



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

Regular Meeting
November 4, 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 October 21, 2024 Regular Meeting and Board of Equalization Meeting Minutes.
 - b)
Council to excuse the absence of Council Member Salomon from the October 21, 2024 Regular Meeting.
 - c)
Council to excuse the absence of Council Member Vidlak from the October 21, 2024

Regular Meeting.

- d) Council to approve the bid specifications for Two, New, Half Ton, 4 Wheel Drive, Crew Cab Pickup Trucks, for the Parks Department, and authorize the city clerk to advertise for bids to be received by November 26, 2024 at 10:00 a.m.
- e) Council to approve the bid specifications for the Riverside Parks Facilities Hail Repair and authorize the city clerk to advertise for bids to be received by November 26, 2024 at 1:00 p.m.
- f) Council to consider and take action on claims of the City.

8. Resolution & Ordinances

- a) Council to consider action on the second reading of an Ordinance levying a special assessment in Paving District No. 314.
- b) Council to consider action on the second reading of an Ordinance levying a special assessment in Sanitary Sewer District No. 167.

9. Petitions, Communications, Public Input

- a) Council to discuss and consider action on a Special Designated Liquor License for BDS3C, LLC d/b/a Flyover Brewing Company to sell beer, wine, and distilled spirits at the Very Merry Christmas Market on December 7th from 9:00 a.m. to 5:00 p.m. on the 1600-1900 Blocks of Broadway.

10. Bids & Awards

- a) Council to discuss and consider awarding the bid for NovaPlay Sports Color Coating System, for the mini-pitch soccer surface at Veterans Park, to Pro Track and Tennis, Inc., in the amount of \$18,800.
- b) Council to discuss and consider awarding the bid for a mini-pitch soccer system, at Veterans Park, to Musco Sports Lighting, LLC in the amount of \$71,000.
- c) Council to discuss and consider awarding the bid for Splash Pad Features, for the existing splash pad at Veterans Park, to Commercial Recreation Specialists, in the amount of \$17,450.

- d) Council to discuss and consider awarding the bid for underground sprinkler installation, around the Kiwanis playground at Riverside Park, to Roanco Sprinklers in the amount of \$15,995.

11. Reports from Staff, Boards & Commissions

- a) Council to discuss and consider action on the revised Second Amendment to Land Lease Agreement between the City of Scottsbluff and Cellco Partnership d/b/a Verizon Wireless and authorize the Mayor's signature on the Agreement and Memorandum of Lease.
- b) Council to discuss and consider action on the Agreement, for the survey and design for finishing work around Westmoor Pickleball courts, with JEO Consulting Group, Inc., and authorize the Mayor to sign the Agreement.
- c) Council to discuss and consider action on the Amendment to Economic Development Assistance Agreement between the City of Scottsbluff and BDS3C, LLC and authorize the Economic Development Program Administrator to sign the Amended Agreement.

- 12. 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.

13. Adjournment

City of Scottsbluff, Nebraska

Monday, November 4, 2024

Regular Meeting

Item 7.a

Council to approve the October 21, 2024 Regular Meeting and Board of Equalization Meeting Minutes.

Staff Contact: Kimberley Wright

Regular Meeting
October 21, 2024

The Scottsbluff City Council met in a regular meeting on October 21, 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 October 17, 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 October 17, 2024. Mayor McKerrigan presided and City Clerk Wright recorded the proceedings. The meeting was called to order and The Pledge of Allegiance was recited. Mayor McKerrigan welcomed everyone in attendance and encouraged all citizens to participate in the Council meeting asking those wishing to speak to come to the microphone and state their name and who they are representing for the record. Mayor McKerrigan informed those in attendance that a copy of the Nebraska open meetings act is posted in the back of the room on the west wall for the public's review. The following Council Members were present: Jeanne McKerrigan, Jordan Colwell, and Angela Scanlan. Also, present were City Manager Kevin Spencer and City Attorney Kent Hadenfeldt. Absent: Matt Salomon and Betsy Vidlak.

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

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

- a) The minutes of the October 7, 2024 Regular Meeting be approved,
 - b) The absence of Council Member Scanlan from the October 7, 2024 Regular Meeting be excused,
 - c) The bid specifications for the City of Scottsbluff Baseball Facilities Hail Repairs and authorizing the city clerk to advertise for bids to be received by Wednesday, November 13th at 1:00 p.m. be approved,
 - d) The appointment of Kevin Spencer to the League Association of Risk Management Board of Directors be approved,
 - e) The following claims be approved and paid as provided by law out of the respective funds designated in the list of claims dated October 21, 2024 as on file with the City Clerk and submitted to the City Council "YEAS," Colwell, Scanlan and McKerrigan, "NAYS," None.
- Absent: Salomon and Vidlak.

CLAIMS

ACCELERATED RECEIVABLES SOLUTIONS, WAGE ATTACHMENT, 357; ACTION COMMUNICATIONS INC.,CIP-PATROL CARS-PD,1500; ADVANCE AUTO PARTS,AUTOMOTIVE BATTERIES - TOWER 1,305.59; AIRGAS USA, LLC,DEPARTMENT SUPPLIES-SAN,32.43; AK BROWN ENTERPRISES LLC,GENERATOR CABLE FOR BYPASS SWITCH,430; AMERICAN LEGAL PUBLISHING CORPORATION, CONTRACTUAL, 500; ANDERSON FORD INC, REPLACEMENT #5 PATROL CAR,47339; ANNA GAMBOA,CONTRACTUAL,3480; ASSOCIATED SUPPLYCO,INC,DEPARTMENTSUPPLIES-REC,1968.22;AUTOZONESTORES,INC,AUTOMOTIVE BATTERIES - TOWER 1,413.24; BEELINE SERVICE INC,TOW SERVICE-PD,1315; BLUFFS

FACILITY SOLUTIONS,JAN. SUP.,281.98; BROWN'S SHOE FIT, CO.,CLOTHING ALLOW/BOOTS FOR LEE STERKEL,776.15;CELLCO PARTNERSHIP,IPADS, TABLETS, CELL PHONES, GRIDSMART FOR TRANS.,1102.87; CENTER POINT INC,COLL.,1769.04; CHRIS REYES,DEPT SUPPL PD, 146.75; CIVICPLUS LLC, CONTRACTUAL, 12907.65; COMPUTER CONNECTION INC, CONTRACTUALPD,44;CONTRACTORS MATERIALS INC.,BLADES FOR CONCRETE SAW,3555.52; CORE & MAIN LP,DEPT SUP,162.54; CREDIT BUREAU OF COUNCIL BLUFFS, MEMBERSHIP FEE - SEPT 2024,100; CRESCENT ELECT. SUPPLY COMP INC,EQUIP MAINT,738.18; DELGADO LUPE,CONSULTING-PD,25; DEMCO, INC,DEP. SUP.,255.16; ELLIOTT EQUIPMENT COMPANY INC.,VEHICLE MAINTENANCE SAN,200.07;ENERGY LABORATORIES, INC DEPT 6250,SAMPLES, 216;ERIC REICHERT INSULATION & CONSTRUCTION INC,CONTRACTUAL SVC,450; ESSENTIAL FUEL LLC STORE #003, VEH MAINT PD, 275; FEDERAL EXPRESS CORPORATION, POSTAGE,256.82; FRANCISCO'S BUMPER TO BUMPER INC,HAIL STORM VEHICLE,1028; GALLS PARENT HOLDINGS, LLC,UNIFORMS-PD,390.2; GI HOSPITALITY,SCHOOLS & CONF-PD,330; GREENING ENTERPRISES INC.,FIRE HOSE FOR ENGINE 3,19083.95; HAWKINS, INC.,CHEMICALS,4038.25; HD SUPPLY INC, DEPT SUP, 4021.65; HONEYWAGON EXPRESS, CONTRACTUAL,225; HULLINGER GLASS & LOCKS INC.,BLDG MAINT-PD,64.5; IDEAL LAUNDRY AND CLEANERS, INC.,JAN. SUP.,1058.92; INTERNAL REVENUE SERVICE,FEDERAL QTRLY WITHHOLDING,603991.84;INTRALINKS, INC,DATTO ALTO OCT 2024 ADM/WATER,3112; J G ELLIOTT CO INC,BOND,995; JOHNSON KALEB,SCHOOLS & CONF-PD,76; KNOW HOW LLC,DEPARTMENT SUPPLIES SAN, 5440.42; LEAGUE ASSOCIATION OF RISK MANAGEMENT, WORKCOMP POL/FIRE,4814.04;LEGACY COOPERATIVE,DIESEL FUELS SAN,26479.53;LEMAITRE KENDRA,REFUND SHELTER,50;LEXISNEXIS RISK DATA MANAGEMENT,CONSULTING-PD,200; LOGAN CONTRACTORS SUPPLY INC,2 CANS DETACK SURFACE TACK,251.88; MACQUEEN EQUIPMENT INC,NEW 2024 ELGIN REGENX1 STREET SWEEPER W/CHASSIS, 267011.05;MADISON NATIONAL LIFE,INSURANCE,2787.81; MARQUEE BROADCASTING WEST INC,TRI-CITY STORMWATER PSAS-TV,OTT,WEB,2500;MENARDS,INC,DEPT SUPP PARK,1522.36; MICHAEL BEEBE,BLDG MAINT ADM,105; MIDWEST CONNECT, LLC,UB PROCESSING SEPT 2024,4908.1; MUNICIPAL SUPPLY INC. OF NEBRASKA,DEPT SUP,339.24; MURPHY TRACTOR & EQUIP CO, INC,EQUIP MAINT,5633.77; NE CHILD SUPPORT PAYMENT CENTER,NE CHILD SUPPORT PYBLE,1355.1; NE DEPT OF REVENUE,SALES TAX SEPT,21936.97; NEBRASKA PUBLIC POWER DISTRICT,ELECTRIC,42209.4; NEBRASKA RURAL RADIO ASSOCIATION,TRI-CITY STORMWATER PSAS - KNEB WEB AND TV,500; NEBRASKA STATE TREASURER'S OFFICE,DEPT SUPP ADM,506.89; NEBRASKA STATEWIDE ARBORETUM,ARBORETUM 5310 AND AFFILIATES SITE DUES,150;NEMNICH AUTOMOTIVE,VEH MAINT-PD,1090.66; NORTHWEST PIPE FITTINGS, INC. OF SCOTTS BLUFF, GROUND MAINT PARK, 1277.13; NPPD, STRUCTURE, 6172.98; O'REILLY AUTO ENTERPRISES, LLC,VEH MAINT PARK,166.22; PANHANDLE AUTOMOTIVE GROUP LLC,EQUIP MAINT CEM,187.02; PANHANDLE ENVIRONMENTAL SERVICES INC,SAMPLES,75; PINET, LEE,TREE WORKSHOP PRESENTER,100; PLATTE VALLEY BANK,HEALTH SAVINGS ACCT,9506.75;PODIUM AUTOMOTIVE GROUP,EQUIPMENT PARK,12625.37;QUICK CARE MEDICAL SERVICES, CONSULTING PD, 32; QUILL CORPORATION, DEPT SUPPL-PD,680.62; REAMS SPRINKLER SUPPLY CO.,DEPT SUPP CEM,1616.82; REGION 22 EMERGENCY MGMT,QUARTERLY EMERGENCY MANAGEMENT FEE,5140.72; REGIONAL CARE INC, CLAIMS, 108208.28; REGISTER OF DEEDS, LEGAL, 40; REZPLOT SYSTEM LLC, CONTRACTUAL,297;RICE KIMBERLY,UNIFORMS PD,22.5;RUSSEL'S AUTOMOTIVE,VEH MAINT -PD,1887.09; S M E C,EMPLOYEE DEDUCTION,114.5; SANDBERG IMPLEMENT, INC,EQUIP MAINT PARK,4130.82;SCB COUNTY TREASURER,EVIDENCE CASH-PD,378; SCB FIREFIGHTERS UNION LOCAL 1454,FIRE EE DUES,280; SCB IBEW 1597 UNION DUES, SCB IBEW 1597 UNION

DUES, 383.62; SCOTTSBLUFF POLICE OFFICERS ASSOCIATION, POLICE EE DUES,936; SHERIFF'S OFFICE, LEGAL FEES PD, 124.2; SIMMONS OLSEN LAW FIRM, P.C., LEGAL, 13644.79; SNELL SERVICES INC., BLDG. MAIN., 2160; SOUND SLEEPER SECURITY INC., CONTRACTUAL PD,14.95;TEXASPNEUDRAULICINC,VEHICLE MAINTENANC SAN, 2554.96; THE PEAVEY CORP, INVEST SUPPL-PD,333.67; TYLER TECHNOLOGIES, INC,UB FEES 7/1/24-9/30/24,8516.25; U AND U TRUCKING LLC ,CONTRACTUAL SERVICES SAN, 1102; UNDERWRITERS LABORATORIES INC,AERIAL AND GROUND LADDER TESTING,4396.5; UNION BANK & TRUST,RETIREMENT,46601.2;VANPELTFENCINGCO, INC,CEMETERY FENCE REPAIRS,3294.33; VERIZON COMMUNICATIONS INC,GPS SERVICE,111.65;W & R INC,BLDG MAINT-PD,3333.29;WESTERN COOPERATIVE COMPANY,GROUND MAINT PARK,6100.5; WESTERN COOPERATIVE COMPANY,DEPARTMENT SUPPLIES-SAN,4534.56;WESTERN PATHOLOGY CONSULTANTS, INC,YEARLY CONTRACT 2025,679; WHITING SIGNS,BLDG MAINT-PD,100; WYOMING CHILD SUPPORT ENFORCEMENT,CHILD SUPPORT,738.08; WYOMING FIRST AID & SAFETY SUPPLY, LLC,DEPARTMENT SUPPLIES-SAN,466.61; YOUNG MEN'S CHRISTIAN ASSOCIATION OF SCOTTSBLUFF, NE,YMCA,894;

Mr. Lane Kizzire, Finance Director, approached Council to present the September 2024 Financial Report. He explained, in the report, on page three, the Budget to Actual Comparisons section, the figures represent the unaudited totals at the end of the fiscal year. In addition, the remaining percentages of departments for the year all look good with the exception of the GIS Department. This is because the Esri Contract usually paid in October, was paid in September. Concerning the Revenue side of the report, everything looks good and nothing causes concern.

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

Council Member Scanlan made a motion, seconded by Council Member Colwell to adjourn as the City Council and convene as the Board of Equalization, "YEAS," McKerrigan, Colwell, and Scanlan. "NAYS," None. Absent: Salomon and Vidlak.

The Scottsbluff Board of Equalization met in a meeting on Monday, October 21, 2024 at 6:05 p.m. in the Council Chambers of City Hall, 2525 Circle Drive, Scottsbluff, NE. Notice was given by publication in the Star Herald on October 8, 2024. An agenda kept continuously current was available for public inspection at the office of the city clerk at all times from publication of the notice to the time of the meeting.

Chairman McKerrigan presided and City Clerk Wright recorded the proceedings. Chairman McKerrigan welcomed everyone in attendance and encouraged all citizens to participate in the meeting asking those wishing to speak to come to the microphone and state their name and address for the record. Chairman 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 Board Members were present: Angela Scanlan, Jeanne McKerrigan, and Jordan Colwell. Absent: Matt Salomon and Betsy Vidlak.

Chairman McKerrigan asked if there were any changes to the agenda. There was none. Chairman 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.

Chairman McKerrigan opened the public hearing, as advertised for this date, at 6:06 p.m. to consider setting special assessments to adjacent lots benefitted by the construction of Paving Improvement District No. 314 and Sanitary Sewer District No. 167.

Legal Counsel Hadenfeldt approached to explain several months ago Council passed an Ordinance, after a public hearing and according to Resolution, to create Paving District No. 314 and Sanitary Sewer

District No. 167 for public improvements on Avenue K and 28th Street, which is south of Home Depot. The reason the development occurred was because the City received a written request by a developer to form the two districts and make the improvements. After the improvements were accepted, Don Dye of M.C. Schaff and Associates, was the engineer who oversaw the project to verify it was completed.

Mr. Hadenfeldt additionally explained, one of the methods used to assess the improvements, once they are contracted, built, and accepted, is to assess by front footage on property that abuts the improvements. The City Council then convenes as the Board of Equalization to assess those benefits based upon the improvements that were constructed.

Mr. Don Dye, Engineer with M.C. Schaff, came forward and confirmed the improvements of the construction included 28th Street from Avenue I to Avenue K, and then Avenue K from 28th up to 29th Street. The project included sidewalks on both sides of the streets and sidewalks, driveways and sanitary sewer was also included for the six Frank lots north of 28th Street. The project was bid with Eric Reichert Construction being the low bidder and awarded the contract. Furthermore, he expanded on Legal Counsel Hadenfeldt's assessment explanation, stating each lot was broken down by front footage and assessed a percentage of each lot's responsibility, adding the City was responsible for the intersection.

There were no comments from the public. Mayor McKerrigan closed the public hearing at 6:10 p.m.

Council Member Colwell moved, seconded by Council Member Scanlan to approve assessing the improvements to adjacent lots benefitted by construction of Paving Improvement District No. 314 and Sanitary Sewer District No. 167, "YEAS," Colwell, McKerrigan, and Scanlan. "NAYS," None. Absent: Salomon and Vidlak

Council Member Scanlan made a motion to adjourn the Board of Equalization meeting at 6:11 p.m. The motion was seconded by Council Member Colwell, "YEAS," McKerrigan, Scanlan, and Colwell. "NAYS," None. Absent: Salomon and Vidlak.

Council Member Scanlan moved, seconded by Council Member Colwell to reconvene as the Scottsbluff City Council, "YEAS," Colwell, Scanlan, and McKerrigan. "NAYS," None. Absent: Salomon and Vidlak.

Council introduced the Ordinance levying a special assessment in Paving District No. 314 and was read by title on first reading: **AN ORDINANCE FINDING, ASCERTAINING, DETERMINING, EQUALIZING AND FIXING THE BENEFITS TO AND LEVYING SPECIAL ASSESSMENTS UPON THE LOTS, PART OF LOTS, LAND AND REAL ESTATE ABUTTING UPON AND ADJACENT TO AND ESPECIALLY BENEFITTED BY THE IMPROVEMENTS IN PAVING DISTRICT NO. 314 OF THE CITY OF SCOTTSBLUFF, NEBRASKA, FOR THE PURPOSE OF PAYING THE COSTS OF SUCH IMPROVEMENTS TO THE EXTENT OF SPECIAL BENEFIT TO SUCH LOTS, PART OF LOTS, LANDS AND REAL ESTATE BY REASON OF SUCH IMPROVEMENTS AND PROVIDING FOR PUBLICATION IN PAMPHLET FORM.**

Council introduced the Ordinance levying a special assessment in Sanitary Sewer District No. 167 and was read by title on first reading: **AN ORDINANCE FINDING, ASCERTAINING, DETERMINING, EQUALIZING AND FIXING THE BENEFITS TO AND LEVYING SPECIAL ASSESSMENTS UPON THE LOTS, PART OF LOTS, LAND AND REAL ESTATE ABUTTING UPON AND ADJACENT TO AND ESPECIALLY BENEFITTED BY THE IMPROVEMENTS IN SANITARY SEWER DISTRICT NO. 167 OF THE CITY OF SCOTTSBLUFF, NEBRASKA FOR THE PURPOSE OF PAYING THE COSTS OF SUCH IMPROVEMENTS TO THE EXTENT TO SPECIAL BENEFIT TO SUCH LOTS, PART OF LOTS, LANDS AND REAL ESTATE BY REASON OF SUCH IMPROVEMENTS AND PROVIDING FOR PUBLICATION IN PAMPHLET FORM.**

Ms. Sharaya Toof, Economic Development Director, came forward to present the Micro Tif application for Brandy and Eric Reichert for the 1802 Broadway Redevelopment Project. She started by explaining the statutory requirements for Micro Tif, by first acknowledging that the application was submitted and is for a single project. Secondly, she informed the project is for the repair or rehabilitation of an existing structure that has been within City limits for at least 60 years, which meets the condition as the building was built in 1946 and platted in 1916 to the Main Street Addition to Scottsbluff. Thirdly, the project is located in a blighted and substandard area and is in a county with a population of less than 100,000. Next, the assessed value of the property, when the project is completed, is estimated to be no more than \$1.5MM. This is satisfied because the property increase is to be approximately \$1,060,460.00. Finally, the proposed development is consistent with the comprehensive plan.

Ms. Brandy Reichert then approached and explained the property is the old Western Trails Sports building and the plan is to update and add commercial office space on the main floor. Also, the preliminary plan for the upstairs portion is to clean and seal up to eventually become a multi-purpose space such as a venue.

Council Member Scanlan moved, seconded by Council Member Colwell to approve the Micro Tif application for Brandy and Eric Reichert for the 1802 Broadway Redevelopment Project and authorize the Mayor to sign Resolution No. 24-10-02, "YEAS," Scanlan, McKerrigan, and Colwell. "NAYS," None. Absent: Salomon and Vidlak.

RESOLUTION NO. 24-10-02

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

Recitals:

a. On December 7, 2020, the City Council elected, by Resolution 20-12-02, to allow expedited reviews of redevelopment plans that meet the requirements in Section 18-2155(2) of the Community Development Law (NEB. REV. STAT. § 18-2101 *et seq.*).

b. Brandy and Eric Reichert (the "Redevelopers") have submitted an Application for Expedited Review of Community Redevelopment Plan (the "Plan") for the *1802 Broadway Redevelopment Project* (the "Project"), dated September 12, 2024. The Redevelopers have paid the application fee for the Plan.

c. The Plan proposes to redevelop an area of the City that the City Council has declared to be blighted and substandard and in need of redevelopment. The Plan includes the use of tax increment financing.

d. The City Manager and the Economic Development Director have conducted an expedited review of the Plan, determined that the Plan meets the requirements of Section 18-2155(2) of the Community Development Law, and recommended approval of the Plan.

Resolved:

1. The City Council has determined that the Plan meets the requirements of Section 18-2155(2) of the Community Development Law and is consistent with the City's Comprehensive Plan.

2. The City Council approves the Plan and the Project.

3. The City Manager and designees and the Community Redevelopment Authority are authorized and directed to execute such documents and take such further actions as are necessary to carry out the purposes and intent of this Resolution and the Plan according to Section 18-2155 of the Community Development Law.

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

PASSED and APPROVED on October 21, 2024

Mayor

ATTEST:

City Clerk (Seal)

Regarding the Certificate of Resolutions and Second Amendment to the City of Scottsbluff General City Employees' Pension Plan and Trust, City Manager Spencer explained when we changed Plan Administrators back in 2018, the requirement for all general employees to be eligible for the plan changed from an hourly consideration to a years of service consideration; this essentially meant that part time employees became qualified for the retirement program. However, with the passing of these documents, it will change the eligibility back to an hourly requirement, making the retirement plan available to full time employees only. Part time employees that are receiving the benefit will be able to keep it, but will not be able to participate anymore.

Council Member Colwell made a motion, seconded by Council Member Scanlan to approve the Certificate of Resolutions No. 24-10-03 and Second Amendment to the City of Scottsbluff General City Employees' Pension Plan and Trust and authorize the Mayor to sign both documents, "YEAS," Colwell, McKerrigan, and Scanlan. "NAYS," None. Absent: Salomon and Vidlak.

CERTIFICATE OF RESOLUTIONS 24-10-03
OF
THE CITY OF SCOTTSBLUFF, NEBRASKA

The undersigned hereby certifies that he/she is the Mayor of the City of Scottsbluff, Nebraska (the "City"), and that the following resolutions were duly adopted by the City Council on the 21st day of October, 2024.

WHEREAS, the City maintains a retirement plan known as the City of Scottsbluff General City Employees' Pension Plan and Trust (the "Plan"), for the benefit of its eligible employees, and, as the Sponsoring Employer of the Plan, has the authority to amend the provisions of the Plan under Section 9.1 of the Basic Municipal Employees Plan and Trust Agreement for the Plan; and

WHEREAS, the City has determined that the Plan should be amended, for Plan Years beginning on or after January 1, 2024, to eliminate the Elapsed Time Method for purposes of eligibility and vesting service under the Plan and instead apply the Hours of Service Method for purposes of eligibility and vesting service under the Plan.

NOW, THEREFORE, it is:

RESOLVED, that the Plan shall be, and it hereby is, amended in the form set forth in the Second Amendment to the City of Scottsbluff, Nebraska General City Employees' Pension Plan and Trust, and which is attached hereto and by this reference fully incorporated herein;

RESOLVED FURTHER, that the Mayor and other appropriate officials and officers of the City of Scottsbluff shall be, and they hereby are, authorized to do any and all things, including the execution of the attached Amendment to the Plan, together with any other document or amendment which may be necessary or appropriate to effectuate the amendment of the Plan and any additional action as may be necessary or appropriate to continue the tax qualification of the Plan, as amended, under Sections 401(a) and 501(a) of the Internal Revenue Code of 1986 and the regulations promulgated thereunder.

Executed this 21st day of October, 2024.

MAYOR

Mayor McKerrigan read the proclamation naming November as Lung Cancer Awareness month in Nebraska.

Mr. Spencer presented the bids for a new, one-ton truck for the water department. He explained this truck will replace a 2000 Ford F150 Pickup, adding we received three bids for the specifications of a diesel truck with cab and chassis only. With this new truck, a utility bed will still need to be purchased and installed, but the total will fall under the budgeted amount of \$90,000. Staff is recommending awarding the bid to Team Chevrolet in the amount of \$58,980.

Council Member Colwell made a motion, seconded by Council Member Scanlan to approve awarding the bid for a new, one ton truck for the Water Department to Team Auto Center in the amount of \$58,980., “YEAS,” McKerrigan, Colwell, and Scanlan. “NAYS,” None. Absent: Salomon and Vidlak.

Mr. Spencer then approached Council regarding awarding the bid for the Cemetery and Soccer Complex Hail Damage repair. He informed we received four bids for this project and is recommending the low bid from Schank Roofing in the amount of \$71,046.21.

Council Member Scanlan moved to award the bid to Schank Roofing in the amount of \$71,046.21 for the Cemetery and Soccer Complex Hail Damage Repair. The motion was seconded by Council Member Colwell. “YEAS,” Scanlan, McKerrigan, and Colwell. “NAYS,” None. Absent: Salomon and Vidlak,

Regarding a motion to ratify all actions of Kevin Spencer, City of Scottsbluff LARM Representative, identified in the minutes of the Annual Members Meeting of the League Association of Risk Management on October 2, 2024, including the election of the nominees to the LARM Board of Directors, Mr. Spencer informed Council he has been appointed to the LARM Board of Directors and needs to have all of his actions at their October 2nd meeting ratified. The items that he voted on include: approving

the minutes, nominating and approving board members and accepting the report of LARM's Annual Audited Financial Statements and Actuarial Opinion. He also voted on the adjournment.

Council Member Scanlan moved, seconded by Council Member Colwell to ratify all actions of Kevin Spencer, City of Scottsbluff LARM Representative, identified in the minutes of the Annual Members Meeting of the League Association of Risk Management on October 2, 2024, including the election of the nominees to the LARM Board of Directors, "YEAS," Colwell, Scanlan, and McKerrigan. "NAYS," None. Absent: Salomon and Vidlak.

Mr. Spencer presented the Second Amendment to Land Lease Agreement between the City and Cellco Partnership d/b/a Verizon Wireless. He explained Verizon wants to extend the current Agreement which expires in 2054, thirty-five more years, to be broken down in seven, five-year renewals, ending in 2089. Currently the City is paid \$1,033.99/month and this will go up on September 1st by 2%. Also, we will get a one-time payment of \$10,000, and the revenue share will increase from \$100 to \$150 or 10%, whichever is greater. Staff is recommending approval.

Council Member Colwell made a motion, seconded by Council Member Scanlan to approve the Second Amendment to Land Lease Agreement between the City of Scottsbluff and Cellco partnership d/b/a Verizon Wireless and authorize the mayor to sign the Agreement and Memorandum of Lease, "YEAS," McKerrigan, Scanlan, and Colwell. "NAYS," None. Absent: Salomon and Vidlak.

Under Council Reports, City Manager Spencer stated he will be traveling to Lincoln on Thursday to attend a Crime Commission Board Meeting on Friday.

Council Member Colwell moved to adjourn the meeting at 6:34 p.m. The motion was seconded by Council Member Scanlan, "YEAS," Scanlan, McKerrigan, Colwell. "NAYS," None. Absent: Salomon and Vidlak.

Mayor

Attest:

City Clerk

"SEAL"

City of Scottsbluff, Nebraska

Monday, November 4, 2024

Regular Meeting

Item 7.b

Council to excuse the absence of Council Member Salomon from the October 21, 2024 Regular Meeting.

Staff Contact: Kimberley Wright

City of Scottsbluff, Nebraska

Monday, November 4, 2024

Regular Meeting

Item 7.c

Council to excuse the absence of Council Member Vidlak from the October 21, 2024 Regular Meeting.

Staff Contact: Kimberley Wright

City of Scottsbluff, Nebraska

Monday, November 4, 2024

Regular Meeting

Item 7.d

Council to approve the bid specifications for Two, New, Half Ton, 4 Wheel Drive, Crew Cab Pickup Trucks, for the Parks Department, and authorize the city clerk to advertise for bids to be received by November 26, 2024 at 10:00 a.m.

Staff Contact: Matthew Carpenter



City of Scottsbluff Parks Department Bid Specifications

For

Two New Half Ton 4 Wheel Drive Crew Cab
Pickup Trucks

November 4, 2024

Sealed Bids will be received by the City of Scottsbluff, Nebraska at the office of the City Clerk until 10:00 a.m. November 26th, 2024 for furnishing Two, New, Half Ton 4 x 4 Trucks with Crew Cab. Specifications and Instructions to Bidders are available at the office of the City Clerk. The Council reserves the right to reject any and all bids and to waive irregularities.

Kimberley Wright
City Clerk

Instructions to Bidders

1. All bids need to be submitted on the bid form provided so they may be properly compared and evaluated.
2. The bids will be for two new half-ton 4 x 4 trucks with crew cab
3. Bids are to be quoted F.O.B. Scottsbluff, NE.
4. Bids need to include the year, make and model of the truck/equipment being bid. They also need to include the manufacturer's brochure with detailed specifications of the identical model being bid.
5. The Parks Department is TAX EXEMPT
6. The bids shall be submitted to the City Clerk's office by 10:00 A.M., November 26th, 2024, in a sealed envelope, and the envelope clearly marked "Bid on two half Ton 4x4 Crew Cab Trucks
7. Bidders should be aware that Council reserves the right to reject any and all bids and to waive any irregularities for any reason deemed necessary.
8. Award of purchase will not become final until a notice has been issued by the City authorizing this purchase.
9. The City will pay for the truck/equipment meeting all specifications upon proper documentation of same, no sooner than the first Council meeting following delivery of same.
10. Please specify a delivery date for the unit being bid.
11. The price stated on the bid form shall be good through the date of delivery and subsequent payment.
12. Any items of noncompliance or variations to the minimum specification requirements listed on the following pages need to be written and submitted with the bid form.
13. Each bidder must have a current Nebraska motor vehicle dealers license, per Chapter 60, Article 14, of the Nebraska statutes.

MINIMUM SPECIFICATIONS FOR TWO, NEW, HALF TON 4 x 4 TRUCKS WITH CREW CAB

GENERAL. Two new half ton 4 x 4 truck with crew cab. The unit shall meet or exceed the following minimum requirements.

ENGINE. 8 cylinder gasoline powered engine

STEERING. Power assisted.

CAB. Crew

TRANSMISSION. Automatic equipped with cooler and filter.

COLOR. Factory white.

EQUIPMENT. Standard enclosed crew cab In addition to standard equipment, the truck shall be equipped with:

1. Air conditioning - factory installed
2. Trailer brake controller
3. Vinyl Floor
4. Running Boards
5. Power Windows and Locks

WARRANTY - Bidder shall state all warranties at time of bid.

Trade In's

2001 F-150

Vin: 1FTRF17W51NB33086

Miles: 108,452

1999 F-150

Vin: 2FTRF17W5XCA38543

Miles: 104,373

BIDDERS LIST

Team Chevrolet Toyota GMC

2014 E 20th Pl,
Scottsbluff, NE 69361

Transwest Ford

1515 E 20th St,
Scottsbluff, NE 69361

Reganis Auto Center

1901 E Overland,
Scottsbluff, NE 69361

City of Scottsbluff, Nebraska

Monday, November 4, 2024

Regular Meeting

Item 7.e

Council to approve the bid specifications for the Riverside Parks Facilities Hail Repair and authorize the city clerk to advertise for bids to be received by November 26, 2024 at 1:00 p.m.

Staff Contact: Matthew Carpenter

Advertisement for Bids
City of Scottsbluff Riverside Parks Hail Repairs

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

Sealed Bids for hail repairs for the riverside parks facilities for the City of Scottsbluff, will be received by Kimberley Wright, City Clerk at City Hall, 2525 Circle Drive, Scottsbluff, Nebraska until 1:00 P.M., (Local Time) November 26, 2024, and then at said office publicly opened and read aloud.

The project consists of repairing hail damage on multiple structures throughout the riverside parks facilities.

All bidders must be on the M.C. Schaff and Associates plan holders list in order to be considered a responsible bidder. Bidders will be added to the list once Contract Documents have been obtained.

The Contract Documents may be examined at the following locations:
City of Scottsbluff
2525 Circle Drive
Scottsbluff, NE 69361

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

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

/s/ Kimberley Wright
City Clerk

Publish three times:
11/7/2024; 11/14/2024; 11/21/2024
One affidavit of publication requested

City of Scottsbluff, Nebraska

Monday, November 4, 2024

Regular Meeting

Item 7.f

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

Staff Contact: Lane Kizzire



City of Scottsbluff, NE

Expense Approval Report

By Vendor Name

Post Dates 9/30/2024 - 11/4/2024

Description (Payable)	Account Name	Amount
Vendor: 08464 - 911 CUSTOM, LLC		
Fund: 111 - GENERAL		
VEH MAINT-PD	VEHICLE MAINTENANCE	3,363.17
		Fund 111 - GENERAL Total: 3,363.17
Fund: 215 - SPECIAL PROJECTS		
REPLACEMENT PARTS CAR #5	INSURED REPAIRS/REPLACE	254.30
		Fund 215 - SPECIAL PROJECTS Total: 254.30
		Vendor 08464 - 911 CUSTOM, LLC Total: 3,617.47
Vendor: 00602 - AK BROWN ENTERPRISES LLC		
Fund: 212 - STREETS		
BATTERY BACKUP FOR 20TH &...ELECTRICAL MAINTENANCE		8,068.00
BATTERY BACKUP FOR 20TH & I ELECTRICAL MAINTENANCE		7,140.00
		Fund 212 - STREETS Total: 15,208.00
		Vendor 00602 - AK BROWN ENTERPRISES LLC Total: 15,208.00
Vendor: 02118 - ANITA'S GREENSCAPING INC		
Fund: 111 - GENERAL		
Bldg. Main.	BUILDING MAINTENANCE	70.00
Bldg. Main.	BUILDING MAINTENANCE	390.00
		Fund 111 - GENERAL Total: 460.00
		Vendor 02118 - ANITA'S GREENSCAPING INC Total: 460.00
Vendor: 00295 - B & H INVESTMENTS, INC		
Fund: 111 - GENERAL		
CONTRACTUAL	CONTRACTUAL SERVICES	203.00
CONTRACTUAL	RENT-MACHINES	50.00
BLDG MAINT-PD	DEPARTMENT SUPPLIES	43.00
BLDG MAINT-PD	BUILDING MAINTENANCE	16.00
BLDG MAINT-PD	BUILDING MAINTENANCE	16.00
DEPT SUPP ADM	DEPARTMENT SUPPLIES	14.50
BLDG MAINT-PD	DEPARTMENT SUPPLIES	52.50
DEPT SUPP ADM	DEPARTMENT SUPPLIES	24.00
Dep. Sup.	DEPARTMENT SUPPLIES	74.00
RENTAL ADMIN	RENT-MACHINES	50.00
RENT-MACHINE-PD	RENT-MACHINES	15.00
		Fund 111 - GENERAL Total: 558.00
Fund: 212 - STREETS		
SUPP - WATER	DEPARTMENT SUPPLIES	52.50
SUPP - WATER	DEPARTMENT SUPPLIES	62.00
		Fund 212 - STREETS Total: 114.50
Fund: 621 - ENVIRONMENTAL SERVICES		
DEPT SUP	DEPARTMENT SUPPLIES	7.25
Department Supplies-SAN	DEPARTMENT SUPPLIES	62.00
DEPT SUP	DEPARTMENT SUPPLIES	7.25
Department Supplies-SAN	DEPARTMENT SUPPLIES	43.00
Contractual Services-SAN	CONTRACTUAL SERVICES	25.26
		Fund 621 - ENVIRONMENTAL SERVICES Total: 144.76
Fund: 631 - WASTEWATER		
DEPT SUP	DEPARTMENT SUPPLIES	7.25
DEPT SUP	DEPARTMENT SUPPLIES	7.25
		Fund 631 - WASTEWATER Total: 14.50
		Vendor 00295 - B & H INVESTMENTS, INC Total: 831.76

Expense Approval Report

Post Dates: 9/30/2024 - 11/4/2024

Description (Payable)	Account Name	Amount
Vendor: 10311 - BEST PLUMBING HEATING & COOLING		
Fund: 111 - GENERAL		
BLDG MAINT PARK	BUILDING MAINTENANCE	782.12
Fund 111 - GENERAL Total:		782.12
Vendor 10311 - BEST PLUMBING HEATING & COOLING Total:		782.12
Vendor: 09716 - BLACK HILLS GAS DISTRIBUTION LLC		
Fund: 111 - GENERAL		
Monthly Energy Bill	HEATING FUEL	102.77
Monthly Energy Bill	HEATING FUEL	54.46
Monthly Energy Bill	HEATING FUEL	54.46
Monthly Energy Bill	HEATING FUEL	22.66
Monthly Energy Bill	HEATING FUEL	86.09
Monthly Energy Bill	HEATING FUEL	50.78
Monthly Energy Bill	HEATING FUEL	101.59
Monthly Energy Bill	HEATING FUEL	40.16
Fund 111 - GENERAL Total:		512.97
Fund: 212 - STREETS		
Monthly Energy Bill	HEATING FUEL	267.55
Fund 212 - STREETS Total:		267.55
Fund: 621 - ENVIRONMENTAL SERVICES		
Monthly Energy Bill	HEATING FUEL	90.69
Fund 621 - ENVIRONMENTAL SERVICES Total:		90.69
Fund: 641 - WATER		
Monthly Energy Bill	HEATING FUEL	159.41
Fund 641 - WATER Total:		159.41
Vendor 09716 - BLACK HILLS GAS DISTRIBUTION LLC Total:		1,030.62
Vendor: 10605 - BLUEBEAM INC		
Fund: 111 - GENERAL		
DS & FIRE SOFTWARE ANNUAL.. CONTRACTUAL SERVICES		660.00
DS & FIRE SOFTWARE ANNUAL.. CONTRACTUAL SERVICES		330.00
Fund 111 - GENERAL Total:		990.00
Vendor 10605 - BLUEBEAM INC Total:		990.00
Vendor: 04893 - BROWN'S SHOE FIT, CO.		
Fund: 631 - WASTEWATER		
UNIFORMS & CLOTHING	UNIFORMS & CLOTHING	84.00
UNIFORMS & CLOTHING	UNIFORMS & CLOTHING	84.00
Fund 631 - WASTEWATER Total:		168.00
Vendor 04893 - BROWN'S SHOE FIT, CO. Total:		168.00
Vendor: 00735 - CAPITAL BUSINESS SYSTEMS INC.		
Fund: 111 - GENERAL		
Cont. Svcs.	CONTRACTUAL SERVICES	140.45
EQUIP MAINT ADM	EQUIPMENT MAINTENANCE	218.05
Fund 111 - GENERAL Total:		358.50
Fund: 212 - STREETS		
COPIER SERVICE	CONTRACTUAL SERVICES	40.17
Fund 212 - STREETS Total:		40.17
Vendor 00735 - CAPITAL BUSINESS SYSTEMS INC. Total:		398.67
Vendor: 07911 - CELLCO PARTNERSHIP		
Fund: 111 - GENERAL		
CELLULAR	CELLULAR PHONE	42.94
CELLPHONES-PD	PHONE & INTERNET	1,538.90
Fund 111 - GENERAL Total:		1,581.84

Expense Approval Report

Post Dates: 9/30/2024 - 11/4/2024

Description (Payable)	Account Name	Amount
Fund: 213 - CEMETERY		
CELLULAR	PHONE & INTERNET	42.94
		Fund 213 - CEMETERY Total: 42.94
		Vendor 07911 - CELLCO PARTNERSHIP Total: 1,624.78
Vendor: 10607 - CHRISTMAS DESIGNERS.COM		
Fund: 223 - KENO		
KENO	COMMUNITY BETTERMENT	12,643.75
		Fund 223 - KENO Total: 12,643.75
		Vendor 10607 - CHRISTMAS DESIGNERS.COM Total: 12,643.75
Vendor: 00484 - CITY OF GERING		
Fund: 621 - ENVIRONMENTAL SERVICES		
Disposal Fees-SAN	DISPOSAL FEES	43,235.15
		Fund 621 - ENVIRONMENTAL SERVICES Total: 43,235.15
		Vendor 00484 - CITY OF GERING Total: 43,235.15
Vendor: 02655 - CONTINUUM EAP		
Fund: 812 - HEALTH INSURANCE		
EAP CONTRACT FY24-25	CONTRACTUAL SERVICES	5,000.00
		Fund 812 - HEALTH INSURANCE Total: 5,000.00
		Vendor 02655 - CONTINUUM EAP Total: 5,000.00
Vendor: 09767 - CROELL INC		
Fund: 641 - WATER		
DEPT SUP	DEPARTMENT SUPPLIES	394.83
		Fund 641 - WATER Total: 394.83
		Vendor 09767 - CROELL INC Total: 394.83
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	19.74
Monthly Long Distance	PHONE & INTERNET	5.64
Monthly Long Distance	PHONE & INTERNET	2.35
Monthly Long Distance	PHONE & INTERNET	2.35
		Fund 111 - GENERAL Total: 40.89
Fund: 212 - STREETS		
Monthly Long Distance	PHONE & INTERNET	6.58
		Fund 212 - STREETS Total: 6.58
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	1.89
		Fund 621 - ENVIRONMENTAL SERVICES Total: 1.89
Fund: 631 - WASTEWATER		
Monthly Long Distance	PHONE & INTERNET	1.89
		Fund 631 - WASTEWATER Total: 1.89
Fund: 641 - WATER		
Monthly Long Distance	PHONE & INTERNET	1.89
		Fund 641 - WATER Total: 1.89

Expense Approval Report

Post Dates: 9/30/2024 - 11/4/2024

Description (Payable)	Account Name	Amount
Fund: 661 - STORMWATER		
Monthly Long Distance	PHONE & INTERNET	0.47
Fund 661 - STORMWATER Total:		0.47
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:		55.49
Vendor: 08687 - DELGADO LUPE		
Fund: 111 - GENERAL		
CONSULTING-PD	CONSULTING SERVICES	35.00
Fund 111 - GENERAL Total:		35.00
Vendor 08687 - DELGADO LUPE Total:		35.00
Vendor: 10279 - EAKES INC		
Fund: 111 - GENERAL		
DEPT SUPP	DEPARTMENT SUPPLIES	5.50
DEPT SUPP	DEPARTMENT SUPPLIES	26.49
DEPT SUPP	DEPARTMENT SUPPLIES	36.00
DEPT SUPP	DEPARTMENT SUPPLIES	26.49
DEPT SUPP	DEPARTMENT SUPPLIES	36.00
DEPT SUPP	DEPARTMENT SUPPLIES	18.00
DEPT SUPP	DEPARTMENT SUPPLIES	18.00
DEPT SUPP	DEPARTMENT SUPPLIES	19.85
DEPT SUPP	DEPARTMENT SUPPLIES	34.86
DEPT SUPP	DEPARTMENT SUPPLIES	15.19
DEPT SUPP	DEPARTMENT SUPPLIES	10.29
DEPT SUPP	DEPARTMENT SUPPLIES	10.29
DEPT SUPP	DEPARTMENT SUPPLIES	18.00
DEPT SUPP	DEPARTMENT SUPPLIES	15.25
DEPT SUPP CC	DEPARTMENT SUPPLIES	22.90
Fund 111 - GENERAL Total:		313.11
Fund: 224 - ECONOMIC DEVELOPMENT		
DEPT SUPP ED	DEPARTMENT SUPPLIES	32.36
Fund 224 - ECONOMIC DEVELOPMENT Total:		32.36
Vendor 10279 - EAKES INC Total:		345.47
Vendor: 01003 - ELLIOTT EQUIPMENT COMPANY INC.		
Fund: 621 - ENVIRONMENTAL SERVICES		
Department Supplies-SAN	DEPARTMENT SUPPLIES	417.95
Fund 621 - ENVIRONMENTAL SERVICES Total:		417.95
Vendor 01003 - ELLIOTT EQUIPMENT COMPANY INC. Total:		417.95
Vendor: 00548 - FEDERAL EXPRESS CORPORATION		
Fund: 641 - WATER		
POSTAGE	POSTAGE	109.38
POSTAGE	POSTAGE	97.82
Fund 641 - WATER Total:		207.20
Vendor 00548 - FEDERAL EXPRESS CORPORATION Total:		207.20
Vendor: 10547 - FIRST NATL BANK OF OMAHA		
Fund: 321 - CRA		
TIF KERSCH 11-4-24	TIF PASS THRU - INTEREST	5,596.61
Fund 321 - CRA Total:		5,596.61
Vendor 10547 - FIRST NATL BANK OF OMAHA Total:		5,596.61
Vendor: 10606 - FRANK POWERSPORTS LLC		
Fund: 631 - WASTEWATER		
EQUIPMENT	EQUIPMENT	29,553.95

Expense Approval Report

Post Dates: 9/30/2024 - 11/4/2024

Description (Payable)	Account Name	Amount
EQUIPMENT	EQUIPMENT	28,754.67
Fund 631 - WASTEWATER Total:		58,308.62
Vendor 10606 - FRANK POWERSPORTS LLC Total:		58,308.62
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: 10459 - GREAT PLAINS UNIFORMS LLC		
Fund: 111 - GENERAL		
UNIFORMS-PD	UNIFORMS & CLOTHING	4,527.00
Fund 111 - GENERAL Total:		4,527.00
Vendor 10459 - GREAT PLAINS UNIFORMS LLC Total:		4,527.00
Vendor: 10192 - GRIESS SPENCER		
Fund: 111 - GENERAL		
SCHOOLS & CONF-PD	SCHOOL & CONFERENCE	84.04
Fund 111 - GENERAL Total:		84.04
Vendor 10192 - GRIESS SPENCER Total:		84.04
Vendor: 10439 - HD SUPPLY INC		
Fund: 631 - WASTEWATER		
DEPT SUP	DEPARTMENT SUPPLIES	1,538.50
DEPT SUP	DEPARTMENT SUPPLIES	2,124.95
Fund 631 - WASTEWATER Total:		3,663.45
Vendor 10439 - HD SUPPLY INC Total:		3,663.45
Vendor: 09291 - INGRAM LIBRARY SERVICES INC		
Fund: 111 - GENERAL		
Coll.	COLLECTIONS	45.27
Coll.	COLLECTIONS	2,328.65
Coll.	COLLECTIONS	82.10
Coll	COLLECTIONS	175.69
Coll.	COLLECTIONS	211.91
Coll.	COLLECTIONS	20.68
Coll.	COLLECTIONS	73.88
Fund 111 - GENERAL Total:		2,938.18
Vendor 09291 - INGRAM LIBRARY SERVICES INC Total:		2,938.18
Vendor: 08525 - INTRALINKS, INC		
Fund: 111 - GENERAL		
DOMAIN REGISTRATION 12/0...	CONTRACTUAL SERVICES	124.95
Fund 111 - GENERAL Total:		124.95
Vendor 08525 - INTRALINKS, INC Total:		124.95
Vendor: 06131 - JOHN DEERE FINANCIAL		
Fund: 111 - GENERAL		
DEPT SUPP PARK	DEPARTMENT SUPPLIES	26.50
DEPT SUPP PARK	DEPARTMENT SUPPLIES	3,069.99
DEPT SUPP PARK	DEPARTMENT SUPPLIES	199.94
Fund 111 - GENERAL Total:		3,296.43
Fund: 212 - STREETS		
TIRE FOR SIGN TRAILER	EQUIPMENT MAINTENANCE	64.99
JEANS & BOOTS FOR R. CLEAYS	UNIFORMS & CLOTHING	208.46
JEANS FOR R. CLEAYS	UNIFORMS & CLOTHING	89.98
CLOTHING ALLOW - BOOTS F...	UNIFORMS & CLOTHING	207.48
BOOTS FOR R. WEATHERMAN	UNIFORMS & CLOTHING	148.45
BOOTS FOR K. BURTON	UNIFORMS & CLOTHING	139.98
BOOTS FOR EMPLOYEE	UNIFORMS & CLOTHING	209.97
BOOTS FOR J. PIERCE	UNIFORMS & CLOTHING	104.99

Expense Approval Report

Post Dates: 9/30/2024 - 11/4/2024

Description (Payable)	Account Name	Amount
CREDIT FOR JEANS	UNIFORMS & CLOTHING	-80.97
CREDIT ON JEANS	UNIFORMS & CLOTHING	-89.98
JEANS FOR R. CLEAYS	UNIFORMS & CLOTHING	39.99
JEAN FOR R. GARZA	UNIFORMS & CLOTHING	219.96
JEANS FOR K. BURTON	UNIFORMS & CLOTHING	149.97
Fund 212 - STREETS Total:		1,413.27

Fund: 215 - SPECIAL PROJECTS

K9 SUPPLIES-PD	DEPARTMENT SUPPLIES	53.98
Fund 215 - SPECIAL PROJECTS Total:		53.98

Fund: 621 - ENVIRONMENTAL SERVICES

Uniforms & Clothing-SAN	UNIFORMS & CLOTHING	184.99
Uniforms & Clothing-SAN	UNIFORMS & CLOTHING	139.99
Department Supplies-SAN	DEPARTMENT SUPPLIES	217.04
Department Supplies-SAN	DEPARTMENT SUPPLIES	599.98
UNIFORMS & CLOTHING	UNIFORMS & CLOTHING	154.98
UNIFORMS & CLOTHING	UNIFORMS & CLOTHING	43.49
Fund 621 - ENVIRONMENTAL SERVICES Total:		1,340.47

Fund: 631 - WASTEWATER

UNIFORMS & CLOTHING	UNIFORMS & CLOTHING	138.74
UNIFORMS & CLOTHING	UNIFORMS & CLOTHING	154.98
UNIFORMS & CLOTHING	UNIFORMS & CLOTHING	43.49
UNIFORMS & CLOTHING	UNIFORMS & CLOTHING	144.99
Fund 631 - WASTEWATER Total:		482.20
Vendor 06131 - JOHN DEERE FINANCIAL Total:		6,586.35

Vendor: 08067 - JOHN DEERE FINANCIAL

Fund: 212 - STREETS

JEANS FOR S. STANDS	UNIFORMS & CLOTHING	71.98
JEANS FOR C. ZAMARRIPA	UNIFORMS & CLOTHING	160.95
OVERALLS & JEANS FOR C. RO...	UNIFORMS & CLOTHING	183.52
JEANS FOR R. CLEAYS	UNIFORMS & CLOTHING	39.99
CREDIT FOR TAX	UNIFORMS & CLOTHING	-9.57
JEANS FOR J. PIERCE	UNIFORMS & CLOTHING	104.96
SUPP - SNOW FENCE WIRE	DEPARTMENT SUPPLIES	211.96
JEANS EXCHANGE FOR J. PIER...	UNIFORMS & CLOTHING	6.00
JEANS FOR R. WEATHERMAN	UNIFORMS & CLOTHING	59.99
Fund 212 - STREETS Total:		829.78

Fund: 621 - ENVIRONMENTAL SERVICES

UNIFORMS & CLOTHING	UNIFORMS & CLOTHING	94.99
UNIFORMS & CLOTHING	UNIFORMS & CLOTHING	27.48
Fund 621 - ENVIRONMENTAL SERVICES Total:		122.47

Fund: 631 - WASTEWATER

UNIFORMS & CLOTHING	UNIFORMS & CLOTHING	95.00
UNIFORMS & CLOTHING	UNIFORMS & CLOTHING	27.49
UNIFORMS & CLOTHING	UNIFORMS & CLOTHING	24.99
Fund 631 - WASTEWATER Total:		147.48

Fund: 641 - WATER

DEPT SUP	DEPARTMENT SUPPLIES	74.61
Fund 641 - WATER Total:		74.61
Vendor 08067 - JOHN DEERE FINANCIAL Total:		1,174.34

Vendor: 09474 - JOHN DEERE FINANCIAL

Fund: 111 - GENERAL

EQUIP MAINT PARK	EQUIPMENT MAINTENANCE	1,075.41
EQUIP MAINT PARK	EQUIPMENT MAINTENANCE	38.68
EQUIP MAINT PARK	EQUIPMENT MAINTENANCE	161.00
Fund 111 - GENERAL Total:		1,275.09
Vendor 09474 - JOHN DEERE FINANCIAL Total:		1,275.09

Expense Approval Report

Post Dates: 9/30/2024 - 11/4/2024

Description (Payable)	Account Name	Amount
Vendor: 09872 - KRIZ DAVIS		
Fund: 111 - GENERAL		
DEPT SUPP PARK	DEPARTMENT SUPPLIES	195.99
Fund 111 - GENERAL Total:		195.99
Vendor 09872 - KRIZ DAVIS Total:		195.99
Vendor: 09746 - LEAL NOHEMI		
Fund: 111 - GENERAL		
CONSULTING-PD	CONSULTING SERVICES	25.00
Fund 111 - GENERAL Total:		25.00
Vendor 09746 - LEAL NOHEMI Total:		25.00
Vendor: 10285 - L-TRON CORPORATION		
Fund: 111 - GENERAL		
EQUIP MAINT-PD	EQUIPMENT MAINTENANCE	383.14
Fund 111 - GENERAL Total:		383.14
Vendor 10285 - L-TRON CORPORATION Total:		383.14
Vendor: 00242 - M.C. SCHAFF & ASSOCIATES, INC		
Fund: 215 - SPECIAL PROJECTS		
2023 HAIL DAMAGE REPAIR	INSURED REPAIRS/REPLACE	37,440.00
Fund 215 - SPECIAL PROJECTS Total:		37,440.00
Fund: 631 - WASTEWATER		
FACILITY REPAIR	FACILITY REPAIRS	3,656.00
Fund 631 - WASTEWATER Total:		3,656.00
Vendor 00242 - M.C. SCHAFF & ASSOCIATES, INC Total:		41,096.00
Vendor: 05099 - MARKETING CONSULTANTS		
Fund: 111 - GENERAL		
Fleece Jackets for DS	DEPARTMENT SUPPLIES	228.00
Fund 111 - GENERAL Total:		228.00
Vendor 05099 - MARKETING CONSULTANTS Total:		228.00
Vendor: 07628 - MENARDS, INC		
Fund: 111 - GENERAL		
BLDG MAINT PARK	BUILDING MAINTENANCE	56.17
DEPT SUPP PARK	DEPARTMENT SUPPLIES	25.83
DEPT SUPP PARK	DEPARTMENT SUPPLIES	12.99
City Hall - thermostat, switch, ...	BUILDING MAINTENANCE	58.39
DEPT SUPP PARK	DEPARTMENT SUPPLIES	19.98
BLDG MAINT PARK	BUILDING MAINTENANCE	35.88
DEPT SUPP PARK	DEPARTMENT SUPPLIES	84.72
DEPT SUPP PARK	DEPARTMENT SUPPLIES	18.82
STRUCTURE	STRUCTURES	41.61
DEPT SUPP PARK	DEPARTMENT SUPPLIES	6.99
DEPT SUPP PARK	DEPARTMENT SUPPLIES	24.99
DEPT SUPP PARK	DEPARTMENT SUPPLIES	57.26
BEARING PROTECTORS - DIVE ...	DEPARTMENT SUPPLIES	14.89
Fund 111 - GENERAL Total:		458.52
Fund: 212 - STREETS		
HOT WATER HEATER FOR U & ...	BUILDING MAINTENANCE	294.98
SUPP - RAT KILLER	DEPARTMENT SUPPLIES	33.98
SUPP - 2 GALS. TANK SPRAYER	DEPARTMENT SUPPLIES	29.94
Fund 212 - STREETS Total:		358.90
Fund: 213 - CEMETERY		
DEPT SUPP CEM	DEPARTMENT SUPPLIES	106.72
DEPT SUPP CEM	DEPARTMENT SUPPLIES	33.92
Fund 213 - CEMETERY Total:		140.64
Fund: 621 - ENVIRONMENTAL SERVICES		
DEPT SUP	DEPARTMENT SUPPLIES	12.40

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Description (Payable)	Account Name	Amount
EQUIP MAINT	EQUIPMENT MAINTENANCE	25.44
Fund 621 - ENVIRONMENTAL SERVICES Total:		37.84
Fund: 631 - WASTEWATER		
DEPT SUP	DEPARTMENT SUPPLIES	27.98
DEPT SUP	DEPARTMENT SUPPLIES	45.31
DEPT SUP	DEPARTMENT SUPPLIES	12.40
EQUIP MAINT	EQUIPMENT MAINTENANCE	25.43
DEPT SUP	DEPARTMENT SUPPLIES	8.07
DEPT SUP	DEPARTMENT SUPPLIES	26.99
Fund 631 - WASTEWATER Total:		146.18
Vendor 07628 - MENARDS, INC Total:		1,142.08
Vendor: 00433 - MOBIUS COMMUNICATIONS COMPANY		
Fund: 631 - WASTEWATER		
CONTRACTUAL SVC	CONTRACTUAL SERVICES	45.00
Fund 631 - WASTEWATER Total:		45.00
Fund: 641 - WATER		
CONTRACTUAL SVC	CONTRACTUAL SERVICES	45.00
Fund 641 - WATER Total:		45.00
Vendor 00433 - MOBIUS COMMUNICATIONS COMPANY Total:		90.00
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: 02089 - NATIONAL ARBOR DAY FOUNDATION		
Fund: 111 - GENERAL		
DEPT SUPP PARK	DEPARTMENT SUPPLIES	10.00
Fund 111 - GENERAL Total:		10.00
Vendor 02089 - NATIONAL ARBOR DAY FOUNDATION Total:		10.00
Vendor: 00253 - NEBRASKA RURAL WATER ASSOCIATION		
Fund: 631 - WASTEWATER		
SCHOOLS & CONF	SCHOOL & CONFERENCE	1,650.00
Fund 631 - WASTEWATER Total:		1,650.00
Fund: 641 - WATER		
SCHOOLS & CONF	SCHOOL & CONFERENCE	450.00
Fund 641 - WATER Total:		450.00
Vendor 00253 - NEBRASKA RURAL WATER ASSOCIATION Total:		2,100.00
Vendor: 10604 - NEBRASKA MACHINERY CO INDUSTRIAL SERVICES LLC		
Fund: 212 - STREETS		
NEW MITSUBUSHI FORKLIFT	EQUIPMENT	33,715.03
Fund 212 - STREETS Total:		33,715.03
Vendor 10604 - NEBRASKA MACHINERY CO INDUSTRIAL SERVICES LLC Total:		33,715.03
Vendor: 00088 - NEBRASKA MUNICIPAL CLERKS' ASSOCIATION		
Fund: 111 - GENERAL		
MEMBERSHIP C	MEMBERSHIPS	150.00
MEMBERSHIP	MEMBERSHIPS	50.00
Fund 111 - GENERAL Total:		200.00
Vendor 00088 - NEBRASKA MUNICIPAL CLERKS' ASSOCIATION Total:		200.00
Vendor: 00578 - NEBRASKA PUBLIC POWER DISTRICT		
Fund: 631 - WASTEWATER		
ELECTRICITY	ELECTRIC POWER	11,616.68
ELECTRICITY	ELECTRIC POWER	156.36
Fund 631 - WASTEWATER Total:		11,773.04

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Description (Payable)	Account Name	Amount
Fund: 641 - WATER		
ELECTRICITY	ELECTRIC POWER	4,442.10
ELECTRICITY	ELECTRIC POWER	4,868.73
Fund 641 - WATER Total:		9,310.83
Vendor 00578 - NEBRASKA PUBLIC POWER DISTRICT Total:		21,083.87
Vendor: 10322 - NOVOTX LLC		
Fund: 721 - GIS SERVICES		
NOVOTX Conference Registrat...	SCHOOL & CONFERENCE	500.00
Fund 721 - GIS SERVICES Total:		500.00
Vendor 10322 - NOVOTX LLC Total:		500.00
Vendor: 01807 - OREGON TRAIL COMMUNITY FOUNDATION, INC		
Fund: 224 - ECONOMIC DEVELOPMENT		
SCHOOL & CONF ED	SCHOOL & CONFERENCE	25.00
Fund 224 - ECONOMIC DEVELOPMENT Total:		25.00
Vendor 01807 - OREGON TRAIL COMMUNITY FOUNDATION, INC Total:		25.00
Vendor: 09172 - O'REILLY AUTO ENTERPRISES, LLC		
Fund: 111 - GENERAL		
VEH MAINT PARK	VEHICLE MAINTENANCE	138.41
Fund 111 - GENERAL Total:		138.41
Vendor 09172 - O'REILLY AUTO ENTERPRISES, LLC Total:		138.41
Vendor: 00487 - PANHANDLE ENVIRONMENTAL SERVICES INC		
Fund: 641 - WATER		
SAMPLES	SAMPLES	424.00
SAMPLES	SAMPLES	100.00
Fund 641 - WATER Total:		524.00
Vendor 00487 - PANHANDLE ENVIRONMENTAL SERVICES INC Total:		524.00
Vendor: 00017 - PANHANDLE HUMANE SOCIETY		
Fund: 111 - GENERAL		
CONTRACTUAL	CONTRACTUAL SERVICES	6,117.05
Fund 111 - GENERAL Total:		6,117.05
Vendor 00017 - PANHANDLE HUMANE SOCIETY Total:		6,117.05
Vendor: 09119 - PEACEFUL PRAIRIE NURSERY, INC		
Fund: 215 - SPECIAL PROJECTS		
GROUND MAINT PARK	GRANT EXPENSE	2,422.54
Fund 215 - SPECIAL PROJECTS Total:		2,422.54
Vendor 09119 - PEACEFUL PRAIRIE NURSERY, INC Total:		2,422.54
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		
DEPT SUPP ADM	DEPARTMENT SUPPLIES	10.19
DEPT SUPP HR	DEPARTMENT SUPPLIES	23.42
Fund 111 - GENERAL Total:		33.61
Vendor 00266 - QUILL CORPORATION Total:		33.61
Vendor: 04089 - REGIONAL CARE INC		
Fund: 812 - HEALTH INSURANCE		
HEALTH INS PREMIUM NOV 2...	PREMIUM EXPENSE	46,270.20
Fund 812 - HEALTH INSURANCE Total:		46,270.20
Vendor 04089 - REGIONAL CARE INC Total:		46,270.20

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Description (Payable)	Account Name	Amount
Vendor: 10235 - RUSSEL'S AUTOMOTIVE		
Fund: 111 - GENERAL		
VEH MAINT-PD	VEHICLE MAINTENANCE	91.84
VEH MAINT-PD	VEHICLE MAINTENANCE	47.15
VEH MAINT-PD	VEHICLE MAINTENANCE	47.15
VEH MAINT-PD	VEHICLE MAINTENANCE	154.10
Fund 111 - GENERAL Total:		340.24
Vendor 10235 - RUSSEL'S AUTOMOTIVE Total:		340.24
Vendor: 10544 - SCHLAGER JUSTIN		
Fund: 111 - GENERAL		
VEH MAINT-PD	VEHICLE MAINTENANCE	185.00
Fund 111 - GENERAL Total:		185.00
Vendor 10544 - SCHLAGER JUSTIN Total:		185.00
Vendor: 00852 - SCOTTS BLUFF COUNTY COURT		
Fund: 111 - GENERAL		
LEGAL FEES-PD	LEGAL FEES	323.00
Fund 111 - GENERAL Total:		323.00
Vendor 00852 - SCOTTS BLUFF COUNTY COURT Total:		323.00
Vendor: 01271 - SCOTTSBLUFF SCREENPRINTING & EMBROIDERY, LLC		
Fund: 111 - GENERAL		
UNIFORMS-PD	UNIFORMS & CLOTHING	1,072.00
Fund 111 - GENERAL Total:		1,072.00
Vendor 01271 - SCOTTSBLUFF SCREENPRINTING & EMBROIDERY, LLC Total:		1,072.00
Vendor: 00786 - SHERWIN WILLIAMS		
Fund: 111 - GENERAL		
BLDG MAINT PARK	BUILDING MAINTENANCE	23.96
BLDG MAINT PARK	BUILDING MAINTENANCE	86.46
Fund 111 - GENERAL Total:		110.42
Vendor 00786 - SHERWIN WILLIAMS Total:		110.42
Vendor: 10486 - SIOUXLAND TURF PRODUCTS INC		
Fund: 213 - CEMETERY		
DEPT SUPP CEM	DEPARTMENT SUPPLIES	6,050.00
Fund 213 - CEMETERY Total:		6,050.00
Vendor 10486 - SIOUXLAND TURF PRODUCTS INC Total:		6,050.00
Vendor: 02918 - SIRSI CORPORATION		
Fund: 111 - GENERAL		
Cont. Svcs.	CONTRACTUAL SERVICES	14,830.30
Fund 111 - GENERAL Total:		14,830.30
Vendor 02918 - SIRSI CORPORATION Total:		14,830.30
Vendor: 00428 - STATE FIRE MARSHALL		
Fund: 111 - GENERAL		
Equipment Maintenance-REC	EQUIPMENT MAINTENANCE	162.00
Fund 111 - GENERAL Total:		162.00
Vendor 00428 - STATE FIRE MARSHALL Total:		162.00
Vendor: 00054 - STATE HEALTH LAB		
Fund: 641 - WATER		
SAMPLES	SAMPLES	2,423.25
Fund 641 - WATER Total:		2,423.25
Vendor 00054 - STATE HEALTH LAB Total:		2,423.25
Vendor: 01235 - STATE OF NE.		
Fund: 111 - GENERAL		
CONTRACTUAL-PD	CONTRACTUAL SERVICES	735.00
Fund 111 - GENERAL Total:		735.00
Vendor 01235 - STATE OF NE. Total:		735.00

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Description (Payable)	Account Name	Amount
Vendor: 08952 - TERRI ROSE		
Fund: 212 - STREETS		
RE-IMBURSEMENT FOR SWEE...	DEPARTMENT SUPPLIES	16.00
Fund 212 - STREETS Total:		16.00
Vendor 08952 - TERRI ROSE Total:		16.00
Vendor: 01325 - THE PEAVEY CORP		
Fund: 111 - GENERAL		
INVEST SUPPL-PD	INVESTIGATIVE EXPENSES	136.25
INVEST SUPPL-PD	INVESTIGATIVE EXPENSES	136.25
Fund 111 - GENERAL Total:		272.50
Vendor 01325 - THE PEAVEY CORP Total:		272.50
Vendor: 10139 - TITAN MACHINERY, INC.		
Fund: 631 - WASTEWATER		
EQUIPMENT	EQUIPMENT	230,000.00
Fund 631 - WASTEWATER Total:		230,000.00
Vendor 10139 - TITAN MACHINERY, INC. Total:		230,000.00
Vendor: 09602 - TYLER BUSINESS FORMS		
Fund: 111 - GENERAL		
END OF YEAR TAX FORMS 2024	DEPARTMENT SUPPLIES	364.64
Fund 111 - GENERAL Total:		364.64
Vendor 09602 - TYLER BUSINESS FORMS Total:		364.64
Vendor: 09840 - UNITED STATES WELDING		
Fund: 621 - ENVIRONMENTAL SERVICES		
Contractual Services-SAN	CONTRACTUAL SERVICES	57.70
Contractual Services-SAN	CONTRACTUAL SERVICES	29.50
Fund 621 - ENVIRONMENTAL SERVICES Total:		87.20
Vendor 09840 - UNITED STATES WELDING Total:		87.20
Vendor: 01217 - US BANK		
Fund: 212 - STREETS		
GO HWY ALLOC BOND 2020	DEBT SERVICE-PRINCIPAL	450,000.00
GO HWY ALLOC BOND 2020	DEBT SERVICE-INTEREST	4,752.50
GO HWY ALLOC BOND 2018	DEBT SERVICE-PRINCIPAL	364,135.16
GO HWY ALLOC BOND 2018	DEBT SERVICE-INTEREST	2,701.80
GO HWY ALLOC BOND 2023	DEBT SERVICE-INTEREST	52,794.25
Fund 212 - STREETS Total:		874,383.71
Fund: 311 - DEBT SERVICE		
GO HWY ALLOC BOND 2023	DEBT SERVICE-INTEREST	7,848.25
Fund 311 - DEBT SERVICE Total:		7,848.25
Fund: 661 - STORMWATER		
GO HWY ALLOC BOND 2018	DEBT SERVICE-PRINCIPAL	75,864.84
GO HWY ALLOC BOND 2018	DEBT SERVICE-INTEREST	2,908.20
Fund 661 - STORMWATER Total:		78,773.04
Vendor 01217 - US BANK Total:		961,005.00
Vendor: 08828 - US BANK		
Fund: 111 - GENERAL		
HALOGEN BULBS - ENGINE 3 L...	DEPARTMENT SUPPLIES	34.72
Dep. Sup.	DEPARTMENT SUPPLIES	17.48
Prgmg.	PROGRAMMING	29.98
DEPT SUPP REC	DEPARTMENT SUPPLIES	112.25
Prgmg.	PROGRAMMING	53.93
HOTEL PLANS EXMAINER CLAS...	SCHOOL & CONFERENCE	642.00
UNIFORMS-PD	UNIFORMS & CLOTHING	97.96
Dep. Sup.	DEPARTMENT SUPPLIES	313.94
HELMET SHIELDS- FORBES AN...	UNIFORMS & CLOTHING	126.55
Coll.	COLLECTIONS	15.79
Prgmg.	PROGRAMMING	331.29

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Description (Payable)	Account Name	Amount
SCHOOL & CONF PARK	SCHOOL & CONFERENCE	-41.60
CLIA LABORATORY USER FEE	MEMBERSHIPS	248.00
Equip. Main.	EQUIPMENT MAINTENANCE	199.00
SCHOOL & CONF CM	SCHOOL & CONFERENCE	37.97
SCHOOL & CONF CM	SCHOOL & CONFERENCE	13.50
Prgmg.	PROGRAMMING	17.29
Prgmg.	PROGRAMMING	29.63
GASOLINE-PD	GASOLINE	39.60
GASOLINE-PD	GASOLINE	36.82
DEPT SUPP ADM	DEPARTMENT SUPPLIES	254.56
Prgmg.	PROGRAMMING	148.72
SCHOOLS & CONF-PD	SCHOOL & CONFERENCE	129.00
INVEST SUPPL-PD	INVESTIGATIVE EXPENSES	8.52
Equip. Main.	EQUIPMENT MAINTENANCE	151.89
SCHOOL & CONF CM	SCHOOL & CONFERENCE	51.30
SCHOOL & CONF HR	SCHOOL & CONFERENCE	99.00
SCHOOL & CONF	SCHOOL & CONFERENCE	27.00
INVEST SUPPL-PD	INVESTIGATIVE EXPENSES	-8.52
SCHOOL & CONF CM	SCHOOL & CONFERENCE	196.43
DEPT SUPP PARK	DEPARTMENT SUPPLIES	17.00
Equip. Main.	EQUIPMENT MAINTENANCE	47.99
Air Filters for Server Room	BUILDING MAINTENANCE	93.48
DEPT SUPPL-PD	DEPARTMENT SUPPLIES	29.53
NOTARY BOND-PD	BONDING	30.00
DEPT SUPP PARK	DEPARTMENT SUPPLIES	129.00
MEDICAL SUPPLIES	DEPARTMENT SUPPLIES	425.49
SHARPS CONTAINER	DEPARTMENT SUPPLIES	38.30
Jan. Sup.	JANITORIAL SUPPLIES	29.34
Prgmg.	PROGRAMMING	119.98
DEPT SUPP PARK	DEPARTMENT SUPPLIES	500.98
DEPT SUPPL--PD	DEPARTMENT SUPPLIES	2.00
DEPT SUPPL-PD	DEPARTMENT SUPPLIES	15.00
DS - Cardstock for Town Hall P...	DEPARTMENT SUPPLIES	24.99
Bis. Trvl.	BUSINESS TRAVEL	44.06
Bis. Trvl.	BUSINESS TRAVEL	322.90
Bis. Trvl.	BUSINESS TRAVEL	322.90
Bis. Trvl.	BUSINESS TRAVEL	322.90
Prgmg.	PROGRAMMING	216.23
E-Book Model Sign Code	BOOKS	29.99
CONSULTING-PD	CONSULTING SERVICES	11.40
Meta- Comp Plan Ad	CONTRACTUAL SERVICES	1.99
Meta Comp Plan Ad	CONTRACTUAL SERVICES	2.00
Meta Comp Plan Ad	CONTRACTUAL SERVICES	2.00
Meta Comp Plan Ad	CONTRACTUAL SERVICES	2.00
Meta Comp Plan Ad	CONTRACTUAL SERVICES	2.00
Meta Comp Plan Ad	CONTRACTUAL SERVICES	1.93
Meta Comp Plan Ad	CONTRACTUAL SERVICES	2.00
Meta Comp Plan Ad	CONTRACTUAL SERVICES	2.00
Meta Comp Plan Ad	CONTRACTUAL SERVICES	7.00
Meta Comp Plan Ad	CONTRACTUAL SERVICES	3.00
Meta Comp Plan Ad	CONTRACTUAL SERVICES	3.00
Meta Comp Plan Ad	CONTRACTUAL SERVICES	5.00
Prgmg.	PROGRAMMING	113.68
Prgmg.	PROGRAMMING	47.45
Meta Ad - Comprehensive Pla...	CONTRACTUAL SERVICES	4.85
Meta Comp Plan Ad	CONTRACTUAL SERVICES	7.00
Meta Comp Plan Ad	CONTRACTUAL SERVICES	5.00
POSTAGE-PD	POSTAGE	19.15
Meta Comp Plan Ad	CONTRACTUAL SERVICES	11.98
EQUIP MAINT-PD	EQUIPMENT MAINTENANCE	513.54

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Description (Payable)	Account Name	Amount
DEPT SUPP CC	DEPARTMENT SUPPLIES	34.72
Prgmg.	PROGRAMMING	43.65
Jan. Sup.	JANITORIAL SUPPLIES	54.04
SCHOOLS & CONF-PD	SCHOOL & CONFERENCE	10.68
NATIONAL REGISTRY AEMT R...	MEMBERSHIPS	26.00
GASOLINE-PD	GASOLINE	36.63
SCHOOLS & CONF-PD	SCHOOL & CONFERENCE	10.88
SCHOOLS & CONF-PD	SCHOOL & CONFERENCE	10.49
DEPT SUPP ADM	DEPARTMENT SUPPLIES	56.94
RECRUITMENT	RECRUITMENT	199.00
RECRUITMENT	RECRUITMENT	199.00
RECRUITMENT	RECRUITMENT	175.00
RECRUITMENT	RECRUITMENT	175.00
EQUIP MAINT-PD	EQUIPMENT MAINTENANCE	65.41
SCHOOLS & CONF-PD	SCHOOL & CONFERENCE	10.91
SCHOOLS & CONF-PD	SCHOOL & CONFERENCE	100.00
GASOLINE-PD	GASOLINE	41.63
RECRUITMENT	RECRUITMENT	495.00
Dep. Sup.	DEPARTMENT SUPPLIES	29.99
AIRBNB FOR TRAINING TRAVE...	SCHOOL & CONFERENCE	301.03
SPECIAL EVENT	SPECIAL EVENTS	152.75
EQUIP MAINT-PD	EQUIPMENT MAINTENANCE	124.47
Dep. Sup.	DEPARTMENT SUPPLIES	69.05
Fund 111 - GENERAL Total:		9,366.30
Fund: 212 - STREETS		
SUPP - INK CARTRIDGES	DEPARTMENT SUPPLIES	95.96
SUPP - THERMOPLASTIC COV...	DEPARTMENT SUPPLIES	52.82
BOOTS FOR BRETT BEWLEY	UNIFORMS & CLOTHING	179.99
BOOTS FOR STEVE STANDS	UNIFORMS & CLOTHING	142.49
CREDIT FOR STEVE STANDS B...	UNIFORMS & CLOTHING	-142.49
BOOTS FOR STEVE STANDS	UNIFORMS & CLOTHING	142.49
SUPP - PAPER, CLEANER	DEPARTMENT SUPPLIES	39.98
SUPP - UTILITY KNIVES, FLEX S...	DEPARTMENT SUPPLIES	43.40
Fund 212 - STREETS Total:		554.64
Fund: 213 - CEMETERY		
DEPT SUPP CEM	DEPARTMENT SUPPLIES	376.95
DEPT SUPP CEM	DEPARTMENT SUPPLIES	56.77
DEPT SUPP CEM	DEPARTMENT SUPPLIES	24.98
Fund 213 - CEMETERY Total:		458.70
Fund: 218 - PUBLIC SAFETY		
STEP GRANT	DEPARTMENT SUPPLIES	119.55
Fund 218 - PUBLIC SAFETY Total:		119.55
Fund: 223 - KENO		
KENO	COMMUNITY BETTERMENT	331.22
Fund 223 - KENO Total:		331.22
Fund: 621 - ENVIRONMENTAL SERVICES		
DEPT SUPP ES	DEPARTMENT SUPPLIES	158.97
Fund 621 - ENVIRONMENTAL SERVICES Total:		158.97
Fund: 631 - WASTEWATER		
DEPT SUP	DEPARTMENT SUPPLIES	39.94
UNIFORMS & CLOTHING	UNIFORMS & CLOTHING	278.15
DEPT SUP	DEPARTMENT SUPPLIES	124.86
Fund 631 - WASTEWATER Total:		442.95
Fund: 641 - WATER		
UNIFORMS & CLOTHING	UNIFORMS & CLOTHING	97.98

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Description (Payable)	Account Name	Amount
DEPT SUP	DEPARTMENT SUPPLIES	173.31
Fund 641 - WATER Total:		271.29
Vendor 08828 - US BANK Total:		11,703.62
Vendor: 01544 - VAN PELT FENCING CO, INC		
Fund: 111 - GENERAL		
Building Maintenance-REC	BUILDING MAINTENANCE	891.93
Fund 111 - GENERAL Total:		891.93
Vendor 01544 - VAN PELT FENCING CO, INC Total:		891.93
Vendor: 00022 - WALMART		
Fund: 111 - GENERAL		
Prgmg.	PROGRAMMING	43.51
BATTERIES AND DETERGENT	DEPARTMENT SUPPLIES	70.35
Prgmg.	PROGRAMMING	6.47
Prgmg.	PROGRAMMING	54.83
Prgmg.	PROGRAMMING	64.18
Prgmg.	PROGRAMMING	25.96
Prgmg.	PROGRAMMING	27.10
INVEST SUPPL-PD	INVESTIGATIVE EXPENSES	7.96
Fund 111 - GENERAL Total:		300.36
Fund: 621 - ENVIRONMENTAL SERVICES		
UNIFORMS & CLOTHING	UNIFORMS & CLOTHING	48.94
Fund 621 - ENVIRONMENTAL SERVICES Total:		48.94
Fund: 631 - WASTEWATER		
UNIFORMS & CLOTHING	UNIFORMS & CLOTHING	48.94
Fund 631 - WASTEWATER Total:		48.94
Fund: 641 - WATER		
UNIFORMS & CLOTHING	UNIFORMS & CLOTHING	413.70
UNIFORMS & CLOTHING	DEPARTMENT SUPPLIES	10.57
UNIFORMS & CLOTHING	UNIFORMS & CLOTHING	125.08
UNIFORMS & CLOTHING	UNIFORMS & CLOTHING	69.46
Fund 641 - WATER Total:		618.81
Vendor 00022 - WALMART Total:		1,017.05
Vendor: 10104 - WEBER TYLER		
Fund: 111 - GENERAL		
SCHOOLS & CONF-PD	SCHOOL & CONFERENCE	40.00
Fund 111 - GENERAL Total:		40.00
Vendor 10104 - WEBER TYLER Total:		40.00
Vendor: 03379 - ZM LUMBER CO CAPITAL ONE TRADE CREDIT		
Fund: 111 - GENERAL		
DEPT SUPP PARK	DEPARTMENT SUPPLIES	61.97
DEPT SUPP PARK	DEPARTMENT SUPPLIES	7.16
DEPT SUPP PARK	DEPARTMENT SUPPLIES	110.55
DEPT SUPP PARK	DEPARTMENT SUPPLIES	172.16
Fund 111 - GENERAL Total:		351.84
Vendor 03379 - ZM LUMBER CO CAPITAL ONE TRADE CREDIT Total:		351.84
Grand Total:		1,561,436.14

Report Summary

Fund Summary

Fund	Expense Amount
111 - GENERAL	59,806.88
212 - STREETS	926,908.13
213 - CEMETERY	6,693.22
215 - SPECIAL PROJECTS	40,170.82
218 - PUBLIC SAFETY	119.55
223 - KENO	12,974.97
224 - ECONOMIC DEVELOPMENT	57.83
311 - DEBT SERVICE	7,848.25
321 - CRA	5,596.61
621 - ENVIRONMENTAL SERVICES	45,686.33
631 - WASTEWATER	310,548.25
641 - WATER	14,481.12
661 - STORMWATER	78,773.51
721 - GIS SERVICES	500.47
812 - HEALTH INSURANCE	51,270.20
Grand Total:	1,561,436.14

Account Summary

Account Number	Account Name	Expense Amount
111-52111-111	DEPARTMENT SUPPLIES	898.30
111-52111-112	DEPARTMENT SUPPLIES	61.27
111-52111-114	DEPARTMENT SUPPLIES	34.86
111-52111-115	DEPARTMENT SUPPLIES	72.81
111-52111-121	DEPARTMENT SUPPLIES	291.57
111-52111-141	DEPARTMENT SUPPLIES	583.75
111-52111-142	DEPARTMENT SUPPLIES	142.03
111-52111-151	DEPARTMENT SUPPLIES	504.46
111-52111-171	DEPARTMENT SUPPLIES	4,727.83
111-52111-172	DEPARTMENT SUPPLIES	127.50
111-52121-151	JANITORIAL SUPPLIES	83.38
111-52134-172	SPECIAL EVENTS	152.75
111-52163-142	INVESTIGATIVE EXPENSES	280.46
111-52181-141	UNIFORMS & CLOTHING	126.55
111-52181-142	UNIFORMS & CLOTHING	5,696.96
111-52222-121	BOOKS	29.99
111-52222-151	COLLECTIONS	2,953.97
111-52223-151	PROGRAMMING	1,373.88
111-52311-115	MEMBERSHIPS	200.00
111-52311-141	MEMBERSHIPS	274.00
111-52411-142	POSTAGE	19.15
111-52511-142	GASOLINE	154.68
111-53111-115	CONTRACTUAL SERVICES	39.99
111-53111-116	CONTRACTUAL SERVICES	124.95
111-53111-121	CONTRACTUAL SERVICES	722.75
111-53111-141	CONTRACTUAL SERVICES	330.00
111-53111-142	CONTRACTUAL SERVICES	6,852.05
111-53111-151	CONTRACTUAL SERVICES	15,361.10
111-53111-171	CONTRACTUAL SERVICES	203.00
111-53111-172	CONTRACTUAL SERVICES	1,000.00
111-53121-142	CONSULTING SERVICES	71.40
111-53211-142	LEGAL FEES	323.00
111-53421-111	BUILDING MAINTENANCE	151.87
111-53421-141	BUILDING MAINTENANCE	16.00
111-53421-142	BUILDING MAINTENANCE	16.00
111-53421-151	BUILDING MAINTENANCE	460.00
111-53421-171	BUILDING MAINTENANCE	984.59
111-53421-172	BUILDING MAINTENANCE	891.93

Account Summary

Account Number	Account Name	Expense Amount
111-53441-111	EQUIPMENT MAINTENA...	218.05
111-53441-142	EQUIPMENT MAINTENA...	1,086.56
111-53441-151	EQUIPMENT MAINTENA...	398.88
111-53441-171	EQUIPMENT MAINTENA...	1,275.09
111-53441-172	EQUIPMENT MAINTENA...	162.00
111-53451-142	VEHICLE MAINTENANCE	3,888.41
111-53451-171	VEHICLE MAINTENANCE	138.41
111-53521-111	HEATING FUEL	102.77
111-53521-141	HEATING FUEL	54.46
111-53521-142	HEATING FUEL	77.12
111-53521-151	HEATING FUEL	86.09
111-53521-171	HEATING FUEL	50.78
111-53521-172	HEATING FUEL	141.75
111-53561-111	PHONE & INTERNET	3.29
111-53561-112	PHONE & INTERNET	0.94
111-53561-114	PHONE & INTERNET	0.47
111-53561-115	PHONE & INTERNET	0.47
111-53561-121	PHONE & INTERNET	2.35
111-53561-141	PHONE & INTERNET	3.29
111-53561-142	PHONE & INTERNET	1,558.64
111-53561-151	PHONE & INTERNET	5.64
111-53561-171	PHONE & INTERNET	2.35
111-53561-172	PHONE & INTERNET	2.35
111-53571-171	CELLULAR PHONE	42.94
111-53631-111	RENT-MACHINES	50.00
111-53631-142	RENT-MACHINES	15.00
111-53631-171	RENT-MACHINES	50.00
111-53711-112	SCHOOL & CONFERENCE	99.00
111-53711-114	SCHOOL & CONFERENCE	129.77
111-53711-141	SCHOOL & CONFERENCE	1,139.46
111-53711-142	SCHOOL & CONFERENCE	396.00
111-53711-171	SCHOOL & CONFERENCE	-41.60
111-53721-151	BUSINESS TRAVEL	1,012.76
111-53811-142	BONDING	30.00
111-53913-112	RECRUITMENT	1,243.00
111-54311-111	STRUCTURES	41.61
212-52111-212	DEPARTMENT SUPPLIES	638.54
212-52181-212	UNIFORMS & CLOTHING	2,288.58
212-53111-212	CONTRACTUAL SERVICES	40.17
212-53421-212	BUILDING MAINTENANCE	294.98
212-53431-212	ELECTRICAL MAINTENA...	15,208.00
212-53441-212	EQUIPMENT MAINTENA...	64.99
212-53521-212	HEATING FUEL	267.55
212-53561-212	PHONE & INTERNET	6.58
212-54411-212	EQUIPMENT	33,715.03
212-57110-212	DEBT SERVICE-PRINCIPAL	814,135.16
212-57115-212	DEBT SERVICE-INTEREST	60,248.55
213-52111-213	DEPARTMENT SUPPLIES	6,649.34
213-53561-213	PHONE & INTERNET	43.88
215-52111-142	DEPARTMENT SUPPLIES	53.98
215-52931-111	INSURED REPAIRS/REPL...	37,694.30
215-54991-113	GRANT EXPENSE	2,422.54
218-52111-142	DEPARTMENT SUPPLIES	119.55
223-53752-113	COMMUNITY BETTERM...	12,974.97
224-52111-113	DEPARTMENT SUPPLIES	32.36
224-53561-113	PHONE & INTERNET	0.47
224-53711-113	SCHOOL & CONFERENCE	25.00
311-57115-111	DEBT SERVICE-INTEREST	7,848.25

Account Summary

Account Number	Account Name	Expense Amount
321-57222-111	TIF PASS THRU - INTERE...	5,596.61
621-52111-621	DEPARTMENT SUPPLIES	1,525.84
621-52181-621	UNIFORMS & CLOTHING	694.86
621-53111-621	CONTRACTUAL SERVICES	112.46
621-53193-621	DISPOSAL FEES	43,235.15
621-53441-621	EQUIPMENT MAINTENA...	25.44
621-53521-621	HEATING FUEL	90.69
621-53561-621	PHONE & INTERNET	1.89
631-52111-631	DEPARTMENT SUPPLIES	3,963.50
631-52181-631	UNIFORMS & CLOTHING	1,124.77
631-53111-631	CONTRACTUAL SERVICES	45.00
631-53441-631	EQUIPMENT MAINTENA...	25.43
631-53461-631	FACILITY REPAIRS	3,656.00
631-53531-631	ELECTRIC POWER	11,773.04
631-53561-631	PHONE & INTERNET	1.89
631-53711-631	SCHOOL & CONFERENCE	1,650.00
631-54411-631	EQUIPMENT	288,308.62
641-52111-641	DEPARTMENT SUPPLIES	653.32
641-52117-641	SAMPLES	2,947.25
641-52181-641	UNIFORMS & CLOTHING	706.22
641-52411-641	POSTAGE	207.20
641-53111-641	CONTRACTUAL SERVICES	45.00
641-53521-641	HEATING FUEL	159.41
641-53531-641	ELECTRIC POWER	9,310.83
641-53561-641	PHONE & INTERNET	1.89
641-53711-641	SCHOOL & CONFERENCE	450.00
661-53561-661	PHONE & INTERNET	0.47
661-57110-661	DEBT SERVICE-PRINCIPAL	75,864.84
661-57115-661	DEBT SERVICE-INTEREST	2,908.20
721-53561-721	PHONE & INTERNET	0.47
721-53711-721	SCHOOL & CONFERENCE	500.00
812-53111-112	CONTRACTUAL SERVICES	5,000.00
812-53861-112	PREMIUM EXPENSE	46,270.20
Grand Total:		1,561,436.14

Project Account Summary

Project Account Key	Expense Amount
None	1,515,802.99
2122152111	53.98
21552931111	37,440.00
2180152111	119.55
3123057222	5,596.61
5001054991	2,422.54
6002053561	0.47
Grand Total:	1,561,436.14

UTILITY REFUNDS 11-4-24

Account #	Contact	Service Address	Refund Amount
<u>035-2903-10</u>	CALEB NUNN	1202 AVE D SCOTTSBLUFF NE 69361	7.93
<u>035-4772-05</u>	JJP PROPERTIES LLC	305 W 15TH ST SCOTTSBLUFF NE 69361	61.33
<u>075-2989-02</u>	JUSTIN R SHADDICK	1809 5TH AVE SCOTTSBLUFF NE 69361	9.98
3			\$79.24

City of Scottsbluff, Nebraska

Monday, November 4, 2024

Regular Meeting

Item 8.a

Council to consider action on the second reading of an Ordinance levying a special assessment in Paving District No. 314.

Staff Contact: Kevin E Spencer

ORDINANCE NO. _____

AN ORDINANCE FINDING, ASCERTAINING, DETERMINING, EQUALIZING AND FIXING THE BENEFITS TO AND LEVYING SPECIAL ASSESSMENTS UPON THE LOTS, PART OF LOTS, LAND AND REAL ESTATE ABUTTING UPON AND ADJACENT TO AND ESPECIALLY BENEFITTED BY THE IMPROVEMENTS IN PAVING DISTRICT NO. 314 OF THE CITY OF SCOTTSBLUFF, NEBRASKA, FOR THE PURPOSE OF PAYING THE COSTS OF SUCH IMPROVEMENTS TO THE EXTENT OF SPECIAL BENEFIT TO SUCH LOTS, PART OF LOTS, LANDS AND REAL ESTATE BY REASON OF SUCH IMPROVEMENTS AND PROVIDING FOR PUBLICATION IN PAMPHLET FORM.

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

Section 1. That, for the purpose of paying the cost of the improvements in Paving District No. 314 (“District”) in the City of Scottsbluff, County of Scotts Bluff, Nebraska, the Mayor and City Council, sitting as a Board of Equalization, after publication of notice to property owners as required by law, and after due consideration, determine such costs to be the amount of \$466,819.39, find that such benefits are equal and uniform to all lots, part of lots, lands and real estate and find, ascertain, determine, equalize and fix special benefits to, and levy assessments on the following lots, part of lots, lands and real estate in such District as follows:

OWNER OF RECORD	LOT AND BLOCK	ADDITION	BENEFIT	ASSESSMENT
Frank Properties 2, LLC	Lot 4, Block 1	Frank Properties Subdivision	\$44,146.46	\$44,146.46
Frank Properties 2, LLC	Lot 5, Block 1	Frank Properties Subdivision	\$53,248.62	\$53,248.62
Frank Properties 2, LLC	Lot 6, Block 1	Frank Properties Subdivision	\$24,208.06	\$24,208.06
Frank Properties 2, LLC	Lot 7, Block 1	Frank Properties Subdivision	\$24,210.28	\$24,210.28
Frank Properties 2, LLC	Lot 8, Block 1	Frank Properties Subdivision	\$25,767.01	\$25,767.01
Frank Properties 2, LLC	Lot 9, Block 1	Frank Properties Subdivision	\$25,771.45	\$25,771.45
Frank Properties 2, LLC	Block 1	ALF Subdivision	\$43,970.24	\$43,970.24
Frank Properties 2, LLC	Unplatted Lands in the SE¼SE¼ of Section 15, Township22 North, Range 55 West of the 6th P.M., Scotts Bluff county, Nebraska, EXCEPT Lots A and B, a replat of Lots 2,3 and 4, Replat of Baltes Additions, an addition to the City of Scottsbluff, Scotts Bluff County, Nebraska, AND EXCEPT Block 1, ALF Addition, an addition to the City of Scottsbluff, Scotts Bluff County, Nebraska, AND EXCEPT Lots 2-4, Block 5, ALF Addition to the City of Scottsbluff AND EXCEPT Lots 1,2,3,4 and 5,. Block 1, Baltes Second Addition to the City of Scottsbluff, Scotts Bluff County, Nebraska, AND EXCEPT that part deeded to the City of Scottsbluff, a municipal corporation in Book 191 of Deeds at page56, records of Scotts Bluff, County, Nebraska.		\$73,184.80	\$73,184.80

Regional Care, Inc.	Lot B, replat of vacated Lots 2,3 and 4	Baltes Addition	\$58,524.84	\$58,524.84
Mountain Vision Holdings, LLC	Lot 4A, Block 5	Baltes Second Addition	\$22,207.19	\$22,207.19
Contryman & Associates Properties	Lot 1, Block 5	Baltes Second Addition	\$13,324.31	\$13,324.31
JJ's TT, LLC	Lots 2 and 3, Block 5	Baltes Second Addition	\$22, 207.19	\$22,207.19
Two By Four Rentals, LLC	Lot A, replat of vacated Lots 2, 3 and 4	Baltes Addition	\$36,048.94	\$36,048.94

Section 2. That such special assessments shall be, and the same are hereby made and declared to be, a lien upon such properties from and after this date, and shall be payable in ten (15) equal installments as follows:

- 1/15 within fifty days from date of this levy
- 1/15 within one year of said date;
- 1/15 within two years of said date;
- 1/15 within three years of said date;
- 1/15 within four years of said date;
- 1/15 within five years of said date;
- 1/15 within six years of said date;
- 1/15 within seven years of said date;
- 1/15 within eight years of said date;
- 1/15 within nine years of said date;
- 1/15 within ten years of said date;
- 1/15 within eleven years of said date;
- 1/15 within twelve years of said date;
- 1/15 within thirteen years of said date;
- 1/15 within fourteen years of said date;

Each of such installments except the first shall draw interest at the rate of seven percent (7%) per annum from date of levy until the same shall become delinquent and, thereafter, any installment, including the first, shall draw interest at the rate of fourteen percent (14%) per annum (or as such rate may from time to time be adjusted by the Legislature) until paid; provided, the owner of any lots, part of lots, lands or real estate upon which an assessment has been made herein may pay the entire assessment within fifty (50) days after the date of this levy and, thereupon such lots, part of lots, lands or real estate, upon which an assessment has been made herein may pay the entire assessment within fifty (50) days after the date of this levy, and thereupon such lots, part of lots, lands or real estate be exempt from an lien charge therefor.

Section 3. Such special assessments shall be payable at the office of the City Finance Director in City Hall.

Section 4. This ordinance shall be published in pamphlet form.

Passed and approved on this ____ day of October, 2024.

Jeanne McKerrigan, Mayor

Attest:

Kimberley Wright, City Clerk

(Seal)

Approved as to Form:

City Attorney

City of Scottsbluff, Nebraska

Monday, November 4, 2024

Regular Meeting

Item 8.b

Council to consider action on the second reading of an Ordinance levying a special assessment in Sanitary Sewer District No. 167.

Staff Contact: Kevin E Spencer

ORDINANCE NO. _____

AN ORDINANCE FINDING, ASCERTAINING, DETERMINING, EQUALIZING AND FIXING THE BENEFITS TO AND LEVYING SPECIAL ASSESSMENTS UPON THE LOTS, PART OF LOTS, LAND AND REAL ESTATE ABUTTING UPON AND ADJACENT TO AND ESPECIALLY BENEFITTED BY THE IMPROVEMENTS IN SANITARY SEWER DISTRICT NO. 167 OF THE CITY OF SCOTTSBLUFF, NEBRASKA, FOR THE PURPOSE OF PAYING THE COSTS OF SUCH IMPROVEMENTS TO THE EXTENT OF SPECIAL BENEFIT TO SUCH LOTS, PART OF LOTS, LANDS AND REAL ESTATE BY REASON OF SUCH IMPROVEMENTS AND PROVIDING FOR PUBLICATION IN PAMPHLET FORM.

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

Section 1. That, for the purpose of paying the cost of the improvements in Sanitary Sewer District No. 167 (“District”) in the City of Scottsbluff, County of Scotts Bluff, Nebraska, the Mayor and City Council, sitting as a Board of Equalization, after publication of notice to property owners as required by law, and after due consideration, determine such costs to be the amount of \$38,286.00, find that such benefits are equal and uniform to all lots, parts of lots, lands and real estate and find, ascertain, determine, equalize and fix special benefits to, and levy assessments on the following lots, parts of lots, lands and real estate in such District as follows:

OWNER OF RECORD	LOT AND BLOCK	ADDITION	BENEFIT	ASSESSMENT
Frank Properties 2, LLC	Lot 2, Block 1	Frank Properties Subdivision	\$6,381.00	\$6,381.00
Frank Properties 2, LLC	Lot 3, Block 1	Frank Properties Subdivision	\$6,381.00	\$6,381.00
Frank Properties 2, LLC	Lot 4, Block 1	Frank Properties Subdivision	\$6,381.00	\$6,381.00
Frank Properties 2, LLC	Lot 5, Block 1	Frank Properties Subdivision	\$6,381.00	\$6,381.00
Frank Properties 2, LLC	Lot 6, Block 1	Frank Properties Subdivision	\$6,381.00	\$6,381.00
Frank Properties 2, LLC	Lot 7, Block 1	Frank Properties Subdivision	\$6,381.00	\$6,381.00

Section 2. That such special assessments shall be, and the same are hereby made and declared to be, a lien upon such properties from and after this date, and shall be payable in ten (10) equal installments as follows:

- 1/10 within fifty days from date of this levy
- 1/10 within one year of said date;
- 1/10 within two years of said date;
- 1/10 within three years of said date;
- 1/10 within four years of said date;
- 1/10 within five years of said date;
- 1/10 within six years of said date;
- 1/10 within seven years of said date;
- 1/10 within eight years of said date;
- 1/10 within nine years of said date;

Each of such installments except the first shall draw interest at the rate of seven percent (7%) per annum from date of levy until the same shall become delinquent and, thereafter, any installment,

including the first, shall draw interest at the rate of fourteen percent (14%) per annum (or as such rate may from time to time be adjusted by the Legislature) until paid; provided, the owner of any lot, part of lot, lands or real estate, upon which an assessment has been made herein may pay the entire assessment within fifty (50) days after the date of this levy and, thereupon such lots, part of lots, lands or real estate, upon which an assessment has been made herein may pay the entire assessment within fifty (50) days after the date of this levy, and thereupon such lots, part of lots, lands or real estate be exempt from an lien charge therefor.

Section 3. Such special assessments shall be payable at the office of the City Finance Director in City Hall.

Section 4. This ordinance shall be published in pamphlet form.

Passed and approved on this ____ day of October, 2024.

Jeanne McKerrigan, Mayor

Attest:

Kimberley Wright, City Clerk

(Seal)

Approved as to Form:

City Attorney

City of Scottsbluff, Nebraska

Monday, November 4, 2024

Regular Meeting

Item 9.a

Council to discuss and consider action on a Special Designated Liquor License for BDS3C, LLC d/b/a Flyover Brewing Company to sell beer, wine, and distilled spirits at the Very Merry Christmas Market on December 7th from 9:00 a.m. to 5:00 p.m. on the 1600-1900 Blocks of Broadway.

Staff Contact: Kimberley Wright

SDL – LOCAL RECOMMENDATION

NEBRASKA LIQUOR CONTROL COMMISSION
301 CENTENNIAL MALL SOUTH
PO BOX 95046
LINCOLN, NE 68509-5046
PHONE: (402) 471-2571
FAX: (402) 471-2814
EMAIL: lcc.sdl.licensing@nebraska.gov
WEBSITE: www.lcc.nebraska.gov

122206

BDS3C, LLC

License #

Licensee Name/Non-Profit Organization

Event location name: **Downtown Scottsbluff**

Event address/location: **Broadway, between 16th and 19th**

Event Type: **Christmas Market**

Event date(s): **12/07/24**

Event start time(s): **9 am**

Event end time(s): **5 pm**

Indoor area to be licensed in length & width: _____ X _____

Outdoor area to be licensed in length & width: **1150** X **100** (Must submit a diagram)

Estimated number of attendees: **600**

Alternate dates/times: **n/a**

Alternate location name/location: **n/a**

Type of alcohol to be served: Beer **X** Wine **X** Distilled Spirits **X**

Event contact name: **Niki Egan** Event contact phone number: **308-672-1992**

Event contact Email: **niki@flyoverbrewingco.com**

*Signature Authorized Representative: _____

Local Governing Body completes below:

The local governing body for the City of _____ **OR** _____
County of _____ approves the issuance of a Special Designated License as
requested above.

Local Governing Body Authorized Signature

Date

City of Scottsbluff, Nebraska

Monday, November 4, 2024

Regular Meeting

Item 10.a

Council to discuss and consider awarding the bid for NovaPlay Sports Color Coating System, for the mini-pitch soccer surface at Veterans Park, to Pro Track and Tennis, Inc., in the amount of \$18,800.

Staff Contact: Matthew Carpenter

Agenda Statement

Item No.

For Meeting of: November 4, 2024

AGENDA TITLE: Council to consider awarding the bid for NovaPlay Sports Color Coating system for the mini-pitch soccer surface at Veterans Park to Pro Track and Tennis, Inc., in the amount of \$18,800.00.

SUBMITTED BY DEPARTMENT/ORGANIZATION: Parks & Recreation Department

PRESENTATION BY: Kevin Spencer, City Manager

SUMMARY EXPLANATION: This is a National Purchasing Cooperative (BuyBoard) awarded contract for the surfacing of the 60'x120' Musco Mini-Pitch System. The bid includes the installation of NOVA Sports Color Coating System to the mini-pitch surface. All areas needed will be patched and cracks filled. NovaPlay will be used. Entire surface will be power washed with 4000psi pressure and a special designed walk behind spinner head that deep cleans and scarifies the surface to give a 100% mechanical bond for the new coating. BuyBoard #737-24.

BOARD/COMMISSION/STAFF RECOMMENDATION: Staff recommends that Council award the BuyBoard Bid contract for the mini-pitch color coating surfacing system to Pro Track and Tennis, Inc. in the amount of \$18,800.00:

Does this item require the expenditure of funds?

 X yes no

Are funds budgeted?

 yes X no

If no, comments:

Project will utilize ARPA funds

Amount Budgeted

Department

Parks & Recreation Department

Account Description

ARPA Funds

Approval of funds available _____

City Finance Director

EXHIBITS

Resolution ☐

Ordinance ☐

Contract ☐

Minutes ☐

Plan/Map ☐

Other (specify) Bid Proposal

NOTIFICATION LIST: Yes ☐ No ☐ Further Instructions ☐

Please list names and addresses required for notification.

APPROVAL FOR SUBMITTAL: _____

City Manager

Rev: 11/15/12 City Clerk

7409 N. 160th Street
Bennington, NE 68007
PH 402.238.2900
PH 800.498.4395
FX 402.238.2987
www.protrackandtennis.com

PRO TRACK AND TENNIS, INC.

Mini Pitch Court Proposal



We Proudly Present This Proposal To
City of Scottsbluff, NE

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ACCEPTANCE OF PROPOSAL	14



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ref.0055c

PROPOSED SYSTEM

RESURFACE CONCRETE BASED MINI PITCH COURT

Pro Track and Tennis, Inc. proposes to install the following:

BASE BID: Install NOVA Sports Color Coating System to one (1) court. All areas needed will be patched and cracks filled. Concrete MUST have vapor barrier, medium broom finish and no curing compounds. NovaPlay will be used.

The entire court surface will be power washed with 4000psi pressure and a special designed walk behind spinner head that deep cleans and scarifies the surface to give a 100% mechanical bond for the new coatings.



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ref.0055c

PART 1: GENERAL

1.01 RELATED DOCUMENTS:

- A. If Architectural or Engineering specifications and or drawings are involved those specifications will take precedence over the following where noted and determined suitable for the project.

1.02 SUMMARY:

- A. Pro Track and Tennis, Inc. shall furnish all materials, labor, tools, and equipment necessary for the installation of the NOVA Sports Color Coating system to the tennis court.
- B. The court(s) will be laid out for game lines according to the USTA.

1.03 GOVERNING BODIES:

- A. Codes and standards will follow the current guidelines set forth by the (USTA) United States Tennis Association and The (ASBA) American Sports Builders Association tennis court construction manual will be the reference source for all guidelines for construction.

1.04 SUBMITTALS:

- A. One copy of the color coating manufacturer's product specification sheet.
- B. One surface color sample. Brochure.
- C. One copy of the Material Safety Data Sheets (MSDS) for each product to be used.
- D. One copy of the certificate that Pro Track and Tennis, Inc. is a member of the American Sports Builders Association in good standing.



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PART 2: OWNER'S PRECONSTRUCTION RESPONSIBILITIES

2.01 APPARATUS REMOVAL:

- A. All athletic equipment should be removed and or moved out of the way of the areas to be worked on. Items such as bleachers, nets, divider nets, benches, etc.
- B. Any other items that are sitting on the surface to be coated that are not permanent fixtures.

2.02 GROUNDSKEEPING:

- A. All edges of surface areas to be worked on should be treated as needed to kill all weeds. This should include weeds in cracks in the surface also. Applications should be repeated as needed to assure that the vegetation is killed off.
- B. Drainage issues should be addressed. If there are visible drainage problems where dirt and debris are deposited onto the court surface during a rain this should be addressed prior to the work starting.
- C. Severe leaching of weeds and sod/soil encroachment should be cut back and removed prior to Pro Track and Tennis beginning work. It sometimes takes days for the surface to dry out prior to being able to work on the surface.
- D. Any deposits of caked on dirt must be removed and cleaned. Built up dirt can trap moisture and may take days to completely dry out after cleaning and washing of the surface area.
- E. Sprinklers should be shut off four days prior to Pro Track and Tennis's arrival. The sprinklers can be run as long as the heads are adjusted not to spray water onto the court. Wind blowing water onto the court should be taken into consideration.
- F. We recommend that the area around the court be mowed prior to our arrival. This will keep grass from blowing onto the courts while the color coating is going down.
- G. Fertilizing turf adjacent to the court surface is strictly prohibited. Fertilizer will damage and discolor the court surface.



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H. The owner must provide a water source within 100' of the work area.

2.03 SECURITY:

- A. We recommend that the staff at the owner's site be notified of the dates the court(s) will be closed. Especially gym classes, tennis lessons, practices, and tennis matches that may use the courts during the renovation period.
- B. The community should be notified, if feasible, to deter attempts to enter the work area during installation.
- C. The work area should be secured as best as possible by locking all gates that will not be used and placing signage warning of the court(s) being closed during renovation.
- D. It is the responsibility of the owner to secure the work area and to keep all unauthorized persons from entering the court area, Pro Track and Tennis is not responsible for damage caused by trespassers in an unsecured work area.

The successful and timely completion of your court renovation project relies on your cooperation. We thank you in advance for your commitment to the important items listed above.



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ref.0055c

PART 3: PRODUCTS

3.01 COLOR COATING APPLICATION:

- A. The acrylic color coating shall be a Nova Sports 100% acrylic color coating system specifically designed for installing on concrete and asphalt substrates.
- B. The color coating material will have silica sand added to it for the desired speed of play.
- C. Note: Unless otherwise specified, the speed of play will be medium. Fast and slow speeds can be installed at the owner's request.

3.02 SYSTEM COMPONENTS:

- A. VEGETATION STERILANT: (Roundup or equal) shall be used to control vegetation along edges and in cracks as needed.
- B. LATEX BASED CRACK SEALANT: Nova Sports 100% latex Crack Flex shall be used on the smaller surface cracks as determined by the lead technician.
- C. PATCHING MATERIAL: Nova 100% acrylic latex patch binder shall be used to fill bird baths and other imperfections. It will be used for irregularities that need to be filled or evened out and smoothed over. This product also will be used to fill very large thermo and structural cracks.
- D. Note: The above crack sealers will be used as determined by the lead technician. All or just one may be used per job surface conditions, weather and temperatures.
- E. LATEX PRIMER: Nova Sports concrete primer will be used to prime bare concrete both old and new prior to applying any color coating.
- F. NOVA SPORTS ACRYLIC FILL: The acrylic resurfacer is used to prime, level and create a uniform surface to apply the color coating to. It also will black out the courts to hide color bleed through if colors are going to be changed.
- G. NOVA SPORTS COLORING SYSTEM: Nova Sports color coating is a 100%



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ref.0055c

acrylic concentrate designed specifically for color coating sport courts both indoor and outdoor. The concentrate is diluted with potable water and sand is added for texture and the desired speed of play.

- H. NOVA SPORTS LINE SHARP: Line sharp is used to seal the tape down prior to applying line paint. The product is clear in color. This helps to prevent bleed through.
- I. NOVA SPORTS LINE PAINT: Line paint is 100% latex heavy-duty paint specifically designed for striping game lines on a colored surface.



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PART 4: SYSTEM INSTALLATION PROCESS

4.01 QUALITY ASSURANCE:

- A. The owner should have one designated person who all communication will go through during the course of the project.
- B. Pre-construction meeting. A meeting will be held on the court prior to any work beginning. The lead technician will go over the scope of work with the owner and answer any questions. The owner will be required to sign off on a production sheet attesting to the fact that this meeting took place.
- C. The owner's representative will be contacted daily by the lead technician to give a progress report.
- D. Post-construction meeting. A meeting will be held after the surface has been installed. A production sign off sheet will be reviewed with the owner at which time the owner will approve the project by signing off on the production sheet and evaluating our performance.

4.02 VEGETATION:

- A. Vegetation will be trimmed if needed on all edges to receive the color coat surfacing.
- B. Please refer to PART 2 item 2.2.

4.02 CLEANING:

Note: The owner must provide clean portable water source within 100' of work area

- A. The entire surface area to be coated will be blown off using high-pressure wind machines.
- B. Any areas that need additional attention will be wire brushed as needed.



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The entire court surface will be power washed with 4000psi pressure and a special designed walk behind spinner head that deep cleans and scarifies the surface to give a 100% mechanical bond for the new coatings.

4.04 CRACK SEALING:

- A. Cracks will be cleaned as needed using high-pressure air.
- B. Major cracks will be filled with a combination of products as determined by the field technician.
- C. Please see PART 3, 3.2, C and E for clarification of the different crack sealers.
- D. Note: Cracks are not guaranteed to not reappear and open back up. Cracks will open back up and can open slightly prior to leaving the job site. Only if you use the Riteway System are cracks warranted. New cracks that may form are not covered by warranty.

4.05 REPAIR OF LOW SPOTS:

- A. An acrylic patch binder, "patching primer" will be used to prime low areas.
- B. All areas needing patched will have an acrylic patch binder mix applied.
- C. The patched areas will be sanded prior to color coating.
- D. Note: There is no guarantee that all low spots can be totally eliminated. However, Pro Track and Tennis, Inc. will do everything possible to attain a level court. Negative drainage will not be eliminated. No attempt will be made to correct planarity issues.

4.06 ACRYLIC RESURFACER:

- A. One (1) coat of NOVA Sports fortified, 100% acrylic fill will be applied over the entire surface. Two coats are needed to fill all patch work and surface roughness.
- B. Silica sand will be added to the coat at a 60-80 mesh.



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4.07 COLOR COATING:

- A. Two (2) coats of NOVA Sports fortified, 100% acrylic color coating will be applied.
- B. The color coat will be applied perpendicular to the primer coat.
- C. A sample color sheet of choices is attached.
- D. A fortified mixture will be used for the common area to withstand the water vapor and high traffic wear.
- E. The product used by Pro Track and Tennis, Inc. contains no asphalt emulsions or asbestos.

4.08 LINE STRIPING:

- A. Textured white line paint will be used.

4.09 JOB SITE CLEAN-UP:

- A. The court area will be left “play” ready.
- B. All job related debris will be cleaned up and disposed of properly.
- C. All unused material will be removed from the job site and recycled.



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PART 5: WARRANTY

Pro Track and Tennis, Inc. warrants its labor and materials for a period of three (3) years from the date of completion of work on any tennis court. There is a five (5) year warranty on the Riteway Crack Repair System. If you recolor the courts with us within 5 years, we will extend your Armor warranty another 5 years. All work performed by Pro Track and Tennis, Inc. is warranted against peeling, chipping and flaking under normal use. Pro Track and Tennis, Inc. further warrants that any paint applied during the striping will not flake or peel for a period of two (2) years from the date application is completed.

Customer acknowledges that they are aware that Pro Track and Tennis, Inc. is not responsible for defects, cracks, patches or uneven surfaces in the substrate which is being resurfaced by Pro Track and Tennis, Inc. Pro Track and Tennis, Inc. does not warrant that existing cracks or patches in existing substrate surfaces will not open or continue to increase in size. Pro Track and Tennis, Inc. shall not warrant nor be in anyway be responsible for peeling of paint or damage to any surface caused by failure of customer to keep the surface free of debris, vegetation or dirt and shall further not be responsible for damage to painted surfaces or any other actions caused by the customer. Pro Track and Tennis, Inc. does not warrant separation of the coatings from the concrete base where the base lacks a vapor barrier. Lack of a vapor barrier can cause moisture to be retained under the coating, which will eventually result in lack of adhesion to the surface. Pro Track and Tennis, Inc. does not warrant separation of the coating or bubbling of the coating when moisture is present due to passing from below an asphalt or concrete base.

In the event of any claims arising under this Warranty, damages incurred by the customer shall be limited to such repairs to be performed by Pro Track and Tennis, Inc. as are necessary to remedy any defects. Pro Track and Tennis, Inc. hereby agrees to perform any such repairs (weather permitting) promptly, after written notification of such claim from customer. Pro Track and Tennis, Inc. shall not be liable for any breach of any express or implied warranty except where expressly prohibited by applicable law.



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ACCEPTANCE OF PROPOSAL

This proposal is valid for 60 days from October 1, 2024.

Pro Track and Tennis, Inc. proposes to furnish labor and material and equipment complete in accordance with the specifications in this proposal for the sum of:

Please initial the appropriate boxes below to designate acceptance of the following options.



BASE BID:

Color Coat One (1) Court

Eighteen thousand, eight hundred dollars

\$18,800.00

Due to current market conditions, all prices are subject to a surcharge before date of install.

Payment to be made as follows:

A 40% down payment is due upon acceptance of proposal. The remainder is due the day the job is complete and accepted by the owner. Any applicable taxes will be added to the total cost.

Acceptance

The above price, specifications and conditions found in this proposal are satisfactory and are hereby accepted. Pro Track and Tennis, Inc. is authorized to do the work as specified. Payment will be made as outlined.

_____ Signature		_____ Signature	
_____ Print	_____ Date	_____ Print	_____ Date
City of Scottsbluff, NE		Pro Track and Tennis, Inc.	

After signing, please return to Pro Track and Tennis, Inc.



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ref.0055c

City of Scottsbluff, Nebraska

Monday, November 4, 2024

Regular Meeting

Item 10.b

Council to discuss and consider awarding the bid for a mini-pitch soccer system, at Veterans Park, to Musco Sports Lighting, LLC in the amount of \$71,000.

Staff Contact: Matthew Carpenter

Agenda Statement

Item No.

For Meeting of: November 4, 2024

AGENDA TITLE: Council to consider awarding the bid for a mini-pitch soccer system at Veterans Park to Musco Sports Lighting, LLC., in the amount of \$71,000.00

SUBMITTED BY DEPARTMENT/ORGANIZATION: Parks & Recreation Department

PRESENTATION BY: Kevin Spencer, City Manager

SUMMARY EXPLANATION: This is a Sourcewell awarded contract for a single Musco Mini-Pitch System measuring 60'x120'. The bid includes galvanized fence panels and structure, built in goals, seating, lockable storage and LED lighting system. Project management of 2 Musco representatives included for installation. 10-year warranty on materials.

BOARD/COMMISSION/STAFF RECOMMENDATION: Staff recommends that Council award the Sourcewell Bid contract for the mini-pitch system to Musco Sports Lighting, Inc. in the amount of \$71,000.00. Project: 199030, Sourcewell Contract Number: 041123-MSL

Does this item require the expenditure of funds?

 X yes no

Are funds budgeted?

 yes X no

If no, comments:

Project will utilize ARPA funds

Amount Budgeted

Department

Parks & Recreation Department

Account Description

ARPA Funds

Approval of funds available _____
City Finance Director

EXHIBITS

Resolution ☐

Ordinance ☐

Contract ☐

Minutes ☐

Plan/Map ☐

Other (specify) Bid Proposal, Light Specs & Brochure

NOTIFICATION LIST: Yes ☐ No ☐ Further Instructions ☐

Please list names and addresses required for notification.

APPROVAL FOR SUBMITTAL: _____
City Manager

Mini-Pitch System™

MODULAR SPORTS SOLUTION



***The Mini-Pitch System™
modular sports solution has
an innovative, all-in-one design
to help communities create
fun and active play spaces by
revitalizing public areas.***

Created to assist the U.S. Soccer Foundation in providing safer places to play the game, the Mini-Pitch System is ideal for transforming abandoned courts and other underutilized areas into places where children and families can come together in the spirit of teamwork, empowerment, and physical activity. The system supports the Foundation's *It's Everyone's Game* movement to ensure that all children have access to the game and its many benefits.

Complete

The mini-pitch comes as a modular system complete with lighting, fencing, goals, benches, ADA-compliant access, and lockable storage.

Convenient

Assembly can be done by a three-person crew in approximately 16 hours.

Customizable

You'll have options on the size of your pitch and custom signage. Acrylic surfacing is provided and can be color customized.





"The new soccer pitches will allow our students to engage in physical fitness, learn the tenets of teamwork, and have fun. Partnerships that benefit our students are an essential part of our success as a district."

– Roger León, Newark Superintendent of Schools

Complete System

The Mini-Pitch System™ modular sports solution includes lighting, structural, and electrical components designed and engineered to work together for streamlined installation and reliable operation.

- Factory-built, wired, aimed, and tested.
- Fast, trouble-free installation.
- Rugged reliability, designed to be long-lasting in all weather conditions and atop all surfaces.
- 10-year warranty covers all parts and labor.

TLC for LED® Lighting

Enjoy the benefits of the LED sports lighting technology of choice at venues around the world.

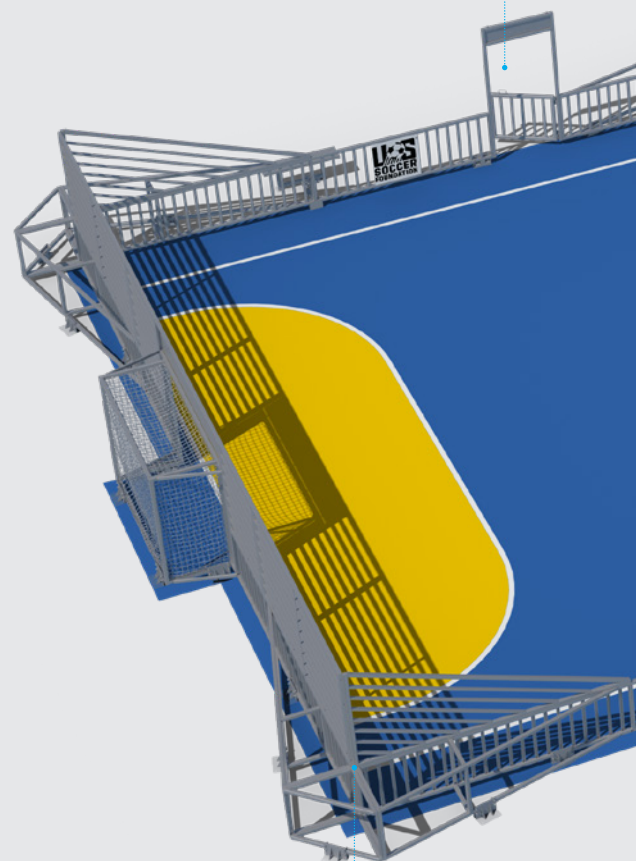
- Custom optics create a more uniform distribution of light for better visibility.
- Patented glare control preserves darkness around your pitch, keeping neighbors happy.
- Instant on/off and energy efficient operation.

Control-Link® Service

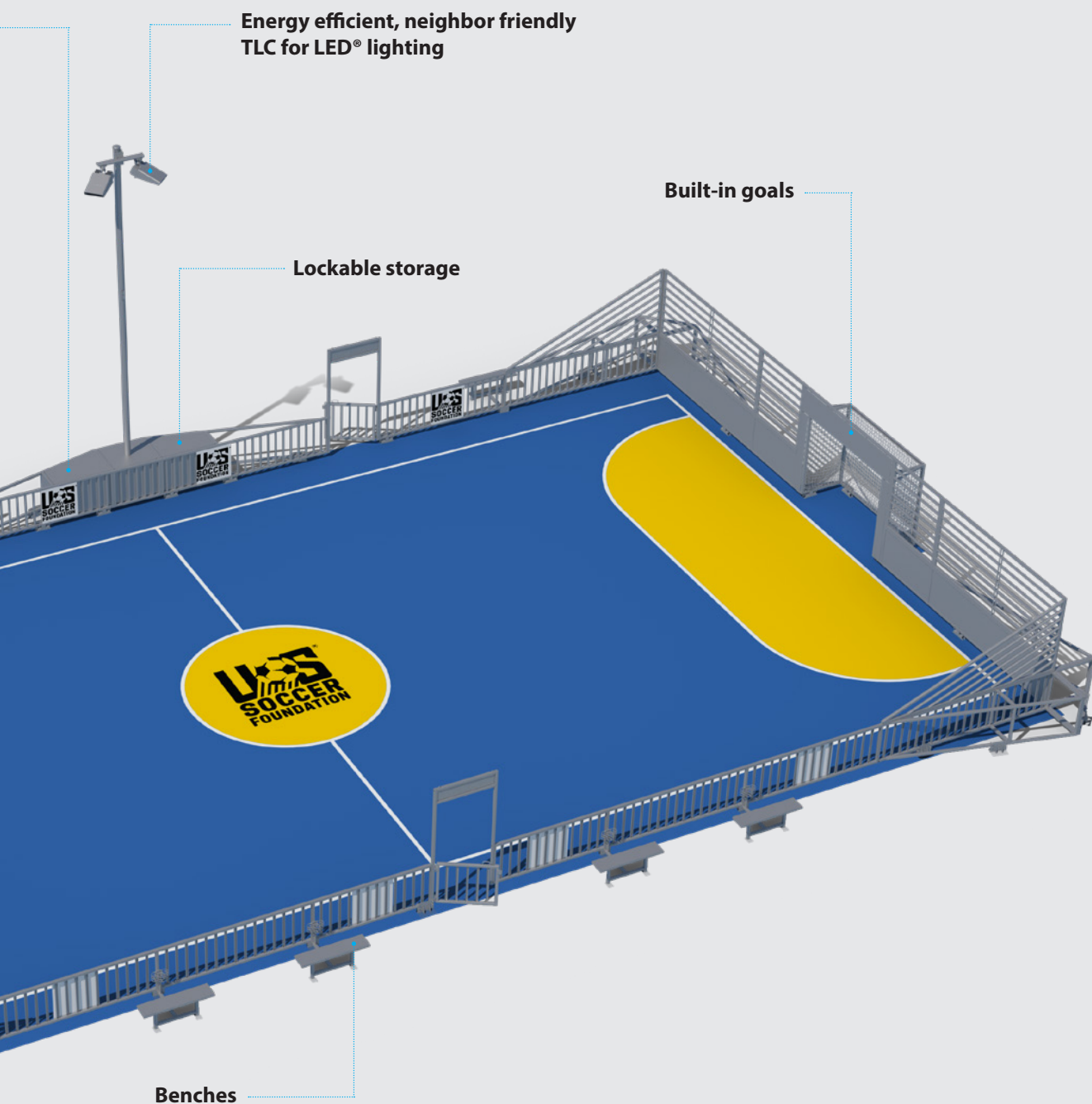
Your system will be supported by Musco's Control-Link control system.

- Manage your lights instantly, from anywhere, with a touch of a smartphone.
- 24/7 support from the Musco Team includes troubleshooting and scheduling assistance.
- Get a real, live voice on the other end of the phone anytime you call Control-Link Central™ service center.

ADA-compliant access



Galvanized steel
and structure



Steel fencing

10-Year Parts and Labor Warranty

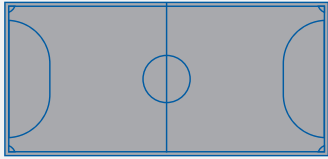
With Musco's long-term parts and labor warranty, you'll have the peace of mind in knowing that you won't have to pay for maintenance of your Mini-Pitch System™.

- No maintenance costs for the next decade.
- Every part and all labor covered.
- Supported by Musco's regionally-based technicians.

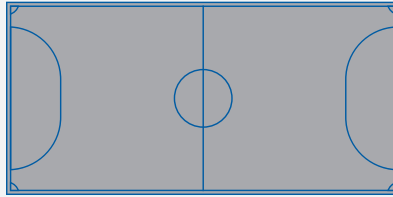
Separate playing surface warranty is provided by the surface contractor.

Your Pitch, Your Way

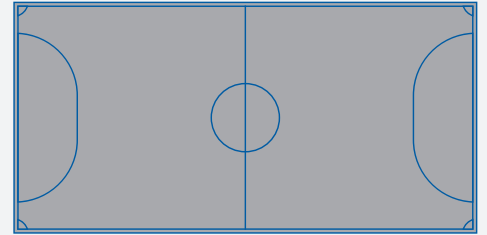
The Mini-Pitch System™ modular sports solution gives you customization options with the ability to combine any of the below widths and lengths to meet your exact needs.



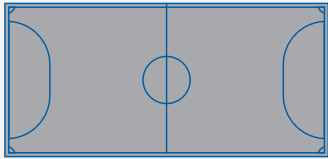
40 ft x 84 ft
12 m x 25 m



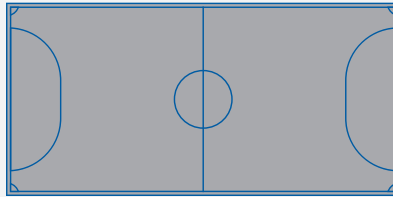
50 ft x 104 ft
15 m x 32 m



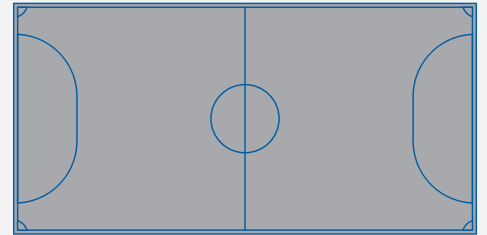
60 ft x 120 ft
18 m x 36 m



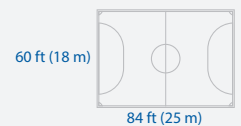
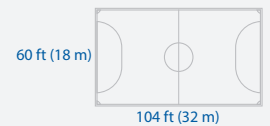
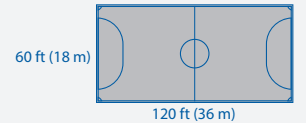
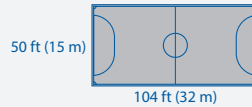
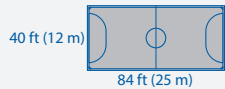
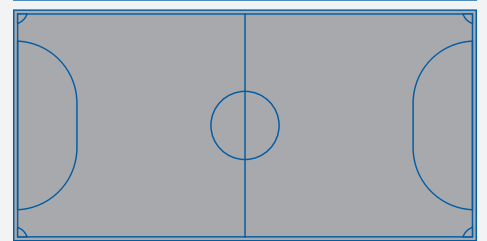
76 ft x 84 ft
23 m x 25 m



96 ft x 104 ft
29 m x 32 m



116 ft x 120 ft
35 m x 36 m



Dana Middle School, Hawthorne, California, USA



Sunrise Park, Pleasant Hill, Iowa, USA



Capitol Hill Middle School, Oklahoma City, Oklahoma, USA



We Make It Happen.

www.musco.com
e-mail: lighting@musco.com



www.ussoccerfoundation.org
e-mail: info@ussoccerfoundation.org

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U.S. and foreign patents issued and pending.

US Soccer Foundation is a registered trademark in the United States to United States Soccer Foundation.

Lighting System

Pole / Fixture Summary						
Pole ID	Pole Height	Mtg Height	Fixture Qty	Luminaire Type	Load	Circuit
P1	24'	24'	2	TLC-LED-550	1.08 kW	A
1			2		1.08 kW	

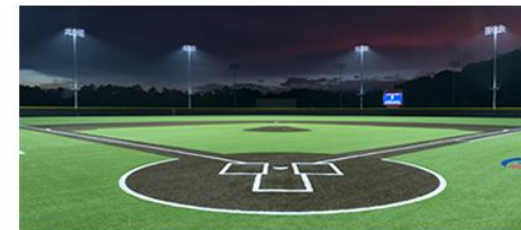
Circuit Summary			
Circuit	Description	Load	Fixture Qty
A	Mini-Pitch	1.08 kW	2

Fixture Type Summary							
Type	Source	Wattage	Lumens	L90	L80	L70	Quantity
TLC-LED-550	LED 5700K - 75 CRI	540W	67,000	>120,000	>120,000	>120,000	2

Light Level Summary

Calculation Grid Summary								
Grid Name	Calculation Metric	Illumination					Circuits	Fixture Qty
		Ave	Min	Max	Max/Min	Ave/Min		
Mini-Pitch (120' x 60')	Horizontal Illuminance	16.8	4	47	12.80	4.19	A	2

From Hometown to Professional

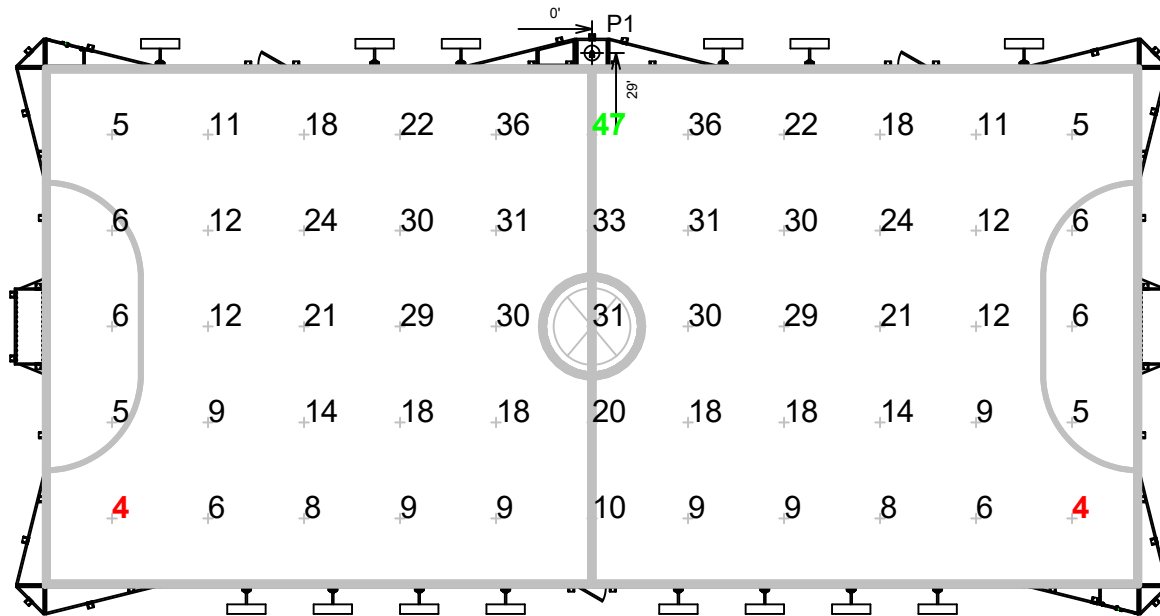


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EQUIPMENT LIST FOR AREAS SHOWN

Pole				Luminaires				
QTY	LOCATION	SIZE	GRADE ELEVATION	MOUNTING HEIGHT	LUMINAIRE TYPE	QTY / POLE	THIS GRID	OTHER GRIDS
1	P1	24'	-	24'	TLC-LED-550	2	2	0
1	TOTALS					2	2	0



NOTES: Input Files:
WA060120-GAAF-XX_B: Asphalt
WA060120-GCAF-XX_B: Concrete

SCALE IN FEET 1 : 20



Pole location(s) ⊕ dimensions are relative to 0,0 reference point(s) ⊗

ENGINEERED DESIGN File #WA060120-GXAF-XX_B

GRID SUMMARY

Name: Mini-Pitch (120' x 60')
Size: 114' x 54'
Spacing: 10.0' x 10.0'
Height: 3.0' above grade

ILLUMINATION SUMMARY

MAINTAINED HORIZONTAL FOOTCANDLES

Entire Grid

Scan Average: 16.76

Maximum: 47

Minimum: 4

Avg / Min: 4.53

Max / Min: 12.80

UG (adjacent pts): 2.14

No. of Points: 55

LUMINAIRE INFORMATION

Applied Circuits: A

No. of Luminaires: 2

Total Load: 1.08 kW

Guaranteed Performance: The ILLUMINATION described above includes a 0.95 dirt depreciation factor.

Field Measurements: Individual field measurements may vary from computer-calculated predictions and should be taken in accordance with IESNA RP-6-15.

Electrical System Requirements: Refer to Amperage Draw Chart and/or the "Musco Control System Summary" for electrical sizing.

Installation Requirements: Results assume ± 3% nominal voltage at line side of the driver and structures located within 3 feet (1m) of design locations.

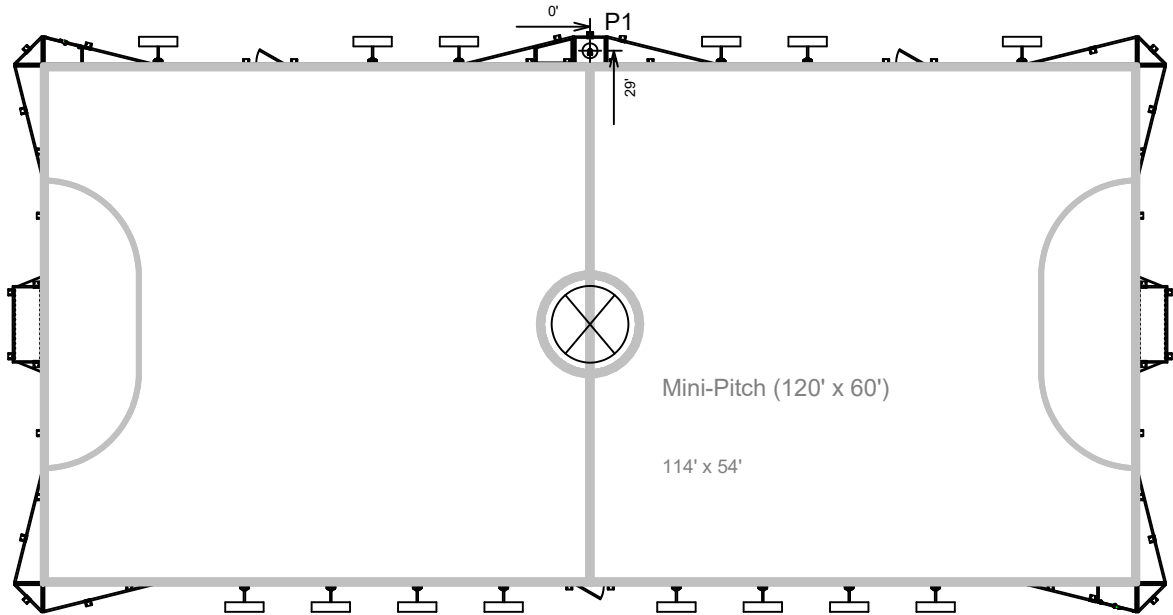


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ILLUMINATION SUMMARY

NOTES: Input Files:
WA060120-GAAF-XX_B: Asphalt
WA060120-GCAF-XX_B: Concrete



EQUIPMENT LAYOUT

INCLUDES:

· Mini-Pitch (120' x 60')

Electrical System Requirements: Refer to Amperage Draw Chart and/or the "Musco Control System Summary" for electrical sizing.

Installation Requirements: Results assume $\pm 3\%$ nominal voltage at line side of the driver and structures located within 3 feet (1m) of design locations.

EQUIPMENT LIST FOR AREAS SHOWN

Pole				Luminaires		
QTY	LOCATION	SIZE	GRADE ELEVATION	MOUNTING HEIGHT	LUMINAIRE TYPE	QTY / POLE
1	P1	24'	-	24'	TLC-LED-550	2
1	TOTALS					2

SINGLE LUMINAIRE AMPERAGE DRAW CHART

Ballast Specifications (.90 min power factor)		Line Amperage Per Luminaire (max draw)						
Single Phase Voltage		208 (60)	220 (60)	240 (60)	277 (60)	347 (60)	380 (60)	480 (60)
TLC-LED-550		3.2	3.0	2.8	2.4	1.9	1.8	1.4



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Project: Veterans Park Mini-Pitch
October 2024

Scottsbluff, NE

Sourcewell

Master Project: 199030, Contract Number: 041123-MSL, Expiration: 06/16/2027
Category: Sports lighting with related supplies and services

All purchase orders should note the following:
Sourcewell purchase – contract number: 041123-MSL

Quotation Price – Materials Only Delivered to Job Site

Musco's Mini-Pitch System™ as described below and delivered to the job site:

Large: Single (60'x120') - \$67,000.00

*(Includes: All equipment for single Mini-Pitch (60'x120'), Assuming concrete/ pad are in place, *Does not include electrical)*

ADDER option 1: Project Management- \$4,000.00

(Musco Mini-Pitch personnel and Local Sales Representative Brad Thompson will be onsite to help direct, assist, and layout equipment

The City of Scottsbluff is responsible for tools and 5K telehandler.

**Musco will provide list of tools needed ahead of delivery, and can provide recommendations on concrete pad if need be)*

Sales tax of the equipment is not included.

Pricing furnished is effective for 60 days unless otherwise noted and is considered confidential.

Mini-Pitch System™ Modular Sports Solution with TLC for LED® technology

System Description Mini-Pitch System™ Modular Sports Solution with TLC for LED® technology

- Mini-Pitch System™ galvanized fence panels and structure
- Built-in goals
- Seating accommodations and cupholders for 12 people
- Lockable storage
- Factory wired and tested remote electrical component enclosures
- Pole length, factory-assembled wire harnesses
- Factory-wired poletop luminaire assemblies
- Factory-aimed and assembled TLC for LED® luminaires
- Player activated pushbutton

Environmental Light Control

- Reduction of spill light and glare by 50% or more

Control Systems and Services

- Control-Link® control system to provide remote on/off control with 24/7 customer support

Operation and Warranty Services

- Product assurance and warranty program that covers materials and onsite labor, eliminating your maintenance costs for **10 years**
- Support from Musco's Services Team – over 170 Team members dedicated to operating and maintaining your system – plus a network of 1800+ contractors



Payment Terms

Musco's Credit Department will provide payment terms.

Email or fax a copy of the Purchase Order to Musco Sports Lighting, LLC:

All purchase orders should note the following: Sourcewell purchase – contract number: 041123-MSL

Delivery Timing

8 - 12 weeks for delivery of materials to the job site from the time of order, submittal approval, and confirmation of order details including voltage.

Notes

Quote is based on:

- Shipment of the entire project together to one location.
- 480 Volt, 3 Phase electrical system requirement.
- Structural code and wind speed = 2018 IBC, 115MPH Wind Zone and exposure: C I
- The owner is responsible for getting electrical power to the site, coordination with the utility, and any power company fees
- The owner is responsible for concrete pad to allow for anchoring of the Mini-Pitch System™.

Thank you for considering Musco for your modular sports solution needs. Please contact me with any questions or if you need additional details.

Brad Thompson
Musco Sales Representative
Musco Sports Lighting, LLC
Phone: 641.660.9554
E-mail: Brad.Thompson@musco.com

Project # 238688



City of Scottsbluff, Nebraska

Monday, November 4, 2024

Regular Meeting

Item 10.c

Council to discuss and consider awarding the bid for Splash Pad Features, for the existing splash pad at Veterans Park, to Commercial Recreation Specialists, in the amount of \$17,450.

Staff Contact: Matthew Carpenter

Agenda Statement

Item No.

For Meeting of: November 4, 2024

AGENDA TITLE: Council to consider awarding the bid for Splash Pad Features for the existing splash pad at Veterans Park to Commercial Recreation Specialists, in the amount of \$17,450.00.

SUBMITTED BY DEPARTMENT/ORGANIZATION: Parks & Recreation Department

PRESENTATION BY: Kevin Spencer, City Manager

SUMMARY EXPLANATION: This is a single source awarded contract for 3 new features for the Vortex Splash Pad. The bid includes new plug-n-play features to enhance the splash pad. Features include a Frog, Bobble, and Waterbug. Existing splash pad has 3 locations to add features through simple flange installation.

BOARD/COMMISSION/STAFF RECOMMENDATION: Staff recommends that Council award the single source Bid contract for the 3 new splash pad features to Commercial Recreation Specialists in the amount of \$17,450.00:

Does this item require the expenditure of funds?

 X yes no

Are funds budgeted?

 yes X no

If no, comments:

Project will utilize ARPA funds

Amount Budgeted

Department

Parks & Recreation Department

Account Description

ARPA Funds

Approval of funds available _____
City Finance Director

EXHIBITS

Resolution ☐

Ordinance ☐

Contract ☐

Minutes ☐

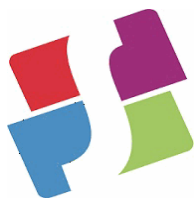
Plan/Map ☐

Other (specify) Bid Proposal & Product Highlights

NOTIFICATION LIST: Yes ☐ No ☐ Further Instructions ☐

Please list names and addresses required for notification.

APPROVAL FOR SUBMITTAL: _____
City Manager



COMMERCIAL
RECREATION
SPECIALISTS

Commercial Recreation Specialists
807 Liberty Dr., Ste 101
Verona, WI 53593-9160
Ph: (877) 896-8442 Fx: (608) 848-8782
43-2046045

Quote

Quote Number: 0026808
Quote Date: 10/29/2024

Bill To :
City of Scottsbluff 2525 Circle Drive Scottsbluff, NE 69361-1779

Ship To :
City of Scottsbluff Jeff Warfield 2525 Circle Drive Scottsbluff, NE 69361-1779 Ph: 308-672-5733

Customer ID	Customer PO Number	Sales Rep Name
CITY OF SCOTTSBLUFF		Patrick Pierce
Valid Through	Shipping Method	Payment Terms
11/28/2024	BEST WAY	Net 30

Item	Description	Quantity	Unit Cost	Amount
Veterans Park Expansion				
VO VOR-7201	Frog N°2	1.00	7,460.00	7,460.00
VO VOR-7232	Bobble N°1	1.00	5,200.00	5,200.00
VO VOR-7582.2008	Waterbug No3	1.00	6,270.00	6,270.00
VO VOR-12030	Project Phasing / Expansion Credit	2.00	1,190.00-	2,380.00-
VO VOR-12030	Project Phasing / Expansion Credit	1.00	1,020.00-	1,020.00-
VO VOR-41333	Custom Flange Kit - Large to Medium SafeSwap	1.00	570.00	570.00
/FREIGHT	FREIGHT	1.00	1,350.00	1,350.00

Note: This quote is valid for 30 days. Please review the above information carefully. It defines your order as we understand it. If satisfactory, please sign and date below and fax to 608-848-8782, email back to your sales representative, or send a copy with your deposit to the address above. We will begin processing your order upon receipt of both your DEPOSIT AND APPROVAL SIGNATURE, per the terms indicated on your quote above. Additional surcharges may apply depending on final delivery address, actual delivery requirements and payment method. Please note that a 3% convenience fee may apply to credit card orders.

Net Order: 17,450.00
Freight: 0.00
Sales Tax: 0.00
Order Total: 17,450.00

Customer Acceptance: _____ Date: _____
margaret



Ideal age group: 0 - 6 years

VOR 7582 WATERBUG N°3

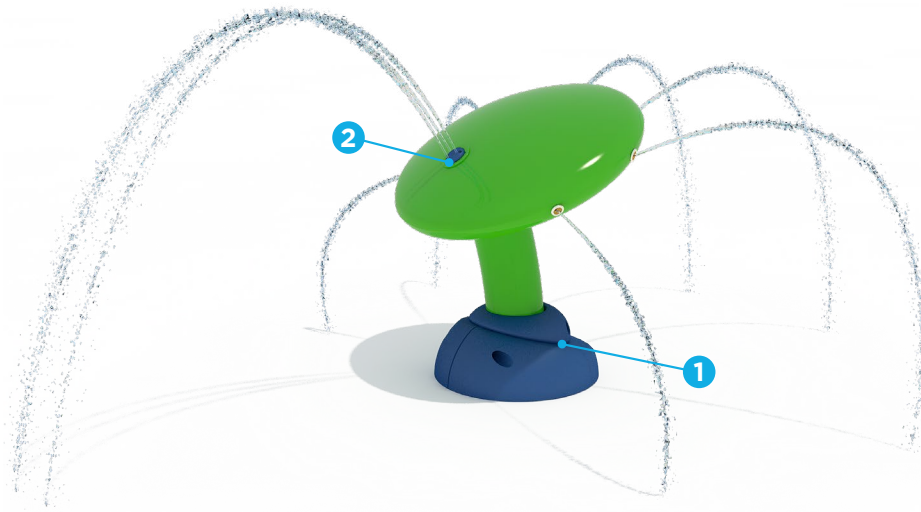
PRODUCT HIGHLIGHTS

- Different water effects keep kids captivated
- Encourages different types of game playing
- Pressing the Podspray™ will amplify the other sprays' water effect

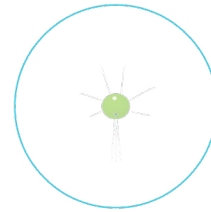


vortex-intl.com • info@vortex-intl.com
1.877.586.7839 (free USA/CANADA)
+1.514.694.3868 (INTERNATIONAL)

Spray Zone



ø 96"
(ø 244 cm)



H/W/L	Pressure
22/18/20 in	5-10 PSI
57/64/51 cm	0.3-0.7 BAR

Flow	Smartflow
5-7 GPM	-
18.9-26.5 LPM	-

Color Choices: Vortex colors

VORTEX EXCLUSIVE TECHNOLOGIES

This product features the following technologies that are unique to Vortex.



TOEGUARD™

- Soft-touch Elastomer
- Protects children's toes from anchoring hardware
- Durable, vandal resistant, resistant to chemicals
- Infused with a UV resistant bright color
- Available in one or two pieces ensuring tight fit to post



PODSPRAY™

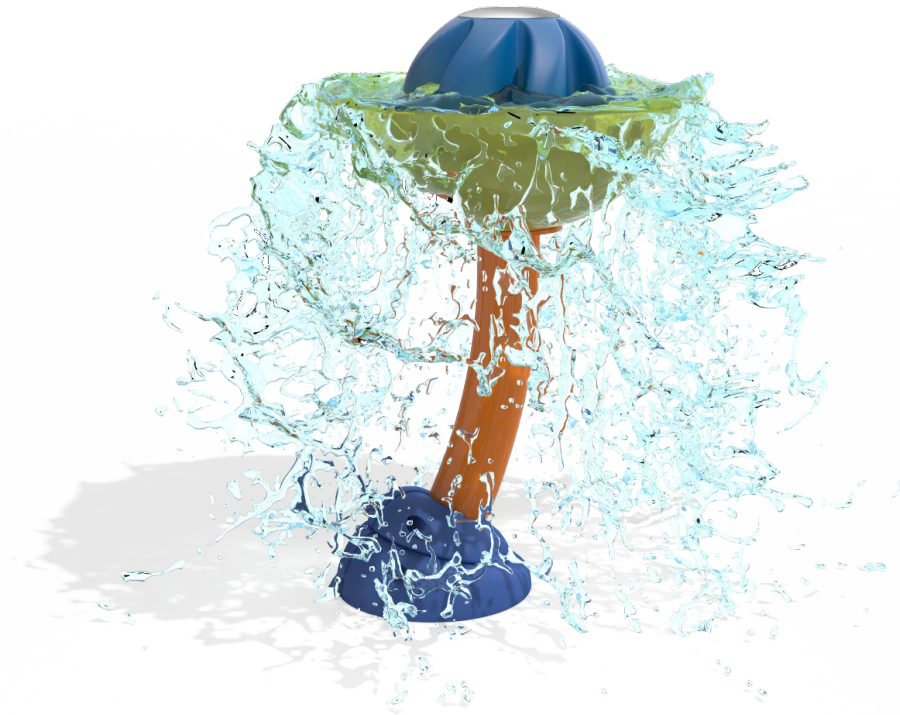
- Simply press to send water to another nozzle on the same feature
- Combine multiple pods and features to create team play
- Lead-free brass for maximum durability

WATER EFFECTS

- Gentle jet stream (6)
- Interactive Podspray™ (1)



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Ideal age group: for all ages

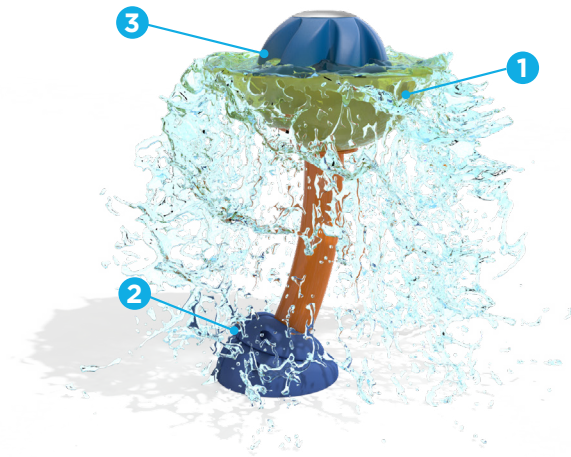
VOR 7232 BOBBLE N°1

PRODUCT HIGHLIGHTS

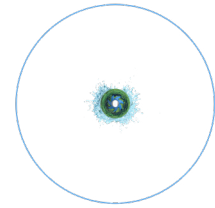
- Pushing and swirling the floating Orb is captivating fun and promotes motor skills
- Overflowing water and a self-spinning Orb invite kids to play in the water
- A back-to-basics, hands-on play experience that stimulates the senses and that kids love



Spray Zone



ø 180" (ø 457 cm)



H/W/L	Pressure
31/21/21 in 78/53/53 cm	3-5 PSI 0.2-0.3 BAR

Flow	Smartflow
6-9 GPM 22-34 LPM	- -

Color choices: Vortex colors or polished

VORTEX EXCLUSIVE TECHNOLOGIES

This product features the following technologies that are unique to Vortex.



SEEFLOW™

- Impact-resistant polymer
- Resistant to UV rays and chemicals
- Colorful reflections are created with the combination of bright colors, water, and sunlight
- Manufactured with up to 40% pre-consumer recycled materials
- Reusable at the end of life



TOEGUARD™

- Soft-touch Elastomer
- Protects children's toes from anchoring hardware
- Durable, vandal resistant, resistant to chemicals
- Infused with a UV resistant bright color
- Available in one or two pieces ensuring tight fit to post



ORB

- Brings a new level of interaction to every play feature
- Promotes the learning of cause & effect
- Develops dexterity and motor skills
- Durable, impact-resistant, and resistant to UV rays and chemicals

WATER EFFECTS

- Water stream (2)

Revised: 12/11/2017



Ideal age group: 0 - 6 years

VOR 7201 FROG N°2

PRODUCT HIGHLIGHTS

- Gentle water effect
- Rotates for added play value
- Encourages imaginative play

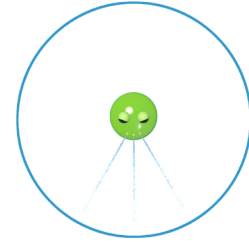


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Spray Zone

ø 8'
(ø 244 cm)



H/W/L

25/20/20 in
62/51/51 cm

Pressure

10-15 PSI
0.7-1 BAR

Flow

3-5 GPM
11-19 LPM

Smartflow

-
-

Color Choices: Vortex colors

VORTEX EXCLUSIVE TECHNOLOGIES

This product features the following technologies that are unique to Vortex.



TOEGUARD™

- Soft-touch Elastomer
- Protects children's toes from anchoring hardware
- Durable, vandal resistant, resistant to chemicals
- Infused with a UV resistant bright color
- Available in one or two pieces ensuring tight fit to post



TURNTEC™

- Easy turning for kids of all ages and abilities
- Lead-free brass for maximum durability - heat resistant
- 360° rotation - no mechanical stops to break
- Adjustable spray zone - control the area where water begins and stops
- Corrosion and chemical resistant

WATER EFFECTS

- Gentle jet stream (3)

Revised: 08/10/2017

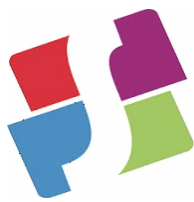


VORTEX

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+1.514.694.3868 (INTERNATIONAL)

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COMMERCIAL
RECREATION
SPECIALISTS

Commercial Recreation Specialists
807 Liberty Dr., Ste 101
Verona, WI 53593-9160
Ph: (877) 896-8442 Fx: (608) 848-8782
43-2046045

Quote

Quote Number: 0026808
Quote Date: 10/29/2024

Bill To :

City of Scottsbluff
2525 Circle Drive
Scottsbluff, NE 69361-1779

Ship To :

City of Scottsbluff
Jeff Warfield
2525 Circle Drive
Scottsbluff, NE 69361-1779
Ph: 308-672-5733

Terms and Conditions

1. When Installation or site work is specified in the proposal or quote, site security is not included. The customer is responsible for ensuring security during the project when Commercial Recreation Specialists, Inc. is not present installing the specified system and immediately upon completion of the installation. In the event of vandalism or unexpected damage, Commercial Recreation Specialists, Inc. reserves the right to charge the customer for repairs and/or replacement goods.
2. This proposal or quote may be withdrawn if not accepted within thirty (30) days of its issuance. Commercial Recreation Specialists, Inc. will consider reasonable revisions to this proposal: included in the terms of a subcontract provided it accurately incorporates the terms and conditions of this proposal. A proposal or quote not accepted within thirty (30) days will be subject to price escalation for Installation materials, equipment, and freight. Commercial Recreation Specialists, Inc. reserves the right to adjust its quoted price if the terms of a related subcontract increase its costs or add to Commercial Recreation Specialists, Inc.'s administrative time of compliance.
3. When Installation or site work is specified in the proposal or quote, all work shall be performed according to industry standards. Areas in which Commercial Recreation Specialists, Inc. Installation Team will be working shall be free and clear of all debris and accessible to any/all equipment necessary to perform the proposed work. Commercial Recreation Specialists, Inc. assumes the site is buildable and has suitable subsurface conditions to allow the proposed construction.
4. Unless waived in writing by Commercial Recreation Specialists, Inc., any changes to the scope of work, or the terms and conditions of this proposal shall be performed only after execution of a written change order.
5. Commercial Recreation Specialists, Inc. is not responsible for any delays due to strikes, accidents, weather, acts of God, and/or other delays beyond the control of Commercial Recreation Specialists, Inc. Commercial Recreation Specialists, Inc. is not responsible for any damages due to any of the above or similar causes outside of its control.
6. Commercial Recreation Specialists, Inc. is not responsible for receiving, off-loading, storage, installation, project management or coordination, piping, anchor bolts, concrete, surfacing, electrical, plumbing, bonding, bonding payment, geotechnical survey work, excavation, removal of existing materials, removal of debris and packaging material, site restoration, permit fees, stamped drawings or Health department approval unless otherwise specified in the above proposal or quote.
7. The Customer is responsible for inspecting all deliveries for damage, noting any damage on the bill of lading, and notifying Commercial Recreation Specialists, Inc. within one (1) day of receiving.
8. If applicable, sales tax has been included and will only be removed upon presentation of a Tax-Exempt form, Resale Certificate, or Capitol Improvement form. In the event any asserted tax-exempt status is later denied by a taxing authority, the buyer will be responsible for the unpaid tax and any penalties and interest charges.
9. Freight shown is an estimate based on current quoted rates and is subject to change. Actual freight costs will be charged at the time of shipment and will be included on the final invoice applicable, the buyer is responsible for customs fees, duties, or taxes assessed by any port of entry.
10. When Installation or site work is specified in the proposal or quote, Commercial Recreation Specialists, Inc. is not responsible for private or public utility charges to locate services unless otherwise specified in the proposal or quote. Private and public utility efforts to locate services need to be completed and marked before Commercial Recreation Specialists, Inc. arrive on site. Commercial Recreation Specialists, Inc. is not responsible for damage to or repair of unmarked utilities.
11. The Customer is responsible for ensuring the scope of work in the quote or proposal meets all local standards and codes and that all required approvals and permits have been obtained unless otherwise noted in the quote or proposal. This responsibility also extends to any changes requested.
12. Commercial Recreation Specialists, Inc. warrants all its labor and workmanship under the attached proposal's scope of work for a period of one (1) year from the date of substantial completion.
13. Any requested special or custom modifications and/or alterations made to products installed by Commercial Recreation Specialists, Inc. may void and null warranties provided by the manufacturer.

City of Scottsbluff, Nebraska

Monday, November 4, 2024

Regular Meeting

Item 10.d

Council to discuss and consider awarding the bid for underground sprinkler installation, around the Kiwanis playground at Riverside Park, to Roanco Sprinklers in the amount of \$15,995.

Staff Contact: Matthew Carpenter

Agenda Statement

Item No.

For Meeting of: November 4, 2024

AGENDA TITLE: Council to consider awarding the bid for underground sprinkler installation around the Kiwanis playground at Riverside Park to Roanco Sprinklers in the amount of \$15,995.00.

SUBMITTED BY DEPARTMENT/ORGANIZATION: Parks & Recreation Department

PRESENTATION BY: Kevin Spencer, City Manager

SUMMARY EXPLANATION: Only one contractor provided a bid that met specifications for the installation of an irrigation system at Riverside Park. The bid included the installation of an underground sprinkler system using Rainbird series 5000 plus and 1800 popup heads. Includes installation of 1" poly pipe with 1" electric valves and a 12 to 15 zone controller. Bid includes labor and materials. Warranty is 5 years on heads and valves, and 2 years on the controller.

Roanco Sprinklers: \$15,995.00

Tri-State Sprinklers: No time to look at job or bid

SoGreen Irrigation LLC: Declined submitting a bid

BOARD/COMMISSION/STAFF RECOMMENDATION: Staff recommends that Council award the bid for Riverside Park playground irrigation to Roanco Sprinklers in the amount of \$15,995.00.

Does this item require the expenditure of funds?

 X yes no

Are funds budgeted?

 yes X no

If no, comments:

Project will utilize ARPA funds

Amount Budgeted

Department

Parks & Recreation Department

Account Description

ARPA Funds

Approval of funds available _____

City Finance Director

EXHIBITS

Resolution ☐

Ordinance ☐

Contract ☐

Minutes ☐

Plan/Map ☐

Other (specify) Proposal

NOTIFICATION LIST: Yes ☐ No ☐ Further Instructions ☐

Please list names and addresses required for notification.

APPROVAL FOR SUBMITTAL: _____

City Manager

Rev: 11/15/12 City Clerk

Proposal

Page No.

of

Pages

ROANCO SPRINKLERS

1730 P Street
Gering, NE 69341
(308) 631-7696 • (308) 436-5612
roanco60@gmail.com

PROPOSAL SUBMITTED TO <u>City of Scottsbluff</u>		PHONE	DATE <u>10/16/24</u>
STREET		JOB NAME <u>Town Square</u>	
CITY, STATE AND ZIP CODE		JOB LOCATION <u>Jeff Riefsehnier Play Area</u>	
ARCHITECT	DATE OF PLANS	<u>Zoo</u>	JOB PHONE

We hereby submit specifications and estimates for:

Installation of underground sprinkler system using Rainbird series 5000 plus and 1800 popup heads. Install 1" poly pipe with 1" electric valves and a 12-15 Zone controller. Price includes labor, materials and sales tax.

5 Year Warranty on Heads

5 Year Warranty on Valves

2 Year Warranty on Controller

1 Year Service Agreement: Includes Fall: Winterizing, Spring: Turn on and check out.

Subtotal = 22850⁰⁰

(If paid upon completion) Discount = \$6855⁰⁰
3090

Total = 15995⁰⁰

Not included in Proposal price.

A standard 110 outlet will be provided by customer to supply power for the controller.
Plumbing stubout must be provided by licensed plumber under the uniform plumbing code #4-3-50 and 603.3.3 and is not provided by Roanco.

We Propose hereby to furnish material and labor — complete in accordance with above specifications, for the sum of:

\$300 Deposit down, balance due upon completion dollars (\$ 15995⁰⁰).

Payment to be made as follows:

Products used: Rainbird, Hunter

All material is guaranteed to be as specified. All work to be completed in a workmanlike manner according to standard practices. Any alteration or deviation from above specifications involving extra costs will be executed only upon written orders, and will become an extra charge over and above the estimate. All agreements contingent upon strikes, accidents or delays beyond our control. Owner to carry fire, tornado and other necessary insurance. Our workers are fully covered by Workman's Compensation Insurance.

Authorized Signature

Note: This proposal may be withdrawn by us if not accepted within 30 days.

Acceptance of Proposal — The above prices, specifications and conditions are satisfactory and are hereby accepted. You are authorized to do the work as specified. Payment will be made as outlined above.

Signature

Signature

Date of Acceptance: 10/16/24

City of Scottsbluff, Nebraska

Monday, November 4, 2024

Regular Meeting

Item 11.a

Council to discuss and consider action on the revised Second Amendment to Land Lease Agreement between the City of Scottsbluff and Cellco Partnership d/b/a Verizon Wireless and authorize the Mayor's signature on the Agreement and Memorandum of Lease.

Staff Contact: Kevin E Spencer

THE SECOND AMENDMENT TO LAND LEASE AGREEMENT

This Second Amendment to Land Lease Agreement (this “**Amendment**”) is made effective as of the latter signature date hereof (the “**Effective Date**”) by and between **City of Scottsbluff, Nebraska**, a Nebraska municipal corporation (“**Landlord**”) and **Cellco Partnership d/b/a Verizon Wireless** (“**Tenant**”) (Landlord and Tenant being collectively referred to herein as the “**Parties**”).

RECITALS

WHEREAS, Landlord owns the real property described on **Exhibit A** attached hereto and by this reference made a part hereof (the “**Parent Parcel**”); and

WHEREAS, Landlord (or its predecessor-in-interest) and Tenant (or its predecessor-in-interest) entered into that certain Land Lease Agreement dated July 3, 2014 (the “**Original Lease**”), as amended by that certain The First Amendment to Land Lease Agreement dated February 21, 2021 (the “**First Amendment**”; Original Lease and First Amendment, the “**Lease**”), pursuant to which the Tenant leases a portion of the Parent Parcel and is the beneficiary of certain easements for access and public utilities, all as more particularly described in the Lease (such portion of the Parent Parcel so leased along with such portion of the Parent Parcel so affected, collectively, the “**Leased Premises**”), which Leased Premises are also described on **Exhibit A**; and

WHEREAS, Tenant, Verizon Communications Inc., a Delaware corporation, and other parties identified therein, entered into a Management Agreement and a Master Prepaid Lease, both with an effective date of March 27, 2015 and both with ATC Sequoia LLC, a Delaware limited liability company (“**American Tower**”), pursuant to which American Tower subleases, manages, operates and maintains, as applicable, the Leased Premises, all as more particularly described therein; and

WHEREAS, Tenant has granted American Tower a limited power of attorney (the “**POA**”) to, among other things, prepare, negotiate, execute, deliver, record and/or file certain documents on behalf of Tenant, all as more particularly set forth in the POA; and

WHEREAS, Landlord and Tenant desire to amend the terms of the Lease to extend the term thereof and to otherwise modify the Lease as expressly provided herein.

NOW THEREFORE, in consideration of the foregoing recitals and the mutual covenants set forth herein and other good and valuable consideration, the receipt, adequacy, and sufficiency of which are hereby acknowledged, the Parties hereby agree as follows:

1. **One-Time Payment.** Tenant shall pay to Landlord a one-time payment in the amount of **ten thousand and 00/100 Dollars (\$10,000.00)**, payable within thirty (30) days of the Effective Date and subject to the following conditions precedent: (a) Tenant’s receipt of this Amendment executed by Landlord, on or before **November 20, 2024**; (b) Tenant’s confirmation that Landlord’s statements as further set forth in this Amendment are true, accurate, and complete, including verification of Landlord’s ownership; (c) Tenant’s receipt of any documents and other items reasonably requested by Tenant in order to effectuate the transaction and payment contemplated herein; and (d) receipt by Tenant of an original Memorandum (as defined herein) executed by Landlord.
2. **Lease Term Extended.** Notwithstanding anything to the contrary contained in the Lease or this Amendment, the Parties agree the Lease originally commenced on September 1, 2014, and, without giving effect to the terms of this Amendment but assuming the exercise by Tenant of all remaining renewal options contained in the Lease (each an “**Existing Renewal Term**” and, collectively, the “**Existing Renewal Terms**”), the Lease is otherwise scheduled to expire on August 31, 2054. In addition to any Existing Renewal Term(s), the Lease is hereby amended to provide Tenant with the option to extend the Lease for each of seven (7) additional five (5) year renewal terms (each a “**New Renewal Term**” and, collectively, the “**New Renewal Terms**”). Notwithstanding anything to the contrary contained in the Lease, as modified by

ATC Site No: 421226
VZW Site No: 265475
Site Name: NE01-HIRAM SCOTT NE

this Amendment, all Existing Renewal Terms and New Renewal Terms shall automatically renew unless Tenant notifies Landlord that Tenant elects not to renew the Lease at least sixty (60) days prior to the commencement of the next Renewal Term (as defined below). References in this Amendment to **"Renewal Term"** shall refer, collectively, to the Existing Renewal Term(s) and the New Renewal Term(s). The Landlord hereby agrees to execute and return to Tenant an original Memorandum of Lease in the form and of the substance attached hereto as **Exhibit B** and by this reference made a part hereof (the **"Memorandum"**) executed by Landlord, together with any applicable forms needed to record the Memorandum, which forms shall be supplied by Tenant to Landlord.

3. **Rent and Escalation.** As of the Effective Date, the Parties hereby acknowledge and agree that the rent payable from Tenant to Landlord under the Lease, is equal to **one thousand thirty-three and 99/100 Dollars (\$1,033.99)** per month (the **"Rent"**). Commencing on September 1, 2025, and on each successive annual anniversary thereof, Rent due under the Lease, as modified by this Amendment, shall increase by an amount equal to **two percent (2%)** of the then current Rent. In the event of any overpayment of Rent prior to or after the Effective Date, Tenant shall have the right to deduct from any future Rent payments an amount equal to the overpayment amount. Notwithstanding anything to the contrary contained in the Lease, all Rent and any other payments expressly required to be paid by Tenant to Landlord under the Lease and this Amendment shall be paid to **City of Scottsbluff, Nebraska**. The escalations in this Section shall be the only escalations to the Rent and any/all rental escalations otherwise contained in the Lease are hereby null and void and are of no further force and effect.
4. **Revenue Share.**
 - a. The Parties acknowledge and agree that Section 4 of the First Amendment is hereby deleted in its entirety and is of no further force and effect.
 - b. Subject to the other applicable terms, provisions, and conditions of this Section, Tenant shall pay Landlord the **greater** of the following:
 - i. **Ten percent (10%)** of any rents actually received by Tenant or American Tower under and pursuant to the terms and provisions of any new sublease, license or other collocation agreement for the use of any portion of the Leased Premises entered into by and between Tenant (or American Tower) and a third party (any such third party, a **"Collocator"**, and any such amounts, the **"Collocation Fee"**) subsequent to the Effective Date. The Collocation Fee, as calculated by the prior sentence, shall not be subject to the escalations to rent as delineated in this Amendment and/or the Lease.; **or**
 - ii. a Collocation Fee equal to **one hundred fifty and 00/100 Dollars (\$150.00) per month** for each new Collocator located on the Tower (as defined below) subsequent to the Effective Date. The Collocation Fee shall not be subject to the escalations to Rent as delineated in this Amendment and/or the Lease.

Notwithstanding the foregoing, Landlord shall not be entitled to receive any portion of any sums paid by a licensee or sublessee to (i) reimburse Tenant (or American Tower) in whole or in part, for any improvements to the Leased Premises or any structural enhancements to the tower located on the Leased Premises (such tower, the **"Tower"**), which have been made by Tenant for the benefit of any licensee, sublessee, or other third party or (ii) reimburse Tenant, in whole or in part, for costs, expenses, fees, or other charges incurred or associated with the development, operation, repair, or maintenance of the Leased Premises or the Tower.

ATC Site No: 421226
VZW Site No: 265475
Site Name: NE01-HIRAM SCOTT NE

- c. The initial payment of the Collocation Fee shall be due within thirty (30) days of actual receipt by Tenant (or American Tower) of the first collocation payment paid by a Collocator. In the event a sublease or license with a Collocator expires or terminates, Tenant's obligation to pay the Collocation Fee for such sublease or license shall automatically terminate upon the date of such expiration or termination. Notwithstanding anything contained herein to the contrary, Tenant shall have no obligation to pay to Landlord and Landlord hereby agrees not to demand or request that Tenant pay to Landlord any Collocation Fee in connection with the sublease to or transfer of Tenant's obligations and/or rights under the Lease, as modified by this Amendment, to any subsidiary, parent or affiliate of Tenant and/or American Tower's, if such sublease or transfer does not result in additional equipment being located or installed on the Tower.
 - d. Landlord hereby acknowledges and agrees that Tenant and American Tower have the sole and absolute right to enter into, renew, extend, terminate, amend, restate, or otherwise modify (including, without limitation, reducing rent or allowing the early termination of) any future or existing subleases, licenses or collocation agreements for occupancy on the Tower, all on such terms as Tenant and/or American Tower deem advisable, in Tenant's and/or American Tower's sole and absolute discretion, notwithstanding that the same may affect the amounts payable to the Landlord pursuant to this Section.
 - e. Notwithstanding anything to the contrary contained herein, Landlord hereby acknowledges and agrees that Tenant shall have no obligation to pay and shall not pay to Landlord any Collocation Fee in connection with: (i) any subleases, licenses, or other collocation agreements between Tenant (or American Tower), or Tenant's (or American Tower's) predecessors-in-interest, as applicable, and American Tower or any third parties, or such third parties' predecessors or successors-in-interest, as applicable, entered into prior to the Effective Date (any such agreements, the "**Existing Agreements**"); (ii) any amendments, modifications, extensions, renewals, and/or restatements to and/or of the Existing Agreements entered into prior to the Effective Date or which may be entered into on or after the Effective Date; (iii) any subleases, licenses, or other collocation agreements entered into by and between Tenant (or American Tower) and any Additional Collocators for public emergency and/or safety system purposes that are required or ordered by any governmental authority having jurisdiction at or over the Leased Premises; or (iv) any subleases, licenses or other collocation agreements entered into by and between Tenant (or American Tower) and any Additional Collocators if the Landlord has entered into any agreements with such Additional Collocators to accommodate such Additional Collocators' facilities outside of the Leased Premises and such Additional Collocators pay any amounts (whether characterized as rent, additional rent, use, occupancy or other types of fees, or any other types of monetary consideration) to Landlord for such use.
5. **Landlord and Tenant Acknowledgments.** Except as modified herein, the Lease and all provisions contained therein remain in full force and effect and are hereby ratified and affirmed. In the event there is a conflict between the Lease and this Amendment, this Amendment shall control. The Parties hereby agree that no defaults exist under the Lease. To the extent Tenant needed consent and/or approval from Landlord for any of Tenant's activities at and uses of the site prior to the Effective Date, including subleasing to American Tower, Landlord's execution of this Amendment is and shall be considered consent to and approval of all such activities and uses and confirmation that no additional consideration is owed to Landlord for such activities and uses. Landlord hereby acknowledges and agrees that Tenant shall not need consent or approval from, or to provide notice to, Landlord for any future activities at or uses of the Leased Premises, including, without limitation, installing, modifying, repairing, or replacing improvements within the Leased Premises, and/or assigning all or any portion of Tenant's interest in the Lease, as modified by this Amendment. Notwithstanding the above, Tenant shall not need consent or approval from Landlord to sublease and license to additional customers, however, prior notice to Landlord is required for

Tenant to sublease or license the Leased Premises. Tenant and Tenant's sublessees and customers shall have vehicular (specifically including truck) and pedestrian access to the Leased Premises from a public right of way on a 24 hours per day, 7 days per week basis, together with utilities services to the Leased Premises from a public right of way. Upon request by Tenant and at Tenant's sole cost and expense and for no additional consideration to Landlord, Landlord hereby agrees to promptly execute and return to Tenant building permits, zoning applications and other forms and documents, including a memorandum of lease, as required for the use of the Leased Premises by Tenant and/or Tenant's customers, licensees, and sublessees. Landlord hereby appoints Tenant as Landlord's attorney-in-fact coupled with an interest to prepare, execute and deliver land use and zoning and building permit applications that concern the Leased Premises, on behalf of Landlord with federal, state and local governmental authorities, provided that such applications shall be limited strictly to the use of the Leased Premises as a wireless telecommunications facility and that such attorney-in-fact shall not allow Tenant to re-zone or otherwise reclassify the Leased Premises or the Parent Parcel. The terms, provisions, and conditions of this Section shall survive the execution and delivery of this Amendment.

6. **Landlord Statements.** Landlord hereby represents and warrants to Tenant that: (i) to the extent applicable, Landlord is duly organized, validly existing, and in good standing in the jurisdiction in which Landlord was organized, formed, or incorporated, as applicable, and is otherwise in good standing and authorized to transact business in each other jurisdiction in which such qualifications are required; (ii) Landlord has the full power and authority to enter into and perform its obligations under this Amendment, and, to the extent applicable, the person(s) executing this Amendment on behalf of Landlord, have the authority to enter into and deliver this Amendment on behalf of Landlord; (iii) Landlord is the sole owner of the Leased Premises and all other portions of the Parent Parcel; (iv) to the best of Landlord's knowledge, there are no agreements, liens, encumbrances, claims, claims of lien, proceedings, or other matters (whether filed or recorded in the applicable public records or not) related to, encumbering, asserted against, threatened against, and/or pending with respect to the Leased Premises or any other portion of the Parent Parcel which do or could (now or any time in the future) adversely impact, limit, and/or impair Tenant's rights under the Lease, as amended and modified by this Amendment; (v) so long as Tenant performs its obligations under the Lease, Tenant shall peaceably and quietly have, hold and enjoy the Leased Premises, and Landlord shall not act or permit any third person to act in any manner which would interfere with or disrupt Tenant's business or frustrate Tenant or Tenant's customers' use of the Leased Premises and (vi) the square footage of the Leased Premises is the greater of Tenant's existing improvements on the Parent Parcel or the land area conveyed to Tenant under the Lease. The representations and warranties of Landlord made in this Section shall survive the execution and delivery of this Amendment. Landlord hereby does and agrees to indemnify Tenant for any damages, losses, costs, fees, expenses, or charges of any kind sustained or incurred by Tenant as a result of the breach of the representations and warranties made herein or if any of the representations and warranties made herein prove to be untrue. The aforementioned indemnification shall survive the execution and delivery of this Amendment.

7. **Notices.** The Parties acknowledge and agree that Section 23 of the Original Lease and Section 7 of the First Amendment are hereby deleted in their entirety and are of no further force and effect. From and after the Effective Date the notice address and requirements of the Lease, as modified by this Amendment, shall be controlled by this Section of this Amendment. All notices must be in writing and shall be valid upon receipt when delivered by hand, by nationally recognized courier service, or by First Class United States Mail, certified, return receipt requested to the addresses set forth herein: to Landlord at: DIRECTOR OF FIN 2525 CIRCLE DR, SCOTTSBLUFF, NE 69361; to Tenant at: Verizon Wireless, Attn.: Network Real Estate, 180 Washington Valley Road, Bedminster, NJ 07921; with copy to: American Tower, Attn.: Land Management, 10 Presidential Way, Woburn, MA 01801; and also with copy to: Attn.: Legal Dept. 116 Huntington Avenue, Boston, MA 02116. Any of the Parties, by thirty (30) days prior written notice to the

ATC Site No: 421226

VZW Site No: 265475

Site Name: NE01-HIRAM SCOTT NE

others in the manner provided herein, may designate one or more different notice addresses from those set forth above. Refusal to accept delivery of any notice or the inability to deliver any notice because of a changed address for which no notice was given as required herein, shall be deemed to be receipt of any such notice.

8. **Counterparts.** This Amendment may be executed in several counterparts, each of which when so executed and delivered, shall be deemed an original and all of which, when taken together, shall constitute one and the same instrument, even though all Parties are not signatories to the original or the same counterpart. Furthermore, the Parties may execute and deliver this Amendment by electronic means such as .pdf or similar format. Each of the Parties agrees that the delivery of the Amendment by electronic means will have the same force and effect as delivery of original signatures and that each of the Parties may use such electronic signatures as evidence of the execution and delivery of the Amendment by all Parties to the same extent as an original signature.
9. **Governing Law.** The Parties acknowledge and agree that Section 21 of the Original Lease and Section 9 of the First Amendment are hereby deleted in their entirety and are of no further force and effect. From and after the Effective Date and notwithstanding anything to the contrary contained in the Lease and in this Amendment, the Lease and this Amendment shall be governed by and construed in all respects in accordance with the laws of the State or Commonwealth in which the Leased Premises is situated, without regard to the conflicts of laws provisions of such State or Commonwealth.
10. **Waiver.** The Parties acknowledge and agree that Section 10 of the First Amendment is hereby deleted in its entirety and is of no further force and effect. From and after the Effective Date and notwithstanding anything to the contrary contained herein, in no event shall Landlord or Tenant be liable to the other for, and Landlord and Tenant hereby waive, to the fullest extent permitted under applicable law, the right to recover incidental, consequential (including, without limitation, lost profits, loss of use or loss of business opportunity), punitive, exemplary and similar damages.
11. **Tenant's Securitization Rights; Estoppel.** The Parties acknowledge and agree that Section 11 of the First Amendment is hereby deleted in its entirety and is of no further force and effect. From and after the Effective Date the obligations of the Parties with respect to Tenant's securitization rights shall be controlled by this Section of this Amendment. Landlord hereby consents to the granting by Tenant and/or American Tower of one or more leasehold mortgages, collateral assignments, liens, and/or other security interests (collectively, a "***Security Interest***") in Tenant's (or American Tower's) interest in the Lease, as amended, and all of Tenant's (or American Tower's) property and fixtures attached to and lying within the Leased Premises and further consents to the exercise by Tenant's (or American Tower's) mortgagee ("***Tenant's Mortgage***") of its rights to exercise its remedies, including without limitation foreclosure, with respect to any such Security Interest. Landlord shall recognize the holder of any such Security Interest of which Landlord is given prior written notice (any such holder, a "***Holder***") as "Tenant" hereunder in the event a Holder succeeds to the interest of Tenant and/or American Tower hereunder by the exercise of such remedies. Landlord further agrees to execute a written estoppel certificate within thirty (30) days of written request of the same by Tenant, American Tower or Holder.
12. **Conflict/Capitalized Terms.** The Parties hereby acknowledge and agree that in the event of a conflict between the terms and provisions of this Amendment and those contained in the Lease, the terms and provisions of this Amendment shall control. Except as otherwise defined or expressly provided in this Amendment, all capitalized terms used in this Amendment shall have the meanings or definitions ascribed to them in the Lease. To the extent of any inconsistency in or conflict between the meaning, definition, or usage of any capitalized terms in this Amendment and the meaning, definition, or usage of any such

capitalized terms or similar or analogous terms in the Lease, the meaning, definition, or usage of any such capitalized terms in this Amendment shall control.

[SIGNATURES COMMENCE ON FOLLOWING PAGE]

LANDLORD:

City of Scottsbluff, Nebraska,
a Nebraska municipal corporation,

Signature: Jeanne McHenry
Print Name: Jeanne McHenry
Title: Mayor
Date: 10/21/24

Signature: _____
Print Name: _____
Title: _____
Date: _____

[SIGNATURES CONTINUE ON FOLLOWING PAGE]

TENANT:

Cellco Partnership d/b/a Verizon Wireless

By: ATC Sequoia LLC, a Delaware limited liability company
Title: Attorney-in-Fact

Signature: _____

Print Name: _____

Title: _____

Date: _____

EXHIBIT A

This Exhibit A may be replaced at Tenant's option as described below.

PARENT PARCEL

Tenant shall have the right to replace this description with a description obtained from Landlord's deed (or deeds) that include the land area encompassed by the Lease and Tenant's improvements thereon.

The Parent Parcel consists of the entire legal taxable lot owned by Landlord as described in a deed (or deeds) to Landlord of which the Leased Premises is a part thereof with such Parent Parcel being described below.

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

Being situated in the County of Scotts Bluff, State of Nebraska,
and being known as Scotts Bluff County APN: 010305157.

LEASED PREMISES

Tenant shall have the right to replace this description with a description obtained from the Lease or from a description obtained from an as-built survey conducted by Tenant.

The Leased Premises consists of that portion of the Parent Parcel as defined in the Lease which shall include access and utilities easements. The square footage of the Leased Premises shall be the greater of: (i) the land area conveyed to Tenant in the Lease; (ii) Tenant's (and Tenant's customers) existing improvements on the Parent Parcel; or (iii) the legal description or depiction below (if any).

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

Referring to the Northwest corner of Scottsbluff ARNG Armory tract, a 5/8" Rebar found, thence Northerly on an assumed bearing of North 02° 15' 50" East, on the Westerly line of William Frank Park Addition, 5.00 feet, to the Point of Beginning, for the described Land Space; thence following the perimeter of the Land Space on the following bearings and distances; thence North 02° 15' 50" East 60.00 feet; thence South 88° 17' 52" feet; thence South 02° 15' 50" West, 60.00 feet; thence North 88° 17' 52" West, 50.00 feet to the Point of Beginning.

Containing a total calculated area of 3,000 square feet, or 0.069 acres, more or less.

[EXHIBIT A CONTINUES ON FOLLOWING PAGE]

ATC Site No: 421226
VZW Site No: 265475
Site Name: NE01-HIRAM SCOTT NE

EXHIBIT A (Continued)

ACCESS AND UTILITIES

The Access and Utilities Easements include all easements of record as well as existing access and utilities currently servicing the Leased Premises to and from a public right of way.

Access/utilities Right of Way:

An Access/Utility Right of Way, 15 feet in width, located in that part of the East 300' and vacated 1st Avenue North of 29th Street and the West 151.5' except the South 900 feet, all in William Frank Park Addition to the City of Scottsbluff, Scottsbluff County, Nebraska, situated on part of the Southwest Quarter (SE ¼) of Section 14, Township 22 North, Range 55 West of the 5th P.M. in Scotts Bluff County, Nebraska and the centerline being more particularly described as follows:

Referring to the Northwest corner of Scottsbluff ARNG Armory Tract, a 5/8" Rebar found; thence Northerly on an assumed bearing of North 02° 15' 50" East, on the Westerly line of William Frank Park Addition, 8.00 feet, to the Southwest corner of the described Land Space; thence following the perimeter of the Land Space on the following bearings and distances; thence North 02° 15' 50" East, 60.00 feet; thence South 88° 17' 52" East, 50.00 feet; thence South 02° 15' 50" West, 50.56 feet, to the Point of Beginning for the center line of the described right of way; thence Easterly South 85° 10' 41" East, 118.83 feet; thence Southerly South 00° 00' 00" East, 169.54 feet, to a point of intersection on the Northerly Right of Way of 29th Street, also being the Point of Termination for the center line of the described easement. Containing a total calculated area of 4.325 square feet, or 0.099 acres, more or less.

Utility Right of Way:

An Utility Right of Way, 8 feet in width, located in that part of the East 300' and vacated 1st Avenue North of 29th Street and the West 151.5' except the South 900 feet, all in William Frank Park Addition to the City of Scottsbluff, Scottsbluff County, Nebraska, situated on part of the Southeast Quarter (SE ¼) of Section 14, Township 22 North, Range 55 West of the 6th P.M. in Scotts Bluff County, Nebraska and the centerline being more particularly described as follows:

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

EXHIBIT B

FORM OF MEMORANDUM OF LEASE

Prepared by and Return to:

American Tower
10 Presidential Way
Woburn, MA 01801
Attn: Land Management/Karla Disla, Esq.
ATC Site No: 421226
ATC Site Name: NE01-HIRAM SCOTT NE
Assessor's Parcel No(s): 010305157

Prior Recorded Lease Reference:

Instrument. 2021-1388
State of Nebraska
County of Scotts Bluff

MEMORANDUM OF LEASE

This Memorandum of Lease (the "**Memorandum**") is entered into as of the latter signature date hereof, by and between **City of Scottsbluff, Nebraska**, a Nebraska municipal corporation ("**Landlord**") and **Cellco Partnership d/b/a Verizon Wireless** ("**Tenant**").

NOTICE is hereby given of the Lease (as defined and described below) for the purpose of recording and giving notice of the existence of said Lease. To the extent that notice of such Lease has previously been recorded, then this Memorandum shall constitute an amendment of any such prior recorded notice(s).

1. **Parent Parcel and Lease.** Landlord is the owner of certain real property being described in **Exhibit A** attached hereto and by this reference made a part hereof (the "**Parent Parcel**"). Landlord (or its predecessor-in-interest) and Tenant (or its predecessor-in-interest) entered into that certain Land Lease Agreement dated July 3, 2014 (as the same may have been amended from time to time, collectively, the "**Lease**"), pursuant to which the Tenant leases a portion of the Parent Parcel and is the beneficiary of certain easements for access and public utilities, all as more particularly described in the Lease (such portion of the Parent Parcel so leased along with such portion of the Parent Parcel so affected, collectively, the "**Leased Premises**"), which Leased Premises is also described on **Exhibit A**.
2. **American Tower.** Tenant, Verizon Communications Inc., a Delaware corporation, and other parties identified therein, entered into a Management Agreement and a Master Prepaid Lease, both with an effective date of March 27, 2015 and both with ATC Sequoia LLC, a Delaware limited liability company ("**American Tower**"), pursuant to which American Tower subleases, manages, operates and maintains, as applicable, the Leased Premises, all as more particularly described therein. In connection with these responsibilities, Tenant has also granted American Tower a limited power of attorney (the "**POA**") to, among other things, prepare, negotiate, execute, deliver, record and/or file certain documents on behalf of Tenant, all as more particularly set forth in the POA.
3. **Expiration Date.** Subject to the terms, provisions, and conditions of the Lease, and assuming the exercise by Tenant of all renewal options contained in the Lease, the final expiration date of the Lease would be **August 31, 2089**. Notwithstanding the foregoing, in no event shall Tenant be required to exercise any option to renew the term of the Lease.

ATC Site No: 421226
VZW Site No: 265475
Site Name: NE01-HIRAM SCOTT NE

4. **Leased Premises Description.** Tenant shall have the right, exercisable by Tenant at any time during the original or renewal terms of the Lease, to cause an as-built survey of the Leased Premises to be prepared and, thereafter, to replace, in whole or in part, the description(s) of the Leased Premises set forth on **Exhibit A** with a legal description or legal descriptions based upon such as-built survey. Upon Tenant's request, Landlord shall execute and deliver any documents reasonably necessary to effectuate such replacement, including, without limitation, amendments to this Memorandum and to the Lease.
5. **Effect/Miscellaneous.** This Memorandum is not a complete summary of the terms, provisions and conditions contained in the Lease. In the event of a conflict between this Memorandum and the Lease, the Lease shall control. Landlord hereby grants the right to Tenant to complete and execute on behalf of Landlord any government or transfer tax forms necessary for the recording of this Memorandum. This right shall terminate upon recording of this Memorandum.
6. **Notices.** All notices must be in writing and shall be valid upon receipt when delivered by hand, by nationally recognized courier service, or by First Class United States Mail, certified, return receipt requested to the addresses set forth herein: to Landlord at: DIRECTOR OF FIN 2525 CIRCLE DR, SCOTTSBLUFF, NE 69361; to Tenant at: Verizon Wireless, Attn.: Network Real Estate, 180 Washington Valley Road, Bedminster, NJ 07921; with copy to: American Tower, Attn.: Land Management, 10 Presidential Way, Woburn, MA 01801, and also with copy to: Attn.: Legal Dept. 116 Huntington Avenue, Boston, MA 02116. Any of the parties hereto, by thirty (30) days prior written notice to the other in the manner provided herein, may designate one or more different notice addresses from those set forth above. Refusal to accept delivery of any notice or the inability to deliver any notice because of a changed address for which no notice was given as required herein, shall be deemed to be receipt of any such notice.
7. **Counterparts.** This Memorandum may be executed in multiple counterparts, each of which when so executed and delivered, shall be deemed an original and all of which, when taken together, shall constitute one and the same instrument.
8. **Governing Law.** This Memorandum shall be governed by and construed in all respects in accordance with the laws of the State or Commonwealth in which the Leased Premises is situated, without regard to the conflicts of laws provisions of such State or Commonwealth.

[SIGNATURES COMMENCE ON FOLLOWING PAGE]

IN WITNESS WHEREOF, Landlord and Tenant have each executed this Memorandum as of the day and year set forth below.

LANDLORD

2 WITNESSES

City of Scottsbluff, Nebraska,
a Nebraska municipal corporation,

Signature: *Jeanne McKerrigan*
Print Name: Jeanne McKerrigan
Title: Mayor
Date: 10/21/24

Signature: *[Signature]*
Print Name: LANE KEEFER

Signature: *Janeann M. Miller*
Print Name: Janeann M. Miller

WITNESS AND ACKNOWLEDGEMENT

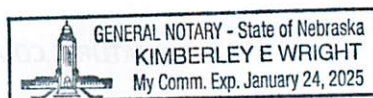
State/Commonwealth of Nebraska

County of Scotts Bluff

On this 21st day of October, 2024, before me, the undersigned Notary Public, personally appeared Jeanne McKerrigan, Mayor, who proved to me on the basis of satisfactory evidence, to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument, the person(s) or the entity upon which the person(s) acted, executed the instrument.

WITNESS my hand and official seal.

Kimberley E Wright
Notary Public
Print Name: Kimberley E Wright
My commission expires: Jan. 24, 2025



[SEAL]

[SIGNATURES CONTINUE ON FOLLOWING PAGE]

TENANT

WITNESS

Cellco Partnership d/b/a Verizon Wireless

By: ATC Sequoia LLC,
a Delaware limited liability company
Title: Attorney-in-Fact

Signature: _____
Print Name: _____

Signature: _____
Print Name: _____
Title: _____
Date: _____

Signature: _____
Print Name: _____

WITNESS AND ACKNOWLEDGEMENT

Commonwealth of Massachusetts

County of Middlesex

On this ____ day of _____, 202____, before me, the undersigned Notary Public, personally appeared _____, who proved to me on the basis of satisfactory evidence, to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument, the person(s) or the entity upon which the person(s) acted, executed the instrument.

WITNESS my hand and official seal.

Notary Public
Print Name: _____
My commission expires: _____

[SEAL]

EXHIBIT A

This Exhibit A may be replaced at Tenant's option as described below.

PARENT PARCEL

Tenant shall have the right to replace this description with a description obtained from Landlord's deed (or deeds) that include the land area encompassed by the Lease and Tenant's improvements thereon.

The Parent Parcel consists of the entire legal taxable lot owned by Landlord as described in a deed (or deeds) to Landlord of which the Leased Premises is a part thereof with such Parent Parcel being described below.

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

Being situated in the County of Scotts Bluff, State of Nebraska,
and being known as Scotts Bluff County APN: 010305157.

LEASED PREMISES

Tenant shall have the right to replace this description with a description obtained from the Lease or from a description obtained from an as-built survey conducted by Tenant.

The Leased Premises consists of that portion of the Parent Parcel as defined in the Lease which shall include access and utilities easements. The square footage of the Leased Premises shall be the greater of: (i) the land area conveyed to Tenant in the Lease; (ii) Tenant's (and Tenant's customers) existing improvements on the Parent Parcel; or (iii) the legal description or depiction below (if any).

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Referring to the Northwest corner of Scottsbluff ARNG Armory tract, a 5/8" Rebar found, thence Northerly on an assumed bearing of North 02° 15' 50" East, on the Westerly line of William Frank Park Addition, 5.00 feet, to the Point of Beginning, for the described Land Space; thence following the perimeter of the Land Space on the following bearings and distances; thence North 02° 15' 50" East 60.00 feet; thence South 88° 17' 52" feet; thence South 02° 15' 50" West, 60.00 feet; thence North 88° 17' 52" West, 50.00 feet to the Point of Beginning.

Containing a total calculated area of 3,000 square feet, or 0.069 acres, more or less.

[EXHIBIT A CONTINUES ON FOLLOWING PAGE]

ATC Site No: 421226
VZW Site No: 265475
Site Name: NE01-HIRAM SCOTT NE

EXHIBIT A (Continued)

ACCESS AND UTILITIES

The Access and Utilities Easements include all easements of record as well as existing access and utilities currently servicing the Leased Premises to and from a public right of way.

Access/utilities Right of Way:

An Access/Utility Right of Way, 15 feet in width, located in that part of the East 300' and vacated 1st Avenue North of 29th Street and the West 151.5' except the South 900 feet, all in William Frank Park Addition to the City of Scottsbluff, Scottsbluff County, Nebraska, situated on part of the Southwest Quarter (SE ¼) of Section 14, Township 22 North, Range 55 West of the 5th P.M. in Scotts Bluff County, Nebraska and the centerline being more particularly described as follows:

Referring to the Northwest corner of Scottsbluff ARNG Armory Tract, a 5/8" Rebar found; thence Northerly on an assumed bearing of North 02° 15' 50" East, on the Westerly line of William Frank Park Addition, 8.00 feet, to the Southwest corner of the described Land Space; thence following the perimeter of the Land Space on the following bearings and distances; thence North 02° 15' 50" East, 60.00 feet; thence South 88° 17' 52" East, 50.00 feet; thence South 02° 15' 50" West, 50.56 feet, to the Point of Beginning for the center line of the described right of way; thence Easterly South 85° 10' 41" East, 118.83 feet; thence Southerly South 00° 00' 00" East, 169.54 feet, to a point of intersection on the Northerly Right of Way of 29th Street, also being the Point of Termination for the center line of the described easement. Containing a total calculated area of 4.325 square feet, or 0.099 acres, more or less.

Utility Right of Way:

An Utility Right of Way, 8 feet in width, located in that part of the East 300' and vacated 1st Avenue North of 29th Street and the West 151.5' except the South 900 feet, all in William Frank Park Addition to the City of Scottsbluff, Scottsbluff County, Nebraska, situated on part of the Southeast Quarter (SE ¼) of Section 14, Township 22 North, Range 55 West of the 6th P.M. in Scotts Bluff County, Nebraska and the centerline being more particularly described as follows:

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

City of Scottsbluff, Nebraska

Monday, November 4, 2024

Regular Meeting

Item 11.b

Council to discuss and consider action on the Agreement, for the survey and design for finishing work around Westmoor Pickleball courts, with JEO Consulting Group, Inc., and authorize the Mayor to sign the Agreement.

Staff Contact: Matthew Carpenter

Agenda Statement

Item No.

For Meeting of: November 4, 2024

AGENDA TITLE: Council to consider the agreement for engineering professional services for the survey and design for finishing work around the Westmoor Pickleball courts to JEO Consulting Group, Inc., in the amount of \$11,500.00.

SUBMITTED BY DEPARTMENT/ORGANIZATION: Parks & Recreation Department

PRESENTATION BY: Kevin Spencer, City Manager

SUMMARY EXPLANATION: This agreement is for engineering professional services for the work needed around the new pickleball courts at Westmoor Park. Services are outlined in Exhibit A and will include site survey and drawing. These will be used for the concept plans for layout of walkways, possible parking and patio areas around and/or adjacent to the pickleball courts. Site grading plan, paving plans and the preparation of bidding packages with drawings and specifications to bid the project are included.

BOARD/COMMISSION/STAFF RECOMMENDATION: Staff recommends that Council award the agreement for engineering professional services to JEO Consulting Group, Inc. in the amount of \$11,500.00:

Does this item require the expenditure of funds?

 X yes no

Are funds budgeted?

 yes X no

If no, comments:

Project will utilize ARPA funds

Amount Budgeted

Department

Parks & Recreation Department

Account Description

ARPA Funds

Approval of funds available _____

City Finance Director

EXHIBITS

Resolution ☐

Ordinance ☐

Contract ☐

Minutes ☐

Plan/Map ☐

Other (specify) Agreement, Exhibit A & Exhibit B

NOTIFICATION LIST: Yes ☐ No ☐ Further Instructions ☐

Please list names and addresses required for notification.

APPROVAL FOR SUBMITTAL: _____

City Manager

Rev: 11/15/12 City Clerk



SCOPE OF SERVICES: Exhibit A

PROJECT DESCRIPTION:

Scottsbluff, NE: The project will consist of a topographic survey of the existing site, site plans for the proposed pickleball courts, creation of design documents for construction of the project, and assistance with bidding the project.

1 TOPO SURVEY:

- 1.1 Existing site survey.
- 1.2 Existing site drawing.

2 SITE PLANNING AND DESIGN DOCUMENTS:

- 2.1 Create draft concept plans for layout of walkways, possible parking and patio areas around and/or adjacent to the proposed pickleball courts.
- 2.2 Prepare site grading plan.
- 2.3 Prepare paving plans.
- 2.4 Prepare bidding package with drawings and specifications for the City to bid the project.

3 BIDDING:

- 3.1 Obtain approval of plans and specifications and authorization to advertise for bids from Owner. (One meeting)
- 3.2 Provide assistance with authorizing the advertisement for bids and setting the bid date and time.
- 3.3 Send Notice to Bidders to Contractors, Builder Bureaus and Plan Rooms.
- 3.4 Furnish electronic or paper copies of plans, specifications, and contract documents of the project to prospective bidders, material suppliers, and other interested parties upon their request and payment of the non-refundable purchase cost established by the Engineer for the documents.
- 3.5 Respond to inquiries from prospective bidders and prepare any addenda required.
- 3.6 Assist the Owner in securing construction bids for the project.
- 3.7 Assist the Owner at the bid opening, consisting of one (1) meeting.
- 3.8 Tabulate and analyze construction bids and report on them to the Owner, together with advice and assistance to the Owner in award of construction contract.
- 3.9 Attend one (1) meeting with the Owner to present and review all bids received and assist the Owner in award of the construction contract.
- 3.10 Prepare and submit necessary information to the Owner for project award approval.
- 3.11 Prepare Contract Documents (Construction Contract and Notice to Proceed) for execution by the Prime Contractor(s) and the Owner; provide cursory reviews of all insurance and bonds submittals; then advise the Owner to proceed with execution of all documents.
- 3.12 Provide copies of all executed Contract Documents to the Owner and Prime Contractor(s).

4 CONSTRUCTION PHASE - NOT INCLUDED AT THIS TIME

5 OWNER RESPONSIBILITIES

- 5.1 Provide timely review of documents or requests for information.
- 5.2 Provide access to property to conduct proposed services.
- 5.3 Provide contact information for utility companies within the right-of-way along the project route.

6 FEE

- 6.1 JEO proposes to provide the services defined above for the fees defined below:

<u>Task:</u>	<u>Fee</u>
Topographic Survey (Lump Sum)	\$ 3,000.00
Design Phase (Lump Sum)	\$ 5,000.00
Bidding Phase (Lump Sum)	<u>\$ 3,500.00</u>
Total (Lump Sum)	\$ 11,500.00

7 PROGRESS PAYMENTS

- 7.1 JEO will bill for services completed near the end of each month. All invoices are due payable upon receipt and are considered delinquent after 30 days.
- 7.2 Invoices not paid within 30 days may be charged interest at the annual rate of 12% (1.0%/month).
- 7.3 Payments will be applied first to the interest then principal.
- 7.4 Work by JEO will cease if invoices have not been paid in full within 60 days and will not begin again until full payment with interest has been received.

8 CONTRACT TIME

- 8.1 JEO will work as expeditiously as possible, pending authorization from Owner to complete the tasks in this project.
- 8.2 Survey Phase – 60 days from authorization to proceed.
- 8.3 Design Phase – 60 days from authorization to proceed.
- 8.4 Bidding and Negotiation Phase – 30 days from authorization to advertise.

9 EXCLUSIONS

- 9.1 Geotechnical investigation of subsurface soils conditions.
- 9.2 Land rights and ownership.
- 9.3 Floodplain, Corps 404, or other environmental permitting.
- 9.4 SWPPP preparation, administration and inspections.
- 9.5 Any permit fees associated with permit applications
- 9.6 Special meetings and meetings not outlined in the Scope of Services

- 9.7 Environmental services, such as wetland delineations, endangered species surveys, bird surveys, applications and submittals for permits with US Army Corps of Engineers, and mitigation plans
- 9.8 NPDES Storm Water Permit, Floodplain, US Army Corps of Engineers Section 404, or other environmental assessments or permitting, not outlined in the scope of services
- 9.9 Preliminary and final plats
- 9.10 Phase I or II ESA
- 9.11 Construction Administration and Observation services
- 9.12 Traffic study
- 9.13 SWPPP Inspection services
- 9.14 Permit fees, if any
- 9.15 Legal descriptions and/or easements not within the proposed platted area
- 9.16 Construction staking
- 9.17 Landscaping design
- 9.18 Irrigation layout

10 REIMBURSABLE EXPENSES

- 10.1 Typical reimbursable expenses are included in the lump-sum and cover: mileage for trips required to complete the work defined above, long-distance phone calls, meals, other travel expenses, software, copies/prints, and faxes.
- 10.2 Other reimbursable expenses shall be billed at 110% of their cost. None are anticipated on this project.

11 ADDITIONAL TERMS

- 11.1 The General Conditions are specified in Exhibit B.



**AGREEMENT
BETWEEN OWNER AND ENGINEER
FOR
PROFESSIONAL SERVICES**

THIS IS AN AGREEMENT effective as of October 15, 2024, between City of Scottsbluff ("Owner") and JEO Consulting Group, Inc. ("Engineer").

Owner's project, of which Engineer's services under this Agreement are a part, is generally identified as follows:

Scottsbluff Westmoor Courts ("Project").

JEO Project Number: 241810.00

Owner and Engineer further agree as follows:

ARTICLE 1 - SERVICES OF ENGINEER

1.01 Scope

A. Engineer shall provide, or cause to be provided, the services set forth herein and in Exhibit A.

ARTICLE 2 - OWNER'S RESPONSIBILITIES

2.01 Owner Responsibilities

A. Owner responsibilities are outlined in Section 3 of Exhibit B.

ARTICLE 3 - COMPENSATION

3.01 Compensation

A. Owner shall pay Engineer as set forth in Exhibit A and per the terms in Exhibit B.

B. The fee for the Project is:	Survey (lump sum)	\$3,000
	Site Plan & Design (lump sum)	\$5,000
	Bidding (lump sum)	\$3,500
	<u>Total</u>	<u>\$11,500</u>

ARTICLE 4 - EXHIBITS AND SPECIAL PROVISIONS

4.01 Exhibits

Exhibit A – Scope of Services

Exhibit B – General Conditions

4.02 Total Agreement

- A. This Agreement (consisting of pages 1 to 2 inclusive, together with the Exhibits identified as included above) constitutes the entire agreement between Owner and Engineer and supersedes all prior written or oral understandings. This Agreement may only be amended, supplemented, modified, or canceled by a duly executed written instrument.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement.

Owner:

Engineer: JEO Consulting Group, Inc.

By: Jeanne McKerrigan 

By: 

Title: Mayor

Title: 

Date Signed: 

Date Signed: 

Address for giving notices:

Address for giving notices:

City of Scottsbluff

JEO Consulting Group, Inc.

2525 Circle Drive

1937 North Chestnut Street

Scottsbluff, NE 69361

Wahoo, NE 68066

JEO CONSULTING GROUP INC □ JEO ARCHITECTURE INC

1. SCOPE OF SERVICES: JEO Consulting Group, Inc. (JEO) shall perform the services described in Exhibit A. JEO shall invoice the owner for these services at the fee stated in Exhibit A.

2. ADDITIONAL SERVICES: JEO can perform work beyond the scope of services, as additional services, for a negotiated fee or at fee schedule rates.

3. OWNER RESPONSIBILITIES: The owner shall provide all criteria and full information as to the owner's requirements for the project; designate and identify in writing a person to act with authority on the owner's behalf in respect to all aspects of the project; examine and respond promptly to JEO's submissions; and give prompt written notice to JEO whenever the owner observes or otherwise becomes aware of any defect in work.

Unless otherwise agreed, the owner shall furnish JEO with right-of-access to the site in order to conduct the scope of services. Unless otherwise agreed, the owner shall also secure all necessary permits, approvals, licenses, consents, and property descriptions necessary to the performance of the services hereunder. While JEO shall take reasonable precautions to minimize damage to the property, it is understood by the owner that in the normal course of work some damage may occur, the restoration of which is not a part of this agreement.

4. TIMES FOR RENDERING SERVICES: JEO's services and compensation under this agreement have been agreed to in anticipation of the orderly and continuous progress of the project through completion. Unless specific periods of time or specific dates for providing services are specified in the scope of services, JEO's obligation to render services hereunder shall be for a period which may reasonably be required for the completion of said services.

If specific periods of time for rendering services are set forth or specific dates by which services are to be completed are provided, and if such periods of time or date are changed through no fault of JEO, the rates and amounts of compensation provided for herein shall be subject to equitable adjustment. If the owner has requested changes in the scope, extent, or character of the project, the time of performance of JEO's services shall be adjusted equitably.

5. INVOICES: JEO shall submit invoices to the owner monthly for services provided to date and a final bill upon completion of services. Invoices are due and payable within 30 days of receipt. Invoices are considered past due after 30 days. Owner agrees to pay a finance charge on past due invoices at the rate of 1.0% per month, or the maximum rate of interest permitted by law.

If the owner fails to make any payment due to JEO for services and expenses within 30 days after receipt of JEO's statement, JEO may, after giving 7 days' written notice to the owner, suspend services to the owner under this agreement until JEO has been paid in full all amounts due for services, expenses, and charges.

6. STANDARD OF CARE: The standard of care for all services performed or furnished by JEO under the agreement

shall be the care and skill ordinarily used by members of JEO's profession practicing under similar circumstances at the same time and in the same locality. JEO makes no warranties, express or implied, under this agreement or otherwise, in connection with JEO's services.

JEO shall be responsible for the technical accuracy of its services and documents resulting therefrom, and the owner shall not be responsible for discovering deficiencies therein. JEO shall correct such deficiencies without additional compensation except to the extent such action is directly attributable to deficiencies in owner furnished information.

7. REUSE OF DOCUMENTS: Reuse of any materials (including in part plans, specifications, drawings, reports, designs, computations, computer programs, data, estimates, surveys, other work items, etc.) by the owner on a future extension of this project, or any other project without JEO's written authorization shall be at the owner's risk and the owner agrees to indemnify and hold harmless JEO from all claims, damages, and expenses including attorney's fees arising out of such unauthorized use.

8. ELECTRONIC FILES: Copies of Documents that may be relied upon by the owner are limited to the printed copies (also known as hard copies) that are signed or sealed by JEO. Files in electronic media format of text, data, graphics, or of other types that are furnished by JEO to the owner are only for convenience of the owner. Any conclusion or information obtained or derived from such electronic files shall be at the user's sole risk.

a. Because data stored in electronic media format can deteriorate or be modified inadvertently or otherwise without authorization of the data's creator, the party receiving electronic files agrees that it shall perform acceptance tests or procedures within 30 days, after which the receiving party shall be deemed to have accepted the data thus transferred. Any errors detected within the 30 day acceptance period shall be corrected by the party delivering the electronic files. JEO shall not be responsible to maintain documents stored in electronic media format after acceptance by the owner.

b. When transferring documents in electronic media format, JEO makes no representations as to long term compatibility, usability, or readability of documents resulting from the use of software application packages, operating systems, or computer hardware differing from those used by JEO at the beginning of the project.

c. The owner may make and retain copies of documents for information and reference in connection with use on the project by the owner.

d. If there is a discrepancy between the electronic files and the hard copies, the hard copies govern.

e. Any verification or adaptation of the documents by JEO for extensions of the project or for any other project shall entitle JEO to further compensation at rates to be agreed upon by the owner and JEO.

9. SUBCONSULTANTS: JEO may employ consultants as JEO deems necessary to assist in the performance of the services. JEO shall not be required to employ any consultant unacceptable to JEO.

10. INDEMNIFICATION: To the fullest extent permitted by law, JEO and the owner shall indemnify and hold each other

JEO CONSULTING GROUP INC □ JEO ARCHITECTURE INC

harmless and their respective officers, directors, partners, employees, and consultants from and against any and all claims, losses, damages, and expenses (including but not limited to all fees and charges of engineers, architects, attorneys, and other professionals, and all court or arbitration or other dispute resolution costs) to the extent such claims, losses, damages, or expenses are caused by the indemnifying parties' negligent acts, errors, or omissions. In the event claims, losses, damages, or expenses are caused by the joint or concurrent negligence of JEO and the owner, they shall be borne by each party in proportion to its negligence.

11. INSURANCE: JEO shall procure and maintain the following insurance during the performance of services under this agreement:

- a. Workers' Compensation: Statutory
- b. Employer's Liability
 - i. Each Accident: \$500,000
 - ii. Disease, Policy Limit: \$500,000
 - iii. Disease, Each Employee: \$500,000
- c. General Liability
 - i. Each Occurrence (Bodily Injury and Property Damage): \$1,000,000
 - ii. General Aggregate: \$2,000,000
- d. Auto Liability
 - i. Combined Single: \$1,000,000
- e. Excess or Umbrella Liability
 - i. Each Occurrence: \$1,000,000
 - ii. General Aggregate: \$1,000,000
- f. Professional Liability:
 - i. Each Occurrence: \$1,000,000
 - ii. General Aggregate: \$2,000,000
- g. All policies of property insurance shall contain provisions to the effect that JEO and JEO's consultants' interests are covered and that in the event of payment of any loss or damage the insurers shall have no rights of recovery against any of the insureds or additional insureds thereunder.
- h. The owner shall require the contractor to purchase and maintain general liability and other insurance as specified in the Contract Documents and to cause JEO and JEO's consultants to be listed as additional insured with respect to such liability and other insurance purchased and maintained by the contractor for the project.
- i. The owner shall reimburse JEO for any additional limits or coverages that the owner requires for the project.

12. TERMINATION: This agreement may be terminated by either party upon 7 days prior written notice. In the event of termination, JEO shall be compensated by owner for all services performed up to and including the termination date. The effective date of termination may be set up to thirty (30) days later than otherwise provided to allow JEO to demobilize personnel and equipment from the site, to complete tasks whose value would otherwise be lost, to prepare notes as to the status of completed and uncompleted tasks, and to assemble project materials in orderly files.

13. GOVERNING LAW: This agreement is to be governed by the law of the state in which the project is located.

14. SUCCESSORS, ASSIGNS, AND BENEFICIARIES: The owner and JEO each is hereby bound and the partners, successors, executors, administrators and legal representatives of the owner and JEO are hereby bound to the other party to this agreement and to the partners, successors, executors, administrators and legal representatives (and said assigns) of such other party, with respect to all covenants, agreements and obligations of this agreement.

- a. Neither the owner nor JEO may assign, sublet, or transfer any rights under or interest (including, but without limitation, monies that are due or may become due) in this agreement without the written consent of the other, except to the extent that any assignment, subletting, or transfer is mandated or restricted by law. Unless specifically stated to the contrary in any written consent to an assignment, no assignment shall release or discharge the assignor from any duty or responsibility under this agreement.
- b. Unless expressly provided otherwise in this agreement: Nothing in this agreement shall be construed to create, impose, or give rise to any duty owed by the owner or JEO to any contractor, contractor's subcontractor, supplier, other individual or entity, or to any surety for or employee of any of them.
- c. All duties and responsibilities undertaken pursuant to this agreement shall be for the sole and exclusive benefit of the owner and JEO and not for the benefit of any other party.

15. PRECEDENCE: These standards, terms, and conditions shall take precedence over any inconsistent or contradictory language contained in any proposal, contract, purchase order, requisition, notice to proceed, or like document regarding JEO's services.

16. SEVERABILITY: Any provision or part of the agreement held to be void or unenforceable shall be deemed stricken, and all remaining provisions shall continue to be valid and binding upon the owner and JEO, who agree that the agreement shall be reformed to replace such stricken provision or part thereof with a valid and enforceable provision that comes as close as possible to expressing the intention of the stricken provision.

17. NON-DISCRIMINATION CLAUSE: Pursuant to Neb. Rev. Stat. § 73-102, the parties declare, promise, and warrant that they have and will continue to comply fully with Title VI of the Civil Rights Act of 1964, as amended (42 U.S.C.A § 1985, et seq.) and the Nebraska Fair Employment Practice Act, Neb. Rev. Stat. § 48-1101, et seq., in that there shall be no discrimination against any employee who is employed in the performance of this agreement, or against any applicant for such employment, because of age, color, national origin, race, religion, creed, disability or sex.

18. E-VERIFY: JEO shall register with and use the E-Verify Program, or an equivalent federal program designated by the United States Department of Homeland Security or other federal agency authorized to verify the work eligibility status of a newly hired employee pursuant to the Immigration Reform and Control Act of 1986, to determine the work eligibility status of new employees physically performing services within the state where the work shall be performed. Engineer shall require the same of each consultant.

City of Scottsbluff, Nebraska

Monday, November 4, 2024

Regular Meeting

Item 11.c

Council to discuss and consider action on the Amendment to Economic Development Assistance Agreement between the City of Scottsbluff and BDS3C, LLC and authorize the Economic Development Program Administrator to sign the Amended Agreement.

Staff Contact: Sharaya Toof

Amendment to Economic Development Assistance Agreement

This Amendment to Economic Development Assistance Agreement (“Amendment”) is made November 4, 2024, and is by and between the City of Scottsbluff, Nebraska (the “City”) and BDS3C, L.L.C. (the “Applicant”).

RECITALS:

a. The City and the Applicant are parties to an Economic Development Assistance Agreement dated November 1, 2021 (the “Agreement”). The Agreement is the result of several amendments to an original Economic Development Assistance Agreement dating back to 2017 (the “Amendments”). The Agreement and Amendments were made under the Economic Development Program of the City (the “Program”), pursuant to the Nebraska Local Option Municipal Act.

b. The Applicant has received assistance from the Program pursuant to the Agreement, and for several reasons the parties now desire to enter into this Amendment for the purposes of amending the Agreement as set forth below.

AMENDMENT:

1. The “Loan” obligations as defined in paragraphs 2.b. and 2.d. of the Agreement are amended as follows:

b. The Loan shall be in the amount of \$300,000.00 and shall be represented by a promissory note (the “Non-Forgivable Note”). The Non-Forgivable Note shall be effective April 1, 2022 and shall carry interest at the rate of 1.08% from April 1, 2022 (the “Note Interest Date”). The total sum payable to the City by the Applicant under all prior Agreements and Notes (the “Current Sum”) shall be refinanced with the \$300,000.00 loan and the total sum of both was payable under the Amended and Restated Note and is now payable under the new First Amended and Restated Note under paragraph 2.d.

d. Effective November 4, 2024, the balance of the First Amended and Restated Note shall be \$ 450,818.66. The interest shall remain at 1.08%. Beginning October 1, 2024 the Applicant shall make monthly payments of interest only on the principal balance up to and until December 1, 2025. Thereafter and beginning on January 1, 2026 the First Amended and Restated Note shall become due and payable in 84 equal monthly payments of principal and interest, carrying interest at the rate set forth in the First Amended and Restated Note with each monthly payment due on the first of each month thereafter. Job credits will continue to be applied to the Job Credit Promissory Note and the Grant Amount shall also be applied to the Forgivable Promissory Note.

2. The terms, conditions, and obligations of the First Amended and Restated Note executed by the Applicant, in the form of the attached Exhibit A, the terms of which are incorporated herein by reference.

3. This Amendment is being entered into pursuant to adjustments made to the assistance provided to the Applicant by the Program Administration under the Program Administrator's responsibilities and authorities under of the Program. The Amendment, and those adjustments made, is intended to address business difficulties expressed by the Applicant.

4. All other terms and conditions of the Agreement and the Amendment shall continue in full force and effect, and shall be amended only as set forth in this Amendment.

5. This Amendment can be executed in any number of counterparts, each of which shall be deemed an original, but which together shall constitute one single instrument. This Amendment shall be covered by the laws of Nebraska. This Amendment shall be binding upon all successors and assigns of the parties.

City of Scottsbluff, Nebraska

BDS3C, L.L.C.

By: _____
Economic Development
Program Administrator

By: _____
Joseph Margheim, Member

FIRST AMENDED AND RESTATED NOTE

\$ 450,818.66

Date: November 4, 2024

BDS3C, L.L.C. (the "Borrower"), promises to pay to the order of the City of Scottsbluff, Nebraska (the "Lender"), the principal sum of \$ 450,818.66. Interest shall accrue on this Amended and Restated Note at the rate of 1.08% per annum, and shall be payable with interest only payments being due and beginning on October 1, 2024 and continuing with interest only payments until December 1, 2025. Then beginning on January 1, 2026, this First Amended and Restated Note shall be due and payable over 84 monthly payments of equal installments of principal and interest with each additional payment due on the same date of each month until paid in full. Interest shall accrue on a simple basis, and shall not be compound. An amortization schedule is attached to this First Amended and Restated Note, marked as Exhibit "A", and incorporated herein by reference. The Borrower shall have the right to prepay all or any part of the principal at any time.

This First Amended and Restated Note is being made pursuant to an Amended Economic Development Assistance Agreement (the "EDA Agreement") dated November 4, 2024, which EDA Agreement incorporates, renews, and reaffirms amounts owed under a November 1, 2021 Economic Development Assistance between the Lender and the Borrower. The terms of the EDA Agreement are incorporated in this First Amended and Restated Note by reference. This First Amended and Restated Note shall continue to be secured by (1) a Security Agreement given by the Borrower to the Lender dated August 29, 2017, (2) a Deed of Trust covering certain real estate dated August 29, 2017 and recorded September 14, 2017 in the office of the Register of Deeds of Scotts Bluff County, Nebraska, and (3) a Deed of trust covering certain real estate dated December 23, 2021 and recorded in the office of the Register of Deeds of Scotts Bluff County, Nebraska. This First Amended and Restated Note will be guaranteed with the Guaranty of Andrea Margheim, Joe Margheim, and Peter Meyer, dated December 23, 2021.

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 First Amended and Restated 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 Amended and Restated Note, the Borrower shall be liable for reasonable attorney fees and costs of suit. This Amended and Restated Note shall be governed by the laws of Nebraska.

This First Amended and Restated Note is being given to renew and reaffirm the "Amended and Restated Note" dated April 1, 2022. Following the date of this First Amended and Restated Note, all obligations and rights of the April 1, 2022 Amended and Restated Note shall be hereinafter governed by the terms of this First Amended and Restated Note.

BDS3C, L.L.C.



By: _____
Joseph Margheim, Member

Flyover Brewing Company 2021 Loan Re-Amortized with Interest Only Payments
 1.08% Annual Interest Rate
 Re-Amortized 11/1/2024



#	Month	Day	Year	Principal Amt	Accrued Int	Total Payment	Remaining Balance
1	11	1	2024	\$ -	\$ 405.74	\$ 405.74	\$ 450,818.66
2	12	1	2024	\$ -	\$ 405.74	\$ 405.74	\$ 450,818.66
2024 TOTALS				\$ -	\$ 811.47	\$ 811.47	\$ 450,818.66
3	1	1	2025	\$ -	\$ 405.74	\$ 405.74	\$ 450,818.66
4	2	1	2025	\$ -	\$ 405.74	\$ 405.74	\$ 450,818.66
5	3	1	2025	\$ -	\$ 405.74	\$ 405.74	\$ 450,818.66
6	4	1	2025	\$ -	\$ 405.74	\$ 405.74	\$ 450,818.66
7	5	1	2025	\$ -	\$ 405.74	\$ 405.74	\$ 450,818.66
8	6	1	2025	\$ -	\$ 405.74	\$ 405.74	\$ 450,818.66
9	7	1	2025	\$ -	\$ 405.74	\$ 405.74	\$ 450,818.66
10	8	1	2025	\$ -	\$ 405.74	\$ 405.74	\$ 450,818.66
11	9	1	2025	\$ -	\$ 405.74	\$ 405.74	\$ 450,818.66
12	10	1	2025	\$ -	\$ 405.74	\$ 405.74	\$ 450,818.66
13	11	1	2025	\$ -	\$ 405.74	\$ 405.74	\$ 450,818.66
14	12	1	2025	\$ -	\$ 405.74	\$ 405.74	\$ 450,818.66
2025 TOTALS				\$ -	\$ 4,868.84	\$ 4,868.84	\$ 450,818.66
15	1	1	2026	\$ 4,927.38	\$ 405.74	\$ 5,333.12	\$ 445,891.28
16	2	1	2026	\$ 4,931.82	\$ 401.30	\$ 5,333.12	\$ 440,959.46
17	3	1	2026	\$ 4,936.26	\$ 396.86	\$ 5,333.12	\$ 436,023.21
18	4	1	2026	\$ 4,940.70	\$ 392.42	\$ 5,333.12	\$ 431,082.51
19	5	1	2026	\$ 4,945.14	\$ 387.97	\$ 5,333.12	\$ 426,137.36
20	6	1	2026	\$ 4,949.59	\$ 383.52	\$ 5,333.12	\$ 421,187.77
21	7	1	2026	\$ 4,954.05	\$ 379.07	\$ 5,333.12	\$ 416,233.72
22	8	1	2026	\$ 4,958.51	\$ 374.61	\$ 5,333.12	\$ 411,275.21
23	9	1	2026	\$ 4,962.97	\$ 370.15	\$ 5,333.12	\$ 406,312.24
24	10	1	2026	\$ 4,967.44	\$ 365.68	\$ 5,333.12	\$ 401,344.80
25	11	1	2026	\$ 4,971.91	\$ 361.21	\$ 5,333.12	\$ 396,372.90
26	12	1	2026	\$ 4,976.38	\$ 356.74	\$ 5,333.12	\$ 391,396.51
2026 TOTALS				\$ 59,422.15	\$ 4,575.28	\$ 63,997.42	\$ 391,396.51
27	1	1	2027	\$ 4,980.86	\$ 352.26	\$ 5,333.12	\$ 386,415.65
28	2	1	2027	\$ 4,985.34	\$ 347.77	\$ 5,333.12	\$ 381,430.31
29	3	1	2027	\$ 4,989.83	\$ 343.29	\$ 5,333.12	\$ 376,440.47
30	4	1	2027	\$ 4,994.32	\$ 338.80	\$ 5,333.12	\$ 371,446.15
31	5	1	2027	\$ 4,998.82	\$ 334.30	\$ 5,333.12	\$ 366,447.34
32	6	1	2027	\$ 5,003.32	\$ 329.80	\$ 5,333.12	\$ 361,444.02
33	7	1	2027	\$ 5,007.82	\$ 325.30	\$ 5,333.12	\$ 356,436.20
34	8	1	2027	\$ 5,012.33	\$ 320.79	\$ 5,333.12	\$ 351,423.87
35	9	1	2027	\$ 5,016.84	\$ 316.28	\$ 5,333.12	\$ 346,407.04
36	10	1	2027	\$ 5,021.35	\$ 311.77	\$ 5,333.12	\$ 341,385.69
37	11	1	2027	\$ 5,025.87	\$ 307.25	\$ 5,333.12	\$ 336,359.81
38	12	1	2027	\$ 5,030.39	\$ 302.72	\$ 5,333.12	\$ 331,329.42

2027 TOTALS				\$ 60,067.09	\$ 3,930.33	\$	63,997.42	\$ 331,329.42
39	1	1	2028	\$ 5,034.92	\$ 298.20	\$	5,333.12	\$ 326,294.50
40	2	1	2028	\$ 5,039.45	\$ 293.67	\$	5,333.12	\$ 321,255.04
41	3	1	2028	\$ 5,043.99	\$ 289.13	\$	5,333.12	\$ 316,211.05
42	4	1	2028	\$ 5,048.53	\$ 284.59	\$	5,333.12	\$ 311,162.53
43	5	1	2028	\$ 5,053.07	\$ 280.05	\$	5,333.12	\$ 306,109.45
44	6	1	2028	\$ 5,057.62	\$ 275.50	\$	5,333.12	\$ 301,051.83
45	7	1	2028	\$ 5,062.17	\$ 270.95	\$	5,333.12	\$ 295,989.66
46	8	1	2028	\$ 5,066.73	\$ 266.39	\$	5,333.12	\$ 290,922.93
47	9	1	2028	\$ 5,071.29	\$ 261.83	\$	5,333.12	\$ 285,851.65
48	10	1	2028	\$ 5,075.85	\$ 257.27	\$	5,333.12	\$ 280,775.79
49	11	1	2028	\$ 5,080.42	\$ 252.70	\$	5,333.12	\$ 275,695.37
50	12	1	2028	\$ 5,084.99	\$ 248.13	\$	5,333.12	\$ 270,610.38
2028 TOTALS				\$ 60,719.04	\$ 3,278.38	\$	63,997.42	\$ 270,610.38
51	1	1	2029	\$ 5,089.57	\$ 243.55	\$	5,333.12	\$ 265,520.81
52	2	1	2029	\$ 5,094.15	\$ 238.97	\$	5,333.12	\$ 260,426.66
53	3	1	2029	\$ 5,098.73	\$ 234.38	\$	5,333.12	\$ 255,327.93
54	4	1	2029	\$ 5,103.32	\$ 229.80	\$	5,333.12	\$ 250,224.60
55	5	1	2029	\$ 5,107.92	\$ 225.20	\$	5,333.12	\$ 245,116.69
56	6	1	2029	\$ 5,112.51	\$ 220.61	\$	5,333.12	\$ 240,004.17
57	7	1	2029	\$ 5,117.11	\$ 216.00	\$	5,333.12	\$ 234,887.06
58	8	1	2029	\$ 5,121.72	\$ 211.40	\$	5,333.12	\$ 229,765.34
59	9	1	2029	\$ 5,126.33	\$ 206.79	\$	5,333.12	\$ 224,639.01
60	10	1	2029	\$ 5,130.94	\$ 202.18	\$	5,333.12	\$ 219,508.07
61	11	1	2029	\$ 5,135.56	\$ 197.56	\$	5,333.12	\$ 214,372.50
62	12	1	2029	\$ 5,140.18	\$ 192.94	\$	5,333.12	\$ 209,232.32
2029 TOTALS				\$ 61,378.06	\$ 2,619.36	\$	63,997.42	\$ 209,232.32
63	1	1	2030	\$ 5,144.81	\$ 188.31	\$	5,333.12	\$ 204,087.51
64	2	1	2030	\$ 5,149.44	\$ 183.68	\$	5,333.12	\$ 198,938.07
65	3	1	2030	\$ 5,154.07	\$ 179.04	\$	5,333.12	\$ 193,784.00
66	4	1	2030	\$ 5,158.71	\$ 174.41	\$	5,333.12	\$ 188,625.28
67	5	1	2030	\$ 5,163.36	\$ 169.76	\$	5,333.12	\$ 183,461.93
68	6	1	2030	\$ 5,168.00	\$ 165.12	\$	5,333.12	\$ 178,293.93
69	7	1	2030	\$ 5,172.65	\$ 160.46	\$	5,333.12	\$ 173,121.27
70	8	1	2030	\$ 5,177.31	\$ 155.81	\$	5,333.12	\$ 167,943.96
71	9	1	2030	\$ 5,181.97	\$ 151.15	\$	5,333.12	\$ 162,761.99
72	10	1	2030	\$ 5,186.63	\$ 146.49	\$	5,333.12	\$ 157,575.36
73	11	1	2030	\$ 5,191.30	\$ 141.82	\$	5,333.12	\$ 152,384.06
74	12	1	2030	\$ 5,195.97	\$ 137.15	\$	5,333.12	\$ 147,188.09
2030 TOTALS				\$ 62,044.23	\$ 1,953.19	\$	63,997.42	\$ 147,188.09
75	1	1	2031	\$ 5,200.65	\$ 132.47	\$	5,333.12	\$ 141,987.44
76	2	1	2031	\$ 5,205.33	\$ 127.79	\$	5,333.12	\$ 136,782.11
77	3	1	2031	\$ 5,210.01	\$ 123.10	\$	5,333.12	\$ 131,572.09
78	4	1	2031	\$ 5,214.70	\$ 118.41	\$	5,333.12	\$ 126,357.39
79	5	1	2031	\$ 5,219.40	\$ 113.72	\$	5,333.12	\$ 121,137.99
80	6	1	2031	\$ 5,224.09	\$ 109.02	\$	5,333.12	\$ 115,913.90
81	7	1	2031	\$ 5,228.80	\$ 104.32	\$	5,333.12	\$ 110,685.10

82	8	1	2031	\$ 5,233.50	\$ 99.62	\$ 5,333.12	\$ 105,451.60
83	9	1	2031	\$ 5,238.21	\$ 94.91	\$ 5,333.12	\$ 100,213.39
84	10	1	2031	\$ 5,242.93	\$ 90.19	\$ 5,333.12	\$ 94,970.46
85	11	1	2031	\$ 5,247.65	\$ 85.47	\$ 5,333.12	\$ 89,722.82
86	12	1	2031	\$ 5,252.37	\$ 80.75	\$ 5,333.12	\$ 84,470.45
2031 TOTALS				\$ 62,717.64	\$ 1,279.78	\$ 63,997.42	
87	1	1	2032	\$ 5,257.10	\$ 76.02	\$ 5,333.12	\$ 79,213.35
88	2	1	2032	\$ 5,261.83	\$ 71.29	\$ 5,333.12	\$ 73,951.53
89	3	1	2032	\$ 5,266.56	\$ 66.56	\$ 5,333.12	\$ 68,684.96
90	4	1	2032	\$ 5,271.30	\$ 61.82	\$ 5,333.12	\$ 63,413.66
91	5	1	2032	\$ 5,276.05	\$ 57.07	\$ 5,333.12	\$ 58,137.62
92	6	1	2032	\$ 5,280.79	\$ 52.32	\$ 5,333.12	\$ 52,856.82
93	7	1	2032	\$ 5,285.55	\$ 47.57	\$ 5,333.12	\$ 47,571.27
94	8	1	2032	\$ 5,290.30	\$ 42.81	\$ 5,333.12	\$ 42,280.97
95	9	1	2032	\$ 5,295.07	\$ 38.05	\$ 5,333.12	\$ 36,985.90
96	10	1	2032	\$ 5,299.83	\$ 33.29	\$ 5,333.12	\$ 31,686.07
97	11	1	2032	\$ 5,304.60	\$ 28.52	\$ 5,333.12	\$ 26,381.47
98	12	1	2032	\$ 5,309.38	\$ 23.74	\$ 5,333.12	\$ 21,072.10
2032 TOTALS				\$ 63,398.35	\$ 599.07	\$ 63,997.42	\$ 21,072.10
99	1	1	2033	\$ 5,314.15	\$ 18.96	\$ 5,333.12	\$ 15,757.94
100	2	1	2033	\$ 5,318.94	\$ 14.18	\$ 5,333.12	\$ 10,439.01
101	3	1	2033	\$ 5,323.72	\$ 9.40	\$ 5,333.12	\$ 5,115.28
102	4	1	2033	\$ 5,115.28	\$ 4.60	\$ 5,119.89	\$ -
2033 TOTALS				\$ 21,072.10	\$ 47.15	\$ 21,119.24	\$ -
TOTALS				\$ 450,818.66	\$ 23,962.86	\$ 474,781.52	

FIRST AMENDED AND RESTATED NOTE

\$ 450,818.66

Date: November 4, 2024

BDS3C, L.L.C. (the "Borrower"), promises to pay to the order of the City of Scottsbluff, Nebraska (the "Lender"), the principal sum of \$ 450,818.66. Interest shall accrue on this Amended and Restated Note at the rate of 1.08% per annum, and shall be payable with interest only payments being due and beginning on October 1, 2024 and continuing with interest only payments until December 1, 2025. Then beginning on January 1, 2026, this First Amended and Restated Note shall be due and payable over 84 monthly payments of equal installments of principal and interest with each additional payment due on the same date of each month until paid in full. Interest shall accrue on a simple basis, and shall not be compound. An amortization schedule is attached to this First Amended and Restated Note, marked as Exhibit "A", and incorporated herein by reference. The Borrower shall have the right to prepay all or any part of the principal at any time.

This First Amended and Restated Note is being made pursuant to an Amended Economic Development Assistance Agreement (the "EDA Agreement") dated November 4, 2024, which EDA Agreement incorporates, renews, and reaffirms amounts owed under a November 1, 2021 Economic Development Assistance between the Lender and the Borrower. The terms of the EDA Agreement are incorporated in this First Amended and Restated Note by reference. This First Amended and Restated Note shall continue to be secured by (1) a Security Agreement given by the Borrower to the Lender dated August 29, 2017, (2) a Deed of Trust covering certain real estate dated August 29, 2017 and recorded September 14, 2017 in the office of the Register of Deeds of Scotts Bluff County, Nebraska, and (3) a Deed of trust covering certain real estate dated December 23, 2021 and recorded in the office of the Register of Deeds of Scotts Bluff County, Nebraska. This First Amended and Restated Note will be guaranteed with the Guaranty of Andrea Margheim, Joe Margheim, and Peter Meyer, dated December 23, 2021.

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 First Amended and Restated Note.

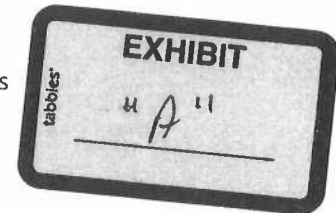
If default is made in any payment when due, then, at the option of the Lender, the entire balance due shall become due and payable. In the event that a default is declared, the entire remaining balance at that time shall bear interest at the rate of 7% per annum until paid. In the event that legal action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

This First Amended and Restated Note is being given to renew and reaffirm the "Amended and Restated Note" dated April 1, 2022. Following the date of this First Amended and Restated Note, all obligations and rights of the April 1, 2022 Amended and Restated Note shall be hereinafter governed by the terms of this First Amended and Restated Note.

BDS3C, L.L.C.

By: _____
Joseph Margheim, Member

Flyover Brewing Company 2021 Loan Re-Amortized with Interest Only Payments
1.08% Annual Interest Rate
Re-Amortized 11/1/2024



#	Month	Day	Year	Principal Amt	Accrued Int	Total Payment	Remaining Balance
1	11	1	2024	\$ -	\$ 405.74	\$ 405.74	\$ 450,818.66
2	12	1	2024	\$ -	\$ 405.74	\$ 405.74	\$ 450,818.66
2024 TOTALS				\$ -	\$ 811.47	\$ 811.47	\$ 450,818.66
3	1	1	2025	\$ -	\$ 405.74	\$ 405.74	\$ 450,818.66
4	2	1	2025	\$ -	\$ 405.74	\$ 405.74	\$ 450,818.66
5	3	1	2025	\$ -	\$ 405.74	\$ 405.74	\$ 450,818.66
6	4	1	2025	\$ -	\$ 405.74	\$ 405.74	\$ 450,818.66
7	5	1	2025	\$ -	\$ 405.74	\$ 405.74	\$ 450,818.66
8	6	1	2025	\$ -	\$ 405.74	\$ 405.74	\$ 450,818.66
9	7	1	2025	\$ -	\$ 405.74	\$ 405.74	\$ 450,818.66
10	8	1	2025	\$ -	\$ 405.74	\$ 405.74	\$ 450,818.66
11	9	1	2025	\$ -	\$ 405.74	\$ 405.74	\$ 450,818.66
12	10	1	2025	\$ -	\$ 405.74	\$ 405.74	\$ 450,818.66
13	11	1	2025	\$ -	\$ 405.74	\$ 405.74	\$ 450,818.66
14	12	1	2025	\$ -	\$ 405.74	\$ 405.74	\$ 450,818.66
2025 TOTALS					\$ 4,868.84	\$ 4,868.84	\$ 450,818.66
15	1	1	2026	\$ 4,927.38	\$ 405.74	\$ 5,333.12	\$ 445,891.28
16	2	1	2026	\$ 4,931.82	\$ 401.30	\$ 5,333.12	\$ 440,959.46
17	3	1	2026	\$ 4,936.26	\$ 396.86	\$ 5,333.12	\$ 436,023.21
18	4	1	2026	\$ 4,940.70	\$ 392.42	\$ 5,333.12	\$ 431,082.51
19	5	1	2026	\$ 4,945.14	\$ 387.97	\$ 5,333.12	\$ 426,137.36
20	6	1	2026	\$ 4,949.59	\$ 383.52	\$ 5,333.12	\$ 421,187.77
21	7	1	2026	\$ 4,954.05	\$ 379.07	\$ 5,333.12	\$ 416,233.72
22	8	1	2026	\$ 4,958.51	\$ 374.61	\$ 5,333.12	\$ 411,275.21
23	9	1	2026	\$ 4,962.97	\$ 370.15	\$ 5,333.12	\$ 406,312.24
24	10	1	2026	\$ 4,967.44	\$ 365.68	\$ 5,333.12	\$ 401,344.80
25	11	1	2026	\$ 4,971.91	\$ 361.21	\$ 5,333.12	\$ 396,372.90
26	12	1	2026	\$ 4,976.38	\$ 356.74	\$ 5,333.12	\$ 391,396.51
2026 TOTALS				\$ 59,422.15	\$ 4,575.28	\$ 63,997.42	\$ 391,396.51
27	1	1	2027	\$ 4,980.86	\$ 352.26	\$ 5,333.12	\$ 386,415.65
28	2	1	2027	\$ 4,985.34	\$ 347.77	\$ 5,333.12	\$ 381,430.31
29	3	1	2027	\$ 4,989.83	\$ 343.29	\$ 5,333.12	\$ 376,440.47
30	4	1	2027	\$ 4,994.32	\$ 338.80	\$ 5,333.12	\$ 371,446.15
31	5	1	2027	\$ 4,998.82	\$ 334.30	\$ 5,333.12	\$ 366,447.34
32	6	1	2027	\$ 5,003.32	\$ 329.80	\$ 5,333.12	\$ 361,444.02
33	7	1	2027	\$ 5,007.82	\$ 325.30	\$ 5,333.12	\$ 356,436.20
34	8	1	2027	\$ 5,012.33	\$ 320.79	\$ 5,333.12	\$ 351,423.87
35	9	1	2027	\$ 5,016.84	\$ 316.28	\$ 5,333.12	\$ 346,407.04
36	10	1	2027	\$ 5,021.35	\$ 311.77	\$ 5,333.12	\$ 341,385.69
37	11	1	2027	\$ 5,025.87	\$ 307.25	\$ 5,333.12	\$ 336,359.81
38	12	1	2027	\$ 5,030.39	\$ 302.72	\$ 5,333.12	\$ 331,329.42

2027 TOTALS				\$ 60,067.09	\$ 3,930.33	\$	63,997.42	\$331,329.42
39	1	1	2028	\$ 5,034.92	\$ 298.20	\$	5,333.12	\$ 326,294.50
40	2	1	2028	\$ 5,039.45	\$ 293.67	\$	5,333.12	\$ 321,255.04
41	3	1	2028	\$ 5,043.99	\$ 289.13	\$	5,333.12	\$ 316,211.05
42	4	1	2028	\$ 5,048.53	\$ 284.59	\$	5,333.12	\$ 311,162.53
43	5	1	2028	\$ 5,053.07	\$ 280.05	\$	5,333.12	\$ 306,109.45
44	6	1	2028	\$ 5,057.62	\$ 275.50	\$	5,333.12	\$ 301,051.83
45	7	1	2028	\$ 5,062.17	\$ 270.95	\$	5,333.12	\$ 295,989.66
46	8	1	2028	\$ 5,066.73	\$ 266.39	\$	5,333.12	\$ 290,922.93
47	9	1	2028	\$ 5,071.29	\$ 261.83	\$	5,333.12	\$ 285,851.65
48	10	1	2028	\$ 5,075.85	\$ 257.27	\$	5,333.12	\$ 280,775.79
49	11	1	2028	\$ 5,080.42	\$ 252.70	\$	5,333.12	\$ 275,695.37
50	12	1	2028	\$ 5,084.99	\$ 248.13	\$	5,333.12	\$ 270,610.38
2028 TOTALS				\$ 60,719.04	\$ 3,278.38	\$	63,997.42	\$270,610.38
51	1	1	2029	\$ 5,089.57	\$ 243.55	\$	5,333.12	\$ 265,520.81
52	2	1	2029	\$ 5,094.15	\$ 238.97	\$	5,333.12	\$ 260,426.66
53	3	1	2029	\$ 5,098.73	\$ 234.38	\$	5,333.12	\$ 255,327.93
54	4	1	2029	\$ 5,103.32	\$ 229.80	\$	5,333.12	\$ 250,224.60
55	5	1	2029	\$ 5,107.92	\$ 225.20	\$	5,333.12	\$ 245,116.69
56	6	1	2029	\$ 5,112.51	\$ 220.61	\$	5,333.12	\$ 240,004.17
57	7	1	2029	\$ 5,117.11	\$ 216.00	\$	5,333.12	\$ 234,887.06
58	8	1	2029	\$ 5,121.72	\$ 211.40	\$	5,333.12	\$ 229,765.34
59	9	1	2029	\$ 5,126.33	\$ 206.79	\$	5,333.12	\$ 224,639.01
60	10	1	2029	\$ 5,130.94	\$ 202.18	\$	5,333.12	\$ 219,508.07
61	11	1	2029	\$ 5,135.56	\$ 197.56	\$	5,333.12	\$ 214,372.50
62	12	1	2029	\$ 5,140.18	\$ 192.94	\$	5,333.12	\$ 209,232.32
2029 TOTALS				\$ 61,378.06	\$ 2,619.36	\$	63,997.42	\$209,232.32
63	1	1	2030	\$ 5,144.81	\$ 188.31	\$	5,333.12	\$ 204,087.51
64	2	1	2030	\$ 5,149.44	\$ 183.68	\$	5,333.12	\$ 198,938.07
65	3	1	2030	\$ 5,154.07	\$ 179.04	\$	5,333.12	\$ 193,784.00
66	4	1	2030	\$ 5,158.71	\$ 174.41	\$	5,333.12	\$ 188,625.28
67	5	1	2030	\$ 5,163.36	\$ 169.76	\$	5,333.12	\$ 183,461.93
68	6	1	2030	\$ 5,168.00	\$ 165.12	\$	5,333.12	\$ 178,293.93
69	7	1	2030	\$ 5,172.65	\$ 160.46	\$	5,333.12	\$ 173,121.27
70	8	1	2030	\$ 5,177.31	\$ 155.81	\$	5,333.12	\$ 167,943.96
71	9	1	2030	\$ 5,181.97	\$ 151.15	\$	5,333.12	\$ 162,761.99
72	10	1	2030	\$ 5,186.63	\$ 146.49	\$	5,333.12	\$ 157,575.36
73	11	1	2030	\$ 5,191.30	\$ 141.82	\$	5,333.12	\$ 152,384.06
74	12	1	2030	\$ 5,195.97	\$ 137.15	\$	5,333.12	\$ 147,188.09
2030 TOTALS				\$ 62,044.23	\$ 1,953.19	\$	63,997.42	\$147,188.09
75	1	1	2031	\$ 5,200.65	\$ 132.47	\$	5,333.12	\$ 141,987.44
76	2	1	2031	\$ 5,205.33	\$ 127.79	\$	5,333.12	\$ 136,782.11
77	3	1	2031	\$ 5,210.01	\$ 123.10	\$	5,333.12	\$ 131,572.09
78	4	1	2031	\$ 5,214.70	\$ 118.41	\$	5,333.12	\$ 126,357.39
79	5	1	2031	\$ 5,219.40	\$ 113.72	\$	5,333.12	\$ 121,137.99
80	6	1	2031	\$ 5,224.09	\$ 109.02	\$	5,333.12	\$ 115,913.90
81	7	1	2031	\$ 5,228.80	\$ 104.32	\$	5,333.12	\$ 110,685.10

82	8	1	2031	\$	5,233.50	\$	99.62	\$	5,333.12	\$	105,451.60
83	9	1	2031	\$	5,238.21	\$	94.91	\$	5,333.12	\$	100,213.39
84	10	1	2031	\$	5,242.93	\$	90.19	\$	5,333.12	\$	94,970.46
85	11	1	2031	\$	5,247.65	\$	85.47	\$	5,333.12	\$	89,722.82
86	12	1	2031	\$	5,252.37	\$	80.75	\$	5,333.12	\$	84,470.45
2031 TOTALS					\$ 62,717.64		\$ 1,279.78		\$ 63,997.42		
87	1	1	2032	\$	5,257.10	\$	76.02	\$	5,333.12	\$	79,213.35
88	2	1	2032	\$	5,261.83	\$	71.29	\$	5,333.12	\$	73,951.53
89	3	1	2032	\$	5,266.56	\$	66.56	\$	5,333.12	\$	68,684.96
90	4	1	2032	\$	5,271.30	\$	61.82	\$	5,333.12	\$	63,413.66
91	5	1	2032	\$	5,276.05	\$	57.07	\$	5,333.12	\$	58,137.62
92	6	1	2032	\$	5,280.79	\$	52.32	\$	5,333.12	\$	52,856.82
93	7	1	2032	\$	5,285.55	\$	47.57	\$	5,333.12	\$	47,571.27
94	8	1	2032	\$	5,290.30	\$	42.81	\$	5,333.12	\$	42,280.97
95	9	1	2032	\$	5,295.07	\$	38.05	\$	5,333.12	\$	36,985.90
96	10	1	2032	\$	5,299.83	\$	33.29	\$	5,333.12	\$	31,686.07
97	11	1	2032	\$	5,304.60	\$	28.52	\$	5,333.12	\$	26,381.47
98	12	1	2032	\$	5,309.38	\$	23.74	\$	5,333.12	\$	21,072.10
2032 TOTALS					\$ 63,398.35		\$ 599.07		\$ 63,997.42		\$ 21,072.10
99	1	1	2033	\$	5,314.15	\$	18.96	\$	5,333.12	\$	15,757.94
100	2	1	2033	\$	5,318.94	\$	14.18	\$	5,333.12	\$	10,439.01
101	3	1	2033	\$	5,323.72	\$	9.40	\$	5,333.12	\$	5,115.28
102	4	1	2033	\$	5,115.28	\$	4.60	\$	5,119.89	\$	-
2033 TOTALS					\$ 21,072.10		\$ 47.15		\$ 21,119.24		\$ -
TOTALS					\$450,818.66		\$23,962.86		\$ 474,781.52		