



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

Regular Meeting
July 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. **Closed Session**
 - a) Council reserves the right to enter into closed session if deemed necessary if the item is on the agenda as per Section 84-1410 of the Nebraska Revised Statutes.
7. **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 June 17, 2024 Regular Meeting.
 - b) Council to set a public hearing for July 15, 2024 at 6:00 p.m. to receive a report from the LB840 Citizen Review Committee.
 - c) Council to set a public hearing for July 15, 2024 at 6:00 p.m. regarding the amended and renewed Economic Development Plan.

- d) Council to excuse Council Member Scanlan's absence from the June 17, 2024 Regular Meeting.
- e) Council to approve the Change Order from Eric Reichert Insulation & Construction, Inc. in the amount of \$15,710.75 for Paving District No. 314.
- f) Council to approve the appointment of Jana Bode to the Civil Service Commission, for the unexpired term ending September 30, 2027, due to the resignation of Dr. Thomas Perkins.
- g) Council to consider and take action on claims of the City.

8. Resolution & Ordinances

- a) Council to consider action on the second reading of the Ordinance amending Land Use Permit Fees.
- b) Council to consider action on the second reading of the Ordinance relating to fees for fire plan review and fire inspections.
- c) Council to consider action on the first reading of the Ordinance adopting the 2023 National Electric Code.
- d) Council to consider action on the first reading of the Ordinance to consider a plat vacation of Lot 2A & 2B McDonald's Subdivision a Replat of part of Lot 2, McDonald's Subdivision; Lot 2 McDonald's Subdivision; Lot 1, Masid Subdivision, a Replat of Lot A, Masid Subdivision and part of Lot 2, McDonald's Subdivision; Lot A Masid Subdivision a Subdivision of part of Tract 24, Goos Tracts; Part of Tract 23 and part of Tract 24, Goos Tracts.
- e) Council to consider action on the Preliminary Plat and Final Plat of Block 1, QM Bluffs Subdivision, and authorize the Mayor to sign the Resolution.

9. Reports from Staff, Boards & Commissions

- a) Council to discuss and consider action on an Economic Development Assistance Agreement with Walther Investment, LLC and authorize the Economic Development Program Administrator to sign the Agreement.

10. **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.

11. **Adjournment**

City of Scottsbluff, Nebraska

Monday, July 1, 2024

Regular Meeting

Item 7.a

Council to approve the minutes of the June 17, 2024 Regular Meeting.

Staff Contact: Kimberley Wright

Regular Meeting
June 17, 2024

The Scottsbluff City Council met in a regular meeting on June 17, 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 June 13, 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 June 13, 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, Matt Salomon, Jordan Colwell, 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.

Under public comment, Mr. Raul Fernandez, 2416 West Overland #5, Scottsbluff, NE approached Council. Mr. Fernandez handed out a packet containing items of his public comment, which included Mayor McKerrigan's Oath of Office, a warning citation from the Scottsbluff Police Department for "trespassing" and an email from Kevin Spencer responding to an email written by Mr. Fernandez to Mr. Spencer and Scottsbluff School Officials. He proceeded to thank Council for their hard work and allowing him to speak. He commented on Scottsbluff Public Schools and his efforts to be heard at School Board meetings and to be allowed on their property. He also commented on his freedoms and the grant the Police Department recently received for Broadway patrol.

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

- a) The minutes of the June 3, 2024 Regular Meeting be approved,
 - b) Council Member Colwell's absence be excused from the June 3, 2024 Regular Meeting,
 - c) The following claims be approved and paid as provided by law out of the respective funds designated in the list of claims dated June 17, 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.,VEH MAINT-PD,2950;ADVANCE AUTO PARTS,OIL 15W40 FORAPPARATUS,47.82;ALLOCOMMUNICATIONS,LLC,LOCAL TELEPHONE CHARGES,4178.06; ASSEMBLED PRODUCTS CORPORATION,CIP-PATROL CARS-PD,6295.2; ASSOCIATED SUPPLY CO, INC,DEPARTMENT SUPPLIES-REC,73.93;ATLANTIC SIGNAL LLC,CIP-SWAT HEADSETS-

PD,2715;AUTOZONE STORES, INC,REAR STOP LAMP - ENGINE 3,12.34;BEELINE SERVICE INC,TOW SERVICE-PD,1590;BEST PLUMBING HEATING & COOLING,BLDG MAINT PARK,1339.83;BLUFFS FACILITY SOLUTIONS,DEPARTMENT SUPPLIES-REC,2567.82; BUDGET DRAIN SERVICES LLC,CONTRACTUAL PARK,4605;CAPITAL BUSINESS SYSTEMS INC.,CONTRACTUAL-PD,126.96; CASH WA DISTRIBUTING,CONCESSION SUPPLIES-REC,1565.3;CELLCO PARTNERSHIP,TABLES, IPADS, CELL PHONES, GRIDSMART FOR TRANS.,1152.52;CITY OF GERING,DISPOSAL FEES-SAN,49232.48;CITY OF SCB,PETTY CASH,20.36;COLUMN SOFTWARE PBC,PUBLISHING,784.86;COMPUTER CONNECTION INC,CONTRACTUAL-PD,44;CONTRACTORS MATERIALS INC.,SUPP - DIAMOND BLADE,857.81;CROELLINC,DEPTSUP,664.47;DAVIDMGLENNJR., TUITION REIMBURSEMENT, 600;EAKES INC,DEP. SUP.,214.74; EBSCO INDUSTRIES, INC,SBSCR.,1520; ENVIRONMENTAL RESOURCE ASSOCIATES,CONTRACTUAL SVC,1340.12;ESSENTIAL FUEL LLC STORE #003,VEH MAINT-PD,150;FAT BOYS TIRE AND AUTO,VEH MAINT PARK,1633.99; FEDERAL EXPRESS CORPORATION, POSTAGE, 2612.59; FLOOD COMMUNICATIONS WEST, SEATBELT GRANTPD,4250;GRIESSPENCER,SCHOOLS&CONFPD,178;HAWKINS,INC.,CHEMICALS,7122.3 ;HOA SOLUTIONS, INC,EQUIP MAINT,175;HOLTZ INDUSTRIES, INC,DEPARTMENT SUPPLIES-SAN,1598.89; HONEY WAGON EXPRESS,CONTRACTUAL,450; HULLINGER GLASS & LOCKS INC.,DEPARTMENT SUPPLIES-REC,21;IDEAL LAUNDRY AND CLEANERS, INC.,JAN. SUP.,1090.03;INDEPENDENTPLUMBINGANDHEATING,INC,GROUNDMAINTPARK,1154.29;INT ERNALREVENUESERVICE,WITHHOLDINGS,77624.81;INTERNATIONAL ASSOCIATION OF ELECTRICAL INSPECTORS,MEMBERSHIP DS,120; INTRALINKS, INC,COMPUTERS FOR ADMIN BUILDING,26344.04;INVENTIVE WIRELESS OF NE, LLC,CONTRACTUAL SVC,411.7; JOHNSON KALEB,SCHOOLS & CONF-PD,45; KNOW HOW LLC,SOCKET SET W/HANDLE,3423.4;LEGACY COOPERATIVE,DIESEL FUEL-SAN,33854.28; LEXISNEXIS RISK DATA MANAGEMENT,CONSULTING-PD,200;M.C. SCHAFF & ASSOCIATES, INC,PROF SERV MAY 2024,9490;MACQUEEN EQUIPMENT INC,CONE PANEL FOR SWEEPER,30.7;MADISON NATIONAL LIFE,INSURANCE,3831.76; MASSIE ROYCE,SCHOOLS & CONF-PD,127; MATHESON TRI-GAS INC,DEPT SUPP PARK,133.16;MENARDS, INC,K9-DUKE - PD,871.55;MICHAEL BEEBE,CONTRACTUAL SVC,120;MIDWEST CONNECT, LLC,UB PROCESSING - MAY 2024,3677.22;MUNIMETRIX SYSTEMS CORP,CONTRACTUAL,39.99;NE CHILD SUPPORT PAYMENTCENTER,NECHILDSUPPORTPYBLE,1455.1;NEDEPTOFREVENUE,WITHHOLDINGS,2 3278.15;NEBRASKA INTERACTIVE, LLC,DRIVERS LIC REQ MAY 2024,67.5;NEBRASKA MACHINERYCO,EQUIPMAINT,226.2;NEBRASKAPUBLICPOWERDISTRICT,ELECTRIC,40701.46 ;NEBRASKA RURAL RADIO ASSOCIATION,RADIO ADS-SEAT BELT GRANT-PD,5415.2;NEBRASKALAND TIRE, INC,VEH MAINT-PD,1704.45;NEMNICH AUTOMOTIVE,VEH MAINT-PD,91.3; NEVCO, INC,EQUIPMENT MAINTENANCE-REC,99.19; NORTHWEST PIPE FITTINGS, INC. OF SCOTTSBLUFF,GROUND MAINT PARK,2862.86; NOVOTX LLC,PROF SERV CUSTOMCONFIG CONNECT, 10800; ONECALL CONCEPTS, INC, CONTRACTUAL, 168.18; O'REILLY AUTO ENTERPRISES, LLC,AIR FILTER, PROTECTANT FOR PICKUP,107.83;PAIGE MANNING,DOWNTOWN GARDEN MAINTENANCE - MAY,7197.5; PANHANDLE AUTOMOTIVE GROUP LLC,EQUIP MAINT CEM,311.97;PANHANDLE ENVIRONMENTAL SERVICES INC,CONTRACTUAL SVC,390;PARADISE PUMPERS LLC,CONTRACTUAL,665;PAUL REED CONSTRUCTION & SUPPLY, INC,GROUND MAINT PARK,840;PEPSI COLA OF WESTERN NEBRASKA, LLC,CONCESSIONS SUPPLIES-REC,587.15;PLATTE VALLEY BANK,HEALTH SAVINDS ACCT,9835.53;POMPS TIRE SERVICE INC,EQUIP MAINT,134.82;PT HOSE AND BEARING,PARTSFOR SWEEPERS,71.27;RADA, ZACKARY,SCHOOLS & CONF-PD,45;RAILROAD MANAGEMENT CO III, LLC,POWER LINE CROSSING,379.14;REAMS SPRINKLER SUPPLY

CO.,GROUND MAINT PARK,1161.84;RECOLLECT SYSTEMS INC,CONTRACUTAL SERVICES-SAN,7345.99;REGIONAL CARE INC,CLAIMS,27805.86; REGISTER OF DEEDS,LEGAL,194; RENTERIA JULIANA, CONSULTING PD, 70; REZPLOT SYSTEM LLC, CONTRACTUAL, 772; ROOSEVELT PUBLIC POWER DISTRICT,ELECTRIC POWER,3081.9;ROSE DREW, INC,DEP. SUP.,49.68;RUSSEL'S AUTOMOTIVE,VEH MAINT-PD,2669.57;S & S PLUMBING LLC,CITY HALL TOILET REPLACEMENT (3 TOILETS),1244.56;S M E C,EMPLOYEE DEDUCTION,120.5; SANDBERG IMPLEMENT, INC,EQUIP MAINT PARK,2835.04;SANDERS DAWUD,EVID CASH-PD,821;SCANLAN ANGELA,REIMBURSE A SCANLAN,40;SCB CO CLERK,2024 PRIMARY ELECTION,7078.23;SCB FIREFIGHTERS UNION LOCAL 1454,FIRE EE DUES,300; SCB IBEW 1597 UNION DUES,SCB IBEW 1597 UNION DUES,363.29;SCHLAGER JUSTIN,VEH MAINT-PD,475; SCOTTSBLUFF MOTOR CO, INC,BLOCK FOR PICKUP,351.31;SCOTTSBLUFF POLICE OFFICERS ASSOCIATION,POLICE EE DUES,897;SCOTTSBLUFF SCREENPRINTING & EMBROIDERY, LLC,UNIFORM & CLOTHING-REC,1064;SCOTTSBLUFF WINSUPPLY COMPANY,DEPT SUPP PARK,4.54;SHAGGYBUFFALO CARWASH LLC,VEH MAINT-PD,80;SHERWIN WILLIAMS,GLASS PAINT BEADS,4954.26;SIMMONS OLSEN LAW FIRM, P.C.,CONTRACTUAL,14871.79;SIMON CONTRACTORS,CONCRETE FOR STREET REPAIR,12610.54;SMITH BRANDON,DEPARTMENT SUPPLIES-SAN,4650;SNELL SERVICES INC.,BLDG. M.,726;SOUNDSLEEPER SECURITY INC.,CONTRACTUAL-PD,14.95;SOUTHERN UNIFORM AND TACTICAL INC,UNIFORM PANTS,1528.06;SWANK MOTION PICTURES INC,SPECIAL EVENTS-REC,495;TERRY D SCOTT,VEH MAINT PARK,467.01;THE PEAVEY CORP,INVEST SUPPL-PD,362.02;TRANS-WEST INC,FILTERS FOR BUCKET TRUCK,202.84;UNION BANK & TRUST,RETIREMENT,47092.99; VERIZON COMMUNICATIONS INC,GPS SERVICE,95.7;W & R INC,ELECTRICAL PARK,4416.51; WATER ENVIRONMENT FEDERATION,MEMBERSHIPS,85;WEITZEL JOHN,SCHOOLS & CONF-PD,76;WESTERN COOPERATIVE COMPANY,GROUND MAINT PARK,288.8;WESTERN COOPERATIVE COMPANY,DEPARTMENT SUPPLIES-SAN,1005.35;WESTERN PATHOLOGY CONSULTANTS, INC,DRUG/DOT DRUG TESTING MAY 2024,292; WHITING SIGNS,CIP-PATROL CARS-PD,300;WINCAN LLC,CONTRACTUAL SVC,7500;WYOMING CHILD SUPPORT ENFORCEMENT,CHILD SUPPORT,946.08;WYOMING FIRST AID & SAFETY SUPPLY, LLC,FIRST AID KIT SUPPLIES,139.01;YOUNG MEN'S CHRISTIAN ASSOCIATION OF SCOTTSBLUFF, NE,YMCA,894.93; REFUNDS; BEVERLY TOWER, 33.26; JUANA GARFIO, 2.57; CHEEMA INVESTMENT, LLC, 39.59

Finance Director, Lane Kizzire, came forward to present the May 2024 Financial Report. He went over line items on page one, which include Special Projects reflecting the LARM insurance payments for the hailstorm and Debt Service reflecting the Frank PID and SID, which both are now complete. He continued with page two showing the General Fund account balance up approximately \$151,000 due to receiving the first half property tax payment. Also, showing on page two, is a negative balance for the Cemetery fund, but stated he will transfer from the Perpetual Care Fund to cover expenses. In addition, Mr. Kizzire also alerted everyone to a new spreadsheet he inserted which shows each department's balances after accounting for expenditures and revenues. He concluded by informing Council the Budget Workshop will be held sometime the week of July 22nd.

Council Member Colwell moved, seconded by Council Member Salomon to approve the May 2024 Financial Report, "YEAS," Salomon, Vidlak, McKerrigan, and Colwell. "NAYS," None. Absent: Scanlan.

Mayor McKerrigan opened the public hearing at 6:12 p.m. to consider the proposed Ordinance Text Changes to Chapter 6 Article 6, Chapter 21 Article 1, and Chapter 25 Article 17 regarding Land Use Fees.

Mr. Zach Glaubius, Development Services Director, came forward and explained the new management permitting software cannot calculate different fees for the same application, so the City has been waiving a \$3.00 notice fee for quite some time. He added, because of this, and the current fees not being updated since 1995, the department has looked at amending the fees. Mr. Glaubius did note, however, before considering the proposed increase, cities of approximately the same size were contacted and it was found that their fees were in line or more expensive than Scottsbluff's fees. Additionally, the proposal was brought before the Planning Commission at their May meeting, where a positive recommendation was made.

There were no comments from the public or Council. Mayor McKerrigan closed the public hearing at 6:14 p.m.

Council introduced the Ordinance regarding proposed Ordinance Text Changes to Land Use Permit Fees and was read by title on first reading: **AN ORDINANCE OF THE CITY OF SCOTTSBLUFF, NEBRASKA AMENDING THE SCOTTSBLUFF MUNICIPAL CODE RELATING TO LAND USE PERMIT FEES IN CHAPTER 6, ARTICLE 6, SECTION 29, CHAPTER 21, ARTICLE 1, SECTIONS 65 AND 68 AND CHAPTER 25, ARTICLE 17, SECTION 3, REPEALING THE PRIOR SECTIONS OF THE MUNICIPAL CODE; PROVIDING FOR AN EFFECTIVE DATE AND PROVIDING FOR PUBLICATION IN PAMPHLET FORM.**

Regarding the Ordinance relating to fees for fire plan review and fire inspections, City Manager Spencer explained the Fire Department is doing the same thing as Development Services, however right before the meeting there was a fire call so Fire Chief Schingle will not be present to answer questions. He included the fees have not been changed since 1999 and will be in line with other related fees in the State.

Council then introduced the Ordinance relating to fees for fire plan review and fire inspections and was read by title on first reading: **AN ORDINANCE OF THE CITY OF SCOTTSBLUFF, NEBRASKA AMENDING AND REVISING SECTIONS 6-6-10.1 AND 6-6-10.2 OF THE SCOTTSBLUFF MUNICIPAL CODE RELATING TO FEES FOR PLAN REVIEW AND FIRE INSPECTIONS TO DETERMINE COMPLIANCE WITH THE FIRE PREVENTION CODE, REPEALING PRIOR SECTIONS, PROVIDING FOR AN EFFECTIVE DATE AND PROVIDING FOR PUBLICATION IN PAMPHLET FORM.**

Mr. Spencer came forward to present the bids for City Hall Hail Damage Repair. He explained we received two bids one from Ironclad Construction and the other from Twin City Roofing. Ironclad Construction's bid was the lowest at \$131,834.80 coming in under the engineers estimate of \$168,102.86; staff is recommending approval of the bid to Ironclad Construction.

Council Member Colwell made a motion, seconded by Council Member Vidlak to approve awarding the bid for City Hall Hail Damage Repair to Ironclad Construction in the amount of \$131,834.80, "YEAS," Colwell, Vidlak, McKerrigan, and Salomon. "NAYS," None. Absent: Scanlan.

Under Council Reports, Council Member Salomon reported the Humane Society did their annual budget report and the numbers look good. They received a large estate donation which will be set aside for now and put in a Certificate of Deposit for the funds to increase with interest; they plan on using the money in three to five years. He also reported on the Zoo, stating the new interim director, Kathy Randall, is in place. In addition, the swan has had babies, the zebra is pregnant with the baby due in July or August and the new mountain lion is being introduced to its surroundings. People are sponsoring exhibits which helps with expenses and they have \$130,000 left on a shovel ready grant to be used in the bird exhibit area. City Manager Spencer also added Heartland Express and the Welcoming Communities Conference are both on Thursday.

Council Member Colwell moved to adjourn the meeting at 6:21 p.m. The motion was seconded by Council Member Salomon. “YEAS,” McKerrigan, Salomon, Colwell, and Vidlak. “NAYS,” None. Absent: Scanlan.

Mayor

Attest:

City Clerk “SEAL”

City of Scottsbluff, Nebraska

Monday, July 1, 2024

Regular Meeting

Item 7.b

Council to set a public hearing for July 15, 2024 at 6:00 p.m. to receive a report from the LB840 Citizen Review Committee.

Staff Contact: Sharaya Toof

City of Scottsbluff, Nebraska

Monday, July 1, 2024

Regular Meeting

Item 7.c

Council to set a public hearing for July 15, 2024 at 6:00 p.m. regarding the amended and renewed Economic Development Plan.

Staff Contact: Sharaya Toof

City of Scottsbluff, Nebraska

Monday, July 1, 2024

Regular Meeting

Item 7.d

Council to excuse Council Member Scanlan's absence from the June 17, 2024 Regular Meeting.

Staff Contact: Kimberley Wright

City of Scottsbluff, Nebraska

Monday, July 1, 2024

Regular Meeting

Item 7.e

Council to approve the Change Order from Eric Reichert Insulation & Construction, Inc. in the amount of \$15,710.75 for Paving District No. 314.

Staff Contact: Mark Bohl

Change Order

No. 1

Date of Issuance: 6/19/2024

Effective Date: 6/19/2024

Project: Paving District No. 314	Owner: City of Scottsbluff	Owner's Contract No.:
Contract:		Date of Contract: 11/20/2023
Contractor: Eric Reichert Insulation & Construction, Inc.		Engineer's Project No.: RM220174

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

Description:

Adjust Quantities to final as built quantities and add item for subgrade stabilization with crushed concrete as areas of unsuitable material were encountered on Ave K.

Attachments (list documents supporting change):

Change Order #1 Breakdown

CHANGE IN CONTRACT PRICE:	CHANGE IN CONTRACT TIMES:
Original Contract Price: \$ <u>401,316.39</u>	Original Contract Times: ☐ Working days ☒ Calendar days Substantial completion (days or date): <u>75 days</u> Ready for final payment (days or date): <u>90 days</u>
Increase from previously approved Change Orders No. <u>0</u> to No. <u>0</u> : \$ <u>0.00</u>	Increase-from previously approved Change Orders No. <u>0</u> to No. <u>0</u> : Substantial completion (days): <u>0 days</u> Ready for final payment (days): <u>0 days</u>
Contract Price prior to this Change Order: \$ <u>401,316.39</u>	Contract Times prior to this Change Order: Substantial completion (days or date): <u>0 days</u> Ready for final payment (days or date): <u>0 days</u>
Increase of this Change Order: \$ <u>15,710.75</u>	Increase of this Change Order: Substantial completion (days or date): <u>0 days</u> Ready for final payment (days or date): <u>0 days</u>
Contract Price incorporating this change order: \$ <u>417,027.14</u>	Contract Times with all approved Change Orders: Substantial completion (days or date): <u>75 days</u> Ready for final payment (days or date): <u>90 days</u>

RECOMMENDED: By: <u>[Signature]</u> Engineer (Authorized Signature) Date: <u>06/19/2024</u> Approved by Funding Agency (if applicable): Date: _____	ACCEPTED: By: _____ Owner (Authorized Signature) Date: _____	ACCEPTED: By: <u>[Signature]</u> Contractor (Authorized Signature) Date: <u>6/21/24</u> Date: _____
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M.C. SCHAFF & ASSOCIATES, INC.
818 South Beltline Highway East
Scottsbluff, Nebraska 69361

CHANGE ORDER NO.

1

DATE:

June 19, 2024

CHANGE ORDER BREAKDOWN

CONTRACT FOR:
Paving District No. 314

OWNER:
City of Scottsbluff

TO: Eric Reichert Insulation & Construction, Inc.

(Contractor)

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

Description of Changes							
Item Nbr	Description	Unit	Unit Price	Bid. Qty.	This CO Qty	Total Qty	Amount of Change
5	Remove Existing Pavement, Curb, Sidewalk, Etc.	SF	\$1.16	2000	60	2060	\$69.60
6	8-Inch P.C. Concrete Pavement	SY	\$51.33	4500	-32	4468	(\$1,642.56)
5	30-Inch P.C. Concrete Curb & Gutter	LF	\$20.93	2200	-6	2194	(\$125.58)
6	5-Inch P.C. Concrete Sidewalk	SF	\$5.06	10000	-398	9602	(\$2,013.88)
8	6-Inch P.C. Concrete Sidewalk	SF	\$6.48	750	-7	743	(\$45.36)
11	8-Inch P.C. Concrete Driveway	SF	\$8.78	1500	-50	1450	(\$439.00)
17	Seeding & Mulch	ACRES	\$4,267.50	1	0.75	1.75	\$3,200.63
18	Subgrade Stabilization	TONS	\$70.00	0	238.67	238.67	\$16,706.90
TOTAL VALUE FOR CHANGE ORDER NO. 2							\$15,710.75

City of Scottsbluff, Nebraska

Monday, July 1, 2024

Regular Meeting

Item 7.f

Council to approve the appointment of Jana Bode to the Civil Service Commission, for the unexpired term ending September 30, 2027, due to the resignation of Dr. Thomas Perkins.

Staff Contact:

City of Scottsbluff, Nebraska

Monday, July 1, 2024

Regular Meeting

Item 7.g

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

Staff Contact:



City of Scottsbluff, NE

Expense Approval Report

By Vendor Name

Post Dates 6/18/2024 - 7/1/2024

Description (Payable)	Account Name	Amount
Vendor: 08424 - 21st CENTURY WATER TEHNOLOGIES, LLC		
Fund: 111 - GENERAL		
GROUND MAINT PARK	GROUNDS MAINTENANCE	570.22
		Fund 111 - GENERAL Total:
		570.22
Vendor 08424 - 21st CENTURY WATER TEHNOLOGIES, LLC Total:		570.22
Vendor: 09702 - AC ELECTRIC MOTOR SERVICE		
Fund: 111 - GENERAL		
Equipment Maintenance-REC	EQUIPMENT MAINTENANCE	2,117.86
Equipment Maintenance-REC	EQUIPMENT MAINTENANCE	280.11
		Fund 111 - GENERAL Total:
		2,397.97
Vendor 09702 - AC ELECTRIC MOTOR SERVICE Total:		2,397.97
Vendor: 06891 - ANDERSON-SHAW CONSTRUCTION, INC		
Fund: 111 - GENERAL		
BLDG MAINT-PD	BUILDING MAINTENANCE	3,813.23
		Fund 111 - GENERAL Total:
		3,813.23
Vendor 06891 - ANDERSON-SHAW CONSTRUCTION, INC Total:		3,813.23
Vendor: 02118 - ANITA'S GREENSCAPING INC		
Fund: 111 - GENERAL		
DEPT SUPP PARK	DEPARTMENT SUPPLIES	804.96
Bldg. Main.	BUILDING MAINTENANCE	320.00
		Fund 111 - GENERAL Total:
		1,124.96
Vendor 02118 - ANITA'S GREENSCAPING INC Total:		1,124.96
Vendor: 05044 - ASSOCIATED SUPPLY CO, INC		
Fund: 111 - GENERAL		
Department Supplies-REC	DEPARTMENT SUPPLIES	1,939.81
Equipment Maintenance-REC	EQUIPMENT MAINTENANCE	442.79
		Fund 111 - GENERAL Total:
		2,382.60
Vendor 05044 - ASSOCIATED SUPPLY CO, INC Total:		2,382.60
Vendor: 00538 - BARCO MUNICIPAL PRODUCTS INC		
Fund: 212 - STREETS		
BREAKAWAY POSTS, ANCHORS..	DEPARTMENT SUPPLIES	2,767.63
		Fund 212 - STREETS Total:
		2,767.63
Vendor 00538 - BARCO MUNICIPAL PRODUCTS INC Total:		2,767.63
Vendor: 09772 - BERNHARDT JUSTIN		
Fund: 111 - GENERAL		
TOW SERVICE-PD	CONTRACTUAL SERVICES	275.00
		Fund 111 - GENERAL Total:
		275.00
Vendor 09772 - BERNHARDT JUSTIN Total:		275.00
Vendor: 09716 - BLACK HILLS GAS DISTRIBUTION LLC		
Fund: 111 - GENERAL		
Monthly Energy Bill	HEATING FUEL	46.42
Monthly Energy Bill	HEATING FUEL	51.11
Monthly Energy Bill	HEATING FUEL	51.11
Monthly Energy Bill	HEATING FUEL	40.30
Monthly Energy Bill	HEATING FUEL	90.97
Monthly Energy Bill	HEATING FUEL	40.30
Monthly Energy Bill	HEATING FUEL	5,037.04
Monthly Energy Bill	HEATING FUEL	79.78
		Fund 111 - GENERAL Total:
		5,437.03

Expense Approval Report

Post Dates: 6/18/2024 - 7/1/2024

Description (Payable)	Account Name	Amount
Fund: 212 - STREETS		
Monthly Energy Bill	HEATING FUEL	213.74
Fund 212 - STREETS Total:		213.74
Fund: 621 - ENVIRONMENTAL SERVICES		
Monthly Energy Bill	HEATING FUEL	53.76
Fund 621 - ENVIRONMENTAL SERVICES Total:		53.76
Fund: 641 - WATER		
Monthly Energy Bill	HEATING FUEL	161.20
Fund 641 - WATER Total:		161.20
Vendor 09716 - BLACK HILLS GAS DISTRIBUTION LLC Total:		5,865.73
Vendor: 10573 - BLEHM DALE		
Fund: 111 - GENERAL		
RECONGNITION FOR EMPL	MISCELLANEOUS	328.00
Fund 111 - GENERAL Total:		328.00
Vendor 10573 - BLEHM DALE Total:		328.00
Vendor: 09886 - BUDGET DRAIN SERVICES LLC		
Fund: 111 - GENERAL		
BLDG MAINT PARK	BUILDING MAINTENANCE	2,025.00
Fund 111 - GENERAL Total:		2,025.00
Vendor 09886 - BUDGET DRAIN SERVICES LLC Total:		2,025.00
Vendor: 01986 - BULK TRANSPORT COMPANY WEST INC		
Fund: 111 - GENERAL		
GROUND MAINT PARK	GROUNDS MAINTENANCE	776.19
GROUND MAINT PARK	GROUNDS MAINTENANCE	920.72
Fund 111 - GENERAL Total:		1,696.91
Vendor 01986 - BULK TRANSPORT COMPANY WEST INC Total:		1,696.91
Vendor: 00735 - CAPITAL BUSINESS SYSTEMS INC.		
Fund: 111 - GENERAL		
Cont. Svcs.	CONTRACTUAL SERVICES	250.33
EQUIP MAINT ADM	EQUIPMENT MAINTENANCE	214.39
Fund 111 - GENERAL Total:		464.72
Fund: 212 - STREETS		
COPIER SERVICE	CONTRACTUAL SERVICES	35.02
Fund 212 - STREETS Total:		35.02
Vendor 00735 - CAPITAL BUSINESS SYSTEMS INC. Total:		499.74
Vendor: 00055 - CARR- TRUMBULL LUMBER CO, INC.		
Fund: 212 - STREETS		
SUPP - 2 X 4 HEM FIR	DEPARTMENT SUPPLIES	35.56
SUPP - 2 X 4 HEM FIR	DEPARTMENT SUPPLIES	11.85
Fund 212 - STREETS Total:		47.41
Vendor 00055 - CARR- TRUMBULL LUMBER CO, INC. Total:		47.41
Vendor: 00787 - CASH WA DISTRIBUTING		
Fund: 111 - GENERAL		
Concession Supplies-REC	CONCESSION SUPPLIES	-31.60
Fund 111 - GENERAL Total:		-31.60
Vendor 00787 - CASH WA DISTRIBUTING Total:		-31.60
Vendor: 07911 - CELLCO PARTNERSHIP		
Fund: 111 - GENERAL		
CELL PHONE PARK	CELLULAR PHONE	85.72
JUNE CELLULAR DATA	CELLULAR PHONE	275.73
CELL PHONES-PD	PHONE & INTERNET	1,419.95
Fund 111 - GENERAL Total:		1,781.40
Vendor 07911 - CELLCO PARTNERSHIP Total:		1,781.40

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Description (Payable)	Account Name	Amount
Vendor: 10245 - CEM SALES & SERVICE		
Fund: 111 - GENERAL		
Department Supplies-REC	DEPARTMENT SUPPLIES	4,969.31
Fund 111 - GENERAL Total:		4,969.31
Vendor 10245 - CEM SALES & SERVICE Total:		4,969.31
Vendor: 00367 - CITY OF SCB		
Fund: 111 - GENERAL		
SCHOOLS & CONF-PD	SCHOOL & CONFERENCE	34.82
PETTY CASH	DEPARTMENT SUPPLIES	9.00
Fund 111 - GENERAL Total:		43.82
Vendor 00367 - CITY OF SCB Total:		43.82
Vendor: 10572 - CLARK MITCHELL		
Fund: 631 - WASTEWATER		
SCHOOLS & CONF	SCHOOL & CONFERENCE	279.00
Fund 631 - WASTEWATER Total:		279.00
Vendor 10572 - CLARK MITCHELL Total:		279.00
Vendor: 10535 - COLUMN SOFTWARE PBC		
Fund: 111 - GENERAL		
LEGAL PUB-PD	LEGAL PUBLICATIONS	109.73
Fund 111 - GENERAL Total:		109.73
Vendor 10535 - COLUMN SOFTWARE PBC Total:		109.73
Vendor: 09824 - CORE & MAIN LP		
Fund: 641 - WATER		
METERS	METERS	298.40
Fund 641 - WATER Total:		298.40
Vendor 09824 - CORE & MAIN LP Total:		298.40
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	28.14
Monthly Long Distance	PHONE & INTERNET	6.71
Monthly Long Distance	PHONE & INTERNET	2.35
Monthly Long Distance	PHONE & INTERNET	2.35
Fund 111 - GENERAL Total:		50.36
Fund: 212 - STREETS		
Monthly Long Distance	PHONE & INTERNET	6.72
Fund 212 - STREETS Total:		6.72
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	4.31
Fund 621 - ENVIRONMENTAL SERVICES Total:		4.31
Fund: 631 - WASTEWATER		
Monthly Long Distance	PHONE & INTERNET	2.21
Fund 631 - WASTEWATER Total:		2.21

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Description (Payable)	Account Name	Amount
Fund: 641 - WATER		
Monthly Long Distance	PHONE & INTERNET	1.89
	Fund 641 - WATER Total:	1.89
Fund: 661 - STORMWATER		
Monthly Long Distance	PHONE & INTERNET	1.62
	Fund 661 - STORMWATER Total:	1.62
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:	68.99
Vendor: 10473 - EJS SUPPLY LLC		
Fund: 621 - ENVIRONMENTAL SERVICES		
Department Supplies-SAN	DEPARTMENT SUPPLIES	6,958.00
	Fund 621 - ENVIRONMENTAL SERVICES Total:	6,958.00
	Vendor 10473 - EJS SUPPLY LLC Total:	6,958.00
Vendor: 09751 - FAIRBANKS SCALES INC		
Fund: 621 - ENVIRONMENTAL SERVICES		
DEPT SUP	DEPARTMENT SUPPLIES	470.08
	Fund 621 - ENVIRONMENTAL SERVICES Total:	470.08
Fund: 631 - WASTEWATER		
DEPT SUP	DEPARTMENT SUPPLIES	470.07
	Fund 631 - WASTEWATER Total:	470.07
	Vendor 09751 - FAIRBANKS SCALES INC Total:	940.15
Vendor: 02460 - FASTENAL COMPANY		
Fund: 631 - WASTEWATER		
DEPT SUP	DEPARTMENT SUPPLIES	22.41
	Fund 631 - WASTEWATER Total:	22.41
	Vendor 02460 - FASTENAL COMPANY Total:	22.41
Vendor: 00548 - FEDERAL EXPRESS CORPORATION		
Fund: 641 - WATER		
POSTAGE	POSTAGE	1,504.56
POSTAGE	POSTAGE	184.90
POSTAGE	POSTAGE	127.59
POSTAGE	POSTAGE	596.58
	Fund 641 - WATER Total:	2,413.63
	Vendor 00548 - FEDERAL EXPRESS CORPORATION Total:	2,413.63
Vendor: 00794 - FLOYD'S TRUCK CENTER SCOTTSBLUFF		
Fund: 621 - ENVIRONMENTAL SERVICES		
Vehicle Maintenance-SAN	VEHICLE MAINTENANCE	3,028.25
	Fund 621 - ENVIRONMENTAL SERVICES Total:	3,028.25
	Vendor 00794 - FLOYD'S TRUCK CENTER SCOTTSBLUFF Total:	3,028.25
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: 111 - GENERAL		
RECRUITMENT	RECRUITMENT	2,000.00
	Fund 111 - GENERAL Total:	2,000.00
Fund: 661 - STORMWATER		
Tri-City Stormwater TV PSAs ...	CONTRACTUAL SERVICES	1,000.00

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Description (Payable)	Account Name	Amount
Tri City Stormwater Web and ...	CONTRACTUAL SERVICES	1,500.00
Fund 661 - STORMWATER Total:		2,500.00
Vendor 09610 - GRAY TELEVISION GROUP INC Total:		4,500.00
Vendor: 10459 - GREAT PLAINS UNIFORMS LLC		
Fund: 218 - PUBLIC SAFETY		
CIP-BODY ARMOR	DEPARTMENT SUPPLIES	4,062.35
Fund 218 - PUBLIC SAFETY Total:		4,062.35
Vendor 10459 - GREAT PLAINS UNIFORMS LLC Total:		4,062.35
Vendor: 10431 - GWIN SEAN		
Fund: 111 - GENERAL		
PER DIEM FOR ADVANCED AE...	SCHOOL & CONFERENCE	186.00
Fund 111 - GENERAL Total:		186.00
Vendor 10431 - GWIN SEAN Total:		186.00
Vendor: 04371 - HAWKINS, INC.		
Fund: 641 - WATER		
CHEMICALS	CHEMICALS	1,793.41
CHEMICALS	CHEMICALS	3,395.15
Fund 641 - WATER Total:		5,188.56
Vendor 04371 - HAWKINS, INC. Total:		5,188.56
Vendor: 10439 - HD SUPPLY INC		
Fund: 631 - WASTEWATER		
DEPT SUP	DEPARTMENT SUPPLIES	1,105.59
Fund 631 - WASTEWATER Total:		1,105.59
Vendor 10439 - HD SUPPLY INC Total:		1,105.59
Vendor: 05667 - HOA SOLUTIONS, INC		
Fund: 641 - WATER		
EQUIP MAINT	EQUIPMENT MAINTENANCE	677.57
Fund 641 - WATER Total:		677.57
Vendor 05667 - HOA SOLUTIONS, INC Total:		677.57
Vendor: 00299 - HULLINGER GLASS & LOCKS INC.		
Fund: 111 - GENERAL		
BLDG MAINT-PD	BUILDING MAINTENANCE	342.50
BLDG MAINT-PD	BUILDING MAINTENANCE	342.50
Fund 111 - GENERAL Total:		685.00
Vendor 00299 - HULLINGER GLASS & LOCKS INC. Total:		685.00
Vendor: 08154 - INTERNAL REVENUE SERVICE		
Fund: 713 - CASH & INVESTMENT POOL		
FEDERAL	MEDICARE W/H EE PAYABLE	4,816.00
FEDERAL	MEDICARE W/H EE PAYABLE	4,816.00
FEDERAL	FICA W/H EE PAYABLE	17,892.61
FEDERAL	FICA W/H EE PAYABLE	17,892.61
FEDERAL	FED W/H EE PAYABLE	26,677.94
Fund 713 - CASH & INVESTMENT POOL Total:		72,095.16
Vendor 08154 - INTERNAL REVENUE SERVICE Total:		72,095.16
Vendor: 06131 - JOHN DEERE FINANCIAL		
Fund: 212 - STREETS		
SUPP - POUR SPOUT, GAS CAN	DEPARTMENT SUPPLIES	26.48
PUMP, BRASS PRO MENDER, ...	EQUIPMENT MAINTENANCE	293.96
PROPANE FOR THERMAL PLAS...	OTHER FUEL	26.16
Fund 212 - STREETS Total:		346.60
Fund: 621 - ENVIRONMENTAL SERVICES		
Department Supplies-SAN	DEPARTMENT SUPPLIES	139.98
Fund 621 - ENVIRONMENTAL SERVICES Total:		139.98
Vendor 06131 - JOHN DEERE FINANCIAL Total:		486.58

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Description (Payable)	Account Name	Amount
Vendor: 08067 - JOHN DEERE FINANCIAL		
Fund: 111 - GENERAL		
CLOTHING UNIFORMS PARK	UNIFORMS & CLOTHING	-4.12
DEPT SUPP PARK	DEPARTMENT SUPPLIES	79.07
CLOTHING UNIFORM PARK	UNIFORMS & CLOTHING	49.97
DEPT SUPP PARK	DEPARTMENT SUPPLIES	76.80
DEPT SUPP PARK	DEPARTMENT SUPPLIES	1.89
DEPT SUPP PARK	DEPARTMENT SUPPLIES	29.99
UNIFORMS CLOTHING PARK	UNIFORMS & CLOTHING	13.99
Fund 111 - GENERAL Total:		247.59
Vendor 08067 - JOHN DEERE FINANCIAL Total:		247.59
Vendor: 09474 - JOHN DEERE FINANCIAL		
Fund: 111 - GENERAL		
EQUIP MAINT PARK	EQUIPMENT MAINTENANCE	44.53
EQUIP MAINT PARK	EQUIPMENT MAINTENANCE	371.42
EQUIP MAINT PARK	EQUIPMENT MAINTENANCE	58.32
EQUIP MAINT PARK	EQUIPMENT MAINTENANCE	3,630.60
EQUIP MAINT PARK	EQUIPMENT MAINTENANCE	333.15
Fund 111 - GENERAL Total:		4,438.02
Vendor 09474 - JOHN DEERE FINANCIAL Total:		4,438.02
Vendor: 04892 - LEAGUE ASSOCIATION OF RISK MANAGEMENT		
Fund: 111 - GENERAL		
VEH INS	VEHICLE INSURANCE	-82.87
VEH INS	VEHICLE INSURANCE	189.87
VEH INS PD	VEHICLE INSURANCE	-216.12
Fund 111 - GENERAL Total:		-109.12
Vendor 04892 - LEAGUE ASSOCIATION OF RISK MANAGEMENT Total:		-109.12
Vendor: 09746 - LEAL NOHEMI		
Fund: 111 - GENERAL		
CONSULTING-PD	CONSULTING SERVICES	35.00
Fund 111 - GENERAL Total:		35.00
Vendor 09746 - LEAL NOHEMI Total:		35.00
Vendor: 09462 - LIGHTHOUSE ELECTRICAL CONTRACTORS, LLC		
Fund: 111 - GENERAL		
Bldg. Main.	BUILDING MAINTENANCE	302.12
Fund 111 - GENERAL Total:		302.12
Vendor 09462 - LIGHTHOUSE ELECTRICAL CONTRACTORS, LLC Total:		302.12
Vendor: 10228 - LORE BRIAN & LORI		
Fund: 111 - GENERAL		
CONTRACTUAL	CONTRACTUAL SERVICES	1,550.00
Fund 111 - GENERAL Total:		1,550.00
Vendor 10228 - LORE BRIAN & LORI Total:		1,550.00
Vendor: 07628 - MENARDS, INC		
Fund: 111 - GENERAL		
Department Supplies-REC	DEPARTMENT SUPPLIES	48.62
GROUND MAINT PARK	GROUNDS MAINTENANCE	50.37
DEPT SUPP PARK	DEPARTMENT SUPPLIES	105.39
Department Supplies-REC	DEPARTMENT SUPPLIES	68.90
DEPT SUPPL-PD	DEPARTMENT SUPPLIES	8.96
MOUSE BAIT, TRAPS	DEPARTMENT SUPPLIES	32.78
DEPT SUPP PARK	DEPARTMENT SUPPLIES	27.87
VEH MAINT PARK	VEHICLE MAINTENANCE	52.96
BLDG MAINT PARK	BUILDING MAINTENANCE	80.95
DEPT SUPP PARK	DEPARTMENT SUPPLIES	104.97
DEPT SUPP PARK	DEPARTMENT SUPPLIES	149.85
DEPT SUPP PARK	DEPARTMENT SUPPLIES	-80.19

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Description (Payable)	Account Name	Amount
DEPT SUPP PARK	DEPARTMENT SUPPLIES	15.99
Fund 111 - GENERAL Total:		667.42
Fund: 212 - STREETS		
CARB CLEANER, WHITE GREASE	DEPARTMENT SUPPLIES	52.92
SUPP - TOGGLE	DEPARTMENT SUPPLIES	0.85
SUPP - ACRYLIC SHEET, JIGSA...	DEPARTMENT SUPPLIES	40.17
SUPP - PLUMBERS PUTTY, ST...	DEPARTMENT SUPPLIES	8.73
Fund 212 - STREETS Total:		102.67
Fund: 213 - CEMETERY		
DEPT SUPP CEM	DEPARTMENT SUPPLIES	19.43
DEPT SUPP CEM	DEPARTMENT SUPPLIES	37.63
DEPT SUPP CEM	DEPARTMENT SUPPLIES	46.63
Fund 213 - CEMETERY Total:		103.69
Fund: 215 - SPECIAL PROJECTS		
SPECIAL PROJECT	INSURED REPAIRS/REPLACE	40.17
Fund 215 - SPECIAL PROJECTS Total:		40.17
Fund: 621 - ENVIRONMENTAL SERVICES		
Department Supplies-SAN	DEPARTMENT SUPPLIES	49.99
DEPT SUP	DEPARTMENT SUPPLIES	9.86
Fund 621 - ENVIRONMENTAL SERVICES Total:		59.85
Fund: 631 - WASTEWATER		
DEPT SUP	DEPARTMENT SUPPLIES	11.37
DEPT SUP	DEPARTMENT SUPPLIES	9.86
DEPT SUP	DEPARTMENT SUPPLIES	170.88
Fund 631 - WASTEWATER Total:		192.11
Vendor 07628 - MENARDS, INC Total:		1,165.91
Vendor: 10574 - MONTES RACHEL		
Fund: 213 - CEMETERY		
QUITCLAIM DEED	MISCELLANEOUS	125.00
Fund 213 - CEMETERY Total:		125.00
Vendor 10574 - MONTES RACHEL Total:		125.00
Vendor: 00490 - MUNICIPAL SUPPLY INC. OF NEBRASKA		
Fund: 641 - WATER		
DEPT SUP	DEPARTMENT SUPPLIES	1,262.04
Fund 641 - WATER Total:		1,262.04
Vendor 00490 - MUNICIPAL SUPPLY INC. OF NEBRASKA Total:		1,262.04
Vendor: 02569 - MUNIMETRIX SYSTEMS CORP		
Fund: 111 - GENERAL		
CONTRACTUAL	CONTRACTUAL SERVICES	39.99
Fund 111 - GENERAL Total:		39.99
Vendor 02569 - MUNIMETRIX SYSTEMS CORP Total:		39.99
Vendor: 04082 - NE CHILD SUPPORT PAYMENT CENTER		
Fund: 713 - CASH & INVESTMENT POOL		
NE CHILD SUPPORT PYBLE	CHILD SUPPORT EE PAY	1,355.10
Fund 713 - CASH & INVESTMENT POOL Total:		1,355.10
Vendor 04082 - NE CHILD SUPPORT PAYMENT CENTER Total:		1,355.10
Vendor: 00942 - NE DEPT OF ENVIRONMENTAL QUALITY		
Fund: 631 - WASTEWATER		
SCHOOLS & CONF	SCHOOL & CONFERENCE	150.00
Fund 631 - WASTEWATER Total:		150.00
Vendor 00942 - NE DEPT OF ENVIRONMENTAL QUALITY Total:		150.00
Vendor: 00797 - NE DEPT OF REVENUE		
Fund: 111 - GENERAL		
TAXES	SALES TAX PAYABLE	1,059.95

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Description (Payable)	Account Name	Amount
LODGING TAX	LEGAL FEES	538.88
Fund 111 - GENERAL Total:		1,598.83
Fund: 621 - ENVIRONMENTAL SERVICES		
TAXES	SALES TAX PAYABLE	150.99
Fund 621 - ENVIRONMENTAL SERVICES Total:		150.99
Fund: 631 - WASTEWATER		
TAXES	SALES TAX PAYABLE	15,100.57
Fund 631 - WASTEWATER Total:		15,100.57
Fund: 641 - WATER		
TAXES	SALES TAX PAYABLE	2,545.11
Fund 641 - WATER Total:		2,545.11
Fund: 661 - STORMWATER		
TAXES	SALES TAX PAYABLE	989.54
Fund 661 - STORMWATER Total:		989.54
Vendor 00797 - NE DEPT OF REVENUE Total:		20,385.04
Vendor: 00578 - NEBRASKA PUBLIC POWER DISTRICT		
Fund: 631 - WASTEWATER		
ELECTRICITY	ELECTRIC POWER	10,956.83
ELECTRICITY	ELECTRIC POWER	156.36
Fund 631 - WASTEWATER Total:		11,113.19
Fund: 641 - WATER		
ELECTRICITY	ELECTRIC POWER	6,092.63
ELECTRICITY	ELECTRIC POWER	6,340.57
Fund 641 - WATER Total:		12,433.20
Vendor 00578 - NEBRASKA PUBLIC POWER DISTRICT Total:		23,546.39
Vendor: 08026 - NORTHERN LAKE SERVICE, INC		
Fund: 641 - WATER		
SAMPLES	SAMPLES	7,400.00
Fund 641 - WATER Total:		7,400.00
Vendor 08026 - NORTHERN LAKE SERVICE, INC Total:		7,400.00
Vendor: 10322 - NOVOTX LLC		
Fund: 111 - GENERAL		
PROF SERV - CUSTOM CONFIG .. CONTRACTUAL SERVICES		108.00
PROF SERV - CUSTOM CONFIG .. EQUIPMENT		9,936.00
PROF SERV - CUSTOM CONFIG .. EQUIPMENT		756.00
Fund 111 - GENERAL Total:		10,800.00
Vendor 10322 - NOVOTX LLC Total:		10,800.00
Vendor: 00487 - PANHANDLE ENVIRONMENTAL SERVICES INC		
Fund: 631 - WASTEWATER		
CONTRACTUAL SVC	CONTRACTUAL SERVICES	157.00
Fund 631 - WASTEWATER Total:		157.00
Fund: 641 - WATER		
SAMPLES	SAMPLES	100.00
SAMPLES	SAMPLES	100.00
Fund 641 - WATER Total:		200.00
Vendor 00487 - PANHANDLE ENVIRONMENTAL SERVICES INC Total:		357.00
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

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Description (Payable)	Account Name	Amount
Vendor: 09936 - PANHANDLE PARTNERSHIP FOR HEALTH & HUMAN SERVICES		
Fund: 224 - ECONOMIC DEVELOPMENT		
MEMBERSHIP	MEMBERSHIPS	100.00
Fund 224 - ECONOMIC DEVELOPMENT Total:		100.00
Vendor 09936 - PANHANDLE PARTNERSHIP FOR HEALTH & HUMAN SERVICES Total:		100.00
Vendor: 10342 - PETERSON JUSTUS		
Fund: 111 - GENERAL		
SCHOOLS & CONF-PD	SCHOOL & CONFERENCE	178.00
Fund 111 - GENERAL Total:		178.00
Vendor 10342 - PETERSON JUSTUS Total:		178.00
Vendor: 01276 - PLATTE VALLEY BANK		
Fund: 713 - CASH & INVESTMENT POOL		
HEALTH SAVINGS ACCOUNT	HSA EE PAYABLE	9,760.53
Fund 713 - CASH & INVESTMENT POOL Total:		9,760.53
Vendor 01276 - PLATTE VALLEY BANK Total:		9,760.53
Vendor: 07838 - QUADIENT LEASING USA INC		
Fund: 111 - GENERAL		
Cont. Svcs.	CONTRACTUAL SERVICES	390.35
Fund 111 - GENERAL Total:		390.35
Vendor 07838 - QUADIENT LEASING USA INC Total:		390.35
Vendor: 00266 - QUILL CORPORATION		
Fund: 111 - GENERAL		
INVEST SUPPL-PD	INVESTIGATIVE EXPENSES	23.59
DEPT SUPPL-PD	DEPARTMENT SUPPLIES	257.44
INVEST SUPPL-PD	INVESTIGATIVE EXPENSES	34.99
DEPT SUPPL-PD	DEPARTMENT SUPPLIES	69.41
DEPT SUPPL-PD	DEPARTMENT SUPPLIES	20.55
DEPT SUPPL-PD	DEPARTMENT SUPPLIES	69.41
DEPT SUPP ADM	DEPARTMENT SUPPLIES	23.63
DEPT SUPPL-PD	DEPARTMENT SUPPLIES	249.68
INVEST SUPPL-PD	INVESTIGATIVE EXPENSES	49.58
Fund 111 - GENERAL Total:		798.28
Vendor 00266 - QUILL CORPORATION Total:		798.28
Vendor: 01502 - REAMS SPRINKLER SUPPLY CO.		
Fund: 111 - GENERAL		
GROUND MAINT PARK	GROUNDS MAINTENANCE	879.91
GROUND MAINT PARK	GROUNDS MAINTENANCE	439.02
Fund 111 - GENERAL Total:		1,318.93
Vendor 01502 - REAMS SPRINKLER SUPPLY CO. Total:		1,318.93
Vendor: 04089 - REGIONAL CARE INC		
Fund: 812 - HEALTH INSURANCE		
CLAIMS	CLAIMS EXPENSE	8,632.30
FLEX FUNDING	FLEXIBLE BENFT EXPENSES	315.00
HEALTH INS PREM JULY 2024	PREMIUM EXPENSE	46,214.42
Fund 812 - HEALTH INSURANCE Total:		55,161.72
Vendor 04089 - REGIONAL CARE INC Total:		55,161.72
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

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Description (Payable)	Account Name	Amount
Vendor: 09895 - ROALKVAN DREW		
Fund: 111 - GENERAL		
SCHOOLS & CONF-PD	SCHOOL & CONFERENCE	178.00
Fund 111 - GENERAL Total:		178.00
Vendor 09895 - ROALKVAN DREW Total:		178.00
Vendor: 04311 - ROSE DREW, INC		
Fund: 111 - GENERAL		
Dep. Sup.	DEPARTMENT SUPPLIES	198.72
Fund 111 - GENERAL Total:		198.72
Vendor 04311 - ROSE DREW, INC Total:		198.72
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: 02531 - SCB FIREFIGHTERS UNION LOCAL 1454		
Fund: 713 - CASH & INVESTMENT POOL		
FIRE EE DUES	FIRE UNION DUES EE PAY	280.00
Fund 713 - CASH & INVESTMENT POOL Total:		280.00
Vendor 02531 - SCB FIREFIGHTERS UNION LOCAL 1454 Total:		280.00
Vendor: 00852 - SCOTTS BLUFF COUNTY COURT		
Fund: 111 - GENERAL		
LEGAL FEES-PD	LEGAL FEES	246.00
Fund 111 - GENERAL Total:		246.00
Vendor 00852 - SCOTTS BLUFF COUNTY COURT Total:		246.00
Vendor: 00273 - SCOTTSBLUFF POLICE OFFICERS ASSOCIATION		
Fund: 713 - CASH & INVESTMENT POOL		
POLICE EE DUES	POL UNION DUES EE PAY	897.00
Fund 713 - CASH & INVESTMENT POOL Total:		897.00
Vendor 00273 - SCOTTSBLUFF POLICE OFFICERS ASSOCIATION Total:		897.00
Vendor: 01271 - SCOTTSBLUFF SCREENPRINTING & EMBROIDERY, LLC		
Fund: 111 - GENERAL		
DEPT SUPP ADM	DEPARTMENT SUPPLIES	84.00
Fund 111 - GENERAL Total:		84.00
Vendor 01271 - SCOTTSBLUFF SCREENPRINTING & EMBROIDERY, LLC Total:		84.00
Vendor: 10396 - SHARAYA TOOF		
Fund: 224 - ECONOMIC DEVELOPMENT		
NEDA TRAVEL EXPENSE	SCHOOL & CONFERENCE	22.73
Fund 224 - ECONOMIC DEVELOPMENT Total:		22.73
Vendor 10396 - SHARAYA TOOF Total:		22.73
Vendor: 00684 - SHERIFF'S OFFICE		
Fund: 111 - GENERAL		
LEGAL FEES-PD	LEGAL FEES	9.00
LEGAL FEES-PD	LEGAL FEES	32.70
LEGAL FEES-PD	LEGAL FEES	23.60
LEGAL FEES-PD	LEGAL FEES	14.40
LEGAL FEES-PD	LEGAL FEES	10.20
LEGAL FEES-PD	LEGAL FEES	10.20
LEGAL FEES-PD	LEGAL FEES	22.20
LEGAL FEES-PD	LEGAL FEES	9.00
LEGAL FEES-PD	LEGAL FEES	26.40
LEGAL FEES-PD	LEGAL FEES	26.40
LEGAL FEES-PD	LEGAL FEES	8.80
LEGAL FEES-PD	LEGAL FEES	50.20
LEGAL FEES-PD	LEGAL FEES	9.00

Expense Approval Report

Post Dates: 6/18/2024 - 7/1/2024

Description (Payable)	Account Name	Amount
LEGAL FEES-PD	LEGAL FEES	26.40
Fund 111 - GENERAL Total:		278.50
Vendor 00684 - SHERIFF'S OFFICE Total:		278.50
Vendor: 09663 - SOUNDSLEEPER SECURITY INC.		
Fund: 111 - GENERAL		
CITY HALL MAINT	CONTRACTUAL SERVICES	700.00
INVESTIGATION-PD	INVESTIGATIVE EXPENSES	85.00
Fund 111 - GENERAL Total:		785.00
Fund: 212 - STREETS		
MAINTENANCE SERVICE FOR ...	EQUIPMENT MAINTENANCE	1,600.00
Fund 212 - STREETS Total:		1,600.00
Fund: 621 - ENVIRONMENTAL SERVICES		
Contractual Services-SAN	CONTRACTUAL SERVICES	800.00
CONTRACTUAL SVC	CONTRACTUAL SERVICES	350.00
Fund 621 - ENVIRONMENTAL SERVICES Total:		1,150.00
Fund: 631 - WASTEWATER		
CONTRACTUAL SVC	CONTRACTUAL SERVICES	350.00
Fund 631 - WASTEWATER Total:		350.00
Vendor 09663 - SOUNDSLEEPER SECURITY INC. Total:		3,885.00
Vendor: 00054 - STATE HEALTH LAB		
Fund: 641 - WATER		
SAMPLES	SAMPLES	152.00
Fund 641 - WATER Total:		152.00
Vendor 00054 - STATE HEALTH LAB Total:		152.00
Vendor: 01235 - STATE OF NE.		
Fund: 111 - GENERAL		
CONTRACTUAL-PD	CONTRACTUAL SERVICES	420.00
Fund 111 - GENERAL Total:		420.00
Vendor 01235 - STATE OF NE. Total:		420.00
Vendor: 00325 - TEXAS PNEUDRAULIC INC		
Fund: 621 - ENVIRONMENTAL SERVICES		
Vehicle Maintenance-SAN	VEHICLE MAINTENANCE	967.11
Fund 621 - ENVIRONMENTAL SERVICES Total:		967.11
Vendor 00325 - TEXAS PNEUDRAULIC INC Total:		967.11
Vendor: 01325 - THE PEAVEY CORP		
Fund: 111 - GENERAL		
INVEST SUPPL-PD	INVESTIGATIVE EXPENSES	511.15
Fund 111 - GENERAL Total:		511.15
Vendor 01325 - THE PEAVEY CORP Total:		511.15
Vendor: 10383 - U AND U TRUCKING LLC		
Fund: 621 - ENVIRONMENTAL SERVICES		
Contractual Services-SAN	CONTRACTUAL SERVICES	1,102.00
Fund 621 - ENVIRONMENTAL SERVICES Total:		1,102.00
Vendor 10383 - U AND U TRUCKING LLC Total:		1,102.00
Vendor: 09865 - UNION BANK & TRUST		
Fund: 713 - CASH & INVESTMENT POOL		
RETIREMENT	REGULAR RETIRE EE PAY	9,690.70
RETIREMENT	REGULAR RETIRE EE PAY	8,868.47
RETIREMENT	DEFERRED COMP EE PAY	176.40
RETIREMENT	DEFERRED COMP EE PAY	2,300.00
RETIREMENT	DEFERRED COMP EE PAY	802.62
RETIREMENT	RETIRE FIRE EE PAYABLE	2,685.15
RETIREMENT	RETIRE FIRE EE PAYABLE	5,072.27
RETIREMENT	RETIRE POLICE EE PAY	6,101.40

Expense Approval Report

Post Dates: 6/18/2024 - 7/1/2024

Description (Payable)	Account Name	Amount
RETIREMENT	RETIRE POLICE EE PAY	6,876.50
Fund 713 - CASH & INVESTMENT POOL Total:		42,573.51
Vendor 09865 - UNION BANK & TRUST Total:		42,573.51
Vendor: 09840 - UNITED STATES WELDING		
Fund: 621 - ENVIRONMENTAL SERVICES		
Contractual Services-SAN	CONTRACTUAL SERVICES	59.09
Contractual Services-SAN	CONTRACTUAL SERVICES	29.95
Fund 621 - ENVIRONMENTAL SERVICES Total:		89.04
Vendor 09840 - UNITED STATES WELDING Total:		89.04
Vendor: 00022 - WALMART		
Fund: 111 - GENERAL		
Prgmg.	PROGRAMMING	27.59
DETERGENT, BED COMFORTER	DEPARTMENT SUPPLIES	83.15
RECOGNITION BREAKFAST	MISCELLANEOUS	39.32
DRINKING WATER, BATTERIES	DEPARTMENT SUPPLIES	79.26
Fund 111 - GENERAL Total:		229.32
Vendor 00022 - WALMART Total:		229.32
Vendor: 02378 - WESTERN SURETY COMPANY		
Fund: 111 - GENERAL		
BOND	BONDING	875.00
Fund 111 - GENERAL Total:		875.00
Vendor 02378 - WESTERN SURETY COMPANY Total:		875.00
Vendor: 08851 - WHITING SIGNS		
Fund: 218 - PUBLIC SAFETY		
CIP-PATROL CARS-PD	EQUIPMENT	800.00
Fund 218 - PUBLIC SAFETY Total:		800.00
Vendor 08851 - WHITING SIGNS Total:		800.00
Vendor: 03709 - WYOMING CHILD SUPPORT ENFORCEMENT		
Fund: 713 - CASH & INVESTMENT POOL		
CHILD SUPPORT	CHILD SUPPORT EE PAY	2,301.18
Fund 713 - CASH & INVESTMENT POOL Total:		2,301.18
Vendor 03709 - WYOMING CHILD SUPPORT ENFORCEMENT Total:		2,301.18
Vendor: 03379 - ZM LUMBER CO CAPITAL ONE TRADE CREDIT		
Fund: 111 - GENERAL		
DEPT SUPP PARK	DEPARTMENT SUPPLIES	14.99
DEPT SUPP PARK	DEPARTMENT SUPPLIES	48.38
GROUND MAINT PARK	GROUNDS MAINTENANCE	70.90
DEPT SUPP PARK	DEPARTMENT SUPPLIES	94.25
Fund 111 - GENERAL Total:		228.52
Vendor 03379 - ZM LUMBER CO CAPITAL ONE TRADE CREDIT Total:		228.52
Grand Total:		412,798.75

Report Summary

Fund Summary

Fund	Expense Amount	Payment Amount
111 - GENERAL	138,538.16	1,598.83
212 - STREETS	5,119.79	0.00
213 - CEMETERY	229.63	0.00
215 - SPECIAL PROJECTS	40.17	0.00
218 - PUBLIC SAFETY	4,862.35	0.00
224 - ECONOMIC DEVELOPMENT	123.20	0.00
621 - ENVIRONMENTAL SERVICES	14,173.37	150.99
631 - WASTEWATER	28,942.15	15,100.57
641 - WATER	32,733.60	2,545.11
661 - STORMWATER	3,491.16	989.54
713 - CASH & INVESTMENT POOL	129,382.98	129,382.98
721 - GIS SERVICES	0.47	0.00
812 - HEALTH INSURANCE	55,161.72	8,947.30
Grand Total:	412,798.75	158,715.32

Account Summary

Account Number	Account Name	Expense Amount	Payment Amount
111-21311	SALES TAX PAYABLE	1,059.95	1,059.95
111-52111-111	DEPARTMENT SUPPLIES	32.63	0.00
111-52111-113	DEPARTMENT SUPPLIES	84.00	0.00
111-52111-141	DEPARTMENT SUPPLIES	264.60	0.00
111-52111-142	DEPARTMENT SUPPLIES	606.04	0.00
111-52111-151	DEPARTMENT SUPPLIES	198.72	0.00
111-52111-171	DEPARTMENT SUPPLIES	1,474.21	0.00
111-52111-172	DEPARTMENT SUPPLIES	7,026.64	0.00
111-52114-172	CONCESSION SUPPLIES	-31.60	0.00
111-52163-142	INVESTIGATIVE EXPENSES	704.31	0.00
111-52181-171	UNIFORMS & CLOTHING	59.84	0.00
111-52223-151	PROGRAMMING	27.59	0.00
111-52999-112	MISCELLANEOUS	367.32	0.00
111-53111-111	CONTRACTUAL SERVICES	700.00	0.00
111-53111-115	CONTRACTUAL SERVICES	147.99	0.00
111-53111-142	CONTRACTUAL SERVICES	6,633.88	0.00
111-53111-151	CONTRACTUAL SERVICES	640.68	0.00
111-53111-171	CONTRACTUAL SERVICES	1,550.00	0.00
111-53111-172	CONTRACTUAL SERVICES	76,000.00	0.00
111-53121-142	CONSULTING SERVICES	35.00	0.00
111-53161-142	LEGAL PUBLICATIONS	109.73	0.00
111-53211-142	LEGAL FEES	524.50	0.00
111-53211-171	LEGAL FEES	538.88	538.88
111-53421-141	BUILDING MAINTENANCE	342.50	0.00
111-53421-142	BUILDING MAINTENANCE	4,155.73	0.00
111-53421-151	BUILDING MAINTENANCE	622.12	0.00
111-53421-171	BUILDING MAINTENANCE	2,105.95	0.00
111-53441-111	EQUIPMENT MAINTENANCE	214.39	0.00
111-53441-171	EQUIPMENT MAINTENANCE	4,438.02	0.00
111-53441-172	EQUIPMENT MAINTENANCE	2,840.76	0.00
111-53451-171	VEHICLE MAINTENANCE	52.96	0.00
111-53471-171	GROUPS MAINTENANCE	3,707.33	0.00
111-53521-111	HEATING FUEL	46.42	0.00
111-53521-141	HEATING FUEL	51.11	0.00
111-53521-142	HEATING FUEL	91.41	0.00
111-53521-151	HEATING FUEL	90.97	0.00
111-53521-171	HEATING FUEL	40.30	0.00
111-53521-172	HEATING FUEL	5,116.82	0.00
111-53561-111	PHONE & INTERNET	3.29	0.00
111-53561-112	PHONE & INTERNET	0.94	0.00

Account Summary

Account Number	Account Name	Expense Amount	Payment Amount
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	1,448.09	0.00
111-53561-151	PHONE & INTERNET	6.71	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	275.73	0.00
111-53571-171	CELLULAR PHONE	85.72	0.00
111-53711-141	SCHOOL & CONFERENCE	186.00	0.00
111-53711-142	SCHOOL & CONFERENCE	390.82	0.00
111-53811-114	BONDING	875.00	0.00
111-53841-142	VEHICLE INSURANCE	-298.99	0.00
111-53841-171	VEHICLE INSURANCE	189.87	0.00
111-53913-112	RECRUITMENT	2,000.00	0.00
111-54411-121	EQUIPMENT	9,936.00	0.00
111-54411-141	EQUIPMENT	756.00	0.00
212-52111-212	DEPARTMENT SUPPLIES	2,944.19	0.00
212-52521-212	OTHER FUEL	26.16	0.00
212-53111-212	CONTRACTUAL SERVICES	35.02	0.00
212-53441-212	EQUIPMENT MAINTENA...	1,893.96	0.00
212-53521-212	HEATING FUEL	213.74	0.00
212-53561-212	PHONE & INTERNET	6.72	0.00
213-52111-213	DEPARTMENT SUPPLIES	103.69	0.00
213-52999-213	MISCELLANEOUS	125.00	0.00
213-53561-213	PHONE & INTERNET	0.94	0.00
215-52931-111	INSURED REPAIRS/REPL...	40.17	0.00
218-52111-142	DEPARTMENT SUPPLIES	4,062.35	0.00
218-54411-142	EQUIPMENT	800.00	0.00
224-52311-114	MEMBERSHIPS	100.00	0.00
224-53561-113	PHONE & INTERNET	0.47	0.00
224-53711-113	SCHOOL & CONFERENCE	22.73	0.00
621-21311	SALES TAX PAYABLE	150.99	150.99
621-52111-621	DEPARTMENT SUPPLIES	7,627.91	0.00
621-53111-621	CONTRACTUAL SERVICES	2,341.04	0.00
621-53451-621	VEHICLE MAINTENANCE	3,995.36	0.00
621-53521-621	HEATING FUEL	53.76	0.00
621-53561-621	PHONE & INTERNET	4.31	0.00
631-21311	SALES TAX PAYABLE	15,100.57	15,100.57
631-52111-631	DEPARTMENT SUPPLIES	1,790.18	0.00
631-53111-631	CONTRACTUAL SERVICES	507.00	0.00
631-53531-631	ELECTRIC POWER	11,113.19	0.00
631-53561-631	PHONE & INTERNET	2.21	0.00
631-53711-631	SCHOOL & CONFERENCE	429.00	0.00
641-21311	SALES TAX PAYABLE	2,545.11	2,545.11
641-52111-641	DEPARTMENT SUPPLIES	1,262.04	0.00
641-52116-641	METERS	298.40	0.00
641-52117-641	SAMPLES	7,752.00	0.00
641-52411-641	POSTAGE	2,413.63	0.00
641-52611-641	CHEMICALS	5,188.56	0.00
641-53441-641	EQUIPMENT MAINTENA...	677.57	0.00
641-53521-641	HEATING FUEL	161.20	0.00
641-53531-641	ELECTRIC POWER	12,433.20	0.00
641-53561-641	PHONE & INTERNET	1.89	0.00
661-21311	SALES TAX PAYABLE	989.54	989.54
661-53111-661	CONTRACTUAL SERVICES	2,500.00	0.00
661-53561-661	PHONE & INTERNET	1.62	0.00

Account Summary

Account Number	Account Name	Expense Amount	Payment Amount
713-21512	MEDICARE W/H EE PAY...	9,632.00	9,632.00
713-21513	FICA W/H EE PAYABLE	35,785.22	35,785.22
713-21514	FED W/H EE PAYABLE	26,677.94	26,677.94
713-21517	POL UNION DUES EE PAY	897.00	897.00
713-21518	FIRE UNION DUES EE PAY	280.00	280.00
713-21524	SMEC EE PAYABLE	120.50	120.50
713-21528	REGULAR RETIRE EE PAY	18,559.17	18,559.17
713-21529	DEFERRED COMP EE PAY	3,279.02	3,279.02
713-21531	RETIRE FIRE EE PAYABLE	7,757.42	7,757.42
713-21533	RETIRE POLICE EE PAY	12,977.90	12,977.90
713-21539	CHILD SUPPORT EE PAY	3,656.28	3,656.28
713-21541	HSA EE PAYABLE	9,760.53	9,760.53
721-53561-721	PHONE & INTERNET	0.47	0.00
812-53861-112	PREMIUM EXPENSE	46,214.42	0.00
812-53862-112	CLAIMS EXPENSE	8,632.30	8,632.30
812-53863-112	FLEXIBLE BENFT EXPENS...	315.00	315.00
Grand Total:		412,798.75	158,715.32

Project Account Summary

Project Account Key	Expense Amount	Payment Amount
None	337,756.96	158,715.32
2147853111	75,000.00	0.00
21552931111	40.17	0.00
6002053561	1.62	0.00
Grand Total:	412,798.75	158,715.32

7-1-24 UTILITY REFUNDS

Account #	Contact	Service Address	Refund Amount
<u>010-4309-01</u>	ALAN L SWANSON	2117 AVE D SCOTTSBLUFF NE 69361	26.02
<u>035-1356-12</u>	ROCIO VELIZ	717 W OVERLAND SCOTTSBLUFF NE 69361	5.36
<u>035-3857-04</u>	JAMES MIZE	1414 AVE F SCOTTSBLUFF NE 69361	24.27
<u>015-4793-06</u>	MATTHEW COX	500 W 42ND ST SCOTTSBLUFF NE 69361	44.32
4			\$99.97

City of Scottsbluff, Nebraska

Monday, July 1, 2024

Regular Meeting

Item 8.a

Council to consider action on the second reading of the Ordinance amending Land Use Permit Fees.

Staff Contact: Zachary Glaubius

ORDINANCE NO. _____

AN ORDINANCE OF THE CITY OF SCOTTSBLUFF, NEBRASKA AMENDING THE SCOTTSBLUFF MUNICIPAL CODE RELATING TO LAND USE PERMIT FEES IN CHAPTER 6, ARTICLE 6, SECTION 29, CHAPTER 21, ARTICLE 1, SECTIONS 65 AND 68 AND CHAPTER 25, ARTICLE 17, SECTION 3, REPEALING THE PRIOR SECTIONS OF THE MUNICIPAL CODE; PROVIDING FOR AN EFFECTIVE DATE AND PROVIDING FOR PUBLICATION IN PAMPHLET FORM.

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

Section 1. Chapter 6, Article 6, Section 29 of the Scottsbluff Municipal Code is amended to provide as follows:

“§ 6-6-29. LAND USE PERMITS:

The following fees are hereby imposed for matters pertaining to zoning and land use:

A. Subdivision/Plat Fees

Amended Plat	\$200
Preliminary Plat	\$200
Final Plat	\$200
Plat Vacation	\$200
Agricultural Estate Dwelling Site	\$200

B. Zoning Fees

Zoning Amendment	\$300
Special Use Permit	\$300
Special Permit – Parking (Shared Facility or Exception)	\$150
Planned Unit Development	\$300
Mobile Home Park License	\$150 (first 20 spaces \$5 (each additional space over 20 spaces)

C. Board of Adjustment Fees

Appeal Application	\$150
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D. Other Fees

Zoning Verification Letter	\$20
Zoning/Land Use Map (11” x 17”)	\$20

Section 2: Chapter 21, Article 1, Section 28 of the Scottsbluff Municipal Code is amended to provide as follows:

“§ 21-1-28 SAME; CONSTRUCTION BY CITY; SPECIAL ASSESSMENTS; RELEASE OF SECURITY.

(A) Prior to approval by the City Council of any final plat of a subdivision in which some or all of the improvements required in this article have not been constructed, the owner of the property in the proposed subdivision shall enter into a written agreement with the city, to be approved by the City Council, as herein provided. The agreement shall provide in effect that the owner of the property:

- (1) Agrees to construct such improvements within the time specified in the agreement;
- (2) Consents (with respect to the improvements that are of a type which the city under statute has power to construct, and to pay the cost, or part of the cost, of which the city has power to levy special assessments against property to the extent of special benefit) that if such construction is not completed by the owner within the time specified, the city may, in accordance with statute, construct such improvements and levy such special assessments;
- (3) Waives, with respect to the construction and special assessments referred to in division (A)(2) above, the provision of any statute to the effect that a protest filed with the City Council

or City Clerk by the owner or owners of property in a proposed improvement district will bar the formation of the district by the City Council; and

(4) Agrees that the agreement shall bind as well the personal representatives, heirs, devisees, legatees, successors, and assigns of the owner.

(B) The agreement shall bear an acknowledgment by the owner, be in a form recordable in the office of the Register of Deeds, and otherwise be in such form as the Planning and Building Official shall prescribe. Approval of the agreement by the City Council, if granted, shall be specifically shown in the minutes of the meeting of the City Council. Upon approval of the agreement and the final plat by the City Council, the City Clerk shall cause the agreement to be filed for record with the Register of Deeds, such filing to be made either prior to or forthwith after the filing of the plat with the Register of Deeds.

(C) The City Manager or the Finance Director is authorized to release all or part of any security given by the developer to secure the developer's financial obligation to the city when one of the following events has occurred:

(1) The developer's financial obligation to the city has been discharged;

(2) The City Manager or Finance Director finds that in pursuant to the terms of the agreement, the developer is entitled to a release or partial release of the security; or

(3) The City Manager or Finance Director finds that after such a release, the city will remain adequately secured for the balance of the developer's financial obligation to the city."

Section 3: Chapter 21, Article 1, Section 65 of the Scottsbluff Municipal Code is amended to provide as follows:

"§ 21-1-65 SUBDIVISION APPLICATION; APPLICATION TO PLANNING AND BUILDING OFFICIAL; CONTENTS; FEES.

(A) Every application for approval of a subdivision by the Planning and Building Official shall comply with all the provisions of this article, except that the application shall state that the subdivision is proposed to be effected by a plat.

(B) The application shall be filed with the Official and shall be accompanied by a filing fee in the amount provided in Chapter 6, Article 6 of this code, to be paid to the Official."

Section 4: Chapter 21, Article 1, Section 68 of the Scottsbluff Municipal Code is amended to provide as follows:

"§ 21-1-68 AMENDED PLAT; LIMITING THE NUMBER OF TIMES A FINAL PLAT CAN BE AMENDED; PROCEDURES; NOTICE; FEES.

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

(B) At the time of submitting the amended plat to the Planning and Building Official, the applicant shall pay a fee in the amount provided in Chapter 6, Article 6 of this code.

(C) In addition to submitting the drawing, the applicant shall submit the plat in PDF format, latest version.

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

note on the plat that includes a description of the reference points, coordinates in feet, and the average scale factor.

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

Section 4: Chapter 25, Article 17, Section 3 of the Scottsbluff Municipal Code is amended to provide as follows:

“§ 25-17-3 ADJACENT LANDOWNERS; NAMES; FEES.

The Development Services Director shall cause to be prepared a list of the names of the owners of all lots and tracts of land immediately adjacent on the sides and in the rear of appellant’s property extending 300 feet therefrom, and of the lots and tracts of land directly opposite from appellant’s property extending 300 feet from the street frontage of such opposite lots.”

Section 5. Existing Sections 6-6-29, 21-1-28, 21-1-65, 21-1-68 and 25-17-3 of the Scottsbluff Municipal Code are repealed and now revised and amended as set forth in this ordinance. This ordinance shall not be construed to affect any cause of action, civil or criminal, existing or actions pending, at the time this ordinance becomes effective.

Section 6. This ordinance shall become effective upon its passage, approval as provided by law, and publication shall be in pamphlet form.

PASSED AND APPROVED on _____, 2024.

Attest:

Mayor

City Clerk (Seal)

Approved as to form:

City Attorney

City of Scottsbluff, Nebraska

Monday, July 1, 2024

Regular Meeting

Item 8.b

Council to consider action on the second reading of the Ordinance relating to fees for fire plan review and fire inspections.

Staff Contact: Tom Schingle

ORDINANCE NO. _____

AN ORDINANCE OF THE CITY OF SCOTTSBLUFF, NEBRASKA AMENDING AND REVISING SECTIONS 6-6-10.1 AND 6-6-10.2 OF THE SCOTTSBLUFF MUNICIPAL CODE RELATING TO FEES FOR PLAN REVIEW AND FIRE INSPECTIONS TO DETERMINE COMPLIANCE WITH THE FIRE PREVENTION CODE, REPEALING PRIOR SECTIONS, 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 6-6-10.1 is now amended and revised to read as follows:

“§6-6-10.1 PLAN REVIEW FOR COMPLIANCE WITH FIRE PREVENTION CODE.

(A) Plan Review Fee for compliance with Fire Prevention Code shall be as follows:

<i>Estimated Construction</i>	<i>Cost Fee</i>
\$1 - \$4,999 or less	\$0
\$5,000 – or more	\$10 for the first \$5,000 plus \$5 each additional \$5,000 or fraction thereof

(B) Plan Review Fee for Fire Protection System will be \$60.

(C) This fee will include inspections by the fire official for compliance with the Fire Prevention Code.”

Section 2. Section 6-6-10.2 of the Scottsbluff Municipal Code is now amended and revised to provide as follows:

“§6-6-10.2 FIRE INSPECTIONS FOR SPECIFIC ESTABLISHMENTS

Fees for inspection by the fire official pursuant to regulations or directives of the appropriate state licensing agency shall be as follows:

Fees

Child care centers	
0 - 8	\$40
9 - 12	\$50
13 or more	\$60
Hospitals, nursing homes and other care facilities	
50 beds or less	\$100
51 to 100 beds	\$150
101 or more beds	\$200
Liquor establishments	
Consumption	\$75
Non-consumption	\$50
Retail or wholesale firework location	\$50

(A) The fee for any inspection call back to any commercial establishment, child care center, hospital, nursing home and other care facility for fire code violations shall be \$60 beginning on the third inspection and on each inspection thereafter until the code violations are corrected.”

Section 3: Prior sections 6-6-10.1 and 6-6-10.2 of the Scottsbluff Municipal Code are repealed and now revised and amended as set forth in this ordinance. This ordinance shall not be construed to affect any cause of action, civil or criminal, existing or actions pending, at the time this ordinance becomes effective.

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

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, July 1, 2024

Regular Meeting

Item 8.c

Council to consider action on the first reading of the Ordinance adopting the 2023 National Electric Code.

Staff Contact: Tom Schingle

A g e n d a S t a t e m e n t

Item No.

For Meeting of: July 1, 2024

AGENDA TITLE: Adopt the NFPA 70 NEC 2023 edition of the National Electrical Code.

SUBMITTED BY DEPARTMENT/ORGANIZATION: Development Services

PRESENTATION BY: Kevin Spencer

SUMMARY EXPLANATION: Scottsbluff currently has adopted the 2017 edition of the NEC.

The State of Nebraska is adopting the 2023 edition of the NFPA 70, National Electrical Code. This occurs on August 1, 2024.

The State of Nebraska Electrical Division performs our city electrical inspections, our electrical code needs to be compliant with the current State of Nebraska electrical code.

BOARD/COMMISSION RECOMMENDATION:

STAFF RECOMMENDATION: Recommend the adoption of the 2023 edition of the NFPA 70, National Electrical Code.

EXHIBITS

Resolution ☐

Ordinance ☒

Contract ☐

Minutes ☐

Plan/Map ☐

Other (specify) _____

NOTIFICATION LIST: Yes ☐ No ☐ Further Instructions ☐

Please list names and addresses required for notification.

APPROVAL FOR SUBMITTAL: _____
City Manager

NFPA 70 NEC 2023 edition of the electrical code will be adopted based on Statute 81-2104(5) and will go into effect August 1, 2024. Please note that there are amendments to the code adoption that will remain on the NFPA 70 NEC 2017 edition as referenced below in the language of the Statute.

(5) Adopt promulgate, and revise rules and regulations necessary to enable it to carry into effect the State Electrical Act. In adopting and promulgating such rules and regulations, the board shall be governed by the minimum standards set forth in the National Electrical Code issued and adopted by the National Fire Protection Association beginning in 2023 edition of the National Electrical Code, Publication Number 70-2023, except that the minimum standards set forth in the 2017 edition of the National Electrical Code shall apply for sections 210.8(A), 210.8(A)(3), 210.8(A)(5), 230.67(A), and 230.85. Each edition of the National Electrical Code mentioned in this subdivision shall be filed in the offices of the Secretary of State and the board during the time the edition is in use under this subdivision and shall be a public record. The board shall adopt and promulgate rules and regulations establishing wiring standards that protect public safety and health and property and that apply to all electrical wiring which is installed subject to the State Electrical Act;

ORDINANCE NO. _____

AN ORDINANCE DEALING WITH ELECTRICITY, AMENDING THE SCOTTSBLUFF MUNICIPAL CODE AT SECTION 4-2-33, ADOPTING THE 2023 NATIONAL ELECTRICAL CODE, SUBJECT TO CERTAIN STIPULATED MODIFICATIONS, REPEALING THE FORMER SECTION, PROVIDING FOR AN EFFECTIVE DATE AND PUBLICATION SHALL BE IN PAMPHLET FORM.

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

Section 1. Section 4-2-33 of the Scottsbluff Municipal Code is amended to provide as follows:

“4-2-33. NATIONAL ELECTRICAL CODE; ADOPTED.

The 2023 Edition of NFPA 70, National Electrical Code, as published by the National Fire Protection Association, is adopted for the purpose of establishing rules and regulations for the construction, alteration, maintenance and removal of all equipment within or on all buildings, private or public, within the area of City jurisdiction. Reference to “the National Electrical Code” or “the electrical code” throughout the Municipal Code shall mean this Code. Except for those portions specifically excluded or modified by this or other sections of the Municipal Code, the National Electrical Code is adopted in this section by reference. The construction, alteration, maintenance and removal of all electrical equipment shall comply with the National Electrical Code and with additional requirements as are prescribed in this Article. One (1) copy of the National Electrical Code shall be on file in the City Clerk’s office.”

Section 2. Prior section 4-2-33 of the Scottsbluff Municipal Code is repealed on the effective date of this Ordinance. Section 4-2-33 of the Scottsbluff Municipal Code is hereby amended, provided this Ordinance shall not be construed to effect any causes of action, civil or criminal, existing or actions pending, at the time this Ordinance becomes effective.

Section 3. This Ordinance shall become effective on August 1, 2024 following its passage and approval. Publication shall be in pamphlet form.

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, July 1, 2024

Regular Meeting

Item 8.d

Council to consider action on the first reading of the Ordinance to consider a plat vacation of Lot 2A & 2B McDonald's Subdivision a Replat of part of Lot 2, McDonald's Subdivision; Lot 2 McDonald's Subdivision; Lot 1, Masid Subdivision, a Replat of Lot A, Masid Subdivision and part of Lot 2, McDonald's Subdivision; Lot A Masid Subdivision a Subdivision of part of Tract 24, Goos Tracts; Part of Tract 23 and part of Tract 24, Goos Tracts.

Staff Contact: Zachary Glaubius

Agenda Statement

Item No.

For Meeting of: 7/1/2024

AGENDA TITLE: Council to consider action on the first reading of the Ordinance to consider a plat vacation Lot 2A & 2B McDonald's Subdivision a Replat of part of Lot 2, McDonald's Subdivision; Lot 2 McDonald's Subdivision; Lot 1, Masid Subdivision, a Replat of Lot A, Masid Subdivision and part of Lot 2, McDonald's Subdivision; Lot A Masid Subdivision a Subdivision of part of Tract 24, Goos Tracts; Part of Tract 23 and part of Tract 24, Goos Tracts.

SUBMITTED BY DEPARTMENT/ORGANIZATION: Development Services

PRESENTATION BY: Zachary Glaubius, Development Services Director

SUMMARY EXPLANATION: The Planning Commission held a public hearing on the proposed plat vacation on June 10, 2024. The Planning Commission made a positive recommendation on the approval of the plat vacation. Staff is requesting a waiving of three readings in order to approve the preliminary and final plat

BOARD/COMMISSION/STAFF RECOMMENDATION: Positive Recommendation on Approval

Does this item require the expenditure of funds? _____yes _____x_no
Are funds budgeted? _____yes _____x_no

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

Approval of funds available _____
City Finance Director

EXHIBITS

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

Other (specify) _____ Staff Report

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

APPROVAL FOR SUBMITTAL: _____
City Manager

Rev: 12/14/ City Clerk

April 3, 2024

Zachary Glaubius
City of Scottsbluff, NE

RE: Vacation of Lots in McDonald's Subdivision and Masid Subdivision for future Arby's Subdivision

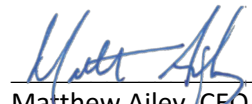
Dear Mr. Glaubius;

I, Matthew Ailey, as CEO/Owner of QM SCOTTSBLUFF LLC, am requesting that Lot 2A & 2B McDonald's Subdivision a Replat of part of Lot 2, McDonald's Subdivision; Lot 2 McDonald's Subdivision; Lot 1, Masid Subdivision, a Replat of Lot A, Masid Subdivision and part of Lot 2, McDonald's Subdivision; Lot A Masid Subdivision a Subdivision of part of Tract 24, Goos Tracts; Part of Tract 23 and part of Tract 24, Goos Tracts, all being Additions to the City of Scottsbluff, NE., be vacated.

AND said vacation to include a 20-foot utility easement as platted in Deed Book 139, Page 148

AND EXCEPT for a permanent easement as described in Misc. Book 135, Page 521-528

Respectfully submitted,



Matthew Ailey, CEO/Owner
QM SCOTTSBLUFF LLC.

City of Scottsbluff Planning Commission

Development Services Staff Report – Zachary Glaubius

Prepared on: June 3, 2024 For Hearing of: June 10, 2024



I. GENERAL INFORMATION

- A. Applicant:** QM Scottsbluff, LLC
214 Brazilian Avenue Suite 212
Palm Beach, FL 33480
- B. Property**
Owner: same as applicant
- C. Proposal:** Vacate Lot 2A and 2B, McDonalds Subdivision and Lot 1 Masid Subdivision and previous subdivisions.
- D. Legal Description:** see letter
- E. Location:** 511 and 515 W. 27th Street / 2715 Avenue F
- F. Existing Zoning & Land Use:** C-2 Neighborhood and Retail Commercial – vacant
- G. Size of Site:** Approximately 41,804 square feet

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	Northwest Commercial	C-2 Neighborhood and Retail Commercial	Driveway to McDonalds
East	Northwest Commercial	C-2 Neighborhood and Retail Commercial	McDonalds
South	Northwest Commercial	C-2 Neighborhood and Retail Commercial	Gas Station and Medical Equipment Store
West	Northwest Commercial	C-2 Neighborhood and Retail Commercial	Arbys

B. Relevant Case History

1. Per 21-1-68, a subdivision may only be replatted twice. Therefore, a vacation of the current subdivision is required to subdivide the property.

III. **ANALYSIS**

A. Comprehensive Plan: The Future Land Use Map of the Comprehensive Plan currently shows the site as Northwest Commercial and according to Comprehensive Plan this area suggests the appropriate zones C-2. This property will remain commercial.

B. Traffic & Access:

1. Access is via W 27th Street and Avenue F

C. Utilities:

1. The property has access to water, sewer, and stormwater.
2. Part of the NPPD utility easement will remain.
 - i. The City has received written confirmation from NPPD approving the partial utility easement vacation.

IV. **STAFF COMMENTS**

- A. §21-1-68 requires a plat vacation in order to replat a third time.
- B. The land is being vacated back to unplatted land.
- C. A preliminary plat and final plat are the following agenda items.

V. **FINDINGS OF FACT**

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

1. §21-1-68 requires a plat vacation in order to replat a third time.
2. The property has all public improvements necessary at this time.

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 Lot 2A & 2B McDonald's Subdivision a Replat of part of Lot 2, McDonald's Subdivision; Lot 2 McDonald's Subdivision; Lot 1, Masid Subdivision, a Replat of Lot A, Masid Subdivision and part of Lot 2, McDonald's Subdivision; Lot A Masid Subdivision a Subdivision of part of Tract 24, Goos Tracts; Part of Tract 23 and part of Tract 24, Goos Tracts, commonly identified as 511 & 515 W. 27th Street and 2713 Avenue F.

ORDINANCE NO. _____

AN ORDINANCE OF THE CITY OF SCOTTSBLUFF, NEBRASKA, VACATING LOT 2A & 2B MCDONALD’S SUBDIVISION, A REPLAT OF PART OF LOT 2, MCDONALD’S SUBDIVISION; LOT 2 MCDONALD’S SUBDIVISION; LOT 1, MASID SUBDIVISION, A REPLAT OF LOT A, MASID SUBDIVISION AND PART OF LOT 2, MCDONALD’S SUBDIVISION; LOT A MASID SUBDIVISION A SUBDIVISION OF PART OF TRACT 24, GOOS TRACTS; PART OF TRACT 23 AND PART OF TRACT 24, GOOS TRACTS, ALL BEING ADDITIONS TO THE CITY OF SCOTTSBLUFF, SCOTTS BLUFF COUNTY, NEBRASKA, WITH SAID VACATION TO INCLUDE A PART OF A 20-FOOT UTILITY EASEMENT AS PLATTED IN DEED BOOK 139, PAGE 148, AND EXCEPT FOR A PERMANENT EASEMENT AS DESCRIBED IN MISC. BOOK 135, PAGE 521-528, AND PROVIDING FOR PUBLICATION IN PAMPHLET FORM.

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

Section 1. QM Scottsbluff, LLC, through its Chief Executive Officer and Owner, Matthew Ailey (“QM Scottsbluff”) as the owner of the property involved, has requested the City of Scottsbluff (“City”) vacate the following property to allow for a replat:

Lot 2A & 2B McDonald’s Subdivision, a replat of part of Lot 2, McDonald’s Subdivision; Lot 2 McDonald’s Subdivision; Lot 1, Masid Subdivision, a replat of Lot A, Masid Subdivision and part of Lot 2, McDonald’s Subdivision; Lot A Masid Subdivision a Subdivision of part of Tract 24, Goos Tracts; part of Tract 23 and part of Tract 24, Goos Tracts, all being additions to the City of Scottsbluff, Scotts Bluff County, Nebraska, with said vacation to include a part of a 20-foot utility easement as platted in Deed Book 139, page 148, and except for a permanent easement as described in Misc. Book 135, page 521-528.

Section 2. The City Council finds that QM Scottsbluff is the Owner and it is in the best interests of the City the property be vacated as requested.

Section 3. Lot 2A & 2B McDonald’s Subdivision, a replat of part of Lot 2, McDonald’s Subdivision; Lot 2 McDonald’s Subdivision; Lot 1, Masid Subdivision, a replat of Lot A, Masid Subdivision and part of Lot 2, McDonald’s Subdivision; Lot A Masid Subdivision a Subdivision of part of Tract 24, Goos Tracts; part of Tract 23 and part of Tract 24, Goos Tracts, all being additions to the City of Scottsbluff, Scotts Bluff County, Nebraska, with said vacation to include a part of a 20-foot utility easement as platted in Deed Book 139, page 148, and except for a permanent easement as described in Misc. Book 135, page 521-528 is hereby vacated, except for the permanent easement described above, to allow for a replat of the property.

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, July 1, 2024

Regular Meeting

Item 8.e

Council to consider action on the Preliminary Plat and Final Plat of Block 1, QM Bluffs Subdivision, and authorize the Mayor to sign the Resolution.

Staff Contact: Zachary Glaubius

Agenda Statement

Item No.

For Meeting of: 7/1/2024

AGENDA TITLE: Council to consider action on the Preliminary Plat and Final Plat of Block 1, QM Bluffs Subdivision, and authorize the Mayor to sign the resolution.

SUBMITTED BY DEPARTMENT/ORGANIZATION: Development Services

PRESENTATION BY: Zachary Glaubius, Development Services Director

SUMMARY EXPLANATION: The Planning Commission held a public hearing on the proposed preliminary and final plats on June 10, 2024. The Planning Commission made a positive recommendation on the approval of the preliminary and final plat of QM Bluffs.

BOARD/COMMISSION/STAFF RECOMMENDATION: Positive Recommendation on Approval

Does this item require the expenditure of funds? _____yes _____x____no

Are funds budgeted? _____yes _____x____no

If no, comments:

Estimated Amount

Amount Budgeted

Department

Account Description

Approval of funds available

City Finance Director

EXHIBITS

Resolution✓

Ordinance ☐

Contract ☐

Minutes☐

Plan/Map✓

Other (specify) Staff Report

NOTIFICATION LIST: Yes ☐ No ✓ Further Instructions ☐

Please list names and addresses required for notification.

APPROVAL FOR SUBMITTAL:

City Manager



City of Scottsbluff
Subdivision Application
Permit Identifier 2024-26SD

Type:	Preliminary Plat		
Applicant Name	Survey Dept MC Schaff	Applicant Address	818 S BELTLINE HWY E SCOTTSBLUFF, Nebraska
Applicant Email	survey@mcschaff.com	Applicant Phone	3086351926
Contact Name	Matthew Ailey	Contact Address	214 Brazilian Avenue Suite 212 Palm Beach, FL 33480
Conact Email	mailey@genrock.com	Contact Phone	423-736-0909

Subdivision Information

Proposed Name of Subdivision Block1, QM Bluffs Subdivision

General Location/Address 511 W 27TH ST

Legal Description LT 2B, MC DONALD'S SUB

Current Zoning District(s) C2

Total Area (square feet or acre) 41804 sf

Number of Past Replat/Plat Amendments 3+

Describe the reason for the subdivision

New Arby's Restaurant building location. Need to vacate back to section, township, and range for the new subdivision



City of Scottsbluff
Subdivision Application
Permit Identifier 2024-27SD

Type: Final Plat

Applicant Name	Survey Dept MC Schaff	Applicant Address	818 S BELTLINE HWY E SCOTTSBLUFF, Nebraska
Applicant Email	survey@mcschaff.com	Applicant Phone	3086351926
Contact Name	Matthew Ailey	Contact Address	214 Brazilian Avenue Suite 212 Palm Beach, FL 33480
Conact Email	mailey@genrock.com	Contact Phone	423-736-0909

Subdivision Information

Proposed Name of Subdivision Block1, QM Bluffs Subdivision

General Location/Address 511 W 27TH ST

Legal Description LT 2B, MC DONALD'S SUB

Current Zoning District(s) C2

Total Area (square feet or acre) 41804 sf

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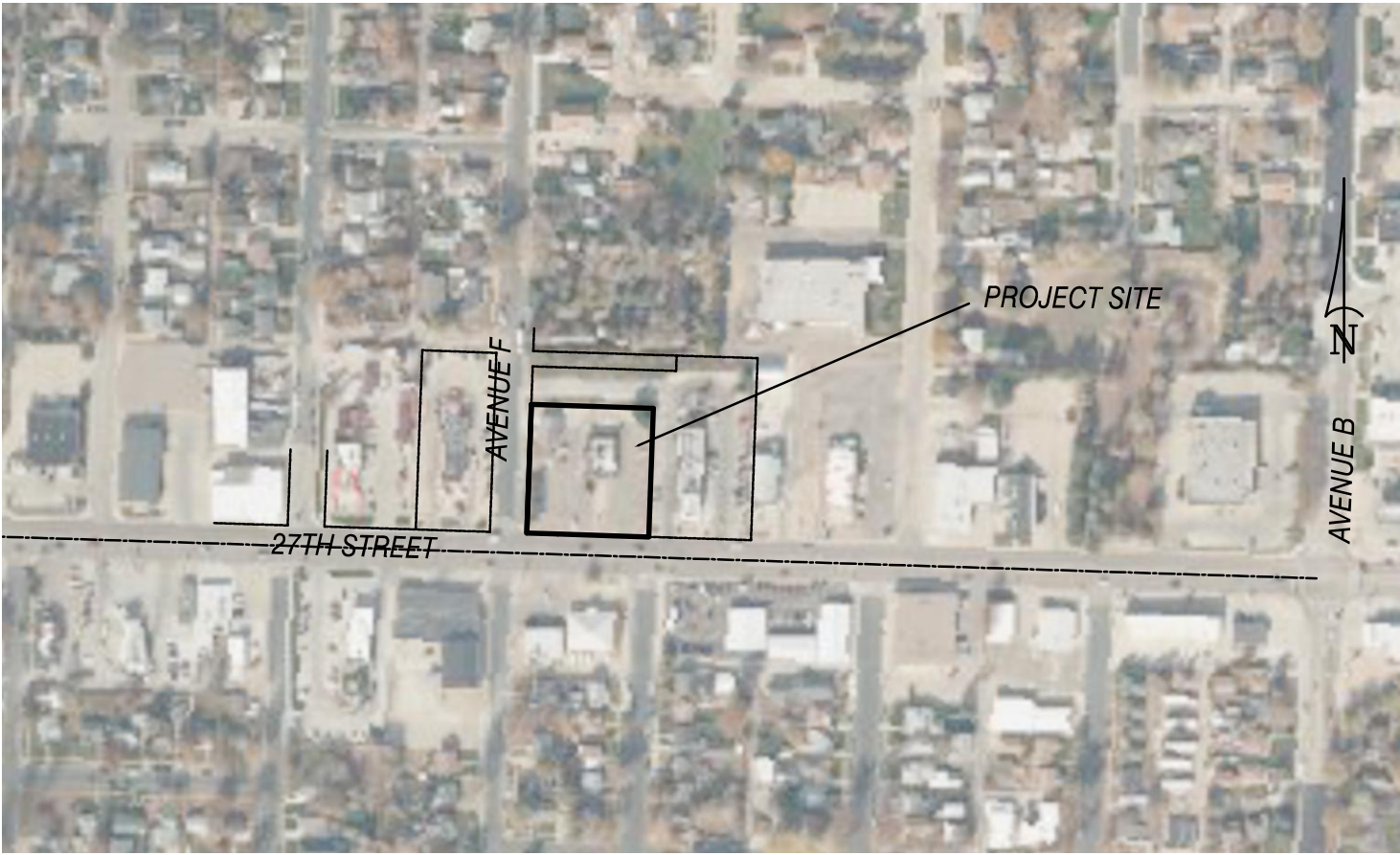
Describe the reason for the subdivision

New Arby's Restaurant building location

PRELIMINARY PLAT

BLOCK 1, QM BLUFFS SUBDIVISION
an Addition to the City of Scottsbluff, Scotts Bluff County, Nebraska

SITUATED IN THE SOUTHEAST QUARTER OF THE
SOUTHWEST QUARTER OF SECTION 14,
TOWNSHIP 22 NORTH, RANGE 55 WEST
OF THE 6TH P.M., SCOTTS BLUFF COUNTY, NEBRASKA



VICINITY MAP

LEGAL DESCRIPTION

BLOCK 1, QM BLUFFS SUBDIVISION, AN ADDITION TO THE CITY OF SCOTTSBLUFF, SCOTTS BLUFF COUNTY, NEBRASKA, SITUATED IN THE SOUTHEAST QUARTER OF THE SOUTHWEST QUARTER OF SECTION 14, TOWNSHIP 22 NORTH, RANGE 55 WEST OF THE 6TH P.M., SCOTTS BLUFF COUNTY, NEBRASKA

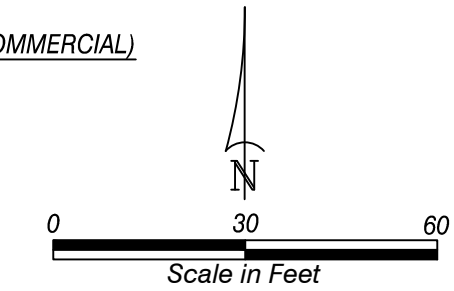
BEGINNING AT THE SOUTHWEST CORNER OF LOT 1, MCDONALD'S SUBDIVISION, AS PLATTED IN DEED BOOK 219, PAGE 93, IN THE SCOTTS BLUFF COUNTY REGISTER OF DEEDS OFFICE, SAID POINT ALSO BEING ON THE NORTH RIGHT OF WAY LINE OF 27TH STREET, THENCE WESTERLY, ON SAID NORTH RIGHT OF WAY LINE OF 27TH STREET, ON AN ASSUMED BEARING OF N88°10'37"W, A DISTANCE OF 199.03 FEET, TO THE POINT OF INTERSECTION WITH THE EAST RIGHT OF WAY LINE OF AVENUE F, THENCE NORTHERLY ON SAID EAST RIGHT OF WAY LINE, BEARING N02°05'24"E, A DISTANCE OF 210.08 FEET, TO THE POINT OF INTERSECTION WITH THE SOUTHERLY LINE OF SAID LOT 1, MCDONALD'S SUBDIVISION, THENCE EASTERLY ON SAID SOUTH LINE OF SAID LOT 1, MCDONALD'S SUBDIVISION, BEARING S88°08'44"E, A DISTANCE OF 199.05 FEET, TO THE POINT OF INTERSECTION WITH THE WEST LINE OF SAID LOT 1, MCDONALD'S SUBDIVISION, THENCE SOUTHERLY ON SAID WEST LINE OF LOT 1, MCDONALD'S SUBDIVISION, BEARING S02°05'56"W, A DISTANCE OF 209.97 FEET, TO THE POINT OF BEGINNING, SAID TRACT CONTAINING AN AREA OF 0.96 ACRES (41,803.73 SQUARE FEET) MORE OR LESS

NOTES:

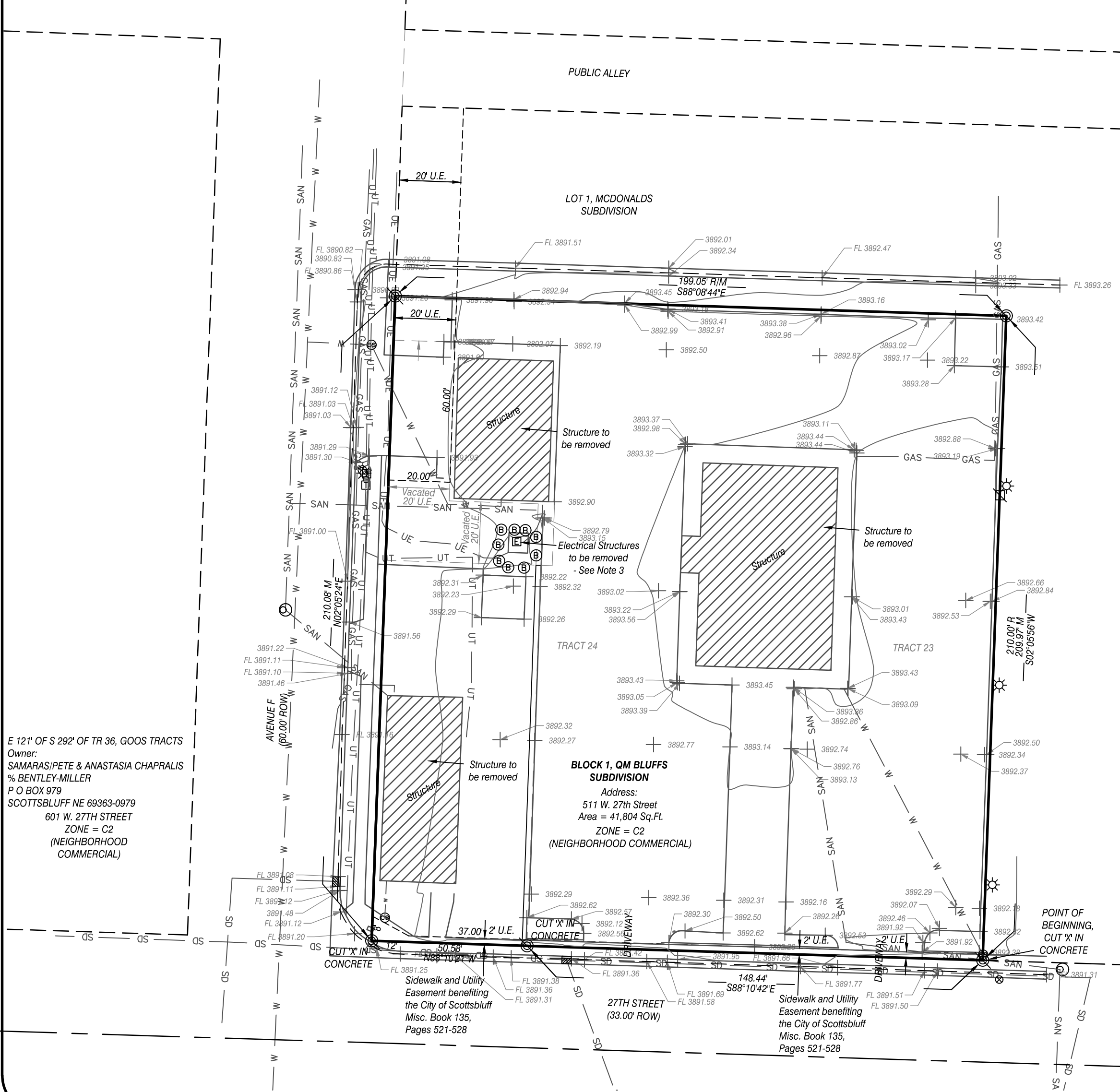
1. LOTS ARE LOCATED IN THE C-2 ZONE, NEIGHBORHOOD AND RETAIL COMMERCIAL. THERE ARE NO BUILDING SETBACKS REQUIRED AS WELL AS NO MINIMUM LOT SIZE.
2. GAS AND UNDERGROUND TELEPHONE UTILITIES WERE LOCATED BY CALLING NEBRASKA ONE CALL SYSTEM AND MARKED ON THE GROUND AS SHOWN ON SURVEY. SANITARY SEWER, STORM SEWER AND WATER LINE LOCATIONS WERE TAKEN FROM THE SCOTTSBLUFF GIS MAP AND UTILITY MAPS PROVIDED BY THE CITY OF SCOTTSBLUFF WATER DEPARTMENT PERSONNEL AND OWNERS KNOWLEDGE OF WATER AND SEWER SERVICE LOCATIONS. THIS MAY OR MAY NOT REPRESENT THE ACTUAL LOCATION OF EXISTING UTILITIES. ELECTRICAL STRUCTURES ARE TO BE REMOVED AND UTILITY EASEMENT TO BE VACATED AS PER CONVERSATION WITH NPPD PERSONNEL.
3. FLOOD PLAIN INFORMATION: THIS PROPERTY IS LOCATED IN THE FLOOD PLAIN ZONE B, AS SHOWN ON FIRM MAP, COMMUNITY PANEL NO. 310206-0005-C, EFFECTIVE DATE JUNE 15, 1979, ZONE B REFERS TO AREAS BETWEEN LIMITS OF THE 100-YEAR FLOOD AND 500-YEAR FLOOD; OR CERTAIN AREAS SUBJECT TO 100-YEAR FLOODING WITH AVERAGE DEPTHS LESS THAN ONE (1) FOOT OR WHERE THE CONTRIBUTING DRAINAGE AREA IS LESS THAN ONE SQUARE MILE; OR AREAS PROTECTED BY LEVEES FROM THE BASE FLOOD.
4. ZONING INFORMATION: CURRENT ZONING FOR C-2 (NEIGHBORHOOD AND RETAIL COMMERCIAL) IN THE CITY OF SCOTTSBLUFF, NEBRASKA. THE BUILDING SETBACK REQUIREMENTS AS PER ZONING DESIGNATION IS AS FOLLOWS:

SETBACK REQUIREMENTS FOR ZONE C-2 (NEIGHBORHOOD AND RETAIL COMMERCIAL)
FRONT YARD SETBACK - NONE
SIDE STREET SETBACK - NONE
REAR YARD SETBACK - NONE
SIDE YARD SETBACK - NONE
5. THE MAXIMUM HEIGHT OF BUILDING ALLOWED - 35 FEET (SOURCE: SCOTTSBLUFF MUNICIPAL CODE SECTION 25-3-14)

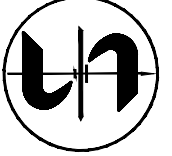
LT 1, MCDONALDS SUB
Owner:
MCDONALD'S CORPORATION /
CHRISTIAN MILLER
PO BOX 245
SCOTTSBLUFF NE 69361
ZONE = C2
(NEIGHBORHOOD COMMERCIAL)



- EXISTING 5/8" REBAR
- SET 5/8" x 24" REBAR
- WELL
- FENCELINE
- BSL BUILDING SETBACK LINE
- ROW RIGHT OF WAY
- R RECORD
- M MEASURED
- U.E. UTILITY EASEMENT
- PROPERTY LINE
- UTILITY EASEMENT
- GAS LINE
- UT UNDERGROUND TELEPHONE
- UNDERGROUND ELECTRIC
- SAN SANITARY SEWER LINE
- SD STORM SEWER LINE
- W WATER LINE
- BUILDING



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: PRELIMINARY BLOCK 1,
QM BLUFFS SUBDIVISION
SCOTTSBLUFF, NEBRASKA

CLIENT: JON BENTLEY,
QM SCOTTSBLUFF LLC.

PROJECT NUMBER:
RM240087-00
PROJECT DATE:
03-29-2024
PROJECT MGR:
DPS
PROJECT TEAM:
GS-TD



DATE	REVISION

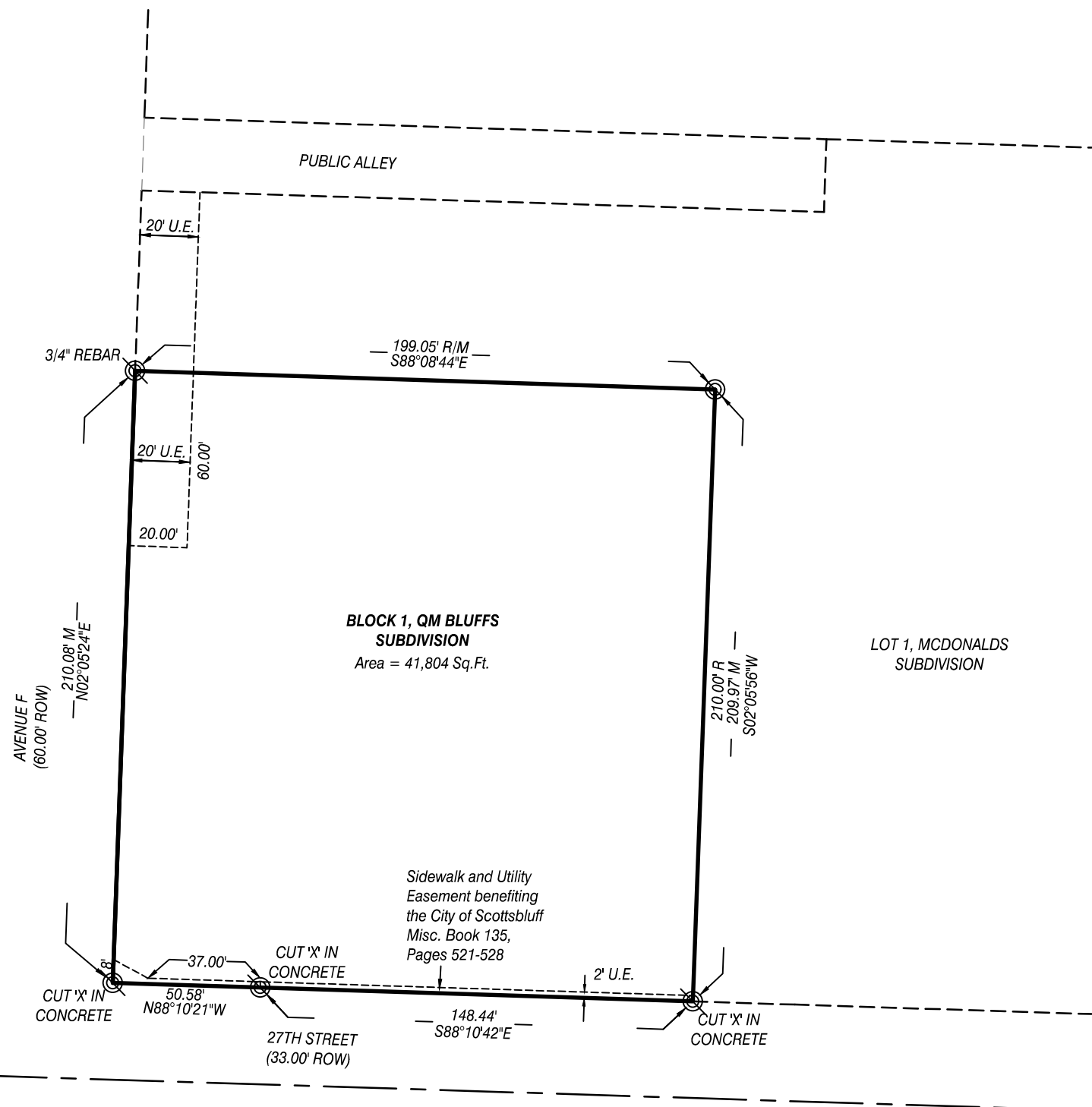
SHEET 1 OF 1

P.1

FINAL PLAT

BLOCK 1, QM BLUFFS SUBDIVISION

an Addition to the City of Scottsbluff, Scotts Bluff County, Nebraska
SITUATED IN THE SOUTHEAST QUARTER OF THE
SOUTHWEST QUARTER OF SECTION 14,
TOWNSHIP 22 NORTH, RANGE 55 WEST
OF THE 6TH P.M., SCOTTS BLUFF COUNTY, NEBRASKA



LEGEND

⊗ EXISTING 5/8" REBAR, OR AS NOTED

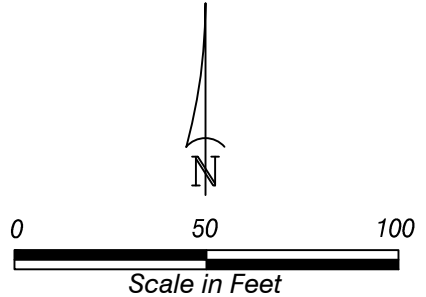
M MEASURED

R RECORD

ROW RIGHT OF WAY

① BLOCK NUMBER

JOB# RM240087-00



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

OWNER'S STATEMENT

I, THE UNDERSIGNED, BEING THE OWNER OF UNPLATTED LAND SITUATED IN THE SOUTHEAST QUARTER OF THE SOUTHWEST QUARTER OF SECTION 14, 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 BLOCK 1, QM BLUFFS SUBDIVISION, AN ADDITION TO THE CITY OF SCOTTSBLUFF, SCOTTS BLUFF COUNTY, NEBRASKA, SITUATED IN THE SOUTHEAST QUARTER OF THE SOUTHWEST QUARTER OF SECTION 14, 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 EASEMENTS AND RIGHT OF WAYS AS SHOWN ON THE PLAT FOR THE USE AND BENEFIT OF THE PUBLIC.

DATED THIS 13 DAY OF May, 2024.

OWNER: QM SCOTTSBLUFF LLC.


BY: MATTHEW AILEY, CEO/OWNER

ACKNOWLEDGEMENT

STATE OF Florida)
COUNTY OF Palm Beach)

BEFORE ME, A NOTARY PUBLIC, QUALIFIED AND ACTING IN SAID COUNTY, PERSONALLY CAME MATTHEW AILEY, CEO/OWNER, QM SCOTTSBLUFF LLC, 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, AND THE VOLUNTARY ACT AND DEED OF QM SCOTTSBLUFF LLC

WITNESS MY HAND AND SEAL THIS 13th DAY OF May, 2024.


GABRIELLE QUEEN
Notary Public
State of Florida
Comm# HH511642
Expires 4/3/2028
Gabrielle Queen

Gabrielle Queen
NOTARY PUBLIC

MY COMMISSION EXPIRES 4/3/2028

BLOCK 1,
QM BLUFFS SUBDIVISION,
SCOTTSBLUFF, NEBRASKA
SHEET 2 OF 3
JOB# RM240087-00

SURVEYOR'S CERTIFICATE

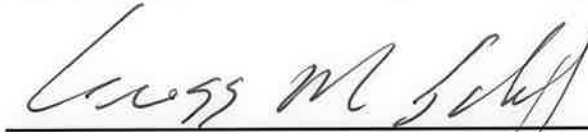
BLOCK 1, QM BLUFFS
SUBDIVISION
SCOTTSBLUFF, NEBRASKA
SHEET 3 OF 3
JOB# RM240087-00

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 **BLOCK 1, QM BLUFFS SUBDIVISION** AN ADDITION TO THE CITY OF SCOTTSBLUFF, SCOTTS BLUFF COUNTY, NEBRASKA, SITUATED IN THE SOUTHEAST QUARTER OF THE SOUTHWEST QUARTER OF SECTION 14, TOWNSHIP 22 NORTH, RANGE 55 WEST OF THE 6TH P.M., SCOTTS BLUFF COUNTY, NEBRASKA MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING AT THE SOUTHWEST CORNER OF LOT 1, MCDONALD'S SUBDIVISION, AS PLATTED IN DEED BOOK 219, PAGE 93, IN THE SCOTTS BLUFF COUNTY REGISTER OF DEEDS OFFICE, SAID POINT ALSO BEING ON THE NORTH RIGHT OF WAY LINE OF 27TH STREET, THENCE WESTERLY, ON SAID NORTH RIGHT OF WAY LINE OF 27TH STREET, ON AN ASSUMED BEARING OF N88°10'37"W, A DISTANCE OF 199.03 FEET, TO THE POINT OF INTERSECTION WITH THE EAST RIGHT OF WAY LINE OF AVENUE F, THENCE NORTHERLY ON SAID EAST RIGHT OF WAY LINE, BEARING N02°05'24"E, A DISTANCE OF 210.08 FEET, TO THE POINT OF INTERSECTION WITH THE SOUTHERLY LINE OF SAID LOT 1, MCDONALD'S SUBDIVISION, THENCE EASTERLY ON SAID SOUTH LINE OF SAID LOT 1, MCDONALD'S SUBDIVISION, BEARING S88°08'44"E, A DISTANCE OF 199.05 FEET, TO THE POINT OF INTERSECTION WITH THE WEST LINE OF SAID LOT 1, MCDONALD'S SUBDIVISION, THENCE SOUTHERLY ON SAID WEST LINE OF LOT 1, MCDONALD'S SUBDIVISION, BEARING S02°05'56"W, A DISTANCE OF 209.97 FEET, TO THE POINT OF BEGINNING, SAID TRACT CONTAINING AN AREA OF 0.96 ACRES (41,803.73 SQUARE FEET) MORE OR LESS

THAT THE ACCOMPANYING PLAT IS A TRUE DELINEATION OF SAID SURVEY DRAWN TO A SCALE OF 50 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 25th DAY OF APRIL, 2024.
FOR THE FIRM OF M. C. SCHAFF AND ASSOCIATES, INC.



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



APPROVAL AND ACCEPTANCE

The foregoing plat of **BLOCK 1, QM BLUFFS SUBDIVISION, AN ADDITION TO THE CITY OF SCOTTSBLUFF, SCOTTS BLUFF COUNTY, NEBRASKA, SITUATED IN THE SOUTHEAST QUARTER OF THE SOUTHWEST QUARTER OF SECTION 14, 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

City of Scottsbluff Planning Commission

Development Services Staff Report – Zachary Glaubius

Prepared on: June 3, 2024 For Hearing of: June 10, 2024



I. GENERAL INFORMATION

- A. Applicant:** QM Scottsbluff, LLC
214 Brazilian Avenue Suite 212
Palm Beach, FL 33480
- B. Property**
Owner: Same as applicant
- C. Proposal:** Preliminary Plat and Final Plat, Block 1, QM Bluffs Subdivision
- D. Legal Description:** Block 1, QM Bluff Subdivision
- E. Location:** 511 W. 27th Street
- F. Existing Zoning & Land Use:** C-2 Neighborhood and Retail Commercial - Vacant
- G. Size of Site:** Approximately 41,804 square feet

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	Northwest Commercial	C-2 Neighborhood and Retail Commercial	Driveway to McDonalds
East	Northwest Commercial	C-2 Neighborhood and Retail Commercial	McDonalds
South	Northwest Commercial	C-2 Neighborhood and Retail Commercial	Gas Station and Medical Equipment Store
West	Northwest Commercial	C-2 Neighborhood and Retail Commercial	Arbys

B. Relevant Case History

1. Land will be vacated prior to new platting.

III. ANALYSIS

A. Comprehensive Plan: The Future Land Use Map of the Comprehensive Plan currently shows the site as Northwest Commercial and according to Comprehensive Plan this area suggests the appropriate zones C-2. This property will remain commercial.

B. Traffic & Access:

1. Access is via W 27th Street and Avenue F

C. Utilities:

1. Block 1 has access to water, sewer, and stormwater.
2. Part of the NPPD utility easement will remain.
 - i. The City has received written confirmation from NPPD approving the partial utility easement vacation.

IV. STAFF COMMENTS

A. As the previous plats are being vacated to unplatted land, a new preliminary plat and final plat are needed.

V. FINDINGS OF FACT

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

1. The Comprehensive Plan identifies the area as Northwest Commercial, and the subdivision continue to comply with the plan.
2. There is no minimum lot size.
3. The block has the minimum 20' of public road frontage.

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

1. None

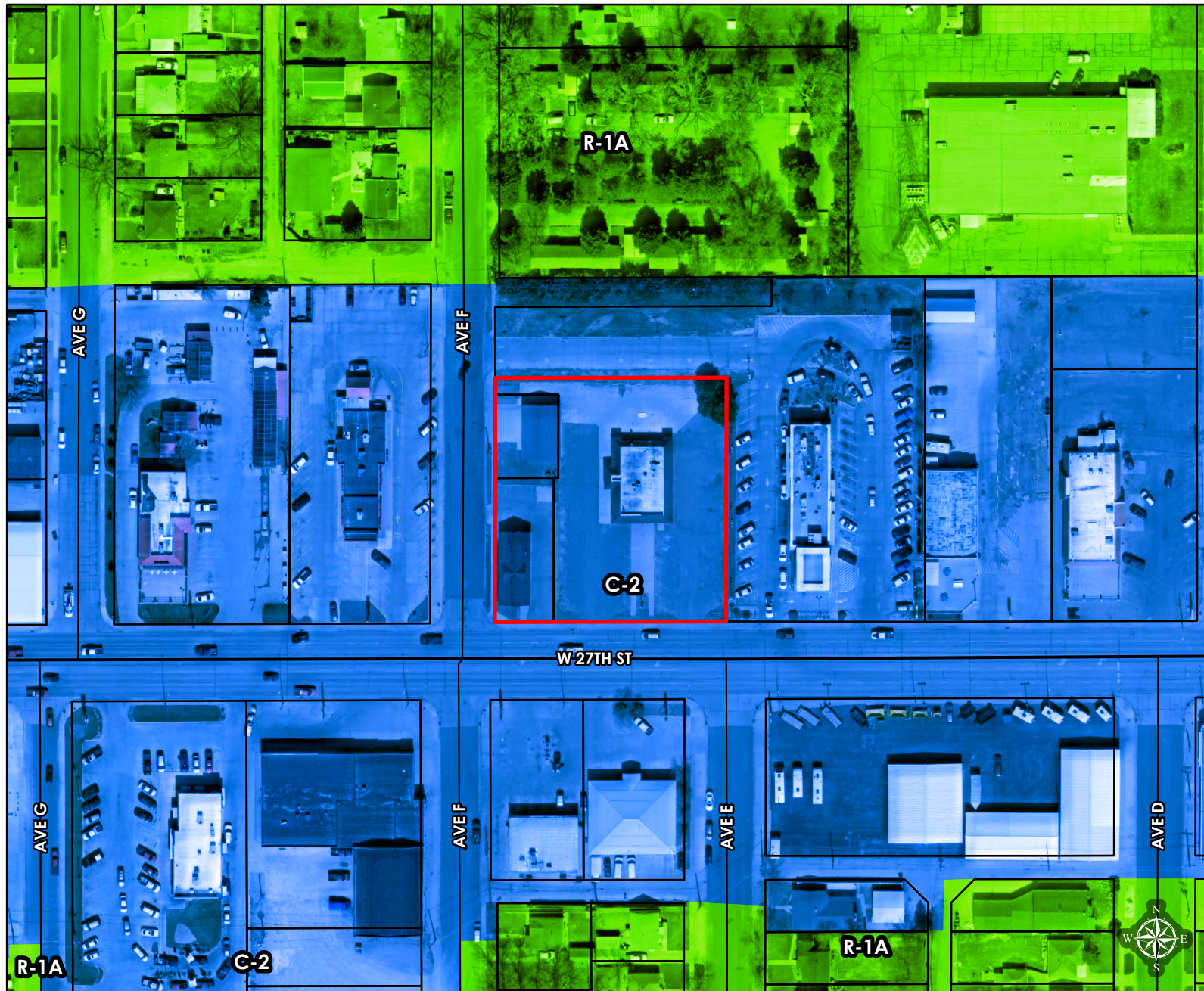
VI. STAFF RECCOMENDATION

A. Staff recommends Planning Commission make a positive recommendation to City Council to approve of the preliminary plat and final plat for Block 1, QM Bluffs Subdivision.

QM BLUFFS ADDITION PLAT

511 W 27TH ST

Zoning Overview



- Property Location(s)
- 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
- Corporate and ETJ Boundaries
- Scottsbluff Corporate Limits
- Scottsbluff ETJ
- Terrytown Corporate Limits
- Terrytown ETJ

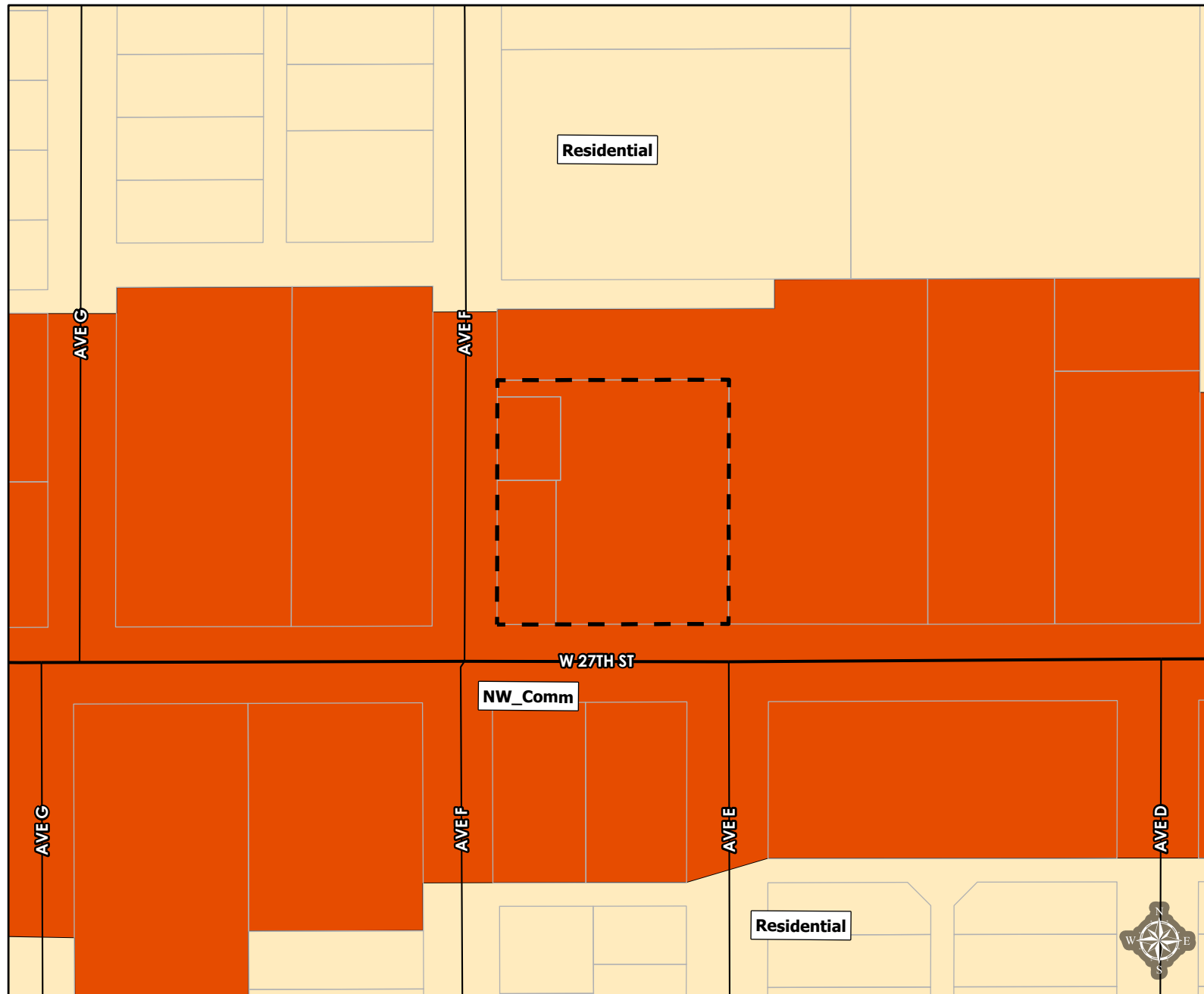
Taylor Stephens
City of Scottsbluff GIS
Created on 5/23/2024
Coordinate System: NAD 1983 (2011)
StatePlane Nebraska FIPS 2600 Feet
Lambert Conformal Conic

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.

QM BLUFFS ADDITION PLAT

511 W 27TH ST

2016 Comp. Plan Future Land Use Overview



Proposed Changes

Parcel Boundaries

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)

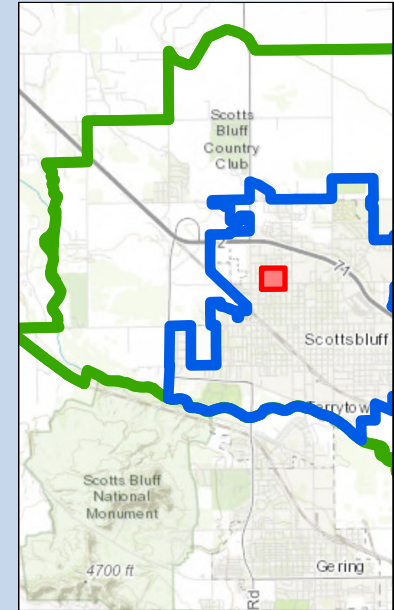
Taylor Stephens
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QM BLUFFS ADDITION PLAT

511 W 27TH ST

Aerial Overview



Proposed Changes

Street Centerlines

CLASS

- Highway
- Main Road
- Residential/Rural
- Parcels

Taylor Stephens
City of Scottsbluff GIS
Created on 5/23/2024
Coordinate System: NAD 1983 (2011)
StatePlane Nebraska FIPS 2600 Feet
Lambert Conformal Conic

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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 Block 1, QM Bluffs Subdivision, an Addition to the City of Scottsbluff, Scotts Bluff County, Nebraska, situated in the Southeast Quarter of the Southwest Quarter Section 14, Township 22 North, Range 55 West of the 6th P.M., Scotts Bluff County, Nebraska dated May 13, 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. 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 July, 2024.

Mayor

ATTEST:

City Clerk

City of Scottsbluff, Nebraska

Monday, July 1, 2024

Regular Meeting

Item 9.a

Council to discuss and consider action on an Economic Development Assistance Agreement with Walther Investment, LLC and authorize the Economic Development Program Administrator to sign the Agreement.

Staff Contact: Sharaya Toof

ECONOMIC DEVELOPMENT ASSISTANCE AGREEMENT

This Agreement is made on June 18, 2024, between the City of Scottsbluff, Nebraska (the "City") and Walther Investment, LLC, a Michigan limited liability company (the "Applicant").

Recitals:

- a. The City has adopted an Economic Development Program (the "Program") pursuant to the Nebraska Local Option Municipal Economic Development Act;
- b. The Applicant has made application for assistance from the Program (the "Application");
- c. The Administrator of the Program (the "Administrator") and the City Economic Development Application Review Committee (the "Committee") have reviewed the Application and recommended to the City Council (the "Council") that a loan (the "Loan") be made to the Applicant from the City of Scottsbluff Economic Development Fund (the "Fund") as provided for in this Agreement. The City Council has approved the Committee's recommendation.
- d. The parties now desire to enter into this Agreement for the purpose of setting out the terms and conditions of the Loan.

Agreement:

1. Purpose of Loan:

The Applicant is expanding its potato storage and processing facility near Alliance, Nebraska (the "Business"). The proceeds of the Loan will be used primarily for the completion of the facility used in the Business.

2. Amount of Loan:

The Loan shall be in the amount of \$250,000.00 and shall be disbursed from the City's Economic Development Fund (the "Fund") to the Applicant as provided for below. The Loan shall be represented by a promissory note (the "Note") to be signed at the Loan Closing in the form of the attached "Exhibit A". The Note shall carry interest from July 25, 2024 (the "Note Interest Date"), at the Applicable Federal Mid-Term rate for the month of the Loan Closing and shall be paid over 10 equal annual payments of principal and interest with the first payment due on July 1, 2025, with each additional payment due on the first day of July of each subsequent year until the Note is paid in full. An amortization schedule shall be attached to the Note setting forth the initial annual payment obligation of the Applicant without the Annual Job Credit, if any, set forth in paragraph 4. of this Agreement.

3. Loan Disbursement and Loan Closing:

As soon as the Applicant has satisfied the conditions to the Loan Closing, the amount of the Loan shall be scheduled as a claim at the next Council meeting for which the matter may be reasonably scheduled. Disbursement of the Loan proceeds shall be made within 10 business days after the Council has approved a claim for the Loan. The disbursement of the Loan proceeds shall constitute the "Loan Closing".

4. Job Credits:

As long as the Applicant is not in default of the Note, this Agreement, or any other document entered into pursuant to this Agreement, the Applicant shall be eligible for credit against the balance due under the Note for Job Credits earned during a Year. A "Year" shall mean the 12-month period ending on each September 30. "Annual Job Credit" shall be calculated as follows:

a. The Applicant shall receive an "Annual Job Credit" during a Year equal to the FTE's, over the current 40 full time employees totaling 73 FTE's, for a Year multiplied by \$2,000.00.

b. The amount of the Annual Job Credit may not exceed \$35,000.00 per Year (the "Maximum Annual Credit").

c. If the Applicant earns credits in excess of the Maximum Annual Credit in any one Year, the excess credits may be carried back to one or more prior Years where the Maximum Annual Credit was not earned, as long as the Maximum Annual Credit is not exceeded for any one Year. Excess credits may not be carried forward

In order to receive the Annual Job Credit, the Applicant must file an Annual Report as provided for below. Annual Job Credit shall be applied against the principal balance of the Note as prepayments, which prepayments shall not alter the amount of the annual payment due under the Note. Once the Note is paid in full, no further Annual Job Credit may be earned.

5. Employee Definitions:

a. For purposes of the Agreement, "Full Time Employee" shall mean a bona fide employee of the Applicant, over the current 40 full time employees totaling 73 FTE equivalents, who (1) is classified by the Applicant as full time; and (2) subject to normal and reasonable waiting periods, is eligible for the employer's normal fringe benefit package. This normal fringe benefit package must, at the least, include a health insurance plan with coverage offered to each employee which is, if not declined, substantially paid for by the Applicant.

b. "Eligible Full Time Employee" shall mean a Full Time Employee, who: (1) primarily works at the Business, and (2) resides within 75 miles of the corporate limits of the City; provided, however any Full Time Employee who does not reside within 75 miles of the corporate limits of the City at the time that the Full Time Employee is hired, shall nevertheless

be considered an Eligible Full Time Employee if the Full Time Employee moves to a residence within the required geographic area within 6 months of the hiring of the Eligible Full Time Employee.

c. For purposes of this Agreement, "Full Time Equivalent" Employees (the "FTE's") shall only include employees over the current 40 full time employees totaling 73 FTE's and shall be the number arrived at by dividing the total hours paid by the Applicant to their Eligible Full Time Employees during a Year divided by 2080 hours, and then rounded down to the nearest tenth; provided, however, the maximum hours paid that can be counted for any one Eligible Full Time Employee shall not exceed 40 hours per week. Salaried employees shall be presumed to have been paid 40 hours per week.

6. Representations and Warranties of the Applicant:

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

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

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

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

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

7. Representations and Warranties of the City:

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

a. The City is a municipal corporation organized and existing under the laws of Nebraska, and has full power and authority to enter into this Agreement and carry out the transactions contemplated by this Agreement. The City's execution, delivery and performance of this Agreement has been authorized by all necessary action on the part of the City. This

Agreement, and each agreement and instrument delivered by the City pursuant to it, is the legal and binding obligation of the City, enforceable against the City in accordance with its terms.

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

8. Conditions to Loan Closing:

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

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

b. The Applicant shall have delivered to the City:

(1) Evidence the Applicant is authorized to do business and in Good Standing in the State of Nebraska;

(2) A copy of the current and correct Certificate of Organization and Operating Agreement of the Applicant certified by an officer of the Applicant to be correct;

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

c. In order to secure the Loan and the repayment, the Applicant shall have delivered to the City a Deed of Trust (the "Deed of Trust") covering land owned by the Applicant in Box Butte County, Nebraska. The Deed of Trust shall be in the form of the attached "Exhibit B".

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

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

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

9. Annual Reports:

If the Applicant desires to claim Annual Job Credit, the Applicant shall annually, within 90 days of the end of each Year, provide to the Administrator a report in form and substance provided and required by the Administrator which calculates the Annual Job Credit for the Year (the "Annual Report"). The Administrator shall have the right at any time to (i) require that the Annual Reports be reviewed at the Applicant's expense by a Certified Public Accountant reasonably acceptable to the Administrator, or (ii) hire, at the Administrator's own expense, an independent Certified Public Accountant or other business or financial expert, to review the books and records of the Applicant pertaining to the Annual Report and any other terms and conditions as provided for in this Agreement. If after a review or audit of the Applicant's records it is discovered that the Annual Job Credit claimed on the Annual Job Credit Report exceeds 10% of the Annual Job Credit as determined by the Administrator, then the Administrator may require the Applicant to reimburse the Fund for the actual cost of the audit.

10. Default:

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

- a. Failure to comply with any of the terms of this Agreement or the Note, to include an assignment not permitted under this Agreement.
- b. Any warranty, representation or statement made or given to the City by the Applicant proves to have been false in any material respect when made or given.
- c. Dissolution or liquidation of the Applicant, the termination of existence, insolvency, business failure, appointment of a receiver, assignment for the benefit of creditors, or bankruptcy of the Applicant.
- d. The Applicant ceases to conduct its Business or moves its Business without prior written notice to the City of the move.

11. Assignability:

The Administrator may assign his interest in this Agreement to any successor administrator designated by the City Council. The Applicant may not assign or transfer its interest in this Agreement without the consent of the Administrator. Assignment shall include a transfer of ownership of the Applicant which results in the Members each owning less than 50% of the ownership interests of the Applicant.

12. Confidentiality:

It is agreed that this Agreement and its terms are public record and are not confidential. However, the City agrees to take reasonable steps to insure that any financial and proprietary information provided in connection with this Agreement by the Applicant shall remain

confidential and shall not be revealed or disclosed to outside sources unless the information is public knowledge, is independently developed, or is required to be disclosed by law or legal process.

13. Notices:

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

a. If to the City:

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

b. If to the Applicant:

Walther Investment, LLC
52944 N. US Highway 131
Three Rivers, MI 49093-8400
Attention: Josh Reeves

14. Miscellaneous:

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

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

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

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

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

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

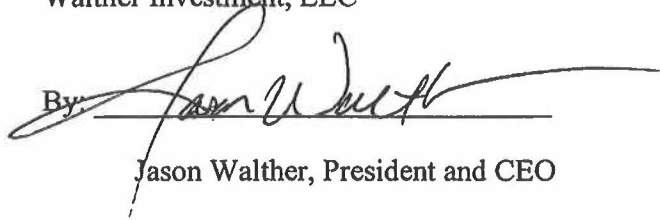
City of Scottsbluff, Nebraska

Walther Investment, LLC

By: _____

Economic Development
Program Administrator

By: _____

A handwritten signature in black ink, appearing to read "Jason Walther", is written over a horizontal line.

Jason Walther, President and CEO

PROMISSORY NOTE

\$250,000.00

Date: July ___, 2024

Walther Investments, LLC, a Michigan limited liability company (the "Borrower") promises to pay to the order of the City of Scottsbluff, Nebraska (the "Lender") the sum of One Hundred Fifty Thousand Dollars (\$250,000.00). Interest shall accrue at the rate of ____% per annum from July 25, 2024, and shall be payable according to the terms of an Economic Development Assistance Agreement between the Lender and the Borrower dated June ___, 2024 (the "EDA Agreement"). Attached to this Promissory Note, marked as Exhibit 1 and incorporated by this reference, is an amortization schedule setting forth the annual payment obligation without the Annual Job Credit, if any. The Borrower shall have the right to prepay all or any part of the principal at any time.

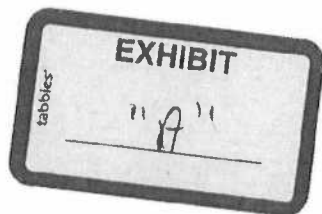
This Note is being made pursuant to the EDA Agreement, the terms of which are incorporated in this Note by reference. This Note is secured by a Deed of Trust given by the Borrower to the Lender covering the real estate owned by the Borrower located in Box Butte County, Nebraska.

The Borrower waives presentment, demand for payment, notice of dishonor, notice of protest, and all other notices or demands in connection with the delivery, acceptance, performance, default or endorsement of this Note.

If default is made in any payment when due, then, at the option of the Lender, the entire balance due shall become due and payable. In the event that a default is declared, the entire remaining balance at that time shall bear interest at the rate of 7% per annum until paid. In the event that legal action is necessary to enforce payment of this Note, the Borrower shall be liable for reasonable attorney fees and costs of suit. This Note shall be governed by the laws of Nebraska.

Walther Investments, LLC, a Michigan
limited liability company

By: _____
Jason Walther, President and CEO



- e. This Agreement shall be governed by the laws of Nebraska.
- f. This Agreement shall be binding on the successors and assigns of the parties.

City of Scottsbluff, Nebraska

Walther Investments, LLC

By: _____

By: _____

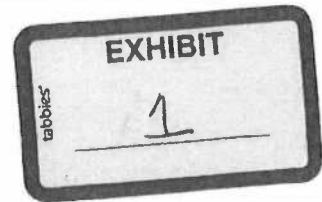
Economic Development
Program Administrator

Jason Walther, President and CEO

Loan

Rate Period : Annual

Nominal Annual Rate : 4.660 %



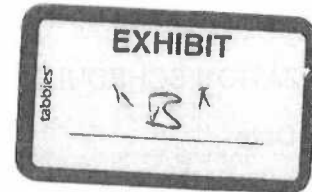
CASH FLOW DATA

Event	Date	Amount	Number	Period	End Date
1 Loan	07/01/2024	250,000.00	1		
2 Payment	07/01/2025	31,843.74	10	Annual	07/01/2034

AMORTIZATION SCHEDULE - U.S. Rule (no compounding)

Date	Payment	Interest	Principal	Balance
Loan 07/01/2024				250,000.00
2024 Totals	0.00	0.00	0.00	
1 07/01/2025	31,843.74	11,650.00	20,193.74	229,806.26
2025 Totals	31,843.74	11,650.00	20,193.74	
2 07/01/2026	31,843.74	10,708.97	21,134.77	208,671.49
2026 Totals	31,843.74	10,708.97	21,134.77	
3 07/01/2027	31,843.74	9,724.09	22,119.65	186,551.84
2027 Totals	31,843.74	9,724.09	22,119.65	
4 07/01/2028	31,843.74	8,693.32	23,150.42	163,401.42
2028 Totals	31,843.74	8,693.32	23,150.42	
5 07/01/2029	31,843.74	7,614.51	24,229.23	139,172.19
2029 Totals	31,843.74	7,614.51	24,229.23	
6 07/01/2030	31,843.74	6,485.42	25,358.32	113,813.87
2030 Totals	31,843.74	6,485.42	25,358.32	
7 07/01/2031	31,843.74	5,303.73	26,540.01	87,273.86
2031 Totals	31,843.74	5,303.73	26,540.01	
8 07/01/2032	31,843.74	4,066.96	27,776.78	59,497.08
2032 Totals	31,843.74	4,066.96	27,776.78	
9 07/01/2033	31,843.74	2,772.56	29,071.18	30,425.90
2033 Totals	31,843.74	2,772.56	29,071.18	
10 07/01/2034	31,843.74	1,417.84	30,425.90	0.00
2034 Totals	31,843.74	1,417.84	30,425.90	
Grand Totals	318,437.40	68,437.40	250,000.00	

Return to:
Simmons Olsen Law Firm, P.C.
1502 Second Avenue
Scottsbluff, NE 69361



DEED OF TRUST

This Deed of Trust is made on July ___, 2024, between the following parties:

Trustor: Walther Investment, LLC, a Michigan limited liability company
52944 N. US Highway 131
Three Rivers, MI 49093-8400

Trustee: Kent A. Hadenfeldt, Attorney at Law
1502 2nd Avenue
Scottsbluff, NE 69361

Beneficiary: City of Scottsbluff, Nebraska
2525 Circle Drive
Scottsbluff, Nebraska 69361

Trustor irrevocably conveys to Trustee, in Trust, with power of sale, all of the Trustor's interest in the real estate described as follows:

In Township 24 North, Range 49 West of the 6th P.M., Box Butte County, Nebraska:
Section 25: NW¼
(the "Real Estate").

Together with all the rents and profits from the Real Estate and subject to easements and restrictions of record, if any.

Recitals:

a. The Trustor and Beneficiary have entered into an Economic Development Assistance Agreement dated June ___, 2024 (the "EDA Agreement") which provides for a loan to Trustor in the amount of \$250,000.00 (the "Loan").

b. This Deed of Trust secures to Beneficiary the Loan, any future advances with interest which may be later made by agreement of the parties, the payment of all other sums, with interest, advanced to protect the security and the performance of Trustor's covenants and agreements.

c. The total principal indebtedness outstanding and secured by this Deed of Trust, not including advances to protect the Real Estate, shall not exceed \$250,000.00 at any one time.

d. Trustor covenants that Trustor is lawfully seised of the Real Estate and has the legal power and

lawful authority to convey the same and warrants and will defend title to the Real Estate against the lawful claims of all persons.

It is Agreed as Follows:

1. Trustor shall pay when due, the Loan and all other amounts which Trustor is required to pay under the EDA Agreement.
2. Trustor shall pay all general real estate taxes and special assessments against the Real Estate before the same become delinquent.
3. Trustor shall grant no other liens against the Real Estate which have priority over this Deed of Trust. If Beneficiary determines that any part of the Real Estate is subject to a lien, which is or may attain priority over this Deed of Trust, Beneficiary may give Trustor a notice identifying the lien and Trustor shall satisfy the lien within 10 days.
4. Trustor shall keep the improvements on the Real Estate insured against loss by fire and hazards included within the term "extended coverage" for their insurable value and policies for the same shall include a standard mortgage clause showing Beneficiary's interest. In event of loss, Beneficiary may make proof of loss if not promptly made by Trustor. Insurance proceeds shall be applied to restoration or repair of the Real Estate damaged, unless both parties otherwise agree, except if restoration or repair is not economically feasible or Beneficiary's security is not lessened, otherwise said proceeds shall be paid on the debt herein, whether or not then due.
5. If Trustor fails to perform the covenants and agreements of this Deed of Trust, Beneficiary may do and pay for whatever is necessary to protect the value of the Real Estate and Beneficiary's rights in the Real Estate, including the paying of any sum secured by a lien which has priority over this Deed of Trust, appearing in Court, paying reasonable attorney fees and entering the Real Estate to make repairs. Any amount disbursed by Beneficiary under this paragraph shall become an additional debt secured by this Deed of Trust, to bear interest from the date of disbursement and said amount, together with the then unpaid principal amount, shall bear interest at 7% per annum until refunded.
6. The proceeds of any condemnation award are hereby assigned and shall be paid to Beneficiary and shall be applied to the sums secured by this Deed of Trust, whether or not then due, with any excess paid to Trustor.
7. Any extensions or modifications of the Loan or the EDA Agreement granted by Beneficiary to any successor in interest of Trustor shall not operate to release the liability of Trustor or their successors in interest. Any forbearance by Beneficiary in exercising any right or remedy shall not be a waiver of or preclude the exercise of any right or remedy.
8. Any notice to Trustor provided for in this Deed of Trust shall be given by delivering it or by mailing it by first class mail unless Nebraska law requires use of another method, at the Trustor's last known address.
9. This Deed of Trust shall be governed by the laws of Nebraska.
10. Trustor requests that a copy of any notice of default and a copy of any notice of sale shall be mailed to each person who is a party to this Deed of Trust at the addresses set out above. The notice shall specify (a) the default, (b) the action required to cure the default, (c) a date not less than 60 days from the date the notice is given to Trustor by which the default must be cured, and (d) that failure to cure the default on or before the date specified in the notice may result in acceleration of the sum secured by this Deed of Trust and sale of the real estate. The notice shall further inform Trustor of the right to reinstate, after acceleration, and the right to bring a court action to assert the nonexistence of a default or any other defense of Trustor to acceleration and sale. If default is not cured, on or before the date specified in the notice, Beneficiary, at its option, may require immediate payment in full of all sums secured by this Deed of Trust without further demand and may invoke the power of sale and any other remedies permitted by Nebraska law. Beneficiary shall be entitled to collect all expenses incurred in pursuing the remedies provided in this paragraph, including but not limited to reasonable attorney fees and costs of title evidence.

11. If the power of sale is invoked, Trustee shall record a notice of default in each county in which any part of the Real Estate is located and shall mail copies of such notice in the manner prescribed by Nebraska law. Trustee shall give public notice of sale to the persons and in the manner prescribed by Nebraska law. Trustee, without demand on Trustor, shall sell Trustor's interest in the Real Estate at public auction to the highest bidder at the time and place and under the terms designated in the notice of sale in one or more parcels and in any order Trustee determines. Trustee may postpone sale of all or any portion of the Real Estate by public announcement at the time and place of any previously scheduled sale. Beneficiary or its designee may purchase the Real Estate at any sale.

Upon receipt of payment of the price bid, Trustee shall deliver to the purchaser a Trustee's Deed conveying the Real Estate. The recitals in the Trustee's Deed shall be prima facie evidence of the truth of the statements made therein. Trustee shall apply the proceeds of sale in the following order: (a) to all expenses of the sale including, but not limited to, Trustee's fees as permitted by Nebraska law and reasonable attorney fees; (b) to all sums secured by this Deed of Trust; and (c) any excess to the person or persons legally entitled to it.

12. Upon acceleration under Paragraph 10 or abandonment of the Real Estate, Beneficiary (in person, by agent or by judicially appointed receiver) shall be entitled to enter upon, take possession of and manage the Real Estate and to collect the rents of the Real Estate, including those past due. Any rents collected by Beneficiary or the receiver shall be applied first to payment of the costs of management of the Real Estate and collection of rents including, but not limited to, receiver's fees, premiums on receiver's bonds and reasonable attorney fees, and then to the sums secured by this Deed of Trust.

13. Upon payment of all sums secured by this Deed of Trust, Beneficiary shall direct Trustee to reconvey the Real Estate and shall surrender this Deed of Trust. Trustee shall reconvey the Real Estate without warranty and without charge to the persons legally entitled to it.

14. Beneficiary, at its option, may from time to time remove Trustee and appoint a successor Trustee by an instrument recorded in the county in which this Deed of Trust is recorded. Without conveyance of the Real Estate, the successor Trustee shall succeed to all the title, power and duties conferred upon Trustee under this Deed of Trust and Nebraska law.

15. The parties request that a copy of any notice of default and a copy of any notice of sale, be mailed to each party at the addresses provided for above.

16. In the event that the Real Estate is sold, leased, assigned, or otherwise conveyed in any manner without Beneficiary's consent, Beneficiary may declare the Loan immediately due and payable.

Walther Investment, LLC, a Michigan limited liability company

By: _____
Jason Walther, President and CEO

State of _____, County of _____:

This Deed of Trust was acknowledged before me on _____, 2024, by Jason Walther, as President and CEO of Walther Investment, LLC, a Michigan limited liability company, for and on behalf of the company.

Notary Public

Walther Investment LLC - Unanimous Written Consent of the Managers (re Economic Development Grant)

Final Audit Report

2024-06-18

Created:	2024-06-17
By:	Michele Guyman (MGuyman@willis.law)
Status:	Signed
Transaction ID:	CBJCHBCAABAAvniAZxT493wLALSTuygdO-1UMy1ulmil

"Walther Investment LLC - Unanimous Written Consent of the Managers (re Economic Development Grant)" History

-  Document created by Michele Guyman (MGuyman@willis.law)
2024-06-17 - 4:36:19 PM GMT
-  Document emailed to anthony.walther@waltherfarms.com for signature
2024-06-17 - 4:49:32 PM GMT
-  Document emailed to dennis.walther@waltherfarms.com for signature
2024-06-17 - 4:49:32 PM GMT
-  Document emailed to gary.walther@waltherfarms.com for signature
2024-06-17 - 4:49:33 PM GMT
-  Document emailed to greg.walther@waltherfarms.com for signature
2024-06-17 - 4:49:33 PM GMT
-  Document emailed to jason.walther@waltherfarms.com for signature
2024-06-17 - 4:49:33 PM GMT
-  Document emailed to jeremy.walther@waltherfarms.com for signature
2024-06-17 - 4:49:33 PM GMT
-  Document emailed to nick.walther@waltherfarms.com for signature
2024-06-17 - 4:49:34 PM GMT
-  Email viewed by anthony.walther@waltherfarms.com
2024-06-17 - 4:58:48 PM GMT

-  Email viewed by gary.walther@waltherfarms.com
2024-06-17 - 5:01:48 PM GMT
-  Signer gary.walther@waltherfarms.com entered name at signing as Gary Walther
2024-06-17 - 5:02:54 PM GMT
-  Document e-signed by Gary Walther (gary.walther@waltherfarms.com)
Signature Date: 2024-06-17 - 5:02:56 PM GMT - Time Source: server
-  Email viewed by greg.walther@waltherfarms.com
2024-06-17 - 5:10:54 PM GMT
-  Email viewed by jeremy.walther@waltherfarms.com
2024-06-17 - 5:56:44 PM GMT
-  Signer jeremy.walther@waltherfarms.com entered name at signing as Jeremy Walther
2024-06-17 - 6:00:07 PM GMT
-  Document e-signed by Jeremy Walther (jeremy.walther@waltherfarms.com)
Signature Date: 2024-06-17 - 6:00:09 PM GMT - Time Source: server
-  Email viewed by jason.walther@waltherfarms.com
2024-06-17 - 6:16:28 PM GMT
-  Signer jason.walther@waltherfarms.com entered name at signing as Jason Walther
2024-06-17 - 6:18:35 PM GMT
-  Document e-signed by Jason Walther (jason.walther@waltherfarms.com)
Signature Date: 2024-06-17 - 6:18:37 PM GMT - Time Source: server
-  Email viewed by dennis.walther@waltherfarms.com
2024-06-17 - 7:17:02 PM GMT
-  Signer dennis.walther@waltherfarms.com entered name at signing as Dennis P Walther
2024-06-17 - 7:18:17 PM GMT
-  Document e-signed by Dennis P Walther (dennis.walther@waltherfarms.com)
Signature Date: 2024-06-17 - 7:18:19 PM GMT - Time Source: server
-  Email viewed by nick.walther@waltherfarms.com
2024-06-18 - 1:11:12 PM GMT
-  Signer nick.walther@waltherfarms.com entered name at signing as Nicholas Walther
2024-06-18 - 1:12:03 PM GMT
-  Document e-signed by Nicholas Walther (nick.walther@waltherfarms.com)
Signature Date: 2024-06-18 - 1:12:05 PM GMT - Time Source: server



 Signer anthony.walther@waltherfarms.com entered name at signing as Anthony Walther
2024-06-18 - 7:25:43 PM GMT

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Signature Date: 2024-06-18 - 7:25:45 PM GMT - Time Source: server

 Signer greg.walther@waltherfarms.com entered name at signing as Greg Walther
2024-06-18 - 8:07:53 PM GMT

 Document e-signed by Greg Walther (greg.walther@waltherfarms.com)
Signature Date: 2024-06-18 - 8:07:55 PM GMT - Time Source: server

 Agreement completed.
2024-06-18 - 8:07:55 PM GMT

