

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

Regular Meeting
June 15, 2015
6:00 PM

1. Roll Call
2. Pledge of Allegiance.
3. **For public information, a copy of the Nebraska Open Meetings Act is available for review.**
4. Notice of changes in the agenda by the city clerk (Additions may not be made to this agenda less than 24 hours before the beginning of the meeting unless added under Item 5 of this agenda.)
5. Citizens with business not scheduled on the agenda (As required by state law, no matter may be considered under this item unless council determines that the matter requires emergency action.)
6. Consent Calendar (Items in the consent calendar are proposed for adoption by one action for all items unless any member of the council requests that an item be considered separately.):
 - a) Approve the minutes of the June 1, 2015 Regular Meeting.
 - b) Cancel the June 29, 2015 Regular Council meeting as two regular meetings will have already been held in the month of June.
 - c) Council to set a public hearing for July 6, 2015 at 6:05 p.m. to consider the Redevelopment Plan for the Elite Health Development and request for Tax Increment Financing.
 - d) Council to approve the appointment of Melissa Schneider to the Business Improvement District.
 - e) Council to set Public Hearing for zone change request for unplatted lands situated in the east half of the SW Quarter of Section 15, T22N, R55W of the 6th P.M. Scotts Bluff Co., NE, from A (agricultural) to C-3 (heavy commercial) 17.11 acres.
7. Claims:
 - a) Regular claims
 - b) Council to consider a request for payment of claim by warrant for Paving District #311, Five Oaks Street Improvements and approve the Resolution.
8. Bids & Awards:
 - a) Council to consider and approve a change order in the amount of \$48,299.00 with Simon Contractors to mill and overlay Avenue B from 31st Street to 33rd

Street.

9. Petitions, Communications, Public Input:
 - a) Council to consider and take action on the Western Nebraska Economic Development Inter-Local agreement and membership fee.
10. Subdivisions & Public Improvements:
 - a) Council to remove from the table the items dealing with the Five Oaks Subdivision, tabled at the May 18, 2015 Meeting.
 - b) Council to consider an Ordinance to Vacate Block 9, Five Oaks Subdivision, Scottsbluff, Scotts Bluff County, Nebraska.
 - c) Council to consider a Revised Preliminary Plat for Five Oaks Subdivision.
 - d) Council to consider the Developer's Agreement for the Five Oaks Subdivision and authorize the Mayor to execute the Agreement.
 - e) Council to consider the Proposed Final Plat for Lots 1 and 2, Block 9, Five Oaks Subdivision, situated in the NW 1/4 of Section 14, T22N, R55W of the 6th P.M., Scotts Bluff County, Nebraska and approve the Resolution.
11. Reports from Staff, Boards & Commissions:
 - a) Council to receive an update on the Comprehensive Plan.
 - b) Council to authorize the Mayor to sign the Annual Service Agreement with Protex Central for fire alarms at city hall.
 - c) Council to authorize the Mayor to sign a letter of notice to Baker and Associates regarding the Avenue I project.
12. Resolution & Ordinances:
 - a) Council to consider an Ordinance appointing the Planning Commission Members to also serve as the Fair Housing Commission.
13. Executive Session
 - a) Council reserves the right to enter into closed session if deemed necessary if the item is on the agenda.
14. Public Comments: The purpose of this agenda item is to allow for public comment of items for potential discussion at a future Council Meeting. Comments brought to the Council are for information only. The Council will not take any action on the item except for referring it to staff to address or placement on a future Council Agenda. This comment period will be limited to three (3) minutes per person
15. Council reports (informational only):
16. Scottsbluff Youth Council Representative report (informational only):
17. Adjournment.

City of Scottsbluff, Nebraska

Monday, June 15, 2015

Regular Meeting

Item Consent1

Approve the minutes of the June 1, 2015 Regular Meeting.

Staff Contact: Cindy Dickinson, City Clerk

The Scottsbluff City Council met in a regular meeting on Monday, June 1, 2015 at 6:00 p.m. in the Council Chambers of City Hall, 2525 Circle Drive, Scottsbluff. A notice of the meeting had been published on May 29, 2015, in the Star Herald, a newspaper published and of general circulation in the city. The notice stated the date, hour and place of the meeting, that the meeting would be open to the public. That anyone with a disability desiring reasonable accommodations to attend the council meeting should contact the city clerk's office, and that an agenda of the meeting kept continuously current was available for public inspection at the office of the city clerk in City Hall; provided, the city council could modify the agenda at the meeting if it determined that an emergency so required. A similar notice, together with a copy of the agenda, also had been delivered to each council member, made available to radio stations KNEB, KMOR, KOAQ, and television stations KSTF and KDUH, and the Star Herald. The notice was also available on the City's website on May 29, 2015. An agenda kept continuously current was available for public inspection at the office of the city clerk at all times from publication of the notice to the time of the meeting.

Mayor Randy Meininger presided and City Clerk Dickinson recorded the proceedings. The Pledge of Allegiance was recited. Mayor Meininger welcomed everyone in attendance and encouraged all citizens to participate in the council meeting asking those wishing to speak to come to the microphone and state their name and address for the record. Mayor Meininger informed those in attendance that a copy of the Nebraska Open Meetings Act is posted in the back of the room on the west wall for the public's review. The following Council Members were present: Jordan Colwell, Randy Meininger, Liz Hilyard, Raymond Gonzales and Scott Shaver. Absent: None.

Mayor Meininger asked if there were any changes to the agenda. There were none. Mayor Meininger asked if any citizens with business not scheduled on the agenda wished to include an item providing the City Council determines the item requires emergency action. There were none. Moved by Council Member Gonzales, seconded by Council Member Hilyard that,

1. "The minutes of the May 18, 2015 Regular Meeting be approved,"
2. "A special meeting be set for June 23, 2015 at 8:00 a.m. for the purpose of conducting a FY 2015/2016 budget workshop to be held at the Platte Valley Professional Center, 1110 Circle Drive, Suite 200, Scottsbluff, NE," "YEAS", Gonzales, Colwell, Meininger, Shaver and Hilyard. "NAYS" None. Absent: None.

Moved by Council Member Colwell, seconded by Council Member Hilyard, "that the following claims be and hereby are approved and should be paid as provided by law out of the respective funds designated in the list of claims dated June 1, 2015, as on file with the City Clerk and submitted to the City Council," "YEAS", Gonzales, Colwell, Meininger, Shaver and Hilyard. "NAYS" None. Absent: None.

CLAIMS

21ST CENTURY EQUIPMENT LLC,EQUIP-FIREARMS RANGE,1899; AE SERVICES, LLC, EQP MTC,150; AHLERS BAKING INC,DEPT SUPPL,25.98; AMAZON.COM HEADQUARTERS, BKS, 240.36; AMER BACKFLOW PREVENTION ASSOC, MEMBERSHIPS, 65; ANDREW HAYWARD, CON SRV,800; ASSOCIATED SUPPLY CO, INC,BLD MTC,13360.48; BLUFFS SANITARY SUPPLY INC., DEPT SUPP,619.05; BRUCE ROLLS,DEP SUP,118.98; BSN SPORTS, INC,GRD MTC,159.11; CAPITAL BUSINESS SYSTEMS INC.,DEPT SUPP,100.83; CARR TRUMBULL LBR INC.,DEP SUP,35.96; CASH WA DISTRIBUTING,CON SUP,1370.62; CELLCO PARTNERSHIP,

CELL PHONES,482.44; CEMENTER'S INC,DEPT SUP,625.94; CENTURION HOLDINGS LLC, EQUIP MAIN, 242.03; CITIBANK N.A.,DEPT SUP,701.16; CITY OF GERING, CONTRACTUAL,32.5; CITY OF SCB,ADM PETTY CASH,81.86; CLARK PRINTING LLC,DEP SUP 55.1; COLONIAL LIFE & ACCIDENT INSURANCE COMPANY,LIFE & DIS INS,48.7; CONTRACTORS MATERIALS INC.,DEP SUP,1377.5; COZY, INC,DEP SUP,795; CREDIT MANAGEMENT SERVICES INC.,WAGE ATTACH,191.4; CRESCENT ELECT. SUPPLY COMP INC,BULBS FOR PSB,180.03; CYNTHIA GREEN,DEPT SUP,32.67; DALE'S TIRE & RETREADING, INC.,EQP MTC,19.86; DEPT OF HLTH & HUMAN SVCS,SCHOOL & CONF,400; DUANE E. WOHLERS,DISPOSAL FEES,800; DXP ENTERPRISES INC,TESTING GAS,254.7; ELECTRONIC RECYCLERS, INC,DISPOSAL FEES,25; ENERGY LABORATORIES, INC, CONTRACTUAL SVC,2393; ESQUIO RIOS JR,CON SRV,216; EXPRESS TOLL,DEPT SCHL & CONF,10.35; FEDERAL EXPRESS CORPORATION,SHIPPING,704.3; FLOYD'S TRUCK CENTER, INC,VEHICLE MTNC,13025.12; GENERAL ELECTRIC CAPITAL CORPORATION,DEPT SUPPL,941.61; GILBERT CARRIZALES,CON SRV,234; H D SUPPLY WATERWORKS LTD, METERS, 3038.4; HAWKINS, INC.,CHEMICALS,542.9; HEILBRUN'S INC.,SUPP - SOFTWARE UPDATE FOR ENGINE ANALYZER,753.4; HODGES, JOSHUA H,CON SRV,200; HONEY WAGON EXPRESS,CON SRV,155; HULLINGER GLASS & LOCKS INC.,DEP SUP,16.5; HYDRONIC WATER MANAGEMENT,EQUIP MAIN,425; ICMA RETIREMENT TRUST-457,DEF COMP,1325.14; IDEAL LAUNDRY AND CLEANERS, INC.,DEPT SUPP,205.16; INDEPENDENT PLUMBING AND HEATING, INC,DEP SUP,480.2; INGRAM LIBRARY SERVICES INC, BKS,239.76; INTERNAL REVENUE SERVICE,PYRL W/H,60607.8; INVENTIVE WIRELESS OF NE, LLC,DEP SUP,109.9; J G ELLIOTT CO.INC.,RENEW OFFICIAL BOND,975; JIM MENDOZA,UNIFORMS & CLOTHING,109.98; JOHN DANIEL ADAMS,REPAIR TO SECURITY LIGHTING,703; JOHN DEERE FINANCIAL,DEP SUP,228.88; JOHN DEERE FINANCIAL,DEP SUP, 247.17; JONATHAN P VAN GALDER,CON SRV,18; KEMBEL SAND & GRAVEL COMPANY,DEP SUP,110.93; KIRK BERNHARDT,CON SRV,90; KLEIN FAMILY TRUCKING, INC,LB840 GRANT,5000; KRIZ-DAVIS COMPANY,BLD MTC,27.4; MAILFINANCE INC,EQUIP LEASE,106.76; MENARDS, INC,DEP SUP,929.96; MIDLANDS NEWSPAPERS, INC, SUBSCRIPTION,145.6; MIDWEST FARM SERVICE-ALLIANCE,EQP MTC,18.82; NE CHILD SUPPORT PAYMENT CENTER,NE CHILD SUPPORT PYBLE,1814.68; NE DEPT OF ENVIRONMENTAL CONTROL,SRF LOAN PAYMENTS,331847.92; NE DEPT OF REVENUE, SALES TAX,17174.33; NE LAW ENFORCEMENT TRAINING CENTER,SCHOOLS & CONF,20; NEBRASKA MACHINERY CO,EQUIP MAINT,900; NEBRASKA PUBLIC POWER DISTRICT, ELECTRIC,17528.77; NEBRASKALAND TIRE, INC,VEH MAINT,743.28; NORTHERN LAKE SERVICE, INC,SAMPLES,35.75; NORTHWEST PIPE FITTINGS, INC. OF SCOTTSBLUFF,GRD MTC, 67.95; OREGON TRAIL PLUMBING, HEATING & COOLING INC,EQP MTC,6411; PANHANDLE ENVIRONMENTAL SERVICES INC,SAMPLES,162; PANHANDLE HUMANE SOCIETY,CONTRACT,4964.31; PAUL REED,GRD MTC,132.99; PEPSI COLA OF WESTERN NEBRASKA, LLC,CON SUP,453.2; PLATTE VALLEY BANK, HSA, 13425.23; POSTMASTER, POSTAGE,282.9; QUILL CORPORATION,DEPT SUPPL,1231.57; REGION I OFFICE OF HUMAN DEVELOPMENT,CONTRACTUAL SERVICES,825; REGIONAL CARE INC,INS. PREMIUMS,

51,131.09; RICHARD JOHNSON,CON SRV,850; ROOSEVELT PUBLIC POWER DISTRICT, ELECTRIC, 2254.54; S M E C,EMP DEDUCTIONS,238; SANDBERG IMPLEMENT, INC,DEP SUP,518.92; SCB FIREFIGHTERS UNION LOCAL 1454,FIRE EE DUES,225; SCHANK HOLDINGS INC,BLDG MAIN,216; SCOTTSBLUFF POLICE OFFICERS ASSOCIATION,POLICE EE DUES, 600; SIMON CONTRACTORS,CONCRETE,7071.5; SNELL SERVICES INC.,EQUIP. MAIN.,11006.14; STATE OF NE.,CONTRACTUAL,525; STATE OF NE.DEPT.OF LABOR,EQP MTC,30.5; STATE OF NEBR,MONTHLY LONG DISTANCE,155.27; STEVE W. HODGES,CON SRV,180; SWBC ,ECONOMIC DEV, 250000; THOMAS P MILLER & ASSOCIATES, LLC, CONTRACT,25145.14; TOTAL FUNDS BY HASLER,PSTG,500; TYLER TECHNOLOGIES, INC,CONTRACT SERVICE,348; WELLS FARGO BANK, N.A., RETIREMENT, 29335.37; WESTERN COOPRTATIVE COMPANY,DEP SUP,114.48; WILBURNS TRANSMISSION INC., VEH MTC, 1668.71; WYOMING FIRST AID & SAFETY SUPPLY, LLC,FIRST AID KIT SUPP,254.9; REFUNDS: DARLENE GORR 69.51; MICHAEL LUCIUS 22.44; JOSEPH LOVELIDGE 55; BILLIE RASK 7.01.

Moved by Mayor Meininger, seconded by Council Member Hilyard, “to recess as the City Council and convene as the Community Development Agency,” “YEAS”, Gonzales, Colwell, Hilyard, Shaver and Meininger “NAYS” None. Absent: None.

Scottsbluff, Nebraska
June 1, 2015

A special meeting of the Community Development Agency (the “**Agency**”) of the City of Scottsbluff, Nebraska (the “**City**”) was held on Monday, June 1, 2015, at 6:00 p.m., at Scottsbluff City Hall, 2525 Circle Drive, Scottsbluff, Nebraska, the same being open to the public and preceded by advance publicized notice duly given in strict compliance with the provisions of the Open Meetings Act, Chapter 84, Article 14, Reissue Revised Statutes of Nebraska, as amended, as set forth on the attached **Exhibit A** stating (a) the time, date and place of the meeting, (b) that the meeting would be open to the attendance of the public and (c) that an agenda for the meeting, kept continuously current, was available for public inspection at the offices of the City Clerk at Scottsbluff City Hall, 2525 Circle Drive, Scottsbluff, Nebraska. Additionally, reasonable efforts were made to provide advance notice of the time, date and place of the meeting to all news media requesting the same.

Moved by Agency Member Meininger, seconded by Agency Member Gonzales, “to appoint Agency Member Shaver as the temporary Chairperson,” “YEAS”, Gonzales, Colwell, Hilyard, Shaver and Meininger “NAYS” None. Absent: None.

Chairperson Shaver asked for nominations for Chairperson of the Community Development Agency. Moved by Agency Member Meininger, seconded by Agency Member Gonzales, “to appoint Agency Member Shaver as the Chairperson of the Community Development Agency,” “YEAS”, Gonzales, Colwell, Hilyard, Shaver and Meininger “NAYS” None. Absent: None.

Moved by Agency Member Meininger, seconded by Agency Member Gonzales, “to appoint Agency Member Colwell as Vice-Chair of the Community Development Agency,” “YEAS”, Gonzales, Colwell, Hilyard, Shaver and Meininger “NAYS” None. Absent: None.

Moved by Agency Member Meininger, seconded by Agency Member Shaver, “to appoint Cindy Dickinson as the Ex-Officio Secretary of the Community Development Agency,” “YEAS”, Gonzales, Colwell, Hilyard, Shaver and Meininger “NAYS” None. Absent: None.

Chairman of the Agency, Scott Shaver presided, and Secretary, Cindy Dickinson, recorded the proceedings. The meeting was called to order and on roll call the following Agency members were present: Raymond Gonzales, Jordan Colwell, Randy Meininger, Scott Shaver and Liz Hilyard. The following Agency Members were absent: None.

A quorum being present and the meeting duly commenced, the following proceedings were had and done while the meeting was open to the attendance of the public.

Mr. Mike Bacon, Attorney for RockStep Scottsbluff, LLC, the owner of Monument Mall, addressed the Community Development Agency to explain the details of the redevelopment plan for this project. He explained that the Agency will consider adopting the cost benefit analysis that is in the plan and make a recommendation to the City Council to adopt the Redevelopment Plan for development and improvements to Monument Mall. This plan allows for approximately \$500,000.00 in Tax Increment Financing and \$1.8 million in Occupation Tax, which will be reinvested in improvements to the facility.

The Community Development Agency considered a positive recommendation regarding the Resolution and Redevelopment Plan for the Monument Mall Project. Agency Member Meininger introduced Resolution No. CDA 15-06-01 and moved its passage and approval by the Agency. Agency Member Hilyard seconded the motion. On roll call vote, the following Agency Members voted in favor of the motion: Raymond Gonzales, Jordan Colwell, Randy Meininger, Scott Shaver and Liz Hilyard.

The following Agency Members voted against the motion: None.

The following Agency Members were absent or did not vote: None.

The passage of Resolution No. CDA 15-06-01 having been agreed upon by a majority of the Agency, Chairman Shaver declared Resolution No. CDA 15-06-01 passed. A true and complete copy of Resolution No. CDA 15-06-01 is attached hereto:

RESOLUTION NO. CDA 15-06-01

BE IT RESOLVED BY THE COMMUNITY DEVELOPMENT AGENCY OF THE CITY OF SCOTTSBLUFF, NEBRASKA:

Recitals:

a. The City Council of the City of Scottsbluff, Nebraska (the “City”), upon the recommendation of the City Planning Commission (the “Planning Commission”), and in compliance with all public notice requirements imposed by the Community Development Law, Chapter 18, Article 21, Reissue Revised Statutes of Nebraska, as amended (the “Act”), passed Resolution 13-08-01 which included a declaration of the area legally described on the attached Exhibit A (the “Redevelopment Area”) to be blighted and substandard and in need of redevelopment;

b. Pursuant to and in furtherance of the Act, a Redevelopment Plan (the “Redevelopment Plan”), has been prepared and submitted by the Agency, in the form of the attached Exhibit B, for the purpose of redeveloping the Redevelopment Area (also known as the “Project Area”).

c. Pursuant to the Redevelopment Plan, the Agency would agree to incur indebtedness and make a grant for the purposes specified in the Redevelopment Plan (the “Project”), in accordance with and as permitted by the Act;

d. The Agency has conducted a cost benefit analysis of the Project (the “Cost Benefit Analysis”) pursuant to Section 18-2113 of the Act, a copy of which is attached to the Redevelopment Plan and designated as Exhibit D to the Redevelopment Plan; and

e. The Agency has made certain findings and has determined that it is in the best interests of the Agency and the City to approve the Redevelopment Plan and approve the Redevelopment Project and to approve the transactions contemplated by the Plan.

Resolved that:

1. The Agency determines that the proposed land uses and building requirements in the Redevelopment Plan for the Project Area are designed with the general purposes of accomplishing, and in conformance with the general plan of the City, a coordinated, adjusted, and harmonious development of the City and its environs which will, in accordance with present and future needs, promote health, safety, morals, order, convenience, prosperity and the general welfare, as well as efficiency in economy in the process of development; including, among other things, adequate provision for traffic, vehicular parking, the promotion of safety from fire, panic, and other dangers, adequate provisions for light and air, the promotion of the healthful and convenient distribution of population, the provision of adequate transportation, water, sewerage, and other public utilities, schools, parks, recreational and community facilities, and other public requirements, the promotion of sound design and arrangement, the wise and efficient expenditure of public funds, and the prevention of the recurrence of unsanitary or unsafe dwelling accommodations, or conditions of blight.

2. The Agency has conducted a Cost Benefit Analysis for the Project, in the form attached to the Redevelopment Plan as Exhibit D, in accordance with the Act, and finds that the Project would not be economically feasible without the use of tax increment financing, the Project would not occur in the Project Area without the use of tax increment financing and the costs and benefits of the Project, including costs and benefits to other affected political subdivisions, the economy of the community, and the demand for public and private services, have been analyzed and have been found to be in the long term best interests of the community impacted by the Project.

3. In compliance with section 18-2114 of the Act, the Agency finds and determines as follows: a) the Redevelopment Area constituting the Redevelopment Project will not be acquired by the Agency and the Agency shall receive no proceeds from disposal to the Redeveloper; (b) the Redeveloper has acquired the Redevelopment Area; (c) the estimated cost of preparing the project site as described in the Redevelopment Plan and related costs exceed \$8,650,000 (d) the method of acquisition of the real estate was by private contract by the Redeveloper and not by condemnation; (e) the method of financing the Redevelopment Project shall be by issuance of tax increment revenue bond issued in the amount of \$578,130, and by the issuance of an enhanced employment area occupation tax revenue bond the proceeds of such bonds shall be granted to the Redeveloper and from additional funds provided by the

Redeveloper and its lender; and (f) no families or businesses will be displaced as a result of the project.

4. The Agency recommends approval of the Redevelopment Plan and the Redevelopment Project described in the Redevelopment Plan.

5. All prior resolutions of the Agency in conflict with the terms and provisions of this resolution are repealed to the extent of such conflicts.

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

PASSED AND APPROVED on June 1, 2015.

**COMMUNITY DEVELOPMENT AGENCY
OF THE CITY OF SCOTTSBLUFF
NEBRASKA**

ATTEST:

Mayor/Chair

City Clerk

Moved by Chairman Shaver, seconded by Agency Member Meininger, "that the Community Development Agency recess and reconvene as the City Council," "YEAS" Shaver, Gonzales, Meininger, Colwell and Hilyard, "NAYS" None. Absent: None.

The following Council Members were present: Jordan Colwell, Randy Meininger, Liz Hilyard, Raymond Gonzales and Scott Shaver. Absent: None.

The Mayor stated that it was now 6:10 p.m., at which time a public hearing was to be held to obtain public comment prior to the consideration of a resolution approving a Redevelopment Plan, for an area of the City previously declared blighted and substandard and in need of redevelopment pursuant to the Community Development Law, Chapter 18, Article 21, Reissue Revised Statutes of Nebraska, as amended (the "Act"). The notice of the public hearing had been published in the Star Herald on May 14, 2015 and May 21, 2015. The Mayor opened the public hearing and invited all interested persons to be heard.

Mr. Mike Bacon introduced Mr. Andy Weiner, principal with RockStep Scottsbluff, LLC, the owner of Monument Mall. They are requesting the use of Tax Increment Financing (TIF) and an occupation tax for ways to partially pay for improvements to Monument Mall. The test for TIF is if it's

feasible to do the project without TIF. Mr. Weiner expressed his appreciation to the City and Council for the opportunity to apply for this funding to make improvements to Monument Mall. They have been involved with Monument Mall for one and one-half years. They have had good cooperation and progress with the City. They are working to stabilize the mall, which was at about 60% vacancy when they took it over. This community has a significant amount of leakage to other areas to shop. They are working on the next group of tenants and looking at the capital needs of the property, which presents challenges. The deals offered by national tenants are prohibitive or on the verge of being prohibitive, so they are forced to look at ways to continue with momentum. The demand for capital exceeds reasonable prudent business judgement. When they are able to get additional economic assistance with capital through sources such as TIF and the Occupation Tax, it will help with the acquisition of more tenants.

Mr. Bacon added that the Tax Increment Financing Bond will sunset in 15 years and the Occupation Tax in 20 years, or earlier if the bond is paid off before that time period.

Mayor Meininger asked if there was anyone else who would like to comment on the project. There were no further comments from the public.

Mayor Meininger closed the public hearing at 6:15 p.m. Council Member Gonzales then introduced Resolution No. 15-06-01 and moved its passage and approval: Council Member Colwell seconded the motion. On roll call vote, the following Council Members voted in favor of the motion: "YEAS" Shaver, Gonzales, Meininger, Colwell and Hilyard, "NAYS" None. Absent: None.

The passage of Resolution No. 15-06-01, having been agreed upon by a majority of the Council, the Mayor declared Resolution No. 15-06-01 passed. A true and complete copy of Resolution No. 15-06-01 follows:

RESOLUTION NO. 15-06-01

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

Recitals:

a. The City of Scottsbluff, Nebraska, a municipal corporation and city of the first class (the "City"), has determined it to be desirable to undertake and carry out urban redevelopment projects in certain areas of the City that are determined to be blighted and substandard and in need of redevelopment;

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

c. The City has previously declared an area which includes an area legally described in Exhibit A (the "Redevelopment Area") to be blighted and substandard and in need of redevelopment pursuant to the Act;

d. The Community Development Agency of the City of Scottsbluff, Nebraska (the "Agency") has received a Redevelopment Plan (the "Redevelopment Plan") pursuant to Section 18-2111 of the Act, which includes a proposal for the designation of an enhanced employment area, described on

Exhibit B (the “Enhanced Employment Area”), in the form attached as Exhibit C, and recommended the Redevelopment Plan to the Planning Commission of the City;

e. The Agency and the Planning Commission of the City (the “Planning Commission”) have both reviewed the Redevelopment Plan and recommended its approval by the Mayor and Council of the City;

f. The Agency has prepared a Cost Benefit analysis of the Redevelopment Project set forth in the Redevelopment Plan and has recommended approval of the Redevelopment Plan by the City Council; and

g. There has been presented to the City by the Agency for approval, a specific Redevelopment Project within the Redevelopment Plan and as authorized in the Redevelopment Plan, as described on the attached Exhibit D (the “Redevelopment Project”); and

h. The City published and mailed notices of a public hearing regarding the consideration of the approval of the Redevelopment Plan pursuant to Section 18-2115 of the Act, and has on the date of this Resolution held a public hearing on the proposal to approve the Redevelopment Plan to include the Redevelopment Project and the Enhanced Employment Area; and

Resolved that:

1. The Redevelopment Plan for the area described on the attached Exhibit A, including the Enhanced Employment Area described on the attached Exhibit B and the Redevelopment Project legally described on the attached Exhibit D, is determined to be feasible and in conformity with the general plan for the development of the City of Scottsbluff as a whole and the Redevelopment Plan, including the Enhanced Employment Area and the Redevelopment Project identified on the attached Exhibit D, is in conformity with the legislative declarations and determinations set forth in the Act; and it is found and determined that (a) the redevelopment project in the plan would not be economically feasible without the use of tax-increment financing, (b) the redevelopment project would not occur in the community redevelopment area without the use of tax-increment financing, and (c) the costs and benefits of the Redevelopment Project, including costs and benefits to other affected political subdivisions, the economy of the community, and the demand for public and private services have been analyzed by the City and have been found to be in the long-term best interest of the community impacted by the Redevelopment Project. .

2. The Redevelopment Plan is approved. The Agency is directed to implement the Redevelopment Plan in accordance with the Act.

3. The form and substance of the Redevelopment Contract as set forth for on the attached Exhibit D is approved and affirmed. The Mayor and Clerk are authorized and directed to execute such documents and take such actions as are necessary to carry out this Resolution, including, but not limited to, entering into a Redevelopment Contract with the Agency and a redeveloper in substantially the form as set forth in Exhibit D.

4. Pursuant to Section 18-2147 of the Act, ad valorem taxes levied upon real property in the Redevelopment Project included or authorized in the Redevelopment Plan which is described above shall be divided, for a period not to exceed 15 years after the effective date of this provision, which effective date shall be January 1, 2016 as follows:

(a) That proportion of the ad valorem tax which is produced by levy at the rate fixed each year by or for each public body upon the Redevelopment Project Valuation (as defined in the Act) shall be paid into the funds of each such public body in the same proportion as all other taxes collected by or for the bodies; and

(b) That proportion of the ad valorem tax on real property in the Project Area in excess of such amount (the Redevelopment Project Valuation), if any, shall be allocated to, is pledged to, and, when collected, paid into a special fund of the Agency to pay the principal of, the interest on, and any premiums due in connection with the bonds, loans, notes or advances of money to, or indebtedness incurred by, whether funded, refunded, assumed, or otherwise, such Agency for financing or refinancing, in whole or in part, the Project. When such bonds, loans, notes, advances of money, or indebtedness, including interest and premium due have been paid, the Agency shall so notify the County Assessor and County Treasurer and all ad valorem taxes upon real property in the Project Area shall be paid into the funds of the respective public bodies.

(c) The Mayor and City Clerk are authorized and directed to execute and file with the Treasurer and Assessor of Scotts Bluff County, Nebraska, an Allocation Agreement and Notice of Pledge of Taxes with respect to each Redevelopment Project.

5. The City finds and determines that the proposed land uses and building requirements in the Redevelopment Area are designed with the general purposes of accomplishing, in accordance with the general plan for development of the City, a coordinated, adjusted and harmonious development of the City and its environs which will, in accordance with present and future needs, promote health, safety, morals, order, convenience, prosperity; and the general welfare, as well as efficiency and economy in the process of development; including, among other things, adequate provision for traffic, vehicular parking, the promotion of safety from fire, panic, and other dangers, adequate provision for light and air, the promotion of a healthful and convenient distribution of population, the provision of adequate transportation, water, sewerage, and other public utilities, schools, parks, recreation and community facilities, and other public requirements, the promotion of sound design and arrangement, the wise and efficient expenditure of public funds, and the prevention of the recurrence of unsanitary or unsafe dwelling accommodations, or conditions of blight.

6. The Mayor and Clerk are authorized and directed to execute such documents and take such further actions as are necessary to carry out the purposes and intent of this Resolution and the Redevelopment Plan.

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

PASSED and APPROVED on June 1, 2015.

Randy Meininger, Mayor

ATTEST:

City Clerk (Seal)

Moved by Mayor Meininger, seconded by Council Member Hilyard, “that the City Council recess and reconvene as the Community Development Agency,” “YEAS” Shaver, Gonzales, Meininger, Colwell and Hilyard, “NAYS” None. Absent: None.

The following Agency Members were present: Jordan Colwell, Randy Meininger, Liz Hilyard, Raymond Gonzales and Scott Shaver. Absent: None.

Agency Member Meininger introduced Resolution No. CDA 15-06-02 and moved its passage and approval by the Agency. Chairman Shaver seconded the motion. On roll call vote, the following Agency Members voted in favor of the motion: Raymond Gonzales, Jordan Colwell, Randy Meininger, Scott Shaver and Liz Hilyard.

The following Agency Members voted against the motion: None.

The following Agency Members were absent or did not vote: None.

The passage of Resolution No. CDA 15-06-02 having been agreed upon by a majority of the Agency, the Chair declared Resolution No. CDA 15-06-02 passed.

RESOLUTION NO. CDA 15-06-02

**THE COMMUNITY DEVELOPMENT AGENCY OF THE
CITY OF SCOTTSBLUFF, NEBRASKA**

A RESOLUTION AUTHORIZING AND PROVIDING FOR THE ISSUANCE BY THE COMMUNITY DEVELOPMENT AGENCY OF THE CITY OF SCOTTSBLUFF, NEBRASKA OF (A) A TAX INCREMENT REVENUE BOND, NOTE OR OTHER OBLIGATION IN AN AGGREGATE PRINCIPAL AMOUNT NOT TO EXCEED \$578,130 FOR THE PURPOSE OF (1) PAYING THE COSTS OF CONSTRUCTING, RECONSTRUCTING, IMPROVING, EXTENDING, REHABILITATING, INSTALLING, EQUIPPING, FURNISHING AND COMPLETING CERTAIN IMPROVEMENTS WITHIN THE CITY’S MONUMENT MALL REDEVELOPMENT PROJECT AREA, AND (2) PAYING THE COSTS OF ISSUANCE THEREOF AND (B) AN OCCUPATION TAX REVENUE BOND, NOTE OR OTHER OBLIGATION IN AN AGGREGATE PRINCIPAL AMOUNT TO NOT EXCEED \$1,816,650 FOR THE PURPOSE OF (1) PAYING THE COSTS OF CONSTRUCTING, RECONSTRUCTING, IMPROVING, EXTENDING, REHABILITATING, INSTALLING, EQUIPPING, FURNISHING AND COMPLETING CERTAIN IMPROVEMENTS WITHIN THE CITY’S MONUMENT MALL ENHANCED EMPLOYMENT ACT AREA, AND (2) PAYING THE COSTS OF ISSUANCE THEREOF; PRESCRIBING THE FORM

AND CERTAIN DETAILS OF SUCH BONDS, NOTES OR OTHER OBLIGATIONS; PLEDGING CERTAIN PROPERTY TAX REVENUE AND OTHER REVENUE TO THE PAYMENT OF THE PRINCIPAL OF AND INTEREST ON THE TAX INCREMENT REVENUE BOND, NOTE OR OTHER OBLIGATION AS THE SAME BECOME DUE; PLEDGING CERTAIN OCCUPATION TAX REVENUES TO THE PAYMENT OF THE PRINCIPAL OF AND INTEREST ON THE OCCUPATION TAX REVENUE BOND, NOTE OR OTHER OBLIGATION AS THE SAME BECOME DUE; LIMITING PAYMENT OF SUCH BOND, NOTE OR OTHER OBLIGATION TO THE REVENUES SPECIFIED HEREIN; CREATING AND ESTABLISHING FUNDS AND ACCOUNTS; DELEGATING, AUTHORIZING AND DIRECTING THE CITY MANAGER TO EXERCISE HIS INDEPENDENT DISCRETION AND JUDGMENT IN DETERMINING AND FINALIZING CERTAIN TERMS AND PROVISIONS OF SUCH BONDS, NOTES OR OTHER OBLIGATIONS NOT SPECIFIED HEREIN; TAKING OTHER ACTIONS AND MAKING OTHER COVENANTS AND AGREEMENTS IN CONNECTION WITH THE FOREGOING; AND RELATED MATTERS.

**COMMUNITY DEVELOPMENT AGENCY
OF THE CITY OF SCOTTSBLUFF,
NEBRASKA**

By: _____
Chair

Clerk

There being no further business to come before the Agency at the meeting, moved by Chairman Shaver, seconded by Agency Member Colwell, "to adjourn the meeting of the Community Development Agency of the City of Scottsbluff at 6:20 p.m. and reconvene as the City Council," "YEAS" Gonzales, Colwell and Hilyard, "NAYS" Meininger, Shaver. Absent: None.

The following Council Members were present: Jordan Colwell, Randy Meininger, Liz Hilyard, Raymond Gonzales and Scott Shaver. Absent: None.

Jeff Sprock with the North Platte Natural Resource District gave the Council a presentation and demonstration of their Interactive Recreational Mapping Application which can be found on the NRD website: www.npnrd.org.

John Marshall, representing the NEXT Young Professionals, explained the Community Event Permit for their annual fundraiser event, Best of the West Beer and Wine Festival which will be held on August 15, 2015 from 12:00 p.m. to 9:00 p.m. They will have cattle guards around the event location by the downtown mini park at Broadway and 18th Street to ensure that all attendees have shown their ID and are over 21. The proceeds from the event goes to community betterment projects. Moved by Council Member Shaver, seconded by Council Member Hilyard, "to approve the Community Festival Permit for the NEXT Young Professionals at the Broadway Mini Park, parking lot, including street closures, vendors, and noise permit for a Best of the West Beer and Wine Festival on August 15, 2015 from 12:00

noon to 9:00 p.m.,” “YEAS”, Gonzales, Shaver, Colwell, Meininger and Hilyard, “NAYS” None. Absent: None.

Mr. Marshall explained that the Special Designated Liquor License will actually be attained by Gary Kelley, Liquor Cabinet, the liquor license holder who will provide the beer and wine for the event. Minors will not be allowed in the area where the tasting is taking place. This is the 5th annual event and there have not been any problems with minors being served in the previous 4 years. Moved by Council Member Colwell, seconded by Council Member Shaver, “to approve the Special Designated Liquor License for the Liquor Cabinet and NEXT Young Professionals to serve wine and beer at a Community Festival event at the Broadway Mini Park on August 15, 2015 from 12:00 noon to 9:00 p.m.,” “YEAS”, Gonzales, Shaver, Colwell, Meininger and Hilyard, “NAYS” None. Absent: None.

City Manager Kuckkahn presented the Redevelopment Plan for the Elite Health Development. He explained that this draft version is presented to Council for their referral to the Planning Commission. There is a considerable amount of development planned and a substantial investment of approximately \$1.8 million. Moved by Mayor Meininger, seconded by Council Member Shaver, “to refer the Redevelopment Plan for the Elite Health Development including a request for Tax Increment Financing to the Planning Commission,” “YEAS”, Gonzales, Shaver, Colwell, Meininger and Hilyard, “NAYS” None. Absent: None.

Assistant City Manager Johnson presented the request for contingency funds to purchase a new heater for the slide and lazy river part of the Westmoor Swimming Pool. The only quote received was from Verne Simmonds Company for \$16,523.00 which does not include freight and installation. Staff is asking Council to waive the formal bidding requirements as it is necessary to order and install this heater as soon as possible. Moved by Mayor Meininger, seconded Council Member Gonzales, “to approve the expenditure of approximately \$27,000.00 in contingency funds for a new heater at the Westmoor Swimming Pool,” “YEAS”, Gonzales, Colwell, Meininger and Hilyard, “NAYS” Shaver. Absent: None.

Mr. Johnson presented the preliminary budget numbers for FY 2015/2016 for Council to review prior to the budget work session. While the revenues are looking better, our expenditures still exceed our revenue. Mayor Meininger commented that the general fund budget for FY 14/15 was \$8.8 million and we are estimating \$8.6 million for FY 15/16. As part of the goal setting for the budget workshop session, Mr. Johnson said we would like to formalize a General Fund Reserve Policy for long term planning.

Regarding the Splash Arena Pool contract with Scottsbluff Public School District, Mr. Kuckkahn explained that we have had an agreement since 1975, which will expire July 31, 2015. Staff would like to continue with an agreement to address the renovation of the locker rooms. The proposed contract calls for the City to pay up to \$202,000.00 or one-half of the renovation cost. This amount will be budgeted on a yearly basis until the work is complete. The district will provide a one year notification of the start of construction so we can plan for this expenditure. The deadline to complete the locker room construction will be 2020. Funding for this renovation will come from the general fund. Mr. Kuckkahn added that we will give ourselves credit for approximately \$100,000.00 per year in planning for the budget, as this is the approximate amount we spent on the indoor Splash Arena. We will continue to work with the school district on operation of the outdoor Splash.

Council Member Shaver commented that this contract covers the repairs to the locker room, however was concerned about maintenance to the pool and the programs. Mr. Kuckkahn responded that the School District will have the responsibility of maintaining the pool and a third party organization is in the process of forming to discuss running the pool programs. The City will still be responsible for maintenance of the outdoor pool, which will be used for lessons, however we currently don’t have enough lifeguards to keep it open for general use.

Moved by Council Member Shaver, “to deny the agreement with the Scottsbluff Public School District for the Indoor Splash Arena Pool.” There was no second to the motion, motion died.

Nathan Green approached Council and commented that he purchased a pool pass and now he can’t use it for the outdoor Splash. Mr. Kuckkahn informed him that pool pass refunds will be issued through June 15th for those who purchased a pass expecting to use both the Outdoor Splash and Westmoor Pool.

Moved by Mayor Meininger, seconded by Council Member Hilyard, “to approve the agreement with the Scottsbluff Public School District for the Splash Pool and authorize the Mayor to execute the agreement,” “YEAS”, Gonzales, Colwell, Meininger and Hilyard, “NAYS” Shaver. Absent: None.

City Manager Kuckkahn presented the grant application for the \$600,000.00 grant to build a downtown plaza area. There is a required cash match, which would come from the City in one form or another. Staff will look at financial conditions and funding for the match when and if the grant is awarded. The purchase of downtown properties which took place a few months ago does not qualify as match. Staff will talk to the state regarding options available for matching funds. Moved by Council Member Hilyard, seconded by Council Member Colwell, “to authorize the Mayor to sign the grant application to the Department of Economic Development for the Civic and Community Center Financing Fund for downtown revitalization,” “YEAS”, Gonzales, Colwell, Meininger and Hilyard, “NAYS” Shaver. Absent: None.

Assistant City Manager Johnson gave the Council information regarding the Downtown Gardens Arboretum Dedication and Bike Rack unveiling to be held June 5, 2015 at 10:30 a.m. Six local artists have created the bike racks which will be dedicated at this event.

Mr. Kuckkahn presented the contract with Thomas P. Miller and Associates (TPMA) for additional Economic Development services. TPMA will be providing assistance with the partnering communities and developing the inter-local agreement with all communities. They are making good process and providing resources to the partner communities. This will be an addendum to the original contract, which provides for \$150.00/hour fee, and a retainer of \$5,000.00, maximum. We are trying to coordinate with inter-local groups to provide savings with travel, etc. LB 840 is the funding source for this addendum, as there is no funding in the inter-local group. This addendum will also allow TPMA to contact each community. The Council can approve this agreement, and then will need to get the endorsement from the Regional Economic Development Inter-local group.

Council Member Shaver asked if Council Member Hilyard should abstain from the vote since she serves on the Regional Economic Development Committee. Deputy City Attorney Ediger agreed that it would be best if she declared a conflict of interest on this contract. Moved by Mayor Meininger, seconded by Council Member Shaver, “to acknowledge a conflict of interest for Council Member Hilyard regarding the contract with Thomas P. Miller and Associates for assistance with the Economic Development Inter-local Committee and excuse her from voting on this item,” “YEAS”, Gonzales, Shaver, Colwell, Meininger and Hilyard, “NAYS” None. Absent: None.

Moved by Council Member Gonzales, seconded by Mayor Meininger, “to approve the Thomas P. Miller and Associates contract for Economic Development services to the Regional Economic Development Inter-Local partner cities and authorize the Mayor to execute the contract,” “YEAS”, Gonzales, Colwell, and Meininger, “NAYS” Shaver. Absent: None. Abstain: Hilyard.

Mr. Johnson presented the draft ordinances regarding the appointment of members to Fair Housing Commission. We currently do not have members serving on this committee as they previously

also served on the Community Development Advisory Committee, which has been dissolved. The legal department has drafted two ordinances, one to give this commission responsibility to the Planning Commission, and the other to repeal the commission. Moved by Mayor Meininger, seconded by Council Member Shaver, “to refer the issue regarding the structure of the Fair Housing Commission and the appointment of members or repeal of the Fair Housing Commission to the Planning Commission,” “YEAS”, Gonzales, Shaver, Colwell, Meininger and Hilyard, “NAYS” None. Absent: None.

Under Council Reports, Council Member Hilyard informed the Council that the next Regional Economic Development Inter-Local committee meeting would be June 18, 2015, 6 p.m. at either the Scotts Bluff County Office or the Gering City Offices.

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

Mayor

Attest:

City Clerk

SEAL

City of Scottsbluff, Nebraska

Monday, June 15, 2015

Regular Meeting

Item Consent2

Cancel the June 29, 2015 Regular Council meeting as two regular meetings will have already been held in the month of June.

Staff Contact: Nathan Johnson, Assistant City Manager

City of Scottsbluff, Nebraska

Monday, June 15, 2015

Regular Meeting

Item Consent3

Council to set a public hearing for July 6, 2015 at 6:05 p.m. to consider the Redevelopment Plan for the Elite Health Development and request for Tax Increment Financing.

Staff Contact: Nathan Johnson, Assistant City Manager

City of Scottsbluff, Nebraska

Monday, June 15, 2015

Regular Meeting

Item Consent4

Council to approve the appointment of Melissa Schneider to the Business Improvement District.

Minutes: Melissa Schneider has agreed to serve on the Business Improvement Board. She and her husband, Chad, are owners of Sam and Louie's Pizzeria which was opened in 2013. As the owner(s) of Sam & Louie's they have partnered with United Way and the Library giving a percentage of their sales to help with fund raising. Melissa is very outgoing and interested in helping our community, she will be a good addition to the BID board. Below is her information.

Melissa Schneider

2345 Lariat Loop

Gering, NE 69341

Sam & Louie's Pizzeria

1522 Broadway

Scottsbluff, NE 69361

308-633-2345

Scottsbluff@samandlouiesnyp.com

Staff Contact: Annie Urdiales, Planning Administrator

City of Scottsbluff, Nebraska

Monday, June 15, 2015

Regular Meeting

Item Consent5

Council to set Public Hearing for zone change request for unplatted lands situated in the east half of the SW Quarter of Section 15, T22N, R55W of the 6th P.M. Scotts Bluff Co., NE, from A (agricultural) to C-3 (heavy commercial) 17.11 acres.

Staff Contact: Annie Urdiales, Planning Administrator

Agenda Statement

Item No.

For meeting of: June 15, 2014

AGENDA TITLE: Set Public Hearing for zone change request for unplatted Lands situated in the East half of the Southwest Quarter of Section 15, T22N, R55W of the 6th P.M. Scotts Bluff County, Nebraska, from A- agricultural to C-3 (Heavy Commercial) 17.11 acres.

SUBMITTED BY DEPARTMENT/ORGANIZATION: Development Services

PRESENTATION BY: Rick Kuckkahn

SUMMARY EXPLANATION: Zone change request from Ramsey Trust represented by Jane Moran, property owner(s) for property described as unplatted Lands situated in the East half of the Southwest Quarter of Section 15, T22N, R55W of the 6th P.M. Scotts Bluff County, Nebraska. The change in zoning is consistent with the Comprehensive Development Plan

BOARD/COMMISSION RECOMMENDATION: At their regular meeting of June 8, 2015 the Planning Commission made positive recommendation of the zone change for the above stated property for from A – Agricultural to C-3 Heavy Commercial.

STAFF RECOMMENDATION: City Council approve ordinance to rezone.

EXHIBITS

Resolution Ordinance x Contract Minutes Plan/Map x

Other (specify) ☐ _____

NOTIFICATION LIST: ☒ Yes No ☐ Further Instructions ☐

Tim Stricker,

APPROVAL FOR SUBMITTAL: _____

City Manager

Rev 3/1/99CClerk

City of Scottsbluff, Nebraska

Monday, June 15, 2015

Regular Meeting

Item Claims1

Regular claims

Staff Contact: Renae Griffiths, Finance Director



Expense Approval Report

By Vendor Name

Post Dates 6/2/2015 - 6/15/2015

Description (Payable)	Account Name	(None)	(None)	(None)	Amount
Vendor: 00393 - ACTION COMMUNICATIONS INC.					
Fund: 111 - GENERAL					
EQUIP MAINT	EQUIPMENT MAINTENANCE				89.00
EQUIP MAINT	EQUIPMENT MAINTENANCE				106.50
EQUIP MAINT	EQUIPMENT MAINTENANCE				232.00
Fund 111 - GENERAL Total:					427.50
Fund: 621 - ENVIRONMENTAL SERVICES					
dept supplies	DEPARTMENT SUPPLIES				194.95
dept supplies	DEPARTMENT SUPPLIES				351.00
DEPT SUPPLIES	DEPARTMENT SUPPLIES				27.50
Fund 621 - ENVIRONMENTAL SERVICES Total:					573.45
Fund: 631 - WASTEWATER					
DEPT SUPPLIES	DEPARTMENT SUPPLIES				27.50
Fund 631 - WASTEWATER Total:					27.50
Vendor 00393 - ACTION COMMUNICATIONS INC. Total:					1,028.45
Vendor: 05575 - ADVERTISING SPECIALTIES LLC					
Fund: 111 - GENERAL					
uniform prep	UNIFORMS & CLOTHING				111.50
Fund 111 - GENERAL Total:					111.50
Vendor 05575 - ADVERTISING SPECIALTIES LLC Total:					111.50
Vendor: 09373 - AIR EVAC EMS, INC					
Fund: 111 - GENERAL					
MEMBERSHIP	CONTRACTUAL SERVICES				55.00
Fund 111 - GENERAL Total:					55.00
Vendor 09373 - AIR EVAC EMS, INC Total:					55.00
Vendor: 07593 - AIRPORT DEVELOPMENT,LLC					
Fund: 321 - TIF PROJECTS					
TIF PAYMENT	DEBT SVC (INT) - TIF				16,203.49
Fund 321 - TIF PROJECTS Total:					16,203.49
Vendor 07593 - AIRPORT DEVELOPMENT,LLC Total:					16,203.49
Vendor: 00310 - ALAMAR CORP					
Fund: 111 - GENERAL					
UNIFORMS	UNIFORMS & CLOTHING				218.09
UNIFORMS	UNIFORMS & CLOTHING				101.48
UNIFORMS	UNIFORMS & CLOTHING				152.22
UNIFORMS	UNIFORMS & CLOTHING				78.21
UNIFORMS	UNIFORMS & CLOTHING				884.43
Fund 111 - GENERAL Total:					1,434.43
Vendor 00310 - ALAMAR CORP Total:					1,434.43
Vendor: 05887 - ALLO COMMUNICATIONS,LLC					
Fund: 111 - GENERAL					
LOCAL TELEPHONE CHARGES	TELEPHONE				235.90
LOCAL TELEPHONE CHARGES	TELEPHONE				69.55
LOCAL TELEPHONE CHARGES	TELEPHONE				68.05
LOCAL TELEPHONE CHARGES	TELEPHONE				37.19
LOCAL TELEPHONE CHARGES	TELEPHONE				228.05
LOCAL TELEPHONE CHARGES	TELEPHONE				246.40
LOCAL TELEPHONE CHARGES	TELEPHONE				361.97
LOCAL TELEPHONE CHARGES	TELEPHONE				1,621.26
LOCAL TELEPHONE CHARGES	TELEPHONE				552.76

Expense Approval Report

Post Dates: 6/2/2015 - 6/15/2015

Description (Payable)	Account Name	(None)	(None)	(None)	Amount
LOCAL TELEPHONE CHARGES	TELEPHONE				170.86
LOCAL TELEPHONE CHARGES	TELEPHONE				169.36
Fund 111 - GENERAL Total:					3,761.35
Fund: 212 - TRANSPORTATION					
LOCAL TELEPHONE CHARGES	TELEPHONE				519.04
Fund 212 - TRANSPORTATION Total:					519.04
Fund: 213 - CEMETERY					
LOCAL TELEPHONE CHARGES	TELEPHONE				69.55
Fund 213 - CEMETERY Total:					69.55
Fund: 621 - ENVIRONMENTAL SERVICES					
LOCAL TELEPHONE CHARGES	TELEPHONE				265.09
Fund 621 - ENVIRONMENTAL SERVICES Total:					265.09
Fund: 631 - WASTEWATER					
LOCAL TELEPHONE CHARGES	TELEPHONE				134.58
Fund 631 - WASTEWATER Total:					134.58
Fund: 641 - WATER					
LOCAL TELEPHONE CHARGES	TELEPHONE				102.82
Fund 641 - WATER Total:					102.82
Fund: 661 - STORMWATER					
LOCAL TELEPHONE CHARGES	TELEPHONE				34.78
Fund 661 - STORMWATER Total:					34.78
Fund: 721 - GIS SERVICES					
LOCAL TELEPHONE CHARGES	TELEPHONE				34.19
Fund 721 - GIS SERVICES Total:					34.19
Vendor 05887 - ALLO COMMUNICATIONS,LLC Total:					4,921.40
Vendor: 09520 - ANGELA BLANCO					
Fund: 111 - GENERAL					
POL PAS	POOL PASSES				125.00
Fund 111 - GENERAL Total:					125.00
Vendor 09520 - ANGELA BLANCO Total:					125.00
Vendor: 02118 - ANITA'S GREENSCAPING INC					
Fund: 216 - BUSINESS IMPROVEMENT					
BID CNTRCL SRVCS	CONTRACTUAL SERVICES				180.55
BID CNTRCL SRVCS	CONTRACTUAL SERVICES				155.56
BID CNTRCL SRVCS	CONTRACTUAL SERVICES				191.67
Fund 216 - BUSINESS IMPROVEMENT Total:					527.78
Fund: 661 - STORMWATER					
CONTRACTUAL SVC	CONTRACTUAL SERVICES				180.55
CONTRACTUAL SVC	CONTRACTUAL SERVICES				47.22
Fund 661 - STORMWATER Total:					227.77
Vendor 02118 - ANITA'S GREENSCAPING INC Total:					755.55
Vendor: 09516 - ANNE DE LOS SANTOS					
Fund: 111 - GENERAL					
POL PAS	POOL PASSES				135.00
Fund 111 - GENERAL Total:					135.00
Vendor 09516 - ANNE DE LOS SANTOS Total:					135.00
Vendor: 06781 - ASSURITY LIFE INSURANCE CO					
Fund: 713 - CASH & INVESTMENT POOL					
Life Ins	LIFE INS EE PAYABLE				34.36
Fund 713 - CASH & INVESTMENT POOL Total:					34.36
Vendor 06781 - ASSURITY LIFE INSURANCE CO Total:					34.36

Expense Approval Report

Post Dates: 6/2/2015 - 6/15/2015

Description (Payable)	Account Name	(None)	(None)	(None)	Amount
Vendor: 04575 - AUTOZONE STORES, INC					
Fund: 111 - GENERAL					
VEH MAINT	VEHICLE MAINTENANCE				11.74
				Fund 111 - GENERAL Total:	11.74
				Vendor 04575 - AUTOZONE STORES, INC Total:	11.74
Vendor: 00295 - B & H INVESTMENTS, INC					
Fund: 111 - GENERAL					
BLDG MAINT	BUILDING MAINTENANCE				8.50
BLDG MAINT	BUILDING MAINTENANCE				8.50
Dept Supp	DEPARTMENT SUPPLIES				17.00
BLDG MAINT	BUILDING MAINTENANCE				12.75
BLDG MAINT	BUILDING MAINTENANCE				12.75
Dep sup	DEPARTMENT SUPPLIES				102.00
				Fund 111 - GENERAL Total:	161.50
Fund: 621 - ENVIRONMENTAL SERVICES					
dept supplies	DEPARTMENT SUPPLIES				119.50
				Fund 621 - ENVIRONMENTAL SERVICES Total:	119.50
				Vendor 00295 - B & H INVESTMENTS, INC Total:	281.00
Vendor: 00241 - BAKER & ASSOCIATES INC					
Fund: 641 - WATER					
CONTRACTUAL SVC	CONTRACTUAL SERVICES				3,102.65
				Fund 641 - WATER Total:	3,102.65
				Vendor 00241 - BAKER & ASSOCIATES INC Total:	3,102.65
Vendor: 09394 - BENJAMIN RODRIGUEZ III					
Fund: 212 - TRANSPORTATION					
Street main	STREET MAINTENANCE				2,628.00
				Fund 212 - TRANSPORTATION Total:	2,628.00
				Vendor 09394 - BENJAMIN RODRIGUEZ III Total:	2,628.00
Vendor: 09138 - BLUFFS BROADCASTING					
Fund: 111 - GENERAL					
DEP SUP	DEPARTMENT SUPPLIES				300.00
				Fund 111 - GENERAL Total:	300.00
				Vendor 09138 - BLUFFS BROADCASTING Total:	300.00
Vendor: 00405 - BLUFFS SANITARY SUPPLY INC.					
Fund: 111 - GENERAL					
DEP SUP	DEPARTMENT SUPPLIES				59.36
BLD MTC	BUILDING MAINTENANCE				299.21
BLD MTC	BUILDING MAINTENANCE				500.82
BLD MTC	BUILDING MAINTENANCE				238.32
				Fund 111 - GENERAL Total:	1,097.71
Fund: 212 - TRANSPORTATION					
SUPP - LATEX GLOVES	DEPARTMENT SUPPLIES				42.00
				Fund 212 - TRANSPORTATION Total:	42.00
Fund: 621 - ENVIRONMENTAL SERVICES					
dept supplies	DEPARTMENT SUPPLIES				53.49
				Fund 621 - ENVIRONMENTAL SERVICES Total:	53.49
				Vendor 00405 - BLUFFS SANITARY SUPPLY INC. Total:	1,193.20
Vendor: 00226 - BRUCE ROLLS					
Fund: 111 - GENERAL					
UNF CTH	UNIFORMS & CLOTHING				1,000.49
				Fund 111 - GENERAL Total:	1,000.49
				Vendor 00226 - BRUCE ROLLS Total:	1,000.49
Vendor: 00735 - CAPITAL BUSINESS SYSTEMS INC.					
Fund: 111 - GENERAL					
Equip Maint	EQUIPMENT MAINTENANCE				112.22

Expense Approval Report

Post Dates: 6/2/2015 - 6/15/2015

Description (Payable)	Account Name	(None)	(None)	(None)	Amount
Cont. srvc	CONTRACTUAL SERVICES				202.79
				Fund 111 - GENERAL Total:	315.01
				Vendor 00735 - CAPITAL BUSINESS SYSTEMS INC. Total:	315.01
Vendor: 00055 - CARR TRUMBULL LBR INC.					
Fund: 212 - TRANSPORTATION					
SUPP	DEPARTMENT SUPPLIES				58.16
				Fund 212 - TRANSPORTATION Total:	58.16
				Vendor 00055 - CARR TRUMBULL LBR INC. Total:	58.16
Vendor: 00787 - CASH WA DISTRIBUTING					
Fund: 111 - GENERAL					
CON SUP	CONCESSION SUPPLIES				306.56
				Fund 111 - GENERAL Total:	306.56
				Vendor 00787 - CASH WA DISTRIBUTING Total:	306.56
Vendor: 09513 - CECEILIA GUTIERREZ					
Fund: 111 - GENERAL					
LIC PMT	LICENSE/PERMITS				40.00
				Fund 111 - GENERAL Total:	40.00
				Vendor 09513 - CECEILIA GUTIERREZ Total:	40.00
Vendor: 07911 - CELLCO PARTNERSHIP					
Fund: 111 - GENERAL					
monthly modem	CELLULAR PHONE				25.02
monhtly cell phones	CELLULAR PHONE				356.62
				Fund 111 - GENERAL Total:	381.64
Fund: 631 - WASTEWATER					
CELL PHONES	CELLULAR PHONE				47.58
				Fund 631 - WASTEWATER Total:	47.58
Fund: 641 - WATER					
CELL PHONES	CELLULAR PHONE				83.52
				Fund 641 - WATER Total:	83.52
				Vendor 07911 - CELLCO PARTNERSHIP Total:	512.74
Vendor: 00363 - CEMENTER'S INC					
Fund: 212 - TRANSPORTATION					
CONCRETE	STREET MAINTENANCE				900.00
				Fund 212 - TRANSPORTATION Total:	900.00
Fund: 641 - WATER					
DEPT SUP	DEPARTMENT SUPPLIES				96.30
DEPT SUP	DEPARTMENT SUPPLIES				172.27
				Fund 641 - WATER Total:	268.57
				Vendor 00363 - CEMENTER'S INC Total:	1,168.57
Vendor: 07250 - CHRIS REYES					
Fund: 621 - ENVIRONMENTAL SERVICES					
Dept Supp	DEPARTMENT SUPPLIES				145.30
				Fund 621 - ENVIRONMENTAL SERVICES Total:	145.30
Fund: 631 - WASTEWATER					
Dept Supp	DEPARTMENT SUPPLIES				145.31
				Fund 631 - WASTEWATER Total:	145.31
Fund: 641 - WATER					
Dept Supp	DEPARTMENT SUPPLIES				145.31
				Fund 641 - WATER Total:	145.31
				Vendor 07250 - CHRIS REYES Total:	435.92
Vendor: 02396 - CITIBANK N.A.					
Fund: 111 - GENERAL					
DEPT SUPPLIES	DEPARTMENT SUPPLIES				199.99

Expense Approval Report

Post Dates: 6/2/2015 - 6/15/2015

Description (Payable)	Account Name	(None)	(None)	(None)	Amount
DEP SUP	DEPARTMENT SUPPLIES				56.77
				Fund 111 - GENERAL Total:	256.76
Fund: 641 - WATER					
DEPT SUP	DEPARTMENT SUPPLIES				200.03
				Fund 641 - WATER Total:	200.03
Fund: 661 - STORMWATER					
DEPT SUP	DEPARTMENT SUPPLIES				499.99
				Fund 661 - STORMWATER Total:	499.99
				Vendor 02396 - CITIBANK N.A. Total:	956.78
Vendor: 05859 - CITIBANK, N.A.					
Fund: 111 - GENERAL					
BLD MTC	BUILDING MAINTENANCE				27.00
				Fund 111 - GENERAL Total:	27.00
				Vendor 05859 - CITIBANK, N.A. Total:	27.00
Vendor: 00484 - CITY OF GERING					
Fund: 621 - ENVIRONMENTAL SERVICES					
disposal fees	DISPOSAL FEES				44,768.88
				Fund 621 - ENVIRONMENTAL SERVICES Total:	44,768.88
				Vendor 00484 - CITY OF GERING Total:	44,768.88
Vendor: 04330 - CITY OF GERING					
Fund: 224 - ECONOMIC DEVELOPMENT					
Eco Dev	CONTRACTUAL SERVICES				32.50
				Fund 224 - ECONOMIC DEVELOPMENT Total:	32.50
				Vendor 04330 - CITY OF GERING Total:	32.50
Vendor: 01976 - CLARK PRINTING LLC					
Fund: 212 - TRANSPORTATION					
SERVICE REPAIR ORDERS	DEPARTMENT SUPPLIES				319.20
				Fund 212 - TRANSPORTATION Total:	319.20
				Vendor 01976 - CLARK PRINTING LLC Total:	319.20
Vendor: 00706 - COMPUTER CONNECTION INC					
Fund: 111 - GENERAL					
RENT-MACH	RENT-MACHINES				47.38
				Fund 111 - GENERAL Total:	47.38
Fund: 661 - STORMWATER					
DEPT SUP	DEPARTMENT SUPPLIES				252.46
				Fund 661 - STORMWATER Total:	252.46
				Vendor 00706 - COMPUTER CONNECTION INC Total:	299.84
Vendor: 00267 - CONTRACTORS MATERIALS INC.					
Fund: 111 - GENERAL					
DEP SUP	DEPARTMENT SUPPLIES				29.40
				Fund 111 - GENERAL Total:	29.40
Fund: 212 - TRANSPORTATION					
SUPP - SAND BAGS	DEPARTMENT SUPPLIES				33.81
SUPP	DEPARTMENT SUPPLIES				44.34
SUPP	DEPARTMENT SUPPLIES				12.93
				Fund 212 - TRANSPORTATION Total:	91.08
Fund: 641 - WATER					
DEPT SUP	DEPARTMENT SUPPLIES				381.69
				Fund 641 - WATER Total:	381.69
				Vendor 00267 - CONTRACTORS MATERIALS INC. Total:	502.17
Vendor: 02749 - COPIER CONNECTION					
Fund: 111 - GENERAL					
DEPT SUP & MNTNC	DEPARTMENT SUPPLIES				67.54

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Description (Payable)	Account Name	(None)	(None)	(None)	Amount
DEPT SUP & MNTNC	EQUIPMENT MAINTENANCE				141.00
Fund 111 - GENERAL Total:					208.54
Vendor 02749 - COPIER CONNECTION Total:					208.54
Vendor: 06564 - CREDIT MANAGEMENT SERVICES INC.					
Fund: 713 - CASH & INVESTMENT POOL					
Wage Attach	WAGE ATTACHMENT EE PAY				191.40
Fund 713 - CASH & INVESTMENT POOL Total:					191.40
Vendor 06564 - CREDIT MANAGEMENT SERVICES INC. Total:					191.40
Vendor: 07689 - CYNTHIA GREEN					
Fund: 111 - GENERAL					
DEP SUP	DEPARTMENT SUPPLIES				9.49
DEPT SUPPL	DEPARTMENT SUPPLIES				100.00
Dep sup	DEPARTMENT SUPPLIES				14.35
Fund 111 - GENERAL Total:					123.84
Vendor 07689 - CYNTHIA GREEN Total:					123.84
Vendor: 03321 - DALE'S TIRE & RETREADING, INC.					
Fund: 111 - GENERAL					
EQP MTC	EQUIPMENT MAINTENANCE				-46.00
EQP MTC	EQUIPMENT MAINTENANCE				42.11
Fund 111 - GENERAL Total:					-3.89
Fund: 621 - ENVIRONMENTAL SERVICES					
vehicle mtnc	VEHICLE MAINTENANCE				1,290.79
equip mtnc	EQUIPMENT MAINTENANCE				103.00
Fund 621 - ENVIRONMENTAL SERVICES Total:					1,393.79
Vendor 03321 - DALE'S TIRE & RETREADING, INC. Total:					1,389.90
Vendor: 06739 - DANKO EMERGENCY EQUIPMENT COMPANY					
Fund: 111 - GENERAL					
uniforms	UNIFORMS & CLOTHING				336.00
Fund 111 - GENERAL Total:					336.00
Vendor 06739 - DANKO EMERGENCY EQUIPMENT COMPANY Total:					336.00
Vendor: 09512 - DIAMONDBACK ENGINEERING & SURVEYING, INC					
Fund: 224 - ECONOMIC DEVELOPMENT					
Contract	CONTRACTUAL SERVICES				6,300.00
Fund 224 - ECONOMIC DEVELOPMENT Total:					6,300.00
Vendor 09512 - DIAMONDBACK ENGINEERING & SURVEYING, INC Total:					6,300.00
Vendor: 09511 - DON KELLER					
Fund: 223 - KENO					
TREE REBATE	CONTRACTUAL SERVICES				99.98
Fund 223 - KENO Total:					99.98
Vendor 09511 - DON KELLER Total:					99.98
Vendor: 07421 - DUANE E. WOHLERS					
Fund: 621 - ENVIRONMENTAL SERVICES					
disposal fees	DISPOSAL FEES				800.00
disposal fees	DISPOSAL FEES				800.00
Fund 621 - ENVIRONMENTAL SERVICES Total:					1,600.00
Vendor 07421 - DUANE E. WOHLERS Total:					1,600.00
Vendor: 00066 - EBSCO INDUSTRIES, INC					
Fund: 223 - KENO					
Dep sup	DEPARTMENT SUPPLIES				995.00
Fund 223 - KENO Total:					995.00
Vendor 00066 - EBSCO INDUSTRIES, INC Total:					995.00

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Description (Payable)	Account Name	(None)	(None)	(None)	Amount
Vendor: 01003 - ELLIOTT EQUIPMENT COMPANY INC.					
Fund: 621 - ENVIRONMENTAL SERVICES					
dept supplies	DEPARTMENT SUPPLIES				7,400.00
Fund 621 - ENVIRONMENTAL SERVICES Total:					7,400.00
Vendor 01003 - ELLIOTT EQUIPMENT COMPANY INC. Total:					7,400.00
Vendor: 03950 - ENERGY LABORATORIES, INC					
Fund: 641 - WATER					
CONTRACTUAL SVC	CONTRACTUAL SERVICES				1,211.00
CONTRACTUAL SVC	CONTRACTUAL SERVICES				1,321.00
Fund 641 - WATER Total:					2,532.00
Vendor 03950 - ENERGY LABORATORIES, INC Total:					2,532.00
Vendor: 09081 - ESIQUIO RIOS JR					
Fund: 111 - GENERAL					
CON SRV	CONTRACTUAL SERVICES				288.00
Fund 111 - GENERAL Total:					288.00
Vendor 09081 - ESIQUIO RIOS JR Total:					288.00
Vendor: 02317 - FBM HOLDINGS, LLC					
Fund: 111 - GENERAL					
SUBSCRIPTION	SUBSCRIPTIONS				479.00
Fund 111 - GENERAL Total:					479.00
Vendor 02317 - FBM HOLDINGS, LLC Total:					479.00
Vendor: 00548 - FEDERAL EXPRESS CORPORATION					
Fund: 111 - GENERAL					
DEP SUP	DEPARTMENT SUPPLIES				28.35
DEP SUP	DEPARTMENT SUPPLIES				41.61
Fund 111 - GENERAL Total:					69.96
Fund: 641 - WATER					
POSTAGE	POSTAGE				39.25
POSTAGE	POSTAGE				58.68
Fund 641 - WATER Total:					97.93
Vendor 00548 - FEDERAL EXPRESS CORPORATION Total:					167.89
Vendor: 07993 - FELSBURG HOLT & ULLEVIG, INC					
Fund: 661 - STORMWATER					
CONTRACTUAL SVC	CONTRACTUAL SERVICES				674.76
Fund 661 - STORMWATER Total:					674.76
Vendor 07993 - FELSBURG HOLT & ULLEVIG, INC Total:					674.76
Vendor: 00794 - FLOYD'S TRUCK CENTER, INC					
Fund: 621 - ENVIRONMENTAL SERVICES					
vehicle mtnc	VEHICLE MAINTENANCE				1,140.08
vehicle mtnc	VEHICLE MAINTENANCE				49.14
vehicle mtnc	VEHICLE MAINTENANCE				2,632.67
vehicle mtnc	VEHICLE MAINTENANCE				34.14
vehicle mtnc	VEHICLE MAINTENANCE				116.55
vehicle Mtnc	VEHICLE MAINTENANCE				269.86
vehicle mtnc	VEHICLE MAINTENANCE				449.37
Fund 621 - ENVIRONMENTAL SERVICES Total:					4,691.81
Vendor 00794 - FLOYD'S TRUCK CENTER, INC Total:					4,691.81
Vendor: 00887 - FYR-TEK INC					
Fund: 111 - GENERAL					
Engine Two repairs	EQUIPMENT MAINTENANCE				174.62
4 pails of foam	DEPARTMENT SUPPLIES				520.00
Fund 111 - GENERAL Total:					694.62
Vendor 00887 - FYR-TEK INC Total:					694.62

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Description (Payable)	Account Name	(None)	(None)	(None)	Amount
Vendor: 00751 - GALE/CENGAGE LEARNING					
Fund: 223 - KENO					
Dep sup	DEPARTMENT SUPPLIES				1,522.50
				Fund 223 - KENO Total:	1,522.50
				Vendor 00751 - GALE/CENGAGE LEARNING Total:	1,522.50
Vendor: 00022 - GENERAL ELECTRIC CAPITAL CORPORATION					
Fund: 111 - GENERAL					
DEP SUP	DEPARTMENT SUPPLIES				127.03
DEP SUP	DEPARTMENT SUPPLIES				64.97
DEP SUP	DEPARTMENT SUPPLIES				39.94
DEP SUP	DEPARTMENT SUPPLIES				223.22
INVEST/DEPT SUPPL	DEPARTMENT SUPPLIES				171.34
INVEST/DEPT SUPPL	INVESTIGATION SUPPLIES				52.32
				Fund 111 - GENERAL Total:	678.82
Fund: 631 - WASTEWATER					
DEPT SUP	DEPARTMENT SUPPLIES				79.88
				Fund 631 - WASTEWATER Total:	79.88
				Vendor 00022 - GENERAL ELECTRIC CAPITAL CORPORATION Total:	758.70
Vendor: 09058 - GILBERT CARRIZALES					
Fund: 111 - GENERAL					
CON SRV	CONTRACTUAL SERVICES				270.00
				Fund 111 - GENERAL Total:	270.00
				Vendor 09058 - GILBERT CARRIZALES Total:	270.00
Vendor: 06671 - H D SUPPLY WATERWORKS LTD					
Fund: 641 - WATER					
METERS	METERS				759.60
				Fund 641 - WATER Total:	759.60
				Vendor 06671 - H D SUPPLY WATERWORKS LTD Total:	759.60
Vendor: 09517 - HAROLD STEWART					
Fund: 111 - GENERAL					
POL PAS	POOL PASSES				125.00
				Fund 111 - GENERAL Total:	125.00
				Vendor 09517 - HAROLD STEWART Total:	125.00
Vendor: 04371 - HAWKINS, INC.					
Fund: 641 - WATER					
CHEMICALS	CHEMICALS				2,977.50
				Fund 641 - WATER Total:	2,977.50
				Vendor 04371 - HAWKINS, INC. Total:	2,977.50
Vendor: 04299 - HD SUPPLY FACILITIES MAINTENANCE LTD					
Fund: 631 - WASTEWATER					
DEPT SUP	DEPARTMENT SUPPLIES				582.32
DEPT SUP	DEPARTMENT SUPPLIES				27.54
				Fund 631 - WASTEWATER Total:	609.86
Fund: 641 - WATER					
DEPT SUP	DEPARTMENT SUPPLIES				234.42
				Fund 641 - WATER Total:	234.42
				Vendor 04299 - HD SUPPLY FACILITIES MAINTENANCE LTD Total:	844.28
Vendor: 00861 - HEILBRUN'S INC.					
Fund: 111 - GENERAL					
VEH MAINT	VEHICLE MAINTENANCE				5.31
VEH MAINT	VEHICLE MAINTENANCE				10.46
VEH MAINT	VEHICLE MAINTENANCE				621.64
DEP SUP	DEPARTMENT SUPPLIES				46.08
EQP MTC	EQUIPMENT MAINTENANCE				4.69
VEH MAINT	VEHICLE MAINTENANCE				38.94

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Description (Payable)	Account Name	(None)	(None)	(None)	Amount
equipment repairs	EQUIPMENT MAINTENANCE				35.18
DEPT VHCL MNTNC	VEHICLE MAINTENANCE				21.37
DEPT VEHCL MNTNC	VEHICLE MAINTENANCE				14.21
DEP SUP	DEPARTMENT SUPPLIES				34.88
Fund 111 - GENERAL Total:					832.76
Fund: 212 - TRANSPORTATION					
SUPP	DEPARTMENT SUPPLIES				33.24
PARTS	VEHICLE MAINTENANCE				2.99
SUPP	DEPARTMENT SUPPLIES				15.92
SUPP - ROPE	DEPARTMENT SUPPLIES				8.06
SUPP - WASHER FLUID	VEHICLE MAINTENANCE				27.30
Fund 212 - TRANSPORTATION Total:					87.51
Fund: 621 - ENVIRONMENTAL SERVICES					
dept supplies	DEPARTMENT SUPPLIES				348.13
Fund 621 - ENVIRONMENTAL SERVICES Total:					348.13
Vendor 00861 - HEILBRUN'S INC. Total:					1,268.40
Vendor: 03619 - HELENA CHEMICAL COMPANY					
Fund: 631 - WASTEWATER					
DEPT SUP	DEPARTMENT SUPPLIES				1,050.00
Fund 631 - WASTEWATER Total:					1,050.00
Fund: 641 - WATER					
CONTRACTUAL SVC	CONTRACTUAL SERVICES				3,766.10
Fund 641 - WATER Total:					3,766.10
Vendor 03619 - HELENA CHEMICAL COMPANY Total:					4,816.10
Vendor: 01571 - HIGH PLAINS SCUBA					
Fund: 111 - GENERAL					
shipping fees	DEPARTMENT SUPPLIES				67.15
Fund 111 - GENERAL Total:					67.15
Vendor 01571 - HIGH PLAINS SCUBA Total:					67.15
Vendor: 05667 - HOA SOLUTIONS, INC					
Fund: 631 - WASTEWATER					
EQUIP MAINT	EQUIPMENT MAINTENANCE				172.50
Fund 631 - WASTEWATER Total:					172.50
Vendor 05667 - HOA SOLUTIONS, INC Total:					172.50
Vendor: 00027 - HOLIDAY INN - MID TOWN					
Fund: 641 - WATER					
SCHOOLS & CONF	SCHOOL & CONFERENCE				415.00
Fund 641 - WATER Total:					415.00
Vendor 00027 - HOLIDAY INN - MID TOWN Total:					415.00
Vendor: 00299 - HULLINGER GLASS & LOCKS INC.					
Fund: 111 - GENERAL					
DEP SUP	DEPARTMENT SUPPLIES				2.75
DEP SUP	DEPARTMENT SUPPLIES				2.75
DEP SUP	DEPARTMENT SUPPLIES				11.00
Fund 111 - GENERAL Total:					16.50
Fund: 212 - TRANSPORTATION					
BUILD. MAIN - REPLACE GLASS	BUILDING MAINTENANCE				189.63
Fund 212 - TRANSPORTATION Total:					189.63
Fund: 621 - ENVIRONMENTAL SERVICES					
dept supplies	DEPARTMENT SUPPLIES				11.00
Fund 621 - ENVIRONMENTAL SERVICES Total:					11.00
Vendor 00299 - HULLINGER GLASS & LOCKS INC. Total:					217.13

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Description (Payable)	Account Name	(None)	(None)	(None)	Amount
Vendor: 06423 - HYDROTEX PARTNERS, LTD					
Fund: 212 - TRANSPORTATION					
OIL & PARTS CLEANER	DEPARTMENT SUPPLIES				1,306.08
Fund 212 - TRANSPORTATION Total:					1,306.08
Vendor 06423 - HYDROTEX PARTNERS, LTD Total:					1,306.08
Vendor: 00166 - ICMA RETIREMENT TRUST-457					
Fund: 713 - CASH & INVESTMENT POOL					
Def Comp	DEFERRED COMP EE PAY				1,325.14
Fund 713 - CASH & INVESTMENT POOL Total:					1,325.14
Vendor 00166 - ICMA RETIREMENT TRUST-457 Total:					1,325.14
Vendor: 00525 - IDEAL LAUNDRY AND CLEANERS, INC.					
Fund: 111 - GENERAL					
UNIFORMS	UNIFORMS & CLOTHING				96.39
DEP SUP	DEPARTMENT SUPPLIES				41.47
UNIFORMS	UNIFORMS & CLOTHING				96.39
JAN SUP	JANITORIAL SUPPLIES				34.15
JAN SUP	JANITORIAL SUPPLIES				85.32
JAN SUP	JANITORIAL SUPPLIES				250.84
UNIFORMS	UNIFORMS & CLOTHING				96.39
DEP SUP	DEPARTMENT SUPPLIES				76.82
DEP SUP	DEPARTMENT SUPPLIES				137.02
DEP SUP	DEPARTMENT SUPPLIES				82.45
DEP SUP	DEPARTMENT SUPPLIES				31.52
UNIFORMS	UNIFORMS & CLOTHING				96.39
JAN SUP	JANITORIAL SUPPLIES				46.13
DEP SUP	DEPARTMENT SUPPLIES				49.41
UNIFORMS	UNIFORMS & CLOTHING				96.39
Jan sup	JANITORIAL SUPPLIES				76.62
Jan sup	JANITORIAL SUPPLIES				76.62
Fund 111 - GENERAL Total:					1,470.32
Fund: 212 - TRANSPORTATION					
SUPP	DEPARTMENT SUPPLIES				68.13
SUPP	DEPARTMENT SUPPLIES				79.42
Fund 212 - TRANSPORTATION Total:					147.55
Fund: 621 - ENVIRONMENTAL SERVICES					
dept supplies	DEPARTMENT SUPPLIES				201.07
Fund 621 - ENVIRONMENTAL SERVICES Total:					201.07
Fund: 641 - WATER					
CONTRACTUAL SVC	CONTRACTUAL SERVICES				23.39
Fund 641 - WATER Total:					23.39
Vendor 00525 - IDEAL LAUNDRY AND CLEANERS, INC. Total:					1,842.33
Vendor: 00937 - INDEPENDENT PLUMBING AND HEATING, INC					
Fund: 111 - GENERAL					
GRD MTC	GROUNDS MAINTENANCE				119.51
EQP MTC	EQUIPMENT MAINTENANCE				1,016.78
Contract	CONTRACTUAL SERVICES				106.46
Fund 111 - GENERAL Total:					1,242.75
Vendor 00937 - INDEPENDENT PLUMBING AND HEATING, INC Total:					1,242.75
Vendor: 09291 - INGRAM LIBRARY SERVICES INC					
Fund: 111 - GENERAL					
Bks	BOOKS				81.46
Bks	BOOKS				41.09
Bks	BOOKS				126.10
Bks	BOOKS				28.74
Fund 111 - GENERAL Total:					277.39
Vendor 09291 - INGRAM LIBRARY SERVICES INC Total:					277.39

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Description (Payable)	Account Name	(None)	(None)	(None)	Amount
Vendor: 08154 - INTERNAL REVENUE SERVICE					
Fund: 713 - CASH & INVESTMENT POOL					
W/H taxes	MEDICARE W/H EE PAYABLE				3,998.73
W/H taxes	FICA W/H EE PAYABLE				14,994.57
W/H taxes	FED W/H EE PAYABLE				27,986.30
W/H taxes	MEDICARE W/H ER PAYABLE				3,998.73
W/H taxes	FICA W/H ER PAYABLE				14,994.57
Fund 713 - CASH & INVESTMENT POOL Total:					65,972.90
Fund: 812 - HEALTH INSURANCE					
FORM 720	TAX EXPENSE				680.00
Fund 812 - HEALTH INSURANCE Total:					680.00
Vendor 08154 - INTERNAL REVENUE SERVICE Total:					66,652.90
Vendor: 00194 - INTERNATIONAL ASSOCIATION OF PLUMBING & MECHANICAL OFFICIALS					
Fund: 111 - GENERAL					
DEPT MMBRSHIP	MEMBERSHIPS				150.00
Fund 111 - GENERAL Total:					150.00
Vendor 00194 - INTERNATIONAL ASSOCIATION OF PLUMBING & MECHANICAL OFFICIALS Total:					150.00
Vendor: 09425 - ISOM, JOHN					
Fund: 621 - ENVIRONMENTAL SERVICES					
uniform & clothing	UNIFORMS & CLOTHING				125.00
Fund 621 - ENVIRONMENTAL SERVICES Total:					125.00
Vendor 09425 - ISOM, JOHN Total:					125.00
Vendor: 00192 - J G ELLIOTT CO.INC.					
Fund: 111 - GENERAL					
NOTARY BLANKET E&O	BONDING				32.50
NOTARY BLANKET E&O	BONDING				16.25
NOTARY BLANKET E&O	BONDING				16.25
NOTARY BLANKET E&O	BONDING				243.75
Fund 111 - GENERAL Total:					308.75
Fund: 213 - CEMETERY					
NOTARY BLANKET E&O	BONDING				16.25
Fund 213 - CEMETERY Total:					16.25
Vendor 00192 - J G ELLIOTT CO.INC. Total:					325.00
Vendor: 09506 - J. R. BRICE					
Fund: 223 - KENO					
TREE REBATE	CONTRACTUAL SERVICES				119.98
Fund 223 - KENO Total:					119.98
Vendor 09506 - J. R. BRICE Total:					119.98
Vendor: 08642 - JEROLD E. HIGEL					
Fund: 212 - TRANSPORTATION					
ELECT. MAIN. - TRAFFIC CONTR.....ELECTRICAL MAINTENANCE					1,897.50
Fund 212 - TRANSPORTATION Total:					1,897.50
Vendor 08642 - JEROLD E. HIGEL Total:					1,897.50
Vendor: 06131 - JOHN DEERE FINANCIAL					
Fund: 111 - GENERAL					
DEP SUP	DEPARTMENT SUPPLIES				29.99
Fund 111 - GENERAL Total:					29.99
Fund: 631 - WASTEWATER					
DEPT SUP	DEPARTMENT SUPPLIES				15.99
Fund 631 - WASTEWATER Total:					15.99
Vendor 06131 - JOHN DEERE FINANCIAL Total:					45.98
Vendor: 08067 - JOHN DEERE FINANCIAL					
Fund: 111 - GENERAL					
DEP SUP	DEPARTMENT SUPPLIES				3.78
VEH MTC	VEHICLE MAINTENANCE				14.99

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Description (Payable)	Account Name	(None)	(None)	(None)	Amount
DEP SUP	DEPARTMENT SUPPLIES				27.99
DEP SUP	DEPARTMENT SUPPLIES				16.99
DEP SUP	DEPARTMENT SUPPLIES				33.98
Fund 111 - GENERAL Total:					97.73
Vendor 08067 - JOHN DEERE FINANCIAL Total:					97.73
Vendor: 09474 - JOHN DEERE FINANCIAL					
Fund: 111 - GENERAL					
EQP MTC	EQUIPMENT MAINTENANCE				2.26
EQP MTC	EQUIPMENT MAINTENANCE				20.15
Fund 111 - GENERAL Total:					22.41
Vendor 09474 - JOHN DEERE FINANCIAL Total:					22.41
Vendor: 09514 - JON MAAG					
Fund: 111 - GENERAL					
LIC PER	LICENSE/PERMITS				40.00
Fund 111 - GENERAL Total:					40.00
Vendor 09514 - JON MAAG Total:					40.00
Vendor: 09521 - JONATHAN BAKER					
Fund: 111 - GENERAL					
POL PAS	POOL PASSES				150.00
Fund 111 - GENERAL Total:					150.00
Vendor 09521 - JONATHAN BAKER Total:					150.00
Vendor: 09503 - JOSHUA JAMES BENZ					
Fund: 111 - GENERAL					
EQP MTC	EQUIPMENT MAINTENANCE				1,032.50
Fund 111 - GENERAL Total:					1,032.50
Vendor 09503 - JOSHUA JAMES BENZ Total:					1,032.50
Vendor: 09515 - JUDY JOHN					
Fund: 111 - GENERAL					
LIC PER	LICENSE/PERMITS				40.00
Fund 111 - GENERAL Total:					40.00
Vendor 09515 - JUDY JOHN Total:					40.00
Vendor: 09371 - KIRK BERNHARDT					
Fund: 111 - GENERAL					
CON SRV	CONTRACTUAL SERVICES				126.00
Fund 111 - GENERAL Total:					126.00
Vendor 09371 - KIRK BERNHARDT Total:					126.00
Vendor: 00639 - KRIZ-DAVIS COMPANY					
Fund: 631 - WASTEWATER					
ELECTRICAL MAINT	ELECTRICAL MAINTENANCE				580.00
Fund 631 - WASTEWATER Total:					580.00
Vendor 00639 - KRIZ-DAVIS COMPANY Total:					580.00
Vendor: 07802 - KUHLMAN, BOBBI					
Fund: 111 - GENERAL					
SCHOOLS & CONF	SCHOOL & CONFERENCE				174.00
Fund 111 - GENERAL Total:					174.00
Vendor 07802 - KUHLMAN, BOBBI Total:					174.00
Vendor: 09419 - KUNZ, MATT					
Fund: 111 - GENERAL					
POL PAS	POOL PASSES				125.00
Fund 111 - GENERAL Total:					125.00
Vendor 09419 - KUNZ, MATT Total:					125.00
Vendor: 04892 - LEAGUE ASSOCIATION OF RISK MANAGEMENT					
Fund: 111 - GENERAL					
DEDUCTIBLE REIMBURSEMENT	WORKERS COMPENSATION				1,000.00

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Description (Payable)	Account Name	(None)	(None)	(None)	Amount
DEDUCTIBLE REIMBURSEMENT	WORKERS COMPENSATION				369.30
				Fund 111 - GENERAL Total:	1,369.30
Fund: 631 - WASTEWATER					
DEDUCTIBLE REIMBURSEMENT	WORKERS COMPENSATION				148.67
				Fund 631 - WASTEWATER Total:	148.67
Fund: 641 - WATER					
DEDUCTIBLE REIMBURSEMENT	WORKERS COMPENSATION				216.39
				Fund 641 - WATER Total:	216.39
				Vendor 04892 - LEAGUE ASSOCIATION OF RISK MANAGEMENT Total:	1,734.36
Vendor: 05578 - LEXISNEXIS RISK DATA MANAGMENT INC					
Fund: 111 - GENERAL					
CONSULTING	CONSULTING SERVICES				100.00
				Fund 111 - GENERAL Total:	100.00
				Vendor 05578 - LEXISNEXIS RISK DATA MANAGMENT INC Total:	100.00
Vendor: 00242 - M.C. SCHAFF & ASSOCIATES, INC					
Fund: 111 - GENERAL					
DEPT CNTRCL SRVCS	CONTRACTUAL SERVICES				1,690.00
				Fund 111 - GENERAL Total:	1,690.00
				Vendor 00242 - M.C. SCHAFF & ASSOCIATES, INC Total:	1,690.00
Vendor: 08190 - MADISON NATIONAL LIFE					
Fund: 111 - GENERAL					
Life & Dis Ins	DISABILITY INSURANCE				641.93
				Fund 111 - GENERAL Total:	641.93
Fund: 713 - CASH & INVESTMENT POOL					
Life & Dis Ins	LIFE INS EE PAYABLE				38.68
Life & Dis Ins	DIS INC INS EE PAYABLE				334.88
Life & Dis Ins	LIFE INS ER PAYABLE				751.39
				Fund 713 - CASH & INVESTMENT POOL Total:	1,124.95
				Vendor 08190 - MADISON NATIONAL LIFE Total:	1,766.88
Vendor: 09522 - MARK SHIELDS					
Fund: 111 - GENERAL					
POOL PASS REFUND	POOL PASSES				125.00
				Fund 111 - GENERAL Total:	125.00
				Vendor 09522 - MARK SHIELDS Total:	125.00
Vendor: 08317 - MATHESON TRI-GAS INC					
Fund: 212 - TRANSPORTATION					
SUPP - WELD. ROD	DEPARTMENT SUPPLIES				37.53
				Fund 212 - TRANSPORTATION Total:	37.53
				Vendor 08317 - MATHESON TRI-GAS INC Total:	37.53
Vendor: 07588 - MATTHEW M. HUTT					
Fund: 111 - GENERAL					
CONTRACT SERVICES	CONTRACTUAL SERVICES				450.00
				Fund 111 - GENERAL Total:	450.00
				Vendor 07588 - MATTHEW M. HUTT Total:	450.00
Vendor: 06530 - M-B CO, INC					
Fund: 212 - TRANSPORTATION					
CUTTER SET FOR PAVE MARKIN...	EQUIPMENT MAINTENANCE				327.00
				Fund 212 - TRANSPORTATION Total:	327.00
				Vendor 06530 - M-B CO, INC Total:	327.00
Vendor: 07628 - MENARDS, INC					
Fund: 111 - GENERAL					
BLD MTC	BUILDING MAINTENANCE				5.97
DEP SUP	DEPARTMENT SUPPLIES				23.70
DEP SUP	DEPARTMENT SUPPLIES				33.29

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Description (Payable)	Account Name	(None)	(None)	(None)	Amount
BLD MTC	BUILDING MAINTENANCE				209.00
DEP SUP	DEPARTMENT SUPPLIES				61.23
DEP SUP	DEPARTMENT SUPPLIES				89.88
Fund 111 - GENERAL Total:					423.07
Fund: 213 - CEMETERY					
DEP SUP	DEPARTMENT SUPPLIES				301.60
DEP SUP	DEPARTMENT SUPPLIES				37.70
Fund 213 - CEMETERY Total:					339.30
Fund: 631 - WASTEWATER					
DEPT SUP	DEPARTMENT SUPPLIES				28.80
Fund 631 - WASTEWATER Total:					28.80
Fund: 661 - STORMWATER					
DEPT SUP	DEPARTMENT SUPPLIES				34.96
Fund 661 - STORMWATER Total:					34.96
Vendor 07628 - MENARDS, INC Total:					826.13
Vendor: 00705 - MIDLANDS NEWSPAPERS, INC					
Fund: 111 - GENERAL					
Legal Publishing	LEGAL PUBLICATIONS				36.74
Legal Publishing	LEGAL PUBLICATIONS				19.46
Legal Publishing	LEGAL PUBLICATIONS				700.98
Legal Publishing	LEGAL PUBLICATIONS				65.64
Legal Publishing	LEGAL PUBLICATIONS				12.97
Legal Publishing	RECRUITMENT				605.68
Fund 111 - GENERAL Total:					1,441.47
Fund: 212 - TRANSPORTATION					
Legal Publishing	LEGAL PUBLICATIONS				47.25
Fund 212 - TRANSPORTATION Total:					47.25
Fund: 641 - WATER					
Legal Publishing	LEGAL PUBLICATIONS				202.79
Fund 641 - WATER Total:					202.79
Fund: 661 - STORMWATER					
Legal Publishing	CONTRACTUAL SERVICES				880.00
Fund 661 - STORMWATER Total:					880.00
Vendor 00705 - MIDLANDS NEWSPAPERS, INC Total:					2,571.51
Vendor: 09354 - MIDWEST FARM SERVICE-ALLIANCE					
Fund: 111 - GENERAL					
EQP MTC	EQUIPMENT MAINTENANCE				112.92
Fund 111 - GENERAL Total:					112.92
Vendor 09354 - MIDWEST FARM SERVICE-ALLIANCE Total:					112.92
Vendor: 06145 - MIDWEST MOTOR SUPPLY CO INC					
Fund: 212 - TRANSPORTATION					
SUPP	DEPARTMENT SUPPLIES				671.41
Fund 212 - TRANSPORTATION Total:					671.41
Vendor 06145 - MIDWEST MOTOR SUPPLY CO INC Total:					671.41
Vendor: 08962 - MIKE WARREN					
Fund: 212 - TRANSPORTATION					
PARTS FOR OIL PUMP - GAUGE	EQUIPMENT MAINTENANCE				56.18
Fund 212 - TRANSPORTATION Total:					56.18
Vendor 08962 - MIKE WARREN Total:					56.18
Vendor: 01230 - MIZE, ROBERT					
Fund: 621 - ENVIRONMENTAL SERVICES					
uniforms & clothing	UNIFORMS & CLOTHING				125.00
Fund 621 - ENVIRONMENTAL SERVICES Total:					125.00
Vendor 01230 - MIZE, ROBERT Total:					125.00

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Description (Payable)	Account Name	(None)	(None)	(None)	Amount
Vendor: 00278 - MONUMENT CAR WASH INC					
Fund: 111 - GENERAL					
VEH MAINT	VEHICLE MAINTENANCE				329.02
				Fund 111 - GENERAL Total:	329.02
Fund: 631 - WASTEWATER					
VEH MAINT	VEHICLE MAINTENANCE				18.00
				Fund 631 - WASTEWATER Total:	18.00
Fund: 641 - WATER					
VEH MAINT	VEHICLE MAINTENANCE				14.20
				Fund 641 - WATER Total:	14.20
				Vendor 00278 - MONUMENT CAR WASH INC Total:	361.22
Vendor: 08967 - MONUMENT PREVENTION COALITION					
Fund: 111 - GENERAL					
CONTRACTUAL	CONTRACTUAL SERVICES				939.94
				Fund 111 - GENERAL Total:	939.94
				Vendor 08967 - MONUMENT PREVENTION COALITION Total:	939.94
Vendor: 09075 - NATHAN JOHNSON					
Fund: 111 - GENERAL					
Schools/Conf	SCHOOL & CONFERENCE				695.00
				Fund 111 - GENERAL Total:	695.00
				Vendor 09075 - NATHAN JOHNSON Total:	695.00
Vendor: 04082 - NE CHILD SUPPORT PAYMENT CENTER					
Fund: 713 - CASH & INVESTMENT POOL					
NE CHILD SUPPORT PYBLE	CHILD SUPPORT EE PAY				1,814.68
				Fund 713 - CASH & INVESTMENT POOL Total:	1,814.68
				Vendor 04082 - NE CHILD SUPPORT PAYMENT CENTER Total:	1,814.68
Vendor: 08083 - NE COLORADO CELLULAR, INC					
Fund: 631 - WASTEWATER					
CONTRACTUAL SVC	CONTRACTUAL SERVICES				16.17
				Fund 631 - WASTEWATER Total:	16.17
Fund: 641 - WATER					
CONTRACTUAL SVC	CONTRACTUAL SERVICES				16.16
				Fund 641 - WATER Total:	16.16
				Vendor 08083 - NE COLORADO CELLULAR, INC Total:	32.33
Vendor: 00797 - NE DEPT OF REVENUE					
Fund: 713 - CASH & INVESTMENT POOL					
W/H taxes	STATE W/H EE PAYABLE				18,171.53
				Fund 713 - CASH & INVESTMENT POOL Total:	18,171.53
				Vendor 00797 - NE DEPT OF REVENUE Total:	18,171.53
Vendor: 01358 - NE LAW ENFORCEMENT TRAINING CENTER					
Fund: 111 - GENERAL					
SCHOOLS & CONF	SCHOOL & CONFERENCE				10.00
SCHOOLS & CONF	SCHOOL & CONFERENCE				10.00
				Fund 111 - GENERAL Total:	20.00
				Vendor 01358 - NE LAW ENFORCEMENT TRAINING CENTER Total:	20.00
Vendor: 04460 - NEBRASKA INTERACTIVE, LLC					
Fund: 111 - GENERAL					
DRIVERS LICENSE RECORDS	CONSULTING SERVICES				12.00
				Fund 111 - GENERAL Total:	12.00
				Vendor 04460 - NEBRASKA INTERACTIVE, LLC Total:	12.00
Vendor: 00578 - NEBRASKA PUBLIC POWER DISTRICT					
Fund: 111 - GENERAL					
Electric	ELECTRICITY				384.92
Electric	ELECTRICITY				383.16

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Description (Payable)	Account Name	(None)	(None)	(None)	Amount
Electric	ELECTRICITY				158.92
Electric	ELECTRICITY				78.94
Electric	ELECTRICITY				383.16
Electric	ELECTRICITY				1,620.78
Electric	ELECTRICITY				3,010.71
Electric	ELECTRICITY				145.32
Electric	ELECTRICITY				1,522.33
Electric	STREET LIGHTS				100.40
Fund 111 - GENERAL Total:					7,788.64
Fund: 212 - TRANSPORTATION					
Electric	ELECTRICITY				574.89
Electric	ELECTRIC POWER				1,740.90
Electric	STREET LIGHTS				28,001.05
Fund 212 - TRANSPORTATION Total:					30,316.84
Fund: 213 - CEMETERY					
Electric	ELECTRICITY				147.03
Fund 213 - CEMETERY Total:					147.03
Fund: 216 - BUSINESS IMPROVEMENT					
Electric	STREET LIGHTS				85.42
Fund 216 - BUSINESS IMPROVEMENT Total:					85.42
Fund: 621 - ENVIRONMENTAL SERVICES					
Electric	ELECTRICITY				497.06
Fund 621 - ENVIRONMENTAL SERVICES Total:					497.06
Fund: 631 - WASTEWATER					
Electric	ELECTRICITY				591.91
Electric	ELECTRIC POWER				153.41
Fund 631 - WASTEWATER Total:					745.32
Fund: 641 - WATER					
Electric	ELECTRICITY				27.35
Electric	ELECTRIC POWER				282.08
Fund 641 - WATER Total:					309.43
Vendor 00578 - NEBRASKA PUBLIC POWER DISTRICT Total:					39,889.74
Vendor: 04198 - NEBRASKALAND TIRE, INC					
Fund: 111 - GENERAL					
VEH MAINT	VEHICLE MAINTENANCE				611.11
VEH MAINT	VEHICLE MAINTENANCE				14.50
Fund 111 - GENERAL Total:					625.61
Vendor 04198 - NEBRASKALAND TIRE, INC Total:					625.61
Vendor: 09509 - NEMNICH AUTOMOTIVE					
Fund: 212 - TRANSPORTATION					
ALIGNMENT ON PICKUP	VEHICLE MAINTENANCE				1,197.74
Fund 212 - TRANSPORTATION Total:					1,197.74
Vendor 09509 - NEMNICH AUTOMOTIVE Total:					1,197.74
Vendor: 09413 - NEOPOST					
Fund: 111 - GENERAL					
Postage	POSTAGE				1,000.00
Fund 111 - GENERAL Total:					1,000.00
Vendor 09413 - NEOPOST Total:					1,000.00
Vendor: 09409 - NETWORKFLEET, INC					
Fund: 212 - TRANSPORTATION					
SUPP - GPS SERVICE	DEPARTMENT SUPPLIES				18.95
Fund 212 - TRANSPORTATION Total:					18.95
Vendor 09409 - NETWORKFLEET, INC Total:					18.95

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Description (Payable)	Account Name	(None)	(None)	(None)	Amount
Vendor: 09487 - NEWMAN, TIMOTHY					
Fund: 111 - GENERAL					
SCHOOLS & CONF	SCHOOL & CONFERENCE				279.00
				Fund 111 - GENERAL Total:	279.00
				Vendor 09487 - NEWMAN, TIMOTHY Total:	279.00
Vendor: 09510 - NORMAN OTT					
Fund: 223 - KENO					
TREE REBATE	CONTRACTUAL SERVICES				99.98
				Fund 223 - KENO Total:	99.98
				Vendor 09510 - NORMAN OTT Total:	99.98
Vendor: 08026 - NORTHERN LAKE SERVICE, INC					
Fund: 641 - WATER					
SAMPLES	SAMPLES				1,456.00
SAMPLES	SAMPLES				1,456.00
				Fund 641 - WATER Total:	2,912.00
				Vendor 08026 - NORTHERN LAKE SERVICE, INC Total:	2,912.00
Vendor: 00139 - NORTHWEST PIPE FITTINGS, INC. OF SCOTTSBLUFF					
Fund: 111 - GENERAL					
GRD MTC	GROUNDS MAINTENANCE				25.68
				Fund 111 - GENERAL Total:	25.68
				Vendor 00139 - NORTHWEST PIPE FITTINGS, INC. OF SCOTTSBLUFF Total:	25.68
Vendor: 00117 - NWEA					
Fund: 631 - WASTEWATER					
SCHOOLS & CONF	SCHOOL & CONFERENCE				60.00
				Fund 631 - WASTEWATER Total:	60.00
				Vendor 00117 - NWEA Total:	60.00
Vendor: 01757 - OCLC ONLINE COMPUTER LIBRARY CENTER, INC					
Fund: 111 - GENERAL					
Cont. srvc	CONTRACTUAL SERVICES				300.85
				Fund 111 - GENERAL Total:	300.85
				Vendor 01757 - OCLC ONLINE COMPUTER LIBRARY CENTER, INC Total:	300.85
Vendor: 08840 - ONE CALL CONCEPTS, INC					
Fund: 212 - TRANSPORTATION					
Contract	CONTRACTUAL SERVICES				47.95
				Fund 212 - TRANSPORTATION Total:	47.95
Fund: 631 - WASTEWATER					
Contract	CONTRACTUAL SERVICES				47.95
				Fund 631 - WASTEWATER Total:	47.95
Fund: 641 - WATER					
Contract	CONTRACTUAL SERVICES				47.95
				Fund 641 - WATER Total:	47.95
				Vendor 08840 - ONE CALL CONCEPTS, INC Total:	143.85
Vendor: 01807 - OREGON TRAIL COMMUNITY FOUNDATION, INC					
Fund: 111 - GENERAL					
DEPT SCHL & CONF	SCHOOL & CONFERENCE				15.00
				Fund 111 - GENERAL Total:	15.00
				Vendor 01807 - OREGON TRAIL COMMUNITY FOUNDATION, INC Total:	15.00
Vendor: 00285 - OREGON TRAIL PLUMBING, HEATING & COOLING INC					
Fund: 111 - GENERAL					
EQP MTC	EQUIPMENT MAINTENANCE				787.00
				Fund 111 - GENERAL Total:	787.00
				Vendor 00285 - OREGON TRAIL PLUMBING, HEATING & COOLING INC Total:	787.00

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Description (Payable)	Account Name	(None)	(None)	(None)	Amount
Vendor: 00550 - PANHANDLE COOPERATIVE ASSOCIATION					
Fund: 111 - GENERAL					
monthly fuel	GASOLINE				658.39
DEPT FUEL	GASOLINE				209.84
FUEL	GASOLINE				1,975.56
FUEL	GASOLINE				-58.40
FUEL	GASOLINE				10.63
FUEL	OTHER FUEL				1,549.50
Fund 111 - GENERAL Total:					4,345.52
Fund: 212 - TRANSPORTATION					
UNLEADED GASOLINE	GASOLINE				849.83
UNLEADED GASOLINE	OTHER FUEL				1,355.92
Fund 212 - TRANSPORTATION Total:					2,205.75
Fund: 213 - CEMETERY					
FUEL	GASOLINE				72.27
Fund 213 - CEMETERY Total:					72.27
Fund: 621 - ENVIRONMENTAL SERVICES					
Gasoline	GASOLINE				5,717.82
Fund 621 - ENVIRONMENTAL SERVICES Total:					5,717.82
Fund: 631 - WASTEWATER					
FUEL	GASOLINE				743.01
FUEL	OTHER FUEL				2,548.95
Fund 631 - WASTEWATER Total:					3,291.96
Fund: 641 - WATER					
FUEL	GASOLINE				1,218.03
FUEL	OTHER FUEL				135.39
Fund 641 - WATER Total:					1,353.42
Fund: 721 - GIS SERVICES					
DEPT FUEL	GASOLINE				32.04
Fund 721 - GIS SERVICES Total:					32.04
Vendor 00550 - PANHANDLE COOPERATIVE ASSOCIATION Total:					17,018.78
Vendor: 00487 - PANHANDLE ENVIRONMENTAL SERVICES INC					
Fund: 641 - WATER					
SAMPLES	SAMPLES				72.00
SAMPLES	SAMPLES				54.00
Fund 641 - WATER Total:					126.00
Vendor 00487 - PANHANDLE ENVIRONMENTAL SERVICES INC Total:					126.00
Vendor: 04494 - PAUL REED CONSTRUCTION & SUPPLY, INC					
Fund: 212 - TRANSPORTATION					
CRUSHED CONCRETE FOR ALLE...	STREET REPAIR SUPPLIES				889.84
Fund 212 - TRANSPORTATION Total:					889.84
Vendor 04494 - PAUL REED CONSTRUCTION & SUPPLY, INC Total:					889.84
Vendor: 01060 - PEPSI COLA OF WESTERN NEBRASKA, LLC					
Fund: 111 - GENERAL					
CON SUP	CONCESSION SUPPLIES				121.00
Fund 111 - GENERAL Total:					121.00
Vendor 01060 - PEPSI COLA OF WESTERN NEBRASKA, LLC Total:					121.00
Vendor: 01276 - PLATTE VALLEY BANK					
Fund: 713 - CASH & INVESTMENT POOL					
HSA	HSA EE PAYABLE				12,193.98
HSA	HSA ER PAYABLE				1,231.25
Fund 713 - CASH & INVESTMENT POOL Total:					13,425.23
Vendor 01276 - PLATTE VALLEY BANK Total:					13,425.23

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Description (Payable)	Account Name	(None)	(None)	(None)	Amount
Vendor: 00272 - POSTMASTER					
Fund: 621 - ENVIRONMENTAL SERVICES					
Postage	POSTAGE				87.61
Postage	POSTAGE				125.44
Fund 621 - ENVIRONMENTAL SERVICES Total:					213.05
Fund: 631 - WASTEWATER					
Postage	POSTAGE				87.61
Postage	POSTAGE				125.44
Fund 631 - WASTEWATER Total:					213.05
Fund: 641 - WATER					
Postage	POSTAGE				87.60
Postage	POSTAGE				125.45
Fund 641 - WATER Total:					213.05
Vendor 00272 - POSTMASTER Total:					639.15
Vendor: 00796 - POWERPLAN					
Fund: 621 - ENVIRONMENTAL SERVICES					
equip mtnc	EQUIPMENT MAINTENANCE				558.59
Fund 621 - ENVIRONMENTAL SERVICES Total:					558.59
Vendor 00796 - POWERPLAN Total:					558.59
Vendor: 00266 - QUILL CORPORATION					
Fund: 111 - GENERAL					
Dept Supp	DEPARTMENT SUPPLIES				140.79
DEPT SUPPL	DEPARTMENT SUPPLIES				227.79
INVEST SUPPL	INVESTIGATION SUPPLIES				91.62
DEPT SUPPL	DEPARTMENT SUPPLIES				111.95
INVEST SUPPL	INVESTIGATION SUPPLIES				32.97
Fund 111 - GENERAL Total:					605.12
Vendor 00266 - QUILL CORPORATION Total:					605.12
Vendor: 06780 - RAILROAD MANAGEMENT CO III, LLC					
Fund: 212 - TRANSPORTATION					
RENT - LAND	RENT-LAND				160.78
Fund 212 - TRANSPORTATION Total:					160.78
Vendor 06780 - RAILROAD MANAGEMENT CO III, LLC Total:					160.78
Vendor: 04089 - REGIONAL CARE INC					
Fund: 812 - HEALTH INSURANCE					
Med Clms	CLAIMS EXPENSE				7,101.26
Flex Clms	FLEXIBLE BENFT EXPENSES				391.20
Medical clms	CLAIMS EXPENSE				6,977.13
Flex clm	FLEXIBLE BENFT EXPENSES				25.00
Fund 812 - HEALTH INSURANCE Total:					14,494.59
Vendor 04089 - REGIONAL CARE INC Total:					14,494.59
Vendor: 00364 - REGIONAL WEST MEDICAL CENTER					
Fund: 111 - GENERAL					
vaccinations group 2 of five staff	CONTRACTUAL SERVICES				1,041.75
vaccination tests - five staff	CONTRACTUAL SERVICES				1,041.75
Fund 111 - GENERAL Total:					2,083.50
Vendor 00364 - REGIONAL WEST MEDICAL CENTER Total:					2,083.50
Vendor: 00798 - REGISTER OF DEEDS					
Fund: 111 - GENERAL					
DEPT SUP	DEPARTMENT SUPPLIES				20.00
Fund 111 - GENERAL Total:					20.00
Fund: 213 - CEMETERY					
LEG FEE	LEGAL FEES				10.00
LEG FEE	LEGAL FEES				10.00
LEG FEE	LEGAL FEES				10.00

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Description (Payable)	Account Name	(None)	(None)	(None)	Amount
LEG FEE	LEGAL FEES				10.00
				Fund 213 - CEMETERY Total:	40.00
				Vendor 00798 - REGISTER OF DEEDS Total:	60.00
Vendor: 09519 - RICHARD P CASTILLO					
Fund: 111 - GENERAL					
CON SRV	CONTRACTUAL SERVICES				162.00
				Fund 111 - GENERAL Total:	162.00
				Vendor 09519 - RICHARD P CASTILLO Total:	162.00
Vendor: 01333 - ROB KIESEL					
Fund: 111 - GENERAL					
SCHOOLS & CONF	SCHOOL & CONFERENCE				159.00
				Fund 111 - GENERAL Total:	159.00
				Vendor 01333 - ROB KIESEL Total:	159.00
Vendor: 09327 - RS VENTURES LLC					
Fund: 111 - GENERAL					
VEH MAINT	VEHICLE MAINTENANCE				123.20
VEH MAINT	VEHICLE MAINTENANCE				123.20
VEH MAINT	VEHICLE MAINTENANCE				504.04
VEH MAINT	VEHICLE MAINTENANCE				543.86
VEH MAINT	VEHICLE MAINTENANCE				110.00
VEH MAINT	VEHICLE MAINTENANCE				116.53
				Fund 111 - GENERAL Total:	1,520.83
				Vendor 09327 - RS VENTURES LLC Total:	1,520.83
Vendor: 00026 - S M E C					
Fund: 713 - CASH & INVESTMENT POOL					
Emp Deductions	SMEC EE PAYABLE				238.00
				Fund 713 - CASH & INVESTMENT POOL Total:	238.00
				Vendor 00026 - S M E C Total:	238.00
Vendor: 00257 - SANDBERG IMPLEMENT, INC					
Fund: 111 - GENERAL					
EQP MTC	EQUIPMENT MAINTENANCE				723.55
EQP MTC	EQUIPMENT MAINTENANCE				72.74
				Fund 111 - GENERAL Total:	796.29
Fund: 212 - TRANSPORTATION					
PARTS FOR TRIMMERS	EQUIPMENT MAINTENANCE				8.32
PARTS FOR GRIND/LAZR	EQUIPMENT MAINTENANCE				21.23
				Fund 212 - TRANSPORTATION Total:	29.55
Fund: 213 - CEMETERY					
EQP MTC	EQUIPMENT MAINTENANCE				128.11
EQP MTC	EQUIPMENT MAINTENANCE				179.87
EQP MTC	EQUIPMENT MAINTENANCE				356.79
				Fund 213 - CEMETERY Total:	664.77
				Vendor 00257 - SANDBERG IMPLEMENT, INC Total:	1,490.61
Vendor: 02531 - SCB FIREFIGHTERS UNION LOCAL 1454					
Fund: 713 - CASH & INVESTMENT POOL					
FIRE EE DUES	FIRE UNION DUES EE PAY				210.00
				Fund 713 - CASH & INVESTMENT POOL Total:	210.00
				Vendor 02531 - SCB FIREFIGHTERS UNION LOCAL 1454 Total:	210.00
Vendor: 00852 - SCOTTS BLUFF COUNTY COURT					
Fund: 111 - GENERAL					
Legal Fees	LEGAL FEES				402.00
LEGAL FEES	LEGAL FEES				5.00

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Description (Payable)	Account Name	(None)	(None)	(None)	Amount
LEGAL FEES	LEGAL FEES				10.00
Fund 111 - GENERAL Total:					417.00
Vendor 00852 - SCOTTS BLUFF COUNTY COURT Total:					417.00
Vendor: 00111 - SCOTTSBLUFF BODY & PAINT					
Fund: 111 - GENERAL					
TOW SERVICE	CONTRACTUAL SERVICES				70.00
TOW SERVICE	CONTRACTUAL SERVICES				65.00
TOW SERVICE	CONTRACTUAL SERVICES				65.00
TOW SERVICE	CONTRACTUAL SERVICES				85.00
TOW SERVICE	CONTRACTUAL SERVICES				85.00
TOW SERVICE	CONTRACTUAL SERVICES				65.00
TOW SERVICE	CONTRACTUAL SERVICES				70.00
TOW SERVICE	CONTRACTUAL SERVICES				70.00
TOW SERVICE	CONTRACTUAL SERVICES				65.00
Fund 111 - GENERAL Total:					640.00
Vendor 00111 - SCOTTSBLUFF BODY & PAINT Total:					640.00
Vendor: 01973 - SCOTTSBLUFF LANDSCAPING INC					
Fund: 111 - GENERAL					
GRD MTC	GROUNDS MAINTENANCE				425.00
Fund 111 - GENERAL Total:					425.00
Vendor 01973 - SCOTTSBLUFF LANDSCAPING INC Total:					425.00
Vendor: 00273 - SCOTTSBLUFF POLICE OFFICERS ASSOCIATION					
Fund: 713 - CASH & INVESTMENT POOL					
POLICE EE DUES	POL UNION DUES EE PAY				600.00
Fund 713 - CASH & INVESTMENT POOL Total:					600.00
Vendor 00273 - SCOTTSBLUFF POLICE OFFICERS ASSOCIATION Total:					600.00
Vendor: 08966 - SCOTTSBLUFF SCREEN PRINTING					
Fund: 111 - GENERAL					
UNF CTH	UNIFORMS & CLOTHING				50.00
Fund 111 - GENERAL Total:					50.00
Vendor 08966 - SCOTTSBLUFF SCREEN PRINTING Total:					50.00
Vendor: 08180 - SCREENVISION					
Fund: 661 - STORMWATER					
CONTRACTUAL SVC	CONTRACTUAL SERVICES				136.00
Fund 661 - STORMWATER Total:					136.00
Vendor 08180 - SCREENVISION Total:					136.00
Vendor: 05638 - SHRADDHA, LLC					
Fund: 111 - GENERAL					
fire school room - McDowell	SCHOOL & CONFERENCE				359.85
fire school room- miller	SCHOOL & CONFERENCE				344.85
Fund 111 - GENERAL Total:					704.70
Vendor 05638 - SHRADDHA, LLC Total:					704.70
Vendor: 01031 - SIMON CONTRACTORS					
Fund: 212 - TRANSPORTATION					
CONCRETE	STREET MAINTENANCE				981.00
CONCRETE	STREET MAINTENANCE				1,494.00
CONCRETE	STREET MAINTENANCE				1,026.00
CONCRETE	STREET MAINTENANCE				936.00
CONCRETE	STREET MAINTENANCE				981.00
CONCRETE	STREET MAINTENANCE				891.00
CONCRETE	STREET MAINTENANCE				728.00
Fund 212 - TRANSPORTATION Total:					7,037.00
Vendor 01031 - SIMON CONTRACTORS Total:					7,037.00

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Description (Payable)	Account Name	(None)	(None)	(None)	Amount
Vendor: 00513 - SNELL SERVICES INC.					
Fund: 111 - GENERAL					
GRD MTC	GROUNDS MAINTENANCE				180.11
				Fund 111 - GENERAL Total:	180.11
				Vendor 00513 - SNELL SERVICES INC. Total:	180.11
Vendor: 00269 - SOURCE GAS					
Fund: 111 - GENERAL					
Monthly Energy Fuel	HEATING FUEL				135.09
Monthly Energy Fuel	HEATING FUEL				70.52
Monthly Energy Fuel	HEATING FUEL				70.52
Monthly Energy Fuel	HEATING FUEL				29.43
Monthly Energy Fuel	HEATING FUEL				125.42
Monthly Energy Fuel	HEATING FUEL				73.35
Monthly Energy Fuel	HEATING FUEL				1,678.28
				Fund 111 - GENERAL Total:	2,182.61
Fund: 212 - TRANSPORTATION					
Monthly Energy Fuel	HEATING FUEL				843.18
				Fund 212 - TRANSPORTATION Total:	843.18
Fund: 621 - ENVIRONMENTAL SERVICES					
Monthly Energy Fuel	HEATING FUEL				131.37
				Fund 621 - ENVIRONMENTAL SERVICES Total:	131.37
Fund: 641 - WATER					
Monthly Energy Fuel	HEATING FUEL				149.21
				Fund 641 - WATER Total:	149.21
				Vendor 00269 - SOURCE GAS Total:	3,306.37
Vendor: 09507 - STEVE W. HODGES					
Fund: 111 - GENERAL					
CON SRV	CONTRACTUAL SERVICES				288.00
				Fund 111 - GENERAL Total:	288.00
				Vendor 09507 - STEVE W. HODGES Total:	288.00
Vendor: 01013 - TEACHERS' CORNER					
Fund: 111 - GENERAL					
Dep sup	DEPARTMENT SUPPLIES				8.24
				Fund 111 - GENERAL Total:	8.24
				Vendor 01013 - TEACHERS' CORNER Total:	8.24
Vendor: 07687 - THE CHICAGO LUMBER COMPANY OF OMAHA INC					
Fund: 621 - ENVIRONMENTAL SERVICES					
dept supplies	DEPARTMENT SUPPLIES				10.80
				Fund 621 - ENVIRONMENTAL SERVICES Total:	10.80
				Vendor 07687 - THE CHICAGO LUMBER COMPANY OF OMAHA INC Total:	10.80
Vendor: 09379 - THOMAS P MILLER & ASSOCIATES, LLC					
Fund: 224 - ECONOMIC DEVELOPMENT					
Contract	CONTRACTUAL SERVICES				19,937.78
				Fund 224 - ECONOMIC DEVELOPMENT Total:	19,937.78
				Vendor 09379 - THOMAS P MILLER & ASSOCIATES, LLC Total:	19,937.78
Vendor: 00063 - TOMMY'S JOHNNYS INC					
Fund: 111 - GENERAL					
CON SRV	CONTRACTUAL SERVICES				810.00
CON SRV	CONTRACTUAL SERVICES				495.00
				Fund 111 - GENERAL Total:	1,305.00
				Vendor 00063 - TOMMY'S JOHNNYS INC Total:	1,305.00

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Description (Payable)	Account Name	(None)	(None)	(None)	Amount
Vendor: 08002 - TOYOTA MOTOR CREDIT CORPORATION					
Fund: 111 - GENERAL					
HIDTA CAR LEASE	RENT-MACHINES				383.99
Fund 111 - GENERAL Total:					383.99
Vendor 08002 - TOYOTA MOTOR CREDIT CORPORATION Total:					383.99
 Vendor: 07537 - TRANS IOWA EQUIPMENT LLC					
Fund: 212 - TRANSPORTATION					
PAYMENT ON ROTARY SNOW B... EQUIPMENT					2,500.00
Fund 212 - TRANSPORTATION Total:					2,500.00
Vendor 07537 - TRANS IOWA EQUIPMENT LLC Total:					2,500.00
 Vendor: 09239 - UNIQUE MANAGEMENT SERVICES, INC					
Fund: 111 - GENERAL					
Cont. srvc	CONTRACTUAL SERVICES				232.70
Fund 111 - GENERAL Total:					232.70
Vendor 09239 - UNIQUE MANAGEMENT SERVICES, INC Total:					232.70
 Vendor: 08887 - UPSTART ENTERPRISES, LLC					
Fund: 111 - GENERAL					
DEPT SUPPL	DEPARTMENT SUPPLIES				11.89
DEPT SUPPL	DEPARTMENT SUPPLIES				65.49
Fund 111 - GENERAL Total:					77.38
Vendor 08887 - UPSTART ENTERPRISES, LLC Total:					77.38
 Vendor: 01217 - US BANK					
Fund: 212 - TRANSPORTATION					
Bond Int	DEBT SERVICE-INTEREST				2,732.50
Fund 212 - TRANSPORTATION Total:					2,732.50
Vendor 01217 - US BANK Total:					2,732.50
 Vendor: 08828 - US BANK					
Fund: 111 - GENERAL					
equipment repairs	EQUIPMENT MAINTENANCE				3.95
equipment repairs-hubbs card	EQUIPMENT MAINTENANCE				60.97
fire school registration	SCHOOL & CONFERENCE				220.00
uniform pins	DEPARTMENT SUPPLIES				72.00
fuel for fire school - miller	GASOLINE				37.75
fuel city car fire school	GASOLINE				42.73
DEP SUP	DEPARTMENT SUPPLIES				55.33
GASOLINE	GASOLINE				36.13
GASOLINE	GASOLINE				38.73
car seat cert. Parrish	MEMBERSHIPS				50.00
EQUIP MAINT	EQUIPMENT MAINTENANCE				195.21
SCH CON	SCHOOL & CONFERENCE				33.12
GASOLINE	GASOLINE				24.93
GASOLINE	GASOLINE				22.79
GASOLINE	GASOLINE				33.79
SCH CON	SCHOOL & CONFERENCE				54.88
SCH CON	SCHOOL & CONFERENCE				146.20
GASOLINE	GASOLINE				38.02
Fund 111 - GENERAL Total:					1,166.53
 Fund: 215 - SPECIAL PROJECTS					
DEP SUP	DEPARTMENT SUPPLIES				67.69
Fund 215 - SPECIAL PROJECTS Total:					67.69
Vendor 08828 - US BANK Total:					1,234.22

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Description (Payable)	Account Name	(None)	(None)	(None)	Amount
Vendor: 01894 - VAN DIEST SUPPLY COMPANY					
Fund: 212 - TRANSPORTATION					
BIOMIST - MOS. SPRAY	DEPARTMENT SUPPLIES				1,022.25
Fund 212 - TRANSPORTATION Total:					1,022.25
Vendor 01894 - VAN DIEST SUPPLY COMPANY Total:					1,022.25
Vendor: 04529 - W & R INC					
Fund: 641 - WATER					
ELECTRICAL MAINT	ELECTRICAL MAINTENANCE				2,772.47
Fund 641 - WATER Total:					2,772.47
Vendor 04529 - W & R INC Total:					2,772.47
Vendor: 03674 - WELLS FARGO BANK, N.A.					
Fund: 713 - CASH & INVESTMENT POOL					
Retirement	REGULAR RETIRE EE PAY				7,248.10
Retirement	RETIRE FIRE EE PAYABLE				2,646.22
Retirement	RETIRE POLICE EE PAY				4,477.65
Retirement	REGULAR RETIRE ER PAY				6,869.56
Retirement	RETIRE-FIRE ER PAYABLE				4,498.41
Retirement	RETIRE-POLICE ER PAY				4,425.71
Fund 713 - CASH & INVESTMENT POOL Total:					30,165.65
Vendor 03674 - WELLS FARGO BANK, N.A. Total:					30,165.65
Vendor: 00344 - WESTERN PATHOLOGY CONSULTANTS, INC					
Fund: 111 - GENERAL					
CONTRACT SERVICES	CONTRACTUAL SERVICES				242.00
Fund 111 - GENERAL Total:					242.00
Vendor 00344 - WESTERN PATHOLOGY CONSULTANTS, INC Total:					242.00
Vendor: 04430 - WESTERN TRAVEL TERMINAL, LLC					
Fund: 641 - WATER					
VEH MAINT	VEHICLE MAINTENANCE				13.00
Fund 641 - WATER Total:					13.00
Vendor 04430 - WESTERN TRAVEL TERMINAL, LLC Total:					13.00
Vendor: 02057 - YOUNG MEN'S CHRISTIAN ASSOCIATION OF SCOTTSBLUFF, NE					
Fund: 713 - CASH & INVESTMENT POOL					
Fitness Prgm	YMCA PAY EE				2,115.00
Fund 713 - CASH & INVESTMENT POOL Total:					2,115.00
Vendor 02057 - YOUNG MEN'S CHRISTIAN ASSOCIATION OF SCOTTSBLUFF, NE Total:					2,115.00
Grand Total:					415,645.08

Report Summary

Fund Summary

Fund	Expense Amount	Payment Amount
111 - GENERAL	56,786.06	641.93
212 - TRANSPORTATION	58,327.45	2,732.50
213 - CEMETERY	1,349.17	0.00
215 - SPECIAL PROJECTS	67.69	0.00
216 - BUSINESS IMPROVEMENT	613.20	0.00
223 - KENO	2,837.44	0.00
224 - ECONOMIC DEVELOPMENT	26,270.28	0.00
321 - TIF PROJECTS	16,203.49	0.00
621 - ENVIRONMENTAL SERVICES	68,950.20	213.05
631 - WASTEWATER	7,433.12	213.05
641 - WATER	23,436.60	213.05
661 - STORMWATER	2,740.72	0.00
713 - CASH & INVESTMENT POOL	135,388.84	135,388.84
721 - GIS SERVICES	66.23	0.00
812 - HEALTH INSURANCE	15,174.59	14,494.59
Grand Total:	415,645.08	153,897.01

Account Summary

Account Number	Account Name	Expense Amount	Payment Amount
111-42205-172	POOL PASSES	785.00	0.00
111-51261-141	WORKERS COMPENSATI...	1,000.00	0.00
111-51261-142	WORKERS COMPENSATI...	369.30	0.00
111-51281-142	DISABILITY INSURANCE	641.93	641.93
111-52111-111	DEPARTMENT SUPPLIES	157.79	0.00
111-52111-116	DEPARTMENT SUPPLIES	199.99	0.00
111-52111-121	DEPARTMENT SUPPLIES	97.03	0.00
111-52111-141	DEPARTMENT SUPPLIES	659.15	0.00
111-52111-142	DEPARTMENT SUPPLIES	688.46	0.00
111-52111-151	DEPARTMENT SUPPLIES	124.59	0.00
111-52111-171	DEPARTMENT SUPPLIES	841.94	0.00
111-52111-172	DEPARTMENT SUPPLIES	1,021.02	0.00
111-52114-172	CONCESSION SUPPLIES	427.56	0.00
111-52121-151	JANITORIAL SUPPLIES	153.24	0.00
111-52121-171	JANITORIAL SUPPLIES	416.44	0.00
111-52163-142	INVESTIGATION SUPPLIES	176.91	0.00
111-52181-141	UNIFORMS & CLOTHING	447.50	0.00
111-52181-142	UNIFORMS & CLOTHING	1,916.38	0.00
111-52181-172	UNIFORMS & CLOTHING	1,050.49	0.00
111-52222-151	BOOKS	277.39	0.00
111-52225-112	SUBSCRIPTIONS	479.00	0.00
111-52311-121	MEMBERSHIPS	150.00	0.00
111-52311-141	MEMBERSHIPS	50.00	0.00
111-52411-111	POSTAGE	1,000.00	0.00
111-52511-121	GASOLINE	209.84	0.00
111-52511-141	GASOLINE	738.87	0.00
111-52511-142	GASOLINE	194.39	0.00
111-52511-171	GASOLINE	1,917.16	0.00
111-52511-172	GASOLINE	10.63	0.00
111-52521-171	OTHER FUEL	1,549.50	0.00
111-53111-112	CONTRACTUAL SERVICES	747.00	0.00
111-53111-121	CONTRACTUAL SERVICES	1,690.00	0.00
111-53111-141	CONTRACTUAL SERVICES	2,083.50	0.00
111-53111-142	CONTRACTUAL SERVICES	1,579.94	0.00
111-53111-151	CONTRACTUAL SERVICES	736.34	0.00
111-53111-171	CONTRACTUAL SERVICES	1,305.00	0.00
111-53111-172	CONTRACTUAL SERVICES	1,240.46	0.00
111-53121-112	CONSULTING SERVICES	12.00	0.00

Account Summary

Account Number	Account Name	Expense Amount	Payment Amount
111-53121-142	CONSULTING SERVICES	100.00	0.00
111-53161-111	LEGAL PUBLICATIONS	36.74	0.00
111-53161-112	LEGAL PUBLICATIONS	19.46	0.00
111-53161-115	LEGAL PUBLICATIONS	700.98	0.00
111-53161-121	LEGAL PUBLICATIONS	65.64	0.00
111-53161-151	LEGAL PUBLICATIONS	12.97	0.00
111-53211-114	LEGAL FEES	402.00	0.00
111-53211-142	LEGAL FEES	15.00	0.00
111-53421-141	BUILDING MAINTENANCE	21.25	0.00
111-53421-142	BUILDING MAINTENANCE	21.25	0.00
111-53421-171	BUILDING MAINTENANCE	241.97	0.00
111-53421-172	BUILDING MAINTENANCE	1,038.35	0.00
111-53441-111	EQUIPMENT MAINTENAN...	112.22	0.00
111-53441-121	EQUIPMENT MAINTENAN...	141.00	0.00
111-53441-141	EQUIPMENT MAINTENAN...	274.72	0.00
111-53441-142	EQUIPMENT MAINTENAN...	622.71	0.00
111-53441-171	EQUIPMENT MAINTENAN...	932.42	0.00
111-53441-172	EQUIPMENT MAINTENAN...	2,836.28	0.00
111-53451-121	VEHICLE MAINTENANCE	35.58	0.00
111-53451-142	VEHICLE MAINTENANCE	3,163.55	0.00
111-53451-171	VEHICLE MAINTENANCE	14.99	0.00
111-53471-171	GROUND MAINTENANCE	750.30	0.00
111-53511-111	ELECTRICITY	384.92	0.00
111-53511-141	ELECTRICITY	542.08	0.00
111-53511-142	ELECTRICITY	462.10	0.00
111-53511-151	ELECTRICITY	1,620.78	0.00
111-53511-171	ELECTRICITY	3,156.03	0.00
111-53511-172	ELECTRICITY	1,522.33	0.00
111-53521-111	HEATING FUEL	135.09	0.00
111-53521-141	HEATING FUEL	70.52	0.00
111-53521-142	HEATING FUEL	99.95	0.00
111-53521-151	HEATING FUEL	125.42	0.00
111-53521-171	HEATING FUEL	73.35	0.00
111-53521-172	HEATING FUEL	1,678.28	0.00
111-53551-171	STREET LIGHTS	100.40	0.00
111-53561-111	TELEPHONE	235.90	0.00
111-53561-112	TELEPHONE	69.55	0.00
111-53561-114	TELEPHONE	68.05	0.00
111-53561-115	TELEPHONE	37.19	0.00
111-53561-116	TELEPHONE	228.05	0.00
111-53561-121	TELEPHONE	246.40	0.00
111-53561-141	TELEPHONE	361.97	0.00
111-53561-142	TELEPHONE	1,621.26	0.00
111-53561-151	TELEPHONE	552.76	0.00
111-53561-171	TELEPHONE	170.86	0.00
111-53561-172	TELEPHONE	169.36	0.00
111-53571-141	CELLULAR PHONE	381.64	0.00
111-53631-142	RENT-MACHINES	431.37	0.00
111-53711-114	SCHOOL & CONFERENCE	695.00	0.00
111-53711-121	SCHOOL & CONFERENCE	15.00	0.00
111-53711-141	SCHOOL & CONFERENCE	924.70	0.00
111-53711-142	SCHOOL & CONFERENCE	353.00	0.00
111-53711-143	SCHOOL & CONFERENCE	279.00	0.00
111-53711-171	SCHOOL & CONFERENCE	234.20	0.00
111-53811-111	BONDING	32.50	0.00
111-53811-115	BONDING	16.25	0.00
111-53811-121	BONDING	16.25	0.00
111-53811-142	BONDING	243.75	0.00

Account Summary

Account Number	Account Name	Expense Amount	Payment Amount
111-53913-112	RECRUITMENT	605.68	0.00
111-59211-172	LICENSE/PERMITS	120.00	0.00
212-52111-212	DEPARTMENT SUPPLIES	3,771.43	0.00
212-52171-212	STREET REPAIR SUPPLIES	889.84	0.00
212-52511-212	GASOLINE	849.83	0.00
212-52521-212	OTHER FUEL	1,355.92	0.00
212-53111-212	CONTRACTUAL SERVICES	47.95	0.00
212-53161-212	LEGAL PUBLICATIONS	47.25	0.00
212-53421-212	BUILDING MAINTENANCE	189.63	0.00
212-53431-212	ELECTRICAL MAINTENAN...	1,897.50	0.00
212-53441-212	EQUIPMENT MAINTENAN...	412.73	0.00
212-53451-212	VEHICLE MAINTENANCE	1,228.03	0.00
212-53491-212	STREET MAINTENANCE	10,565.00	0.00
212-53511-212	ELECTRICITY	574.89	0.00
212-53521-212	HEATING FUEL	843.18	0.00
212-53531-212	ELECTRIC POWER	1,740.90	0.00
212-53551-212	STREET LIGHTS	28,001.05	0.00
212-53561-212	TELEPHONE	519.04	0.00
212-53611-212	RENT-LAND	160.78	0.00
212-54411-212	EQUIPMENT	2,500.00	0.00
212-57115-212	DEBT SERVICE-INTEREST	2,732.50	2,732.50
213-52111-213	DEPARTMENT SUPPLIES	339.30	0.00
213-52511-213	GASOLINE	72.27	0.00
213-53211-213	LEGAL FEES	40.00	0.00
213-53441-213	EQUIPMENT MAINTENAN...	664.77	0.00
213-53511-213	ELECTRICITY	147.03	0.00
213-53561-213	TELEPHONE	69.55	0.00
213-53811-213	BONDING	16.25	0.00
215-52111-172	DEPARTMENT SUPPLIES	67.69	0.00
216-53111-121	CONTRACTUAL SERVICES	527.78	0.00
216-53551-000	STREET LIGHTS	85.42	0.00
223-52111-113	DEPARTMENT SUPPLIES	2,517.50	0.00
223-53111-113	CONTRACTUAL SERVICES	319.94	0.00
224-53111-113	CONTRACTUAL SERVICES	19,937.78	0.00
224-53111-114	CONTRACTUAL SERVICES	6,332.50	0.00
321-57222-111	DEBT SVC (INT) - TIF	16,203.49	0.00
621-52111-621	DEPARTMENT SUPPLIES	8,862.74	0.00
621-52181-621	UNIFORMS & CLOTHING	250.00	0.00
621-52411-621	POSTAGE	213.05	213.05
621-52511-621	GASOLINE	5,717.82	0.00
621-53193-621	DISPOSAL FEES	46,368.88	0.00
621-53441-621	EQUIPMENT MAINTENAN...	661.59	0.00
621-53451-621	VEHICLE MAINTENANCE	5,982.60	0.00
621-53511-621	ELECTRICITY	497.06	0.00
621-53521-621	HEATING FUEL	131.37	0.00
621-53561-621	TELEPHONE	265.09	0.00
631-51261-631	WORKERS COMPENSATI...	148.67	0.00
631-52111-631	DEPARTMENT SUPPLIES	1,957.34	0.00
631-52411-631	POSTAGE	213.05	213.05
631-52511-631	GASOLINE	743.01	0.00
631-52521-631	OTHER FUEL	2,548.95	0.00
631-53111-631	CONTRACTUAL SERVICES	64.12	0.00
631-53431-631	ELECTRICAL MAINTENAN...	580.00	0.00
631-53441-631	EQUIPMENT MAINTENAN...	172.50	0.00
631-53451-631	VEHICLE MAINTENANCE	18.00	0.00
631-53511-631	ELECTRICITY	591.91	0.00
631-53531-631	ELECTRIC POWER	153.41	0.00
631-53561-631	TELEPHONE	134.58	0.00

Account Summary

Account Number	Account Name	Expense Amount	Payment Amount
631-53571-631	CELLULAR PHONE	47.58	0.00
631-53711-631	SCHOOL & CONFERENCE	60.00	0.00
641-51261-641	WORKERS COMPENSATI...	216.39	0.00
641-52111-641	DEPARTMENT SUPPLIES	1,230.02	0.00
641-52116-641	METERS	759.60	0.00
641-52117-641	SAMPLES	3,038.00	0.00
641-52411-641	POSTAGE	310.98	213.05
641-52511-641	GASOLINE	1,218.03	0.00
641-52521-641	OTHER FUEL	135.39	0.00
641-52611-641	CHEMICALS	2,977.50	0.00
641-53111-641	CONTRACTUAL SERVICES	9,488.25	0.00
641-53161-641	LEGAL PUBLICATIONS	202.79	0.00
641-53431-641	ELECTRICAL MAINTENAN...	2,772.47	0.00
641-53451-641	VEHICLE MAINTENANCE	27.20	0.00
641-53511-641	ELECTRICITY	27.35	0.00
641-53521-641	HEATING FUEL	149.21	0.00
641-53531-641	ELECTRIC POWER	282.08	0.00
641-53561-641	TELEPHONE	102.82	0.00
641-53571-641	CELLULAR PHONE	83.52	0.00
641-53711-641	SCHOOL & CONFERENCE	415.00	0.00
661-52111-661	DEPARTMENT SUPPLIES	787.41	0.00
661-53111-661	CONTRACTUAL SERVICES	1,918.53	0.00
661-53561-661	TELEPHONE	34.78	0.00
713-21512	MEDICARE W/H EE PAYAB...	3,998.73	3,998.73
713-21513	FICA W/H EE PAYABLE	14,994.57	14,994.57
713-21514	FED W/H EE PAYABLE	27,986.30	27,986.30
713-21515	STATE W/H EE PAYABLE	18,171.53	18,171.53
713-21517	POL UNION DUES EE PAY	600.00	600.00
713-21518	FIRE UNION DUES EE PAY	210.00	210.00
713-21523	LIFE INS EE PAYABLE	73.04	73.04
713-21524	SMEC EE PAYABLE	238.00	238.00
713-21527	WAGE ATTACHMENT EE ...	191.40	191.40
713-21528	REGULAR RETIRE EE PAY	7,248.10	7,248.10
713-21529	DEFERRED COMP EE PAY	1,325.14	1,325.14
713-21531	RETIRE FIRE EE PAYABLE	2,646.22	2,646.22
713-21533	RETIRE POLICE EE PAY	4,477.65	4,477.65
713-21534	DIS INC INS EE PAYABLE	334.88	334.88
713-21539	CHILD SUPPORT EE PAY	1,814.68	1,814.68
713-21540	YMCA PAY EE	2,115.00	2,115.00
713-21541	HSA EE PAYABLE	12,193.98	12,193.98
713-21712	MEDICARE W/H ER PAYAB...	3,998.73	3,998.73
713-21713	FICA W/H ER PAYABLE	14,994.57	14,994.57
713-21723	LIFE INS ER PAYABLE	751.39	751.39
713-21728	REGULAR RETIRE ER PAY	6,869.56	6,869.56
713-21731	RETIRE-FIRE ER PAYABLE	4,498.41	4,498.41
713-21733	RETIRE-POLICE ER PAY	4,425.71	4,425.71
713-21741	HSA ER PAYABLE	1,231.25	1,231.25
721-52511-721	GASOLINE	32.04	0.00
721-53561-721	TELEPHONE	34.19	0.00
812-53862-112	CLAIMS EXPENSE	14,078.39	14,078.39
812-53863-112	FLEXIBLE BENFT EXPENSES	416.20	416.20
812-59913-112	TAX EXPENSE	680.00	0.00
Grand Total:		415,645.08	153,897.01

Project Account Summary

Project Account Key	Expense Amount	Payment Amount
None	386,460.44	153,897.01
1114153421	537.53	0.00

Project Account Summary

Project Account Key	Expense Amount	Payment Amount
1114153441	1,016.78	0.00
1114252111	108.77	0.00
1114252114	427.56	0.00
1114253421	500.82	0.00
1114253441	1,819.50	0.00
1114253521	1,678.28	0.00
2117753111	810.00	0.00
2117753511	145.32	0.00
2122352111	67.69	0.00
2123153111	319.94	0.00
2126452111	2,517.50	0.00
3121657222	16,203.49	0.00
6002052111	787.41	0.00
6002053111	1,075.27	0.00
6002053561	34.78	0.00
7000853111	1,134.00	0.00
Grand Total:	415,645.08	153,897.01

Utility Refunds

Refund Review

Close Form
Print Screen

Packet: UBPKT00921 – Refunds 5 UBPKT00920 Disconnect

Add
Edit
Delete

Account #	Status	Contact	Service Address	Refund Amount
☒ ☐	☐	☐	☐	=
▶ <u>045-1127-08</u>	Inactive	JUAN M VENZOR	1415 E 15TH ST SCOTTSBLUFF NE 69361	31.93
<u>080-5419-05</u>	Inactive	RACHEL BIRTLES	2407 3RD AVE SCOTTSBLUFF NE 69361	1.96
<u>020-4978-04</u>	Inactive	AUSTIN WELLER	611 1/2 W 19TH ST SCOTTSBLUFF NE 69361	58.19
<u>015-6231-06</u>	Inactive	KIMBERLY C WILLIAMS	551 W 40TH ST SCOTTSBLUFF NE 69361	38.11
<u>040-4843-07</u>	Inactive	ALANDA KILDOW	2602 BROADWAY SCOTTSBLUFF NE 69361	82.48
<u>005-3964-03</u>	Inactive	JONATHAN RAMIREZ	2122 AVE C SCOTTSBLUFF NE 69361	6.05
<u>005-4911-04</u>	Inactive	JOSE G GAYTAN	1821 AVE C SCOTTSBLUFF NE 69361	1.96
Total				
7				\$220.68

City of Scottsbluff, Nebraska

Monday, June 15, 2015

Regular Meeting

Item Claims2

Council to consider a request for payment of claim by warrant for Paving District #311, Five Oaks Street Improvements and approve the Resolution.

Staff Contact: Renae Griffiths, Finance Director

Agenda Statement

Item No.

For meeting of: **June 15, 2015**

AGENDA TITLE: Request for payment of claim by warrant for Paving District #311, Five Oaks Street Improvements

SUBMITTED BY DEPARTMENT/ORGANIZATION: Finance

PRESENTATION BY: Rick Kuckkahn

SUMMARY EXPLANATION: This is a request for reimbursement of expenses related to engineering services by Baker & Assoc, Inc. in the amount of \$1,579.05 for PD #311.

BOARD/COMMISSION RECOMMENDATION:

STAFF RECOMMENDATION: Recommend that council authorize the City Clerk to issue a warrant for payment of the claim.

EXHIBITS				
Resolution ☒	Ordinance ☐	Contract ☐	Minutes ☐	Plan/Map ☐
Other (specify) ☒ invoice _____				

NOTIFICATION LIST: Yes ☐ No ☐ Further Instructions ☐

APPROVAL FOR SUBMITTAL: _____
City Manager

Rev 3/1/99CClerk

Baker & Assoc Inc.
120 East 16th Street, Suite A
Scottsbluff, NE 69361

City of Scottsbluff
2525 Circle Drive
Scottsbluff, NE 69361

Invoice number 27129
Date 04/21/2015 *6-1-15*

Project 002-164-14 CITY OF SCOTTSBLUFF -
SID 311 FIVE OAKS

Invoice Summary

Description	Contract Amount	Prior Billed	Current Billed	Remaining	Total Billed
FIVE OAKS STREET IMPROVEMENTS 2014	6,000.00	5,999.00	0.00	1.00	5,999.00
CONSTRUCTION	6,000.00	0.00	1,579.05	4,420.95	1,579.05
Total	12,000.00	5,999.00	1,579.05	4,421.95	7,578.05

Professional Fees

	Hours	Rate	Billed Amount
Professional Level 1	2.50	128.00	320.00
Technician Level 1	6.50	95.00	617.50
Technician Level 3	1.00	78.00	78.00
Survey Crew - 2 man	3.00	165.00	495.00
Professional Fees subtotal	13.00		1,510.50

Reimbursables

	Units	Rate	Billed Amount
Survey Supplies			68.55

Invoice total **1,579.05**

Aging Summary

Invoice Number	Invoice Date	Outstanding	Current	Over 30	Over 60	Over 90	Over 120
27129	04/21/2015	1,579.05	1,579.05				
Total		1,579.05	1,579.05	0.00	0.00	0.00	0.00

Approved by:

RECEIVED

APR 23 2015

Jack W. Baker
Project Manager

5

Notice: As of February 2010 we will be adding a 7% APR late fee to all invoices which are more than 60 days past due. The minimum late fee for all invoices will be \$50.00.

RESOLUTION NO. _____

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

That the claim of Baker & Assoc, Inc. in the amount of \$1,579.05, being the second pay estimate for Paving District #311, is approved and the City Clerk is authorized to issue a warrant for the payment of such claim.

Passed and approved this 15th day of June, 2015.

Mayor

ATTEST:

City Clerk

“seal”

City of Scottsbluff, Nebraska

Monday, June 15, 2015

Regular Meeting

Item Bids1

Council to consider and approve a change order in the amount of \$48,299.00 with Simon Contractors to mill and overlay Avenue B from 31st Street to 33rd Street.

Staff Contact: Mark Bohl, Public Works Director

Agenda Statement

Item No.

For Meeting of: June 15, 2015

AGENDA TITLE: Council consideration and approval of change order to mill and overlay Avenue B from 31st Street to 33rd Street.

SUBMITTED BY: Mark Bohl, Director of Public Works

PRESENTATION BY: Rick Kuckkahn, City Manager

SUMMARY EXPLANATION: Council to consider change order to tie on with Scotts Bluff County's contract with Simon Contractors to mill and overlay Avenue B from 31st Street to 33rd Street in the amount of \$48,299.00.

BOARD/COMMISSION RECOMMENDATION:

STAFF RECOMMENDATION: Council approval of mill/overlay on Avenue B in the amount of \$48,299.00

EXHIBITS

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

Other (specify) ☒ Change order

Notification List: Yes ☐ No ☐ Further Instructions ☐

APPROVAL FOR SUBMITTAL: _____
City Manager

Change Order

No. 2

Date of Issuance: May 28, 2015

Effective Date: _____

Project: Sugar Factory Road Asphalt Overlay	Owner: Scotts Bluff County	Owner's Contract No.:
Contract:		Date of Contract: April 20, 2015
Contractor: Simon Contractors		Engineer's Project No.: RM140284

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

Description:

This change order will add quantities to perform a 2" mill and overlay on Avenue B from 31st to 33rd. All costs for this change order will be paid by City of Scottsbluff through interlocal agreement with Scotts Bluff County

Attachments (list documents supporting change):

Breakdown of change order quantities.

CHANGE IN CONTRACT PRICE:

CHANGE IN CONTRACT TIMES:

Original Contract Price:

\$ 1,126,309.50

[Increase] [Decrease] from previously approved
Change Orders No. 1 to No. 1:

\$ 519,150.00

Contract Price prior to this Change Order:

\$ 1,645,459.50

[Increase] [Decrease] of this Change Order:

\$ 48,299.00

Contract Price incorporating this Change Order:

\$ \$1,693,758.50

Original Contract Times: ☐ Working days ☐ Calendar days

Substantial completion (days or date): _____

Ready for final payment (days or date): _____

[Increase] [Decrease] from previously approved Change Orders
No. _____ to No. _____:

Substantial completion (days): _____

Ready for final payment (days): _____

Contract Times prior to this Change Order:

Substantial completion (days or date): _____

Ready for final payment (days or date): _____

[Increase] [Decrease] of this Change Order:

Substantial completion (days or date): _____

Ready for final payment (days or date): _____

Contract Times with all approved Change Orders:

Substantial completion (days or date): _____

Ready for final payment (days or date): _____

RECOMMENDED:

By: _____
Engineer (Authorized Signature)

Date: _____

Approved by Funding Agency (if applicable): _____

ACCEPTED:

By: _____
Owner (Authorized Signature)

Date: _____

ACCEPTED:

By: _____
Contractor (Authorized Signature)

Date: _____

Date: _____

Change Order

Instructions

A. GENERAL INFORMATION

This document was developed to provide a uniform format for handling contract changes that affect Contract Price or Contract Times. Changes that have been initiated by a Work Change Directive must be incorporated into a subsequent Change Order if they affect Price or Times.

Changes that affect Contract Price or Contract Times should be promptly covered by a Change Order. The practice of accumulating Change Orders to reduce the administrative burden may lead to unnecessary disputes.

If Milestones have been listed in the Agreement, any effect of a Change Order thereon should be addressed.

For supplemental instructions and minor changes not involving a change in the Contract Price or Contract Times, a Field Order should be used.

B. COMPLETING THE CHANGE ORDER FORM

Engineer normally initiates the form, including a description of the changes involved and attachments based upon documents and proposals submitted by Contractor, or requests from Owner, or both.

Once Engineer has completed and signed the form, all copies should be sent to Owner or Contractor for approval, depending on whether the Change Order is a true order to the Contractor or the formalization of a negotiated agreement for a previously performed change. After approval by one contracting party, all copies should be sent to the other party for approval. Engineer should make distribution of executed copies after approval by both parties.

If a change only applies to price or to times, cross out the part of the tabulation that does not apply.

M.C. SCHAFF & ASSOCIATES, INC.
818 South Beltline Highway East
Scottsbluff, Nebraska 69361

CHANGE ORDER BREAKDOWN

CHANGE ORDER NO.	2
DATE:	May 28, 2015

CONTRACT FOR:
Sugar Factory Road Asphalt Overlay
OWNER:
Scotts Bluff County
TO: Simon Contractors

(Contractor)

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

Description of Changes							
Item Nbr	Description	Unit	Unit Price	Bid. Qty.	This CO Qty	Total Qty	Amount of Change
B-2	Cold Milling, Class 5	SY	\$6.50	1500	3000	4500	\$19,500.00
B-3	Asphaltic Concrete Type SPR w/PG 64-34 Binder	Ton	\$70.30	555	330	885	\$23,199.00
B-7	Tack Coat	GAL	\$1.00	1000	600	1600	\$600.00
B-14	Additional Mobilization	LS	\$5,000.00	0	1	1	\$5,000.00
TOTAL VALUE FOR CHANGE ORDER NO. 2							\$48,299.00

City of Scottsbluff, Nebraska

Monday, June 15, 2015

Regular Meeting

Item Public Inp1

Council to consider and take action on the Western Nebraska Economic Development Inter-Local agreement and membership fee.

Staff Contact: Nathan Johnson, Assistant City Manager

Western NE Economic Development (WNED) Regular Meeting

Date: Thursday, May 28, 2015

Location: Gering Civic Center

Attendance: Larry Gibbs – City of Gering, Jack Berg – City of Bridgeport, Michelle Coolidge – City of Bayard, Shawn Hopkins – City of Mitchell, Christy Warner – City of Kimball, Liz Hilyard – City of Scottsbluff, Mark Masterton – Scotts Bluff County, Tony Schuler – Village of Morrill, Jerry Green – Village of Terrytown

Ex-Officio Attendance: Karen Anderson – Scottsbluff/Gering Chamber, Daniel Bennett - PADD

Absent: Lyman, Minatare, McGrew, Henry, Melbeta

Interlocal Agreement – there was a short discussion of the proposed Interlocal Agreement that was drafted at the May 11, 2015 meeting. All members in attendance had received the agreement sent out via Rick Kuckkahn. There were no changes noted. Gibbs made a motion to approve the proposed Interlocal Agreement as drafted, “YEAS” Gibbs, Berg, Coolidge, Hopkins, Warner, Hilyard, Masterton, Schuler, Green, “NAYS” None.

All members were asked to deliver the Interlocal Agreement to their respective councils and boards for approval at their next regularly scheduled meeting.

Membership Fee – open discussion regarding the fee structure for entities to be able to participate in the Interlocal Group. It was decided by the group to set a fee of \$50 per member entity to have a seat at the table. This fee will be assessed on an annual basis. The fee amount will also be reviewed by the group annually to determine if any adjustments in amount need to be made. A motion to approve the \$50 fee for each member entity was made, “YEAS” Gibbs, Berg, Coolidge, Hopkins, Warner, Hilyard, Masterton, Schuler, Green, “NAYS” None.

All members were asked to convey to their respective councils and boards the amount of the membership fee and request that the amount be paid by July 1, 2015 at their next regularly scheduled meeting.

Funding for Projects – Masterton and Hilyard discussed creating or using a fiduciary fund held by Scotts Bluff County where monies could be allocated/deposited for future regional economic development projects. It was noted that there would be different sources of funding but that this would be a central location where the funds could be held. The County would have no access to the funds but act as a fiduciary of the fund. The group discussed that at this time there is no way we can determine amounts of funding or the sources but the group would like to set up the fund so that it is ready once we have a list of projects and have prioritized those projects.

Masterton stated he would work with his financial director at the County on getting the fund created and for the time being we can deposit the membership fees into this fund. Masterton will notify the

members what the name of the fund is at the County so that checks can be printed for membership fees.

Economic Development Wish List – in addition to asking respective boards and councils for approval of the Interlocal Agreement and membership fee, the group was asked to obtain a “wish list” from each of their respective council and board members. Each group member was asked to compile those lists of items their council and board members would like to see on our list of projects and forward those on to Daniel Bennett at PADD. Daniel will compile and organize all the projects and send them out to the group for review and discussion at a subsequent meeting. Daniel Bennett, danielb@nepadd.com.

Group Name – after some discussion about possible options, the name Western Nebraska Economic Development (WNED) was proposed for the group. A motion to approve the new name was made, “YEAS” Gibbs, Berg, Coolidge, Hopkins, Warner, Hilyard, Masterton, Schuler, Green, “NAYS” None.

Additional Participants – a discussion was held about reaching out to additional entities to participate in the group. It was decided that at this point we would like to be inclusive instead of exclusive. We will reach out to other area municipalities and counties within the panhandle to keep them informed of our activities. If they chose to participate we would allow them to join our group or they can perhaps join at a later date but we wish to keep the lines of communication open with as many entities in the panhandle as we can. We will at a minimum keep them updated on our meetings by including them in any emails, press coverage etc. Jack Berg (Bridgeport) will reach out to a Morrill County Commissioner, Christy Warner (Kimball) will reach out to a Kimball County Commissioner. Other cities that need to be contacted are Potter, Dix, Sidney, Bushnell, Chadron, Alliance. If any participants have contacts within these entities or would be willing to reach out to them please let Liz Hilyard know.

Future Meetings – it was determined by the group that we will meet on the third Thursday of each month at 6:00 pm unless noted otherwise. We will move our meetings to the Commissioners room at Scotts Bluff County.

Next meeting will be held at 6:00 pm on Thursday, June 18, 2015. If an elected member cannot attend the meeting, please send an alternate council/board member or city/village employee in your place.

Respectfully submitted,

Liz Hilyard

INTERLOCAL COOPERATION AGREEMENT FOR ECONOMIC DEVELOPMENT PURPOSES

This Interlocal Cooperation Agreement for Economic Development Purposes (“Agreement”) is made and entered into on this ____ day of _____, 2015, by and between the following parties:

Scotts Bluff County, Nebraska, a political subdivision of the State of Nebraska;
City of Scottsbluff, Nebraska, a municipal corporation;
City of Gering, Nebraska, a municipal corporation;
City of Terrytown, Nebraska, a municipal corporation;
City of Minatare, Nebraska, a municipal corporation;
City of Mitchell, Nebraska, a municipal corporation;
City of Bridgeport, Nebraska, a municipal corporation;
City of Bayard, Nebraska, a municipal corporation;
Village of Morrill, Nebraska, a municipal corporation;
Village of Lyman, Nebraska, a municipal corporation;
Village of Henry, Nebraska, a municipal corporation;
Village of McGrew, Nebraska, a municipal corporation;
Village of Melbeta, Nebraska, a municipal corporation; and
City of Kimball, Nebraska, a municipal corporation.

WHEREAS, the political subdivisions and municipal corporations named above (the “parties”) are desirous of entering into an agreement pursuant to the Nebraska Inter-local Cooperation Act, found at Neb. Rev. Stat. §13-801 et seq., as the same may from time to time be amended, for the purpose of carrying out the recommendations set forth in the Regional Economic Strategic Plan (the “Plan”) in a cost effective and efficient manner; and

WHEREAS, the City of Scottsbluff, Nebraska had commissioned Thomas P. Miller and Associates to complete the Plan for a comprehensive view of these issues to focus on in the Scotts Bluff County regional area and then develop a strategic plan; and

WHEREAS, Thomas P. Miller and Associates has issued the Plan for the communities in the region and has issued recommendations for working jointly with regional municipal entities to realize success in regard to the Plan.

NOW, THEREFORE, in consideration of the foregoing recitals, and the terms and conditions set forth in this Agreement, the parties agree as follows:

1. TERM. The Term of this Agreement shall continue unless terminated as hereinafter provided.
2. PURPOSE. The purpose of this Agreement is to provide cooperative funding and

effort to realize economic development success through cooperative efforts of the political subdivisions involved and to jointly use the resources available for all municipalities to attract industry, commercial ventures, and potential employers to the region.

The primary responsibilities should be:

- Guide and facilitate the implementation of the regional plan (including leveraging funding sources);
- Guidance, direction and coordination of regional economic development structure and organization (including new and existing organization roles, responsibilities, etc.);
- Developing and prioritizing a list of capital improvement and other economic development-related projects in the region, and
- Advocating for state/federal investment in the region.

3. ASSETS ACQUIRED. There will be no assets or property acquired pursuant to this Agreement. However, if the Committee, as defined later in this Agreement, recommends and the administrator, as defined later in this Agreement, decide to make an exception to the provisions prior to the acquisition of assets or property funded by assessments of the parties, then those assets and property shall be disposed of by the parties in proportion to the initial financial contribution by each party in the acquisition. Any property or other assets acquired pursuant to this Agreement from funds other than those assessed for the parties will be held and disposed of in the same manner.
4. MANAGEMENT/COMMITTEE. This joint effort shall be administered by a joint committee. The committee shall be known as the “Regional Economic Development Committee” (“Committee”). The governing bodies of Scotts Bluff County, City of Scottsbluff, City of Gering, City of Terrytown, City of Mitchell, City of Minatare, City of Bridgeport, City of Bayard, Village of Morrill, Village of Lyman, Village of Henry, Village of McGrew, and the Village of Melbeta may appoint one representative as a member of the Committee. Each representative shall be entitled to one vote on all matters presented before the committee. The representatives on the Committee shall be appointed to one term by their respective governing body. Any representative may be reappointed by the appointing body for additional terms. Representatives shall serve without compensation.

The Committee shall elect a chairperson and a vice-chairperson from among its representatives. The vice-chairperson shall act in the absence of the chairperson. The Committee shall meet at such time and place as specified by call of the chairperson or any four representatives. At least one meeting shall be held quarterly. A majority of appointed representatives shall constitute a quorum to conduct business at any meeting.

5. COMMITTEE DUTIES. The Committee shall be responsible for adopting and maintaining by-laws and procedures (including, but not limited to the expenditures of money in regard to economic development projects including the funding of economic development organizations such as Twin Cities Development, the respective Chambers of Commerce in each participant party's jurisdiction, Panhandle Area Development District, and other economic development projects that will benefit the region)..
6. ADMINISTRATOR. The administrator of this Agreement shall be selected by the Committee. The duties and responsibility of the administrator shall include; direction and management of the day-to-day operations of the Committee, , attending meetings of the Committee and give them an opinion on any matters submitted to him/her either orally or in writing as may be required; accounting for all funds received and dispersed by the Committee, preparing an annual budget for submission to the Committee and performing such other duties as may be required by the Committee.
7. EMPLOYEES. It is contemplated that neither the Committee nor the administrator will hire any employees to administer this Agreement.
8. FISCAL YEAR. The committee shall adopt a fiscal year budget commencing October 1, and terminating on September 30 of each succeeding year.
9. CLAIMS. All claims and expenditure of funds through the Committee shall be processed by the Administrator subject to the approval of the Committee as all claims are presently processed and approved or denied, or as the processing may be amended.
10. FINANCIAL PARTICIPATION. To provide adequate financial support for the economic development activities of the Committee, each participant will annually contribute monies to the Committee. The amount will be determined by the Committee based on scale to be determined on a biennial basis. Each participant's financial obligation will be due October 1st of each year unless otherwise agreed. If a participant unreasonably objects to their contribution share or fails to budget and contribute monies to the Committee, then that action will automatically terminate this Agreement as to that participant and any payments made toward the economic development activities of the committee shall be forfeited.
11. TERMINATION. Any participant may terminate their participation in this Agreement as of September 30th of any year provided, however, written notice of such termination must be delivered to the other parties not less than one hundred eighty (180) days prior to the first day of October of that year. This procedure shall be in addition to all remedies available by law to all participants in the Committee. If any participant terminates its participation in the Committee, the Committee will not render any aid in regard to any economic development

activities for that participant. A vote of the Committee is required for reinstatement of a terminated member or waiver of fees or alternate payment options.

12. INTERLOCAL COOPERATION ACT. Pursuant to the provisions of the Nebraska Inter-local Cooperation Act, and to the extent not specified in this Agreement, the parties further state as follows:

No separate legal or administrative entity will be created pursuant to this Agreement. Existing agents of their respective parties will complete the terms of this Agreement.

The obligations of this Agreement will be financed as may be provided for by law by each of the respective parties.

Termination of this Agreement shall properly occur as provided herein.

The parties acknowledge, stipulate and agree that this Agreement shall not relieve any public agency of any obligation or responsibility imposed upon it by law.

13. SEVERABILITY. If any of the provisions of this Agreement, or the application thereof, to any person, entity or circumstances, are held to be invalid, such invalidity shall not affect other provisions of or applications of this Agreement which can be given affect without the invalid provision or applications, and to this provision of this Agreement are declared to be severable.
14. NOTICE. All notices required or permitted under this agreement shall be in writing and shall be deemed given when mailed by certified mail, return receipt requested, to the parties at their address as follows:

IN WITNESS WHEREOF, the parties have hereunto set their official hands and seals, effective this ____ day of _____, 2015.

CITY OF SCOTTSBLUFF,

CITY OF TERRYTOWN,

By _____
Mayor

Attest:

By _____
Mayor

Attest:

City Clerk (Seal)

CITY OF GERING,

By _____
Mayor

Attest:

City Clerk (Seal)

CITY OF MITCHELL,

By _____
Mayor

Attest:

City Clerk (Seal)

VILLAGE OF LYMAN,

By _____
Mayor

Attest:

City Clerk (Seal)

City Clerk (Seal)

CITY OF MINATARE,

By _____
Mayor

Attest:

City Clerk (Seal)

VILLAGE OF MORRILL,

BY _____
Mayor

Attest:

Village Clerk (Seal)

VILLAGE OF HENRY,

By _____
Mayor

Attest:

City Clerk (Seal)

VILLAGE OF McGREW,

By _____

Mayor

Attest:

City Clerk (Seal)

VILLAGE OF MELBETA,

By _____

Mayor

Attest:

City Clerk (Seal)

CITY OF BRIDGEPORT,

By _____

Mayor

Attest:

City Clerk (Seal)

CITY OF BAYARD,

BY _____

Mayor

Attest:

Village Clerk (Seal)

CITY OF KIMBALL

By _____

Mayor

Attest:

City Clerk (Seal)

COUNTY OF SCOTTS BLUFF

By _____
Chairperson of the Board of Commissioners

County Clerk (Seal)

City of Scottsbluff, Nebraska

Monday, June 15, 2015

Regular Meeting

Item Subdiv.1

Council to remove from the table the items dealing with the Five Oaks Subdivision, tabled at the May 18, 2015 Meeting.

Minutes: Items to be removed from the table:

- a) Council to consider an Ordinance to Vacate Block 9, Five Oaks Subdivision, Scottsbluff, Scotts Bluff County, Nebraska.**
- b) Council to consider a Revised Preliminary Plat for Five Oaks Subdivision.**
- c) Council to receive an update of the status of the Developer's Agreement for the Five Oaks Subdivision.**
- d) Council to receive a report on the Proposed Final Plat for Lots 1 and 2, Block 9, Five Oaks Subdivision, situated in the NW ¼ of Section 14, T22N, R55W of the 6th P.M., Scotts Bluff County, Nebraska.**

Staff Contact: Nathan Johnson, Assistant City Manager

City of Scottsbluff, Nebraska

Monday, June 15, 2015

Regular Meeting

Item Subdiv.2

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

Staff Contact: Annie Urdiales, Planning Administrator

Agenda Statement

Item No.

For meeting of: June 15, 2015

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

SUBMITTED BY DEPARTMENT/ORGANIZATION: Development Services

PRESENTATION BY: Rick Kuckkahn

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

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

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

EXHIBITS

Resolution Ordinance x Contract Minutes x Plan/Map x

Other (specify) ☐ _____

NOTIFICATION LIST: Yes ☒ No ☐ Further Instructions ☐

Baker & Associates, 120 East 16th Street, Scottsbluff, NE 69361

Jason & Sami Webb, 1402 W 42nd St., Scottsbluff, NE 69361

APPROVAL FOR SUBMITTAL: _____
City Manager

Rev 3/1/99CClerk

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

The Planning Commission of the City of Scottsbluff, Nebraska met in a regular scheduled meeting on Monday, May 11, 2015, 6:00 p.m. in the City Hall Council Chambers, 2525 Circle Drive, Scottsbluff, Nebraska. A notice of the meeting had been published in the Star-Herald, a newspaper of general circulation in the City, on May 1, 2015. The notice stated the date, hour and place of the meeting, that the meeting would be open to the public, that anyone with a disability desiring reasonable accommodation to attend the Planning Commission meeting should contact the Development Services Department, and that an agenda of the meeting kept continuously current was available for public inspection at Development Services Department office; provided, the City Planning Commission could modify the agenda at the meeting if the business was determined that an emergency so required. A similar notice, together with a copy of the agenda, also had been delivered to each Planning Commission member. An agenda kept continuously current was available for public inspection at the office of the Development Services Department at all times from publication to the time of the meeting.

ITEM 1: Chairman, Becky Estrada called the meeting to order. Roll call consisted of the following members: Angie Aguillo, Jim Zitterkopf, Mark Westphal, Callan Wayman, David Gompert, Henry Huber, and Becky Estrada. Absent: Anita Chadwick, and Dana Weber. City officials present: Annie Urdiales, Planning Administrator, Annie Folck, City Planner, and Gary Batt, Code Administrator II.

ITEM 2: Chairman Estrada informed all those present of the Nebraska Open Meetings Act and that a copy of such is posted on bookcase in the back area of the City Council Chamber, for those interested parties.

ITEM 3: Acknowledgment of any changes in the agenda: None.

ITEM 4: Business not on agenda: None

ITEM 5: Citizens with items not scheduled on regular agenda: None

ITEM 6: The minutes of April 13, 2015 were reviewed and approved. A motion was made to accept the minutes by Gompert, and seconded by Westphal. "YEAS": Zitterkopf, Westphal, Wayman, Huber, Gompert, and Estrada. "NAYS": None. ABSTAIN: Aguillo. ABSENT: Chadwick and Weber. Motion carried.

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

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

Portion of costs paid by TIF	\$ 578,130
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Portion of costs paid by Occupation tax	1,816,650
Portion of costs paid by Developer	6,255,220
Total Private and Public Improvements total	\$8,650,000

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

ITEM 8. Unfinished Business: None.

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

Becky Estrada, Chairperson

Attest: _____
Annie Urdiales

June 11, 2015

Honorable Mayor Randy Meininger
Members of the City Council
2525 Circle Drive
Scottsbluff, Nebraska, 69361

RE: Petition to Vacate Block 9, Red Cedar Drive and West Oak Blvd. Access Easement
Five Oaks Subdivision

We, Jason and Sami Webb, the owners of Block 9, Five Oaks Subdivision, City of Scottsbluff, Scotts Bluff County, Nebraska and Unplatted Lands, hereby request the Scottsbluff City council to vacate:

BLOCK 9 PROPERTY DESCRIPTION (FOR VACATION)

A parcel of land known as Block 9 of the Five Oaks final plat, containing 340,728 sq. Ft. (7.82 acres), more or less, in the northwest quarter of Section 14, Township 22 North, Range 55 West, of the 6th principal meridian, in the City of Scottsbluff, Scotts Bluff county, Nebraska, said tract or parcel being more particularly described as follows:

Commencing at the northwest corner of Section 14, Township 22 North, Range 55 West, of the 6th Principal Meridian, being a found 1" diameter steel bolt, flush in the surface of Highway 71, stamped in part "survey mark", whence the west quarter corner of said Section 14, being a found 2" diameter aluminum cap, flush in the surface of Highway 71, no stamping found, bears South 02°03'39" West, a distance of 2675.32 feet; thence along said west line of Section 14, South 02°03'39" West, a distance of 770.84 feet; thence South 87°56'21" East, a distance of 65.00 feet to a point on the existing westerly right of way of State Highway 71 and to the **point of beginning**;

thence along the said existing east right of way line, North 02°03'39" East, a distance of 262.75 feet; thence continuing along said existing east right of way line North 02°37'26" East, a distance of 475.46 feet, thence along the existing south right of way line of 42nd Street, South 88°13'30" East, a distance of 433.44 feet to a point on the west right of way line of Red Cedar drive; thence along said west right of way line, South 01°52'51" West, a distance of 813.15 feet; thence on the arc of a curve to the right, a radius of 20.00 feet, a central angle of 90°00'00", a distance of 31.42 feet, (a chord bearing South 46°52'51" West, a distance of 28.28 feet) to a point on north right of way line of West Oak Blvd.; thence continuing the following (5) five courses along the said north right of way line:

1. North 88°07'09" West, a distance of 5.05 feet;
2. Thence on the arc of a curve to the right, a radius of 174.00 feet, a central angle of 20°00'00", a distance of 60.74 feet, (a chord bearing North 78°07'09" West, a distance of 60.43 feet);
3. Thence North 68°07'09" West, a distance of 204.03 feet;
4. Thence on the arc of a curve to the left, a radius of 226.00 feet, a central angle of 19°49'11", a distance of 78.18 feet, (a chord bearing North 78°01'45" West, a distance of 77.79 feet);
5. Thence North 87°56'20" West, a distance of 87.56 feet to a point on the existing east right of way line of State Highway 71 and to the point of beginning.

RED CEDAR DRIVE AND WEST OAK BLVD. ACCESS EASEMENT (FOR VACATION)

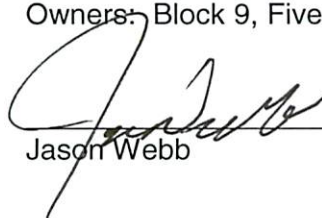
A street right of way known as Red Cedar Drive and West Oak Blvd. of the Five Oaks Final plat, containing 69,809 sq. ft.(1.60 acres), more or less, in the northwest quarter of Section 14, Township 22 North, Range 55 West of the 6th Principal Meridian, in the City of Scottsbluff, Scotts Bluff County, Nebraska, said tract or parcel being more particularly described as follows:

Commencing at the Northwest corner of Section 14, Township 22 North, Range 55 West, of the 6th Principal Meridian, being a found 1" diameter steel bolt, flush in the surface of Highway 71, stamped in part "survey mark", whence the west quarter corner of said Section 14, being a found 2" diameter aluminum cap, flush in the surface of Highway 71, no stamping found, bears South 02°03'39" West, a distance of 2675.32 feet; thence along said west line of Section 14, South 02°03'39" West, a distance of 770.84 feet; thence South 87°56'21" East, a distance of 65.00 feet to a point on the existing westerly right of way of State Highway 71 and to the **point of beginning**;

thence South 87°56'20" East, a distance of 87.56 feet;
thence on the arc of a curve to the right, a radius of 226.00 feet, a central angle of 19°49'11", a distance of 78.18 feet, (a chord bearing South 78°01'45" East, a distance of 77.79 feet);
thence South 68°07'09.09" East, a distance of 204.03 feet;
thence on the arc of a curve to the left, a radius of 174.00 feet, a central angle of 20°00'00", a distance of 60.74 feet, (a chord bearing South 78°07'09" East, a distance of 60.43 feet);
thence South 88°07'09" East, a distance of 5.04 feet;
thence on the arc of a curve to the left, a radius of 20.00 feet, a central angle of 90°00'00", a distance of 31.42 feet, (a chord bearing North 46°52'51" East, a distance of 28.28 feet);
thence North 01°52'51" East, a distance of 813.15 feet;
thence South 88°13'30" East, a distance of 52.00 feet;
thence South 01°52'51" West, a distance of 885.25 feet;
thence North 88°07'09" West, a distance of 77.04 feet;
thence on the arc of a curve to the right, a radius of 226.00 feet, a central angle of 20°00'00", a distance of 78.89 feet, (a chord bearing North 78°07'09" West, a distance of 78.49 feet);
thence North 68°07'09" West, a distance of 204.03 feet;
thence on the arc of a curve to the left, a radius of 174.00 feet, a central angle of 19°49'11", a distance of 60.19 feet, (a chord bearing North 78°01'45" West, a distance of 59.89 feet);
thence North 87°56'20" West, a distance of 87.56 feet;
thence North 02°03'39" East, a distance of 52.00 feet, point of beginning.

Dated this 11th day of June, 2015

Owners: Block 9, Five Oaks Subdivision


Jason Webb


Sami Webb

ORDINANCE NO. _____

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

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

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

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

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

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

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

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

PASSED AND APPROVED on _____, 2015.

Mayor

ATTEST:

City Clerk (Seal)

APPROVED TO FORM:

City Attorney

City of Scottsbluff, Nebraska

Monday, June 15, 2015

Regular Meeting

Item Subdiv.3

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

Staff Contact: Annie Urdiales, Planning Administrator

Agenda Statement

Item No.

For meeting of: June 15, 2015

AGENDA TITLE: Revised Preliminary Plat for Five Oaks Subdivision 2015

SUBMITTED BY DEPARTMENT/ORGANIZATION: Development Services Department

PRESENTATION BY: Rick Kuckkahn

SUMMARY EXPLANATION: Baker & Associates have submitted a Revised Preliminary Plat of Five Oaks Subdivision for review and approval by the Planning Commission & City Council. The initial preliminary plat was approved by City Council in December of 2004 with revisions also approved in 2008, and 2014.

City staff and Consultants have reviewed the preliminary plat and proposed changes to the area. The revised preliminary plat has been changed to reflect changes to Block 9 an additional 3± was added to the east area of the new Block 9, this change eliminating one street (Red Cedar Drive), West Oak Boulevard was realigned and renamed to 40th Street as it aligns with the existing 40th Street to the east. The following lots and blocks on the preliminary plat have changed from last year's preliminary plat:

Lots 1 and 2, Block 9 (changed (1) and added (2))

Lots, 16, 17 all in Block 6 (changed)

Lot 1 Block 11 (changed - is smaller)

Deleted Lots 4, 5, and 6 Block 12

Deleting Lot 18, Block 6.

The Lots south of 40th Street east of G has no changes. The preliminary plat meets the subdivision codes and city standards. Staff met with the City Engineer and discussed a few corrections and concerns of the preliminary plat and those changes have been addressed.

BOARD/COMMISSION RECOMMENDATION: At a regular meeting held on May 11, 2015 the Planning Commission approved the revised preliminary plat.

STAFF RECOMMENDATION: Approval of the Preliminary Plat, to allow Developer to go forward with development of Five Oaks Subdivision.

EXHIBITS

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

Other (specify) ☐ _____

NOTIFICATION LIST: Yes ☐ No ☐ Further Instructions ☐

APPROVAL FOR SUBMITTAL: _____

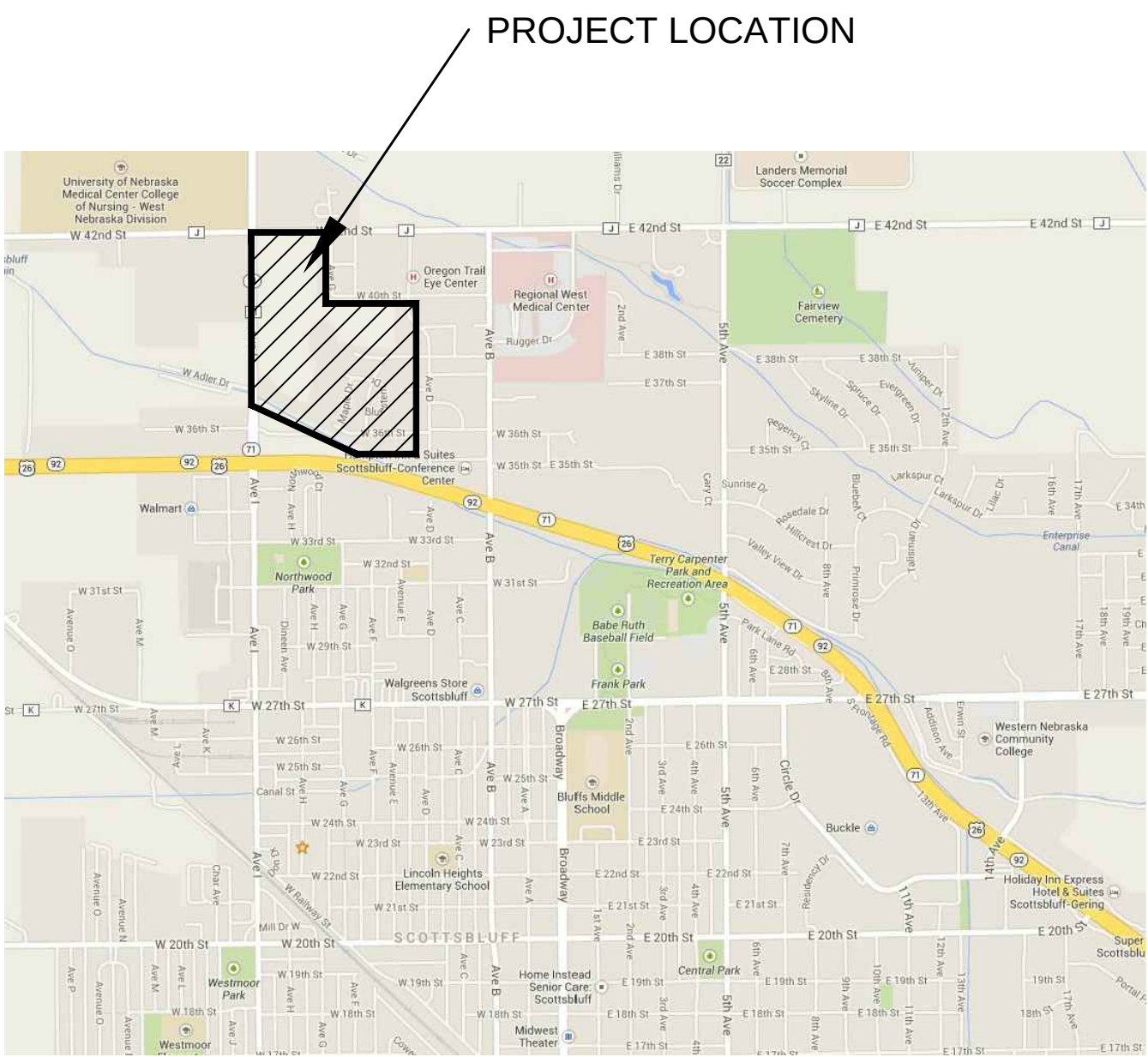
City Manager

Rev 3/1/99CClerk

FIVE OAKS SUBDIVISION - 2015 PRELIMINARY PLAT

SCOTTSBLUFF, NEBRASKA

Vicinity Map:



Development Statistics:

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

Drawing Index:

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

Property Description:

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

COMMENCING AT THE NORTHWEST CORNER OF SECTION 14, TOWNSHIP 22 NORTH, RANGE 55 WEST, OF THE 6TH PRINCIPAL MERIDIAN, THENCE THE WEST QUARTER CORNER OF SAID SECTION 14, BEARS SOUTH 02°03'38" WEST, A DISTANCE OF 2675.32 FEET, THENCE ALONG NORTH LINE OF THE NORTHWEST QUARTER OF SAID SECTION 14, SOUTH 88°13'30" EAST, A DISTANCE OF 69.51 FEET, THENCE SOUTH 01°46'30" WEST, A DISTANCE OF 33.00 FEET TO A POINT ON THE EXISTING SOUTH RIGHT OF WAY OF 42ND STREET AND TO THE **POINT OF BEGINNING**, THENCE ALONG SAID EXISTING SOUTH RIGHT OF WAY LINE OF 42ND STREET SOUTH 88°13'30" EAST, A DISTANCE OF 814.66 FEET TO A POINT ON THE WEST RIGHT OF WAY OF AVENUE G, THENCE ALONG SAID WEST RIGHT OF WAY OF AVENUE G, SOUTH 02°09'33" WEST, A DISTANCE OF 743.92 FEET TO A POINT ON THE EXISTING SOUTH RIGHT OF WAY LINE OF 40TH STREET,

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

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

1. SOUTH 03°37'31" WEST, A DISTANCE OF 123.15 FEET;
2. THENCE ON THE ARC OF A CURVE TO THE RIGHT, A RADIUS OF 97.00 FEET, A CENTRAL ANGLE OF 36°16'17", A DISTANCE OF 61.41 FEET, (A CHORD BEARING SOUTH 15°26'16" EAST, A DISTANCE OF 60.39 FEET);
3. THENCE ON THE ARC OF A CURVE TO THE RIGHT, A RADIUS OF 487.00 FEET, A CENTRAL ANGLE OF 39°05'02", A DISTANCE OF 332.25 FEET, (A CHORD BEARING SOUTH 14°01'45" EAST, A DISTANCE OF 325.84 FEET) TO A POINT OF INTERSECTION WITH THE EXISTING RIGHT OF WAY FOR MULBERRY STREET.

THENCE NORTH 88°52'32" WEST, A DISTANCE OF 52.17 FEET;
THENCE NORTH 83°57'32" WEST, A DISTANCE OF 117.00 FEET;
THENCE ON THE ARC OF A CURVE TO THE LEFT, A RADIUS OF 318.00 FEET, A CENTRAL ANGLE OF 05°37'57", A DISTANCE OF 31.26 FEET, (A CHORD BEARING NORTH 03°13'30" EAST, A DISTANCE OF 31.25 FEET);
THENCE NORTH 88°26'48" WEST, A DISTANCE OF 180.75 FEET;
THENCE ON THE ARC OF A CURVE TO THE LEFT, A RADIUS OF 159.00 FEET, A CENTRAL ANGLE OF 18°14'20", A DISTANCE OF 53.61 FEET, (A CHORD BEARING NORTH 07°53'38" WEST, A DISTANCE OF 50.40 FEET);
THENCE NORTH 67°18'07" WEST, A DISTANCE OF 56.56 FEET;
THENCE ON THE ARC OF A CURVE TO THE LEFT, A RADIUS OF 134.00 FEET, A CENTRAL ANGLE OF 22°43'32", A DISTANCE OF 53.15 FEET, (A CHORD BEARING SOUTH 81°20'07" WEST, A DISTANCE OF 52.80 FEET);
THENCE ON THE ARC OF A CURVE TO THE LEFT, A RADIUS OF 134.00 FEET, A CENTRAL ANGLE OF 25°23'50", A DISTANCE OF 59.40 FEET, (A CHORD BEARING SOUTH 57°16'26" WEST, A DISTANCE OF 58.91 FEET);
THENCE ON THE ARC OF A CURVE TO THE LEFT, A RADIUS OF 134.00 FEET, A CENTRAL ANGLE OF 22°13'34", A DISTANCE OF 51.98 FEET, (A CHORD BEARING SOUTH 33°57'44" WEST, A DISTANCE OF 51.66 FEET);
THENCE SOUTH 22°20'57" WEST, A DISTANCE OF 54.46 FEET;
THENCE ON THE ARC OF A CURVE TO THE LEFT, A RADIUS OF 154.00 FEET, A CENTRAL ANGLE OF 08°21'16", A DISTANCE OF 22.45 FEET, (A CHORD BEARING SOUTH 18°10'19" WEST, A DISTANCE OF 22.43 FEET);
THENCE ON THE ARC OF A CURVE TO THE LEFT, A RADIUS OF 154.00 FEET, A CENTRAL ANGLE OF 22°07'48", A DISTANCE OF 59.48 FEET, (A CHORD BEARING SOUTH 02°55'47" WEST, A DISTANCE OF 59.11 FEET);
THENCE ON THE ARC OF A CURVE TO THE LEFT, A RADIUS OF 154.00 FEET, A CENTRAL ANGLE OF 22°08'04", A DISTANCE OF 59.49 FEET, (A CHORD BEARING SOUTH 19°12'08" EAST, A DISTANCE OF 59.12 FEET);
THENCE ON THE ARC OF A CURVE TO THE LEFT, A RADIUS OF 154.00 FEET, A CENTRAL ANGLE OF 20°46'38", A DISTANCE OF 55.85 FEET, (A CHORD BEARING SOUTH 40°39'29" EAST, A DISTANCE OF 55.54 FEET);
THENCE SOUTH 38°14'09" WEST, A DISTANCE OF 195.53 FEET;
THENCE ON THE ARC OF A CURVE TO THE LEFT, A RADIUS OF 349.00 FEET, A CENTRAL ANGLE OF 08°56'40", A DISTANCE OF 54.48 FEET, (A CHORD BEARING SOUTH 56°14'19" EAST, A DISTANCE OF 54.43 FEET);
THENCE SOUTH 29°17'28" WEST, A DISTANCE OF 146.00 FEET;
THENCE SOUTH 18°00'08" WEST, A DISTANCE OF 123.44 FEET;
THENCE SOUTH 18°00'08" WEST, A DISTANCE OF 154.77 FEET;
THENCE NORTH 59°43'24" WEST, A DISTANCE OF 585.67 FEET TO A POINT ON THE EAST RIGHT OF WAY LINE OF HIGHWAY 71 (AVENUE I);

- THENCE CONTINUING ALONG SAID EXISTING EAST RIGHT OF WAY LINE OF HIGHWAY 71 THE FOLLOWING 3 COURSES:
1. NORTH 02°03'38" EAST, A DISTANCE OF 1,028.18 FEET;
 2. NORTH 02°03'38" EAST, A DISTANCE OF 262.75 FEET;
 3. NORTH 02°37'28" EAST, A DISTANCE OF 475.46 FEET, MORE OR LESS, TO THE **POINT OF BEGINNING**.

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

OWNER INFORMATION:

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

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

Abbreviations:

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

Linetype/Symbol Legend

SYMBOL LEGEND		LINETYPE DESIGNATION	
	EXISTING LIGHT POLE		EXISTING OVERHEAD POWER LINE
	EXISTING LIGHT POLE WITH POWER		EXISTING UNDERGROUND POWER LINE
	EXISTING POWER POLE		EXISTING OVERHEAD TELEPHONE LINE
	EXISTING ELECTRICAL METER BOX		EXISTING UNDERGROUND TELEPHONE LINE
	EXISTING ELECTRICAL TRANSFORMER		EXISTING OVERHEAD TELEVISION CABLE LINE
	EXISTING ELECTRICAL HANDHOLE		EXISTING UNDERGROUND TELEVISION CABLE LINE
	EXISTING TELEPHONE PEDESTAL		EXISTING FIBER OPTIC CABLE
	EXISTING CABLE BOX		EXISTING SANITARY SEWER LINE
	EXISTING FIBER OPTIC BOX		EXISTING STORM SEWER LINE
	EXISTING SATELLITE DISH		EXISTING WATER LINE
	EXISTING MANHOLE		EXISTING IRRIGATION SYSTEM LINE
	EXISTING CLEAN-OUT		EXISTING GAS LINE
	EXISTING CURB INLET		EXISTING CHAIN-LINK FENCE
	EXISTING AREA INLET		EXISTING WOOD FENCE
	EXISTING WATER VALVE		EXISTING BARBED-WIRE FENCE
	EXISTING FIRE HYDRANT		SILT FENCE
	EXISTING WATER VALVE IN MANHOLE		LIMITS OF CONSTRUCTION
	EXISTING CURB STOP		EXISTING CONTOUR LINE
	EXISTING WATER METER PIT		PROPOSED CONTOUR LINE
	EXISTING WELL		EASEMENT LINE
	EXISTING YARD HYDRANT		PROPERTY LINE
			SECTION LINE

120 East 16th St.
Scottsbluff, NE 69361
308.632.3123
www.baker-eng.com

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PRELIMINARY PLAT
NOT TO BE USED FOR
CONSTRUCTION

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

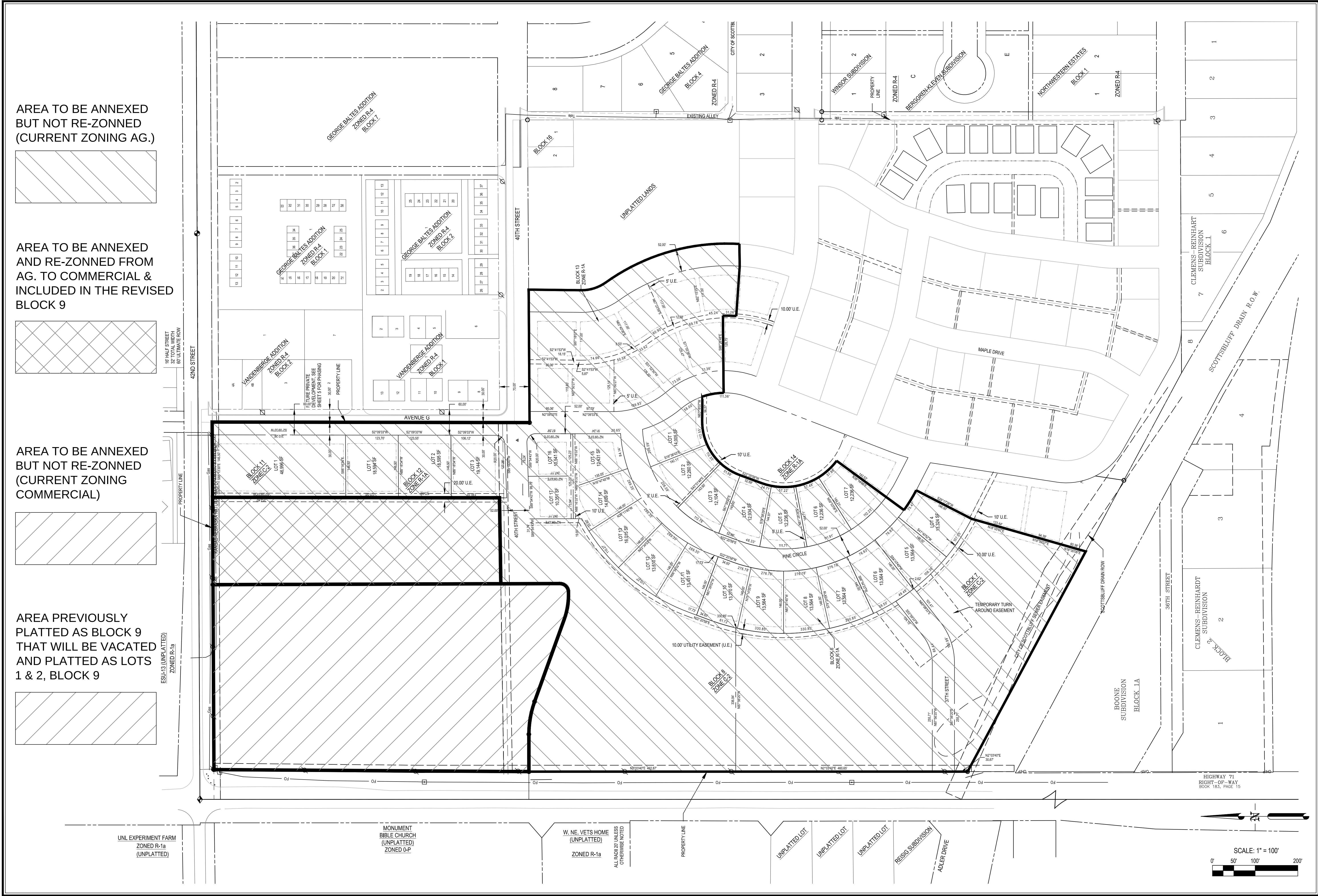
C&T Holdings, LLC
Scottsbluff, Nebraska

Sheet Title:
COVER SHEET

Date Issued: April 2, 2015

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

Sheet No.
0



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

Sheet Title:
VACATED LOT PLAN

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

Sheet No.
C-1.01

PRELIMINARY PLAT
NOT TO BE USED FOR
CONSTRUCTION

C&T Holdings, LLC
Scottsbluff, Nebraska

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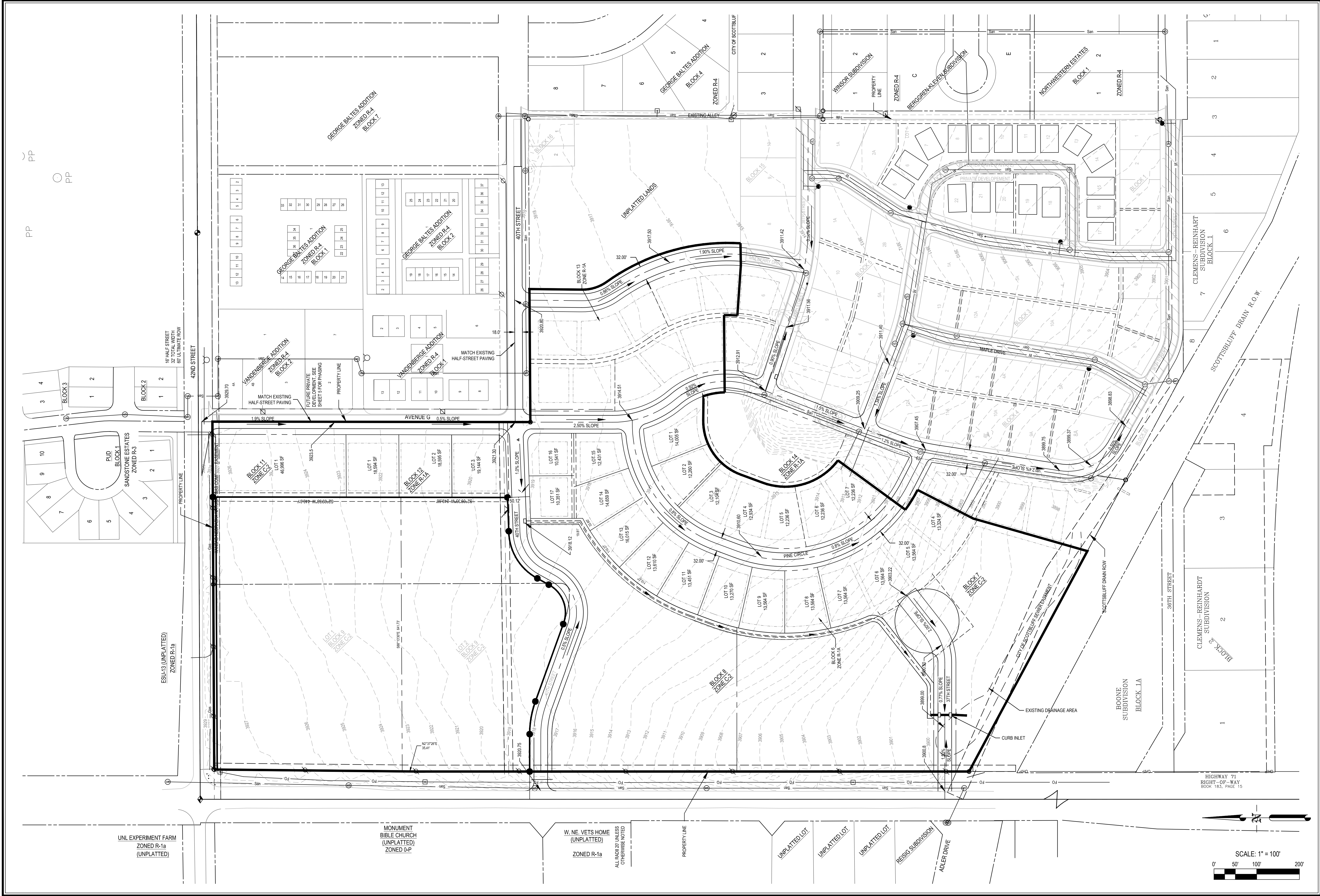
120 East 16th St.
Scottsbluff, NE 68901
308.632.3123
www.baker-eng.com

Date Issued: April 2, 2015

Scottsbluff

Regular Meeting - 6/15/2015

Page 90 / 121



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

Sheet Title:
STREETS PLAN

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

Sheet No.
C-1.03

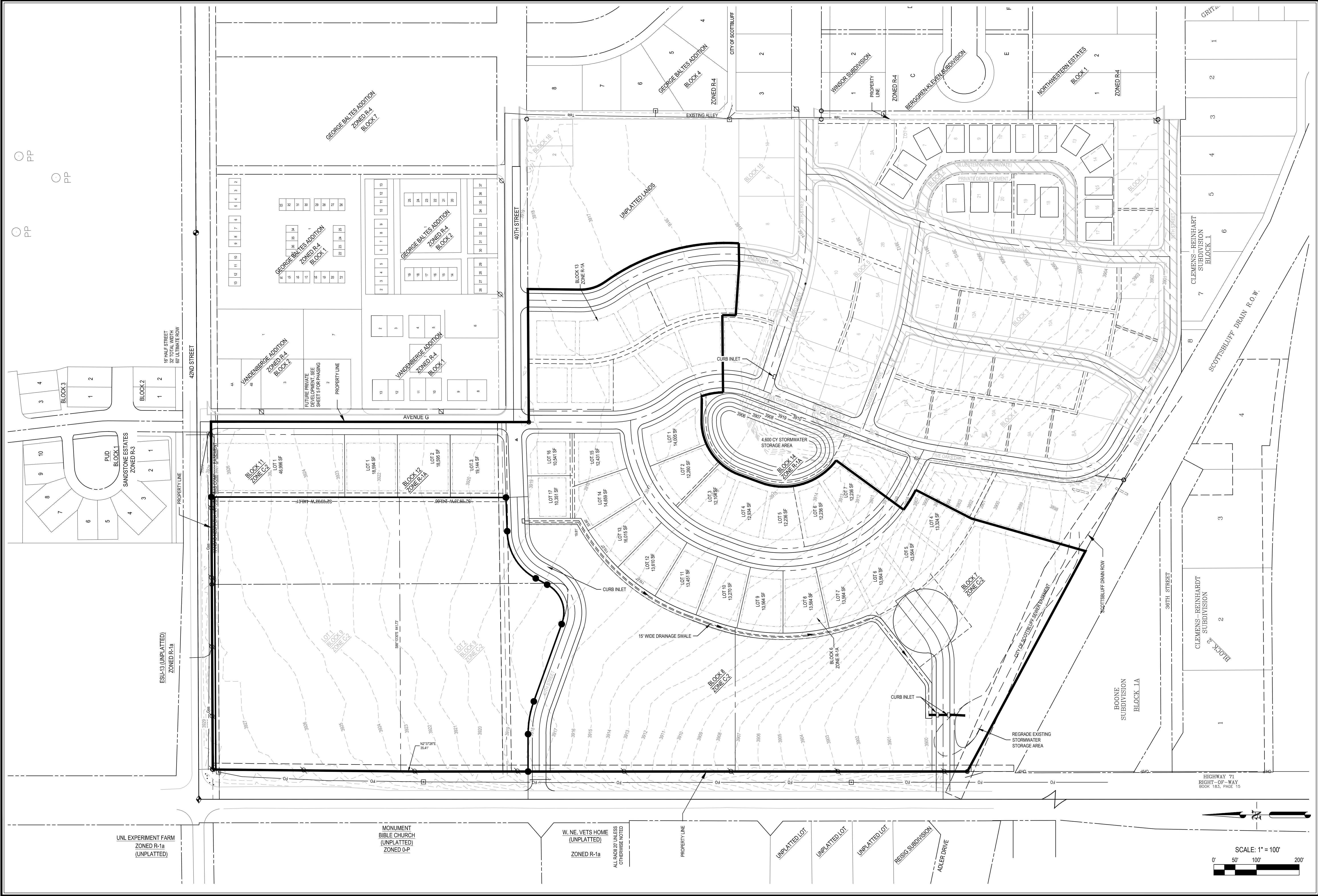
PRELIMINARY PLAT
NOT TO BE USED FOR
CONSTRUCTION

C&T Holdings, LLC
Scottsbluff, Nebraska

Date Issued: April 2, 2015

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

Sheet Title:
**GRADING AND
DRAINAGE PLAN**

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

Sheet No.
C-1.04

Project:
C&T Holdings, LLC
Scottsbluff, Nebraska

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

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

Sheet No.
C-1.04

Project:
C&T Holdings, LLC
Scottsbluff, Nebraska

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

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

Sheet No.
C-1.04

Project:
C&T Holdings, LLC
Scottsbluff, Nebraska

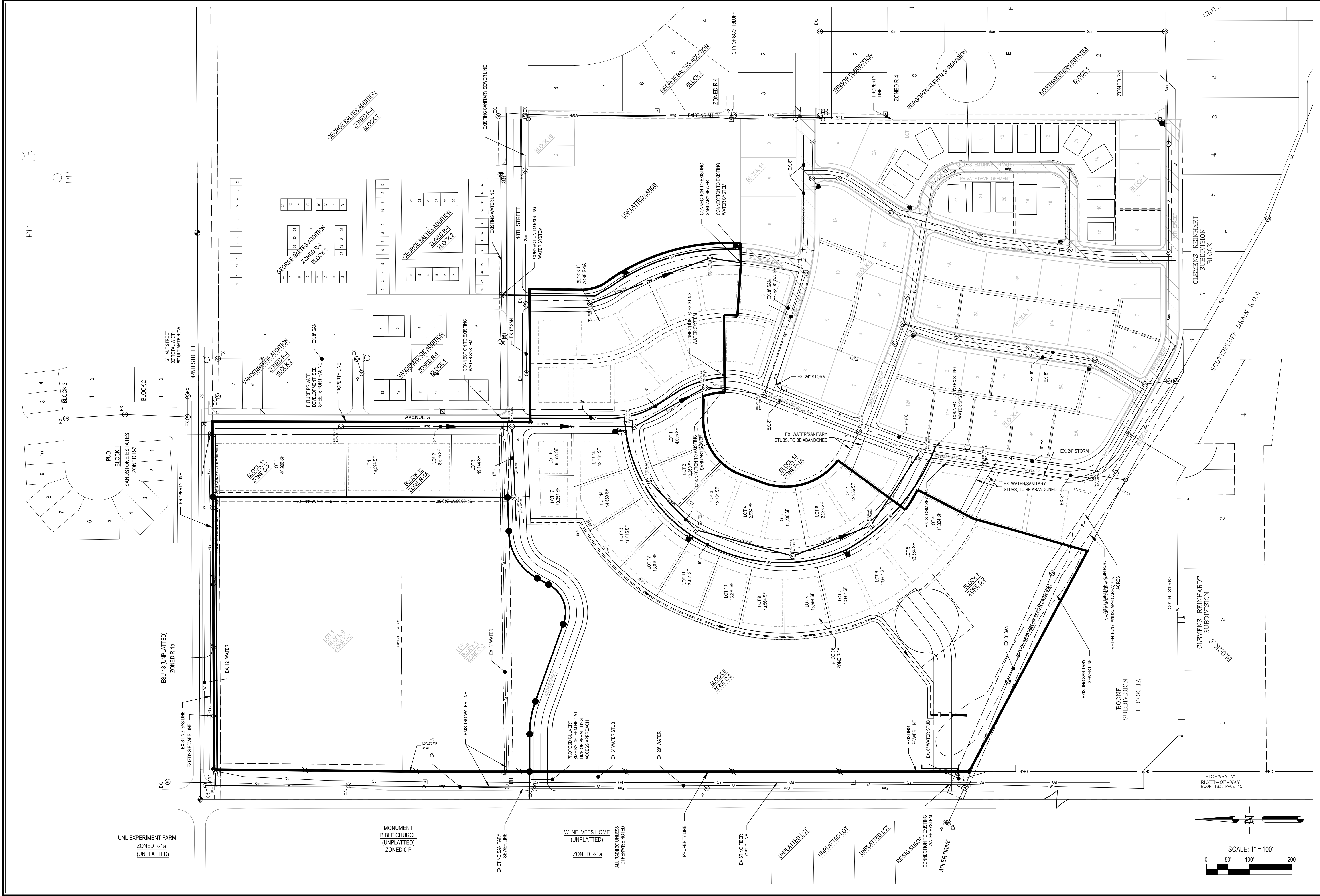
Sheet Title:
**FIVE OAKS SUBDIVISION
2015 REVISED PRELIMINARY PLAT**

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

Sheet No.
C-1.04

PRELIMINARY PLAT
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CONSTRUCTION

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

Sheet Title:
UTILITY PLAN

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

Sheet No.
C-1.05

Project:
**C&T Holdings, LLC
Scottsbluff, Nebraska**

Date Issued: April 2, 2015

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PRELIMINARY PLAT
NOT TO BE USED FOR
CONSTRUCTION

City of Scottsbluff, Nebraska

Monday, June 15, 2015

Regular Meeting

Item Subdiv.4

Council to consider the Developer's Agreement for the Five Oaks Subdivision and authorize the Mayor to execute the Agreement.

Staff Contact: Annie Urdiales, Planning Administrator

Agenda Statement

Item No.

For meeting of: June 15, 2015

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

SUBMITTED BY DEPARTMENT/ORGANIZATION: Development Services

PRESENTATION BY:

SUMMARY EXPLANATION: The applicant(s), C and T Holdings and Jason and Sami Webb, have requested approval of a final plat of Lots 1 and 2, Block 9, Five Oaks Subdivision. Municipal code requires that if there are any improvements shown on the final plat that have not yet been constructed, the property owners must submit a developer's agreement. This agreement states that the property owners will be responsible for constructing the improvements.

The only improvement shown on the plat that has not yet been constructed is a portion of 40th Street. This developer's agreement is different than those that have been done in the past in that instead of providing a timeline for when the street would go in, it is tied to when the properties develop. Before a building permit can be issued for properties that front onto the future 40th Street, the property owners must be able to show that an agreement with a contractor for the construction of 40th Street has been signed, and the street must be completed before a certificate of occupancy could be issued.

BOARD/COMMISSION RECOMMENDATION:

STAFF RECOMMENDATION: Staff recommends approval of the developer's agreement

EXHIBITS					
Resolution	Ordinance	Contract	X	Minutes	Plan/Map
Other (specify) ☐ _____					

NOTIFICATION LIST: Yes ☒ No ☐ Further Instructions ☐

APPROVAL FOR SUBMITTAL: _____
City Manager

CONTRACT FOR PUBLIC IMPROVEMENTS

This Contract is made on June __, 2015, between City of Scottsbluff, Nebraska, a Municipal Corporation (the "City"), Elite Health, LLC ("Elite") and C&T Holdings, LLC ("C&T"). Elite and C&T are collectively referred to as the Owners.

Recitals:

- a. Elite and C&T currently own portions of the following parcel (the "Elite Parcel"):

Lots 1 & 2, Block 9, Five Oaks Subdivision to the City of Scottsbluff, Scotts Bluff County, Nebraska.

Upon approval of the final plat (the "Plat") for the Elite Parcel, C&T intends to convey its remaining interest in the Elite Parcel to Elite. The Plat is made a part of this Contract by reference.

- b. The Plat provides for 40th Street to be located along the south boundary of Lot 2, Block 9 of the Elite Parcel.

- c. C&T is the owner of the real estate which adjoins the south side of 40th Street as platted (the "C&T Tract")

- d. Certain improvements which are required by the Scottsbluff Municipal Code to be constructed by the Owners have not been constructed. The parties desire to memorialize their agreement with respect to the construction of these improvements. For that purpose, the Owners desire to bind themselves and their successors in interest to construct the improvements in accordance with the Scottsbluff Municipal Code as provided for in this Contract.

Agreements:

1. With respect to any development to Lot 2, Block 9 or the portion of the C&T Tract which adjoins 40th Street (the "Development Area"), the Owners shall cause that portion of 40th Street as shown on the Plat to be constructed (the "Improvements"). The Owners understand that a building permit will not be issued for construction in the Development Area until an agreement has been signed with a contractor for the construction of the Improvements. No occupancy permit shall be issued for any buildings constructed in the Development Area until the Improvements are completed.

2. The location, size and layout of the Improvements shall be as provided for in the Plat. The actual construction of the Improvements shall be according to (i) plans and specifications approved by the City, which approval will not be unreasonably withheld, and (ii) all ordinances and codes adopted by the City, as in effect at the time that the Improvements are constructed. The Improvements shall become the property of the City immediately upon acceptance of the Improvements by the City Council. If constructed by the Owners (and not by the City), the Improvements shall be warranted for a period of one year from the date of the acceptance of the Improvements.

3. The Owners agree that the Improvements shall be paid for as follows:

- a. In the event that both parties (or their successors, where applicable) desire to construct within the Development Area at the same time, then the parties shall jointly participate in providing for the Improvements in the manner as provided for in this Contract.

b. In the event that only one party desires to construct within the Development Area, then the first party (or successor) that desires to develop within the Development Area (the "Constructing Party") shall be responsible for providing for all of the Improvements as provided for in this Contract. Once the costs of the Improvements, as completed, are finally determined, the Constructing Party shall notify the other party of the total cost of the Improvements which shall then be divided between the parties as provided for in subparagraph c. below.

c. The total cost of the Improvements shall be allocated between the parties as follows:

(1) That portion of 40th Street which adjoins the Elite Parcel shall be payable 50% by each party.

(2) That portion of 40th Street which adjoins only the C&T Tract shall be payable by C&T.

In the event that there is a dispute between the parties as to the allocation of the total cost of the Improvements, then the engineer responsible for the Improvements shall determine the allocation, which determination shall be binding upon the parties.

d. If subparagraph b. is applicable, then the amount owed to the Constructing Party by the other party shall be paid to the Constructing Party at such time as the other party completes any improvements within the Development Area; provided, however, in no event shall the date of such payment extend beyond 5 years from the date that the Constructing Party shall notify the other party of the total cost of the Improvements. Interest shall accrue on the amount due to the Constructing Party at the rate of 5% per annum. The other party shall deliver a promissory note to the Constructing Party which evidences the amount due to the Constructing Party, however, the failure of the parties to enter into a promissory note shall not relieve the other party from its obligation to the Constructing Party.

e. As an alternative to the payment method provided for above, the Owners may jointly request that a special improvement district be created to construct the Improvements, subject to the City agreeing to create such a district.

4. Should the Owners fail to construct the Improvements, as agreed to in this Contract, the City may do so. The Owners shall reimburse the City for all costs expended by the City in constructing the Improvements. If so constructed by the City, the City may at its option, assess all or any part of the unreimbursed cost of the Improvements against the properties benefitted by the Improvements. When any installment of special assessments is unpaid for a period of six (6) months after the same is delinquent, the City may mail written notice to the Owners of that fact and demand that the Owners pay such installment. If the Owners fail to do so within thirty (30) days after such notice is mailed, the City may proceed by appropriate action to enforce the Owners' liability as described in this paragraph. In any such action the City shall not be limited to the installments which are currently due but shall be entitled to collect the entire cost of the improvements, plus interest, less sums previously paid. Any forbearance by the City to exercise any right granted to it in this Contract shall not be considered a waiver of the City's rights. Any notice under this paragraph shall be deemed properly sent if sent by certified U.S. mail, postage prepaid, to the Owners at the following addresses;

Elite Health, LLC
1602 West 42nd Street
Scottsbluff, NE 69361

C&T Holdings, LLC
1816 E 34th Street
Scottsbluff, NE 69361

5. To secure the Owners' liability, the Owners agree to provide security consistent with the policies established by the City. Prior to commencing the construction of the Improvements, the Owners shall present an estimate of the cost of the Improvements to the City. The parties understand that this will be an estimate only and that the actual cost of the Improvements may differ from the estimate. The security furnished by the Owners will be in the amount of the actual cost of the Improvements. It is contemplated that the Owners will enter into a contract for the construction of the Improvements. The actual cost of the Improvements will be determined by the provisions of such contract. If the security furnished by the Owner is a bond or letter of credit, the bond or letter of credit shall provide that upon demand by the City, the City shall be paid all sums which the City is entitled to collect from the Owners under this agreement. If the sums collected by the City under the bond or letter of credit are not sufficient to satisfy the Owners' liability to the City, the Owners will remain liable for the balance. The City may, at its option, assess all or any part of the amounts owed for the Improvements and not covered by the bond or letter of credit and not paid for by Owners.

6. The Owners, for themselves and on behalf of all future grantees and owners, covenant and agree to participate in and not object to the creation of any special improvement districts that may be subsequently created, as provided for in this Contract, to construct and improve the Improvements. It is the intent of the Owners that this paragraph bind all future grantees, heirs and owners and that this covenant and contract runs with the land as it touches and concerns the Development Area. The Owners further agree that all future transfers or conveyances of lots within the Development Area shall be subject to and conditioned upon a provision in the deed or conveying document that the grantee or new owner will participate in and not object to the creation of any special improvement districts that may be subsequently created to construct the Improvements. This paragraph and the covenants in it will not be deemed a waiver of the Owners', grantee's or lot owner's right to contest the extent to which it is benefitted by such special improvement district, or to contest the amount of any assessments levied against the Owners', grantee's or lot owner's property.

7. This contract shall run with the land and shall bind, in addition to the parties, the successors and assigns of the respective parties.

8. The parties agree to execute a Memorandum of Contract suitable for filing in the Office of the Register of Deeds of Scotts Bluff County, Nebraska, to give notice of the fact that this Contract has been executed. The Owners shall reimburse the City for the costs of filing this Memorandum of Contract.

[Signatures on Following Page]

City of Scottsbluff, Nebraska

By _____
Mayor

Attest:

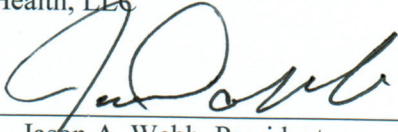
City Clerk

C&T Holdings, LLC

By: _____
William C. Trumbull, Member

By: _____
Francis D. Clarkson, Member

Elite Health, LLC

By: 

Jason A. Webb, President

City of Scottsbluff, Nebraska

Monday, June 15, 2015

Regular Meeting

Item Subdiv.5

Council to consider the Proposed Final Plat for Lots 1 and 2, Block 9, Five Oaks Subdivision, situated in the NW 1/4 of Section 14, T22N, R55W of the 6th P.M., Scotts Bluff County, Nebraska and approve the Resolution.

Staff Contact: Annie Urdiales, Planning Administrator

Agenda Statement

Item No.

For meeting of: June 15, 2015

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

SUBMITTED BY DEPARTMENT/ORGANIZATION: Development Services

PRESENTATION BY:

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

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

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

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

EXHIBITS

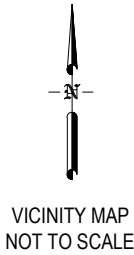
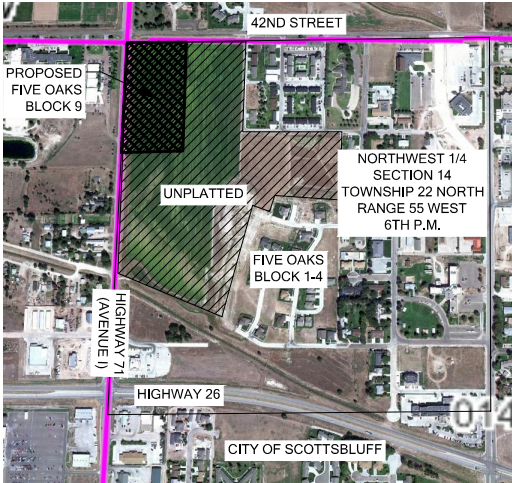
Resolution X Ordinance Contract Minutes x Plan/Map x

Other (specify) ☐ _____

NOTIFICATION LIST: Yes X No ☐ Further Instructions ☐

APPROVAL FOR SUBMITTAL: _____
City Manager

FINAL PLAT OF
LOTS 1, 2, TRACT A AND 40TH STREET RIGHT OF WAY,
BLOCK 9 ,FIVE OAKS SUBDIVISION,
CITY OF SCOTTSBLUFF, SCOTTS BLUFF COUNTY, NEBRASKA
SITUATED IN THE NORTHWEST QUARTER OF SECTION 14, TOWNSHIP 22 NORTH, RANGE 55 WEST OF
THE 6TH PRINCIPAL MERIDIAN, CITY OF SCOTTSBLUFF, SCOTTS BLUFF COUNTY, NEBRASKA



INDEX OF SHEETS

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

40TH STREET RIGHT OF WAY PROPERTY DESCRIPTION

A RIGHT OF WAY FOR 40TH STREET IN FIVE OAKS SUBDIVISION, CONTAINING 46,130 SQ. FT. (1.059 ACRES), MORE OR LESS, IN THE NORTHWEST QUARTER OF SECTION 14, TOWNSHIP 22 NORTH, RANGE 55 WEST, OF THE 6TH PRINCIPAL MERIDIAN, IN SCOTTS BLUFF COUNTY, NEBRASKA, SAID RIGHT OF WAY BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE NORTHWEST CORNER OF SECTION 14, TOWNSHIP 22 NORTH, RANGE 55 WEST, OF THE 6TH PRINCIPAL MERIDIAN, WHENCE THE WEST QUARTER CORNER OF SAID SECTION 14, BEARS SOUTH 02°03'39" WEST, A DISTANCE OF 2675.32 FEET; THENCE ALONG WEST LINE OF THE NORTHWEST QUARTER OF SAID SECTION 14, SOUTH 02°03'39" WEST, A DISTANCE OF 770.85 FEET; THENCE SOUTH 87°56'21" EAST, A DISTANCE OF 65.00 FEET TO A POINT ON THE EXISTING EAST RIGHT OF WAY OF HIGHWAY 71 AND TO THE POINT OF BEGINNING;

THENCE SOUTH 87°56'20" EAST, A DISTANCE OF 87.56 FEET;
THENCE ON THE ARC OF A CURVE TO THE RIGHT, A RADIUS OF 226.00 FEET, A CENTRAL ANGLE OF 19°49'11", A DISTANCE OF 78.18 FEET, (A CHORD BEARING SOUTH 78°01'45" EAST, A DISTANCE OF 77.79 FEET);
THENCE SOUTH 68°07'09" EAST, A DISTANCE OF 191.98 FEET;
THENCE ON THE ARC OF A CURVE TO THE LEFT, A RADIUS OF 74.00 FEET, A CENTRAL ANGLE OF 83°39'28", A DISTANCE OF 108.05 FEET, (A CHORD BEARING NORTH 72°01'14" EAST, A DISTANCE OF 98.70 FEET);
THENCE NORTH 30°55'20" EAST, A DISTANCE OF 30.52 FEET;
THENCE ON THE ARC OF A CURVE TO THE RIGHT, A RADIUS OF 126.00 FEET, A CENTRAL ANGLE OF 61°36'05", A DISTANCE OF 135.47 FEET, (A CHORD BEARING NORTH 60°54'58" EAST, A DISTANCE OF 129.04 FEET);
THENCE NORTH 89°54'43" EAST, A DISTANCE OF 79.00 FEET;
THENCE SOUTH 87°28'29" EAST, A DISTANCE OF 176.50 FEET TO A POINT ON THE EXISTING WEST RIGHT OF WAY LINE OF AVE G;
THENCE ALONG EXISTING WEST RIGHT OF WAY THE OF AVE G, SOUTH 02°09'33" WEST, A DISTANCE OF 52.00 FEET;
THENCE DEPARTING EXISTING WEST RIGHT OF WAY LINE OF AVENUE G, NORTH 87°27'25" WEST, A DISTANCE OF 174.47 FEET;
THENCE SOUTH 89°54'43" WEST, A DISTANCE OF 79.93 FEET;
THENCE ON THE ARC OF A CURVE TO THE LEFT, A RADIUS OF 74.00 FEET, A CENTRAL ANGLE OF 62°23'51", A DISTANCE OF 80.59 FEET, (A CHORD BEARING SOUTH 61°04'06" WEST, A DISTANCE OF 76.67 FEET);
THENCE SOUTH 30°55'20" WEST, A DISTANCE OF 30.65 FEET;
THENCE ON THE ARC OF A CURVE TO THE RIGHT, A RADIUS OF 126.00 FEET, A CENTRAL ANGLE OF 83°01'38", A DISTANCE OF 182.59 FEET, (A CHORD BEARING SOUTH 71°52'33" WEST, A DISTANCE OF 167.02 FEET);
THENCE NORTH 68°07'09" WEST, A DISTANCE OF 191.20 FEET;
THENCE ON THE ARC OF A CURVE TO THE LEFT, A RADIUS OF 174.00 FEET, A CENTRAL ANGLE OF 19°49'11", A DISTANCE OF 60.19 FEET, (A CHORD BEARING NORTH 78°01'45" WEST, A DISTANCE OF 59.89 FEET);
THENCE NORTH 87°56'20" WEST, A DISTANCE OF 87.56 FEET;
THENCE NORTH 02°03'39" EAST, A DISTANCE OF 52.00 FEET, MORE OR LESS, TO THE POINT OF BEGINNING.

THE ABOVE DESCRIBED RIGHT OF WAY CONTAINS 46,130 SQ. FT. (1.059 ACRES), MORE OR LESS.

Sheet Revisions			Baker & Associates Inc. 120-EAST-16TH-STREET SCOTTSBLUFF, NE 69363 308-632-3123 www.baker-eng.com Engineers * Architects * Surveyors COPYRIGHT 2015	Final Plat of Block 9, Five Oaks Subdivision			
Date	Description	Initials		Title Sheet			
3-6-2015	DRAFTED FINAL PLAT	BEG		Baker Project Number: 023-005-15			
				Project Location: City of Scottsbluff, Nebraska			
				Owners: C & T Holdings, L.L.C.			
				Project Code	Last Mod. Date	Subset	Sheet No.
				023	06-03-2015	1 of 3	1

BLOCK 9 PROPERTY DESCRIPTION

A PARCEL OF LAND KNOWN AS BLOCK 9 FIVE OAKS SUBDIVISION, CONTAINING 528,947 SQ. FT. (12.143 ACRES), MORE OR LESS, IN THE NORTHWEST QUARTER OF SECTION 14, TOWNSHIP 22 NORTH, RANGE 55 WEST, OF THE 6TH PRINCIPAL MERIDIAN, IN SCOTTS BLUFF COUNTY, NEBRASKA, SAID TRACT OR PARCEL BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

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

THENCE ALONG SAID EXISTING SOUTH RIGHT OF WAY OF 42ND STREET SOUTH 88°13'30" EAST, A DISTANCE OF 638.16 FEET;
THENCE DEPARTING SAID EXISTING SOUTH RIGHT OF WAY OF 42ND STREET, SOUTH 02°09'33" WEST, A DISTANCE OF 689.61 FEET;
THENCE SOUTH 87°28'29" EAST, A DISTANCE OF 176.50 FEET TO A POINT ON THE EXISTING WEST RIGHT OF WAY LINE OF AVE G;
THENCE ALONG EXISTING WEST RIGHT OF WAY THE OF AVE G, SOUTH 02°09'33" WEST, A DISTANCE OF 52.00 FEET;
THENCE DEPARTING EXISTING WEST RIGHT OF WAY LINE OF AVENUE G, NORTH 87°27'25" WEST, A DISTANCE OF 174.47 FEET;
THENCE SOUTH 89°54'43" WEST, A DISTANCE OF 79.93 FEET;
THENCE ON THE ARC OF A CURVE TO THE LEFT, A RADIUS OF 74.00 FEET, A CENTRAL ANGLE OF 62°23'51", A DISTANCE OF 80.59 FEET, (A CHORD BEARING SOUTH 61°04'06" WEST, A DISTANCE OF 76.67 FEET);
THENCE SOUTH 30°55'20" WEST, A DISTANCE OF 30.65 FEET;
THENCE ON THE ARC OF A CURVE TO THE RIGHT, A RADIUS OF 126.00 FEET, A CENTRAL ANGLE OF 83°01'38", A DISTANCE OF 182.59 FEET, (A CHORD BEARING SOUTH 71°52'33" WEST, A DISTANCE OF 167.02 FEET);
THENCE NORTH 68°07'09" WEST, A DISTANCE OF 191.20 FEET;
THENCE ON THE ARC OF A CURVE TO THE LEFT, A RADIUS OF 174.00 FEET, A CENTRAL ANGLE OF 19°49'11", A DISTANCE OF 60.19 FEET, (A CHORD BEARING NORTH 78°01'45" WEST, A DISTANCE OF 59.89 FEET);
THENCE NORTH 87°56'20" WEST, A DISTANCE OF 87.56 FEET TO A POINT ON THE EXISTING EAST RIGHT OF WAY OF HIGHWAY 71 (AVENUE I);
THENCE CONTINUING ALONG SAID EAST RIGHT OF WAY OF HIGHWAY 71 (AVENUE I), NORTH 02°03'39" EAST, A DISTANCE OF 52.00 FEET;
THENCE CONTINUING ALONG SAID EAST RIGHT OF WAY OF HIGHWAY 71 (AVENUE I), NORTH 02°03'39" EAST, A DISTANCE OF 262.75 FEET;
THENCE CONTINUING ALONG SAID EAST RIGHT OF WAY OF HIGHWAY 71 (AVENUE I), NORTH 02°37'26" EAST, A DISTANCE OF 475.46 FEET, MORE OR LESS, TO THE POINT OF BEGINNING.

THE ABOVE DESCRIBED PARCEL CONTAINS 528,947 SQ. FT. (12.143 ACRES), MORE OR LESS.

SURVEYOR'S CERTIFICATE

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

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

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

FINAL PLAT OF
LOTS 1, 2, TRACT A AND 40TH STREET RIGHT OF WAY,
BLOCK 9 ,FIVE OAKS SUBDIVISION,
CITY OF SCOTTSBLUFF, SCOTTS BLUFF COUNTY, NEBRASKA
SITUATED IN THE NORTHWEST QUARTER OF SECTION 14, TOWNSHIP 22 NORTH, RANGE 55 WEST OF
THE 6TH PRINCIPAL MERIDIAN, CITY OF SCOTTSBLUFF, SCOTTS BLUFF COUNTY, NEBRASKA

SURVEY NOTES

1. THIS SURVEY RELIES ON CHICAGO TITLE INSURANCE COMPANY, ORDER NO. 24309. NO TITLE SEARCH WAS MADE BY BAKER AND ASSOCIATES, INC., TO DETERMINE OWNERSHIP OR EASEMENTS OF RECORD. ALL TAX INFORMATION, LIENS, LEASES, ASSIGNMENTS, AGREEMENTS, MOTIONS, DECLARATIONS, PROVISIONS, CONDITIONS, RESERVATIONS, RESTRICTIONS, ZONING, COVENANTS, WATER AND MINERAL RIGHTS AND OBLIGATIONS FOR THE PROPERTY SHOWN HEREON ARE REFLECTED IN SAID TITLE COMMITMENT. BAKER AND ASSOCIATES INC. OBTAINED ADDITIONAL RIGHT OF WAY INFORMATION AND DOCUMENTS IN THE COURSE OF THE PLAT PREPARATION THAT ARE SHOWN HEREON AND ARE NOT REFLECTED ON SAID TITLE COMMITMENT
2. THE MONUMENTATION RECOVERED WAS LOCATED BY A COMBINATION OF GLOBAL POSITIONING SYSTEM (GPS) FAST STATIC, RTK AND RTK DATA LOGGING TECHNIQUES. CONVENTIONAL SURVEY METHODS WERE APPLIED WHEN REQUIRED.
3. BASIS OF BEARINGS: ALL BEARINGS ARE BASED ON THE LINE CONNECTING THE NORTHWEST CORNER OF SECTION 14, TOWNSHIP 22 NORTH, RANGE 55 WEST, OF THE 6TH PRINCIPAL MERIDIAN AND THE WEST SIXTEENTH CORNER OF SAID SECTION 14, BEING A GRID BEARING OF SOUTH 88°13'30" EAST A DISTANCE OF 1326.35' FEET AS OBTAINED FROM A GLOBAL POSITIONING SYSTEM (GPS) SURVEY BASED ON THE NEBRASKA HIGH ACCURACY REFERENCE NETWORK (NHARN). SAID GRID BEARING IS NAD 83 (2011) NEBRASKA STATE PLANE ZONE 2600.
4. ALL DIMENSIONS SHOWN HEREON ARE U.S. SURVEY FEET
5. NOTICE: YOU MUST COMMENCE ANY LEGAL ACTION BASED UPON ANY DEFECT IN THIS SURVEY WITHIN THREE (3) YEARS AFTER YOU FIRST DISCOVER SUCH DEFECT. IN NO EVENT MAY ANY ACTION, BASED UPON ANY DEFECT IN THIS SURVEY BE COMMENCED MORE THAN TEN (10) YEARS FROM THE DATE OF THE CERTIFICATION SHOWN HEREON.

APPROVAL AND ACCEPTANCE

THE FOREGOING PLAT OF LOTS 1,2, TRACT A AND 40TH STREET RIGHT OF WAY, BLOCK 9, FIVE OAKS SUBDIVISION, CITY OF SCOTTSBLUFF, SCOTTS BLUFF COUNTY, NEBRASKA AND UNPLATTED LANDS, WAS APPROVED BY THE MAYOR AND CITY COUNCIL OF THE CITY OF SCOTTSBLUFF, NEBRASKA, BY RESOLUTION DULY PASSED THIS _____ DAY OF _____, 2015.

BY:

RANDY MEININGER, MAYOR

ATTESTED: _____ SEAL

CITY CLERK

Sheet Revisions			Baker & Associates Inc. 120-EAST-16TH-STREET SCOTTSBLUFF, NE 69363 308-632-3123 www.baker-eng.com Engineers * Architects * Surveyors COPYRIGHT 2015		Final Plat of Block 9, Five Oaks Subdivision				
Date	Description	Initials			Signature Sheet				
3-6-2015	DRAFTED FINAL PLAT	BEG			Baker Project Number: 023-005-15				
					Project Location: City of Scottsbluff, Nebraska				
					Owners: C & T Holdings, L.L.C.				
					Project Code	Last Mod. Date	Subset	Sheet No.	
					023	06-03-2015	2 of 3	2	

OWNER'S STATEMENT

WE, THE UNDERSIGNED, BEING ALL THE OWNERS, MORTGAGEES, BENEFICIARIES OF DEEDS OF TRUST AND HOLDERS OF OTHER INTERESTS IN THE LAND DESCRIBED HEREIN, HAVE LAID OUT, SUBDIVIDED, AND PLATTED SAID LANDS INTO LOTS 1, 2, TRACT A AND 40TH STREET RIGHT OF WAY, BLOCK 9 OF FIVE OAKS, AS SHOWN HEREON UNDER THE NAME AND SUBDIVISION OF LOTS 1, 2, TRACT A AND 40TH STREET RIGHT OF WAY, BLOCK 9 OF FIVE OAKS SUBDIVISION. TRACT A AND THE 10' ALLEY RIGHT OF WAY AS SHOWN HEREON ARE DEDICATED FOR PUBLIC RIGHT OF WAY. THE 52' RIGHT OF WAY FOR 40TH STREET AS SHOWN HEREON IS DEDICATED FOR PUBLIC RIGHT OF WAY, UTILITIES AND INFRASTRUCTURE. THE ENTITIES RESPONSIBLE FOR PROVIDING THE SERVICES FOR WHICH THE RIGHT OF WAYS ARE ESTABLISHED ARE HEREBY GRANTED THE PERPETUAL RIGHT OF INGRESS AND EGRESS FROM AND TO ADJACENT PROPERTIES.

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

STATE OF NEBRASKA)
) SS
COUNTY OF SCOTTS BLUFF)

ACKNOWLEDGED BEFORE ME THIS ____ DAY OF _____, 2015,

BY _____
WITNESS MY HAND AND OFFICIAL SEAL

MY COMMISSION EXPIRES: _____

NOTARY PUBLIC

BY: _____
JASON WEBB

STATE OF NEBRASKA)
) SS
COUNTY OF SCOTTS BLUFF)

ACKNOWLEDGED BEFORE ME THIS ____ DAY OF _____, 2015,

BY _____
WITNESS MY HAND AND OFFICIAL SEAL

MY COMMISSION EXPIRES: _____

NOTARY PUBLIC

BY: _____
SAMI WEBB

STATE OF NEBRASKA)
) SS
COUNTY OF SCOTTS BLUFF)

ACKNOWLEDGED BEFORE ME THIS ____ DAY OF _____, 2015,

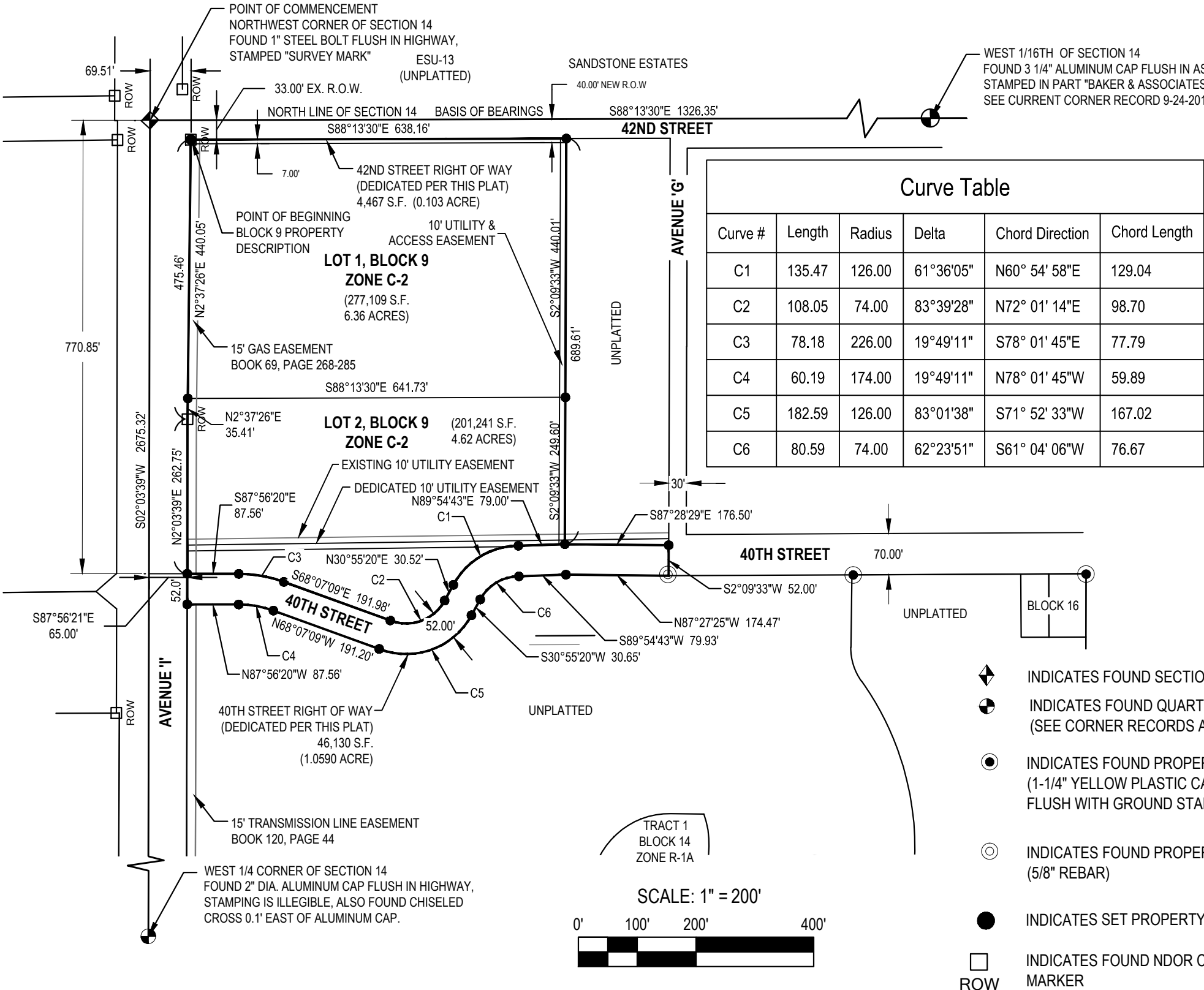
BY _____
WITNESS MY HAND AND OFFICIAL SEAL

MY COMMISSION EXPIRES: _____

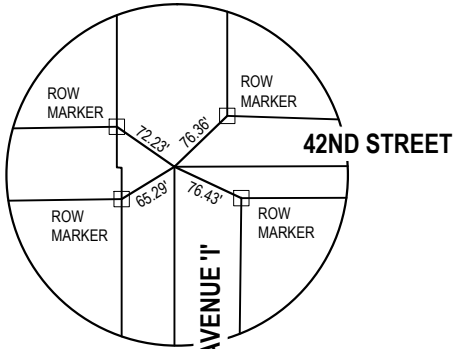
NOTARY PUBLIC

**FINAL PLAT OF
LOTS 1, 2, TRACT A AND 40TH STREET RIGHT OF WAY,
BLOCK 9, FIVE OAKS SUBDIVISION,
CITY OF SCOTTSBLUFF, SCOTTS BLUFF COUNTY, NEBRASKA**
SITUATED IN THE NORTHWEST QUARTER OF SECTION 14, TOWNSHIP 22 NORTH, RANGE 55 WEST OF
THE 6TH PRINCIPAL MERIDIAN, CITY OF SCOTTSBLUFF, SCOTTS BLUFF COUNTY, NEBRASKA

Sheet Revisions			Final Plat of Block 9, Five Oaks Subdivision Plan Sheet			
Date	Description	Initials	Baker Project Number: 023-005-15			
3-6-2015	DRAFTED FINAL PLAT	BEG	Project Location: City of Scottsbluff, Nebraska			
			Owners: C & T Holdings, L.L.C.			
Project Code	Last Mod. Date	Subset	Sheet No.			
023	06-03-2015	3 of 3	3			

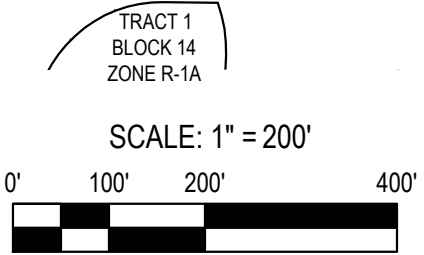


Curve Table					
Curve #	Length	Radius	Delta	Chord Direction	Chord Length
C1	135.47	126.00	61°36'05"	N60° 54' 58"E	129.04
C2	108.05	74.00	83°39'28"	N72° 01' 14"E	98.70
C3	78.18	226.00	19°49'11"	S78° 01' 45"E	77.79
C4	60.19	174.00	19°49'11"	N78° 01' 45"W	59.89
C5	182.59	126.00	83°01'38"	S71° 52' 33"W	167.02
C6	80.59	74.00	62°23'51"	S61° 04' 06"W	76.67



**CORNER TIE MEASUREMENTS
NORTHWEST CORNER OF SECTION 14**
FOUND 1" STEEL BOLT FLUSH IN HIGHWAY,
STAMPED "SURVEY MARK"
(NOT TO SCALE)

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



City of Scottsbluff, Nebraska

Monday, June 15, 2015

Regular Meeting

Item Reports1

Council to receive an update on the Comprehensive Plan.

Staff Contact: Annie Folck, City Planner

City of Scottsbluff, Nebraska

Monday, June 15, 2015

Regular Meeting

Item Reports2

Council to authorize the Mayor to sign the Annual Service Agreement with Protex Central for fire alarms at city hall.

Staff Contact: Nathan Johnson, Assistant City Manager



SERVICE AGREEMENT

Quote Number: 4150211R27
Date: 06/03/2015
Reference Number: 183566

By and between

Protex Central Inc. (PCI)
1239 North Minnesota Avenue
Hastings, Nebraska 68901

Nathan Johnson
Scottsbluff City Hall
2525 Circle Drive
Scottsbluff, NE 69361

1-800-274-0888
402-463-6057 Fax

308-630-6260

Services will be provided at the following location(s): Scottsbluff City Hall – Scottsbluff.

PCI shall provide Services as indicated below and in accordance with the attached Service Agreement Terms and Conditions, work scope documents and special provisions which form a part of this Agreement:

☒ Fire Alarm System Testing and Inspection	☐ Fire Alarm System Testing and Maintenance
☐ Fire Sprinkler System Testing and Inspection	☐ Fire Sprinkler System Testing and Maintenance
☐ Smoke Detector Cleaning and Sensitivity Testing	☐ Suppression System Testing and Inspection
☐ Security System Maintenance	☐ Emergency Services
☒ Fire Extinguishers	☐ Kitchen Range Hood
☐ Fire Alarm System Part Replacement Program	☐ Special Provisions

Provide Semi-Annual Fire Alarm Inspections - \$198.00 Annual Price.
Tag Fire Extinguishers Annually at \$5.00 Each (not included in price).
Annual Fee: All for the annual sum of \$198.00 plus applicable taxes.

Period of Agreement: The service(s) described in this Agreement shall begin on 2 / 1 /2015 shall continue for a period of Three (3) year from this date.

This proposal shall remain valid for a period of thirty (30) days from the above referenced proposal date.

This proposal and the pages attached shall become an Agreement only upon signature below by PCI and CUSTOMER. No waiver or modification of any terms or conditions of this Agreement shall be binding on PCI unless made in writing and signed by an authorized representative of PCI.

Protex Central Inc.

Signature: Jacob Lipker

(Type or Print Name) Jacob Lipker

Title: Service Sales Representative

Date: 6-3-15

AUTHORIZED CUSTOMER Acceptance:

Signature: _____

(Type or Print Name) _____

Title: _____

Date: _____

Terms and Conditions

DEFINITIONS

1. "Equipment" means the equipment covered by the Services to be performed under this Agreement, and is identified in the respective work scope attachments under the "Equipment List".
2. "Services" means those services and obligations to be undertaken by PCI in support of CUSTOMER pursuant to this Agreement, as more fully detailed in the attached work scope document(s), which are incorporated herein.

COVERAGE

1. CUSTOMER agrees to provide access to all Equipment covered by this Agreement. PCI will be free to start and stop all primary equipment incidental to the operation of the mechanical, and life safety system(s) as arranged with CUSTOMER's representative.
2. It is understood that the repair, replacement, and emergency service provisions apply only to the Equipment included in the attached Equipment List. Repair or replacement of non-maintainable parts of the system such as, but not limited to, piping, unit cabinets, insulating material, electrical wiring, hydronic and pneumatic piping, structural supports and other non-moving parts, is not included under this Agreement. Costs to repair or replace such non-maintainable parts will be the sole responsibility of CUSTOMER.
3. PCI will not reload software, nor make repairs or replacements necessitated by reason of negligence, vandalism or misuse of the Equipment by persons other than PCI or its employees, or caused by lightning, flood or water damage from any source, electrical storm, or other violent weather or by any other cause beyond PCI control. This clause shall supersede and take precedent over any Emergency Service clause or provision contained elsewhere in this Agreement.
4. This Agreement assumes that the systems and/or Equipment included in the attached Equipment List are in maintainable condition. If repairs are necessary upon initial inspection, repair charges will be submitted for approval. Should these charges be declined, those non-maintainable items will be eliminated from coverage under this Agreement and the price adjusted accordingly. System equipment deemed to be no longer economically maintainable (obsolete) by PCI will be identified throughout the term of this agreement and brought to the CUSTOMER's attention and may be removed from this specific Agreement or coverage type on the equipment identified may be reduced.
5. Maintenance, repairs, and replacement of Equipment parts and components are limited to restoring to proper working condition. PCI shall not be obligated to provide replacement software, equipment, components and/or parts that represent a significant betterment or capital improvement to CUSTOMER'S system(s) hereunder.
6. All non-emergency services under this Agreement will be performed between the hours of 8:00 a.m. - 5:00 p.m. local time Monday through Friday, excluding federal holidays and normal PCI observed Holidays. If for any reason CUSTOMER requests PCI to furnish any labor or services outside of the above stated hours, any overtime or other additional expense occasioned thereby, shall be billed to and paid by CUSTOMER except as may be provided under the Emergency Service section or Special Provisions of this Agreement.
7. CUSTOMER will promptly notify PCI of any malfunction in the system(s) or Equipment covered under this Agreement that comes to CUSTOMER's attention.

PRICE, BILLING, AND TERM

1. CUSTOMER shall pay or cause to be paid to PCI the full price for the Services as specified on the first page of this Agreement. PCI shall submit annual invoices unless otherwise specified to CUSTOMER in advance for Services to be performed during the subsequent billing period, and payment shall be due within thirty (30) days of the Invoice Date. Payments for Services past due more than ten (10) days shall accrue interest from the due date to the date of payment at the rate of one and one-half percent (1.5%) per month, compounded monthly, or the highest legal rate then allowed. CUSTOMER shall pay all attorney and/or collection fees incurred by PCI in collecting any past due amounts. *Customer Acceptance Initial:* _____
2. PCI may adjust the annual price of this Agreement periodically during the term of this Agreement (either up or down), and CUSTOMER agrees to pay for this negotiated increase or decrease in scope of services to the main Agreement between the CUSTOMER and PCI, if additional systems and equipment are added or deleted to the scope of this Agreement.
3. Following the initial term of this Agreement as noted on Page 1 of this Agreement and titled, "Period of Agreement", this Agreement will automatically renew for successive one (1) year periods unless canceled prior to the anniversary date with at least a thirty (30) day written notice issued by the CUSTOMER. Agreements that are automatically renewed beyond the initial term may be subject to a minimum price increase based on the published U.S. Department of Labor, Consumer Price Index (CPI) at the time of renewal.
4. CUSTOMER agrees to pay any sales, excise, use or other taxes, now or hereafter levied, which PCI may be required to pay or collect in connection with this Agreement.

TERMINATION

1. CUSTOMER may terminate this Agreement for cause after giving PCI thirty (30) days advance written notice. CUSTOMER is responsible for payment of services provided up to cancellation date.
2. PCI may terminate this Agreement for cause (including, but not limited to, CUSTOMER'S failure to make payments as agreed herein) after giving CUSTOMER thirty (30) days advance written notice.

GENERAL TERMS AND CONDITIONS

1. Assignment and Delegation: CUSTOMER may not assign its rights or delegate its obligations under this Agreement, in whole or in part, without the prior written consent of PCI. PCI may assign its right to receive payment to a third party.
2. CUSTOMER shall be responsible for maintaining all liability and property insurance. No insurer or other third party will have any subrogation rights against PCI.
3. Hazardous Materials: CUSTOMER represents and warrants that, except as otherwise disclosed in this in the areas where PCI will undertake work or provide Services, there are no: (a) materials or substances classified as toxic or hazardous either (i) on or within the walls, floors, ceilings or other structural components or (ii) otherwise located in the work area, including asbestos or presumed asbestos-containing materials, formaldehyde, containers or pipelines containing petroleum products or hazardous substances, etc.; (b) situations subject to special precautions or equipment required by federal, state or local health or safety regulations; or (c) unsafe working conditions.

4. CUSTOMER SHALL INDEMNIFY AND HOLD PCI HARMLESS FROM AND AGAINST ANY AND ALL CLAIMS AND COSTS OF WHATEVER NATURE, INCLUDING BUT NOT LIMITED TO, CONSULTANTS' AND ATTORNEYS' FEES, DAMAGES FOR BODILY INJURY AND PROPERTY DAMAGE, FINES, PENALTIES, CLEANUP COSTS AND COSTS ASSOCIATED WITH DELAY OR WORK STOPPAGE, THAT IN ANY WAY RESULTS FROM OR ARISES UNDER SUCH MATERIALS, SITUATIONS OR CONDITIONS, REGARDLESS OF WHETHER CUSTOMER HAS PRE-NOTIFIED PCI. THIS INDEMNIFICATION SHALL SURVIVE TERMINATION OF THIS AGREEMENT FOR WHATEVER REASON.
5. Warranties and Limitation of Liability: PCI will replace or repair any product PCI provides or CUSTOMER procures under this Agreement that fails within the warranty period (Typically one-year) due to defective workmanship or materials. The failure must not result from CUSTOMER's negligence; or from fire, lightning, water damage, or any other cause beyond PCI control. This warranty applies to PCI fabricated and outside-purchased products. The warranty effective date is the date of CUSTOMER acceptance of the product or the date CUSTOMER begins to receive beneficial use of the product, whichever comes first.
6. THE WARRANTIES SET FORTH HEREIN ARE EXCLUSIVE, AND PCI EXPRESSLY DISCLAIMS ALL OTHER WARRANTIES, WHETHER WRITTEN OR ORAL, IMPLIED OR STATUTORY, INCLUDING BUT NOT LIMITED TO, ANY WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE, WITH RESPECT TO THE SERVICES, EQUIPMENT, AND MATERIALS PROVIDED HEREUNDER. PCI SHALL NOT BE LIABLE FOR ANY SPECIAL, INDIRECT, INCIDENTAL OR CONSEQUENTIAL DAMAGES ARISING FROM, OR RELATING TO, THIS LIMITED WARRANTY OR ITS BREACH.
7. PCI shall not be liable for damages caused by delay or interruption in Services due to fire or flood; corrosive substances in the air or water supply that may enter or otherwise affect sprinkler piping and sprinkler systems including but not limited to biological growth, Calcium Carbonate Deposits and microbiologically influenced corrosion (MIC); strike, lockout, dispute with workmen, inability to obtain material or services, war, acts of God or any other cause beyond PCI reasonable control. Should any part of the system or any Equipment be damaged by fire, water, water leakage, freezing pipes, lightning, acts of God, third parties or any other cause beyond the control of PCI, any repairs or replacement shall be paid for by CUSTOMER.
8. Indemnity and Limitation of Liability: PCI agrees to indemnify and hold CUSTOMER and its agents and employees harmless from all claims for bodily injury and property damages to the extent such claims result from or arise under PCI negligent actions or willful misconduct in its performance of the Services. PROVIDED, THAT NOTHING IN THIS ARTICLE SHALL BE CONSTRUED OR UNDERSTOOD TO ALTER THE LIMITATIONS OF LIABILITY CONTAINED IN THIS ARTICLE OR THE INDEMNIFICATION CONTAINED IN SECTION 4. IN NO EVENT SHALL PCI BE LIABLE FOR ANY SPECIAL, INCIDENTAL, INDIRECT, SPECULATIVE, REMOTE, OR CONSEQUENTIAL DAMAGES ARISING FROM, RELATING TO, OR CONNECTED WITH THE SERVICES, EQUIPMENT, MATERIALS, OR ANY GOODS PROVIDED HEREUNDER. SUCH INDEMNITY OBLIGATION IS VALID ONLY TO THE EXTENT CUSTOMER GIVES PCI REASONABLY PROMPT NOTICE IN WRITING OF ANY SUCH CLAIMS AND PERMITS PCI, THROUGH COUNSEL OF ITS CHOICE, TO ANSWER THE CLAIMS AND DEFEND ANY RELATED SUIT.
9. The parties further agree that PCI is not an insurer; that the Services purchased herein is designed only to reduce the risk of loss; that CUSTOMER chose the level and scope of services being provided by PCI from a variety of service options; that PCI will not be held liable for any loss, in tort or otherwise, which may arise from the failure of the system(s) and/or service(s) or any errors and omissions in the above referenced specifications. The parties further agree that this Agreement shall not confer any rights on the part of any person or entity not a party hereto, whether as a third-party beneficiary or otherwise.
10. BECAUSE IT IS IMPOSSIBLE TO ASSESS ACTUAL DAMAGES ARISING FROM THE FAILURE OF A SYSTEM AND/OR SERVICE PROVIDED UNDER THIS AGREEMENT, THE PARTIES AGREE THAT IF ANY LIABILITY IS IMPOSED ON PCI FOR DAMAGES OR PERSONAL INJURY TO EITHER CUSTOMER OR ANY THIRD PARTY, SUCH LIABILITY SHALL BE LIMITED TO AN AMOUNT NOT TO EXCEED THE AMOUNT OF THE ANNUAL SERVICE CHARGE OF THIS AGREEMENT.

MISCELLANEOUS

1. Extent of Agreement: Except as and to the extent provided in the Contract, this Agreement represents the entire Agreement between CUSTOMER and PCI for the Services described herein and supersedes all prior negotiations, representations or Agreements between the Parties related to the Services described herein.
2. None of the provisions of this Agreement shall be modified, altered, changed or voided by any subsequent document unilaterally issued by CUSTOMER that relates to the subject matter of this Agreement. This Agreement may be amended only by written instrument signed by both Parties.
3. PCI shall not be liable for any delay in producing, delivering, installing, or giving advice and technical assistance for any of the equipment or software covered hereunder if such delay shall be due to one or more of the following causes: fire, strike, lockout, dispute with workmen, flood, lightning, accident, delay in transportation, shortage of fuel, inability to obtain material, war, embargo, demand or requirement of the United States or any governmental or war activity, or any other cause whatsoever beyond the reasonable control of PCI. In addition, PCI shall not be liable for any delays caused by failure of CUSTOMER, or its agent, or any person or entity not a party hereto, to perform any of its obligations in a timely manner.

DISPUTE RESOLUTION

1. This Agreement shall be deemed to be made in Adams County, Nebraska, regardless of the location of any office or representative of CUSTOMER, or the location of the equipment, or the place of signing by any party. This Agreement will be governed by Nebraska law. The venue for any claim arising under this Agreement shall be in Adams County, Nebraska.
2. In the event of a dispute regarding the interpretation or enforcement of this Agreement which results in litigation, the prevailing party shall have its attorney's fees and costs paid by the losing party.



Fire Alarm System Testing & Inspection

Scope – Protex Central will test & inspect the fire alarm system components listed on the attached Equipment List.

Each call will be scheduled with a service report detailing the tasks to perform and any special tools and instrumentation required to properly maintain the system(s). Upon completion of each service call, a summary of the tasks completed will be provided to the CUSTOMER.

Testing Frequency – PCI will perform two tests during a 12 month period: 100% test per year on automatic initiating devices (heat, smoke, duct smoke, manual pull stations and beam/optical smoke detectors & sensors, etc...) and 100% functional test(s) of NFPA 72 required battery load and notification appliances excluding a Decibel level test shall be completed during the 12 month period. Fire Protection/Sprinkler System Initiating Devices that are connected and supervised by the Fire Alarm system will be tested electrically. All testing will be completed in accordance with the most recent edition of NFPA 72 – National Fire Alarm Code. Please refer to Special Provisions for any additional testing and inspections to be performed under this Agreement.

Inspection Reports – PCI will furnish a report certifying that tests have been completed and document any deficiencies found which may require corrective action.

Hardware Support – Components and parts on the Equipment List that have been found to be defective or have failed will be identified following each test or inspection. If the component or part is covered under a current PCI or factory warranty, said part or component will be replaced at no charge to CUSTOMER including labor during normal business hours. If component or part is found not to be covered under a current PCI or factory warranty, an estimate will be prepared and submitted for approval on a reimbursable basis and repair authorization shall be issued in writing to PCI by an authorized representative of the CUSTOMER before proceeding with the work.

Replaced components will be new and of compatible design as required to maintain CUSTOMER's system in compliance with appropriate Listing Agencies and/or Local Authorities Having Jurisdiction. At PCI's sole discretion, marginal components may also be repaired or replaced. These replacements will be based upon commercial availability of parts and/or components. All exchanged parts shall become the property of PCI.



Equipment List

Scottsbluff City Hall – Fire Alarm Inspection

QTY	Description	Model Number	Location
3	Pull Station		
	Remote Annunciator		
2	Heat Detector		
14	Smoke Detector		
	Duct Detector		
	Flow Switch		
	Pressure Switch		
	Tamper Switch		
5	Audibles		
10	Visuals		
	Door Holders		
	Fan Relays		
	Smoke Damper Relays		
	Power Supplies		
1	Main Panel Check with 100% Inspection (Once Yearly)		
1	Main Panel Visual Check (Once Yearly)		



Portable Fire Extinguishers

Scope – Protex Central will test & inspect the portable fire extinguishers at the facility listed.

Testing Frequency – PCI will perform **One (1)** 100% test(s) per year.

- Check that extinguishers are in their designated place
- Check for obstructions, access, and visibility
- Check that operating instructions on the nameplates are legible and facing outward
- Determine fullness of each extinguisher by weighing or hefting
- Examine for obvious physical damage, missing parts, corrosion, leakage, or clogged nozzles
- Check pressure gauge or indicator read in the operable range position
- Check condition of hose and nozzle (and tires for wheel units)
- Make sure the HMIS label is in place
- Tag each unit to insure that it conforms to fire department regulations

Inspection Reports – PCI will furnish a written report certifying that such tests and inspections have been completed documenting any deficiencies found which may require corrective action.

For any equipment requiring repair or replacement that is not covered as indicated above, an estimate will be prepared and submitted for approval on a reimbursable basis and repair authorization shall be issued in writing to PTC by an authorized representative of the CUSTOMER before proceeding with the work.

Note: If services, including the 6-year maintenance and hydro testing of pressurized dry chemical extinguishers, hydro testing of CO2 extinguishers, hose continuity test, inspection of cartridge type extinguishers, wheeled units, or if parts or refills are needed, additional charges will be incurred. Units requiring these services CANNOT be tagged at the time of the test and inspection unless the service is provided at that time; PCI will automatically provide service unless notified prior to inspection.

City of Scottsbluff, Nebraska

Monday, June 15, 2015

Regular Meeting

Item Reports3

Council to authorize the Mayor to sign a letter of notice to Baker and Associates regarding the Avenue I project.

Staff Contact: Nathan Johnson, Assistant City Manager



June 11, 2015

Jack Baker
Baker & Associates, Inc.
120 East 16th Street, Suite A
Scottsbluff, NE 69361

RE: City of Scottsbluff / Avenue I Project

Dear Mr. Baker:

I am sending this letter on behalf of the City of Scottsbluff, Nebraska ("City") and the City's concern about the status of the Avenue I Project ("Project"). The City is quite anxious to have the Project completed. This letter is sent as a notification to you, as engineer on behalf of the City, to take the steps necessary to complete the Project.

According to the Agreement for Professional Services between the City and your company, the services of the engineer were to be completed within a reasonable time. It has now been over 14 months since this Project has commenced and the Project is still not completed. As engineer, your company undertook to complete the Project and provide engineering services for the City in a timely manner and within a reasonable time. The City now has great concerns with the length of this Project and states that a reasonable time has long passed.

As of the date of this letter, there are still outstanding matters to complete. Those matters include taping required to be placed on Avenue I as well as a walk through and assistance with the paper work to complete so the Project may be referred to audit. The delay in completing this Project may, and probably has, put at risk the funds allocated for the Project and if there is any reimbursement due on behalf of the City, the City will look to Baker & Associates for indemnification of those funds.

The City requires you to set a schedule outlining when the City can expect to see completion of the outstanding matters on the Project. The schedule must set forth when the Project will be completed once and for all.

Please contact either myself or public works director, Mark Bohl. If you feel a written response is necessary, please send to the City Hall address set forth on this letterhead. Thank you for your prompt attention to this matter.

Sincerely,

Randy Meininger, Mayor
City of Scottsbluff

City of Scottsbluff, Nebraska

Monday, June 15, 2015

Regular Meeting

Item Resolut.1

Council to consider an Ordinance appointing the Planning Commission Members to also serve as the Fair Housing Commission.

Staff Contact: Nathan Johnson, Assistant City Manager

ORDINANCE NO. _____

AN ORDINANCE OF THE CITY OF SCOTTSBLUFF, NEBRASKA AMENDING THE MUNICIPAL CODE AT CHAPTER 6, ARTICLE 2, SECTION 101 DEALING WITH THE ESTABLISHMENT, MEMBERSHIP, AND TERMS OF THE FAIR HOUSING COMMISSION OF THE CITY OF SCOTTSBLUFF, NEBRASKA; REPEALING THE MUNICIPAL CODE AT CHAPTER 6, ARTICLE 2, SECTION 102 DEALING WITH DUTIES OF THE FAIR HOUSING COMMISSION OF THE CITY OF SCOTTSBLUFF, NEBRASKA; AMENDING THE MUNICIPAL CODE AT CHAPTER 6, ARTICLE 2, SECTION 116 DEALING WITH THE ESTABLISHMENT AND DUTIES OF THE PLANNING COMMISSION OF THE CITY OF SCOTTSBLUFF, NEBRASKA; REPEALING PRIOR SECTIONS INCONSISTENT WITH THIS ORDINANCE; PROVIDING FOR AN EFFECTIVE DATE.

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

Section 1. Section 6-2-101 of the Scottsbluff Municipal Code is amended to provide as follows:

“6-2-101. Fair Housing Commission; established.

There is hereby established the Fair Housing Commission. The Planning Commission of the City shall serve and act as the Fair Housing Commission when necessary to perform and carry out all duties and responsibilities of the Fair Housing Commission under the Municipal Code.”

Section 2: Section 6-2-102 of the Scottsbluff Municipal Code is hereby repealed.

Section 3. Section 6-2-116 of the Scottsbluff Municipal Code is amended to provide as follows:

“6-2-116. Planning Commission; established.

There is hereby established a Planning Commission of the City as authorized by the statute of Nebraska. The Planning Commission shall include one alternate member. The number of member, the manner of their appointment, the period of office, and the powers of the alternate member shall be prescribed by Nebraska law. The Planning Commission shall perform the duties prescribed by Nebraska law, and shall serve and act as the Fair Housing Commission of the City when necessary to perform and carry out all duties and responsibilities of the Fair Housing Commission under the Municipal Code.”

Section 4. All ordinances or parts of ordinances passed and approved prior to passage, approval and publication of this Ordinance in conflict herewith are now repealed.

Section 5: This Ordinance shall be effective on its passage and approval, and publication as provided by law.

PASSED AND APPROVED on _____, 2015

Mayor

ATTEST:

City Clerk (Seal)

**Planning Commission Minutes
Regular Scheduled Meeting
June 8, 2015
Scottsbluff, Nebraska**

The Planning Commission of the City of Scottsbluff, Nebraska met in a regular scheduled meeting on Monday, June 8, 2015, 6:00 p.m. in the City Hall Council Chambers, 2525 Circle Drive, Scottsbluff, Nebraska. A notice of the meeting had been published in the Star-Herald, a newspaper of general circulation in the City, on May 29, 2015. The notice stated the date, hour and place of the meeting, that the meeting would be open to the public, that anyone with a disability desiring reasonable accommodation to attend the Planning Commission meeting should contact the Development Services Department, and that an agenda of the meeting kept continuously current was available for public inspection at Development Services Department office; provided, the City Planning Commission could modify the agenda at the meeting if the business was determined that an emergency so required. A similar notice, together with a copy of the agenda, also had been delivered to each Planning Commission member. An agenda kept continuously current was available for public inspection at the office of the Development Services Department at all times from publication to the time of the meeting.

ITEM 1: Chairman, Becky Estrada called the meeting to order. Roll call consisted of the following members: Angie Aguallo, Anita Chadwick, Mark Westphal, Callan Wayman, David Gompert, Henry Huber, and Becky Estrada. Absent: Jim Zitterkopf, and Dana Weber. City officials present: Annie Urdiales, Planning Administrator, Annie Folck, City Planner, and Gary Batt, Code Administrator II.

NOTE: Jim Zitterkopf and Dana Weber came in at 6:02 p.m., shortly after Roll Call.

ITEM 2: Chairman Estrada informed all those present of the Nebraska Open Meetings Act and that a copy of such is posted on bookcase in the back area of the City Council Chamber, for those interested parties.

ITEM 3: Acknowledgment of any changes in the agenda: None.

ITEM 4: Business not on agenda: None

ITEM 5: Citizens with items not scheduled on regular agenda: None

ITEM 6: The minutes of May 11, 2015 were reviewed and approved. A motion was made to accept the minutes by Wayman, and seconded by Zitterkopf. "YEAS": Zitterkopf, Westphal, Wayman, Huber, Gompert, Aguallo, and Estrada. "NAYS": None. ABSTAIN: Chadwick and Weber. ABSENT: None. Motion carried.

ITEM 7A: The Planning Commission opened a public hearing for a Redevelopment Plan. The plan is for Elite Health Redevelopment, Justin and Sami Webb, property owners, are proposing to develop a Medical Health Building which will be situated on the southeast corner of 42nd Street and Avenue I. This Redevelopment Plan covers approximately 281,684 square feet and is within a recently approved blighted and substandard area. The use of this site will go from existing agricultural to commercial. The major estimated improvements are as follows:

Site Acquisition	\$ 786,028.00	Site Preparation	250,000.00
Infrastructure & Utilities	268,733.00	Planning/design	450,000.00
Legal	30,000.00		
<u>Total Cost \$1,784,761.00</u>			

Mike Bacon, representing Property Owners, Jason & Sami Webb, addressed the planning Commission. The building will have two floors and used for health related businesses, access onto the property will be off of 42nd Street. The zoning and type of development is consistent with the City's comprehensive development plan. TIF funds will be used; this is a \$14,000,000 investment. The private investment is

significantly higher than usual. Bacon stated that typically there is about \$4-5 of private investment to every \$1 of TIF funds, while on this project the ratio is closer to \$7 of private investment to every \$1 of TIF funds.

Conclusion: A motion was made by Zitterkopf and seconded by Westphal to make a positive recommendation to City Council for the Redevelopment Plan of Elite Health. **"YEAS":** Aguillo, Zitterkopf, Westphal, Chadwick, Gompert, Huber, Weber, Wayman, and Estrada. **"NAYS":** None. **ABSTAIN:** None. **ABSENT:** None. Motion carried.

ITEM 7B: The Planning Commission opened a public hearing to discuss proposed ordinance addition to Chapter 22, Article 6: Parking. Nathan Johnson, Assistant City Manager, had a request from a property owner asking if the City would look into amending or adding an ordinance regarding residential parking. Her concern in particular was residential parking in front lawns, which can cause damage to the property and can also be unsightly.

Staff researched what other Cities have in place for residential parking and put together a draft ordinance. The ordinance would be placed in Chapter 22 Traffic, which is taken care and enforced by the Police Department. This ordinance is brought before the Planning Commission for review and input. We do have off street parking ordinances and nuisance ordinances in place but nothing that covers this problem in particular. This if the first complaint we've had on this type of situation and in checking other areas of the City, vehicles parked in front yards are usually on concrete driveways. Widening the driveway in this particular situation could solve this problem. The Police chief believes that there could be some difficulty in enforcing the ordinance. The Police Department can issue a citation, the fine would be anywhere from \$25 to \$200. These fines are not collected by the City but go to the School district, so any fines collected would not help pay for staff time. The ordinance if adopted would have to be initiated by the Police Department with final approval by City Council. Commissioner Weber stated that he has experienced this problem himself on one of his rental properties, but that he was able to resolve the problem himself without bring the police into it. The Planning Commission agreed that this type of issue can be a problem but adding language to the ordinance will not alleviate the problem, the Police department is busy enough and the complaint(s) could be handled by notifying property owner and hope for a mutual solution that works for both the City and Property owner.

Conclusion: A motion was made by Gompert and seconded by Westphal to not pursue the ordinance regarding residential parking on front lawns. **"YEAS":** Huber, Zitterkopf, Aguillo, Wayman, Weber, Chadwick, Gompert, Huber, and Estrada. **"NAYS":** None. **ABSTAIN:** None. **ABSENT:** None. Motion carried.

ITEM 7C. The Planning Commission opened a public hearing for a proposed rezone request from applicant(s), Ramsey Trust, represented by Jane Moran. The request is to rezone part of property described as the East ½ of the SW ¼ of Section 15 T22N R55W of the 6th P.M., unplatted lands situated in the NE ¼ off SW ¼ of Section 15, (17.11 acres) Scotts Bluff County, (Lying north of City Route and Highway 26). The south line of this property is currently zoned C-3 Heavy Commercial and the north is zoned A- agricultural. The request is zoning is to allow for subdivision and individual sale of the parcels. The property will be surveyed, subdivided, and presented at the July Planning Commission meeting.

This property is located in our extra territorial jurisdiction. Surrounding properties are C-3 Heavy Commercial to the west and both C-3 Heavy Commercial and A- agricultural to the east. Property to the north of New Highway 26 is mostly Agricultural with a small portion Heavy Commercial. South of City Route (old Hwy 26) the majority is Agricultural.

The Planning Commission asked if the C-3 Heavy Commercial zone would affect the view of the City as people approach City Limits from the West. This area is located in our Gateway Greenway Overlay zone and extra landscaping would be required as a buffer along the highway along with the requirements in the commercial zone. The Comprehensive Development Map for future land use shows this area as an employment center area for commercial business use which is comparable with the C-3 Heavy Commercial.

Conclusion: A motion was made by Wayman and seconded by Gompert to approve the rezone request for rezone part of property described as the East ½ of the SW ¼ of Section 15, T22N, R55W of the 6th P.M., (17.11 acres unplatted lands situated in the NE ¼ off SW ¼ of Section 15, Scotts Bluff County, Lying north of City Route and Highway 26) (proposed Block 2, Block 3 Whistle Creek Subdivision and unplatted lands. **"YEAS":** Aguillo, Zitterkopf, Chadwick, Weber, Westphal, Gompert, Huber, Wayman, and Estrada. **"NAYS":** None. **ABSTAIN:** None. **ABSENT:** None. Motion carried

ITEM 7D: The Planning Commission opened a public hearing for a proposed ordinance amendments to the municipal code at Chapter 6, Article 2, section 101 dealing with the membership and terms of the Fair Housing Commission, section 102 dealing with the duties of the Fair Housing Commission, and section 16 dealing with establishment and duties of the Planning Commission.

City Council asked if the Planning Commission would consider taking on the additional role of the Fair Housing Commission. This Board was previously served by the Community Development Advisory Board; since the City stopped working with Community Development Block grants the Advisory board was no longer needed. The Fair Housing Commission is still something the City wants to have in place in case something was to come up regarding fair housing within Scottsbluff. Looking back at the history of this board they have never had to meet and we have had few complaints. The City still wants to have someone representing this Board and Council asked if maybe the Planning Commission would take on the duties of the Fair Housing Commission. The Planning Commission reviews building and zoning codes; the Fair Housing is under our Building and Construction Codes Chapter 4, Article 7 of our Municipal Code. The Planning Commission Board members are willing to take on this additional roll as the Fair Housing Commission, they did ask for some educational training in this roll at a future Planning Commission meeting.

Conclusion: A motion was made by Weber and seconded by Huber that the Planning Commission approve the ordinance amendments and take on the role of the Fair Housing Commission with the condition that they receive educational training at a future meeting. **"YEAS":** Aguillo, Zitterkopf, Westphal, Gompert, Huber, Wayman, Chadwick, Weber, and Estrada. **"NAYS":** None. **ABSTAIN:** None. **ABSENT:** None. Motion carried

ITEM 7E: The Planning Commission viewed a power point presentation regarding the Comprehensive Development Plan. Daniel Bennett, Regional Planner with Panhandle Area Development, presented the power point regarding Demographics and trends within the area. A paper copy of the power point is attached to the minutes. Mr. Bennett answered a few questions from the Planning Commission and will forward these updates to the Board for further review and comments.

ITEM 8. Unfinished Business: None.

There being no further business, a motion to adjourn was made by Westphal and seconded by Chadwick. The meeting was adjourned at 7.05 p.m. **"YEAS":** Gompert, Wayman, Westphal, Aguillo, Zitterkopf, Chadwick, Weber, Huber, and Estrada. **"NAYS":** None. **ABSTAIN:** None. **ABSENT:** None Motion carried.

Becky Estrada, Chairperson

Attest: _____
Annie Urdiales

City of Scottsbluff, Nebraska

Monday, June 15, 2015

Regular Meeting

Item Exec1

Council reserves the right to enter into closed session if deemed necessary if the item is on the agenda.

Staff Contact: City Council