



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

Regular Meeting
April 1, 2024
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. **Scottsbluff Youth Council**
 - a) (informational only)
7. **Closed Session**
 - a) Council reserves the right to enter into closed session if deemed necessary if the item is on the agenda as per Section 84-1410 of the Nebraska Revised Statutes.
8. **Consent Calendar (Items in the consent calendar are proposed for adoption by one action for all items unless any member of the council requests that an item be considered separately.)**
 - a)
Council to approve the minutes of the March 18, 2024 Regular Meeting.
 - b)
Council to set a public hearing for April 15, 2024, at 6:00 p.m. to receive information on making a recommendation on the Class D Liquor License for Legacy Cooperative

d/b/a Northgate Ampride, 3302 Ave. B, Scottsbluff, NE.

- c) Council to set a public hearing for April 15, 2024 at 6:00 p.m. to receive information on making a recommendation on the Class CK Liquor License for Legacy Cooperative d/b/a Main Street Market Wine & Spirits, 401 S. Beltline Hwy W., Scottsbluff, NE.
- d) Council to excuse the absence of Council Member Scanlan from the March 18, 2024 Regular Meeting.
- e) Council to consider and take action on claims of the City.

9. Public Hearings:

- a) Council to conduct a public hearing set for this date at 6:00 p.m. to consider a Rezone of Lots 1 & 2, Block 1, Seth Raymond Subdivision, commonly identified as 210570 W. 42nd Street, from (A) Agricultural to (R-1) Single Family Residential.

10. Resolution & Ordinances

- a) Council to consider action on the first reading of the Ordinance to consider an Agricultural Estate Dwelling Site vacation at 210570 W. 42nd Street, Scottsbluff, NE.
- b) Council to discuss and consider action on the Preliminary Plat and Final Plat of Lots 1-2, Block 1, Seth Raymond Subdivision and authorize the Mayor to sign the Resolution.
- c) Council to consider action on the first reading of the Ordinance regarding the Rezone of Lots 1-2, Block 1, Seth Raymond Subdivision from (A) Agricultural to (R-1) Single-Family Residential.
- d) Council to discuss and consider vote on approving request of Annexation of Seth Raymond Subdivision.
- e) Council to consider action on the first reading of the Ordinance providing for Agreement to the Levy of a Retail Business Occupation Tax.
- f) Council to discuss and consider action on the Redevelopment Contract with Rockstep Scottsbluff, LLC and Scottsbluff KM Redevelopment, LLC and authorize the Mayor to sign the Contract and Resolution.

11. Petitions, Communications, Public Input

- a)
Council to discuss and consider action on a Community Festival Permit for Beef, Beans, and Bluegrass Festival on August 24, 2024 to include vendors, noise permit and street closure of the 1500-2000 Blocks of Broadway from 8:00 a.m.to 11:00 p.m. for the Beef, Beans, and Bluegrass event.

12. Bids & Awards

- a)
Council to discuss and consider action on awarding the bid for the installation of a water booster pump station to Infinity Construction in the amount of \$682,632.

13. Reports from Staff, Boards & Commissions

- a)
Council to discuss and consider action on a funding request from Jennifer Reisig and Alena Haun representing the WNCC Foundation to assist with marketing of the 2024 Monument Marathon.
- b)
Council to discuss and consider action on a funding request from Aaron Raines representing the Scotts Bluff/Gering Sports Council to assist with lodging expenses of USA Cycling Staff during the 2024 USA Cycling Gravel National Championships.
- c)
Council to discuss and consider action on the Non-Exclusive License and Management Agreement for Use of Municipal Property for Softball League between the City and Christopher R. Guzman and authorize the Mayor to sign the Agreement.
- d)
Council to discuss and consider action on the Railroad Quiet Zone Update and authorize the Mayor to sign CEO Statement for Quiet Zone Affirmation.

- 14. Council reports (informational only):** This item is intended for Council Members to update and inform other Council Members of meetings attended since the last City Council meeting.

15. Adjournment

City of Scottsbluff, Nebraska

Monday, April 1, 2024

Regular Meeting

Item 8.a

Council to approve the minutes of the March 18, 2024 Regular Meeting.

Staff Contact: Kimberley Wright

Regular Meeting
March 18, 2024

The Scottsbluff City Council met in a regular meeting on March 18, 2024 at 6:00 p.m. in the Council Chambers of City Hall, 2525 Circle Drive, Scottsbluff. A notice of the meeting had been published on March 14, 2024 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 emailed to each council member, made available to radio stations KNEB, KMOR, KOAQ, and the Star Herald. The notice was also available on the city's website on March 15, 2024. Mayor McKerrigan presided and City Clerk Wright recorded the proceedings. The meeting was called to order and The Pledge of Allegiance was recited. Mayor McKerrigan welcomed everyone 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 who they are representing for the record. Mayor McKerrigan informed those in attendance that a copy of the Nebraska open meetings act is posted in the back of the room on the west wall for the public's review. The following Council Members were present: Jeanne McKerrigan, Jordan Colwell, Matt Salomon, and Betsy Vidlak. Also, present were City Manager Kevin Spencer and City Attorney Kent Hadenfeldt. Absent: Angela Scanlan.

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

Moved by Council Member Colwell, seconded by Council Member Vidlak that,

- a) The minutes of the March 4, 2024 Regular Meeting be approved,
- b) A public hearing be set for April 1, 2024 at 6:00 p.m. to consider the Rezone of Lots 1 & 2, Block 1, Seth Raymond Subdivision, commonly identified as 210570 W. 42nd Street, from (A) Agricultural to (R-1) Single Family Residential,
- c) The bid specifications for One, New, or Demo Sanitation Vehicle, complete with truck, cab, chassis, and Packer Compactor body and authorizing the city clerk to advertise for bids to be received by April 10, 2024 at 11:00 a.m. be approved,
- d) The bid specifications for One, New, Landfill Truck, complete with truck, cab, chassis, and Packer Compactor body and authorizing the city clerk to advertise for bids to be received by April 10, 2024 at 11:00 a.m. be approved,
- e) The following claims be approved and paid as provided by law out of the respective funds designated in the list of claims dated March 18, 2024 as on file with the City Clerk and submitted to the City Council "YEAS," Colwell, Salomon, Vidlak, and McKerrigan, "NAYS," None. Absent: Scanlan.

CLAIMS

ACTION COMMUNICATIONS INC.,EQUIP MAINT-PD,125;AE SERVICES, LLC,23 CLUB LIGHTING PROJECT,57301.91;AIRPORT DEVELOPMENT,LLC,TIF - AIRPORT REDEV 1/31/2024,416.13;AKAJRV 314, LLC,TIF - AULICK REDEV 1/31/2024,1291.83;ALLO COMMUNICATIONS,LLC,LOCAL TELEPHONE CHARGES,4286.64;AUTOZONE STORES,

INC,BRAKE CLEANER,310.25;B&C STEEL CORPORATION,BLDG MAINT PARK,612.82; BEELINE SERVICE INC,TOW SERVICE-PD,1040;BLUE TO GOLD LLC,SCHOOLS & CONF-PD,125;BLUFFS FACILITY SOLUTIONS,JAN SUP.,1617.44;CAPITAL BUSINESS SYSTEMS INC.,COPY MACHINE SERVICE,23.61;CELLCO PARTNERSHIP,IPADS, CELL PHONES, TABLETS, GRIDSMART FOR TRANS.,1431.43; CITY OF GERING,DISPOSAL FEES-SAN,40580.6;CITY OF SCB,PETTY CASH REIMB. - CDL LIC. WATER DEPT.,60;CLARK PRINTING LLC,APPRENTICE CERTIFICATES, 175.96; COLUMN SOFTWARE PBC, PUBLISHING, 1104.27; COMPUTER CONNECTION INC ,CONTRACTUAL SVC, 418.5; CONSOLIDATED MANAGEMENT COMPANY, SCHOOLS & CONF-PD,213.1;CONTRACTORS MATERIALS INC.,SUPP - JOINT SEALANT & SAFETY GLASSES,188.49;CORE & MAIN LP,METERS,3283.61;CORNERSTONE BANK,TIF - EAST 26 GROUP FUEL STATION 1/31/2024,31202.95;CREDIT BUREAU OF COUNCIL BLUFFS,FEE & EMPL.SCREENS FEB 2024,81.5;CROELL INC,DEPT SUP,819.62;DELGADO LUPE,CONSULTING-PD,35; DHHS - ACCOUNTING,RETURN UNUSED LIHWAP FUNDS,86.7;DIAMOND VOGEL,DEPT SUP,4.3;EAKES INC,DEPT SUPP ADM,576.46;ELEVATED SAFETY LLC,TECHNICAL RESCUE HARDWARE AND ROPE,14061.09;ERIC REICHERT INSULATION & CONSTRUCTION INC,20TH ST CONCRETE REPAIRS,84873;ESSENTIAL FUEL LLC STORE #003,VEH MAINT-PD,156; FARMERS STATE BANK,TIF - ELITE HEALTH REDEV 1/31/2024,4919.74;FEDERAL EXPRESS CORPORATION,POSTAGE,734.12;FENDER MENDERS,VEH MAINT-PD,1095.8;FIRST NATIONAL BANK OF OMAHA,TIF - REGANIS REDEV. 1/31/2024,1113.85;FIRST NATL BANK OF OMAHA,TIF - KERSCH POWERHOUSE RENOVATIONS 1/31/24,307.78;FIRST STATE BANK - GOTHENBURG,TIF - YOLO PROPERTIES CARWASH 1/31/2024,738.23;FLOYD'S TRUCK CENTER SCOTTSBLUFF,NEW DUMP TRUCK WITH SANDER AND SNOW PLOW,217234.5;FREMONT AMERI-TECH EQUIPMENT COMPANY INC,CYLINDER FOR D. TRUCK,799.97; GALE/CENGAGE LEARNING,SBSCR.,1326.14;GALLS PARENT HOLDINGS, LLC,UNIFORMS-PD,216;GENOWAYS NATHAN,SCHOOLS & CONF-PD,225;GREENING ENTERPRISES INC.,POSITIVE PRESSURE FAN - ENGINE 3,5002.5;HAWKINS, INC.,CHEMICALS,1390.85;HD SUPPLY INC,DEPT SUP,1802.06; HULLINGER GLASS & LOCKS INC.,DEADBOLT CORE & CORE KEY,523;IDEAL LAUNDRY AND CLEANERS, INC.,JAN. SUP.,1013.9;INDEPENDENT PLUMBING AND HEATING, INC,SUPP - PLATE, ELBOW, BALL VALVE, BREAKER,113.53;INGRAM LIBRARY SERVICES INC,COLL.,1646.94;INTERNAL REVENUE SERVICE,WITHHOLDINGS,75194.29;INTRALINKS, INC,CONTR.SERV - FEB 2024,12853.34;INVENTIVE WIRELESS OF NE, LLC,CONTRACTUAL SVC,263.7;J G ELLIOTT CO.INC.,PRGRMG.,80;JOHNSON CASHWAY LUMBER CO,GROUND MAINT PARK,839.44;JORDAN COLWELL,SCHOOL & CONF C COUNCIL,120.44; KNOW HOW LLC,DRILL PRESS,5107.88;KRIZ DAVIS,EQUIP MAINT,476.86;LAURUHN JESSE,PER DIEM LEADERSHIPCLASSHASTINGS,40;LEAGUEASSOCIATIONOFRISKMANAGEMENT,ENDORS.#1 7 - TRANSP. 2024 DUMP TRUCK,1820.5; LEAGUE OF NEBRASKA MUNICIPALITIES,SCHOOL & CONF J COLWELL,485;LEXISNEXIS RISK DATA MANAGEMENT,CONSULTING-PD,100;M.C. SCHAFF & ASSOCIATES, INC,20TH ST. OVERLAY 2023,33589.25;MADISON NATIONAL LIFE,INSURANCE,3424.99;MARKETING CONSULTANTS,CLOTHING - VARIOUS DEPTS.,8344; MASON RYLIE,GASOLINE-PD,275;MATHESON TRI-GAS INC,RENT MACHINES,74.49; MENARDS, INC,EQUIP MAINT/DEPT SUP,1360.15; MICHAEL BEEBE,BLDG MAINT-PD,4963; MIDWEST CONNECT, LLC,UB PROCESSING - FEB 2024,4970.36;MOTOROLA SOLUTIONS, INC,CIP-9-BODY CAMS,23732;MUNICIPAL SUPPLY INC. OF NEBRASKA,DEPT SUP,85.66; MUNIMETRIX SYSTEMS CORP,IMAGESILO - FEB. 2024,39.99;NE CHILD SUPPORT PAYMENT CENTER,NE CHILD SUPPORT PYBLE,1980.1;NE DEPT OF REVENUE,WITHHOLDINGS FEB 2024,38150.04;NE LAW ENFORCEMENT TRAINING CENTER,SCHOOLS & CONF-PD,75;NE LIBRARY COMMISSION,CONT. SRVCS.,750;NEBRASKA INTERACTIVE, LLC,DRIVERS LIC

REQ. - FEB 2024,37.5; NEBRASKA MACHINERY CO,EQUIP MAINT,19837.42;NEBRASKA PUBLIC POWER DISTRICT,ELECTRIC,45010.71;NEBRASKA RURAL RADIO ASSOCIATION,TRI-CITY STORMWATER PSAS - INTERNET AND KNEB TV,500;NEBRASKA SAFETY & FIRE EQUIPMENT INC.,BUILDING MAINTENANCE-SAN,506;NEBRASKALAND TIRE, INC,EQUIP MAINT PARK,412.33;NEMNICH AUTOMOTIVE,VEH MAINT-PD,334.99;NORTHWEST PIPE FITTINGS, INC. OF SCOTTSBLUFF, BLDG MAINT PARK, 29.09; ONECALL CONCEPTS, INC, CONTRACTUAL, 84.24;OREGON TRAIL PLUMBING, HEATING & COOLING INC,BLDG MAINT-PD,265;OWEN DEVELOPMENT, LLC,TIF - OWEN ORAL SUR REDEV. 1/31/2024,381.54; PANHANDLE AUTOMOTIVE GROUP LLC,EQUIPMENT CEM,18744.61;PANHANDLE COOPERATIVEASSOCIATION,FUEL/VEHICLEMAINT,1185.65;PANHANDLE ENVIRONMENTAL SERVICES INC,SAMPLES,175; PIVO, INC.,TIF - HIGH PLAINS BUDWEISER 1/31/2024,354.14; PLATTE RIVER GLASS RODNEY L FLOTH,VEH MAINT-PD,333;PLATTE VALLEY BANK,HEALTH SAVINGS ACCT,17126.55;POMPS TIRE SERVICE INC,DEPARTMENT SUPPLIES-SAN,3561.31;POWERPLAN,EQUIP MAINT PARK,4507.08;PRO OVERHEAD DOOR,REPAIR OVERHEAD DOOR,1990.86;PT HOSE AND BEARING,EQUIP MAINT PARK,360.32;QUILL CORPORATION,DEPT SUPPL-PD,808.86;RAILROAD MANAGEMENT CO III, LLC,RENT - LAND,379.14; REGIONAL CARE INC,CLAIMS,6735.98;ROOSEVELT PUBLIC POWER DISTRICT,ELECTRIC POWER,1993.33; RUSSEL'S AUTOMOTIVE,VEH MAINT- PD,1243.7; S M E C,EMPLOYEE DEDUCTION,120.5;SANDBERG IMPLEMENT, INC,EQUIP MAINT PARK,2376.17; SCB FIREFIGHTERS UNION LOCAL 1454,FIRE EE DUES,300; SCB IBEW 1597 UNION DUES,SCB IBEW 1597 UNION DUES,386.09; SCHLAGER JUSTIN,VEH MAINT-PD,435;SCOTT WALTON,EQUIP MAINT PARK,322.75;SCOTTS BLUFF COUNTY COURT,LEGAL FEES-PD,369; SCOTTSBLUFF MOTOR CO, INC,VEH MAINT-PD,73.5;SCOTTSBLUFF POLICE OFFICERS ASSOCIATION,POLICE EE DUES,780;SCOTTSBLUFF SCREENPRINTING & EMBROIDERY, LLC,DEPT SUPPL-PD,506;SHAGGY BUFFALO CARWASH LLC,VEH MAINT-PD,170;SHERIFF'S OFFICE,LEGAL FEES-PD,275.8;SHERWIN WILLIAMS,EQUIP MAINT PARK,17.37;SIMMONS OLSEN LAW FIRM, P.C.,CONTRACTUAL,12216.79;SIMON CONTRACTORS,CONCRETE FOR PATCH REPAIR,1789.92;SOUNDSLEEPER SECURITY INC.,INVEST-PD,99.95;TAMARA REICHERT,DEPT SUPP CEM,55;TERRY D SCOTT,VEH MAIN PARK,265.97;THE PEAVEY CORP,INVEST SUPPL-PD,434.7;TRANS-WEST INC,VEH MAINT-PD,1532.34;U AND U TRUCKING LLC,CONTRACTUAL SERVICES-SAN,1102; UNION BANK & TRUST,RETIREMENT,45885.69; UNITEDSTATESWELDING,CONTRACTUALSERVICESSAN,49.04;VERIZONCOMMUNICATIONS INC,GPS SERVICE,95.7;WESTERN COOPERATIVE COMPANY,COMPRESSOR OIL - ENGINE 3 CAFS,229.06;WESTERN PATHOLOGY CONSULTANTS, INC,DRUG/DOT TESTING FEB 2024,229; WEX BANK,DIESEL FUEL-SAN,18534.68; WYOMING CHILD SUPPORT ENFORCEMENT,CHILD SUPPORT,946.08;YOUNG MEN'S CHRISTIAN ASSOCIATION OF SCOTTSBLUFF, NE,YMCA,933;REFUNDS; VICTOR OCHOA, 4.82; MEGAN SINKS, 31.32; JACOB LOZANO, 21.25; CALVIN FLEMING, 38.74

Finance Director, Lane Kizzire, approached to present the February 2024 Financial Report, explaining the net positive for the first five months of the year, in changing cash, is about \$4M because there are projects lined up for streets that have not been started yet. In addition, the LARM payments from the June hail storm are showing, which none of those projects have been started either due to the cold weather. He also informed the Water Fund is the proprietary fund that is currently in the negative and that is because of an emergency main replacement.

Council Member Salomon moved, seconded by Council Member Colwell to approve the February

2024 Financial Report, “YEAS,” Salomon, Vidlak, McKerrigan, and Colwell. “NAYS,” None. Absent: Scanlan.

Council introduced the Ordinance Annexing Real Property Platted as Lots 1, 2, 3 and 4 Triple Peaks Subdivision and was read by title on third reading: **AN ORDINANCE OF THE CITY OF SCOTTSBLUFF NEBRASKA, ANNEXING REAL PROPERTY PLATTED AS LOTS 1, 2, 3 AND 4, BLOCK 1, TRIPLE PEAKS SUBDIVISION, AN ADDITION TO THE CITY OF SCOTTSBLUFF, SCOTTS BLUFF COUNTY, NEBRASKA, SITUATED IN THE NORTHEAST QUARTER OF SECTION 24, TOWNSHIP 22 NORTH, RANGE 55 WEST OF THE 6TH PRINCIPAL MERIDIAN, SCOTTS BLUFF COUNTY, NEBRASKA, AMENDING SECTION 25-1-3.1 OF THE MUNICIPAL CODE, AND PROVIDING FOR PUBLICATION IN PAMPHLET FORM.**

Council Member Colwell made a motion to adopt Ordinance No. 4325 Annexing Real Property Platted as Lots 1, 2, 3 and 4 Triple Peaks Subdivision. The motion was seconded by Council Member Vidlak, “YEAS,” McKerrigan, Salomon, Colwell, and Vidlak. “NAYS,” None. Absent: Scanlan.

Regarding the Resolution ratifying the Study of Blight and Substandard Conditions of Triple Peaks Subdivision, Legal Counsel Hadenfeldt explained there is someone interested in developing the area and has made a TIF application to help with the infrastructure. Part of the documentation for this item, included in the packet, is a Blight and Substandard Study from 2013 of the area. Because the study was done 10 years ago it was agreed Council should review and ratify. Also, ten years ago it was farm ground and currently it is still farm ground, so all the elements that made it Blighted and Substandard then, are still in effect now. There have been no improvements; streets or buildings developed, so the study is still considered relevant.

Council Member Colwell moved to approve Resolution No. 24-03-03 ratifying the Study of Blight and Substandard Conditions of Triple Peaks Subdivision and authorized the Mayor to sign the Resolution. The motion was seconded by Council Member Salomon, “YEAS,” Vidlak, Colwell, McKerrigan, and Salomon. “NAYS,” None. Absent: Scanlan.

RESOLUTION 24-03-03

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

Recitals:

1. On August 19, 2013, the City Council of the City of Scottsbluff, Nebraska passed Resolution 13-08-01 (the “Resolution”) to declare certain areas (the “Redevelopment Areas”) as substandard and blighted and in need of redevelopment according to the Nebraska Community Development Law (the “Act”).
2. The City Council passed the Resolution after considering a Study of Blight and Substandard Conditions dated July 7, 2013, receiving a positive recommendation from the Planning Commission, and otherwise complying with the Act.

3. The following portion of the Redevelopment Areas have since been annexed so as to be included in the corporate limits of the City of Scottsbluff:

Lots 1 through 4, Block 1, Triple Peaks Subdivision, an Addition to the City of Scottsbluff, Scotts Bluff County, Nebraska, situated in the Northeast Quarter of Section 24, Township 22 North, Range 55 West of the 6th Principal Meridian, Scotts Bluff County, Nebraska (the “Annexed Area”).

Resolved:

1. The City Council ratifies and confirms that the Redevelopment Areas, including the Annexed Area, meet the criteria set forth in Sections 18-2103(3) and (31) of the Act and the inclusion of all property in the Redevelopment Areas, including the Annexed Area, is necessary to create a unified redevelopment area sufficient to encourage developers and redevelopment and to carry out the purposes of the Act.
2. The City Council ratifies and confirms that the Redevelopment Areas, including the Annexed Area, are and shall be declared to be substandard and blighted and in need of redevelopment according to the Act.
3. This resolution shall become effective immediately upon its adoption.

PASSED and APPROVED on March 18, 2024

Mayor

Attest:

City Clerk

(Seal)

City Manager Spencer approached to present the amended Pay Resolution and explained the reason for the Resolution is to add a Senior Account Clerk position due to the upcoming retirement of Deputy Finance/City Clerk Chris Burbach. He explained the position will be an hourly position, but the salaried position will stay on the Resolution if something needs to be done different this year.

Council Member Colwell moved, seconded by Council Member Salomon to approve the Amended Pay Resolution No. 24-03-04 and authorize the Mayor to sign the Resolution, “YEAS,” McKerrigan, Colwell, Vidlak, Salomon. “NAYS,” None. Absent: Scanlan.

RESOLUTION NO. 24-03-04

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

1. That the following Pay Plan for officers and employees of the City of Scottsbluff, Nebraska employed in Classified Positions be approved March 18, 2024 and effective March 18, 2024.

PAY SCHEDULE - GENERAL EMPLOYEES ONLY
HOURLY RATES (Based on 40 hour work week)

Grade	A	B	C	D	E	L1	L2
8	\$13.71	\$14.39	\$15.12	\$15.87	\$16.68	\$17.50	\$18.38
9	\$14.39	\$15.12	\$15.87	\$16.68	\$17.50	\$18.38	\$19.29
10	\$15.12	\$15.87	\$16.68	\$17.50	\$18.38	\$19.29	\$20.26
11	\$15.87	\$16.68	\$17.50	\$18.38	\$19.29	\$20.26	\$21.28
12	\$16.68	\$17.50	\$18.38	\$19.29	\$20.26	\$21.28	\$22.34
13	\$17.50	\$18.38	\$19.29	\$20.26	\$21.28	\$22.34	\$23.45
14	\$18.38	\$19.29	\$20.26	\$21.28	\$22.34	\$23.45	\$24.62
15	\$19.29	\$20.26	\$21.28	\$22.34	\$23.45	\$24.62	\$25.84
16	\$20.26	\$21.28	\$22.34	\$23.45	\$24.62	\$25.84	\$27.15
17	\$21.28	\$22.34	\$23.45	\$24.62	\$25.84	\$27.15	\$28.49
18	\$22.34	\$23.45	\$24.62	\$25.84	\$27.15	\$28.49	\$29.92
19	\$23.45	\$24.62	\$25.84	\$27.15	\$28.49	\$29.92	\$31.42
20	\$24.62	\$25.84	\$27.15	\$28.49	\$29.92	\$31.42	\$32.99
21	\$25.84	\$27.15	\$28.49	\$29.92	\$31.42	\$32.99	\$34.64

BI-WEEKLY RATES - EXEMPT EMPLOYEES

Grade	A	B	C	D	E	L1	L2
18	\$1,783.22	\$1,872.38	\$1,965.99	\$2,064.30	\$2,167.50	\$2,275.89	\$2,389.68
19	\$1,872.38	\$1,965.99	\$2,064.30	\$2,167.50	\$2,275.89	\$2,389.68	\$2,509.16
20	\$1,965.99	\$2,064.30	\$2,167.50	\$2,275.89	\$2,389.68	\$2,509.16	\$2,634.62
21	\$2,064.30	\$2,167.50	\$2,275.89	\$2,389.68	\$2,509.16	\$2,634.62	\$2,766.35
22	\$2,167.50	\$2,275.89	\$2,389.68	\$2,509.16	\$2,634.62	\$2,766.35	\$2,904.67
23	\$2,275.89	\$2,389.68	\$2,509.16	\$2,634.62	\$2,766.35	\$2,904.67	\$3,049.90
24	\$2,389.68	\$2,509.16	\$2,634.62	\$2,766.35	\$2,904.67	\$3,049.90	\$3,202.39
25	\$2,509.16	\$2,634.62	\$2,766.35	\$2,904.67	\$3,049.90	\$3,202.39	\$3,362.52
26	\$2,634.62	\$2,766.35	\$2,904.67	\$3,049.90	\$3,202.39	\$3,362.52	\$3,530.62
27	\$2,766.35	\$2,904.67	\$3,049.90	\$3,202.39	\$3,362.52	\$3,530.62	\$3,707.17
28	\$2,904.67	\$3,049.90	\$3,202.39	\$3,362.52	\$3,530.62	\$3,707.17	\$3,892.52
29	\$3,049.90	\$3,202.39	\$3,362.52	\$3,530.62	\$3,707.17	\$3,892.52	\$4,087.15
30	\$3,202.39	\$3,362.52	\$3,530.62	\$3,707.17	\$3,892.52	\$4,087.15	\$4,291.51
31	\$3,362.52	\$3,530.62	\$3,707.17	\$3,892.52	\$4,087.15	\$4,291.51	\$4,506.09
32	\$3,530.62	\$3,707.17	\$3,892.52	\$4,087.15	\$4,291.51	\$4,506.09	\$4,731.39

2. That the following positions in the Classification Plan are assigned to the following Class Grades:

HOURLY POSITIONS - GENERAL EMPLOYEES ONLY

Grade	Class Titles	Grade	Class Titles
8	Library Technician	18	Waterpark Manager
10	Waterpark Assistant Manager	18	Crew Leader
11	Building & Grounds Custodian	19	Utilities Administrative Coordinator
11	Library Assistant	19	Account Clerk - Finance
14	Record Technician	19	Admin. Assist. - Police Department
14	Human Resources Assistant	20	Cemetery Supervisor
15	Administrative Services Assistant	20	Code Administrator I
15	Administrative Records Technician	21	Fire Prevention Officer
15	Administrative Assistant	21	Stormwater Specialist
15	Maintenance Worker – Parks, Cemetery	21	Senior Account Clerk
15	Compliance Officer		

EXEMPT POSITIONS
Professional, Administrative and Executive

<u>Grade</u>	<u>Class Titles</u>	<u>Grade</u>	<u>Class Titles</u>
19	Librarian	27	Director of Developmental Services
21	GIS Analyst	27	Director of Economic Development
22	Code Administrator II	27	Director of Parks and Recreation
23	Recreation Supervisor	28	Deputy Director of Finance
24	Water System Supervisor	29	Police Captain
24	Wastewater Plant Supervisor	29	Director of Human Resources
24	Environmental Services Supervisor	30	Director of Public Works
24	Transportation Supervisor	30	Fire Chief
24	Parks Supervisor	32	Police Chief
26	City Clerk/Risk Manager	32	Director of Finance
26	Library Director		

3. That the following pay schedule for officers and employees in Unclassified Positions of the City is approved September 5, 2023 and effective September 25, 2023.

Seasonal and Part-Time Hourly Rates

<u>Class Title</u>	<u>Hourly Pay Schedule</u>						
	<u>1</u>	<u>2</u>	<u>3</u>	<u>4</u>	<u>5</u>	<u>6</u>	<u>7</u>
School Crossing Guard	\$15.00						
Library Page	\$12.00	\$12.50	\$13.00	\$13.50	\$14.00	\$14.50	\$15.00
Laborer	\$12.00	\$12.50	\$13.00	\$13.50	\$14.00	\$14.50	\$15.00
Field Mt. Grdskpr	\$12.50	\$13.00	\$13.50	\$14.00	\$14.50	\$15.00	\$15.50
Waterpark Aide	\$12.00	\$12.50	\$13.00	\$13.50	\$14.00	\$14.50	\$15.00
Lifeguard*	\$12.50	\$13.00	\$13.50	\$14.00	\$14.50	\$15.00	\$15.50

*Lifeguard with Nebraska Certified Pool Operator's License & Assigned to the maintenance of the Waterpark facility will receive an additional \$.30 per hour.

NOTE: Pay Step increase may be given after one year of service from hire date, at the discretion of the Department Head.

4. The Pay Schedule for the positions of Firefighters, Fire Lieutenants and Fire Captains working a 56 hour week shall be the schedule approved in a Resolution adopted by the Mayor and City Council on September 5, 2023 and effective September 25, 2023.

<u>Class Title</u>	<u>Hourly Pay Schedule (56 Hour Week)</u>							
	<u>1</u>	<u>2</u>	<u>3</u>	<u>4</u>	<u>5</u>	<u>6</u>	<u>7</u>	<u>8</u>
Firefighter	\$16.73	\$17.56	\$18.44	\$19.36	\$20.33	\$21.35	\$22.42	\$23.54
Fire Lieutenant	\$19.05	\$20.01	\$21.01	\$22.06	\$23.16	\$24.32	\$25.53	\$26.81
Fire Captain	\$21.27	\$22.33	\$23.45	\$24.62	\$25.85	\$27.14	\$28.50	\$29.92

5. That the Pay Schedule for the position of Patrol Officer, Corporal and Police Sergeant shall be the Schedule approved in a resolution approved by the Mayor and City Council on September 5, 2023 and effective September 25, 2023.

<u>Class Title</u>	<u>Hourly Pay Schedule</u>							
	<u>1</u>	<u>2</u>	<u>3</u>	<u>4</u>	<u>5</u>	<u>6</u>	<u>7</u>	<u>8</u>
Patrol Officer	\$24.78	\$26.02	\$27.32	\$28.69	\$30.12	\$31.63	\$33.21	\$34.87
Police Detective	\$26.33	\$27.65	\$29.03	\$30.48	\$32.01	\$33.61	\$35.29	\$37.05
Police Corporal	\$26.33	\$27.65	\$29.03	\$30.48	\$32.01	\$33.61	\$35.29	\$37.05
Police Sergeant	\$29.05	\$30.51	\$32.03	\$33.63	\$35.31	\$37.08	\$38.93	\$40.88

6. That the following Pay Schedule for the above listed IBEW eligible positions of the City of Scottsbluff, Nebraska employed in Classified Positions be approved September 5, 2023 and effective September 25, 2023.

Pay Schedule - IBEW Eligible Employees Only Hourly Rates (Based on 40 hour work week)								
Grade	A	B	C	D	E	L1	L2	L3
1	16.96	17.81	18.70	19.64	20.62	21.65	22.74	23.88
2	17.81	18.70	19.64	20.62	21.65	22.74	23.88	25.07
3	18.70	19.64	20.62	21.65	22.74	23.88	25.07	26.33
4	19.64	20.62	21.65	22.74	23.88	25.07	26.33	27.65
5	20.62	21.65	22.74	23.88	25.07	26.33	27.65	29.03
6	21.65	22.74	23.88	25.07	26.33	27.65	29.03	30.48
7	22.74	23.88	25.07	26.33	27.65	29.03	30.48	32.01
8	23.88	25.07	26.33	27.65	29.03	30.48	32.01	33.61
9	25.07	26.33	27.65	29.03	30.48	32.01	33.61	35.29
10	26.33	27.65	29.03	30.48	32.01	33.61	35.29	37.06

HOURLY POSITIONS - IBEW EMPLOYEES ONLY			
Grade	Class Titles	Grade	Class Titles
3	Maintenance Worker – Compost Facility	5	Water System Operator I
3	Motor Equipment Operator	6	Compost Facility Operator II
3	Wastewater Plant - Maintenance Worker	7	Wastewater Plant Operator II
4	Environmental Services Solid Waste Operato	7	Mechanic-Environmental Services
4	Heavy Equipment Operator	7	Mechanic-Transportation
5	Traffic Control Tech	7	Water System Operator II
5	Wastewater Plant Operator I	7	Construction Locator Specialist

8. Resolution No. 23-09-01 and all other resolutions in conflict with this resolution are repealed.

Passed and approved this 18th day of March, 2024.

Mayor

ATTEST:

City Clerk

Ms. Michele Denton, Executive Director of West Nebraska Arts Center came forward regarding three Special Designated Liquor Licenses for the Arts Center on April 13th for a fundraiser, July 18th and August 1st for art exhibit receptions, stating only those 21 and older can attend. Mr. Spencer was asked if he has any concerns with any of the events. He stated they have never been called to the Arts Center and does not foresee any problems.

Council Member Colwell made a motion, seconded by Council Member Vidlak to approve three Special Designated Liquor Licenses for West Nebraska Arts Center, 106 E. 18th St., Scottsbluff, NE to serve beer and wine at a fundraiser on April 13th from 6-11 p.m. and art exhibit receptions on July 18th and August 1st from 4-8 p.m., “YEAS,” Colwell, Salomon, Vidlak, and McKerrigan. “NAYS,” None. Absent: Scanlan

Ms. Jessica Schluter, representing Schluter Eats, Inc., came before Council to request a Special Designated Liquor License to serve and sell alcohol at the upcoming beer and wine fest put on by the NEXT Young Professionals in the 18th Street Plaza. Ms. Schluter explained they do not implement wristbands, but do card every time someone purchases alcohol. Also mentioned was a patron has to be 21 to purchase a ticket to get into the event and there will be volunteers manning the gates to make sure no one leaves with alcohol.

Council Member Salomon moved, seconded by Council Member Vidlak to approve a Special Designated Liquor License for Schluter Eats, Inc. to serve beer, wine and distilled spirits at a beer & wine fest hosted by the NEXT Young Professionals on June 22, 2024 from 4:00-8:00 p.m. in the 18th Street Plaza, “YEAS,” McKerrigan, Salomon, Colwell, and Vidlak. “NAYS,” None. Absent: Scanlan.

Ms. Schluter also requested the approval of six Special Designated Liquor Licenses for the Sundays in the Park with Fido event to be held on 5/5; 6/2; 7/7; 8/4; 9/1; & 10/6 in the 18th Street Plaza from 1:00-6:00 p.m. She explained this event is not only for the community, but for the Humane Society, as well. There will be dogs available for adoption and petting, adding it will be a fun time for the entire family. She also stated they will have volunteers located at all the gates, so no one leaves with alcohol. Mr. Spencer added they could possibly staff this with on duty personnel since the event is on Sunday afternoons.

Council Member Colwell made a motion, seconded by Council Member Vidlak to approve six Special Designated Liquor Licenses for Schluter Eats, Inc. to serve beer, wine and distilled spirits on 5/5; 6/2; 7/7; 8/4; 9/1; & 10/6 at the Sundays in the Park with Fido event at the 18th Street Plaza from 1:00-6:00 p.m., “YEAS,” Vidlak, Colwell, McKerrigan, and Salomon. “NAYS,” None. Absent: Scanlan.

Ms. Niki Egan, representing Flyover Brewing Company, also came forward to get approval on five Special Designated Liquor Licenses on 5/5; 6/2; 7/7; 8/4; & 9/1 for the Sundays in the Park with Fido event. She explained they will not bring the beer trailer to this event, this will be can sales only. They will, however, bring the wagon, tent and everything from the Flyover. Their processes include carding and wristbands; all the servers are ETips certified.

Council Member Colwell moved, seconded by Council Member Salomon to approve five Special Designated Liquor Licenses for BDS3C, LLC d/b/a Flyover Brewing Company to serve, beer, wine and distilled spirits on 5/5; 6/2; 7/7; 8/4; & 9/1 at the Sundays in the Park with Fido event at the 18th Street Plaza from 1:00-6:00 p.m., “YEAS,” McKerrigan, Colwell, Vidlak, and Salomon. “NAYS,” None. Absent: Scanlan.

Ms. Egan also requested the approval of a Special Designated Liquor License on May 11, 2024 from 3:00-8:00 p.m. for a Teacher Appreciation Celebration to be held in the 18th Street Plaza. She explained this is an event that Scottsbluff Public Schools is hosting to celebrate their teachers at the end of the school year. She added they will not bring the trailer to this event either, it will just be can sales. They will bring the wagon, tent and tarp from the Flyover. As with the other event, they will card and wristband and have two staff present to do this.

Council Member Colwell made a motion, seconded by Council Member Salomon to approve the Special Designated Liquor License for BDS3C, LLC d/b/a Flyover Brewing Company to serve beer, wine and distilled spirits at a Teacher Appreciation Celebration at the 18th Street Plaza from 3:00-8:00 p.m. on May 11, 2024, “YEAS,” Colwell, Salomon, Vidlak, and McKerrigan, “NAYS,” None. Absent: Scanlan.

Ms. Egan presented ten Special Designated Liquor Licenses for Bands on Broadway to be held at the 18th Street Plaza on 6/6; 6/13; 6/20; 6/27; 7/11; 7/18; 7/25; 8/1; 8/8; & 8/15. She reiterated they will

ID and wristband; concerning the gates, there will be Police Officers hired to watch those. They will also have four staff members working who are all ETips certified selling the alcohol.

Council Member Colwell moved, seconded by Council Member Vidlak to approve ten Special Designated Liquor Licenses for BDS3C, LLC d/b/a Flyover Brewing Company to serve beer, wine, and distilled spirits at Bands on Broadway 6/6; 6/13; 6/20; 6/27; 7/11; 7/18; 7/25; 8/1; 8/8; & 8/15 from 4:00-10:00 p.m. at the 18th Street Plaza, “YEAS,” Salomon, Vidlak, McKerrigan, and Colwell. “NAYS,” None. Absent: Scanlan

Regarding the Community Festival Permit for BDS3C, LLC d/b/a Flyover Brewing Company, Ms. Egan explained this will be Flyover’s 6th birthday and they would like to have a celebration to include a Brew Off and Street Dance. With this they are asking to close 19th Street from the Broadway to Alley starting at 7:00 a.m. on July 6th through 12:00 p.m. on July 7th. The reason for the long closure is because they will be bringing in a stage and it will not get moved until the following day. They will close off the area with cattle panels and will clean up that evening so there will not be any problems.

Police Chief Spencer was asked if he anticipates any problems. He stated this was done last year and they had no issues. There is no business to the north of the Flyover so there should be no complaints.

Council Member Salomon moved to approve the Community Festival Permit for BDS3C, LLC d/b/a Flyover Brewing Company on July 6th, 11:00 a.m. -11:00 p.m. to include noise permit and street closure of 19th Stret., Broadway to Alley, 7:00 a.m. (7/6) to 12:00 p.m. (7/7) for a Birthday Brew Off and Street Dance, “YEAS,” Vidlak, Colwell, McKerrigan, and Salomon. “NAYS,” None. Absent: Scanlan.

Ms. Egan also asked for an approval of a Special Designated Liquor License to serve beer, wine and distilled spirits at the Birthday Celebration and Concert on July 6th. She explained with this license it will allow them to move the trailer outside for the street closure, adding it will alleviate pressure on the bar inside to allow for people to purchase their drinks outside. In addition, anyone who goes outside must have a ticket and at that time will be carded and a wrist band put on as well.

Council Member Colwell made a motion, seconded by Council Member Vidlak to approve the Special Designated Liquor License for BDS3C, LLC d/b/a Flyover Brewing Company to serve beer, wine & distilled spirits at a Birthday Celebration and Concert located at 1824 Broadway and 19th Street from 3:00-11:00 p.m., “YEAS,” McKerrigan, Colwell, Vidlak, and Salomon. “NAYS,” None. Absent: Scanlan.

Concerning the bid for one, new 22 ft. finishing mower for the Parks Department, City Manager Spencer explained there was one bid received from Sales Midwest, Inc. in the amount of \$39,700. This bid does come in under the budgeted amount of \$50,000 and staff is recommending approval.

Council Member Salomon made a motion to approve awarding the bid for one, new 22 ft. finishing mower, for the Parks Department, to Sales Midwest, Inc. in the amount of \$39,700. The motion was seconded by Council Member Vidlak, “YEAS,” Colwell, Salomon, Vidlak, and McKerrigan. “NAYS,” None. Absent: Scanlan.

Mr. Spencer also presented the bid for one, new, base model crew cab, 4-wheel drive, ¾ ton pickup truck for the Parks Department, explaining we received one bid for this as well, from Transwest Ford, LLC in the amount of \$53,075. The amount budgeted is \$61,000: staff is recommending approval.

Council Member Colwell moved, seconded by Council Member Vidlak to approve awarding the bid for one, new, base model crew cab 4-wheel drive ¾ ton pickup truck, for the Parks Department, to Transwest Ford in the amount of \$53,075, “YEAS,” Salomon, Vidlak, McKerrigan, and Colwell. “NAYS,” None. Absent: Scanlan.

Ms. Sharaya Toof, Economic Development Director, came forward to present the Economic Development Assistance Agreement with WyoBraska Alfalfa Mill, LLC. She explained this Agreement is to open an alfalfa pellet mill located in Mitchell, Nebraska. The applicants have applied for a loan of \$150,000 from LB840 funds and the proceeds will be primarily used for the completion of the mill and the operation of the milling equipment. They currently employ two full time employees who will be eligible for job credits, with the potential of adding more in the future. In addition, this application went before the LB840 Application Review Committee in February where it received a positive recommendation to forward to City Council.

Mr. Ryan Walker and Mr. Levi Umble came forward to answer questions regarding the project. They explained they have opened the mill on Sunflower Road in Mitchell because they have seen a bigger need for alfalfa product in the area. They plan to renovate the mill and make the alfalfa into pellets, by taking bales of hay, grinding them down into pellet form, which will be bagged to ship around the country. Their goal is to produce 50lb bags, which will require more employees, but would be a more convenient product for retailers to purchase. They also plan on utilizing hay from different markets, as well as their own.

Council Member Colwell made a motion, seconded by Council Member Salomon to approve the Economic Development Assistance Agreement with Wyobraska Alfalfa Mill, LLC and authorize the Economic Development Program Administrator to sign the Agreement, “YEAS,” McKerrigan, Colwell, Vidlak, and Salomon. “NAYS,” None. Absent: Scanlan.

Ms. Colleen Johnson, representing Old West Balloon Fest, approached Council to ask for funding of \$20,000 from the Community Programming Fund to help defray costs of the event that will be held in August 2024. She explained this is the 10th Anniversary of the Event titled, A Decade of Dreams, which will bring a joyful experience for patrons of all ages. The funding requested will be to help defray the costs of hotel rooms for pilots and to bring in special shapes for the event. They currently have 30 pilots who have registered for the event and they are hoping for more.

Council Member Colwell moved, seconded by Council Member Salomon to approve the funding request from Collen Johnson, representing Old West Balloon Fest, to help defray the costs of the event held in August 2024, “YEAS,” Colwell, Salomon, Vidlak, and McKerrigan. “NAYS,” None. Absent: Scanlan.

Under Council Reports, Council Member Vidlak presented to the students at Reconnect what her duties are as a Council Member of the City of Scottsbluff. Council Member Salomon gave an update on the Humane Society. He stated they are open on Saturdays and Sundays for adoptions, which is an easier time for people’s schedules. Their donations are up 25% and they are looking at adding a new room for people to get acquainted to dogs they may want to adopt. Mr. Salomon also updated on the Zoo, stating three clubs from Gering High School, (National Honor Society, Spanish Club, and Student Council), showed up to fill eggs for an Easter Egg hunt hosted by the Zoo. He also provided a YouTube video that the media department produced, showing different animals, activities and enclosures.

Council Member Colwell moved, seconded by Council Member Vidlak to adjourn the meeting at 6:50 p.m., “YEAS,” McKerrigan, Salomon, Colwell, and Vidlak. “NAYS,” None. Absent: Scanlan.

Mayor

Attest:

City Clerk

“SEAL”

City of Scottsbluff, Nebraska

Monday, April 1, 2024

Regular Meeting

Item 8.b

Council to set a public hearing for April 15, 2024, at 6:00 p.m. to receive information on making a recommendation on the Class D Liquor License for Legacy Cooperative d/b/a Northgate Ampride, 3302 Ave. B, Scottsbluff, NE.

Staff Contact: Kimberley Wright

City of Scottsbluff, Nebraska

Monday, April 1, 2024

Regular Meeting

Item 8.c

Council to set a public hearing for April 15, 2024 at 6:00 p.m. to receive information on making a recommendation on the Class CK Liquor License for Legacy Cooperative d/b/a Main Street Market Wine & Spirits, 401 S. Beltline Hwy W., Scottsbluff, NE.

Staff Contact: Kimberley Wright

City of Scottsbluff, Nebraska

Monday, April 1, 2024

Regular Meeting

Item 8.d

Council to excuse the absence of Council Member Scanlan from the March 18, 2024 Regular Meeting.

Staff Contact: Kimberley Wright

City of Scottsbluff, Nebraska

Monday, April 1, 2024

Regular Meeting

Item 8.e

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

Staff Contact: Lane Kizzire



City of Scottsbluff, NE

Expense Approval Report

By Vendor Name

Post Dates 3/19/2024 - 4/1/2024

Description (Payable)	Account Name	Amount
Vendor: 10025 - ANDREW KELLEY		
Fund: 111 - GENERAL		
PER DIEM FOR TECH RESCUE C...SCHOOL & CONFERENCE		428.00
	Fund 111 - GENERAL Total:	428.00
	Vendor 10025 - ANDREW KELLEY Total:	428.00
Vendor: 09862 - BAIRD HOLM LLP		
Fund: 111 - GENERAL		
PROF.SERV - GEN.RETIREMENT CONTRACTUAL SERVICES		862.00
	Fund 111 - GENERAL Total:	862.00
	Vendor 09862 - BAIRD HOLM LLP Total:	862.00
Vendor: 09716 - BLACK HILLS GAS DISTRIBUTION LLC		
Fund: 111 - GENERAL		
Monthly Energy Bill	HEATING FUEL	346.13
Monthly Energy Bill	HEATING FUEL	149.35
Monthly Energy Bill	HEATING FUEL	149.35
Monthly Energy Bill	HEATING FUEL	90.62
Monthly Energy Bill	HEATING FUEL	280.34
Monthly Energy Bill	HEATING FUEL	473.12
Monthly Energy Bill	HEATING FUEL	40.32
Monthly Energy Bill	HEATING FUEL	97.78
	Fund 111 - GENERAL Total:	1,627.01
Fund: 212 - STREETS		
Monthly Energy Bill	HEATING FUEL	1,481.25
	Fund 212 - STREETS Total:	1,481.25
Fund: 621 - ENVIRONMENTAL SERVICES		
Monthly Energy Bill	HEATING FUEL	525.90
	Fund 621 - ENVIRONMENTAL SERVICES Total:	525.90
Fund: 641 - WATER		
Monthly Energy Bill	HEATING FUEL	161.27
	Fund 641 - WATER Total:	161.27
	Vendor 09716 - BLACK HILLS GAS DISTRIBUTION LLC Total:	3,795.43
Vendor: 00091 - BSN SPORTS, INC		
Fund: 111 - GENERAL		
Department Supplies-REC	DEPARTMENT SUPPLIES	339.98
	Fund 111 - GENERAL Total:	339.98
	Vendor 00091 - BSN SPORTS, INC Total:	339.98
Vendor: 09886 - BUDGET DRAIN SERVICES LLC		
Fund: 621 - ENVIRONMENTAL SERVICES		
Building Maintenance-SAN	BUILDING MAINTENANCE	1,020.00
	Fund 621 - ENVIRONMENTAL SERVICES Total:	1,020.00
	Vendor 09886 - BUDGET DRAIN SERVICES LLC Total:	1,020.00
Vendor: 00735 - CAPITAL BUSINESS SYSTEMS INC.		
Fund: 111 - GENERAL		
Cont. Svcs.	CONTRACTUAL SERVICES	176.94
EQUIP MAINT ADM	EQUIPMENT MAINTENANCE	126.79
	Fund 111 - GENERAL Total:	303.73

Expense Approval Report

Post Dates: 3/19/2024 - 4/1/2024

Description (Payable)	Account Name	Amount
Fund: 212 - STREETS		
COPY MACHINE SERVICE	CONTRACTUAL SERVICES	35.02
	Fund 212 - STREETS Total:	35.02
	Vendor 00735 - CAPITAL BUSINESS SYSTEMS INC. Total:	338.75
Vendor: 00055 - CARR- TRUMBULL LUMBER CO, INC.		
Fund: 212 - STREETS		
SUPP - DRIMIX CONCRETE	DEPARTMENT SUPPLIES	48.31
	Fund 212 - STREETS Total:	48.31
	Vendor 00055 - CARR- TRUMBULL LUMBER CO, INC. Total:	48.31
Vendor: 07911 - CELLCO PARTNERSHIP		
Fund: 111 - GENERAL		
CELL PHONE PARK	CELLULAR PHONE	62.40
CELL PHONE PARK	CELLULAR PHONE	42.88
MARCH CELLULAR DATA	CELLULAR PHONE	277.24
CELL PHONES-PD	PHONE & INTERNET	1,484.00
	Fund 111 - GENERAL Total:	1,866.52
	Vendor 07911 - CELLCO PARTNERSHIP Total:	1,866.52
Vendor: 01976 - CLARK PRINTING LLC		
Fund: 111 - GENERAL		
DEPT SUPPL-PD	DEPARTMENT SUPPLIES	349.30
	Fund 111 - GENERAL Total:	349.30
	Vendor 01976 - CLARK PRINTING LLC Total:	349.30
Vendor: 10535 - COLUMN SOFTWARE PBC		
Fund: 641 - WATER		
CONTRACTUAL SVC	CONTRACTUAL SERVICES	17.05
	Fund 641 - WATER Total:	17.05
	Vendor 10535 - COLUMN SOFTWARE PBC Total:	17.05
Vendor: 02995 - CONSOLIDATED MANAGEMENT COMPANY		
Fund: 111 - GENERAL		
SCHOOLS & CONF-PD	SCHOOL & CONFERENCE	109.95
SCHOOLS & CONF-PD	SCHOOL & CONFERENCE	103.65
	Fund 111 - GENERAL Total:	213.60
	Vendor 02995 - CONSOLIDATED MANAGEMENT COMPANY Total:	213.60
Vendor: 09824 - CORE & MAIN LP		
Fund: 641 - WATER		
METERS	METERS	2,350.91
	Fund 641 - WATER Total:	2,350.91
	Vendor 09824 - CORE & MAIN LP Total:	2,350.91
Vendor: 00404 - DAS STATE ACCOUNTING-CENTRAL FINANCE		
Fund: 111 - GENERAL		
Monthly Long Distance	PHONE & INTERNET	3.29
Monthly Long Distance	PHONE & INTERNET	0.94
Monthly Long Distance	PHONE & INTERNET	0.47
Monthly Long Distance	PHONE & INTERNET	0.47
Monthly Long Distance	PHONE & INTERNET	2.35
Monthly Long Distance	PHONE & INTERNET	3.29
Monthly Long Distance	PHONE & INTERNET	25.48
Monthly Long Distance	PHONE & INTERNET	6.85
Monthly Long Distance	PHONE & INTERNET	2.35
Monthly Long Distance	PHONE & INTERNET	2.35
	Fund 111 - GENERAL Total:	47.84
Fund: 212 - STREETS		
Monthly Long Distance	PHONE & INTERNET	6.58
	Fund 212 - STREETS Total:	6.58

Expense Approval Report

Post Dates: 3/19/2024 - 4/1/2024

Description (Payable)	Account Name	Amount
Fund: 213 - CEMETERY		
Monthly Long Distance	PHONE & INTERNET	0.94
Fund 213 - CEMETERY Total:		0.94
Fund: 224 - ECONOMIC DEVELOPMENT		
Monthly Long Distance	PHONE & INTERNET	0.47
Fund 224 - ECONOMIC DEVELOPMENT Total:		0.47
Fund: 621 - ENVIRONMENTAL SERVICES		
Monthly Long Distance	PHONE & INTERNET	3.36
Fund 621 - ENVIRONMENTAL SERVICES Total:		3.36
Fund: 631 - WASTEWATER		
Monthly Long Distance	PHONE & INTERNET	2.06
Fund 631 - WASTEWATER Total:		2.06
Fund: 641 - WATER		
Monthly Long Distance	PHONE & INTERNET	1.89
Fund 641 - WATER Total:		1.89
Fund: 661 - STORMWATER		
Monthly Long Distance	PHONE & INTERNET	1.44
Fund 661 - STORMWATER Total:		1.44
Fund: 721 - GIS SERVICES		
Monthly Long Distance	PHONE & INTERNET	0.47
Fund 721 - GIS SERVICES Total:		0.47
Vendor 00404 - DAS STATE ACCOUNTING-CENTRAL FINANCE Total:		65.05
Vendor: 08687 - DELGADO LUPE		
Fund: 111 - GENERAL		
CONSULTING-PD	CONSULTING SERVICES	25.00
Fund 111 - GENERAL Total:		25.00
Vendor 08687 - DELGADO LUPE Total:		25.00
Vendor: 09703 - DOCU-SHRED LLC		
Fund: 111 - GENERAL		
DEPT SUPPL-PD	DEPARTMENT SUPPLIES	80.00
Fund 111 - GENERAL Total:		80.00
Vendor 09703 - DOCU-SHRED LLC Total:		80.00
Vendor: 01003 - ELLIOTT EQUIPMENT COMPANY INC.		
Fund: 621 - ENVIRONMENTAL SERVICES		
Department Supplies-SAN	DEPARTMENT SUPPLIES	1,542.18
Fund 621 - ENVIRONMENTAL SERVICES Total:		1,542.18
Vendor 01003 - ELLIOTT EQUIPMENT COMPANY INC. Total:		1,542.18
Vendor: 03950 - ENERGY LABORATORIES, INC DEPT 6250		
Fund: 641 - WATER		
SAMPLES	SAMPLES	144.00
Fund 641 - WATER Total:		144.00
Vendor 03950 - ENERGY LABORATORIES, INC DEPT 6250 Total:		144.00
Vendor: 00548 - FEDERAL EXPRESS CORPORATION		
Fund: 641 - WATER		
POSTAGE	POSTAGE	30.24
Fund 641 - WATER Total:		30.24
Vendor 00548 - FEDERAL EXPRESS CORPORATION Total:		30.24
Vendor: 04174 - FERGUSON SIGNS, INC		
Fund: 215 - SPECIAL PROJECTS		
SIGN REPAIR - HAIL STORM 20... INSURED REPAIRS/REPLACE		8,929.75
Fund 215 - SPECIAL PROJECTS Total:		8,929.75
Vendor 04174 - FERGUSON SIGNS, INC Total:		8,929.75

Expense Approval Report

Post Dates: 3/19/2024 - 4/1/2024

Description (Payable)	Account Name	Amount
Vendor: 00794 - FLOYD'S TRUCK CENTER SCOTTSBLUFF		
Fund: 621 - ENVIRONMENTAL SERVICES		
Vehicle Maintenance-SAN	VEHICLE MAINTENANCE	15.54
Vehicle Maintenance-SAN	VEHICLE MAINTENANCE	155.62
Fund 621 - ENVIRONMENTAL SERVICES Total:		171.16
Vendor 00794 - FLOYD'S TRUCK CENTER SCOTTSBLUFF Total:		171.16
Vendor: 00887 - FYR-TEK INC		
Fund: 111 - GENERAL		
AIR COMPRESSOR ANNUAL SE...	EQUIPMENT MAINTENANCE	913.39
MICROBLAZE FIREFIGHTING F...	DEPARTMENT SUPPLIES	3,546.80
Fund 111 - GENERAL Total:		4,460.19
Vendor 00887 - FYR-TEK INC Total:		4,460.19
Vendor: 10470 - GARCIA & SON'S INTERIOR & EXTERIOR SERVICES, LLC		
Fund: 411 - CDBG		
CDBG FINAL DRAW - 2SB	GRANT EXPENSE	1,761.42
Fund 411 - CDBG Total:		1,761.42
Vendor 10470 - GARCIA & SON'S INTERIOR & EXTERIOR SERVICES, LLC Total:		1,761.42
Vendor: 10330 - GERING MULITPURPOSE SENIOR CENTER		
Fund: 111 - GENERAL		
CONTRACTUAL	CONTRACTUAL SERVICES	1,000.00
Fund 111 - GENERAL Total:		1,000.00
Vendor 10330 - GERING MULITPURPOSE SENIOR CENTER Total:		1,000.00
Vendor: 09610 - GRAY TELEVISION GROUP INC		
Fund: 661 - STORMWATER		
Tri-City Stormwater PSAs TV	CONTRACTUAL SERVICES	1,395.00
Tri-City Stormwater PSAs Inte...	CONTRACTUAL SERVICES	400.01
Tri-City Stormwater PSAs OTT	CONTRACTUAL SERVICES	500.00
Fund 661 - STORMWATER Total:		2,295.01
Vendor 09610 - GRAY TELEVISION GROUP INC Total:		2,295.01
Vendor: 05667 - HOA SOLUTIONS, INC		
Fund: 631 - WASTEWATER		
EQUIP MAINT	EQUIPMENT MAINTENANCE	350.00
Fund 631 - WASTEWATER Total:		350.00
Vendor 05667 - HOA SOLUTIONS, INC Total:		350.00
Vendor: 00299 - HULLINGER GLASS & LOCKS INC.		
Fund: 111 - GENERAL		
BLDG MAINT-PD	BUILDING MAINTENANCE	85.00
DEPT SUPP PARK	DEPARTMENT SUPPLIES	38.50
Fund 111 - GENERAL Total:		123.50
Vendor 00299 - HULLINGER GLASS & LOCKS INC. Total:		123.50
Vendor: 00954 - INFO USA MARKETING		
Fund: 111 - GENERAL		
DEPT SUPP LIB/PW	DEPARTMENT SUPPLIES	360.00
Fund 111 - GENERAL Total:		360.00
Fund: 212 - STREETS		
DEPT SUPP LIB/PW	DEPARTMENT SUPPLIES	360.00
Fund 212 - STREETS Total:		360.00
Vendor 00954 - INFO USA MARKETING Total:		720.00
Vendor: 08154 - INTERNAL REVENUE SERVICE		
Fund: 713 - CASH & INVESTMENT POOL		
WITHHOLDINGS	MEDICARE W/H EE PAYABLE	4,511.22
WITHHOLDINGS	MEDICARE W/H EE PAYABLE	4,511.22
WITHHOLDINGS	FICA W/H EE PAYABLE	16,670.13
WITHHOLDINGS	FICA W/H EE PAYABLE	16,670.13

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Description (Payable)	Account Name	Amount
WITHHOLDINGS	FED W/H EE PAYABLE	27,104.34
Fund 713 - CASH & INVESTMENT POOL Total:		69,467.04
Vendor 08154 - INTERNAL REVENUE SERVICE Total:		69,467.04
Vendor: 08525 - INTRALINKS, INC		
Fund: 111 - GENERAL		
DATTO ALTO - MARCH 2024 A...	CONTRACTUAL SERVICES	2,298.00
Fund 111 - GENERAL Total:		2,298.00
Fund: 641 - WATER		
DATTO ALTO - MARCH 2024 A...	CONTRACTUAL SERVICES	119.00
Fund 641 - WATER Total:		119.00
Vendor 08525 - INTRALINKS, INC Total:		2,417.00
Vendor: 00192 - J G ELLIOTT CO.INC.		
Fund: 111 - GENERAL		
NOTARY BOND-PD	BONDING	40.00
Prgmg.	PROGRAMMING	40.00
Prgmg.	PROGRAMMING	40.00
Prgmg.	PROGRAMMING	40.00
Fund 111 - GENERAL Total:		160.00
Vendor 00192 - J G ELLIOTT CO.INC. Total:		160.00
Vendor: 10487 - JEREMY L GREENMAN		
Fund: 111 - GENERAL		
ENGINE 1 DIAGNOSTIC AND A...	VEHICLE MAINTENANCE	1,352.60
BRUSH 1 PREVENTATIVE MAI...	VEHICLE MAINTENANCE	702.21
ENGINE 1 BRAKE SERVICE	VEHICLE MAINTENANCE	2,387.55
Fund 111 - GENERAL Total:		4,442.36
Vendor 10487 - JEREMY L GREENMAN Total:		4,442.36
Vendor: 06131 - JOHN DEERE FINANCIAL		
Fund: 111 - GENERAL		
EQUIP MAINT-PD	EQUIPMENT MAINTENANCE	204.99
EQUIP MAINT-PD	EQUIPMENT MAINTENANCE	159.98
Fund 111 - GENERAL Total:		364.97
Fund: 212 - STREETS		
SUPP - SNOW SHOVELS	DEPARTMENT SUPPLIES	72.98
SUPP - DRILL BITS	DEPARTMENT SUPPLIES	21.98
Fund 212 - STREETS Total:		94.96
Vendor 06131 - JOHN DEERE FINANCIAL Total:		459.93
Vendor: 08067 - JOHN DEERE FINANCIAL		
Fund: 111 - GENERAL		
DEPT SUPP PARK	DEPARTMENT SUPPLIES	115.92
DEPT SUPP PARK	DEPARTMENT SUPPLIES	18.97
DEPT SUPP PARK	DEPARTMENT SUPPLIES	19.98
GROUND MAINT PARK	GROUNDS MAINTENANCE	17.98
DEPT SUPP PARK	DEPARTMENT SUPPLIES	-18.97
DEPT SUPP PARK	DEPARTMENT SUPPLIES	-19.98
Fund 111 - GENERAL Total:		133.90
Fund: 212 - STREETS		
DIESEL OIL ADDITIVE	OIL & ANTIFREEZE	59.99
Fund 212 - STREETS Total:		59.99
Vendor 08067 - JOHN DEERE FINANCIAL Total:		193.89
Vendor: 09474 - JOHN DEERE FINANCIAL		
Fund: 111 - GENERAL		
EQUIP MAINT PARK	EQUIPMENT MAINTENANCE	169.76
Fund 111 - GENERAL Total:		169.76
Vendor 09474 - JOHN DEERE FINANCIAL Total:		169.76

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Description (Payable)	Account Name	Amount
Vendor: 02522 - KITE, LANCE		
Fund: 111 - GENERAL		
SCHOOLS & CONF-PD	SCHOOL & CONFERENCE	51.00
Fund 111 - GENERAL Total:		51.00
Vendor 02522 - KITE, LANCE Total:		51.00
Vendor: 09872 - KRIZ DAVIS		
Fund: 631 - WASTEWATER		
EQUIP MAINT	EQUIPMENT MAINTENANCE	247.76
Fund 631 - WASTEWATER Total:		247.76
Vendor 09872 - KRIZ DAVIS Total:		247.76
Vendor: 00242 - M.C. SCHAFF & ASSOCIATES, INC		
Fund: 111 - GENERAL		
PROF SERV. - NOVEMBER 2023	CONTRACTUAL SERVICES	1,800.00
PROF SERV. - FEB 2024	CONTRACTUAL SERVICES	1,000.00
PROF SERV. - FEB 2024	CONTRACTUAL SERVICES	3,580.00
PROF SERV. - FEB 2024	CONTRACTUAL SERVICES	3,580.00
PROF SERV. - FEB 2024	CONTRACTUAL SERVICES	100.00
Fund 111 - GENERAL Total:		10,060.00
Fund: 621 - ENVIRONMENTAL SERVICES		
PROF SERV. - FEB 2024	CONTRACTUAL SERVICES	500.00
Fund 621 - ENVIRONMENTAL SERVICES Total:		500.00
Vendor 00242 - M.C. SCHAFF & ASSOCIATES, INC Total:		10,560.00
Vendor: 09760 - MACQUEEN EQUIPMENT INC		
Fund: 631 - WASTEWATER		
EQUIP MAINT	EQUIPMENT MAINTENANCE	1,504.75
Fund 631 - WASTEWATER Total:		1,504.75
Vendor 09760 - MACQUEEN EQUIPMENT INC Total:		1,504.75
Vendor: 07628 - MENARDS, INC		
Fund: 111 - GENERAL		
GROUND MAINT PARK	GROUNDS MAINTENANCE	39.15
GROUND MAINT PARK	GROUNDS MAINTENANCE	62.20
DEPT SUPP PARK	DEPARTMENT SUPPLIES	39.98
BLDG MAINT PARK	BUILDING MAINTENANCE	34.26
BLDG AINT PARK	BUILDING MAINTENANCE	166.98
BLDG MAINT PARK	BUILDING MAINTENANCE	69.76
BLDG MAINT PARK	BUILDING MAINTENANCE	95.87
BLDG MAINT PARK	BUILDING MAINTENANCE	60.83
BLDG MAINT PARK	BUILDING MAINTENANCE	16.92
JANITORIAL SUPP PARK	JANITORIAL SUPPLIES	57.67
DEPT SUPP PARK	DEPARTMENT SUPPLIES	29.95
Fund 111 - GENERAL Total:		673.57
Fund: 212 - STREETS		
SUPP - EDGER	DEPARTMENT SUPPLIES	9.68
SUPP - CLAMP, ROD, STRAP	DEPARTMENT SUPPLIES	22.29
SUPP - WHISK BROOM, CONTR..	DEPARTMENT SUPPLIES	28.63
Fund 212 - STREETS Total:		60.60
Fund: 213 - CEMETERY		
DEPT SUPP CEM	DEPARTMENT SUPPLIES	61.79
DEPT SUPP CEM	DEPARTMENT SUPPLIES	25.86
Fund 213 - CEMETERY Total:		87.65
Fund: 621 - ENVIRONMENTAL SERVICES		
EQUIP MAINT	EQUIPMENT MAINTENANCE	84.35
DEPT SUP	DEPARTMENT SUPPLIES	38.12
Fund 621 - ENVIRONMENTAL SERVICES Total:		122.47
Fund: 631 - WASTEWATER		
EQUIP MAINT	EQUIPMENT MAINTENANCE	84.35

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Description (Payable)	Account Name	Amount
DEPT SUP	DEPARTMENT SUPPLIES	5.56
DEPT SUP	DEPARTMENT SUPPLIES	38.11
DEPT SUP	DEPARTMENT SUPPLIES	8.58
Fund 631 - WASTEWATER Total:		136.60
Vendor 07628 - MENARDS, INC Total:		1,080.89
Vendor: 10057 - MICHAEL BEEBE		
Fund: 111 - GENERAL		
BLDG MAINT-PD	BUILDING MAINTENANCE	101.59
BLDG MAINT-PD	BUILDING MAINTENANCE	101.60
Fund 111 - GENERAL Total:		203.19
Vendor 10057 - MICHAEL BEEBE Total:		203.19
Vendor: 04082 - NE CHILD SUPPORT PAYMENT CENTER		
Fund: 713 - CASH & INVESTMENT POOL		
NE CHILD SUPPORT PYBLE	CHILD SUPPORT EE PAY	1,980.10
Fund 713 - CASH & INVESTMENT POOL Total:		1,980.10
Vendor 04082 - NE CHILD SUPPORT PAYMENT CENTER Total:		1,980.10
Vendor: 00797 - NE DEPT OF REVENUE		
Fund: 111 - GENERAL		
TAXES	SALES TAX PAYABLE	78.04
Fund 111 - GENERAL Total:		78.04
Fund: 621 - ENVIRONMENTAL SERVICES		
TAXES	SALES TAX PAYABLE	91.50
Fund 621 - ENVIRONMENTAL SERVICES Total:		91.50
Fund: 631 - WASTEWATER		
TAXES	SALES TAX PAYABLE	15,077.65
Fund 631 - WASTEWATER Total:		15,077.65
Fund: 641 - WATER		
TAXES	SALES TAX PAYABLE	2,540.16
Fund 641 - WATER Total:		2,540.16
Fund: 661 - STORMWATER		
TAXES	SALES TAX PAYABLE	989.05
Fund 661 - STORMWATER Total:		989.05
Vendor 00797 - NE DEPT OF REVENUE Total:		18,776.40
Vendor: 00402 - NEBRASKA MACHINERY CO		
Fund: 641 - WATER		
EQUIP MAINT	EQUIPMENT MAINTENANCE	24.50
Fund 641 - WATER Total:		24.50
Vendor 00402 - NEBRASKA MACHINERY CO Total:		24.50
Vendor: 00578 - NEBRASKA PUBLIC POWER DISTRICT		
Fund: 631 - WASTEWATER		
ELECTRICITY	ELECTRIC POWER	14,417.59
ELECTRICITY	ELECTRIC POWER	156.36
Fund 631 - WASTEWATER Total:		14,573.95
Fund: 641 - WATER		
ELECTRICITY	ELECTRIC POWER	2,411.60
ELECTRICITY	ELECTRIC POWER	4,023.62
Fund 641 - WATER Total:		6,435.22
Vendor 00578 - NEBRASKA PUBLIC POWER DISTRICT Total:		21,009.17
Vendor: 05373 - NEBRASKA SAFETY & FIRE EQUIPMENT INC.		
Fund: 111 - GENERAL		
BLDG MAINT-PD	BUILDING MAINTENANCE	247.00
BLDG MAINT-PD	BUILDING MAINTENANCE	247.00
Fund 111 - GENERAL Total:		494.00
Vendor 05373 - NEBRASKA SAFETY & FIRE EQUIPMENT INC. Total:		494.00

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Description (Payable)	Account Name	Amount
Vendor: 10168 - NSG LOGISTICS LLC		
Fund: 212 - STREETS		
1 LOAD ICE SLICER	STREET REPAIR SUPPLIES	4,966.00
Fund 212 - STREETS Total:		4,966.00
Vendor 10168 - NSG LOGISTICS LLC Total:		4,966.00
Vendor: 00285 - OREGON TRAIL PLUMBING, HEATING & COOLING INC		
Fund: 111 - GENERAL		
OVER PYMT	CONTRACTORS LIC PAYABLE	180.00
Fund 111 - GENERAL Total:		180.00
Vendor 00285 - OREGON TRAIL PLUMBING, HEATING & COOLING INC Total:		180.00
Vendor: 00815 - PANHANDLE AREA DEVELOPMENT DISTRICT		
Fund: 411 - CDBG		
GEN.ADMIN COSTS 9/1/23 - 1...	GRANT EXPENSE	2,380.00
HOUSING MGMT COST 9/1/23...	GRANT EXPENSE	4,340.00
GEN.ADMIN COSTS 11/1/23 - ...	GRANT EXPENSE	1,400.00
HOUSING MGMT COST 11/1/...	GRANT EXPENSE	1,890.00
GEN ADMIN COSTS 1/1/24 - 2...	GRANT EXPENSE	210.00
HOUSING MGMT COST 1/1/2...	GRANT EXPENSE	1,120.00
Fund 411 - CDBG Total:		11,340.00
Vendor 00815 - PANHANDLE AREA DEVELOPMENT DISTRICT Total:		11,340.00
Vendor: 00487 - PANHANDLE ENVIRONMENTAL SERVICES INC		
Fund: 641 - WATER		
SAMPLES	SAMPLES	100.00
COLIFORM SAMPLES	SAMPLES	100.00
Fund 641 - WATER Total:		200.00
Vendor 00487 - PANHANDLE ENVIRONMENTAL SERVICES INC Total:		200.00
Vendor: 00017 - PANHANDLE HUMANE SOCIETY		
Fund: 111 - GENERAL		
CONTRACTUAL	CONTRACTUAL SERVICES	5,938.88
Fund 111 - GENERAL Total:		5,938.88
Vendor 00017 - PANHANDLE HUMANE SOCIETY Total:		5,938.88
Vendor: 01276 - PLATTE VALLEY BANK		
Fund: 713 - CASH & INVESTMENT POOL		
HEALTH SAVINGS ACCOUNT	HSA EE PAYABLE	9,935.53
Fund 713 - CASH & INVESTMENT POOL Total:		9,935.53
Vendor 01276 - PLATTE VALLEY BANK Total:		9,935.53
Vendor: 10549 - POTESTIO BROTHERS EQUIPMENT		
Fund: 511 - CAPITAL PROJECTS FUND		
CIP EQUIP PARK	EQUIPMENT	23,318.00
Fund 511 - CAPITAL PROJECTS FUND Total:		23,318.00
Vendor 10549 - POTESTIO BROTHERS EQUIPMENT Total:		23,318.00
Vendor: 10548 - POWELL SPENCER		
Fund: 641 - WATER		
SCHOOLS & CONF	SCHOOL & CONFERENCE	285.00
Fund 641 - WATER Total:		285.00
Vendor 10548 - POWELL SPENCER Total:		285.00
Vendor: 04089 - REGIONAL CARE INC		
Fund: 812 - HEALTH INSURANCE		
CLAIMS	CLAIMS EXPENSE	112,221.30
HEALTH INS. PREMIUM - APRIL..	PREMIUM EXPENSE	44,512.97
Fund 812 - HEALTH INSURANCE Total:		156,734.27
Vendor 04089 - REGIONAL CARE INC Total:		156,734.27

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Description (Payable)	Account Name	Amount
Vendor: 00798 - REGISTER OF DEEDS		
Fund: 111 - GENERAL		
LEGAL	LEGAL FEES	22.00
Fund 111 - GENERAL Total:		22.00
Fund: 213 - CEMETERY		
LEGAL	LEGAL FEES	10.00
LEGAL	LEGAL FEES	10.00
Fund 213 - CEMETERY Total:		20.00
Vendor 00798 - REGISTER OF DEEDS Total:		42.00
Vendor: 08204 - RIVERSIDE ZOOLOGICAL FOUNDATION		
Fund: 111 - GENERAL		
CONTRACTUAL	CONTRACTUAL SERVICES	75,000.00
Fund 111 - GENERAL Total:		75,000.00
Vendor 08204 - RIVERSIDE ZOOLOGICAL FOUNDATION Total:		75,000.00
Vendor: 00366 - ROOSEVELT PUBLIC POWER DISTRICT		
Fund: 641 - WATER		
ELECTRICITY - MARCH 2024	ELECTRIC POWER	1,781.26
Fund 641 - WATER Total:		1,781.26
Vendor 00366 - ROOSEVELT PUBLIC POWER DISTRICT Total:		1,781.26
Vendor: 10235 - RUSSEL'S AUTOMOTIVE		
Fund: 111 - GENERAL		
VEH MAINT-PD	VEHICLE MAINTENANCE	158.27
VEH MAINT-PD	VEHICLE MAINTENANCE	1,203.70
VEH MAINT-PD	VEHICLE MAINTENANCE	40.85
VEH MAINT-PD	VEHICLE MAINTENANCE	618.29
Fund 111 - GENERAL Total:		2,021.11
Vendor 10235 - RUSSEL'S AUTOMOTIVE Total:		2,021.11
Vendor: 00026 - S M E C		
Fund: 713 - CASH & INVESTMENT POOL		
EMPLOYEE DEDUCTION	SMEC EE PAYABLE	120.50
Fund 713 - CASH & INVESTMENT POOL Total:		120.50
Vendor 00026 - S M E C Total:		120.50
Vendor: 10127 - SANDRY FIRE SUPPLY		
Fund: 111 - GENERAL		
FIT TESTING FOR FORBES, IM...	DEPARTMENT SUPPLIES	105.00
Fund 111 - GENERAL Total:		105.00
Vendor 10127 - SANDRY FIRE SUPPLY Total:		105.00
Vendor: 02531 - SCB FIREFIGHTERS UNION LOCAL 1454		
Fund: 713 - CASH & INVESTMENT POOL		
FIRE EE DUES	FIRE UNION DUES EE PAY	300.00
Fund 713 - CASH & INVESTMENT POOL Total:		300.00
Vendor 02531 - SCB FIREFIGHTERS UNION LOCAL 1454 Total:		300.00
Vendor: 00704 - SCOTTSBLUFF MOTOR CO, INC		
Fund: 218 - PUBLIC SAFETY		
HIDTA CAR LEASE-PD	DEPARTMENT SUPPLIES	375.00
Fund 218 - PUBLIC SAFETY Total:		375.00
Vendor 00704 - SCOTTSBLUFF MOTOR CO, INC Total:		375.00
Vendor: 00273 - SCOTTSBLUFF POLICE OFFICERS ASSOCIATION		
Fund: 713 - CASH & INVESTMENT POOL		
POLICE EE DUES	POL UNION DUES EE PAY	780.00
Fund 713 - CASH & INVESTMENT POOL Total:		780.00
Vendor 00273 - SCOTTSBLUFF POLICE OFFICERS ASSOCIATION Total:		780.00

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Description (Payable)	Account Name	Amount
Vendor: 01271 - SCOTTSBLUFF SCREENPRINTING & EMBROIDERY, LLC		
Fund: 111 - GENERAL		
UNIFORMS-PD	UNIFORMS & CLOTHING	44.00
HR RECRUITMENT SUPP	RECRUITMENT	275.00
Fund 111 - GENERAL Total:		319.00
Vendor 01271 - SCOTTSBLUFF SCREENPRINTING & EMBROIDERY, LLC Total:		319.00
Vendor: 00684 - SHERIFF'S OFFICE		
Fund: 111 - GENERAL		
LEGAL FEES-PD	LEGAL FEES	9.00
LEGAL FEES-PD	LEGAL FEES	67.00
LEGAL FEES-PD	LEGAL FEES	9.00
LEGAL FEES-PD	LEGAL FEES	18.00
LEGAL FEES-PD	LEGAL FEES	29.20
LEGAL FEES-PD	LEGAL FEES	23.60
LEGAL FEES-PD	LEGAL FEES	9.00
LEGAL FEES-PD	LEGAL FEES	23.60
LEGAL FEES-PD	LEGAL FEES	9.00
LEGAL FEES-PD	LEGAL FEES	28.50
Fund 111 - GENERAL Total:		225.90
Vendor 00684 - SHERIFF'S OFFICE Total:		225.90
Vendor: 00786 - SHERWIN WILLIAMS		
Fund: 212 - STREETS		
GLASS PAINT BEADS	STREET REPAIR SUPPLIES	1,509.19
Fund 212 - STREETS Total:		1,509.19
Vendor 00786 - SHERWIN WILLIAMS Total:		1,509.19
Vendor: 01031 - SIMON CONTRACTORS		
Fund: 213 - CEMETERY		
DEPT SUPP CEM	DEPARTMENT SUPPLIES	945.50
DEPT SUPP CEM	DEPARTMENT SUPPLIES	945.50
Fund 213 - CEMETERY Total:		1,891.00
Vendor 01031 - SIMON CONTRACTORS Total:		1,891.00
Vendor: 00513 - SNELL SERVICES INC.		
Fund: 111 - GENERAL		
Bldg. Main.	BUILDING MAINTENANCE	180.00
Bldg. Main.	BUILDING MAINTENANCE	373.00
Fund 111 - GENERAL Total:		553.00
Vendor 00513 - SNELL SERVICES INC. Total:		553.00
Vendor: 00054 - STATE HEALTH LAB		
Fund: 641 - WATER		
SAMPLES	SAMPLES	212.00
Fund 641 - WATER Total:		212.00
Vendor 00054 - STATE HEALTH LAB Total:		212.00
Vendor: 01235 - STATE OF NE.		
Fund: 111 - GENERAL		
CONTRACTUAL-PD	CONTRACTUAL SERVICES	630.00
Fund 111 - GENERAL Total:		630.00
Vendor 01235 - STATE OF NE. Total:		630.00
Vendor: 00677 - TERRY D SCOTT		
Fund: 111 - GENERAL		
VEH MAINT PARK	VEHICLE MAINTENANCE	384.67
VEH MAINT PARK	VEHICLE MAINTENANCE	104.01
Fund 111 - GENERAL Total:		488.68
Vendor 00677 - TERRY D SCOTT Total:		488.68

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Description (Payable)	Account Name	Amount
Vendor: 01578 - THOMPSON GLASS, INC		
Fund: 111 - GENERAL		
VEH MAINT PARK	VEHICLE MAINTENANCE	35.00
Fund 111 - GENERAL Total:		35.00
Vendor 01578 - THOMPSON GLASS, INC Total:		35.00
Vendor: 10383 - U AND U TRUCKING LLC		
Fund: 621 - ENVIRONMENTAL SERVICES		
Contractual Services-SAN	CONTRACTUAL SERVICES	1,102.00
Contracual Services-SAN	CONTRACTUAL SERVICES	1,102.00
Fund 621 - ENVIRONMENTAL SERVICES Total:		2,204.00
Vendor 10383 - U AND U TRUCKING LLC Total:		2,204.00
Vendor: 09865 - UNION BANK & TRUST		
Fund: 713 - CASH & INVESTMENT POOL		
RETIREMENT	REGULAR RETIRE EE PAY	8,764.46
RETIREMENT	REGULAR RETIRE EE PAY	9,601.26
RETIREMENT	DEFERRED COMP EE PAY	176.40
RETIREMENT	DEFERRED COMP EE PAY	902.62
RETIREMENT	DEFERRED COMP EE PAY	1,925.00
RETIREMENT	RETIRE FIRE EE PAYABLE	5,322.38
RETIREMENT	RETIRE FIRE EE PAYABLE	2,884.82
RETIREMENT	RETIRE POLICE EE PAY	7,339.04
RETIREMENT	RETIRE POLICE EE PAY	6,561.21
Fund 713 - CASH & INVESTMENT POOL Total:		43,477.19
Vendor 09865 - UNION BANK & TRUST Total:		43,477.19
Vendor: 08828 - US BANK		
Fund: 111 - GENERAL		
SCHOOL & CONF CM	SCHOOL & CONFERENCE	45.60
GASOLINE TRAVEL TO FIRE IN...	GASOLINE	55.24
GASOLINE TRAVEL TO FIRE IN...	GASOLINE	51.33
SCHOOL & CONF CM	SCHOOL & CONFERENCE	22.50
Prgmg.	PROGRAMMING	31.98
Prgmg.	PROGRAMMING	48.99
Prgmg.	PROGRAMMING	8.99
Coll.	COLLECTIONS	994.79
Coll.	COLLECTIONS	991.05
Coll.	COLLECTIONS	899.29
Coll.	COLLECTIONS	85.78
SCHOOL & CONF CM	SCHOOL & CONFERENCE	56.13
DEPT SUPP PARK	DEPARTMENT SUPPLIES	29.99
SCHOOL & CONF CM	SCHOOL & CONFERENCE	11.25
FIREFIGHTER I AND II TEXTBO...	DEPARTMENT SUPPLIES	103.64
Dep. Sup.	DEPARTMENT SUPPLIES	215.62
DEPT SUPPL-PD	DEPARTMENT SUPPLIES	586.44
POSTAGE-PD	POSTAGE	53.55
SCHOOLS & CONF-PD	SCHOOL & CONFERENCE	119.84
OVERNIGHT MAIL TO NEBRAS...	DEPARTMENT SUPPLIES	71.27
Prgmg.	PROGRAMMING	30.00
Prgmg.	PROGRAMMING	30.00
POSTAGE-PD	POSTAGE	17.85
Dep. Sup.	DEPARTMENT SUPPLIES	239.83
NEBRASKA STATE VOLUNTEER...	SCHOOL & CONFERENCE	300.00
POSTAGE-PD	POSTAGE	5.25
EQUIP MAINT-PD	EQUIPMENT MAINTENANCE	24.85
EQUIP MAINT-PD	EQUIPMENT MAINTENANCE	21.47
SCHOOL & CONF HR	SCHOOL & CONFERENCE	100.00
Dep. Sup.	DEPARTMENT SUPPLIES	46.02
SCHOOLS & CONF-PD	SCHOOL & CONFERENCE	595.00
HOTEL FOR RESCUE CLASS - ...	SCHOOL & CONFERENCE	291.32

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Description (Payable)	Account Name	Amount
FLIGHT AND CAR RENTAL RES...	SCHOOL & CONFERENCE	821.15
HASTINGS FIRE-RESCUE OFFIC...	SCHOOL & CONFERENCE	50.00
POSTAGE-PD	POSTAGE	35.70
HOTEL FOR OFFICER CLASS - L...	SCHOOL & CONFERENCE	116.82
Prgmg.	PROGRAMMING	14.00
NATIONAL REGISTRY EMT - KE...	MEMBERSHIPS	25.00
ACROBAT PRO - LIZ (AUDIT)	DEPARTMENT SUPPLIES	128.21
RECOIL STARTER ASSEMBLY S...	DEPARTMENT SUPPLIES	24.98
EQUIP MAINT-PD	EQUIPMENT MAINTENANCE	89.90
BONDS-PD	BONDING	30.00
DEPT SUPPL-PD	DEPARTMENT SUPPLIES	534.86
TWO HAZARDOUS MATERIALS...	DEPARTMENT SUPPLIES	206.84
SCHOOLS & CONF-PD	SCHOOL & CONFERENCE	631.89
Prgmg.	PROGRAMMING	34.99
Prgmg.	PROGRAMMING	30.00
Prgmg.	PROGRAMMING	30.00
Prgmg.	PROGRAMMING	103.74
Prgmg.	PROGRAMMING	30.00
DEPT SUPP PARK	DEPARTMENT SUPPLIES	45.98
Prgmg.	PROGRAMMING	140.96
EQUIP MAINT-PD	EQUIPMENT MAINTENANCE	585.50
POSTAGE-PD	POSTAGE	55.30
SCHOOLS & CONF-PD	SCHOOL & CONFERENCE	461.00
IIMC MEMBERSHIP 2024 - BU...	MEMBERSHIPS	125.00
POSTAGE-PD	POSTAGE	19.05
Coll.	COLLECTIONS	10.49
Prgmg.	PROGRAMMING	68.18
Prgmg.	PROGRAMMING	8.99
PRINTER TONER - CAPTAIN OF...	DEPARTMENT SUPPLIES	40.98
Jan. Sup.	JANITORIAL SUPPLIES	112.94
Coll.	COLLECTIONS	27.20
DEPARTMENT BADGES AND N...	UNIFORMS & CLOTHING	442.50
HOTEL FOR FIRE SCHOOL - M...	SCHOOL & CONFERENCE	375.73
CAR RENTAL FOR RESCUE CLA...	SCHOOL & CONFERENCE	954.32
HOTEL FOR FIRE SCHOOL - M...	SCHOOL & CONFERENCE	180.74
DEPT SUPP ADM	DEPARTMENT SUPPLIES	165.96
Prgmg.	PROGRAMMING	13.29
Prgmg.	PROGRAMMING	59.50
GASOLINE-PD	GASOLINE	15.37
GASOLINE-PD	GASOLINE	32.94
Star-Herald Subscription	PUBLICATIONS	21.99
SCHOOL & CONF CM	SCHOOL & CONFERENCE	-3.03
CREDIT BACK FROM INSURAN...	DEPARTMENT SUPPLIES	-33.00
Fund 111 - GENERAL Total:		13,050.82
Fund: 212 - STREETS		
AMAZON PRIME MEMBERSHIP	DEPARTMENT SUPPLIES	179.00
TWO TOOL BOXES FOR ELECTR...	DEPARTMENT SUPPLIES	1,771.58
SUPP - NUTS, BOLTS, FENDER...	DEPARTMENT SUPPLIES	72.13
Fund 212 - STREETS Total:		2,022.71
Fund: 213 - CEMETERY		
SCHOOL & CONF CEM	SCHOOL & CONFERENCE	-95.00
Fund 213 - CEMETERY Total:		-95.00
Fund: 218 - PUBLIC SAFETY		
CIP-BODY CAM HOLSTERS-PD	DEPARTMENT SUPPLIES	104.98
Fund 218 - PUBLIC SAFETY Total:		104.98
Fund: 224 - ECONOMIC DEVELOPMENT		
OFFICE SUPP ED	DEPARTMENT SUPPLIES	184.99
SCHOOL & CONF ED	SCHOOL & CONFERENCE	175.00
Fund 224 - ECONOMIC DEVELOPMENT Total:		359.99

Expense Approval Report

Post Dates: 3/19/2024 - 4/1/2024

Description (Payable)	Account Name	Amount
Fund: 631 - WASTEWATER		
DEPT SUP	DEPARTMENT SUPPLIES	17.58
Fund 631 - WASTEWATER Total:		17.58
Vendor 08828 - US BANK Total:		15,461.08
Vendor: 01544 - VAN PELT FENCING CO, INC		
Fund: 111 - GENERAL		
GROUND MAINT PARK	GROUNDS MAINTENANCE	53.60
Fund 111 - GENERAL Total:		53.60
Fund: 213 - CEMETERY		
DEPT SUPP CEM	DEPARTMENT SUPPLIES	8.00
Fund 213 - CEMETERY Total:		8.00
Vendor 01544 - VAN PELT FENCING CO, INC Total:		61.60
Vendor: 04529 - W & R INC		
Fund: 111 - GENERAL		
ELECTRIC MAINT PARK	ELECTRICAL MAINTENANCE	146.01
Fund 111 - GENERAL Total:		146.01
Vendor 04529 - W & R INC Total:		146.01
Vendor: 00022 - WALMART		
Fund: 111 - GENERAL		
Prgmg.	PROGRAMMING	12.90
DRINKING WATER AND CLEAN...	DEPARTMENT SUPPLIES	43.68
DISINFECTANT FOR STATION	DEPARTMENT SUPPLIES	48.37
Misc.	DEPARTMENT SUPPLIES	5.84
Misc.	PROGRAMMING	113.19
CARBON MONOXIDE ALARM	DEPARTMENT SUPPLIES	42.94
RECRUITMENT	RECRUITMENT	39.94
Prgmg.	PROGRAMMING	126.14
Prgmg.	PROGRAMMING	25.90
EQUIP MAINT-PD	EQUIPMENT MAINTENANCE	89.00
Fund 111 - GENERAL Total:		547.90
Fund: 213 - CEMETERY		
DEPT SUPP CEM	DEPARTMENT SUPPLIES	49.35
DEPT SUPP CEM	DEPARTMENT SUPPLIES	42.96
Fund 213 - CEMETERY Total:		92.31
Fund: 215 - SPECIAL PROJECTS		
CAR SEATS-PD	DEPARTMENT SUPPLIES	118.00
Fund 215 - SPECIAL PROJECTS Total:		118.00
Fund: 641 - WATER		
DEPT SUP	DEPARTMENT SUPPLIES	115.34
Fund 641 - WATER Total:		115.34
Vendor 00022 - WALMART Total:		873.55
Vendor: 10551 - WYOBASKA ALFALFA MILL LLC		
Fund: 224 - ECONOMIC DEVELOPMENT		
LB 840 ECON.DEV. LOAN	ECONOMIC DEVELOPMENT	150,000.00
Fund 224 - ECONOMIC DEVELOPMENT Total:		150,000.00
Vendor 10551 - WYOBASKA ALFALFA MILL LLC Total:		150,000.00
Vendor: 03709 - WYOMING CHILD SUPPORT ENFORCEMENT		
Fund: 713 - CASH & INVESTMENT POOL		
WAGE ATTACHMENT	CHILD SUPPORT EE PAY	946.08
Fund 713 - CASH & INVESTMENT POOL Total:		946.08
Vendor 03709 - WYOMING CHILD SUPPORT ENFORCEMENT Total:		946.08
Vendor: 03379 - ZM LUMBER CO CAPITAL ONE TRADE CREDIT		
Fund: 111 - GENERAL		
DEPT SUPP PARK	DEPARTMENT SUPPLIES	168.96
DEPT SUPP PARK	DEPARTMENT SUPPLIES	28.78

Expense Approval Report

Post Dates: 3/19/2024 - 4/1/2024

Description (Payable)	Account Name	Amount
DEPT SUPP PARK	DEPARTMENT SUPPLIES	69.22
DEPT SUPP PARK	DEPARTMENT SUPPLIES	44.01
DEPT SUPP PARK	DEPARTMENT SUPPLIES	40.47
DEPT SUPP PARK	DEPARTMENT SUPPLIES	16.98
DEPT SUPP PARK	DEPARTMENT SUPPLIES	10.99
DEPT SUPP PARK	DEPARTMENT SUPPLIES	35.96
DEPT SUPP PARK	DEPARTMENT SUPPLIES	49.22
Fund 111 - GENERAL Total:		464.59
Vendor 03379 - ZM LUMBER CO CAPITAL ONE TRADE CREDIT Total:		464.59
Grand Total:		679,489.51

Report Summary

Fund Summary

Fund	Expense Amount	Payment Amount
111 - GENERAL	130,996.95	78.04
212 - STREETS	10,644.61	0.00
213 - CEMETERY	2,004.90	0.00
215 - SPECIAL PROJECTS	9,047.75	0.00
218 - PUBLIC SAFETY	479.98	0.00
224 - ECONOMIC DEVELOPMENT	150,360.46	0.00
411 - CDBG	13,101.42	0.00
511 - CAPITAL PROJECTS FUND	23,318.00	0.00
621 - ENVIRONMENTAL SERVICES	6,180.57	91.50
631 - WASTEWATER	31,910.35	15,077.65
641 - WATER	14,417.84	2,540.16
661 - STORMWATER	3,285.50	989.05
713 - CASH & INVESTMENT POOL	127,006.44	127,006.44
721 - GIS SERVICES	0.47	0.00
812 - HEALTH INSURANCE	156,734.27	112,221.30
Grand Total:	679,489.51	258,004.14

Account Summary

Account Number	Account Name	Expense Amount	Payment Amount
111-21217	CONTRACTORS LIC PAYA...	180.00	0.00
111-21311	SALES TAX PAYABLE	78.04	78.04
111-52111-111	DEPARTMENT SUPPLIES	294.17	0.00
111-52111-141	DEPARTMENT SUPPLIES	4,201.50	0.00
111-52111-142	DEPARTMENT SUPPLIES	1,550.60	0.00
111-52111-151	DEPARTMENT SUPPLIES	867.31	0.00
111-52111-171	DEPARTMENT SUPPLIES	764.91	0.00
111-52111-172	DEPARTMENT SUPPLIES	339.98	0.00
111-52121-151	JANITORIAL SUPPLIES	112.94	0.00
111-52121-171	JANITORIAL SUPPLIES	57.67	0.00
111-52181-141	UNIFORMS & CLOTHING	442.50	0.00
111-52181-142	UNIFORMS & CLOTHING	44.00	0.00
111-52211-121	PUBLICATIONS	21.99	0.00
111-52222-151	COLLECTIONS	3,008.60	0.00
111-52223-151	PROGRAMMING	1,081.74	0.00
111-52311-115	MEMBERSHIPS	125.00	0.00
111-52311-141	MEMBERSHIPS	25.00	0.00
111-52411-142	POSTAGE	186.70	0.00
111-52511-141	GASOLINE	106.57	0.00
111-52511-142	GASOLINE	48.31	0.00
111-53111-111	CONTRACTUAL SERVICES	862.00	0.00
111-53111-116	CONTRACTUAL SERVICES	2,298.00	0.00
111-53111-121	CONTRACTUAL SERVICES	2,800.00	0.00
111-53111-141	CONTRACTUAL SERVICES	3,580.00	0.00
111-53111-142	CONTRACTUAL SERVICES	10,148.88	0.00
111-53111-151	CONTRACTUAL SERVICES	276.94	0.00
111-53111-172	CONTRACTUAL SERVICES	76,000.00	0.00
111-53121-142	CONSULTING SERVICES	25.00	0.00
111-53211-121	LEGAL FEES	22.00	0.00
111-53211-142	LEGAL FEES	225.90	0.00
111-53421-141	BUILDING MAINTENANCE	348.59	0.00
111-53421-142	BUILDING MAINTENANCE	433.60	0.00
111-53421-151	BUILDING MAINTENANCE	553.00	0.00
111-53421-171	BUILDING MAINTENANCE	444.62	0.00
111-53431-171	ELECTRICAL MAINTENA...	146.01	0.00
111-53441-111	EQUIPMENT MAINTENA...	126.79	0.00
111-53441-141	EQUIPMENT MAINTENA...	913.39	0.00
111-53441-142	EQUIPMENT MAINTENA...	1,175.69	0.00

Account Summary

Account Number	Account Name	Expense Amount	Payment Amount
111-53441-171	EQUIPMENT MAINTENA...	169.76	0.00
111-53451-141	VEHICLE MAINTENANCE	4,442.36	0.00
111-53451-142	VEHICLE MAINTENANCE	2,021.11	0.00
111-53451-171	VEHICLE MAINTENANCE	523.68	0.00
111-53471-171	GROUNDS MAINTENAN...	172.93	0.00
111-53521-111	HEATING FUEL	346.13	0.00
111-53521-141	HEATING FUEL	149.35	0.00
111-53521-142	HEATING FUEL	239.97	0.00
111-53521-151	HEATING FUEL	280.34	0.00
111-53521-171	HEATING FUEL	473.12	0.00
111-53521-172	HEATING FUEL	138.10	0.00
111-53561-111	PHONE & INTERNET	3.29	0.00
111-53561-112	PHONE & INTERNET	0.94	0.00
111-53561-114	PHONE & INTERNET	0.47	0.00
111-53561-115	PHONE & INTERNET	0.47	0.00
111-53561-121	PHONE & INTERNET	2.35	0.00
111-53561-141	PHONE & INTERNET	3.29	0.00
111-53561-142	PHONE & INTERNET	1,509.48	0.00
111-53561-151	PHONE & INTERNET	6.85	0.00
111-53561-171	PHONE & INTERNET	2.35	0.00
111-53561-172	PHONE & INTERNET	2.35	0.00
111-53571-141	CELLULAR PHONE	277.24	0.00
111-53571-171	CELLULAR PHONE	105.28	0.00
111-53711-112	SCHOOL & CONFERENCE	100.00	0.00
111-53711-114	SCHOOL & CONFERENCE	132.45	0.00
111-53711-141	SCHOOL & CONFERENCE	3,518.08	0.00
111-53711-142	SCHOOL & CONFERENCE	2,072.33	0.00
111-53811-142	BONDING	70.00	0.00
111-53913-112	RECRUITMENT	314.94	0.00
212-52111-212	DEPARTMENT SUPPLIES	2,586.58	0.00
212-52171-212	STREET REPAIR SUPPLIES	6,475.19	0.00
212-52531-212	OIL & ANTIFREEZE	59.99	0.00
212-53111-212	CONTRACTUAL SERVICES	35.02	0.00
212-53521-212	HEATING FUEL	1,481.25	0.00
212-53561-212	PHONE & INTERNET	6.58	0.00
213-52111-213	DEPARTMENT SUPPLIES	2,078.96	0.00
213-53211-213	LEGAL FEES	20.00	0.00
213-53561-213	PHONE & INTERNET	0.94	0.00
213-53711-213	SCHOOL & CONFERENCE	-95.00	0.00
215-52111-142	DEPARTMENT SUPPLIES	118.00	0.00
215-52931-111	INSURED REPAIRS/REPL...	8,929.75	0.00
218-52111-142	DEPARTMENT SUPPLIES	479.98	0.00
224-52111-113	DEPARTMENT SUPPLIES	184.99	0.00
224-53561-113	PHONE & INTERNET	0.47	0.00
224-53711-113	SCHOOL & CONFERENCE	175.00	0.00
224-59111-114	ECONOMIC DEVELOPM...	150,000.00	0.00
411-54991-411	GRANT EXPENSE	13,101.42	0.00
511-54411-171	EQUIPMENT	23,318.00	0.00
621-21311	SALES TAX PAYABLE	91.50	91.50
621-52111-621	DEPARTMENT SUPPLIES	1,580.30	0.00
621-53111-621	CONTRACTUAL SERVICES	2,704.00	0.00
621-53421-621	BUILDING MAINTENANCE	1,020.00	0.00
621-53441-621	EQUIPMENT MAINTENA...	84.35	0.00
621-53451-621	VEHICLE MAINTENANCE	171.16	0.00
621-53521-621	HEATING FUEL	525.90	0.00
621-53561-621	PHONE & INTERNET	3.36	0.00
631-21311	SALES TAX PAYABLE	15,077.65	15,077.65
631-52111-631	DEPARTMENT SUPPLIES	69.83	0.00

Account Summary

Account Number	Account Name	Expense Amount	Payment Amount
631-53441-631	EQUIPMENT MAINTENA...	2,186.86	0.00
631-53531-631	ELECTRIC POWER	14,573.95	0.00
631-53561-631	PHONE & INTERNET	2.06	0.00
641-21311	SALES TAX PAYABLE	2,540.16	2,540.16
641-52111-641	DEPARTMENT SUPPLIES	115.34	0.00
641-52116-641	METERS	2,350.91	0.00
641-52117-641	SAMPLES	556.00	0.00
641-52411-641	POSTAGE	30.24	0.00
641-53111-641	CONTRACTUAL SERVICES	136.05	0.00
641-53441-641	EQUIPMENT MAINTENA...	24.50	0.00
641-53521-641	HEATING FUEL	161.27	0.00
641-53531-641	ELECTRIC POWER	8,216.48	0.00
641-53561-641	PHONE & INTERNET	1.89	0.00
641-53711-641	SCHOOL & CONFERENCE	285.00	0.00
661-21311	SALES TAX PAYABLE	989.05	989.05
661-53111-661	CONTRACTUAL SERVICES	2,295.01	0.00
661-53561-661	PHONE & INTERNET	1.44	0.00
713-21512	MEDICARE W/H EE PAY...	9,022.44	9,022.44
713-21513	FICA W/H EE PAYABLE	33,340.26	33,340.26
713-21514	FED W/H EE PAYABLE	27,104.34	27,104.34
713-21517	POL UNION DUES EE PAY	780.00	780.00
713-21518	FIRE UNION DUES EE PAY	300.00	300.00
713-21524	SMEC EE PAYABLE	120.50	120.50
713-21528	REGULAR RETIRE EE PAY	18,365.72	18,365.72
713-21529	DEFERRED COMP EE PAY	3,004.02	3,004.02
713-21531	RETIRE FIRE EE PAYABLE	8,207.20	8,207.20
713-21533	RETIRE POLICE EE PAY	13,900.25	13,900.25
713-21539	CHILD SUPPORT EE PAY	2,926.18	2,926.18
713-21541	HSA EE PAYABLE	9,935.53	9,935.53
721-53561-721	PHONE & INTERNET	0.47	0.00
812-53861-112	PREMIUM EXPENSE	44,512.97	0.00
812-53862-112	CLAIMS EXPENSE	112,221.30	112,221.30
Grand Total:		679,489.51	258,004.14

Project Account Summary

Project Account Key	Expense Amount	Payment Amount
None	595,065.32	258,004.14
2122852111	118.00	0.00
2147853111	75,000.00	0.00
21552931111	8,929.75	0.00
21852111142	375.00	0.00
6002053561	1.44	0.00
Grand Total:	679,489.51	258,004.14

UB REFUNDS 4-1-24

Account #	Contact	Service Address	Refund Amount
<u>065-4136-01</u>	STEVE & ESTHER MELROY	3326 16TH AVE SCOTTSBLUFF NE 69361	73.81
<u>050-1000-05</u>	CLIFF HILBERT	1820 11TH AVE SCOTTSBLUFF NE 69361	4.45
<u>060-5197-10</u>	YAZMIN B ACOSTA FRANCO	1213 E 8TH ST SCOTTSBLUFF NE 69361	5.23
3			\$83.49

City of Scottsbluff, Nebraska

Monday, April 1, 2024

Regular Meeting

Item 9.a

Council to conduct a public hearing set for this date at 6:00 p.m. to consider a Rezone of Lots 1 & 2, Block 1, Seth Raymond Subdivision, commonly identified as 210570 W. 42nd Street, from (A) Agricultural to (R-1) Single Family Residential.

Staff Contact: Zachary Glaubius

City of Scottsbluff
2525 Circle Drive
Scottsbluff, NE 69361

RE: Rezoning of (Proposed) Lots 1&2, Block 1, Seth Raymond Subdivision

To whom it may concern:

This letter is written in order to ensure that the rezoning of this property would provide a service required by the community, is consistent with sound land use, will not be injurious to the adjacent property owners, will not create a special hazard or problem for the community or neighborhood, and will be harmonious and consistent with the plan for the area.

The planned development is for proposed Lots 1&2, Block 1, Seth Raymond Subdivision (7.73 acres) currently zoned A to be rezoned R-1 so that a 2 Acre lot can be sold off. Proposed Lots 1&2, Block 1, Seth Raymond Subdivision is currently bordered on the North by zone A properties, East/West properties are zoned A and R-1, and the South border is zoned O&P. The City's comprehensive plan 2016 indicates that the property falls within the Residential designation.

Given this, we request that our request to rezone proposed Lots 1&2, Block 1, Seth Raymond Subdivision to R-1 be granted.

Thank you for your consideration,

Daniel E. Raymond

A handwritten signature in black ink, appearing to read "Daniel E. Raymond", written in a cursive style.



City of Scottsbluff
Zoning Amendment Application
Permit Identifier 2024-03Z

Applicant Name	Survey Dept MC Schaff (Gregg Schilz)	Applicant Address	818 S BELTLINE HWY E SCOTTSBLUFF, Nebraska
Applicant Email	survey@mcschaff.com	Applicant Phone	3086351926
Contact Name	Daniel Raymond	Contact Address	210570 W 42nd St
Contact Email		Contact Phone	3086318930

Property Information

General Location/Address	210570 W 42ND ST
Legal Description	see attached
Current Zoning District(s)	Ag
Proposed Zoning District:	R-1
Does the proposed zoning district abut the property:	Yes
Total Area (square feet or acre):	7.73 Acres

Required Information (\$25-15-2)

What is the reason for/intent of the rezone request?

Two lot Subdivision

Would the proposed zoning district provide a service required by the neighborhood and community?

yes

Would the proposed zoning district be consistent with sound principles of land?

yes

Wednesday, March 6, 2024

Page 1 of 2

Describe how the proposed zoning district would not be injurious to neighboring properties and buildings?

See Attached

Describe how the proposed zoning district would not create special hazards or problems for the neighborhood and community?

See Attached

Would the proposed zoning district be harmonious and consistent with the City of Scottsbluff Comprehensive Plan for the area?

yes

Why should the rezone request be granted?

Fits all parameters the city requires

Issued By

PROPOSED ZONE CHANGE
LOTS 1 AND 2, BLOCK 1,
SETH RAYMOND SUBDIVISION

SITUATED IN THE SOUTHWEST QUARTER OF THE
SOUTHEAST QUARTER OF SECTION 11,
TOWNSHIP 22 NORTH, RANGE 55 WEST
OF THE 6TH P.M., SCOTTS BLUFF COUNTY, NEBRASKA

ZONED R-1

BLOCK 1,
WEGGLIN SUBDIVISION,
Instrument 2020-4511
ZONED R-1

37.95 Acre Tract, Part of
the Southwest Quarter of
the Southeast Quarter of
Section 11-22-55
Instrument 2003-00877
ZONED R-1

PROPOSED LOT 1, BLOCK 1,
SETH RAYMOND SUBDIVISION
AREA = 5.28 Acres±
CURRENTLY ZONED A - AGRICULTURAL
PROPOSED ZONE R-1
(Single Family
Residential)

PT S1/2 SE 11-22-55
AREA = 17.31 Acres±
ZONED A -
(AGRICULTURAL)

PROPOSED LOT 2, BLOCK 1,
SETH RAYMOND SUBDIVISION
AREA = 2.00 Acres±
CURRENTLY ZONED A - AGRICULTURAL
PROPOSED ZONE R-1
(Single Family
Residential)

BLOCK 1,
TAYLOR SUBDIVISION,
ZONED R-1

Part of the South Half of
the Southeast Quarter of
Section 11-22-55
ZONED R-1

42ND STREET

ZONED O&P

AVENUE B

City of Scottsbluff Planning Commission

Development Services Staff Report – Zachary Glaubius

Prepared on: March 4, 2024 For Hearing of: March 11, 2024



I. GENERAL INFORMATION

- A. Applicant:** Daniel Raymond
210570 W 42nd Street
Scottsbluff, NE 69361
- B. Property Owner:** Same as applicant
- C. Proposal:** Vacate Agricultural Estate Dwelling Site in order to replat
- D. Legal Description:** See petition
- E. Location:** 22210570 W 42nd Street
- F. Existing Zoning & Land Use:** A - Agricultural
- G. Size of Site:** Approximately 7.73 acres

II. BACKGROUND INFORMATION

A. General Neighborhood/Area Land Uses and Zoning:

Direction From Subject Site	Future Land Use Designation	Current Zoning Designation	Surrounding Development
North	Residential	A Agricultural	Farmland
East	Residential	A Agricultural	Acreage and Farmland
South	Avenue B & Hospital Campus	O&P Office and Professional	Regional West Medical Center
West	Avenue B & Hospital Campus	R-1A Single-Family Residential	Acreage

III. ANALYSIS

- A. Comprehensive Plan:** The Future Land Use Map of the Comprehensive Plan currently shows the site as Residential.
- B. Traffic & Access:**
- Access to the subdivision will be via 42nd Street.
 - An access easement on the flagpole portion Lot 1 will serve as the access to 42nd Street for both Lot 1 and Lot 2.

- i. The City will not allow for an additional curb cut due to 42nd Street being an arterial street.
- 3. 50' of right-of-way will be dedicated for 42nd Street.
- 4. A 50' special right-of-way along the west edge of the subdivision will be platted in the event Avenue B is continued along the quarter section line.
- C. Utilities:**
 - 1. Water, sewer, and stormwater mains are located in the right-of-way of 42nd Street.
 - 2. Lot 1 is currently served by city water and has a septic system.
 - i. Per §18-2-1, annexed premises must connect to city sewer within 1 year of annexation; or
 - ii. The City Council may extend the time of connecting to city sewer based on a time frame and/or situation.
 - 1. Development
 - 3. Lot 2 will be served by both city water and sewer.

IV. STAFF COMMENTS

- A. The rezone is an expansion of the existing R-1 District to the west. Another R-1 District is located closely to the east.
- B. The minimum lot size of R-1 is 12,000 square feet.
- C. The purpose of the rezone is to allow the property owner subdivide and sell the proposed Lot 2.
- D. The Comprehensive Plan identifies this area as Residential.

V. FINDINGS OF FACT

A. Findings of Fact to Recommend Its Approval May Include:

- 1. The Comprehensive Plan identifies the area as Residential and the proposed rezone to R-1 aligns with the future land use map.
- 2. The rezone would not be injurious to adjacent properties as the lot will remain a residential use.
- 3. No special hazards or problems will be created from the rezone as the lot will remain a commercial lot and will be less intensive zoning district.

B. Findings of Fact to Not Recommend Approval May Include:

- 1. None

VI. STAFF RECCOMENDATION

- A. Staff recommends Planning Commission make a positive recommendation on approval of the rezone of the proposed Lots 1 & 2, Seth Raymond Subdivision by City Council.

City of Scottsbluff, Nebraska

Monday, April 1, 2024

Regular Meeting

Item 10.a

Council to consider action on the first reading of the Ordinance to consider an Agricultural Estate Dwelling Site vacation at 210570 W. 42nd Street, Scottsbluff, NE.

Staff Contact: Zachary Glaubius

**PETITION FOR VACATION OF
AGRICULTURAL ESTATE DWELLING SITE
TO THE CITY OF SCOTTSBLUFF, SCOTTS BLUFF COUNTY, NEBRASKA**

Daniel E Raymond Of Scotts Bluff County, Nebraska, petition the City of Scottsbluff to vacate the agricultural estate dwelling site (Instrument 2019-5161) herein for the following reason:

1. Petitioners are: Daniel E Raymond
2. Petitioners, who own all of the following described property:

A 7.73 ACRE TRACT OF LAND SITUATED IN THE SOUTHWEST QUARTER OF THE SOUTHEAST QUARTER OF SECTION 11, TOWNSHIP 22 NORTH, RANGE 55 WEST OF THE 6TH P.M., SCOTTS BLUFF COUNTY, NEBRASKA, MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING AT THE SOUTH QUARTER CORNER OF SECTION 11, THENCE BEARING N02°17'59"E, ON THE NORTH -SOUTH CENTERLINE OF SECTION 11, A DISTANCE OF 789.28 FEET, THENCE BEARING S88°12'08"E, A DISTANCE OF 495.65 FEET, THENCE BEARING S02°17'59"W, ON A LINE PARALLEL WITH THE NORTH-SOUTH CENTERLINE OF SECTION 11, A DISTANCE OF 154.86 FEET, THENCE BEARING S37°10'47"W, A DISTANCE OF 108.68 FEET, TO THE POINT OF INTERSECTION WITH A TANGENT CURVE TO THE LEFT, SAID CURVE HAVING A CENTRAL ANGLE OF 34°52'48", A RADIUS OF 190.00 FEET, HAVING A CHORD BEARING OF S19°44'23"W AND A CHORD DISTANCE OF 113.89 FEET, THENCE SOUTHWESTERLY ON THE ARC OF SAID CURVE, A DISTANCE OF 115.67 FEET, THENCE BEARING S02°17'59"W, ON A LINE BEING PARALLEL WITH THE NORTH- SOUTH CENTERLINE OF SECTION 11, A DISTANCE OF 437.46 FEET, TO THE POINT OF INTERSECTION WITH THE SOUTH LINE OF THE SOUTHEAST QUARTER OF SECTION 11, THENCE WESTERLY ON SAID LINE, BEARING N88°12'08"W, A DISTANCE OF 399.36 FEET TO THE POINT OF BEGINNING, SAID TRACT OF LAND CONTAINING AN AREA OF 7.73 ACRES, MORE OR LESS.

Respectfully request this agricultural estate dwelling site be vacated to allow for further subdividing into a 5.28 acre lot, a 2.00 acre lot, 0.30 acres of current 42nd Street right of way and an additional 0.15 acres being given to the City of Scottsbluff for additional 42nd Street right of way. Total submittal area is 7.73± for single family R-1 zoning. 2 lots (7.28±) to be conveyed to Daniel E Raymond, with the remaining 0.15 Acre right of way to be conveyed to the City of Scottsbluff for additional 42nd Street right of way purposes and 0.30 acres for current 42nd Street right of way.

3. The property described in paragraph 2 is owned entirely by Daniel E Raymond. This property is ag-estate dwelling site and is not part of any city or village.

Wherefore, Daniel E Raymond Petitions the City of Scottsbluff to allow vacation of the agricultural estate dwelling site to allow for establishment of a 5.28 acre lot and a 2.00 acre lot be conveyed to Francisco Subias, with the remaining 0.15 Acre right of way to be conveyed to the City of Scottsbluff for additional 42nd Street right of way purposes and 0.30 acres for current 42nd Street right of way.

Dated this 36 day of January
By: David Boyd

Address: 210570 W 42nd St

City/State: Scottsbluff, Nebraska 69361



City of Scottsbluff Planning Commission

Development Services Staff Report – Zachary Glaubius

Prepared on: March 1, 2024 **For Hearing of:** March 11, 2024



I. GENERAL INFORMATION

A. Applicant: Daniel Raymond
210570 W 42nd Street
Scottsbluff, NE 69361

B. Property Owner: Same as applicant

C. Proposal: Vacate Agricultural Estate Dwelling Site in order to replat

D. Legal Description: See petition

E. Location: 22210570 W 42nd Street

F. Existing Zoning & Land Use: A - Agricultural

G. Size of Site: Approximately 7.73 acres

II. BACKGROUND INFORMATION

A. General Neighborhood/Area Land Uses and Zoning:

Direction From Subject Site	Future Land Use Designation	Current Zoning Designation	Surrounding Development
North	Residential	A Agricultural	Farmland
East	Residential	A Agricultural	Acreage and Farmland
South	Avenue B & Hospital Campus	O&P Office and Professional	Regional West Medical Center
West	Avenue B & Hospital Campus	R-1A Single-Family Residential	Acreage

B. Relevant Case History

1. AEDS was approved in 2019.

III. ANALYSIS

A. Comprehensive Plan: The Future Land Use Map of the Comprehensive Plan currently shows the site as Residential.

B. Traffic & Access:

1. The land is adjacent to 42nd Street.

IV. STAFF COMMENTS

- A. As the property owner wishes to subdivide the land in the AEDS, the AEDS must be vacated to plat the property.

V. FINDINGS OF FACT

- A. **Findings of Fact to Recommend Its Approval May Include:**
 - 1. The land occupied by the AEDS must be vacated in order to plat the land.
- B. **Findings of Fact to Not Recommend Approval May Include:**
 - 1. None

VI. STAFF RECCOMENDATION

- A. Staff recommends the Planning Commission make a positive recommendation to City Council to approve vacation of the Daniel Raymond Agricultural Estate Dwelling Site at 210570 W. 42nd Street.

ORDINANCE NO. _____

AN ORDINANCE OF THE CITY OF SCOTTSBLUFF, NEBRASKA, VACATING AN AGRICULTURAL ESTATE DWELLING SITE WITHIN THE CITY OF SCOTTSBLUFF'S EXTRA-TERRITORIAL ZONING JURISDICTION IN THE SOUTHWEST QUARTER OF THE SOUTHEAST QUARTER OF SECTION 11, TOWNSHIP 22 NORTH, RANGE 55 WEST OF THE 6TH PRINCIPAL MERIDIAN TO ALLOW FOR A PLAT AND PROVIDING FOR PUBLICATION IN PAMPHLET FORM.

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

Section 1. Daniel Raymond, a single person as the owner of the real estate involved, has requested the City of Scottsbluff ("City") vacate the following described real estate that was formerly approved as an Agricultural Estate Dwelling Site to allow for a replat:

A 7.73 acre tract of land situated in the Southwest Quarter of the Southeast Quarter of Section 11, Township 22 North, Range 55 West of the 6th p.m., Scotts Bluff County, Nebraska, more particularly described as:

Beginning at the South Quarter Corner of Section 11, thence bearing N02°17'59"E, on the North – South Centerline of Section 11, a distance of 789.28 feet, thence bearing S88°00'12"08"E, a distance of 495.65 feet, thence bearing S02°17'59"W, on a line parallel with the North-South centerline of Section 11, a distance of 154.86 feet, thence bearing S37°10'47"W, a distance of 108.68 feet, to the point of intersection with a tangent curve to the left, said curve having a central angle of 34°52'48", a radius of 190.00 feet, having a chord bearing of S19°44'23"W and a chord distance of 113.89 feet, thence Southwesterly on the arc of said curve, a distance of 115.67 feet, thence bearing S02°17'59"W, on a line being parallel with the North-South Centerline of Section 11, a distance of 437.46 feet, to the point of intersection with the South line of the Southeast Quarter of Section 11, thence westerly on said line, bearing N88°12'08"W, a distance of 399.36 feet to the point of beginning, said tract of land containing an area of 7.73 acres, more or less.

Section 2. The City Council finds that Daniel Raymond is the Owner and it is in the best interests of the City the real estate be vacated as requested.

Section 3. The Agricultural Estate Dwelling Site described as a 7.73 acre tract of land situated in the Southwest Quarter of the Southeast Quarter of Section 11, Township 22 North, Range 55 West of the 6th p.m., Scotts Bluff County, Nebraska, more particularly described as:

Beginning at the South Quarter Corner of Section 11, thence bearing N02°17'59"E, on the North – South Centerline of Section 11, a distance of 789.28 feet, thence bearing S88°00'12"08"E, a distance of 495.65 feet, thence bearing S02°17'59"W, on a line parallel with the North-South centerline of Section 11, a distance of 154.86 feet, thence bearing S37°10'47"W, a distance of 108.68 feet, to the point of intersection with a tangent curve to the left, said curve having a central angle of 34°52'48", a radius of 190.00 feet, having a chord bearing of S19°44'23"W and a chord distance of 113.89 feet, thence Southwesterly on the arc of said curve, a distance of 115.67 feet, thence bearing S02°17'59"W, on a line being parallel with the North-South Centerline of Section 11, a distance of 437.46 feet, to the point of intersection with the South line of the Southeast Quarter of Section 11, thence westerly on said line, bearing N88°12'08"W, a distance of 399.36 feet to the point of beginning, said tract of land containing an area of 7.73 acres, more or less is now vacated to allow for a replat of the real estate.

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

PASSED AND APPROVED on _____, 2024.

Jeanne McKerrigan, Mayor

ATTEST:

Kimberley Wright, City Clerk (Seal)

Approved as to form:

City Attorney

City of Scottsbluff, Nebraska

Monday, April 1, 2024

Regular Meeting

Item 10.b

Council to discuss and consider action on the Preliminary Plat and Final Plat of Lots 1-2, Block 1, Seth Raymond Subdivision and authorize the Mayor to sign the Resolution.

Staff Contact: Zachary Glaubius



City of Scottsbluff
Subdivision Application
Permit Identifier 2024-14SD

Type: Final Plat

Applicant Name	Survey Dept MC Schaff (Gregg Schilz)	Applicant Address	818 S BELTLINE HWY E SCOTTSBLUFF, Nebraska
Applicant Email	survey@mcschaff.com	Applicant Phone	3086351926
Contact Name	Daniel Raymond	Contact Address	210570 W 42nd St
Contact Email		Contact Phone	3086318930

Subdivision Information

Proposed Name of Subdivision Seth Raymond Subdivision

General Location/Address 210570 W 42ND ST

Legal Description see attached

Current Zoning District(s) Ag

Total Area (square feet or acre) 7.73 Acres

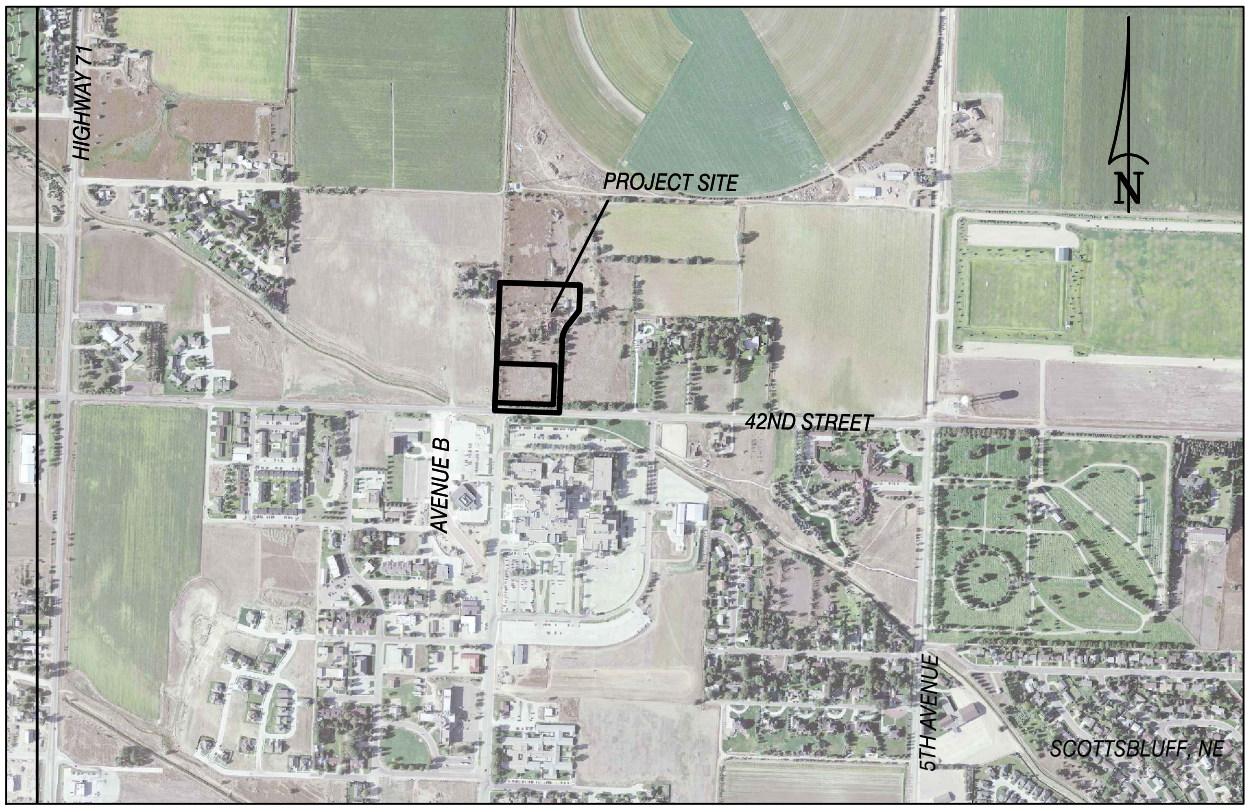
Number of Past Replat/Plat Amendments 0

Describe the reason for the subdivision

Same as Prelim Plat Application

PRELIMINARY PLAT
LOTS 1 AND 2, BLOCK 1,
SETH RAYMOND SUBDIVISION

SITUATED IN THE SOUTHWEST QUARTER OF THE
SOUTHEAST QUARTER OF SECTION 11,
TOWNSHIP 22 NORTH, RANGE 55 WEST
OF THE 6TH P.M., SCOTTS BLUFF COUNTY, NEBRASKA



VICINITY MAP

LEGAL DESCRIPTION

A TRACT OF LAND SITUATED IN THE SOUTHWEST QUARTER OF THE SOUTHEAST QUARTER OF SECTION 11, TOWNSHIP 22 NORTH, RANGE 55 WEST OF THE 6TH P.M., SCOTTS BLUFF COUNTY, NEBRASKA, MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING AT THE SOUTH QUARTER CORNER OF SECTION 11, THENCE ON THE NORTH-SOUTH CENTERLINE OF SECTION 11, ON AN ASSUMED BEARING OF N02°17'59"E, A DISTANCE OF 789.28 FEET, THENCE BEARING S88°12'08"E, A DISTANCE OF 495.65 FEET, THENCE BEARING S02°17'59"W, ON A LINE PARALLEL WITH THE NORTH-SOUTH CENTERLINE OF SECTION 11, A DISTANCE OF 154.86 FEET, THENCE BEARING S37°10'47"W, A DISTANCE OF 108.68 FEET, TO THE POINT OF INTERSECTION WITH A TANGENT CURVE TO THE LEFT, SAID CURVE HAVING A CENTRAL ANGLE OF 34°52'48", A RADIUS OF 190.00 FEET, HAVING A CHORD BEARING OF S19°44'23"W AND A CHORD DISTANCE OF 113.89 FEET, THENCE SOUTHWESTERLY ON THE ARC OF SAID CURVE, A DISTANCE OF 115.67 FEET, THENCE BEARING S02°17'59"W, ON A LINE BEING PARALLEL WITH THE NORTH-SOUTH CENTERLINE OF SECTION 11, A DISTANCE OF 437.46 FEET, TO THE POINT OF INTERSECTION WITH THE SOUTH LINE OF THE SOUTHEAST QUARTER OF SECTION 11, THENCE WESTERLY ON SAID LINE, BEARING N88°12'08"W, A DISTANCE OF 399.36 FEET TO THE POINT OF BEGINNING, SAID TRACT OF LAND CONTAINING AN AREA OF 7.73 ACRES, MORE OR LESS.

AND LOT 2, BLOCK 1, SETH RAYMOND SUBDIVISION WILL HAVE A 40 FOOT ACCESS EASEMENT TO 42ND STREET ON THE EAST EDGE OF SAID LOT 2, AS PLATTED, SAID EASEMENT BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE SOUTH QUARTER CORNER OF SECTION 11, TOWNSHIP 22 NORTH, RANGE 55 WEST OF THE 6TH P.M., SCOTTS BLUFF COUNTY NEBRASKA, THENCE EASTERLY ON THE SOUTH LINE OF SAID SECTION 11, ON AN ASSUMED BEARING OF S88°12'08"E, A DISTANCE OF 399.36 FEET, THENCE BEARING N02°17'59"E, A DISTANCE OF 50 FEET TO THE SOUTHEAST CORNER OF LOT 1, BLOCK 1, SETH RAYMOND SUBDIVISION, SAID POINT ALSO BEING THE TRUE POINT OF BEGINNING, THENCE CONTINUING ON THE EAST LINE OF SAID LOT 1, BEARING N02°17'59"E, A DISTANCE OF 242.44 FEET, THENCE BEARING N88°12'08"W, A DISTANCE OF 40 FEET, THENCE BEARING S02°17'59"W, A DISTANCE OF 242.44 FEET, THENCE BEARING S88°12'08"E, A DISTANCE OF 40 FEET TO THE POINT OF BEGINNING, SAID EASEMENT CONTAINING AN AREA OF 0.22 ACRES, MORE OR LESS.

GENERAL NOTES

- UNDERGROUND UTILITIES SHOWN ARE BASED ON LOCATES FROM THE NEBRASKA ONE CALL SYSTEM, PREVIOUS SURVEYS, ON-SITE OBSERVATION AND INFORMATION FROM UTILITY COMPANIES AND MAPS, AND MAY OR MAY NOT REPRESENT THE TRUE LOCATION OF SHOWN UTILITY, OR THE PRESENCE OF ALL BURIED EXISTING UTILITIES.
- FLOOD PLAIN INFORMATION: THIS PROPERTY IS LOCATED IN THE FLOOD PLAIN ZONE C, AS SHOWN ON FIRM MAP, COMMUNITY PANEL NO. 310206-0005-C, EFFECTIVE DATE JUNE 15, 1979, ZONE C REFERS TO AREA OF MINIMUM FLOODING.
- ZONING INFORMATION: PROPOSED ZONING FOR LOTS 1 AND 2 IS R-1 (SINGLE FAMILY), CURRENTLY ZONED AG, IN THE CITY OF SCOTTSBLUFF, NEBRASKA. THE BUILDING SETBACK REQUIREMENTS AS PER ZONING DESIGNATION IS AS FOLLOWS:

SETBACK REQUIREMENTS FOR ZONE R-1(SINGLE FAMILY)

FRONT YARD SETBACK - 25 FEET
SIDE STREET SETBACK - 15 FEET
REAR YARD SETBACK - 20 FEET
SIDE YARD SETBACK - 5 FEET

THE MAXIMUM HEIGHT OF BUILDING ALLOWED - 35 FEET

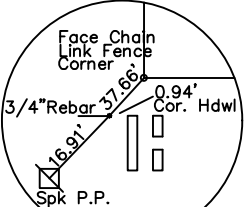
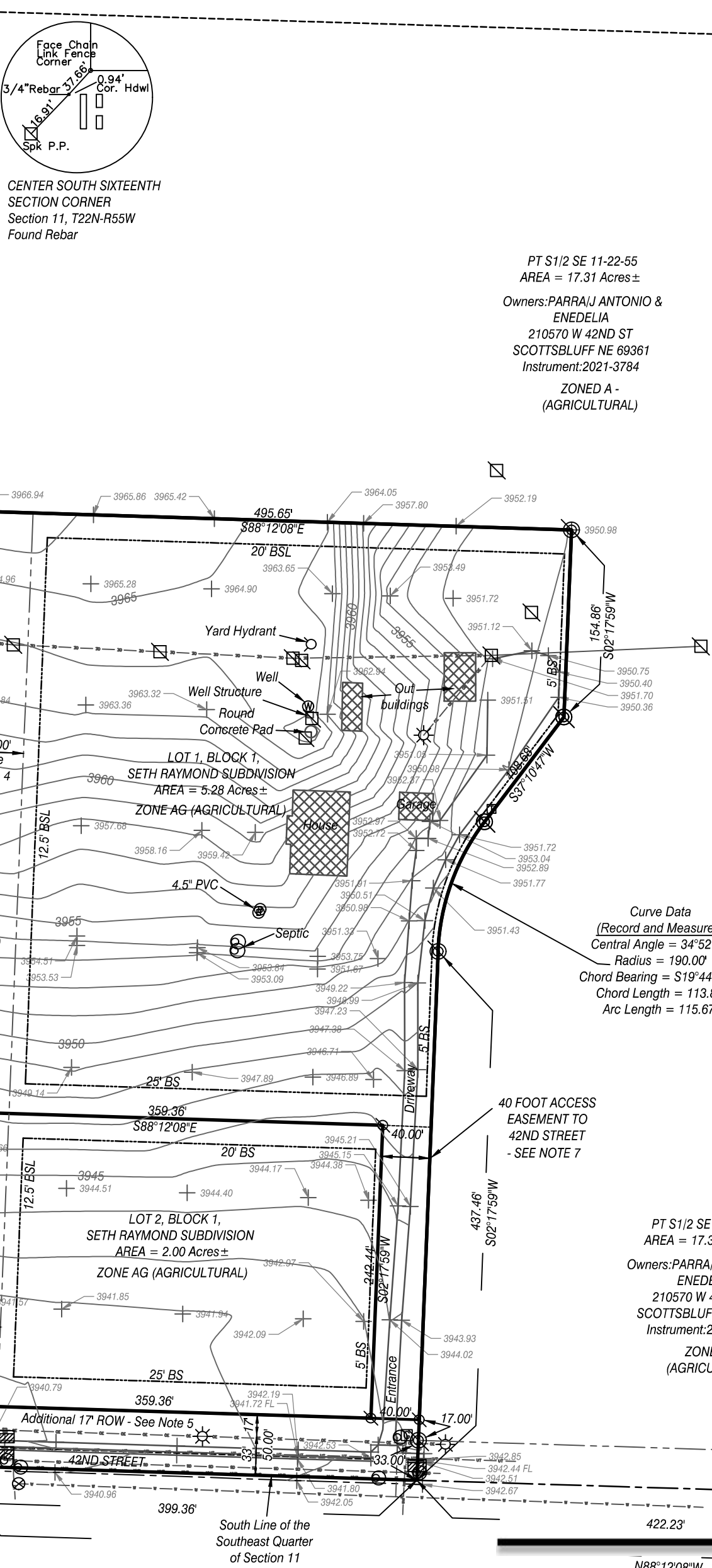
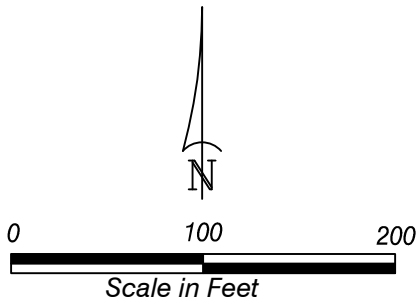
(SOURCE: SCOTTSBLUFF MUNICIPAL CODE SECTION 25-3-11)

- SPECIAL RIGHT OF WAY LINE ZONING, ARTICLE 11, SECTION 25-11 (Ord. 3639,2000),
- THE CITY OF SCOTTSBLUFF REQUESTS 17 ADDITIONAL FEET OF 42ND STREET RIGHT-OF-WAY IN ADDITION TO THE EXISTING 33.00 FEET AS SHOWN ON PLAT. 50 FOOT TOTAL RIGHT OF WAY TO BE DEDICATED PER THIS PLAT 6,789 SF±, 0.15 ACRES±. 42ND STREET 33.00 FOOT RIGHT OF WAY AREA IS 0.30 ACRES±.
- LOT 1 IS CURRENTLY SERVED BY PRIVATE WELL AND SEPTIC SYSTEM. LOT 1 WILL NEED TO BE CONNECTED TO THE CITY SEWER SYSTEM WITHIN FIVE YEARS OF ANNEXATION OR WHEN THE SEPTIC SYSTEM FAILS, WHICHEVER COMES SOONER. LOT 2, BLOCK 1 SETH RAYMOND SUBDIVISION WILL BE SERVED BY CITY SERVICES.
- ACCESS TO 42ND STREET FROM LOT 2 WILL BE VIA THE 40 FOOT ACCESS EASEMENT.

LEGEND

- EXISTING SECTION CORNER, AS NOTED
- EXISTING QUARTER SECTION CORNER, AS NOTED
- EXISTING SIXTEENTH SECTION CORNER, AS NOTED
- EXISTING 5/8" REBAR, UNLESS OTHERWISE NOTED
- SET 5/8"x24" REBAR
- POWER POLE
- YARD HYDRANT
- WATER VALVE
- GAS METER
- WELL
- LIGHT POLE
- ELECTRICAL BOX
- TELEPHONE PEDESTAL
- RECORD
- MEASURED
- RIGHT OF WAY
- UTILITY EASEMENT
- BUILDING SETBACK LINE

- BOLLARD
- TELEPHONE MARKER
- MANHOLE, AS NOTED
- PROPERTY LINE
- UTILITY EASEMENT
- SANITARY SEWER LINE
- STORM SEWER LINE
- WATER LINE
- GAS LINE
- OVERHEAD ELECTRIC
- UNDERGROUND TELEPHONE
- BUILDING SETBACK LINE
- UNDERGROUND ELECTRIC
- EXISTING FENCELINE
- BUILDING



CENTER SOUTH SIXTEENTH
SECTION CORNER
Section 11, T22N-R55W
Found Rebar

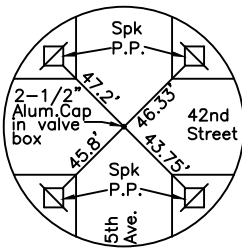
PT S1/2 SE 11-22-55
AREA = 17.31 Acres±
Owners: PARRAJ ANTONIO &
ENEDELIA
210570 W 42ND ST
SCOTTSBLUFF NE 69361
Instrument: 2021-3784
ZONED A -
(AGRICULTURAL)

Curve Data
(Record and Measured)
Central Angle = 34°52'48"
Radius = 190.00'
Chord Bearing = S19°44'23"W
Chord Length = 113.89'
Arc Length = 115.67'

PT S1/2 SE 11-22-55
AREA = 17.31 Acres±
Owners: PARRAJ ANTONIO &
ENEDELIA
210570 W 42ND ST
SCOTTSBLUFF NE 69361
Instrument: 2021-3784
ZONED A -
(AGRICULTURAL)

BLOCK 1,
TAYLOR SUBDIVISION,
Owners:
HERTZLER
BRADLEY K & ALLISON B
210650 E 42ND ST
SCOTTSBLUFF NE 69361
Instrument 2018-05830
ZONED R-1

Part of the South Half of
the Southeast Quarter of
Section 11-22-55
Owners:
REINER/ANDREW & SANNA
210710 E 42ND ST
SCOTTSBLUFF NE 69361
Instrument 2016 -03953
ZONED R-1



SOUTHEAST CORNER
Section 11, T22N-R55W
2-1/2" Aluminum Cap in
valve box

PROPERTY OWNER:
DANIEL RAYMOND
210570 W. 42ND STREET
SCOTTSBLUFF, NE 69361

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



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

PROJECT: LOTS 1 AND 2, BLOCK 1,
SETH RAYMOND SUB.
SITUATED IN S1/2 OF SEQ
SECTION 11, T22N-R55W
SCOTTS BLUFF COUNTY

CLIENT: JOHN RAYMOND

PROJECT NUMBER:
RM230312-00
PROJECT DATE:
DECEMBER 15, 2023
PROJECT MGR:
DPS
PROJECT TEAM:
GS-TD

SEAL

DATE REVISION

SHEET 1 OF 1

P-1

City of Scottsbluff Planning Commission

Development Services Staff Report – Zachary Glaubius

Prepared on: February 29, 2024

For Hearing of: March 11, 2024



I. GENERAL INFORMATION

A. Applicant: Daniel Raymond
210570 W 42nd Street
Scottsbluff, NE 69361

B. Property
Owner: Same as applicant

C. Proposal: Preliminary Plat and Final Plat, Lots 1-2, Block 1, Seth Raymond Subdivision

D. Legal Description: See Preliminary Plat

E. Location: 210570 W. 42nd Street

F. Existing Zoning & Land Use: A – Agricultural and Acreage

G. Proposed Zoning: R-1 Single-Family Residential

H. Size of Site: Approximately 7.73 Acres

II. BACKGROUND INFORMATION

A. General Neighborhood/Area Land Uses and Zoning:

Direction From Subject Site	Future Land Use Designation	Current Zoning Designation	Surrounding Development
North	Residential	A Agricultural	Farmland
East	Residential	A Agricultural	Acreage and Farmland
South	Avenue B & Hospital Campus	O&P Office and Professional	Regional West Medical Center
West	Avenue B & Hospital Campus	R-1A Single-Family Residential	Acreage

B. Relevant Case History

1. Land is currently an AEDS which was approved in 2019.

III. ANALYSIS

A. Comprehensive Plan: The Future Land Use Map of the Comprehensive Plan currently shows the site as Residential.

B. Traffic & Access:

1. Access to the subdivision will be via 42nd Street.
2. An access easement on the flagpole portion Lot 1 will serve as the access to 42nd Street for both Lot 1 and Lot 2.
 - i. The City will not allow for an additional curb cut due to 42nd Street being an arterial street.
3. 50' of right-of-way will be dedicated for 42nd Street.
4. A 50' special right-of-way along the west edge of the subdivision will be platted in the event Avenue B is continued along the quarter section line.

C. Utilities:

1. Water, sewer, and stormwater mains are located in the right-of-way of 42nd Street.
2. Lot 1 is currently served by city water and has a septic system.
 - i. Per §18-2-1, annexed premises must connect to city sewer within 1 year of annexation; or
 - ii. The City Council may extend the time of connecting to city sewer based on a time frame and/or situation.
 1. Development
3. Lot 2 will be served by both city water and sewer.

IV. STAFF COMMENTS

- A. Regarding the connection of Lot 1 to city sewer, the Development Services and Public Works Departments propose a 5-year extension or when the septic system fails; whichever occurs sooner. The owner of Lot 1 will have 1 year to connect to city sewer in the event the septic system fails.
- B. Per §25-3-23 (S), quarter section lines which do not have a street established shall have street setbacks applied to the part of the tract which abuts the quarter section line. The quarter section line shall be treated as a 100' wide street.
- C. The subdivision will be annexed into the City of Scottsbluff.

V. FINDINGS OF FACT

A. Findings of Fact to Recommend Its Approval May Include:

1. The Comprehensive Plan identifies the area as Residential, and the subdivision and proposed rezone comply with the plan.
2. The minimum lot size requirement for the R-1 zoning district is 12,000 square feet, and the smallest proposed lot is 2 acres.
3. Both lots have the minimum 20' of public road frontage

B. Findings of Fact to Not Recommend Approval May Include:

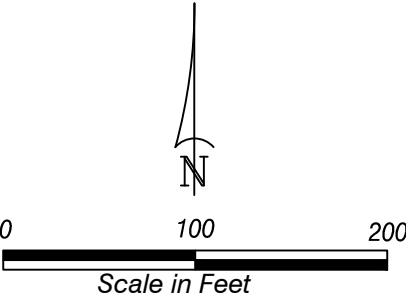
1. None

VI. STAFF RECCOMENDATION

- A. Staff recommends Planning Commission make a positive recommendation on approval of the preliminary plat and final plat for Lots 1 and 2, Block 1, Seth Raymond Subdivision on the condition the City Council approves the extension for Lot 1 to connect to city sewer.

FINAL PLAT **LOTS 1 AND 2, BLOCK 1,** **SETH RAYMOND SUBDIVISION**

SITUATED IN THE SOUTHWEST QUARTER OF THE
 SOUTHEAST QUARTER OF SECTION 11,
 TOWNSHIP 22 NORTH, RANGE 55 WEST
 OF THE 6TH P.M., SCOTTS BLUFF COUNTY, NEBRASKA

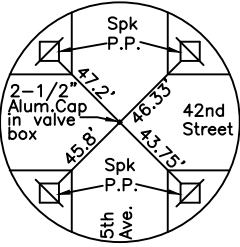


- LEGEND**
- EXISTING SECTION CORNER, AS NOTED
 - EXISTING QUARTER SECTION CORNER, AS NOTED
 - EXISTING SIXTEENTH SECTION CORNER, AS NOTED
 - EXISTING 5/8" REBAR, UNLESS OTHERWISE NOTED
 - SET 5/8"x24" REBAR
 - RECORD
 - MEASURED
 - RIGHT OF WAY

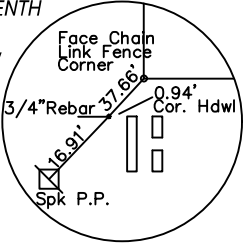
Curve Data
 (Record and Measured)
 Central Angle = 34°52'48"
 Radius = 190.00'
 Chord Bearing = S19°44'23"W
 Chord Length = 113.89'
 Arc Length = 115.67'

- NOTES:**
1. SPECIAL RIGHT OF WAY LINE ZONING, ARTICLE 11, SECTION 25-11 (Ord. 3639,2000),
 2. THE CITY OF SCOTTSBLUFF REQUESTS 17' ADDITIONAL FEET OF 42ND STREET RIGHT-OF-WAY IN ADDITION TO THE EXISTING 33.00 FEET AS SHOWN ON PLAT. 50 FOOT TOTAL RIGHT OF WAY TO BE DEDICATED PER THIS PLAT 6,789 SF±, 0.15 ACRES±. 42ND STREET 33.00 FOOT RIGHT OF WAY AREA IS 0.30 Acres±
 3. ACCESS TO 42ND STREET FROM LOT 2 WILL BE VIA THE 40 FOOT ACCESS EASEMENT.

PT S1/2 SE 11-22-55
 AREA = 17.31 Acres±



SOUTHEAST CORNER
 Section 11, T22N-R55W
 Found 2-1/2" Aluminum Cap in
 valve box

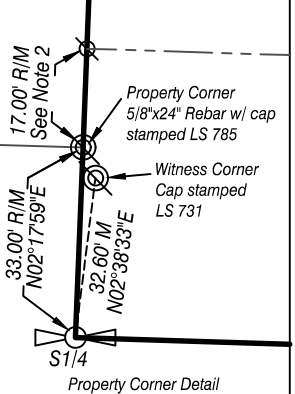


CENTER SOUTH SIXTEENTH
 SECTION CORNER
 Section 11, T22N-R55W
 Found Rebar

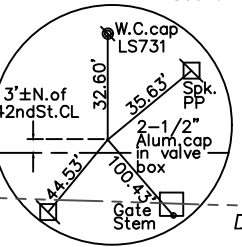
PT S1/2 SE 11-22-55
 AREA = 17.31 Acres±

BLOCK 1,
 WEGGLIN SUBDIVISION,

37.95 Acre Tract, Part of
 the Southeast Quarter of
 the Southwest Quarter of
 Section 11-22-55



North - South
 Centerline of
 Section 11



SOUTH QUARTER CORNER
 Section 11, T22N-R55W
 Found 2-1/2" Aluminum Cap
 in valve box

LOT 1, BLOCK 1,
 SETH RAYMOND SUBDIVISION
 AREA = 5.28 Acres±

LOT 2, BLOCK 1,
 SETH RAYMOND SUBDIVISION
 AREA = 2.00 Acres±

40 FOOT ACCESS
 EASEMENT TO
 42ND STREET
 -SEE NOTE 3

South Line of the
 Southeast Quarter
 of Section 11

BLOCK 1,
 TAYLOR SUBDIVISION,

SURVEYOR'S CERTIFICATE

I, GREGG M. SCHILZ, NEBRASKA REGISTERED LAND SURVEYOR NO. 785, DULY REGISTERED UNDER THE LAND SURVEYOR'S REGULATION ACT, HEREBY CERTIFY I, OR UNDER MY DIRECT SUPERVISION, HAVE SURVEYED LOTS 1 AND 2, BLOCK 1, SETH RAYMOND SUBDIVISION, SITUATED IN THE SOUTHWEST QUARTER OF THE SOUTHEAST QUARTER OF SECTION 11, TOWNSHIP 22 NORTH, RANGE 55 WEST OF THE 6TH P.M., SCOTTS BLUFF COUNTY, NEBRASKA, MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING AT THE SOUTH QUARTER CORNER OF SECTION 11, THENCE ON THE NORTH -SOUTH CENTERLINE OF SECTION 11, ON AN ASSUMED BEARING OF N02°17'59"E, A DISTANCE OF 789.28 FEET, THENCE BEARING S88°12'08"E, A DISTANCE OF 495.65 FEET, THENCE BEARING S02°17'59"W, ON A LINE PARALLEL WITH THE NORTH-SOUTH CENTERLINE OF SECTION 11, A DISTANCE OF 154.86 FEET, THENCE BEARING S37°10'47"W, A DISTANCE OF 108.68 FEET, TO THE POINT OF INTERSECTION WITH A TANGENT CURVE TO THE LEFT, SAID CURVE HAVING A CENTRAL ANGLE OF 34°52'48", A RADIUS OF 190.00 FEET, HAVING A CHORD BEARING OF S19°44'23"W AND A CHORD DISTANCE OF 113.89 FEET, THENCE SOUTHWESTERLY ON THE ARC OF SAID CURVE, A DISTANCE OF 115.67 FEET, THENCE BEARING S02°17'59"W, ON A LINE BEING PARALLEL WITH THE NORTH- SOUTH CENTERLINE OF SECTION 11, A DISTANCE OF 437.46 FEET, TO THE POINT OF INTERSECTION WITH THE SOUTH LINE OF THE SOUTHEAST QUARTER OF SECTION 11, THENCE WESTERLY ON SAID LINE, BEARING N88°12'08"W, A DISTANCE OF 399.36 FEET TO THE POINT OF BEGINNING, SAID TRACT OF LAND CONTAINING AN AREA OF 7.73 ACRES, MORE OR LESS.

AND LOT 2, BLOCK 1, SETH RAYMOND SUBDIVISION WILL HAVE A 40 FOOT ACCESS EASEMENT TO 42ND STREET ON THE EAST EDGE OF SAID LOT 2, AS PLATTED, SAID EASEMENT BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE SOUTH QUARTER CORNER OF SECTION 11, TOWNSHIP 22 NORTH, RANGE 55 WEST OF THE 6TH P.M., SCOTTS BLUFF COUNTY NEBRASKA, THENCE EASTERLY ON THE SOUTH LINE OF SAID SECTION 11, ON AN ASSUMED BEARING OF S88°12'08"E, A DISTANCE OF 399.36 FEET, THENCE BEARING N02°17'59"E, A DISTANCE OF 50 FEET TO THE SOUTHEAST CORNER OF LOT 1, BLOCK 1, SETH RAYMOND SUBDIVISION, SAID POINT ALSO BEING THE TRUE POINT OF BEGINNING, THENCE CONTINUING ON THE EAST LINE OF SAID LOT 1, BEARING N02°17'59"E, A DISTANCE OF 242.44 FEET, THENCE BEARING N88°12'08"W, A DISTANCE OF 40 FEET, THENCE BEARING S02°17'59"W, A DISTANCE OF 242.44 FEET, THENCE BEARING S88°12'08"E, A DISTANCE OF 40 FEET TO THE POINT OF BEGINNING, SAID EASEMENT CONTAINING AN AREA OF 0.22 ACRES, MORE OR LESS.

THAT THE ACCOMPANYING PLAT IS A TRUE DELINEATION OF SAID SURVEY DRAWN TO A SCALE OF 100 FEET TO THE INCH. THAT ALL MONUMENTS FOUND OR SET ARE MARKED AS SHOWN. THAT ALL DIMENSIONS ARE IN FEET AND DECIMALS OF A FOOT. THAT SAID SURVEY, TO THE BEST OF MY KNOWLEDGE AND BELIEF IS TRUE, CORRECT AND IN ACCORDANCE WITH THE LAND SURVEYORS REGULATION ACT IN EFFECT AT THE TIME OF THIS SURVEY

WITNESS MY HAND AND SEAL THIS DAY OF , 2024.
FOR THE FIRM OF M. C. SCHAFF AND ASSOCIATES, INC.

Gregg M. Schilz, Nebraska Registered Land Surveyor, L.S. 785

LOTS 1 AND 2, BLOCK 1,
SETH RAYMOND SUBDIVISION,
SCOTTSBLUFF, NEBRASKA
SHEET 2 OF 3
JOB# RM230312-00

OWNER'S STATEMENT

I, THE UNDERSIGNED, BEING THE OWNER OF A TRACT OF LAND SITUATED IN THE SOUTHWEST QUARTER OF THE SOUTHEAST QUARTER OF SECTION 11, TOWNSHIP 22 NORTH, RANGE 55 WEST OF THE 6TH P.M., SCOTTS BLUFF COUNTY, NEBRASKA AS DESCRIBED IN THE FOREGOING `SURVEYOR'S CERTIFICATE' AND SHOWN ON THE ACCOMPANYING PLAT HAVE CAUSED SUCH REAL ESTATE TO BE PLATTED AS LOTS 1 AND 2, BLOCK 1, SETH RAYMOND SUBDIVISION, SITUATED IN THE SOUTHWEST QUARTER OF THE SOUTHEAST QUARTER OF SECTION 11, TOWNSHIP 22 NORTH, RANGE 55 WEST OF THE 6TH P.M., SCOTTS BLUFF COUNTY, NEBRASKA,

THAT THE FOREGOING PLAT IS MADE WITH THE FREE CONSENT AND IN ACCORDANCE WITH THE DESIRES OF THE UNDERSIGNED OWNER, I HEREBY DEDICATE THE STREETS, EASEMENTS AND RIGHT OF WAYS AS SHOWN ON THE PLAT FOR THE USE AND BENEFIT OF THE PUBLIC.

DATED THIS DAY OF , 2024.

OWNER:

BY: DANIEL E. RAYMOND

ACKNOWLEDGEMENT

STATE OF NEBRASKA)
COUNTY OF SCOTTS BLUFF)

BEFORE ME, A NOTARY PUBLIC, QUALIFIED AND ACTING IN SAID COUNTY, PERSONALLY CAME DANIEL E. RAYMOND, OWNER, TO ME KNOWN TO BE THE IDENTICAL PERSON WHOSE SIGNATURE IS AFFIXED TO THE FOREGOING `OWNER'S STATEMENT' AND ACKNOWLEDGED THE EXECUTION THEREOF TO BE HIS VOLUNTARY ACT AND DEED.

WITNESS MY HAND AND SEAL THIS DAY OF , 2024.

NOTARY PUBLIC

MY COMMISSION EXPIRES

ANNEXATION APPROVAL AND ACCEPTANCE

NOW THEREFORE BE IT RESOLVED BY THE MAYOR AND CITY COUNCIL OF THE CITY OF SCOTTSBLUFF, NEBRASKA THE REAL ESTATE WHICH IS PLATTED AS LOTS 1 AND 2, BLOCK 1, SETH RAYMOND SUBDIVISION, SITUATED IN THE SOUTHWEST QUARTER OF THE SOUTHEAST QUARTER OF SECTION 11, TOWNSHIP 22 NORTH, RANGE 55 WEST OF THE 6TH P.M., SCOTTS BLUFF COUNTY, NEBRASKA, PURSUANT TO SECTION 19-916 OF THE NEBRASKA REVISED STATUTES SHALL BE INCLUDED WITHIN THE CORPORATE LIMITS OF THE CITY OF SCOTTSBLUFF, SCOTTS BLUFF COUNTY, NEBRASKA SHALL BE AND BECOME PART OF SAID CITY FOR ALL PURPOSES WHATSOEVER, THAT THE INHABITANTS OF SAID ADDITION SHALL BE ENTITLED TO ALL THE RIGHTS AND PRIVILEGES, SHALL BE SUBJECT TO ALL THE LAWS, ORDINANCES, RULES AND REGULATIONS OF THE CITY OF SCOTTSBLUFF, NEBRASKA.

BE IT FURTHER RESOLVED THAT THE INCLUSION AS LOTS 1 AND 2, BLOCK 1, SETH RAYMOND SUBDIVISION, SITUATED IN THE SOUTHWEST QUARTER OF THE SOUTHEAST QUARTER OF SECTION 11, TOWNSHIP 22 NORTH, RANGE 55 WEST OF THE 6TH P.M., SCOTTS BLUFF COUNTY, NEBRASKA, WITHIN THE CORPORATE LIMITS OF THE CITY OF SCOTTSBLUFF, NEBRASKA IS SUBJECT TO THE FINAL PLAT BEING FILED WITH THE SCOTTS BLUFF COUNTY REGISTER OF DEEDS

PASSED AND APPROVED THIS _____ DAY OF _____ 2024.

Mayor: Jeanne McKerrigan

ATTEST: _____
City Clerk

APPROVAL AND ACCEPTANCE

The foregoing plat of LOTS 1 AND 2, BLOCK 1, SETH RAYMOND SUBDIVISION, SITUATED IN THE SOUTHWEST QUARTER OF THE SOUTHEAST QUARTER OF SECTION 11, TOWNSHIP 22 NORTH, RANGE 55 WEST OF THE 6TH P.M., SCOTTS BLUFF COUNTY, NEBRASKA is hereby approved by the Mayor and City Council of the City of Scottsbluff, Scotts Bluff County, Nebraska, by resolution duly passed

this _____ day of _____, 2024.

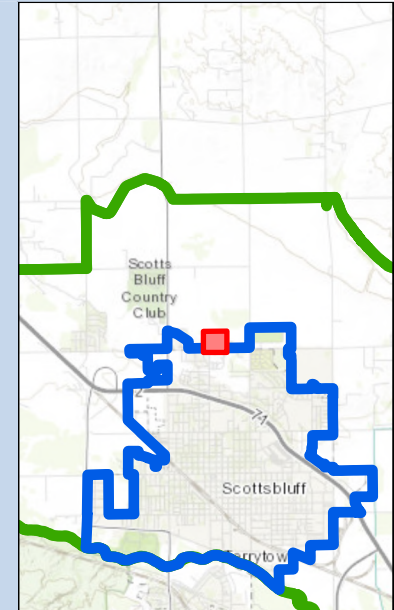
Mayor: Jeanne McKerrigan

ATTEST: _____
City Clerk

SETH RAYMOND SUBDIVISION

REPLAT AND REZONE FROM A to R-1

Aerial Overview



Proposed Changes

Street Centerlines

CLASS

- Highway
- Main Road
- Residential/Rural
- Parcels

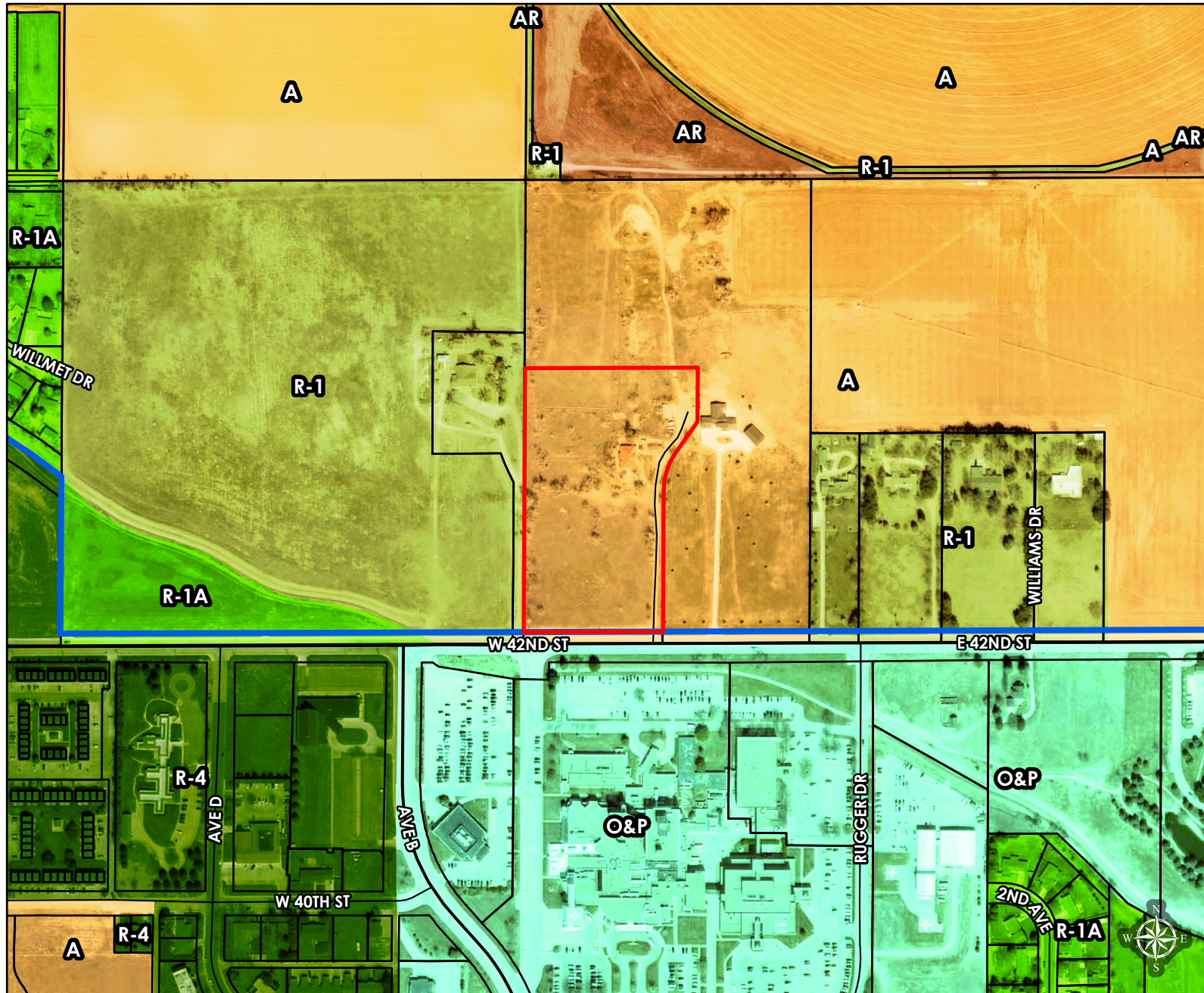
Taylor Stephens
City of Scottsbluff GIS
Created on 2/26/2024
Coordinate System: NAD 1983 (2011)
StatePlane Nebraska FIPS 2600 Feet
Lambert Conformal Conic

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.

SETH RAYMOND SUBDIVISION

REPLAT AND REZONE FROM A to R-1

Zoning Overview



- Property Location(s)
- Corporate Limits
- Extended Jurisdiction
- Street Centerlines
 - Highway
 - Main Road
 - Residential/Rural
- Official City Zoning
 - (A) Agriculture
 - (AR) Agriculture Residential
 - (C-1) Central Business District
 - (C-2) Neighborhood Commercial
 - (C-3) Heavy Commercial
 - (M-1) Light Manufacturing & Industrial
 - (M-2) Heavy Manufacturing and Industrial
 - (O-P) Office and Professional
 - (PBC) Planned Business Center
 - (R-1) Single Family
 - (R-1A) Single Family Medium Density
 - (R-1B) Rural Residential Estate
 - (R-4) Heavy Density Multiple Family
 - (R-6) Mobile Home
 - Parcels

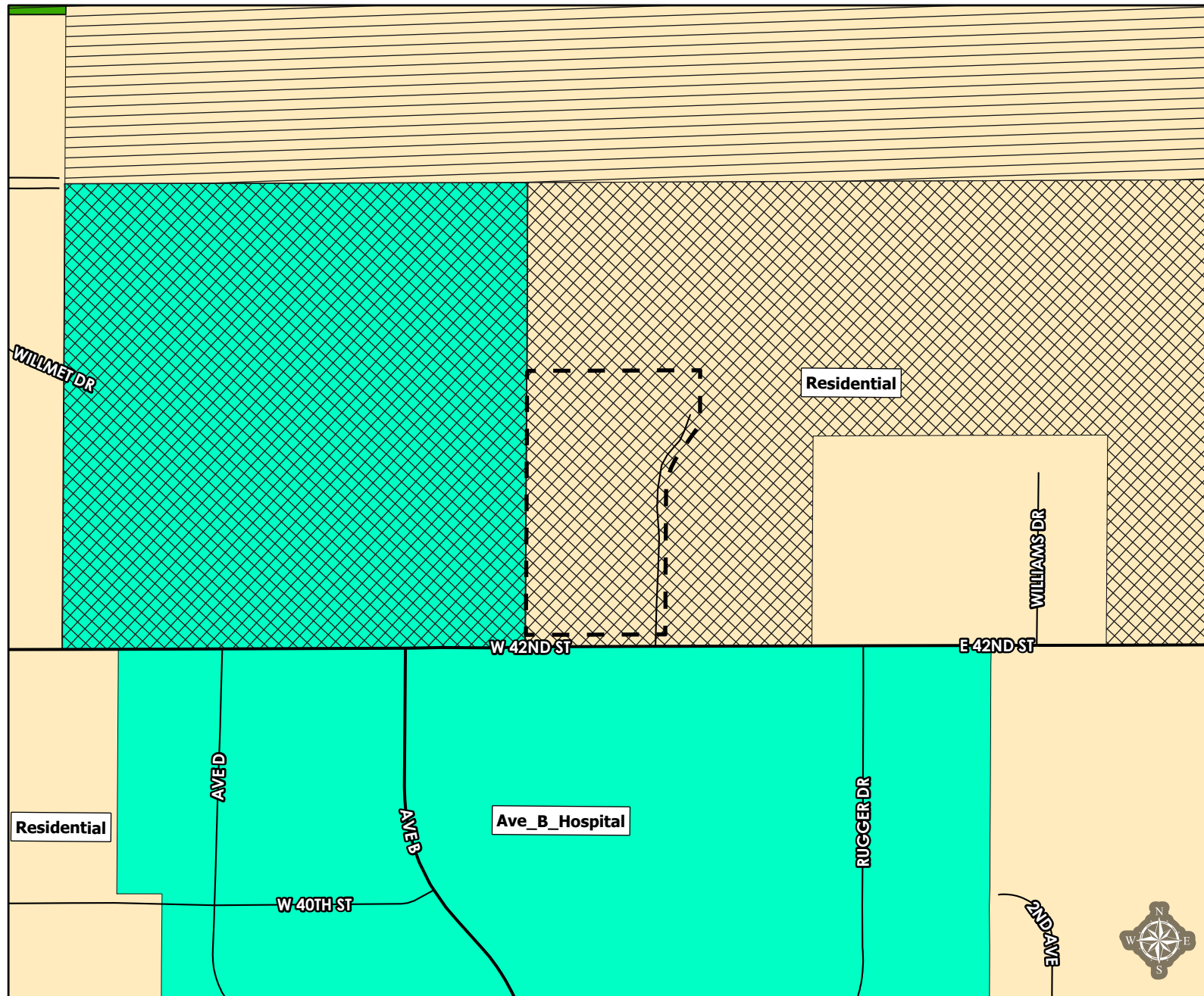
Taylor Stephens
City of Scottsbluff GIS
Created on 2/26/2024
Coordinate System: NAD 1983 (2011)
StatePlane Nebraska FIPS 2600 Feet
Lambert Conformal Conic

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SETH RAYMOND SUBDIVISION

REPLAT AND REZONE FROM A to R-1

2016 Comp. Plan Future Land Use Overview



- Proposed Changes
- 2016 Comp. Plan Land Use**
- Automobile Commercial
 - Avenue B and Hospital Campus
 - Central Business District
 - East Overland
 - Highway 26 Commercial
 - Northwest Commercial
 - Residential
 - Rural
 - Rural Residential
 - SE Industrial and Commercial
 - South Broadway
 - WNCC and Surrounding Area
- Street Centerlines**
- Highway
 - Main Road
 - Residential/Rural
- 2016 Comp. Plan Development**
- LTD (10 - 20 yrs)
 - NTD (Less than 5 yrs)
 - STD (5 - 10 yrs)

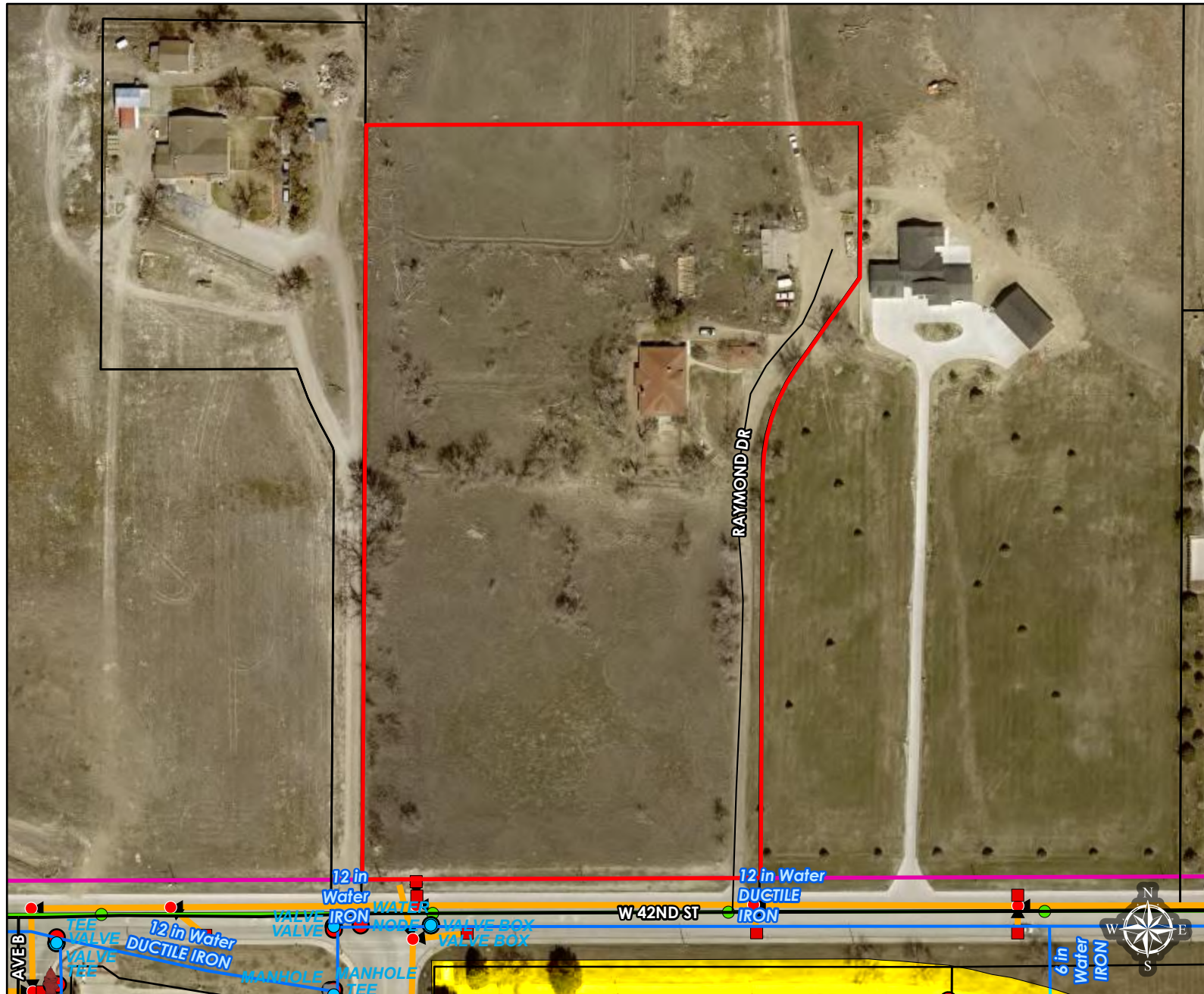
Taylor Stephens
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SETH RAYMOND SUBDIVISION

REPLAT AND REZONE FROM A to R-1

Utilities Overview



- Highway
- Main Road
- Residential/Rural
- Wastewater MH
- Wastewater Lines
- ▲ Outfall
- Stormwater Inlet
- Stormwater Manhole
- Stormwater Arc
- Proposed Property
- Parcels
- Corporate Limits
- Water_Lines
- Easements

Taylor Stephens
City of Scottsbluff GIS
Created on 2/26/2024
Coordinate System: NAD 1983 (2011)
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.

RESOLUTION NO. 24-__

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

WHEREAS, BE IT RESOLVED, the preliminary and final plat of Lots 1 and 2, Block 1, Seth Raymond Subdivision, Scotts Bluff County, Nebraska, situated in the Southwest Quarter of the Southeast Quarter of Section 11, Township 22 North, Range 55 West of the 6th P.M., Scotts Bluff County, Nebraska dated February 28, 2024, duly made, acknowledged and certified, is approved and the Mayor is authorized to sign the Final Plat on behalf of the City of Scottsbluff, Nebraska (the “City”). Based upon a recommendation from the Development Services and Public Works Departments of the City, the approval of the Final Plat is on the condition the Owner connects Lot 1 to the City sewer system within 5 years of the date of this approval or when the current septic system fails, whichever occurs sooner. Such final plat is ordered to be filed and recorded in the office of the Register of Deeds, Scotts Bluff County, Nebraska.

Passed and approved this ____ day of April 2024.

Mayor

ATTEST:

City Clerk

City of Scottsbluff, Nebraska

Monday, April 1, 2024

Regular Meeting

Item 10.c

Council to consider action on the first reading of the Ordinance regarding the Rezone of Lots 1-2, Block 1, Seth Raymond Subdivision from (A) Agricultural to (R-1) Single-Family Residential.

Staff Contact: Zachary Glaubius

ORDINANCE NO. _____

AN ORDINANCE OF THE CITY OF SCOTTSBLUFF, NEBRASKA, DEALING WITH ZONING, AMENDING SECTION 25-1-4 BY UPDATING THE OFFICIAL ZONING DISTRICT MAP TO SHOW THAT LOTS 1 AND 2, BLOCK 1, SETH RAYMOND SUBDIVISION, SCOTTS BLUFF COUNTY, NEBRASKA, SITUATED IN THE SOUTHWEST QUARTER OF THE SOUTHEAST QUARTER OF SECTION 11, TOWNSHIP 22 NORTH, RANGE 55 WEST OF THE 6th PRINCIPAL MERIDIAN SCOTTS BLUFF COUNTY, NEBRASKA WHICH WAS PREVIOUSLY ZONED AS AGRICULTURAL (A) TO R-1 SINGLE FAMILY (R-1), REPEALING PRIOR SECTION 25-1-4, PROVIDING FOR AN EFFECTIVE DATE AND PROVIDING FOR PUBLICATION IN PAMPHLET FORM.

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

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

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

 This is to certify that this is the official zoning district map described in §25-1-4 of the Scottsbluff Municipal Code, passed this ____ day of _____, 2024.”

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

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

PASSED AND APPROVED on _____, 2024.

Mayor

ATTEST:

City Clerk (Seal)

Approved as to form:

City Attorney

City of Scottsbluff, Nebraska

Monday, April 1, 2024

Regular Meeting

Item 10.d

Council to discuss and consider vote on approving request of Annexation of Seth Raymond Subdivision.

Staff Contact: Zachary Glaubius

Petition Request to Annex
Into the City of Scottsbluff, NE

City of Scottsbluff
Attn: Mayor and City Council
2525 Circle Dr
Scottsbluff, NE 69361

RE: Petition To Annex Property Into City of Scottsbluff

Mr. Mayor and City Council,

As Owner of property within the jurisdictional area of the City of Scottsbluff, I would like to submit this letter as a voluntary petition to annex into the City of Scottsbluff.

The property I would like to request for annexation is platted as LOTS 1 AND 2, BLOCK 1, SETH RAYMOND SUBDIVISION, SITUATED IN THE SOUTHWEST QUARTER OF THE SOUTHEAST QUARTER OF SECTION 11, TOWNSHIP 22 NORTH, RANGE 55 WEST OF THE 6TH P.M., SCOTTS BLUFF COUNTY, NEBRASKA, MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING AT THE SOUTH QUARTER CORNER OF SECTION 11, THENCE ON THE NORTH -SOUTH CENTERLINE OF SECTION 11, ON AN ASSUMED BEARING OF N02°17'59"E, A DISTANCE OF 789.28 FEET, THENCE BEARING S88°12'08"E, A DISTANCE OF 495.65 FEET, THENCE BEARING S02°17'59"W, ON A LINE PARALLEL WITH THE NORTH-SOUTH CENTERLINE OF SECTION 11, A DISTANCE OF 154.86 FEET, THENCE BEARING S37°10'47"W, A DISTANCE OF 108.68 FEET, TO THE POINT OF INTERSECTION WITH A TANGENT CURVE TO THE LEFT, SAID CURVE HAVING A CENTRAL ANGLE OF 34°52'48", A RADIUS OF 190.00 FEET, HAVING A CHORD BEARING OF S19°44'23"W AND A CHORD DISTANCE OF 113.89 FEET, THENCE SOUTHWESTERLY ON THE ARC OF SAID CURVE, A DISTANCE OF 115.67 FEET, THENCE BEARING S02°17'59"W, ON A LINE BEING PARALLEL WITH THE NORTH- SOUTH CENTERLINE OF SECTION 11, A DISTANCE OF 437.46 FEET, TO THE POINT OF INTERSECTION WITH THE SOUTH LINE OF THE SOUTHEAST QUARTER OF SECTION 11, THENCE WESTERLY ON SAID LINE, BEARING N88°12'08"W, A DISTANCE OF 399.36 FEET TO THE POINT OF BEGINNING, SAID TRACT OF LAND CONTAINING AN AREA OF 7.73 ACRES, MORE OR LESS.

Sincerely,



City of Scottsbluff Planning Commission

Development Services Staff Report – Zachary Glaubius

Prepared on: March 4, 2024 For Meeting of: March 11, 2024



I. GENERAL INFORMATION

- A. Daniel Raymond, owner of the proposed Lots 1 & 2, Block 1, Seth Raymond Subdivision has requested annexation by the City of Scottsbluff.

II. STAFF COMMENTS

- A. The reference Nebraska Revised Statutes below have been summarized for this agenda item. The complete statutes are included in the packet
- B. According Nebraska Revised Statute § 18-3301, an owner of territory contiguous to the corporate limits of a city desire to be annexed, the owner shall prepare a plat of the territory. A copy of the plat shall be filed with the city with a written request for annexation. The City Council shall at the next regular meeting after filing and request vote on the annexation. If the request is approved, an ordinance shall be prepared declaring the territory as within the corporate limits of the city.
- C. However, according Nebraska Revised Statute § 19-929, the city council shall not take final action on matters relating annexation of territory until it has received the recommendation of the planning commission
- D. Furthermore, according to Nebraska Revised Statute § 16-117 (7), when any owner of property contiguous to a city of the first class may by petition request that such property be included within the corporate limits of the city. The city council may include such property within the corporate limits without complying to subjection 3-6.
 - i. Subsection 3-6 require a resolution for annexation, public notice in the newspaper, and a public hearing.
- E. To summarize, a property owner next to the city may request annexation, and when this occurs a public hearing on the annexation is not necessary.
- F. This land is located within the "Near-Term Development" designation on the future land use map.

III. STAFF RECCOMENDATION

- A. Staff recommends the Planning Commission make a positive recommendation on approval by City Council on annexation of Lots 1 and 2, Block 1, Seth Raymond Subdivision.

City of Scottsbluff, Nebraska

Monday, April 1, 2024

Regular Meeting

Item 10.e

Council to consider action on the first reading of the Ordinance providing for Agreement to the Levy of a Retail Business Occupation Tax.

Staff Contact: Kevin E Spencer

CITY OF SCOTTSBLUFF, NEBRASKA

ORDINANCE NO. 4327

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; REPEALING ORDINANCE NO. 4159; AND PROVIDING FOR AN EFFECTIVE DATE

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”) hereby find and determine as follows:

(a) Pursuant to Section 18-2142.02, Reissue Revised Statutes of Nebraska, and the Community Development Law, as amended (the “Act”), the City of Scottsbluff intends to enter into a Redevelopment Contract (the “**Redevelopment Contract**”) with Rockstep Scottsbluff LLC, a Texas limited liability company (“**Rockstep**”), Scottsbluff KM Redevelopment, LLC, a Delaware limited liability company (“**KM**”), and the Community Redevelopment Authority of the City of Scottsbluff, Nebraska (the “**Authority**”) which, in part, (1) provides for the improvements of commercial shopping areas (the “**Redevelopment Project**”) in the Enhanced Employment Area as shown on **Exhibit “A”** (attached hereto and incorporated herein by reference) and (2) designates such area as an “enhanced employment area” as defined in Section 18-2103(11) of the Act (the “**Enhanced Employment Area**”).

(b) Pursuant to Section 18-2142.02 of the Act, the City is authorized 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 qualified and approved costs and expenses of the Redevelopment 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 sub rent, 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 hereby 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 hereby authorized and directed to execute such documents and take such actions on behalf of the City as are necessary to carry out this Ordinance, including, but not limited to, entering into a Redevelopment Contract with Rockstep, KM, and the Authority which shall be produced to final form for approval and execution by the City and the Authority.

Section 4. Tax Imposed; Collection of Tax.

(a) On and after June 1, 2024, and in each calendar month thereafter there is hereby imposed a retail business occupation 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 two percent (2.00%) 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 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 18-2142.04 of the Act, the City hereby 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 sub rent, 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 occupations 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 June 1, 2024, and for each and every month thereafter, shall prepare and file, on or before the 25th day of the following month on a form prescribed and furnished by the City Finance Director or Treasurer, 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 Finance Director or Treasurer, 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 occupation tax imposed by this Ordinance shall be cumulative except where otherwise specifically provided.

Section 8. Use of Revenue. The two percent (2.00%) occupation tax imposed by this Ordinance, less any administrative expenses, shall be transferred to the Authority for payment of principal and interest on any Enhanced Employment Area Occupation Tax Revenue Bond for the Enhanced Employment Area and to fund any expenditures that the City is lawfully authorized to make in connection with the Redevelopment 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 Finance Director or Treasurer shall, if a return has not been filed, 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 or the actual amount if the return is filed but unpaid, compute and assess in addition thereto a penalty equal to one percent (1.00%) of the amount of taxes determined due, together with interest on such delinquent taxes at the rate of ten percent (10.00%) per annum until paid

(b) The City Finance Director or Treasurer shall give the delinquent Taxpayer written notice of such estimated taxes, penalty, and interest, which notice may be served personally, by certified mail, or by regular U.S. mail to the last-provided address of the Taxpayer (the date of service for which shall be three (3) business days after the date posted for mailing).

(c) Such amounts owed, with penalty and interest, shall thereupon become an assessment and such assessment shall be final, due, and payable from the Taxpayer to the City ten (10) days from the date of service of the notice; however, within ten (10) days of providing a notice of such assessment, the Taxpayer may petition the City Finance Director or Treasurer for a revision or modification of such assessment and shall, within such ten-day period, furnish the City Finance Director or Treasurer 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 Finance Director or Treasurer 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.

(f) Nothing herein, including any bond executed pursuant to this Ordinance, shall obligate the City or Authority to exercise any remedy available to it for collection of any delinquent taxes or assessment owed under this Ordinance.

Section 10. Administration; Miscellaneous Provision.

(a) The administration of the provisions of this Ordinance are hereby vested in the City Finance Director and Treasurer, or his or her 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 U.S. regular or certified mail, postage prepaid, return receipt requested, to the Taxpayer at his or her last known address, or may be served personally.

(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 transactions 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 Finance Director or Treasurer 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 Finance Director or Treasurer he/she shall make the same available at a suitable place within the City, to be designated by the City Finance Director or Treasurer, for examination, inspection and audit by the City Finance Director or Treasurer 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 Finance Director or Treasurer determines that the Taxpayer paid ninety percent or less of the tax owing for the period of the examination.

(3) The City Finance Director or Treasurer, 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 Finance Director or Treasurer 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.

(e) The City shall retain monthly 1.0%, of the gross amount received from the occupation tax imposed hereby, or a monthly minimum of \$25.00 per General Retail Occupation Tax return required to be made pursuant to this ordinance, whichever is higher, as an administrative fee. The City may retain this amount before distribution of other tax receipts to the Authority.

Section 11. Recovery of Unpaid Tax by Action at Law

(a) The City Finance Director or Treasurer may, but is not obligated to, also treat any such taxes, penalties or interest due and unpaid as a debt due the City.

(b) In case of failure to pay the taxes, or any portion thereof, or any penalty or interest thereon when due, the City may, but is not obligated to, recover at law the amount of such taxes, penalties and interest in any court of Scotts Bluff County, Nebraska or of the county wherein the Taxpayer resides or has its principal place of business having jurisdiction of the amounts sought to be collected.

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

(d) The City Attorney may, but is not obligated to, 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 Finance Director or Treasurer or the City Finance Director's or Treasurer's designee, determines that any Person has failed to pay any tax imposed by this Ordinance, such official may, but is not obligated to, suspend or revoke any City license, permit or other approval held by such Person. Such Person shall have an opportunity to a hearing with the City Manager before the suspension or revocation, which may not be held less than seven (7) days after notice is given of the time and place of such hearing, addressed to the last known place of business of such Person. Pending the notice, hearing and final determination, any licensee, permit or other approval issued by the City to the Person may be temporarily suspended. No suspension or revocation hereunder 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 Authority pursuant to the provisions of the Act, for which such occupation tax receipts have been pledged as described in the Redevelopment Contract or 2) twenty (20) years after the first issuance of any such indebtedness after the date of this Ordinance.

Section 14. Repeal of Prior Ordinance; Effective Date. This Ordinance will repeal and replace Ordinance No. 4159, effective on May 31, 2024.

Section 15. 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 16. 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 hereof shall not be affected thereby.

Section 17. Headings of Section Not Controlling. The headings of sections of this Ordinance are set forth herein for convenience of reference only and shall not affect the construction or interpretation of this Ordinance or any section hereof.

Section 18. Effective Date. This Ordinance shall take effect upon its passage and publication as provided by law.

DATED: April __, 2024

CITY OF SCOTTSBLUFF, NEBRASKA

By:_____

Mayor

ATTEST:

By:_____

Clerk

EXHIBIT “A”

ENHANCED EMPLOYMENT AREA

Lot 3, Block 3, Third Replat of Lots 3 and 4, Block 3, Northeast Second Addition Replat No. 2, an Addition to the City of Scottsbluff, Scotts Bluff County, Nebraska (2302 Frontage Road, Scottsbluff, NE)

Lot 2, Block 3, Northeast Second Addition Replat No. 2, an Addition to the City of Scottsbluff, Scotts Bluff County, Nebraska (2410 Frontage Road, Scottsbluff, NE)

Lots 1 and 2, Block 1, Subdivision of Block 1, Northeast Second Addition Replat No. 1, an Addition to the City of Scottsbluff, Scotts Bluff County, Nebraska (804 and 802 East 27th Street)

City of Scottsbluff, Nebraska

Monday, April 1, 2024

Regular Meeting

Item 10.f

Council to discuss and consider action on the Redevelopment Contract with Rockstep Scottsbluff, LLC and Scottsbluff KM Redevelopment, LLC and authorize the Mayor to sign the Contract and Resolution.

Staff Contact: Kevin E Spencer

Redevelopment Contract

This Redevelopment Contract is entered into on _____, 2024 among the Community Redevelopment Authority of the City of Scottsbluff, Nebraska (the “Authority”), the City of Scottsbluff, Nebraska (the “City”), Rockstep Scottsbluff LLC, a Texas Limited Liability Company (“Rockstep”), and Scottsbluff KM Redevelopment, LLC, a Delaware limited liability company (“KM”).

Recitals:

- A. The City Council has declared the Site (defined below) blighted and substandard as defined in the Nebraska Community Development Law, NEB REV. STAT. § 18-2101 et seq. (the “Act”).
- B. After a positive recommendation by the Planning Commission, the Authority and City Council approved and adopted the Amended Redevelopment Plan for the Former Monument Mall, now Uptown Mall, Rehabilitation and Former K Mart Site Rehabilitation (the “Plan”). The Plan is incorporated into this Redevelopment Contract by this reference.
- C. By adoption of the Plan, the City Council and Authority have designated the Site as an Enhanced Employment Area according to the Act, and such designation is ratified by this Contract.
- D. This Redevelopment Contract amends and restates the Redevelopment Contract dated June 1, 2015 between the City, the Community Development Agency of the City of Scottsbluff, and Rockstep (the “2015 Contract”).
- E. This Redevelopment Contract has been prepared according to the Act in order to implement the Plan.
- F. This Redevelopment Contract is entered into by the Authority and City to provide financing for an approved redevelopment project.

In consideration of these recitals, which are material to and made a part of this Contract, the covenants herein, and other good and valuable consideration, the receipt and sufficiency of which are acknowledged, the parties agree as follows.

1. Definitions. The following terms in this Contract have the following definitions.

- a. “Contract” means this Redevelopment Contract and all amendments, modifications, and extensions.
- b. “EEA Revenues” means the occupation tax revenues generated according to the Occupation Tax Ordinance, less any administrative expenses as provided in the Occupation Tax Ordinance.
- c. “Holder(s)” means the registered owner or owners of the Indebtedness issued by the Authority.
- d. “Indebtedness” means any bonds, notes, loans, and advances of money or other indebtedness, incurred by the Authority according to this Contract or the 2015 Contract to provide financing for the Project Costs. The Indebtedness will consist of one or more Tax Increment Financing Notes (“TIF Indebtedness”) and one or more Occupation Tax Revenue Bonds (“EEA Indebtedness”). Currently, Tax Increment Development Revenue Bond (Scottsbluff Monument Mall Rehabilitation Project, Series 2015 (the “2015 TIF Bond”) and Occupation Tax Revenue Bond (Scottsbluff Monument Mall Project), Series 2015B (the “2015 EEA Bond”) are issued and outstanding.

- e. "Occupation Tax Ordinance" means the City Ordinance No. 4327 authorizing the levy, collection, and enforcement of the occupation tax imposed on the Site according to the Act. The Occupation Tax Ordinance is being adopted by the City in conjunction with its approval of this Contract. The Occupation Tax Ordinance will supersede City Ordinance No. 4159 which was passed on May 18, 2015 (the "2015 Ordinance"). The Occupation Tax Ordinance will increase the applicable occupation tax from 0.5% to 2.0% and expand the occupation tax to the KM Site.
 - f. "Project" means the Project as described in the Plan.
 - g. "Project Costs" means the costs for those activities described on Schedule B and reimbursable to Redeveloper under the Act. The amount of the Project Costs will be the amount the Redeveloper actually incurs for such activities, and the estimates on Schedule B are provided for budgeting purposes only.
 - h. "Public Improvements" include, without limiting the generality of the description for public improvements, all improvements related to the Project required by the City to be completed, which may be on City property or in the City right of way or relating to City services, utilities, or infrastructure.
 - i. "Redeveloper" means Rockstep and KM. A reference to the Redeveloper means each Redeveloper, severally, and Rockstep and KM, jointly, unless the context otherwise clearly requires, as further explained in subsection 1(k) below.
 - j. "Resolution" means any resolution of the Authority authorizing the issuance of Indebtedness or approving this Contract.
 - k. "Site" means the real estate described on Schedule A together with all buildings, improvements and fixtures located thereon and portions of the adjacent public right of way and property as contemplated to be used under the Plan or as otherwise related to the Project. Schedule A divides the Site between the "Rockstep Site" and the "KM Site." Rockstep owns the Rockstep Site and KM owns the KM Site; the use of the terms "Redeveloper" and "Site" in this Contract should be interpreted accordingly.
 - l. "TIF Revenues" means that portion of the ad valorem real estate taxes generated by the Project on the Site and allocated to the Authority according to NEB. REV. STAT. § 18-2147(1)(b).
2. **2015 Contract:** This Contract amends and restates the 2015 Contract. However, this Contract shall not result in the cancellation of any indebtedness issued according to the 2015 Contract, except as expressly provided in this Contract or unless otherwise agreed by parties.
3. **Representations and Warrants of the Redeveloper:** The Redeveloper represents and warrants that:
- a. The execution and delivery of this Contract and the consummation of the transactions contemplated under this Contract will not conflict with or constitute a breach of or default under any contract to which Redeveloper is a party or by which it is bound.
 - b. There is no litigation pending and to the best of its knowledge threatened against Redeveloper affecting its ability to carry out the Project or this Contract.
 - c. The Project as set forth in the Plan would not be economically feasible or occur in the project area without tax increment financing.

- d. The Project will result in at least ten new employees on the Site and a new investment on the Site of at least \$500,000.00.
- e. Redeveloper will only use funds granted by the Authority for the purposes set forth in the Act.
- f. Redeveloper acknowledges that interest on the Indebtedness is not tax-exempt interest under state or Federal law.
- g. Redeveloper acknowledges that the Indebtedness, including any note or bond, is not registered under the Securities Act of 1933, as amended, and that the Authority and City are not presently required to register under Section 12 of the Securities and Exchange Act of 1934. Redeveloper recognizes that if the Redeveloper may wish to sell or resell any Indebtedness as held by it, there may not be any available current business and financial information about the Authority, the City, or the Project. Redeveloper acknowledges that no trading market presently exists or is ever expected to exist for the Indebtedness. The Redeveloper acknowledges that it may need to bear the risks of an investment in the Indebtedness for an indefinite period of time, since any sale prior to maturity of the Indebtedness may not be possible or may be at a price below that which the Redeveloper is paying for the Indebtedness.
- h. Redeveloper has conducted its own investigation and has undertaken the responsibility to verify the accuracy and completeness and truth of any statement made or omitted to be made concerning any of the material facts relating to the Indebtedness and the Project and related transactions
- i. Any acquisition of Indebtedness by Redeveloper will be for its own account for investment and not with a view for resale or distribution, except that the Redeveloper may assign the Indebtedness to the Redeveloper's lender, provided that such lender shall first acknowledge the Redeveloper's investor related representations substantially the same as set forth in Section 3 of this Contract. The Redeveloper has sufficient knowledge and experience in financial and business matters to be able to evaluate the risks and merits of the investment represented by the purchase of the Indebtedness, has financial resources sufficient to sustain the risks related to holding the Indebtedness, and is aware of the intended use of the proceeds and the risks involved therein.
- j. Redeveloper has been offered an opportunity to ask questions of and receive answers from the City and Authority concerning the terms and conditions of the Indebtedness and to obtain any additional information on the status of the Project and to obtain any additional financial information and documentation necessary to supplement or clarify the information provided to the Redeveloper.
- k. Redeveloper understands the liability of the Authority and City is limited to the TIF Revenues and EEA Revenues received by the Authority with respect to the Project available to pay the Indebtedness (as applicable) and the Redeveloper shall look exclusively thereto for the payment on the Indebtedness.
- l. The Redeveloper acknowledges that the Indebtedness has been set based on estimates and assumptions, all of which may vary substantially and materially, including (i) expectations as to the completion of construction and valuations suggested by the Redeveloper; (ii) certain costs of the Project to be incurred by the Redeveloper; and (iii) sales projections that may occur on the Site. Redeveloper acknowledges that TIF Revenues and EEA Revenues may be altered or eliminated entirely based on future decisions of the Nebraska Legislature or the voters of the State of Nebraska or by future court decisions.

- m. No broker, dealer, or municipal securities dealer will participate in the sale or purchase of Indebtedness. The Indebtedness is not subject to any of the requirements of Rule 15c2-12 of the Securities and Exchange Commission requiring the providing of certain information upon issuance and certain additional information on a periodic basis.
 - n. The Redeveloper understands that THE INDEBTEDNESS IS A LIMITED OBLIGATION OF THE AUTHORITY AND IS NOT SECURED BY ANY OBLIGATION OR PLEDGE OF ANY MONIES RECEIVED OR TO BE RECEIVED FROM TAXATION, OTHER THAN TIF REVENUES OR EEA REVENUES AS DESCRIBED IN THIS CONTRACT.
 - o. The Indebtedness does not constitute a debt within the meaning of any constitutional, statutory, or charter limitation upon the creation of general obligation indebtedness of the Authority or City and does not impose any general liability upon the Authority or City. No official of the Authority or City nor any person executing the Indebtedness shall be liable personally by reason of its issuance.
- 4. Obligations of Redeveloper.** In addition to the Redeveloper's other obligations in this Contract, the Redeveloper agrees to the following:
- a. Redeveloper has delivered to the City and Authority documents as required by the Authority showing who has authority to sign the Contract and related documents on behalf of the Redeveloper. The City and Authority may rely on such documents unless they are revoked and replaced in writing by the Redeveloper.
 - b. Redeveloper will with reasonable diligence pursue and implement the Project. Redeveloper is responsible for obtaining all permits and approvals necessary to construct the Project. Until construction of the Project is complete, Redeveloper will report the progress of the Project to the Authority and City. Redeveloper will furnish to the City a Certificate of Completion upon full completion of the Project.
 - c. At any time, whether before or after commencement of the Project, the Authority may require any or all of the following:
 - i. That any general contractor chosen by the Redeveloper or the Redeveloper itself obtain and keep in force at all times until completion of construction, policies of insurance including coverage for contractors' general liability and completed operations naming the Authority and/or City as additional insureds.
 - ii. That any contractor chosen by the Redeveloper or the Redeveloper itself purchase and maintain property insurance upon the Project to the full insurable value thereof which insure against the perils of fire and extended coverage, includes "All Risk" insurance for physical loss or damage, and insures all stored materials.
 - iii. That the contractor or the Redeveloper, as the case may be, furnish the Authority with a Certificate of Insurance evidencing policies as may be required above and providing that the Authority be given prior written notice in the event of cancellation of or material change in any of any of the policies.

- iv. That the Redeveloper furnish or cause to be furnished to the Authority security consistent with policies established by the City for other development projects to guarantee the completion of the Public Improvements related to the Project. Any security furnished by the Redeveloper may be required to be up to the amount of the actual cost of the Public Improvements. It is contemplated that the Redeveloper will enter into one or more contracts for the construction of the Public Improvements. The actual cost of the Public Improvements will be determined by the provisions of such contract. If any required security furnished by the Redeveloper is a bond or letter of credit, the bond or letter of credit shall provide that upon demand by the Authority, the Authority shall be paid all sums which will enable the Authority to complete the Public Improvements. If security required by the Authority is insufficient to complete the Public Improvements, the Redeveloper will remain directly liable to the Authority for the balance. The Authority may, at its option, assess all or any part of the amounts owed for the Public Improvements and not covered by the bond or letter of credit and not paid for by Redeveloper.
- v. That the Redeveloper furnish or cause to be furnished to the Authority or City, a payment bond in the amount of the Public Improvements with a corporate surety authorized to do business in the State of Nebraska and approved by the Authority or City, conditioned upon the Redeveloper at all times making payment of all amounts lawfully due to all persons supplying or furnishing the Redeveloper, the Redeveloper's contractor or its subcontractors with labor, materials, equipment, or supplies for the Public Improvements and indemnifying and saving harmless the Authority or City to the extent any payments under this Contract which the Authority or City may be required to make under law. The Authority or City may allow, in lieu of this surety bond, a cash bond in the amount determined by the Authority or City, to be held by the Authority or City for the purposes set forth in this subsection. The cash bond shall be refunded to the Redeveloper upon the completion of the applicable Public Improvements and the Authority's or City's receipt of evidence, satisfactory to the Authority or City, that all persons having performed labor or furnished materials, equipment, or supplies for such Public Improvements have been fully paid.
- d. Redeveloper shall timely pay all costs, expenses, fees, charges and other amounts associated with the Project.
- e. The location, size and layout and construction of the Public Improvements shall be according to (i) plans and specifications approved in writing by the City in advance of commencement of construction, which approval will not be unreasonably withheld, (ii) all ordinances and codes adopted by the City in effect at the time that the Public Improvements are constructed, and (iii) any other agreement related to the Public Improvements between the Redeveloper and the City. This Contract does not replace or supersede the need for the Redeveloper to obtain other agreements, consents, permits, licenses from the City related to the Public Improvements or other improvements as may be required by the City for the type of work to be performed.
- f. The Redeveloper will hold the Indebtedness or arrange for the purchase of the Indebtedness in a private placement satisfactory to the Authority. The Authority and City shall have no obligation to sell the Indebtedness.
- g. The Redeveloper will pay the Authority the fees in the amounts and at the times as set forth on Schedule C.
- h. The Redeveloper shall retain copies of all documents and records associated with the Plan and Project received or generated by the Redeveloper and make such documents available to the City and Authority, upon request, for at least three years after the end of the last fiscal year in which ad valorem real estate taxes are divided for the Project.

5. Issuance of Indebtedness. The following provisions apply separately to the TIF Indebtedness and EEA Indebtedness, and these provisions should be interpreted accordingly.

- a. The Authority will authorize the issuance of the Indebtedness, subject to such terms and conditions set forth in this Contract and the Resolution. The maximum amount of the Indebtedness is limited to the sum of all applicable Project Costs incurred by the Redeveloper. No Indebtedness will be issued until Redeveloper has become obligated for a portion of the Project Costs.
- b. The interest rate of the Indebtedness will be the Wall Street Journal Prime Rate (as of the date of issuance), plus 1%, or as agreed upon by the Redeveloper and the Authority.
- c. The Authority shall create a fund to collect and hold the TIF Revenues and EEA Revenues. Such fund shall be used for no other purpose other than to pay the applicable Indebtedness.
- d. The Authority will make a grant to the Redeveloper, up to the amount of the Indebtedness, to pay the Redeveloper for the Project Costs actually incurred by the Redeveloper, subject to the limitations set forth in this Contract. The Indebtedness and the grant shall not exceed the amount of Project Costs as certified according to Section 6(a) of this Contract or the amount as provided in the Plan. The Authority shall have no obligation to provide grant funds from any source other than the funds actually received by the Authority for the purchase price paid to the Authority for the Indebtedness. Upon the request of the Redeveloper, the purchase price of the Indebtedness shall be offset against the grant described herein.
- e. Upon the issuance of any new TIF Indebtedness according to this Contract that is secured by TIF Revenues derived from any portion of the Rockstep Site, the 2015 TIF Bond will be cancelled by Rockstep and returned to the Authority.

6. Cost Certification and Disbursement of Funds. Proceeds of the Indebtedness shall be advanced and disbursed in the manner set forth below:

- a. The Redeveloper may submit to the Authority a grant disbursement request (the “Disbursement Request”) executed by an authorized representative of the Redeveloper. The Disbursement Request shall: (i) certify the actual Project Costs incurred by the Redeveloper in the completion of such portion of the Project and (ii) include documentation to the Authority’s satisfaction that such Project Costs have been incurred and all other requirements under this Contract relating to the work have been met. All Disbursement Requests are subject to review and approval by the Authority. Determinations by the Authority whether costs included in the Disbursement Request are properly included as Project Costs as defined in this Contract shall be made in the sole discretion of the Authority and shall be conclusive and binding on the Redeveloper.
- b. The Authority shall inform the Holder in writing of the amount of the Disbursement Request allocated to the Indebtedness for reimbursable Project Costs under this Contract. Upon notification from the Authority, the Holder (if other than the Redeveloper) may make deposits to the Authority in such amount necessary to pay the Project Costs set forth in the Disbursement Request. Such amounts shall be proceeds of the Indebtedness to be granted to the Redeveloper under Section 5(d) of this Contract. If the Redeveloper is the Holder, the grant to the Redeveloper shall be offset by the increase in the principal balance of the Indebtedness by the amount of the Project Costs of the approved Disbursement Request.

7. **TIF Revenues:** The Authority pledges the TIF Revenues derived from the Site as security for and to provide payment of the TIF Indebtedness. No other funds of the City or Authority secure or will be paid toward the TIF Indebtedness. The Authority will pay the Holder of the TIF Indebtedness the TIF Revenues according to the terms of the TIF Indebtedness and this Contract. Any shortfall in TIF Revenues to pay the TIF Indebtedness shall be borne entirely by the Redeveloper and Holder without recourse of any kind against the Authority or the City.

The TIF Indebtedness will be paid with priority based on the order of issuance. If more than one tax increment financing notes are issued at the same time, then the TIF Revenues will be paid toward such notes in priority or proportion as agreed to by the Authority, KM, and Rockstep at the time such TIF Indebtedness is issued.

TIF Revenues will be derived from the Site as follows:

- a. Any ad valorem real estate tax on the Site (or any portion of the Site as determined by Redeveloper) for the benefit of any public body may be divided for a period of fifteen (15) years.
- b. The Site may be developed in phases over an extended period. Redeveloper will decide, from time to time, when to begin the division of real estate taxes on a particular tax parcel within the Site (each a "TIF Site"). When Redeveloper determines that it would like to begin the division of real estate taxes on a particular tax parcel, Redeveloper will notify the Authority of (i) the tax parcel and (ii) the effective date of the division of the real estate taxes on such parcel. Redeveloper and the Authority will then execute an amendment of this Contract to specify such terms (a "TIF Site Designation Amendment"). The City Manager, as Secretary of the Authority, may execute each TIF Site Designation Amendment without further approval of the Authority or City.
- c. The ad valorem real estate taxes on a TIF Site will be divided as follows:
 - i. That portion of the ad valorem real estate tax on the TIF Site which is produced by levy at the rate fixed each year by or for each public body upon the "redevelopment project valuation" (as defined in the Act) shall be paid into the funds of each such public body in the same proportion as all other taxes collected by or for the bodies; and
 - ii. That portion of the ad valorem real estate tax on the TIF Site in excess of such amount, if any, shall be allocated to, is pledged to, and, when collected, paid into a special fund of the Authority to pay the principal of, the interest on, and any premium due in connection with the Indebtedness. When such Indebtedness, including interest and premium due have been paid, the Authority shall notify the County Assessor and County Treasurer and all ad valorem real estate taxes upon the TIF Site shall be paid into the funds of the respective public bodies; and
 - iii. Any interest and penalties due for delinquent taxes shall be paid in the funds of each public body in the same proportion as are all other taxes collected by or for the public body.
- d. Within 30 days after a TIF Site Designation Amendment is executed, the Authority will file with the County Assessor a notice for dividing the ad valorem real estate tax on the TIF Site, as described in Section 18-2147(6) of the Act.
- e. Before any real estate taxes are divided on a TIF Site within the Rockstep Site according to this Contract, the Authority will cancel the current notice to divide taxes on the Rockstep Site.

- 8. EEA Revenues:** The Authority and the City agree to impose an occupation tax on the Site according to the Occupation Tax Ordinance. The Authority pledges the EEA Revenues derived from the Site as security for and to provide payment of the EEA Indebtedness. No other funds of the City or Authority secure or will be paid toward the EEA Indebtedness. The Authority will pay the Holder of the EEA Indebtedness the EEA Revenues according to the terms of the EEA Indebtedness and this Contract. Any shortfall in EEA Revenues to pay the EEA Indebtedness shall be borne entirely by the Redeveloper and Holder without recourse of any kind against the Authority or the City. The EEA Revenues will be paid in the following priority:

First Priority: The 2015 EEA Bond.

Second Priority: EEA Indebtedness issued after the date of this Contract will be paid with priority based on the order of issuance. If more than one occupation tax bonds are issued at the same time, then the EEA Revenues will be paid toward such bonds in priority or proportion as agreed to by the Authority, KM, and Rockstep at the time the such EEA Indebtedness is issued.

- 9. Redeveloper's Obligations While the Indebtedness is Outstanding.** While any Indebtedness is outstanding, Redeveloper shall:

- a. Not protest a taxable valuation of the Site so as to reduce the taxable valuation;
- b. Not convey the Site or structures thereon to any entity which would be exempt from paying real estate taxes, except any Public Improvements to be transferred to the City;
- c. Not apply to the Scotts Bluff County Assessor for any structures on the Site to be taxed separately from the land of the Site;
- d. Maintain insurance for the full value of the structures on the Site and in the event of casualty, apply such insurance proceeds to completing or repairing the Project;
- e. Pay or cause to be paid all real estate taxes and assessments levied on the Site prior to the time they become delinquent;
- f. Maintain the Site in good repair and in a safe and clean condition;
- g. Provide progress reports and any relevant financial records regarding the Project to the City or Authority upon request; and
- h. Include the restrictions in this Section 9 in any subsequent sale, assignment, sale-leaseback or other transfer of the Site or any portion thereof. If such restrictions are included, the Redeveloper shall not otherwise be responsible for the action or inaction of third parties if these covenants are breached by third parties and the Redeveloper no longer owns the Site.

- 10. Environmental Conditions.** In the development of the Site, the Redeveloper and its contractors shall not violate any applicable laws, ordinances and regulations relating to industrial hygiene or environmental protection (collectively referred to herein as "Environmental Laws"), and not do anything to introduce to the Site substances deemed to be hazardous or toxic under any Environmental Laws.

- 11. Indemnity.** To the fullest extent permitted by law, the Redeveloper shall indemnify, defend, and hold harmless the Authority and City from and against all claims, damages, losses, fines, assessments, and expenses, including, but not limited to, attorneys' fees (collectively, "Losses"), arising out of or resulting from (a) the negligent or intentional acts or omissions of the Redeveloper, any of Redeveloper's contractors or subcontractors, or anyone directly employed by any of them, or anyone for whose acts any of them may be liable or (b) the noncompliance with this Contract. The Redeveloper also agrees to indemnify and hold the City and Authority harmless for any claims for amounts which are the responsibility of the Redeveloper charged by persons or entities providing labor or materials for the Project. Notwithstanding the foregoing, in no event shall Redeveloper be required to indemnify, defend, or hold harmless the Authority or City for Losses to the extent such Losses are caused by the active negligent or intentional acts or omissions of the Authority or City.
- 12. Nondiscrimination.** The Redeveloper shall not, in the performance of this Contract and the Project, discriminate against any employee or applicant for employment because of race, religion, gender, color, national origin, ancestry, disability, familial status, or receipt of public assistance.
- 13. Immigration Status.** Redeveloper agrees that all of its contractors providing services on the Site will utilize the federal immigration verification system, as defined in NEB. REV. STAT. § 4-114 to determine the work eligibility status of new employees physically performing services on the Project.
- 14. Conflicts of Interest.** No officer, employee, or agent of the Authority shall have any personal interest in this Contract, whether such interest is direct or indirect.
- 15. Assignment.** The Redeveloper may not assign its rights under this Contract without prior written consent of the Authority, which consent shall not be unreasonably withheld.
- 16. Covenants Running with the Land.** This Contract shall be binding upon the Redeveloper's successors and assigns, and shall run with the Site. The Authority and City will record this Contract or a memorandum of this Contract in the Scotts Bluff County Office of the Register of Deeds, to be indexed against the Site.
- 17. Status of Parties.** The Authority and City are not and shall not be regarded as partners, joint venturers, or other jointly acting parties with the Redeveloper for any purpose whatsoever, and the undertakings and agreements on the part of the Authority and City are provided solely according to the provisions of the Act and for the governmental purposes of promoting and encouraging redevelopment in blighted and substandard areas.
- 18. Approvals by the Authority and City.** Whenever, under the terms of this Contract, the Authority or City has agreed that it will take an action or cause an action to be taken and applicable statutes require public notice and a hearing or other procedures relating to approval, the terms and conditions of this Contract shall be understood as subject to such requirements.

19. Default. In the event of any default of this Contract, the defaulting party shall, upon written notice from the other party proceed immediately to cure the default and such shall be cured within 30 days after the defaulting party's receipt of such notice or such longer time as may be allowed by the party giving notice. Any default which, by its nature, cannot be cured in the time allowed may be cured if curing is commenced within the time allowed and diligently pursued to completion thereafter. If the default is not timely cured, the non-defaulting party may pursue any remedy available to it at law or equity, including specific performance. In addition, in the event of a default by the Redeveloper which is not timely cured as set forth above, then the Authority and City may suspend its performance under this Contract or rescind or terminate this Contract. Neither party shall be deemed to be in default of their respective obligations in the event of delay in the performance of such obligations due to causes beyond such party's reasonable control and without its fault including, but not limited to acts of God, acts of the public enemy, acts of the Federal government, fires, floods, epidemics, pandemics, quarantine, strikes, freight embargos, or delays of contractors due to such causes. In the event of any such delay, the party being delayed shall give prompt notice to the other party and the time for performance of the obligation being delayed shall be equitably extended.

20. Notices and Demands. Any notice, demand, or other communication under this Contract by either party shall be sufficiently given or delivered if it is sent by certified mail, postage prepaid, return receipt requested, or delivered personally as follows:

If to Rockstep: Rockstep Scottsbluff LLC
Attn: _____

If to KM: Scottsbluff KM Redevelopment, LLC
Attn: _____

If to Authority: Scottsbluff Community Development Authority
Attn: City Manager
2525 Circle Drive
Scottsbluff, NE 69361

If to City: City of Scottsbluff
Attn: City Manager
2525 Circle Drive
Scottsbluff, NE 69361

A party may give notice of a change in contact information in the manner specified above. Other methods of notice will be sufficient if the sender can show the date of receipt by the intended recipient.

21. Complete Contract. This Contract represents the complete understanding between the parties concerning the subject matter of this Contract, and no other promises or agreements relating to the subject matter of this Contract shall be binding unless they are made in writing and authorized and executed by the parties to be bound by the amendment. *Provided that*, the terms of any Resolution passed by the Authority or City related to the Indebtedness are made a part of and incorporated into this Contract.

22. Governing Law. Nebraska law will govern the construction of and the performance under this Contract.

23. Schedules. All schedules referenced in this Contract are part of this Contract.

24. Intent. This Contract is entered into by the Authority and City to provide financing for an approved redevelopment project.

25. Counterparts. This Contract may be signed in one or more counterparts.

[The signature page is the next page]

**Community Redevelopment Authority
of the City of Scottsbluff, Nebraska**

By: _____
William Trumbull, Chair

**Rockstep Scottsbluff LLC, a Texas
Limited Liability Company**

By: _____
[Name, Title]

City of Scottsbluff, Nebraska

By: _____
Jeanne McKerrigan, Mayor

**Scottsbluff KM Redevelopment, LLC,
a Delaware Limited Liability Company**

By: _____
[Name, Title]

State of Nebraska; County of Scotts Bluff) ss.

This Redevelopment Contract was acknowledged before me on _____, 2024 by William Trumbull, Chair on behalf of the Community Redevelopment Authority of the City of Scottsbluff, Nebraska.

Notary Public

State of Nebraska; County of Scotts Bluff) ss.

This Redevelopment Contract was acknowledged before me on _____, 2024 by Jeanne McKerrigan, Mayor on behalf of the City of Scottsbluff, Nebraska.

Notary Public

State of _____; County of _____) ss.

This Redevelopment Contract was acknowledged before me on _____, 2024 by _____ [name], _____ [title] on behalf of Rockstep Scottsbluff LLC, a Texas Limited Liability Company.

Notary Public

State of _____; County of _____) ss.

This Redevelopment Contract was acknowledged before me on _____, 2024 by _____ [name], _____ [title] on behalf of Scottsbluff KM Redevelopment, LLC, a Delaware Limited Liability Company.

Notary Public

Schedule A
The Site

Rockstep Site:

Lot 3, Block 3, Third Replat of Lots 3 and 4, Block 3, Northeast Second Addition Replat No. 2, an Addition to the City of Scottsbluff, Scotts Bluff County, Nebraska (2302 Frontage Road, Scottsbluff, NE)

Lot 2, Block 3, Northeast Second Addition Replat No. 2, an Addition to the City of Scottsbluff, Scotts Bluff County, Nebraska (2410 Frontage Road, Scottsbluff, NE)

KM Site

Lots 1 and 2, Block 1, Subdivision of Block 1, Northeast Second Addition Replat No. 1, an Addition to the City of Scottsbluff, Scotts Bluff County, Nebraska (804 and 802 East 27th Street)

Schedule B
Estimated Project Costs

Uptown Mall TIF Expenditures

Building rehab	\$	316,000.00
Total Uptown TIF Expenditures	\$	316,000.00

Uptown Mall TIF Bond

\$	316,000.00
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Uptown Mall EEA

Building rehab:		
Tenant imp; roof; HVAC	\$	5,344,950.00
Parking lot	\$	1,000,000.00
Lighting	\$	250,000.00
Landscaping & signage	\$	200,000.00
Arch/Promotion	\$	800,000.00
Total EEA	\$	7,594,950.00

Uptown Mall EEA Bond

\$	7,590,000.00
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Former K Mart TIF Expenditures

Site acquisition reimbursement	\$	2,470,000.00
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Former K Mart TIF Bond

\$	2,050,000.00
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Former K Mart EEA Expenditures

Site preparation/subdivision	\$	2,040,000.00
Demolition	\$	300,000.00
Building rehabilitation	\$	12,063,000.00
Pad sites construction	\$	3,050,000.00
Total EEA Expenditures	\$	17,453,000.00

Former K Mart EEA Bond

\$	2,400,000.00
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Expenses may shift between categories without further approval.

Direct payment to tenants for tenant improvements are authorized rehabilitation expenditures.

Schedule C
Fees

Processing Fees: Reimbursement of City's and Authority's attorney's fees related to: Plan review and approval; Occupation Tax Ordinance review and approval; Contract drafting and approval; Indebtedness drafting, approval, and issuance; and Disbursement Request review and approval. The Processing Fees are payable at each issuance of Indebtedness and each approval of a Disbursement Request.

TIF Administrative Fee: \$5,000.00. The TIF Administrative Fee is payable at the issuance of the TIF Indebtedness.

EEA Administrative Fee: The EEA Administrative Fee is collected according to the Occupation Tax Ordinance.

RESOLUTION NO. ____

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

Recitals:

a. An Amended Redevelopment Plan for the Former Monument Mall, now Uptown Mall, Rehabilitation and Former K Mart Site Rehabilitation (the “Redevelopment Plan”) has been submitted to the Scottsbluff Community Redevelopment Authority (“Authority”) according to the Community Development Law, NEB. REV. STAT. § 18-2101 *et seq.* (the “Act”). The Redevelopment Plan proposes to redevelop an area of the City which the City Council has declared to be blighted and substandard and in need of redevelopment.

b. The area to be redeveloped and designated as an Enhanced Employment Area is described as: Lot 3, Block 3, Third Replat of Lots 3 and 4, Block 3, Northeast Second Addition Replat No. 2, an Addition to the City of Scottsbluff, Scotts Bluff County, Nebraska (2302 Frontage Road); Lot 2, Block 3, Northeast Second Addition Replat No. 2, an Addition to the City of Scottsbluff, Scotts Bluff County, Nebraska (2410 Frontage Road); and Lots 1 and 2, Block 1, Subdivision of Block 1, Northeast Second Addition Replat No. 1, an Addition to the City of Scottsbluff, Scotts Bluff County, Nebraska (804 and 802 East 27th Street).

c. The Redevelopment Plan has been reviewed by the Planning Commission, which found that the Redevelopment Plan conforms to the 2016 Scottsbluff Comprehensive Plan (the “Comprehensive Plan”). The Planning Commission recommended approval of the Redevelopment Plan to the Authority and City Council.

d. The Authority and the City Council have both approved and adopted the Redevelopment Plan.

e. The City Council desires to enter into a Redevelopment Contract (the “Contract”) with the Authority and Rockstep Scottsbluff LLC, a Texas Limited Liability Company (“Rockstep”), and Scottsbluff KM Redevelopment, LLC, a Delaware limited liability company (“KM”). KM and Rockstep are referred to together as the “Redeveloper.” Under the terms of the Contract, the Authority will provide tax increment financing and enhanced employment area occupation tax revenue to the Redeveloper for the implementation of the Redevelopment Plan.

Resolved:

1. The Contract between the City, Authority, and Redeveloper as presented is approved. The Mayor and City Clerk are authorized to sign the Contract on behalf of the City. The Mayor, upon consultation with the City Manager and City Attorney, may make changes and amendments to the Contract and take all actions and execute all documents that the Mayor deems in the best interest of the City in connection with the Redevelopment Plan.
2. The Mayor and Clerk are authorized and directed to execute such documents and take such further actions as are necessary to carry out the purposes and intent of this Resolution and the Redevelopment Plan.
3. This Resolution shall become effective immediately upon its adoption.

PASSED and APPROVED on April 1, 2024

Mayor

ATTEST:

City Clerk (Seal)

City of Scottsbluff, Nebraska

Monday, April 1, 2024

Regular Meeting

Item 11.a

Council to discuss and consider action on a Community Festival Permit for Beef, Beans, and Bluegrass Festival on August 24, 2024 to include vendors, noise permit and street closure of the 1500-2000 Blocks of Broadway from 8:00 a.m.to 11:00 p.m. for the Beef, Beans, and Bluegrass event.

Staff Contact: Kimberley Wright

APPLICATION COMMUNITY FESTIVAL, BUSINESS PROMOTIONAL EVENT, CARNIVAL PERMIT

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

1. Beef, Beans, and Bluegrass Festival
 (name of sponsoring organization)
1715 11th Street Gering NE 69341 308-436-2138
 (street) (city) (state) (telephone number)
Amy Westphal 308-631-1563
 (chairperson responsible for event) (day telephone number)

2. _____
 (name of co-sponsoring organization)

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

 (contact person) (day telephone number)

3. **Event Information**
Beef, Beans, and Bluegrass
 (name of event)
8/24 10-10
 (date(s) of event) (time(s) of event)
18th Street Plaza + Broadway
 (location of event)

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

Vendors, Car Show, farm equipment, bands
portions of sidewalks to be used for kids games

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

5. **Street Closure**
8AM - 11PM Broadway from 15th - 20th allow for set up + tear down
 Please note any streets to be closed and the times required for closure

6. **Flags/Banners/Signs**
banners + signs of sponsors

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

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

Community Festival/Business Promotion

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

Street Carnival

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

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

Yes ☒ No ☐

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

Dated: 3/25/24

Signed:

Beef, Beans, & Bluegrass Festival
(name of sponsoring organization)

[Signature]
(signature of authorized representative of
sponsoring organization)

(name of co-sponsoring organization)

(signature of authorized representative of
co-sponsoring organization)

City of Scottsbluff, Nebraska

Monday, April 1, 2024

Regular Meeting

Item 12.a

Council to discuss and consider action on awarding the bid for the installation of a water booster pump station to Infinity Construction in the amount of \$682,632.

Staff Contact: Mark Bohl

Agenda Statement

Item No.

For Meeting of: April 1, 2024

AGENDA TITLE: Council to consider awarding the bid for installation of a water booster pump station to Infinity Construction in the amount of \$682,632.

SUBMITTED BY DEPARTMENT/ORGANIZATION: Public Works

PRESENTATION BY: Kevin Spencer, City Manager

SUMMARY EXPLANATION: Two bids were received for the installation of a water booster pump station south of 2617 College Park Dr. One was withdrawn by the contractor due to an error. The remaining bid was from Infinity Construction. The letter of recommendation from M.C. Schaff & Associates provides greater detail about the bid being withdrawn. They recommend awarding this project to Infinity Construction.

Infinity Construction	\$682,632.00
Eric Reichert Insulation & Construction	\$387,647.29 Bid withdrawn
<i>Engineer's Estimate</i>	<i>\$646,175.00</i>

If approved, it is anticipated that the pumps won't arrive for 4 to 5 months. This puts the completion of this project into next fiscal year. For budget purposes, this will allow us to roll adequate funding into next fiscal year to complete the project.

BOARD/COMMISSION/STAFF RECOMMENDATION: Staff recommends that Council award the project to Infinity Construction in the amount of \$682,632.

Does this item require the expenditure of funds? X yes no

Are funds budgeted? X yes no

If no, comments:

Estimated Amount \$554,670

Amount Budgeted \$555,000 (refer to last pp in the summary explanation.)

Department Water

Account Description Capital – Structures

Approval of funds available _____

City Finance Director

EXHIBITS

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

Other (specify) Bid Proposal and Letter of Recommendation

NOTIFICATION LIST: Yes ☐ No ☐ Further Instructions ☐

Please list names and addresses required for notification.

APPROVAL FOR SUBMITTAL: _____

City Manager



MCS
FAMILY OF COMPANIES

Engineering Firm | Environmental Consulting Group

providing **Simply Smart Solutions**

www.MCSfamilyofcompanies.com

March 20, 2024

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

RE: College Park Booster Station Project

Dear Mayor and City Council:

Bids were received and opened at 10:00 a.m. on March 18th, 2024, at the City Office for the above referenced project. A total of two (2) bids were received; however, shortly after the bid opening we were contacted by Eric Reichert Insulation and Construction and asked to withdraw their bid due to a significant error in one of the bid prices. In accordance with the Bid Documents; later in the day they provided a letter stating the error and formally asked that their bid be withdrawn. Based upon review of this letter, it was determined there was a significant error in their bid and the bid was withdrawn. A copy of the bid tabulation sheet with the Engineer's Estimate and Infinity Construction bid is attached for your review. The bids received were as follows:

	<u>Total Bid</u>
Infinity Construction	\$682,632.00
Eric Reichert Insulation and Construction	\$387,647.29
Engineer's Estimate	\$646,175.00

The lead time for the pumps is estimated at 4-5 months. That will put the earliest that construction can begin into late August or early September. Due to this, we anticipate the project will be spanning two fiscal years.

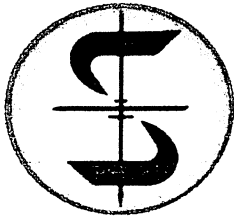
With that being said, we would recommend award of the Contract to Infinity Construction in the amount of \$682,632; given that funds are available.

Sincerely,

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

Michael Olsen, P.E.

Enc. – Detailed Bid Tab

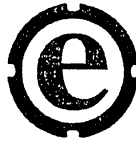


M.C. Schaff & Associates, Inc.

818 S Beltline Highway East
 Scottsbluff, Nebraska 69361
 308-635-1926 Phone 308-635-7807 Fax
 www.mcschaff.com

College Park Drive Booster Station Project City of Scottsbluff Bid Date: March 18, 2024 @ 10:00 AM Mountain Time				Infinity Construction PO Box 2453 Scottsbluff, NE 69361		Engineers Estimate	
No.	Description	Unit	Quantity	Unit Cost	Total	Unit Cost	Total
1	Mobilization	LS	1	\$ 44,657.00	\$ 44,657.00	\$ 35,000.00	\$ 35,000.00
2	Installation 8-Inch PVC Water Main						
	Open Cut Water Main	LF	500	\$ 74.00	\$ 37,000.00	\$ 50.00	\$ 25,000.00
	Horizontal Directional Drill	LF	150	\$ 74.00	\$ 11,100.00	\$ 150.00	\$ 22,500.00
3	Install 8-Inch Valve and Valve Box	EACH	1	\$ 2,800.00	\$ 2,800.00	\$ 2,800.00	\$ 2,800.00
4	Connect to Existing 8-Inch Water Main	EACH	1	\$ 2,400.00	\$ 2,400.00	\$ 700.00	\$ 700.00
5	Connect to Existing 8-inch Valve	EACH	1	\$ 2,400.00	\$ 2,400.00	\$ 700.00	\$ 700.00
6	Fittings	LBS	930	\$ 9.50	\$ 8,835.00	\$ 7.50	\$ 6,975.00
7	Embankment (Established Quantities)	CY	480	\$ 16.00	\$ 7,680.00	\$ 35.00	\$ 16,800.00
8	Booster Station Building and Equipment	EACH	1	\$554,955.00	\$ 554,955.00	\$500,000.00	\$ 500,000.00
9	Restore Landscaping/Seeding	LS	1	\$ 5,400.00	\$ 5,400.00	\$ 2,000.00	\$ 2,000.00
10	Aggregate/Curshed Concrete Surfacing around Station	SF	2670	\$ 1.50	\$ 4,005.00	\$ 10.00	\$ 26,700.00
11	Remove Tree	EACH	7	\$ 200.00	\$ 1,400.00	\$ 1,000.00	\$ 7,000.00
Total Bid - Items 1 Thru 11				\$	682,632.00	\$	646,175.00

Project Number: RM210165-00



Eric Reichert

Insulation & Construction, Inc.

1502 19TH AVE • SCOTTSBLUFF, NE 69361

PHONE: 308.633.3595 • FAX: 308.633.3594

March 18, 2024

Chief Spencer,

Due to a mistake our office made filling out the bid form for the "Booster Station Project" for the City of Scottsbluff, Ne. Eric Reichert Insulation & Construction Inc. kindly asks that our bid be withdrawn from consideration. We failed to lists the costs of the "pumps" resulting in our Bid total being several hundred thousand dollars lower than intended.

Thank you in advance for your help with this matter.

Project Coordinator

Andrew Rein



City of Scottsbluff, Nebraska

Monday, April 1, 2024

Regular Meeting

Item 13.a

Council to discuss and consider action on a funding request from Jennifer Reisig and Alena Haun representing the WNCC Foundation to assist with marketing of the 2024 Monument Marathon.

Staff Contact: Sharaya Toof



REQUEST FOR FUTURE AGENDA ITEM

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

Name: Jennifer Reisig / Alena Haun

Address: WNCC Foundation

1601 E. 27th Street

Telephone #: 308-630-6550

Date of Request: 3/11/2024

Description of Requested Topic: Community funding request
in support of the 2024 Monument Marathon. Funding
is requested to assist with marketing of the event.
Full event description and explanation attached.



**City of Scottsbluff
Community Funds Request**

Applicant Information:

WNCC Foundation
PVC Monument Marathon
1601 E 27th Street

Jennifer Reisig, WNCC Foundation Executive Director
308-630-6550
reisigj1@wncc.edu

Alena Haun, WNCC Foundation Gifts & Grants Director
308-635-6375
hauna7@wncc.edu

Funding Request: \$8,500

Intended Use of Funding: Target marketing/re-marketing through social media and Google.

Organization Information

The WNCC Foundation is a 501c3 non-profit supporting the mission of Western Nebraska Community College. The Foundation provides financial support for scholarships, programs, student emergency funding, and capital improvements.

Description of Event

The 13th annual Platte Valley Companies (PVC) Monument Marathon will be held on **September 28, 2024**, showcasing the scenic beauty of Western Nebraska from the Wildcat Hills State Recreation Area, through Mitchell Pass alongside the Oregon Trail, and around the Scotts Bluff National Monument. The Monument Marathon is a multi-distance event, with a full marathon (26.2 miles), half-marathon (13.1 miles), 5K, and a half-marathon 3-person relay. From the beginning, the goals of the Monument Marathon, have remained constant:

- Promote a healthy lifestyle
- Introduce and promote scenic Western Nebraska
- Bring outside tourism dollars into the communities of Scotts Bluff County
- Raise funds to support the students at Western Nebraska Community College

Proceeds from the Monument Marathon serve as the major annual fund raiser for the WNCC Foundation in support of student scholarships, programs, and emergency student needs at Western Nebraska Community College (WNCC). All proceeds raised by the PVC Monument Marathon stay local.

The WNCC Foundation awarded over \$344,000 in scholarships during the 2023-24 academic year and assisted with over \$12,000 in student emergency needs so far, this academic year. In addition, the

Foundation supports college programs, capital projects and student success initiatives. Since 2012, over \$550,000 has been raised by the Monument Marathon.

Local Benefits of Expanded Marketing

The 2023 marathon had 533 registered runners. Of those, 64% were new to the event and 74% live outside Scotts Bluff County. Year after year, the PVC Monument Marathon brings visitors from all over the country and from around the world. Participants registered for the 2023 Monument Marathon represented 36 different states, 212 different cities, and 5 countries.

The 2023 tourism survey, given to runners as they arrived at the Expo, showed 36% stayed in hotels. There was an 11% increase over 2022 in the number of non-local race participants that brought 1-2 people with them for a total of 44%. An additional 9% brought 3 or more. Of those, 48% stayed 1-2 nights and 9% stayed 3 or more – a 5% increase over 2022. We continue to grow our tourism impact despite having the challenge of replacing over 60% of "one-time runners" each year. Conversations with the Fairfield Inn revealed they were fully booked for both Friday and Saturday night, the weekend of the marathon, and the Hampton Inn was fully booked for Friday and over 60% booked for Saturday.

The day prior to the Monument Marathon, the Gering Civic Center hosts our pre-race expo for runner check-in. Each runner gets a bag with their T-shirt, gifts, and coupons from local businesses. The Expo has promotional vendors that include sponsors, small local businesses, and tourism attractions. The volunteers and staff of the Monument Marathon take every opportunity to promote the local attractions and businesses to event participants and those accompanying them.

Marketing Plan

Our primary target audience is US Runners. As a USATF sanctioned event, our race provides an opportunity for competitive runners to qualify for the Boston Marathon. In addition to competitive runners, we target full/half marathon runners who have set a goal to run in all 50 states. Yet, our marketing goal is for our target audience to consider the Monument Marathon as more than an individual event. We want them to view this as an opportunity to bring their family and/or friends to enjoy the immense beauty and rich history of Western Nebraska.

The event is promoted with the tag lines "Nebraska's Most Beautiful Race" and "Nebraska Like You've Never Seen It", displaying the natural landmarks, the pine-covered hills, rugged badlands, and peaceful rural landscapes through professional video and photography in both our digital and print marketing. Our updated videos display footage, captured by drone, of the scenic beauty of the valley from every angle and include the **City of Scottsbluff logo**.

Grant funding will provide us with the capacity to run continuous digital marketing throughout the 2024 campaign, keeping our event in front of our target audience. We will be able to continue to contract with third-party professionals who can better target our preferred audience, increase our digital marketing reach, as well as boost our marketing targeted specifically toward areas within a few hours to a day's drive. We want to increase our exposure and targeting in the 100 mile to 450 mile range outside Scotts Bluff County through social media, Google Targeting & Remarketing. (Please see attached map.) Grant funding will also allow our Race Crew social media specialist to boost paid posts to Facebook/Instagram at select times as well as target select markets that will benefit our event. We saw marked increases in our views, website traffic, and registrations last year during strategic social media campaigns.

In addition to social media and Google marketing, we plan to attend 3-4 live race expos in Colorado, South Dakota, and Eastern Nebraska with a combined attendance of more than 20,000 runners. We also Advertise with Nebraska Tourism through their grant program, running digital banner ads, magazine ads, and two 2-day social media blitzes on the Nebraska Tourism Facebook page. Posters and information cards are personally delivered to running stores across the Front Range, Black Hills, and in Lincoln, NE. Attached is a total marketing budget.

Local and Regional Support

The Monument Marathon is coordinated by the WNCC Foundation Staff as well as community volunteers that make up a Steering Committee overseeing the event organization. Additional volunteers serve on a Race Crew that oversees the course. The event has over 300 volunteers from community organizations, high school student groups, and WNCC students.

In addition to the Civic Center, the Five Rocks Amphitheater, Robidoux RV Park, Wildcat Hills Nature Center, Scotts Bluff National Monument, Flyover Brewery, Scotts Bluff County Roads, and City of Gering Roads all collaborate with us to make the event possible. The safety of our runners is made a priority through partnerships with Region 22 Emergency Management, Valley Ambulance, and our local city/county law enforcement agencies as well as the state, county, and local road entities. Local medical professionals volunteer their time to provide post-race recovery assistance. Other sources of support include sponsorships and in-kind donations from local businesses.

With the assistance of community funding from the City of Scottsbluff, we can continue to grow our presence and reach in the running community as well as the tourism market through increased targeted digital marketing. This premier event showcases the historical beauty of Western Nebraska, bringing not only additional runners, but their friends and families to experience all we have to offer. The Monument Marathon Steering Committee and Race Crew, along with the WNCC Foundation and College appreciate the opportunity to partner with the City of Scottsbluff as a Monument Marathon supporter. And there is nothing more rewarding than knowing we are raising funds that make a positive impact on WNCC students.

Category		2024 Grant Funds	Pending Request	Grant Funder
Media Marketing				
Star-Herald Local Print Marketing	\$ 2,000.00			
YouTube TruView and Audio Ads	\$ -			
Social Media Outside Area	\$ 3,000.00		\$3,000.00	City of Scottsbluff
Google Targeting & Remarketing	\$ 5,500.00		\$5,500.00	City of Scottsbluff
Colorado Runner Emails	\$ 2,000.00			
Local Radio Ads	\$ 2,000.00			
Local Facebook Ads	\$ -			
\$7500 decrease from 2023 budget	\$ 14,500.00			
Tourism Marketing				
NE Tourism Web Ads	\$ 2,000.00	\$1,500.00		Nebraska Tourism
2023 NE Travel Guide	\$ 5,000.00	\$3,750.00		Nebraska Tourism
NE Tourism Social Media Blitz	\$ 4,000.00	\$3,000.00		Nebraska Tourism
Western Nebraska Travel Magazine	\$ 680.00			
Expo Supplies	\$ -			
No change from 2023 budget	\$ 11,680.00			
Expo Marketing				
Colorado Marathon Lodging & Travel	\$ 600.00			
Colorado Marathon Expo Registration	\$ 550.00		\$550.00	SBAVB
Deadwood Marathon Lodging & Travel	\$ 600.00			
Deadwood Marathon Expo Registration	\$ 50.00		\$50.00	SBAVB
Lincoln Marathon Lodging & Travel	\$ 700.00			
Lincoln Marathon Expo Registration	\$ 275.00		\$275.00	SBAVB
Bolder Boulder Lodging & Travel	\$ 600.00			
Bolder Boulder Expo Registration	\$ 1,525.00		\$1,525.00	SBAVB
Casper Lodging & Travel	\$ 500.00			
Casper Expo Registration	\$ -			
No change from 2023 budget	\$ 5,400.00			
Other Marketing				
Photographers	\$ 1,600.00		\$1,600.00	SBAVB
Sheep Creek Films	\$ 1,000.00			
Website Maintenance Fee	\$ 250.00			
Save the Date Magnet & Postcards	\$ 1,000.00		\$1,000.00	SBAVB
\$5000 decrease from 2023 budget	\$ 3,850.00			
Total Marketing Budget	\$ 35,430.00			
Total City of Scottsbluff Request	\$ 8,500.00			

Media Plan - Totals

Product	Sub-Product	Quantity	Line Budget	Product Budget
Google PPC			\$5,000.00	\$5,000
Facebook & Instagram Ads			\$5,000.00	\$5,000
CTV/OTT			\$5,000.00	\$5,000
Video Pre Roll			\$1,500.00	\$1,500
	Video Production: TurnKey Video	1	\$400.00	
Audience Targeted Display			\$3,600.00	\$3,600
	Creative Service: Custom Ad Design	1	\$20.00	
Scottsbluff Local Online & Print News Audience	Up to 10 Half Page Ads to run in the Star Herald over the year, 68,570 High Impact Ads on StarHerald.com 133,333 IAB Impressions on StarHerald.com over the course of the year.		\$4,900.00	\$4,900

Annual Budget: \$25,000

Campaign Start Date: 12/15/2023

Campaign Total Budget: \$25,000

Campaign End Date: 09/01/2024

Signature: _____

In order to run some digital media campaigns, advertiser must have appropriate business accounts/page access for all tactics selected and commit to implementation of required pixels.





2024 Monument Marathon Marketing Plan Target Audience(s)

The following targeted audience attributes are created with a hybrid of AI powered* recommendations and custom selections from Ben Rogers.

Age	25 -34 45 - 54 55 - 64
Education	College Grad School No College
Gender	Men Women
Household	Children: None Children: Some Housing Status: Owned Housing Status: Rented Marital Status: Married Marital Status: Single
Income	\$50k - \$75k \$75k - \$100k \$100k - \$125k \$125k - \$150k \$150k - \$200k
Interests	Health & Fitness Buffs Running Enthusiasts Sports & Fitness
Lifestyles	Fitness Fanatics, Runners, Marathoners
In-Market	Sports & Fitness

Source: Open AI | Lee Enterprises | November 2023

*GPT-3.5 Prompt: Within Demographics, Lifestyle & Interest, In-Market and Search, please select the optimal or most effective audience targets for online advertising within the selected industry of Non-Profits. Selections were reviewed and validated by Ben Rogers, Amplified Digital, & Lee Enterprises along with our technology partners.

Links to promotional videos used in our digital advertising. Snapshot of sponsors at end of videos.

<https://vimeo.com/891643683/982ae79620?share=copy> - Monument Marathon 50 second video (music only)

<https://vimeo.com/891644294/cbe9be3d70?share=copy> – Monument Marathon 30 second video (narrated)



Creative content used for online social media ads:

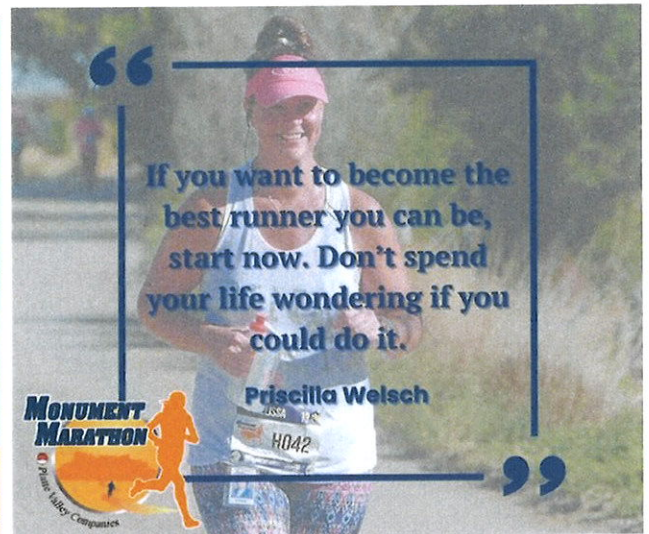
Monument Marathon
Published by Stacy Ring · February 21 at 8:20 AM · 🌐

The impact of your run extends far beyond race day! By participating in the Monument Marathon, you are directly contributing to the betterment of students at Western Nebraska Community College. The funds raised from this event are dedicated to providing scholarships and financial assistance to those students who are in need.

We are immensely grateful for your continuous support throughout the years, as it has made a significant difference in the lives of many. As we eagerly anticipate the upcoming Monument Marathon on September 28, we want to express our sincere appreciation for your unwavering dedication to our cause each year. We look forward to seeing you soon for yet another unforgettable event!

9.28.24 monumentmarathon.com
#monumentmarathon #run #runnebraska #marathon #halfmarathon #halfmarathonrelay #running #runner #run50states #bostonqualifier #usaf #goals #2024goals





Sample Digital Ads (not actual size):



2024 Monument Marathon Marketing Plan Geography

Campaign Geographic Area:



City of Scottsbluff, Nebraska

Monday, April 1, 2024

Regular Meeting

Item 13.b

Council to discuss and consider action on a funding request from Aaron Raines representing the Scotts Bluff/Gering Sports Council to assist with lodging expenses of USA Cycling Staff during the 2024 USA Cycling Gravel National Championships.

Staff Contact: Sharaya Toof



REQUEST FOR FUTURE AGENDA ITEM

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

Name: Aaron Raines – Scotts Bluff / Gering Sports Council

Address: 1935 R St. Gering, NE 69341

Telephone #: 308-672-3346

Date of Request: 3/26/2024

Description of Requested Topic: The Scotts Bluff / Gering Sports Council is requesting funding in the amount of \$15,000 from the Community Programming Fund. The funds will be used specifically for lodging of USA Cycling Staff during the 2024 USA Cycling Gravel National Championships. Staff will be lodging in Scottsbluff during the event.



GRAVEL

NATIONAL CHAMPIONSHIPS

SEPTEMBER 8, 2024

GERING, NE

Scott's Bluff / Gering
SPORTS COUNCIL

Scottsbluff City Council
April 1, 2024

The 2024 USA Cycling Gravel National Championships are organized locally by the Scotts Bluff / Gering Sports Council.



The Scotts Bluff / Gering Sports Council is a 501(c)(3) non-profit with the aim of attracting sporting events of all types which positively impact the local economy, tourism efforts, and community image, promote inclusion of athletes of all ages and abilities, and encourage expansion of both natural and manufactured sporting infrastructure.

Members:

Karla Niedan-Streeks - Visit Gering | Brenda Leisy - Scotts Bluff Area Visitors Bureau | Amy Seiler - City of Gering | Sharaya Toof - City of Scottsbluff | Aaron Raines - Specialized Bicycles

2023 Economic Impact

- 3.5 visitors per rider - ~1,900 attendees
- 2.5 nights per visitor
- \$191 per day per visitor
- \$900,000 of local impact





2024 Highlights

- 1,000+ riders plus spectators
- 3 days of expo and activations
- 15k web visitors | 20M media impressions
- Friday evening hill climb @ SCB NTL MNMT
- Friday night kick off party
- Saturday pancake feed, pre-rides, and kid's race
- Sunday race day and 5k fun run
- Sunday awards @ 1 & 5

Scotts Bluff / Gering Sports
Council is seeking \$15,000
from the Community
Programming Fund to be
used specifically to house
USA Cycling Staff in
Scottsbluff during the 2024
event, September 5-8.





Thank you!

1st INAUGURAL
2023 USA CYCLING
Gravel National
Championships
Gering, NEBRASKA

The BIGFOOT's
Welcome!!
RACER's

City of Scottsbluff, Nebraska

Monday, April 1, 2024

Regular Meeting

Item 13.c

Council to discuss and consider action on the Non-Exclusive License and Management Agreement for Use of Municipal Property for Softball League between the City and Christopher R. Guzman and authorize the Mayor to sign the Agreement.

Staff Contact: Matthew Carpenter

Non-Exclusive License and Management Agreement for Use of Municipal Property for Softball League

This Non-Exclusive License and Management Agreement (the “License”), dated for reference purposes only as of the ____ day of March, 2024, is entered into by and between the City of Scottsbluff, Nebraska, a Municipal Corporation (“Licensor”) and Christopher R. Guzman (“Licensee”).

RECITALS

- A. Licensor owns the real estate known as Lacy Park.
- B. The Premises includes several softball playing fields, a concession stand and associated improvements and structures (the “Premises”).
- C. Licensee is interested in managing a community softball league, to include several adult teams.
- D. Licensee desires to utilize the Premises for an adult softball league (the “softball league”) and is willing to enter into this License in order to manage the softball league on the Premises in accordance with the License.
- E. Licensor desires to enter into this non-exclusive License whereby Licensee shall license and use the Premises for a softball league subject to the following terms.

NOW THEREFORE, Licensor and Licensee agree as follows:

1. Licensed Premises. Licensor desires to license to Licensee the Premises. Such area includes the ball field(s) and the improvements associated with the ball field(s), including, but not limited to, the bleachers, stands, restroom facilities and concession stand. Licensor licenses the Premises to Licensee, and Licensee licenses the Premises from Licensor, for the License Term, and Licensee agrees to pay the license fee, and to perform all of Licensee’s obligations described herein. The parties agree that Licensee shall have the non-exclusive right to use the Premises and such other portions of the Premises as is necessary for Licensee to access and use the Premises for a softball league. Licensee understands the license is not exclusive. Licensor will attempt to give him priority for use of the Premises, however, Lacy Park as well as the Premises will remain open to other leagues organized by the public and approved by the Licensor. Lacy Park shelters and fields may be used by the public when not needed for softball league games and tournaments. The Licensor may grant other licenses to use the Premises for activities and Licensee agrees to cooperate with Licensor to schedule activities on the Licensed Premises for shared use.

2. Management. The parties acknowledge and agree that Licensee shall be solely responsible for the operation and management of the softball league during the License Term. Licensee recognizes the Premises maybe utilized for other organized activities licensed by Licensor. Licensee shall be responsible for operating and managing the Premises in accordance with all applicable rules and regulations of any governmental entity with jurisdiction over the Premises, including health and safety regulations as well as all resolutions and ordinances of Licensor (the “Rules”), including the ban on possession and consumption of alcohol. Licensee represents and covenants to Licensor that Licensee is familiar with the Rules and that Licensee shall operate and manage the Premises in accordance with the Rules. Licensee shall ensure that all coaches or appropriate personnel utilizing the Premises shall conduct themselves and their teams in accordance with the Rules. Licensee agrees to provide training and education as appropriate to all team managers to ensure that the Rules are followed.

3. Term. The License shall be for a term of five (5) months commencing effective as of May 1, 2024. Either party shall have the right to terminate this License by providing the other party with no less than thirty (30) days prior written notice. Such notice shall specify the date that the License shall terminate. Notwithstanding the foregoing or any other provision herein, the parties acknowledge and agree that Licensor retains the right, at any time, to terminate this License by written notice to Licensee if such termination is required under the applicable Rules or any amendment, replacement, or supplement thereto, or in the event Licensor determines, in Licensor’s discretion, that Licensee has failed to manage and operate the softball league in accordance with the Rules. Any such termination shall not relieve the Licensee of the obligations of Licensee hereunder that have occurred or accrued hereunder prior to the termination.

4. License Fee. The parties agree the License Fee for the term of this License shall be \$2,000.00, payable on or before June 4, 2024.

5. Acceptance of Premises. By using the Premises for the softball league, Licensee accepts the Premises in its current condition. Licensee further agrees that Licensor has not provided Licensee with any warranty or representation as to the condition of the Premises and that Licensee has investigated the Premises and has determined to Licensee’s satisfaction that the Premises is satisfactory for Licensee’s softball league. Licensee shall secure Licensor’s permission prior to making any improvements or alterations of any nature to the Premises. Licensor reserves the right to withhold its consent in Licensor’s sole discretion.

6. Quiet Enjoyment. Upon Licensee observing and performing all of the terms, covenants and conditions to be observed and performed by Licensee hereunder, Licensee shall have the non-exclusive right to use the Premises for the softball league, subject to all of the provisions of this License.

7. Maintenance. a. Licensee shall, during the term of this License, and at his sole expense, keep the Premises in good order and repair, reasonable wear and tear excepted. Licensee shall be responsible to maintain the Premises in accordance with the Rules so that the Premises may be utilized for the purposes set forth in this License. Such obligation shall include, but not be limited to, cleaning restroom facilities while players and fans are present and after softball league use so they are left as they were found. Licensee shall also ensure that the concession stand, if any, is only allowed open if all requirements set forth in the Rules are followed. Licensee shall ensure that the stands or bleachers or other facilities are only utilized in accordance with the applicable Rules and that any spectators are those permitted to be in attendance at the Premises in accordance with the Rules. Licensor shall be responsible for any mowing, irrigation, or application of fertilizer or weed control on the Premises in accordance with past practices of Licensor and as set forth below.

b. Licensor shall prepare four (4) fields on the Premises, two (2) times per week which is approximately thirty-six (36) times throughout the term. Licensor will mark the batter's box and foul lines to the outfield fence for scheduled games. Licensor will also fill, pack, rake and drag the infields prior to chalking to insure all low spots are filled in around the batter's box, area surrounding the bases and any other areas that do not represent a level playing surface. The Licensor will maintain proper moisture levels to minimize dust and erosion of the playing surface and to expedite the packing of the soil as desired, secure bases in a level position, and make a reasonable attempt to prepare the Premises during wet and rainy conditions. The decision on whether or not to play softball on the fields will be made by the Licensee and shall take place on the day of the scheduled game, but only after consultation with the Licensor. The Licensor will begin preparing the Premises at approximately 7:00 a.m. on the day of scheduled games and will not be responsible for poor field conditions caused by others after the completion of the preparation of the Premises for that day. Licensor will provide the materials for the operation and maintenance of the fields. However, the Licensee must keep the restrooms and concession stand clean, neat and orderly and only operated according to the Rules, if they are allowed to be operated. Licensee agrees to promptly notify Licensor of any maintenance or repair that is the responsibility of Licensor hereunder. Provided, however, Licensee shall be responsible for any of the same if they are caused by Licensee's misuse or damage to the Premises. If Licensee has a tournament, he must notify Licensee in advance so other activities may be scheduled, and Licensee must provide his own materials and machines to pull the drag mat, but may use the Licensor's chalk applicator, batter box template and mat drag and arrange to have the septic system pumped out.

8. Insurance. During the License Term, Licensee shall, at his own cost and expense, procure and continue in force such insurance policies as are required by Licensor. Such insurance shall, at a minimum include commercial general liability insurance with a combined policy limit of at least \$1,000,000. Licensor shall be named as an additional named insured on all such policies of insurance. Each

original policy or a certified copy thereof, or a satisfactory certificate of the insurer evidencing insurance carried with proof of payment of the premium, shall be deposited with Licensors prior to the commencement date of the term hereof.

9. Licensee's Indemnification. Licensee agrees to indemnify and hold Licensors harmless from and against any and all claims, damages, or causes of action and all liability, cost or expense specifically including court costs and all reasonable attorney fees to the extent the same arise out of or in any way connected with Licensee's or Licensee's agents' use of the Premises during the term hereof, whether the same are raised during the term hereof or after.

10. Assignment. Licensee shall not assign, sub-license, or otherwise transfer, by operation of law or otherwise, this License or any interest herein without the prior written consent of Licensors, which consent may be withheld in Licensors' sole discretion.

11. No Re-license. Licensors' consent to any assignment, encumbrance, sub-license, occupation, or other transfer shall not release Licensee from any of Licensee's obligations hereunder or be deemed to be a consent to any subsequent assignment, sub-license, or occupation unless Licensors agrees in writing. The collection or acceptance of rent or other payment by Licensors from any person other than Licensee shall not be deemed the acceptance of any assignee or sub-licensee as the Licensee hereunder or a release of Licensee from any obligation under this License.

12. Default. A Default shall occur upon the failure by Licensee to observe or perform any of the provisions of this License if such failure continues for a period of ten (10) days, or such other period if this License specifically provides a different period for a particular failure, after written notice by Licensors to Licensee of such failure. However, with respect to any failure which cannot reasonably be cured within ten (10) days, a Default shall not be considered to have occurred if Licensee commences to cure such failure within such ten (10) day period and continues to proceed diligently with the cure of such failure.

13. Remedies. On the occurrence of a Default, Licensors may at any time thereafter, with or without notice or demand and without limiting Licensors in the exercise of a right or remedy which Licensors may have by reason of such default or breach, exercise any rights or remedies Licensors may have at law or in equity, including, but not limited to, one or more of the following:

- A. declare the License at an end and terminated;
- B. sue for the rent due and to become due under the License;
- C. sue for any damages sustained by Licensors;
- D. cure any breaches of Licensee's obligations to pay utilities, provide insurance, or properly maintain the Premises.

14. Non-Exclusive Remedies. The remedies of Licensor set forth in Section 13 shall not be exclusive, but shall be cumulative and in addition to all rights and remedies now or hereafter provided or allowed by law or equity, including, but not limited to, the right of Licensor to seek and obtain an injunction and the right of Licensor to damages in addition to those specified herein.

15. Default by Licensor. Licensor shall not be liable to Licensee if Licensor is unable to fulfill any of its obligations under this License, if Licensor is prevented, delayed, or curtailed from so doing by reason of any cause beyond Licensor's reasonable control. Licensor shall not be in default unless Licensor fails to perform obligations required of Licensor within a reasonable time, but in no event later than thirty (30) days after written notice by Licensee to Licensor, specifying Licensor's failure to perform such obligation; provided, however, that if the nature of Licensor's obligation is such that more than thirty (30) days are required for performance, then Licensor shall not be in default if Licensor commences performance within such thirty (30) day period and thereafter diligently prosecutes its efforts to satisfy such obligation.

16. Entry by Licensor. Licensor and its agents and employees shall have the right to enter the Premises at all reasonable times and during normal business hours, to examine the same, to make such maintenance and repairs of the Premises and such maintenance, repairs, alterations, decorations, additions, and improvements to other portions of the Premises as Licensor requires.

17. Notices. Any notices required or permitted to be given under this License shall be in writing and may be delivered personally or by certified mail to the other party at the address set forth below. Any notice given by mail shall be deemed received two (2) business days following the date such notice is mailed as provided in this Section. Any notice given by electronic mail or personally delivered shall be effective upon receipt. Either party may change its address for purposes of this Section by giving the other party written notice of the new address in the manner set forth above.

a. Licensor's Address: 2525 Circle Drive
Scottsbluff, NE 69361

b. Licensee's Address: 180397 Experiment Farm Road
Mitchell, NE 69357

18. Applicable Laws. This License shall be governed by and construed in accordance with the laws of the State of Nebraska.

19. Modification. This License contains all of the terms and conditions agreed upon by the Licensor and Licensee with respect to the Premises. All prior negotiations, correspondence, and agreements are superseded by this License and

any other contemporaneous documents. This License may not be modified or changed except by written instrument signed by Licensor and Licensee.

20. Relationship of Parties. Neither the method of computation of the License Fee nor any other provisions contained in this License nor any acts of the parties shall be deemed or construed by the parties or by any third person to create the relationship of principal and agent or of partnership or of joint venture or of any association between Licensor and Licensee, other than the relationship of Licensor and Licensee.

21. Waiver. The acceptance of the License Fee or other payments by Licensor, or the endorsement or statement on any check or any letter accompanying any check for the license fee or other payment shall not be deemed an accord or satisfaction or a waiver of any obligation of Licensee regardless of whether Licensor had knowledge of any breach of such obligation. Failure to insist on compliance with any of the terms, covenants, or conditions hereof shall not be deemed a waiver of such terms, covenants, or conditions, nor shall any waiver or relinquishment of any right or power hereunder, at any one time or more times, be deemed a waiver or relinquishment of such rights and powers at any other time or times or under any other circumstance(s).

22. Partial Invalidity. If any term or provision of this License or the application thereof to any person or circumstances shall to any extent be invalid or unenforceable, the remainder of this License or the application of such term or provision to persons or circumstances other than those as to which it is held invalid or unenforceable shall not be affected thereby, and each term and provision of this License shall be valid and enforced to the fullest extent permitted by law.

23. Interpretations. Any uncertainty or ambiguity existing herein shall not be interpreted against either party because such party prepared any portion of this License but shall be interpreted according to the application of rules of interpretation of contracts generally.

24. Memorandum of License. Licensee shall not be permitted to file a memorandum of the License or other documents in the real estate records of the County including the Premises.

25. Binding Effect. This License shall be binding upon and shall inure to the benefit of Licensor, Licensee, and their respective successors and assignees.

26. Counterparts. This License may be executed in one or more counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument.

[Signature Page Will Follow]

[Signature Page of License]

“LICENSEE”

Christopher R. Guzman

“LICENSOR”

City of Scottsbluff, Nebraska,
A Municipal Corporation,

By: Jeanne McKerrigan, Mayor

City of Scottsbluff, Nebraska

Monday, April 1, 2024

Regular Meeting

Item 13.d

Council to discuss and consider action on the Railroad Quiet Zone Update and authorize the Mayor to sign CEO Statement for Quiet Zone Affirmation.

Staff Contact: Mark Bohl

Agenda Statement

Item No.

For Meeting of: ___April 1, 2024

AGENDA TITLE: Approve Railroad Quiet Zone Update and authorize the Mayor to sign CEO statement for Quiet Zone Affirmation.

SUBMITTED BY DEPARTMENT/ORGANIZATION: Public Works/Transportation

PRESENTATION BY: Mark Bohl, Director of Public Works

SUMMARY EXPLANATION: The City of Scottsbluff is affirming that the Quiet Zone is conforming to the requirements of the Final Rule, i.e. all railroad crossings have raised medians, gates and the correct signage at every crossing within the Quiet Zone. Grade Crossing Inventory forms for each crossing are also attached.

BOARD/COMMISSION/STAFF RECOMMENDATION: Staff recommends that Council authorize the Mayor to sign Statement of Quiet Zone Affirmation.

Does this item require the expenditure of funds? yes Xno
Are funds budgeted? yes no

If no, comments: _____
Estimated Amount _____
Amount Budgeted _____
Department _____
Account Description _____

EXHIBITS

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

Other (specify) X Mayor Quiet Zone Affirmation, Inventory Sheets and 5 Year Affirmation.

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

APPROVAL FOR SUBMITTAL: _____
City Manager



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

April 1, 2024

**Name: 5-Year Quiet Zone Affirmation
Scottsbluff Quiet Zone**

The City of Scottsbluff, Nebraska is hereby affirming that the Scottsbluff Quiet Zone continues to conform to the requirements of the *Final Rule*. Routine locomotive horn use at the crossings mentioned below ceased on April 24, 2014. The last affirmation was sent in on April 17, 2019. The Scottsbluff Quiet Zone imposed a 24-hour restriction on routine sounding of locomotive horns within its respective area. It was created pursuant to 49 CFR Sec. 222.39 (a) (1) by implementing Medians with Gates as Supplementary Safety Measures (SSM's) at every public highway-rail grade crossing within the quiet zone.

Following is a list of the public at-grade crossings within the Scottsbluff Quiet Zone in Scotts Bluff County, Nebraska and Supplementary Safety Measures in place.

US DOT Inventory Number	Street or Highway	Railroad Milepost	SSM Type
089151N	Ninth Avenue	030.06	Gates with Medians
089152V	Fifth Avenue	030.34	Gates with Medians
089153C	Broadway	030.81	Gates with Medians
089154J	Avenue B	031.02	Gates with Medians
089156X	W. Twentieth Street	031.47	Gates with Medians
089157E	Avenue I	031.71	Gates with Medians

Each approach to the at-grade crossings is also signed with the required "No Train Horn" (W-10-9P) sign below the Highway-Rail Grade Crossing Advance-Warning Symbol Signs (W10-1), in compliance with the Manual on Uniform Traffic Control Devices (MUTCD).

Up-to-date Grade Crossing Inventory forms for the crossings are also provided that reflect the current conditions to the best of our knowledge in this quiet zone. We trust that the Nebraska Department of Transportation and the BNSF Railway will need to check and update their appropriate background data on the inventory forms. Also included is a signed statement by the Mayor for the City of Scottsbluff certifying that the information submitted is accurate and complete to their best knowledge and beliefs.

The designated contact person for monitoring compliance for the Scottsbluff Quiet Zone and preferred method of contact for this existing quiet zone is:

Mark Bohl
Scottsbluff Public Works Director
2525 Circle Drive
Scottsbluff, NE 69361



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

Chief Executive Office Statement – City of Scottsbluff, Nebraska

STATEMENT BY THE MAYOR OF SCOTTSBLUFF, NEBRASKA REGARDING THE NOTICE OF THE SCOTTSBLUFF QUIET ZONE AFFIRMATION

I, Jeanne McKerrigan, am the Mayor of Scottsbluff, Nebraska and my duties include the overall management for the City and its operations. In my capacity as Mayor, I hereby certify that the information submitted by Scottsbluff, as part of the Notice of Quiet Zone Affirmation in continuing the **Scottsbluff Quiet Zone**, is accurate and complete to the best of my knowledge and belief.

Date

Jeanne McKerrigan
Mayor

5-YEAR QUIET ZONE AFFIRMATION

SCOTTSBLUFF QUIET ZONE

City of Scottsbluff, Scotts Bluff County, Nebraska

Notice of Affirmation is hereby given by the City of Scottsbluff, Nebraska to:

Associate Administrator for Railroad Safety
Office of Railroad Safety
Federal Railroad Administration
1200 New Jersey Avenue, SE
Mail Stop 25
Washington, DC 20590

Mr. Howard Gillespie
Manager for Grade Crossing Safety &
Trespass Prevention
Federal Railroad Administration
901 Locust Street, Suite 464
Kansas City, MO 64106

Ms. Kara Brockamp
BNSF Railway
Manager of Public Projects – KS, NE, MO
BNSF Railway Co.
4515 Kansas Avenue
Kansas City, KS 66106

Mr. Todd Palmer
Railroad Liaison Engineer
Nebraska Dept of Transportation
PO Box 94759
Lincoln, NE 68509

Donald J. Dye
M.C. Schaff & Associates
818 S. Beltline Hwy E
Scottsbluff, NE 69361

U. S. DOT CROSSING INVENTORY FORM

DEPARTMENT OF TRANSPORTATION
FEDERAL RAILROAD ADMINISTRATION

OMB No. 2130-0017

Instructions for the initial reporting of the following types of new or previously unreported crossings: For public highway-rail grade crossings, complete the entire inventory Form. For private highway-rail grade crossings, complete the Header, Parts I and II, and the Submission Information section. For Private pathway grade crossings, complete the Header, pedestrian station grade crossings, complete the Header, Parts I and II, and the Submission Information section. For grade-separated highway-rail or pathway crossings (including pedestrian station crossings), complete the Header, Part I, and the Submission Information section. For changes to existing data, complete the Header, Part I Items 1-3, and the Submission Information section, in addition to the updated data fields. Note: For private crossings only, Part I Item 20 and Part III Item 2.K. are required unless otherwise noted. An asterisk * denotes an optional field.

A. Revision Date (MM/DD/YYYY) 12/14/2023 <u>4/1/2024</u>	B. Reporting Agency ☒ Railroad ☐ Transit ☐ State ☐ Other	C. Reason for Update (Select only one) ☐ Change in Data ☐ New Crossing ☐ Closed ☐ Re-Open ☒ Date Change Only ☐ No Train Traffic ☒ Quiet Zone Update ☐ Admin. Correction ☐ Change in Primary Operating RR	D. DOT Crossing Inventory Number 089151N
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Part I: Location and Classification Information

1. Primary Operating Railroad BNSF Railway Company [BNSF]		2. State NEBRASKA		3. County SCOTTS BLUFF	
4. City / Municipality ☒ In <u>SCOTTSBLUFF</u> ☐ Near		5. Street/Road Name & Block Number 9TH AVE (Street/Road Name) * (Block Number)		6. Highway Type & No. RANGELN	
7. Do Other Railroads Operate a Separate Track at Crossing? ☐ Yes ☒ No If Yes, Specify RR		8. Do Other Railroads Operate Over Your Track at Crossing? ☐ Yes ☒ No If Yes, Specify RR			
9. Railroad Division or Region ☐ None <u>POWDER RIVER</u>		10. Railroad Subdivision or District ☐ None <u>VALLEY</u>		11. Branch or Line Name ☐ None <u>NPORT-E GURNSEY</u>	
12. RR Milepost <u>0030.056</u> (prefix) (nnnn.nnn) (suffix)		13. Line Segment * <u>5</u>			
14. Nearest RR Timetable Station * <u>SCOTTSBLUFF</u>		15. Parent RR (if applicable) ☒ N/A		16. Crossing Owner (if applicable) ☐ N/A <u>BNSF</u>	
17. Crossing Type ☒ Public ☐ Private	18. Crossing Purpose ☒ Highway ☐ Pathway, Ped. ☐ Station, Ped.	19. Crossing Position ☒ At Grade ☐ RR Under ☐ RR Over	20. Public Access (if Private Crossing) ☐ Yes ☐ No	21. Type of Train ☒ Freight ☐ Intercity Passenger ☐ Commuter ☐ Transit ☐ Shared Use Transit ☐ Tourist/Other	22. Average Passenger Train Count Per Day ☐ Less Than One Per Day ☐ Number Per Day <u>0</u>
23. Type of Land Use ☐ Open Space ☐ Farm ☒ Residential ☐ Commercial ☐ Industrial ☐ Institutional ☐ Recreational ☐ RR Yard					
24. Is there an Adjacent Crossing with a Separate Number? ☐ Yes ☒ No If Yes, Provide Crossing Number		25. Quiet Zone (FRA provided) ☐ No ☒ 24 Hr ☐ Partial ☐ Chicago Excused Date Established			
26. HSR Corridor ID ☒ N/A		27. Latitude in decimal degrees (WGS84 std: nn.nnnnnnn) <u>41.8534800</u>		28. Longitude in decimal degrees (WGS84 std: -nnn.nnnnnnn) <u>-103.651000</u>	
29. Lat/Long Source ☒ Actual ☐ Estimated					
30.A. Railroad Use *		31.A. State Use *			
30.B. Railroad Use *		31.B. State Use *			
30.C. Railroad Use *		31.C. State Use *			
30.D. Railroad Use *		31.D. State Use * <u>NOE 6/4/2013</u>			
32.A. Narrative (Railroad Use) * (1.27 1.28 1.29) Value Provided by Railroad, Not Y		32.B. Narrative (State Use) *			
33. Emergency Notification Telephone No. (posted) <u>800-832-5452</u>		34. Railroad Contact (Telephone No.) <u>817-352-1549</u>		35. State Contact (Telephone No.) <u>402-479-4515</u>	

Part II: Railroad Information

1. Estimated Number of Daily Train Movements				
1.A. Total Day Thru Trains (6 AM to 6 PM) <u>14</u>	1.B. Total Night Thru Trains (6 PM to 6 AM) <u>14</u>	1.C. Total Switching Trains <u>0</u>	1.D. Total Transit Trains <u>0</u>	1.E. Check if Less Than One Movement Per Day How many trains per week? ☐
2. Year of Train Count Data (YYYY) <u>2019</u>		3. Speed of Train at Crossing 3.A. Maximum Timetable Speed (mph) <u>50</u> 3.B. Typical Speed Range Over Crossing (mph) From <u>1</u> to <u>50</u>		
4. Type and Count of Tracks Main <u>1</u> Siding <u>0</u> Yard <u>2</u> Transit <u>0</u> Industry <u>0</u>				
5. Train Detection (Main Track only) ☒ Constant Warning Time ☐ Motion Detection ☐ AFO ☐ PTC ☐ DC ☐ Other ☐ None				
6. Is Track Signaled? ☒ Yes ☐ No		7.A. Event Recorder ☐ Yes ☐ No		7.B. Remote Health Monitoring ☐ Yes ☐ No

U. S. DOT CROSSING INVENTORY FORM

A. Revision Date (MM/DD/YYYY) <u>12/14/2023</u> <u>04/01/2024</u>		PAGE 2		D. Crossing Inventory Number (7 char.) <u>089151N</u>	
Part III: Highway or Pathway Traffic Control Device Information					
1. Are there Signs or Signals? ☒ Yes ☐ No		2. Types of Passive Traffic Control Devices associated with the Crossing			
2.A. Crossbuck Assemblies (count) <u>2</u> <u>0</u>		2.B. STOP Signs (R1-1) (count) <u>0</u>		2.C. YIELD Signs (R1-2) (count) _____	
				2.D. Advance Warning Signs (Check all that apply; include count) ☒ None	
				☒ W10-1 <u>2</u> ☐ W10-3 _____ ☐ W10-11 _____	
				☐ W10-2 _____ ☐ W10-4 _____ ☐ W10-12 _____	
2.E. Low Ground Clearance Sign (W10-5) ☐ Yes (count _____) ☒ No		2.F. Pavement Markings ☒ Stop Lines ☐ Dynamic Envelope ☒ RR Xing Symbols ☐ None		2.G. Channelization Devices/Medians ☒ All Approaches ☐ Median ☐ One Approach ☐ None	
				2.H. EXEMPT Sign (R15-3) ☐ Yes ☒ No	
2.J. Other MUTCD Signs Specify Type <u>W10-9P</u> Count <u>2</u> Specify Type <u>R15-2P (3)</u> Count <u>2</u> Specify Type _____ Count _____		2.K. Private Crossing Signs (if private) ☐ Yes ☐ No		2.L. LED Enhanced Signs (List types)	
3. Types of Train Activated Warning Devices at the Grade Crossing (specify count of each device for all that apply)					
3.A. Gate Arms (count) <u>2</u> Roadway <u>2</u> Pedestrian _____		3.B. Gate Configuration ☒ 2 Quad ☐ Full (Barrier) ☐ 3 Quad Resistance ☐ 4 Quad ☐ Median Gates		3.C. Cantilevered (or Bridged) Flashing Light Structures (count) Over Traffic Lane <u>0</u> ☐ Incandescent Not Over Traffic Lane <u>0</u> ☐ LED	
				3.D. Mast Mounted Flashing Lights (count of masts) <u>2</u> ☐ Incandescent ☐ LED ☐ Back Lights Included ☐ Side Lights Included	
3.F. Installation Date of Current Active Warning Devices: (MM/YYYY) _____/_____/_____ ☐ Not Required		3.G. Wayside Horn ☐ Yes Installed on (MM/YYYY) _____/_____/_____ ☒ No		3.H. Highway Traffic Signals Controlling Crossing ☐ Yes ☒ No	
3.I. Bells (count) <u>2</u>		3.J. Non-Train Active Warning ☐ Flagging/Flagman ☐ Manually Operated Signals ☐ Watchman ☐ Floodlighting ☒ None			
4.A. Does nearby Hwy Intersection have Traffic Signals? ☐ Yes ☒ No		4.B. Hwy Traffic Signal Interconnection ☒ Not Interconnected ☐ For Traffic Signals ☐ For Warning Signs		4.C. Hwy Traffic Signal Preemption ☐ Simultaneous ☐ Advance	
				5. Highway Traffic Pre-Signals ☐ Yes ☐ No Storage Distance * _____ Stop Line Distance * _____	
				6. Highway Monitoring Devices (Check all that apply) ☐ Yes - Photo/Video Recording ☐ Yes - Vehicle Presence Detection ☐ None	
Part IV: Physical Characteristics					
1. Traffic Lanes Crossing Railroad ☐ One-way Traffic Number of Lanes <u>2</u> ☒ Two-way Traffic ☐ Divided Traffic		2. Is Roadway/Pathway Paved? ☒ Yes ☐ No		3. Does Track Run Down a Street? ☐ Yes ☒ No	
5. Crossing Surface (on Main Track, multiple types allowed) ☒ 1 Timber ☐ 2 Asphalt ☐ 3 Asphalt and Timber ☒ 4 Concrete ☐ 5 Concrete and Rubber ☐ 6 Rubber ☐ 7 Metal ☐ 8 Unconsolidated ☐ 9 Composite ☐ 10 Other (specify) _____		Installation Date * (MM/YYYY) _____/_____/_____ Width * <u>35</u> Length * <u>48</u>		4. Is Crossing Illuminated? (Street lights within approx. 50 feet from nearest rail) ☒ Yes ☐ No	
6. Intersecting Roadway within 500 feet? ☒ Yes ☒ No If Yes, Approximate Distance (feet) <u>125</u>		7. Smallest Crossing Angle ☐ 0° - 29° ☐ 30° - 59° ☒ 60° - 90°		8. Is Commercial Power Available? * ☒ Yes ☐ No	
Part V: Public Highway Information					
1. Highway System ☐ (01) Interstate Highway System ☐ (02) Other Nat Hwy System (NHS) ☐ (03) Federal AID, Not NHS ☒ (08) Non-Federal Aid		2. Functional Classification of Road at Crossing ☐ (0) Rural ☒ (1) Urban ☐ (1) Interstate ☒ (5) Major Collector ☐ (2) Other Freeways and Expressways ☐ (3) Other Principal Arterial ☐ (6) Minor Collector ☐ (4) Minor Arterial ☐ (7) Local		3. Is Crossing on State Highway System? ☐ Yes ☒ No	
				4. Highway Speed Limit <u>30</u> MPH ☒ Posted ☐ Statutory	
				5. Linear Referencing System (LRS Route ID) *	
				6. LRS Milepost *	
7. Annual Average Daily Traffic (AADT) Year <u>2021</u> AADT <u>1800</u>		8. Estimated Percent Trucks <u>03</u> %		9. Regularly Used by School Buses? ☐ Yes ☒ No Average Number per Day _____	
				10. Emergency Services Route ☐ Yes ☐ No	
Submission Information - This information is used for administrative purposes and is not available on the public website.					
Submitted by <u>Maurice Bohl</u> Organization <u>CITY OF SCOTTS BLUFF</u> Phone <u>308-630-6256</u> Date <u>4-1-24</u>					
Public reporting burden for this information collection is estimated to average 30 minutes per response, including the time for reviewing instructions, searching existing data sources, gathering and maintaining the data needed and completing and reviewing the collection of information. According to the Paperwork Reduction Act of 1995, a federal agency may not conduct or sponsor, and a person is not required to, nor shall a person be subject to a penalty for failure to comply with, a collection of information unless it displays a currently valid OMB control number. The valid OMB control number for information collection is 2130-0017. Send comments regarding this burden estimate or any other aspect of this collection, including for reducing this burden to: Information Collection Officer, Federal Railroad Administration, 1200 New Jersey Ave. SE, MS-25 Washington, DC 20590.					

U. S. DOT CROSSING INVENTORY FORM

DEPARTMENT OF TRANSPORTATION
FEDERAL RAILROAD ADMINISTRATION

OMB No. 2130-0017

Instructions for the initial reporting of the following types of new or previously unreported crossings: For public highway-rail grade crossings, complete the entire inventory Form. For private highway-rail grade crossings, complete the Header, Parts I and II, and the Submission Information section. For public pathway grade crossings (including pedestrian station grade crossings), complete the Header, Parts I and II, and the Submission Information section. For Private pathway grade crossings, complete the Header, Part I, and the Submission Information section. For grade-separated highway-rail or pathway crossings (including pedestrian station crossings), complete the Header, Part I, and the Submission Information section. For changes to existing data, complete the Header, Part I Items 1-3, and the Submission Information section, in addition to the updated data fields. Note: For private crossings only, Part I Item 20 and Part III Item 2.K. are required unless otherwise noted. An asterisk * denotes an optional field.

A. Revision Date (MM/DD/YYYY) 12/14/2023 04/01/2024	B. Reporting Agency ☒ Railroad ☐ Transit ☐ State ☒ Other	C. Reason for Update (Select only one) ☐ Change in Data ☐ New Crossing ☐ Closed ☐ Re-Open ☒ Date Change Only ☐ Change in Primary Operating RR ☐ No Train Traffic ☒ Quiet Zone Update ☐ Admin. Correction	D. DOT Crossing Inventory Number 089152V
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Part I: Location and Classification Information

1. Primary Operating Railroad BNSF Railway Company [BNSF]		2. State NEBRASKA		3. County SCOTTS BLUFF	
4. City / Municipality ☒ In ☐ Near SCOTTSBLUFF		5. Street/Road Name & Block Number 5TH AVE (Street/Road Name) * (Block Number)		6. Highway Type & No. 5713	
7. Do Other Railroads Operate a Separate Track at Crossing? ☐ Yes ☒ No If Yes, Specify RR			8. Do Other Railroads Operate Over Your Track at Crossing? ☐ Yes ☒ No If Yes, Specify RR		
9. Railroad Division or Region ☐ None POWDER RIVER		10. Railroad Subdivision or District ☐ None VALLEY		11. Branch or Line Name ☐ None NPORT-E GURNSEY	
12. RR Milepost 0030.340 (prefix) (nnnn.nnn) (suffix)		13. Line Segment 5			
14. Nearest RR Timetable Station SCOTTSBLUFF		15. Parent RR (if applicable) ☒ N/A			
16. Crossing Owner (if applicable) ☐ N/A BNSF		17. Crossing Type ☒ Public ☐ Private			
18. Crossing Purpose ☒ Highway ☐ Pathway, Ped. ☐ Station, Ped.		19. Crossing Position ☒ At Grade ☐ RR Under ☐ RR Over		20. Public Access (if Private Crossing) ☐ Yes ☐ No	
21. Type of Train ☒ Freight ☐ Intercity Passenger ☐ Commuter ☐ Transit ☐ Shared Use Transit ☐ Tourist/Other		22. Average Passenger Train Count Per Day ☐ Less Than One Per Day ☐ Number Per Day 0			
23. Type of Land Use ☐ Open Space ☐ Farm ☒ Residential ☐ Commercial ☐ Industrial ☐ Institutional ☐ Recreational ☐ RR Yard					
24. Is there an Adjacent Crossing with a Separate Number? ☐ Yes ☒ No If Yes, Provide Crossing Number			25. Quiet Zone (FRA provided) ☐ No ☒ 24 Hr ☐ Partial ☐ Chicago Excused Date Established		
26. HSR Corridor ID ☒ N/A		27. Latitude in decimal degrees (WGS84 std: nn.nnnnnnn) 41.8553100		28. Longitude in decimal degrees (WGS84 std: -nnn.nnnnnnn) -103.655000	
29. Lat/Long Source ☒ Actual ☐ Estimated		30.A. Railroad Use *			
30.B. Railroad Use *		31.A. State Use *			
30.C. Railroad Use *		31.B. State Use *			
30.D. Railroad Use *		31.C. State Use *			
31.D. State Use * NOE 6/4/2013		32.A. Narrative (Railroad Use) * (1.27 1.28 1.29) Value Provided by Railroad, Not Y			
32.B. Narrative (State Use) *		33. Emergency Notification Telephone No. (posted) 800-832-5452			
34. Railroad Contact (Telephone No.) 817-352-1549		35. State Contact (Telephone No.) 402-479-4515			

Part II: Railroad Information

1. Estimated Number of Daily Train Movements				
1.A. Total Day Thru Trains (6 AM to 6 PM) 14	1.B. Total Night Thru Trains (6 PM to 6 AM) 14	1.C. Total Switching Trains 0	1.D. Total Transit Trains 0	1.E. Check if Less Than One Movement Per Day ☐ How many trains per week?
2. Year of Train Count Data (YYYY) 2019		3. Speed of Train at Crossing 3.A. Maximum Timetable Speed (mph) 50 3.B. Typical Speed Range Over Crossing (mph) From 1 to 50		
4. Type and Count of Tracks Main 1 Siding 0 Yard 1 Transit 0 Industry 0				
5. Train Detection (Main Track only) ☒ Constant Warning Time ☐ Motion Detection ☐ AFO ☐ PTC ☐ DC ☐ Other ☐ None				
6. Is Track Signaled? ☒ Yes ☐ No		7.A. Event Recorder ☐ Yes ☐ No		7.B. Remote Health Monitoring ☐ Yes ☐ No

U. S. DOT CROSSING INVENTORY FORM

A. Revision Date (MM/DD/YYYY) 12/14/2023 04-01-24		PAGE 2		D. Crossing Inventory Number (7 char.) 089152V	
Part III: Highway or Pathway Traffic Control Device Information					
1. Are there Signs or Signals? ☒ Yes ☐ No		2. Types of Passive Traffic Control Devices associated with the Crossing			
2.A. Crossbuck Assemblies (count) 2 0		2.B. STOP Signs (R1-1) (count) 0	2.C. YIELD Signs (R1-2) (count)	2.D. Advance Warning Signs (Check all that apply; include count) ☒ None	
				☒ W10-1 2 ☐ W10-3 ☐ W10-11 ☐ W10-2 ☐ W10-4 ☐ W10-12	
2.E. Low Ground Clearance Sign (W10-5) ☐ Yes (count) ☒ No		2.F. Pavement Markings ☒ Stop Lines ☐ Dynamic Envelope ☒ RR Xing Symbols ☒ None		2.G. Channelization Devices/Medians ☒ All Approaches ☐ Median ☐ One Approach ☐ None	
				2.H. EXEMPT Sign (R15-3) ☐ Yes ☒ No	
				2.I. ENS Sign (I-13) Displayed ☒ Yes ☐ No	
2.J. Other MUTCD Signs Specify Type W10-9P Count 2 Specify Type R15-2P (2) Count 2 Specify Type _____ Count _____		2.K. Private Crossing Signs (if private) ☐ Yes ☐ No		2.L. LED Enhanced Signs (List types)	
3. Types of Train Activated Warning Devices at the Grade Crossing (specify count of each device for all that apply)					
3.A. Gate Arms (count) Roadway 2 Pedestrian _____		3.B. Gate Configuration ☒ 2 Quad ☐ Full (Barrier) Resistance ☐ 3 Quad ☐ Median Gates		3.C. Cantilevered (or Bridged) Flashing Light Structures (count) Over Traffic Lane 0 ☐ Incandescent Not Over Traffic Lane 0 ☐ LED	
				3.D. Mast Mounted Flashing Lights (count of masts) 2 ☐ Incandescent ☐ LED ☐ Back Lights Included ☐ Side Lights Included	
3.F. Installation Date of Current Active Warning Devices: (MM/YYYY) ____/____/____ ☐ Not Required		3.G. Wayside Horn ☐ Yes Installed on (MM/YYYY) ____/____/____ ☐ No		3.H. Highway Traffic Signals Controlling Crossing ☐ Yes ☒ No	
				3.I. Bells (count) 2	
3.J. Non-Train Active Warning ☐ Flagging/Flagman ☐ Manually Operated Signals ☐ Watchman ☐ Floodlighting ☒ None				3.K. Other Flashing Lights or Warning Devices Count 0 Specify type _____	
4.A. Does nearby Hwy Intersection have Traffic Signals? ☐ Yes ☒ No		4.B. Hwy Traffic Signal Interconnection ☒ Not Interconnected ☐ For Traffic Signals ☐ For Warning Signs		4.C. Hwy Traffic Signal Preemption ☐ Simultaneous ☐ Advance	
				5. Highway Traffic Pre-Signals ☐ Yes ☐ No Storage Distance * _____ Stop Line Distance * _____	
				6. Highway Monitoring Devices (Check all that apply) ☐ Yes - Photo/Video Recording ☐ Yes - Vehicle Presence Detection ☐ None	
Part IV: Physical Characteristics					
1. Traffic Lanes Crossing Railroad Number of Lanes 2 ☐ One-way Traffic ☒ Two-way Traffic ☐ Divided Traffic		2. Is Roadway/Pathway Paved? ☒ Yes ☐ No		3. Does Track Run Down a Street? ☐ Yes ☒ No	
				4. Is Crossing Illuminated? (Street lights within approx. 50 feet from nearest rail) ☒ Yes ☐ No	
5. Crossing Surface (on Main Track, multiple types allowed) Installation Date * (MM/YYYY) ____/____/____ Width * 26 Length * 55 ☒ 1 Timber ☐ 2 Asphalt ☐ 3 Asphalt and Timber ☒ 4 Concrete ☐ 5 Concrete and Rubber ☐ 6 Rubber ☐ 7 Metal ☐ 8 Unconsolidated ☐ 9 Composite ☐ 10 Other (specify) _____					
6. Intersecting Roadway within 500 feet? ☒ Yes ☐ No If Yes, Approximate Distance (feet) 140		7. Smallest Crossing Angle ☐ 0° - 29° ☐ 30° - 59° ☒ 60° - 90°		8. Is Commercial Power Available? * ☒ Yes ☐ No	
Part V: Public Highway Information					
1. Highway System ☐ (01) Interstate Highway System ☐ (02) Other Nat Hwy System (NHS) ☐ (03) Federal AID, Not NHS ☒ (08) Non-Federal Aid		2. Functional Classification of Road at Crossing ☐ (0) Rural ☒ (1) Urban ☐ (1) Interstate ☐ (5) Major Collector ☐ (2) Other Freeways and Expressways ☐ (3) Other Principal Arterial ☐ (6) Minor Collector ☒ (4) Minor Arterial ☐ (7) Local		3. Is Crossing on State Highway System? ☐ Yes ☒ No	
				4. Highway Speed Limit 30 MPH ☒ Posted ☐ Statutory	
				5. Linear Referencing System (LRS Route ID) *	
				6. LRS Milepost *	
7. Annual Average Daily Traffic (AADT) Year 2021 AADT 4160		8. Estimated Percent Trucks 05 %		9. Regularly Used by School Buses? ☐ Yes ☒ No Average Number per Day _____	
				10. Emergency Services Route ☐ Yes ☐ No	
Submission Information - This information is used for administrative purposes and is not available on the public website.					
Submitted by Mark Bohle Organization City of Scottsbluff Phone 308-630-6256 Date 4-1-24					
Public reporting burden for this information collection is estimated to average 30 minutes per response, including the time for reviewing instructions, searching existing data sources, gathering and maintaining the data needed and completing and reviewing the collection of information. According to the Paperwork Reduction Act of 1995, a federal agency may not conduct or sponsor, and a person is not required to, nor shall a person be subject to a penalty for failure to comply with, a collection of information unless it displays a currently valid OMB control number. The valid OMB control number for information collection is 2130-0017. Send comments regarding this burden estimate or any other aspect of this collection, including for reducing this burden to: Information Collection Officer, Federal Railroad Administration, 1200 New Jersey Ave. SE, MS-25 Washington, DC 20590.					

U. S. DOT CROSSING INVENTORY FORM

DEPARTMENT OF TRANSPORTATION

FEDERAL RAILROAD ADMINISTRATION

OMB No. 2130-0017

Instructions for the initial reporting of the following types of new or previously unreported crossings: For public highway-rail grade crossings, complete the entire inventory Form. For private highway-rail grade crossings, complete the Header, Parts I and II, and the Submission Information section. For public pathway grade crossings (including pedestrian station grade crossings), complete the Header, Parts I and II, and the Submission Information section. For Private pathway grade crossings, complete the Header, Parts I and II, and the Submission Information section. For grade-separated highway-rail or pathway crossings (including pedestrian station crossings), complete the Header, Part I, and the Submission Information section. For changes to existing data, complete the Header, Part I Items 1-3, and the Submission Information section, in addition to the updated data fields. Note: For private crossings only, Part I Item 20 and Part III Item 2.K. are required unless otherwise noted. An asterisk * denotes an optional field.

A. Revision Date (MM/DD/YYYY) <u>12/14/2023</u> <u>04/01/2024</u>	B. Reporting Agency ☒ Railroad ☐ Transit ☐ State ☒ Other	C. Reason for Update (Select only one) ☐ Change in Data ☐ Re-Open ☐ New Crossing ☒ Date Change Only ☐ Closed ☐ Change in Primary Operating RR ☐ No Train Traffic ☐ Admin. Correction ☒ Quiet Zone Update	D. DOT Crossing Inventory Number 089153C
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Part I: Location and Classification Information

1. Primary Operating Railroad BNSF Railway Company [BNSF]		2. State NEBRASKA		3. County SCOTTS BLUFF	
4. City / Municipality ☒ In ☐ Near SCOTTSBLUFF		5. Street/Road Name & Block Number BROADWAY (Street/Road Name) * (Block Number)		6. Highway Type & No. N 71	
7. Do Other Railroads Operate a Separate Track at Crossing? ☐ Yes ☒ No If Yes, Specify RR			8. Do Other Railroads Operate Over Your Track at Crossing? ☐ Yes ☒ No If Yes, Specify RR		
9. Railroad Division or Region ☐ None POWDER RIVER		10. Railroad Subdivision or District ☐ None VALLEY		11. Branch or Line Name ☐ None NPORT-E GURNSEY	
12. RR Milepost 0030.814 (prefix) (nnnn.nnn) (suffix)		13. Line Segment 5			
14. Nearest RR Timetable Station SCOTTSBLUFF		15. Parent RR (if applicable) ☒ N/A		16. Crossing Owner (if applicable) ☐ N/A BNSF	
17. Crossing Type ☒ Public ☐ Private	18. Crossing Purpose ☒ Highway ☐ Pathway, Ped. ☐ Station, Ped.	19. Crossing Position ☒ At Grade ☐ RR Under ☐ RR Over	20. Public Access (if Private Crossing) ☐ Yes ☒ No	21. Type of Train ☒ Freight ☐ Intercity Passenger ☐ Commuter	22. Average Passenger Train Count Per Day ☐ Less Than One Per Day ☐ Number Per Day 0
23. Type of Land Use ☐ Open Space ☐ Farm ☐ Residential ☒ Commercial ☐ Industrial ☐ Institutional ☐ Recreational ☐ RR Yard					
24. Is there an Adjacent Crossing with a Separate Number? ☐ Yes ☒ No If Yes, Provide Crossing Number			25. Quiet Zone (FRA provided) ☐ No ☒ 24 Hr ☐ Partial ☐ Chicago Excused Date Established		
26. HSR Corridor ID ☒ N/A		27. Latitude in decimal degrees (WGS84 std: nn.nnnnnnn) 41.8598200		28. Longitude in decimal degrees (WGS84 std: -nnn.nnnnnnn) -103.662000	
29. Lat/Long Source ☒ Actual ☐ Estimated					
30.A. Railroad Use *			31.A. State Use *		
30.B. Railroad Use *			31.B. State Use *		
30.C. Railroad Use *			31.C. State Use *		
30.D. Railroad Use *			31.D. State Use * NOE 6/4/2013		
32.A. Narrative (Railroad Use) * (1.27 1.28 1.29) Value Provided by Railroad, Not Yet			32.B. Narrative (State Use) *		
33. Emergency Notification Telephone No. (posted) 800-832-5452		34. Railroad Contact (Telephone No.) 817-352-1549		35. State Contact (Telephone No.) 402-479-4515	

Part II: Railroad Information

1. Estimated Number of Daily Train Movements				
1.A. Total Day Thru Trains (6 AM to 6 PM) 14	1.B. Total Night Thru Trains (6 PM to 6 AM) 14	1.C. Total Switching Trains 0	1.D. Total Transit Trains 0	1.E. Check if Less Than One Movement Per Day How many trains per week? ☐
2. Year of Train Count Data (YYYY) 2019		3. Speed of Train at Crossing 3.A. Maximum Timetable Speed (mph) 50 3.B. Typical Speed Range Over Crossing (mph) From 1 to 50		
4. Type and Count of Tracks Main 1 Siding 0 Yard 1 Transit 0 Industry 0				
5. Train Detection (Main Track only) ☒ Constant Warning Time ☐ Motion Detection ☐ AFO ☐ PTC ☐ DC ☐ Other ☐ None				
6. Is Track Signaled? ☒ Yes ☐ No		7.A. Event Recorder ☐ Yes ☐ No		7.B. Remote Health Monitoring ☐ Yes ☐ No

U. S. DOT CROSSING INVENTORY FORM

A. Revision Date (MM/DD/YYYY) 12/14/2023 04-01-2024		PAGE 2		D. Crossing Inventory Number (7 char.) 089153C	
Part III: Highway or Pathway Traffic Control Device Information					
1. Are there Signs or Signals? ☒ Yes ☐ No		2. Types of Passive Traffic Control Devices associated with the Crossing			
2.A. Crossbuck Assemblies (count) 2 0		2.B. STOP Signs (R1-1) (count) 0	2.C. YIELD Signs (R1-2) (count)	2.D. Advance Warning Signs (Check all that apply; include count) ☐ None ☒ W10-1 2 ☐ W10-3 ☐ W10-11 ☐ W10-2 ☐ W10-4 ☐ W10-12	
2.E. Low Ground Clearance Sign (W10-5) ☐ Yes (count) ☒ No		2.F. Pavement Markings ☒ Stop Lines ☐ Dynamic Envelope ☒ RR Xing Symbols ☐ None		2.G. Channelization Devices/Medians ☒ All Approaches ☐ Median ☐ One Approach ☐ None	2.H. EXEMPT Sign (R15-3) ☐ Yes ☒ No
2.J. Other MUTCD Signs Specify Type W10-9P Count 2 Specify Type R15-2P (2) Count 4 Specify Type R8-8 Count 1		2.K. Private Crossing Signs (if private) ☐ Yes ☐ No	2.L. LED Enhanced Signs (List types)		
3. Types of Train Activated Warning Devices at the Grade Crossing (specify count of each device for all that apply)					
3.A. Gate Arms (count) Roadway 2-4 Pedestrian	3.B. Gate Configuration ☒ 2 Quad ☐ Full (Barrier) ☐ 3 Quad Resistance ☐ 4 Quad ☐ Median Gates	3.C. Cantilevered (or Bridged) Flashing Light Structures (count) Over Traffic Lane 0 ☐ Incandescent Not Over Traffic Lane 0 ☐ LED	3.D. Mast Mounted Flashing Lights (count of masts) 4 ☐ Incandescent ☐ LED ☐ Back Lights Included ☐ Side Lights Included		3.E. Total Count of Flashing Light Pairs 2 4
3.F. Installation Date of Current Active Warning Devices: (MM/YYYY) / / ☐ Not Required		3.G. Wayside Horn ☐ Yes Installed on (MM/YYYY) / / ☐ No		3.H. Highway Traffic Signals Controlling Crossing ☐ Yes ☒ No	3.I. Bells (count) 2
3.J. Non-Train Active Warning ☐ Flagger/Flagman ☐ Manually Operated Signals ☐ Watchman ☐ Floodlighting ☒ None				3.K. Other Flashing Lights or Warning Devices Count 2 Specify type AFLS	
4.A. Does nearby Hwy Intersection have Traffic Signals? ☐ Yes ☒ No	4.B. Hwy Traffic Signal Interconnection ☒ Not Interconnected ☐ For Traffic Signals ☐ For Warning Signs	4.C. Hwy Traffic Signal Preemption ☐ Simultaneous ☐ Advance	5. Highway Traffic Pre-Signals ☐ Yes ☐ No Storage Distance * Stop Line Distance *	6. Highway Monitoring Devices (Check all that apply) ☐ Yes - Photo/Video Recording ☐ Yes - Vehicle Presence Detection ☒ None	
Part IV: Physical Characteristics					
1. Traffic Lanes Crossing Railroad ☐ One-way Traffic Number of Lanes 4 ☒ Two-way Traffic ☐ Divided Traffic		2. Is Roadway/Pathway Paved? ☒ Yes ☐ No	3. Does Track Run Down a Street? ☐ Yes ☒ No	4. Is Crossing Illuminated? (Street lights within approx. 50 feet from nearest rail) ☒ Yes ☐ No	
5. Crossing Surface (on Main Track, multiple types allowed) ☒ 1 Timber ☐ 2 Asphalt ☐ 3 Asphalt and Timber ☒ 4 Concrete ☐ 5 Concrete and Rubber ☐ 6 Rubber ☐ 7 Metal ☐ 8 Unconsolidated ☐ 9 Composite ☐ 10 Other (specify)		Installation Date * (MM/YYYY) / / Width * 28 Length * 138			
6. Intersecting Roadway within 500 feet? ☒ Yes ☐ No If Yes, Approximate Distance (feet) 75 125		7. Smallest Crossing Angle ☐ 0° - 29° ☒ 30° - 59° ☐ 60° - 90°		8. Is Commercial Power Available? * ☒ Yes ☐ No	
Part V: Public Highway Information					
1. Highway System ☐ (01) Interstate Highway System ☐ (02) Other Nat Hwy System (NHS) ☐ (03) Federal AID, Not NHS ☒ (08) Non-Federal Aid		2. Functional Classification of Road at Crossing ☐ (0) Rural ☒ (1) Urban ☐ (1) Interstate ☐ (5) Major Collector ☐ (2) Other Freeways and Expressways ☐ (3) Other Principal Arterial ☐ (6) Minor Collector ☒ (4) Minor Arterial ☐ (7) Local		3. Is Crossing on State Highway System? ☐ Yes ☒ No	4. Highway Speed Limit 35 MPH ☒ Posted ☐ Statutory
7. Annual Average Daily Traffic (AADT) Year 2021 AADT 10110		8. Estimated Percent Trucks 02 %	9. Regularly Used by School Buses? ☐ Yes ☒ No Average Number per Day	10. Emergency Services Route ☐ Yes ☐ No	
5. Linear Referencing System (LRS Route ID) *					
6. LRS Milepost *					
Submission Information - This information is used for administrative purposes and is not available on the public website.					
Submitted by Mark Bohl Organization City of Scottsbluff Phone 308-630-6256 Date 4-1-24					
Public reporting burden for this information collection is estimated to average 30 minutes per response, including the time for reviewing instructions, searching existing data sources, gathering and maintaining the data needed and completing and reviewing the collection of information. According to the Paperwork Reduction Act of 1995, a federal agency may not conduct or sponsor, and a person is not required to, nor shall a person be subject to a penalty for failure to comply with, a collection of information unless it displays a currently valid OMB control number. The valid OMB control number for information collection is 2130-0017. Send comments regarding this burden estimate or any other aspect of this collection, including for reducing this burden to: Information Collection Officer, Federal Railroad Administration, 1200 New Jersey Ave. SE, MS-25 Washington, DC 20590.					

U. S. DOT CROSSING INVENTORY FORM

DEPARTMENT OF TRANSPORTATION
FEDERAL RAILROAD ADMINISTRATION

OMB No. 2130-0017

Instructions for the initial reporting of the following types of new or previously unreported crossings: For public highway-rail grade crossings, complete the entire inventory Form. For private highway-rail grade crossings, complete the Header, Parts I and II, and the Submission Information section. For public pathway grade crossings (including pedestrian station grade crossings), complete the Header, Parts I and II, and the Submission Information section. For Private pathway grade crossings, complete the Header, Parts I and II, and the Submission Information section. For grade-separated highway-rail or pathway crossings (including pedestrian station crossings), complete the Header, Part I, and the Submission Information section. For changes to existing data, complete the Header, Part I Items 1-3, and the Submission Information section, in addition to the updated data fields. Note: For private crossings only, Part I Item 20 and Part III Item 2.K. are required unless otherwise noted. An asterisk * denotes an optional field.

A. Revision Date (MM/DD/YYYY) 12/14/2023 04/01/2024	B. Reporting Agency ☒ Railroad ☐ Transit ☐ State ☒ Other	C. Reason for Update (Select only one) ☐ Change in Data ☐ New Crossing ☐ Closed ☐ Re-Open ☒ Date Change Only ☐ Change in Primary Operating RR ☐ No Train Traffic ☒ Quiet Zone Update ☐ Admin. Correction	D. DOT Crossing Inventory Number 089154J
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Part I: Location and Classification Information

1. Primary Operating Railroad BNSF Railway Company [BNSF]		2. State NEBRASKA		3. County SCOTTS BLUFF	
4. City / Municipality ☒ In ☐ Near SCOTTSBLUFF		5. Street/Road Name & Block Number AVE B (Street/Road Name) * (Block Number)		6. Highway Type & No. 5709	
7. Do Other Railroads Operate a Separate Track at Crossing? ☐ Yes ☒ No If Yes, Specify RR			8. Do Other Railroads Operate Over Your Track at Crossing? ☐ Yes ☒ No If Yes, Specify RR		
9. Railroad Division or Region ☐ None POWDER RIVER		10. Railroad Subdivision or District ☐ None VALLEY		11. Branch or Line Name ☐ None NPORT-E GURNSEY	
12. RR Milepost 0031.020 (prefix) (nnnn.nnn) (suffix)		13. Line Segment 5			
14. Nearest RR Timetable Station SCOTTSBLUFF		15. Parent RR (if applicable) ☒ N/A		16. Crossing Owner (if applicable) ☐ N/A BNSF	
17. Crossing Type ☒ Public ☐ Private	18. Crossing Purpose ☒ Highway ☐ Pathway, Ped. ☐ Station, Ped.	19. Crossing Position ☒ At Grade ☐ RR Under ☐ RR Over	20. Public Access (if Private Crossing) ☐ Yes ☐ No	21. Type of Train ☒ Freight ☐ Intercity Passenger ☐ Commuter ☐ Transit ☐ Shared Use Transit ☐ Tourist/Other	22. Average Passenger Train Count Per Day ☐ Less Than One Per Day ☐ Number Per Day 0
23. Type of Land Use ☐ Open Space ☐ Farm ☐ Residential ☒ Commercial ☐ Industrial ☐ Institutional ☐ Recreational ☐ RR Yard					
24. Is there an Adjacent Crossing with a Separate Number? ☐ Yes ☒ No If Yes, Provide Crossing Number			25. Quiet Zone (FRA provided) ☐ No ☒ 24 Hr ☐ Partial ☐ Chicago Excused Date Established		
26. HSR Corridor ID ☒ N/A		27. Latitude in decimal degrees (WGS84 std: nn.nnnnnnn) 41.8619230		28. Longitude in decimal degrees (WGS84 std: -nnn.nnnnnnn) -103.665622	
29. Lat/Long Source ☒ Actual ☐ Estimated					
30.A. Railroad Use *			31.A. State Use *		
30.B. Railroad Use *			31.B. State Use *		
30.C. Railroad Use *			31.C. State Use *		
30.D. Railroad Use *			31.D. State Use * NOE 6/4/2013		
32.A. Narrative (Railroad Use) * (1.27 1.28 1.29) Value Provided by Railroad, Not Yes			32.B. Narrative (State Use) *		
33. Emergency Notification Telephone No. (posted) 800-832-5452		34. Railroad Contact (Telephone No.) 817-352-1549		35. State Contact (Telephone No.) 402-479-4515	

Part II: Railroad Information

1. Estimated Number of Daily Train Movements				
1.A. Total Day Thru Trains (6 AM to 6 PM) 14	1.B. Total Night Thru Trains (6 PM to 6 AM) 14	1.C. Total Switching Trains 0	1.D. Total Transit Trains 0	1.E. Check if Less Than One Movement Per Day ☐ How many trains per week?
2. Year of Train Count Data (YYYY) 2019		3. Speed of Train at Crossing 3.A. Maximum Timetable Speed (mph) 50 3.B. Typical Speed Range Over Crossing (mph) From 1 to 50		
4. Type and Count of Tracks Main 1 Siding 0 Yard 1 Transit 0 Industry 0				
5. Train Detection (Main Track only) ☒ Constant Warning Time ☐ Motion Detection ☐ AFO ☐ PTC ☐ DC ☐ Other ☐ None				
6. Is Track Signaled? ☒ Yes ☐ No		7.A. Event Recorder ☐ Yes ☐ No		7.B. Remote Health Monitoring ☐ Yes ☐ No

U. S. DOT CROSSING INVENTORY FORM

A. Revision Date (MM/DD/YYYY) 12/14/2023 <u>04-01-2024</u>		PAGE 2		D. Crossing Inventory Number (7 char.) 089154J	
Part III: Highway or Pathway Traffic Control Device Information					
1. Are there Signs or Signals? ☒ Yes ☐ No					
2. Types of Passive Traffic Control Devices associated with the Crossing					
2.A. Crossbuck Assemblies (count) <u>2</u> <u>0</u>		2.B. STOP Signs (R1-1) (count) <u>0</u>		2.C. YIELD Signs (R1-2) (count) <u>0</u>	
		2.D. Advance Warning Signs (Check all that apply; include count) ☐ None			
		☒ W10-1 <u>2</u> ☐ W10-3 <u>0</u> ☐ W10-11 <u>0</u>		☐ W10-2 <u>0</u> ☐ W10-4 <u>0</u> ☐ W10-12 <u>0</u>	
2.E. Low Ground Clearance Sign (W10-5) ☐ Yes (count <u>0</u>) ☒ No		2.F. Pavement Markings ☒ Stop Lines ☐ Dynamic Envelope ☒ RR Xing Symbols ☐ None		2.G. Channelization Devices/Medians ☒ All Approaches ☐ Median ☐ One Approach ☐ None	
		2.H. EXEMPT Sign (R15-3) ☐ Yes ☒ No		2.I. ENS Sign (I-13) Displayed ☒ Yes ☐ No	
2.J. Other MUTCD Signs Specify Type <u>W10-9P</u> Count <u>2</u> Specify Type <u>R15-2P</u> <u>(2)</u> Count <u>2</u> Specify Type <u> </u> Count <u> </u>		2.K. Private Crossing Signs (if private) ☐ Yes ☐ No		2.L. LED Enhanced Signs (List types)	
3. Types of Train Activated Warning Devices at the Grade Crossing (specify count of each device for all that apply)					
3.A. Gate Arms (count) Roadway <u>2</u> Pedestrian <u> </u>		3.B. Gate Configuration ☒ 2 Quad ☐ Full (Barrier) Resistance ☐ 3 Quad ☐ Median Gates ☐ 4 Quad		3.C. Cantilevered (or Bridged) Flashing Light Structures (count) Over Traffic Lane <u>0</u> ☐ Incandescent Not Over Traffic Lane <u>0</u> ☐ LED	
		3.D. Mast Mounted Flashing Lights (count of masts) <u>2</u> ☐ Incandescent ☐ LED ☐ Back Lights Included ☐ Side Lights Included		3.E. Total Count of Flashing Light Pairs <u>2</u>	
3.F. Installation Date of Current Active Warning Devices: (MM/YYYY) <u> </u> / <u> </u> / <u> </u> ☐ Not Required		3.G. Wayside Horn ☐ Yes Installed on (MM/YYYY) <u> </u> / <u> </u> / <u> </u> ☐ No		3.H. Highway Traffic Signals Controlling Crossing ☐ Yes ☒ No	
3.I. Bells (count) <u>2</u>		3.J. Non-Train Active Warning ☐ Flagging/Flagman ☐ Manually Operated Signals ☐ Watchman ☐ Floodlighting ☒ None			
3.K. Other Flashing Lights or Warning Devices Count <u>0</u> Specify type <u> </u>					
4.A. Does nearby Hwy Intersection have Traffic Signals? ☐ Yes ☒ No		4.B. Hwy Traffic Signal Interconnection ☒ Not Interconnected ☐ For Traffic Signals ☐ For Warning Signs		4.C. Hwy Traffic Signal Preemption ☐ Simultaneous ☐ Advance	
		5. Highway Traffic Pre-Signals ☐ Yes ☐ No Storage Distance * <u> </u> Stop Line Distance * <u> </u>		6. Highway Monitoring Devices (Check all that apply) ☐ Yes - Photo/Video Recording ☐ Yes - Vehicle Presence Detection ☐ None	
Part IV: Physical Characteristics					
1. Traffic Lanes Crossing Railroad ☐ One-way Traffic Number of Lanes <u>2</u> ☒ Two-way Traffic ☐ Divided Traffic		2. Is Roadway/Pathway Paved? ☒ Yes ☐ No		3. Does Track Run Down a Street? ☐ Yes ☒ No	
4. Is Crossing Illuminated? (Street lights within approx. 50 feet from nearest rail) ☒ Yes ☐ No		5. Crossing Surface (on Main Track, multiple types allowed) Installation Date * (MM/YYYY) <u> </u> / <u> </u> / <u> </u> Width * <u>24</u> Length * <u>48</u> ☒ 1 Timber ☐ 2 Asphalt ☐ 3 Asphalt and Timber ☒ 4 Concrete ☐ 5 Concrete and Rubber ☐ 6 Rubber ☐ 7 Metal ☐ 8 Unconsolidated ☐ 9 Composite ☐ 10 Other (specify) <u> </u>			
6. Intersecting Roadway within 500 feet? ☒ Yes ☐ No If Yes, Approximate Distance (feet) <u>75</u>		7. Smallest Crossing Angle ☐ 0° - 29° ☒ 30° - 59° ☐ 60° - 90°		8. Is Commercial Power Available? * ☒ Yes ☐ No	
Part V: Public Highway Information					
1. Highway System ☐ (01) Interstate Highway System ☐ (02) Other Nat Hwy System (NHS) ☐ (03) Federal AID, Not NHS ☒ (08) Non-Federal Aid		2. Functional Classification of Road at Crossing ☐ (0) Rural ☒ (1) Urban ☐ (1) Interstate ☐ (5) Major Collector ☐ (2) Other Freeways and Expressways ☐ (3) Other Principal Arterial ☐ (6) Minor Collector ☒ (4) Minor Arterial ☐ (7) Local		3. Is Crossing on State Highway System? ☐ Yes ☒ No	
		4. Highway Speed Limit <u>30</u> MPH ☒ Posted ☐ Statutory		5. Linear Referencing System (LRS Route ID) *	
		6. LRS Milepost *			
7. Annual Average Daily Traffic (AADT) Year <u>2021</u> AADT <u>5770</u>		8. Estimated Percent Trucks <u>00</u> %		9. Regularly Used by School Buses? ☐ Yes ☒ No Average Number per Day <u> </u>	
		10. Emergency Services Route ☐ Yes ☐ No			
Submission Information - This information is used for administrative purposes and is not available on the public website.					
Submitted by <u>Matt Bole</u> Organization <u>City of Scottsbluff</u> Phone <u>308-630-6216</u> Date <u>4-1-24</u>					
Public reporting burden for this information collection is estimated to average 30 minutes per response, including the time for reviewing instructions, searching existing data sources, gathering and maintaining the data needed and completing and reviewing the collection of information. According to the Paperwork Reduction Act of 1995, a federal agency may not conduct or sponsor, and a person is not required to, nor shall a person be subject to a penalty for failure to comply with, a collection of information unless it displays a currently valid OMB control number. The valid OMB control number for information collection is 2130-0017. Send comments regarding this burden estimate or any other aspect of this collection, including for reducing this burden to: Information Collection Officer, Federal Railroad Administration, 1200 New Jersey Ave. SE, MS-25 Washington, DC 20590.					

U. S. DOT CROSSING INVENTORY FORM

DEPARTMENT OF TRANSPORTATION

FEDERAL RAILROAD ADMINISTRATION

OMB No. 2130-0017

Instructions for the initial reporting of the following types of new or previously unreported crossings: For public highway-rail grade crossings, complete the entire inventory Form. For private highway-rail grade crossings, complete the Header, Parts I and II, and the Submission Information section. For public pathway grade crossings (including pedestrian station grade crossings), complete the Header, Parts I and II, and the Submission Information section. For Private pathway grade crossings, complete the Header, Parts I and II, and the Submission Information section. For grade-separated highway-rail or pathway crossings (including pedestrian station crossings), complete the Header, Part I, and the Submission Information section. For changes to existing data, complete the Header, Part I Items 1-3, and the Submission Information section, in addition to the updated data fields. Note: For private crossings only, Part I Item 20 and Part III Item 2.K. are required unless otherwise noted. An asterisk * denotes an optional field.

A. Revision Date (MM/DD/YYYY) <u>12/14/2023</u> <u>4/1/2024</u>	B. Reporting Agency ☒ Railroad ☐ Transit ☐ State ☒ Other	C. Reason for Update (Select only one) ☐ Change in Data ☐ New Crossing ☐ Closed ☐ Re-Open ☒ Date Change Only ☐ Change in Primary Operating RR ☐ No Train Traffic ☒ Quiet Zone Update ☐ Admin. Correction	D. DOT Crossing Inventory Number 089156X
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Part I: Location and Classification Information

1. Primary Operating Railroad BNSF Railway Company [BNSF]		2. State NEBRASKA	3. County SCOTTS BLUFF
4. City / Municipality ☒ In ☐ Near SCOTTSBLUFF	5. Street/Road Name & Block Number 20TH ST (Street/Road Name) * (Block Number)		6. Highway Type & No. N29
7. Do Other Railroads Operate a Separate Track at Crossing? ☐ Yes ☒ No If Yes, Specify RR		8. Do Other Railroads Operate Over Your Track at Crossing? ☐ Yes ☒ No If Yes, Specify RR	
9. Railroad Division or Region ☐ None POWDER RIVER	10. Railroad Subdivision or District ☐ None VALLEY	11. Branch or Line Name ☐ None NPORT-E GURNSEY	12. RR Milepost 0031.470 (prefix) (nnnn.nnn) (suffix)
13. Line Segment *	14. Nearest RR Timetable Station *	15. Parent RR (if applicable) ☒ N/A	16. Crossing Owner (if applicable) ☐ N/A BNSF
17. Crossing Type ☒ Public ☐ Private	18. Crossing Purpose ☒ Highway ☐ Pathway, Ped. ☐ Station, Ped.	19. Crossing Position ☒ At Grade ☐ RR Under ☐ RR Over	20. Public Access (if Private Crossing) ☐ Yes ☒ No
21. Type of Train ☒ Freight ☐ Intercity Passenger ☐ Commuter		☐ Transit ☐ Shared Use Transit ☐ Tourist/Other	
22. Average Passenger Train Count Per Day ☐ Less Than One Per Day ☐ Number Per Day 0			
23. Type of Land Use ☐ Open Space ☐ Farm ☒ Residential ☐ Commercial ☐ Industrial ☐ Institutional ☐ Recreational ☐ RR Yard			
24. Is there an Adjacent Crossing with a Separate Number? ☐ Yes ☒ No If Yes, Provide Crossing Number		25. Quiet Zone (FRA provided) ☐ No ☒ 24 Hr ☐ Partial ☐ Chicago Excused Date Established	
26. HSR Corridor ID ☒ N/A	27. Latitude in decimal degrees (WGS84 std: nn.nnnnnnn) 41.8664300	28. Longitude in decimal degrees (WGS84 std: -nnn.nnnnnnn) -103.672000	29. Lat/Long Source ☒ Actual ☐ Estimated
30.A. Railroad Use *		31.A. State Use *	
30.B. Railroad Use *		31.B. State Use *	
30.C. Railroad Use *		31.C. State Use *	
30.D. Railroad Use *		31.D. State Use * NOE 6/4/2013	
32.A. Narrative (Railroad Use) * (1.27 1.28 1.29) Value Provided by Railroad, Not Yet		32.B. Narrative (State Use) *	
33. Emergency Notification Telephone No. (posted) 800-832-5452		34. Railroad Contact (Telephone No.) 817-352-1549	35. State Contact (Telephone No.) 402-479-4515

Part II: Railroad Information

1. Estimated Number of Daily Train Movements				
1.A. Total Day Thru Trains (6 AM to 6 PM) 14	1.B. Total Night Thru Trains (6 PM to 6 AM) 14	1.C. Total Switching Trains 0	1.D. Total Transit Trains 0	1.E. Check if Less Than One Movement Per Day How many trains per week? ☐
2. Year of Train Count Data (YYYY) 2019		3. Speed of Train at Crossing 3.A. Maximum Timetable Speed (mph) 50 3.B. Typical Speed Range Over Crossing (mph) From 1 to 50		
4. Type and Count of Tracks Main 1 Siding 0 Yard 0 Transit 0 Industry 0				
5. Train Detection (Main Track only) ☒ Constant Warning Time ☐ Motion Detection ☐ AFO ☐ PTC ☐ DC ☐ Other ☐ None				
6. Is Track Signaled? ☒ Yes ☐ No		7.A. Event Recorder ☐ Yes ☐ No		7.B. Remote Health Monitoring ☐ Yes ☐ No

U. S. DOT CROSSING INVENTORY FORM

A. Revision Date (MM/DD/YYYY) 12/14/2023 04-01-2024		PAGE 2		D. Crossing Inventory Number (7 char.) 089156X	
Part III: Highway or Pathway Traffic Control Device Information					
1. Are there Signs or Signals? ☒ Yes ☐ No		2. Types of Passive Traffic Control Devices associated with the Crossing			
2.A. Crossbuck Assemblies (count) 2 0		2.B. STOP Signs (R1-1) (count) 0	2.C. YIELD Signs (R1-2) (count)	2.D. Advance Warning Signs (Check all that apply; include count) ☒ None	
				☒ W10-1 2 ☐ W10-3 ☐ W10-11 ☐ W10-2 ☐ W10-4 ☐ W10-12	
2.E. Low Ground Clearance Sign (W10-5) ☐ Yes (count) ☒ No		2.F. Pavement Markings ☒ Stop Lines ☐ Dynamic Envelope ☒ RR Xing Symbols ☐ None		2.G. Channelization Devices/Medians ☒ All Approaches ☐ Median ☐ One Approach ☐ None	
				2.H. EXEMPT Sign (R15-3) ☐ Yes ☒ No	
2.J. Other MUTCD Signs Specify Type W10-9P Specify Type Specify Type		☒ Yes ☐ No Count 2 Count Count		2.K. Private Crossing Signs (if private) ☐ Yes ☐ No	
				2.L. LED Enhanced Signs (List types)	
3. Types of Train Activated Warning Devices at the Grade Crossing (specify count of each device for all that apply)					
3.A. Gate Arms (count) Roadway 2 Pedestrian	3.B. Gate Configuration ☐ 2 Quad ☐ Full (Barrier) Resistance ☐ 3 Quad ☐ Median Gates	3.C. Cantilevered (or Bridged) Flashing Light Structures (count) Over Traffic Lane 0 ☐ Incandescent Not Over Traffic Lane 0 ☐ LED	3.D. Mast Mounted Flashing Lights (count of masts) 2 ☐ Incandescent ☐ LED ☐ Back Lights Included ☐ Side Lights Included		3.E. Total Count of Flashing Light Pairs 2 2
3.F. Installation Date of Current Active Warning Devices: (MM/YYYY) / ☐ Not Required		3.G. Wayside Horn ☐ Yes Installed on (MM/YYYY) / ☐ No		3.H. Highway Traffic Signals Controlling Crossing ☐ Yes ☒ No	
				3.I. Bells (count) 2	
3.J. Non-Train Active Warning ☐ Flagging/Flagman ☐ Manually Operated Signals ☐ Watchman ☐ Floodlighting ☐ None				3.K. Other Flashing Lights or Warning Devices Count 2 Specify type AFLS	
4.A. Does nearby Hwy Intersection have Traffic Signals? ☐ Yes ☒ No	4.B. Hwy Traffic Signal Interconnection ☒ Not Interconnected ☐ For Traffic Signals ☐ For Warning Signs	4.C. Hwy Traffic Signal Preemption ☐ Simultaneous ☐ Advance	5. Highway Traffic Pre-Signals ☐ Yes ☐ No Storage Distance * Stop Line Distance *	6. Highway Monitoring Devices (Check all that apply) ☐ Yes - Photo/Video Recording ☐ Yes - Vehicle Presence Detection ☒ None	
Part IV: Physical Characteristics					
1. Traffic Lanes Crossing Railroad Number of Lanes 2		☐ One-way Traffic ☒ Two-way Traffic ☐ Divided Traffic	2. Is Roadway/Pathway Paved? ☒ Yes ☐ No	3. Does Track Run Down a Street? ☐ Yes ☒ No	4. Is Crossing Illuminated? (Street lights within approx. 50 feet from nearest rail) ☒ Yes ☐ No
5. Crossing Surface (on Main Track, multiple types allowed) ☐ 1 Timber ☐ 2 Asphalt ☐ 3 Asphalt and Timber ☒ 4 Concrete ☐ 5 Concrete and Rubber ☐ 6 Rubber ☐ 7 Metal ☐ 8 Unconsolidated ☐ 9 Composite ☐ 10 Other (specify)		Installation Date * (MM/YYYY) /		Width * 10	Length * 75
6. Intersecting Roadway within 500 feet? ☒ Yes ☐ No If Yes, Approximate Distance (feet) 500		7. Smallest Crossing Angle ☐ 0° - 29° ☒ 30° - 59° ☐ 60° - 90°		8. Is Commercial Power Available? * ☒ Yes ☐ No	
Part V: Public Highway Information					
1. Highway System ☐ (01) Interstate Highway System ☐ (02) Other Nat Hwy System (NHS) ☐ (03) Federal AID, Not NHS ☒ (08) Non-Federal Aid		2. Functional Classification of Road at Crossing ☐ (0) Rural ☒ (1) Urban ☐ (1) Interstate ☐ (5) Major Collector ☐ (2) Other Freeways and Expressways ☐ (3) Other Principal Arterial ☐ (6) Minor Collector ☒ (4) Minor Arterial ☐ (7) Local		3. Is Crossing on State Highway System? ☐ Yes ☒ No	
				4. Highway Speed Limit 30 MPH ☒ Posted ☐ Statutory	
				5. Linear Referencing System (LRS Route ID) *	
				6. LRS Milepost *	
7. Annual Average Daily Traffic (AADT) Year 2021 AADT 3610		8. Estimated Percent Trucks 02 %	9. Regularly Used by School Buses? ☐ Yes ☒ No Average Number per Day		10. Emergency Services Route ☐ Yes ☐ No
Submission Information - This information is used for administrative purposes and is not available on the public website.					
Submitted by Mike Balle Organization City of Southsblft Phone 308-6326256 Date 4-1-24					
Public reporting burden for this information collection is estimated to average 30 minutes per response, including the time for reviewing instructions, searching existing data sources, gathering and maintaining the data needed and completing and reviewing the collection of information. According to the Paperwork Reduction Act of 1995, a federal agency may not conduct or sponsor, and a person is not required to, nor shall a person be subject to a penalty for failure to comply with, a collection of information unless it displays a currently valid OMB control number. The valid OMB control number for information collection is 2130-0017. Send comments regarding this burden estimate or any other aspect of this collection, including for reducing this burden to: Information Collection Officer, Federal Railroad Administration, 1200 New Jersey Ave. SE, MS-25 Washington, DC 20590.					

U. S. DOT CROSSING INVENTORY FORM

DEPARTMENT OF TRANSPORTATION

FEDERAL RAILROAD ADMINISTRATION

OMB No. 2130-0017

Instructions for the initial reporting of the following types of new or previously unreported crossings: For public highway-rail grade crossings, complete the entire inventory Form. For private highway-rail grade crossings, complete the Header, Parts I and II, and the Submission Information section. For public pathway grade crossings (including pedestrian station grade crossings), complete the Header, Parts I and II, and the Submission Information section. For Private pathway grade crossings, complete the Header, Parts I and II, and the Submission Information section. For grade-separated highway-rail or pathway crossings (including pedestrian station crossings), complete the Header, Part I, and the Submission Information section. For changes to existing data, complete the Header, Part I Items 1-3, and the Submission Information section, in addition to the updated data fields. Note: For private crossings only, Part I Item 20 and Part III Item 2.K. are required unless otherwise noted. An asterisk * denotes an optional field.

A. Revision Date (MM/DD/YYYY) 12 / 14 / 2023	B. Reporting Agency ☒ Railroad ☐ Transit ☐ State ☒ Other	C. Reason for Update (Select only one) ☐ Change in Data ☐ Re-Open ☐ New Crossing ☒ Date Change Only ☐ Closed ☐ Change in Primary Operating RR ☐ No Train Traffic ☐ Admin. Correction ☒ Quiet Zone Update	D. DOT Crossing Inventory Number 089157E
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Part I: Location and Classification Information

1. Primary Operating Railroad BNSF Railway Company [BNSF]		2. State NEBRASKA		3. County SCOTTS BLUFF	
4. City / Municipality ☒ In ☐ Near SCOTTSBLUFF		5. Street/Road Name & Block Number AVE I (Street/Road Name) * (Block Number)		6. Highway Type & No. 5703	
7. Do Other Railroads Operate a Separate Track at Crossing? ☐ Yes ☒ No If Yes, Specify RR			8. Do Other Railroads Operate Over Your Track at Crossing? ☐ Yes ☒ No If Yes, Specify RR		
9. Railroad Division or Region ☐ None POWDER RIVER		10. Railroad Subdivision or District ☐ None VALLEY		11. Branch or Line Name ☐ None NPORT-E GURNSEY	
12. RR Milepost 0031.710 (prefix) (nnnn.nnn) (suffix)		13. Line Segment 5			
14. Nearest RR Timetable Station SCOTTSBLUFF		15. Parent RR (if applicable) ☒ N/A		16. Crossing Owner (if applicable) ☐ N/A BNSF	
17. Crossing Type ☒ Public ☐ Private	18. Crossing Purpose ☒ Highway ☐ Pathway, Ped. ☐ Station, Ped.	19. Crossing Position ☒ At Grade ☐ RR Under ☐ RR Over	20. Public Access (if Private Crossing) ☐ Yes ☐ No	21. Type of Train ☒ Freight ☐ Intercity Passenger ☐ Commuter	22. Average Passenger Train Count Per Day ☐ Less Than One Per Day ☐ Number Per Day 0
23. Type of Land Use ☐ Open Space ☐ Farm ☒ Residential ☐ Commercial ☐ Industrial ☐ Institutional ☐ Recreational ☐ RR Yard					
24. Is there an Adjacent Crossing with a Separate Number? ☐ Yes ☒ No If Yes, Provide Crossing Number			25. Quiet Zone (FRA provided) ☐ No ☒ 24 Hr ☐ Partial ☐ Chicago Excused Date Established 4/25/2014 12:00:0		
26. HSR Corridor ID ☒ N/A		27. Latitude in decimal degrees (WGS84 std: nn.nnnnnnn) 41.8687906		28. Longitude in decimal degrees (WGS84 std: -nnn.nnnnnnn) -103.675446	
29. Lat/Long Source ☒ Actual ☐ Estimated		30.A. Railroad Use *			
30.B. Railroad Use *		30.C. Railroad Use *			
30.D. Railroad Use *		30.E. Railroad Use *			
32.A. Narrative (Railroad Use) * (1.27 1.28 1.29) Value Provided by Railroad, Not Yet			32.B. Narrative (State Use) *		
33. Emergency Notification Telephone No. (posted) 800-832-5452		34. Railroad Contact (Telephone No.) 817-352-1549		35. State Contact (Telephone No.) 402-479-4515	

Part II: Railroad Information

1. Estimated Number of Daily Train Movements				
1.A. Total Day Thru Trains (6 AM to 6 PM) 14	1.B. Total Night Thru Trains (6 PM to 6 AM) 14	1.C. Total Switching Trains 0	1.D. Total Transit Trains 0	1.E. Check if Less Than One Movement Per Day How many trains per week? ☐
2. Year of Train Count Data (YYYY) 2019		3. Speed of Train at Crossing 3.A. Maximum Timetable Speed (mph) 50 3.B. Typical Speed Range Over Crossing (mph) From 1 to 50		
4. Type and Count of Tracks Main 1 Siding 0 Yard 0 Transit 0 Industry 0				
5. Train Detection (Main Track only) ☒ Constant Warning Time ☐ Motion Detection ☐ AFO ☐ PTC ☐ DC ☐ Other ☐ None				
6. Is Track Signaled? ☒ Yes ☐ No		7.A. Event Recorder ☐ Yes ☐ No		7.B. Remote Health Monitoring ☐ Yes ☐ No

U. S. DOT CROSSING INVENTORY FORM

A. Revision Date (MM/DD/YYYY) 12/4/2023 <u>04-01-2024</u>		PAGE 2		D. Crossing Inventory Number (7 char.) 089157E	
Part III: Highway or Pathway Traffic Control Device Information					
1. Are there Signs or Signals? ☒ Yes ☐ No					
2. Types of Passive Traffic Control Devices associated with the Crossing					
2.A. Crossbuck Assemblies (count) <u>2</u> <u>0</u>		2.B. STOP Signs (R1-1) (count) <u>0</u>		2.C. YIELD Signs (R1-2) (count) <u>0</u>	
		2.D. Advance Warning Signs (Check all that apply; include count) ☐ None			
		☒ W10-1 <u>2</u> ☐ W10-3 ☐ W10-11		☐ W10-2 ☐ W10-4 ☐ W10-12	
2.E. Low Ground Clearance Sign (W10-5) ☐ Yes (count) ☒ No		2.F. Pavement Markings ☒ Stop Lines ☐ Dynamic Envelope ☒ RR Xing Symbols ☐ None		2.G. Channelization Devices/Medians ☒ All Approaches ☐ Median ☐ One Approach ☐ None	
		2.H. EXEMPT Sign (R15-3) ☐ Yes ☒ No		2.I. ENS Sign (I-13) Displayed ☒ Yes ☐ No	
2.J. Other MUTCD Signs Specify Type <u>W10-9P</u> Count <u>2</u> Specify Type _____ Count _____ Specify Type _____ Count _____		2.K. Private Crossing Signs (if private) ☐ Yes ☐ No		2.L. LED Enhanced Signs (List types)	
3. Types of Train Activated Warning Devices at the Grade Crossing (specify count of each device for all that apply)					
3.A. Gate Arms (count) Roadway <u>2</u> Pedestrian _____		3.B. Gate Configuration ☒ 2 Quad ☐ Full (Barrier) ☐ 3 Quad Resistance ☐ 4 Quad Median Gates		3.C. Cantilevered (or Bridged) Flashing Light Structures (count) Over Traffic Lane <u>0</u> ☐ Incandescent Not Over Traffic Lane <u>0</u> ☐ LED	
		3.D. Mast Mounted Flashing Lights (count of masts) <u>2</u> ☐ Incandescent ☒ LED ☒ Back Lights Included ☒ Side Lights Included		3.E. Total Count of Flashing Light Pairs <u>5</u> <u>4</u>	
3.F. Installation Date of Current Active Warning Devices: (MM/YYYY) ____/____/____ ☒ Not Required		3.G. Wayside Horn ☐ Yes Installed on (MM/YYYY) ____/____/____ ☒ No		3.H. Highway Traffic Signals Controlling Crossing ☐ Yes ☒ No	
3.I. Bells (count) <u>1</u>		3.J. Non-Train Active Warning ☐ Flagging/Flagman ☐ Manually Operated Signals ☐ Watchman ☐ Floodlighting ☐ None			
3.K. Other Flashing Lights or Warning Devices Count <u>0</u> Specify type _____		4. Highway Monitoring Devices (Check all that apply) ☐ Yes - Photo/Video Recording ☐ Yes - Vehicle Presence Detection ☒ None			
4.A. Does nearby Hwy Intersection have Traffic Signals? ☐ Yes ☒ No		4.B. Hwy Traffic Signal Interconnection ☒ Not Interconnected ☐ For Traffic Signals ☐ For Warning Signs		4.C. Hwy Traffic Signal Preemption ☐ Simultaneous ☐ Advance	
4.D. Highway Traffic Pre-Signals ☐ Yes ☒ No Storage Distance * _____ Stop Line Distance * _____		5. Highway Monitoring Devices (Check all that apply) ☐ Yes - Photo/Video Recording ☐ Yes - Vehicle Presence Detection ☒ None			
Part IV: Physical Characteristics					
1. Traffic Lanes Crossing Railroad Number of Lanes <u>2</u>		2. Is Roadway/Pathway Paved? ☒ Yes ☐ No		3. Does Track Run Down a Street? ☐ Yes ☒ No	
☐ One-way Traffic ☒ Two-way Traffic ☐ Divided Traffic		4. Is Crossing Illuminated? (Street lights within approx. 50 feet from nearest rail) ☒ Yes ☐ No			
5. Crossing Surface (on Main Track, multiple types allowed) Installation Date * (MM/YYYY) ____/____/____ Width * _____ Length * _____ ☐ 1 Timber ☐ 2 Asphalt ☐ 3 Asphalt and Timber ☒ 4 Concrete ☐ 5 Concrete and Rubber ☐ 6 Rubber ☐ 7 Metal ☐ 8 Unconsolidated ☐ 9 Composite ☐ 10 Other (specify) _____					
6. Intersecting Roadway within 500 feet? ☒ Yes ☐ No If Yes, Approximate Distance (feet) <u>100</u>		7. Smallest Crossing Angle ☐ 0° - 29° ☒ 30° - 59° ☐ 60° - 90°		8. Is Commercial Power Available? * ☒ Yes ☐ No	
Part V: Public Highway Information					
1. Highway System ☐ (01) Interstate Highway System ☐ (02) Other Nat Hwy System (NHS) ☐ (03) Federal AID, Not NHS ☐ (08) Non-Federal Aid		2. Functional Classification of Road at Crossing ☐ (0) Rural ☒ (1) Urban ☐ (1) Interstate ☐ (5) Major Collector ☐ (2) Other Freeways and Expressways ☐ (3) Other Principal Arterial ☐ (6) Minor Collector ☒ (4) Minor Arterial ☐ (7) Local		3. Is Crossing on State Highway System? ☐ Yes ☒ No	
		4. Highway Speed Limit <u>30</u> MPH ☒ Posted ☐ Statutory		5. Linear Referencing System (LRS Route ID) *	
		6. LRS Milepost *		7. Annual Average Daily Traffic (AADT) Year <u>2021</u> AADT <u>8120</u>	
		8. Estimated Percent Trucks <u>00</u> %		9. Regularly Used by School Buses? ☐ Yes ☒ No Average Number per Day _____	
		10. Emergency Services Route ☐ Yes ☐ No			
Submission Information - This information is used for administrative purposes and is not available on the public website.					
Submitted by <u>Mike Rodel</u> Organization <u>City of Southsbluff</u> Phone <u>308-630-6256</u> Date <u>4-1-24</u>					
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