



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

Regular Meeting
April 4, 2022
6:00 PM

1. **Roll Call**
2. **Pledge of Allegiance.**
3. **For public information, a copy of the Nebraska Open Meetings Act is available for review.**
4. **Notice of changes in the agenda by the city clerk** (Additions may not be made to this agenda less than 24 hours before the beginning of the meeting unless added under Item 5 of this agenda.)
5. **Citizens with business not scheduled on the agenda** (As required by state law, no matter may be considered under this item unless council determines that the matter requires emergency action.)
6. **Closed Session**
 - a) Council reserves the right to enter into closed session if deemed necessary if the item is on the agenda as per Section 84-1410 of the Nebraska Revised Statutes.
7. **Scottsbluff Youth Council**
 - a) (informational only):
8. **Consent Calendar: (Items in the consent calendar are proposed for adoption by one action for all items unless any member of the council requests that an item be considered separately.)**
 - a) Council to approve the minutes of the March 21, 2022 Regular Meeting.
 - b) Council to approve the bid specifications for a Recycled Materials Hauler and authorize the City Clerk to advertise for bids to be received by April 27th at 1:00 p.m.
 - c) Council to excuse the absence of Council Member Scanlan from the March 21, 2022 Regular Meeting.
 - d) Council to excuse the absence of Council Member Lerma from the March 21, 2022 Regular Meeting.
 - e) Council to consider and take action on claims of the City.
9. **Petitions, Communications, Public Input:**
 - a) Council to recognize Jana Bode on her retirement as the Human Resources Director of the City of Scottsbluff.
 - b) Council to recognize Chris Burbach and Kim Wright for receiving their Certified Municipal Clerk designations.

- c) Council to discuss and consider action on a Community Festival Permit for the Downtown Scottsbluff Association at the 18th Street Plaza, including vendors, street closure, and noise permit for the Cinco de Mayo Celebration on May 5th from 5:00-9:00 p.m.
 - d) Council to discuss and consider action on a Special Designated Liquor License for BDS3C d/b/a Flyover Brewing Company to serve beer at the Cinco de Mayo Celebration at the 18th Street Plaza on May 5th from 4:00-10:00 p.m.
 - e) Council to discuss and consider action on a Special Designated Liquor License for P.R.E.S. Inc., d/b/a Rosita's Restaurant to serve beer and distilled spirits at the Cinco de Mayo Celebration at the 18th Street Plaza on May 5th from 5:00-9:00 p.m.
 - f) Council to discuss and consider action on a Special Designated Liquor License for Marez, LLC d/b/a Oasis Nightclub to serve beer, wine, & distilled spirits at the Cinco de Mayo Celebration at 1722 Broadway on May 5th from 4:00-10:00 p.m.
 - g) Council to discuss and consider action on eight Special Designated Liquor Licenses for BDS3C d/b/a Flyover Brewing Company to serve beer at the Bands on Broadway summer event at the 18th Street Plaza on June 9th, 16th, 23rd, 30th, July 7th, 14th, 21st, & 28th; 5:00-10:00 p.m.
 - h) Council to discuss and consider action on a Special Designated Liquor License for BDS3C d/b/a Flyover Brewing Company to serve beer at the Robidoux Rendezvous Bike Race Check In at the 18th Street Plaza on June 24th from 8:00 a.m. to 10:00 p.m.
 - i) Council to discuss and consider action on a request for a sponsorship commitment from Scottsbluff-Gering Boys State Golf Championships Host Committee for the Class B Boys State Golf Championships held in Scottsbluff/Gering.
 - j) Council to receive a presentation from Karla Niedan-Streeks regarding the 2022 Destination Western Nebraska Travel Guide and the marketing efforts of Western Nebraska Tourism Coalition.
10. **Subdivisions & Public Improvements:**
- a) Council to discuss and consider action on an application for the creation of an Agricultural Estate Dwelling Site from Jeff Kilthau, President of LRK Farms, Inc. for property located at 90880 CR 20, Scottsbluff, NE and authorize the Mayor to sign the Certificate.
 - b) Council to discuss and consider action on Preliminary and Final Plats for Platte River Subdivision located at 514 Broadway, Scottsbluff, NE and authorize the Mayor to sign the Resolution.
11. **Resolution & Ordinances:**
- a) Council to consider and approve the amended Pay Resolution and authorize the Mayor to sign the Resolution.
 - b) Council to consider the third reading of the Ordinance regarding the Rezone of Block 7 of the Five Oaks Subdivision from Agricultural to R-4 Heavy Density Multiple Family.

- c) Council to consider the third reading of the Ordinance repealing the GG-O Gateway Green Overlay Requirements and amending the landscaping provisions beginning in Chapter 25 Article 22 Section 1, incorporating prior GG-O Gateway Green Overlay Requirements into the landscaping sections.
- 12. **Bids & Awards:**
 - a) Council to discuss and consider action on awarding the bid for One, New, Tractor with Loader Attachment for the Parks Department to Titan Machinery in the amount of \$29,900 after trade.
- 13. **Reports from Staff, Boards & Commissions:**
 - a) Council to discuss and consider action on the Non-Exclusive License and Management Agreement for the Use of Municipal Property for Softball League between the City and Christopher R. Guzman and authorize the Mayor to sign the Agreement.
 - b) Council to discuss and consider action on the Termination of Inter-Local Agreement and Assignment of Interest in Tourist Information Booth with Scotts Bluff County and authorize the Mayor to sign the Agreement.
- 14. **Council reports** (informational only): This item is intended for Council Members to update and inform other Council Members of meetings attended since the last City Council meeting.
- 15. **Adjournment.**

City of Scottsbluff, Nebraska

Monday, April 4, 2022

Regular Meeting

Item Closed1

Council reserves the right to enter into closed session if deemed necessary if the item is on the agenda as per Section 84-1410 of the Nebraska Revised Statutes.

Staff Contact:

City of Scottsbluff, Nebraska

Monday, April 4, 2022

Regular Meeting

Item Youth Cou 1

(informational only):

Staff Contact:

City of Scottsbluff, Nebraska

Monday, April 4, 2022

Regular Meeting

Item Consent1

Council to approve the minutes of the March 21, 2022 Regular Meeting.

Staff Contact: City Council

The Scottsbluff City Council met in a regular meeting on March 21, 2022 at 6:00 p.m. in the Council Chambers of City Hall, 2525 Circle Drive, Scottsbluff. A notice of the meeting had been published on March 18, 2022, in the Star Herald, a newspaper published and of general circulation in the City. The notice stated the date, hour and place of the meeting; that the meeting would be open to the public, that anyone with a disability desiring reasonable accommodations to attend the Council meeting should contact the City Clerk's Office, and that an agenda of the meeting kept continuously current was available for public inspection at the office of the City Clerk in City Hall; provided, the City Council could modify the agenda at the meeting if it determined that an emergency so required. A similar notice had been emailed to each council member, made available to radio stations KNEB, KMOR, KOAQ, and television stations KSTF and NBC Nebraska, and the Star Herald. The notice was also available on the city's website on March 17, 2022. Mayor McKerrigan presided and City Clerk Wright recorded the proceedings. The meeting was called to order and the Pledge of Allegiance was recited. Mayor McKerrigan welcomed everyone and informed those in attendance that a copy of the Nebraska Open Meetings Act is posted in the back of the room on the west wall for the public's review. The following Council Members were present: Jeanne McKerrigan, Nathan Green, and Jordan Colwell. Also present were City Attorney Kent Hadenfeldt and Interim City Managers Elizabeth Loutzenhiser and Kevin Spencer. Absent: Angela Scanlan and Selina Lerma. Mayor McKerrigan asked if there were any changes to the agenda. There was none. Mayor McKerrigan then asked if any citizens with business not scheduled on the agenda wished to include an item providing the City Council determines the item requires emergency action. There was none. Ms. Elizabeth Roberts approached Council to give an update on Youth Council. Ms. Roberts informed of various happenings at the high school including winter activities, spring sports, ACT, and Prom.

Moved by Council Member Colwell, seconded by Council Member Green,

- a) The minutes of the March 7, 2022 Regular Meeting be approved, "YEAS," Colwell, Green, and McKerrigan. "NAYS," None. Absent: Scanlan and Lerma.

Moved by Council Member Colwell, seconded by Council Member Green, that the following claims, be approved and paid as provided by law out of the respective funds designated in the list of claims dated March 21, 2022, as on file with the City Clerk and submitted to the City Council, "YEAS," Green, McKerrigan, and Colwell. "NAYS," None. Absent: Scanlan and Lerma.

CLAIMS

3M COMPANY,PAVEMENT MARKING TAPE,17460.77;ACCELERATED RECEIVABLES SOLUTIONS,WAGE ATTACHMENT,-277.71; AGUALLO PAUL SR,DEPT SUPPLIES,2000; AIRGASUSA, LLC,DEPT SUPPLIES,67.64;ALLO COMMUNICATIONS,LLC,LOCAL TELEPHONE CHARGES,4064.53; ARMANDO & MARIA AGUILERA,FACADE GRANT,4300; ATLAS COPCO COMPRESSORS,LLC,EQUIPMAINT,8540;AUTOZONESTORES,INC,SUPPOILABSORBANT,330.04;AXON ENTERPRISE INC,EQUIP MAINT-PD,340.92; BLR C/O SIMPLIFY COMPLIANCE,FAIR LABOR STANDARDS HANDBOOK,536.99; BLUFFS FACILITY SOLUTIONS,NITRILE GLOVES - LARGE AND X-LARGE,594.64;CAPITAL BUSINESS SYSTEMS INC.,EQUIP MAINT ADM,52.21; CELLCO PARTNERSHIP,IPADS, TABLETS, CELLPHONE, GRIDSMART,1102.76; CEM SALES & SERVICE,BLDG MAINT REC,2248.85;CITY OF GERING,DISPOSAL FEES,36788.26;CITY OF

SCB,POSTAGE/DEPT SUPPL-PD,96.45;COLONIAL LIFE & ACCIDENT INSURANCE COMPANY,SUPPLEMENTAL LIFE INS,22.75; COMPUTER CONNECTION INC,CONTRACTUAL-PD,44;CONTRACTORS MATERIALS INC.,DEPT SUPP PARK,116.37;CORNHUSKER MARRIOTT HOTEL,SCHOOLS & CONF-PD,110; CREDIT BUREAU OF COUNCIL BLUFFS,FEE - FEB. 2022,50;CROELL INC,BUILDING MTNC,2445;CURTIS ROSSMAN,RE-IMBURSEMENT FOR CDL,59.5;DALE'S TIRE & RETREADING, INC.,EQUIP MAINT,51.36;DK BUSKIRK & SONS,EQUIP. MAIN.,194.98; DUANE E. WOHLERS,DISPOSAL FEES,800;DUNCAN FLOYD,BLDG. MAIN.,195;EAKES INC,DEP. SUP.,136.86; ELLIOTT EQUIPMENT COMPANY INC.,DEPT SUPPLIES,11795; ENERGY LABORATORIES, INC DEPT 6250,SAMPLES,186; FEDERAL EXPRESS CORPORATION,POSTAGE,200.66;FLOYD'S TRUCK CENTER SCOTTSBLUFF,EQUIPMENT,169121.8;FRANCISCO'S BUMPER TO BUMPER INC,TOW SERVICE-PD,450;GERING MULITPURPOSE SENIOR CENTER,CONTRACTUAL,6000; GRAY TELEVISION GROUP INC,CONTRACTUAL SVC,2094.99;IDEAL LAUNDRY AND CLEANERS, INC.,DEPT SUPPLIES,564.66; INDEPENDENT PLUMBING AND HEATING, INC,GROUND MAINT PARK,313.62; INGRAM LIBRARY SERVICES INC,COLL.,134.14; INLAND TRUCK PARTS & SERVICE,COOLANT LEAK REPAIR - ENGINE 1,3166.14; INTERNAL REVENUE SERVICE,WITHHOLDINGS,66333.6;INTERSTATE INDUSTRIAL SERVICE,CONTRACTUAL SVC,137.65;INTRALINKS, INC,136 INTRALINKS ANTIVIRUS SERVICE,4892;J G ELLIOTT CO.INC.,CITY MANAGER BOND - K. SPENCER,20; KEARNEY HOSPITALITY INC,SCHOOLS & CONF-PD,239.9;KNOW HOW LLC,VEHICLE MAINT,3369.34;LEE BHM CORP,LEGAL PUBLISHING,1785.67; LEXISNEXIS RISK DATA MANAGEMENT,CONSULTING-PD,100; LOCKMAN STEPHEN,LEGAL FEES-PD,23.51;M.C. SCHAFF & ASSOCIATES, INC,DEPT CNTRCL SRVCS,950;MACQUEEN EQUIPMENT INC,PARTS FOR SWEEPERS - GRAB HANDLES,177.4;MATHESON TRI-GAS INC,EQUIP MAINT PARK,8.8;MENARDS, INC,DEPT SUPP PARK,1542.53;MIDWEST CONNECT, LLC,UB PROCESSING - FEBRUARY 2022,2067.7; MTL COMMODITY CORPORATION,TIF MTL COMM. LAUNDROMAT 1/31/22,-33.59; MUNIMETRIX SYSTEMS CORP,IMAGESILO - FEBRUARY 2022,39.99; NE CHILD SUPPORT PAYMENTCENTER,NECHILDSUPPORTPYBLE,1315.1;NE DEPT OF REVENUE,TAXES,17061.97; NE LIBRARY COMMISSION,CONT. SRVCS.,750;NE PLANNING & ZONING,NPZA SPRING WORKSHOP,40;NEBRASKA FIRE CHIEFS' ASSOCIATION,ANNUAL MEMBERSHIP DUES AND NFPA SUBSCRIPTION,501;NEBRASKA MACHINERY CO,CUTTING EDGES FOR PLOWS,1150.48; NEBRASKA PUBLIC POWER DISTRICT,ELECTRIC,41916.23;NEBRASKA RURAL RADIO ASSOCIATION,CONTRACTUAL SVC,310;NEBRASKA SAFETY & FIRE EQUIPEMENT INC.,CONTRACTUAL SERVICES,475;NEBRASKA SALT AND GRAIN CO,1 LOADICESLICER,8730.27;NEBRASKALANDTIRE,INC,VEHICLEMAINT,990.25;NETWORKFLEET,INC,VEHICLE MTNC,355.39;NORTHWEST PIPE FITTINGS, INC. OF SCOTTSBLUFF,GROUND MAINT PARK,27.45; OCLC ONLINE COMPUTER LIBRARY CENTER, INC,CONT. SRVCS.,385.72; OMAHA WORLD- HERALD COMPANY,CONTRACTUAL SVC,4600; OREGON TRAIL PLUMBING, HEATING & COOLING INC,BLDG MAINT ADM,123;ORIGINAL EQUIPMENT CORPORATION,EQUIP MAINT PARK,1884.24;PANHANDLE COOPERATIVE ASSOCIATION,FUEL,3593.84;PANHANDLE ENVIRONMENTAL SERVICES INC,SAMPLES,75; PAUL REED CONSTRUCTION & SUPPLY, INC,GROUND MAINT PARK,319.5;PLATTE VALLEY BANK,HEALTH SAVINGS ACCOUNT,10222.58;POWERPLAN,EQUIP MAINT,707.7; REGIONAL CARE INC,CLAIMS,20324.67; REGISTER OF DEEDS,LEGAL,94;RHODE ISLAND NOVELTY, INC,PRGRMG.,19.39; RUSSEL'S AUTOMOTIVE,VEH MAINT-PD,3377.25; S M E C,EMPLOYEE

DEDUCTION,184.77; SANDBERG IMPLEMENT, INC,EQUIP MAINT PARK,2602.82;SCB FIREFIGHTERS UNION LOCAL 1454,FIRE EE DUES,300; SCB IBEW 1597 UNION DUES,SCB IBEW 1597 UNION DUES,443.61;SCHWARTZKOPF MICKIE,LEGAL FEES-PD,20; SCOTTIES POTTIES INC,CONTRACTUAL,475; SCOTTS BLUFF COUNTY COURT,LEGAL FEES-PD,234.75; SCOTTSBLUFF POLICE OFFICERS ASSOCIATION,POLICE EE DUES,975;SHERIFF'S OFFICE,LEGAL FEES-PD,466.44;SHERWIN WILLIAMS,GROUND MAINT PARK,42.71; SIMMONS OLSEN LAW FIRM, P.C.,CONTRACTUAL SERVICES,12553.79;SIMON CONTRACTORS,CONCRETE FOR STREET REPAIR,126;SOUNDSLEEPER SECURITY INC.,CONTRACTUAL-PD,14.95;SPENCER, KEVIN,SCHOOLS & CONF-PD,36;TIMOTHY MENDEZ,EQUIPMENT RENTAL,100;TWIN CITY AUTO, INC,CUTTING EDGES FOR PLOWS,460;UNION BANK & TRUST,RETIREMENT,41863.42;W & R INC,ELECTRICAL MAINT,335.97;WEST NEBRASKA ARTS CENTER,FY21-22 FUNDING REQUEST,8000; WESTERN COOPERATIVE COMPANY,VEHICLE MTNC,820.64;WESTERN PATHOLOGY CONSULTANTS, INC,DOT TESTING - OCT. 2021,533.75;WESTERN TRAVEL TERMINAL, LLC,VEH MAINT-PD,374;WEX BANK,GASOLINE & OTHER FUELS,18584.99;WYOMING CHILD SUPPORT ENFORCEMENT,CHILD SUPPORT,738.08;

Ms. Loutzenhiser presented the February 2022 Financial Report. She pointed out that cash outflow for the year looks like big numbers; the reality is all is scheduled and has a net outflow for the year. She further explained cash balances and that we are building up quite a bit of cash currently because we have not been expending money for capital yet, but that should go down before the end of this budget year. She added we are also right on track with tax revenues, charges for services and enterprise funds. She informed there is an overage in capital outlay for transportation, but that is due to the Avenue 'B' project being budgeted and not completed in the last fiscal year. This will require a budget amendment, but it will only be for the streets fund and that project. We are also approaching the six month point and will start working on budgets and six month projections for the end of this fiscal year.

Mayor McKerrigan moved, seconded by Council Member Colwell to accept the February 2022 Financial Report, "YEAS," McKerrigan, Colwell, and Green. "NAYS," None. Absent: Scanlan and Lerma.

Mr. Zach Glaubius, Planning Administrator, approached Council regarding Political Sign Regulations within the City. Mr. Glaubius explained he was approached to give a review of political sign regulations, stating they are found in Chapter 25 Article 6 of the City Code. He informed Council one of the the main items to review include location, stating signs can be placed on private property with the consent of the property owner. They cannot be put in any right of way on a public street or ally or on any government property, however. They also cannot be located in the sight distance triangle on street corners and cannot obstruct motorist or pedestrian vision or neighboring signs on adjoining properties. Signs cannot be larger than eight square feet or exceed four feet in in height in the Residential, Agricultural, O&P and PBC Zoning areas.

Legal Counsel Hadenfeldt commented on time limits for signs stating the durational limits pre-event were struck down in the 8th Circuit recently, however there is a split in authority on post event. He added we will need to look at all of our temporary signage regulations so that it is not content based; commenting the 45 days pre-event is not enforceable.

Council introduced the Ordinance regarding the Rezone of Block 7 of the Five Oaks Subdivision from Agricultural to R-4 Heavy Density Multiple Family and was read by title on second reading: **AN ORDINANCE DEALING WITH ZONING, AMENDING SECTION 25-1-4 BY UPDATING THE**

OFFICIAL ZONING DISTRICT MAP TO SHOW THAT LOTS 1 AND 2, BLOCK 7, FIVE OAKS SUBDIVISION, TO THE CITY OF SCOTTSBLUFF, SCOTTS BLUFF COUNTY, NEBRASKA CURRENTLY ZONED AS AGRICULTURAL (A), WILL NOW BE INCLUDED IN HEAVY DENSITY MULTIPLE FAMILY (R-4), REPEALING PRIOR SECTION 25-1-4, PROVIDING FOR AN EFFECTIVE DATE AND PROVIDING FOR PUBLICATION IN PAMPHLET FORM.

Council introduced the Ordinance repealing the GG-O Gateway Green Overlay Requirements and amending the landscaping provisions beginning in Chapter 25 Article 22 Section 1, incorporating prior GG-O Gateway Green Overlay Requirements into the landscaping sections and was read by title on second reading: **AN ORDINANCE OF THE CITY OF SCOTTSBLUFF, NEBRASKA REPEALING THE GG-O GATEWAY GREEN OVERLAY REQUIREMENTS FOUND IN THE MUNICIPAL CODE AT CHAPTER 25-3-22.01 AND AMENDING THE LANDSCAPING PROVISIONS BEGINNING IN CHAPTER 25 ARTICLE 22 SECTION 1, INCORPORATING PRIOR GG-O GATEWAY GREEN OVERLAY REQUIREMENTS INTO THE LANDSCAPING SECTIONS, PROVIDING FOR AN EFFECTIVE DATE AND PROVIDING FOR PUBLICATION IN PAMPHLET FORM.**

Mr. Mark Bohl, Public Works Director, approached Council regarding awarding the bid for hail damage repair on the Water/Wastewater Facilities to Twin City Roofing & Sheet Metal, Inc. for \$254,927.83. Mr. Bohl explained this was the only bid received; the original estimate was from 2019 so the bid shows a slight increase in prices for metal and materials. Staff is recommending approval to get this completed before the new budget starts.

Council Member Green made a motion, seconded by Council Member Colwell to approve awarding the bid for hail damage repair on the Water/Wastewater Facilities to Twin City Roofing & Sheet Metal, Inc. in the amount of \$254,927.83, “YEAS,” Colwell, McKerrigan, and Green. “NAYS,” None. Absent: Scanlan and Lerma.

Mr. Mark Bohl then gave a presentation on the Public Works Department. He started by giving a brief explanation of each department listed below, acknowledging each supervisor(s). He also included information on infrastructure, employees, licenses, and highlights of daily activities.

- Transportation – Brett Bewley
- Water – Jack Satur
- Wastewater – Lynn Garton
- Stormwater – Lynn Garton/Leann Sato
- Compost Facility/Tree Dump – Lynn Garton
- Environmental Services – Anthony Harris
- Parks – Rick Deeds
- Recreation - Rick Deeds
- Fairview Cemetery – Vince Kelley

At the end of his presentation, Mr. Bohl explained the entire department shares equipment as well as staff which helps the City run efficiently. He also commented the employees are a very dedicated, experienced group of people who strive to do their jobs right, commenting we have the best of the best.

Legal Counsel Hadenfeldt presented the Interlocal Agreement for the Scottsbluff Aquatic Center Agency. He explained in December the Resolution was passed to put LB357, the additional half-cent

sales tax, on the ballot this fall. Part of that process requires us to have an Interlocal Agreement with another public agency within the City, which will form another agency with a five member Board. Three of the Board Members shall be appointed by the Mayor with the approval of Council. The other two Board Members are appointed by the CRA. This Board will monitor benchmarks and make recommendations; the City contracts and pays for the project.

Council Member Colwell moved, seconded by Council Member Green to approve the Interlocal Agreement for the Scottsbluff Aquatic Center Agency and authorize the Mayor to sign the Agreement, “YEAS,” McKerrigan, Green, and Colwell. “NAYS,” None. Absent: Scanlan and Lerma.

There were no meetings attended by Council to update in Council Reports.

Council Member Colwell moved to adjourn the meeting at 6:44 p.m. The motion was seconded by Council Member Green, “YEAS,” Colwell, Green, and McKerrigan. “NAYS,” None. Absent: Scanlan and Lerma.

Mayor

Attest:

City Clerk

City of Scottsbluff, Nebraska

Monday, April 4, 2022

Regular Meeting

Item Consent2

Council to approve the bid specifications for a Recycled Materials Hauler and authorize the City Clerk to advertise for bids to be received by April 27th at 1:00 p.m.

Staff Contact: City Council

**CITY OF SCOTTSBLUFF, NEBRASKA
ADVERTISEMENT FOR BIDS
RECYCLED MATERIALS HAULER**

The City of Scottsbluff will receive sealed bids until 1:00 p.m., (M.S.T.) Wednesday April 27, 2022 at the City of Scottsbluff City Hall, Office of the City Clerk, 2525 Circle Drive, Scottsbluff, Nebraska 69361. All bids will be publicly opened and read aloud for a new Recycled Materials Hauler on Wednesday April 27, 2022 at 1:00 p.m. (M.S.T.).

Complete bidding documents are available and may be obtained from the City of Scottsbluff at the above referenced address. Bids shall be submitted in a sealed envelope addressed to the City of Scottsbluff with the name "Bid for Recycled Materials Hauler" and include the date and time of bid opening.

The City reserves the right to reject any and/or all proposals, waive any informality in the proposals received and to accept the proposals it deems most beneficial to the City.

/s/Kimberley Wright, City Clerk

Publish 3F: April 8, 2022
 April 15, 2022
 April 22, 2022

SPECIFICATIONS & INSTRUCTIONS
ENVIRONMENTAL SERVICES-RECYCLED MATERIALS HAULER

Hauler will agree to provide one over the road semi-truck sufficient enough to pull a 53' semi van trailer owned by the City of Scottsbluff Environmental Services, and a driver to the City of Scottsbluff Environmental Services to transport recycled materials to the recycling facility designated by the Environmental Services Department.

All loads will be available for pickup at the Environmental Services building located at 609 E. 2nd Street, Scottsbluff, NE and will be delivered to a Denver, CO location.

Hauler will agree to hold a Commercial Driver's License (CDL). No other endorsements are required at this time.

Materials being hauled include but are not limited to: Plastic #1 and #2, glass, newspaper, magazines, tin, aluminum, white office paper, colored paper, hard back books, trash paper which consists of paper board materials, junk mail, soft back books, and papers with staples &/or paper clips.

The City of Scottsbluff Environmental Services does not guarantee a specific day of the week or a specific number of loads per week. This is an on-call basis and you will be contacted by the department when a load is ready. Hauler will agree to haul the load within 24 hours of notification.

Hauler will agree to provide one backup driver if regular driver is unable to meet schedule.

Hauler will agree to inspect van semi-trailer before leaving the Environmental Service Yard and again before leaving the recycling drop location, noting any damage to the trailer.

The City requires that successful bidders provide an indemnification that will indemnify and hold harmless the City from and against any and all loss, damage, suits, liability and expenses (including but not limited to reasonable investigation and legal expenses) arising out of any claim for loss of or damage to property, including the City's property, and injuries to or death to persons, including employees of successful bidder and the City, to the extent caused by or resulting from the negligence or willful misconduct of successful bidder, its employees or agents. The City requires that the successful bidder provide proof of liability insurance of no less than \$1,000,000.00 and that the City is named as an additional insured on the policy.

Hauler will be required to turn in a receipt stating the agreed amount upon completion of each haul. The hauler will be paid twice a month, after the council meetings, which are held on the first and third Monday of each month.

Agreement is for a period of two (2) years. Thirty days prior to the expiration of agreement both parties will discuss the renewal of agreement. There will be quarterly reviews done with both parties for fuel cost reviews.

Sealed bid amounts can be submitted to the City of Scottsbluff, 2525 Circle Drive, Scottsbluff, NE to the City Clerk's office.

City of Scottsbluff, Nebraska

Monday, April 4, 2022

Regular Meeting

Item Consent3

Council to excuse the absence of Council Member Scanlan from the March 21, 2022 Regular Meeting.

Staff Contact: City Council

City of Scottsbluff, Nebraska

Monday, April 4, 2022

Regular Meeting

Item Consent4

Council to excuse the absence of Council Member Lerma from the March 21, 2022 Regular Meeting.

Staff Contact: City Council

City of Scottsbluff, Nebraska

Monday, April 4, 2022

Regular Meeting

Item Consent5

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

Staff Contact: Liz Hilyard, Finance Director



Expense Approval Report

By Vendor Name

Post Dates 3/22/2022 - 4/4/2022

Description (Payable)	Account Name	Amount
Vendor: 08144 - AE SERVICES, LLC		
Fund: 212 - TRANSPORTATION		
REPLACE DISCONNECTS ON BR...	ELECTRICAL MAINTENANCE	3,734.10
Fund 212 - TRANSPORTATION Total:		3,734.10
Vendor 08144 - AE SERVICES, LLC Total:		3,734.10
Vendor: 03711 - AMAZON.COM HEADQUARTERS		
Fund: 111 - GENERAL		
DEPT SUPPLIES	DEPARTMENT SUPPLIES	28.98
DEPT SUPP HR	DEPARTMENT SUPPLIES	57.59
Misc.	DEPARTMENT SUPPLIES	153.26
Misc.	COLLECTIONS	92.45
Misc.	PROGRAMMING	51.61
Fund 111 - GENERAL Total:		383.89
Fund: 661 - STORMWATER		
DEPT SUP	DEPARTMENT SUPPLIES	7.99
Fund 661 - STORMWATER Total:		7.99
Vendor 03711 - AMAZON.COM HEADQUARTERS Total:		391.88
Vendor: 02118 - ANITA'S GREENSCAPING INC		
Fund: 661 - STORMWATER		
CONTRACTUAL SVC	CONTRACTUAL SERVICES	2,290.00
Fund 661 - STORMWATER Total:		2,290.00
Vendor 02118 - ANITA'S GREENSCAPING INC Total:		2,290.00
Vendor: 00295 - B & H INVESTMENTS, INC		
Fund: 111 - GENERAL		
BLDG MAINT-PD	BUILDING MAINTENANCE	24.75
BLDG MAINT-PD	BUILDING MAINTENANCE	24.75
Dep. Sup. - LIBRARY	DEPARTMENT SUPPLIES	26.50
BLDG MAINT-PD	BUILDING MAINTENANCE	19.00
BLDG MAINT-PD	BUILDING MAINTENANCE	19.00
Dep. Sup. - LIBRARY	DEPARTMENT SUPPLIES	49.50
Fund 111 - GENERAL Total:		163.50
Fund: 212 - TRANSPORTATION		
SUPP - WATER	DEPARTMENT SUPPLIES	19.50
SUPP - WATER	DEPARTMENT SUPPLIES	11.50
Fund 212 - TRANSPORTATION Total:		31.00
Fund: 621 - ENVIRONMENTAL SERVICES		
DEPT SUPPLIES	DEPARTMENT SUPPLIES	11.50
DEPT SUP	DEPARTMENT SUPPLIES	19.50
CONTRACTUAL SERVICES	CONTRACTUAL SERVICES	22.00
Fund 621 - ENVIRONMENTAL SERVICES Total:		53.00
Fund: 631 - WASTEWATER		
DEPT SUP	DEPARTMENT SUPPLIES	19.50
Fund 631 - WASTEWATER Total:		19.50
Vendor 00295 - B & H INVESTMENTS, INC Total:		267.00
Vendor: 09716 - BLACK HILLS GAS DISTRIBUTION LLC		
Fund: 111 - GENERAL		
Monthly Energy Bill	HEATING FUEL	359.04
Monthly Energy Bill	HEATING FUEL	284.89
Monthly Energy Bill	HEATING FUEL	103.02
Monthly Energy Bill	HEATING FUEL	284.90

Expense Approval Report

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Description (Payable)	Account Name	Amount
Monthly Energy Bill	HEATING FUEL	392.03
Monthly Energy Bill	HEATING FUEL	96.88
Monthly Energy Bill	HEATING FUEL	136.63
Monthly Energy Bill	HEATING FUEL	35.02
Fund 111 - GENERAL Total:		1,692.41
Fund: 212 - TRANSPORTATION		
Monthly Energy Bill	HEATING FUEL	1,657.71
Fund 212 - TRANSPORTATION Total:		1,657.71
Fund: 621 - ENVIRONMENTAL SERVICES		
Monthly Energy Bill	HEATING FUEL	756.49
Fund 621 - ENVIRONMENTAL SERVICES Total:		756.49
Fund: 641 - WATER		
Monthly Energy Bill	HEATING FUEL	143.71
Fund 641 - WATER Total:		143.71
Vendor 09716 - BLACK HILLS GAS DISTRIBUTION LLC Total:		4,250.32
Vendor: 00405 - BLUFFS FACILITY SOLUTIONS		
Fund: 111 - GENERAL		
JANITORIAL SUPP PARK	JANITORIAL SUPPLIES	60.26
Jan. Sup.	JANITORIAL SUPPLIES	241.68
Fund 111 - GENERAL Total:		301.94
Vendor 00405 - BLUFFS FACILITY SOLUTIONS Total:		301.94
Vendor: 09926 - BROWN CO		
Fund: 111 - GENERAL		
EQUIP MAINT PARK	EQUIPMENT MAINTENANCE	1,499.14
EQUIP MAINT PARK	EQUIPMENT MAINTENANCE	291.74
Fund 111 - GENERAL Total:		1,790.88
Vendor 09926 - BROWN CO Total:		1,790.88
Vendor: 00027 - CALM NIGHTS, LLC		
Fund: 111 - GENERAL		
SCHOOL & CONF CC	SCHOOL & CONFERENCE	278.85
Fund 111 - GENERAL Total:		278.85
Vendor 00027 - CALM NIGHTS, LLC Total:		278.85
Vendor: 00735 - CAPITAL BUSINESS SYSTEMS INC.		
Fund: 111 - GENERAL		
Cont. Svcs.	CONTRACTUAL SERVICES	169.48
EQUIP MAINT ADM	EQUIPMENT MAINTENANCE	54.87
CONTRACTUAL-PD	CONTRACTUAL SERVICES	60.77
Fund 111 - GENERAL Total:		285.12
Fund: 212 - TRANSPORTATION		
COPIER SERVICE	CONTRACTUAL SERVICES	26.78
Fund 212 - TRANSPORTATION Total:		26.78
Vendor 00735 - CAPITAL BUSINESS SYSTEMS INC. Total:		311.90
Vendor: 00055 - CARR- TRUMBULL LUMBER CO, INC.		
Fund: 212 - TRANSPORTATION		
SUPP - CEDAR, SCREWS	DEPARTMENT SUPPLIES	8.53
Fund 212 - TRANSPORTATION Total:		8.53
Vendor 00055 - CARR- TRUMBULL LUMBER CO, INC. Total:		8.53
Vendor: 07911 - CELLCO PARTNERSHIP		
Fund: 111 - GENERAL		
MARCH CELLULAR PHONE AND...	CELLULAR PHONE	322.31
CELL PHONES-PD	PHONE & INTERNET	1,446.76
Fund 111 - GENERAL Total:		1,769.07
Vendor 07911 - CELLCO PARTNERSHIP Total:		1,769.07

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Description (Payable)	Account Name	Amount
Vendor: 02396 - CITIBANK N.A.		
Fund: 111 - GENERAL		
DEPT SUPPLIES	DEPARTMENT SUPPLIES	19.99
BATTERIES - 3V LIT-ION	DEPARTMENT SUPPLIES	64.95
DEPT SUPP PARK	DEPARTMENT SUPPLIES	42.11
Dep. Sup.	DEPARTMENT SUPPLIES	21.98
DEPT SUPP PARK	DEPARTMENT SUPPLIES	623.99
Fund 111 - GENERAL Total:		773.02
Fund: 212 - TRANSPORTATION		
POSTAGE TO MAIL PACKAGE	POSTAGE	13.67
Fund 212 - TRANSPORTATION Total:		13.67
Fund: 213 - CEMETERY		
POSTAGE CEM	POSTAGE	17.03
DEPT SUPP CEM	DEPARTMENT SUPPLIES	64.99
Fund 213 - CEMETERY Total:		82.02
Fund: 621 - ENVIRONMENTAL SERVICES		
DEPT SUPPLIES	DEPARTMENT SUPPLIES	95.98
DEPT SUPPLIES	DEPARTMENT SUPPLIES	696.94
DEPT SUPPLIES	DEPARTMENT SUPPLIES	43.47
Fund 621 - ENVIRONMENTAL SERVICES Total:		836.39
Fund: 631 - WASTEWATER		
DEPT SUP	DEPARTMENT SUPPLIES	221.96
Fund 631 - WASTEWATER Total:		221.96
Vendor 02396 - CITIBANK N.A. Total:		1,927.06
Vendor: 00367 - CITY OF SCB		
Fund: 111 - GENERAL		
PETTY CASH	MEMBERSHIPS	25.00
Fund 111 - GENERAL Total:		25.00
Fund: 631 - WASTEWATER		
PETTY CASH	EQUIPMENT	17.00
Fund 631 - WASTEWATER Total:		17.00
Vendor 00367 - CITY OF SCB Total:		42.00
Vendor: 00706 - COMPUTER CONNECTION INC		
Fund: 631 - WASTEWATER		
CONTRACTUAL SVC	CONTRACTUAL SERVICES	187.25
Fund 631 - WASTEWATER Total:		187.25
Fund: 641 - WATER		
CONTRACTUAL SVC	CONTRACTUAL SERVICES	187.25
Fund 641 - WATER Total:		187.25
Vendor 00706 - COMPUTER CONNECTION INC Total:		374.50
Vendor: 00267 - CONTRACTORS MATERIALS INC.		
Fund: 111 - GENERAL		
DEPT SUPP PARK	DEPARTMENT SUPPLIES	17.64
Fund 111 - GENERAL Total:		17.64
Fund: 212 - TRANSPORTATION		
SUPP - SAWZALL BLADES	DEPARTMENT SUPPLIES	49.00
Fund 212 - TRANSPORTATION Total:		49.00
Vendor 00267 - CONTRACTORS MATERIALS INC. Total:		66.64
Vendor: 03321 - DALE'S TIRE & RETREADING, INC.		
Fund: 621 - ENVIRONMENTAL SERVICES		
VEHICLE MTNC	VEHICLE MAINTENANCE	88.75
Fund 621 - ENVIRONMENTAL SERVICES Total:		88.75
Vendor 03321 - DALE'S TIRE & RETREADING, INC. Total:		88.75

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Description (Payable)	Account Name	Amount
Vendor: 10336 - DAN MARSHALL		
Fund: 111 - GENERAL		
FACADE GRANT - 2801 AVE B	COMMUNITY DEVELOPMENT	3,905.32
Fund 111 - GENERAL Total:		3,905.32
Vendor 10336 - DAN MARSHALL Total:		3,905.32
Vendor: 00404 - DAS STATE ACCOUNTING-CENTRAL FINANCE		
Fund: 111 - GENERAL		
Monthly Long Distance	PHONE & INTERNET	5.25
Monthly Long Distance	PHONE & INTERNET	3.73
Monthly Long Distance	PHONE & INTERNET	3.17
Monthly Long Distance	PHONE & INTERNET	1.99
Monthly Long Distance	PHONE & INTERNET	6.02
Monthly Long Distance	PHONE & INTERNET	11.92
Monthly Long Distance	PHONE & INTERNET	30.38
Monthly Long Distance	PHONE & INTERNET	18.79
Monthly Long Distance	PHONE & INTERNET	2.35
Monthly Long Distance	PHONE & INTERNET	2.35
Fund 111 - GENERAL Total:		85.95
Fund: 212 - TRANSPORTATION		
Monthly Long Distance	PHONE & INTERNET	9.10
Fund 212 - TRANSPORTATION Total:		9.10
Fund: 213 - CEMETERY		
Monthly Long Distance	PHONE & INTERNET	1.14
Fund 213 - CEMETERY Total:		1.14
Fund: 224 - ECONOMIC DEVELOPMENT		
Monthly Long Distance	PHONE & INTERNET	1.99
Fund 224 - ECONOMIC DEVELOPMENT Total:		1.99
Fund: 621 - ENVIRONMENTAL SERVICES		
Monthly Long Distance	PHONE & INTERNET	5.35
Fund 621 - ENVIRONMENTAL SERVICES Total:		5.35
Fund: 631 - WASTEWATER		
Monthly Long Distance	PHONE & INTERNET	1.89
Fund 631 - WASTEWATER Total:		1.89
Fund: 641 - WATER		
Monthly Long Distance	PHONE & INTERNET	2.08
Fund 641 - WATER Total:		2.08
Fund: 661 - STORMWATER		
Monthly Long Distance	PHONE & INTERNET	3.41
Fund 661 - STORMWATER Total:		3.41
Fund: 721 - GIS SERVICES		
Monthly Long Distance	PHONE & INTERNET	1.43
Fund 721 - GIS SERVICES Total:		1.43
Vendor 00404 - DAS STATE ACCOUNTING-CENTRAL FINANCE Total:		112.34
Vendor: 00573 - DEMCO, INC		
Fund: 111 - GENERAL		
Dep. Sup.	DEPARTMENT SUPPLIES	125.12
Fund 111 - GENERAL Total:		125.12
Vendor 00573 - DEMCO, INC Total:		125.12
Vendor: 07421 - DUANE E. WOHLERS		
Fund: 621 - ENVIRONMENTAL SERVICES		
DISPOSAL FEES	DISPOSAL FEES	800.00
Fund 621 - ENVIRONMENTAL SERVICES Total:		800.00
Vendor 07421 - DUANE E. WOHLERS Total:		800.00

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Description (Payable)	Account Name	Amount
Vendor: 10279 - EAKES INC		
Fund: 111 - GENERAL		
Dep. Sup.	DEPARTMENT SUPPLIES	22.25
Fund 111 - GENERAL Total:		22.25
Vendor 10279 - EAKES INC Total:		22.25
Vendor: 00066 - EBSCO INDUSTRIES, INC		
Fund: 111 - GENERAL		
Sbscrp.	SUBSCRIPTIONS	1,379.00
Fund 111 - GENERAL Total:		1,379.00
Vendor 00066 - EBSCO INDUSTRIES, INC Total:		1,379.00
Vendor: 01003 - ELLIOTT EQUIPMENT COMPANY INC.		
Fund: 621 - ENVIRONMENTAL SERVICES		
VEHICLE MTNC	VEHICLE MAINTENANCE	2,949.39
Fund 621 - ENVIRONMENTAL SERVICES Total:		2,949.39
Vendor 01003 - ELLIOTT EQUIPMENT COMPANY INC. Total:		2,949.39
Vendor: 00548 - FEDERAL EXPRESS CORPORATION		
Fund: 641 - WATER		
POSTAGE	POSTAGE	505.36
POSTAGE	POSTAGE	78.01
POSTAGE	POSTAGE	68.55
Fund 641 - WATER Total:		651.92
Vendor 00548 - FEDERAL EXPRESS CORPORATION Total:		651.92
Vendor: 00794 - FLOYD'S TRUCK CENTER SCOTTSBLUFF		
Fund: 111 - GENERAL		
CHECK CODES AND REPLACE BA...	VEHICLE MAINTENANCE	599.68
PREVENTATIVE MAINTENANCE -...	VEHICLE MAINTENANCE	425.72
Fund 111 - GENERAL Total:		1,025.40
Fund: 212 - TRANSPORTATION		
PARTS FOR SWEEPER - AIR, OIL ...	EQUIPMENT MAINTENANCE	196.32
Fund 212 - TRANSPORTATION Total:		196.32
Fund: 621 - ENVIRONMENTAL SERVICES		
VEHICLE MTNC	VEHICLE MAINTENANCE	1,012.64
VEHICLE MTNC	VEHICLE MAINTENANCE	423.50
VEHICLE MTNC	VEHICLE MAINTENANCE	-318.75
Fund 621 - ENVIRONMENTAL SERVICES Total:		1,117.39
Vendor 00794 - FLOYD'S TRUCK CENTER SCOTTSBLUFF Total:		2,339.11
Vendor: 00060 - FRANCISCO'S BUMPER TO BUMPER INC		
Fund: 111 - GENERAL		
TOW SERVICE-PD	CONTRACTUAL SERVICES	170.00
TOW SERVICE-PD	CONTRACTUAL SERVICES	170.00
TOW SERVICE-PD	CONTRACTUAL SERVICES	220.00
TOW SERVICE-PD	CONTRACTUAL SERVICES	220.00
Fund 111 - GENERAL Total:		780.00
Vendor 00060 - FRANCISCO'S BUMPER TO BUMPER INC Total:		780.00
Vendor: 03133 - FUN EXPRESS, LLC		
Fund: 111 - GENERAL		
SPECIAL EVENTS	SPECIAL EVENTS	95.98
Fund 111 - GENERAL Total:		95.98
Vendor 03133 - FUN EXPRESS, LLC Total:		95.98
Vendor: 05600 - GALLS INC		
Fund: 111 - GENERAL		
UNIFORMS-PD	UNIFORMS & CLOTHING	141.38

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Description (Payable)	Account Name	Amount
UNIFORMS-PD	UNIFORMS & CLOTHING	143.57
Fund 111 - GENERAL Total:		284.95
Vendor 05600 - GALLS INC Total:		284.95
Vendor: 10338 - GARY SCHAUB TESTIMONIAL TRUST		
Fund: 111 - GENERAL		
FACADE GRANT - COMM SHOPS	COMMUNITY DEVELOPMENT	7,845.93
Fund 111 - GENERAL Total:		7,845.93
Vendor 10338 - GARY SCHAUB TESTIMONIAL TRUST Total:		7,845.93
Vendor: 10330 - GERING MULITPURPOSE SENIOR CENTER		
Fund: 111 - GENERAL		
CONTRACTUAL	CONTRACTUAL SERVICES	1,000.00
Fund 111 - GENERAL Total:		1,000.00
Vendor 10330 - GERING MULITPURPOSE SENIOR CENTER Total:		1,000.00
Vendor: 04371 - HAWKINS, INC.		
Fund: 641 - WATER		
CHEMICALS	CHEMICALS	3,427.48
Fund 641 - WATER Total:		3,427.48
Vendor 04371 - HAWKINS, INC. Total:		3,427.48
Vendor: 09305 - HONEY WAGON EXPRESS		
Fund: 111 - GENERAL		
CONTRACTUAL	CONTRACTUAL SERVICES	225.00
Fund 111 - GENERAL Total:		225.00
Vendor 09305 - HONEY WAGON EXPRESS Total:		225.00
Vendor: 00299 - HULLINGER GLASS & LOCKS INC.		
Fund: 111 - GENERAL		
DEPT SUPP PARK	DEPARTMENT SUPPLIES	61.60
DEPT SUPP PARK	DEPARTMENT SUPPLIES	26.00
Fund 111 - GENERAL Total:		87.60
Vendor 00299 - HULLINGER GLASS & LOCKS INC. Total:		87.60
Vendor: 06423 - HYDROTEX PARTNERS, LTD		
Fund: 212 - TRANSPORTATION		
1 55 GAL. LEO HD 5W40 OIL	OIL & ANTIFREEZE	1,784.97
Fund 212 - TRANSPORTATION Total:		1,784.97
Vendor 06423 - HYDROTEX PARTNERS, LTD Total:		1,784.97
Vendor: 00525 - IDEAL LAUNDRY AND CLEANERS, INC.		
Fund: 111 - GENERAL		
DEPT SUPP ADM	DEPARTMENT SUPPLIES	56.85
Fund 111 - GENERAL Total:		56.85
Fund: 212 - TRANSPORTATION		
SUPP - MATS, TOWELS	DEPARTMENT SUPPLIES	53.21
SUPP - MATS, TOWELS	DEPARTMENT SUPPLIES	53.21
Fund 212 - TRANSPORTATION Total:		106.42
Fund: 621 - ENVIRONMENTAL SERVICES		
CONTRACTUAL SVC	CONTRACTUAL SERVICES	15.80
CONTRACTUAL SVC	CONTRACTUAL SERVICES	15.80
Fund 621 - ENVIRONMENTAL SERVICES Total:		31.60
Fund: 631 - WASTEWATER		
CONTRACTUAL SVC	CONTRACTUAL SERVICES	15.80
CONTRACTUAL SVC	DEPARTMENT SUPPLIES	15.80
CONTRACTUAL SVC	CONTRACTUAL SERVICES	37.69
Fund 631 - WASTEWATER Total:		69.29

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Description (Payable)	Account Name	Amount
Fund: 641 - WATER		
CONTRACTUAL SVC	CONTRACTUAL SERVICES	37.70
Fund 641 - WATER Total:		37.70
Vendor 00525 - IDEAL LAUNDRY AND CLEANERS, INC. Total:		301.86
Vendor: 00937 - INDEPENDENT PLUMBING AND HEATING, INC		
Fund: 111 - GENERAL		
BLDG MAINT PARK	BUILDING MAINTENANCE	231.07
BLDG MAINT PARK	BUILDING MAINTENANCE	88.15
Fund 111 - GENERAL Total:		319.22
Vendor 00937 - INDEPENDENT PLUMBING AND HEATING, INC Total:		319.22
Vendor: 09291 - INGRAM LIBRARY SERVICES INC		
Fund: 111 - GENERAL		
Coll.	COLLECTIONS	25.29
Coll.	COLLECTIONS	130.26
Coll.	COLLECTIONS	233.21
Fund 111 - GENERAL Total:		388.76
Vendor 09291 - INGRAM LIBRARY SERVICES INC Total:		388.76
Vendor: 08154 - INTERNAL REVENUE SERVICE		
Fund: 713 - CASH & INVESTMENT POOL		
WITHHOLDINGS	MEDICARE W/H EE PAYABLE	4,036.73
WITHHOLDINGS	MEDICARE W/H EE PAYABLE	4,036.73
WITHHOLDINGS	FICA W/H EE PAYABLE	14,766.90
WITHHOLDINGS	FICA W/H EE PAYABLE	14,766.90
WITHHOLDINGS	FED W/H EE PAYABLE	25,323.50
Fund 713 - CASH & INVESTMENT POOL Total:		62,930.76
Vendor 08154 - INTERNAL REVENUE SERVICE Total:		62,930.76
Vendor: 08525 - INTRALINKS, INC		
Fund: 111 - GENERAL		
DATTO ALTO - MARCH 2022 A...	CONTRACTUAL SERVICES	2,298.00
DATTO ALTO - MARCH 2022 LIB...	CONTRACTUAL SERVICES	218.00
Fund 111 - GENERAL Total:		2,516.00
Fund: 641 - WATER		
DATTO ALTO - MARCH 2022 A...	CONTRACTUAL SERVICES	119.00
Fund 641 - WATER Total:		119.00
Vendor 08525 - INTRALINKS, INC Total:		2,635.00
Vendor: 05696 - INVENTIVE WIRELESS OF NE, LLC		
Fund: 621 - ENVIRONMENTAL SERVICES		
CONTRACTUAL SVC	CONTRACTUAL SERVICES	43.93
Fund 621 - ENVIRONMENTAL SERVICES Total:		43.93
Fund: 631 - WASTEWATER		
CONTRACTUAL SVC	CONTRACTUAL SERVICES	43.92
Fund 631 - WASTEWATER Total:		43.92
Vendor 05696 - INVENTIVE WIRELESS OF NE, LLC Total:		87.85
Vendor: 06131 - JOHN DEERE FINANCIAL		
Fund: 212 - TRANSPORTATION		
SUPP - CHAIN	DEPARTMENT SUPPLIES	51.92
NEW STIHL HAND BLOWER	DEPARTMENT SUPPLIES	139.99
5 GAL & 4 GAL SHOP VACUUMS	DEPARTMENT SUPPLIES	269.98
Fund 212 - TRANSPORTATION Total:		461.89
Fund: 621 - ENVIRONMENTAL SERVICES		
DEPT SUP	DEPARTMENT SUPPLIES	7.50
Fund 621 - ENVIRONMENTAL SERVICES Total:		7.50

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Description (Payable)	Account Name	Amount
Fund: 631 - WASTEWATER		
DEPT SUP	DEPARTMENT SUPPLIES	7.49
Fund 631 - WASTEWATER Total:		7.49
Vendor 06131 - JOHN DEERE FINANCIAL Total:		476.88
Vendor: 08067 - JOHN DEERE FINANCIAL		
Fund: 111 - GENERAL		
VEH MAINT PARK	VEHICLE MAINTENANCE	34.99
Fund 111 - GENERAL Total:		34.99
Fund: 661 - STORMWATER		
EQUIP MTNCE	EQUIPMENT MAINTENANCE	3.49
Fund 661 - STORMWATER Total:		3.49
Vendor 08067 - JOHN DEERE FINANCIAL Total:		38.48
Vendor: 09474 - JOHN DEERE FINANCIAL		
Fund: 111 - GENERAL		
EQUIP MAINT PARK	EQUIPMENT MAINTENANCE	18.60
EQUIP MAINT PARK	EQUIPMENT MAINTENANCE	335.11
EQUIP MAINT PARK	EQUIPMENT MAINTENANCE	1,079.73
EQUIP MAINT PARK	EQUIPMENT MAINTENANCE	51.22
EQUIP MAINT PARK	EQUIPMENT MAINTENANCE	1,440.95
EQUIP MAINT PARK	EQUIPMENT MAINTENANCE	132.97
EQUIP MAINT PARK	EQUIPMENT MAINTENANCE	238.67
EQUIP MAINT PARK	EQUIPMENT MAINTENANCE	673.05
Fund 111 - GENERAL Total:		3,970.30
Fund: 213 - CEMETERY		
EQUIP MAINT CEM	EQUIPMENT MAINTENANCE	138.65
EQUIP MAINT CEM	EQUIPMENT MAINTENANCE	170.20
Fund 213 - CEMETERY Total:		308.85
Vendor 09474 - JOHN DEERE FINANCIAL Total:		4,279.15
Vendor: 09872 - KRIZ DAVIS		
Fund: 111 - GENERAL		
BLDG MAINT PARK	BUILDING MAINTENANCE	188.64
Fund 111 - GENERAL Total:		188.64
Vendor 09872 - KRIZ DAVIS Total:		188.64
Vendor: 04892 - LEAGUE ASSOCIATION OF RISK MANAGEMENT		
Fund: 621 - ENVIRONMENTAL SERVICES		
ENDORS. #15 - SANITATION 20...	VEHICLE INSURANCE	2,289.04
Fund 621 - ENVIRONMENTAL SERVICES Total:		2,289.04
Vendor 04892 - LEAGUE ASSOCIATION OF RISK MANAGEMENT Total:		2,289.04
Vendor: 05099 - MARKETING CONSULTANTS		
Fund: 621 - ENVIRONMENTAL SERVICES		
DEPT SUPPLIES	DEPARTMENT SUPPLIES	900.00
Fund 621 - ENVIRONMENTAL SERVICES Total:		900.00
Vendor 05099 - MARKETING CONSULTANTS Total:		900.00
Vendor: 08317 - MATHESON TRI-GAS INC		
Fund: 111 - GENERAL		
DEPT SUPP PARK	DEPARTMENT SUPPLIES	208.75
DEPT SUPP PARK	DEPARTMENT SUPPLIES	95.72
Fund 111 - GENERAL Total:		304.47
Vendor 08317 - MATHESON TRI-GAS INC Total:		304.47
Vendor: 07628 - MENARDS, INC		
Fund: 111 - GENERAL		
BLDG MAINT-PD	BUILDING MAINTENANCE	7.93
BLDG MAINT-PD	BUILDING MAINTENANCE	7.92
DEPT SUPP PARK	DEPARTMENT SUPPLIES	54.54
BLDG MAINT PARK	BUILDING MAINTENANCE	3.86

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Description (Payable)	Account Name	Amount
DEPT SUPP PARK	DEPARTMENT SUPPLIES	45.96
BUILDING MTNC	BUILDING MAINTENANCE	51.64
GROUND MAINT PARK	GROUNDS MAINTENANCE	25.04
RANGE SUPPL-PD	FIREARMS RANGE SUPPLIES	17.24
BUILDING MTNC	BUILDING MAINTENANCE	105.30
DEPT SUPP PARK	DEPARTMENT SUPPLIES	109.96
Fund 111 - GENERAL Total:		429.39
Fund: 212 - TRANSPORTATION		
SUPP - HEX BOLTS & NUTS	DEPARTMENT SUPPLIES	18.31
PAINT, BRUSHES, ROLLER FOR ...	BUILDING MAINTENANCE	45.76
TRASH BAGS	DEPARTMENT SUPPLIES	15.79
PAINT FOR BATHROOM	BUILDING MAINTENANCE	24.97
Fund 212 - TRANSPORTATION Total:		104.83
Fund: 213 - CEMETERY		
DEPT SUPP CEM	DEPARTMENT SUPPLIES	18.96
Fund 213 - CEMETERY Total:		18.96
Fund: 621 - ENVIRONMENTAL SERVICES		
DEPT SUPPLIES	DEPARTMENT SUPPLIES	36.94
DEPT SUPPLIES	DEPARTMENT SUPPLIES	2.04
Fund 621 - ENVIRONMENTAL SERVICES Total:		38.98
Fund: 631 - WASTEWATER		
ELECTRICAL MAINT	ELECTRICAL MAINTENANCE	84.72
DEPT SUP	DEPARTMENT SUPPLIES	72.00
DEPT SUP	DEPARTMENT SUPPLIES	27.98
Fund 631 - WASTEWATER Total:		184.70
Vendor 07628 - MENARDS, INC Total:		776.86
Vendor: 07938 - MIDWEST CONNECT, LLC		
Fund: 111 - GENERAL		
ENVELOPES	DEPARTMENT SUPPLIES	475.00
Fund 111 - GENERAL Total:		475.00
Vendor 07938 - MIDWEST CONNECT, LLC Total:		475.00
Vendor: 08227 - MIDWEST SPECIAL SVC INC		
Fund: 111 - GENERAL		
CONTRACTUAL-PD	CONTRACTUAL SERVICES	568.50
CONTRACTUAL-PD	CONTRACTUAL SERVICES	492.00
Fund 111 - GENERAL Total:		1,060.50
Vendor 08227 - MIDWEST SPECIAL SVC INC Total:		1,060.50
Vendor: 10059 - MPH INDUSTRIES INC		
Fund: 111 - GENERAL		
EQUIP MAINT-PD	EQUIPMENT MAINTENANCE	93.13
Fund 111 - GENERAL Total:		93.13
Vendor 10059 - MPH INDUSTRIES INC Total:		93.13
Vendor: 02509 - NE MOSQUITO & VECTOR CONTROL ASSN.		
Fund: 212 - TRANSPORTATION		
2 MEN ATTEND WORKSHOP & ...	SCHOOL & CONFERENCE	105.00
Fund 212 - TRANSPORTATION Total:		105.00
Vendor 02509 - NE MOSQUITO & VECTOR CONTROL ASSN. Total:		105.00
Vendor: 00578 - NEBRASKA PUBLIC POWER DISTRICT		
Fund: 631 - WASTEWATER		
ELECTRIC	ELECTRIC POWER	153.20
ELECTRIC	ELECTRIC POWER	14,036.45
Fund 631 - WASTEWATER Total:		14,189.65
Fund: 641 - WATER		
ELECTRIC	ELECTRIC POWER	1,184.98

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Description (Payable)	Account Name	Amount
ELECTRIC	ELECTRIC POWER	4,148.92
Fund 641 - WATER Total:		5,333.90
Vendor 00578 - NEBRASKA PUBLIC POWER DISTRICT Total:		19,523.55
Vendor: 09941 - NEBRASKA RECYCLING COUNCIL		
Fund: 631 - WASTEWATER		
MEMBERSHIPS	MEMBERSHIPS	200.00
Fund 631 - WASTEWATER Total:		200.00
Vendor 09941 - NEBRASKA RECYCLING COUNCIL Total:		200.00
Vendor: 05373 - NEBRASKA SAFETY & FIRE EQUIPEMENT INC.		
Fund: 111 - GENERAL		
BLDG MAINT-PD	BUILDING MAINTENANCE	240.00
BLDG MAINT-PD	BUILDING MAINTENANCE	240.00
Fund 111 - GENERAL Total:		480.00
Vendor 05373 - NEBRASKA SAFETY & FIRE EQUIPEMENT INC. Total:		480.00
Vendor: 09409 - NETWORKFLEET, INC		
Fund: 212 - TRANSPORTATION		
GPS SERVICE	DEPARTMENT SUPPLIES	16.19
Fund 212 - TRANSPORTATION Total:		16.19
Vendor 09409 - NETWORKFLEET, INC Total:		16.19
Vendor: 00139 - NORTHWEST PIPE FITTINGS, INC. OF SCOTTSBLUFF		
Fund: 111 - GENERAL		
GROUND MAINT PARK	GROUNDS MAINTENANCE	69.16
Fund 111 - GENERAL Total:		69.16
Fund: 631 - WASTEWATER		
DEPT SUP	DEPARTMENT SUPPLIES	404.60
DEPT SUP	DEPARTMENT SUPPLIES	-54.83
Fund 631 - WASTEWATER Total:		349.77
Vendor 00139 - NORTHWEST PIPE FITTINGS, INC. OF SCOTTSBLUFF Total:		418.93
Vendor: 00487 - PANHANDLE ENVIRONMENTAL SERVICES INC		
Fund: 641 - WATER		
SAMPLES	SAMPLES	100.00
SAMPLES	SAMPLES	100.00
Fund 641 - WATER Total:		200.00
Vendor 00487 - PANHANDLE ENVIRONMENTAL SERVICES INC Total:		200.00
Vendor: 00017 - PANHANDLE HUMANE SOCIETY		
Fund: 111 - GENERAL		
CONTRACTUAL	CONTRACTUAL SERVICES	5,491.33
Fund 111 - GENERAL Total:		5,491.33
Vendor 00017 - PANHANDLE HUMANE SOCIETY Total:		5,491.33
Vendor: 01276 - PLATTE VALLEY BANK		
Fund: 713 - CASH & INVESTMENT POOL		
HEALTH SAVINGS ACCOUNT	HSA EE PAYABLE	9,912.07
Fund 713 - CASH & INVESTMENT POOL Total:		9,912.07
Vendor 01276 - PLATTE VALLEY BANK Total:		9,912.07
Vendor: 10337 - PLAYGROUND PLASTICS		
Fund: 111 - GENERAL		
EQUIP MAINT PARK	EQUIPMENT MAINTENANCE	635.00
Fund 111 - GENERAL Total:		635.00
Vendor 10337 - PLAYGROUND PLASTICS Total:		635.00

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Description (Payable)	Account Name	Amount
Vendor: 00796 - POWERPLAN		
Fund: 111 - GENERAL		
EQUIP MAINT PARK	EQUIPMENT MAINTENANCE	1,729.29
Fund 111 - GENERAL Total:		1,729.29
Vendor 00796 - POWERPLAN Total:		1,729.29
Vendor: 10218 - POWERTECH LLC		
Fund: 631 - WASTEWATER		
EQUIP MAINT	EQUIPMENT MAINTENANCE	1,369.00
Fund 631 - WASTEWATER Total:		1,369.00
Vendor 10218 - POWERTECH LLC Total:		1,369.00
Vendor: 01920 - PRAISE WINDOWS INC		
Fund: 111 - GENERAL		
Bldg. Main.	BUILDING MAINTENANCE	700.00
Fund 111 - GENERAL Total:		700.00
Vendor 01920 - PRAISE WINDOWS INC Total:		700.00
Vendor: 09744 - PT HOSE AND BEARING		
Fund: 212 - TRANSPORTATION		
HOSE FOR D. TRUCK	VEHICLE MAINTENANCE	17.69
TUBES FOR D. TRUCK	VEHICLE MAINTENANCE	109.73
CYLINDER FOR D. TRUCK	VEHICLE MAINTENANCE	1,560.76
TUBE FITTING FOR D. TRUCK	VEHICLE MAINTENANCE	55.85
PARTS FOR D. TRUCK	VEHICLE MAINTENANCE	144.96
Fund 212 - TRANSPORTATION Total:		1,888.99
Vendor 09744 - PT HOSE AND BEARING Total:		1,888.99
Vendor: 00266 - QUILL CORPORATION		
Fund: 111 - GENERAL		
DEPT SUPPL-PD	DEPARTMENT SUPPLIES	26.88
DEPT SUPPL-PD	DEPARTMENT SUPPLIES	29.58
DEPT SUPPL-PD	DEPARTMENT SUPPLIES	44.28
DEPT SUPPL-PD	DEPARTMENT SUPPLIES	29.58
DEPT SUPPL-PD	DEPARTMENT SUPPLIES	228.98
DEPT SUPPL-PD	DEPARTMENT SUPPLIES	260.99
Fund 111 - GENERAL Total:		620.29
Vendor 00266 - QUILL CORPORATION Total:		620.29
Vendor: 04089 - REGIONAL CARE INC		
Fund: 812 - HEALTH INSURANCE		
HEALTH INS. PREMIUM - APRIL ...	PREMIUM EXPENSE	45,134.61
CLAIMS	CLAIMS EXPENSE	40,615.87
Fund 812 - HEALTH INSURANCE Total:		85,750.48
Vendor 04089 - REGIONAL CARE INC Total:		85,750.48
Vendor: 08204 - RIVERSIDE ZOOLOGICAL FOUNDATION		
Fund: 111 - GENERAL		
CONTRACTUAL	CONTRACTUAL SERVICES	75,000.00
Fund 111 - GENERAL Total:		75,000.00
Vendor 08204 - RIVERSIDE ZOOLOGICAL FOUNDATION Total:		75,000.00
Vendor: 00026 - S M E C		
Fund: 713 - CASH & INVESTMENT POOL		
EMPLOYEE DEDUCTION	SMEC EE PAYABLE	164.77
Fund 713 - CASH & INVESTMENT POOL Total:		164.77
Vendor 00026 - S M E C Total:		164.77

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Description (Payable)	Account Name	Amount
Vendor: 01555 - SAFELITE FULFILLMENT, INC		
Fund: 111 - GENERAL		
VEH MAINT PARK	VEHICLE MAINTENANCE	269.98
Fund 111 - GENERAL Total:		269.98
Vendor 01555 - SAFELITE FULFILLMENT, INC Total:		269.98
Vendor: 10334 - SANITATION PRODUCTS INC		
Fund: 621 - ENVIRONMENTAL SERVICES		
VEHICLE MTNC	VEHICLE MAINTENANCE	2,163.58
Fund 621 - ENVIRONMENTAL SERVICES Total:		2,163.58
Vendor 10334 - SANITATION PRODUCTS INC Total:		2,163.58
Vendor: 00704 - SCOTTSBLUFF MOTOR CO, INC		
Fund: 218 - PUBLIC SAFETY		
HDTA CAR LEASE-PD	DEPARTMENT SUPPLIES	375.00
Fund 218 - PUBLIC SAFETY Total:		375.00
Vendor 00704 - SCOTTSBLUFF MOTOR CO, INC Total:		375.00
Vendor: 01271 - SCOTTSBLUFF SCREENPRINTING & EMBROIDERY, LLC		
Fund: 111 - GENERAL		
UNIFORMS-PD	UNIFORMS & CLOTHING	64.00
Fund 111 - GENERAL Total:		64.00
Vendor 01271 - SCOTTSBLUFF SCREENPRINTING & EMBROIDERY, LLC Total:		64.00
Vendor: 00786 - SHERWIN WILLIAMS		
Fund: 111 - GENERAL		
BLDG MAINT PARK	BUILDING MAINTENANCE	105.18
BUILDING MTNC	BUILDING MAINTENANCE	289.62
BLDG MAINT PARK	BUILDING MAINTENANCE	31.32
BLDG MAINT PARK	BUILDING MAINTENANCE	158.47
BLDG MAINT PARK	BUILDING MAINTENANCE	39.07
BLDG MAINT PARK	BUILDING MAINTENANCE	144.52
BLDG MAINT PARK	BUILDING MAINTENANCE	110.35
BLDG MAINT PARK	BUILDING MAINTENANCE	65.47
BLDG MAINT PARK	BUILDING MAINTENANCE	120.74
Fund 111 - GENERAL Total:		1,064.74
Fund: 212 - TRANSPORTATION		
TIPS, THROAT SEALS, STRAINERS..EQUIPMENT MAINTENANCE		381.92
Fund 212 - TRANSPORTATION Total:		381.92
Vendor 00786 - SHERWIN WILLIAMS Total:		1,446.66
Vendor: 01031 - SIMON CONTRACTORS		
Fund: 212 - TRANSPORTATION		
RECYCLED BASE GRAVEL	STREET REPAIR SUPPLIES	478.04
CONCRETE FOR STREET REPAIR	STREET MAINTENANCE	302.00
Fund 212 - TRANSPORTATION Total:		780.04
Fund: 213 - CEMETERY		
DEPT SUPP CEM	DEPARTMENT SUPPLIES	544.00
DEPT SUPP CEM	DEPARTMENT SUPPLIES	672.13
Fund 213 - CEMETERY Total:		1,216.13
Vendor 01031 - SIMON CONTRACTORS Total:		1,996.17
Vendor: 01787 - SIRCHIE ACQUISITION COMPANY, LLC		
Fund: 111 - GENERAL		
INVEST SUPPL-PD	INVESTIGATIVE EXPENSES	192.62
Fund 111 - GENERAL Total:		192.62
Vendor 01787 - SIRCHIE ACQUISITION COMPANY, LLC Total:		192.62

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Description (Payable)	Account Name	Amount
Vendor: 10339 - SITTNER JOE		
Fund: 111 - GENERAL		
PER DIEM FOR FIREFIGHTER ST...	SCHOOL & CONFERENCE	142.00
Fund 111 - GENERAL Total:		142.00
Vendor 10339 - SITTNER JOE Total:		142.00
Vendor: 00513 - SNELL SERVICES INC.		
Fund: 111 - GENERAL		
EQUIP MAINT ADM	EQUIPMENT MAINTENANCE	708.35
Bldg. Main.	BUILDING MAINTENANCE	3,815.00
Fund 111 - GENERAL Total:		4,523.35
Vendor 00513 - SNELL SERVICES INC. Total:		4,523.35
Vendor: 09663 - SOUNDSLEEPER SECURITY INC.		
Fund: 111 - GENERAL		
EQUIP MAINT-PD	EQUIPMENT MAINTENANCE	239.00
Fund 111 - GENERAL Total:		239.00
Vendor 09663 - SOUNDSLEEPER SECURITY INC. Total:		239.00
Vendor: 09880 - SOUTHERN UNIFORM EQUIPMENT		
Fund: 111 - GENERAL		
UNIFORM JOB SHIRT 2XL	UNIFORMS & CLOTHING	86.99
UNIFORM T-SHIRTS	UNIFORMS & CLOTHING	208.97
Fund 111 - GENERAL Total:		295.96
Vendor 09880 - SOUTHERN UNIFORM EQUIPMENT Total:		295.96
Vendor: 00054 - STATE HEALTH LAB		
Fund: 641 - WATER		
SAMPLES	SAMPLES	140.00
Fund 641 - WATER Total:		140.00
Vendor 00054 - STATE HEALTH LAB Total:		140.00
Vendor: 09542 - SUBWAY 6906		
Fund: 111 - GENERAL		
RECRUITMENT	RECRUITMENT	41.80
Fund 111 - GENERAL Total:		41.80
Vendor 09542 - SUBWAY 6906 Total:		41.80
Vendor: 05693 - SYMBOLARTS, LLC		
Fund: 111 - GENERAL		
UNIFORM NAMEPLATE	UNIFORMS & CLOTHING	50.00
Fund 111 - GENERAL Total:		50.00
Vendor 05693 - SYMBOLARTS, LLC Total:		50.00
Vendor: 08821 - TYLER TECHNOLOGIES, INC		
Fund: 621 - ENVIRONMENTAL SERVICES		
FEE - UB ONLINE 4/1/22 - 4/30/...	CONTRACTUAL SERVICES	116.00
Fund 621 - ENVIRONMENTAL SERVICES Total:		116.00
Fund: 631 - WASTEWATER		
FEE - UB ONLINE 4/1/22 - 4/30/...	CONTRACTUAL SERVICES	116.00
Fund 631 - WASTEWATER Total:		116.00
Fund: 641 - WATER		
FEE - UB ONLINE 4/1/22 - 4/30/...	CONTRACTUAL SERVICES	116.00
Fund 641 - WATER Total:		116.00
Vendor 08821 - TYLER TECHNOLOGIES, INC Total:		348.00
Vendor: 09865 - UNION BANK & TRUST		
Fund: 713 - CASH & INVESTMENT POOL		
RETIREMENT	REGULAR RETIRE EE PAY	7,811.64
RETIREMENT	REGULAR RETIRE EE PAY	8,402.61
RETIREMENT	DEFERRED COMP EE PAY	1,040.00
RETIREMENT	DEFERRED COMP EE PAY	1,717.83

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Description (Payable)	Account Name	Amount
RETIREMENT	DEFERRED COMP EE PAY	570.64
RETIREMENT	RETIRE FIRE EE PAYABLE	5,134.54
RETIREMENT	RETIRE FIRE EE PAYABLE	2,732.25
RETIREMENT	RETIRE POLICE EE PAY	5,309.54
RETIREMENT	RETIRE POLICE EE PAY	5,876.00
Fund 713 - CASH & INVESTMENT POOL Total:		38,595.05
Vendor 09865 - UNION BANK & TRUST Total:		38,595.05

Vendor: 09840 - UNITED STATES WELDING

Fund: 621 - ENVIRONMENTAL SERVICES

CONTRACTUAL SERVICES	CONTRACTUAL SERVICES	44.60
Fund 621 - ENVIRONMENTAL SERVICES Total:		44.60
Vendor 09840 - UNITED STATES WELDING Total:		44.60

Vendor: 08828 - US BANK

Fund: 111 - GENERAL

UNIFORMS-PD	UNIFORMS & CLOTHING	-119.00
EQUIP MAINT-PD	EQUIPMENT MAINTENANCE	65.89
GASOLINE-PD	GASOLINE	54.66
HAZMAT TEXT AND STUDY MAT...	DEPARTMENT SUPPLIES	434.31
MEMBERSHIP-PD	MEMBERSHIPS	190.00
EQUIP MAINT-PD	EQUIPMENT MAINTENANCE	95.14
GASOLINE-PD	GASOLINE	52.97
NATIONAL REGISTRY EMT	MEMBERSHIPS	25.00
Coll.	COLLECTIONS	75.86
UNIFORM APPAREAL	UNIFORMS & CLOTHING	514.46
UNIFORMS-PD	UNIFORMS & CLOTHING	88.50
UNIFORMS-PD	UNIFORMS & CLOTHING	100.00
Bldg. Main.	BUILDING MAINTENANCE	46.93
INVEST SUPPL-PD	INVESTIGATIVE EXPENSES	49.50
POWER CORD	DEPARTMENT SUPPLIES	45.89
Prgmg.	PROGRAMMING	39.98
UNIFORMS-PD	UNIFORMS & CLOTHING	135.98
INTERNATIONAL ASSOCIATION ...	MEMBERSHIPS	100.00
Coll.	COLLECTIONS	30.28
SUCTION UNIT FOR ENGINE 1	DEPARTMENT SUPPLIES	602.99
Fund 111 - GENERAL Total:		2,629.34

Fund: 212 - TRANSPORTATION

REFUND ON MOSQUITO TRAIN...	SCHOOL & CONFERENCE	-80.00
Fund 212 - TRANSPORTATION Total:		-80.00

Fund: 224 - ECONOMIC DEVELOPMENT

SCHOOL & CONF ED	SCHOOL & CONFERENCE	196.80
Fund 224 - ECONOMIC DEVELOPMENT Total:		196.80

Fund: 621 - ENVIRONMENTAL SERVICES

CONTRACTUAL SERVICES	CONTRACTUAL SERVICES	21.00
Fund 621 - ENVIRONMENTAL SERVICES Total:		21.00

Fund: 641 - WATER

DEPT SUP	DEPARTMENT SUPPLIES	15.50
Fund 641 - WATER Total:		15.50
Vendor 08828 - US BANK Total:		2,782.64

Vendor: 00022 - WALMART

Fund: 111 - GENERAL

TRIPODS - COUNCIL CHAMBERS	DEPARTMENT SUPPLIES	29.86
AA BATTERIES	DEPARTMENT SUPPLIES	35.92
Prgmg.	PROGRAMMING	30.90
CLEANING DETERGENT	DEPARTMENT SUPPLIES	14.82
DEPT SUPP PARK	DEPARTMENT SUPPLIES	79.91
Prgmg.	PROGRAMMING	56.06
Fund 111 - GENERAL Total:		247.47

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Description (Payable)	Account Name	Amount
Fund: 215 - SPECIAL PROJECTS		
CAR SEATS-PD	DEPARTMENT SUPPLIES	179.94
Fund 215 - SPECIAL PROJECTS Total:		179.94
Fund: 621 - ENVIRONMENTAL SERVICES		
DEPT SUPPLIES	DEPARTMENT SUPPLIES	268.88
Fund 621 - ENVIRONMENTAL SERVICES Total:		268.88
Vendor 00022 - WALMART Total:		696.29
Vendor: 06089 - WESTERN COOPERATIVE COMPANY		
Fund: 621 - ENVIRONMENTAL SERVICES		
VEHICLE MTNC	VEHICLE MAINTENANCE	902.00
Fund 621 - ENVIRONMENTAL SERVICES Total:		902.00
Vendor 06089 - WESTERN COOPERATIVE COMPANY Total:		902.00
Vendor: 03683 - WIN INVESTMENTS INC		
Fund: 641 - WATER		
SEMINARS & CONF	SCHOOL & CONFERENCE	380.55
Fund 641 - WATER Total:		380.55
Vendor 03683 - WIN INVESTMENTS INC Total:		380.55
Vendor: 10034 - WRIGHT, KIMBERLEY		
Fund: 111 - GENERAL		
CLERK CONFERENCE EXPENSE	SCHOOL & CONFERENCE	120.01
Fund 111 - GENERAL Total:		120.01
Vendor 10034 - WRIGHT, KIMBERLEY Total:		120.01
Vendor: 03379 - ZM LUMBER CO CAPITAL ONE TRADE CREDIT		
Fund: 111 - GENERAL		
GROUND MAINT PARK	GROUNDS MAINTENANCE	33.00
GROUND MAINT PARK	GROUNDS MAINTENANCE	326.04
GROUND MAINT PARK	GROUNDS MAINTENANCE	29.99
GROUND MAINT PARK	GROUNDS MAINTENANCE	45.90
DEPT SUPP PARK	DEPARTMENT SUPPLIES	34.33
DEPT SUPP PARK	DEPARTMENT SUPPLIES	30.97
DEPT SUPP PARK	DEPARTMENT SUPPLIES	14.17
GROUND MAINT PARK	GROUNDS MAINTENANCE	17.70
DEPT SUPP PARK	DEPARTMENT SUPPLIES	1.53
Fund 111 - GENERAL Total:		533.63
Vendor 03379 - ZM LUMBER CO CAPITAL ONE TRADE CREDIT Total:		533.63
Grand Total:		383,803.16

Report Summary

Fund Summary

Fund	Expense Amount	Payment Amount
111 - GENERAL	129,320.04	0.00
212 - TRANSPORTATION	11,276.46	196.32
213 - CEMETERY	1,627.10	0.00
215 - SPECIAL PROJECTS	179.94	0.00
218 - PUBLIC SAFETY	375.00	0.00
224 - ECONOMIC DEVELOPMENT	198.79	0.00
621 - ENVIRONMENTAL SERVICES	13,433.87	0.00
631 - WASTEWATER	16,977.42	0.00
641 - WATER	10,755.09	0.00
661 - STORMWATER	2,304.89	0.00
713 - CASH & INVESTMENT POOL	111,602.65	111,602.65
721 - GIS SERVICES	1.43	0.00
812 - HEALTH INSURANCE	85,750.48	40,615.87
Grand Total:	383,803.16	152,414.84

Account Summary

Account Number	Account Name	Expense Amount	Payment Amount
111-52111-111	DEPARTMENT SUPPLIES	531.85	0.00
111-52111-112	DEPARTMENT SUPPLIES	57.59	0.00
111-52111-113	DEPARTMENT SUPPLIES	29.86	0.00
111-52111-141	DEPARTMENT SUPPLIES	1,228.46	0.00
111-52111-142	DEPARTMENT SUPPLIES	590.71	0.00
111-52111-151	DEPARTMENT SUPPLIES	398.61	0.00
111-52111-171	DEPARTMENT SUPPLIES	1,447.18	0.00
111-52111-172	DEPARTMENT SUPPLIES	48.97	0.00
111-52121-151	JANITORIAL SUPPLIES	241.68	0.00
111-52121-171	JANITORIAL SUPPLIES	60.26	0.00
111-52134-172	SPECIAL EVENTS	95.98	0.00
111-52161-142	FIREARMS RANGE SUPPLI...	17.24	0.00
111-52163-142	INVESTIGATIVE EXPENSES	242.12	0.00
111-52181-141	UNIFORMS & CLOTHING	860.42	0.00
111-52181-142	UNIFORMS & CLOTHING	554.43	0.00
111-52222-151	COLLECTIONS	587.35	0.00
111-52223-151	PROGRAMMING	178.55	0.00
111-52225-151	SUBSCRIPTIONS	1,379.00	0.00
111-52311-141	MEMBERSHIPS	150.00	0.00
111-52311-142	MEMBERSHIPS	190.00	0.00
111-52511-142	GASOLINE	107.63	0.00
111-53111-116	CONTRACTUAL SERVICES	2,516.00	0.00
111-53111-142	CONTRACTUAL SERVICES	7,392.60	0.00
111-53111-151	CONTRACTUAL SERVICES	169.48	0.00
111-53111-171	CONTRACTUAL SERVICES	225.00	0.00
111-53111-172	CONTRACTUAL SERVICES	76,000.00	0.00
111-53421-141	BUILDING MAINTENANCE	291.68	0.00
111-53421-142	BUILDING MAINTENANCE	291.67	0.00
111-53421-151	BUILDING MAINTENANCE	4,561.93	0.00
111-53421-171	BUILDING MAINTENANCE	1,286.84	0.00
111-53421-172	BUILDING MAINTENANCE	446.56	0.00
111-53441-111	EQUIPMENT MAINTENAN...	763.22	0.00
111-53441-142	EQUIPMENT MAINTENAN...	493.16	0.00
111-53441-171	EQUIPMENT MAINTENAN...	8,125.47	0.00
111-53451-141	VEHICLE MAINTENANCE	1,025.40	0.00
111-53451-171	VEHICLE MAINTENANCE	304.97	0.00
111-53471-171	GROUPS MAINTENANCE	546.83	0.00
111-53521-111	HEATING FUEL	359.04	0.00
111-53521-141	HEATING FUEL	284.89	0.00
111-53521-142	HEATING FUEL	387.92	0.00

Account Summary

Account Number	Account Name	Expense Amount	Payment Amount
111-53521-151	HEATING FUEL	392.03	0.00
111-53521-171	HEATING FUEL	96.88	0.00
111-53521-172	HEATING FUEL	171.65	0.00
111-53561-111	PHONE & INTERNET	5.25	0.00
111-53561-112	PHONE & INTERNET	3.73	0.00
111-53561-114	PHONE & INTERNET	3.17	0.00
111-53561-115	PHONE & INTERNET	1.99	0.00
111-53561-121	PHONE & INTERNET	6.02	0.00
111-53561-141	PHONE & INTERNET	11.92	0.00
111-53561-142	PHONE & INTERNET	1,477.14	0.00
111-53561-151	PHONE & INTERNET	18.79	0.00
111-53561-171	PHONE & INTERNET	2.35	0.00
111-53561-172	PHONE & INTERNET	2.35	0.00
111-53571-141	CELLULAR PHONE	322.31	0.00
111-53711-115	SCHOOL & CONFERENCE	398.86	0.00
111-53711-141	SCHOOL & CONFERENCE	142.00	0.00
111-53751-114	COMMUNITY DEVELOPM...	11,751.25	0.00
111-53913-112	RECRUITMENT	41.80	0.00
212-52111-212	DEPARTMENT SUPPLIES	707.13	0.00
212-52171-212	STREET REPAIR SUPPLIES	478.04	0.00
212-52411-212	POSTAGE	13.67	0.00
212-52531-212	OIL & ANTIFREEZE	1,784.97	0.00
212-53111-212	CONTRACTUAL SERVICES	26.78	0.00
212-53421-212	BUILDING MAINTENANCE	70.73	0.00
212-53431-212	ELECTRICAL MAINTENAN...	3,734.10	0.00
212-53441-212	EQUIPMENT MAINTENAN...	578.24	196.32
212-53451-212	VEHICLE MAINTENANCE	1,888.99	0.00
212-53491-212	STREET MAINTENANCE	302.00	0.00
212-53521-212	HEATING FUEL	1,657.71	0.00
212-53561-212	PHONE & INTERNET	9.10	0.00
212-53711-212	SCHOOL & CONFERENCE	25.00	0.00
213-52111-213	DEPARTMENT SUPPLIES	1,300.08	0.00
213-52411-213	POSTAGE	17.03	0.00
213-53441-213	EQUIPMENT MAINTENAN...	308.85	0.00
213-53561-213	PHONE & INTERNET	1.14	0.00
215-52111-142	DEPARTMENT SUPPLIES	179.94	0.00
218-52111-142	DEPARTMENT SUPPLIES	375.00	0.00
224-53561-113	PHONE & INTERNET	1.99	0.00
224-53711-113	SCHOOL & CONFERENCE	196.80	0.00
621-52111-621	DEPARTMENT SUPPLIES	2,082.75	0.00
621-53111-621	CONTRACTUAL SERVICES	279.13	0.00
621-53193-621	DISPOSAL FEES	800.00	0.00
621-53451-621	VEHICLE MAINTENANCE	7,221.11	0.00
621-53521-621	HEATING FUEL	756.49	0.00
621-53561-621	PHONE & INTERNET	5.35	0.00
621-53841-621	VEHICLE INSURANCE	2,289.04	0.00
631-52111-631	DEPARTMENT SUPPLIES	714.50	0.00
631-52311-631	MEMBERSHIPS	200.00	0.00
631-53111-631	CONTRACTUAL SERVICES	400.66	0.00
631-53431-631	ELECTRICAL MAINTENAN...	84.72	0.00
631-53441-631	EQUIPMENT MAINTENAN...	1,369.00	0.00
631-53531-631	ELECTRIC POWER	14,189.65	0.00
631-53561-631	PHONE & INTERNET	1.89	0.00
631-54411-631	EQUIPMENT	17.00	0.00
641-52111-641	DEPARTMENT SUPPLIES	15.50	0.00
641-52117-641	SAMPLES	340.00	0.00
641-52411-641	POSTAGE	651.92	0.00
641-52611-641	CHEMICALS	3,427.48	0.00

Account Summary

Account Number	Account Name	Expense Amount	Payment Amount
641-53111-641	CONTRACTUAL SERVICES	459.95	0.00
641-53521-641	HEATING FUEL	143.71	0.00
641-53531-641	ELECTRIC POWER	5,333.90	0.00
641-53561-641	PHONE & INTERNET	2.08	0.00
641-53711-641	SCHOOL & CONFERENCE	380.55	0.00
661-52111-661	DEPARTMENT SUPPLIES	7.99	0.00
661-53111-661	CONTRACTUAL SERVICES	2,290.00	0.00
661-53441-661	EQUIPMENT MAINTENAN...	3.49	0.00
661-53561-661	PHONE & INTERNET	3.41	0.00
713-21512	MEDICARE W/H EE PAYAB...	8,073.46	8,073.46
713-21513	FICA W/H EE PAYABLE	29,533.80	29,533.80
713-21514	FED W/H EE PAYABLE	25,323.50	25,323.50
713-21524	SMEC EE PAYABLE	164.77	164.77
713-21528	REGULAR RETIRE EE PAY	16,214.25	16,214.25
713-21529	DEFERRED COMP EE PAY	3,328.47	3,328.47
713-21531	RETIRE FIRE EE PAYABLE	7,866.79	7,866.79
713-21533	RETIRE POLICE EE PAY	11,185.54	11,185.54
713-21541	HSA EE PAYABLE	9,912.07	9,912.07
721-53561-721	PHONE & INTERNET	1.43	0.00
812-53861-112	PREMIUM EXPENSE	45,134.61	0.00
812-53862-112	CLAIMS EXPENSE	40,615.87	40,615.87
Grand Total:		383,803.16	152,414.84

Project Account Summary

Project Account Key	Expense Amount	Payment Amount
None	305,946.82	152,414.84
2122852111	179.94	0.00
2147853111	75,000.00	0.00
21852111142	375.00	0.00
6002052111	7.99	0.00
6002053111	2,290.00	0.00
6002053561	3.41	0.00
Grand Total:	383,803.16	152,414.84

4-4-22 UTILITY REFUNDS

Account #	Contact	Service Address	Refund Amount
<u>020-1862-03</u>	JOHN LINTZ	1731 AVE I SCOTTSBLUFF NE 69361	15.62
<u>030-2625-08</u>	DANIELLE PECKHAM	1414 AVE L SCOTTSBLUFF NE 69361	93.58
<u>075-5365-00</u>	21ST CENTURY LAND	615 S BELTLINE HWY E, SUITE D SCOTTSBLUFF NE 69361	229.71
<u>025-5564-01</u>	CAROL & KULDIP SINGH	2002 AVE I SCOTTSBLUFF NE 69361	25.98
4			\$364.89

City of Scottsbluff, Nebraska

Monday, April 4, 2022

Regular Meeting

Item Public Inp1

Council to recognize Jana Bode on her retirement as the Human Resources Director of the City of Scottsbluff.

Staff Contact: City Council

City of Scottsbluff, Nebraska

Monday, April 4, 2022

Regular Meeting

Item Public Inp2

Council to recognize Chris Burbach and Kim Wright for receiving their Certified Municipal Clerk designations.

Staff Contact: City Council

City of Scottsbluff, Nebraska

Monday, April 4, 2022

Regular Meeting

Item Public Inp3

Council to discuss and consider action on a Community Festival Permit for the Downtown Scottsbluff Association at the 18th Street Plaza, including vendors, street closure, and noise permit for the Cinco de Mayo Celebration on May 5th from 5:00-9:00 p.m.

Staff Contact: Starr Lehl, Economic Development Director

**APPLICATION
COMMUNITY FESTIVAL, BUSINESS PROMOTIONAL EVENT, CARNIVAL
PERMIT**

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

1. Downtown Scottsbluff Association – Cinco de Mayo Committee
(name of sponsoring organization)

1926 Broadway, Scottsbluff NE (308) 635-8609
(street) (city) (state) (telephone number)

Mary Ann Shockley (308) 672-4517 Richard Castro (308) 632-3833 Starr Lehl (308) 641-3724
(chairperson responsible for event) (day telephone number)

2. City of Scottsbluff
(name of co-sponsoring organization)

2525 Circle Drive Scottsbluff NE (308) 630-6213
(street) (city) (state) (telephone number)

Starr Lehl (308) 672-2803
(contact person) (day telephone number)

3. Event Information

Cinco de Mayo Celebration
(name of event)

Thursday, May 5th 5:00 p.m. – 9:00 p.m.
(date(s) of event) (time(s) of event)

18th Street Plaza and including Broadway between 17th and 19th Streets (see attached map).
(location of event)

4. Activity Information

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

The Second Annual Cinco de Mayo in Downtown Scottsbluff will include food trucks, bands, the Los Guadalupanos Dancers, Salsa Contest, Car Show, Kids Games, a Mexican Market and adult beverages.

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

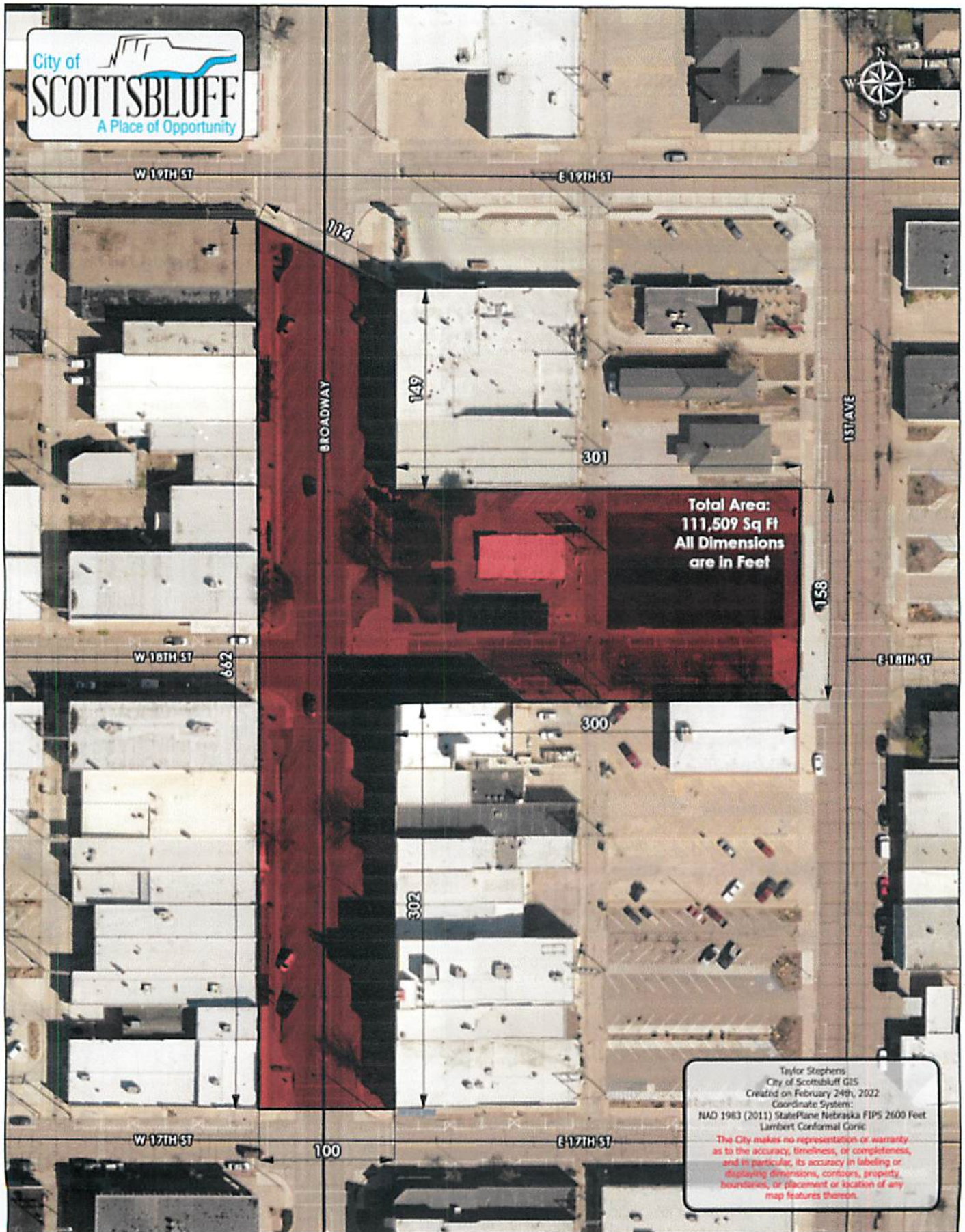
5. Street Closure

We are requesting Broadway between 17th and 19th Streets be closed for the Car Show display and Mexican Market from 3:00 p.m. – 10:00 p.m. This will allow the set-up of the car show and market and time for all cars and vendors to leave the area.

Please note any streets to be closed and the times required for closure

6. Flags/Banners/Signs

No banners or signs planned.





DOWNSCO-01

JSCHANAMAN

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
5/24/2021

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER J.G. Elliott Insurance Center 1110 Circle Drive Scottsbluff, NE 69361	CONTACT Jackline Schanaman NAME: PHONE (A/C, No, Ext): (308) 633-9708 FAX (A/C, No): E-MAIL: jschanaman@jelliott.com ADDRESS: INSURER(S) AFFORDING COVERAGE INSURER A: United States Liability Insurance Company NAIC # 25895 INSURER B: INSURER C: INSURER D: INSURER E: INSURER F:
INSURED Downtown Scottsbluff Association P O Box 28 Scottsbluff, NE 69363	

COVERAGES

CERTIFICATE NUMBER:

REVISION NUMBER:

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDITIONAL SUBROGATION	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	☒ COMMERCIAL GENERAL LIABILITY ☐ CLAIMS-MADE ☒ OCCUR ☒ Addl Ins w/contract GEN'L AGGREGATE LIMIT APPLIES PER: ☒ POLICY ☐ PROJECT ☐ LOC OTHER:	X	NBP1559995A	6/2/2021	6/2/2022	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 100,000 MED EXP (Any one person) \$ 5,000 PERSONAL & ADV INJURY \$ Included GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COM/PROP AGG \$ COMBINED SINGLE LIMIT (Ea accident) \$ BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ EACH OCCURRENCE \$ AGGREGATE \$
	☐ AUTOMOBILE LIABILITY ANY AUTO OWNED AUTOS ONLY ☐ SCHEDULED AUTOS HIRED AUTOS ONLY ☐ NON-OWNED AUTOS ONLY					
	☐ UMBRELLA LIAB ☐ OCCUR ☐ EXCESS LIAB ☐ CLAIMS-MADE DED RETENTIONS					
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N ☐	N/A			PER STATUTE ☐ OTHER ☐ E.L. EACH ACCIDENT \$ E.L. DISEASE - EA EMPLOYEE \$ E.L. DISEASE - POLICY LIMIT \$

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

CERTIFICATE HOLDER

CANCELLATION

City of Scottsbluff
2525 Circle Drive
Scottsbluff, NE 69361

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

Jackie Schanaman

ACORD 25 (2016/03)

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The ACORD name and logo are registered marks of ACORD



Western Surety Company

CONTINUATION CERTIFICATE

Western Surety Company hereby continues in force Bond No. 61320962 briefly described as CITY OF SCOTTSBLUFF,
for DOWNTOWN SCOTTSBLUFF ASSOCIATION,
as Principal,
in the sum of \$ TWO THOUSAND FIVE HUNDRED AND NO/100 Dollars, for the term beginning May 21, 2021, and ending May 21, 2022, subject to all the covenants and conditions of the original bond referred to above.

This continuation is issued upon the express condition that the liability of Western Surety Company under said Bond and this and all continuations thereof shall not be cumulative and shall in no event exceed the total sum above written.

Dated this 19th day of May, 2021.



WESTERN SURETY COMPANY

By

Paul T. Brunat, Vice President

THIS "Continuation Certificate" MUST BE FILED WITH THE ABOVE BOND.

Form 90-A-8-2012

Western Surety Company

POWER OF ATTORNEY

KNOW ALL MEN BY THESE PRESENTS:

That WESTERN SURETY COMPANY, a corporation organized and existing under the laws of the State of South Dakota, and authorized and licensed to do business in the States of Alabama, Alaska, Arizona, Arkansas, California, Colorado, Connecticut, Delaware, District of Columbia, Florida, Georgia, Hawaii, Idaho, Illinois, Indiana, Iowa, Kansas, Kentucky, Louisiana, Maine, Maryland, Massachusetts, Michigan, Minnesota, Mississippi, Missouri, Montana, Nebraska, Nevada, New Hampshire, New Jersey, New Mexico, New York, North Carolina, North Dakota, Ohio, Oklahoma, Oregon, Pennsylvania, Rhode Island, South Carolina, South Dakota, Tennessee, Texas, Utah, Vermont, Virginia, Washington, West Virginia, Wisconsin, Wyoming, and the United States of America, does hereby make, constitute and appoint

Paul T. Bruffat of Sioux Falls,
State of South Dakota, its regularly elected Vice President,
as Attorney-in-Fact, with full power and authority hereby conferred upon him to sign, execute, acknowledge and deliver for and on its behalf as Surety and as its act and deed, the following bond:

One CITY OF SCOTTSBLUFF

bond with bond number 61320962

for DOWNTOWN SCOTTSBLUFF ASSOCIATION

as Principal in the penalty amount not to exceed: \$2,500.00

Western Surety Company further certifies that the following is a true and exact copy of Section 7 of the by-laws of Western Surety Company duly adopted and now in force, to-wit:

Section 7. All bonds, policies, undertakings, Powers of Attorney, or other obligations of the corporation shall be executed in the corporate name of the Company by the President, Secretary, any Assistant Secretary, Treasurer, or any Vice President, or by such other officers as the Board of Directors may authorize. The President, any Vice President, Secretary, any Assistant Secretary, or the Treasurer may appoint Attorneys-in-Fact or agents who shall have authority to issue bonds, policies, or undertakings in the name of the Company. The corporate seal is not necessary for the validity of any bonds, policies, undertakings, Powers of Attorney or other obligations of the corporation. The signature of any such officer and the corporate seal may be printed by facsimile.

In Witness Whereof, the said WESTERN SURETY COMPANY has caused these presents to be executed by its
Vice President Paul T. Bruffat with the corporate seal affixed this 19th day of May, 2021.

ATTEST

L. Nelson
L. Nelson, Assistant Secretary

WESTERN SURETY COMPANY
By Paul T. Bruffat
Paul T. Bruffat, Vice President

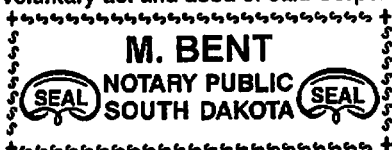
STATE OF SOUTH DAKOTA

COUNTY OF MINNEHAHA

} ss

On this 19th day of May, 2021, before me, a Notary Public, personally appeared
Paul T. Bruffat and L. Nelson

who, being by me duly sworn, acknowledged that they signed the above Power of Attorney as Vice President
and Assistant Secretary, respectively, of the said WESTERN SURETY COMPANY, and acknowledged said instrument to
be the voluntary act and deed of said Corporation.



My Commission Expires March 2, 2026

M. Bent

Notary Public

To validate bond authenticity, go to www.cnasurety.com > Owner/Obligee Services > Validate Bond Coverage.

Form F1975-11-2020

City of Scottsbluff, Nebraska

Monday, April 4, 2022

Regular Meeting

Item Public Inp4

Council to discuss and consider action on a Special Designated Liquor License for BDS3C d/b/a Flyover Brewing Company to serve beer at the Cinco de Mayo Celebration at the 18th Street Plaza on May 5th from 4:00-10:00 p.m.

Staff Contact: Kim Wright, City Clerk

**Special Designated License
Local Recommendation (Form 200)**

Applications must be entered on the portal after local approval – no exceptions
Late applications are non-refundable and will be rejected

BDS3C LLC DBA Flyover Brewing Company

Retail Liquor License Name or *Non-Profit Organization (*Must include Form #201 as Page 2)
1824 Broadway, Scottsbluff, NE. 69361

Retail Liquor License Address or Non-Profit Business Address
122206

Retail License Number or Non-Profit Federal ID #

Consecutive Dates only 5/5/22

Event Date(s): _____

Event Start Time(s): 4 pm _____

Event End Time(s): 10 pm _____

Event End Time(s): _____

Event End Time(s): _____

Event End Time(s): _____

Event End Time(s): _____

Event End Time(s): _____

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Event End Time(s): _____

Event End Time(s): _____

Event End Time(s): _____

Event End Time(s): _____

*Signature Authorized Representative: _____

Printed Name Joseph Margheim

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

*Retail licensee – Must be signed by a member listed on permanent license

*Non-Profit Organization – Must be signed by a Corporate Officer

Local Governing Body completes below:

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

Local Governing Body Authorized Signature

Date

City of Scottsbluff, Nebraska

Monday, April 4, 2022

Regular Meeting

Item Public Inp5

Council to discuss and consider action on a Special Designated Liquor License for P.R.E.S. Inc., d/b/a Rosita's Restaurant to serve beer and distilled spirits at the Cinco de Mayo Celebration at the 18th Street Plaza on May 5th from 5:00-9:00 p.m.

Staff Contact: Kim Wright, City Clerk

**Special Designated License
Local Recommendation (Form 200)**

Applications must be entered on the portal after local approval – no exceptions
Late applications are non-refundable and will be rejected

PRES Inc DBA Rosita's Restaurant
Retail Liquor License Name or *Non-Profit Organization (*Must include Form #201 as Page 2)
1205 E Overland Scottsbluff, Ne 69361
Retail Liquor License Address or Non-Profit Business Address
025711
Retail License Number or Non-Profit Federal ID #

Consecutive Dates only

Event Date(s): 5/5/22

Event Start Time(s): 5:00pm

Event End Time(s): 9:00pm

Alternate Date: -

Alternate Location Building & Address: _____

Event Building Name: Scottsbluff Downtown 18th Street Plaza

Event Street Address/City: 1801 Broadway, Scottsbluff, Ne 69361

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

Outdoor area to be licensed in length & width: 600 X 400 (Diagram Form #109 must be attached)

Type of Event: Cinco De Mayo celebration Estimate # of attendees: 2,000

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

Event Contact Name: Rosemary Florez Event Contact Phone Number: 308-641-0038

Event Contact Email: RosyFlore@gmail.com

*Signature Authorized Representative: [Signature] Printed Name: Rosemary Florez

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

*Retail licensee – Must be signed by a member listed on permanent license

*Non-Profit Organization – Must be signed by a Corporate Officer

Local Governing Body completes below:

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

City of Scottsbluff, Nebraska

Monday, April 4, 2022

Regular Meeting

Item Public Inp6

Council to discuss and consider action on a Special Designated Liquor License for Marez, LLC d/b/a Oasis Nightclub to serve beer, wine, & distilled spirits at the Cinco de Mayo Celebration at 1722 Broadway on May 5th from 4:00-10:00 p.m.

Staff Contact: Kim Wright, City Clerk

**Special Designated License
Local Recommendation (Form 200)**

Applications must be entered on the portal after local approval – no exceptions
Late applications are non-refundable and will be rejected

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

1722 Broadway
Retail Liquor License Address or Non-Profit Business Address

Liquor Lic # 124023
Retail License Number or Non-Profit Federal ID #

Consecutive Dates only

Event Date(s): 5/5/22

Event Start Time(s): 4:00 pm

Event End Time(s): 10:00 pm

Alternate Date: _____

Alternate Location Building & Address: _____

Event Building Name: Oasis Night Club

Event Street Address/City: 1722 Broadway

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

Outdoor area to be licensed in length & width: 662 X 415 (Diagram Form #109 must be attached)

Type of Event: Cinco De Mayo Estimate # of attendees: 500

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

Event Contact Name: Liz & Tony Marz Event Contact Phone Number: 307-532-6386
308-641-0321

Event Contact Email: oasis69361@gmail.com

*Signature Authorized Representative: [Signature] Printed Name Elizabeth A. Johnson ^{Tony Marz}

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

*Retail licensee – Must be signed by a member listed on permanent license

*Non-Profit Organization – Must be signed by a Corporate Officer

Local Governing Body completes below:

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

Local Governing Body Authorized Signature

Date

City of Scottsbluff, Nebraska

Monday, April 4, 2022

Regular Meeting

Item Public Inp7

Council to discuss and consider action on eight Special Designated Liquor Licenses for BDS3C d/b/a Flyover Brewing Company to serve beer at the Bands on Broadway summer event at the 18th Street Plaza on June 9th, 16th, 23rd, 30th, July 7th, 14th, 21st, & 28th; 5:00-10:00 p.m.

Staff Contact: Kim Wright, City Clerk

**Special Designated License
Local Recommendation (Form 200)**

Applications must be entered on the portal after local approval – no exceptions
Late applications are non-refundable and will be rejected

BDS3C LLC DBA Flyover Brewing Company

Retail Liquor License Name or *Non-Profit Organization (*Must include Form #201 as Page 2)
1824 Broadway, Scottsbluff, NE. 69361

Retail Liquor License Address or Non-Profit Business Address
122206

Retail License Number or Non-Profit Federal ID #

Consecutive Dates only 6/9/22

Event Date(s): _____

Event Start Time(s): 5 pm _____

Event End Time(s): 10 pm _____

Event End Time(s): _____

Event End Time(s): _____

Event End Time(s): _____

Event End Time(s): _____

Event End Time(s): _____

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Event End Time(s): _____

Event End Time(s): _____

Event End Time(s): _____

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

*Retail licensee – Must be signed by a member listed on permanent license

*Non-Profit Organization – Must be signed by a Corporate Officer

Local Governing Body completes below:

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

Local Governing Body Authorized Signature

Date

**Special Designated License
Local Recommendation (Form 200)**

Applications must be entered on the portal after local approval – no exceptions
Late applications are non-refundable and will be rejected

BDS3C LLC DBA Flyover Brewing Company

Retail Liquor License Name or *Non-Profit Organization (*Must include Form #201 as Page 2)
1824 Broadway, Scottsbluff, NE. 69361

Retail Liquor License Address or Non-Profit Business Address
122206

Retail License Number or Non-Profit Federal ID #

Consecutive Dates only 6/16/22

Event Date(s): _____

Event Start Time(s): 5 pm _____

Event End Time(s): 10 pm _____

Event End Time(s): _____

Event End Time(s): None _____

Alternate Date: _____

Alternate Date: None _____

Alternate Location Building & Address: _____

Event Building Name: 18th Street Plaza _____

Event Building Name: 18th Street Plaza, Scottsbluff _____

Event Street Address/City: _____

Event Street Address/City: _____

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

Indoor area to be licensed in length & width: 160 X 245 _____

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

Community Concert _____

Type of Event: _____ Estimate # of attendees: 500

Type of Event: _____ Estimate # of attendees: _____

Type of alcohol to be served: Beer ☒ Wine _____ Distilled Spirits _____

(If not marked, you will not be able to serve this type of alcohol)

Joe Margheim _____ 308-225-0275

Event Contact Name: _____ Event Contact Phone Number: _____

joe@flyoverbrewingco.com _____

Event Contact Email: _____

*Signature Authorized Representative: _____ Printed Name Joseph Margheim

I declare that I am the authorized representative of the above named license applicant and that the statements made on this application are true to the

best of my knowledge and belief. I also consent to an investigation of my background including all records of every kind including police records. I agree

to waive any rights or causes of action against the Nebraska Liquor Control Commission, the Nebraska State Patrol or any other individual releasing

said information to the Liquor Control Commission or the Nebraska State Patrol. I further declare that the license applied for will not be used by any

other person, group, organization or corporation for profit or not for profit and that the event will be supervised by persons directly responsible to the

holder of this Special Designated License.

*Retail licensee – Must be signed by a member listed on permanent license

*Non-Profit Organization – Must be signed by a Corporate Officer

Local Governing Body completes below:

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

Local Governing Body Authorized Signature _____

Date _____

**Special Designated License
Local Recommendation (Form 200)**

Applications must be entered on the portal after local approval – no exceptions
Late applications are non-refundable and will be rejected

BDS3C LLC DBA Flyover Brewing Company

Retail Liquor License Name or *Non-Profit Organization (*Must include Form #201 as Page 2)
1824 Broadway, Scottsbluff, NE. 69361

Retail Liquor License Address or Non-Profit Business Address
122206

Retail License Number or Non-Profit Federal ID #

Consecutive Dates only 6/23/22

Event Date(s): _____

Event Start Time(s): 5 pm _____

Event End Time(s): 10 pm _____

Event End Time(s): None _____

Alternate Date: _____

Alternate Location Building & Address: None _____

Event Building Name: 18th Street Plaza _____

Event Street Address/City: 18th Street Plaza, Scottsbluff _____

Indoor area to be licensed in length & width: _____ X _____
160 245

Outdoor area to be licensed in length & width: _____ X _____ (Diagram Form #109 must be attached)
Community Concert 500

Type of Event: _____ Estimate # of attendees: _____

Type of alcohol to be served: ☒ Beer _____ ☐ Wine _____ ☐ Distilled Spirits _____
(If not marked, you will not be able to serve this type of alcohol)

Event Contact Name: Joe Margheim _____ Event Contact Phone Number: 308-225-0275 _____

Event Contact Email: joe@flyoverbrewingco.com _____

*Signature Authorized Representative: _____ Printed Name Joseph Margheim

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

*Retail licensee – Must be signed by a member listed on permanent license

*Non-Profit Organization – Must be signed by a Corporate Officer

Local Governing Body completes below:

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

Local Governing Body Authorized Signature

Date

**Special Designated License
Local Recommendation (Form 200)**

Late applications are non-refundable and will be rejected

BDS3C LLC DBA Flyover Brewing Company

1824 Broadway, Scottsbluff, NE. 69361

122206

Retail License Number or Non-Profit Federal ID #

Consecutive Dates only 6/30/22

Event Date(s): _____

5 pm

Event Start Time(s): _____

10 pm

Event End Time(s): _____

None

Alternate Date: _____

None

Alternate Location Building & Address: _____

18th Street Plaza

Event Building Name: _____

18th Street Plaza, Scottsbluff

Event Street Address/City: _____

Indoor area to be licensed in length & width: $\frac{\quad}{100} \times \frac{\quad}{245}$

160 245

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

Community Concert	500
-------------------	-----

Type of Event: _____ Estimate # of attendees: _____

Temperature, °C	Pressure, mm Hg	Wt.-%	Distillate, g
100	0.5	100	0.0
110	0.5	100	0.0
120	0.5	100	0.0
130	0.5	100	0.0
140	0.5	100	0.0
150	0.5	100	0.0
160	0.5	100	0.0
170	0.5	100	0.0
180	0.5	100	0.0
190	0.5	100	0.0
200	0.5	100	0.0
210	0.5	100	0.0
220	0.5	100	0.0
230	0.5	100	0.0
240	0.5	100	0.0
250	0.5	100	0.0
260	0.5	100	0.0
270	0.5	100	0.0
280	0.5	100	0.0
290	0.5	100	0.0
300	0.5	100	0.0
310	0.5	100	0.0
320	0.5	100	0.0
330	0.5	100	0.0
340	0.5	100	0.0
350	0.5	100	0.0
360	0.5	100	0.0
370	0.5	100	0.0
380	0.5	100	0.0
390	0.5	100	0.0
400	0.5	100	0.0
410	0.5	100	0.0
420	0.5	100	0.0
430	0.5	100	0.0
440	0.5	100	0.0
450	0.5	100	0.0
460	0.5	100	0.0
470	0.5	100	0.0
480	0.5	100	0.0
490	0.5	100	0.0
500	0.5	100	0.0
510	0.5	100	0.0
520	0.5	100	0.0
530	0.5	100	0.0
540	0.5	100	0.0
550	0.5	100	0.0
560	0.5	100	0.0
570	0.5	100	0.0
580	0.5	100	0.0
590	0.5	100	0.0
600	0.5	100	0.0
610	0.5	100	0.0
620	0.5	100	0.0
630	0.5	100	0.0
640	0.5	100	0.0
650	0.5	100	0.0
660	0.5	100	0.0
670	0.5	100	0.0
680	0.5	100	0.0
690	0.5	100	0.0
700	0.5	100	0.0
710	0.5	100	0.0
720	0.5	100	0.0
730	0.5	100	0.0
740	0.5	100	0.0
750	0.5	100	0.0
760	0.5	100	0.0
770	0.5	100	0.0
780	0.5	100	0.0
790	0.5	100	0.0
800	0.5	100	0.0
810	0.5	100	0.0
820	0.5	100	0.0
830	0.5	100	0.0
840	0.5	100	0.0
850	0.5	100	0.0
860	0.5	100	0.0
870	0.5	100	0.0
880	0.5	100	0.0
890	0.5	100	0.0
900	0.5	100	0.0
910	0.5	100	0.0
920	0.5	100	0.0
930	0.5	100	0.0
940	0.5	100	0.0
950	0.5	100	0.0
960	0.5	100	0.0
970	0.5	100	0.0
980	0.5	100	0.0
990	0.5	100	0.0
1000	0.5	100	0.0

Type of alcohol to be served: Beer _____ Wine _____ Distilled Spirits _____
(If not served, please check this box) ☐

(If not marked, you will not be able to serve this type of alcohol)

Joe Margheim 308-225-0275

Event Contact Name: _____ Event Contact Phone Number: _____

Joe@flyoverbrewingco.com

Event Contact Email: _____

*Signature: Anthony D. [Signature] Printed Name: Anthony D. [Signature]

*Signature Authorized Representative: [Signature] Printed Name Joseph A. [Signature]

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

***Retail licensee – Must be signed by a member listed on permanent license**

***Non-Profit Organization – Must be signed by a Corporate Officer**

Local Governing Body completes below:

the issuance of a Special Designated License as requested above. (Only one should be written above)

Local Governing Body Authorized Signature

Date _____

**Special Designated License
Local Recommendation (Form 200)**

Applications must be entered on the portal after local approval – no exceptions
Late applications are non-refundable and will be rejected

BDS3C LLC DBA Flyover Brewing Company

Retail Liquor License Name or *Non-Profit Organization (*Must include Form #201 as Page 2)
1824 Broadway, Scottsbluff, NE. 69361

Retail Liquor License Address or Non-Profit Business Address
122206

Retail License Number or Non-Profit Federal ID #

Consecutive Dates only 7/7/22

Event Date(s):

Event Start Time(s): 5 pm

Event End Time(s): 10 pm

Event End Time(s): None

Alternate Date:

Alternate Location Building & Address: None

Event Building Name: 18th Street Plaza

Event Street Address/City: 18th Street Plaza, Scottsbluff

Event Street Address/City:

Indoor area to be licensed in length & width: ☒ 160 245

Outdoor area to be licensed in length & width: ☐ X (Diagram Form #109 must be attached)
Community Concert 500

Type of Event: Estimate # of attendees:

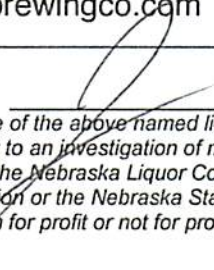
Type of alcohol to be served: ☒ Beer ☐ Wine ☐ Distilled Spirits
(If not marked, you will not be able to serve this type of alcohol)

Joe Margheim 308-225-0275

Event Contact Name: Event Contact Phone Number:

Event Contact Email: joe@flyoverbrewingco.com

Event Contact Email:

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

*Retail licensee – Must be signed by a member listed on permanent license

*Non-Profit Organization – Must be signed by a Corporate Officer

Local Governing Body completes below:

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

Local Governing Body Authorized Signature

Date

**Special Designated License
Local Recommendation (Form 200)**

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BDS3C LLC DBA Flyover Brewing Company

Retail Liquor License Name or *Non-Profit Organization (*Must include Form #201 as Page 2)
1824 Broadway, Scottsbluff, NE. 69361

Retail Liquor License Address or Non-Profit Business Address
122206

Retail License Number or Non-Profit Federal ID #

Consecutive Dates only 7/14/22

Event Date(s): _____

Event Start Time(s): 5 pm _____

Event End Time(s): 10 pm _____

Event End Time(s): _____

Event End Time(s): _____

Event End Time(s): _____

Alternate Date: _____

Alternate Location Building & Address: _____

Event Building Name: 18th Street Plaza

Event Building Name: _____

Event Street Address/City: 18th Street Plaza, Scottsbluff

Event Street Address/City: _____

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

Indoor area to be licensed in length & width: 160 X 245

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

Community Concert 500

Type of Event: _____ Estimate # of attendees: _____

Type of alcohol to be served: _____

Type of alcohol to be served: Beer ☒ Wine _____ Distilled Spirits _____

(If not marked, you will not be able to serve this type of alcohol)

Joe Margheim 308-225-0275

Event Contact Name: _____ Event Contact Phone Number: _____

joe@flyoverbrewingco.com

Event Contact Email: _____

*Signature Authorized Representative: _____ Printed Name Joseph Margheim

I declare that I am the authorized representative of the above named license applicant and that the statements made on this application are true to the

best of my knowledge and belief. I also consent to an investigation of my background including all records of every kind including police records. I agree

to waive any rights or causes of action against the Nebraska Liquor Control Commission, the Nebraska State Patrol or any other individual releasing

said information to the Liquor Control Commission or the Nebraska State Patrol. I further declare that the license applied for will not be used by any

other person, group, organization or corporation for profit or not for profit and that the event will be supervised by persons directly responsible to the

holder of this Special Designated License

*Retail licensee – Must be signed by a member listed on permanent license

*Non-Profit Organization – Must be signed by a Corporate Officer

Local Governing Body completes below:

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

Local Governing Body Authorized Signature _____ Date _____

**Special Designated License
Local Recommendation (Form 200)**

Applications must be entered on the portal after local approval – no exceptions
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BDS3C LLC DBA Flyover Brewing Company

Retail Liquor License Name or *Non-Profit Organization (*Must include Form #201 as Page 2)
1824 Broadway, Scottsbluff, NE. 69361

Retail Liquor License Address or Non-Profit Business Address
122206

Retail License Number or Non-Profit Federal ID #

Consecutive Dates only 7/21/22

Event Date(s): _____

Event Start Time(s): 5 pm _____

Event End Time(s): 10 pm _____

Event End Time(s): _____

Event End Time(s): _____

Event End Time(s): _____

Event End Time(s): _____

Event End Time(s): _____

Event End Time(s): _____

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Event End Time(s): _____

Event End Time(s): _____

Event End Time(s): _____

Event End Time(s): _____

Event End Time(s): _____

Event End Time(s): _____

*Signature Authorized Representative: _____

Printed Name Joseph Margheim

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

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*Non-Profit Organization – Must be signed by a Corporate Officer

Local Governing Body completes below:

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

Local Governing Body Authorized Signature

Date

**Special Designated License
Local Recommendation (Form 200)**

Applications must be entered on the portal after local approval – no exceptions
Late applications are non-refundable and will be rejected

BDS3C LLC DBA Flyover Brewing Company

Retail Liquor License Name or *Non-Profit Organization (*Must include Form #201 as Page 2)
1824 Broadway, Scottsbluff, NE. 69361

Retail Liquor License Address or Non-Profit Business Address
122206

Retail License Number or Non-Profit Federal ID #

Consecutive Dates only 7/28/22

Event Date(s): _____

Event Start Time(s): 5 pm _____

Event End Time(s): 10 pm _____

Event End Time(s): _____

None

Alternate Date: _____

None

Alternate Location Building & Address: _____

18th Street Plaza

Event Building Name: _____

18th Street Plaza, Scottsbluff

Event Street Address/City: _____

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

160 245

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

Community Concert 500

Type of Event: _____ Estimate # of attendees: _____

X

Type of alcohol to be served: Beer _____ Wine _____ Distilled Spirits _____

(If not marked, you will not be able to serve this type of alcohol)

Joe Margheim 308-225-0275

Event Contact Name: _____ Event Contact Phone Number: _____

joe@flyoverbrewingco.com

Event Contact Email: _____

*Signature Authorized Representative: _____ Printed Name Joseph Margheim

I declare that I am the authorized representative of the above named license applicant and that the statements made on this application are true to the

best of my knowledge and belief. I also consent to an investigation of my background including all records of every kind including police records. I agree

to waive my rights or causes of action against the Nebraska Liquor Control Commission, the Nebraska State Patrol or any other individual releasing

said information to the Liquor Control Commission or the Nebraska State Patrol. I further declare that the license applied for will not be used by any

other person, group, organization or corporation for profit or not for profit and that the event will be supervised by persons directly responsible to the

holder of this Special Designated License.

*Retail licensee – Must be signed by a member listed on permanent license

*Non-Profit Organization – Must be signed by a Corporate Officer

Local Governing Body completes below:

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

Local Governing Body Authorized Signature _____ Date _____

City of Scottsbluff, Nebraska

Monday, April 4, 2022

Regular Meeting

Item Public Inp8

Council to discuss and consider action on a Special Designated Liquor License for BDS3C d/b/a Flyover Brewing Company to serve beer at the Robidoux Rendezvous Bike Race Check In at the 18th Street Plaza on June 24th from 8:00 a.m. to 10:00 p.m.

Staff Contact: Kim Wright, City Clerk

**Special Designated License
Local Recommendation (Form 200)**

Applications must be entered on the portal after local approval – no exceptions
Late applications are non-refundable and will be rejected

BDS3C LLC DBA Flyover Brewing Company

Retail Liquor License Name or *Non-Profit Organization (*Must include Form #201 as Page 2)
1824 Broadway, Scottsbluff, NE. 69361

Retail Liquor License Address or Non-Profit Business Address
122206

Retail License Number or Non-Profit Federal ID #

Consecutive Dates only 6/24/22

Event Date(s):

8 am

Event Start Time(s):

10 pm

Event End Time(s):

None

Alternate Date:

None

Alternate Location Building & Address:

18th Street Plaza

Event Building Name:

18th Street Plaza, Scottsbluff

Event Street Address/City:

Indoor area to be licensed in length & width: 160 X 245

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

Bike Race Check in

800

Type of Event: Estimate # of attendees:

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

(If not marked, you will not be able to serve this type of alcohol)

Joe Margheim

308-225-0275

Event Contact Name: Event Contact Phone Number:

joe@flyoverbrewingco.com

Event Contact Email:

*Signature Authorized Representative:

Printed Name

Joseph Margheim

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

*Retail licensee – Must be signed by a member listed on permanent license

*Non-Profit Organization – Must be signed by a Corporate Officer

Local Governing Body completes below:

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

Local Governing Body Authorized Signature

Date

City of Scottsbluff, Nebraska

Monday, April 4, 2022

Regular Meeting

Item Public Inp9

Council to discuss and consider action on a request for a sponsorship commitment from Scottsbluff-Gering Boys State Golf Championships Host Committee for the Class B Boys State Golf Championships held in Scottsbluff/Gering.

Staff Contact: Kevin Spencer & Liz Loutzenhiser, Interim City Man



REQUEST FOR FUTURE AGENDA ITEM

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

Dave Hoxworth - Director of Athletics at Scottsbluff High School and Chairman of State Golf Host Committee and Karla Niedan-Streeks, Director of Tourism-City of Gering and Committee Member.

Name: _____

Address: Dave - 313 East 27th Street - Scottsbluff - Karla - 1050 M Street - Gering

Telephone #: Karla - 308-436-6886 - Dave - 308-635-6230

Date of Request: April 4, 2022

Description of Requested Topic: _____

Representing the State Golf Championships Host Committee, Chairman Dave Hoxworth and

Karla Niedan-Streeks are coming to the Council to talk about May 24-25, 2022 as the first year of

hosting Class B Boy's State Golf Championships in Scottsbluff-Gering. Previously, City of Scottsbluff

awarded \$6,000 in support for Girls State Golf Championships; \$2,000 for each year of 2020, 2021

and 2022. At that time; Council asked if the host committee would be coming back to request

support for the second bid awarded to Scottsbluff-Gering by NSAA for the Boy's Championships;

this request is what we are coming to discuss with members of Council on April 4th.

City of Scottsbluff, Nebraska

Monday, April 4, 2022

Regular Meeting

Item Public Inp10

Council to receive a presentation from Karla Niedan-Streeks regarding the 2022 Destination Western Nebraska Travel Guide and the marketing efforts of Western Nebraska Tourism Coalition.

Staff Contact: Starr Lehl, Economic Development Director



REQUEST FOR FUTURE AGENDA ITEM

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

Karla Niedan-Streeks, Director of Tourism-City of Gering and Secretary of the Western Nebraska Tourism Coalition (WNTC)

Name: _____

Address: 1050 M Street - Gering, NE 69341

Telephone #: 308-436-6886

Date of Request: April 4, 2022

Description of Requested Topic: As a member of the Executive Committee of the

Western Nebraska Tourism Coalition; a 20-county regional tourism collaboration, I will be

sharing with Council the new 2022 Destination Western Nebraska Travel Guide that was

published in January and talk briefly about this marketing tool and the general collaborative

marketing efforts of the Coalition to promote Scottsbluff-Gering and all 20 counties in

Western Nebraska. I will bring copies of the new publication for each member of Council.

City of Scottsbluff, Nebraska

Monday, April 4, 2022

Regular Meeting

Item Subdiv.1

Council to discuss and consider action on an application for the creation of an Agricultural Estate Dwelling Site from Jeff Kilthau, President of LRK Farms, Inc. for property located at 90880 CR 20, Scottsbluff, NE and authorize the Mayor to sign the Certificate.

Staff Contact: Zachary Glaubius, Planning Administrator

CITY OF SCOTTSBLUFF
Agricultural Estate Dwelling Site Application
Agricultural – ET Zoning District

On the __18__ day of _February._, 2022, __ LRK Farms, Inc _____ (being the record title owner of the real estate described in paragraphs 1 and 3 below), has caused to be made an application to the City of Scottsbluff, Scotts Bluff County for an exception to Agriculture (A-ET) District zoning, for an Agricultural Estate Dwelling Site subject to all provisions of Part 13 Ag. District, specifically 25-3-19. 1-13, of the Zoning Regulations, as follows:

1. **LEGAL DESCRIPTION OF TRACT TO BE SEPARATED:** (An accurate survey, properly identifying the tract to be set out, must accompany this application):

SEE ATTACHED

2. **SIZE (ACREAGE) IN ABOVE DESCRIBED TRACT TO BE SEPARATED:**

16+- Acres

3. **LEGAL DESCRIPTION OF BALANCE OF LAND WHICH IS TO BE RESERVED:**

See Attached

4. **SIZE (ACREAGE) IN ABOVE DESCRIBED TRACT TO BE RESERVED:**

104.21+- Acres

5. **INTENT** (Must have one or more of the following; each should be specifically described):
 - a. An existing farmstead site (describe previous use) __Existing Farm Building with the intent to build a house on this parcel_____

- b. A conveyance to a farm-ranch owner's relative (set out the names of the relatives and relationship to the owner):

- c. A conveyance to a farm-ranch owner, to be used for dwelling purposes for that farm-ranch owner: X

- d. Marginal usage land (describe completely as to the reason such land is "marginal use"):

6. **ACCESS TO PUBLIC ROAD** (Describe access: Must have a minimum width of 150 feet on an existing dedicated public road; or if an interior section type, there must be an access road of at least 25 feet in width. Also, access roads on the dedicated public road must be: 509.30' ON THE EAST LINE)

7. **PRELIMINARY PLAN REQUIREMENTS** (Following procedures in Scottsbluff Municipal Code Book of the City of Scottsbluff Subdivision Regulations, as required by the City of Scottsbluff Development Services Department):

8. **REQUIREMENT**: Before any action can be taken, applicant shall submit a receipt from the Scotts Bluff County Treasurer's Office showing that the current property taxes have been paid.
9. **NOTE**: Assuming that the City of Scottsbluff Planning Commission and City Council approve the referenced application for the creation of an Agricultural Estate Dwelling Site, then the applicant herein is required to have recorded for public record, at the direction of the City of Scottsbluff City Council, a "CERTIFICATE", which sets out the action taken by the Commission and Council (at the cost of the applicant). Furthermore, there shall be a clear understanding that as to the referenced legal description (paragraph 3, above), a request for an Agricultural Estate Dwelling Site shall be granted ONE TIME ONLY, so as to carry out the intent as expressed in Section 25-3-19.1 of the Scottsbluff Municipal Code

Zoning Regulations. Furthermore, in the event that the Agricultural Estate Dwelling Site is no longer actually used for the purpose in existence upon giving of such approval, then it is understood that the approval granted by the City Council shall be automatically revoked.

Owner Name: LRK FARMS INC.

Address: 90880 CR 20

City/State: SCOTTSBLUFF, NE 69361

Phone #'s: 308-631-5229

Email: bigdogfarms@gmail.com

Signature: LRK Farms Inc. By Jeff Kitchman Pres.

Ag-Estate Address: 90880 CR 20

City/State: SCOTTSBLUFF, NE 69361

City of Scottsbluff, Development Services

Zachary Glasius

RECEIVED: Date 3-2-2022 Receipt # 00273573

CITY OF SCOTTSBLUFF - CITY COUNCIL

The City of Scottsbluff Council, having received and reviewed the application of:

FOR AN EXCEPTION TO Agriculture (A) District Zoning for an Agricultural Estate Dwelling Site (Part 25-3-19.1-13 of the Scottsbluff Municipal Code Zoning Regulations) and having taken said application and request into consideration on the _____ day of _____, 20 ____ and then having heard comments and testimony thereon do hereby:

Approve: _____

Disapprove: _____

the request as stated.

COMMENTS:

Dated this _____ day of _____, 20 ____

CITY OF SCOTTSBLUFF
CITY COUNCIL

ATTEST:

MAYOR

CITY CLERK

CITY OF SCOTTSBLUFF - PLANNING COMMISSION

Legal Description

A Tract of land situated in the Southeast Quarter of Section 16, Township 22 North, Range 55 West of the 6th P.M., Scotts Bluff County, Nebraska, more particularly described as follows:

Commencing at the Southeast Corner of Section 16, thence westerly on the south line of Section 16, on an assumed bearing of N88°02'06"W, a distance of 60.00 feet, to the point of intersection with the west right of way line of Highway 92, thence northerly on said right of way line, bearing N01°55'07"E, a distance of 306.04 feet, thence bearing N44°17'47"W, a distance of 27.88 feet, to the Point of Beginning, thence northerly on the west right of way line of Highway 92 as described in Instrument 2009-3180, bearing N00°53'30"E, a distance of 509.14 feet, thence westerly on said right of way line, bearing N75°21'14"W, a distance of 100.04 feet, thence bearing N89°09'21"W, a distance of 2074.09 feet, to the point of intersection with the centerline of Winters Creek Canal, as surveyed, and the point of intersection with a non-tangent curve to the right, said curve having a central angle of 12°56'19", a radius of 983.60, a chord bearing of S51°53'18"E, and a chord length of 221.64 feet, thence southeasterly on the arc of said curve and surveyed centerline, a distance of 222.11 feet, thence bearing S41°38'21"E, on said centerline, a distance of 150.48 feet, thence bearing S38°09'09"E, on said centerline, a distance of 204.05 feet, to the point of intersection with a tangent curve to the left, said curve having a central angle of 71°09'39", a radius of 124.03 feet, a chord bearing of S73°43'58"E and a chord length of 144.33 feet, thence easterly on the arc of said curve and said centerline, a distance of 154.04 feet, thence bearing N70°41'12"E, on said centerline, a distance of 113.81 feet, thence bearing N76°00'01"E, on said centerline, a distance of 201.65 feet, to the point of intersection with a tangent curve to the right, said curve having a central angle of 22°41'26", a radius of 767.89 feet, a chord bearing of N87°20'44"E, and a chord length of 302.12 feet, thence southeasterly on the arc of said curve and surveyed centerline, a distance of 304.10 feet, thence bearing S81°18'33"E, on said centerline, a distance of 150.15 feet, thence bearing N87°07'39"E, on said centerline, a distance of 54.86 feet, thence bearing N78°45'43"E, on said centerline, a distance of 187.93 feet, thence bearing N67°44'35"E, on said centerline, a distance of 35.82 feet, thence bearing N45°07'36"E, on said centerline, a distance of 63.67 feet, thence bearing N49°23'38"E, on said centerline, a distance of 61.70 feet, to the point of intersection with a tangent curve to the right, said curve having a central angle of 93°02'24", a radius of 72.07 feet, a chord bearing of S84°05'10"E, and a chord length of 104.59 feet, thence southeasterly on the arc of said curve and surveyed centerline, a distance of 117.03 feet, thence bearing S37°33'59"E, on said centerline, a distance of 69.39 feet, thence bearing S28°06'19"E, on said centerline, a distance of 61.22 feet, thence bearing S43°52'46"E, on said centerline, a distance of 45.01 feet, thence bearing S69°40'57"E, on said centerline, a distance of 96.83 feet, thence bearing S56°41'40"E, on said centerline, a distance of 194.82 feet, thence bearing S50°47'22"E, on said centerline, a distance of 59.67 feet, Point of Beginning, containing 16.00 Acres, more or less.

LEGAL DESCRIPTION

A Tract of land situated in the Southeast Quarter of Section 16, Township 22 North, Range 55 West of the 6th P.M., Scotts Bluff County, Nebraska, more particularly described as follows:

Commencing at the Southeast Corner of Section 16, thence westerly on the south line of Section 16, on an assumed bearing of N88°02'06"W, a distance of 60.00 feet, to the point of intersection with the west right of way line of Highway 71 as described in Instrument 2009-3180, thence northerly on said right of way line, bearing N01°55'07"E, a distance of 306.04 feet, thence bearing N44°17'47"W, on said right of way line, a distance of 27.88 feet, thence northerly on said right of way line, bearing N00°53'30"E, a distance of 509.14 feet, thence westerly on said right of way line, bearing N75°21'14"W, a distance of 100.04 feet, to the Point of Beginning, thence northerly on a non-tangent curve to the right, said curve having a radius of 170.00 feet, a central angle of 98°22'52", a chord bearing of N21°55'25"W, and a chord length of 257.34, thence northerly on the arc of said curve and said west highway right of way line, a distance of 291.90 feet, thence northerly on said right of way line, bearing N33°42'34"E, a distance of 172.81 feet, thence northerly on said right of way line, bearing N13°15'19"E, a distance of 276.58 feet, thence northerly on said right of way line, bearing N08°18'05"E, a distance of 313.76 feet, thence northerly on said right of way line, bearing N07°41'47"E, a distance of 502.32 feet, to the point of intersection with the west 60 foot highway right of way line, thence northerly on said west line, bearing N01°55'07"E, a distance of 327.29 feet, to the point of intersection with the north line of the southeast Quarter of Section 16, thence westerly on said north line, bearing N88°04'35"W, a distance of 2598.90 feet, to the center of Section 16, thence southerly on the west line of the southeast quarter of section 16, bearing S02°05'14"W, a distance of 1694.89 feet, to the point of intersection with the centerline of Winters Creek Canal, as surveyed, thence southeasterly on said centerline, bearing S79°53'43"E, a distance of 114.40 feet, thence southeasterly on said centerline, bearing S75°42'37"E, a distance of 102.19 feet, thence southeasterly on said centerline, bearing S63°46'40"E, a distance of 110.19 feet, thence southeasterly on said centerline, bearing S57°32'12"E, a distance of 104.31 feet, thence bearing S89°09'21"E, a distance of 2074.09 feet, to the Point of Beginning, said Tract containing an area of 104.21 Acres, more or less.

SURVEYOR'S CERTIFICATE

I, Dennis P. Sullivan, a Nebraska Registered Land Surveyor, hereby certify I, or under my direct supervision, have surveyed a Tract of land situated in the Southeast Quarter of Section 16, Township 22 North, Range 55 West of the 6th P.M., Scotts Bluff County, Nebraska, more particularly described as follows:

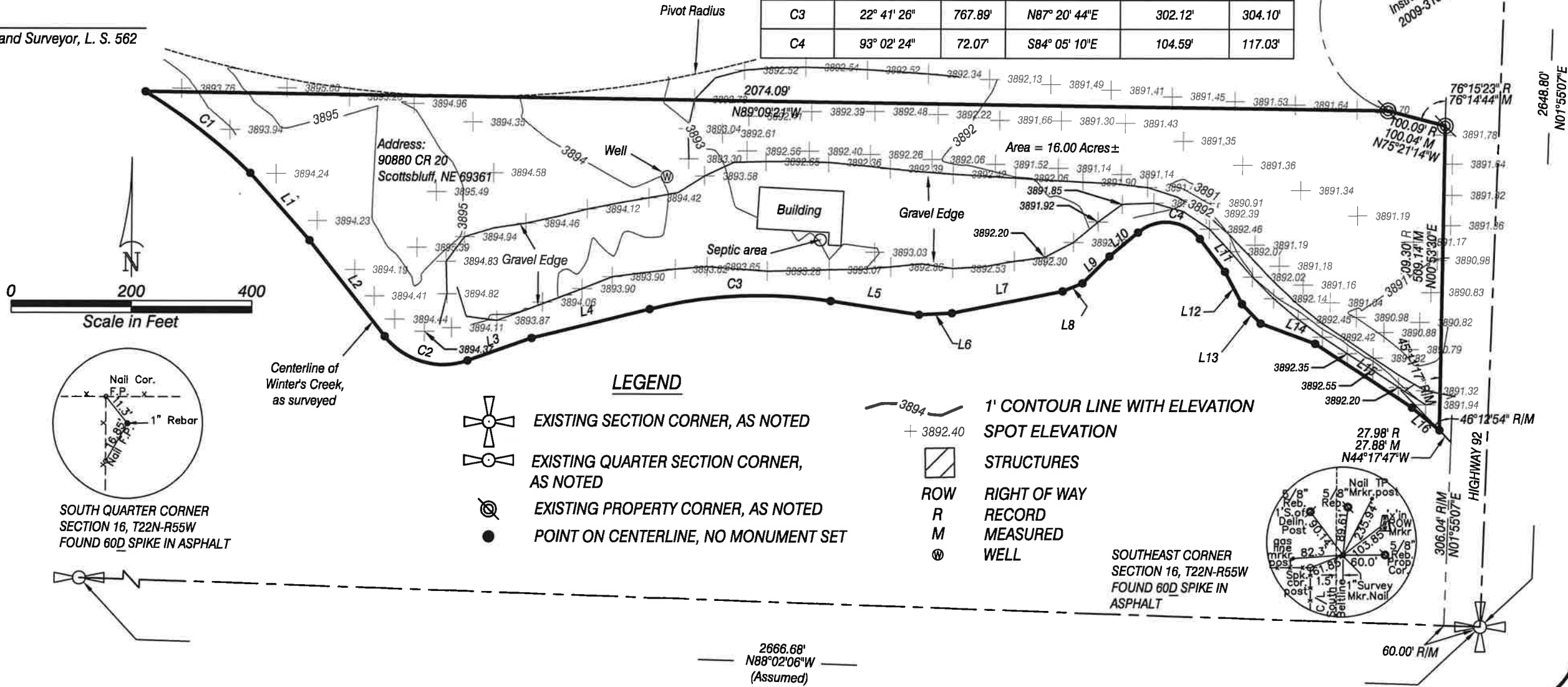
Commencing at the Southeast Corner of Section 16, thence westerly on the south line of Section 16, on an assumed bearing of N88°02'06"W, a distance of 60.00 feet, to the point of intersection with the west right of way line of Highway 92, thence northerly on said right of way line, bearing N01°55'07"E, a distance of 306.04 feet, thence bearing N44°17'47"W, a distance of 27.88 feet, to the Point of Beginning, thence northerly on the west right of way line of Highway 92 as described in Instrument 2009-3180, bearing N00°53'30"E, a distance of 509.14 feet, thence westerly on said right of way line, bearing N75°21'14"W, a distance of 100.04 feet, thence bearing N89°09'21"W, a distance of 2074.09 feet, to the point of intersection with the centerline of Winters Creek, as surveyed, and the point of intersection with a non-tangent curve to the right, said curve having a central angle of 12°56'19", a radius of 983.60, a chord bearing of S51°53'18"E, and a chord length of 221.64 feet, thence southeasterly on the arc of said curve and surveyed centerline, a distance of 222.11 feet, thence bearing S41°38'21"E, on said centerline, a distance of 150.48 feet, thence bearing S38°09'09"E, on said centerline, a distance of 204.05 feet, to the point of intersection with a tangent curve to the left, said curve having a central angle of 71°09'39", a radius of 124.03 feet, a chord bearing of S73°43'58"E and a chord length of 144.33 feet, thence easterly on the arc of said curve and said centerline, a distance of 154.04 feet, thence bearing N70°41'12"E, on said centerline, a distance of 113.81 feet, thence bearing N76°00'01"E, on said centerline, a distance of 201.65 feet, to the point of intersection with a tangent curve to the right, said curve having a central angle of 22°41'26", a radius of 767.89 feet, a chord bearing of N87°20'44"E, and a chord length of 302.12 feet, thence southeasterly on the arc of said curve and surveyed centerline, a distance of 304.10 feet, thence bearing S81°18'33"E, on said centerline, a distance of 150.15 feet, thence bearing N87°07'39"E, on said centerline, a distance of 54.86 feet, thence bearing N78°45'43"E, on said centerline, a distance of 187.93 feet, thence bearing N67°44'35"E, on said centerline, a distance of 35.82 feet, thence bearing N45°07'36"E, on said centerline, a distance of 63.67 feet, thence bearing N49°23'38"E, on said centerline, a distance of 61.70 feet, to the point of intersection with a tangent curve to the right, said curve having a central angle of 93°02'24", a radius of 72.07 feet, a chord bearing of S84°05'10"E, and a chord length of 104.59 feet, thence southeasterly on the arc of said curve and surveyed centerline, a distance of 117.03 feet, thence bearing S37°33'59"E, on said centerline, a distance of 69.39 feet, thence bearing S28°06'19"E, on said centerline, a distance of 61.22 feet, thence bearing S43°52'46"E, on said centerline, a distance of 45.01 feet, thence bearing S69°40'57"E, on said centerline, a distance of 96.83 feet, thence bearing S56°41'40"E, on said centerline, a distance of 194.82 feet, thence bearing S50°47'22"E, on said centerline, a distance of 59.67 feet, Point of Beginning, containing 16.00 Acres, more or less.

That the accompanying plat is a true delineation of said survey drawn to a scale of 200 feet to the inch.
That all dimensions are in feet and decimals. That all corners found or set are marked as shown.

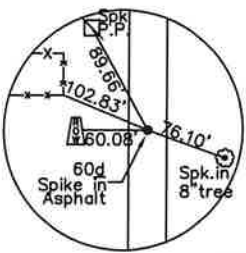
WITNESS MY HAND AND SEAL this _____ day of _____, 2022.
FOR THE FIRM OF M. C. SCHAFF AND ASSOCIATES, INC.

Dennis P. Sullivan, Nebraska Registered Land Surveyor, L. S. 562

Line Table		
Line #	Bearing	Length
L1	S41° 38' 21"E	150.48'
L2	S38° 09' 09"E	204.05'
L3	N70° 41' 12"E	113.81'
L4	N76° 00' 01"E	201.65'
L5	S81° 18' 33"E	150.15'
L6	N87° 07' 39"E	54.86'
L7	N78° 45' 43"E	187.93'
L8	N67° 44' 35"E	35.82'
L9	N45° 07' 36"E	63.67'
L10	N49° 23' 38"E	61.70'
L11	S37° 33' 59"E	69.39'
L12	S28° 06' 19"E	61.22'
L13	S43° 52' 46"E	45.01'
L14	S69° 40' 57"E	96.83'
L15	S56° 41' 40"E	194.82'
L16	S50° 47' 22"E	59.67'



TRACT IN SE1/4 OF
SECTION 16, T22N-R55W
SCOTTS BLUFF COUNTY, NEBRASKA
JOB# RM220022-00



EAST QUARTER CORNER
SECTION 16, T22N-R55W
FOUND 60D SPIKE IN
ASPHALT

Instrument
2009-3180

SOUTHEAST CORNER
SECTION 16, T22N-R55W
FOUND 60D SPIKE IN
ASPHALT

City of Scottsbluff Planning Commission

Development Services Staff Report – Zachary Glaubius

Prepared on: February 28, 2022 For Hearing of: March 14, 2022



I. GENERAL INFORMATION

- A. Applicant:** LRK Farms
90880 CR 20
Scottsbluff, NE 69361
- B. Property**
Owner: Same as Applicant
- C. Proposal:** Request for Creation of an Agricultural Estate Dwelling Site at 90880 CR 20
- D. Legal Description:** A tract of land situated in Southeast Quarter of Section 16, Township 22 North, Range 55 West of the 6th PM, Scotts Bluff County
- E. Location:** 90880 CR 20
- F. Existing Zoning & Land Use:** A-Agricultural
- G. Size of Site:** AEDS: Approximately 16 Acres
Agricultural/Vacant Land to be Reserved: Approximately 104.21 Acres

II. BACKGROUND INFORMATION

A. General Neighborhood/Area Land Uses and Zoning:

Direction From Subject Site	Future Land Use Designation	Current Zoning Designation	Surrounding Development
North	Rural	A -Agricultural	Farm Ground
East	Rural	A -Agricultural	Farm Ground
South	Rural	A -Agricultural	Acreage
West	Rural	A -Agricultural	Farm Ground

B. Relevant Case History

1. N/A

III. ANALYSIS

- A. Comprehensive Plan:** The Future Land Use Map of the Comprehensive Plan currently shows the site as Rural and Long-Term Development.
- B. Traffic & Access:**
1. Current access to site is from frontage to CR 20 also known as Highway 92.

2. The proposed AEDS will have a width of 509 feet along County Road 20. The minimum required under 25-3-19 is 150 feet.

C. Utilities:

1. The AEDS is located in the extra-territorial jurisdiction and is not served by city utilities.

IV. STAFF COMMENTS

- A. The applicant's intent is to build a dwelling on this AEDS.

V. FINDINGS OF FACT

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

1. The agricultural use and AEDS designation are consistent with the Comprehensive Plan Future Land Use Map.
2. The AEDS designation will not create any nonconforming yards or structures.
3. The reserved area meets the required 80 acre minimum.

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

1. None

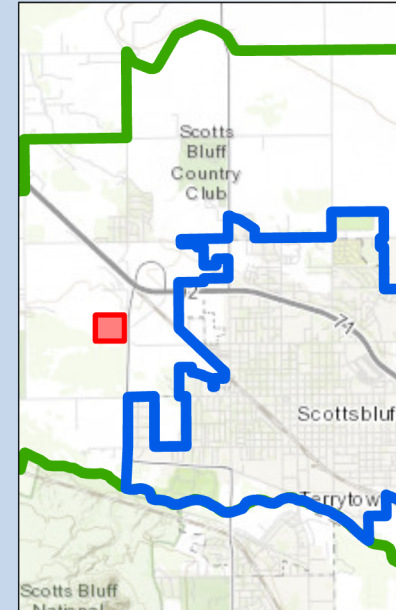
VI. STAFF RECCOMENDATION

- A. Staff recommends the Planning Commission make a positive recommendation to City Council to approve the Agricultural Estate Dwelling designation of a tract situated in the Southeast Quarter of Section 16, Township 22 North, Range 55 West of the 6th P.M.

VII. PUBLIC NOTIFICATION

- A. Notification letters were mailed to property owners within 300 feet of the proposed AEDS. Ten (3) letters were mailed in total. One sign was posted on the property more than 10 days before the date of the meeting indicated the date, time, and place of the public hearing.

AEDS Request at 90880 CR 20



Proposed Changes

Street Centerlines

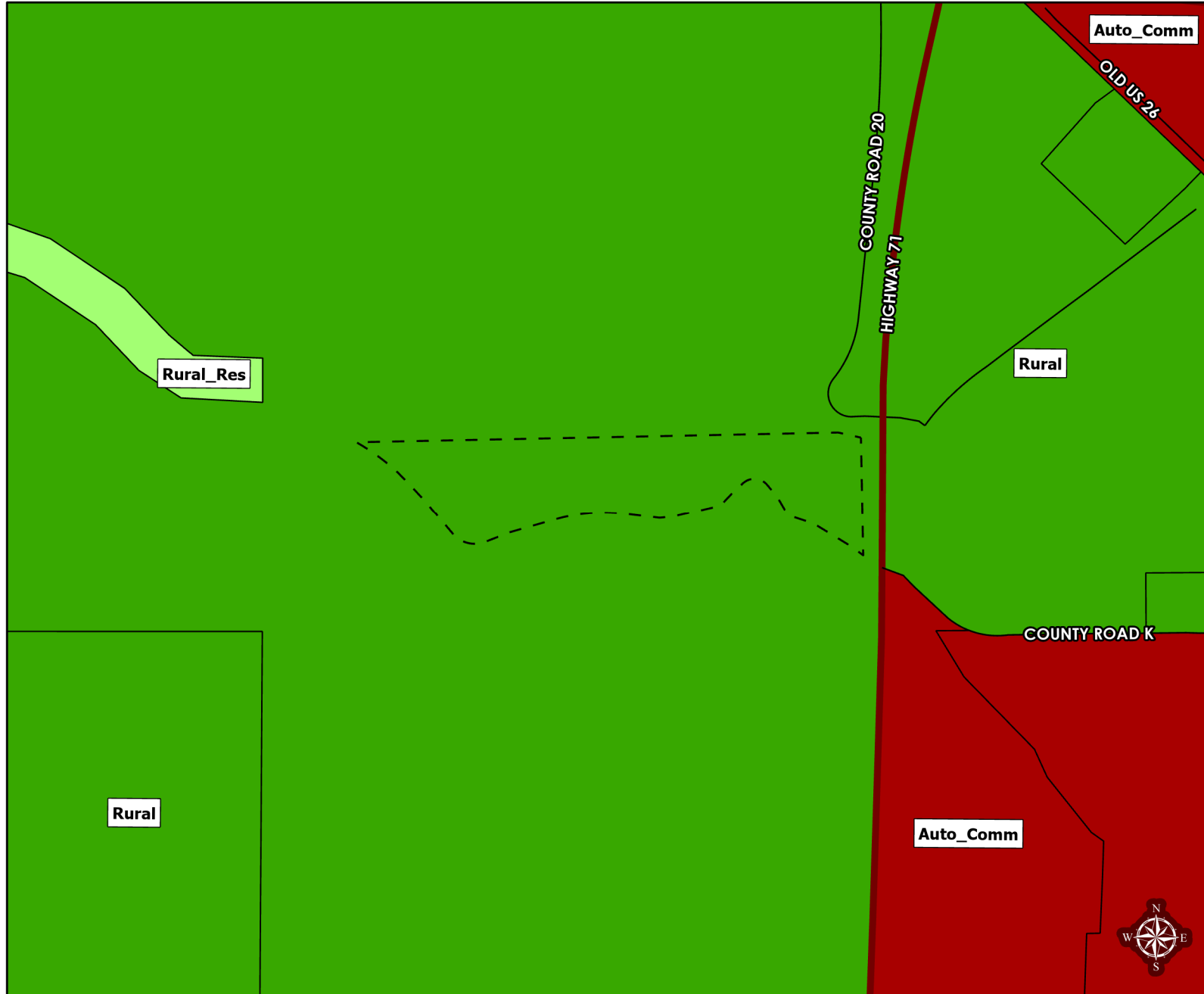
CLASS

- Highway
- Main Road
- Residential/Rural

Taylor Stephens
City of Scottsbluff GIS
Created on 2/28/2022
Coordinate System:
NAD 1983 (2011) StatePlane Nebraska FIPS 2600 Feet
Lambert Conformal Conic

The City makes no representation or warranty as to the accuracy, timeliness, or completeness, and in particular, its accuracy in labeling or displaying dimensions, contours, property boundaries, or placement or location of any map features thereon.

AEDS Request at 90880 CR 20



Proposed Changes

2016 Comp. Plan Land Use

- Automobile Commercial
- Avenue B and Hospital Campus
- Central Business District
- East Overland
- Highway 26 Commercial
- Northwest Commercial
- Residential
- Rural
- Rural Residential
- Southeast Industrial and Commercial
- South Broadway
- WNCC and Surrounding Area

Street Centerlines

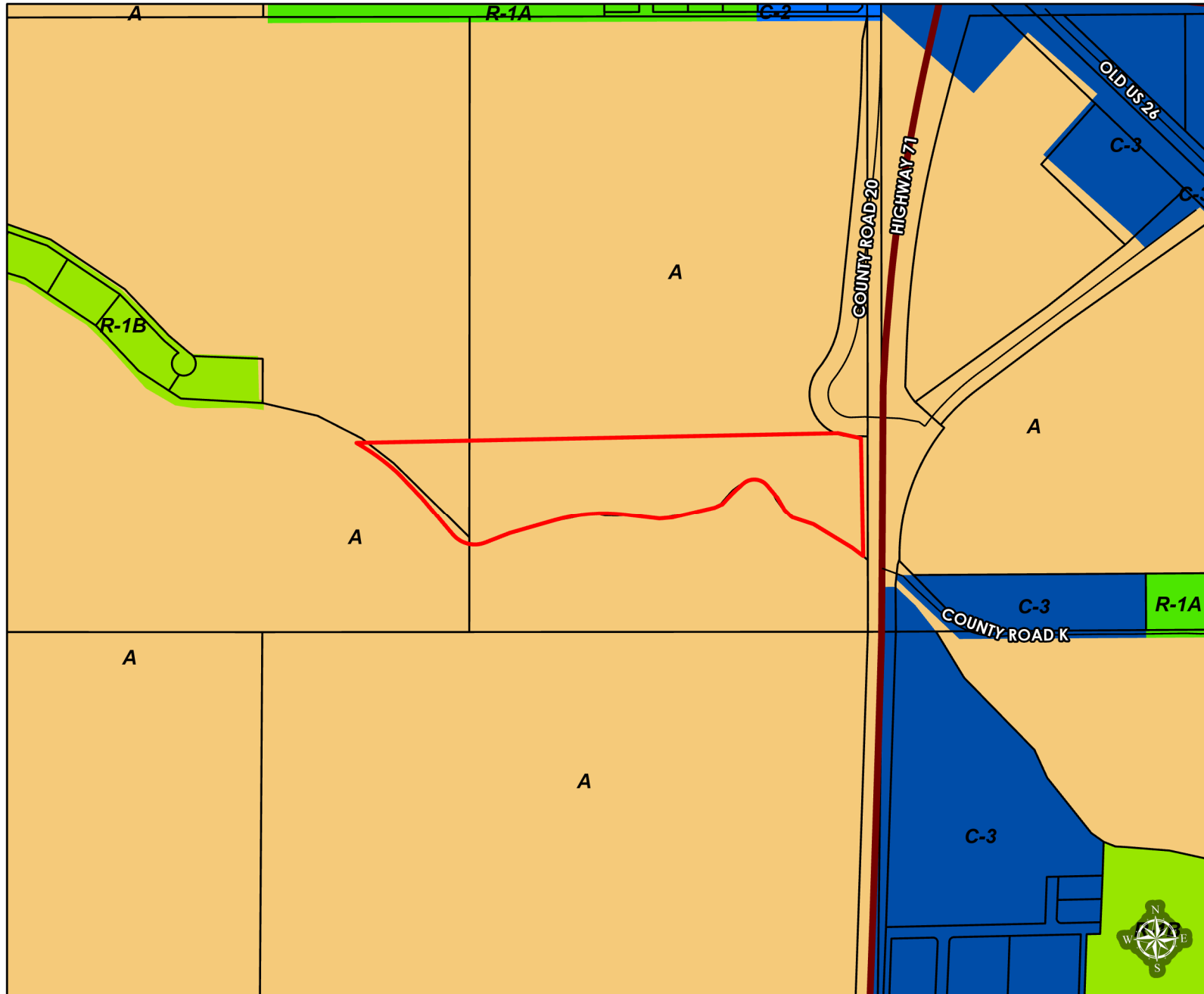
CLASS

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AEDS Request at 90880 CR 20



Proposed Changes
 Parcel Boundaries

Zoning

- A
- AR
- C-1
- C-2
- C-3
- M-1
- M-2
- O&P
- PBC
- R-1
- R-1A
- R-1B
- R-4
- R-6
- GEODATA.GISMGR.Corporate_Limits
- GEODATA.GISMGR.Extended_Jurisdiction

Street Centerlines

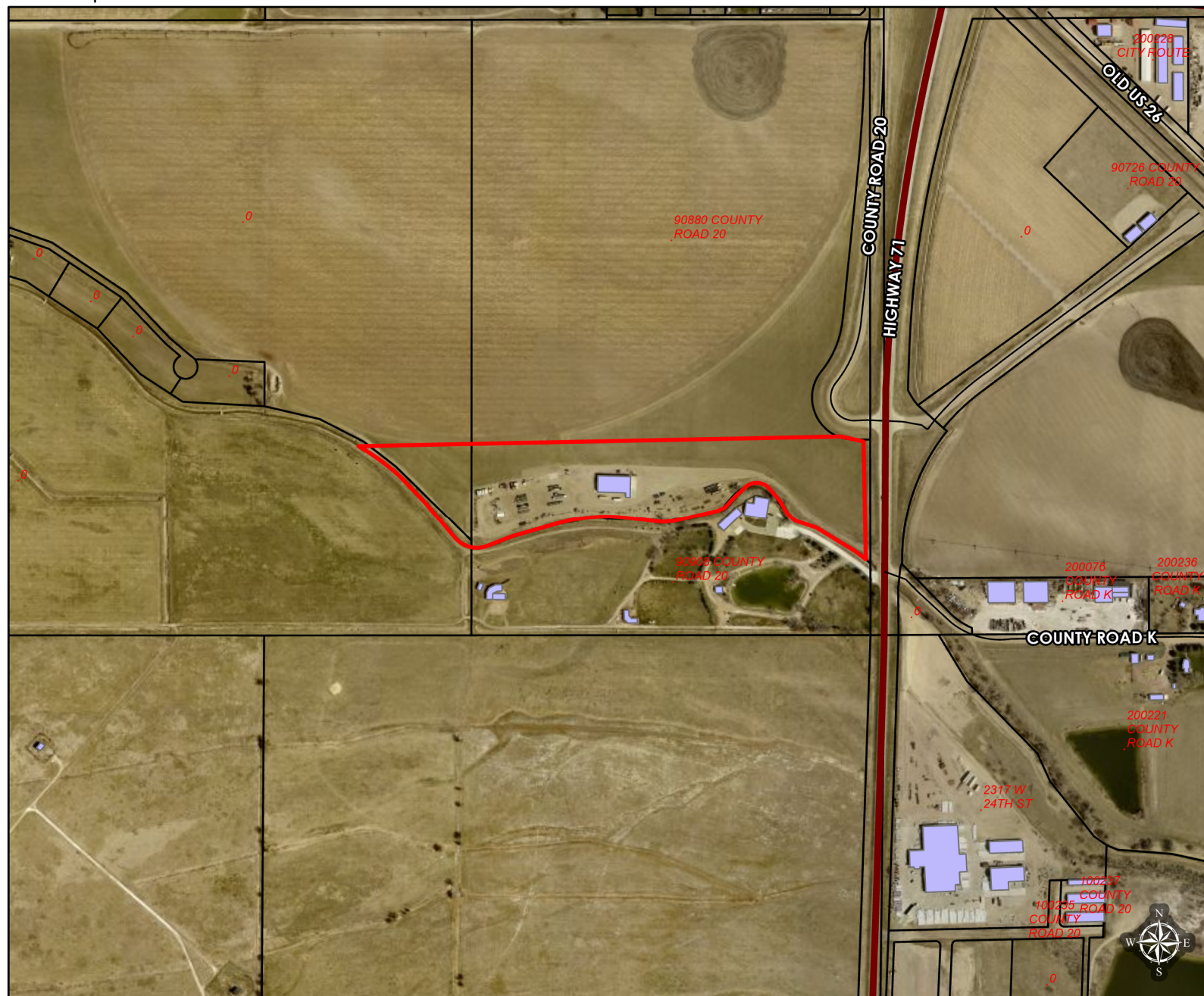
CLASS

- Highway
- Main Road
- Residential/Rural

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AEDS Request at 90880 CR 20



Proposed Changes

Building

Parcel Boundaries

Street Centerlines

CLASS

Highway

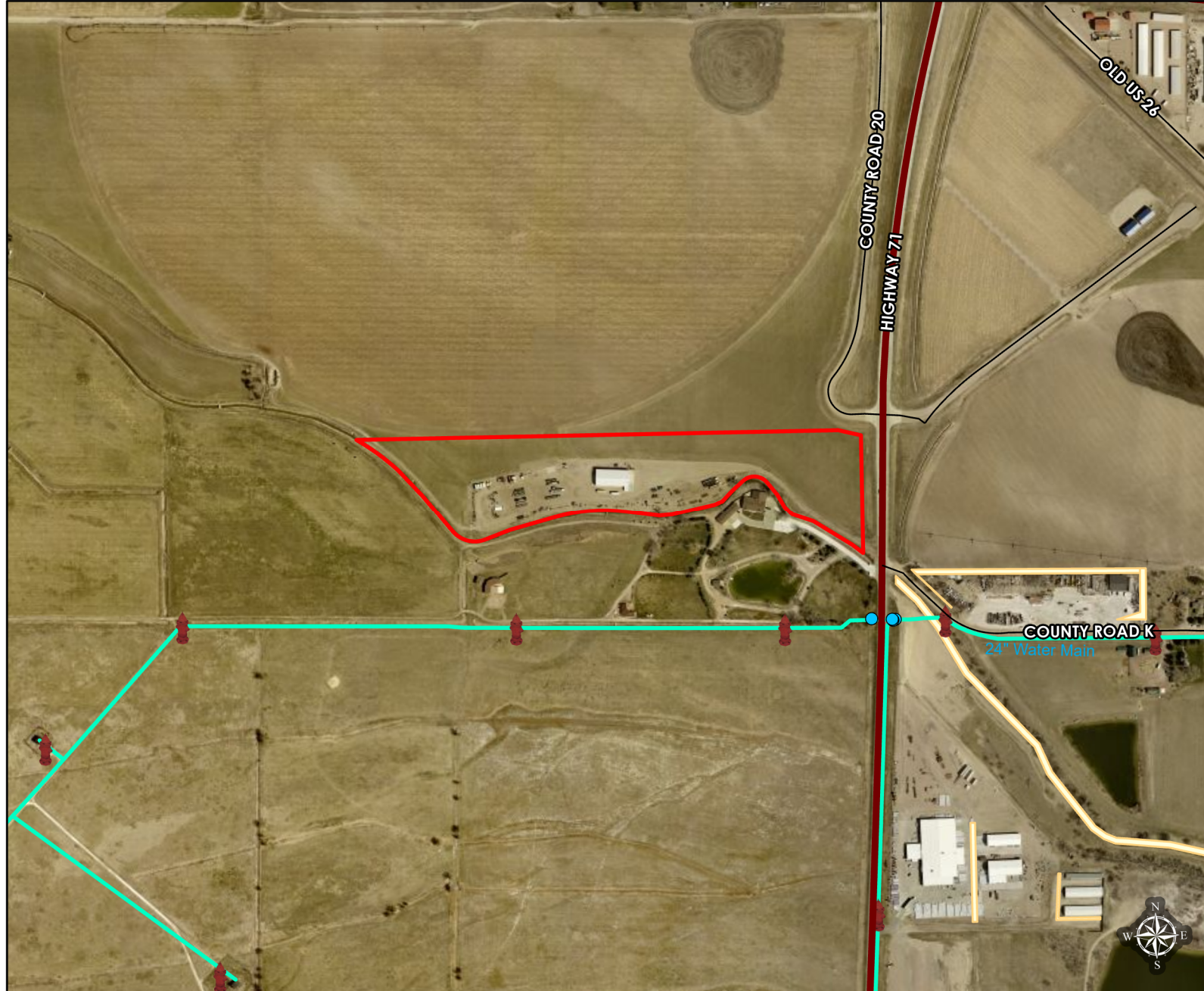
Main Road

Residential/Rural

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NAD 1983 (2011) StatePlane Nebraska FIPS 2600 Feet
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AEDS Request at 90880 CR 20



- Proposed Changes
- Street Centerlines**
- CLASS**
- Highway
- Main Road
- Residential/Rural
- Fire Hydrants
- ◆ Water Curbstop
- Water Valve
- Water Manhole
- Water Lines
- Verified_Manhole
- Wastewater Lines
- ▲ Outfall
- Stormwater Inlet
- Stormwater Manhole
- ▶ Stormwater Arc
- Easement

Taylor Stephens
City of Scottsbluff GIS
Created on 2/28/2022
Coordinate System:
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For Recording Only
RET: Development Services, City of Scottsbluff

CERTIFICATE

This certificate should be indexed and recorded against the real estate described in Paragraph 2 and 3 below.

The following action was taken by the Scottsbluff City Planning Commission, and the Scottsbluff City Council.

TO-WIT:

1. LRK Farms, Inc. has caused to be made an application to the City of Scottsbluff, Scotts Bluff County for an exception to Agriculture (A-ET) District Zoning, for an Agricultural Estate Dwelling Site subject to all provisions of Part 13. Ag. District, specifically 25-3-19.1-13, of the Zoning Regulations. The Planning Commission approved the same at their regular meeting on March 14, 2022 and the City Council accepted such recommendations by approving the same, as provided by law, at the meeting of the Scottsbluff City Council on April 4, 2022.

2. Legal description of the tract-site (AEDS), separated as an Agricultural Estate Dwelling Site is: A tract of land situated in the Southeast Quarter of Section 16, Township 22 North, Range 55 West of the 6th P.M., Scotts Bluff County, Nebraska more particularly described as follows:

Commencing at the Southeast Corner of Section 16, thence westerly on the south line of Section 16, on an assumed bearing of N88°02'06"W, a distance of 60.00 feet, to the point of intersection with the west right of way line of Highway 92, thence northerly on said right of way line, bearing N01°55'07"E, a distance of 306.04 feet, thence bearing N44°17'47"W, a distance of 27.88 feet, to the Point of Beginning, thence northerly on the west right of way line of Highway 92 as described in Instrument 2009-3180, bearing N00°53'30"E, a distance of 509.14 feet, thence westerly on said right of way line, bearing N75°21'14"W, a distance of 100.04 feet, thence bearing N89°09'21"W, a distance of 2074.09 feet, to the point of intersection with the centerline of Winters Creek Canal, as surveyed, and the point of intersection with a non-tangent curve to the right, said curve having a central angle of 12°56'19", a radius of 983.60, a chord bearing of S51°53'18"E, and a chord length of 221.64 feet, thence southeasterly on the arc of said curve and surveyed centerline, a distance of 222.11 feet, thence bearing S41°38'21"E, on said centerline, a distance of 150.48 feet, thence bearing S38°09'09"E, on said centerline, a distance of 204.05 feet, to the point of intersection with a tangent curve to the left, said curve having a central angle of 71°09'39", a radius of 124.03 feet, a chord bearing of S73°43'58"E and a chord length of 144.33 feet, thence easterly on the arc of said curve and said centerline, a distance of 154.04 feet, thence bearing N70°41'12"E, on said centerline, a distance of 113.81 feet, thence bearing N76°00'01"E, on said centerline, a distance of 201.65 feet, to the point of intersection with a tangent curve to the right, said curve

having a central angle of 22°41'26", a radius of 767.89 feet, a chord bearing of N87°20'44"E, and a chord length of 302.12 feet, thence southeasterly on the arc of said curve and surveyed centerline, a distance of 304.10 feet, thence bearing S81°18'33"E, on said centerline, a distance of 150.15 feet, thence bearing N87°07'39"E, on said centerline, a distance of 54.86 feet, thence bearing N78°45'43"E, on centerline, a distance of 187.93 feet, thence bearing N67°44'35"E, on said centerline, a distance of 35.82 feet, thence bearing N45°07'36"E, on said centerline, a distance of 63.67 feet, thence bearing N49°23'38"E, on said centerline, a distance of 61.70 feet, to the point of intersection with a tangent curve to the right, said curve having a central angle of 93°02'24", a radius of 72.07 feet, a chord bearing of S84°05'10"E, and a chord length of 104.59 feet, thence southeasterly on the arc of said curve and surveyed centerline, a distance of 117.03 feet, thence bearing S37°33'59"E, on said centerline, a distance of 69.39 feet, thence bearing S28°06'19"E, on said centerline, a distance of 61.22 feet, thence bearing S43°52'46"E, on said centerline, a distance of 45.01 feet, thence bearing S69°40'57"E, on said centerline, a distance of 96.83 feet, thence bearing S56°41'40"E, on said centerline, a distance of 194.82 feet, thence bearing S50°47'22"E, on said centerline, a distance of 59.67 feet, Point of Beginning, containing 16.00 Acres, more or less.

- 3. The legal description of the reserved real estate pursuant to Part 25-3-19: A tract of land situated in the Southeast Quarter of Section 16, Township 22 North, Range 55 West of the 6th P.M., Scotts Bluff County, Nebraska. Reserved acreage of 104.21 acres, more or less.

STATE OF NEBRASKA)
CITY OF SCOTTSBLUFF)
COUNTY OF SCOTTS BLUFF)

I, Jeanne McKerrigan the duly appointed, qualified, and acting Mayor for the City of Scottsbluff, County of Scotts Bluff, State of Nebraska, do hereby certify that the foregoing is a true and complete recitation of the action taken by the City Planning Commission, and City Council, as it relates to the subject therein described, as shown by the records and minutes of the referenced public bodies. IT WITNESS WHEREOF, I DO HERBY SET MY OFFICIAL HAND, THIS

_____ DAY OF _____, _____.

Mayor, City of Scottsbluff
Jeanne McKerrigan

STATE OF NEBRASKA)
CITY OF SCOTTSBLUFF)
COUNTY OF SCOTTS BLUFF)

On the date immediately above set out, before me, a Notary Public duly commissioned and qualified to act in Scottsbluff, Scotts Bluff County, personally came the referenced Mayor, to me known to be the identical person whose name is affixed to the foregoing certificate, and acknowledged the same to be his voluntary act and deed as such official.

Notary Public
(NOTARY SEAL & COMMISSION EXPIRES)

City of Scottsbluff, Nebraska

Monday, April 4, 2022

Regular Meeting

Item Subdiv.2

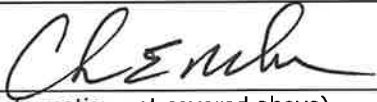
Council to discuss and consider action on Preliminary and Final Plats for Platte River Subdivision located at 514 Broadway, Scottsbluff, NE and authorize the Mayor to sign the Resolution.

Staff Contact: Zachary Glaubius, Planning Administrator



City of Scottsbluff, Nebraska

Application for a Preliminary Plat Subdivision

Date: 2-14-2022			DO NOT WRITE IN THIS BLOCK	
Address (Location): 514 SOUTH BROADWAY (TAX LOTS 43A-1, 43A, AND PART OF TAX LOT 43)			Permit Number:	
Applicant's Name CHRIS NELSON (PRESIDENT CAP HOLDINGS, LLC.)			Plat Approved Denied	
Applicant's Address: 3011 AVE B, STE B			Date Issued:	
City: SCOTTSBLUFF	State: NEBRASKA	Zip: 69361	Comp. Plan Land Use: Comm.	Zone: C-3
Telephone: 308-632-7587	Mobile:	Email: cnelson@valleyfinancialplan.com	Attached: Plot Plan Legal Description (in Word) \$100.00 filing fee \$3.00 per property owner within 300-feet Receipt # <u>R00272066</u>	
Property Owner: CAP HOLDINGS, LLC.				
Property Owner's Address: 3011 AVE B, STE B				
City: SCOTTSBLUFF	State: NEBRASKA	Zip: 69361		
Telephone: 308-632-7587	Mobile:	Email: cnelson@valleyfinancialplan.com		
Engineer or Surveyor: Gregg M. Schilz LS 785			Total Acreage: 0.94 Acres more or less	
Engineer or Surveyor Address: 818 South Beltline Hwy E			Proposed number of lots: 2	
City: Scottsbluff	State: Nebraska	Zip: 69361	Present Use of Property: Commercial	
Telephone: 308-635-1926	Mobile: 308-631-7099	Email: gschilz@mcschaff.com	Proposed Use of Property: Commercial	
Location of property: 514 SOUTH BROADWAY (TAX LOTS 43A-1, 43A, AND PART OF TAX LOT 43)			Present Zoning: C-3	
Please provide the following: Copy of Preliminary Plan (showing future & current property lines, fence lines, irrigation canals, future street widths, dimensions, existing structures, proposed structures, easements, etc..) Legal Description on a CD/Disk (in Word) \$100.00 filing fee Proof of Ownership of Property (See 21-1-50, Title Insurance, Attorney's opinion, Certificate of registered abstracter)				
The undersigned, hereby certify that he/she is familiar with all the requirements of Ordinance No. 3410 and amendments thereto, establishing minimum subdivision design standards to be installed by the subdivision and that he/she has caused said preliminary plat and plan to be prepared. He/she certifies that all requirements of Ordinance No. 3410 and amendments there to have been met and submits this application for approval subject to the requirements of said ordinance. I have also read and am familiar with the City Ordinances and will comply with these requirements; and that the statements herein contained are true and correct to the best of my knowledge and belief.				
Applicant's Signature: 			Date: 	
Remarks: (Insert here any information not covered above)				

Development Services Department

2525 Circle Drive, Scottsbluff, NE 69361

(308) 630-6243



City of Scottsbluff, Nebraska

Application for a Final Plat Subdivision

Date: 2-14-2022			DO NOT WRITE IN THIS BLOCK	
Address (Location): 514 SOUTH BROADWAY (TAX LOTS 43A-1, 43A, AND PART OF TAX LOT 43)			Permit Number:	
Applicant's Name CHRIS NELSON (PRESIDENT CAP HOLDINGS, LLC.)			Plat Approved Denied	
Applicant's Address: 3011 AVE B, STE B			Date Issued:	
City: SCOTTSBLUFF	State: NEBRASKA	Zip: 69361	Comp. Plan Land Use: <i>Comm.</i>	Zone: <i>C-3</i>
Telephone: 308-632-7587	Mobile:	Email: cnelson@valleyfinancialplan.com	Attached: Final Plat Legal Description (in Word) \$100.00 filing fee Letter of transmittal Receipt # <i>R00272066</i>	
Property Owner: CAP HOLDINGS, LLC.				
Property Owner's Address: 3011 AVE B, STE B				
City: SCOTTSBLUFF	State: NEBRASKA	Zip: 69361		
Telephone: 308-632-7587	Mobile:	Email: cnelson@valleyfinancialplan.com		
Engineer or Surveyor: Gregg M. Schilz LS 785			Total Acreage: 0.94 Acres more or less	
Engineer or Surveyor Address: 818 South Beltline Hwy E			Proposed number of lots: 2	
City: SCOTTSBLUFF	State: NEBRASKA	Zip: 69361	Present Use of Property: Commercial	
Telephone: 308-635-1926	Mobile: 308-631-7099	Email: gschilz@mcschaff.com	Proposed Use of Property: Commercial	
Location of property: 514 SOUTH BROADWAY (TAX LOTS 43A-1, 43A, AND PART OF TAX LOT 43)			Present Zoning: C-3	
Please provide the following: Copy of Final Plat (Mylar and 3.5" diskette or CD-ROM in AutoCAD format) Copy of Preliminary Plat (showing future & current property lines, fence lines, irrigation canals, future street widths, dimensions, existing structures, proposed structures, easements, etc..) Legal Description on a CD/Disk (in Word) \$100.00 filing fee (if not submitted with approval of Preliminary Plat) Letter of transmittal				
The undersigned, hereby certify that he/she is familiar with all the requirements of Ordinance No. 3410 and amendments thereto, establishing minimum subdivision design standards to be installed by the subdivision and that he/she has caused said preliminary plat and plan to be prepared. He/she certifies that all requirements of Ordinance No. 3410 and amendments there to have been met and submits this application for approval subject to the requirements of said ordinance. I have also read and am familiar with the City Ordinances and will comply with these requirements; and that the statements herein contained are true and correct to the best of my knowledge and belief.				
Applicant's Signature: <i>X</i>			Date: <i>X</i> <i>2/14/2022</i>	
Remarks: (Insert here any information not covered above)				



City of Scottsbluff

Reasoning behind subdividing this lot:

CAP Holdings has a lease with the State of NE across the road in the State office Building next to Safeway. The State is taking over the entirety of the building mid 2022 and will be adding an additional 80+ employees into that location.

CAP Holdings purchased this lot across Broadway once the State notified us of the bid selection to use the entirety of the State office Building. CAP Holdings wanted to make sure we had a place for overflow parking for state employees. CAP Holdings has an agreement to share parking lot with Safeway, but if this were to ever change in the future, CAP wanted to make sure enough parking was available for the state employees.

The lease with the state will be for 20 years and highly likely, much longer than this.

CAP Holdings has no desire to own/insure/lease the buildings on the new lot purchase, they just want the empty space provided by the lot for overflow parking and will remain this way for a long time, as indicated above.

CAP holdings wishes to subdivide the building off from the vacant portion of the lot so the buildings can be sold. CAP holdings has a buyer interested in buildings and running their business out of this location.

Scottsbluff wins as buildings will be used instead of sitting empty, and the remaining vacant portion of the lot will remain this way for the foreseeable future.

Chris E. Nelson
President
CAP Holdings, LLC
308-632-7587

SURVEYOR'S CERTIFICATE

I, Gregg M. Schilz, a Nebraska Registered Land Surveyor, hereby certify that I, or under my direct supervision, have surveyed and prepared a plat of **LOT 1 & 2, BLOCK 1, PLATTE RIVER SUBDIVISION**, A SUBDIVISION TO THE CITY OF SCOTTSBLUFF, NEBRASKA, SITUATED IN A PORTION OF THE NORTHEAST QUARTER OF SECTION 26, TOWNSHIP 22 NORTH, RANGE 55 WEST OF THE 6TH P.M., REFERRED TO AS TAX LOTS 43A-1, 43A, AND PART OF TAX LOT 43, CITY OF SCOTTSBLUFF, SCOTTS BLUFF COUNTY, NEBRASKA, MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING AT THE NORTHEAST CORNER OF BLOCK 1, SECOND MIDWEST SUBDIVISION, AS PLATTED, SAID POINT BEING ON THE WEST RIGHT OF WAY LINE OF SOUTH BROADWAY, THENCE WESTERLY, ON THE NORTH LINE OF BLOCK 1, SECOND MIDWEST SUBDIVISION, ON AN ASSUMED BEARING OF N87°38'26"W, A DISTANCE OF 170.72 FEET MEASURED (170.00 FEET RECORDED), TO THE NORTHWEST CORNER OF BLOCK 1, SECOND MIDWEST SUBDIVISION, SAID POINT ALSO BEING THE NORTHEAST CORNER OF LOT 1, BLOCK 1, MIDWEST SUBDIVISION, AS PLATTED, THENCE WESTERLY ON THE EASTERLY LINE OF SAID BLOCK 1, MIDWEST SUBDIVISION, BEARING N88°21'50"W, A DISTANCE OF 122.94 FEET MEASURED (120.00 FEET RECORDED). THENCE NORTHERLY ON THE EASTERLY LINE OF SAID BLOCK 1, MIDWEST SUBDIVISION, BEARING N02°18'14"E, A DISTANCE OF 139.20 FEET, TO THE SOUTHWEST CORNER OF LOT 2, BLOCK 1, SCOTTSBLUFF BROADWAY SUBDIVISION, AS PLATTED, THENCE EASTERLY ON THE SOUTH LINE OF SAID LOT 2, BLOCK 1, SCOTTSBLUFF BROADWAY SUBDIVISION, BEARING S87°58'26"E, A DISTANCE OF 293.47 FEET MEASURED (294.01 FEET RECORDED), TO THE SOUTHEAST CORNER OF SAID LOT 2, BLOCK 1, SCOTTSBLUFF BROADWAY SUBDIVISION, SAID POINT ALSO BEING ON THE WEST RIGHT OF WAY LINE OF SOUTH BROADWAY, THENCE SOUTHERLY, ON THE WEST RIGHT OF WAY LINE OF SOUTH BROADWAY, BEARING S02°13'37"W, A DISTANCE OF 139.36 FEET, TO THE POINT OF BEGINNING, CONTAINING AN AREA OF 0.94 ACRES MORE OR LESS.

That the accompanying plat is a true delineation of such survey drawn to a scale of 30 feet to the inch. That all dimensions are in feet and decimals. That each lot and block has its own number and that the boundary of the plat is shown with a heavy solid line with dashed lines being for orientation purposes only. That all corners found or set are marked as shown.

WITNESS MY HAND AND SEAL THIS 14TH DAY OF FEBRUARY, 2022.
FOR THE FIRM OF M. C. SCHAFF AND ASSOCIATES, INC.


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



OWNER'S STATEMENT

We, the undersigned, being the owners of a portion of the Northeast Quarter of Section 26, Township 22 North, Range 55 West of the 6th P.M., referred to as Tax Lots 43A-1, 43A, and part of Tax Lot 43, City of Scottsbluff, Scotts Bluff County, Nebraska as described in the foregoing 'Surveyor's Certificate' and shown on the accompanying plat have caused such real estate to be platted as **LOT 1 & 2, BLOCK 1, PLATTE RIVER SUBDIVISION**, A SUBDIVISION TO THE CITY OF SCOTTSBLUFF, NEBRASKA, SITUATED IN A PORTION OF THE NORTHEAST QUARTER OF SECTION 26, TOWNSHIP 22 NORTH, RANGE 55 WEST OF THE 6TH P.M., REFERRED TO AS TAX LOTS 43A-1, 43A, AND PART OF TAX LOT 43, CITY OF SCOTTSBLUFF, SCOTTS BLUFF COUNTY, NEBRASKA,

That the foregoing plat is made with the free consent and in accordance with the desires of the undersigned owners. We hereby dedicate these easements shown for the use and benefit of the public.
Dated this 14 day of February, 2022.

Owners:
CAP HOLDINGS, LLC
a Nebraska Limited Liability Company


By: Chris E. Nelson, President

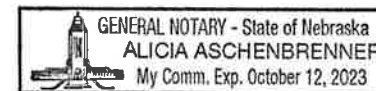
LOT 1 & 2, BLOCK 1,
PLATTE RIVER SUBDIVISION
SCOTTSBLUFF, NEBRASKA
SHEET 2 OF 2
JOB# RM220004-00

ACKNOWLEDGEMENT

STATE OF NEBRASKA)
COUNTY OF SCOTTS BLUFF)

Before me, a Notary Public, qualified and acting in said County, personally came Chris E. Nelson, President of CAP Holdings LLC, a Nebraska Limited Liability Company, to me known to be the identical person whose signature is affixed to the foregoing 'Owner's Statement' and acknowledged the execution thereof to be his voluntary act and deed, and the voluntary act and deed of CAP Holdings, LLC, a Nebraska Limited Liability Company.

WITNESS MY HAND AND SEAL THIS 14TH DAY OF February, 2022.




Notary Public

My Commission Expires Oct 12, 2023

APPROVAL AND ACCEPTANCE

The foregoing plat of **LOT 1 & 2, BLOCK 1, PLATTE RIVER SUBDIVISION**, A SUBDIVISION TO THE CITY OF SCOTTSBLUFF, NEBRASKA, SITUATED IN A PORTION OF THE NORTHEAST QUARTER OF SECTION 26, TOWNSHIP 22 NORTH, RANGE 55 WEST OF THE 6TH P.M., REFERRED TO AS TAX LOTS 43A-1, 43A, AND PART OF TAX LOT 43, CITY OF SCOTTSBLUFF, SCOTTS BLUFF COUNTY, NEBRASKA, is hereby approved by the Mayor and City Council of the City of Scottsbluff, Scotts Bluff County, Nebraska, by resolution duly passed

this _____ day of _____, 2022.

Mayor: Jeanne McKerrigan

ATTEST:
City Clerk

**LOT 1 AND 2, BLOCK 1,
PLATTE RIVER SUBDIVISION**

A SUBDIVISION TO THE CITY OF SCOTTSBLUFF, NEBRASKA,
SITUATED IN A PORTION OF THE NORTHEAST QUARTER OF
SECTION 26, TOWNSHIP 22 NORTH, RANGE 55 WEST OF THE 6TH P.M.,
REFERRED TO AS TAX LOTS 43A-1, 43A, AND PART OF TAX LOT 43,
CITY OF SCOTTSBLUFF, SCOTTS BLUFF COUNTY, NEBRASKA



City of Scottsbluff Planning Commission

Development Services Staff Report – Zachary Glaubius

Prepared on: February 28, 2022

For Hearing of: March 14, 2022



I. GENERAL INFORMATION

- A. Applicant:** Chris Nelson (President of CAP Holdings, LLC.)
3011 Avenue B, Suite B
Scottsbluff, NE 69361
- B. Property**
Owner: CAP Holdings, LLC.
3011 Avenue B, Suite B
Scottsbluff, NE 69361
- C. Proposal:** Request to plat (Preliminary and Final Plats) a Tract of land situated in a portion of the Northwest Quarter of Section 26, Township 22 North, Range 55 West of the 6th P.M. into two lots
- D. Legal Description:** LT 3, LT 43A, LT 43A-1 25', E 300' LT 43, 26-22-55 UNPLATTED LANDS (.95) (to be replatted as Platte River Subdivision, Block 1, Lots 1 & 2)
- E. Location:** 514 Broadway
- F. Existing Zoning & Land Use:** C-3 Heavy Commercial – former daycare
- G. Size of Site:** Approximately 40,753 sq. ft.

II. BACKGROUND INFORMATION

A. General Neighborhood/Area Land Uses and Zoning:

Direction From Subject Site	Future Land Use Designation	Current Zoning Designation	Surrounding Development
North	South Broadway	C3 Heavy Commercial	Storage Units
East	South Broadway	C3 Heavy Commercial	Safeway & State Building
South	South Broadway	C3 Heavy Commercial	Dance Academy
West	South Broadway	C3 Heavy Commercial	Commercial Building

B. Relevant Case History

1. This site is in the City of Scottsbluff Blighted and Substandard Area.

III. ANALYSIS

A. Comprehensive Plan:

1. The Future Land Use Map of the Comprehensive Plan currently shows the site as South Broadway (Commercial).

B. Traffic & Access:

1. Current access the property is via Broadway. Both proposed lots will be accessed via Broadway.
2. A 20' access easement will be dedicated along the "flagpole" of Lot 2 and provide access to rear of Lot 1.

C. Utilities:

1. The current lot has access to water, stormwater, and sewer.
2. The proposed lots will need to have separate accesses to water and sewer.

IV. STAFF COMMENTS

- A. The applicant desires to sell the building while retaining the rear parking area.
- B. Lot 1 will be used for a daycare, which is a principal permitted use in the C-3 District.
- C. Lot 1 requires 11 parking stalls per 25-5-1 and provides 13 stalls.
- D. Lot 2 will serve as overflow parking for the State Building located at 505 S. Broadway.
- E. Lot 2 does not have required parking, but has space for 50 parking stalls at 45-degree angles.
- F. The State Building has approximately 96 stalls on-site and requires 86 parking per 25-5-1.
- G. The proposed plat results in a "flag lot," the current subdivision code does not define or address how to enforce these. Staff recommends researching this further to ensure optimal development of the City.
- H. Fire Department access to Lot 2 will be limited if a structure is to be built on the lot, and thus place limitations on development on Lot 2.

V. FINDINGS OF FACT

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

1. The Comprehensive Plan identifies the area as commercial and the lots will remain C-3.
2. There are no applicable setbacks or lot coverage requirements in the C-3 zoning district.
3. The 20' access easement will provide access to the off-street parking of Lot 1 and Lot 2.
4. The current usage of Lot 1 & 2 meets the off-street parking requirements and is a permitted use in the C-3 district.

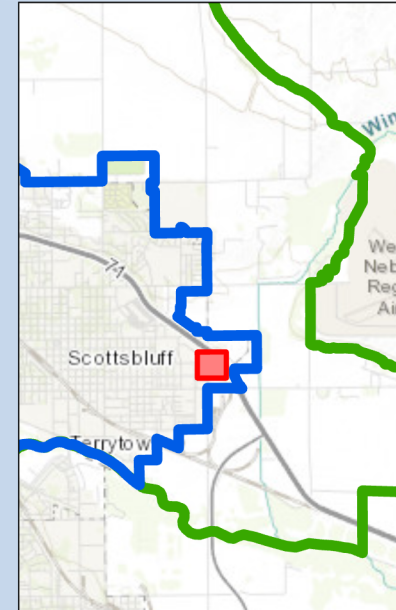
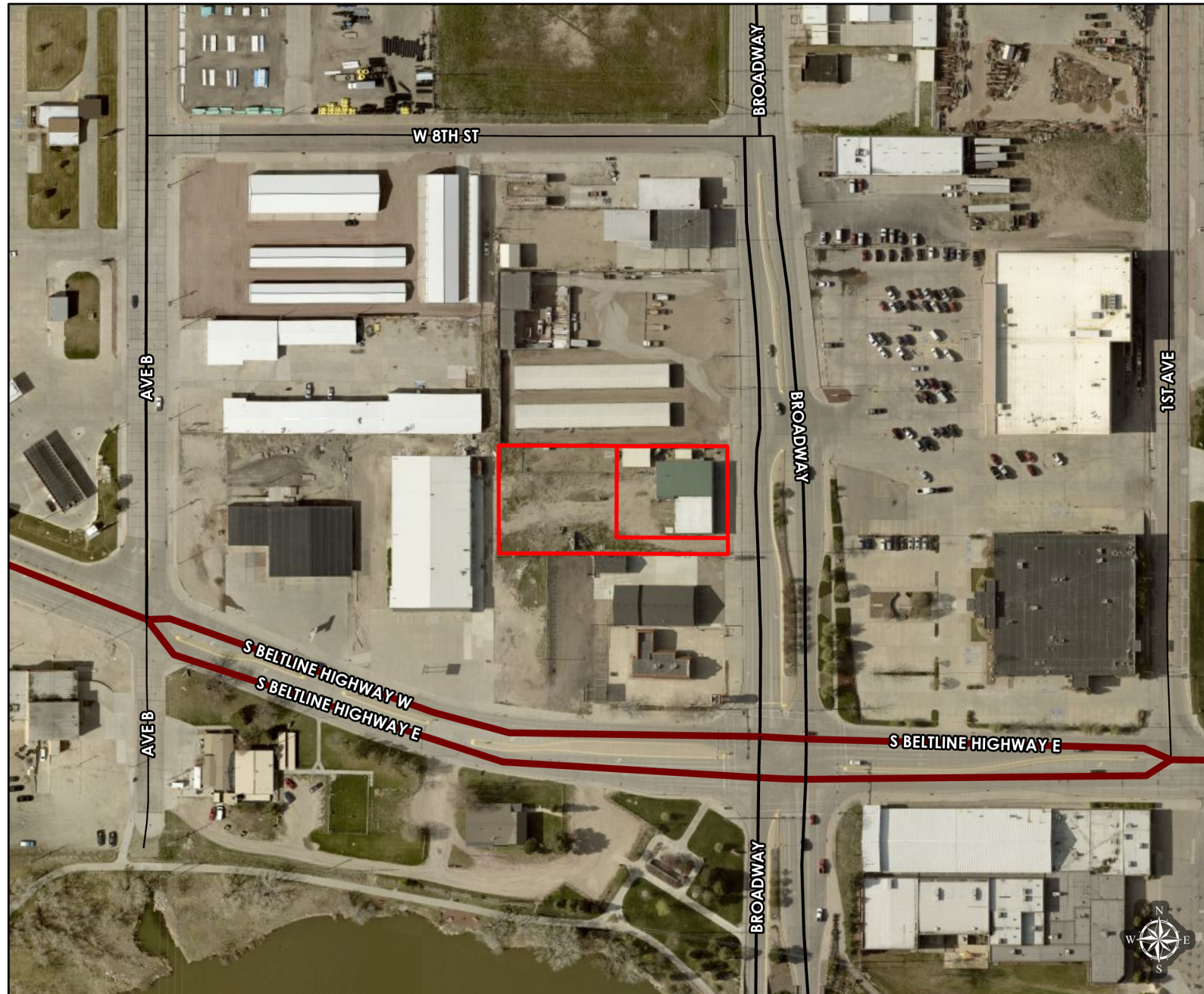
B. Findings of Fact to Not Recommend Approval May Include:

1. The proposed layout of Lot 2 will result in limitations on development due to accessibility requirements of the Fire Department.

VI. STAFF RECOMMENDATION

- A. Staff recommends the Planning Commission make a positive recommendation on approval of Preliminary and Final Plats of Platte River Subdivision with the 20' access easement dedication by City Council.

FINAL PLAT Platte River Sub BLK 1 LT 1 & 2



Proposed Changes

Street Centerlines

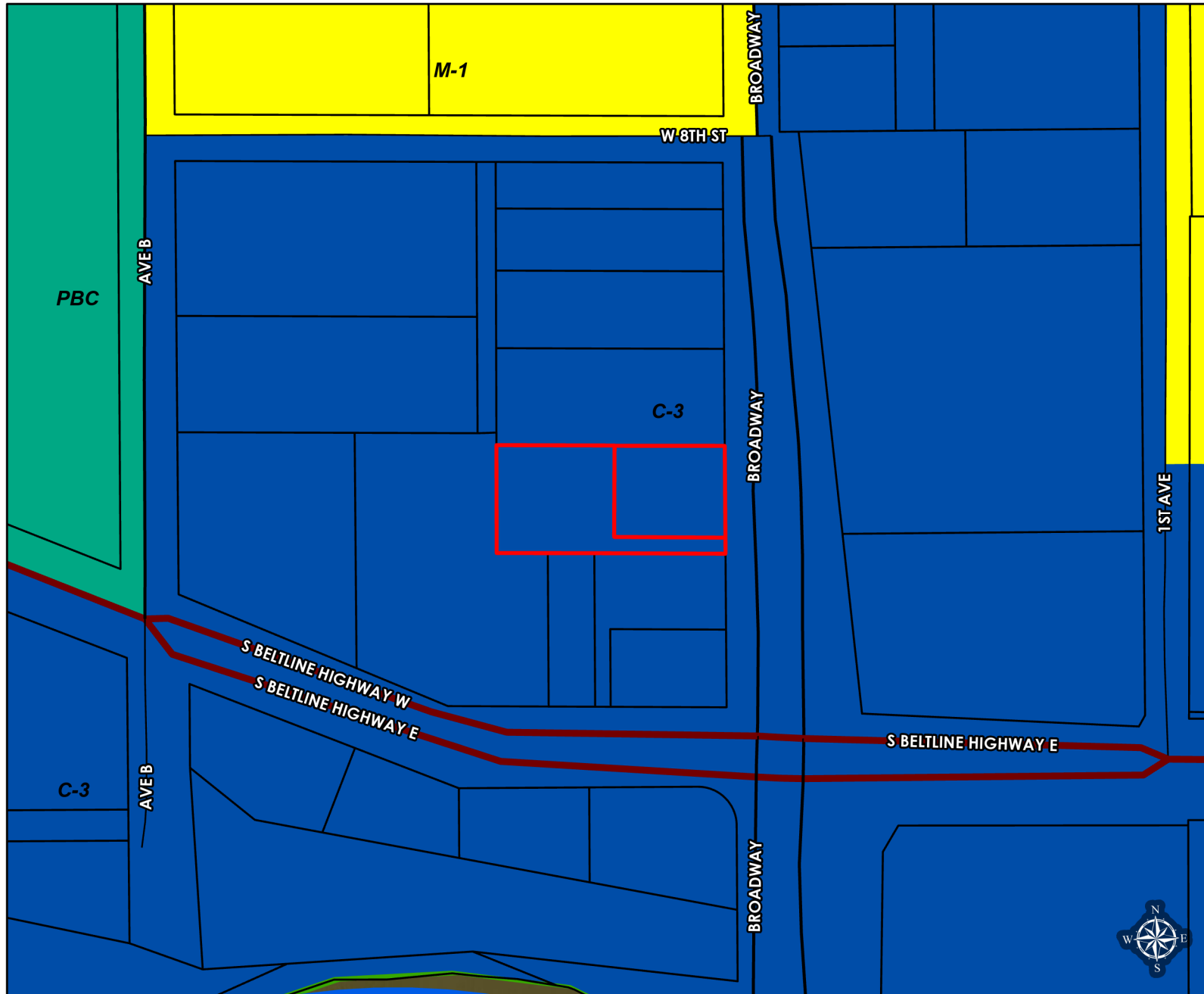
CLASS

- Highway
- Main Road
- Residential/Rural

Taylor Stephens
City of Scottsbluff GIS
Created on 2/25/2022
Coordinate System:
NAD 1983 (2011) StatePlane Nebraska FIPS 2600 Feet
Lambert Conformal Conic

The City makes no representation or warranty as to the accuracy, timeliness, or completeness, and in particular, its accuracy in labeling or displaying dimensions, contours, property boundaries, or placement or location of any map features thereon.

FINAL PLAT Platte River Sub BLK 1 LT 1 & 2

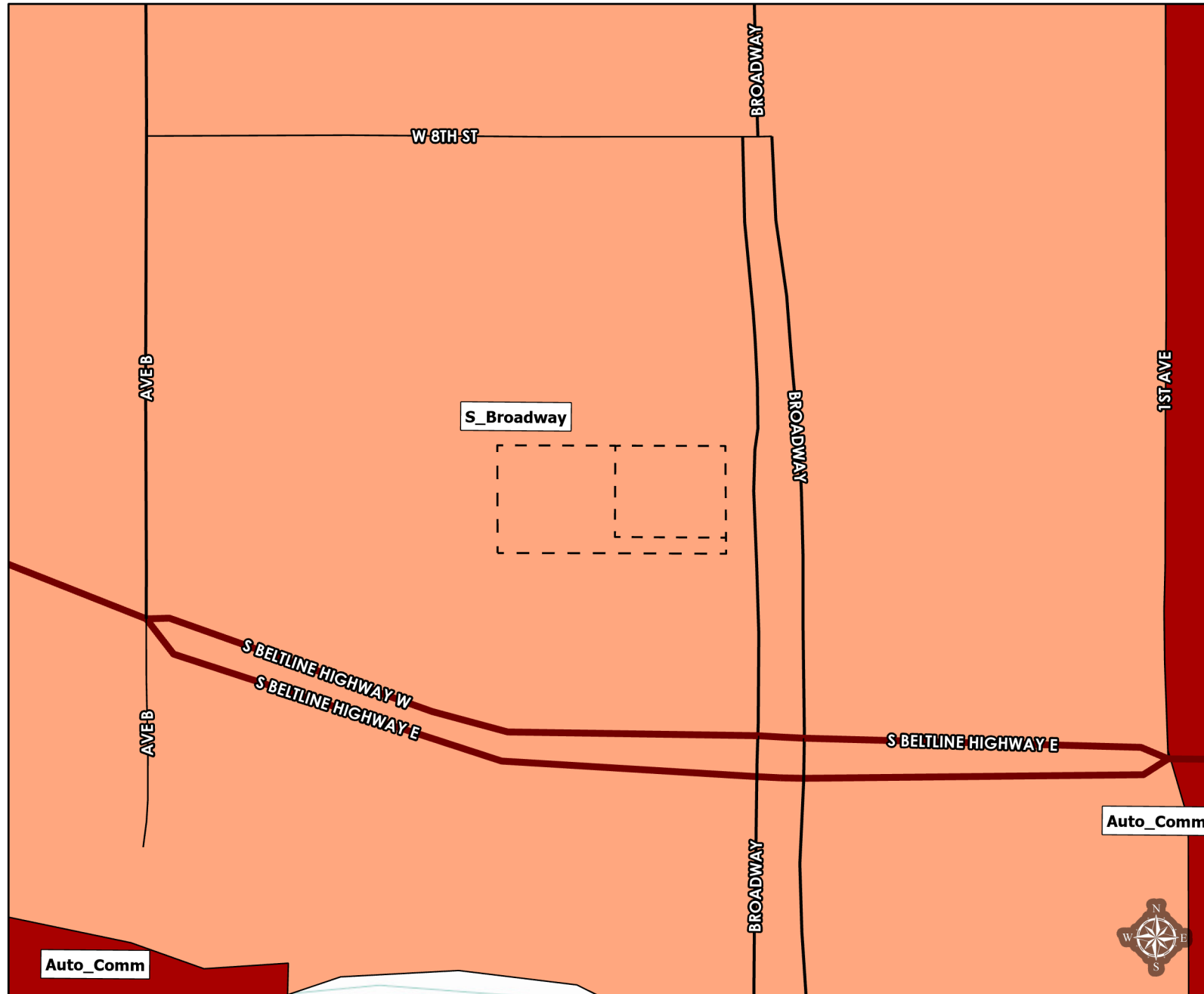


- Proposed Changes
 - Parcel Boundaries
- Zoning**
- A
 - AR
 - C-1
 - C-2
 - C-3
 - M-1
 - M-2
 - O&P
 - PBC
 - R-1
 - R-1A
 - R-1B
 - R-4
 - R-6
 - GEODATA.GISMGR.Corporate_Limits
 - GEODATA.GISMGR.Extended_Jurisdiction
- Street Centerlines**
- CLASS**
- Highway
 - Main Road
 - Residential/Rural

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FINAL PLAT Platte River Sub BLK 1 LT 1 & 2



Proposed Changes

2016 Comp. Plan Land Use

- Automobile Commercial
- Avenue B and Hospital Campus
- Central Business District
- East Overland
- Highway 26 Commercial
- Northwest Commercial
- Residential
- Rural
- Rural Residential
- Southeast Industrial and Commercial
- South Broadway
- WNCC and Surrounding Area

Street Centerlines

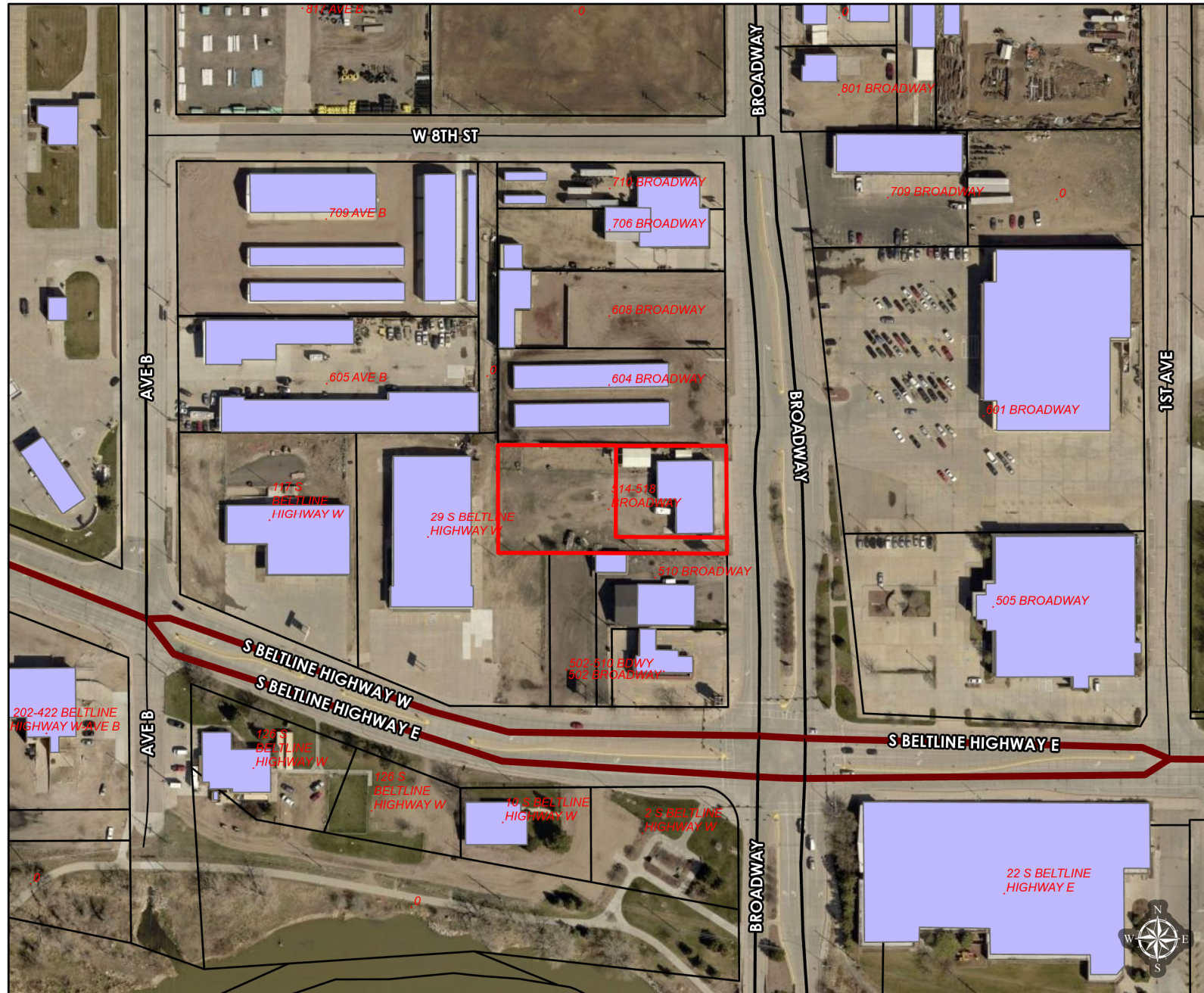
CLASS

- Highway
- Main Road
- Residential/Rural

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FINAL PLAT Platte River Sub BLK 1 LT 1 & 2



Proposed Changes

Building

Parcel Boundaries

Street Centerlines

CLASS

Highway

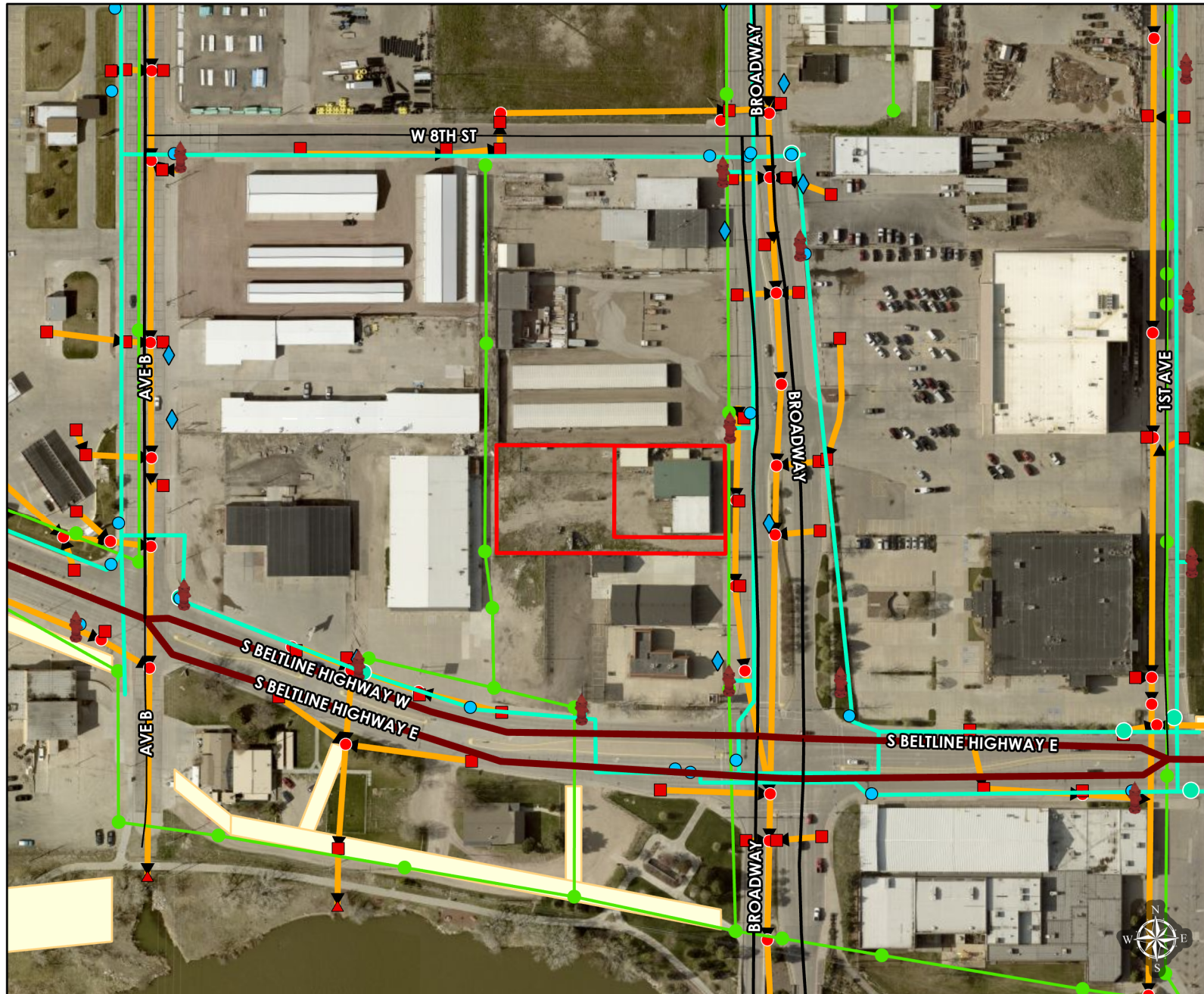
Main Road

Residential/Rural

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FINAL PLAT Platte River Sub BLK 1 LT 1 & 2



- Proposed Changes
- Street Centerlines**
- CLASS**
- Highway
- Main Road
- Residential/Rural
- Fire Hydrants
- ◆ Water Curbstop
- Water Valve
- Water Manhole
- Water Lines
- Verified_Manhole
- Wastewater Lines
- ▲ Outfall
- Stormwater Inlet
- Stormwater Manhole
- ▶ Stormwater Arc
- Easement

Taylor Stephens
City of Scottsbluff GIS
Created on 2/25/2022
Coordinate System:
NAD 1983 (2011) StatePlane Nebraska FIPS 2600 Feet
Lambert Conformal Conic

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RESOLUTION NO. 22-__

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

WHEREAS, BE IT RESOLVED, the final plat of Lot 1 and 2, Block 1, Platte River Subdivision, a Subdivision to the City of Scottsbluff, Nebraska, situated in a portion of the NE¼ of Section 26, Township 22 North, Range 55 West of the 6th P.M. referred to as Tax Lots 43A-1, 43A and part of Tax Lot 43, City of Scottsbluff, Scotts Bluff County, Nebraska, dated February 14, 2022, duly made, acknowledged and certified, is approved and the Mayor is authorized to sign the Final Plat on behalf of the City of Scottsbluff, Nebraska. Such final plat is ordered to be filed and recorded in the office of the Register of Deeds, Scotts Bluff County, Nebraska.

Passed and approved this ____ day of April 2022.

Mayor

ATTEST:

City Clerk

City of Scottsbluff, Nebraska

Monday, April 4, 2022

Regular Meeting

Item Resolut.1

Council to consider and approve the amended Pay Resolution and authorize the Mayor to sign the Resolution.

Staff Contact: Cami Kite, Interim Human Resources Director

RESOLUTION NO. 22-04-02

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

1. That the following Pay Plan for officers and employees of the City of Scottsbluff, Nebraska employed in Classified Positions be approved April 4, 2022 and effective April 11, 2022.

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

Grade	A	B	C	D	E	L1	L2
8	\$12.67	\$13.31	\$13.97	\$14.68	\$15.41	\$16.19	\$16.99
9	\$13.31	\$13.97	\$14.68	\$15.41	\$16.19	\$16.99	\$17.84
10	\$13.97	\$14.68	\$15.41	\$16.19	\$16.99	\$17.84	\$18.73
11	\$14.68	\$15.41	\$16.19	\$16.99	\$17.84	\$18.73	\$19.67
12	\$15.41	\$16.19	\$16.99	\$17.84	\$18.73	\$19.67	\$20.66
13	\$16.19	\$16.99	\$17.84	\$18.73	\$19.67	\$20.66	\$21.69
14	\$16.99	\$17.84	\$18.73	\$19.67	\$20.66	\$21.69	\$22.77
15	\$17.84	\$18.73	\$19.67	\$20.66	\$21.69	\$22.77	\$23.90
16	\$18.73	\$19.67	\$20.66	\$21.69	\$22.77	\$23.90	\$25.09
17	\$19.67	\$20.66	\$21.69	\$22.77	\$23.90	\$25.09	\$26.36
18	\$20.66	\$21.69	\$22.77	\$23.90	\$25.09	\$26.36	\$27.66
19	\$21.69	\$22.77	\$23.90	\$25.09	\$26.36	\$27.66	\$29.05
20	\$22.77	\$23.90	\$25.09	\$26.36	\$27.66	\$29.05	\$30.50
21	\$23.90	\$25.09	\$26.36	\$27.66	\$29.05	\$30.50	\$32.03

BI-WEEKLY RATES - EXEMPT EMPLOYEES

Grade	A	B	C	D	E	L1	L2
18	\$1,648.83	\$1,731.28	\$1,817.84	\$1,908.73	\$2,004.17	\$2,104.37	\$2,209.60
19	\$1,731.28	\$1,817.84	\$1,908.73	\$2,004.17	\$2,104.37	\$2,209.60	\$2,320.08
20	\$1,817.84	\$1,908.73	\$2,004.17	\$2,104.37	\$2,209.60	\$2,320.08	\$2,436.08
21	\$1,908.73	\$2,004.17	\$2,104.37	\$2,209.60	\$2,320.08	\$2,436.08	\$2,557.88
22	\$2,004.17	\$2,104.37	\$2,209.60	\$2,320.08	\$2,436.08	\$2,557.88	\$2,685.78
23	\$2,104.37	\$2,209.60	\$2,320.08	\$2,436.08	\$2,557.88	\$2,685.78	\$2,820.07
24	\$2,209.60	\$2,320.08	\$2,436.08	\$2,557.88	\$2,685.78	\$2,820.07	\$2,961.07
25	\$2,320.08	\$2,436.08	\$2,557.88	\$2,685.78	\$2,820.07	\$2,961.07	\$3,109.12
26	\$2,436.08	\$2,557.88	\$2,685.78	\$2,820.07	\$2,961.07	\$3,109.12	\$3,264.58
27	\$2,557.88	\$2,685.78	\$2,820.07	\$2,961.07	\$3,109.12	\$3,264.58	\$3,427.79
28	\$2,685.78	\$2,820.07	\$2,961.07	\$3,109.12	\$3,264.58	\$3,427.79	\$3,599.19
29	\$2,820.07	\$2,961.07	\$3,109.12	\$3,264.58	\$3,427.79	\$3,599.19	\$3,779.15
30	\$2,961.07	\$3,109.12	\$3,264.58	\$3,427.79	\$3,599.19	\$3,779.15	\$3,968.11
31	\$3,109.12	\$3,264.58	\$3,427.79	\$3,599.19	\$3,779.15	\$3,968.11	\$4,166.51
32	\$3,264.58	\$3,427.79	\$3,599.19	\$3,779.15	\$3,968.11	\$4,166.51	\$4,374.84

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

HOURLY POSITIONS - GENERAL EMPLOYEES ONLY

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

EXEMPT POSITIONS

Professional, Administrative and Executive

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

3. That the following pay schedule for officers and employees in Unclassified Positions of the City is approved April 4, 2022 and effective April 11, 2022.

Seasonal and Part-Time Hourly Rates

<u>Class Title</u>	<u>Hourly Pay Schedule</u>						
	1	2	3	4	5	6	7
School Crossing Guard	\$10.40	\$10.60	\$10.80	\$11.00	\$11.20	\$11.40	\$11.60
Library Page	\$10.40	\$10.60	\$10.80	\$11.00	\$11.20	\$11.40	\$11.60
Laborer	\$10.40	\$10.60	\$10.80	\$11.00	\$11.20	\$11.40	\$11.60
Field Mt. Grdskpr	\$10.80	\$11.00	\$11.20	\$11.40	\$11.60	\$11.80	\$12.00
Waterpark Aide	\$10.40	\$10.60	\$10.80	\$11.00	\$11.20	\$11.40	\$11.60
Lifeguard*	\$10.80	\$11.00	\$11.20	\$11.40	\$11.60	\$11.80	\$12.00

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

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

4. The Pay Schedule for the positions of Firefighters, Fire Lieutenants and Fire Captains working a 56 hour week shall be the schedule approved in a Resolution adopted by the Mayor and City Council on April 4, 2022 and effective April 11, 2022.

<u>Class Title</u>	<u>Hourly Pay Schedule (56 Hour Week)</u>							
	1	2	3	4	5	6	7	8
Firefighter	\$15.32	\$16.09	\$16.89	\$17.73	\$18.62	\$19.55	\$20.53	\$21.56
Fire Lieutenant	\$17.79	\$18.68	\$19.61	\$20.59	\$21.62	\$22.71	\$23.84	\$25.03
Fire Captain	\$20.24	\$21.25	\$22.31	\$23.43	\$24.60	\$25.83	\$27.12	\$28.48

5. That the Pay Schedule for the position of Patrol Officer, Corporal and Police Sergeant shall be the Schedule approved in a resolution approved by the Mayor and City Council on April 4, 2022 and effective April 11, 2022.

<u>Class Title</u>	<u>Hourly Pay Schedule</u>							
	1	2	3	4	5	6	7	8
Patrol Officer	\$22.91	\$24.06	\$25.26	\$26.52	\$27.85	\$29.24	\$30.70	\$32.24
Police Corporal	\$24.35	\$25.57	\$26.85	\$28.19	\$29.60	\$31.08	\$32.63	\$34.26
Police Sergeant	\$26.86	\$28.20	\$29.61	\$31.09	\$32.65	\$34.28	\$35.99	\$37.79

6. That the following Pay Schedule for the above listed IBEW eligible positions of the City of Scottsbluff, Nebraska employed in Classified Positions be approved April 4, 2022 and effective April 11, 2022.

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

<u>Grade</u>	<u>A</u>	<u>B</u>	<u>C</u>	<u>D</u>	<u>E</u>	<u>L1</u>	<u>L2</u>	<u>L3</u>
1	15.68	16.46	17.29	18.15	19.06	20.01	21.01	22.06
2	16.46	17.29	18.15	19.06	20.01	21.01	22.06	23.17
3	17.29	18.15	19.06	20.01	21.01	22.06	23.17	24.32
4	18.15	19.06	20.01	21.01	22.06	23.17	24.32	25.54
5	19.06	20.01	21.01	22.06	23.17	24.32	25.54	26.82
6	20.01	21.01	22.06	23.17	24.32	25.54	26.82	28.16
7	21.01	22.06	23.17	24.32	25.54	26.82	28.16	29.57
8	22.06	23.17	24.32	25.54	26.82	28.16	29.57	31.05
9	23.17	24.32	25.54	26.82	28.16	29.57	31.05	32.60
10	24.32	25.54	26.82	28.16	29.57	31.05	32.60	34.23

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

HOURLY POSITIONS - IBEW EMPLOYEES ONLY

<u>Grade</u>	<u>Class Titles</u>	<u>Grade</u>	<u>Class Titles</u>
2	Maintenance Worker – Compost Facility	5	Water System Operator I
3	Motor Equipment Operator	6	Compost Facility Operator II
3	Wastewater Plant - Maintenance Worker	6	Wastewater Plant Operator II
4	Environmental Services Solid Waste Operator	7	Mechanic-Environmental Services
4	Heavy Equipment Operator	7	Mechanic-Transportation
4	Water System Maintenance Worker	7	Water System Operator II
5	Traffic Control Tech	7	Construction Locator Specialist
5	Wastewater Plant Operator I	9	Stormwater Specialist

8. Resolution No. 21-08-04 and all other resolutions in conflict with this resolution are repealed.

Passed and approved this 4th day of April, 2022.

Mayor

ATTEST:

City Clerk

City of Scottsbluff, Nebraska

Monday, April 4, 2022

Regular Meeting

Item Resolut.2

Council to consider the third reading of the Ordinance regarding the Rezone of Block 7 of the Five Oaks Subdivision from Agricultural to R-4 Heavy Density Multiple Family.

Staff Contact: Zachary Glaubius, Planning Administrator

ORDINANCE NO. _____

AN ORDINANCE DEALING WITH ZONING, AMENDING SECTION 25-1-4 BY UPDATING THE OFFICIAL ZONING DISTRICT MAP TO SHOW THAT LOTS 1 AND 2, BLOCK 7, FIVE OAKS SUBDIVISION, TO THE CITY OF SCOTTSBLUFF, SCOTTS BLUFF COUNTY, NEBRASKA CURRENTLY ZONED AS AGRICULTURAL (A), WILL NOW BE INCLUDED IN HEAVY DENSITY MULTIPLE FAMILY (R-4), REPEALING PRIOR SECTION 25-1-4, PROVIDING FOR AN EFFECTIVE DATE AND PROVIDING FOR PUBLICATION IN PAMPHLET FORM.

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

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

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

This is to certify that this is the official zoning district map described in §25-1-4 of the Scottsbluff Municipal Code, passed this ____ day of _____, 2022.”

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

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

PASSED AND APPROVED on _____, 2022.

Mayor

ATTEST:

City Clerk

(Seal)

Approved as to form:

City Attorney

City of Scottsbluff, Nebraska

Monday, April 4, 2022

Regular Meeting

Item Resolut.3

Council to consider the third reading of the Ordinance repealing the GG-O Gateway Green Overlay Requirements and amending the landscaping provisions beginning in Chapter 25 Article 22 Section 1, incorporating prior GG-O Gateway Green Overlay Requirements into the landscaping sections.

Staff Contact: Zachary Glaubius, Planning Administrator

ORDINANCE NO. _____

AN ORDINANCE OF THE CITY OF SCOTTSBLUFF, NEBRASKA, REPEALING THE GG-O GATEWAY GREEN OVERLAY REQUIREMENTS FOUND IN THE MUNICIPAL CODE AT CHAPTER 25-3-22.01 AND AMENDING THE LANDSCAPING PROVISIONS BEGINNING IN CHAPTER 25 ARTICLE 22 SECTION 1, INCORPORATING PRIOR GG-O GATEWAY GREEN OVERLAY REQUIREMENTS INTO THE LANDSCAPING SECTIONS, PROVIDING FOR AN EFFECTIVE DATE AND PROVIDING FOR PUBLICATION IN PAMPHLET FORM.

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

Section 1. Section 25-3-22.01 entitled GG-O Gateway Green Overlay is now repealed in its totality.

Section 2. Section 25-22-1 through 25-22-11 is now revised and amended to read as follows:

“ARTICLE 22: LANDSCAPING.

Section

- 25-22-1 Intent
- 25-22-2 Definitions
- 25-22-3 Applicability
- 25-22-4 Materials, Installation, and Maintenance Standards
- 25-22-5 Tree Plantings
- 25-22-6 Street Yard Landscape Provisions
- 25-22-7 Bufferyard & Screening Provisions
- 25-22-8 Parking Lot Landscaping
- 25-22-9 Nature-Based Stormwater Best Management Practices (BMPs)
- 25-22-10 Performance Guarantee
- 25-22-11 General Provisions

§ 25-22-1 INTENT.

The provisions of this article provide guidance on the development of sites within the City of Scottsbluff by addressing landscaping and screening requirements. The provisions in this article are designed to improve the appearance of the community, buffer potentially incompatible land uses from one another, and conserve the value of properties within the City of Scottsbluff and its extra-territorial jurisdiction.

§ 25-22-2 DEFINITIONS.

(A) The following definitions shall be used for terms contained within this article:

- (1) **BUFFERYARD.** A landscaped area intended to separate and partially obstruct the view of two adjacent land uses or properties from one another.
- (2) **LANDSCAPED AREA.** The area within the boundaries of a given lot, site, or common development consisting primarily of plant material, including but not limited to grass, trees, shrubs, vines, ground cover, and other organic plant materials; or grass paver masonry units installed such that the appearance of the area is primarily landscaped.
- (3) **STREET YARD LANDSCAPE.** The area of a lot, site, or common development which extends inward of a minimum depth of ten (10) feet from any street property line
- (4) **SCREENING.** Screening: The method by which a view of one (1) site from another adjacent site is shielded, concealed, or hidden.
- (5) **PARKING FACILITY.** An area on a lot or site, including one (1) or more parking spaces, along with provision for access, circulation, maneuvering, and landscaping.

(6) **PERIMETER PARKING LOT LANDSCAPED AREA.** Any required landscaped area around the perimeter of a parking facility.

(7) **INTERIOR LANDSCAPED AREA.** Any required landscaped area within a site including interior islands, endcap islands, and corner islands. See Figure 25-22-8

(8) **IMPERVIOUS COVERAGE AREA.** The total horizontal area of all buildings, roofed or covered spaces, paved surface areas, walkways and driveways, and any other site improvements that decrease the ability of the surface of the site to absorb water, expressed as a percent of site area. The surface water area of pools is excluded from this definition.

§ 25-22-3 APPLICABILITY.

(A) The provisions of this Article shall apply to all new development on each lot or site upon application for a building permit, except for the following:

- (1) Single-family dwellings and Two-family dwellings;
- (2) Reconstruction or replacement of a lawfully existing use or structure following a casualty loss;
- (3) Remodeling, rehabilitation, or improvements to existing uses or structures which do not substantially change the location of structures, parking, or other site improvements;
- (4) Additions or enlargements of existing uses or structures which increase floor area or impervious coverage area by less than twenty percent (20%) of the building established on the site on the effective date of this Article. Where such cumulative additions or enlargements are twenty percent (20%) or greater, these provisions shall apply only to that portion where the new development occurs.

§ 25-22-4 MATERIALS, INSTALLATION, AND MAINTENANCE STANDARDS.

(A) List of Recommended and Prohibited Plant Material: Plantings shall be consistent with the List of Recommended and Prohibited Plant Materials provided by the Scottsbluff Park, Cemetery, & Tree Board through the Department of Development Services. All plant materials in required landscape areas including but not limited to street yard landscaping, bufferyards, screening, and parking lot landscaping, shall conform in size, species, and spacing with this section of the article.

(B) Plant Selection

(1) The overall landscape plan shall not contain more than thirty-three percent (33%) of any one plant species.

(2) All landscape plans must use at least fifty percent (50%) native and/or drought tolerant plant materials to be installed, as appropriate for their location.

(B) Minimum Plant Sizes.

(1) Evergreen Trees shall be a minimum of four (4) feet in height, measured from the top of the root ball to the top of the tree.

(2) Streetscape, or large, deciduous trees shall be a one and one-half inches (1 ½) caliper or larger, measured twelve (12) inches above the root ball.

(3) Small, or ornamental, deciduous trees shall be a one and one-half inches (1 ½) caliper or larger, measured twelve (12) inches above the root ball.

(C) Use of inorganic landscaping materials.

- (1) No artificial trees, shrubs, plants, or turf shall be used to fulfill the minimum requirements for landscaping.
- (2) Inorganic materials, such as stone or decorative pavers, may be used provided that such material does not comprise more than thirty-five (35%) of the minimum required landscaped area.
- (3) Other concrete and/or asphalt pavement surfaces may not be used within the minimum required landscaped area, except for walkways and driveways.
- (4) Loose rock shall not be permitted within any required landscaped area which is within ten (10) feet of a traveled street surface or sidewalk as defined under Chapter 22 of the Municipal Code.

(D) Upon installation of required landscape materials, each owner shall take appropriate actions to ensure their continued health and maintenance. Required landscaping that does not remain healthy shall be replaced consistently with this section and the approved landscaping plan for the project.

§ 25-22-5 TREE PLANTINGS.

(A) In any required landscaped area, including but not limited to street yard landscaping, bufferyards, screening, and parking lot landscaping bufferyard requirements, and parking lot landscaping requirements. One tree of an approved species shall be planted and maintained for each five hundred (500) square feet of required landscape area.

(B) Existing trees approved for preservations shall be counted toward satisfaction of this requirement.

(C) All required trees shall meet the minimum size requirements as set forth by 25-22-4.

§ 25-22-6 STREET YARD LANDSCAPE PROVISIONS

(A) Depth of street yard landscape area: Landscaping shall be required adjacent to each street property line and shall extend from the right-of-way to a minimum depth inward of ten (10) feet on private property for all land uses and zoning classifications. Provided however, that this requirement shall not be applicable land that is used for single-family or two-family residential uses.

- (1) Street yard landscaping depth may be reduced to not less than five (5) feet in order to meet off-street parking requirements.

(B) Location of Street Trees: All trees and shrubs planted in the street yard landscape area shall meet the spacing and location requirements of this Chapter and those of Chapter 20 Article 7 of the Municipal Code.

(C) Obstructions: Street yard Landscape areas required by this chapter shall not be obstructed by any type or size of fence.

§ 25-22-7 BUFFERYARD & SCREENING PROVISIONS.

(A) Bufferyard Applications. These provisions apply when use is established in a more intensive zoning district which is adjacent to a less intensive zoning district

- (1) The owner, developer, or operator of the lot or site in the more intensive zoning district shall install and maintain a landscaped bufferyard on his/her lot or site along the common lot line. Bufferyards are not required on single-family or two-family residential use types in the more intensive zoning district.
- (2) Criteria for review and approval of appropriate bufferyard design includes, but is not limited to the following: meets base bufferyard requirements, provides separation of

uses, obstructs view between uses, allows access to utilities and detention, and maintains surface water drainage. Appropriate site design may allow for bufferyards to be incorporated into stormwater detention, water quality areas, and utility easements.

- (3) The bufferyard dimensions set forth in Table 25-22-7 apply to zoning districts which share a common lot line; except
- (4) When a public alley with a width not less than twenty (20) feet or street separates a more intensive zoning district from a less intensive zoning district, no bufferyard is required.
- (5) If a six (6) feet high solid wood or PVC fence or masonry wall is incorporated into the design, the required bufferyard may be reduced to a width not less than ten (10) feet, conditional on approval by the Planning Commission. The finished side of the fencing shall face the less intensive zoning district property or site. A row of shrubs of an approved species with a minimum height of three (3) feet, planted a maximum of four (4) feet from center shall accompany the fence or wall.
- (6) Each bufferyard shall be entirely landscaped and free of paved areas, access ways, storage, or other disturbances.

(B) Bufferyard Requirements

TABLE 25-22-7

District A (More Intensive District) (Note 2)	District B (Less Intensive Adjacent District)		
	A, AR, R-1B, R-1, R-1A (Note 1)	R-4, R-6 (Note 1)	O-P, C-1, C-2, PBC, C-3
R-4	10 feet	---	---
R-6	10 feet	---	---
O-P	10 feet	---	---
C-1	5 feet	---	---
C-2	10 feet	10 feet	---
PBC	10 feet	10 feet	---
C-3	15 feet	15 feet	---
M-1	15 feet	15 feet	10 feet
M-2	20 feet	20 feet	20 feet
Note 1: Applies only to residential uses previously established in the zoning district.			
Note 2: Buffer requirements do not apply to single-family or two-family residential uses established in District A.			

(C) Screening Application: Screening is required when one or more of the following conditions is directly visible from or faces toward the boundary of a less intensive zoning district.

- (1) Rear elevations of buildings;
 - (a) Screening of rear of elevations of buildings shall not be required if less intensive zoning district is separated from more intensive zoning district by a public alley with a minimum width of twenty (20) feet.
- (2) Outdoor storage areas, cargo containers, or storage tanks, unless otherwise screened;
- (3) Loading docks, refuse collection points, and other service areas;
- (4) Major machinery or areas housing a manufacturing process;

- (5) Major on-site traffic circulation areas or car, truck, and/or trailer parking; or
- (6) Sources of glare, noise, or other environmental effect

(D) Screening Method: An opaque barrier shall be provided which visually screens the conditions listed above from less intensive uses as follows:

- (1) A solid wood, PVC, and/or masonry fence or wall at least six (6) feet in height.
- (2) A landscaping screen, using evergreen or deciduous materials, capable of providing a substantially opaque, hedge-like barrier which will be capable of providing a solid screen within three (3) years of planting.
- (3) A landscaped earth berm with a maximum slope of three (3) to one (1), rising no less than six (6) feet above the existing grade of the lot line separating the zoning districts.
- (4) A chain-link fence with an opaque barrier incorporated into it, such as slats, with at least six (6) feet in height.
- (5) Any combination of these methods that achieves a cumulative minimum height of six (6) feet and provides an opaque barrier.

(E) Location of Screening: Any screening method shall be installed within the required bufferyard or in close proximity of the items listed in this section (25-22-7 B 1-6).

(F) Drainage: Screening shall not adversely affect surface water drainage.

(G) Permitted interruptions of screening: Screening may be interrupted to provide access drives to service areas or for loading purposes to buildings. Such breaks or interruptions shall not exceed twenty percent (20%) of the length of the required screened area.

§ 25-22-8 PARKING LOT LANDSCAPING.

Landscape requirements: Interior and perimeter landscaping shall be provided for all parking facilities larger than six thousand (6,000) square feet to buffer the facility from surrounding properties and rights-of-way; reduce the environmental effects of large, hard-surfaced area; and improve the retention and absorption of storm water runoff. Parking facilities with an area less than six thousand (6,000) square feet shall be exempt from the interior landscaping requirements; parking facilities under two thousand (2,000) square feet shall be exempt from both perimeter and interior landscaping requirements.

(A) Perimeter Landscaping Requirements:

- (1) Each off-street parking facility shall provide a minimum landscaped buffer of ten (10) feet with a three (3) feet minimum screen along any street property line.
 - (a) Perimeter landscaping required depth may be reduced not to less than five (5) feet in order to meet off-street parking requirements.
- (2) Each parking facility that abuts a residential district shall provide a twenty (20) foot landscaped buffer along its common property line with the residential district.
- (3) A parking facility which abuts property in a residential district shall provide a fence, wall, landscape screen, or earth berm not less than four (4) feet in height for the length of the common boundary. A grade change, terrace, or other site feature which blocks the sight line of headlights into a residential property may satisfy this requirement, subject to the determination of the City Planner.
- (4) Landscaping or screening installed in any required landscaped area shall not obstruct the view from the off-street parking facility to any driveway approach, street, alley, or sidewalk. Landscaping shall further not obstruct any views among parking spaces and

circulation ways, or visibility between vehicles and pedestrians. (See 25-2-104.1 for sight triangle requirements).

(B) Interior Landscaping Requirements:

- (1) Each parking facility of over six thousand (6,000) square feet shall provide interior landscaped area equal to no less than five percent (5%) of the total paved area of the parking facility.
 - a. Parking facilities within the M-1 and M-2 Districts shall be exempt from this requirement.
- (2) Interior and endcap landscape islands shall not be less than nine (9) feet in width and eighteen (18) feet in length for a single row of parking spaces, or thirty-six feet (36) in length for a double row of spaces with five (5) foot curb radii at both ends.
- (3) Corner landscape islands shall be defined by extensions of the edges of intersection parking spaces.
- (4) Landscape islands shall be evenly distributed to the maximum extent possible.
- (5) Landscape Strips may be used in place of individual interior landscape islands if they comply with the following standards:
 - (a) The minimum width of a landscape strip shall be six (6) feet and the minimum length shall be seventy (70) feet.
 - (b) The landscape strip shall contain a minimum of one tree every eighteen (18) feet or at least fifty percent (50%) vegetative cover other than turf grass.
 - (c) Wheel stops shall be placed in in a location to prevent vehicles from overhanging the landscape strip more than twelve (12) inches.

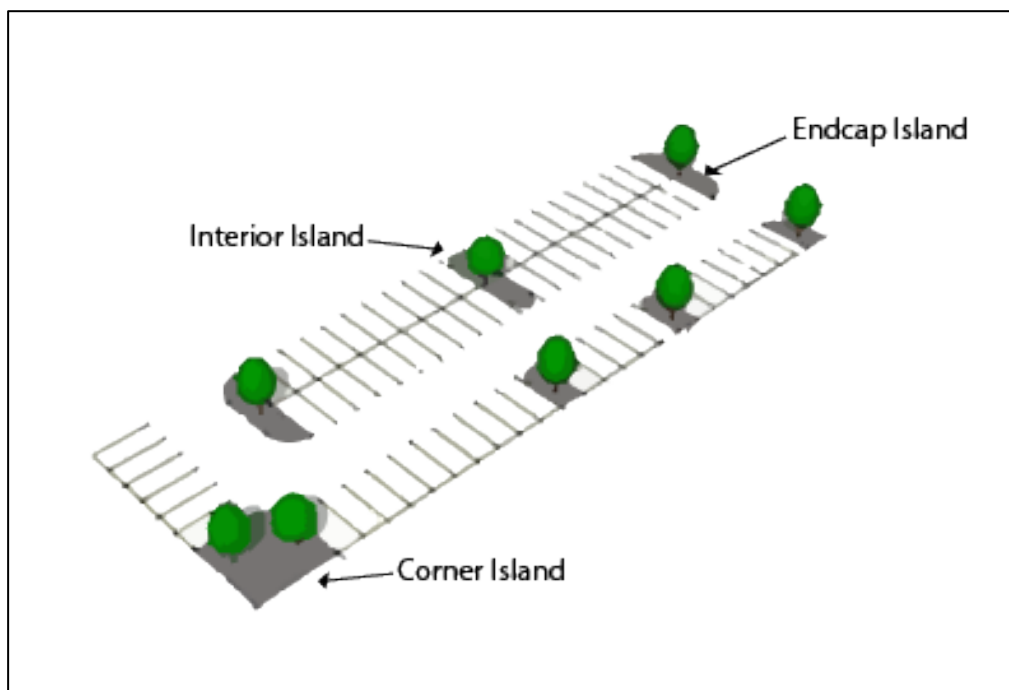


Figure 25-22-8

(C) Planting Requirements

- (1) Each interior or endcap island shall be planted with a minimum of:

a. One (1) large tree or two (2) small trees; and

b. With the remaining area in groundcover, which may be sod, ornamental grasses, organic mulch, or perennial or seasonal plantings, or shrubs spaced in accordance with common horticultural practices. Rock mulch may only be used if pre-approved by the City Planner.

(2) Each parking facility corner island shall be planted with two (2) large trees or five (5) small trees spaced in accordance with common horticultural practices, with the remaining area in groundcover, which may be sod, ornamental grasses, organic mulch, or perennial or seasonal plantings, or shrubs spaced in accordance with common horticultural practices. Rock mulch may only be used if pre-approved by the City Planner.

(3) Each perimeter landscaping bed shall be planted with a minimum of one (1) tree for every five hundred (500) square feet, spaced in accordance with common horticultural practices, with the remaining area in groundcover, which may be sod, ornamental grasses, organic mulch, or perennial or seasonal plantings, or shrubs spaced in accordance with common horticultural practices. Rock mulch may only be used if pre-approved by the City Planner.

(4) Trees shall meet the size requirements listed under 25-22-4.

§ 25-22-9 NATURE-BASED STORMWATER BEST MANAGEMENT PRACTICES (BMPs)

(A) When a nature-based or natural functioning stormwater BMP is installed, the BMP shall be landscaped and developed in such a way as to enhance or be in harmony with the surrounding site landscape.

(B) Examples of nature-based BMPs include, but are not limited to:

- (1) Bioretention
- (2) Retention ponds
- (3) Extended detention basins
- (4) Vegetated buffers
- (5) Bioswales
- (6) Infiltration basins/planters/trenches
- (7) Rain gardens; and/or
- (8) Constructed wetlands.

(C) Elements shall be “free form” following the natural contours of the land. If land lacks contour, the BMP shall be created to look like a natural landscape feature. Side slopes and lines should vary to give the appearance of a natural condition.

(1) Trees and shrub of approved species shall be planted in groupings intermittently along the BMP to create the appearance of the plants naturally occurring.

(2). Erosion control measures approved by the Public Works Director or his/her designee shall be required on all slopes.

(D) Stormwater BMPs shall meet all requirements of Chapter 24 of the Municipal Code.

§25-22-10 PERFORMANCE GUARANTEE

(A) If, at the time of an application for a certificate of occupancy, any required landscaping is not installed, the developer or owner of a site must submit a performance guarantee (by bond, letter of credit or other security approved in writing by the city attorney) satisfactory to the city in the amount of the value of a bona fide contract to install such landscaping. Such a contract must be reviewed and approved by the City Planner.

(B) The developer or owner shall grant the city permission to enter upon the land to install required landscaping if this has not been done within twelve (12) months of the effective date of the certificate of occupancy.

(C) The city shall release any bond or other arrangement immediately when the Department of Development Services verifies that required landscaping has been installed.

(D) These provisions shall not apply to single-family or two-family residential uses exclusively.

§ 25-22-11 GENERAL PROVISIONS

(A) Obstruction of view: Landscaping or screening installed in any landscaped area shall not obstruct the view from or to any driveway approach, street, alley, or sidewalk. (See 25-2-104.1 for sight triangle requirements)

(B) Earth berm locations: All earth berm locations shall be reviewed to determine how the berms shall relate to drainage and public utilities.

(C) Refuse Collection points shall always be screened with a six (6) feet opaque barrier.

(D) Exceptions: A development shall continue to comply with the bufferyard and screening requirements in effect at the time of issuance of its original permit, regardless of whether an adjacent lot or site is subsequently rezoned to a less intensive district which would otherwise require compliance with bufferyard or screening provisions.”

Section 3. Prior Section 25-3-22.01 is now repealed and prior sections 25-22-1 through 25-22-11 are now amended and included in the Scottsbluff Municipal Code and all other ordinances and parts of ordinances in conflict herewith are repealed. Provided, however, this ordinance shall not be construed to affect any rights, liabilities, duties or causes of action either criminal or civil, existing or actions pending at the time when this ordinance becomes effective.

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

PASSED and APPROVED on _____, 2022.

Mayor

Attest:

City Clerk (Seal)

Approved as to Form:

City Attorney

City of Scottsbluff, Nebraska

Monday, April 4, 2022

Regular Meeting

Item Bids1

Council to discuss and consider action on awarding the bid for One, New, Tractor with Loader Attachment for the Parks Department to Titan Machinery in the amount of \$29,900 after trade.

Staff Contact: Mark Bohl, Public Works Director

Agenda Statement

Item No.

For Meeting of: April 4, 2022

AGENDA TITLE: Consideration of bid tabulation for one, new, tractor with loader attachment for the Park department.

SUBMITTED BY DEPARTMENT/ORGANIZATION: Park Department

PRESENTATION BY: Mark Bohl, Director of Public Works

SUMMARY EXPLANATION: Four bids were received and opened on March 28, 2022 at 11:00 A.M. for one, new, tractor with loader attachment, with a trade-in of a 2018 Massey Ferguson Tractor. All bidders met the required specifications. The bid tabulation is as follows:

<u>Vendor</u>	<u>Bid Price</u>	<u>Trade-In</u>	<u>Price With Trade-In</u>
Titan Machinery	\$49,900.00	\$20,000.00	\$29,900.00
Sandberg Implement	\$49,223.58	\$15,000.00	\$34,223.58
Brown Company	\$59,500.00	\$23,022.00	\$36,478.00
21 st Century Equipment	\$56,933.45	\$19,000.00	\$37,933.45

BOARD/COMMISSION/STAFF RECOMMENDATION: Titan Machinery for \$29,900.00

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

Are funds budgeted? X yes no

If no, comments:

Estimated Amount

Amount Budgeted

Department

Account Description

\$35,000.00

Park Department

Equipment

Approval of funds available

City Finance Director

EXHIBITS

Resolution ☐

Ordinance ☐

Contract ☐

Minutes ☐

Plan/Map ☐

Other (specify) X Bid Sheets

NOTIFICATION LIST: Yes ☐ No ☐ Further Instructions ☐

Please list names and addresses required for notification.

APPROVAL FOR SUBMITTAL:

City Manager

**BID FORM
FOR FURNISHING
ONE, NEW TRACTOR WITH LOADER ATTACHMENT**

**Mayor and City Council
Scottsbluff, Nebraska**

I (we) have examined the Notice to Bidders, dated March 7, 2022, Instructions to Bidders and the Specifications, and submit the following bid to furnish one, new tractor with loader attachment.

One 2022 CASEIH FARMALL 65A Bid Price: \$ 49,900.00
Year Make Model #

Less Trade in:

2018 Massey Ferguson MF2706e

AG3M27060HKM1331

(Model – Serial Number)

\$ 20,000.00
Trade -In Value

Total Cost – Bid Price with Trade in: \$ 29,900.00

My Bid for the above described tractor with loader attachment - less trade-in is:

Twenty nine thousand nine hundred dollars
(amount written out fully)

If the City places an order with my firm for the specified equipment, I hereby certify I will deliver a new unit on or before:

April 4, 2022 which meets above specifications included with this proposal.
Month Day Year

Signature of the Bidder: _____

Name of the Bidder: AARON K. NEIN

Company Represented by the Bidder: TITAN MACHINERY

Address of the Bidder: 2401 WEST 20TH STREET, SCOTTSBLUFF, NE 69361

Telephone Number of the Bidder: (308) 635-3727

TITAN MACHINERY, SCOTTSBLUFF TEAM

AARON NEIN.....GOVERNMENT SALES
QUENTIN CRANMORE....GENERAL MANAGER
ADAM KRIAH.....SERVICE MANAGER
TOM PIESTER.....PARTS MANAGER

BID FORM

FOR FURNISHING
ONE, NEW TRACTOR WITH LOADER ATTACHMENT

Mayor and City Council
Scottsbluff, Nebraska

I (we) have examined the Notice to Bidders, dated March 7, 2022, Instructions to Bidders and the Specifications, and submit the following bid to furnish one, new tractor with loader attachment.

One 2022 Kubota MX6000 HSTC Bid Price: \$ 49,223.58
Year Make Model #

Less Trade in:

2018 Massey Ferguson MF2706e
AG3M27060HKM1331
(Model - Serial Number)

\$ 15,000
Trade-In Value

Total Cost - Bid Price with Trade in: \$ 34,223.58

My Bid for the above described tractor with loader attachment - less trade-in is:

Thirty Four Thousand Two Hundred Twenty Three Dollars & Fifty Eight Cents
(amount written out fully)

If the City places an order with my firm for the specified equipment, I hereby certify I will deliver a new unit on or before:

see attached letter. which meets above specifications included with this proposal.
Month Day Year

Signature of the Bidder: Kelly Sandberg

Name of the Bidder: Kelly Sandberg

Company Represented by the Bidder: Sandberg Implement

Address of the Bidder: 160005 Hwy 71 Gering NE 69341

Telephone Number of the Bidder: 308-463-2179

BID FORM

FOR FURNISHING
ONE, NEW TRACTOR WITH LOADER ATTACHMENT

Mayor and City Council
Scottsbluff, Nebraska

I (we) have examined the Notice to Bidders, dated March 7, 2022, Instructions to Bidders and the Specifications, and submit the following bid to furnish one, new tractor with loader attachment.

One 2022 Massey Ferguson 2860MH Bid Price: \$ 59,500.00
Year Make Model #

Less Trade in:

2018 Massey Ferguson MF2706e

AG3M27060HKM1331

(Model - Serial Number)

\$ 23,022.00
Trade-In Value

Total Cost - Bid Price with Trade in: \$ 36,478.00

My Bid for the above described tractor with loader attachment - less trade-in is:

Fifty Nine Thousand Five Hundred Dollars
(amount written out fully)

If the City places an order with my firm for the specified equipment, I hereby certify I will deliver a new unit on or before:

01 18 2023 which meets above specifications included with this proposal.
Month Day Year

Signature of the Bidder: Charlie Harshberger

Name of the Bidder: Charlie Harshberger

Company Represented by the Bidder: Brown Company

Address of the Bidder: 900 East Valley Rd. Torrington, WY 82240

Telephone Number of the Bidder: 307-532-2444

BID FORM

FOR FURNISHING
ONE, NEW TRACTOR WITH LOADER ATTACHMENT

Mayor and City Council
Scottsbluff, Nebraska

I (we) have examined the Notice to Bidders, dated March 7, 2022, Instructions to Bidders and the Specifications, and submit the following bid to furnish one, new tractor with loader attachment.

One 2021 John Deere 4066R Bid Price: \$ 56,133.45
Year Make Model #

Less Trade in:
2018 Massey Ferguson MF2706e
AG3M27060HKM1331
(Model - Serial Number)

\$ 19,000
Trade-In Value

Total Cost - Bid Price with Trade in: \$ 37,933.45

My Bid for the above described tractor with loader attachment - less trade-in is:

Thirty seven thousand, nine hundred thirty three and forty five cents
(amount written out fully)

If the City places an order with my firm for the specified equipment, I hereby certify I will deliver a new unit on or before:

June 1 2022 which meets above specifications included with this proposal.
Month Day Year

Loader ETA - Aug 13, 2022

Signature of the Bidder: Cathy Segelke

Name of the Bidder: Cathy Segelke

Company Represented by the Bidder: 21st Century Equipment

Address of the Bidder: 3609 Highway 26, Scottsbluff NE 69361

Telephone Number of the Bidder: 970-467-2580

City of Scottsbluff, Nebraska

Monday, April 4, 2022

Regular Meeting

Item Reports1

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

Staff Contact: Rick Deeds, Park Superintendent

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

This Non-Exclusive License and Management Agreement (the “License”), dated for reference purposes only as of the ____ day of April, 2022, is entered into by and between the City of Scottsbluff, Nebraska, a Municipal Corporation (“Licensor”) and Christopher R. Guzman (“Licensee”).

RECITALS

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

NOW THEREFORE, Licensor and Licensee agree as follows:

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

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

3. Term. The License shall be for a term of four (4) months commencing effective as of May 1, 2022. Either party shall have the right to terminate this License by providing the other party with no less than thirty (30) days prior written notice. Such notice shall specify the date that the License shall terminate. Notwithstanding the foregoing or any other provision herein, the parties acknowledge and agree that Licensor retains the right, at any time, to terminate this License by written notice to Licensee if such termination is required under the applicable Rules or any amendment, replacement, or supplement thereto, or in the event Licensor determines, in Licensor’s discretion, that Licensee has failed to manage and operate the softball league in accordance with the Rules. Any such termination shall not relieve the Licensee of the obligations of Licensee hereunder that have occurred or accrued hereunder prior to the termination.

4. License Fee. The parties agree the License Fee for the term of this License shall be \$3,000.00, payable on or before June 1, 2022.

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

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

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

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

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

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

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

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

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

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

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

- A. declare the License at an end and terminated;
- B. sue for the rent due and to become due under the License;
- C. sue for any damages sustained by Licensor;

- D. cure any breaches of Licensee's obligations to pay utilities, provide insurance, or properly maintain the Premises.

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

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

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

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

- a. Licensor's Address: 2525 Circle Drive
Scottsbluff, NE 69361
- b. Licensee's Address: 180397 Experiment Farm Road
Mitchell, NE 69357

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

19. Modification. This License contains all of the terms and conditions agreed upon by the Licensor and Licensee with respect to the Premises. All prior negotiations, correspondence, and agreements are superseded by this License and any other contemporaneous documents. This License may not be modified or changed except by written instrument signed by Licensor and Licensee.

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

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

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

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

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

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

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

[Execution Page Follows]

[Execution Page]

“LICENSEE”

Christopher R. Guzman

“LICENSOR”

City of Scottsbluff, Nebraska,
A Municipal Corporation,

By: Jeanne McKerrigan, Mayor

City of Scottsbluff, Nebraska

Monday, April 4, 2022

Regular Meeting

Item Reports2

Council to discuss and consider action on the Termination of Inter-Local Agreement and Assignment of Interest in Tourist Information Booth with Scotts Bluff County and authorize the Mayor to sign the Agreement.

Staff Contact: Mark Bohl, Public Works Director

**TERMINATION OF INTER-LOCAL AGREEMENT
AND ASSIGNMENT OF INTEREST IN TOURIST INFORMATION BOOTH**

This Termination of Inter-Local Agreement and Assignment of Interest in Tourist Information Booth ("Termination and Assignment Agreement") is made on _____, 2022 by and between the City of Scottsbluff, Nebraska, a municipal corporation ("City") and the County of Scotts Bluff, Nebraska, ("County").

The City and County are parties to an Inter-Local Agreement dated June 9, 1997 ("Agreement") for the placement of a former Burlington Northern Railroad caboose owned by the County ("Caboose") on a Tract on land leased by the City. The Caboose was to be used as a tourist information booth.

The City and County no longer use the caboose as a tourist information booth. The City and the County have now decided to terminate the Agreement. In addition, the County has decided to assign and transfer its ownership in the Caboose to the City.

City and County now agree as follows:

1. Termination of Agreement: The City and County mutually agree to terminate, cancel and nullify the Agreement and mutually agree that neither party shall be obligated to perform under its terms.
2. Assignment of Ownership Interest in Caboose: The County now assigns, transfers, and conveys any and all ownership interest it has in the Caboose to the City. The City accepts the assignment "AS IS" and assumes the obligation of ownership of the Caboose.
3. Miscellaneous:
 - (a) This Termination and Assignment Agreement constitutes the entire agreement of the parties with respect to its subject matter, and may only be modified in writing signed by both
 - (b) The provisions of this Termination and Assignment Agreement are severable and if any provision is held to be invalid, the remainder of the Termination and Assignment Agreement shall remain in effect.
 - (c) This Termination and Assignment Agreement may be executed in any number of counterparts, each of which shall be deemed an original, but which together shall constitute a single instrument.
 - (d) This Termination and Assignment Agreement shall be governed by the laws of Nebraska.

(e) This Termination and Assignment Agreement shall be binding on the successors and assigns of the parties.

(f) In the event of disagreement or dispute concerning any of the terms of this Termination and Assignment Agreement, the parties agree to negotiate and work toward resolving any such disputes or disagreements in good faith.

CITY OF SCOTTSBLUFF, NEBRASKA

SCOTTS BLUFF COUNTY, NEBRASKA

By _____
Jeanne McKerrigan, Mayor

By _____
Ken Meyer, Chairperson
Board of Commissioners

Attest: _____
City Clerk

Attest: _____
County Clerk