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

Regular Meeting
August 30, 2021
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. **Scottsbluff Youth Council**
   a) (informational only):
8. **Consent Calendar: (Items in the consent calendar are proposed for adoption by one action for all items unless any member of the council requests that an item be considered separately.)**
   a) Council to approve the minutes of the August 16, 2021 Regular Meeting.
   b) Council to take receipt of and acknowledge a liability claim from First Church of God, 2122 Avenue F, Scottsbluff, NE. The claim has been withdrawn and no action will be taken.
9. **Petitions, Communications, Public Input:**
   a) Mayor to read the Proclamation naming September as Attendance Awareness Month.
   b) Council to discuss and consider action on a Special Designated Liquor License for Granola Box and Marketplace Company to serve wine at the West Nebraska Arts Center, 106 E. 18th St., Scottsbluff, NE on September 25th from 4:00-8:00 p.m. for an art sale.
10. **Resolution & Ordinances:**
   a) Council to consider an Ordinance adopting the budget statement to be termed the annual appropriation bill for FY 2021-2022.

b) Council to consider and first read the Ordinance updating utility user fees, including water and sewer fees, solid waste collection and surcharge for stormwater.

c) Council to consider Resolution to authorize the City Manager to sign closing documents for donation of real estate and authorize the Mayor to sign the Resolution.

d) Council to consider Resolution approving the application for grant funds from the Recreational Trails Program and authorize the Mayor to sign the Resolution.

e) Council to consider the 2021-2022 Pay Resolution and authorize the Mayor to sign the Resolution.

11. **Reports from Staff, Boards & Commissions:**

a) Council to discuss and consider action on the Second Amendment to the Economic Development Assistance Agreement for McKiney Manufacturing and Sales, LLC.

b) Council to discuss and consider action on the Scotts Bluff County KENO Remote Location Operation Agreement and authorize the Mayor to sign the 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, August 30, 2021

Regular Meeting

Item Closed1

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.

Staff Contact:

City of Scottsbluff, Nebraska
Monday, August 30, 2021
Regular Meeting

Item Youth Cou 1

(informational only):

Staff Contact:

City of Scottsbluff, Nebraska
Monday, August 30, 2021
Regular Meeting

Item Consent1

Council to approve the minutes of the August 16, 2021 Regular Meeting.

Staff Contact: City Council

Regular Meeting
August 16, 2021

The Scottsbluff City Council met in a regular meeting on August 16, 2021 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 August 13, 2021, 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 had been emailed to each council member, made available to radio stations KNEB, KMOR, KOAQ, and television stations KSTF and NBC Nebraska, and the Star Herald. The notice was also available on the city's website on August 13, 2021. 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 and 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, Nathan Green, Jordan Colwell, and Angela Scanlan, Also present were City Attorney Kent Hadenfeldt and City Manager Dustin Rief. Absent: None. Mayor McKerrigan asked if there were any changes to the agenda. There were no changes. 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 Green, seconded by Council Member Colwell,

a) The minutes of the July 28, 2021 Special Meeting be approved.
b) The minutes of the August 2, 2021 Regular Meeting be approved.
c) A public hearing be set for August 30, 2021 at 12:00 p.m. for the purpose of hearing support, opposition, criticism, suggestions or observations of taxpayers relating to the FY 2021-2022 budget.
d) A public hearing be set for September 7, 2021 at 6:00 p.m. for authorizing the final tax request for the 2021-2022 year at a different amount than the prior year request.
e) A public hearing be set for September 7, 2021 at 6:00 p.m. to consider a Class I Liquor License for San Pedro JC, LLC d/b/a San Pedro Mexican Restaurant, 23 West 27th Street, Scottsbluff, NE. "YEAS," Colwell, Scanlan, Green, and McKerrigan "NAYS," None. Absent: None.

Moved by Council Member Green, seconded by Council Member Scanlan, that the following claims, be approved and paid as provided by law out of the respective funds designated in the list of claims dated August 16, 2021, as on file with the City Clerk and submitted to the City Council, "YEAS," Green, Scanlan, McKerrigan, and Colwell. "NAYS," None. Absent: None.

CLAIMS

911 CUSTOM, LLC,CIP-PATROL CARS,2350; AARDVARK,CIP-RIOT GEAR-PD,1382.56; AC ELECTRIC MOTOR SERVICE,EQUIP MAINT,1152.55; ACTION COMMUNICATIONS INC.,CIP-PATROL CARS,3086.76;ADVANCE AUTO PARTS,DIESEL EXH. FLUID,104;AGUALLO PAUL SR,WELDED CAN BOTTOMS X 12,1200; AHLERS BAKING INC,DEPT SUPPL-PD,32.97; ALLO

COMMUNICATIONS,LLC,LOCAL TELEPHONE CHARGES,4113.93;AL'S TOWING, INC.,TOW SERVICE-PD,110;ASSURITY LIFE INSURANCE CO,LIFE INS,32.95;AXON ENTERPRISE INC,EQUIP MAINT-PD,332.32;B & H INVESTMENTS, INC,DEP. SUP. -LIBRARY,357;B&C STEEL CORPORATION,TRASH CAN BOTTOMS,1740.63;BAKER & ASSOCIATES INC,23 CLUB IMPROV. - FINAL,14278.94;BERNHARDT JUSTIN,TOW SERVICE-PD,150;BLUFFS FACILITY SOLUTIONS,EQUIP MAINT REC,1110.27;CAPITAL BUSINESS SYSTEMS INC.,SBSCRP.,461.87; CARRTRUMBULLLUMBERCO,INC.,SUPPHEMFIR,33.87;CASHWADISTRIBUTING,CONCESSIONS,418.65;CELLCOPARTNERSHIP,CELLPHONES/CONTRACTUAL,242.28; CITIBANK, N.A.,CIP-RIOT GEAR/VEH MAINT-PD,230.81; CITY OF GERING,TRASH & RECYCLING DISPOSAL FEES,47801.46;CITY OF SCB,PETTY CASH,34; CLARK PRINTING LLC,DEPT SUPP DS,74.15;CLEARSPANFABRICSTRUCTURESINTERNATIONALINC,STRUCTURE,548611.7;COMBS,JAMES,TUITIONREIMBURSEMENT,600;COMPUTERCONNECTIONINC,CONTRACTUALPD,44;CONSOLIDATEDMANAGEMENTCOMPANY,SCHOOLS & CONF-PD,185.98; CONTRACTORS MATERIALS INC.,GROUND MAINT PARK,434.91; CORE & MAIN LP,METERS,10862.5; CREDIT BUREAU OF COUNCIL BLUFFS,FEE - JULY 2021,50;CYNTHIA GREEN,DEPT SUPP ADM,121.11;DALE'S TIRE & RETREADING, INC.,TIRE FOR BARRICADE TRAILER,118.91; DUANE E. WOHLERS,HAULING RECYCLING TO DENVER, CO,1882.43;ENFORCEMENT VIDEO, LLC,CIP-BODY WORN CAMERAS,21893;FASTENAL COMPANY,DEPT SUPP PARK,99.55;FAT BOYS TIRE AND AUTO,EQUIP MAINT PARK,80.98;FEDERAL EXPRESS CORPORATION,POSTAGE,600.72;FLIAM, TYLER,SCHOOLS & CONF-PD,76; FLOYD'S TRUCK CENTER SCOTTSBLUFF,UNIT #821- REPAIRS TO ARMS,1960.48;FRANCISCO'S BUMPER TO BUMPER INC,TOW SERVICE-PD,610;FREMONT MOTOR SCOTTSBLUFF, LLC,VEH MAINT-PD,1158.13;FYR-TEK INC,RMA FITTINGS- BREATHING APPARATUS,255.07;GALLS INC,EQUIP MAINT-PD,379.49;GLT PROPERTIES,FACADE IMPROV. GRANT,5063.97; GRAY TELEVISONGROUP INC,CONTRACTUAL SVC,2095;GREENING ENTERPRISES INC.,TURNOUT PANTS AND COATS (4 PERSONNEL),11762.6;GRIFFITH ROBER &/OR SUSAN,QUITCLAIM DEED,1000;HANDLEYINDUSTRIES,INC,DEPTSUP,2447;HAWKINS,INC.,CHEMICALS,3159.79;HONEY WAGON EXPRESS,CONTRACTUAL PARK,225;IDEAL LAUNDRY AND CLEANERS, INC.,SHOP TOWELS, RUGS, MOPS,400.13;INDEPENDENT PLUMBING AND HEATING, INC,GROUND MAINT PARK,532.27;INGRAM LIBRARY SERVICES INC,A/V,2967.97;INLAND TRUCKPARTS&SERVICE,REPAIRTURBOACTUATORTOWER1,4188.84;INTERNALREVENUES ERVICE,WITHHOLDINGS,62977.03;INTRALINKS,INC,CONTR.SERVICEJULY2021,4582.08;INVENTIVE WIRELESS OF NE, LLC,INTERNET,80.9;J G ELLIOTT CO.INC.,NOTARY BOND-PD,70;JESSIEJ.MARTINEZ,FACADE IMPROV. GRANT,1250; KEMBEL SAND & GRAVEL COMPANY,GRAVEL - 23 CLUB,1093.4; KNOW HOW LLC,DEPTSUPPPARK,3063.36;LEAGUEOF NEBRASKA MUNICIPALITIES,MEMBERSHIPS,3052; LEATHERS & ASSOCIATES INC,DEPT SUPP PARK,542.99; LEE BHM CORP,LEGAL PUBLISHING,1433.87; LEXISNEXIS RISK DATA MANAGEMENT,CONSULTING-PD,100; M.C. SCHAFF & ASSOCIATES, INC,PROF.SERV. - HAIL REPAIR,14483.5;MADISON NATIONAL LIFE,INSURANCE,2565.72;MATHESON TRI-GAS INC,RENT MACHINES,66.18; MATTHEW M. HUTT,PROF.SERVICES - FIREFIGHTER SITTNER,450;MELVINWEST,TREEREBATE,114.98;MENARDS,INC,DEPTSUPWTR,1163.44;MIDLANDSNEWSPAPERS, INC,SUBSCRIPTION,288.6; MIDWESTCONNECT, LLC,UB PROCESSING JULY2021,1716.61;MOBIUSCOMMUNICATIONSCOMPANY,CONTRACTUALSVC,251.92;MUNI

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METRIX SYSTEMS CORP,IMAGESILO - JULY 2021,39.99;NE CHILD SUPPORT PAYMENT CENTER,NECHILDSUPPORTPYBLE,1315.1;NEDEPTOFREVENUE,WITHHOLDINGS,23045.29;NEBRASKA INTERACTIVE, LLC,DRIVERS LIC. REQ. - JUNE & JULY 2021,63; NEBRASKA MACHINERY CO,REPAIRS TO BACKHOE,213.4; NEBRASKA PUBLIC POWER DISTRICT,ELECTRIC,44809.02;NEBRASKA RURAL RADIO ASSOCIATION,CONTRACTUAL SVC,332.5;NEBRASKALAND TIRE, INC,VEH MAINT-PD,18.47; NEW YORK TIMES,SBSCRP.,520; NORTHWEST PIPE FITTINGS, INC. OF SCOTTSBLUFF,DEPT SUP,87.19;ONE CALL CONCEPTS, INC,CONTRACTUAL,109.51;OREGON TRAIL PLUMBING, HEATING & COOLING INC,EQUIP MAINT REC,254;PAIGE'S POSIES,CONTRACT - JULY 2021 (BID),5595; PANHANDLE COOPERATIVE ASSOCIATION,DEPT SUP,387.15;PANHANDLE ENVIRONMENTALSERVICESINC,CONTRACTUALSVC,279;PARADISEPUMPERSLLC,CONTRACTUAL PARK,215;PAUL REED CONSTRUCTION & SUPPLY, INC,23 CLUB BALLPARK IMPROV,46828.66; PEPSI COLA OF WESTERN NEBRASKA, LLC,CONCESSIONS,282.45; PLATTE VALLEY BANK,HEALTH SAVINGS ACCT,10298.36;POWERPLAN,EQUIP MAINT PARK,1161.62;PROFESSIONAL DEVELOPMENT ACADEMY, LLC,ICMA HIGH PERFORMANCE ACADEMY,1995;QUADIENTINC,POSTAGEADM,1000;QUADIENTLEASINGUSAINC,SBSCRP.,569.82;REAMS SPRINKLER SUPPLY CO.,GROUND MAINT PARK,1099.44;RECOLLECT SYSTEMS INC,YEARLY SERVICE FEE,5857; REGIONAL CARE INC,CLAIMS,47569.49; REZPLOT SYSTEM LLC,CONTRACTUAL PARK,433.5;RODRIGUEZ FENCING,FENCING - CLEVELAND FIELD,7097.7;RODRIGUEZ JOSE R,TOW SERVICE-PD,95; S M E C,EMPLOYEE DEDUCTION,150.27;SANDBERG IMPLEMENT, INC,MOWER MAINT PARK,3819.44;SATUR, JACK,LICENSES & PERMITS,63.5;SCB FIREFIGHTERS UNION LOCAL 1454,FIRE EE DUES,280; SCB IBEW 1597 UNION DUES,SCB IBEW 1597 UNION DUES,458.18; SCOTTIES POTTIES INC,CONTRACTUAL,950;SCOTTSBLUFF MOTOR CO, INC,STEP PACKAGES FOR NEW FLATBEDS,1113.5;SCOTTSBLUFF POLICE OFFICERS ASSOCIATION,POLICE EE DUES,936; SHERIFF'S OFFICE,REIMBURSE DOJ GRANT,2405.06;SIMMONS OLSEN LAW FIRM, P.C.,CONTRACTUAL,12442.79;SIMON CONTRACTORS,DEPT SUP,5350.76;SOUNDSLEEPER SECURITY INC.,CONTRACTUAL-PD,14.95;SOUTHERN UNIFORM EQUIPMENT,UNIFORM PANTS AND SHIRTS,677.76; SUPERIOR SIGNALS, INC,MINI LITE BARS & ARROW LIGHTS FOR NEW FLATBEDS,1434.48;SWANK MOTION PICTURES INC,SPECIAL EVENT,465; TAMARA REICHERT,FACADE IMPROVEMENT GRANT,3638;TERRI ROSE,RE-IMBURSEMENT FOR TWO PICKUP TITLES,30;TOSSED & FOUND ANTIQUES,FACADE IMPROV. GRANT,4547.5;TRAFFIC PARTS, INC,GREEN & RED LEDS FOR TRAFFIC SIGNALS,990; UNION BANK & TRUST,RETIREMENT,38075.96;W & R INC,EQUIP MAINT REC,539;WEBER TYLER,SCHOOLS & CONF-PD,76;WELLS FARGO BANK, N.A.,WAGE ATTACHMENT,96.47; WESTERN COOPERATIVE COMPANY,DEPT SUPP CEM,77.38;WESTERN COOPERATIVE COMPANY,DEPT SUP,87.45; WESTERN PATHOLOGY CONSULTANTS, INC,RANDOM TEST DOT - JULY 2021,307; WESTERN TRAVEL TERMINAL, LLC,VEH MAINT-PD,544;WEX BANK,FLEET FUEL- DIESEL,23237.21; WOOLSEY VANESSA,REIMB DEPT SUPP,83.84; WYOMING CHILD SUPPORT ENFORCEMENT,CHILD SUPPORT,738.08;YOUNGMEN'S CHRISTIAN ASSOCIATION OF SCOTTSBLUFF, NE,YMCA,765;REFUNDS: DUANE GRIMM, 4.87;ALLY PROPERTY MANAGEMENT AND REAL, 125.89

City Manager Rief presented the July 2021 Financial Report. He explained the major disbursements include 23 Club, Pathway, LB840 and hail claim projects. He also added the ARPA funds have been deposited. Council Member Scanlan moved, seconded by Council Member Green to approve the July 2021 Financial Report, "YEAS," Scanlan, McKerrigan, Colwell, and Green. "NAYS," None. Absent: None.

Regarding the resignation of Council Member Schaub, Mr. Rief informed Council he received the written resignation on August 2nd and as part of accepting the resignation we have to acknowledge it publicly, filling the vacancy within 30 days. After conferring with Mayor McKerrigan, he explained we will accept letters of interest and upon receiving those letters will send out an application to be presented until Tuesday, August 24th. Mayor McKerrigan will review the applications and set up two person council member interviews conducted at the Library and City Hall. He informed Council we have received one letter, but have had several people express interest. He added the applicant needs to be a registered voter; a resident of Scottsbluff and the vacancy has to be filled by September 13th. Council Member Colwell moved, seconded by Council Member Scanlan to accept Council Member Schaub's resignation, officially declaring the vacancy, "YEAS," Colwell, McKerrigan, Green, and Scanlan. "NAYS," None. Absent: None.

Mr. Rief approached Council regarding increasing the NPPD lease payment by one-half percent. He explained this will be the last of the eligible increases as we will hit the maximum of 14% after this increase. He added the contract negotiated with NPPD was in 2019 and is in effect for 25 years. Council Member Scanlan made the motion, seconded by Council Member Colwell to approve increasing the NPPD lease payment by one-half percent and directing the city manager to send a letter requesting the increase, "YEAS," McKerrigan, Green, Colwell, and Scanlan. "NAYS," None. Absent: None.

Under Council Reports, Mayor McKerrigan reported on a Tri City Active Living Advisory Council Meeting. She informed Council the Board is open to helping with the School Safety Zone and the scooter ordinances.

Council Member Scanlan moved, seconded by Council Member Colwell to adjourn the meeting at 6:18 p.m., "YEAS," Colwell, Scanlan, Green, and McKerrigan. "NAYS," None. Absent: None.

_____

Mayor

Attest:

_____

City Clerk

City of Scottsbluff, Nebraska

Monday, August 30, 2021

Regular Meeting

Item Consent2

Council to take receipt of and acknowledge a liability claim from First Church of God, 2122 Avenue F, Scottsbluff, NE. The claim has been withdrawn and no action will be taken.

Staff Contact: Kim Wright, City Clerk

City of Scottsbluff
CITIZEN INCIDENT REPORT

All tort claims under the Political Subdivisions Tort Claims Act and sections 16-727, 16-728, 23-175, 39-809, and 79-610 shall be filed with the clerk, secretary, or other official whose duty it is to maintain the official records of the political subdivision, or the governing body of a political subdivision may provide that such claims may be filed with the duly constituted law department of such subdivision. It shall be the duty of the official with whom the claim is filed to present the claim to the governing body. All such claims shall be in writing and shall set forth the time and place of the occurrence giving rise to the claim and such other facts pertinent to the claim as are known to the claimant.

Date: July 24, 2021

Date and location of Incident: September 25, 2020 @ 2110 Avenue F, Scottsbluff, NE

Claimant Name: First Church of God Phone: 308-632-8724

Address: 2122 Ave F City: Scottsbluff State and Zip: NE 69361

City Department Contact: Kim Wright City Clerk

Narrative of what happened: In wee hours of Sept. 25, 2020, renters in 2106 Ave F AND 2110 Ave F observed a young man clad only in gym shorts squatting in the back yard of 2110 Ave F and a Scottsbluff Police Dept. Officer pointing a gun at him. The Patrol Cars and Paddy Wagon were parked in front of said properties mentioned above. In order to get the young man into the appropriate transfer vehicle, the chain link fence on the south side perpendicular to 2110 was taken down by SBPD personnel. In their haste to take care of the business at hand it was haphazardly put back. However it needs to be properly repaired to its condition prior to the forced entry.

Estimated amount of damages $ 150 (attach estimates)

Attachments: Photos: _____ Estimates: _____ Medical Bills: _____

Witnesses: Adyn White, Zach Vereemysse Contact Information: 308-641-3999 (occupant of 2110 at time of incident); 309-918-6777 (occupant of 2106 at time of incident)

Citizen insurance information: _____

Reported by (city staff): _____

Received Date: _____

Signature of Claimant(s): Sandra L Creek, Chmn. Executive Committee, First Church of God
308-631-1338

SUBMIT TO: KIM WRIGHT, CITY CLERK, CITY OF SCOTTSBLUFF
2525 CIRCLE DRIVE, SCOTTSBLUFF, NE 69361

G M SERVICES

2409 4TH AVENUE

SCOTTSBLUFF, NE 69361

AUGUST 16, 2021

FIRST CHURCH OF GOD

2122 AVENUE F

SCOTTSBLUFF, NE 69361

COST TO REPAIR FENCING AT 2110 AVENUE F, SCOTTSBLUFF, NE

LABOR & MATERIALS: $150.00

Gail Mackie

City of Scottsbluff, Nebraska
Monday, August 30, 2021
Regular Meeting

Item Public Inp1

Mayor to read the Proclamation naming September as Attendance Awareness Month.

Staff Contact: Kim Wright, City Clerk

Proclamation of September as Attendance Awareness Month

WHEREAS good attendance is essential to student achievement and graduation,

WHEREAS taking attendance daily is essential to identifying when students begin to miss too much school,

WHEREAS taking a positive problem-solving approach to reducing absenteeism requires expanding attendance data to include reviewing chronic absence, availability of working contact information for families, access to technology and positive relationships,

WHEREAS promoting attendance requires noticing - as soon as possible - when students are starting to miss too much school in order to engage students and families, identify and offer needed support and early intervention resources,

WHEREAS research conducted indicates that monitoring when students miss 10% of learning opportunities in a month, or multiple days in a week, can help to identify students and families as well as schools in need of outreach and additional support,

WHEREAS improving attendance and reducing absenteeism takes schools, families and community partners working together to identify and address barriers contributing to students missing school,

WHEREAS partnering with students and families to monitor attendance as well as understand and address barriers to attendance requires building and sustaining caring relationships and regular communications with families,

WHEREAS reducing absenteeism requires taking a public health approach that begins with prevention and early intervention, and adopting trauma-informed approaches rather than responding with punitive action,

WHEREAS the impact of absenteeism expands the achievement gap that separates students if they face systemic barriers to showing up

WHEREAS SBPS should diligently track, calculate and share the data on how many students are missing school, lack working contact information or are challenged by connectivity so that we can evaluate whether learning opportunities are accessible for all students and assess whether attendance supports are making a difference,

NOW, THEREFORE BE IT RESOLVED that **Scottsbluff Public Schools**, in partnership with the **City of Scottsbluff**, recognize September as "Attendance Awareness Month." We hereby commit to focusing on absenteeism and addressing the factors that cause students to miss school in order to ensure all children an equitable opportunity to learn, grow and thrive academically, emotionally and socially.

City of Scottsbluff, Nebraska

Monday, August 30, 2021

Regular Meeting

Item Public Inp2

Council to discuss and consider action on a Special Designated Liquor License for Granola Box and Marketplace Company to serve wine at the West Nebraska Arts Center, 106 E. 18th St., Scottsbluff, NE on September 25th from 4:00-8:00 p.m. for an art sale.

Staff Contact: Kim Wright, City Clerk

NEBRASKA LIQUOR CONTROL COMMISSION
PHONE: (402) 471-2571
Website: www.lcc.nebraska.gov

Special Designated License
Local Recommendation (Form 200)
Applications must be entered on the portal after local approval – no exceptions
Late applications are non-refundable and will be rejected

Granola Box and Marketplace Coffee Company

Retail Liquor License Name or *Non-Profit Organization (*Must include Form #201 as Page 2)

1344 Center Ave, Mitchell, NE 69357

Retail Liquor License Address or Non-Profit Business Address

123314

Retail License Number or Non-Profit Federal ID #

Consecutive Dates only
Event Date(s): 09/25/2021

Event Start Time(s): 4:00 p.m.

Event End Time(s): 8:00 p.m.

Alternate Date: _____

Alternate Location Building & Address: _____

Event Building Name: West Nebraska Arts Center

Event Street Address/City: 106 E. 18th Street, Scottsbluff, NE 69361

Indoor area to be licensed in length & width: 73.5 X 33

Outdoor area to be licensed in length & width: ____ X ____ **(Diagram Form #109 must be attached)**

Type of Event: Art Sale **Estimate # of attendees:** 150

Type of alcohol to be served: **Beer** ____ **Wine** X **Distilled Spirits** ____
(If not marked, you will not be able to serve this type of alcohol)

Event Contact Name: Mindy Petersen **Event Contact Phone Number:** 307-575-4984

Event Contact Email: granolabox@yahoo.com

***Signature Authorized Representative:** Mindy Petersen **Printed Name** Mindy Petersen

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

***Retail licensee – Must be signed by a member listed on permanent license**
***Non-Profit Organization – Must be signed by a Corporate Officer**

Local Governing Body completes below:

The local governing body for the City/Village of Scottsbluff **OR County of** _____ **approves the issuance of a Special Designated License as requested above.** **(Only one should be written above)**

_____ _____
Local Governing Body Authorized Signature **Date**

MEMORANDUM

TO: **Dustin Rief, City Manager**

FROM: **Kevin Spencer, Chief of Police**

CC: **Kim Wright, City Clerk**

DATE: **August 24, 2021**

RE: **Request for a Special Designated License (SDL) – West Nebraska Arts Center 106 E 18th St Scottsbluff, NE**

In regards to the West Nebraska Arts Center application for a Special Designated License; September 25, 2021, "Art Sale," there will be sufficient law enforcement officers on duty to handle regular patrol duties in the city and to respond to the Arts Center in the event of a need. I recommend approval given the fact that law enforcement has never been called to the Arts Center to address any issues during these types of events. As always, we would insist that management have adequate staff on hand to closely monitor the event and take steps to ensure minors do not drink.

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

Kevin E. Spencer
Chief of Police

City of Scottsbluff, Nebraska

Monday, August 30, 2021

Regular Meeting

Item Resolut.1

Council to consider an Ordinance adopting the budget statement to be termed the annual appropriation bill for FY 2021-2022.

Staff Contact: Liz Loutzenhiser, Finance Director

ORDINANCE NO. _____

AN ORDINANCE TO ADOPT THE BUDGET STATEMENT TO BE TERMED THE ANNUAL APPROPRIATION BILL; TO APPROPRIATE SUMS FOR NECESSARY EXPENSES AND LIABILITIES; TO PROVIDE FOR AN EFFECTIVE DATE AND TO PUBLISH IN PAMPHLET FORM.

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

1. That after complying with all procedures required by law, the budget presented and set forth in the budget statement is approved as the Annual Appropriation Bill for the fiscal year beginning October 1, 2021 through September 30, 2022. All sums of money contained in the budget statement are appropriated for the necessary expenses and liabilities of the City of Scottsbluff.

2. The Council determines that it is necessary to exceed the allowable growth for restricted funds for the next fiscal year by an additional one percent as permitted under §13-519 of the Nebraska statutes, and as approved by at least 75% of the Council.

3. A copy of the budget document shall be forwarded as provided by law to the Auditor of Public Accounts, State Capitol, Lincoln, Nebraska, and to the County Clerk of Scotts Bluff County, Nebraska, for use by the levying authority.

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

PASSED AND APPROVED on _____, 2021.

_____
Mayor

Attest:

_____
City Clerk (Seal)

Approved as to form:

_____
City Attorney

City of Scottsbluff, Nebraska

Monday, August 30, 2021

Regular Meeting

Item Resolut.2

Council to consider and first read the Ordinance updating utility user fees, including water and sewer fees, solid waste collection and surcharge for stormwater.

Staff Contact: Liz Loutzenhiser, Finance Director

ORDINANCE NO. _____

AN ORDINANCE OF THE CITY OF SCOTTSBLUFF AMENDING AND CHANGING THE SOLID WASTE COLLECTION FEES AT SECTIONS 6-6-23, 6-6-24, 6-6-26, 6-6-26.1AND 6-6-27; AMENDING AND CHANGING SEWER USER FEES INCLUDING SURCHARGE FOR STORMWATER REGULATORY REQUIREMENTS AT SECTIONS 6-6-19, 6-6-20, 6-6-22, AMENDING AND CHANGING THE WATER SERVICE FEES AT SECTION 6-6-28 ALL IN CHAPTER 6 ARTICLE 6 OF THE MUNICIPAL CODE, REPEALING PRIOR PROVISIONS OF THE MUNICIPAL CODE; PROVIDING FOR AN EFFECTIVE DATE AND PROVIDING FOR PUBLICATION IN PAMPHLET FORM.

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

Section 1. Section 6-6-19 of the Scottsbluff Municipal Code is amended to provide as follows:
"6-6-19. Minimum charge.
Each user shall pay a sewer service charge in the minimum amount of $47.14 which shall cover the first 10,000 gallons of water consumed by the user during the bimonthly billing period as determined in Chapter 18. Each user shall pay an additional charge of $3.49 per each 1,000 gallons of water consumed in excess of 10,000 gallons during the applicable billing period. Provided, however, wholesale users shall pay 92.5% of the charges provided in this paragraph.

The rates and fees provided for in this section shall be effective with respect to all connections, installations and billings after December 31, 2021."

Section 2. Section 6-6-20 of the Scottsbluff Municipal Code is amended to provide as follows:
"6-6-20. Private water supply.
With respect to users having a private water supply which is discharged into the City's sanitary sewer system, sewer service charges shall be calculated as follows:

(1) Commercial and industrial users shall meter their water supply at their expense and their sanitary sewer use charge shall be based on the quantity of water consumed on the premises from all sources.

(2) Single-family residential users within the city limits shall pay $57.70 per bimonthly period.

(3) Single-family residential users outside the city limits shall pay $96.60 per bimonthly period.

(4) Multi-family residential users shall pay $83.06 per dwelling unit per bimonthly period. The rates and fees provided for in this section shall be effective with respect to all connections, installations and billings after December 31, 2021."

Section 3. Section 6-6-22 of the Scottsbluff Municipal Code is amended to provide as follows:
"6-6-22. Surcharge.
(1) There will be a $4.00 per billing cycle surcharge fee to all residents of the city for stormwater regulatory requirements and the use, upkeep and maintenance of the city's stormwater collection system.
(2) Users who contribute wastewater the strength of which is greater than normal domestic sewage shall, in addition to the basic sewer charge, pay a surcharge equal to $0.58 per pound for the first ten thousand (10,000) pounds of excess B.O.D. per billing cycle (or up to the limit of their contract with the City), and a surcharge of $1.11 for all additional excess B.O.D. per billing cycle. A contribution of more than twelve thousand (12,000) pounds of excess B.O.D. per billing cycle, in the absence of a contract, shall subject the user to the sanctions and penalties provided in this Chapter. Users with a contract who exceed the limits of their contract may also be subject to the sanctions and penalties provided in this Chapter.
(3) Users who contribute wastewater the strength of which is greater than normal domestic sewage shall, in addition to the basic sewer charge, pay a surcharge equal to $0.06 per pound of excess suspended solids per billing cycle.
(4) The expression "per billing cycle" as used in this section means the period for which the sewer service charge is payable.

(5) The rates and fees provided in this section shall be effective with respect to connections, installations and billings after December 31, 2021."

Section 4. Section 6-6-23 of the Scottsbluff Municipal Code is amended to provide as follows:
"6-6-23. Residential.
The minimum bimonthly charges for collection and disposal service to residential units for solid waste and the single stream recycling program all of which is contained in approved containers shall be as follows, effective for all billings made after December 31, 2021:

One-family unit (including mobile homes with an individual water or sewer connection). $47.85

One-family two container unit (including mobile homes with an individual water or sewer connection). $109.44

The minimum requirement for one-family two container units is twelve months from the date of request for two container service.

Multifamily structures (including mobile home parks with a single water or sewer connection)

Bimonthly Rate Per Unit
2 to 4 units $47.85
5 to 6 units $43.00
7 to 10 units $40.63
11 to 16 units $38.24
17 to 39 units $35.79
40 to 59 units $33.39
60 or more units $31.09

Hotels, motels and rooming houses shall be considered as commercial establishments and shall pay charges based on the charges provided for institutional business, commercial and industrial establishments as provided in this Chapter. The charges for quantities or services which exceed those covered by the minimum charge shall be an amount equal to the reasonable cost of the service as determined by the City Manager or the designee of the City Manager.

The rates and fees provided in this section shall be effective with respect to usage for which billings are made after December 31, 2021."

Section 5. Section 6-6-24 of the Scottsbluff Municipal Code is amended to provide as follows:
"6-6-24. Institutional; business; commercial; industrial.
(a) The bimonthly charges for collection and disposal of solid waste of institutional, business, commercial and industrial establishments, and solid waste in required containers at construction sites, shall be based upon the number of approved containers collected per collection. Where an establishment has its own water or sewer connection, the fact that it shares a building with another establishment, or does not occupy the entire building, shall be of no significance. The charge per approved container per collection shall be as follows:

	Each time container is emptied	**Bimonthly minimum**
90 gallon	$12.37	$98.96
1.5 cubic yard	$16.50	$131.98
3.0 cubic yard	$31.39	$251.14

The rates and fees provided in this section shall be effective with respect to usage for which billings are made after December 31, 2021."

Section 6. Section 6-6-26 of the Scottsbluff Municipal Code is amended to provide as follows:
"6-6-26. Trees, brush, yard waste; disposition at City disposal sites.

Every person who shall dispose of trees, brush or yard waste at any disposal site of the City shall, effective October 1, 2021, pay the following fee:

Outside City Commercial/Non-residential yard waste and tree disposal
Inbound. . . . . $25 per ton

Outside City residential yard waste
Inbound. . . . . $5 per 450 lbs

Mulch
Outbound. . . . . $25 per ton

Compost
Outbound. . . . . $18 per ton

Provided, citizens of the City and commercial operators within the City may dispose of yard waste from the yard of a residence within the City at any of the City's disposal sites without charge. If the tree, brush or yard waste is generated through commercial activities, from a residential or non-residential site outside the City, then the above set forth charges will be applicable. Citizens or commercial operators within the City must have valid identification showing proof of residence inside the City or proof acceptable to the City the tree, brush or yard waste is from a residence within the City to obtain disposal without charge. For purposes of this section yard waste, brush and tree disposal shall mean grass clippings, brush, yard waste and tree material generated from a residence."

Section 7. Section 6-6-27.1 of the Scottsbluff Municipal Code is amended to provide as follows: **"6-6-26.1. Recyclable materials for Non-Residential Customers and Non-Recyclable equipment.** For residential non-electronic disposal single stream recycling please refer to section 6-6-23. Non-residential customers recycling electronic equipment and appliances please refer to the program specifics set forth below:

1. Customers recycling electronic waste including but not limited to: computer monitors, desk top and laptop computers, electronic mice, printers, fax machines, scanners, electronic typewriters, keyboards, computer speakers, servers, hard drives, television sets, VCR/DVD/Blue Ray players, home or auto stereo equipment, small electronics, gaming equipment and CFL light bulbs and florescent tubes brought in for disposal, shall be charged a fee of $.50 per pound for all electronic waste brought in for recycling.

2. For non-recyclable appliances and electronic equipment, every person including residential and non-residential customers, who shall dispose of an appliance or non-recyclable electronic equipment at any disposal site of the City shall pay a charge of $26.00 per item disposed.

3. The fee for the Gaylord (cardboard) containers shall be $20.60 per month.

4. The rates and fees provided in this section shall be effective after October 1, 2021."

Section 8. Section 6-6-27 of the Scottsbluff Municipal Code is amended to provide as follows:
"6-6-27. Special Collections and Additional Containers.
Upon request, the City may, but is not required to, make special collections of solid waste or deliver additional containers for residents having an event. When a special collection is made, the charges shall be as follows:

Residential 90 gallon roll-out trash container $12.37
Residential yard waste container..... $12.37
1.5 CY trash container $16.50
3.0 CY trash container $31.40
Each appliance $26.00

When notified of an event such as a picnic, fund raiser, craft fair, party, collection point for recycling or other non-routine event and an additional container is requested, the charges shall be as follows:

90 gallon - $12.37 rental fee per container and $12.37 for dump per container
1.5 CY - $16.50 rental fee per container and $16.50 for dump per container
3.0 CY - $31.40 rental fee per container and $31.40 for dump per container

The charges for the collection of other solid waste shall be based on volume as measured by the capacity of a standard ½ ton pickup truck. There shall be a minimum charge of $15.00. If the volume of solid waste as estimated by the representative of the Sanitation Department exceeds to capacity of a standard ½ ton pickup truck, the charge shall be $35.00 for each pickup load. The rates provided for shall become effective on midnight, December 31, 2021."

Section 9. Section 6-6-28 of the Scottsbluff Municipal Code is amended to provide as follows:

"6-6-28. Water service.

(1) Each user of the City water system located within the City limits shall pay charges based on bimonthly consumption as follows:

Gallons	Rate per Thousand Gallons
Up to 10,000	$2.571
10,001 to 20,000	$2.092
20,001 to 60,000	$2.085
60,001 to 100,000	$2.062
Over 100,000	$2.043

Consumption of any part of 1,000 gallons shall be considered as consumption of an entire 1,000 gallons for purposes of calculating consumption and the applicable rate(s).

(2) Each user of the City water system located within the City limits shall pay minimum bimonthly charges as follows:

Water Meter Size	Minimum Charge	Gallons
5/8" or 3/4"	$25.71	10,000
1"	$46.63	20,000
1Y2"	$88.30	40,000
2"	$119.56	55,000
3"	$191.73	90,000
4"	$293.94	140,000
6"	$416.37	200,000
8"	$620.27	300,000

Payment of the minimum charge shall constitute payment in full for any quantity of water not exceeding the amount shown in the "Gallons" column opposite the applicable "Minimum Charge." In the case of premises as to which the final date for connection of the plumbing has been deferred under section 22-1-8, there shall be a bimonthly charge for standby fire protection service of $6.00.

Each user of the City water system located outside of the City limits, except for whole sale water use provided by the City pursuant to the terms of an agreement, shall pay the following 1.5 times the minimum charges listed above. Provided, whole sale water use and sale shall be sold at an agreed upon amount as set by the City Council for charges outside the City limits.

The rates and fees provided for in this section shall be effective with respect to all connections, installations, and billings after December 31, 2021."

Section 10. Existing Sections 6-6-19, 6-6-20, 6-6-22, 6-6-23, 6-6-24, 6-6-26, 6-6-27 and 6-6-28, of the Scottsbluff Municipal Code are hereby repealed. This Ordinance shall not be construed to effect any cause of action, civil or criminal, existing or actions pending, at the time this Ordinance becomes effective.

Section 11. This Ordinance shall become effective upon its passage, approval as provided by law, and publication shall be in pamphlet form.

PASSED and APPROVED on _____ , 2021.

_____
Mayor

Attest:

_____
City Clerk (Seal)

Approved as to Form:

_____
Deputy City Attorney

City of Scottsbluff, Nebraska

Monday, August 30, 2021

Regular Meeting

Item Resolut.3

Council to consider Resolution to authorize the City Manager to sign closing documents for donation of real estate and authorize the Mayor to sign the Resolution.

Staff Contact: Dustin Rief, City Manager

RESOLUTION NO. _____

WHEREAS, the City of Scottsbluff has entered into a Real Estate Donation Agreement with Smith Land Company, LLC; and

WHEREAS, the Real Estate Donation Agreement has been signed and a closing is forthcoming.

NOW, THEREFORE, BE IT RESOLVED, by the Mayor and City Council of the City of Scottsbluff, Nebraska:

The City Council now delegates the City Manager authorization to sign any and all documents required for the closing in order for the City to complete the conveyance of real estate being donated by Smith Land Company, LLC. This authorization would include signing a HUD-1 Closing Statement and participating in the closing in order to complete the donation of real estate.

Passed and approved on this 30th day of August, 2021.

_____
Jeanne McKerrigan, Mayor

ATTEST:

_____
Kimberley Wright, City Clerk

City of Scottsbluff, Nebraska

Monday, August 30, 2021

Regular Meeting

Item Resolut.4

Council to consider Resolution approving the application for grant funds from the Recreational Trails Program and authorize the Mayor to sign the Resolution.

Staff Contact: Jordan Diedrich, Deputy Public Works Director

RESOLUTION NO. _____

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

WHEREAS, the City of Scottsbluff, Nebraska now proposes to apply for assistance from the Recreation Trails Program through the Federal Highway Administration Moving Ahead for Progress in the 21st Century Act. The purpose of applying for assistance is to provide recreational public trails and trail related developments along the Monument Valley Pathway to include trailheads and restrooms;

WHEREAS, the City of Scottsbluff, Nebraska has available the funds to finance the activity until reimbursed by the Recreational Trails Program, and the financial capability to operate, maintain, and manage the completed projects in a safe and attractive manner for public use; and,

WHEREAS, the proposed application and supporting documents were completed and will be considered public documents which will be reviewed and considered at a public meeting of the City of Scottsbluff, Nebraska;

NOW, THEREFORE, BE IT RESOLVED BY THE MAYOR AND THE CITY COUNCIL OF THE CITY OF SCOTTSBLUFF, NEBRASKA that the City of Scottsbluff, Nebraska, by and through its governing body, supports the Application and Program, has the required matching funds on hand to allocate to this Program and fully supports the Recreational Trails Program for the purposes of providing recreational public trails and trail related developments such as trailheads and improvements along the Monument Valley Pathway.

Passed and approved this 30th day of August, 2021.

_____

Jeanne McKerrigan, Mayor

ATTEST:

_____

Kimberley Wright, City Clerk

NEBRASKA GAME AND PARKS COMMISSION

RECREATIONAL TRAILS PROGRAM

GENERAL INFORMATION

Background
The Recreational Trails Program (RTP) provides funds to the states to develop and maintain recreational trails and trail-related facilities for both non-motorized and motorized recreational trail uses. This program is through the Federal Highway Administration (FHWA) Moving Ahead for Progress in the 21st Century Act (MAP-2). The program continues to be a 30-30-40 split, where 30% of funds go to motorized projects, 30% of funds go to non-motorized projects and the remaining 40% go to diversified projects, either motorized or non-motorized.

Program Intent
The purpose of financial assistance through RTP is to provide recreational public trails and trail-related development and restoration funding to political subdivisions in Nebraska. Private organizations, individuals, and corporations may assist the grant applicants on the project through their contributions of funding, but they CANNOT be the project sponsor or the financial pass-through. RTP is specifically to provide recreation trails, so transportation connections/commuter trails will be referred to Nebraska's Transportation Enhancement program.

Federal Share and Local Share
This is an 80/20 grant, where the federal share is 80% of the total allowable cost and the local matching share is 20%. The match may be derived from one or a combination of state, local, and sometimes federal or private funds. Cash, design engineering, environmental costs, and/or forced labor of political subdivisions are allowed as part of the local matching share. Project sponsors will be required to document the costs prior to obtaining reimbursement. At a minimum, **5%** of the match must be in cash. Volunteer labor does not count as part of the local match. Grant funds will only be awarded to sponsors who have the local match on hand at the application due date so the project can be completed in a timely manner. **You must provide a letter of commitment from the Chief Financial Officer that the sponsor has the required match on hand and allocated to this project. If the cash funds will be derived from individual organizations or foundations, please provide a letter of commitment from those that these funds are on hand to donate to the project when needed by the sponsor.** Forced account labor and equipment usage must also be documented. See page 5 of this application for more information.

FHWA has changed RTP regulations to allow local political subdivisions the ability to use design engineering, environmental costs such as wetland mitigation, cultural surveys, appraisals…etc. as part of the local match. A sponsor may only use costs incurred 18 months or less out from the date of authorization from FHWA. See ranking sheet for amount of points received for local match. Those that provide a higher percent cash match greater than 20%, receive more points when being ranked by the Committee.

Reimbursement of RTP Grant Funds
RTP is a reimbursement program, which means the grant sponsor first incurs the cost for the project and then is reimbursed up to 80% of the allowable costs or whatever percentage is in the signed contract between the political subdivision and NGPC. If political entity cannot afford to incur ALL costs of the project with a reimbursement turnaround of 45-60 days, it is recommended that they do not apply for RTP funds or modify the project to what they can afford.

All project business must be coordinated through the grant sponsor and payments to vendors for project items issued through the sponsor's regular checking account. NGPC will reimburse sponsors after major items have been completed. All requests must be substantial enough to warrant the paperwork process. Indirect cost rates (see 2 CFR Part 200) are not allowed to be charged to the project. **Reimbursement will not be permitted for costs incurred PRIOR (besides approved matching elements) to the date of federal approval. Grant staff will inform grant sponsors at the appropriate time when to proceed on the various stages of the project. DO NOT PROCEED WITH ANY PLANS AND/OR CONSTRUCTION UNLESS APPROVED BY GRANT STAFF FIRST IN WRITING OR BY E-MAIL.**

Assured Access to Funds and Diversified Trail Use
Program funds must be allocated in compliance with the RTP 30%-30%-40% minimums as an assurance of access to the funds for all potential trail uses. Not less than 30% for non-motorized projects such as hiking or biking trails; not less than 30% for motorized projects such as snowmobiles, 4-wheel drive or motorcycle trails; and not less than 40% for diversified projects, including combination of motorized and/or non-motorized projects.

Project Eligibility - Permissible uses
Projects must fall under the following categories to be eligible for funding:

- Maintenance and restoration of existing trails
- Development and rehabilitation of trailside and trailhead facilities and trial linkages
- Purchase and lease of trail construction and maintenance equipment
- Construction of new trails (with restriction for new trails on Federal lands)
- Acquisition of easements or property for trails
- Assessment of trail conditions for accessibility and maintenance

Assurance that the landowner is a willing seller will be part of the required documentation if acquiring land or an easement on land and must follow federal guidelines for acquisition. Non-motorized trails must be, at minimum, eight feet wide unless the application is for connector trails that connect two or more existing trails. See policies, page 5 on minimum width of trails.

Minimum/Maximum Grant Levels
The RTP Committee has set a limit on the amount of funding a political subdivision can receive. The minimum grant requirement is $50,000 and the maximum grant amount that can be requested is $250,000 for projects. The minimum or maximum grant amount request can be waived for applications if requested via letter, which includes justification as to why they are requesting the waiver. The Committee will determine if the waiver request is justifiable.

Planning Requirements
Proper planning ensures that trail objectives will be met and guarantees there are adequate funds to complete the project. Seek advice from experts, consult with landscape architects, architects (if buildings are involved), engineers, your attorney, volunteers, users, NGPC staff, and others and then develop a project scope and a work plan. Experience has shown that well thought out projects will prevent problems that later could delay or possibly cause the project to be withdrawn. NGPC is willing to review applications prior to the deadline and give recommendations on how to improve the application. **NGPC must receive the application at least 4 weeks prior to the deadline for time to review and get back to the political sponsor for additions and/or corrections by the sponsor.**

Nebraska Recreational Trails Program Committee
The RTP grant requires the establishment of an advisory committee before Nebraska may allocate funds for any project. Nebraska's committee consists of members who represent both non-motorized and motorized recreational trail uses. Other advisory members include the representative from FHWA assigned to manage Nebraska's RTP projects, a representative from

The State Historical Society, and a representative from Nebraska Tourism Commission. The committee normally meets twice a year; once to rank the applications received and once to make policy and application changes.

Design, Construction, Signage, and Accessibility Criteria
Preliminary engineering costs for initial project planning proposes can and should be used as match for the project (as long as included in the cost estimate). Design and construction standards should meet the American Association of State Highway and Transportation Officials (AASHTO) trail standards as published in the Guide for the Development of Bicycle Facilities as a development guide for non-motorized trails. The guide can be purchased from: AASHTO, 444 North Capitol St, NW, Suite 225, Washington, D.C. 20001. Specific disability accessibility technical standards have been finalized for recreational trails by the U.S. Architectural and Transportation Barriers Compliance Board (the Access Board), sponsors have statutory responsibilities to provide opportunities for people with disabilities. Project elements, where possible, should be provided in accord with current standards that are contained in the Americans with Disabilities Act Accessibility Guidelines (ADAAG) or in the Uniform Federal Access Standards (UFAS).

Signs and other traffic control devices must conform with the Manual on Uniform Traffic Control Devices (MUTCD) and Standard Highway Signs (these standards allow some smaller dimensions for signs on trails). These documents are available for purchase from the Superintendent of Documents, U.S. Government Printing Office, Washington, DC 20402. Signage for Motorized Trails will conform to the United States Forest Service's December 2005 EM 7100-15, Sign and Poster Guide for the US Forest Service (Chapters 5, 7, 9, 10, 11 & 12). Motorized trail design should follow the recommendations of "Park Guidelines for OHVs" by George Fogg, "Management Guidelines for OHV Recreation" by Tom M. Crimmins, and/or the "Trail Planning, Design & Development Guidelines" by the Minnesota Department of Natural Resources and/or federal agency design guidelines. Contact NGPC for more information on these guidelines.

Environmental Requirements
Generally, a sponsor's trail project will not have to comply with all of the requirements of the National Environmental Protection Act (NEPA) because most projects will qualify as a Categorical Exclusion (CE). Nevertheless **all** projects will be reviewed by both FHWA and NGPC staffs to ensure there will be no significant impacts on the environment. Included in the application is a short environmental form that must be completed and signed by the political subdivision. NGPC will then review the form and if funded, the sponsor will go through a more intensive form about the project. Additional reviews will need to take place by other state and federal agencies, so plan accordingly. The costs of the environmental reviews can and should be used as match for the project (as long as included in the cost estimate).

Projects in Partnership with Federal Agencies
RTP funds can be used on federal lands, and any federal land management agency may be a project sponsor. However, the non-federal share cannot include other federal funds, unless specific legislation allows the other federal funds to be used for a match. At least 5% of the 20% match must come from a partner to the Federal agency as cash. The remaining 15% can come from other "identified and approved" sources. Contact NGPC for more details.

Project Administration
Once a project sponsor has been contacted by NGPC regarding the success of the application, a grant administration training session will occur prior to the sponsor starting on the project. It is required that a sponsor goes through training prior to signing any agreement with NGPC. NGPC

staff will inform grant recipients when to initiate the required processes so that the project can flow in a logical manner and comply with all applicable state and federal laws, rules and regulations. The grant recipient should call NGPC staff any time there is a question on how to proceed with a project phase. The grant recipient should assign a staff member to administer the project who will have a good working knowledge of the project and with whom NGPC staff can make day-to-day contact as the need arises. We recommend only one person administer the grant on behalf of the recipient to alleviate miscommunications. If there is a need on the project sponsor's side to have more than one person involved, NGPC requests that these individuals coordinate with one another and have only one person as the liaison to NGPC to alleviate any miscommunication between parties.

Project Deadline
From the date of authorization of funds from Federal Highway Administration and contracts have been signed between NGPC and the Project Sponsor, the project will have two years to complete the project. Extension(s) may be granted, **IF** requested in writing 30 days prior to the deadline set in the **contract**. However, recent changes to federal Grant Implementation Guidance requires a set deadline in the federal Funding Request that may be different than the contract deadline but, once established, cannot be changed.

Donations
Forced Account Labor and Equipment
The NGPC staff will require the political subdivision to provide the appropriate forms to track forced account labor and equipment. Forced account refers to the grant sponsor's labor force and to sponsor-owned equipment. The allowable rate that may be charged to the project is the hourly or salaried rate he/she earns in the normal course of their employment. The wages include benefits but do not include overhead and indirect costs. The sponsor will provide a wage schedule of all employees working on the trail in the application, along with the estimated hours it will take to complete the tasks. Equipment may be charged to a project at the rate charged for similar work within the applicant(s) jurisdiction through NDOR. The sponsor must contact NDOR to provide the **FHWA rates** and NDOR's response must be included in the application, along with the estimated hours of use of the equipment. FEMA rates are not acceptable for the equipment. DO NOT rely on estimates from your engineers on equipment costs; the only acceptable rate is from NDOR. Donated land and/or easements are acceptable as part of the local match once a federal appraisal and review have been completed at the cost of the political subdivision. Contact NGPC staff for questions and assistance.

Land Acquisition
Land may be acquired **only** on a willing seller/willing buyer basis. *You may not, at application time, negotiate a price for the land with a landowner; you may only inquire if the land is for sale*. Later, at the direction of the NGPC staff, an appraisal report will be required utilizing the Uniform Standards of Professional Appraisal Practice and to the extent appropriate the Uniform Appraisal Standards for Federal Land Acquisitions, revised 1992. A general certified appraiser of Nebraska must complete the report. The project sponsor will be required to comply with the Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970, P. L. 91-646, as amended, 42 U.S.C. ss 4601, et seq. and comply with 49 CFR Part 24, regarding appraisals. During the acquisition process, NGPC staff will provide guidance when and as needed. The sponsor will also be responsible for an appraisal review by a qualified General Certified Appraiser of Nebraska. See pages 7-9 of the policies for more information and guidance for this process. The appraisal is a cost that is reimbursable or can be used as part of the local match. This type of project will require more time for set up due to the appraisal and review period. Please expect the project to take at least **6 more months** than originally figured to deal with the appraisal process.

Easements
If the trail project requires an easement and the cost of acquiring the easement is not being requested for reimbursement, the easement paperwork should be included in the application. If the easement is a donation and is part of the local match for the application, the proper paperwork along with a federal appraisal and appraisal review meeting federal requirements MUST be completed prior to development. To determine the "Value of land" for the match, the sponsor will have to coordinate with its sources to provide a value. If this value is determined to be less than what was stated in the application, the sponsor will provide additional matching funds in the form of cash. If the easement is a donation then you must submit forms showing the owner was advised of their right to receive just compensation and follow NDOR's Right-of-Way Acquisition Guide for Local Public Agencies, see page 8 of the policies for more information. These must accompany the application or be provided to NGPC within 3 months of receiving notification of approval of the grant. If the easement is a part of the request for reimbursement of the project, the applicant must provide a "Letter of Intent" from the landowner for the land in question. The paperwork and appraisal may be completed after the Nebraska Game and Parks Commission Board of Commissioners approve the project and NGPC has provided a letter stating the project can move forward with the appraisal process. If an applicant is unsure of how to proceed in this or has questions, they are encouraged to contact NGPC staff.

Maintenance Plan
In recent years, maintenance of trails has become an issue of concern. Therefore, it has been decided to REQUIRE that a project sponsor include a maintenance plan with the RTP application. The maintenance plan shall include on an annual basis, cost estimates of routine maintenance (fencing, repairs to surface, spraying for weeds, mowing, replacement of signage, snow removal…etc.), a maintenance schedule for the care of the project, what type of labor will be used to maintain the trail (Adopt-a-trail volunteer programs are highly recommended), and how the sponsor plans to pay for the maintenance during the life of the project (25 years for non-motorized, 10 years for motorized). If this maintenance plan is not included within the narrative of the application, the application will be ranked lower than other applications.

Progress Reports
Each project sponsor will be required to provide NGPC with progress reports regarding the progress of the project. These reports will be due every quarter after the contract has been signed between NGPC and the sponsor. This information will be covered in the training after notification of award. The project sponsor is responsible for supplying NGPC with the report **without** NGPC having to request the form, except for the first report. NGPC will remind sponsors for the first report, but no reminders will be sent after the initial report. If a sponsor misses more than two reports in a row, they will be subject to reduced funding or potentially lose all funding for the project.

City of SCOTTSBLUFF
A Place of Opportunity

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

August 25, 2021

Recreational Trails Program
NE Game & Parks Commission
2200 N. 33rd Street
Lincoln, NE 68503

RE: City of Scottsbluff, Nebraska

Dear Program Staff;

This letter confirms the City of Scottsbluff's financial commitment for the Recreational Trail Program. Should this project be funded by the Recreational Trails Program, we will provide a local match for the project. Our portion of the match will be up to $62,500 (depending on the potential amount awarded) and we have the funding available to provide this match.

Over the past decade the City of Scottsbluff and the State of Nebraska have worked together to construct a pedestrian bridge over Highway 26 and approximately 7 miles of paved pathway within the city limits of Scottsbluff. The proposed trailheads and restroom additions to the pathway corridor will enhance the useability of the trail and provide necessary amenities to its users.

Sincerely,

Elizabeth A. Loutzenhiser

Elizabeth A. Loutzenhiser, CPA, MBA
Director of Finance

Recreational Trail Program Grant

Men-Family-Women Restrooms Northwood Park

City of SCOTTSBLUFF
A Place of Opportunity

Approximate Longitude and Latitude of Feature:
103.674° W, 41.878° N

N
W E
S

Recreational Trail Program Grant

Unisex Restrooms Westmoor Park

City of SCOTTSBLUFF
A Place of Opportunity

Approximate Longitude and Latitude of Feature:
103.677° W, 41.866° N

N
W E
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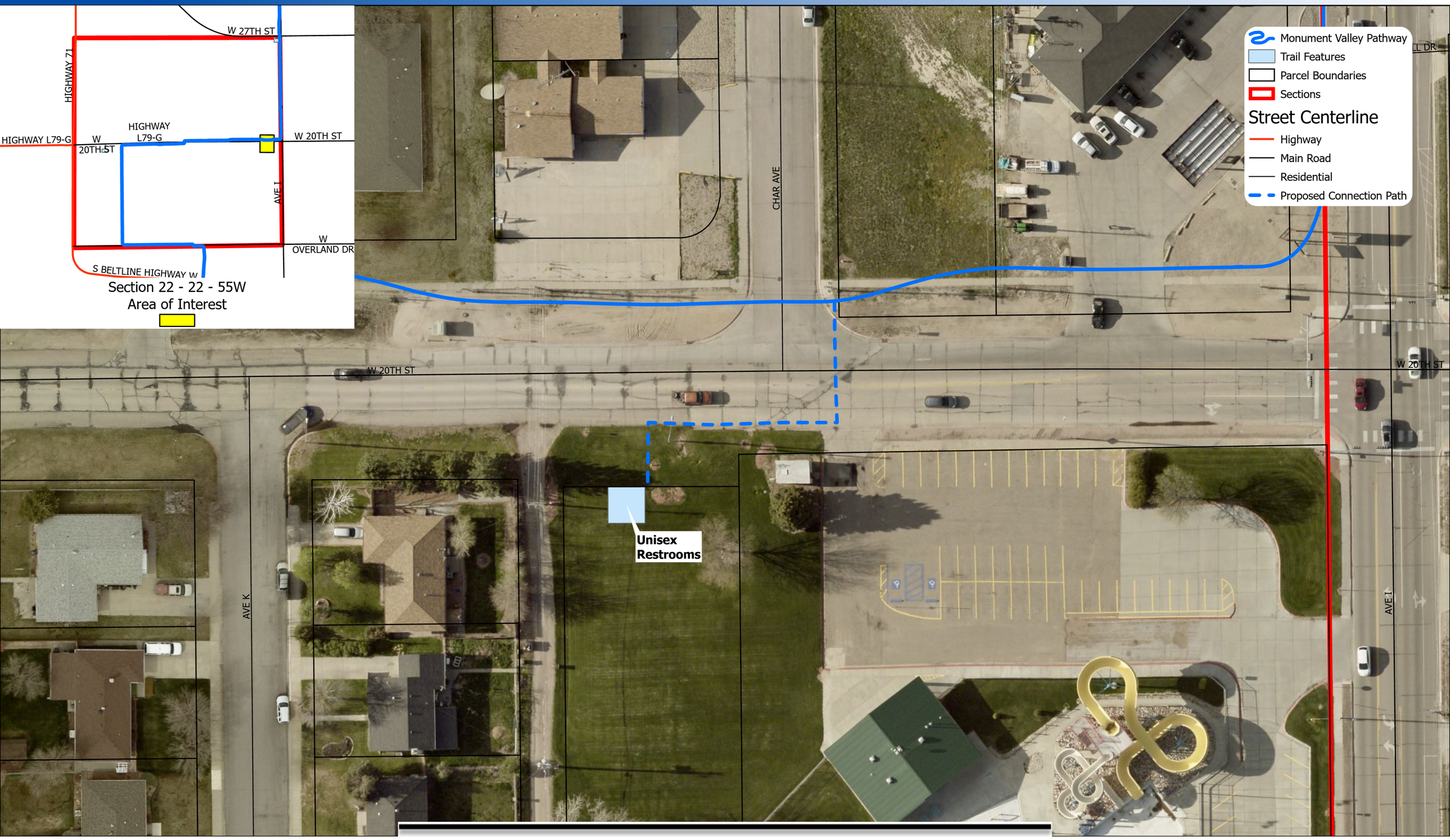
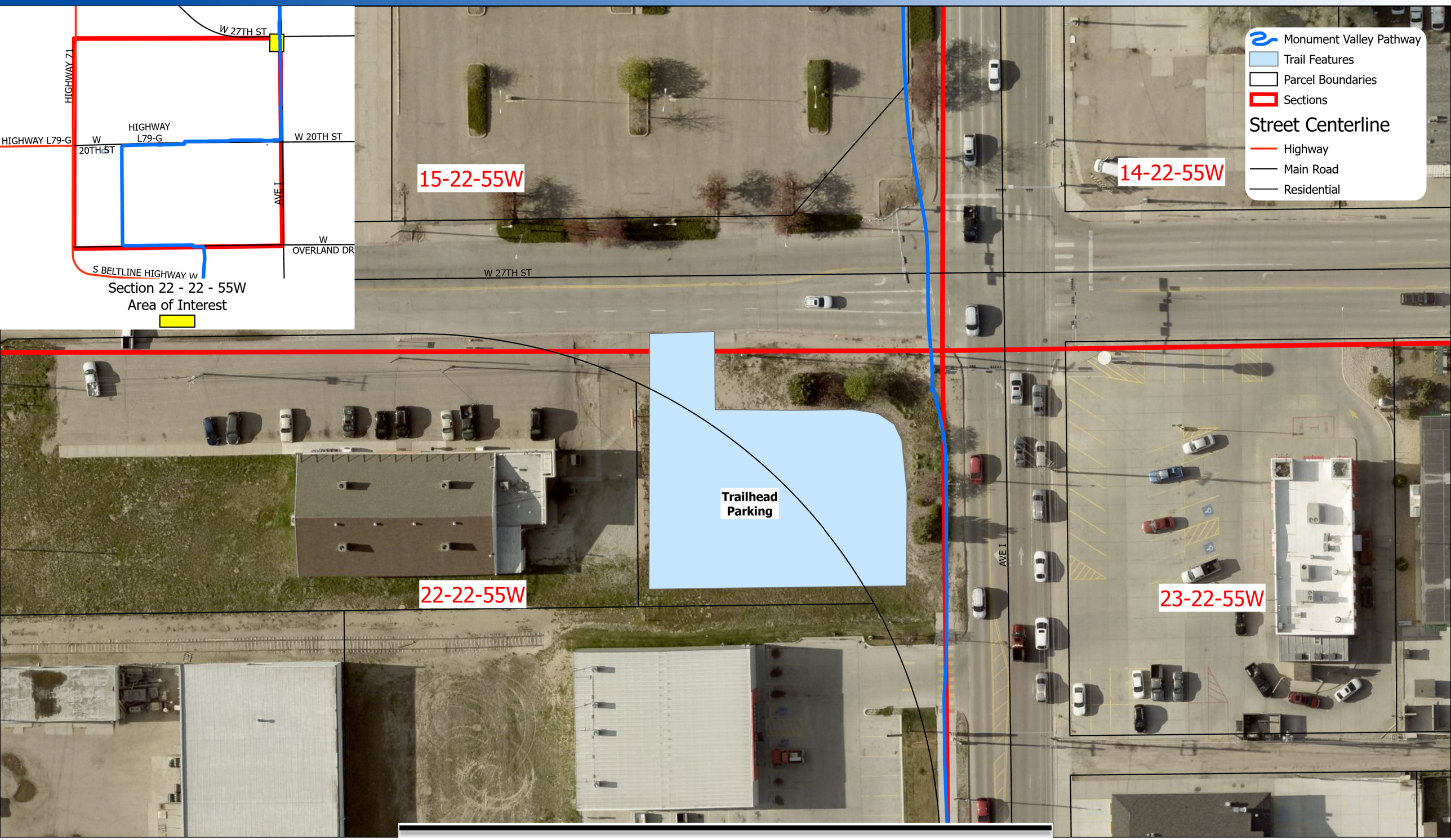


Recreational Trail Program Grant

Trailhead Parking 27th & Ave I

Approximate Longitude and Latitude of Feature:
103.676° W, 41.873° N



Recreational Trail Program Grant

Trailhead W 20th & Ave V - Ave X

Approximate Longitude and Latitude of Feature:
103.692° W, 41.866° N

City of SCOTTSBLUFF

Federal Highway Administration

Recreational Trails Program

September 2021

MONUMENT VALLEY PATHWAY

7.1 mile pathway that connects the YMCA to Riverside Park. The most recent extension on the system connects Riverside Park to Scottsbluff High School and Western Nebraska Community College. Existing routes also connect to Terrytown, Gering and the Scotts Bluff National Monument.

TRAILHEADS

2

Addition of two trailheads along the Monument Valley Pathway to improve equitable access to both residents and visitors. One trailhead located at the corner of 27th Street and Avenue I (below) and the other located on 20th Street between Aveune V and Avenue X (right).

TRAIL DEVELOPMENT

The City of Scottsbluff recognizes the importance of constant and continual improvements to our parks system by increasing access and adding facilities that promote a healthy lifestyle and provide safe places for activities to residents and visitors.

RESTROOMS

2

Addition of two restrooms along the Monument Valley Pathway to add accessible facilities to both residents and visitors. One restroom located at Northwood Park (right) and the other located at Westmoor Park (far right).

City of Scottsbluff, Nebraska

Monday, August 30, 2021

Regular Meeting

Item Resolut.5

Council to consider the 2021-2022 Pay Resolution and authorize the Mayor to sign the Resolution.

Staff Contact: Jana Bode, HR Director

RESOLUTION NO. 21-08-04

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

1. That the following Pay Plan for officers and employees of the City of Scottsbluff, Nebraska employed in Classified Positions be approved August 30, 2021 and effective September 27, 2021.

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

Grade	A	B	C	D	E	L1	L2
2	$9.45	$9.92	$10.42	$10.94	$11.50	$12.07	$12.67
3	$9.92	$10.42	$10.94	$11.50	$12.07	$12.67	$13.31
4	$10.42	$10.94	$11.50	$12.07	$12.67	$13.31	$13.97
5	$10.94	$11.50	$12.07	$12.67	$13.31	$13.97	$14.68
6	$11.50	$12.07	$12.67	$13.31	$13.97	$14.68	$15.41
7	$12.07	$12.67	$13.31	$13.97	$14.68	$15.41	$16.19
8	$12.67	$13.31	$13.97	$14.68	$15.41	$16.19	$16.99
9	$13.31	$13.97	$14.68	$15.41	$16.19	$16.99	$17.84
10	$13.97	$14.68	$15.41	$16.19	$16.99	$17.84	$18.73
11	$14.68	$15.41	$16.19	$16.99	$17.84	$18.73	$19.67
12	$15.41	$16.19	$16.99	$17.84	$18.73	$19.67	$20.66
13	$16.19	$16.99	$17.84	$18.73	$19.67	$20.66	$21.69
14	$16.99	$17.84	$18.73	$19.67	$20.66	$21.69	$22.77
15	$17.84	$18.73	$19.67	$20.66	$21.69	$22.77	$23.90
16	$18.73	$19.67	$20.66	$21.69	$22.77	$23.90	$25.09
17	$19.67	$20.66	$21.69	$22.77	$23.90	$25.09	$26.36
18	$20.66	$21.69	$22.77	$23.90	$25.09	$26.36	$27.66
19	$21.69	$22.77	$23.90	$25.09	$26.36	$27.66	$29.05
20	$22.77	$23.90	$25.09	$26.36	$27.66	$29.05	$30.50

BI-WEEKLY RATES - EXEMPT EMPLOYEES

Grade	A	B	C	D	E	L1	L2
18	$1,648.83	$1,731.28	$1,817.84	$1,908.73	$2,004.17	$2,104.37	$2,209.60
19	$1,731.28	$1,817.84	$1,908.73	$2,004.17	$2,104.37	$2,209.60	$2,320.08
20	$1,817.84	$1,908.73	$2,004.17	$2,104.37	$2,209.60	$2,320.08	$2,436.08
21	$1,908.73	$2,004.17	$2,104.37	$2,209.60	$2,320.08	$2,436.08	$2,557.88
22	$2,004.17	$2,104.37	$2,209.60	$2,320.08	$2,436.08	$2,557.88	$2,685.78
23	$2,104.37	$2,209.60	$2,320.08	$2,436.08	$2,557.88	$2,685.78	$2,820.07
24	$2,209.60	$2,320.08	$2,436.08	$2,557.88	$2,685.78	$2,820.07	$2,961.07
25	$2,320.08	$2,436.08	$2,557.88	$2,685.78	$2,820.07	$2,961.07	$3,109.12
26	$2,436.08	$2,557.88	$2,685.78	$2,820.07	$2,961.07	$3,109.12	$3,264.58
27	$2,557.88	$2,685.78	$2,820.07	$2,961.07	$3,109.12	$3,264.58	$3,427.79
28	$2,685.78	$2,820.07	$2,961.07	$3,109.12	$3,264.58	$3,427.79	$3,599.19
29	$2,820.07	$2,961.07	$3,109.12	$3,264.58	$3,427.79	$3,599.19	$3,779.15
30	$2,961.07	$3,109.12	$3,264.58	$3,427.79	$3,599.19	$3,779.15	$3,968.11
31	$3,109.12	$3,264.58	$3,427.79	$3,599.19	$3,779.15	$3,968.11	$4,166.51

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

HOURLY POSITIONS - GENERAL EMPLOYEES ONLY

Grade	Class Titles	Grade	Class Titles
7	Library Technician	**14**	Compliance Officer
7	Waterpark Manager	**15**	Crew Leader
9	Building & Grounds Custodian	**18**	Utilities Administrative Coordinator
10	Library Assistant	**18**	Account Clerk - Finance
11	Record Technician	**18**	Admin. Assist. - Police Department
12	Administrative Services Assistant	**18**	Cemetery Supervisor
12	Administrative Records Technician	**20**	Fire Prevention Officer
13	Administrative Assistant	**20**	Code Administrator I
13	Maintenance Worker – Parks, Cemetery	**20**	Payroll Clerk/Benefit Administrator

EXEMPT POSITIONS

Professional, Administrative and Executive

Grade	Class Titles	Grade	Class Titles
18	Librarian	**24**	Park Supervisor
20	GIS Analyst	**26**	Deputy Director of Finance
22	Transportation Supervisor	**26**	Deputy Director of Public Works
22	Water System Supervisor	**27**	Director of Economic Development
22	Wastewater Plant Supervisor	**27**	Police Captain
22	Environmental Services Supervisor	**27**	Director of Human Resources
22	Code Administrator II	**29**	Director of Public Works
23	Small Business Outreach Public Relations Coordin	**29**	Fire Chief
23	Planning Administrator	**30**	Police Chief
24	City Clerk/Risk Manager	**31**	Director of Finance
24	Library Director		

3. That the following pay schedule for officers and employees in Unclassified Positions of the City is approved August 30, 2021 and effective September 27, 2021.

Seasonal and Part-Time Hourly Rates

Class Title	Hourly Pay Schedule						
	1	2	3	4	5	6	7
School Crossing Guard	$9.40	$9.90	$10.40	$10.60	$10.80	$11.00	$11.20
Library Page	$9.40	$9.90	$10.40	$10.60	$10.80	$11.00	$11.20
Laborer	$9.40	$9.90	$10.40	$10.60	$10.80	$11.00	$11.20
Field Mt. Grdskpr	$9.80	$10.30	$10.80	$11.00	$11.20	$11.40	$11.60
Lifeguard*	$9.80	$10.30	$10.80	$11.00	$11.20	$11.40	$11.60

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

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

4. The Pay Schedule for the positions of Firefighters, Fire Lieutenants and Fire Captains working a 56 hour week shall be the schedule approved in a Resolution adopted by the Mayor and City Council on August 30, 2021 and effective September 27, 2021.

Class Title	Hourly Pay Schedule (56 Hour Week)							
	1	2	3	4	5	6	7	8
Firefighter	$15.02	$15.78	$16.56	$17.39	$18.26	$19.18	$20.13	$21.14
Fire Lieutenant	$17.27	$18.15	$19.03	$19.99	$21.00	$22.05	$23.15	$24.32
Fire Captain	$19.46	$20.43	$21.45	$22.53	$23.65	$24.84	$26.08	$27.39

5. That the Pay Schedule for the position of Patrol Officer, Corporal and Police Sergeant shall be the Schedule approved in a resolution approved by the Mayor and City Council on August 30, 2021 and effective September 27, 2021.

Class Title	Hourly Pay Schedule							
	1	2	3	4	5	6	7	8
Patrol Officer	$21.08	$22.14	$23.26	$24.41	$25.64	$26.92	$28.26	$29.67
Police Corporal	$22.85	$24.00	$25.20	$26.46	$27.77	$29.17	$30.63	$32.16
Police Sergeant	$25.20	$26.46	$27.77	$29.17	$30.63	$32.16	$33.77	$35.46

6. That the following Pay Schedule for the above listed IBEW eligible positions of the City of Scottsbluff, Nebraska employed in Classified Positions be approved August 30, 2021 and Effective September 27, 2021.

Pay Schedule - IBEW Eligible Employees Only Hourly Rates (Based on 40 hour work week)

Class Title	Hourly Pay Schedule							
	A	B	C	D	E	L1	L2	L3
Transportation Motor Equip Opr	$15.57	$16.35	$17.16	$18.02	$18.93	$19.87	$20.87	$21.91
Transportation Heavy Equip Opr	$16.92	$17.77	$18.65	$19.58	$20.56	$21.59	$22.68	$23.81
Transportation Traffic Control Tech	$17.16	$18.02	$18.93	$19.87	$20.87	$21.91	$23.00	$24.16
Environmental Svcs Solid Waste Opr	$16.67	$17.51	$18.38	$19.30	$20.27	$21.28	$22.34	$23.46
Wastewater Maintenance Worker	$16.24	$17.06	$17.91	$18.81	$19.75	$20.74	$21.77	$22.86
Wastewater Plant Operator I	$16.35	$17.16	$18.02	$18.92	$19.87	$20.86	$21.90	$23.00
Wastewater Plant Operator II	$18.92	$19.87	$20.86	$21.90	$22.99	$24.15	$25.35	$26.62
Compost Facility Opr II	$18.92	$19.87	$20.86	$21.90	$22.99	$24.15	$25.35	$26.62
Compost Facility Maintenance Worker	$16.24	$17.06	$17.91	$18.81	$19.75	$20.74	$21.77	$22.86
Stormwater Program Specialist	$21.34	$22.41	$23.41	$24.44	$25.48	$26.52	$28.59	$30.02
Water Maintenance Worker	$16.24	$17.06	$17.91	$18.81	$19.75	$20.74	$21.77	$22.86
Water System Operator I	$17.00	$17.85	$18.75	$19.67	$20.67	$21.70	$22.78	$23.92
Water System Operator II	$19.60	$20.58	$21.61	$22.70	$23.83	$25.01	$26.27	$27.59
Water Construction Location Spec	$19.60	$20.58	$21.61	$22.70	$23.83	$25.01	$26.27	$27.59
Environmental Svcs Mechanic	$20.03	$21.03	$22.08	$23.19	$24.35	$25.57	$26.84	$28.19
Transportation Mechanic	$20.03	$21.03	$22.08	$23.19	$24.35	$25.57	$26.84	$28.19

7. Resolution No. 20-09-05 and all other resolutions in conflict with this resolution are repealed.

Passed and approved this 30th day of August, 2021.

_____

Mayor

ATTEST:

_____

City Clerk

City of Scottsbluff, Nebraska

Monday, August 30, 2021

Regular Meeting

Item Reports1

Council to discuss and consider action on the Second Amendment to the Economic Development Assistance Agreement for McKiney Manufacturing and Sales, LLC.

Staff Contact: Starr Lehl, Economic Development Director

Second Amendment to the
Economic Development Assistance Agreement

This "Second Amendment" to the Economic Development Assistance Agreement (the "Agreement") is made Effective May 1, 2021 and is by and between the City of Scottsbluff, Nebraska (the "City") and McKiney Manufacturing and Sales, LLC, a Nebraska limited liability company (the "Applicant").

RECITALS:

a. The City and the Applicant are parties to the Agreement dated December 2, 2019. The Agreement was made under the Economic Development Program of the City (the "Program").

b. Effective April 1, 2020, the City and the Applicant are parties to an "Amendment to the Economic Development Assistance Agreement" (the "Amendment"). The Amendment modified the terms and conditions of the Agreement for purposes of address the economic down-turn related to the COVID-19 pandemic. Pursuant to the Amendment, the Applicant executed an Amended and Restated Note (the "Note") dated April 1, 2020.

c. Following the Amendment, the Applicant has requested an extension of payment due under the Note, in order to address a business down-turn related to loss of whole contracts for oil and gas customers. The Applicant is in the process of identify new industries and retrofitting its operations for new product lines, and the Applicant has requested that monthly payment due under the Note be extended during that time.

d. The Applicant's request has been presented to the Program's Application Review Committee (the "Committee"), and the Committee has recommended approval of the extension request. Accordingly, the parties enter into this Second Amendment under the following terms and conditions:

SECOND AMENDMENT:

1. Extension of Payments: The "Assistance" obligations as defined in paragraph 2.d of the Agreement modified in paragraph 1 of the Amendment, are hereby amended as follows:

a. The balance of the Note owed on April 1, 2020 shall become payable in 118 monthly installments of principal and interest, payable under a Second Amended and Restated Note, carrying interest at the rate set forth in the Note. Interest on the Note is waived from April 1, 2020 to June 30, 2020. The first monthly payment due under the Second Amended and Restated Note shall be due and payable on October 1, 2020, and shall continue until May 1, 2021, at which time monthly payments shall be extended and not due again until August 1, 2022 following the May 1, 2021 payment. After the August 1, 2022 payment, the remaining 109 monthly payments shall be due on the first month thereafter until

paid in full. Job credits will continue to be applied to the Second Amended and Restated Note.

2. Modified Non-Forgivable Note: The terms, conditions, and obligations of the Note effective April 1, 2020 shall be incorporated into a Second 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. 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 Second Amendment. The "Term" of the Agreement shall mean the same as set forth in the Agreement.

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

City of Scottsbluff, Nebraska	McKiney Manufacturing and Sales, LLC
By: _____	By: _____
Dustin Rief Program Administrator	Roger McKiney, Member

City of Scottsbluff, Nebraska

Monday, August 30, 2021

Regular Meeting

Item Reports2

Council to discuss and consider action on the Scotts Bluff County KENO Remote Location Operation Agreement and authorize the Mayor to sign the Agreement.

Staff Contact: Dustin Rief, City Manager

SCOTTS BLUFF COUNTY KENO

REMOTE LOCATION OPERATION AGREEMENT

Parties:

This Agreement made and entered into this 2nd day of August, 2021, by and between Scotts Bluff County, Nebraska, a political subdivision of the State of Nebraska, hereinafter referred to as OPERATOR, and the City of Scottsbluff, Nebraska, a political subdivision of the State of Nebraska, hereinafter referred to as CITY.

Term:

The term of this Agreement shall be for three (3) years from the above date.

Equipment:

OPERATOR shall provide all equipment necessary for the operation of any keno lottery game operated within the CITY corporate limits. CITY is not required to participate in any way to receive the agreed contribution of proceeds.

Proceeds:

OPERATOR agrees to contribute to CITY one percent (1%) of the gross proceeds from OPERATOR' S main facility located at 1001 Avenue I, Scottsbluff, and five percent (5%) of the gross proceeds of each of the following satellite keno operations within the city corporate limits located at Rack' s Wine & Spirits , 1402 East 20th Street, Scottsbluff, Nebraska 69361, Goonie' s Sports Bar & Grill located at 1802 E 20th Place, Scottsbluff NE 69361 and 16th Empire, 1605 Avenue A, Scottsbluff, Nebraska 69361.

From each and every additional satellite keno location commencing operation after August 1, 2021, within the CITY corporate limits, OPERATOR agrees to contribute to CITY during the term of this agreement in connection with the operation of any such satellite location as follows:

a) If year-to-date gross proceeds are less than five hundred thousand dollars ($500,000), OPERATOR will contribute to CITY three percent (3%) of gross proceeds;

b) If year-to-date gross proceeds equal or exceed five hundred thousand dollars ($500,000) during any of the first three years of operation, OPERATOR will contribute to CITY five percent (5%) of gross proceeds.

After the third year of operation of any and each satellite location, OPERATOR will contribute to CITY five percent (5%) of gross proceeds.

OPERATOR will remit to CITY on a monthly basis, and agrees to make available to CITY upon request all records sufficient so CITY can verify that the dollar amount of the proceeds by CITY from OPERATOR are as contracted for.

Consideration:

In consideration of the contribution of keno proceeds by OPERATOR, CITY agrees not to operate a keno game in competition with OPERATOR during the term of this Agreement.

Community Development:

All proceeds distributed pursuant to this Agreement shall be expended by each party solely for community betterment purposes, as defined and authorized by statute.

Hold Harmless and Indemnification:

The OPERATOR agrees to hold CITY harmless and indemnify such CITY from any and all claims, liabilities, expenses and costs, including but not limited to attorney fees and court costs, by reason of their operation of this and any remote keno locations within the corporate limits of CITY.

Default:

In the event of default of any of the obligations or required performance by the parties hereto, the parties shall have their remedies at law or equity.

Miscellaneous:

This Agreement is the complete, entire and exclusive statement of the agreement between OPERATOR and CITY with respect to the matters set forth herein, and supersedes all prior agreements as to such matters. No modification of the Agreement shall be binding unless agreed to in writing and signed by both parties. This Agreement shall be binding upon and inure to the benefit of the parties hereto and their respective successors and permitted transferees and assigns. All notices or other communications that are required or permitted hereunder shall be in writing and sufficient if delivered personally, by prepaid courier, or registered or certified mail, postage prepaid, return receipt requested, addressed to the attention of the parties at the addresses noted in this Agreement, or such other addresses as may hereafter be designated in writing.

Dated this _____ day of _____, 20___.

CITY OF SCOTTSBLUFF, NEBRASKA
2525 Circle Drive
Scottsbluff, NE 69361

_____
By Mayor

ATTEST:

_____
City Clerk

Dated this 2nd day of August, 2021.

SCOTTS BLUFF COUNTY, NEBRASKA
1825 10th Street
Gering, NE 69341

Ken Meyer — Chairman of the Board

Mark Harris — Vice-Chair of Board

Mark Reichert — Member

Russ Reisig — Member

Charlie Knapper — Member

COUNTY CLERK SEAL SCOTTS BLUFF COUNTY, NEBRASKA

ATTEST:

Kelly Sides, County Clerk