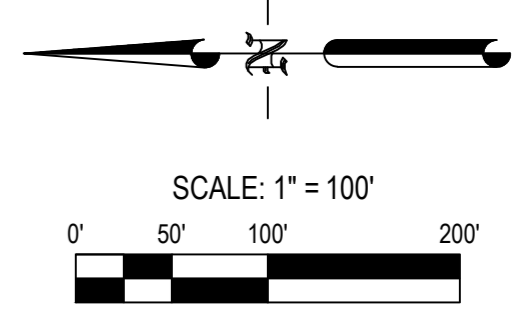


PP ○ PP

UNL EXPERIMENT FARM
ZONED R-1a
(UNPLATTED)

MONUMENT
BIBLE CHURCH
(UNPLATTED)
ZONED O-P

W. NE. VETS HOME
(UNPLATTED)
ZONED R-1a
ALL LOTS 20' UNLESS
OTHERWISE NOTED



Sheet Title:
UTILITY PLAN

Project: 023-018-14
CAD File:
023-018 Preliminary Plat 2015.dwg
Design Drawing Check
JWB JES

Sheet No.
C-1.05

Project Title:
**FIVE OAKS SUBDIVISION
2015 REVISED PRELIMINARY PLAT**
C&T Holdings, LLC
Scottsbluff, Nebraska

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City of Scottsbluff, Nebraska

Monday, May 18, 2015

Regular Meeting

Item Subdiv.3

Council to receive an update of the status of the Developer's Agreement for the Five Oaks Subdivision.

Staff Contact: Annie Folck, City Planner

City of Scottsbluff, Nebraska

Monday, May 18, 2015

Regular Meeting

Item Subdiv.4

Council to receive a report on the Proposed Final Plat for Lots 1 and 2, Block 9, Five Oaks Subdivision, situated in the NW ¼ of Section 14, T22N, R55W of the 6th P.M., Scotts Bluff County, Nebraska.

Staff Contact: Annie Folck, City Planner

Agenda Statement

Item No.

For meeting of: May 18, 2015

AGENDA TITLE: Final Plat for Lots 1 and 2, Block 9, Five Oaks Subdivision, situated in the NW ¼ of Section 14, T22N, R55W of the 6th P.M., Scotts Bluff County, Nebraska.

SUBMITTED BY DEPARTMENT/ORGANIZATION: Development Services

PRESENTATION BY:

SUMMARY EXPLANATION: The applicant(s), C and T Holdings and Jason and Sami Webb, represented by Baker and Associates, have requested approval of a final plat of Lots 1 and 2, Block 9, Five Oaks Subdivision. The property is situated south of 42nd Street, east of Highway 71.

This final plat request consists of Lot 1 which is approximately 6.46 acres and Lot 2, which is 4.62 acres. It will be served by existing water and sewer lines along Highway 71 and 42nd Street and will have access off of 42nd Street and (future) 40th Street (shown in final plat). It includes a utility and access easement on the east side of the property which will fulfill the requirement for alleys on commercial lots. The proposed right of way along 42nd Street is less than required by code; according to code, it should match the 50' ROW that is shown on adjacent property to the east. However, code does allow the Planning Commission to approve a lesser right of way, and they did recommend approving this final plat with the 40' ROW shown. This will be enough ROW for 42nd Street to be expanded to a 3 lane road in that area in the future.

BOARD/COMMISSION RECOMMENDATION: The Planning Commission at their regular meeting of May 11, 2015 made positive recommendation to City Council (see attached minutes)

STAFF RECOMMENDATION: Approve final plat and resolution for filing at the Register of Deeds

EXHIBITS

Resolution X Ordinance Contract Minutes x Plan/Map x

Other (specify) _____

NOTIFICATION LIST: Yes X No Further Instructions

APPROVAL FOR SUBMITTAL: _____
City Manager

**FINAL PLAT OF
BLOCK 9, FIVE OAKS SUBDIVISION,
CITY OF SCOTTSBLUFF, SCOTTS BLUFF COUNTY, NEBRASKA
AND UNPLATTED LANDS**

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



VICINITY MAP
NOT TO SCALE

INDEX OF SHEETS

PAGE 1	TITLE SHEET
PAGE 2	SIGNATURE SHEET
PAGE 3	PLAN SHEET

WEST OAK BLVD. ACCESS EASEMENT

A EASEMENT 52.00 FEET IN WIDTH RESERVED FOR FUTURE RIGHT OF WAY FOR WEST OAK BLVD, CONTAINING 37,005 SQ. FT. (0.850 ACRES) MORE OR LESS, IN THE NORTHWEST QUARTER OF SECTION 14, TOWNSHIP 22 NORTH, RANGE 55 WEST, OF THE 6TH PRINCIPAL MERIDIAN, IN THE CITY OF SCOTTSBLUFF, SCOTTS BLUFF COUNTY, NEBRASKA, SAID EASEMENT BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE NORTHWEST CORNER OF SECTION 14, TOWNSHIP 22 NORTH, RANGE 55 WEST, OF THE 6TH PRINCIPAL MERIDIAN, WHENCE THE WEST QUARTER CORNER OF SAID SECTION 14, BEARS SOUTH 02°03'39" WEST, A DISTANCE OF 2675.32 FEET; THENCE ALONG NORTH LINE OF THE NORTHWEST QUARTER OF SAID SECTION 14, SOUTH 88°13'30" EAST, A DISTANCE OF 707.67 FEET; THENCE SOUTH 01°46'30" WEST, A DISTANCE OF 33.00 FEET TO A POINT ON THE EXISTING SOUTH RIGHT OF WAY OF 42ND STREET, THENCE SOUTH 02°09'33" WEST, A DISTANCE OF 689.61 FEET TO THE POINT OF BEGINNING;

THENCE SOUTH 00°05'17" EAST, A DISTANCE OF 52.00 FEET;

THENCE SOUTH 89°54'43" WEST, A DISTANCE OF 82.98 FEET;

THENCE ON THE ARC OF A CURVE TO THE LEFT, A RADIUS OF 74.00 FEET, A CENTRAL ANGLE OF 58°58'46", A DISTANCE OF 76.17 FEET, (A CHORD BEARING SOUTH 60°25'21" WEST, A DISTANCE OF 72.86 FEET);

THENCE SOUTH 30°55'58" WEST, A DISTANCE OF 33.17 FEET;

THENCE ON THE ARC OF A CURVE TO THE RIGHT, A RADIUS OF 126.00 FEET, A CENTRAL ANGLE OF 80°56'53", A DISTANCE OF 178.01 FEET, (A CHORD BEARING SOUTH 71°24'24" WEST, A DISTANCE OF 163.57 FEET);

THENCE NORTH 68°07'09" WEST, A DISTANCE OF 194.52 FEET;

THENCE ON THE ARC OF A CURVE TO THE LEFT, A RADIUS OF 174.00 FEET, A CENTRAL ANGLE OF 19°49'11", A DISTANCE OF 60.19 FEET, (A CHORD BEARING NORTH 78°01'45" WEST, A DISTANCE OF 59.89 FEET);

THENCE NORTH 87°56'20" WEST, A DISTANCE OF 87.56 FEET, TO A POINT ON THE EAST RIGHT OF WAY LINE OF HIGHWAY 71 (AVENUE I);

THENCE ALONG SAID EXISTING RIGHT OF WAY LINE, NORTH 02°03'39" EAST, A DISTANCE OF 52.00 FEET;

THENCE DEPARTING SAID RIGHT OF WAY LINE, SOUTH 87°56'20" EAST, A DISTANCE OF 87.56 FEET;

THENCE ON THE ARC OF A CURVE TO THE RIGHT, A RADIUS OF 226.00 FEET, A CENTRAL ANGLE OF 19°49'23", A DISTANCE OF 78.19 FEET, (A CHORD BEARING SOUTH 78°01'39" EAST, A DISTANCE OF 77.80 FEET);

THENCE SOUTH 68°06'57" EAST, A DISTANCE OF 194.50 FEET;

THENCE ON THE ARC OF A CURVE TO THE LEFT, A RADIUS OF 74.00 FEET, A CENTRAL ANGLE OF 80°57'43", A DISTANCE OF 104.57 FEET, (A CHORD BEARING NORTH 71°24'12" EAST, A DISTANCE OF 96.08 FEET);

THENCE NORTH 30°55'20" EAST, A DISTANCE OF 33.14 FEET;

THENCE ON THE ARC OF A CURVE TO THE RIGHT, A RADIUS OF 126.00 FEET, A CENTRAL ANGLE OF 58°59'23", A DISTANCE OF 129.73 FEET, (A CHORD BEARING NORTH 60°25'02" EAST, A DISTANCE OF 124.07 FEET);

THENCE NORTH 89°54'43" EAST, A DISTANCE OF 82.99 FEET, MORE OR LESS, TO THE POINT OF BEGINNING.

THE ABOVE DESCRIBED PARCEL CONTAINS 37,005 SQ. FT. (0.850 ACRES), MORE OR LESS.

Sheet Revisions		
Date	Description	Initials
3-6-2015	DRAFTED FINAL PLAT	BEG

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120-EAST-16TH-STREET
SCOTTSBLUFF, NE-69361
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Final Plat of Block 9, Five Oaks Subdivision				
Title Sheet				
Baker Project Number: 023-005-15				
Project Location: City of Scottsbluff, Nebraska				
Owners: C & T Holdings, L.L.C.				
Project Code	Last Mod. Date	Subset	Sheet No.	
023	03-19-2015	1 of 3	1	

BLOCK 9 PROPERTY DESCRIPTION

A PARCEL OF LAND KNOW AS BLOCK 9 FIVE OAKS SUBDIVISION, CONTAINING 482,821 SQ. FT. (11.08 ACRES) MORE OR LESS, IN THE NORTHWEST QUARTER OF SECTION 14, TOWNSHIP 22 NORTH, RANGE 55 WEST, OF THE 6TH PRINCIPAL MERIDIAN, IN THE CITY OF SCOTTSBLUFF, SCOTTS BLUFF COUNTY, NEBRASKA, SAID TRACT OR PARCEL BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE NORTHWEST CORNER OF SECTION 14, TOWNSHIP 22 NORTH, RANGE 55 WEST, OF THE 6TH PRINCIPAL MERIDIAN, WHENCE THE WEST QUARTER CORNER OF SAID SECTION 14, BEARS SOUTH 02°03'39" WEST, A DISTANCE OF 2675.32 FEET; THENCE ALONG NORTH LINE OF THE NORTHWEST QUARTER OF SAID SECTION 14, SOUTH 88°13'30" EAST, A DISTANCE OF 69.51 FEET; THENCE SOUTH 01°46'30" WEST, A DISTANCE OF 33.00 FEET TO A POINT ON THE EXISTING SOUTH RIGHT OF WAY OF 42ND STREET AND TO THE POINT OF BEGINNING;

THENCE ALONG SAID EXISTING SOUTH RIGHT OF WAY OF 42ND STREET SOUTH 88°13'30" EAST, A DISTANCE OF 638.16 FEET;

THENCE DEPARTING SAID EXISTING SOUTH RIGHT OF WAY OF 42ND STREET, SOUTH 02°09'33" WEST, A DISTANCE OF 689.61 FEET;

THENCE SOUTH 89°54'43" WEST, A DISTANCE OF 82.99 FEET;

THENCE ON THE ARC OF A CURVE TO THE LEFT, A RADIUS OF 126.00 FEET, A CENTRAL ANGLE OF 58°59'23", A DISTANCE OF 129.73 FEET, (A CHORD BEARING SOUTH 60°25'02" WEST, A DISTANCE OF 124.07 FEET);

THENCE SOUTH 30°55'20" WEST, A DISTANCE OF 33.14 FEET;

THENCE ON THE ARC OF A CURVE TO THE RIGHT, A RADIUS OF 74.00 FEET, A CENTRAL ANGLE OF 80°57'43", A DISTANCE OF 104.57 FEET, (A CHORD BEARING SOUTH 71°24'12" WEST, A DISTANCE OF 96.08 FEET);

THENCE NORTH 68°06'57" WEST, A DISTANCE OF 194.50 FEET;

THENCE ON THE ARC OF A CURVE TO THE LEFT, A RADIUS OF 226.00 FEET, A CENTRAL ANGLE OF 19°49'23", A DISTANCE OF 78.19 FEET, (A CHORD BEARING NORTH 78°01'39" WEST, A DISTANCE OF 77.80 FEET);

THENCE NORTH 87°56'20" WEST, A DISTANCE OF 87.56 FEET TO A POINT ON THE EXISTING EAST RIGHT OF WAY OF HIGHWAY 71 (AVENUE I);

THENCE CONTINUING ALONG SAID EAST RIGHT OF WAY OF HIGHWAY 71 (AVENUE I), NORTH 02°03'39" EAST, A DISTANCE OF 262.75 FEET;

THENCE CONTINUING ALONG SAID EAST RIGHT OF WAY OF HIGHWAY 71 (AVENUE I), NORTH 02°37'26" EAST, A DISTANCE OF 475.46 FEET, MORE OR LESS, TO THE POINT OF BEGINNING;

SURVEYOR'S CERTIFICATE

I, CARL JOHN GILBERT, A DULY REGISTERED PROFESSIONAL LAND SURVEYOR IN THE STATE OF NEBRASKA, DO HEREBY CERTIFY THAT THIS PLAT TRULY AND CORRECTLY REPRESENTS THE RESULTS OF A SURVEY MADE IN MARCH 2015, BY ME OR UNDER MY DIRECT SUPERVISION AND THAT ALL MONUMENTS EXIST AS SHOWN HEREON; THAT MATHEMATICAL CLOSURE ERRORS ARE LESS THAN 1:50,000 AND THAT SAID PLAT HAS BEEN PREPARED IN FULL COMPLIANCE WITH ALL APPLICABLE LAWS OF THE STATE OF NEBRASKA DEALING WITH MONUMENTS, SUBDIVISIONS OR SURVEYING OF LAND AND ALL APPLICABLE PROVISIONS OF THE SCOTTS BLUFF COUNTY AND THE CITY OF SCOTTSBLUFF SUBDIVISION REGULATIONS.

I ATTEST THE ABOVE ON THIS ____ DAY OF _____, 2015.

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

**FINAL PLAT OF
BLOCK 9 ,FIVE OAKS SUBDIVISION,
CITY OF SCOTTSBLUFF, SCOTTS BLUFF COUNTY, NEBRASKA
AND UNPLATTED LANDS**

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

SURVEY NOTES

1. THIS SURVEY RELIES ON WESTERN PRAIRE TITLE & ESCROW CO. LLC, ORDER NO.: 13121653. NO TITLE SEARCH WAS MADE BY BAKER AND ASSOCIATES, INC., TO DETERMINE OWNERSHIP OR EASEMENTS OF RECORD. ALL TAX INFORMATION, LIENS, LEASES, ASSIGNMENTS, AGREEMENTS, MOTIONS, DECLARATIONS, PROVISIONS, CONDITIONS, RESERVATIONS, RESTRICTIONS, ZONING, COVENANTS, WATER AND MINERAL RIGHTS AND OBLIGATIONS FOR THE PROPERTY SHOWN HEREON ARE REFLECTED IN SAID TITLE COMMITMENT. BAKER AND ASSOCIATES INC. OBTAINED ADDITIONAL RIGHT OF WAY INFORMATION AND DOCUMENTS IN THE COURSE OF THE PLAT PREPARATION THAT ARE SHOWN HEREON AND ARE NOT REFLECTED ON SAID TITLE COMMITMENT
2. THE MONUMENTATION RECOVERED WAS LOCATED BY A COMBINATION OF GLOBAL POSITIONING SYSTEM (GPS) FAST STATIC, RTK AND RTK DATA LOGGING TECHNIQUES. CONVENTIONAL SURVEY METHODS WERE APPLIED WHEN REQUIRED.
3. BASIS OF BEARINGS: ALL BEARINGS ARE BASED ON THE LINE CONNECTING THE NORTHWEST CORNER OF SECTION 14, TOWNSHIP 22 NORTH, RANGE 55 WEST, OF THE 6TH PRINCIPAL MERIDIAN AND THE WEST SIXTEENTH CORNER OF SAID SECTION 14, BEING A GRID BEARING OF SOUTH 88°13'30" EAST A DISTANCE OF 1326.35' FEET AS OBTAINED FROM A GLOBAL POSITIONING SYSTEM (GPS) SURVEY BASED ON THE NEBRASKA HIGH ACCURACY REFERENCE NETWORK (NHARN). SAID GRID BEARING IS NAD 83 (2011) NEBRASKA STATE PLANE ZONE 2600.
4. ALL DIMENSIONS SHOWN HEREON ARE U.S. SURVEY FEET
5. NOTICE: YOU MUST COMMENCE ANY LEGAL ACTION BASED UPON ANY DEFECT IN THIS SURVEY WITHIN THREE (3) YEARS AFTER YOU FIRST DISCOVER SUCH DEFECT. IN NO EVENT MAY ANY ACTION, BASED UPON ANY DEFECT IN THIS SURVEY BE COMMENCED MORE THAN TEN (10) YEARS FROM THE DATE OF THE CERTIFICATION SHOWN HEREON.

APPROVAL AND ACCEPTANCE

THE FOREGOING PLAT OF BLOCK 9, FIVE OAKS SUBDIVISION, CITY OF SCOTTSBLUFF, SCOTTS BLUFF COUNTY, NEBRASKA AND UNPLATTED LANDS, WAS APPROVED BY THE MAYOR AND CITY COUNCIL OF THE CITY OF SCOTTSBLUFF, NEBRASKA, BY RESOLUTION DULY PASSED THIS _____ DAY OF _____, 2015.

BY:

RANDY MEININGER, MAYOR

SEAL

ATTESTED:

CITY CLERK

Sheet Revisions		
Date	Description	Initials
3-6-2015	DRAFTED FINAL PLAT	BEG

Baker & Associates Inc.
120-EAST-16TH-STREET
SCOTTSBLUFF, NE-69361
308-632-3123
www.baker-eng.com
Engineers * Architects * Surveyors
COPYRIGHT 2015

Final Plat of Block 9, Five Oaks Subdivision Signature Sheet				
Baker Project Number: 023-005-15				
Project Location: City of Scottsbluff, Nebraska				
Owners: C & T Holdings, L.L.C.				
Project Code	Last Mod. Date	Subset	Sheet No.	
023	03-19-2015	2 of 3	2	

OWNER'S STATEMENT

WE, THE UNDERSIGNED, BEING ALL THE OWNERS, MORTGAGEES, BENEFICIARIES OF DEEDS OF TRUST AND HOLDERS OF OTHER INTERESTS IN THE LAND DESCRIBED HEREIN, HAVE LAID OUT, SUBDIVIDED, AND PLATTED SAID LANDS INTO BLOCK 9 OF FIVE OAKS, AS SHOWN HEREON UNDER THE NAME AND SUBDIVISION OF FIVE OAKS BLOCK 9 THE ACCESS EASEMENTS OF WEST OAKS BLVD. AND THE 10' UTILITY EASEMENT, SHOWN HEREON ARE HEREBY DEDICATED FOR PUBLIC USE. THE ENTITIES RESPONSIBLE FOR PROVIDING THE SERVICES FOR WHICH THE RIGHT OF WAYS ARE ESTABLISHED ARE HEREBY GRANTED THE PERPETUAL RIGHT OF INGRESS AND EGRESS FROM AND TO ADJACENT PROPERTIES.

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

STATE OF NEBRASKA)
) SS
COUNTY OF SCOTTS BLUFF)

ACKNOWLEDGED BEFORE ME THIS ____ DAY OF _____, 2015,

BY _____
WITNESS MY HAND AND OFFICIAL SEAL

MY COMMISSION EXPIRES: _____

NOTARY PUBLIC

BY: _____
JASON WEBB

STATE OF NEBRASKA)
) SS
COUNTY OF SCOTTS BLUFF)

ACKNOWLEDGED BEFORE ME THIS ____ DAY OF _____, 2015,

BY _____
WITNESS MY HAND AND OFFICIAL SEAL

MY COMMISSION EXPIRES: _____

NOTARY PUBLIC

BY: _____
SAMI WEBB

STATE OF NEBRASKA)
) SS
COUNTY OF SCOTTS BLUFF)

ACKNOWLEDGED BEFORE ME THIS ____ DAY OF _____, 2015,

BY _____
WITNESS MY HAND AND OFFICIAL SEAL

MY COMMISSION EXPIRES: _____

NOTARY PUBLIC

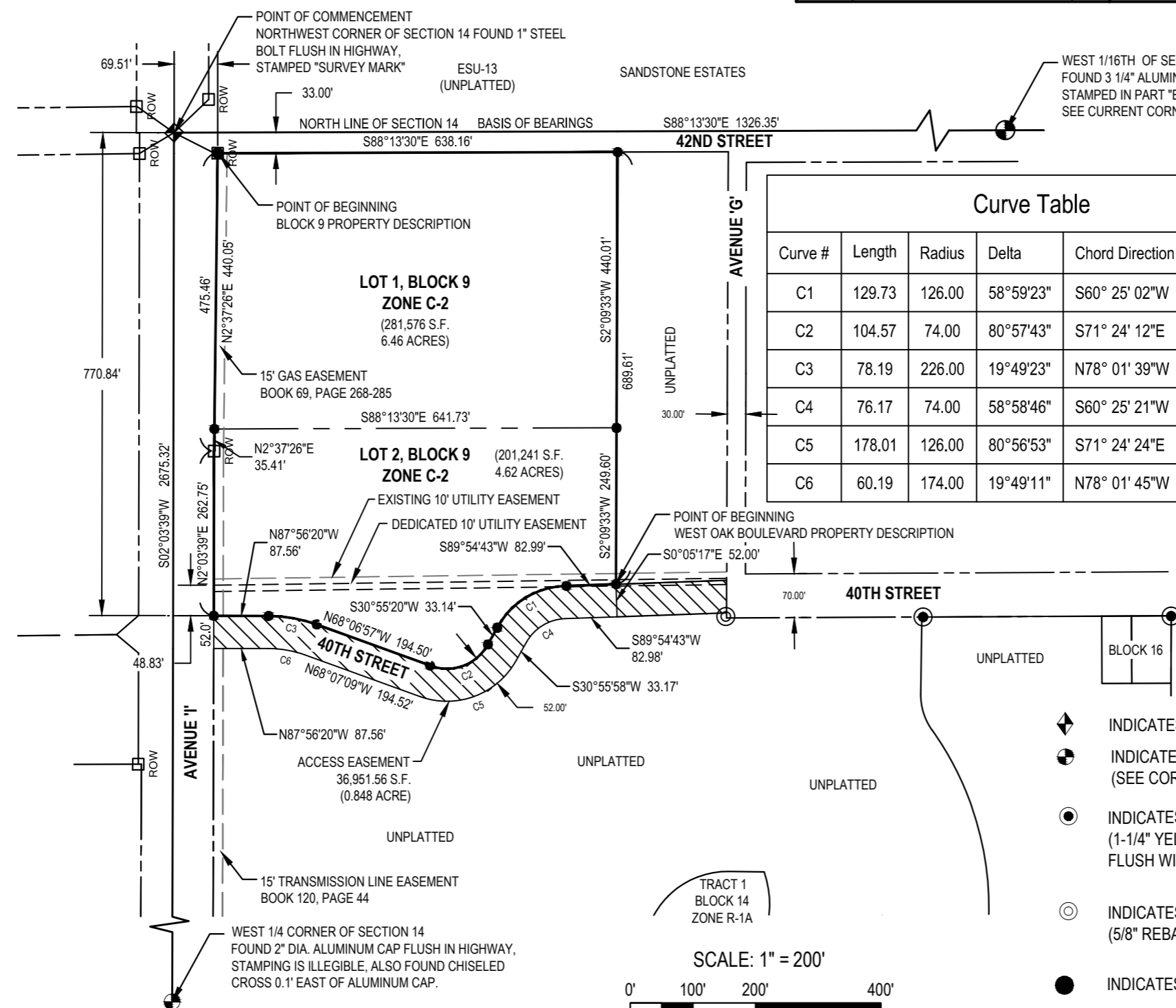
**FINAL PLAT OF
BLOCK 9, FIVE OAKS SUBDIVISION,
CITY OF SCOTTSBLUFF, SCOTTS BLUFF COUNTY, NEBRASKA
AND UNPLATTED LANDS**

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

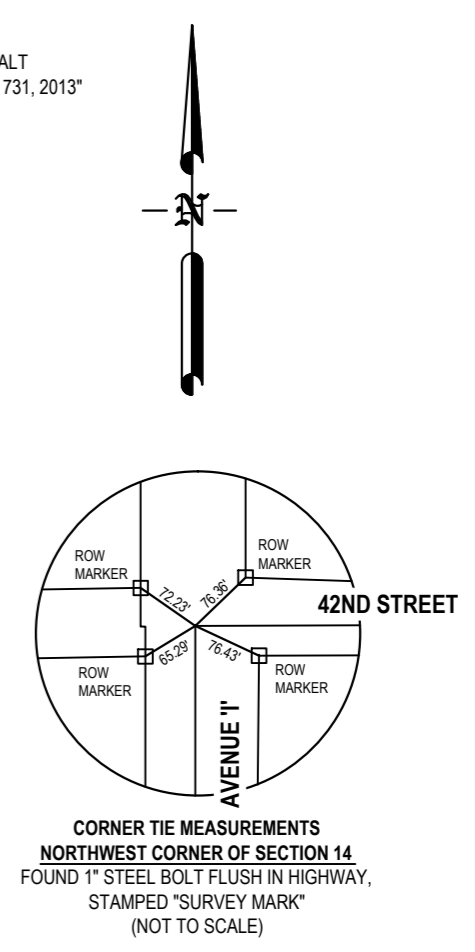
Sheet Revisions		
Date	Description	Initials
3-6-2015	DRAFTED FINAL PLAT	BEG

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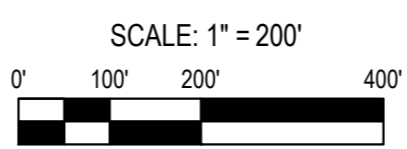
Final Plat of Block 9, Five Oaks Subdivision Plan Sheet				
Baker Project Number: 023-005-15				
Project Location: City of Scottsbluff, Nebraska				
Owners: C & T Holdings, L.L.C.				
Project Code	Last Mod. Date	Subset	Sheet No.	
023	03-19-2015	3 of 3	3	



Curve Table					
Curve #	Length	Radius	Delta	Chord Direction	Chord Length
C1	129.73	126.00	58°59'23"	S60°25'02"W	124.07
C2	104.57	74.00	80°57'43"	S71°24'12"E	96.08
C3	78.19	226.00	19°49'23"	N78°01'39"W	77.80
C4	76.17	74.00	58°58'46"	S60°25'21"W	72.86
C5	178.01	126.00	80°56'53"	S71°24'24"E	163.57
C6	60.19	174.00	19°49'11"	N78°01'45"W	59.89



- ◆ INDICATES FOUND SECTION CORNER
- INDICATES FOUND QUARTER CORNER (SEE CORNER RECORDS AND SURVEY FOR DETAILS)
- INDICATES FOUND PROPERTY EVIDENCE (1-1/4" YELLOW PLASTIC CAP ON 5/8" REBAR FLUSH WITH GROUND STAMPED PLS 603)
- INDICATES FOUND PROPERTY EVIDENCE (5/8" REBAR)
- INDICATES SET PROPERTY CORNER
- INDICATES FOUND NDOR CONCRETE RIGHT OF WAY MARKER



City of Scottsbluff, Nebraska

Monday, May 18, 2015

Regular Meeting

Item Reports1

Council to remove from the table the beverage contract with Pepsi Cola of Western Nebraska for city park facilities.

Staff Contact: Perry Mader, Park and Rec Director

City of Scottsbluff, Nebraska

Monday, May 18, 2015

Regular Meeting

Item Reports2

Council to consider the beverage contract with Pepsi Cola of Western Nebraska for city park facilities and authorize the Mayor to execute the contract.

Staff Contact: Perry Mader, Park and Rec Director

Agenda Statement

Item No.

For meeting of: May 18th, 2015

AGENDA TITLE: Council to approve beverage contract for City Parks and Recreation facilities.

SUBMITTED BY DEPARTMENT/ORGANIZATION: Parks and Recreation

PRESENTATION BY: City Manager Rick Kuckkahn

SUMMARY EXPLANATION: The Parks and Recreation Department would like to enter into a contract with PEPSI to be our beverage provider for our department. We have used Pepsi for several years now. We solicited for proposals and heard back from Coke and Pepsi locally. Attached is a copy of the Pepsi contract. The department was more comfortable with Pepsi because of our familiarity with their staff and product. We also liked that they were willing to list specific donated items and specific dollar amounts. Coke was proposing that we be paid based on sales, which is unpredictable and significantly less than years past because we no longer offer concessions at the outdoor Splash Arena.

Included in the contract is a unit cost break down, which shows us paying approximately \$1.00 per 20 oz bottle. We mark that up to \$1.50.

Purchasing from the store directly presents a few problems; 1. We don't have staff to constantly stock, haul, and re-stock several times per month. 2. The stores don't provide the 20 oz container, only 16.5 and 24. 3. **We would lose out on \$9000 over 3 years if we didn't contract.**

Pepsi has been a very reliable and generous vendor for the City. They have donated several items for our events and gave the City a \$7500 grant for Riverside Park.

Pepsi reorders, delivers and stocks the product.

Pepsi provides \$500 a year in product for our events.

EXHIBITS

Resolution x Ordinance Contract Minutes Plan/Map

Other (specify) _____

NOTIFICATION LIST: Yes No Further Instructions

APPROVAL FOR SUBMITTAL: _____
City Manager

Rev 3/1/99CClerk

EXCLUSIVE LICENSE AGREEMENT

Pepsi-Cola of Western Nebraska, LLC (“**Supplier**”) and City of Scottsbluff (“**Customer**”) located in Scottsbluff, NE hereby agrees as follows:

1. **Term**. The term of this Agreement will be for a period of Three (3) years beginning on May 1, 2015 and will continue through April 31, 2018 (the “**Term**”).
2. **Scope**. During the Term, Customer shall purchase from Supplier (i) Pepsi-Cola’s and Dr Pepper’s corporate branded premix and postmix products, as listed in Exhibit A, for use in preparing fountain beverage products sold under the trademarks of Pepsi-Cola and Dr Pepper; and (ii) Pepsi-Cola’s corporate branded packaged beverage products (including carbonated soft drinks, waters, isotonic, juices, juice drinks and/or coffee based beverages), as listed in Exhibit B, (collectively the “**Beverage Products**”) to be sold in each of the Customer’s existing and after-acquired outlets (collectively the “**Outlets**”). Supplier reserves the right to amend from time to time the Beverage Products listed on Exhibits A and B.
3. **Exclusive License**. Customer hereby grants to Supplier an exclusive license with respect to the Beverage Products as follows: the Beverage Products distributed by Supplier shall be the exclusive beverage products of their respective types sold, dispensed or otherwise made available in any manner or form, including vending machines, coolers and fountain equipment, or in any way displayed, represented or promoted at or in connection with Customer and/or Outlets (the “**Exclusive License**”).
4. **Equipment**. Equipment relating to the Beverage Products shall be provided, maintained, and repaired at Supplier’s expense. At all times, legal title to the Equipment shall belong to Supplier.
5. **Advertising**. The Exclusive License shall include the right of Supplier to be the sole advertiser of fountain and packaged beverage products at Outlets.
6. **Pricing**. A current delineation of the prices charged for the Beverage Products is set forth on Exhibit A attached hereto. Any changes to the pricing of the Beverage Products shall be mutually determined by both parties; provided, Supplier reserves the right to increase prices due to any increase in the prices it pays for Beverage Products.
7. **License Fee**. In consideration of the Exclusive License, Supplier shall pay Customer: (i) on or before May 1, 2015, the sum of two thousand dollars (\$2,000); and (ii) on or before May 1 of each year, beginning May 2016, the sum of one thousand two hundred dollars (\$1,200) (collectively the “**License Fee**”).
8. **Additional Consideration**. In addition to the License Fee, Supplier agrees to pay and provide to Customer the amounts, items, products and/or services set forth in Exhibit C attached hereto.
9. **Termination**. This Agreement may be terminated by either party if the other party shall be in breach or default under any one or more of its covenants or agreements contained

herein and such breach or default is not cured within thirty (30) days after written notice to the defaulting party.

10. **Remedies.** In the event of a default by a party, the non-defaulting party may exercise any and all rights and remedies allowed by law and/or equity.

11. **Binding Effect.** This Agreement shall be binding upon and inure to the benefit of the parties hereto and their successors and assigns.

DATED: _____

Pepsi-Cola of Western Nebraska, LLC

City of Scottsbluff

By _____

By _____

Print _____

Print _____

Title _____

Title _____

EXHIBIT A

Not applicable to this agreement.

EXHIBIT B

City of Scottsbluff AG 15

3

Packages	Units	Wholesale	Discount	Invoice Cost	Unit Cost
Carbonated Soft Drinks					
CSD PET 12 oz 3/8 Pack	12oz 3/8 pk	\$ 20.00	\$ 3.50	\$ 16.50	\$ 0.69
Mt Dew Kickstart 16/12 oz 12L	16 oz 12L	\$ 22.00	\$ 8.00	\$ 14.00	\$ 1.17
CSD PET 20 oz Bottles 24L	20 oz 24L	\$ 35.00	\$ 11.60	\$ 23.40	\$ 0.98
CSD PET Bottles 2 Liter 8L	2 Ltr 8L	\$ 20.00	\$ 8.95	\$ 11.05	\$ 1.38
Aquafina, Klarbrunn, Gatorade, Propel and Schweppes					
Aquafina 12 oz 3/8 Pack	12 oz 3/8 pk	\$ 20.00	\$ 3.85	\$ 16.15	\$ 5.38
Aquafina FlavorSplash 20 oz 24L	20 oz 24L	\$ 35.00	\$ 12.50	\$ 22.50	\$ 0.94
Aquafina 20 oz 24L	20 oz 24L	\$ 35.00	\$ 12.50	\$ 22.50	\$ 0.94
Aquafina 16.9 oz 24 Pack	16.9 oz 24L	\$ 20.00	\$ 11.70	\$ 8.30	\$ 8.30
Klarbrunn Vita Ice Bottles 17 oz 12L	17oz 12L	\$ 20.00	\$ 12.50	\$ 7.50	\$ 0.63
Propel Fitness Water 20 oz 24L	20 oz 24L	\$ 35.00	\$ 10.50	\$ 24.50	\$ 1.02
Gatorade 20 oz 24L	20 oz 24L	\$ 35.00	\$ 11.20	\$ 23.80	\$ 0.99
Lipton Tea					
Lipton Pure Leaf 18.5 oz 12L	18.5 oz 12L	\$ 20.00	\$ 5.30	\$ 14.70	\$ 1.23
Lipton Iced Tea 20 oz 24L	20 oz 24L	\$ 35.00	\$ 11.60	\$ 23.40	\$ 0.98
Rockstar, AMP and No Fear Energy					
Rockstar 16 oz 24L	16 oz 24L	\$ 50.00	\$ 16.00	\$ 34.00	\$ 1.42
Mt Dew AMP / No Fear 16 oz 12L	16 oz 12L	\$ 25.00	\$ 7.50	\$ 17.50	\$ 1.46
All Other Non-Carbonated Beverage					
Hog Wash 10 oz 12L	10 oz 12L	\$ 10.00	\$ 1.40	\$ 8.60	\$ 0.72
Muscle Milk 14 oz 12L	14 oz 12L	\$ 33.00	\$ 6.25	\$ 26.75	\$ 2.23
Ocean Spray 15.2 oz 12L	15.2 oz 12L	\$ 20.00	\$ 5.30	\$ 14.70	\$ 1.23
SoBe Lifewater 20 oz 12L	20 oz 12L	\$ 20.00	\$ 6.50	\$ 13.50	\$ 1.13

EXHIBIT C

Additional Programs and Support

- Annual Free Product for Athletics or Special Events \$ 500 Value

City of Scottsbluff, Nebraska

Monday, May 18, 2015

Regular Meeting

Item Reports3

Council to approve the contract for concessions at Lacy Park and authorize the Mayor to execute the contract.

Staff Contact: Perry Mader, Park and Rec Director

Agenda Statement

Item No.

For meeting of: May 18th, 2015

AGENDA TITLE: Council to approve contract for concessions at Lacy Park.

SUBMITTED BY DEPARTMENT/ORGANIZATION: Parks and Recreation

PRESENTATION BY: City Manager Rick Kuckkahn

SUMMARY EXPLANATION: The Parks and Recreation Department is requesting permission to contract Jessica Rivera to run concessions at Lacy Park. Contract is attached.

EXHIBITS

Resolution x

Ordinance

Contract

Minutes

Plan/Map

Other (specify) _____

NOTIFICATION LIST: Yes No Further Instructions

APPROVAL FOR SUBMITTAL: _____

City Manager

Rev 3/1/99CClerk

AGREEMENT

THIS AGREEMENT is made between the City of Scottsbluff, Nebraska, a Municipal Corporation (hereinafter called "CITY") and Jessica Rivera (hereinafter called "RIVERA").

1. The CITY grants to RIVERA the privilege of operating a concession stand at Lacy Park for the period May 5th, 2015 through and including August 15, 2015. RIVERA may use all equipment belonging to the CITY located within the concession stand. For this privilege, RIVERA will pay to the CITY the sum of \$100.00 per month, beginning May 5, 2015, and on the fifth day of each and every month thereafter, through July 5, 2015. August payment will be prorated to \$25 for a sum total of \$325.00. Such payments will be made at City Hall.

2. RIVERA will open the concession stand no later than five thirty p.m. and close it no earlier than 9:30 p.m. each league night for the term of this Agreement. RIVERA will also keep the concession stand open during weekend tournaments. If inclement weather causes cancellation of games during a particular period of time, RIVERA is not required to keep the concession stand open during that period of time. RIVERA will provide adult supervision for any individuals under sixteen years of age who participate in the operation of the concession stand.

3. All equipment of the CITY located within the concession stand may be used by RIVERA but shall be kept in good working order and restored to the CITY in as good condition as it was when the Agreement began, reasonable wear and tear accepted.

4. Due to a preexisting Agreement, only soft drinks distributed through the Pepsi Cola Company may be sold. No alcoholic beverages may be sold. Otherwise the CITY places no restrictions upon concessions that may be sold or the prices to be charged therefor, provided however that such prices shall be reasonable.

5. RIVERA will keep the concession area in clean and sanitary condition, and will comply with all applicable ordinances, regulations, including the regulations of the Department of Health.

6. The CITY may cancel the Agreement at any time and for any reason.

7. RIVERA will operate the concession stand as an independent contractor and not as an employee of the CITY. The CITY has no control over the manner in which RIVERA carries out her obligations under this Agreement. All profits earned in operating the concession stand are the exclusive property of RIVERA, and the CITY shall have no claim to such profits. Any losses incurred by RIVERA in the operation of the concession stand shall be borne by RIVERA and the CITY shall have no obligation to reimburse any portion of such loss to RIVERA. RIVERA may employ subcontractors or others to assist in the carrying out of RIVERA's obligations. All products sold at the concession stand will be provided by RIVERA at

RIVERA's expense.

8. During the term of this Agreement, RIVERA will maintain public liability insurance in an amount of not less than \$1,000,000.00. Such insurance policy will show the City as an additional insured. Certificates in a form acceptable to the City for all insurance will be furnished to the City before RIVERA is allowed access to the City's facilities.

IN WITNESS WHEREOF, the parties have executed this Contract on the day and year first herein written.

DATED: _____, 2015.

CITY OF SCOTTSBLUFF, NEBRASKA

By _____

Title: _____

By _____
Jessica Rivera

Attest:

City Clerk Seal

S:\JSchlager\My Documents\CITY\PARKS\Concession contract2014.wpd4/17/08

City of Scottsbluff, Nebraska

Monday, May 18, 2015

Regular Meeting

Item Reports4

Council to receive an update of the downtown development project.

Staff Contact: Annie Folck, City Planner

City of Scottsbluff, Nebraska

Monday, May 18, 2015

Regular Meeting

Item Reports5

Council to receive an update of the comprehensive development plan.

Staff Contact: Annie Folck, City Planner

City of Scottsbluff, Nebraska

Monday, May 18, 2015

Regular Meeting

Item Reports6

Council to receive a report on the Regional Economic Development interlocal meeting.

Staff Contact: Rick Kuckkahn, City Manager

City of Scottsbluff, Nebraska

Monday, May 18, 2015

Regular Meeting

Item Reports7

Council discussion and instructions to staff regarding Simon Contractor's liquidated damages.

Staff Contact: Mark Bohl, Public Works Director

Agenda Statement

Item No.

For Meeting of: May 18, 2015

AGENDA TITLE: Council to discuss liquidated damages from Simon Contractors on Avenue I project.

SUBMITTED BY: Mark Bohl, Director of Public Works

PRESENTATION BY: Rick Kuckkahn, City Manager

SUMMARY EXPLANATION: Council to discuss liquidated damages from Simon Contractors on Avenue I project; 27th Street to South Beltline Highway. Please see attached letter on recommendation from City of Scottsbluff.

BOARD/COMMISSION RECOMMENDATION:

STAFF RECOMMENDATION: Council to recommend allowance of 20 days to replace Perkin's contractors and deduct \$54,600 from \$178,753.79 being withheld for a total of \$124,153.79 as liquidated damages in the City's credit. Please see attached letter from Simon Contractors and city letter.

EXHIBITS

Resolution Ordinance Contract Minutes Plan/Map

Other (specify) Simon Contractors letter, city letter.

Notification List: Yes No Further Instructions

APPROVAL FOR SUBMITTAL: _____

City Manager



SIMON CONTRACTORS

1914 W. Overland, PO Box 147, Scottsbluff, NE 69361. Phone 308-632-4111, Fax 308-632-4111

May 4, 2015

Rick Kuckkahn
City Manager
City of Scottsbluff
2525 Circle Drive
Scottsbluff, NE 69361

Re: URB-5703(2), Avenue I, Liquidated Damages

Dear Mr. Kuckkahn:

I attended the January 5, council meeting and requested that all damages being withheld on the above referenced project be waived because of the reasons spelled out in my letter dated October 17, 2014. The council requested that we meet with you and discuss a potential compromise. We met on January 9th and called Claude Oie of NDOR regarding the procedures and requirements of the DBE program when a DBE subcontractor defaults on their subcontract. During that meeting you requested that we make another request once the damages were finalized.

Simon Contractors has since received NDOR estimate number 6 for the above referenced project and the amount of liquidated damages has been adjusted to \$141,960.00 which matches the corrected day count. There has also been an additional \$36,793.79 withheld by the Department of Labor to compensate Perkins and Perkins employees that had not been paid. The total being withheld is \$178,753.79.

I would like to amend my previous request of alleviating all liquidated damages. Please consider not charging liquidated damages for days that were counted while Perkins and Perkins was not on the project as scheduled (8 days), and the time it took to find a replacement subcontractor (12 days). These 20 days would result in a credit to the contract of \$54,600.

It took the replacement subcontractor seven days to remove and replace Perkins and Perkins defective work. Please consider alleviating three of these seven days. This would result in an additional credit to the project of \$8,190.

Thank you for your consideration in this matter. Please contact me at 970-520-5032 if you have any questions.

Respectfully,

A handwritten signature in black ink, appearing to read "Darren Gebhart".

Darren Gebhart
Simon Contractors

Mark Bohl

From: Mark Bohl
Sent: Wednesday, May 13, 2015 12:28 PM
To: Rick Kuckkahn
Cc: Nathan Johnson
Subject: Simon Contactors

Rick, As requested I have the Letter from Simon's which is asking for reduced Liquidated damages due to the default of the sub-contractor that Simon's hired for Avenue I from the Beltline Highway to 27th street. I would like to make a few comments:

- 1) We the City only approve the Prime Contractor on any State let projects and the prime for this project was Simon Contractors.
- 2) This project began on April 6th 2014 and we are still not complete to date.
- 3) Simon's had choices when they chose Perkins and Perkins as there DBE for this project and we had no say in that decision.
- 4) The additional \$36,793.79 that the Department of Labor has withheld is for the DBE not paying there help and it was turned into the Dept. Of Labor for review and since Simon's was the General they are on the hook for that amount and should not be considered in this decision.
- 5) As we talked about some fairness to the general it was discussed that we give them the 20 days that there was no work going on while Simon's looked for another contractor to finish the work and again no fault of the City.
- 6) Simon's has ask for an additional 3 days of the 7 days that it took for another contractor to come in and remove Perkins work in certain areas of the project and once again that is the fault of the DBE and not the City in any way.

I could continue on about this project and here we are more than a year later and we are still not complete. I feel that after visiting with yourself and Legal counsel that we allow the 20 days that nobody was on site which results in a \$54,600 credit to the contractor. I do not believe that we owe any days that it took for someone to come in and remove and replace sub standard work that perkin's had done due to the fact that Simon's had folks on site as well as the Engineer we hired to be there watching our best interest. They ask for an additional 3 days from the 7 it took for the replacement contractor to once again replace work that Perkin's placed and I do not agree since the over sight should have been there and caught the mistakes early on. The 3 days they ask would be an additional \$8,190. My recommendation is that we allow the 20 days it took to replace Perkin's and Perkin's and deduct the \$54,600 from the \$178,753.79 being withheld for a total of \$124,153.79 as Liquidated damages in the City's credit.

City of Scottsbluff, Nebraska

Monday, May 18, 2015

Regular Meeting

Item Resolut.1

Council to consider an Ordinance providing for the levy of a Retail Business Occupation Tax (third reading).

Staff Contact: Rick Kuckkahn, City Manager

ORDINANCE NO. ____

AN ORDINANCE PROVIDING FOR AGREEMENT TO THE LEVY OF A RETAIL BUSINESS OCCUPATION TAX; THE LEVY OF A RETAIL BUSINESS OCCUPATION TAX; ESTABLISHING DEFINITIONS; PROVIDING FOR THE ADMINISTRATION, COLLECTIONS, RETURNS, DELINQUENCIES AND RECOVERY OF UNPAID AMOUNTS RELATED TO SUCH OCCUPATION TAX; SPECIFYING HOW SUCH TAX REVENUE WILL BE USED; PROVIDING A SUNSET PROVISION FOR THE TAX; PROVIDING FOR PUBLICATION IN PAMPHLET FORM, PROVIDING FOR AN EFFECTIVE DATE AND RELATED MATTERS

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

Section 1. Findings and Determinations. The Mayor and Council of the City of Scottsbluff, Nebraska (the “City”) finds and determines as follows:

(a) Pursuant to Chapter 18, Article 21, Reissue Revised Statutes of Nebraska, as amended (the “Act”), the Community Development Agency of the City of Scottsbluff (the “CDA”) has prepared and adopted the **CITY OF SCOTTSBLUFF REDEVELOPMENT PLAN FOR THE MONUMENT MALL REHABILITATION** which, in part, (1) provides for the development of a commercial shopping center (the “**Redevelopment Project**”) in the Redevelopment Project Area as shown on **Exhibit “A”** (attached and incorporated by reference) and (2) designates the area shown in **Exhibit “B”** (attached and incorporated by reference) as an “enhanced employment area” as defined in Section 18-2103(22) of the Act (the “**Enhanced Employment Area**”).

(b) Pursuant to Section 18-2142.02 of the Act, the City is authorized to agree to and to levy and collect a general business occupation tax upon the businesses and users of space within the Enhanced Employment Area for the purpose of paying all or any part of the costs and expenses of the Enhanced Employment Project within the Enhanced Employment Area.

(c) It is necessary, desirable, advisable and in the best interests of the City that a general business occupation tax be imposed within the Enhanced Employment Area as provided by the Act for the purpose set forth in Section 1(b).

Section 2. Definitions. As used in this Ordinance, the following words and phrases shall have the meanings ascribed to them in this Section 2, except where the context clearly indicates or requires a different meaning:

(a) “**Person**” means any natural person, individual, partnership, association, organization or corporation of any kind or character engaging in the business of operating a General Retail Business.

(b) “**General Retail Business**” means any activity engaged in by any Person or caused to be engaged in by such Person in which products or services are sold, leased or rented for any purpose other than for resale, sublease or subrent, except that “General Retail Business” shall not mean any transaction which is subject to tax under Sections 53-160, 66-489, 66-489.02, 66-4,140, 66-4,145, 66-4,146, 77-2602 or 77-4008 of the Nebraska Revised Statutes or which is exempt from tax under Section 77-2704.24 of the Nebraska Revised Statutes.

(c) “**Taxpayer**” shall mean any Person engaged in the business of operating a General Retail Business as herein defined who is required to pay the tax herein imposed.

Section 3. Agreement to Impose Tax. The City agrees to impose an occupation tax upon every Person operating a General Retail Business within the Enhanced Employment Area, and the Mayor and City Clerk are authorized and directed to execute such documents and take such actions as are necessary to carry out this Ordinance, including, but not limited to, entering into a Redevelopment Contract with the CDA and a redeveloper in substantially the form as set forth in **Exhibit “C”**.

Section 4. Tax Imposed; Collection of Tax.

(a) On or after _____20__ and in each calendar month thereafter there is imposed a retail business occupational tax upon each and every Person operating a General Retail Business within the Enhanced Employment Area for any period of time during a calendar month. The amount of such tax shall be one half percent (0.50%) of all General Retail Business transactions which the State of Nebraska is authorized to impose a tax as allowed by the Nebraska Local Option Revenue Act for each calendar month derived from the General Retail Business subject to this tax. Such tax shall be imposed on transactions which the State of Nebraska is authorized to impose a tax as allowed by the Nebraska Local Option Revenue Act resulting from the sales of products or services within the limits of the Enhanced Employment Act Area which are subject to the sales and use tax imposed by the State of Nebraska, except that no occupation tax shall be imposed on any transaction which is subject to tax under Sections 53-160, 66-489, 66-489.02, 66-4,140, 66-4,145, 66-4,146, 77-2602 or 77-4008 of the Nebraska Revised Statutes or which is exempt from tax under Section 77-2704.24 of the Nebraska Revised Statutes.

(b) The Person engaged in operating a General Retail Business may itemize the tax levied on a bill, receipt, or other invoice to the purchaser, but each Person engaged in such business shall remain liable for the tax imposed by this Ordinance.

Section 5. Business Classifications. Pursuant to Section 18-2142.02 of the Act, the City makes the following classifications of businesses, users of space, or kinds of transactions for purposes of imposing the occupation tax:

(a) **General Retail Business:** means any activity engaged in by any Person or caused to be engaged in by such Person in which products or services are sold, leased or rented for any purpose other than for resale, sublease or subrent, except that “General Retail Business” shall not mean any transaction which is subject to tax under Sections 53-160, 66-489, 66-489.02, 66-4,140, 66-4,145, 66-4,146, 77-2602 or 77-4008 of the Nebraska Revised Statutes, as amended, or

which is exempt from tax under Section 77-2704.24 of the Nebraska Revised Statutes, as amended.

(b) **Non-Occupation Tax Retail:** means users of space, or kinds of transactions where an occupation tax cannot be imposed pursuant to Section 18-2142.02 of the Act, which includes, but is not limited to 1) manufacturers or wholesalers of alcoholic liquor; 2) producers, suppliers, distributors, wholesalers, or importers of motor fuel and/or gasoline; 3) stamping agents engaged in distributing or selling cigarettes at wholesale; 4) the first owner of tobacco products in the state of Nebraska; and 5) the gross receipts from the sale, lease, or rental of and the storage use, or other consumption of food or food ingredients except for prepared food and food sold through vending machines.

c) **Other:** businesses that are not either General Retail or Non-Occupation Tax Retail.

Section 6. Return. Each and every Person engaged in the operation of a General Retail Business within the Enhanced Employment Area for the calendar month beginning _____20__, and for each and every month thereafter, shall prepare and file, on or before the 25th day of the following month thereafter on a form prescribed and furnished by the City Manager, a return for such month, and at the same time pay to the City the tax herein imposed. The return shall be verified and sworn to by the officer in charge of the business. The return shall be considered filed on time if mailed in an envelope properly addressed to the City Manager, postage prepaid and postmarked before midnight of the 25th day of the appropriate month.

Section 7. Tax Cumulative.

(a) The levy of the tax under this Ordinance is in addition to all other fees, taxes, excises and licenses levied and imposed under any contract or any other ordinances of the City, in addition to any fee, tax, excise or license imposed by the State of Nebraska.

(b) Payment of the tax imposed by this Ordinance shall not relieve the Person paying the same from payment of any other tax now or hereafter imposed by contract or ordinance or by this Ordinance, including those imposed for any business or occupation he or she may carry on, unless so provided therein. The occupational tax imposed by this Ordinance shall be cumulative except where otherwise specifically provided.

Section 8. Use of Revenue. The one half percent (0.50%) occupation tax imposed by this Ordinance, less any administrative expenses, shall be used to fund any expenditures that the City is lawfully authorized to make in connection with the Enhanced Employment Project as permitted by the Act.

Section 9. Failure to File Return; Delinquency; Assessment by the City Manager

(a) If any Person neglects or refuses to file a return or make payment of the taxes as required by this Ordinance, the City Manager shall make an estimate, based upon such information as may be reasonably available, of the amount of taxes due for the period or periods for which the Taxpayer is delinquent, and upon the basis of such estimated amount, compute and assess in addition thereto a penalty equal to one percent (1.00%) thereof, together with interest on such delinquent taxes, at the rate of ten percent (10.00%), per month, or fraction thereof from the date when due. Any such interest due may be compounded quarterly.

(b) The City Manager shall give the delinquent Taxpayer written notice of such estimated taxes, penalty, and interest, which notice must be served personally or by certified mail.

(c) Such estimate shall thereupon become an assessment and such assessment shall be final and due and payable from the Taxpayer to the City Manager ten (10) days from the date of service of the notice or the date of mailing by certified mail; however, within such ten (10) day period the delinquent Taxpayer may petition the City Manager for a revision or modification of such assessment and shall, within such ten-day period, furnish the City Manager the facts and correct figures showing the correct amounts of such taxes.

(d) Such petition shall be in writing, and the facts and figures submitted shall be submitted in writing and shall be given under oath of the Taxpayer.

(e) The City Manager may then modify such assessment in accordance with the facts which he or she deems correct. Such adjusted assessment shall be made in writing, and notice thereof shall be mailed to the Taxpayer within ten (10) days; and all such decisions shall become final upon the expiration of thirty (30) days from the date of service, unless proceedings are commenced within that time for appeal in the District Court.

Section 10. Administration; Miscellaneous Provision.

(a) The administration of the provisions of this Ordinance are vested in the City Manager, or his designee, who shall prescribe forms in conformity with this Ordinance for the making of returns, for the ascertainment, assessment and collection of the tax imposed hereunder, and for the proper administration and enforcement hereof.

(b) All notices required to be given to the Taxpayer under the provisions of this Ordinance shall be in writing. Notices shall be mailed by registered or certified mail, postage prepaid, return receipt requested, to the Taxpayer at his or her last known address.

(c) It shall be the duty of every Taxpayer to keep and preserve suitable records and other books or accounts as may be necessary to determine the amount of tax for which he/she is liable hereunder.

(1) Records of the transitions which the State of Nebraska is authorized to impose a tax allowed by the Nebraska Local Option Revenue Act by which this tax is measured

shall be kept separate and apart from the records of other sales or receipts in order to facilitate the examination of books and records as necessary for the collection of this tax.

(2) It shall be the duty of every Taxpayer to keep and preserve for a period of four (4) years all such books, invoices and other records, which shall be open for examination at any time by the City Manager or his or her duly designated persons. If such Person keeps or maintains his books, invoices, accounts or other records, or any thereof, outside of the state, upon demand of the City Manager he/she shall make the same available at a suitable place within the City, to be designated by the City Manager, for examination, inspection and audit by the City Manager or his or her duly authorized persons. The Taxpayer shall reimburse the City for the reasonable costs of examination, inspection and audit if the City Manager determines that the Taxpayer paid ninety percent or less of the tax owing for the period of the examination.

(3) The City Manager, in his or her discretion, may make, permit or cause to be made the examination, inspection or audit of books, invoices, accounts or other records so kept or maintained by such Person outside of the state at the place where same are kept or maintained or at any place outside the state where the same may be made available, provided such Person shall have entered into a binding agreement with the City to reimburse it for all costs and expenses incurred by it in order to have such examination, inspection or audit made in such place.

(d) For the purpose of ascertaining the correctness of a return, or for the purpose of determining the amount of tax due from any Person, the City Manager or his or her duly authorized persons, may conduct investigations concerning any matters covered by this Ordinance; and may examine any relevant books, papers, records or memoranda of any such Person.

Section 11. Recover of Unpaid Tax by Action at Law

(a) The City Manager may also treat any such taxes, penalties or interest due and unpaid as a debt due the City.

(b) In case of failure to pay all or any portion of the tax, or any penalty or interest when due, the City may recover at law the amount of such taxes, penalties and interest in any court of Scotts Bluff County, Nebraska or any other county having jurisdiction over the Taxpayer.

(c) The return of the Taxpayer or the assessment made by the City Manager, as herein provided, shall be prima facie proof of the amount due.

(d) The City Attorney may commence an action for the recovery of taxes due under this Ordinance and this remedy shall be in addition to all other existing remedies, or remedies provided in this Ordinance.

Section 12. Suspension or Revocation of Licenses for Failure to Pay Tax; Hearing. If the City Manager or the City Manager's designee, after holding a hearing, shall find that any Person has willfully evaded payment or collection and remittance of the tax imposed by

this Ordinance, such official may suspend or revoke any City license, permit or other approval held by such tax evader. Such Person shall have an opportunity to be heard at such hearing to be held not less than seven (7) days after notice is given of the time and place of the hearing to be held, addressed to the last known place of business of such Person. Pending the notice, hearing and finding, any licensee, permit or other approval issued by the City to the Person may be temporarily suspended. No suspension or revocation shall release or discharge the Person from civil liability for the payment or collection and remittance of the tax, nor from prosecution for such offense.

Section 13. Sunset Provision. The occupation tax imposed by this Ordinance shall terminate and collection of the tax shall cease upon the earlier of 1) payment in full of all indebtedness issued by the City pursuant to the provisions of Section 18-2124 of the Act, for which such occupation tax receipts have been pledged; or, 2) twenty (20) years after the effective date of the Ad Valorem Tax Provision, as provided for in the Redevelopment Contract.

Section 14. Conflicts. All ordinances, resolutions, or orders, or parts thereof in conflict with the provisions of this Ordinance are to the extent of such conflict hereby repealed.

Section 15. Severability. If any section, paragraph, clause or provision of this Ordinance shall for any reason be held to be invalid, the validity of the remainder shall not be affected.

Section 16. Headings of Section Not Controlling. The headings of sections of this Ordinance are set forth for convenience of reference only and shall not affect the construction or interpretation of this Ordinance or any section.

Section 17. Effective Date. This Ordinance shall be published in pamphlet form as authorized by section 16-403 of the Nebraska Revised Statutes with distribution to be made by making copies available to any interested person at the City office and shall take effect upon its passage and publication as provided by law.

DATED: May ___, 2015

CITY OF SCOTTSBLUFF, NEBRASKA

By: _____

Mayor

ATTEST:

By: _____

Clerk

EXHIBIT "A"

REDEVELOPMENT PROJECT AREA

Lot 3, Block 3, Third Replat of Lots 3 and 4, Block 3, Northeast Second Add Replat No. 2 and Lot 2, Block 3, Northeast Second Add Replat No. 2

EXHIBIT “B”
ENHANCED EMPLOYMENT ACT AREA

To be supplied

EXHIBIT "C"
REDEVELOPMENT CONTRACT

City of Scottsbluff, Nebraska

Monday, May 18, 2015

Regular Meeting

Item Resolut.2

Council to consider an Ordinance annexing approximately 32.67± acres of the Five Oaks Subdivision, situated south of 42nd Street and East of Avenue I to the current city limits line into the Corporate Limits of the City of Scottsbluff (third reading).

Staff Contact: Rick Kuckkahn, City Manager

ORDINANCE NO. _____

AN ORDINANCE ANNEXING A PARCEL OF LAND CONSISTING OF 1,423,091 SQ. FT. (32.67 ACRES), MORE OR LESS, IN THE NORTHWEST QUARTER OF SECTION 14, TOWNSHIP 22 NORTH, RANGE 55 WEST, OF THE 6TH PRINCIPAL MERIDIAN, IN SCOTTS BLUFF COUNTY, NEBRASKA, SAID TRACT OR PARCEL BEING MORE PARTICULARLY DESCRIBED BELOW.

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

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

A parcel of land consisting of 1,423,091 sq. ft. (32.67 acres), more or less, in the Northwest Quarter of Section 14, Township 22 North, Range 55 West, of the 6th Principal Meridian, in Scotts Bluff County, Nebraska, said tract or parcel being more particularly described as follows:

COMMENCING at the Northwest corner of Section 14, Township 22 North, Range 55 West, of the 6th Principal Meridian, whence the west quarter corner of said Section 14, Bears South 02°03'39" West, a distance of 2675.32 feet; Thence along the north line of the northwest quarter of said Section 14, South 88°13'30" East, a distance of 502.95 feet; Thence South 01°46'30" East, a distance of 33.00 feet to a point on the existing south right of way of 42nd Street and to the **POINT OF BEGINNING**;

Thence along said existing south right of way line of 42nd Street South 88°13'30" East, a distance of 381.22 feet to a point of the existing west right of way of Avenue G;

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

Thence along said existing south right of way line of 40th street, South 88°19'45" East, a distance of 598.64 feet to a point on the west line of Five Oaks Block 16;

Thence along said west line of Block 16, South 01°40'30" West, a distance of 107.50 feet;

Thence along the south line of Five Oaks Block 16, South 88°19'45" East, a distance of 110.02 feet to a point on the west right of way line of an existing alley;

Thence along said west of right of way line, South 02°05'08" West, a distance of 389.08 feet;

Thence departing said west right of way line, North 87°55'06" West, a distance of 290.53 feet to a point at the northeast corner of the existing right of way of Mulberry Street dead end;

Thence along the north line of the end of the existing Mulberry Street, North 88°52'18" West, a distance of 52.17 feet;

Thence departing said Mulberry Street North 83°57'32" West, a distance of 117.00 feet;

Thence on the arc of a curve to the left, a radius of 318.00 feet, a central angle of 05°37'57", a distance of 31.26 feet, (a chord bearing North 03°13'30" East, a distance of 31.25 feet);

Thence North 88°26'48" West, a distance of 180.75 feet;

Thence on the arc of a curve to the left, a radius of 159.00 feet, a central angle of 18°14'20", a distance of 50.61 feet, (a chord bearing North 07°53'39" West, a distance of 50.40 feet);

Thence North 87°18'07" West, a distance of 56.57 feet;

Thence on the arc of a curve to the left, a radius of 134.00 feet, a central angle of 22°43'32", a distance of 53.15 feet, (a chord bearing South 81°20'07" West, a distance of 52.80 feet);

Thence on the arc of a curve to the left, a radius of 134.00 feet, a central angle of 25°23'50", a distance of 59.40 feet, (a chord bearing South 57°16'26" West, a distance of 58.91 feet);

Thence on the arc of a curve to the left, a radius of 134.00 feet, a central angle of 22°13'34", a distance of 51.98 feet, (a chord bearing South 33°27'44" West, a distance of 51.66 feet);

Thence South 22°20'57" West, a distance of 54.48 feet;

Thence on the arc of a curve to the left, a radius of 154.00 feet, a central angle of 08°21'16", a distance of 22.46 feet, (a chord bearing South 18°10'19" West, a distance of 22.43 feet);

Thence on the arc of a curve to the left, a radius of 154.00 feet, a central angle of 22°07'48", a distance of 59.48 feet, (a chord bearing South 02°55'47" West, a distance of 59.11 feet);

Thence on the arc of a curve to the left, a radius of 154.00 feet, a central angle of 22°08'04", a distance of 59.49 feet, (a chord bearing South 19°12'08" East, a distance of 59.12 feet);

Thence on the arc of a curve to the left, a radius of 154.00 feet, a central angle of 20°46'38", a distance of 55.85 feet, (a chord bearing South 40°39'29" East, a distance of 55.54 feet);

Thence South 38°14'05" West, a distance of 195.53 feet;

Thence on the arc of a curve to the left, a radius of 349.00 feet, a central angle of 08°56'40", a distance of 54.48 feet, (a chord bearing South 56°14'15" East, a distance of 54.43 feet);

Thence South 29°17'26" West, a distance of 146.00 feet;

Thence South 18°00'06" West, a distance of 123.44 feet;

Thence South 18°00'06" West, a distance of 154.77 feet to a point on the North right of way of the Scottsbluff Drain;

Thence along said north right of way line, North 59°43'24" West, a distance of 585.67 feet to a point on the east right of way line of Highway 71;

Thence along said east right of way line of Highway 71, North 02°03'39" East, a distance of 1,028.19 feet;

Thence South 87°56'20" East, a distance of 87.56 feet;

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

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

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

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

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

Thence North 01°52'51" East, a distance of 813.15 feet to a point on the existing south right of way line of 42nd Street, said point also being the **POINT OF BEGINNING**.

The above described parcel contains 1,423,091 sq. ft. (32.67 acres), more or less.

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

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

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

PASSED AND APPROVED on _____, 2015.

Mayor

ATTEST:

City Clerk (Seal)

City of Scottsbluff, Nebraska

Monday, May 18, 2015

Regular Meeting

Item Resolut.3

Council to consider an Ordinance correcting addresses for City Parks and facilities.

Minutes: Corrections to this ordinance are highlighted.

Staff Contact: Rick Kuckkahn, City Manager

ORDINANCE NO. _____

AN ORDINANCE OF THE CITY OF SCOTTSBLUFF, NEBRASKA AMENDING THE MUNICIPAL CODE AT CHAPTER 15, ARTICLE 1, SECTION 1 DEALING WITH THE PARKS AND IDENTIFICATION OF PARKS IN THE CITY OF SCOTTSBLUFF, NEBRASKA; REPEALING PRIOR SECTIONS INCONSISTENT WITH THIS ORDINANCE; AND PROVIDING FOR AN EFFECTIVE DATE.

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

Section 1. Section 15-1-1 of the Scottsbluff Municipal Code is amended to provide as follows:

“15-1-1. Parks; Identified.

- (1) For the purposes of this Municipal Code the following named parks shall be deemed to be comprised of the areas owned or controlled by the City of Scottsbluff, Nebraska and located at the following addresses:

Bee Lovell Park, 18th Street and 10th Avenue
Centennial Park, 400 East 20th Street
Cleveland Field, 1615 West 20th Street
Constitution Park, 1809 3rd Avenue
Don Park, Railroad Street and Avenue I
Dr. Allan C. Landers Memorial Park, 4205 5th Avenue
East Overland Park, 1221 East 12th Street
Frank Park, 2804 2nd Avenue
Fairview Cemetery, 4109 5th Avenue
Lacy Park, 240071 Highland Road
McCaffree Park, 600 West 15th Street
Mini Park, 18th Street and Broadway
Monument Valley Pathways, Broadway and South Beltline
Neighbor Park, 9th Avenue and 11th Street
Northwood Park, 801 West 31st Street
Pioneer Park 102 27th Street
Platte Valley Park, 1222 Circle Drive
Riverside Zoo, 1600 South Beltline West
Riverside Park, 1514 South Beltline West
Senior Center, 1502 21st Avenue
Splash Arena, 2813 2nd Avenue
Terry Carpenter Park 2902 2nd Avenue
Veterans Park, 715 14th Avenue
Westmoor Park, 1936 Avenue I (Ord 3755, 2003)”

Section 2. All ordinances or parts of ordinances passed and approved on its passage and approval, and publication of this ordinance in conflict herewith are now repealed.

Section 3. This ordinance shall be effective on its passage and approval, and publication as provided by law.

PASSED AND APPROVED on _____, 2015

Mayor

ATTEST:

City Clerk (Seal)

City of Scottsbluff, Nebraska

Monday, May 18, 2015

Regular Meeting

Item Resolut.4

Council to consider an Ordinance amending the admission price for the public swimming pools.

Staff Contact: Perry Mader, Park and Rec Director

Agenda Statement

Item No.

For meeting of: May 18th, 2015

AGENDA TITLE: Council to approve swimming pool rates.

SUBMITTED BY DEPARTMENT/ORGANIZATION: Parks and Recreation

PRESENTATION BY: City Manager Rick Kuckkahn

SUMMARY EXPLANATION: The Parks and Recreation Department is proposing a rate change for aquatics. We are proposing a flat \$125 fee for use of the Westmoor and outdoor Splash Arena swimming pools for the summer months only.

EXHIBITS

Resolution x Ordinance Contract Minutes Plan/Map

Other (specify) _____

NOTIFICATION LIST: Yes No Further Instructions

APPROVAL FOR SUBMITTAL: _____
City Manager

Rev 3/1/99CClerk

ORDINANCE RECORD

ORDINANCE NO. _____

AN ORDINANCE OF THE CITY OF SCOTTSBLUFF, NEBRASKA, AMENDING THE MUNICIPAL CODE AT CHAPTER 6, ARTICLE 6, RELATING TO THE ADMISSION FEES FOR SWIMMING POOLS, IN PARTICULAR, AMENDING A SEASON TICKET PRICE, REPEALING PRIOR SECTIONS, PROVIDING FOR PUBLICATION IN PAMPHLET FORM AND PROVIDING FOR AN EFFECTIVE DATE.

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

Section 1. Section 6-6-15 of the Scottsbluff Municipal Code is amended to provide as follows:

“6-6-15. Swimming pools; admissions.

The charges for admissions to swimming pools of the City shall be as follows:

Westmoor Pool Single Admission:

Age 5 and under	\$ 1.00
Age 6 to 15, inclusive	\$ 3.00
Age 16 to 61, inclusive	\$ 3.50
Over age 61	\$ 1.50
Tube rental	\$ 2.00
Tube rental for holders of annual family pass	\$ 1.00

Splash Arena Single Admission:

Age 5 and under	\$ 1.00
Age 6 to 61, inclusive	\$ 2.50
Over age 61	\$ 1.50

Season Ticket

June through August, inclusive

Individual	\$75.00
Family	\$125.00

A maximum of two adults and four children may be admitted on a family pass. The names of the persons entitled to be admitted shall be written on the pass. Additional names may be added to the pass for the payment of a fee in the amount of ten dollars per person.

Punch cards

40 punches	\$ 40.00
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Punch cards will be punched once for each dollar or portion thereof to be applied to an admission fee. A punch card is valid until all punches are used but not longer than two years from the date of purchase. Its use is not restricted to the purchaser's family members.

The prices for admission are payable at the time of entry into the pool. No admission price will be refunded or prorated because of inclement weather or mechanical error after admission has been paid.

Special Night Activities (as designated by the Director of Parks and Recreation):

Regular pool admission shall be charged.

Private Party Pool Rental Fees (available after regular pool hours):

Splash Arena Pool:

Fifteen dollars (\$15.00) for each fifteen minutes or portion thereof.

Westmoor Pool:

Small group rate, not to exceed fifty people: \$125.00 per hour

Large group rate, fifty-one to one hundred fifty people: \$200.00 per hour

Corporate rental rate, one hundred fifty-one to three hundred people: \$300.00 per hour

These prices include the use of tubes and slides. Concessions will be made available upon request.

ORDINANCE RECORD

The City Council by resolution may authorize a promotional discount on the charge for annual family season tickets as provided in this Article. No refund shall be made of any admission charge except in the case of a mistake on the part of the officer or employee who issued a ticket or punched a card.

Section 2. All ordinances or parts of ordinances passed and approved prior to passage, approval and publication of this ordinance in conflict herewith are now repealed.

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

PASSED AND APPROVED on _____, 2015.

Mayor

ATTEST:

City Clerk (Seal)

City of Scottsbluff, Nebraska
Monday, May 18, 2015
Regular Meeting

Item Exec1

Executive Session based on Council request.

Staff Contact: City Council