



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

Regular Meeting
December 6, 2021
6:00 PM

1. **Roll Call**
2. **Pledge of Allegiance.**
3. **For public information, a copy of the Nebraska Open Meetings Act is available for review.**
4. **Notice of changes in the agenda by the city clerk** (Additions may not be made to this agenda less than 24 hours before the beginning of the meeting unless added under Item 5 of this agenda.)
5. **Citizens with business not scheduled on the agenda** (As required by state law, no matter may be considered under this item unless council determines that the matter requires emergency action.)
6. **Closed Session**
 - a) Council reserves the right to enter into closed session if deemed necessary if the item is on the agenda as per Section 84-1410 of the Nebraska Revised Statutes.
7. **Scottsbluff Youth Council**
 - a) (informational only):
8. **Consent Calendar: (Items in the consent calendar are proposed for adoption by one action for all items unless any member of the council requests that an item be considered separately.)**
 - a) Council to approve the minutes of the November 15, 2021 Regular Meeting.
 - b) Council to approve the minutes of the November 29, 2021 Special Meeting.
 - c) Council to acknowledge receipt of a sewer claim from Elisia and Corey Rotherham at 1005 West Overland, Scottsbluff, NE. Council will withdraw and take no action on the claim.
 - d) Council to acknowledge receipt of a sewer claim from Marlene Henkel at 1013 West Overland, Scottsbluff, NE. Council will withdraw and take no action on the claim.
 - e) Council to set a public hearing for December 20, 2021 at 6:00 p.m. to consider an Ordinance Text Change regarding zoning district R-1 Single Family to add a special permit use for livestock-horses for certain lots.
9. **Claims**
 - a) Council to consider and take action on claims of the City.
10. **Petitions, Communications, Public Input:**

- a) Council to be introduced to Kayla Imus, Small Business Outreach Coordinator for the City of Scottsbluff.
- 11. **Subdivisions & Public Improvements:**
 - a) Council to discuss and consider action on the Preliminary and Final Plats for Lot 4A, Block 2, Cottonwood Glen and authorize the Mayor to sign the Resolution.
- 12. **Resolution & Ordinances:**
 - a) Council to discuss and consider action passing Emergency Ordinance to repair and replace another portion of the main trunk line of the sanitary sewer into the Wastewater Treatment Plant,
 - i) authorize the Mayor to sign the Ordinance and Proclamation and waive the three readings of the Ordinance because of the threat to public safety.
 - b) Council to discuss and consider action on a Resolution authorizing the Mayor to sign the Year-End Certification of Street Superintendent certifying Philip Mark Bohl as the City of Scottsbluff Street Superintendent for the year 2021.
- 13. **Reports from Staff, Boards & Commissions:**
 - a) Council to discuss and consider action on the Second Amendment to Economic Development Assistance Agreement for Factory Crimp Services, Inc.
 - b) Council to discuss and consider action on the Economic Development Assistance Agreement for Inventive Wireless of Nebraska, LLC d/b/a Vistabeam.
 - c) Council to discuss and consider action on the Agreement for Continuing Contribution Under the Joint Funding Agreement for Water Resource Investigation and authorize the Mayor to sign the Agreement.
 - d) Council to discuss and consider action on the Memorandum of Understanding between the Scottsbluff Police Department and Scottsbluff Public Schools and authorize the Mayor to sign the Memorandum of Understanding.
 - e) Council to discuss and consider action on sending a letter of intent to the Nebraska Arts Council to receive Creative District Designation in the City of Scottsbluff and authorize the Mayor to sign the letter.
 - f) Council to discuss and consider action on appointing Philip Mark Bohl as the City of Scottsbluff Street Superintendent for Jan. 1 through Dec. 31, 2022 for the purpose of the 2022 calendar year Highway Incentive Payment to be issued to the City by the NE. Dept. of Transportation in February 2023.
 - g) Council to discuss and consider action on the Maintenance Agreement No. 22 between the City of Scottsbluff and the Nebraska Department of Transportation and authorize the Mayor to sign the Agreement.
 - h) Council to discuss and give direction to staff on recording council meetings for the public.
 - i) Council to discuss and give direction to staff on adding lighting additions along the Monument Valley Pathway.

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, December 6, 2021

Regular Meeting

Item Closed1

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

Staff Contact:

City of Scottsbluff, Nebraska

Monday, December 6, 2021

Regular Meeting

Item Youth Cou 1

(informational only):

Staff Contact:

City of Scottsbluff, Nebraska

Monday, December 6, 2021

Regular Meeting

Item Consent1

Council to approve the minutes of the November 15, 2021 Regular Meeting.

Staff Contact: City Council

The Scottsbluff City Council met in a regular meeting on November 15, 2021 at 6:00 p.m. in the Council Chambers of City Hall, 2525 Circle Drive, Scottsbluff. A notice of the meeting had been published on November 12, 2021, in the Star Herald, a newspaper published and of general circulation in the City. The notice stated the date, hour and place of the meeting; that the meeting would be open to the public, that anyone with a disability desiring reasonable accommodations to attend the Council meeting should contact the City Clerk's Office, and that an agenda of the meeting kept continuously current was available for public inspection at the office of the City Clerk in City Hall; provided, the City Council could modify the agenda at the meeting if it determined that an emergency so required. A similar notice had been emailed to each council member, made available to radio stations KNEB, KMOR, KOAQ, and television stations KSTF and NBC Nebraska, and the Star Herald. The notice was also available on the city's website on November 12, 2021. Mayor McKerrigan presided and City Clerk Wright recorded the proceedings. The meeting was called to order and the Pledge of Allegiance was recited. Mayor McKerrigan welcomed everyone and informed those in attendance that a copy of the Nebraska Open Meetings Act is posted in the back of the room on the west wall for the public's review. The following Council Members were present: Jeanne McKerrigan, Nathan Green, Jordan Colwell, Angela Scanlan and Selina Lerma. Also present were City Attorney Kent Hadenfeldt and City Manager Dustin Rief. Absent: None. Mayor McKerrigan asked if there were any changes to the agenda. There were no changes. Mayor McKerrigan asked if any citizens with business not scheduled on the agenda wished to include an item providing the City Council determines the item requires emergency action. There was none. Ms. Elizabeth Roberts came forward reporting on Scottsbluff Youth Council. Ms. Roberts informed Council of various activities at Scottsbluff High School including Math Club, Skills USA, football, volleyball, DECA and FFA.

Moved by Council Member Scanlan, seconded by Council Member Green,

- a) The minutes of the November 1, 2021 Regular Meeting be approved.
- b) The advertising of a Request for Proposal for the purchase of real-time permit and asset management system software, to be used by various departments, and authorizing the City Clerk to advertise for proposals to be received by December 10, 2021 at 2:00 p.m. be approved.
- c) The bid specifications for the purchase of a 90 Gallon Cart Sanitation Vehicle, Cab & Chassis, for the Sanitation Department and authorizing the City Clerk to advertise for bids to be received by December 14, 2021 at 1:00 p.m. be approved.
- d) The bid specifications for the purchase of a Rear Loader Sanitation Vehicle, Cab & Chassis, for the Sanitation Department and authorizing the City Clerk to advertise for bids to be received by December 14, 2021 at 1:00 p.m. be approved, "YEAS," Colwell, Scanlan, Green, Lerma, and McKerrigan. "NAYS," None. Absent: None.

Moved by Council Member Green, seconded by Council Member Scanlan, that the following claims, be approved and paid as provided by law out of the respective funds designated in the list of claims dated November 15, 2021, as on file with the City Clerk and submitted to the City Council, "YEAS," Green, Lerma, Scanlan, McKerrigan, and Colwell. "NAYS," None. Absent: None.

CLAIMS

911 CUSTOM, LLC, CIP PATROL CAR #11 K9, 1711.89; ACCELERATED RECEIVABLES SOLUTIONS,WAGE ATTACHEMENT,248.39;ACTION COMMUNICATIONS INC.,EQUIP MAINT-PD,985.23;AGUALLO PAUL SR,DEPT SUPPLIES,3000; AIRGAS USA, LLC,DEPT SUPPLIES,174.37;ALFA LAVAL INC, EQUIP MAINT, 665.9; ALLO COMMUNICATIONS, LLC, LOCAL TELEPHONE CHARGES, 4091.33; AMERICAN LEGAL PUBLISHING CORPORATION, CODIFICATION OF ORDINANCES, 7507.5; ASSURITY LIFE INSURANCE CO, LIFE INSURANCE, 32.95;B & H INVESTMENTS, INC,DEP. SUP. - LIBRARY,281.5; B&C STEEL CORPORATION, DEPT SUPPLIES, 5117.91; BDS3C, LLC, ECON DEV ASSISTANCE AGREEMENT, 550000; BLUFFS FACILITY SOLUTIONS,BLDG. MAIN.,2479.31; CAPITAL BUSINESS SYSTEMS INC.,EQUIP MAINT ADM,178.42;CARR- TRUMBULL LUMBER CO, INC.,SNOW FENCE - 10 ROLLS,687.18;CELLCO PARTNERSHIP,IPADS, TABLETS, CELL PHONES, GRIDSMART FOR TRANS.,1080.99;CITIBANK, N.A.,SUPP - TOGGLE BOLTS & SILICONE,23.88;CITY OF GERING,DISPOSAL FEES,42199; CLARK PRINTING LLC,TIME CARDS,151.75;COMPUTER CONNECTION INC,CONTRACTUAL-PD,44;CONTINUUM EAP,EAP SERVICES 10/1/21 - 9/30/22,5000; CORE & MAIN LP,DEPT SUP,908.68;CORNHUSKER MARRIOTT HOTEL,SCHOOL & CONF,816;CREDIT BUREAU OF COUNCIL BLUFFS,FEE & EMPL SCREEN - OCT 2021,62.25;CRESCENT ELECT. SUPPLY COMP INC,SUPP - LAMPS,28.44; CROELL INC,DEPT SUPP CEM,734.32;DUNN JACOB,LEGAL FEES-PD,32.32;EAKES INC,DEPT SUPP CC,170.11;FASTENAL COMPANY,DEPT SUPP PARK,19.58;FAT BOYS TIRE AND AUTO,TIREREPAIRFORSWEEPER,108.15;FEDERAL EXPRESS CORPORATION,POSTAGE,281.9; FLIAM, TYLER,SCHOOLS & CONF-PD,200; FRANCISCO'S BUMPER TO BUMPER INC,TOW SERVICE-PD,950;FREMONT MOTOR SCOTTSBLUFF, LLC,VEH MAINT-PD,77.94;FYR-TEK INC,ANNUAL PUMP TESTING E1, E2, T1,1257.08;GALLS INC,UNIFORMS-PD,96.97;GARTON, LYNN,SCHOOLS & CONF,-155;GRAY TELEVISION GROUP INC,CONTRACTUAL SVC,2095;HD SUPPLY FACILITIES MAINTENANCE LTD, DEPT SUP, 366.69; HOA SOLUTIONS, INC, EQUIPMENT,37099.4;HONEY WAGON EXPRESS,CONTRACUTAL,225;HULLINGER GLASS & LOCKS INC.,BLDG. MAIN.,787.5;HYDROTEX PARTNERS, LTD,EQUIP MAINT PARK,163.44; IDEAL LAUNDRY AND CLEANERS, INC.,DEPT SUPPLIES,443.3;INGRAM LIBRARY SERVICES INC,COLL., 98.17; INTERNAL REVENUE SERVICE, WITHHOLDINGS, 63183.39; INTRALINKS, INC, CONTR SERV. - OCT 2021,3109.97;INVENTIVE WIRELESS OF NE, LLC,INTERNET CAMPGROUND,35.9;J G ELLIOTT CO.INC.,BOND - E.LOUTZENHISER,945; KNOW HOW LLC,BATTERIES & CHARGER,2275;KRIZ DAVIS,ELECTRICAL MAINT,300.13; LEE BHM CORP,PUBLISHING,4759.49;LESSERT CRYSTAL,LEGAL FEES-PD,20;LEXISNEXIS RISK DATA MANAGEMENT,CONSULTING-PD,100;M.C. SCHAFF & ASSOCIATES, INC,ENG. SERVICES FOR AVE. B OVERLAY PROJECT,38124;MADISON NATIONAL LIFE,INSURANCE,2429.47; MARKETING CONSULTANTS,CLOTHING ALLOWANCE - HATS,589;MATHESON TRI-GAS INC,RENT - MACHINES,66.18;MENARDS, INC,DEPT SUPP PARK,1812.94;MIDWEST CONNECT, LLC,UB PROCESSING - OCT 2021,1674.71;MONTELONGO JOSE,LEGAL FEES-PD,23.36; MTL COMMODITY CORPORATION,COST CERTIFICATION & DISBURS.REQUEST,125000; MUNIMETRIX SYSTEMS CORP,IMAGESILO - OCT 2021,39.99;NE CHILD SUPPORT PAYMENT CENTER,NECHILDSUPPORTPYBLE,1553.1; NE DEPT OF REVENUE,WITHHOLDINGS,22604.25; NEBRASKA ASSOCIATION OF CHIEF'S OF POLICE,MEMBERSHIP-PD,50;NEBRASKA INTERACTIVE, LLC,DRIVERS LIC REQ. (OCT 2021),7.5;NEBRASKA MACHINERY CO,EQUIP MAINT,1676.13;NEBRASKA PUBLIC POWER DISTRICT,ELECTRIC,37814.18;NEBRASKA RURAL RADIO ASSOCIATION,CONTRACTUAL SVC,665;NEBRASKALAND TIRE, INC,VEH

MAINT-PD,867.69;NETWORKFLEET, INC,GPS SERVICE,286.04;OCLC ONLINE COMPUTER LIBRARY CENTER, INC, CONT. SRVCS., 385.72; ONE CALL CONCEPTS, INC, CONTRACTUAL, 205.61;OREGON TRAIL COMMUNITY FOUNDATION, INC,SPONSORSHIP-GIRLS STATE GOLF,6000;OREGON TRAIL PLUMBING, HEATING & COOLING INC,BLDG MAINT-PD,461; PAIGE'S POSIES,CONTRACT SERV - BID OCT 2021,2497.5;PANHANDLE COOPERATIVE ASSOCIATION,FUEL,3731.59;ANHANDLE ENVIRONMENTAL SERVICES INC,CONTRACTUAL SVC,289;PLATTE RIVER GLASS RODNEY L FLOTH,EQUIP MAINT,300;PLATTE VALLEY BANK,HEALTH SAVINGS ACCOUNT,9868.36;POWERPLAN,EQUIP MAINT,314.57;PT HOSE AND BEARING,CAP NUTS & PLUGS FOR D. TRUCK,8.7;QUADIENT LEASING USA INC,CONT. SRVCS.,594.17;QUILL CORPORATION,DEPT SUPPL-PD,972.57;REGION 22 EMERGENCY MGMT,REGION 22 EMERGENCY MANAGEMENT FEE,7194.73;REGIONAL CARE INC,CLAIMS,91546.74;REVIZE LLC,ANNUAL WEBSITE SUPPORT,2568;RIGHT BRAIN UNLIMITED,DEPT SUPP PARK,532.31;ROSE DREW, INC,DEP. SUP.,162.81; S M E C,EMPLOYEE DEDUCTIONS,150.27;SAFETYLINE CONSULTANTS, INC,DEPT SUPPL-PD,41.35;SANDBERG IMPLEMENT, INC,EQUIP MAINT PARK,224.29;SCB COUNTY,DEPT CNTRL SRVCS,100;SCB FIREFIGHTERS UNION LOCAL 1454,FIRE EE DUES,300;SCB IBEW 1597 UNION DUES,SCB IBEW 1597 UNION DUES,458.18;SCOTTIES POTTIES INC,CONTRACTUAL,475;SCOTTS BLUFF COUNTY COURT, LEGAL FEES PD, 306; SCOTTSBLUFF POLICE OFFICERS ASSOCIATION, D POLICE EE DUES,936;SCOTTSBLUFF PUB SCHOOLS,SCOTTSBLUFF BRAND - WATER BOTTLES,3544.8;SCOTTSBLUFF SCREENPRINTING & EMBROIDERY, LLC,SCREENPRINT UNIFORM T-SHIRTS,625;SCOTTSBLUFF/GERING CHAMBER OF COMMERCE,STATE OF THE VALLEY LUNCHEON,200;SIMMONS OLSEN LAW FIRM, P.C.,CONTRACTUAL,16823.79; SIMON CONTRACTORS,PAYMENT ON AVE. B OVERLAY PROJECT,343043.6;SNELL SERVICES INC.,BLDG. MAIN.,367.6;SNYDER MARY,LEGAL FEES-PD,20; STAMPER SIDING & CONSTRUCTION,DEPT SUPPLIES,2320;STARR LEHL,CREATIVE DEV. CONF. EXPENSE - 11/3/21 - 11/4/21,64.88;TERRY D SCOTT,VEH MAINT PARK,85.1;THE PEAVEY CORP,INVEST SUPPL-PD,75.53;UNION BANK & TRUST,RETIREMENT,42802.37;WESTERN PATHOLOGY CONSULTANTS, INC,2022 FMCSA POLICY UPDATES,150;WESTERN TRAVEL TERMINAL, LLC,VEH MAINT-PD,471;WEX BANK,FLEET GASOLINE/DIESEL,22048.02;WILLIAM AND/OR ANITA JAMES,QUITCLAIM DEED JAMES,350;WIN INVESTMENTS INC,SCHOOLS & CONF,265.2;WYOMING CHILD SUPPORT ENFORCEMENT,CHILD SUPPORT,738.08;YOUNG MEN'S CHRISTIAN ASSOCIATION OF SCOTTSBLUFF, NE,YMCA,765;ZM LUMBER CO CAPITAL ONE TRADE CREDIT,SUPP - SNOW FENCE,679.25;ZM LUMBR,REIMBURSE FOR PERMIT 2021-05,400;REFUNDS; SOUTHWEST DÉCOR, 36.33; LINDA PALSER, 71.24; RRESIDENCE SPRINKLER, 237.96; JERRE SMITH, 29.97

City Manager Rief presented the September 2021 Financial Report. He explained this report is the unaudited preliminary numbers for fiscal year end. He went on to note there are large expenditures, but there was a net positive gain of all funds, adding on the expenditure side of our total budget we are approximately \$600,000 under budget. He also mentioned we did take in an additional \$814,000 in tax revenues including sales tax above the projected budget; we are about \$1.5 million above in the general fund from last year's budget. Council Member Scanlan moved, seconded by Council Member Lerma to accept the September 2021 Financial Report, "YEAS," Scanlan, McKerrigan, Lerma, Colwell, and Green. "NAYS," None. Absent: None.

Regarding the October 2021 Financial Report, Mr. Rief explained this report starts the beginning of our fiscal year and the report reflects significant payments to insurance and transportation projects.

Council Member Scanlan moved, seconded by Council Member Green to accept the October 2021 Financial Report, “YEAS,” Lerma, Colwell, McKerrigan, Green, and Scanlan. “NAYS,” None. Absent: None.

Mayor McKerrigan opened the public hearing at 6:11 p.m. to consider a Class I Liquor License application from Pocu, Inc., d/b/a Wonderful House, 829 Ferdinand Plaza, Scottsbluff, NE.

Ms. Elise Mooc, liquor license manager applicant and Police Chief Kevin Spencer were present to answer questions regarding the liquor license. The following exhibits presented on behalf of the City Council were entered into record: 1) Pocu, Inc., d/b/a Wonderful House Liquor License Application; 2) City Council check list for section §53-132 cum. supp. 2016; 3) written statement of Police Chief Kevin Spencer dated November 12, 2021; 4) written statement of City Clerk dated November 15, 2021; 5) written statement of Development Services dated November 9, 2021.

Ms. Elise Mooc approached Council and stated she has managed the Wonderful House for eleven years. She added there is a change in ownership and that is the reason for the new license.

Police Chief Kevin Spencer came forward and explained he does a background check to make sure the applicant is fit, willing and able to hold a liquor license. This check was uneventful and there is nothing disqualifying the Wonderful House from being able to have the license. He added Ms. Mooc did appear before the Liquor License Investigatory Board and received a positive recommendation for the license.

There were no comments from the public. Mayor McKerrigan closed the public hearing at 6:13 p.m.

Council Member Scanlan made a motion to send a positive recommendation to the Nebraska Liquor Control Commission regarding the Class I liquor license for Pocu, Inc., d/b/a Wonderful House pursuant to Nebraska §53-132 (2)a, (2)b, (2)c, and (2)d. This was seconded by Council Member Green, “YEAS,” McKerrigan, Green, Colwell, Scanlan, and Lerma. “NAYS,” None. Absent: None.

Council Member Scanlan moved, seconded by Council Member Lerma to send a positive recommendation to the Nebraska Liquor Control Commission naming Elise Mooc as the Liquor License Manager of Pocu, Inc., d/b/a Wonderful House, 829 Ferdinand Plaza, Scottsbluff, NE, “YEAS,” Colwell, Scanlan, Green, Lerma, and McKerrigan. “NAYS,” None. Absent: None.

RESOLUTION NO. 21-11-03

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

1. On November 15, 2021 the matter of the application of a Class I liquor license for Pocu, Inc., d/b/a Wonderful House, 829 Ferdinand Plaza, Scottsbluff, NE 69361 came on for consideration by the Council. The following exhibits were offered and received:

Exhibit 1 - Application of Class I liquor license for Pocu, Inc., d/b/a Wonderful House, 829 Ferdinand Plaza, Scottsbluff, NE 69361

Exhibit 2 - City Council Check List for Section 53-132 (Reissue 2016)

Exhibit 3 - Written statement of Police Chief dated November 12, 2021

Exhibit 4 - Written statement of City Clerk dated November 15, 2021

Exhibit 5 - Written statement of Development Services Department dated November 9, 2021

2. Witnesses were sworn and testimony was received in support of the application at the public hearing on this date from Elise Mooc, Manager; Police Chief Kevin Spencer spoke on behalf of the City.
3. Upon consideration of the evidence and the criterion to be considered by the City Council pursuant to law, the City Council finds as follows:
 - a. Applicant has demonstrated a fitness, willingness, and ability to properly serve or sell liquor in conformance to the rules and regulations of the Nebraska Liquor Control Act.
 - b. Applicant has met its burden with regard to the check list provided by Section 53-132 R.R.S. (2016) and demonstrates a willingness and ability to properly serve or sell liquor in conformance to the rules and regulations of the Nebraska Liquor Control Act and its management and control appears to be sufficient to insure compliance with such rules and regulations.
4. By reason of the above, the Applicant has met the burden of proof and persuasion in producing evidence pertaining to the criterion prescribed in the Nebraska Statutes.
Based on the above findings, the City Council approves the application and recommends to the Nebraska Liquor Control Commission that a Retail Class I liquor license be issued for Pocu, Inc., d/b/a Wonderful House at the premises described in the application.
5. The City Clerk shall transmit a copy of this Resolution to the Commission.
6. Cost of publication: \$12.95.

Passed and approved this 15th day of November 2021.

Mayor

ATTEST:

City Clerk

“seal”

Council Member Scanlan presented the Community Festival Permit for the Downtown Scottsbluff Christmas Parade 2021. Ms. Scanlan stated it is business as usual relating to the parade; they are happy to be able to have it, due to not being able to have it last year.

Council Member Colwell moved, seconded by Council Member Green to approve the Community Festival Permit for the Downtown Scottsbluff Christmas Parade 2021 on Broadway sponsored by the Downtown Scottsbluff Association on November 28, 2021 from 5:00-8:00 p.m., “YEAS,” Colwell, Scanlan, Green, Lerma, and McKerrigan. “NAYS,” None. Absent: None

Regarding the Special Designated Liquor License for P.R.E.S. Inc., d/b/a Rosita’s Restaurant to serve beer and distilled spirits at the Very Merry Christmas Market Event, Council Member Lerma declared a conflict of interest due to Rosita’s being a family business. She is abstaining from discussion or voting on the matter.

Council Member Green moved, seconded by Council Member Scanlan to excuse Council Member Lerma from discussion or voting on the agenda item pertaining to the Special Designated Liquor License for P.R.E.S. Inc., d/b/a Rosita's Restaurant, "YEAS," Green, Scanlan, McKerrigan, and Colwell. "NAYS," None. Abstain: Lerma. Absent: None.

Ms. Rosemary Florez approached Council regarding the Special Designated Liquor License for P.R.E.S. Inc., d/b/a Rosita's Restaurant to serve beer and distilled spirits at the Very Merry Christmas Market Event. She explained they will open at 10:00 a.m. and they will use wristbands and check identification for alcohol sales.

Council Member Scanlan made a motion, seconded by Council Member Green to approve the Special Designated Liquor License for P.R.E.S. Inc., d/b/a Rosita's Restaurant to serve beer and distilled spirits at the 18th Street Plaza for the Very Merry Christmas Market Event on December 4, 2021 from 10:00 a.m. to 4:00 p.m., "YEAS," Scanlan, McKerrigan, Colwell, and Green. "NAYS," None. Abstain: Lerma. Absent: None.

Council introduced the Ordinance updating Parks within the City and was read by title on second reading: **AN ORDINANCE OF THE CITY OF SCOTTSBLUFF, NEBRASKA AMENDING CHAPTER 15, ARTICLE 1, SECTION 1 OF THE MUNICIPAL CODE TO UPDATE THE NAMES AND LISTINGS OF PARKS IN THE CITY OF SCOTTSBLUFF, PROVIDING FOR AN EFFECTIVE DATE AND PROVIDING FOR PUBLICATION IN PAMPHLET FORM.**

Council Member Colwell moved that the statutory rule regarding the Ordinance for updating Parks within the City to be read by title on three different days be suspended. This was seconded by Council member Scanlan. "YEAS," Lerma, Colwell, McKerrigan, Green, and Scanlan. "NAYS," None. Absent: None.

Council Member Colwell moved, seconded by Council Member Scanlan to adopt Ordinance No. 4266 updating Parks within the City, "YEAS," McKerrigan, Green, Colwell, Scanlan, and Lerma. "NAYS," None. Absent: None.

City Manager Rief presented to Council the Ordinance updating City Code 6-4-1 regarding the boundary lines of City Wards, explaining we were approached by the County to update our Wards. With the release of the 2020 Census Data, Scotts Bluff County is required to update the commissioner districts and per state statute the County must follow established ward lines within first class cities. The County has requested the City adjust boundary lines between Ward One and Ward Two from 17th Street to 18th Street. Staff is recommending the waiving of the three readings.

Council introduced the Ordinance updating City Code 6-4-1 regarding the boundary lines of City Wards and was read by title on first reading: **AN ORDINANCE OF THE CITY OF SCOTTSBLUFF, NEBRASKA AMENDING CHAPTER 6, ARTICLE 4, SECTION 1 OF THE SCOTTSBLUFF MUNICIPAL CODE DEALING WITH THE DEFINITIONS OF WARDS, REPEALING PRIOR PROVISIONS OF MUNICIPAL CODE, PROVIDING FOR AN EFFECTIVE DATE AND PROVIDING FOR PUBLICATION IN PAMPHLET FORM.**

Council Member Green made a motion that the statutory rule regarding the reading of the Ordinance updating City Code 6-4-1 regarding the boundary lines of the City Wards to be read by title on three different days be suspended. This was seconded by Council Member Scanlan. "YEAS," Colwell, Scanlan, Green, Lerma, and McKerrigan. "NAYS," None. Absent: None.

Council Member Scanlan moved, seconded by Council Member Lerma to adopt Ordinance No. 4267 updating City Code 6-4-1 regarding the boundary lines of City Wards, "YEAS," Green, Lerma, Scanlan, McKerrigan, and Colwell. "NAYS," None. Absent: None.

Mr. Zach Glaubius, Planning Administrator approached Council regarding the Ordinance updating the name of Hilltop Place to Hilltop Estate Place. Mr. Glaubius explained while reviewing City

maps they realized the existing Hilltop Place street name is in violation of City Code 21-1-19 because there is another Hilltop Place, platted in 1958, located in the City's Extra-territorial Jurisdiction. After consulting with the developer of the Hilltop Estates subdivision, the name Hilltop Estate Place was chosen as the new name of the street, meeting requirements of City Code. Mr. Glaubius also stated since this was an oversight by the City he is requesting waiving the three readings of the Ordinance.

Council introduced the Ordinance updating the name of Hilltop Place to Hilltop Estate Place and was read by title on first reading: **AN ORDINANCE OF THE CITY OF SCOTTSBLUFF, NEBRASKA AMENDING THE MUNICIPAL CODE TO REVISE §20-1-3 DEALING WITH THE CHANGE IN THE NAME OF STREETS, IN HILLTOP ESTATES TO HILLTOP ESTATE PLACE AND PROVIDING FOR AN EFFECTIVE DATE AND PROVIDING FOR PUBLICATION IN PAMPHLET FORM.**

Council Member Lerma moved that the statutory rule regarding the reading of the Ordinance updating the name of Hilltop Place to Hilltop Estate Place to be read by title on three different days be suspended. This was seconded by Council Member Scanlan. "YEAS," Scanlan, McKerrigan, Lerma, Colwell, and Green. "NAYS," None. Absent: None.

Council Member Scanlan moved, seconded by Council Member Lerma to adopt Ordinance No. 4268 updating the name of Hilltop Place to Hilltop Estate Place, "YEAS," Lerma, Colwell, McKerrigan, Green, and Scanlan. "NAYS," None. Absent: None.

Regarding accepting all completed improvements in Hilltop Estates and approving the Supplement Contract for Public Improvement, Mr. Rief explained he has been working with Mr. Hunter Kosman to get the utilities accepted and accomplish stormwater issues that came up later in the development. He added the first part of the agenda item is to accept the current improvements. The second, the supplemental agreement, is for the City to bid out the remainder of the improvements. He added it is essentially accepting the streets and water utilities with the City taking on the responsibility to get the rest completed on their behalf.

Council Member Colwell asked for clarification on bidding out and settling, wanting to know who pays for that. Does the City pay that portion? City Manager Rief stated, yes, we will bid the project with the supplemental agreement and as long as we are both in agreement that the bid is acceptable we will move forward with the project. Once the project is complete the City will invoice. We are responsible for making the initial payment and then Kosman, Inc. will be responsible for making the payment to the City.

Council Member Colwell moved, seconded by Council Member Scanlan to accept the completed improvements in Hilltop Estates and approve the Supplement Contract for Public Improvements for Hilltop Estates and authorize the Mayor to sign the Supplemental Contract, "YEAS," McKerrigan, Green, Colwell, Scanlan, and Lerma. "NAYS," None. Absent: None.

City Manager Rief presented the Façade Improvement Grant from Papa Murphy's Take and Bake Pizza for new signage. He explained this application received a positive recommendation from the CRA.

Mr. Dan Marshall, owner, came forward and explained he will be updating the sign on the business and on 27th Street. He is asking for \$3,905.32 to help complete the improvements.

Council Member Colwell moved, seconded by Council Member Scanlan to approve the City of Scottsbluff Façade Improvement Grant to Papa Murphy's Take and Bake Pizza, "YEAS," Colwell, Scanlan, Green, Lerma, and McKerrigan. "NAYS," None. Absent: None.

Under Council Reports, Council Member Scanlan stated that WNED had skipped their meeting for this month. Mayor McKerrigan added Tri City Active Living Advisory Committee had cancelled their meeting also. Mayor McKerrigan also commented that she and City Manager Rief attended meetings with Ground Based Strategic Deterrent and the Gambling Commission.

Council Member Scanlan moved, seconded by Council Member Lerma to adjourn the meeting at 6:34 p.m., “YEAS,” Green, Lerma, Scanlan, McKerrigan, and Colwell. “NAYS,” None. Absent: None.

Mayor

Attest:

City Clerk
“Seal”

City of Scottsbluff, Nebraska

Monday, December 6, 2021

Regular Meeting

Item Consent2

Council to approve the minutes of the November 29, 2021 Special Meeting.

Staff Contact: City Council

Special Meeting
November 29, 2021

The Scottsbluff City Council met in a Special Meeting on Monday, November 29, 2021 at 5:00 p.m. in the Council Chambers of City Hall, 2525 Circle Drive, Scottsbluff. The meeting was requested by a written call therefor by City Manager Dustin Rief for City Council to conduct a strategic planning session. A notice of the meeting had been published on November 19, 2021 in the Star Herald, a newspaper published and of general circulation of 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 accommodation to attend the council meeting should contact the city clerk's office, and that an agenda of the meeting kept continuously current was available for public inspection at the office of the city clerk in City Hall; provided, the city council could modify the agenda at the meeting if it determined that an emergency so required. A similar notice, together with a copy of the agenda, also had been delivered to each council member, made available to radio stations KNEB, KMOR, KOAQ, and television stations KSTF and KDUH, and the Star Herald. The notice was also available on the City's website on November 19, 2021. Mayor McKerrigan presided and City Clerk Wright recorded the proceedings. Mayor McKerrigan welcomed everyone and informed those in attendance that a copy of the Nebraska Open Meetings Act was available for the public's review. The following Council Members were present: Jeanne McKerrigan, Jordan Colwell, Nathan Green, and Selina Lerma. Also present were City Manager Dustin Rief and Deputy City Attorney Megan Dockery. Absent: Angela Scanlan. Mayor McKerrigan stated no other business shall be transacted at the special meeting unless all Council Members are present to consent and the City Council declares the existence of an emergency. She then asked if there was such an emergency. There was none.

Angela Scanlan entered the meeting at 5:03 p.m.

Ms. Brittany Hardin with the Nebraska Department of Economic Development, on behalf of the Nebraska Public Power District, introduced herself and started the strategic planning session.

Ms. Hardin started by asking participants to introduce themselves and explain what they love/their favorite thing about Scottsbluff. There were many different responses offered with the most popular being the friendliness and generosity of the community, shopping, green space, downtown area, and schools.

She then asked the participants, looking out into the future; 10 years from now, what would look and feel different in the City of Scottsbluff. She also added the caveat of having unlimited resources. The ideas and suggestions were as follows:

More diverse in economy	Diversify to other industries	Pathway completed
Access to Monument	PAWS	Redevelopment
More retail in the Mall	Aquatic & Senior Center	Money for Roads
Fill up empty buildings (stores)	Four year college	Annexation
Infrastructure growth	Safety along river	Bigger City Hall
Recreation opportunities	Park & Rec building	Better website

Park/Rec work w/ St. Parks Pool	Heartland Expressway	Activities for Seniors
Housing	Tear down Kmart Bldg	Attract trades & professions
Park N of Hwy 26	Restrooms downtown	Finish existing projects
Activities for youth	River Run at airport	Another terminal at airport
Business & Art growth	Homeless options	Water sports
Big box businesses	Recruitment	Partnerships with communities
Needs-one stop shop	Property standards	Community Center
Advocates-victims of crime	Community garden	Juvenile Detention Center
Regional Compost Facility	Indoor field house	Sustainable development
Support data storage	Transitional housing	Riverfront development
	Business Center to rent	Senior transportation after hours

After the brainstorming discussion the participants took a break at 6:06 p.m. so Ms. Hardin could prioritize and put the ideas in time box themes of recreational, housing, school development, business, and infrastructure.

The group reconvened at 6:30 p.m. At that time Council Members were then placed with three to four people to implement strategies and potential action for goals on the theme they picked. The group discussions started at 6:45 p.m. and ended at 7:17 p.m.

After the discussions, Council Member Lerma started by introducing her theme of school development. She explained her group talked about paid internships for college students and using the college dorms as housing during the summer. They also addressed marketing Scottsbluff and Gering to out of area college students to get them to stay here after graduation and possibly changing our existing college from a two to four year institution.

In addition, her group discussed reopening the Senior Center at the mall or potentially using the vacant Albertson's building, both would need to house a kitchen area, however.

Ms. Lerma stated the top priority for her group would be the internship program and getting college students to stay in this area, adding the Senior Center was also mentioned as a close second.

Council Member Scanlan's group discussed business development. She explained their vision for business development in the area includes low vacancy, diverse business, workforce recruitment and growth. She added it is more about placement rather than just coming out and looking at the area. In addition her group discussed retooling the business incubator at Twin Cities Development and being able to make use of the service more, utilizing the idea of central information to direct people of where they need to go.

Mayor McKerrigan's group discussed housing. She explained her group's vision was more affordable housing for all levels of income, adding we lack housing for people to move up to the next level. She noted part of the problem is not having enough sub-contractors in the area because there is not enough workforce to address the need. Her group's short term solution is to partner with the school to build their woods career path to make it more construction trade, such as HVAC, plumbing, and electrical; the internship would definitely need to be paid to be successful. She added having tours for middle school students to introduce them to these different career paths, adding it needs to be a collaboration between the business, school, and City to make this happen. They also discussed the

homeless community and bringing this situation to light, commenting we have a generous community who would do in kind work and give donations to make a shelter available for this type of need, but commented that would be more of a long term timeframe.

Council Member Green picked infrastructure. He started by stating this is something that is not thought about until it is too late; an example being you don't think about big box retail until a store leaves or the PAWS project until you have poison water and need to put up a \$300M facility. He added short term goals aren't instant gratification for infrastructure. They are ten years out. He explained his group put their ideas in wants and needs categories. Needs being clean drinking water and a compost facility. In the wants category they put big box stores, data storage, and site redevelopment. His group agrees the PAWS project is a priority and a short term goal is to engage and get the backing of the community to keep the projects going.

Council Member Colwell picked recreational opportunities. He explained his group looked at a community center that could be a tie in for a new City Hall, which could include a youth center. He added the Alberton's building could fit that need and/or fit the need of an aquatic center also. In addition, he stated, the aquatic center could be located on the river front property across from Panhandle Coop.

The group also addressed the need of public restrooms downtown and trail development. The idea of an overpass added at 5th Avenue could possibly help clean up the vacant areas and also connect to the Pathway. Also, a pedestrian bridge could be built by Target and the pathway connected through the Scottsbluff Drain with redevelopment being added in those areas, too.

As far as Arts development, murals could be painted on buildings downtown by local artists and a bigger venue for theater performances could be implemented.

A park north of Highway 26 was also addressed as a need and different areas were identified, such as the Hilltop Estate location.

The long-term goal of this group is having a one stop shop for a community/aquatic/senior/youth center to possibly include a larger City Hall.

After discussion, Ms. Hardin stated she will write a report addressing long term and short term goals based on the priorities listed, as well as ideas on ways to get there. She will also identify the different partnerships that were mentioned. This report will then be presented to Council at a later date.

Council Member Green moved, seconded by Council Member Lerma to adjourn the meeting at 7:57 p.m., "YEAS," Lerma, Green, Colwell, Scanlan, and McKerrigan. "NAYS," None. Absent: None.

Mayor

Attest:

City Clerk

"SEAL"

City of Scottsbluff, Nebraska

Monday, December 6, 2021

Regular Meeting

Item Consent3

Council to acknowledge receipt of a sewer claim from Elisia and Corey Rotherham at 1005 West Overland, Scottsbluff, NE. Council will withdraw and take no action on the claim.

Staff Contact: Kim Wright, City Clerk

City of Scottsbluff
CITIZEN INCIDENT REPORT

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

Date: 09-20-2021

Date and location of Incident: 09/17/2021 @ 1005 West Overland Seb. Neb.

Claimant Name: Elisia & Corey Rotherham Phone: 308-765-1436

Address: 1005 West Overland City: Seb State and Zip: Neb. 69361

City Department Contact: Waste water & sewer management or City Clerk Kim Wright

Narrative of what happened: _____

Please See attached paper for
what happened.

Estimated amount of damages \$ _____ (attach estimates)

Attachments: Photos: Sent In Email Estimates: _____ Medical Bills: _____

Witnesses: Dave Rotherham + Mason

Contact Information: Employees of the City

Citizen insurance information: USDA + II

Reported by (city staff): Dave Rotherham

Received Date: 09/21/2021

Signature of Claimant(s): Elisia Rotherham + Corey R.

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

On Friday 9/17/21 @ around 2pm to 3pm I stepped out of my bedroom to switch laundry and as I was bare footed I walked into at least 3 inches of liquid.

It smelled so bad I was throwing up and noticed

It was all flooded and all over my whole basement and it was pure sewage, sewage water and everything

In it. I walked out seen the City in my alley working on the main as I asked them whats going on they said they are working on A pipe I told them my whole Basement is flooded with it all over I just Re-did my whole Basement. My husband just finished painting it that week. All our Rooms are Ruined. They told us file A Claim. I

said I got to get my kids from school I want cleaning it up, that they had to or have someone

yes I was furious It was gross still is gross they said file A claim theyll reimburse it all I said thats not going to be the same we have all our Rooms in basement with all our lifes memories and personal belongings all ruined.

Today Is 9-21-21 and still nobody is able to come clean it because they are waiting on the city assecor go to approval. I spoke to the man in Atlas again. Dave Rotherham

was on the phone with City Clerk Kim and
Dane & Mason came in to witness it all we have
several videos & pictures sending with this.

We are not able to go into our house
because of this its disgusting and not healthy not
safe. I got kids to ~~put~~ ~~first~~ and we've been
in motels since Friday 9-17-21. Ed J Restoration
is waiting to get the go of approval to go and
clean extract and gut and remove all that is
in my Basement that was ruined from this, and
all that was touched has to go they said. They
came to do a analysis of the situation as well
and has spoke to Kim as well.

Its A unfortunate situation and we
just want to get it fixed and replaced and
get Baele in our Home so we can all move on
in life with our lives as we were.

Thank you for your time!!

9-21-21 x Elissa Rothenham
x Cory Roth

Memo

To: Kim Wright, City Clerk
From: Lynn Garton, Water Reclamation Supervisor
CC: Mark Bohl, Public Works Director
Date: 9/22/2021
Re: 1005 & 1013 West Overland Claim

At approximately 1:29 pm on Friday September 17, 2021, Vicky received a call from Andy at Independent Plumbing who was located at 1013 West Overland. Andy indicated that he was at a sewer call and had snaked some 90 feet out from the residence without any indication that he was making progress and believed the blockage may be in the city mainline and was wanting someone with the department to check the main.

Vicky contacted Mario Garcia with the collection crew to pass along the request for response. Mario, Mason, Rich and Pat arrived at the location and found standing water in the manhole and there was little flow. They proceeded to clean and vacuum the line for approximately 260 feet, as they were cleaning they witnessed rubber gloves, grease clogs and wet (baby) wipes that appeared to be causing the obstruction, it took approximately 20 minutes to dislodge the obstruction and resume flow. While waiting for the flow to subside, an Elisia Rotherham from 1005 West Overland approached the cleaning crew and began to tell them she had sewage in her basement and demanded that they needed to clean it up. Mason instructed her that if she felt she had a claim to have it cleaned and file a claim with the City Clerk.

During the conversation with Elisia, she began to become very demanding and abrasive with the crew. Knowing she was related to Dave Rotherham they contacted Dave for his assistance so they could complete their task at hand. Dave arrived at the location at approximately 2:40 pm where he assessed the situation and helped to defuse Elisia. He then contacted Vicky to assure he was giving her the correct information on how to file a claim. Dave and Mason did enter the home of Elisia and viewed the basement and as stated in the work order, saw standing water in the basement area.

The collection crew and Dave completed the mainline cleaning and exited the area. On Wednesday September 22, 2021 I had the crew return to the area and televise the line to ensure it was properly cleaned. Exhibit #1 shows the mainline (8-inch clay tile) the top of the line indicates that grease collected in the line at some point. Exhibit #2 shows the location of the service line from 1005 West Overland as it enters the mainline. Exhibit #3 is looking up the service line showing grease residue.

Scottsbluff 1003 west overland
10112 -> 10119
Circular Birch clay

Excess #1

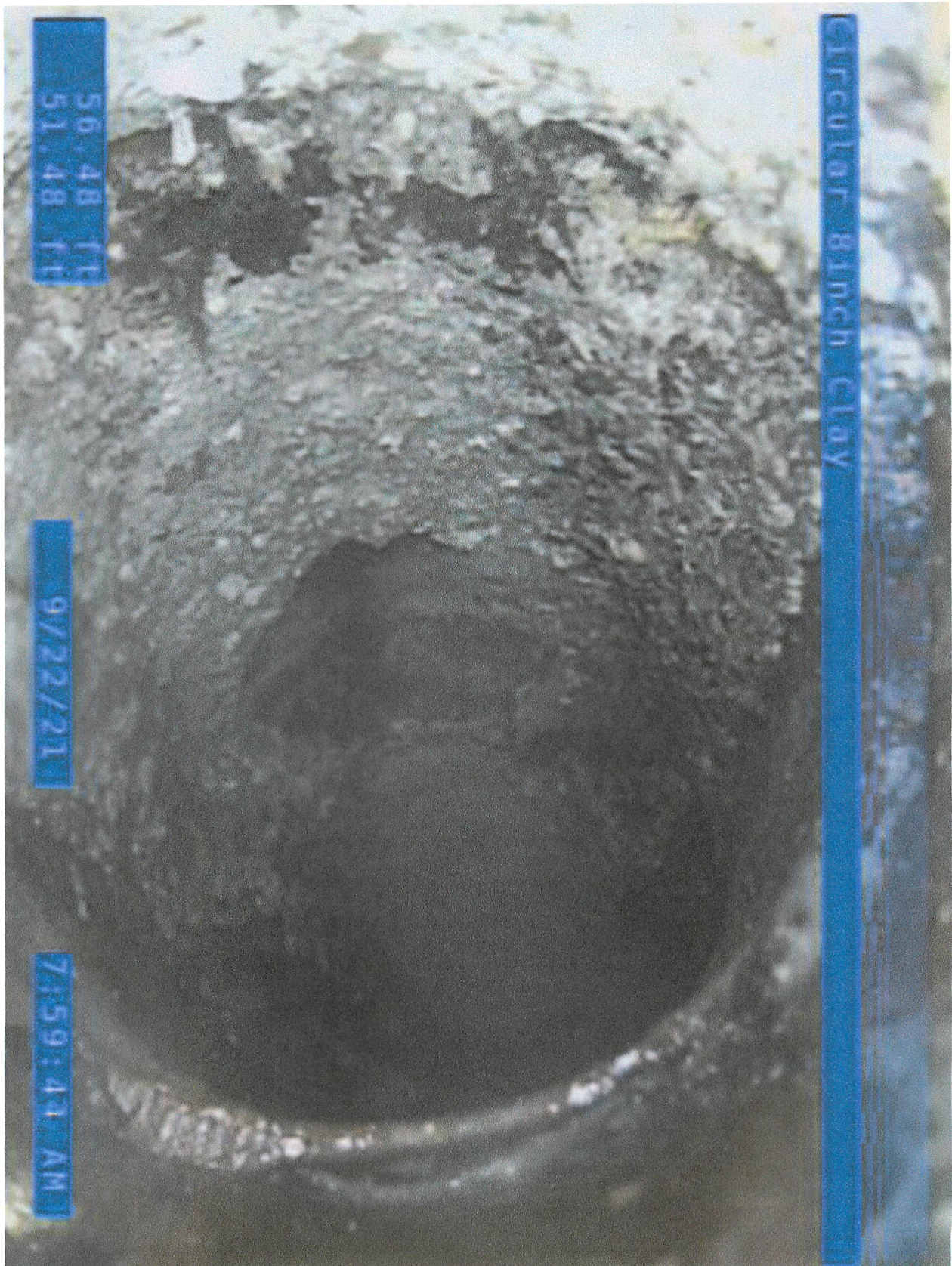
12.58 ft
7.58 ft

9/22/21

1:58:14 AM

EXHIBIT #2





Exhiber #3

City of Scottsbluff
Wastewater Treatment Plant Sewer Call Work Record

Reviewed by Supervisor: _____

Date: 9-17-21 Time of Call: 1:29pm Received By: Vicky Given to: Mario Time Given: 1:29

Caller: Andy w/Int Pl Phone #: 602-8072 Owner if Known: _____

Location / Address: 1013 W OVID

Work Request: They're out 90ish ft - think it's in city main.

WORK PERFORMED

Field employees must answer all items numbered 1 through 13 and turn the Work Record over to the Wastewater Supervisor for Review.

1) Time of Arrival: _____

2) Upon arrival, the following manholes were checked to determine what was happening in the City's collection system:

Between	And...	On (What St or Ave)	Flow in Manholes: Write what was found below.	Picture Taken Yes or No
Example: E 16 th St	E 17 th St	12 th Ave	Normal	Yes

3) After checking manholes, what additional work was performed to correct this problem:

____ I informed the customer that they will need to contact a plumber to assist them with their private lines as the City's manholes have been checked in the area and the flow is okay. Who did you inform NIA

or ____ I informed the plumber that they will need to take a closer look at the customer's private lines as the City's manholes have been checked in the area and the flow is okay. Who did you inform NIA

or Cleaning performed: Cleaned sewer line. Sewer line was full and standing water was in line so cleaned and jetted line was clean and flowing good. Rich saw Rubber Gloves and grease clog and baby wipes in the line and as it got unplug

4) What did you find in the sewer lines or manholes? (grease/toilet paper, etc) Toilet paper and Baby wipes

5) Number of feet jetted: 260 ft

6) If jetting was performed and the flows in manholes were normal, explain why we went ahead and jetted the City's main lines. main line was full of water and not flowing

7) Did this location have flooding or damage occur of some sort? Yes ____ No X Unsure ____

8) If yes or unsure, did you provide them with the City's Letter from Management and EPA Brochure? _____

9) Who did you give the letter and brochure to? NIA

10) Date Completed: 9-17-2021 11) Personnel Time Involved: 2 Hr 12) Sewer Jet Hrs Involved: YCS

13) Work Performed By: Mario, Patrick, Mason, Rich

REMINDER, please do not put work order away until secretary has initialed it after recording.

City of Scottsbluff
Wastewater Treatment Plant Sewer Call Work Record

Reviewed by Supervisor: _____

Date: 9-17-21 Time of Call: 2:49 Received By: Vicky Given to: (Dave) Time Given: 2:30
 Caller: Dave (assisting crew) Phone #: _____ Owner if Known: _____
 Location / Address: 1005 W. Overland
 Work Request: Expected by W. Overland backup that was called in for 11013 W. Blvd.

WORK PERFORMED

Field employees must answer all items numbered 1 through 13 and turn the Work Record over to the Wastewater Supervisor for Review.

1) Time of Arrival: 2:40

2) Upon arrival, the following manholes were checked to determine what was happening in the City's collection system:

Between	And...	On (What St or Ave)	Flow in Manholes: Write what was found below.	Picture Taken Yes or No
Example: E 16 th St	E 17 th St	12 th Ave	Normal	Yes

3) After checking manholes, what additional work was performed to correct this problem:

- _____ I informed the customer that they will need to contact a plumber to assist them with their private lines as the City's manholes have been checked in the area and the flow is okay. Who did you inform _____
 or _____ I informed the plumber that they will need to take a closer look at the customer's private lines as the City's manholes have been checked in the area and the flow is okay. Who did you inform _____
 or Cleaning performed: CK Sewer Call Record for 1013 W. Overland

Dave & Mason CK'd basement at 1005 W. Overland
There was standing water on floor, we could not get past basement steps

4) What did you find in the sewer lines or manholes? (grease/toilet paper, etc) _____

5) Number of feet jetted: _____

6) If jetting was performed and the flows in manholes were normal, explain why we went ahead and jetted the City's main lines.

7) Did this location have flooding or damage occur of some sort? Yes X No _____ Unsure _____

8) If yes or unsure, did you provide them with the City's Letter from Management and EPA Brochure? No

9) Who did you give the letter and brochure to? _____

10) Date Completed: 9-17-21 11) Personnel Time Involved _____ 12) Sewer Jet Hrs Involved _____

13) Work Performed By: Dave, Mason

REMINDER, please do not put work order away until secretary has initialed it after recording.



West Nebraska Claims Service

P.O. Box 140
Scottsbluff, NE 69363-0140
wncs-sb@wncs.net
308-632-4161
308-632-4055 - fax

Insured: City of Scottsbluff
Property: 1005 West Overland
Scottsbluff, NE 69361
Business: 2525 Circle Drive
Scottsbluff, NE 69361

Business: (308) 630-6221
E-mail: kwright@scottsbluff.org

Claim Rep.: Jon Gillen
Business: P.O. Box 140
Scottsbluff, NE 69363-0140

Business: (308) 631-0532
Fax: (308) 632-4055
Cellular: (308) 631-0532
Home: (308) 635-3340
E-mail: j-gillen@wncs.net

Claimant: Rotherham, Corey & Elisia
Home: 1005 West Overland
Scottsbluff, NE 69361

Home: (308) 765-1636

Estimator: Jon Gillen
Business: P.O. Box 140
Scottsbluff, NE 69363-0140

Business: (308) 631-0532
E-mail: j-gillen@wncs.net

Reference: Cindy Dickinson
Company: City Of Scottsbluff
Business: 2525 Circle Drive
Scottsbluff, NE 69361

Business: (308) 630-4136
E-mail: cdickins@scottsbluff.org

Claim Number: ROTHERHAM

Policy Number:

Type of Loss: LIABILITY

Date Contacted: 9/21/2021 12:00 AM
Date of Loss: 9/21/2021 12:00 AM
Date Inspected: 9/21/2021 12:00 AM

Date Received: 9/21/2021 12:00 AM
Date Entered: 9/21/2021 2:59 PM

Price List: NESC8X_SEP21
Restoration/Service/Remodel
Estimate: SB21-0305

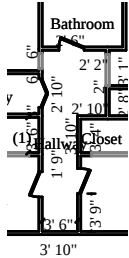


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wncs-sb@wncs.net
308-632-4161
308-632-4055 - fax

SB21-0305

Basement



Hallway

Height: 7' 6"

334.44 SF Walls	81.42 SF Ceiling
415.86 SF Walls & Ceiling	81.42 SF Floor
9.05 SY Flooring	44.08 LF Floor Perimeter
48.67 LF Ceil. Perimeter	

Missing Wall - Goes to Floor

3' 1" X 6' 8"

Opens into LAUNDRY

Missing Wall - Goes to Floor

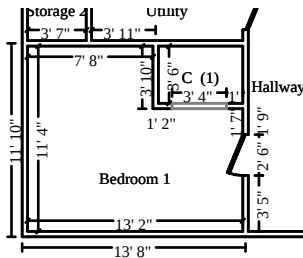
1' 6" X 6' 8"

Opens into STORAGE

DESCRIPTION	QUANTITY	UNIT PRICE	TAX	RCV	DEPREC.	ACV
7. R&R 1/2" - drywall per LF - up to 2' tall	30.00 LF	11.61	2.90	351.20	(0.00)	351.20
10. Seal/prime then paint the surface area (2 coats)	225.00 SF	0.78	2.68	178.18	(0.00)	178.18
12. R&R Cabinetry - full height unit - Standard grade	3.50 LF	193.76	36.00	714.17	<171.32>	542.85
1. R&R Vinyl plank flooring - Standard grade	81.42 SF	5.45	9.23	452.97	(0.00)	452.97
4. R&R Cove base molding - rubber or vinyl, 2 1/2" high	30.00 LF	1.80	2.00	56.00	(0.00)	56.00

Totals: Hallway

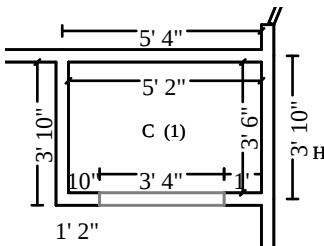
52.81 1,752.52 171.32 1,581.20



Bedroom 1

Height: 7' 6"

345.28 SF Walls	128.14 SF Ceiling
473.42 SF Walls & Ceiling	128.14 SF Floor
14.24 SY Flooring	45.67 LF Floor Perimeter
49.00 LF Ceil. Perimeter	



Subroom: C (1)

Height: 7' 6"

107.78 SF Walls	18.08 SF Ceiling
125.86 SF Walls & Ceiling	18.08 SF Floor
2.01 SY Flooring	14.00 LF Floor Perimeter
17.33 LF Ceil. Perimeter	

Missing Wall - Goes to Floor

3' 4" X 6' 8"

Opens into BEDROOM_3

DESCRIPTION	QUANTITY	UNIT PRICE	TAX	RCV	DEPREC.	ACV
31. R&R 1/2" - drywall per LF - up to 2' tall - east wall*	11.40 LF	11.61	1.10	133.45	(0.00)	133.45
32. Seal/prime then paint the walls (2 coats)	453.06 SF	0.78	5.39	358.78	(0.00)	358.78

SB21-0305

11/15/2021

Page: 2

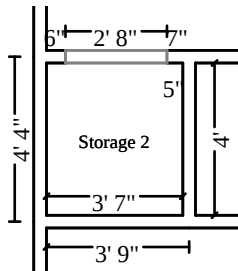


West Nebraska Claims Service

P.O. Box 140
Scottsbluff, NE 69363-0140
wncs-sb@wncs.net
308-632-4161
308-632-4055 - fax

CONTINUED - Bedroom 1

DESCRIPTION	QUANTITY	UNIT PRICE	TAX	RCV	DEPREC.	ACV
33. R&R Carpet pad	36.00 SF	0.70	1.29	26.49	(0.00)	26.49
34. R&R Carpet	146.22 SF	3.43	26.41	527.95	<49.14>	478.81
Totals: Bedroom 1			34.19	1,046.67	49.14	997.53



Storage 2

Height: 7' 6"

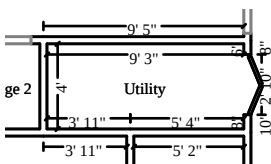
95.97 SF Walls	14.33 SF Ceiling
110.31 SF Walls & Ceiling	14.33 SF Floor
1.59 SY Flooring	12.50 LF Floor Perimeter
15.17 LF Ceil. Perimeter	

Missing Wall - Goes to Floor

2' 8" X 6' 8"

Opens into STORAGE

DESCRIPTION	QUANTITY	UNIT PRICE	TAX	RCV	DEPREC.	ACV
19. R&R 1/2" - drywall per LF - up to 2' tall	30.00 LF	11.61	2.90	351.20	(0.00)	351.20
20. Seal/prime then paint the surface area (2 coats)	225.00 SF	0.78	2.68	178.18	(0.00)	178.18
Totals: Storage 2			5.58	529.38	0.00	529.38



Utility

Height: 7' 6"

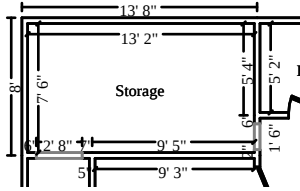
198.75 SF Walls	37.00 SF Ceiling
235.75 SF Walls & Ceiling	37.00 SF Floor
4.11 SY Flooring	26.50 LF Floor Perimeter
26.50 LF Ceil. Perimeter	

DESCRIPTION	QUANTITY	UNIT PRICE	TAX	RCV	DEPREC.	ACV
101. Richmond Natural Gass Water Heater 50 gallon*	1.00 EA	849.00	59.43	908.43	<454.22>	454.21
Totals: Utility			59.43	908.43	454.22	454.21



West Nebraska Claims Service

P.O. Box 140
Scottsbluff, NE 69363-0140
wncs-sb@wncs.net
308-632-4161
308-632-4055 - fax



Storage

Height: 7' 6"

282.22 SF Walls	98.75 SF Ceiling
380.97 SF Walls & Ceiling	98.75 SF Floor
10.97 SY Flooring	37.17 LF Floor Perimeter
41.33 LF Ceil. Perimeter	

Missing Wall - Goes to Floor

1' 6" X 6' 8"

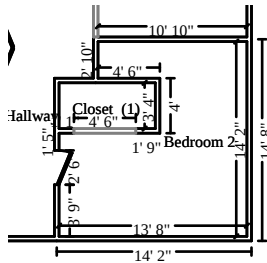
Opens into HALLWAY2

Missing Wall - Goes to Floor

2' 8" X 6' 8"

Opens into STORAGE_2

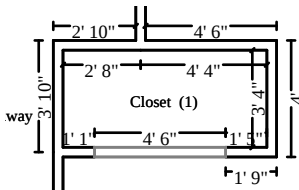
DESCRIPTION	QUANTITY	UNIT PRICE	TAX	RCV	DEPREC.	ACV
51. R&R 1/2" - drywall per LF - up to 2' tall - *	34.50 LF	11.61	3.33	403.88	(0.00)	403.88
52. Seal/prime then paint the walls (2 coats)	282.22 SF	0.78	3.36	223.49	(0.00)	223.49
53. R&R Vinyl tile - Standard grade	98.75 SF	3.17	7.81	320.85	<54.78>	266.07
Totals: Storage			14.50	948.22	54.78	893.44



Bedroom 2

Height: 7' 6"

455.00 SF Walls	156.72 SF Ceiling
611.72 SF Walls & Ceiling	156.72 SF Floor
17.41 SY Flooring	60.17 LF Floor Perimeter
64.67 LF Ceil. Perimeter	



Subroom: Closet (1)

Height: 7' 6"

125.00 SF Walls	23.33 SF Ceiling
148.33 SF Walls & Ceiling	23.33 SF Floor
2.59 SY Flooring	16.17 LF Floor Perimeter
20.67 LF Ceil. Perimeter	

Missing Wall - Goes to Floor

4' 6" X 6' 8"

Opens into BEDROOM_2

DESCRIPTION	QUANTITY	UNIT PRICE	TAX	RCV	DEPREC.	ACV
24. R&R 1/2" - drywall per LF - up to 2' tall - west wall*	14.00 LF	11.61	1.35	163.89	(0.00)	163.89
25. Seal/prime then paint the walls (2 coats)	580.00 SF	0.78	6.90	459.30	(0.00)	459.30
28. R&R Carpet pad	36.00 SF	0.70	1.29	26.49	<2.29>	24.20
26. R&R Carpet	180.06 SF	3.43	32.52	650.13	<60.51>	589.62
Totals: Bedroom 2			42.06	1,299.81	62.80	1,237.01

SB21-0305

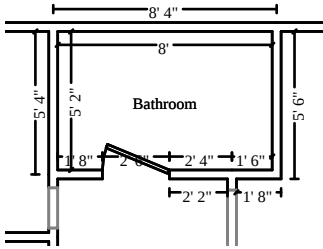
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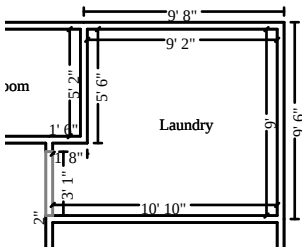


Bathroom

Height: 7' 6"

197.50 SF Walls	41.33 SF Ceiling
238.83 SF Walls & Ceiling	41.33 SF Floor
4.59 SY Flooring	26.33 LF Floor Perimeter
26.33 LF Ceil. Perimeter	

DESCRIPTION	QUANTITY	UNIT PRICE	TAX	RCV	DEPREC.	ACV
37. R&R 1/2" - drywall per LF - up to 2' tall	23.00 LF	11.61	2.22	269.25	(0.00)	269.25
38. Seal/prime then paint the surface area (2 coats)	225.00 SF	0.78	2.68	178.18	(0.00)	178.18
39. R&R Vinyl plank flooring - Standard grade	41.33 SF	5.45	4.69	229.94	(0.00)	229.94
40. R&R Cove base molding - rubber or vinyl, 2 1/2" high	30.00 LF	1.80	2.00	56.00	(0.00)	56.00
41. Toilet - Detach & reset	1.00 EA	186.18	0.45	186.63	(0.00)	186.63
43. R&R Vanity - Standard grade	1.50 LF	135.05	10.26	212.84	<50.64>	162.20
44. Sink - single - Detach & reset	1.00 EA	113.91	0.03	113.94	(0.00)	113.94
Totals: Bathroom			22.33	1,246.78	50.64	1,196.14



Laundry

Height: 7' 6"

276.94 SF Walls	88.33 SF Ceiling
365.28 SF Walls & Ceiling	88.33 SF Floor
9.81 SY Flooring	36.58 LF Floor Perimeter
39.67 LF Ceil. Perimeter	

Missing Wall - Goes to Floor

3' 1" X 6' 8"

Opens into HALLWAY2

DESCRIPTION	QUANTITY	UNIT PRICE	TAX	RCV	DEPREC.	ACV
47. R&R 1/2" - drywall per LF - up to 2' tall - entry north wall*	6.00 LF	11.61	0.58	70.24	(0.00)	70.24
48. Seal/prime then paint the surface area (2 coats)	225.00 SF	0.78	2.68	178.18	(0.00)	178.18
Totals: Laundry			3.26	248.42	0.00	248.42

Stairwell

DESCRIPTION	QUANTITY	UNIT PRICE	TAX	RCV	DEPREC.	ACV
61. R&R Glue down carpet	72.00 SF	2.83	9.22	212.98	<42.99>	169.99

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CONTINUED - Stairwell

DESCRIPTION	QUANTITY	UNIT PRICE	TAX	RCV	DEPREC.	ACV
Totals: Stairwell			9.22	212.98	42.99	169.99

Main Floor

DESCRIPTION	QUANTITY	UNIT PRICE	TAX	RCV	DEPREC.	ACV
62. Clean and deodorize living room carpet*	214.00 SF	0.45	6.90	103.20	(0.00)	103.20
Totals: Main Floor			6.90	103.20	0.00	103.20

Water Mitigation

DESCRIPTION	QUANTITY	UNIT PRICE	TAX	RCV	DEPREC.	ACV
63. Water Extraction, Dryout , Demolition - E&J Restoration*	1.00 EA	8,102.87	0.00	8,102.87	(0.00)	8,102.87
64. General clean - up - Hours by owner for water & content cleanup*	54.00 HR	13.04	0.00	704.16	(0.00)	704.16
Totals: Water Mitigation			0.00	8,807.03	0.00	8,807.03
Total: Basement			250.28	17,103.44	885.89	16,217.55

Contents

DESCRIPTION	QUANTITY	UNIT PRICE	TAX	RCV	DEPREC.	ACV
66. Clean freezer - interior and exterior - Heavy clean	2.00 EA	57.01	8.10	122.12	(0.00)	122.12
67. 5 Tier Cloths Rack - *	3.00 EA	119.00	24.99	381.99	<126.06>	255.93
68. Corner Shelf*	1.00 EA	220.00	15.40	235.40	<77.68>	157.72
69. 5 tier corner book shelf*	1.00 EA	209.00	14.63	223.63	<73.80>	149.83
70. Toshia 55" LED 3dTV- Discontinued - Used comparative pricing - Sony & Samsung*	1.00 EA	998.00	69.86	1,067.86	<533.93>	533.93
71. JL Audio 600 1v3 Mono subwoofer amplifier - Discontinued - Used JL comparative amp*	3.00 EA	679.99	142.80	2,182.77	<1,091.39>	1,091.38
72. Rockford Fosgate 1200 Subwoofer amplifier*	2.00 EA	349.00	48.86	746.86	<373.43>	373.43

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CONTINUED - Contents

DESCRIPTION	QUANTITY	UNIT PRICE	TAX	RCV	DEPREC.	ACV
73. 15" Kicker CVX Subwoofer *	2.00 EA	369.00	51.66	789.66	<260.59>	529.07
74. Kicker 15" Duel Subwoofer Box*	1.00 EA	150.00	10.50	160.50	<52.97>	107.53
75. Dell G7 17" Lap top*	1.00 EA	1,495.00	104.65	1,599.65	<527.88>	1,071.77
76. Furniture of America LED 60" TV Stand*	1.00 EA	687.00	48.09	735.09	<242.58>	492.51
77. Black Inbox Zero Gaming Dest*	2.00 EA	135.00	18.90	288.90	<95.34>	193.56
78. Wade Logan TV Stand 55"*	1.00 EA	229.00	16.03	245.03	<80.86>	164.17
79. Black South Shore Fusion 5 Drawer Chest*	2.00 EA	189.99	26.60	406.58	<134.17>	272.41
80. 44" Black Konan Metal Corner ShelfUSER DEFINED ITEMS*	1.00 EA	221.24	15.49	236.73	<78.12>	158.61
81. Full sixe mattress set*	2.00 EA	324.88	45.48	695.24	<229.43>	465.81
82. Queen size mattress and box springs*	1.00 EA	590.91	41.36	632.27	<208.65>	423.62
83. Dewalt 18 volt 6 piece cordless power tool kit. - *	1.00 EA	771.00	53.97	824.97	<412.49>	412.48
84. 18 v Lithium ion cordless compat impact drive drill*	1.00 EA	529.00	37.03	566.03	<283.02>	283.01
85. Dewalt cordless cut out tool. 26000 rpm - Granger*	1.00 EA	149.00	10.43	159.43	<52.61>	106.82
86. Rockford Fosgate Punch 6x9 door speakers - crutchfield*	2.00 EA	129.99	18.20	278.18	<55.64>	222.54
87. Treao SSX 1400 watts amp*	1.00 EA	350.00	24.50	374.50	<187.25>	187.25
88. 12" Memphis subwoofer *	2.00 EA	150.00	21.00	321.00	<105.93>	215.07
89. JL Audio JD 1000 Watt amp, mono black*	1.00 EA	449.00	31.43	480.43	<158.54>	321.89
90. Milwaukee electric tools*	1.00 EA	311.00	21.77	332.77	<109.81>	222.96
91. Milwaukee impact drill*	1.00 EA	219.00	15.33	234.33	<77.33>	157.00
93. Milwaukee M18 Wet/Dry vac *	1.00 EA	110.00	7.70	117.70	<38.84>	78.86
94. Dewalt cordless cut out tool*	1.00 EA	150.00	10.50	160.50	<52.97>	107.53
95. Busch Sawzaw*	1.00 EA	142.39	9.97	152.36	<76.19>	76.17
96. Shark Apex Upright Vaccum*	1.00 EA	238.00	16.66	254.66	<76.40>	178.26
97. Shark Apex shampooer *	1.00 EA	249.00	17.43	266.43	<79.93>	186.50
98. Masterforce Air Compressoer*	1.00 EA	314.00	21.98	335.98	<110.87>	225.11
99. Dewalt nail gun*	1.00 EA	349.00	24.43	373.43	<123.23>	250.20
100. Apple I Phone - new*	1.00 EA	599.00	41.93	640.93	<0.00>	640.93
Totals: Contents			1,087.66	16,623.91	6,187.93	10,435.98

Motel

DESCRIPTION	QUANTITY	UNIT PRICE	TAX	RCV	DEPREC.	ACV
65. Motet Expense 2 Rooms - September 17-22nd*	1.00 EA	1,276.58	0.00	1,276.58	(0.00)	1,276.58

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CONTINUED - Motel

DESCRIPTION	QUANTITY	UNIT PRICE	TAX	RCV	DEPREC.	ACV
Totals: Motel			0.00	1,276.58	0.00	1,276.58
Line Item Totals: SB21-0305			1,337.94	35,003.93	7,073.82	27,930.11

Grand Total Areas:

2,418.89	SF Walls	687.44	SF Ceiling	3,106.33	SF Walls and Ceiling
687.44	SF Floor	76.38	SY Flooring	319.17	LF Floor Perimeter
0.00	SF Long Wall	0.00	SF Short Wall	349.33	LF Ceil. Perimeter
687.44	Floor Area	765.28	Total Area	2,418.89	Interior Wall Area
949.17	Exterior Wall Area	111.67	Exterior Perimeter of Walls		
0.00	Surface Area	0.00	Number of Squares	0.00	Total Perimeter Length
0.00	Total Ridge Length	0.00	Total Hip Length		



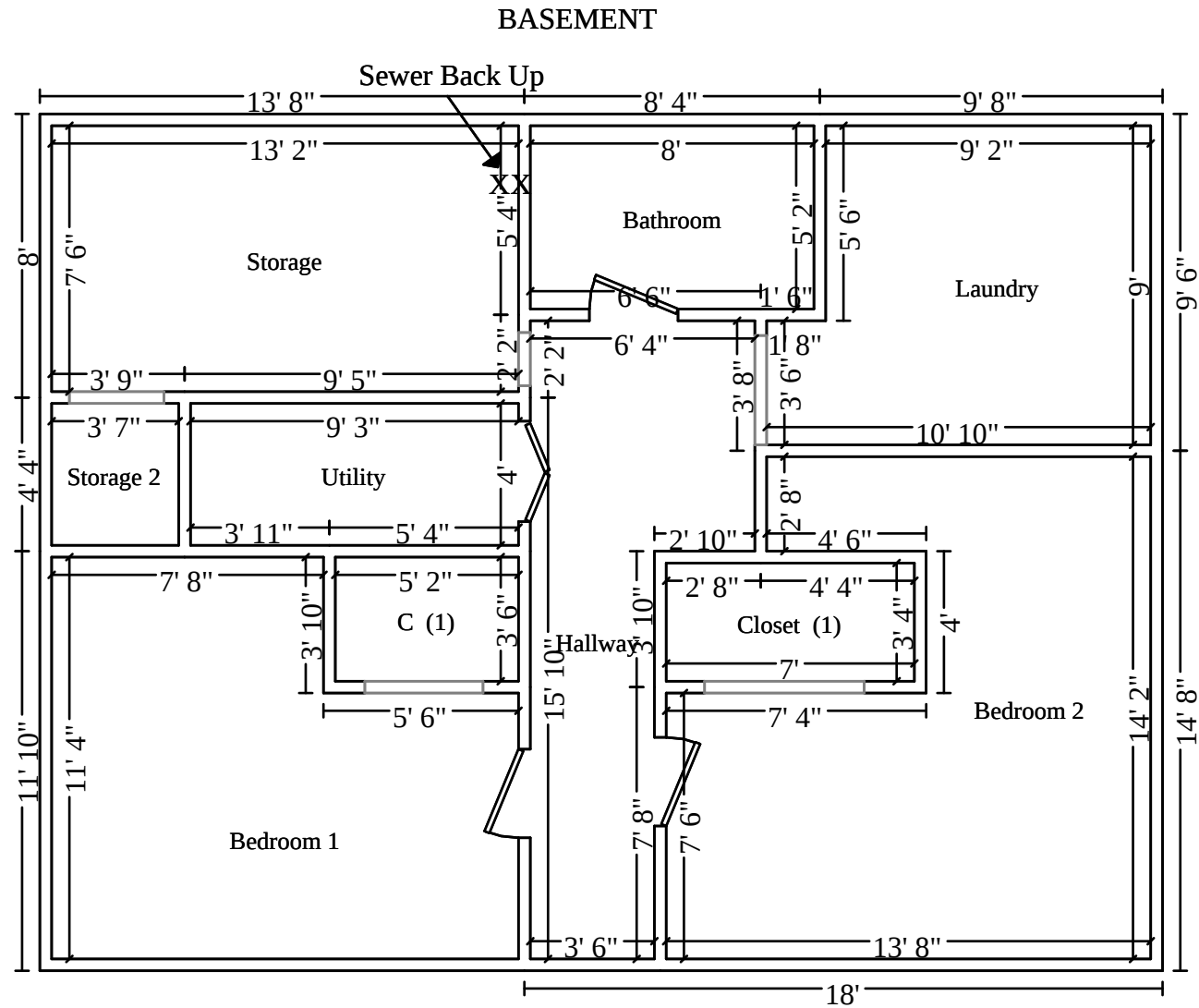
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Summary for LIABILITY

Line Item Total	33,665.99
Material Sales Tax	1,322.94
Cln Mat Sales Tax	0.26
Subtotal	34,989.19
Cleaning Total Tax	14.74
Replacement Cost Value	\$35,003.93
Less Non-recoverable Depreciation	<7,073.82>
Actual Cash Value	\$27,930.11
Net Claim	\$27,930.11

Jon Gillen



City of Scottsbluff, Nebraska

Monday, December 6, 2021

Regular Meeting

Item Consent4

Council to acknowledge receipt of a sewer claim from Marlene Henkel at 1013 West Overland, Scottsbluff, NE. Council will withdraw and take no action on the claim.

Staff Contact: Kim Wright, City Clerk

City of Scottsbluff
CITIZEN INCIDENT REPORT

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

Date: September 29, 2021

Date and location of Incident: Sept 27, 2021 - 1013 West Overland

Claimant Name: Marlene J. Lonkel Phone: 308-632-4448

Address: 1013 West Overland City: Scottsbluff, NE State and Zip: 69361

City Department Contact: Water Sanitation

Narrative of what happened: Plugged City Sewer Line

Other neighbors complained of bad up -

Estimated amount of damages \$ 243.96 See attached statement (attach estimates)

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

Witnesses: _____ Contact Information: _____

Citizen insurance information: _____

Reported by (city staff): _____

Received Date: _____

Signature of Claimant(s): Marlene J. Lonkel

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

Service Invoice

Independent Plumbing & Heating Inc
 1921 Broadway
 Scottsbluff, NE 69361
 (308) 632-4185

Service Invoice #: 185174
 Call Date/Time:
 Begin Date: 12/24/13 Time:
 Completed Date: 12/24/13 Time:
 Service order date: 09/27/21

Bill To: Marlene Henkel
 PO Box 96
 Scottsbluff, NE 69361

Page: 1
 Customer No: 2087
 Phone No: 632-4448 home

Work Address: 1013 West Overland
 Scottsbluff, NE 69361

Alt Contact Name:
 Alt. Contact #: 632-4448 home
 Work Ordered By:

Purchase Order #:

Entered by #41 - Martin

Stock #	Item Description	Qty	Unit Price	Amount
13185	Description of Service Work	1	0.00	0.00
	Marlene called about her toilet not flushing correctly. 672-2002 or 631-7560 or home phone.			
150	Plumbing Labor Taxable Bowin	2.25	85.00	191.25*
	9-17-2021 - 11:00am - 12:00pm / 12:30pm - 1:45pm			
	Tested drains, main sewer is plugged. Pulled the toilet and ran 90' cables down drain - pulled up nothing. Sewer is in the alley approximately 60' from the house. City main has to be plugged. Called the City to check main. Reset the toilet.			
15500	K-60 Sewer Machine	1	35.00	35.00*
1834	Wax Ring w/ Sleeve	1	1.75	1.75*

Sub-Total: 228.00

Shipping: 0.00

Tax [7]: 15.96 *

Total: 243.96

DUE UPON RECEIPT: 243.96

RECEIPT REQUIRED FOR ALL RETURNS

3.5% Surcharge On All C.C. Transactions

Thank You For Your Business!

1.33% interest per mo on unpaid balances

Amount Paid: 0.00

Amount Due: 243.96

Change: 0.00

City of Scottsbluff, Nebraska

Monday, December 6, 2021

Regular Meeting

Item Consent5

Council to set a public hearing for December 20, 2021 at 6:00 p.m. to consider an Ordinance Text Change regarding zoning district R-1 Single Family to add a special permit use for livestock-horses for certain lots.

Staff Contact: Zachary Glaubius, Planning Administrator



Scottsbluff City Zoning Text Change Application

2525 Circle Drive, Scottsbluff, NE 69361
Telephone (308) 630-6243 Fax (308) 630-6204
www.scottsbluff.org

Project Information

Application Date:

October 6, 2021

Number (Office Use Only):

Comprehensive Plan Designation:

Residential

Comprehensive Plan Amendment Required?

No

Brief description of text change request:

Add a Special Permit Use to Zone R-1 Single Family to allow a limited number of horses or other livestock used solely for nonbusiness recreation on lots comprising 2 acres or more.

Applicant Information

Applicant:

Jane D Fliesbach

Property Owner:

Jane D Fliesbach

Address:

210087 Williams Dr

Telephone:

719 649-1538

City:

Scottsbluff

State:

NE

Zip:

69361

Alt. Telephone:

City Development Process and Requirements

- 1. Staff Review Time:** Approximately 3 to 4 weeks prior to the Public Hearing date. Notice to the newspaper must be mailed out 2 ½ weeks prior to the meeting date.
- 2. Planning Commission:** Held the second Monday of each month at 6:00 p.m.
- 3. City Council:** Held the first and third Mondays of each month at 6:00 p.m.

All meetings are held in the City Council Chambers at 2525 Circle Drive in Scottsbluff.

REQUIREMENTS

- ☐ Pre-application meeting with City Planner
- ☐ Zoning Ordinance Text Change Fees \$100.00 plus cost of public hearing notice

- ☐ Desired Text Change - on disk or emailed to the City Development Service Department in Word format and any other supporting documentation.
- ☐ A Letter and/or packet from the petitioner that the proposed text change:
 - ☐ Would provide a service needed by the city and/or residents of the community and will be consistent with sound land use principles.
 - ☐ The text change will not be injurious to adjacent properties or uses throughout the city or environment.
 - ☐ Will the proposed text change create special hazards or problems.
 - ☐ Would the proposed text change be harmonious and consistent with the Comprehensive Plan.
 - ☐ Why the proposed text change is needed.

If any of these items are not submitted or answered with the application the City maintains the right to return the application as incomplete.

Rezone Process

After staff receives a completed application the staff will write a report to the Planning Commission including their recommendation. The Planning Commission will then hold a public hearing (which must be noticed in newspaper 10 days prior to the hearing) pertaining to the Zone Change and either recommend supporting the zone change or not to the City Council. After the Planning Commission the City Council will also hold a public hearing on the text change request and either approve, approve with conditions or deny the request.

City of Scottsbluff, Nebraska
2525 Circle Drive
Scottsbluff, NE 69361

RE: Jane D. Fliesbach - Zoning Text Change Application

Dear Friends:

I own property located at 210087 Williams Drive, Scottsbluff, Nebraska which is presently my home. A map of the area which includes my property accompanies this letter. The lot I own is located north of 42nd Street and east of Williams Drive. My lot comprises approximately 2.75 acres. It has been owned by my family since the 1950s.

My property has been, and still is, outside of the Scottsbluff city limits. Horses have been kept on the property from time to time. I recently learned that at some point my property was zoned R-1 Single Family and that the keeping of horses is not allowed. Although my property is zoned R-1 it is bordered on the north and east by property presently zoned Agricultural.

I am requesting a "Zoning Text Change" to add as a Special Permit Use to R-1 Single Family Zone under Section 25-3-2 of the Scottsbluff Municipal Code the following language:

Special Permit Uses:

13. Livestock-Horses and other livestock used solely for non-business recreation of occupier are permissible on lots comprising two (2) acres or more, in the quantity of one (1) animal per each whole acre. Shelters for such animals shall be situated not less than fifty (50) feet from the property line and not less than fifty (50) feet from a residence on another lot or tract.

This language is similar to the Special Permit Use presently allowed under Section 25-3-4 for R-1b Rural Residential Estate Zone.

The Scottsbluff Municipal Code indicates the intent of the R-1 Single Family Zone is to "Provide for low density residential areas where the predominant uses are single family detached houses". This is almost identical to the intent of the R-1b Rural Residential Estate which is to "Provide for low density residential areas with larger lot sizes where the predominant uses are single family detached dwellings." (Emphasis added.)

My requested Zoning Text Change for R-1 Zone limits its application to lots "comprising two (2) acres or more". Consequently it would only apply to lot sizes in Zone R-1 that are comparable with the lot sizes contemplated in Zone R-1b, where the Special Permit Use is presently allowed.

Scottsbluff's zoning jurisdiction extends two miles outside of the city limits. Because of the City's Comprehensive Plan, many areas that are essentially rural, both inside and outside the city limits, are zoned R-1. The R-1 zoning prevents a special permit from being issued to allow the keeping of horses even though a lot size is large and such use is compatible the character of the adjoining property.

I am requesting a Zoning Text Change to give the City the flexibility to issue a special permit to allow the keeping of a limited number of horses or other livestock used for non-business recreation of the occupier, on an R-1 zoned lot which is 2 acres or greater in size, where such use is otherwise appropriate.

The proposed text change:

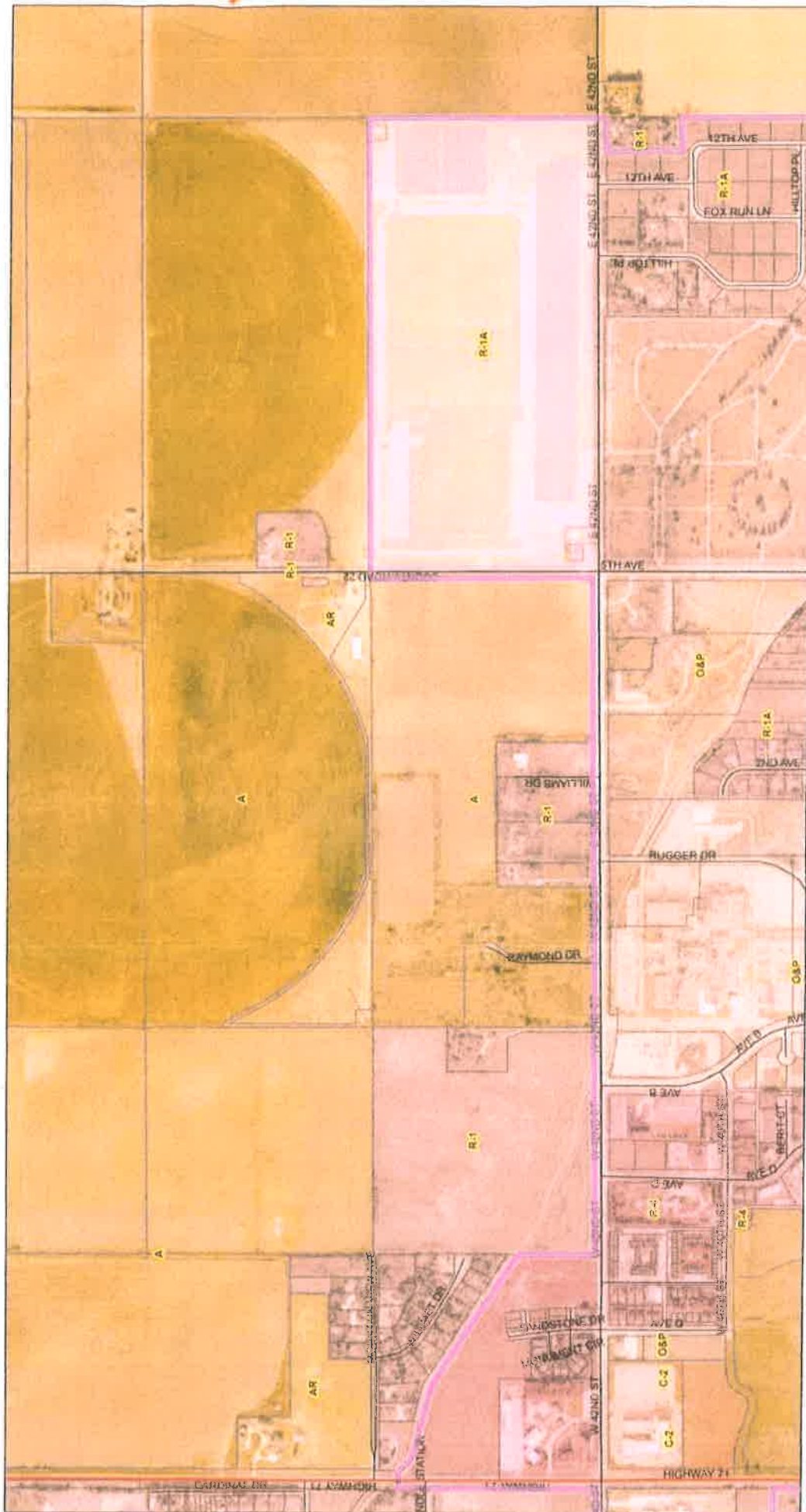
1. Would provide a service to residents of the community by allowing the property owned by a resident to be used in a way that is consistent with its character and compatible with the surrounding property.
2. Would not be injurious to adjacent properties or uses throughout the city or environment. The proposed use still requires a "special permit". If such use would be injurious to others or would otherwise not be appropriate, the request for the special permit could be denied.
3. Will not create any special hazards or problems.
4. Will be consistent with the present Comprehensive Plan.
5. Is needed to allow property to be lawfully used and enjoyed to its fullest extent where such use is consistent with its character and compatible with the surrounding property.

Thank you.

Sincerely

Jane D. Fliesbach
210887 Williams Drive
Scottsbluff, NE 69361
Cell# 719-649-1538

City of Scottsbluff Map



September 23, 2021

Exhibit:
 Jame D. Friesbach
 Zoning Text Change Application

City of Scottsbluff Planning Commission

Development Services Staff Report – Zachary Glaubius

Prepared on: October 25, 2021

For Hearing of: November 8, 2021



I. GENERAL INFORMATION

- A. Applicant:** Jane Fliesbach
210087 Williams Drive
Scottsbluff, NE 69361
- B. Property**
Owner: Same as Applicant
- C. Proposal:** Add language permitting horse and livestock in the R-1 Single Family District for lots comprising of 2 acres or more by special permit

II. BACKGROUND INFORMATION

- A. History**
1. Staff met with Jane Fliesbach to discuss rezoning the property located 210087 Williams Drive to R-1B to permit horses.
 2. Staff directed her to pursue a zoning text amendment as a spot zone is not permitted and rezoning along the corporate limit lines to a rural zone is counterintuitive.
 3. Staff and applicant agreed it would be in the best interest of the public to utilize the existing special use permit process for horses found in the R-1B Rural Residential Estate District.

III. NEW SPECIAL PERMIT USE

- A. 25-3-2 R-1 Single Family District**
1. C. Special Permit Use
 2. 11. Livestock-Horses and other livestock used solely for non-business recreation of occupier are permissible on lots comprising two (2) acres or more, in the quantity of one (1) animal per each whole acre. Shelters or such animals shall be situated not less than fifty (5) feet from the property line and not less than fifty (50) feet from a residence on another lot or tract.

IV. STAFF COMMENTS

- A.** The 2-acre area minimum limits the applicable lots that can potentially have horses/livestock.
- B.** This change would affect 9 lots within the corporate limits. Of these 9, one is the cemetery, one is the college, two are churches, and two are HOA common areas.
- C.** This change would affect 8 lots in the extra territorial jurisdiction (ETJ).
- D.** As per Code 25-13-3, The Planning Commission may issue a special permit for the use of a lot, tract of land, building, or structure in circumstances and a manner authorized by other Articles of this Chapter if the Commission finds the proposed use:

- a. Provides a service required by the neighborhood or community and is consistent with sound principles of land use
 - b. Will not be injurious to the use of neighboring lots, tracts of land, buildings, or structures
 - c. Will not create special hazards or problems for the area in which it is located
 - d. Is related to and harmonious with the general plan for the area in which it is located, as indicated by this Chapter
 - e. Otherwise is in accordance with the intents and purposes of this Chapter(25). The Commission may make the use which is authorized in the special permit subject to reasonable conditions which in the discretion of the Planning Commission are necessary to carry out the intents and purposes of this Chapter.
- E. Staff finds this zoning text amendment to be reasonable as it is the same as the R-1B District.

V. STAFF RECCOMENDATION

- A. Staff recommends Planning Commission make a positive recommendation to City Council to add the proposed special permit use of livestock/horses to Chapter 25 Article 3 Section 2.

ORDINANCE NO. _____

AN ORDINANCE OF THE CITY OF SCOTTSBLUFF, NEBRASKA, AMENDING CHAPTER 25, ARTICLE 3, SECTION 2 OF THE SCOTTSBLUFF MUNICIPAL CODE DEALING WITH ZONING DISTRICT R-1 SINGLE FAMILY ADDING A SPECIAL PERMIT USE FOR LIVESTOCK-HORSES FOR CERTAIN LOTS, PROVIDING 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 25-3-2 of the Municipal Code is revised and amended to provide as follows:

“25-3-2. R-1 Single Family.

Intent: The intent of the R-1 Single Family Zone is to:

- 1. Provide for low density residential areas where the predominant uses are single family detached houses.
- 2. Protect these areas from incompatible uses.

Principle Permitted Uses.

- 1. Church
- 2. Colleges
- 3. Community Center
- 4. Family child care home
- 5. Fire station
- 6. Home Occupations in accordance with Article 8
- 7. Municipal Uses
- 8. Parks (public) including campgrounds
- 9. Public utility lines & substations
- 10. Rooming/boarding house with no more than two (2) guests
- 11. Single family detached dwelling units
- 12. School
- 13. Water wells

Special Permit Uses.

- 1. Cemeteries
- 2. Cluster housing
- 3. College dormitories
- 4. Condominium
- 5. Hospital
- 6. Library
- 7. Public utility facilities
- 8. Temporary building or contractor's storage and construction yard, incidental to the construction of a residential development or a real estate sales office to be used in marketing lots in a new subdivision, may be permitted if such a building or structure complies with all height and area requirements for the zone in which it is located.
- 9. Townhouses (single family attached) dwelling units
- 10. Two-family dwellings
- 11. Utility plants
- 12. Water storage
- 13. Livestock-Horses and other livestock used solely for non-business recreation of occupier are permissible on lots comprising two (2) acres or more, in the quantity of one (1) animal per each whole acre. Shelters for such animals shall be situated not less than fifty (50) feet from the property line and not less than fifty (50) feet from a residence on another lot or tract.

Performance Standards.

- 1. Area & bulk regulations.

Use	Minimum Lot Size (sq.ft.)	Minimum Lot Width (ft.)	Maximum Coverage (%)	Maximum # Dwelling Units	Front (ft.)	Rear (ft.)	Setbacks Interior (ft.)	Side Street (ft.)	Area Min (ft.)	Floor Height (sq.ft.)	(ft.)
Single											
Family	12,000	100	40	1	A	20	5	15	1200	35	
Accessory Building						3	2	15	900	1 story	
Garage						3	2	15	900	18	

- A. If buildings have been built on lots which comprise more than twenty-five (25) percent of the front footage of any block, no building or structure may be built or structurally altered which projects beyond the average front yard setback already established.

If the only building is one on an adjoining lot, the minimum front yard setback shall be the greater of twenty-five (25) feet or the setback of such building.

If buildings have been built on lots which comprise twenty-five (25) or less percent of the front footage of any block, the minimum front yard setback shall be twenty-five (25) feet.

No front yard setback shall exceed fifty (50) feet.

2. Accessory building; detached

- A. A detached accessory building must be located:

- (1) to the rear of the main building,
- (2) at least ten (10) feet from the main building, or a distance of at least five (5) feet from the main dwelling building if the interior wall of the accessory building adjacent to the main building complies with the International 1&2 Family Dwelling Section 309.2, which has been adopted by this Municipal Code, provided a detached accessory building constructed prior to June 26, 1974, to the rear of and at a distance not less than five (5) feet from the main building shall not be deemed to be in violation of this requirement;
- (3) at least three (3) feet from the rear lot line if the lot line is a common lot line abutting a lot, and the entry point from alley shall be no closer than five (5) feet from the property line; and
- (4) at least two (2) feet from the interior side lot line; provided, this requirement shall not apply where the interior side lot lines is over which the main building extends. If the lot abuts a side street, an accessory building must comply with the setback requirements applicable to the lot or tract of land upon which the main building is located. Setbacks shall be measured from the nearest eve of the building or buildings.

- B. An existing reversed corner lot, a detached accessory building or garage may project into the side yard nearest the rear lot line if it does not extend beyond the front yard setback of the main structure, and if entrance to the garage is from the side street the garage must be set back from the side street property line a distance of not less than twenty (20) feet. (Ord. 3985, 2009)

- C. A detached garage may be located in the side yard if the following requirements are met:

- (1) The garage must meet the performance guidelines in the residential zone.
- (2) The garage must observe the same front yard setbacks required for the main structure.
- (3) Garages shall not be placed over easements.
- (4) Lot coverage will meet requirements in the zoning district.”

Section 2. Prior Section 25-3-2 is now repealed and replaced by this revised Section.

Section 3. This Ordinance shall become affection 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 of Scottsbluff, Nebraska

Monday, December 6, 2021

Regular Meeting

Item Claims1

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

Staff Contact: Liz Loutzenhiser, Finance Director



Expense Approval Report

By Vendor Name

Post Dates 11/16/2021 - 12/6/2021

Description (Payable)	Account Name	Amount
Vendor: 00460 - ACCELERATED RECEIVABLES SOLUTIONS		
Fund: 713 - CASH & INVESTMENT POOL		
WAGE ATTACHMENT	WAGE ATTACHMENT EE PAY	95.17
Fund 713 - CASH & INVESTMENT POOL Total:		95.17
Vendor 00460 - ACCELERATED RECEIVABLES SOLUTIONS Total:		95.17
Vendor: 02583 - ADVANCE AUTO PARTS		
Fund: 212 - TRANSPORTATION		
TAIL PIPE & CONN FO SNOW BL...	EQUIPMENT MAINTENANCE	14.67
CONN FOR SNOW BLOWER	EQUIPMENT MAINTENANCE	-2.79
IGN WIRE FOR SNOW BLOWER	EQUIPMENT MAINTENANCE	45.99
Fund 212 - TRANSPORTATION Total:		57.87
Vendor 02583 - ADVANCE AUTO PARTS Total:		57.87
Vendor: 09021 - AIRGAS USA, LLC		
Fund: 621 - ENVIRONMENTAL SERVICES		
DEPT SUPPLIES	DEPARTMENT SUPPLIES	286.26
Fund 621 - ENVIRONMENTAL SERVICES Total:		286.26
Vendor 09021 - AIRGAS USA, LLC Total:		286.26
Vendor: 03711 - AMAZON.COM HEADQUARTERS		
Fund: 111 - GENERAL		
Misc	DEPARTMENT SUPPLIES	97.76
Misc	COLLECTIONS	-11.75
Misc	PROGRAMMING	61.43
Fund 111 - GENERAL Total:		147.44
Vendor 03711 - AMAZON.COM HEADQUARTERS Total:		147.44
Vendor: 10252 - ARMANDO & MARIA AGUILERA		
Fund: 111 - GENERAL		
FACADE IMPROVEMENT GRANT	COMMUNITY DEVELOPMENT	984.50
Fund 111 - GENERAL Total:		984.50
Vendor 10252 - ARMANDO & MARIA AGUILERA Total:		984.50
Vendor: 04575 - AUTOZONE STORES, INC		
Fund: 212 - TRANSPORTATION		
OIL FILTER, CLAMPS FOR SNOW...	EQUIPMENT MAINTENANCE	39.54
Fund 212 - TRANSPORTATION Total:		39.54
Vendor 04575 - AUTOZONE STORES, INC Total:		39.54
Vendor: 00295 - B & H INVESTMENTS, INC		
Fund: 111 - GENERAL		
Dep. Sup. -LIBRARY	DEPARTMENT SUPPLIES	45.50
BLDG MAINT-PD	BUILDING MAINTENANCE	12.25
BLDG MAINT-PD	BUILDING MAINTENANCE	12.25
Dep. Sup. -LIBRARY	DEPARTMENT SUPPLIES	66.50
BLDG MAINT-PD	BUILDING MAINTENANCE	12.25
BLDG MAINT-PD	BUILDING MAINTENANCE	12.25
Fund 111 - GENERAL Total:		161.00
Fund: 212 - TRANSPORTATION		
SUPP - WATER	DEPARTMENT SUPPLIES	18.50
SUPP - WATER	DEPARTMENT SUPPLIES	26.00
Fund 212 - TRANSPORTATION Total:		44.50
Fund: 621 - ENVIRONMENTAL SERVICES		
DEPT SUPPLIES	DEPARTMENT SUPPLIES	11.00
DEPT SUPPLIES	DEPARTMENT SUPPLIES	26.00

Expense Approval Report

Post Dates: 11/16/2021 - 12/6/2021

Description (Payable)	Account Name	Amount
DEPT SUPPLIES	DEPARTMENT SUPPLIES	22.00
DEPT SUP	DEPARTMENT SUPPLIES	11.00
Fund: 631 - WASTEWATER		
DEPT SUP	DEPARTMENT SUPPLIES	11.00
Fund 631 - WASTEWATER Total:		11.00
Vendor 00295 - B & H INVESTMENTS, INC Total:		286.50
Vendor: 00538 - BARCO MUNICIPAL PRODUCTS INC		
Fund: 212 - TRANSPORTATION		
FLEX SIGN STANDSW/BRACKETS	DEPARTMENT SUPPLIES	1,151.65
ANCHOR POSTS, 12' 12 GA, SQ...	DEPARTMENT SUPPLIES	3,586.03
Fund 212 - TRANSPORTATION Total:		4,737.68
Vendor 00538 - BARCO MUNICIPAL PRODUCTS INC Total:		4,737.68
Vendor: 09716 - BLACK HILLS GAS DISTRIBUTION LLC		
Fund: 111 - GENERAL		
Monthly Energy Bill	HEATING FUEL	221.23
Monthly Energy Bill	HEATING FUEL	113.97
Monthly Energy Bill	HEATING FUEL	36.67
Monthly Energy Bill	HEATING FUEL	113.97
Monthly Energy Bill	HEATING FUEL	267.63
Monthly Energy Bill	HEATING FUEL	116.14
Monthly Energy Bill	HEATING FUEL	2.08
Monthly Energy Bill	HEATING FUEL	43.07
Fund 111 - GENERAL Total:		914.76
Fund: 212 - TRANSPORTATION		
Monthly Energy Bill	HEATING FUEL	489.21
Fund 212 - TRANSPORTATION Total:		489.21
Fund: 621 - ENVIRONMENTAL SERVICES		
Monthly Energy Bill	HEATING FUEL	300.05
Fund 621 - ENVIRONMENTAL SERVICES Total:		300.05
Fund: 641 - WATER		
Monthly Energy Bill	HEATING FUEL	125.56
Fund 641 - WATER Total:		125.56
Vendor 09716 - BLACK HILLS GAS DISTRIBUTION LLC Total:		1,829.58
Vendor: 00405 - BLUFFS FACILITY SOLUTIONS		
Fund: 111 - GENERAL		
DEPT SUPP PARK	DEPARTMENT SUPPLIES	74.00
DEPT SUPPL-PD	DEPARTMENT SUPPLIES	75.02
DEPT SUPPL-PD	DEPARTMENT SUPPLIES	75.02
DEPT SUPP ADM	DEPARTMENT SUPPLIES	65.95
Fund 111 - GENERAL Total:		289.99
Fund: 621 - ENVIRONMENTAL SERVICES		
DEPT SUPPLIES	DEPARTMENT SUPPLIES	174.88
DEPT SUPPLIES	DEPARTMENT SUPPLIES	16.99
DEPT SUPPLIES	DEPARTMENT SUPPLIES	51.98
Fund 621 - ENVIRONMENTAL SERVICES Total:		243.85
Vendor 00405 - BLUFFS FACILITY SOLUTIONS Total:		533.84
Vendor: 04893 - BROWN'S SHOE FIT, CO.		
Fund: 212 - TRANSPORTATION		
BOOTS - CLOTHING ALLOWANCE	UNIFORMS & CLOTHING	1,710.22
Fund 212 - TRANSPORTATION Total:		1,710.22
Fund: 631 - WASTEWATER		
BOOTS - CLOTHING ALLOWANCE	UNIFORMS & CLOTHING	59.50
Fund 631 - WASTEWATER Total:		59.50
Vendor 04893 - BROWN'S SHOE FIT, CO. Total:		1,769.72

Expense Approval Report

Post Dates: 11/16/2021 - 12/6/2021

Description (Payable)	Account Name	Amount
Vendor: 02490 - BRUCE MEIER		
Fund: 111 - GENERAL		
LEADERSHIP CONFERENCE EXP...	SCHOOL & CONFERENCE	169.00
Fund 111 - GENERAL Total:		169.00
Vendor 02490 - BRUCE MEIER Total:		169.00
Vendor: 00091 - BSN SPORTS, INC		
Fund: 111 - GENERAL		
DEPT SUPP PARK	DEPARTMENT SUPPLIES	36,653.64
Fund 111 - GENERAL Total:		36,653.64
Vendor 00091 - BSN SPORTS, INC Total:		36,653.64
Vendor: 00735 - CAPITAL BUSINESS SYSTEMS INC.		
Fund: 111 - GENERAL		
Cont. Svcs.	CONTRACTUAL SERVICES	98.34
CONTRACTUAL-PD	CONTRACTUAL SERVICES	59.00
Fund 111 - GENERAL Total:		157.34
Vendor 00735 - CAPITAL BUSINESS SYSTEMS INC. Total:		157.34
Vendor: 00055 - CARR- TRUMBULL LUMBER CO, INC.		
Fund: 631 - WASTEWATER		
DEPT SUP	DEPARTMENT SUPPLIES	6.27
Fund 631 - WASTEWATER Total:		6.27
Vendor 00055 - CARR- TRUMBULL LUMBER CO, INC. Total:		6.27
Vendor: 07911 - CELLCO PARTNERSHIP		
Fund: 111 - GENERAL		
NOVEMBER CELLULAR	CELLULAR PHONE	323.82
CELL PHONES/ROUTERS FOR AV...	PHONE & INTERNET	1,369.18
Fund 111 - GENERAL Total:		1,693.00
Vendor 07911 - CELLCO PARTNERSHIP Total:		1,693.00
Vendor: 02396 - CITIBANK N.A.		
Fund: 111 - GENERAL		
DEPT SUPP PARK	DEPARTMENT SUPPLIES	84.00
DEPT SUPP CC	DEPARTMENT SUPPLIES	13.49
VGA CABLE, POSTIT NOTES, SHI...	DEPARTMENT SUPPLIES	87.30
Fund 111 - GENERAL Total:		184.79
Fund: 212 - TRANSPORTATION		
OFFICE SUPP - PENS, ETC.	DEPARTMENT SUPPLIES	47.26
SUPP - PLEDGE	DEPARTMENT SUPPLIES	11.75
PLEDGE	DEPARTMENT SUPPLIES	-11.75
CLEANERS, ETC	DEPARTMENT SUPPLIES	16.97
TAPE DISPENSER, SHREDDER, P...	DEPARTMENT SUPPLIES	228.89
TAPE DISPENSER, SHREDDER, P...	POSTAGE	25.72
Fund 212 - TRANSPORTATION Total:		318.84
Fund: 213 - CEMETERY		
DEPT SUPP CEM	DEPARTMENT SUPPLIES	304.97
Fund 213 - CEMETERY Total:		304.97
Fund: 621 - ENVIRONMENTAL SERVICES		
DEPT SUPP WW/SA	DEPARTMENT SUPPLIES	20.00
DEPT SUPPLIES	DEPARTMENT SUPPLIES	107.98
DEPT SUPPLIES	DEPARTMENT SUPPLIES	62.58
Fund 621 - ENVIRONMENTAL SERVICES Total:		190.56
Fund: 631 - WASTEWATER		
DEPT SUPP WW/SA	DEPARTMENT SUPPLIES	19.99
Fund 631 - WASTEWATER Total:		19.99
Vendor 02396 - CITIBANK N.A. Total:		1,019.15

Expense Approval Report

Post Dates: 11/16/2021 - 12/6/2021

Description (Payable)	Account Name	Amount
Vendor: 05859 - CITIBANK, N.A.		
Fund: 111 - GENERAL		
DEPT SUPP PARK	DEPARTMENT SUPPLIES	191.13
DEPT SUPP PARK	DEPARTMENT SUPPLIES	-12.49
Fund 111 - GENERAL Total:		178.64
Fund: 212 - TRANSPORTATION		
SUPP - CPLG	DEPARTMENT SUPPLIES	0.70
Fund 212 - TRANSPORTATION Total:		0.70
Fund: 215 - SPECIAL PROJECTS		
K9 SUPPLIES - PD	DEPARTMENT SUPPLIES	11.47
Fund 215 - SPECIAL PROJECTS Total:		11.47
Vendor 05859 - CITIBANK, N.A. Total:		190.81
Vendor: 04330 - CITY OF GERING		
Fund: 111 - GENERAL		
SERVICES	CONTRACTUAL SERVICES	175.50
Fund 111 - GENERAL Total:		175.50
Vendor 04330 - CITY OF GERING Total:		175.50
Vendor: 00367 - CITY OF SCB		
Fund: 111 - GENERAL		
POSTAGE-PD	POSTAGE	33.70
PETTY CASH	CONTRACTUAL SERVICES	5.85
Fund 111 - GENERAL Total:		39.55
Fund: 224 - ECONOMIC DEVELOPMENT		
PETTY CASH	DEPARTMENT SUPPLIES	13.00
Fund 224 - ECONOMIC DEVELOPMENT Total:		13.00
Vendor 00367 - CITY OF SCB Total:		52.55
Vendor: 03010 - COLONIAL LIFE & ACCIDENT INSURANCE COMPANY		
Fund: 713 - CASH & INVESTMENT POOL		
SUPPLEMENTAL LIFE INS	LIFE INS EE PAYABLE	22.75
Fund 713 - CASH & INVESTMENT POOL Total:		22.75
Vendor 03010 - COLONIAL LIFE & ACCIDENT INSURANCE COMPANY Total:		22.75
Vendor: 00267 - CONTRACTORS MATERIALS INC.		
Fund: 641 - WATER		
DEPT SUP	DEPARTMENT SUPPLIES	33.55
Fund 641 - WATER Total:		33.55
Vendor 00267 - CONTRACTORS MATERIALS INC. Total:		33.55
Vendor: 09824 - CORE & MAIN LP		
Fund: 641 - WATER		
DEPT SUPP WTR	DEPARTMENT SUPPLIES	486.36
DEPT SUPP WTR	DEPARTMENT SUPPLIES	873.54
Fund 641 - WATER Total:		1,359.90
Vendor 09824 - CORE & MAIN LP Total:		1,359.90
Vendor: 09996 - CORNHUSKER MARRIOTT HOTEL		
Fund: 111 - GENERAL		
SCHOOLS & CONF-PD	SCHOOL & CONFERENCE	448.00
Fund 111 - GENERAL Total:		448.00
Vendor 09996 - CORNHUSKER MARRIOTT HOTEL Total:		448.00
Vendor: 03240 - DALE VITITO		
Fund: 218 - PUBLIC SAFETY		
CIP-PATROL CARS-PD	EQUIPMENT	2,558.33
Fund 218 - PUBLIC SAFETY Total:		2,558.33
Vendor 03240 - DALE VITITO Total:		2,558.33

Expense Approval Report

Post Dates: 11/16/2021 - 12/6/2021

Description (Payable)	Account Name	Amount
Vendor: 03321 - DALE'S TIRE & RETREADING, INC.		
Fund: 111 - GENERAL		
EQUIP MAINT PARK	EQUIPMENT MAINTENANCE	71.70
VEH MAINT PARK	VEHICLE MAINTENANCE	34.75
EQUIP MAINT PARK	EQUIPMENT MAINTENANCE	11.00
Fund 111 - GENERAL Total:		117.45
Fund: 621 - ENVIRONMENTAL SERVICES		
VEHICLE MTNC	VEHICLE MAINTENANCE	639.32
VEHICLE MTNC	VEHICLE MAINTENANCE	-2,880.00
Fund 621 - ENVIRONMENTAL SERVICES Total:		-2,240.68
Fund: 641 - WATER		
VEHICLE MAINT	VEHICLE MAINTENANCE	1,458.63
Fund 641 - WATER Total:		1,458.63
Vendor 03321 - DALE'S TIRE & RETREADING, INC. Total:		-664.60
Vendor: 08839 - DARLENE ROBERTUS		
Fund: 111 - GENERAL		
23 CLUB SPRINKLER EXP.	STRUCTURES	7,054.84
Fund 111 - GENERAL Total:		7,054.84
Vendor 08839 - DARLENE ROBERTUS Total:		7,054.84
Vendor: 00404 - DAS STATE ACCOUNTING-CENTRAL FINANCE		
Fund: 111 - GENERAL		
Monthly Long Distance	PHONE & INTERNET	6.20
Monthly Long Distance	PHONE & INTERNET	1.57
Monthly Long Distance	PHONE & INTERNET	0.47
Monthly Long Distance	PHONE & INTERNET	2.25
Monthly Long Distance	PHONE & INTERNET	5.99
Monthly Long Distance	PHONE & INTERNET	12.52
Monthly Long Distance	PHONE & INTERNET	36.96
Monthly Long Distance	PHONE & INTERNET	13.28
Monthly Long Distance	PHONE & INTERNET	2.35
Monthly Long Distance	PHONE & INTERNET	2.35
Fund 111 - GENERAL Total:		83.94
Fund: 212 - TRANSPORTATION		
Monthly Long Distance	PHONE & INTERNET	7.23
Fund 212 - TRANSPORTATION Total:		7.23
Fund: 213 - CEMETERY		
Monthly Long Distance	PHONE & INTERNET	2.57
Fund 213 - CEMETERY Total:		2.57
Fund: 224 - ECONOMIC DEVELOPMENT		
Monthly Long Distance	PHONE & INTERNET	2.72
Fund 224 - ECONOMIC DEVELOPMENT Total:		2.72
Fund: 621 - ENVIRONMENTAL SERVICES		
Monthly Long Distance	PHONE & INTERNET	4.09
Fund 621 - ENVIRONMENTAL SERVICES Total:		4.09
Fund: 631 - WASTEWATER		
Monthly Long Distance	PHONE & INTERNET	3.06
Fund 631 - WASTEWATER Total:		3.06
Fund: 641 - WATER		
Monthly Long Distance	PHONE & INTERNET	4.08
Fund 641 - WATER Total:		4.08
Fund: 661 - STORMWATER		
Monthly Long Distance	PHONE & INTERNET	4.06
Fund 661 - STORMWATER Total:		4.06

Expense Approval Report

Post Dates: 11/16/2021 - 12/6/2021

Description (Payable)	Account Name	Amount
Fund: 721 - GIS SERVICES		
Monthly Long Distance	PHONE & INTERNET	1.66
Fund 721 - GIS SERVICES Total:		1.66
Vendor 00404 - DAS STATE ACCOUNTING-CENTRAL FINANCE Total:		113.41
Vendor: 07421 - DUANE E. WOHLERS		
Fund: 621 - ENVIRONMENTAL SERVICES		
DISPOSAL FEES	DISPOSAL FEES	800.00
DISPOSAL FEES	EQUIPMENT MAINTENANCE	40.80
DISPOSAL FEES	DISPOSAL FEES	800.00
Fund 621 - ENVIRONMENTAL SERVICES Total:		1,640.80
Vendor 07421 - DUANE E. WOHLERS Total:		1,640.80
Vendor: 10279 - EAKES INC		
Fund: 111 - GENERAL		
DEPT SUPP HR	DEPARTMENT SUPPLIES	159.96
DEPT SUPP HR	DEPARTMENT SUPPLIES	73.56
DEPT SUPP DS	DEPARTMENT SUPPLIES	20.39
DEPT SUPP ADM	DEPARTMENT SUPPLIES	20.38
Fund 111 - GENERAL Total:		274.29
Fund: 224 - ECONOMIC DEVELOPMENT		
DEPT SUPP ED	DEPARTMENT SUPPLIES	20.98
Fund 224 - ECONOMIC DEVELOPMENT Total:		20.98
Vendor 10279 - EAKES INC Total:		295.27
Vendor: 01003 - ELLIOTT EQUIPMENT COMPANY INC.		
Fund: 621 - ENVIRONMENTAL SERVICES		
VEHICLE MTNC	VEHICLE MAINTENANCE	103.89
Fund 621 - ENVIRONMENTAL SERVICES Total:		103.89
Vendor 01003 - ELLIOTT EQUIPMENT COMPANY INC. Total:		103.89
Vendor: 03950 - ENERGY LABORATORIES, INC DEPT 6250		
Fund: 641 - WATER		
SAMPLES	SAMPLES	252.00
Fund 641 - WATER Total:		252.00
Vendor 03950 - ENERGY LABORATORIES, INC DEPT 6250 Total:		252.00
Vendor: 10310 - ESO SOLUTIONS INC		
Fund: 111 - GENERAL		
EMERGENCY REPORTING VISION..CONTRACTUAL SERVICES		1,145.40
Fund 111 - GENERAL Total:		1,145.40
Vendor 10310 - ESO SOLUTIONS INC Total:		1,145.40
Vendor: 00135 - F. H. SCHAFER ELEVATOR, INC		
Fund: 111 - GENERAL		
STRAW - ICE RINK	SPECIAL EVENTS	500.00
Fund 111 - GENERAL Total:		500.00
Vendor 00135 - F. H. SCHAFER ELEVATOR, INC Total:		500.00
Vendor: 00548 - FEDERAL EXPRESS CORPORATION		
Fund: 641 - WATER		
POSTAGE WTR	POSTAGE	356.06
POSTAGE	POSTAGE	10.50
Fund 641 - WATER Total:		366.56
Vendor 00548 - FEDERAL EXPRESS CORPORATION Total:		366.56
Vendor: 00794 - FLOYD'S TRUCK CENTER SCOTTSBLUFF		
Fund: 212 - TRANSPORTATION		
CLAMP FOR D.TRUCK	VEHICLE MAINTENANCE	11.81
SENSOR FOR D. TRUCK	VEHICLE MAINTENANCE	48.26
GASKET FOR D. TRUCK	VEHICLE MAINTENANCE	9.91
FILTERS FOR SWEEPER	EQUIPMENT MAINTENANCE	121.81
FILTER FOR SWEEPER	EQUIPMENT MAINTENANCE	6.66

Expense Approval Report

Post Dates: 11/16/2021 - 12/6/2021

Description (Payable)	Account Name	Amount
FUEL FILTER FOR SWEEPER	EQUIPMENT MAINTENANCE	41.10
LED BULBS, GROMMETS FOR T...	VEHICLE MAINTENANCE	31.08
LED BULBS & GROMMETS	VEHICLE MAINTENANCE	-26.60
LED BULBS FOR TRAILER	VEHICLE MAINTENANCE	30.60
Fund 212 - TRANSPORTATION Total:		274.63
Fund: 621 - ENVIRONMENTAL SERVICES		
VEHICLE MTNC	VEHICLE MAINTENANCE	1.90
VEHICLE MTNC	VEHICLE MAINTENANCE	250.81
VEHICLE MTNC	VEHICLE MAINTENANCE	231.57
VEHICLE MTNC	VEHICLE MAINTENANCE	38.01
VEHICLE MTNC	VEHICLE MAINTENANCE	98.71
VEHICLE MTNC	VEHICLE MAINTENANCE	73.92
VEHICLE MTNC	VEHICLE MAINTENANCE	1,452.60
VEHICLE MTNC	VEHICLE MAINTENANCE	5.40
VEHICLE MTNC	VEHICLE MAINTENANCE	405.80
Fund 621 - ENVIRONMENTAL SERVICES Total:		2,558.72
Fund: 631 - WASTEWATER		
EQUIP MAINT WW	EQUIPMENT MAINTENANCE	531.17
Fund 631 - WASTEWATER Total:		531.17
Vendor 00794 - FLOYD'S TRUCK CENTER SCOTTSBLUFF Total:		3,364.52
Vendor: 00060 - FRANCISCO'S BUMPER TO BUMPER INC		
Fund: 111 - GENERAL		
TOW SERVICE-PD	CONTRACTUAL SERVICES	220.00
TOW SERVICE-PD	CONTRACTUAL SERVICES	220.00
TOW SERVICE-PD	CONTRACTUAL SERVICES	75.00
TOW SERVICE-PD	CONTRACTUAL SERVICES	220.00
TOW SERVICE-PD	CONTRACTUAL SERVICES	220.00
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:		1,735.00
Vendor 00060 - FRANCISCO'S BUMPER TO BUMPER INC Total:		1,735.00
Vendor: 00887 - FYR-TEK INC		
Fund: 111 - GENERAL		
AIR PACK VALVE REPAIR	DEPARTMENT SUPPLIES	122.19
Fund 111 - GENERAL Total:		122.19
Vendor 00887 - FYR-TEK INC Total:		122.19
Vendor: 00602 - GENERAL TRAFFIC CONTROLS, INC		
Fund: 111 - GENERAL		
TRAFFIC SIGNAL EQUIP. - PATH...	PATHWAY	1,815.00
Fund 111 - GENERAL Total:		1,815.00
Vendor 00602 - GENERAL TRAFFIC CONTROLS, INC Total:		1,815.00
Vendor: 04371 - HAWKINS, INC.		
Fund: 641 - WATER		
CHEMICAL	CHEMICALS	3,974.64
Fund 641 - WATER Total:		3,974.64
Vendor 04371 - HAWKINS, INC. Total:		3,974.64
Vendor: 04299 - HD SUPPLY FACILITIES MAINTENANCE LTD		
Fund: 641 - WATER		
DEPT SUPP WTR	DEPARTMENT SUPPLIES	589.10
DEPT SUPP WTR	DEPARTMENT SUPPLIES	106.95
Fund 641 - WATER Total:		696.05
Vendor 04299 - HD SUPPLY FACILITIES MAINTENANCE LTD Total:		696.05

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Description (Payable)	Account Name	Amount
Vendor: 09589 - HEARTLAND EXPRESSWAY ASSOCIATION		
Fund: 111 - GENERAL		
2022 MEMBERSHIP DUES	MEMBERSHIPS	5,305.32
Fund 111 - GENERAL Total:		5,305.32
Vendor 09589 - HEARTLAND EXPRESSWAY ASSOCIATION Total:		5,305.32
Vendor: 10273 - HIGH PLAINS SPAS & RECREATION		
Fund: 111 - GENERAL		
FACADE IMPROVEMENT GRANT	COMMUNITY DEVELOPMENT	3,177.90
Fund 111 - GENERAL Total:		3,177.90
Vendor 10273 - HIGH PLAINS SPAS & RECREATION Total:		3,177.90
Vendor: 05875 - HOBBS, CHAD		
Fund: 111 - GENERAL		
PER DIEM REIMBURSEMENT - ...	SCHOOL & CONFERENCE	80.00
Fund 111 - GENERAL Total:		80.00
Vendor 05875 - HOBBS, CHAD Total:		80.00
Vendor: 05499 - ICC CERTIFICATION SERVICES		
Fund: 111 - GENERAL		
DEPT MMBRSH	MEMBERSHIPS	145.00
Fund 111 - GENERAL Total:		145.00
Vendor 05499 - ICC CERTIFICATION SERVICES Total:		145.00
Vendor: 00525 - IDEAL LAUNDRY AND CLEANERS, INC.		
Fund: 111 - GENERAL		
DEPT SUPP ADM	DEPARTMENT SUPPLIES	54.90
Fund 111 - GENERAL Total:		54.90
Fund: 212 - TRANSPORTATION		
SUPP - MATS, TOWELS	DEPARTMENT SUPPLIES	49.28
SUPP - MATS, TOWELS	DEPARTMENT SUPPLIES	49.28
SUPP - MATS, TOWELS	DEPARTMENT SUPPLIES	49.28
Fund 212 - TRANSPORTATION Total:		147.84
Fund: 631 - WASTEWATER		
CONTRACTUAL SVC	CONTRACTUAL SERVICES	39.30
Fund 631 - WASTEWATER Total:		39.30
Fund: 641 - WATER		
CONTRACTUAL SVC	CONTRACTUAL SERVICES	39.30
Fund 641 - WATER Total:		39.30
Vendor 00525 - IDEAL LAUNDRY AND CLEANERS, INC. Total:		281.34
Vendor: 00937 - INDEPENDENT PLUMBING AND HEATING, INC		
Fund: 111 - GENERAL		
GRUND MAINT PARK	GROUNDS MAINTENANCE	12.32
BLDG MAINT PARK	BUILDING MAINTENANCE	85.00
Fund 111 - GENERAL Total:		97.32
Vendor 00937 - INDEPENDENT PLUMBING AND HEATING, INC Total:		97.32
Vendor: 02578 - INFINITY CONSTRUCTION, INC.		
Fund: 631 - WASTEWATER		
STRUCTURES-CONTINGENCY	CONTINGENCY	118,809.60
Fund 631 - WASTEWATER Total:		118,809.60
Vendor 02578 - INFINITY CONSTRUCTION, INC. Total:		118,809.60
Vendor: 09291 - INGRAM LIBRARY SERVICES INC		
Fund: 111 - GENERAL		
Coll.	COLLECTIONS	314.28
Coll.	COLLECTIONS	177.46
Coll.	COLLECTIONS	714.00
Coll.	COLLECTIONS	283.62
Coll.	COLLECTIONS	83.79

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Description (Payable)	Account Name	Amount
Coll.	COLLECTIONS	77.47
Fund 111 - GENERAL Total:		1,650.62
Vendor 09291 - INGRAM LIBRARY SERVICES INC Total:		1,650.62
Vendor: 00733 - INLAND TRUCK PARTS & SERVICE		
Fund: 111 - GENERAL		
VEH MAINT PARK	VEHICLE MAINTENANCE	2,229.17
INJECTOR HARNESS/OIL LEAK - ...	VEHICLE MAINTENANCE	1,536.56
Fund 111 - GENERAL Total:		3,765.73
Vendor 00733 - INLAND TRUCK PARTS & SERVICE Total:		3,765.73
Vendor: 08154 - INTERNAL REVENUE SERVICE		
Fund: 713 - CASH & INVESTMENT POOL		
WITHHOLDINGS	MEDICARE W/H EE PAYABLE	4,189.51
WITHHOLDINGS	MEDICARE W/H EE PAYABLE	4,189.51
WITHHOLDINGS	FICA W/H EE PAYABLE	15,241.50
WITHHOLDINGS	FICA W/H EE PAYABLE	15,241.50
WITHHOLDINGS	FED W/H EE PAYABLE	26,413.54
Fund 713 - CASH & INVESTMENT POOL Total:		65,275.56
Vendor 08154 - INTERNAL REVENUE SERVICE Total:		65,275.56
Vendor: 08525 - INTRALINKS, INC		
Fund: 111 - GENERAL		
CONTR.SERV. - PD 10/7/21	CONTRACTUAL SERVICES	45.00
DATTO - NOV 2021 (ADMIN/WA)	CONTRACTUAL SERVICES	2,298.00
DEPT SUPPLIES - FIRE	DEPARTMENT SUPPLIES	79.97
Fund 111 - GENERAL Total:		2,422.97
Fund: 641 - WATER		
DATTO - NOV 2021 (ADMIN/WA)	CONTRACTUAL SERVICES	119.00
Fund 641 - WATER Total:		119.00
Vendor 08525 - INTRALINKS, INC Total:		2,541.97
Vendor: 06131 - JOHN DEERE FINANCIAL		
Fund: 111 - GENERAL		
CHAINSAW CHAINS AND BOLTS	DEPARTMENT SUPPLIES	116.20
Fund 111 - GENERAL Total:		116.20
Fund: 212 - TRANSPORTATION		
SUPP - GALV. WIRE	DEPARTMENT SUPPLIES	87.96
SNOW FENCE SUPP - HOOKS, C...	DEPARTMENT SUPPLIES	82.32
GALV. WIRE & T POSTS FOR SN...	DEPARTMENT SUPPLIES	1,121.98
SUPP - DUTY BLACK & DUTY NA...	DEPARTMENT SUPPLIES	20.97
SHACKLE FOR D. TRUCK	VEHICLE MAINTENANCE	22.47
Fund 212 - TRANSPORTATION Total:		1,335.70
Fund: 631 - WASTEWATER		
UNIFORMS WW	UNIFORMS & CLOTHING	144.99
UNIFORM WW	UNIFORMS & CLOTHING	158.95
UNIFORMS WW	UNIFORMS & CLOTHING	79.99
UNIFORMS WW	UNIFORMS & CLOTHING	39.99
UNIFORMS WW	UNIFORMS & CLOTHING	49.99
Fund 631 - WASTEWATER Total:		473.91
Vendor 06131 - JOHN DEERE FINANCIAL Total:		1,925.81
Vendor: 08067 - JOHN DEERE FINANCIAL		
Fund: 111 - GENERAL		
GROUND MAINT PARK	GROUNDS MAINTENANCE	25.83
Fund 111 - GENERAL Total:		25.83
Fund: 631 - WASTEWATER		
DEPT SUPP WW	DEPARTMENT SUPPLIES	79.98
UNIFORMS WW	UNIFORMS & CLOTHING	99.99

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Description (Payable)	Account Name	Amount
UNIFORMS WW	UNIFORMS & CLOTHING	34.99
Fund 631 - WASTEWATER Total:		214.96
Vendor 08067 - JOHN DEERE FINANCIAL Total:		240.79
Vendor: 09474 - JOHN DEERE FINANCIAL		
Fund: 111 - GENERAL		
EQUIP MAINT PARK	EQUIPMENT MAINTENANCE	1,481.88
Fund 111 - GENERAL Total:		1,481.88
Fund: 212 - TRANSPORTATION		
FILTERS FOR SWEEPER	EQUIPMENT MAINTENANCE	80.17
Fund 212 - TRANSPORTATION Total:		80.17
Vendor 09474 - JOHN DEERE FINANCIAL Total:		1,562.05
Vendor: 09872 - KRIZ DAVIS		
Fund: 111 - GENERAL		
BLDG MAINT PARK	BUILDING MAINTENANCE	136.99
BLDG MAINT PARK	BUILDING MAINTENANCE	16.92
SUPPLIES - PATHWAY	PATHWAY	1,651.31
SUPPLIES - PATHWAY	PATHWAY	550.44
BLDG MAINT PARK	BUILDING MAINTENANCE	76.16
BLDG MAINT PARK	BUILDING MAINTENANCE	-11.57
Fund 111 - GENERAL Total:		2,420.25
Vendor 09872 - KRIZ DAVIS Total:		2,420.25
Vendor: 03941 - LAWSON PRODUCTS, INC		
Fund: 111 - GENERAL		
DEPT SUPP PARK	DEPARTMENT SUPPLIES	97.16
Fund 111 - GENERAL Total:		97.16
Vendor 03941 - LAWSON PRODUCTS, INC Total:		97.16
Vendor: 09746 - LEAL NOHEMI		
Fund: 111 - GENERAL		
CONSULTING-PD	CONSULTING SERVICES	35.00
CONSULTING-PD	CONSULTING SERVICES	35.00
Fund 111 - GENERAL Total:		70.00
Vendor 09746 - LEAL NOHEMI Total:		70.00
Vendor: 00242 - M.C. SCHAFF & ASSOCIATES, INC		
Fund: 631 - WASTEWATER		
ENGINEERING-CONTINGENCY	CONTINGENCY	17,350.00
Fund 631 - WASTEWATER Total:		17,350.00
Vendor 00242 - M.C. SCHAFF & ASSOCIATES, INC Total:		17,350.00
Vendor: 05099 - MARKETING CONSULTANTS		
Fund: 111 - GENERAL		
CLOTHING	UNIFORMS & CLOTHING	4,694.00
Fund 111 - GENERAL Total:		4,694.00
Fund: 212 - TRANSPORTATION		
CLOTHING	UNIFORMS & CLOTHING	1,380.00
Fund 212 - TRANSPORTATION Total:		1,380.00
Fund: 213 - CEMETERY		
CLOTHING	UNIFORMS & CLOTHING	613.00
Fund 213 - CEMETERY Total:		613.00
Fund: 631 - WASTEWATER		
CLOTHING	UNIFORMS & CLOTHING	498.00
Fund 631 - WASTEWATER Total:		498.00
Vendor 05099 - MARKETING CONSULTANTS Total:		7,185.00

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Description (Payable)	Account Name	Amount
Vendor: 09976 - MARTINEZ EDWIN		
Fund: 111 - GENERAL		
FACADE IMPROVEMENT GRANT	COMMUNITY DEVELOPMENT	6,000.00
Fund 111 - GENERAL Total:		6,000.00
Vendor 09976 - MARTINEZ EDWIN Total:		6,000.00
Vendor: 06530 - M-B CO, INC		
Fund: 212 - TRANSPORTATION		
LABOR TO INST. JACK IN CONT...	EQUIPMENT MAINTENANCE	186.80
Fund 212 - TRANSPORTATION Total:		186.80
Vendor 06530 - M-B CO, INC Total:		186.80
Vendor: 07628 - MENARDS, INC		
Fund: 111 - GENERAL		
OSB FOR TRAINING PROP	DEPARTMENT SUPPLIES	37.50
FUEL CANS	DEPARTMENT SUPPLIES	33.98
DEPT SUPP ADM	DEPARTMENT SUPPLIES	7.69
BLDG MAINT PARK	BUILDING MAINTENANCE	10.76
OSB AND SILICON FOR TRAININ...	DEPARTMENT SUPPLIES	90.96
Fund 111 - GENERAL Total:		180.89
Fund: 212 - TRANSPORTATION		
SUPP - TIES, PLUG	DEPARTMENT SUPPLIES	33.78
SUPP - PLUG, CONN	DEPARTMENT SUPPLIES	30.97
SUPP - TWIST LOCK PLUG	DEPARTMENT SUPPLIES	-12.98
SUPP - LOCKING PLUG	DEPARTMENT SUPPLIES	14.99
BUILD. MAIN.- FLOOR DRAIN, P...	BUILDING MAINTENANCE	95.00
SUPP - BLADES, 2 X 6'S	DEPARTMENT SUPPLIES	32.43
SUPP - AKONAFLEX	DEPARTMENT SUPPLIES	20.44
SUPP - SPRING SNAPS	DEPARTMENT SUPPLIES	37.83
SUPP - AKONAFLEX	DEPARTMENT SUPPLIES	13.94
SUPP - TUBE, BLADES, TEE, CPLG.	DEPARTMENT SUPPLIES	45.49
SUPP - TUBE, TEE, PLUG, CPLG.	DEPARTMENT SUPPLIES	-40.81
SUPP - ARMOR CLEANING LIQU...	DEPARTMENT SUPPLIES	56.88
SUPP - DRILL BITS, HOOK, HAN...	DEPARTMENT SUPPLIES	29.45
SUPP - STAKE FLAGS	DEPARTMENT SUPPLIES	5.99
SUPP - SANITIZER	DEPARTMENT SUPPLIES	59.40
Fund 212 - TRANSPORTATION Total:		422.80
Fund: 621 - ENVIRONMENTAL SERVICES		
DEPT SUPPLIES	DEPARTMENT SUPPLIES	50.96
DEPT SUPPLIES	DEPARTMENT SUPPLIES	15.12
Fund 621 - ENVIRONMENTAL SERVICES Total:		66.08
Fund: 641 - WATER		
DEPT SUPP WTR	DEPARTMENT SUPPLIES	51.09
DEPT SUP	DEPARTMENT SUPPLIES	61.06
Fund 641 - WATER Total:		112.15
Vendor 07628 - MENARDS, INC Total:		781.92
Vendor: 00705 - MIDLANDS NEWSPAPERS, INC		
Fund: 111 - GENERAL		
PUBLICATIONS-PD	PUBLICATIONS	176.80
PUBLICATIONS-PD	PUBLICATIONS	176.80
Fund 111 - GENERAL Total:		353.60
Fund: 212 - TRANSPORTATION		
YEARLY SUBSCRIPTION	PUBLICATIONS	319.80
Fund 212 - TRANSPORTATION Total:		319.80
Vendor 00705 - MIDLANDS NEWSPAPERS, INC Total:		673.40
Vendor: 01216 - MIDWEST AUTO SUPPLY INC		
Fund: 111 - GENERAL		
VEH MAINT PARK	VEHICLE MAINTENANCE	565.00

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Description (Payable)	Account Name	Amount
VEH MAINT PARK	VEHICLE MAINTENANCE	125.00
VEH MAINT PARK	VEHICLE MAINTENANCE	1,050.00
Fund 111 - GENERAL Total:		1,740.00
Vendor 01216 - MIDWEST AUTO SUPPLY INC Total:		1,740.00
Vendor: 00278 - MONUMENT CAR WASH INC		
Fund: 631 - WASTEWATER		
VEH MAINT WW	VEHICLE MAINTENANCE	15.04
Fund 631 - WASTEWATER Total:		15.04
Fund: 641 - WATER		
VEH MAINT WTR	VEHICLE MAINTENANCE	10.00
Fund 641 - WATER Total:		10.00
Vendor 00278 - MONUMENT CAR WASH INC Total:		25.04
Vendor: 09543 - NATIONAL TELEPHONE MESSAGE CORP		
Fund: 111 - GENERAL		
DEPT SUPPL-PD	DEPARTMENT SUPPLIES	252.22
Fund 111 - GENERAL Total:		252.22
Vendor 09543 - NATIONAL TELEPHONE MESSAGE CORP Total:		252.22
Vendor: 04082 - NE CHILD SUPPORT PAYMENT CENTER		
Fund: 713 - CASH & INVESTMENT POOL		
NE CHILD SUPPORT PYBLE	CHILD SUPPORT EE PAY	1,553.10
Fund 713 - CASH & INVESTMENT POOL Total:		1,553.10
Vendor 04082 - NE CHILD SUPPORT PAYMENT CENTER Total:		1,553.10
Vendor: 00942 - NE DEPT OF ENVIRONMENTAL QUALITY		
Fund: 631 - WASTEWATER		
LOAN #C317378 PAYMENT	ADMIN COSTS & FEES	603.30
LOAN #C317378 PAYMENT	DEBT SERVICE-PRINCIPAL	31,762.06
LOAN #C317378 PAYMENT	DEBT SERVICE-INTEREST	1,809.91
Fund 631 - WASTEWATER Total:		34,175.27
Vendor 00942 - NE DEPT OF ENVIRONMENTAL QUALITY Total:		34,175.27
Vendor: 00797 - NE DEPT OF REVENUE		
Fund: 111 - GENERAL		
SALES TAX	SALES TAX PAYABLE	50.78
Fund 111 - GENERAL Total:		50.78
Fund: 621 - ENVIRONMENTAL SERVICES		
SALES TAX	SALES TAX PAYABLE	84.50
Fund 621 - ENVIRONMENTAL SERVICES Total:		84.50
Fund: 631 - WASTEWATER		
SALES TAX	SALES TAX PAYABLE	14,056.32
Fund 631 - WASTEWATER Total:		14,056.32
Fund: 641 - WATER		
SALES TAX	SALES TAX PAYABLE	3,154.61
SALES TAX	DEPARTMENT SUPPLIES	19.80
SALES TAX	DEPARTMENT SUPPLIES	19.24
Fund 641 - WATER Total:		3,193.65
Fund: 661 - STORMWATER		
SALES TAX	SALES TAX PAYABLE	685.72
Fund 661 - STORMWATER Total:		685.72
Vendor 00797 - NE DEPT OF REVENUE Total:		18,070.97
Vendor: 00402 - NEBRASKA MACHINERY CO		
Fund: 212 - TRANSPORTATION		
PART FOR EQUIP - SENDER	EQUIPMENT MAINTENANCE	88.84
Fund 212 - TRANSPORTATION Total:		88.84

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Description (Payable)	Account Name	Amount
Fund: 621 - ENVIRONMENTAL SERVICES		
EQUIP MAINT	EQUIPMENT MAINTENANCE	180.78
Fund 621 - ENVIRONMENTAL SERVICES Total:		180.78
Fund: 631 - WASTEWATER		
EQUIP MAINT	EQUIPMENT MAINTENANCE	180.77
Fund 631 - WASTEWATER Total:		180.77
Vendor 00402 - NEBRASKA MACHINERY CO Total:		450.39
Vendor: 00578 - NEBRASKA PUBLIC POWER DISTRICT		
Fund: 631 - WASTEWATER		
ELECTRICITY	ELECTRIC POWER	153.61
ELECTRICITY	ELECTRIC POWER	10,556.94
Fund 631 - WASTEWATER Total:		10,710.55
Fund: 641 - WATER		
ELECTRICITY	ELECTRIC POWER	3,262.28
ELECTRICITY	ELECTRIC POWER	886.56
Fund 641 - WATER Total:		4,148.84
Vendor 00578 - NEBRASKA PUBLIC POWER DISTRICT Total:		14,859.39
Vendor: 04198 - NEBRASKALAND TIRE, INC		
Fund: 111 - GENERAL		
VEH MAINT-PD	VEHICLE MAINTENANCE	20.00
Fund 111 - GENERAL Total:		20.00
Vendor 04198 - NEBRASKALAND TIRE, INC Total:		20.00
Vendor: 09737 - NEDA		
Fund: 224 - ECONOMIC DEVELOPMENT		
MEMBERSHIP - STARR LEHL	MEMBERSHIPS	150.00
Fund 224 - ECONOMIC DEVELOPMENT Total:		150.00
Vendor 09737 - NEDA Total:		150.00
Vendor: 08840 - ONE CALL CONCEPTS, INC		
Fund: 212 - TRANSPORTATION		
CONTRACTUAL	CONTRACTUAL SERVICES	42.39
Fund 212 - TRANSPORTATION Total:		42.39
Fund: 631 - WASTEWATER		
CONTRACTUAL	CONTRACTUAL SERVICES	42.40
Fund 631 - WASTEWATER Total:		42.40
Fund: 641 - WATER		
CONTRACTUAL	CONTRACTUAL SERVICES	42.40
Fund 641 - WATER Total:		42.40
Vendor 08840 - ONE CALL CONCEPTS, INC Total:		127.19
Vendor: 03282 - ORIGINAL EQUIPMENT CORPORATION		
Fund: 111 - GENERAL		
DEPT SUPP PARK	DEPARTMENT SUPPLIES	3,147.00
Fund 111 - GENERAL Total:		3,147.00
Vendor 03282 - ORIGINAL EQUIPMENT CORPORATION Total:		3,147.00
Vendor: 00487 - PANHANDLE ENVIRONMENTAL SERVICES INC		
Fund: 641 - WATER		
SAMPLES WTR	SAMPLES	80.00
SAMPLES	SAMPLES	80.00
SAMPLES	SAMPLES	80.00
Fund 641 - WATER Total:		240.00
Vendor 00487 - PANHANDLE ENVIRONMENTAL SERVICES INC Total:		240.00

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Description (Payable)	Account Name	Amount
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	9,818.36
Fund 713 - CASH & INVESTMENT POOL Total:		9,818.36
Vendor 01276 - PLATTE VALLEY BANK Total:		9,818.36
Vendor: 00796 - POWERPLAN		
Fund: 621 - ENVIRONMENTAL SERVICES		
EQUIP MAINT	EQUIPMENT MAINTENANCE	843.91
Fund 621 - ENVIRONMENTAL SERVICES Total:		843.91
Fund: 631 - WASTEWATER		
EQUIP MAINT	EQUIPMENT MAINTENANCE	843.90
Fund 631 - WASTEWATER Total:		843.90
Vendor 00796 - POWERPLAN Total:		1,687.81
Vendor: 10218 - POWERTECH LLC		
Fund: 631 - WASTEWATER		
EQUIP MAINT	EQUIPMENT MAINTENANCE	2,015.00
Fund 631 - WASTEWATER Total:		2,015.00
Vendor 10218 - POWERTECH LLC Total:		2,015.00
Vendor: 00471 - PRO OVERHEAD DOOR		
Fund: 111 - GENERAL		
BLDG MAINT ADM	BUILDING MAINTENANCE	109.00
Fund 111 - GENERAL Total:		109.00
Vendor 00471 - PRO OVERHEAD DOOR Total:		109.00
Vendor: 09744 - PT HOSE AND BEARING		
Fund: 621 - ENVIRONMENTAL SERVICES		
DEPT SUPPLIES	DEPARTMENT SUPPLIES	48.30
Fund 621 - ENVIRONMENTAL SERVICES Total:		48.30
Vendor 09744 - PT HOSE AND BEARING Total:		48.30
Vendor: 07838 - QUADIENT LEASING USA INC		
Fund: 111 - GENERAL		
RENT-MACH-PD	RENT-MACHINES	219.56
Fund 111 - GENERAL Total:		219.56
Vendor 07838 - QUADIENT LEASING USA INC Total:		219.56
Vendor: 00266 - QUILL CORPORATION		
Fund: 111 - GENERAL		
INVEST SUPPL-PD	INVESTIGATIVE EXPENSES	36.40
DEPT SUPPL-PD	DEPARTMENT SUPPLIES	80.56
Fund 111 - GENERAL Total:		116.96
Vendor 00266 - QUILL CORPORATION Total:		116.96
Vendor: 04089 - REGIONAL CARE INC		
Fund: 812 - HEALTH INSURANCE		
CLAIMS	CLAIMS EXPENSE	8,077.47
CLAIMS	CLAIMS EXPENSE	17,304.48
HEALTH INS PREM. - DEC. 2021	PREMIUM EXPENSE	47,883.64
CLAIMS	CLAIMS EXPENSE	13,024.22
Fund 812 - HEALTH INSURANCE Total:		86,289.81
Vendor 04089 - REGIONAL CARE INC Total:		86,289.81

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Description (Payable)	Account Name	Amount
Vendor: 10309 - RESOURCE MANAGEMENT CO INC		
Fund: 621 - ENVIRONMENTAL SERVICES		
CONTRACTUAL SERVICES	CONTRACTUAL SERVICES	2,141.76
CONTRACTUAL SERVICES	CONTRACTUAL SERVICES	2,139.00
CONTRACTUAL SERVICES	CONTRACTUAL SERVICES	2,202.48
CONTRACTUAL SERVICES	CONTRACTUAL SERVICES	2,174.88
CONTRACTUAL SERVICES	CONTRACTUAL SERVICES	2,392.92
CONTRACTUAL SERVICES	CONTRACTUAL SERVICES	2,361.18
CONTRACTUAL SERVICES	CONTRACTUAL SERVICES	1,504.20
CONTRACTUAL SERVICES	CONTRACTUAL SERVICES	2,196.96
Fund 621 - ENVIRONMENTAL SERVICES Total:		17,113.38
Vendor 10309 - RESOURCE MANAGEMENT CO INC Total:		17,113.38
Vendor: 10041 - RODRIGUEZ JOSE R		
Fund: 111 - GENERAL		
TOW SERVICE-PD	CONTRACTUAL SERVICES	150.00
Fund 111 - GENERAL Total:		150.00
Vendor 10041 - RODRIGUEZ JOSE R Total:		150.00
Vendor: 00366 - ROOSEVELT PUBLIC POWER DISTRICT		
Fund: 641 - WATER		
ELECTRIC POWER	ELECTRIC POWER	1,920.46
Fund 641 - WATER Total:		1,920.46
Vendor 00366 - ROOSEVELT PUBLIC POWER DISTRICT Total:		1,920.46
Vendor: 10235 - RUSSEL'S AUTOMOTIVE		
Fund: 111 - GENERAL		
VEH MAINT-PD	VEHICLE MAINTENANCE	60.35
Fund 111 - GENERAL Total:		60.35
Vendor 10235 - RUSSEL'S AUTOMOTIVE Total:		60.35
Vendor: 00026 - S M E C		
Fund: 713 - CASH & INVESTMENT POOL		
EMPLOYEE DEDUCTION	SMEC EE PAYABLE	150.27
Fund 713 - CASH & INVESTMENT POOL Total:		150.27
Vendor 00026 - S M E C Total:		150.27
Vendor: 02531 - SCB FIREFIGHTERS UNION LOCAL 1454		
Fund: 713 - CASH & INVESTMENT POOL		
FIRE EE DUES	FIRE UNION DUES EE PAY	300.00
Fund 713 - CASH & INVESTMENT POOL Total:		300.00
Vendor 02531 - SCB FIREFIGHTERS UNION LOCAL 1454 Total:		300.00
Vendor: 00273 - SCOTTSBLUFF POLICE OFFICERS ASSOCIATION		
Fund: 713 - CASH & INVESTMENT POOL		
POLICE EE DUES	POL UNION DUES EE PAY	975.00
Fund 713 - CASH & INVESTMENT POOL Total:		975.00
Vendor 00273 - SCOTTSBLUFF POLICE OFFICERS ASSOCIATION Total:		975.00
Vendor: 01271 - SCOTTSBLUFF SCREENPRINTING & EMBROIDERY, LLC		
Fund: 641 - WATER		
UNIFORMS & CLOTHING	UNIFORMS & CLOTHING	520.02
Fund 641 - WATER Total:		520.02
Vendor 01271 - SCOTTSBLUFF SCREENPRINTING & EMBROIDERY, LLC Total:		520.02
Vendor: 00759 - SCOTTSBLUFF/GERING CHAMBER OF COMMERCE		
Fund: 111 - GENERAL		
SUGAR FACTORY TOUR	SCHOOL & CONFERENCE	30.00
PRE-LEGISLATIVE BREAKFAST	SCHOOL & CONFERENCE	15.00
PRE-LEGISLATIVE BREAKFAST	SCHOOL & CONFERENCE	15.00
PRE-LEGISLATIVE BREAKFAST	SCHOOL & CONFERENCE	15.00
Fund 111 - GENERAL Total:		75.00

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Description (Payable)	Account Name	Amount
Fund: 224 - ECONOMIC DEVELOPMENT		
SUGAR FACTORY TOUR	SCHOOL & CONFERENCE	60.00
PRE-LEGISLATIVE BREAKFAST	SCHOOL & CONFERENCE	15.00
Fund 224 - ECONOMIC DEVELOPMENT Total:		75.00
Vendor 00759 - SCOTTSBLUFF/GERING CHAMBER OF COMMERCE Total:		150.00
Vendor: 00684 - SHERIFF'S OFFICE		
Fund: 111 - GENERAL		
LEGAL FEES-PD	LEGAL FEES	20.36
LEGAL FEES-PD	LEGAL FEES	9.00
LEGAL FEES-PD	LEGAL FEES	21.54
LEGAL FEES-PD	LEGAL FEES	20.36
LEGAL FEES-PD	LEGAL FEES	25.08
LEGAL FEES-PD	LEGAL FEES	21.54
LEGAL FEES-PD	LEGAL FEES	25.08
LEGAL FEES-PD	LEGAL FEES	21.54
LEGAL FEES-PD	LEGAL FEES	9.00
LEGAL FEES-PD	LEGAL FEES	25.08
LEGAL FEES-PD	LEGAL FEES	32.16
LEGAL FEES-PD	LEGAL FEES	22.52
Fund 111 - GENERAL Total:		262.26
Vendor 00684 - SHERIFF'S OFFICE Total:		262.26
Vendor: 00786 - SHERWIN WILLIAMS		
Fund: 212 - TRANSPORTATION		
SEALS, PUMP PROTECTOR & A...	EQUIPMENT MAINTENANCE	66.22
Fund 212 - TRANSPORTATION Total:		66.22
Vendor 00786 - SHERWIN WILLIAMS Total:		66.22
Vendor: 01031 - SIMON CONTRACTORS		
Fund: 212 - TRANSPORTATION		
RECYCLED BASE GRAVEL	STREET REPAIR SUPPLIES	274.08
PAYMENT FOR AVE. B OVERLAY...	STREET PROJECTS	859,298.47
Fund 212 - TRANSPORTATION Total:		859,572.55
Vendor 01031 - SIMON CONTRACTORS Total:		859,572.55
Vendor: 00513 - SNELL SERVICES INC.		
Fund: 111 - GENERAL		
Bldg. Main.	BUILDING MAINTENANCE	1,830.00
Fund 111 - GENERAL Total:		1,830.00
Vendor 00513 - SNELL SERVICES INC. Total:		1,830.00
Vendor: 09663 - SOUNDSLEEPER SECURITY INC.		
Fund: 111 - GENERAL		
CONTRACTUAL-PD	CONTRACTUAL SERVICES	14.95
Fund 111 - GENERAL Total:		14.95
Vendor 09663 - SOUNDSLEEPER SECURITY INC. Total:		14.95
Vendor: 00054 - STATE HEALTH LAB		
Fund: 641 - WATER		
SAMPLES	SAMPLES	871.00
Fund 641 - WATER Total:		871.00
Vendor 00054 - STATE HEALTH LAB Total:		871.00
Vendor: 01235 - STATE OF NE.		
Fund: 111 - GENERAL		
CONTRACTUAL-PD	CONTRACTUAL SERVICES	315.00
Fund 111 - GENERAL Total:		315.00
Vendor 01235 - STATE OF NE. Total:		315.00

Post Dates: 11/16/2021 - 12/6/2021

Expense Approval Report

Post Dates: 11/16/2021 - 12/6/2021

Description (Payable)	Account Name	Amount
RETIREMENT	REGULAR RETIRE EE PAY	8,419.14
RETIREMENT	DEFERRED COMP EE PAY	1,040.00
RETIREMENT	DEFERRED COMP EE PAY	2,517.89
RETIREMENT	DEFERRED COMP EE PAY	570.64
RETIREMENT	RETIRE FIRE EE PAYABLE	5,623.00
RETIREMENT	RETIRE FIRE EE PAYABLE	2,976.48
RETIREMENT	RETIRE POLICE EE PAY	6,645.39
RETIREMENT	RETIRE POLICE EE PAY	6,021.13

Fund 713 - CASH & INVESTMENT POOL Total: 41,695.65

Vendor 09865 - UNION BANK & TRUST Total: 41,695.65

Vendor: 08828 - US BANK

Fund: 111 - GENERAL

SHIFT CALENDARS 2022	DEPARTMENT SUPPLIES	72.80
TRAINING REGISTRATION FOR ...	SCHOOL & CONFERENCE	350.00
SCHOOLS & CONF-PD	SCHOOL & CONFERENCE	384.00
DEPT SUPPL-PD	DEPARTMENT SUPPLIES	30.98
JANIT SUPPL-PD	JANITORIAL SUPPLIES	17.45
JANIT SUPPL-PD	JANITORIAL SUPPLIES	17.45
Prgmg.	PROGRAMMING	95.73
GASOLINE-PD	GASOLINE	46.00
UNIFORMS	UNIFORMS & CLOTHING	164.90
SCHOOLS & CONF-PD	SCHOOL & CONFERENCE	695.00
SCHOOLS & CONF-PD	SCHOOL & CONFERENCE	695.00
EQUIP MAINT PARK	EQUIPMENT MAINTENANCE	551.99
Prgmg.	PROGRAMMING	1.00
GASOLINE-PD	GASOLINE	21.00
FIREARMS RANGE SUPPL-PD	FIREARMS RANGE SUPPLIES	215.02
Prgmg.	PROGRAMMING	67.93
Prgmg.	PROGRAMMING	24.40
Prgmg.	PROGRAMMING	16.12
Prgmg.	PROGRAMMING	1.00
TYLER BUSINESS FORMS - FINA...	DEPARTMENT SUPPLIES	429.48
SCHOOL & CONF CC	SCHOOL & CONFERENCE	105.00
SCHOOLS & CONF-PD	SCHOOL & CONFERENCE	348.00
HOTEL ROOM HOLD- WILL BE R...	SCHOOL & CONFERENCE	106.20
FUEL FOR TRAVEL TO KEARNEY	GASOLINE	38.78
HOTEL FOR MED DIVE CLASS - ...	SCHOOL & CONFERENCE	150.04
FUEL FOR TRAINING IN FORT C...	GASOLINE	34.22
UNIFORMS-PD	UNIFORMS & CLOTHING	326.21
SCHOOLS & CONF-PD	SCHOOL & CONFERENCE	-425.00
EQUIP MAINT PARK	EQUIPMENT MAINTENANCE	-36.11
REFUND CARSEAT TECHNICIAN ...	SCHOOL & CONFERENCE	-65.00

Fund 111 - GENERAL Total: 4,479.59

Fund: 224 - ECONOMIC DEVELOPMENT

SCHOOL & CONF ED	SCHOOL & CONFERENCE	116.00
SUBSCRIPTION - ZOOM	DEPARTMENT SUPPLIES	160.39

Fund 224 - ECONOMIC DEVELOPMENT Total: 276.39

Fund: 621 - ENVIRONMENTAL SERVICES

VEHICLE MTNC	VEHICLE MAINTENANCE	975.50
VEHICLE MTNC	VEHICLE MAINTENANCE	25.07

Fund 621 - ENVIRONMENTAL SERVICES Total: 1,000.57

Fund: 631 - WASTEWATER

SCHOOLS & CONF	SCHOOL & CONFERENCE	75.00
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Fund 631 - WASTEWATER Total: 75.00

Fund: 661 - STORMWATER

MEMBERSHIPS	MEMBERSHIPS	150.00
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Fund 661 - STORMWATER Total: 150.00

Vendor 08828 - US BANK Total: 5,981.55

Expense Approval Report

Post Dates: 11/16/2021 - 12/6/2021

Description (Payable)	Account Name	Amount
Vendor: 01544 - VAN PELT FENCING CO, INC		
Fund: 111 - GENERAL		
FENCING SUPPLIES	STRUCTURES	8,406.00
Fund 111 - GENERAL Total:		8,406.00
Vendor 01544 - VAN PELT FENCING CO, INC Total:		8,406.00
Vendor: 00022 - WALMART		
Fund: 111 - GENERAL		
HALLOWEEN	SPECIAL EVENTS	263.78
Misc.	COLLECTIONS	43.01
Misc.	PROGRAMMING	34.79
DEPT SUPP ADM/DS	DEPARTMENT SUPPLIES	8.57
DEPT SUPP ADM/DS	DEPARTMENT SUPPLIES	29.88
BATTERIES AND DRINKING WAT...	DEPARTMENT SUPPLIES	42.52
Prgmg.	PROGRAMMING	46.66
Fund 111 - GENERAL Total:		469.21
Fund: 215 - SPECIAL PROJECTS		
CAR SEATS-PD	DEPARTMENT SUPPLIES	517.12
Fund 215 - SPECIAL PROJECTS Total:		517.12
Vendor 00022 - WALMART Total:		986.33
Vendor: 10004 - WEITZEL JOHN		
Fund: 111 - GENERAL		
SCHOOLS & CONF-PD	SCHOOL & CONFERENCE	76.00
Fund 111 - GENERAL Total:		76.00
Vendor 10004 - WEITZEL JOHN Total:		76.00
Vendor: 07571 - WEST NEBRASKA CLAIMS SERVICE, INC		
Fund: 631 - WASTEWATER		
SEWER BACKUP - C.ROTHERHAM	SEWER BACKUP CLAIMS	950.40
Fund 631 - WASTEWATER Total:		950.40
Vendor 07571 - WEST NEBRASKA CLAIMS SERVICE, INC Total:		950.40
Vendor: 00268 - WESTERN COOPERATIVE COMPANY		
Fund: 111 - GENERAL		
GROUND MAINT PARK	GROUNDS MAINTENANCE	12,534.33
Fund 111 - GENERAL Total:		12,534.33
Vendor 00268 - WESTERN COOPERATIVE COMPANY Total:		12,534.33
Vendor: 06089 - WESTERN COOPERATIVE COMPANY		
Fund: 631 - WASTEWATER		
VEHICLE MAINT	VEHICLE MAINTENANCE	177.80
Fund 631 - WASTEWATER Total:		177.80
Vendor 06089 - WESTERN COOPERATIVE COMPANY Total:		177.80
Vendor: 03709 - WYOMING CHILD SUPPORT ENFORCEMENT		
Fund: 713 - CASH & INVESTMENT POOL		
CHILD SUPPORT	CHILD SUPPORT EE PAY	738.08
Fund 713 - CASH & INVESTMENT POOL Total:		738.08
Vendor 03709 - WYOMING CHILD SUPPORT ENFORCEMENT Total:		738.08
Grand Total:		1,460,354.50

Report Summary

Fund Summary

Fund	Expense Amount	Payment Amount
111 - GENERAL	129,371.87	50.78
212 - TRANSPORTATION	871,323.53	0.00
213 - CEMETERY	920.54	0.00
215 - SPECIAL PROJECTS	528.59	0.00
218 - PUBLIC SAFETY	2,901.86	0.00
224 - ECONOMIC DEVELOPMENT	538.09	0.00
621 - ENVIRONMENTAL SERVICES	24,063.78	84.50
631 - WASTEWATER	201,375.21	14,056.32
641 - WATER	21,575.84	3,193.65
661 - STORMWATER	839.78	685.72
713 - CASH & INVESTMENT POOL	120,623.94	120,623.94
721 - GIS SERVICES	1.66	0.00
812 - HEALTH INSURANCE	86,289.81	38,406.17
Grand Total:	1,460,354.50	177,101.08

Account Summary

Account Number	Account Name	Expense Amount	Payment Amount
111-21311	SALES TAX PAYABLE	50.78	50.78
111-52111-111	DEPARTMENT SUPPLIES	616.85	0.00
111-52111-112	DEPARTMENT SUPPLIES	233.52	0.00
111-52111-115	DEPARTMENT SUPPLIES	13.49	0.00
111-52111-116	DEPARTMENT SUPPLIES	79.97	0.00
111-52111-121	DEPARTMENT SUPPLIES	20.39	0.00
111-52111-141	DEPARTMENT SUPPLIES	678.47	0.00
111-52111-142	DEPARTMENT SUPPLIES	438.78	0.00
111-52111-151	DEPARTMENT SUPPLIES	209.76	0.00
111-52111-171	DEPARTMENT SUPPLIES	40,234.44	0.00
111-52121-141	JANITORIAL SUPPLIES	17.45	0.00
111-52121-142	JANITORIAL SUPPLIES	17.45	0.00
111-52134-172	SPECIAL EVENTS	763.78	0.00
111-52161-142	FIREARMS RANGE SUPPLI...	215.02	0.00
111-52163-142	INVESTIGATIVE EXPENSES	36.40	0.00
111-52181-142	UNIFORMS & CLOTHING	326.21	0.00
111-52181-171	UNIFORMS & CLOTHING	4,858.90	0.00
111-52211-141	PUBLICATIONS	176.80	0.00
111-52211-142	PUBLICATIONS	176.80	0.00
111-52222-151	COLLECTIONS	1,681.88	0.00
111-52223-151	PROGRAMMING	349.06	0.00
111-52311-114	MEMBERSHIPS	5,305.32	0.00
111-52311-121	MEMBERSHIPS	145.00	0.00
111-52411-142	POSTAGE	33.70	0.00
111-52511-141	GASOLINE	73.00	0.00
111-52511-142	GASOLINE	67.00	0.00
111-53111-112	CONTRACTUAL SERVICES	5.85	0.00
111-53111-114	CONTRACTUAL SERVICES	175.50	0.00
111-53111-116	CONTRACTUAL SERVICES	2,343.00	0.00
111-53111-141	CONTRACTUAL SERVICES	1,145.40	0.00
111-53111-142	CONTRACTUAL SERVICES	7,765.28	0.00
111-53111-151	CONTRACTUAL SERVICES	98.34	0.00
111-53121-142	CONSULTING SERVICES	70.00	0.00
111-53211-142	LEGAL FEES	262.26	0.00
111-53421-111	BUILDING MAINTENANCE	109.00	0.00
111-53421-141	BUILDING MAINTENANCE	24.50	0.00
111-53421-142	BUILDING MAINTENANCE	24.50	0.00
111-53421-151	BUILDING MAINTENANCE	1,830.00	0.00
111-53421-171	BUILDING MAINTENANCE	314.26	0.00
111-53441-141	EQUIPMENT MAINTENAN...	2,367.50	0.00

Account Summary

Account Number	Account Name	Expense Amount	Payment Amount
111-53441-171	EQUIPMENT MAINTENAN...	2,080.46	0.00
111-53451-141	VEHICLE MAINTENANCE	1,536.56	0.00
111-53451-142	VEHICLE MAINTENANCE	80.35	0.00
111-53451-171	VEHICLE MAINTENANCE	4,003.92	0.00
111-53471-171	GROUPS MAINTENANCE	12,572.48	0.00
111-53521-111	HEATING FUEL	221.23	0.00
111-53521-141	HEATING FUEL	113.97	0.00
111-53521-142	HEATING FUEL	150.64	0.00
111-53521-151	HEATING FUEL	267.63	0.00
111-53521-171	HEATING FUEL	116.14	0.00
111-53521-172	HEATING FUEL	45.15	0.00
111-53561-111	PHONE & INTERNET	6.20	0.00
111-53561-112	PHONE & INTERNET	1.57	0.00
111-53561-114	PHONE & INTERNET	0.47	0.00
111-53561-115	PHONE & INTERNET	2.25	0.00
111-53561-121	PHONE & INTERNET	5.99	0.00
111-53561-141	PHONE & INTERNET	12.52	0.00
111-53561-142	PHONE & INTERNET	1,406.14	0.00
111-53561-151	PHONE & INTERNET	13.28	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	323.82	0.00
111-53631-142	RENT-MACHINES	219.56	0.00
111-53711-113	SCHOOL & CONFERENCE	15.00	0.00
111-53711-114	SCHOOL & CONFERENCE	15.00	0.00
111-53711-115	SCHOOL & CONFERENCE	105.00	0.00
111-53711-121	SCHOOL & CONFERENCE	30.00	0.00
111-53711-141	SCHOOL & CONFERENCE	790.24	0.00
111-53711-142	SCHOOL & CONFERENCE	2,236.00	0.00
111-53751-114	COMMUNITY DEVELOPM...	10,162.40	0.00
111-54311-171	STRUCTURES	15,460.84	0.00
111-54391-171	PATHWAY	4,016.75	0.00
212-52111-212	DEPARTMENT SUPPLIES	6,864.87	0.00
212-52171-212	STREET REPAIR SUPPLIES	274.08	0.00
212-52181-212	UNIFORMS & CLOTHING	3,090.22	0.00
212-52211-212	PUBLICATIONS	319.80	0.00
212-52411-212	POSTAGE	25.72	0.00
212-53111-212	CONTRACTUAL SERVICES	42.39	0.00
212-53421-212	BUILDING MAINTENANCE	95.00	0.00
212-53441-212	EQUIPMENT MAINTENAN...	689.01	0.00
212-53451-212	VEHICLE MAINTENANCE	127.53	0.00
212-53521-212	HEATING FUEL	489.21	0.00
212-53561-212	PHONE & INTERNET	7.23	0.00
212-54322-212	STREET PROJECTS	859,298.47	0.00
213-52111-213	DEPARTMENT SUPPLIES	304.97	0.00
213-52181-213	UNIFORMS & CLOTHING	613.00	0.00
213-53561-213	PHONE & INTERNET	2.57	0.00
215-52111-142	DEPARTMENT SUPPLIES	528.59	0.00
218-52111-142	DEPARTMENT SUPPLIES	343.53	0.00
218-54411-142	EQUIPMENT	2,558.33	0.00
224-52111-113	DEPARTMENT SUPPLIES	194.37	0.00
224-52311-114	MEMBERSHIPS	150.00	0.00
224-53561-113	PHONE & INTERNET	2.72	0.00
224-53711-113	SCHOOL & CONFERENCE	191.00	0.00
621-21311	SALES TAX PAYABLE	84.50	84.50
621-52111-621	DEPARTMENT SUPPLIES	905.05	0.00
621-53111-621	CONTRACTUAL SERVICES	17,229.38	0.00
621-53193-621	DISPOSAL FEES	1,600.00	0.00

Account Summary

Account Number	Account Name	Expense Amount	Payment Amount
621-53441-621	EQUIPMENT MAINTENAN...	1,065.49	0.00
621-53451-621	VEHICLE MAINTENANCE	2,875.22	0.00
621-53521-621	HEATING FUEL	300.05	0.00
621-53561-621	PHONE & INTERNET	4.09	0.00
631-21311	SALES TAX PAYABLE	14,056.32	14,056.32
631-52111-631	DEPARTMENT SUPPLIES	117.24	0.00
631-52181-631	UNIFORMS & CLOTHING	1,166.39	0.00
631-53111-631	CONTRACTUAL SERVICES	197.70	0.00
631-53195-631	ADMIN COSTS & FEES	603.30	0.00
631-53441-631	EQUIPMENT MAINTENAN...	3,570.84	0.00
631-53451-631	VEHICLE MAINTENANCE	192.84	0.00
631-53466-631	SEWER BACKUP CLAIMS	950.40	0.00
631-53531-631	ELECTRIC POWER	10,710.55	0.00
631-53561-631	PHONE & INTERNET	3.06	0.00
631-53711-631	SCHOOL & CONFERENCE	75.00	0.00
631-57110-631	DEBT SERVICE-PRINCIPAL	31,762.06	0.00
631-57115-631	DEBT SERVICE-INTEREST	1,809.91	0.00
631-58111-631	CONTINGENCY	136,159.60	0.00
641-21311	SALES TAX PAYABLE	3,154.61	3,154.61
641-52111-641	DEPARTMENT SUPPLIES	2,257.74	39.04
641-52117-641	SAMPLES	1,363.00	0.00
641-52181-641	UNIFORMS & CLOTHING	520.02	0.00
641-52411-641	POSTAGE	366.56	0.00
641-52611-641	CHEMICALS	3,974.64	0.00
641-53111-641	CONTRACTUAL SERVICES	316.70	0.00
641-53451-641	VEHICLE MAINTENANCE	1,468.63	0.00
641-53521-641	HEATING FUEL	125.56	0.00
641-53531-641	ELECTRIC POWER	6,069.30	0.00
641-53561-641	PHONE & INTERNET	4.08	0.00
641-59211-641	LICENSE/PERMITS	1,955.00	0.00
661-21311	SALES TAX PAYABLE	685.72	685.72
661-52311-661	MEMBERSHIPS	150.00	0.00
661-53561-661	PHONE & INTERNET	4.06	0.00
713-21512	MEDICARE W/H EE PAYAB...	8,379.02	8,379.02
713-21513	FICA W/H EE PAYABLE	30,483.00	30,483.00
713-21514	FED W/H EE PAYABLE	26,413.54	26,413.54
713-21517	POL UNION DUES EE PAY	975.00	975.00
713-21518	FIRE UNION DUES EE PAY	300.00	300.00
713-21523	LIFE INS EE PAYABLE	22.75	22.75
713-21524	SMEC EE PAYABLE	150.27	150.27
713-21527	WAGE ATTACHMENT EE ...	95.17	95.17
713-21528	REGULAR RETIRE EE PAY	16,301.12	16,301.12
713-21529	DEFERRED COMP EE PAY	4,128.53	4,128.53
713-21531	RETIRE FIRE EE PAYABLE	8,599.48	8,599.48
713-21533	RETIRE POLICE EE PAY	12,666.52	12,666.52
713-21539	CHILD SUPPORT EE PAY	2,291.18	2,291.18
713-21541	HSA EE PAYABLE	9,818.36	9,818.36
721-53561-721	PHONE & INTERNET	1.66	0.00
812-53861-112	PREMIUM EXPENSE	47,883.64	0.00
812-53862-112	CLAIMS EXPENSE	38,406.17	38,406.17
Grand Total:		1,460,354.50	177,101.08

Project Account Summary

Project Account Key	Expense Amount	Payment Amount
None	1,459,328.32	177,101.08
2122152111	11.47	0.00
2122852111	517.12	0.00
21852111142	343.53	0.00

Project Account Summary

Project Account Key	Expense Amount	Payment Amount
6002052311	150.00	0.00
6002053561	4.06	0.00
Grand Total:	1,460,354.50	177,101.08

UTILITY REFUNDS

Account #	Contact	Service Address	Refund Amount
<u>015-7167-01</u>	REUBEN A HODDER	3415 ROSS AVE SCOTTSBLUFF NE 69361	11.96
<u>080-3052-03</u>	MARK WESTPHAL	2105 3RD AVE SCOTTSBLUFF NE 69361	125.89
2			\$137.85

City of Scottsbluff, Nebraska

Monday, December 6, 2021

Regular Meeting

Item Public Inp1

Council to be introduced to Kayla Imus, Small Business Outreach Coordinator for the City of Scottsbluff.

Staff Contact: Starr Lehl, Economic Development Director

City of Scottsbluff, Nebraska

Monday, December 6, 2021

Regular Meeting

Item Subdiv.1

Council to discuss and consider action on the Preliminary and Final Plats for Lot 4A, Block 2, Cottonwood Glen and authorize the Mayor to sign the Resolution.

Staff Contact: Zachary Glaubius, Planning Administrator

Agenda Statement

Item No.

For Meeting of: December 6, 2021

AGENDA TITLE: Council to discuss and consider action on the Preliminary and Final Plats of Lot 4A, Block 2, Cottonwood Glen, Scottsbluff, NE and authorize the Mayor to sign the Resolution

SUBMITTED BY DEPARTMENT/ORGANIZATION: Department of Development Services

PRESENTATION BY: Zachary Glaubius, Planning Administrator

SUMMARY EXPLANATION: Proposed subdivision is located in the City of Scottsbluff Extra-Territorial Jurisdiction. Applicant is combining to existing lots in order to build an accessory structure.

BOARD/COMMISSION RECOMMENDATION: Planning Commission made a positive recommendation on the approval of the preliminary and final plats to City Council at the 11/8/2021 P.C. regular meeting.

STAFF RECOMMENDATION: Staff recommends approval of the Preliminary and Final Plats of Lot 4A, Block 2, Cottonwood Glen

EXHIBITS

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

Other (specify) Planning Commission Staff Report Packet

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

Rev: 11/15/12 City Clerk

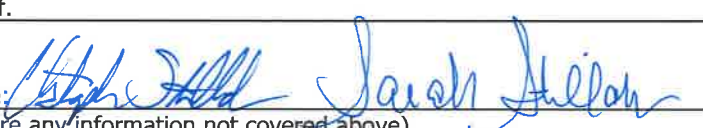
APPROVAL FOR SUBMITTAL: _____
City Manager

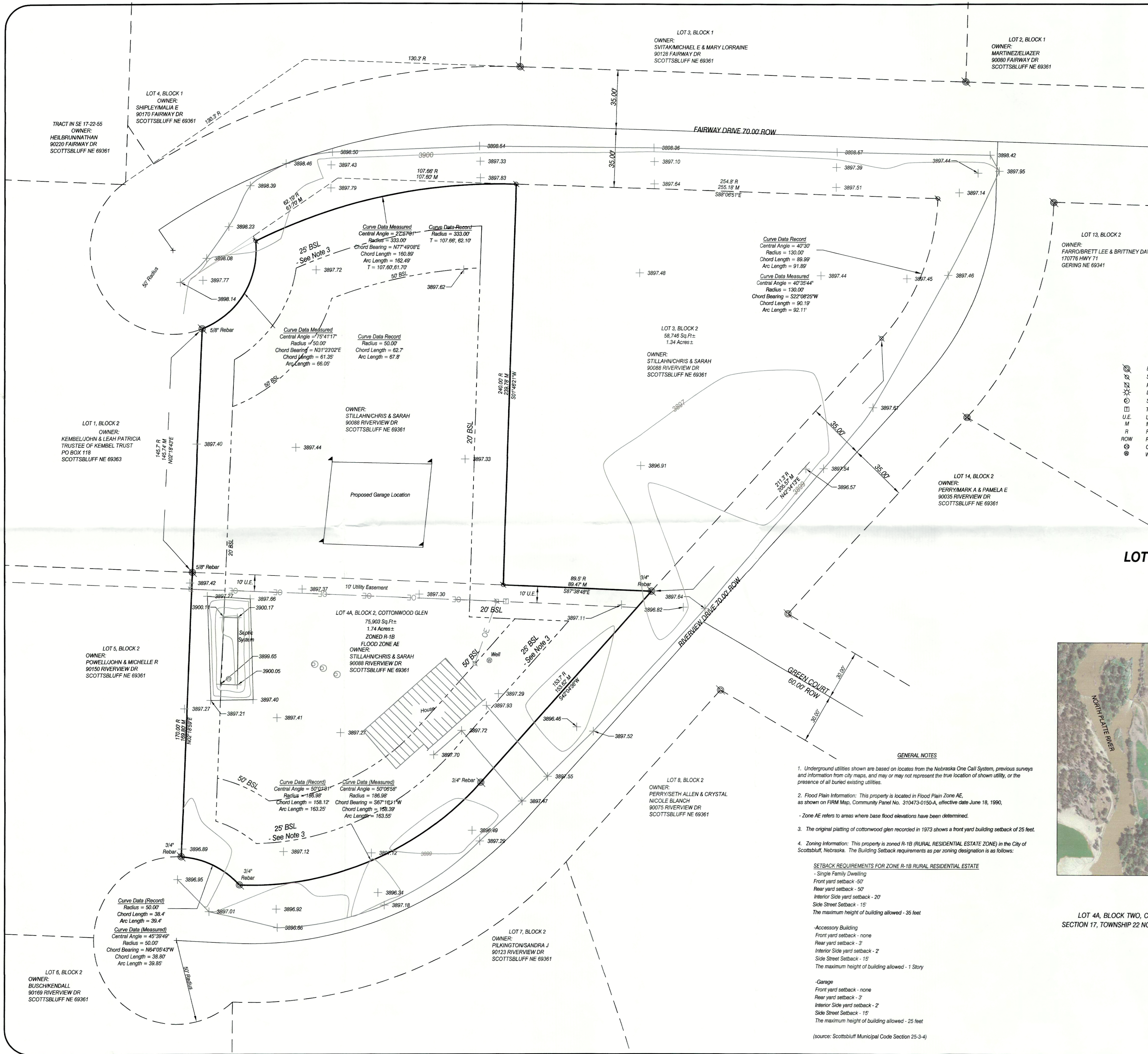
Rev: 11/15/12 City Clerk



City of Scottsbluff, Nebraska

Application for a Preliminary Plat Subdivision

Date: 10/8/2021			DO NOT WRITE IN THIS BLOCK	
Address (Location): 90088 Riverview Drive Scottsbluff, NE 69361			Permit Number:	
Applicant's Name Chris & Sarah Stillahn			Plat Approved Denied	
Applicant's Address: 90088 Riverview Drive			Date Issued:	
City: Scottsbluff	State: Nebraska	Zip: 69361	Comp. Plan Land Use:	Zone:
Telephone: 308-641-8197	Mobile:	Email: stillahn@gmail.com	Attached: Plot Plan Legal Description (in Word) \$100.00 filing fee \$3.00 per property owner within 300-feet Receipt # _____	
Property Owner: Chris & Sarah Stillahn				
Property Owner's Address: 90088 Riverview Drive				
City: Scottsbluff	State: Nebraska	Zip: 69361		
Telephone: 308-641-8197	Mobile:	Email: stillahn@gmail.com		
Engineer or Surveyor: Dustin Beaudette			Total Acreage: 1.74 acres	
Engineer or Surveyor Address: 818 South Beltline Hwy East			Proposed number of lots: 1	
City: Scottsbluff	State: Nebraska	Zip: 69361	Present Use of Property: residential	
Telephone: 308-635-1926	Mobile:	Email: dbeaudette@mcschaff.com	Proposed Use of Property: residential	
Location of property: West of intersection of Fairway Dr. and Riverview Dr. Scottsbluff			Present Zoning: R-1B	
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 abstractor)				
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: 10/12/21	
Remarks: (Insert here any information not covered above)				



Scale in Feet

0 30 60

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

LEGEND

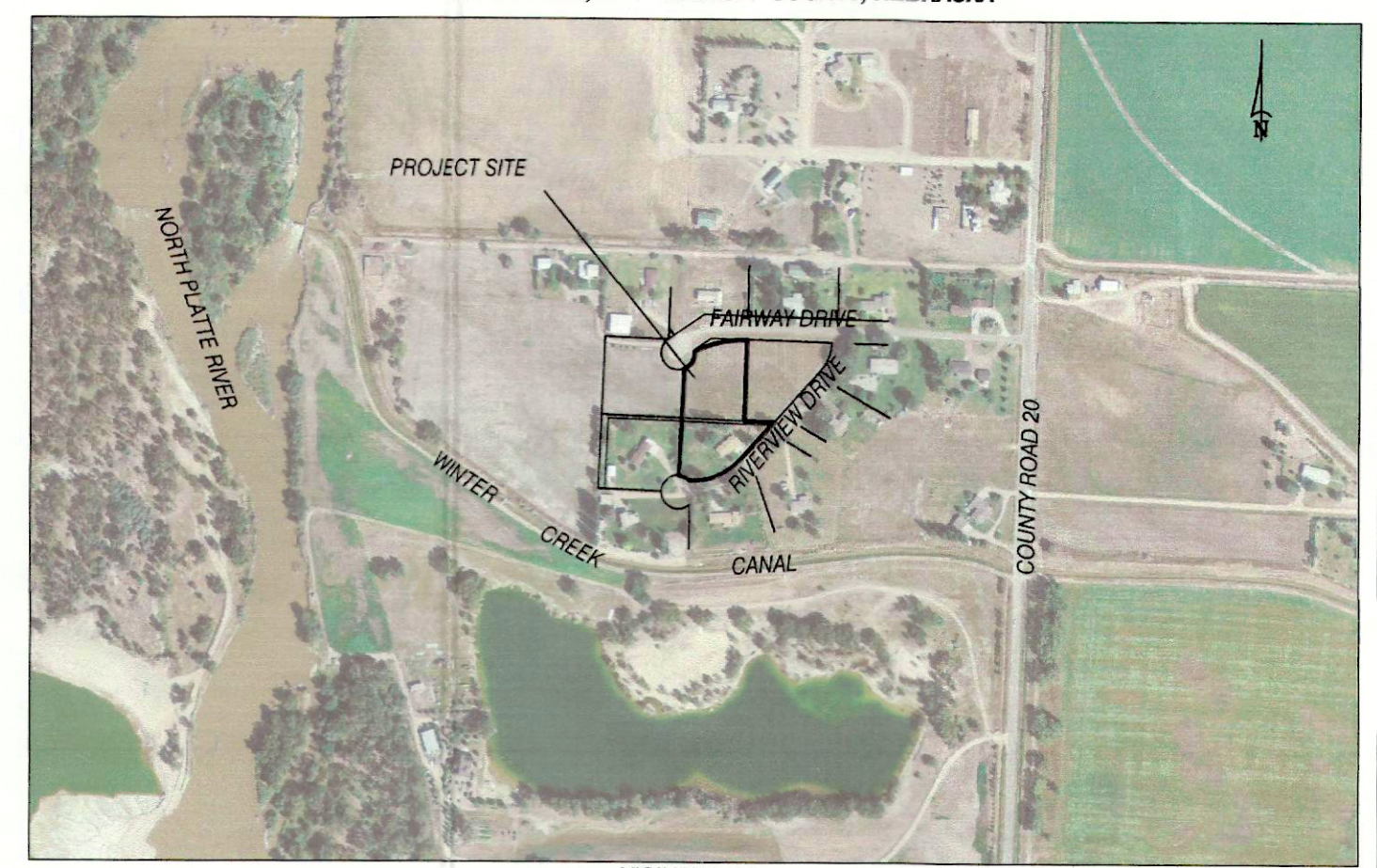
EXISTING 5/8" REBAR, OR AS NOTED
SET 5/8" x 24" REBAR, OR AS NOTED
POWER POLE
LIGHT POLE
SEPTIC SYSTEM STRUCTURES
TELEPHONE PEDESTAL
UTILITY EASEMENT
MEASURED
RECORD
RIGHT OF WAY
CLEANOUT
WELL

BUILDING SETBACK LINE
PROPERTY LINE
UTILITY EASEMENT
SANITARY SEWER LINE
WATER LINE
GAS LINE
OVERHEAD ELECTRIC
UNDERGROUND ELECTRIC
UNDERGROUND TELEPHONE
1" CONTOUR LINE WITH ELEVATION
SPOT ELEVATION NGVD 1929 DATUM

PRELIMINARY PLAT

LOT 4A, BLOCK 2, COTTONWOOD GLEN
A REPLAT OF LOTS 2 AND 4, BLOCK 2,
COTTONWOOD GLEN

AN ADDITION SITUATED IN THE
SOUTHEAST QUARTER OF SECTION 17,
TOWNSHIP 22 NORTH, RANGE 55 WEST
OF THE 6TH P.M., SCOTTS BLUFF COUNTY, NEBRASKA



VICINITY MAP
LEGAL DESCRIPTION

LOT 4A, BLOCK TWO, COTTONWOOD GLEN, A REPLAT OF AN ADDITION SITUATED IN THE SOUTHEAST QUARTER OF SECTION 17, TOWNSHIP 22 NORTH, RANGE 55 WEST OF THE 6TH P.M., SCOTTS BLUFF COUNTY, NEBRASKA,

- GENERAL NOTES
- Underground utilities shown are based on locations from the Nebraska One Call System, previous surveys and information from city maps, and may or may not represent the true location of shown utility, or the presence of all buried existing utilities.
 - Flood Plain Information: This property is located in Flood Plain Zone AE, as shown on FIRN Map, Community Panel No. 310473-0150-A, effective date June 18, 1990.
- Zone AE refers to areas where base flood elevations have been determined.
 - The original platting of cottonwood glen recorded in 1973 shows a front yard building setback of 25 feet.
 - Zoning Information: This property is zoned R-1B (RURAL RESIDENTIAL ESTATE ZONE) in the City of Scottsbluff, Nebraska. The Building Setback requirements as per zoning designation is as follows:

SETBACK REQUIREMENTS FOR ZONE R-1B RURAL RESIDENTIAL ESTATE
- Single Family Dwelling
Front yard setback - 50'
Rear yard setback - 50'
Interior Side yard setback - 20'
Side Street Setback - 15'
The maximum height of building allowed - 35 feet

Accessory Building
Front yard setback - none
Rear yard setback - 3'
Interior Side yard setback - 2'
Side Street Setback - 15'
The maximum height of building allowed - 1 Story

-Garage
Front yard setback - none
Rear yard setback - 3'
Interior Side yard setback - 2'
Side Street Setback - 15'
The maximum height of building allowed - 25 feet

(source: Scottsbluff Municipal Code Section 25-3-4)

M. C. SCHAFF & ASSOCIATES, INC.
818 SOUTH BELTLINE HIGHWAY EAST
SCOTTSBLUFF, NEBRASKA 69361

ENGINEERS ♦ PLANNERS ♦ DESIGNERS ♦ LAND SURVEYORS
PH: 308-635-1926 FAX: 308-635-7807 INTERNET: WWW.MCSCHAFF.COM

PROJECT: LOT 4A, BLOCK 2,
COTTONWOOD GLEN SUB.
SITUATED IN THE NEQ OF
THE SEQ OF SECTION 17,
T22N-R55W OF 6TH P.M.
SCOTTS BLUFF COUNTY, NE

CLIENT: CHRIS STILLAHN

PROJECT NUMBER:
RM210266-00
PROJECT DATE:
SEPT 8, 2021
PROJECT MGR:
DPS
PROJECT TEAM:
DB-TD

SEAL

DATE	REVISION

SHEET 1 OF 1
PRE-1

LEGAL DESCRIPTION

LOT 4A, BLOCK 2, COTTONWOOD GLEN, A REPLAT OF LOTS 2 AND 4, BLOCK 2, COTTONWOOD GLEN, an addition situated in the Southeast Quarter of Section 17, Township 22 North, Range 55 West of the 6th P.M., Scotts Bluff County, Nebraska.

SURVIVORSHIP WARRANTY DEED

Chris Stillahn and Sarah Stillahn, a married couple, GRANTOR, in consideration of One Dollar and other good and valuable consideration received from **Chris Stillahn and Sarah Stillahn, a married couple**, GRANTEES, hereby conveys to GRANTEES, as joint tenants with right of survivorship and not as tenants in common, the following described real estate (as defined in Neb. Rev. Stat. 76-201)

Lots Two (2) and Three (3), Block Two (2), COTTONWOOD GLEN, an addition situated in the SE1/4 of Section 17, Township 22 North, Range 55 West of the 6th P.M., Scotts Bluff County, Nebraska.

GRANTOR covenant with GRANTEES that GRANTOR:

- (1) is lawfully seized of such real estate and that it is free from encumbrances, except encumbrances, liens, easements and restrictions of record;
- (2) has legal power and lawful authority to convey the same; and
- (3) warrants and will defend title to the real estate against the lawful claims of all persons.

Dated 11/1/2021

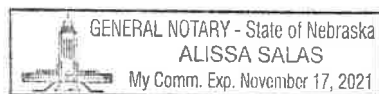

Chris Stillahn


Sarah Stillahn

STATE OF Nebraska

COUNTY OF Scotts Bluff

The foregoing instrument was acknowledged before me this 1 day of November, 2021 by **Chris Stillahn and Sarah Stillahn, a married couple**.



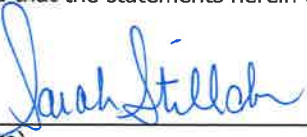

Notary Public

SB0007356

Please Return recorded document to:
Nebraska Title Company
1620 Avenue A
Scottsbluff, NE 69361



City of Scottsbluff, Nebraska Application for a Final Plat Subdivision

Date: 10/8/2021			DO NOT WRITE IN THIS BLOCK	
Address (Location): 90088 Riverview Drive Scottsbluff, NE 69361			Permit Number:	
Applicant's Name Chris & Sarah Stillahn			Plat Approved Denied	
Applicant's Address: 90088 Riverview Drive			Date Issued:	
City: Scottsbluff	State: Nebraska	Zip: 69361	Comp. Plan Land Use:	Zone:
Telephone: 308-641-8197	Mobile:	Email: stillahn@gmail.com	Attached: Final Plat Legal Description (in Word) \$100.00 filing fee Letter of transmittal Receipt # _____	
Property Owner: Chris & Sarah Stillahn				
Property Owner's Address: 90088 Riverview Drive				
City: Scottsbluff	State: Nebraska	Zip: 69361		
Telephone: 308-641-8197	Mobile:	Email: stillahn@gmail.com		
Engineer or Surveyor: Dustin Beaudette			Total Acreage: 1.74 acres	
Engineer or Surveyor Address: 818 South Beltline Hwy East			Proposed number of lots: 1	
City: Scottsbluff	State: Nebraska	Zip: 69361	Present Use of Property: residential	
Telephone: 308-635-1926	Mobile:	Email: dbeaudette@mcschaff.com	Proposed Use of Property: residential	
Location of property: West of intersection of Fairway Dr. and Riverview Dr. Scottsbluff			Present Zoning: R-1B	
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:  			Date: 10/12/21	
Remarks: (Insert here any information not covered above)				

SURVEYOR'S CERTIFICATE

I, Dustin L. Beaudette, a Nebraska Registered Land Surveyor, hereby certify that I, or under my direct supervision, have surveyed and prepared a plat of **LOT 4A, BLOCK 2, COTTONWOOD GLEN, A REPLAT OF LOTS 2 AND 4, BLOCK 2, COTTONWOOD GLEN**, an addition situated in the Southeast Quarter of Section 17, Township 22 North, Range 55 West of the 6th P.M., Scotts Bluff County, Nebraska,

That the accompanying plat is a true delineation of such survey drawn to a scale of 60 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 11th DAY OF OCTOBER, 2021.
FOR THE FIRM OF M. C. SCHAFF AND ASSOCIATES, INC.

Dustin L. Beaudette
Dustin L. Beaudette, Nebraska Registered Land Surveyor, L. S. 799



OWNER'S STATEMENT

We, the undersigned, being the owners of Lots 2 and 4, Block 2, Cottonwood Glen, an addition situated in the Southeast Quarter of Section 17, Township 22 North, Range 55 West of the 6th P.M., Scotts Bluff County, Nebraska as described in the foregoing 'Surveyor's Certificate' and shown on the accompanying plat have caused such real estate to be platted as **LOT 4A, BLOCK 2, COTTONWOOD GLEN, A REPLAT OF LOTS 2 AND 4, BLOCK 2, COTTONWOOD GLEN**, AN ADDITION SITUATED IN THE SOUTHEAST QUARTER OF SECTION 17, TOWNSHIP 22 NORTH, RANGE 55 WEST OF THE 6TH P.M., SCOTTS BLUFF COUNTY, NEBRASKA.

That the foregoing plat is made with the free consent and in accordance with the desires of the undersigned owners.

We hereby dedicate these easements shown for the use and benefit of the public.
Dated this 12th day of October, 2021.

Owners:

Christopher Stillahn
By Christopher Stillahn, Husband

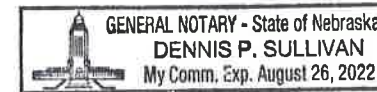
Sarah Stillahn
By Sarah Stillahn, Wife

ACKNOWLEDGEMENT

STATE OF NEBRASKA)
COUNTY OF SCOTTS BLUFF)

Before me, a Notary Public, qualified and acting in said County, personally came Christopher Stillahn, Husband, 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.

WITNESS MY HAND AND SEAL THIS 12th DAY OF October, 2021.



Dennis P. Sullivan
Notary Public

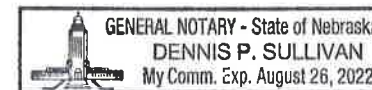
My Commission Expires August 26, 2022

ACKNOWLEDGEMENT

STATE OF NEBRASKA)
COUNTY OF SCOTTS BLUFF)

Before me, a Notary Public, qualified and acting in said County, personally came Sarah Stillahn, Wife, 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 her voluntary act and deed.

WITNESS MY HAND AND SEAL THIS 12th DAY OF October, 2021.



Dennis P. Sullivan
Notary Public

My Commission Expires August 26, 2022

APPROVAL AND ACCEPTANCE

The foregoing plat of LOT 4A, BLOCK 2, COTTONWOOD GLEN, A REPLAT OF LOTS 2 AND 4, BLOCK 2, COTTONWOOD GLEN, AN ADDITION SITUATED IN THE SOUTHEAST QUARTER OF SECTION 17, TOWNSHIP 22 NORTH, RANGE 55 WEST OF THE 6TH P.M., SCOTTS BLUFF COUNTY, NEBRASKA is hereby approved by the Mayor and City Council of the City of Scottsbluff, Scotts Bluff County, Nebraska, by resolution duly passed

this _____ day of _____, 2021.

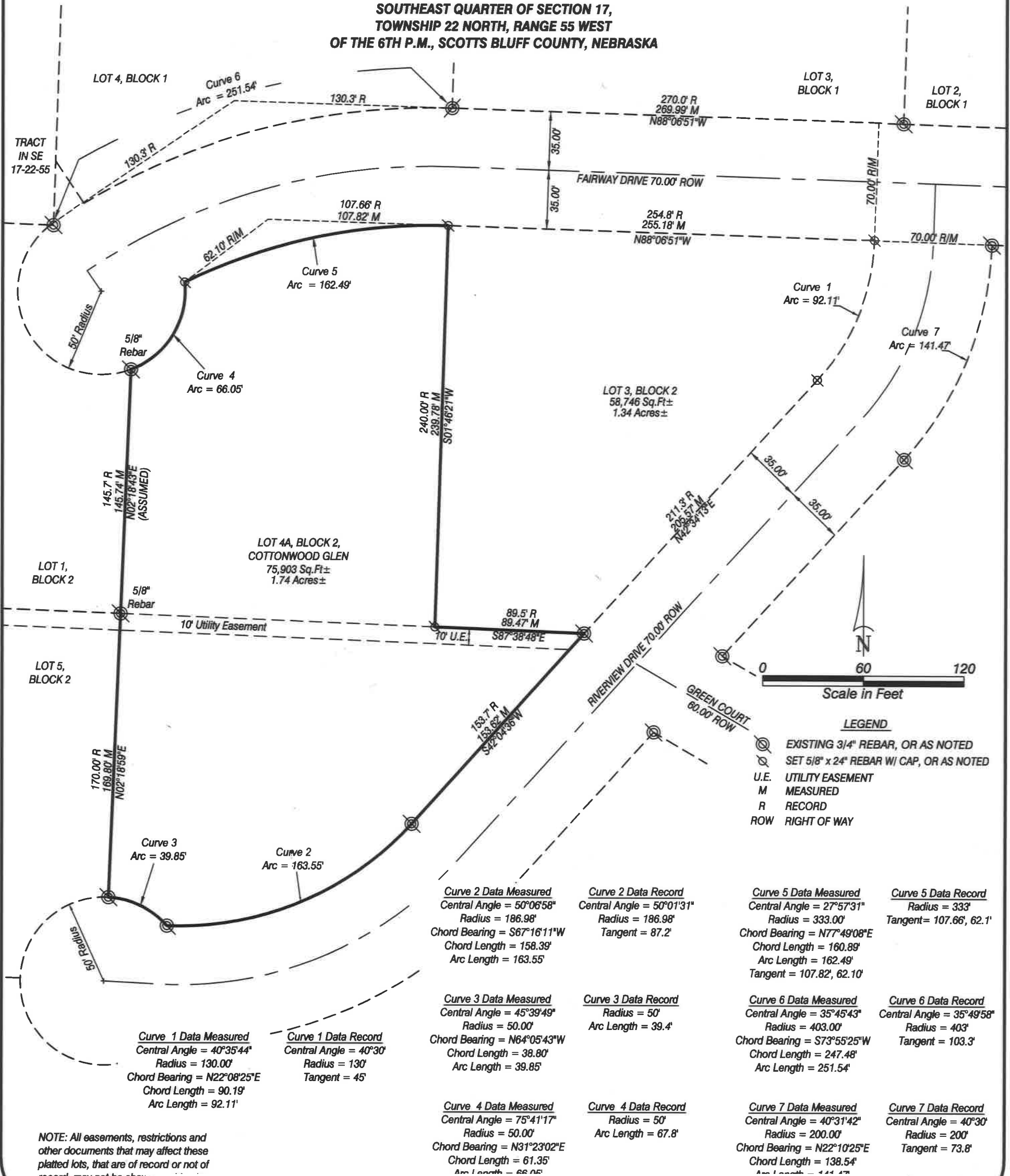
Mayor: Jeanne McKerrigan

ATTEST: _____
City Clerk

FINAL PLAT

LOT 4A, BLOCK 2, COTTONWOOD GLEN A REPLAT OF LOTS 2 AND 4, BLOCK 2, COTTONWOOD GLEN

AN ADDITION SITUATED IN THE
SOUTHEAST QUARTER OF SECTION 17,
TOWNSHIP 22 NORTH, RANGE 55 WEST
OF THE 6TH P.M., SCOTTS BLUFF COUNTY, NEBRASKA



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

JOB# RM210266-00

City of Scottsbluff Planning Commission

Development Services Staff Report – Zachary Glaubius

Prepared on: October 22, 2021

For Hearing of: November 8, 2021



I. GENERAL INFORMATION

- A. Applicant:** Chris and Sarah Stillahn
90088 Riverview Drive
Scottsbluff, NE 69361
- B. Property**
Owner: Same as Applicant
- C. Proposal:** Request to consolidate Lots 2 and 4 into Lot 4A to have area for an accessory structure (garage).
- D. Legal Description:** Lot 4A, Block 2, Cottonwood Glen
- E. Location:** 90088 Riverview Drive in the City of Scottsbluff Extra-Territorial Jurisdiction (ETJ)
- F. Existing Zoning & Land Use:** R-1B -Floodplain and single- family dwelling

Size of Site: Approximately 1.74 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	R-1B Rural Residential Estate	Single-Family Dwelling
East	Rural	R-1B Rural Residential Estate	Single-Family Dwelling
South	Rural	R-1B Rural Residential Estate	Single-Family Dwelling
West	Rural	R-1B Rural Residential Estate	Single-Family Dwelling

B. Relevant Case History

1. Cottonwood Glen was platted in 1973.

III. ANALYSIS

- A. Comprehensive Plan:** The Future Land Use Map of the Comprehensive Plan currently shows the site as Rural.
- B. Traffic & Access:**

1. Current access to the existing lots is via frontage along Fairway Drive and Riverview Drive.

C. Utilities:

1. The subdivision is located in the ETJ and is not required to be connected to City utilities per Chapter 21.
2. The existing 10 foot utility easement will remain on the lot.

IV. STAFF COMMENTS

- A. The proposed Lot 4A does not meet the minimum area requirements of the R-1B District. The minimum area for an R-1B Lot is 3 acres and the proposed lot is 1.74 acres.
- B. While the existing lots and proposed lots are not in conformance with the R-1B District, they are in conformance with the lot sizes of the surrounding neighborhood.

V. FINDINGS OF FACT

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

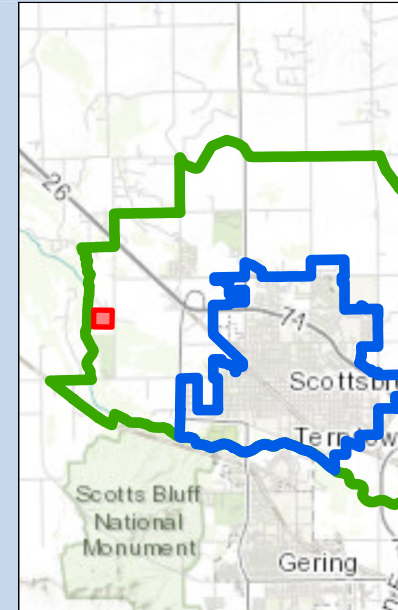
1. The Comprehensive Plan identifies the area as rural and the area will remain rural
2. The replat will result in an existing lot becoming closer to compliance.

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

1. Lot 4A does not meet the 3 acres minimum area of the R-1B Rural Residential Estate District.

VI. STAFF RECCOMENDATION

- A. Staff recommends Planning Commission recommend the approval of the Preliminary and Final Plat of Lot 4A, Block 2, Cottonwood Glen to City Council.



Proposed Changes

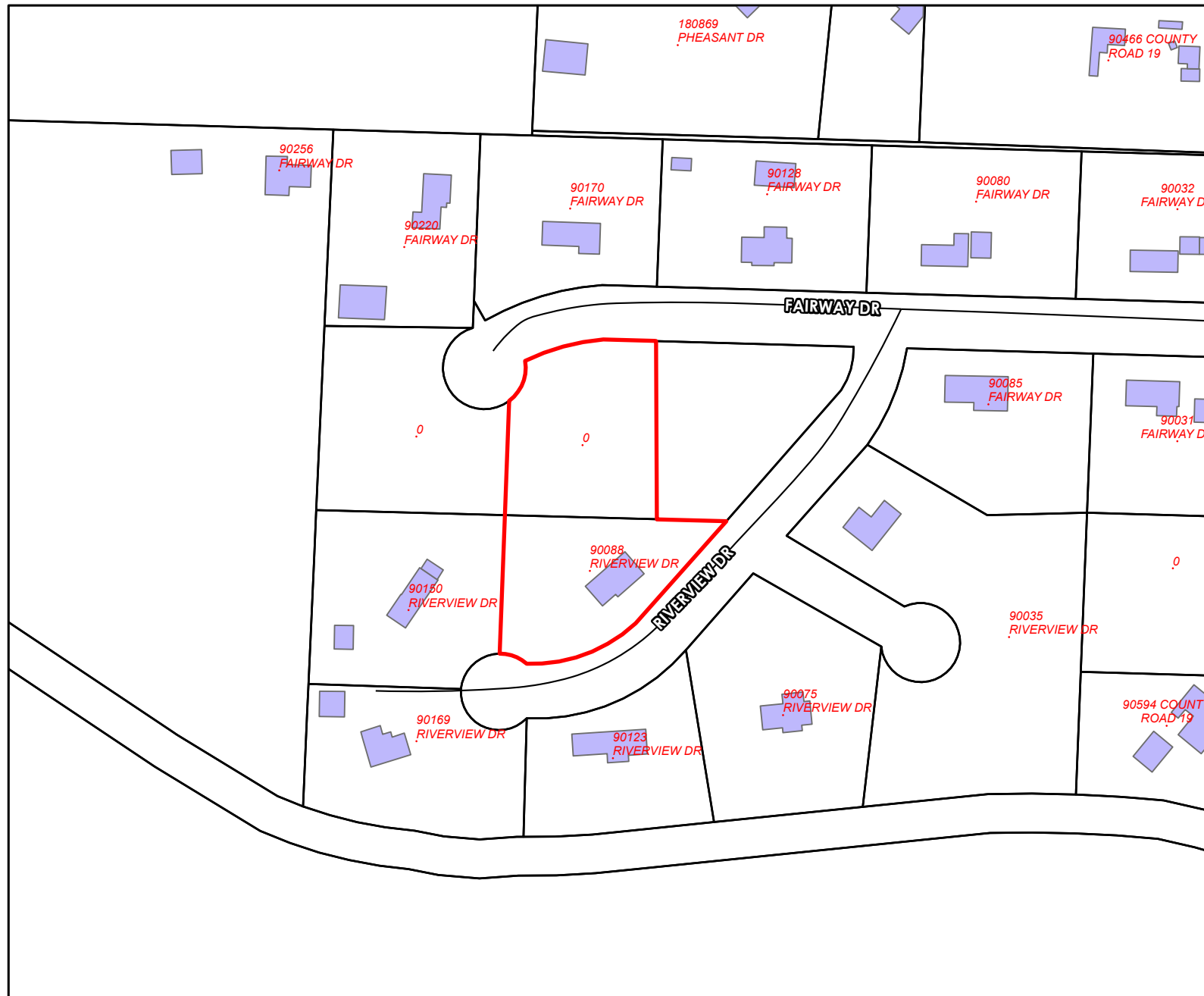
Street Centerlines

CLASS

- Highway
- Main Road
- Residential/Rural

Taylor Stephens
City of Scottsbluff GIS
Created on October 28, 2021
Coordinate System:
NAD 1983 State Plane 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.



Proposed Changes

Building

Parcel Boundaries

Street Centerlines

CLASS

Highway

Main Road

Residential/Rural

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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

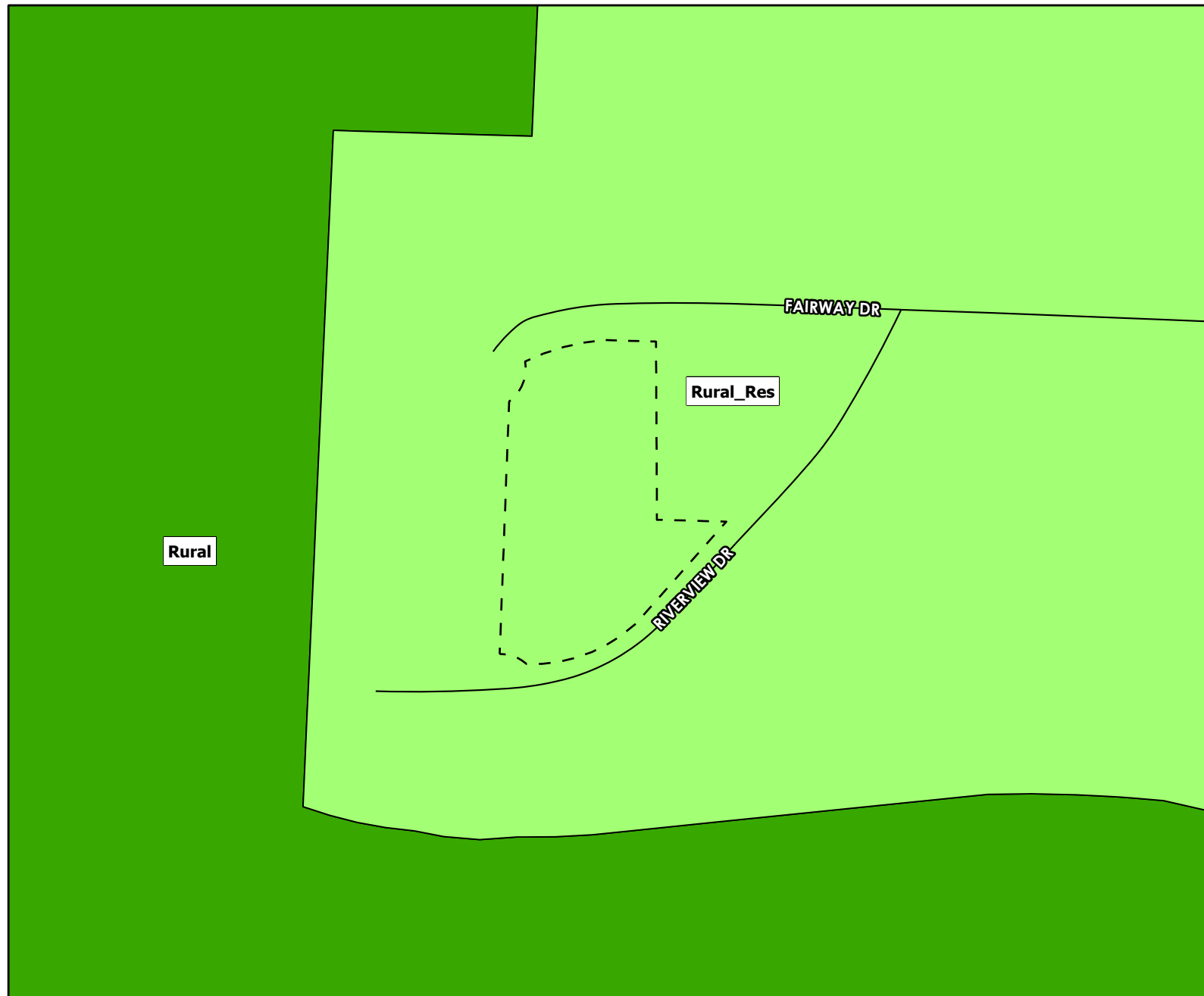
Street Centerlines

CLASS

- Highway
- Main Road
- Residential/Rural

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Proposed Changes

2016 Comp. Plan Land Use

- Automobile Commercial
- Avenue B and Hospihal 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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City of Scottsbluff GIS
Created on October 28, 2021
Coordinate System:
NAD 1983 State Plane Nebraska FIPS 2600 Feet
Lambert Conformal Conic

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RESOLUTION NO. 21-__

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

WHEREAS, BE IT RESOLVED, the preliminary and final plat of Lot 4A, Block 2, Cottonwood Glen, a Replat of Lots 2 and 4, Block 2, Cottonwood Glen, an addition situated in the SE¼ of Section 17, Township 22 North, Range 55 West of the 6th P.M., Scotts Bluff County, Nebraska, dated October 11, 2021, duly made, acknowledged and certified, is approved and the Mayor is authorized to sign the Plat on behalf of the City of Scottsbluff, Nebraska. Such Plat is ordered filed and recorded in the office of the Register of Deeds, Scotts Bluff County, Nebraska.

Passed and approved this 6th day of December, 2021.

Mayor

ATTEST:

City Clerk

City of Scottsbluff, Nebraska

Monday, December 6, 2021

Regular Meeting

Item Resolut.1

Council to discuss and consider action passing Emergency Ordinance to repair and replace another portion of the main trunk line of the sanitary sewer into the Wastewater Treatment Plant,

authorize the Mayor to sign the Ordinance and Proclamation and waive the three readings of the Ordinance because of the threat to public safety.

Staff Contact: Dustin Rief, City Manager

Agenda Statement

Meeting Date: December 6, 2021

AGENDA TITLE: Council to consider authorizing the use of \$136,159.60 in contingency funds for the emergency replacement of sewer main trunk line that collapsed at the Wastewater Treatment Plant.

SUBMITTED BY DEPARTMENT/ORGANIZATION: Public Works

PRESENTATION BY: City Manager, Dustin Rief

SUMMARY EXPLANATION: On October 24, 2021, City staff found another collapse in the main trunk line at the Wastewater Treatment Plant. This collapse was just upstream from the influent flow building in roughly the same location where a collapse occurred in July. M.C. Schaff & Associates were immediately called to assist with this emergency. They have provided the attached letter to the City that details what happened and how it was repaired.

The cost breakdown for this emergency repair is:

Infinity Construction (including dewatering subcontractor)	\$118,809.60
<u>MC Schaff (professional svc & coordination)</u>	<u>\$ 17,350.00</u>
Total Project Cost	\$136,159.60

Staff is seeking Council approval of an Ordinance declaring this incident an emergency, and to authorize the use of sewer contingency funds to cover the costs associated with repair.

BOARD/COMMISSION RECOMMENDATION:

STAFF RECOMMENDATION: Staff recommends that 1) Council declare this finding an emergency, and 2) Authorize use of sewer contingency funds in the amount of \$136,159.60 to cover the cost of repair.

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

Please provide all visual presentation materials.

Other (specify) ☒ Letter from M.C. Schaff & Associates and Ordinance.

NOTIFICATION LIST: Yes ☐ No ☐ Further Instructions ☐

City of Scottsbluff
Office of the City Manager

Effective date: January 20, 2017



November 29, 2021

City of Scottsbluff
Water Reclamation
Attn: Lynn Garton
2525 Circle Drive
Scottsbluff, NE 69361

RE: Emergency Repair,
Between Headworks and Screw Pumps

Mr. Garton:

On Sunday, October 24th, we were notified that there appeared to be a line collapse of the main trunk line for the sanitary sewer between the headworks building and the screw pumps at the wastewater treatment plant. Earlier in July, a similar situation occurred just upstream of the headworks building in roughly the same location. We were asked to work with you to evaluate the situation and come up with a plan to fix the problem as soon as possible due to necessity to divert the inflow into the North Platte River as no waste could reach the plant at that time.

Although we had recently went through a similar situation at the plant, this pipe collapse posed some significant issues. The first challenge was the depth of the pipe. The collapse occurred in a stretch of pipe that was significantly lower than the first. The pipe was located in ground water which made it impossible to expose without some dewatering effort. In addition, the pipe was located fairly close to an existing building. Given the material type as well as the saturation of the soils, extra care had to be taken to keep the existing soils from undermining the building. Also, over the years, a number of modifications have occurred in this area and the exact location of not only the collapsed main but other infrastructure was somewhat unknown. A great deal of effort was placed on exposing existing utilities to make sure additional damage wasn't incurred during the rehab.

Once again, bypass pumping was necessary to isolate the collapsed line. The team was able to locate and install pumps upstream. All communities contacted were more than willing to help in anyway possible. The City of Bayard and the City of Gering ultimately had large enough bypass pumps that they were more than willing to lend to the City at no cost in order for the job to be completed quickly. The generosity of all the communities contacted should not go unnoticed.

Downey Drilling was very helpful in rescheduling other projects to make time to mobilize and install two dewatering wells on November 8th. Once the groundwater was lowered enough to expose the break, Infinity Construction stayed on task until a concrete collar could be placed over the pipe and put back in service. Understand that although it appeared to take a significant time to get the dewatering contractor on site, everyone worked diligently to get this specialized operation in place and working.

The collapse appeared to be, and was later verified, due to aging infrastructure. The pipe appears to have been installed in the late 1960's and constructed of RCCP. RCCP is known to deteriorate excessively due to the exposure to sewer gasses. The failure also happened in an location in the system that would have been impossible to detect or avoid. It is nearly impossible for any type of inspection as the pipe flows full and there is no way of isolating this stretch of pipe without direct discharge or a very large expense of bypass pumping.

818 South Beltline Highway East Scottsbluff, NE. 69361
Phone 308.635.1926 Fax 308.635.7807

2116 Pioneer Ave Cheyenne, WY. 82001
Phone 307.635.2828 Fax 307.635.9902

City Staff is well aware that the pipe in question needs to be evaluated and reinforced or replaced. The ongoing issues of emergency service contracts has exposed a significant issue that must be addressed. We are in the process of evaluating some alternatives and will be providing some recommendations to the City in the near future.

The emergency service team associated with fixing the situation were:

- City of Scottsbluff, Water Reclamation Personnel
- Infinity Construction, Aldo Gonzalez
- Downey Drilling
- MC Schaff & Associates

Total costs for the project were:

Infinity Construction (including dewatering subcontractor) - \$118,809.60
MCS (Professional Services and Coordination) - \$17,350.00

Total Project Cost - \$136,159.60

Again, I would like to take this opportunity to thank all of the staff at the Water Reclamation Department. Without your efforts, cooperation and pride, this project would not have gotten done as quickly as it did. Your knowledge of the system and willingness to do whatever it took to expedite the fix helped both the contractor and us get this major issue rectified.

A sincere thank you should also be given to Infinity Construction. Their willingness to stop work on all of their contracted projects in order to help the City of Scottsbluff, and complete a very difficult task with top notch quality and professionalism is a service that is unmatched.

Attached are invoices for Infinity Construction and MCS for your reference. Please feel free to contact us with any additional issues or concerns.

Sincerely,

FOR THE FIRM OF
M.C. SCHAFF & ASSOCIATES, INC.

David Schaff, P.E.

G:\Jobs\RM210325-00 SCB WWTF Line Collapse 2021\Final Payment.doc

ORDINANCE NO. _____

AN ORDINANCE OF THE CITY OF SCOTTSBLUFF, NEBRASKA AUTHORIZING AN EMERGENCY REPAIR AND REPLACEMENT OF ANOTHER PORTION OF THE MAIN TRUNK LINE FOR THE SANITARY SEWER INTO THE WASTEWATER TREATMENT PLANT, THE EXPENDITURE OF \$ 136,159.60 FROM THE SEWER CONTINGENCY FUND AND DECLARING AN EMERGENCY.

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

Section 1. The City Council finds the following:

A. Another collapse of a portion of the main trunk line for the sanitary sewer took place between the headworks building and the screw pumps at the Wastewater Treatment Plant (the APlant@) on October 24, 2021. An evaluation of the infrastructure and surrounding area revealed the City was required to dewater and then repair the main trunk line into the Plant (the Aproject@). City staff are not equipped to perform the project, from a safety or construction standpoint.

B. The collapse in this portion of the main trunk line creates a danger as no waste could reach the Plant and the waste has to be diverted and not treated which requires immediate action to complete the project.

C. An emergency exists because the portion of the collapsed main trunk line creates an immediate threat to public safety because it could cause property damage to customers and cause safety issues associated with raw waste being diverted. The City is required to act quickly in order to minimize the impact on the environment. The project must be completed as soon as possible. The scope for the project has exceeded the capabilities of City staff and contractor assistance is required. The City has utilized the service of an engineer to evaluate the site and scope of the project. The lowest amount for the scope of the project includes time and materials from Infinity Construction in the amount of \$118,809.60 and engineering and coordination from M.C. Schaff & Associates in the amount of \$17,350.00, for a total project cost of \$136,159.60.

Section 2. The total cost of the project for Infinity Construction and M.C. Schaff for time and materials in the amount of \$136,159.60 as previously described is accepted and approved. The funds for this project will be taken from the sewer contingency fund.

Section 3. An emergency exists which requires this Ordinance be effective immediately due to the fact there is an immediate threat to public safety. This Ordinance shall take effect immediately upon the proclamation of the Mayor and publication of the Ordinance as required by law.

PASSED and APPROVED on December 6, 2021.

Mayor

Attest:

City Clerk (Seal)

Approved as to Form:

City Attorney

PROCLAMATION

On December 6, 2021, the Mayor and City Council of the City of Scottsbluff passed and approved Ordinance No. _____ concerning the repair and replacement of a portion of the main trunk line for the sanitary sewer located between the headworks building and the screw pumps at the Wastewater Treatment Plant. Due to the fact the collapse in a portion of the main truck line of the sanitary sewer threatens to cause property damage to customers, cause safety issues associated with raw waste being diverted and the need to quickly minimize the impact on the environment, the collapse of a portion of the main trunk line for the sanitary sewer constitutes an immediate threat to public safety. This Ordinance must be effective immediately.

I, Jeanne McKerrigan, the Mayor of Scottsbluff, proclaim the existence of an emergency which requires the immediate operation of Ordinance No. _____. The Ordinance shall take effect immediately upon the signing of this Proclamation and publication of the Ordinance as required by law.

Mayor

Attest:

City Clerk (Seal)

City of Scottsbluff, Nebraska

Monday, December 6, 2021

Regular Meeting

Item Resolut.2

Council to discuss and consider action on a Resolution authorizing the Mayor to sign the Year-End Certification of Street Superintendent certifying Philip Mark Bohl as the City of Scottsbluff Street Superintendent for the year 2021.

Staff Contact: Mark Bohl, Public Works Director

Do not recreate, revise, or copy this form. Revisions, recreations, and copies will not be accepted. Failure to complete and return the necessary documents per instructions will result in your municipality not receiving an Incentive Payment for Calendar Year 2021. Documents include the original Signing Resolution, Year-End Certification(s), and a copy of documentation of the appointment(s) of the City Street Superintendent(s). These must be received at the NDOT by December 31, 2021.

RESOLUTION
SIGNING OF THE
YEAR-END CERTIFICATION OF CITY STREET SUPERINTENDENT
2021

Resolution No. _____

Whereas: State of Nebraska Statutes, sections 39-2302, and 39-2511 through 39-2515 details the requirements that must be met in order for a municipality to qualify for an annual Incentive Payment; and

Whereas: The State of Nebraska Department of Transportation (NDOT) requires that each incorporated municipality must annually certify (by December 31st of each year) the appointment of the City Street Superintendent(s) to the NDOT using the Year-End Certification of City Street Superintendent form; and

Whereas: The NDOT requires that each certification shall also include a copy of the documentation of the city street superintendent's appointment, i.e., meeting minutes; showing the appointment of the City Street Superintendent by their name as it appears on their License (if applicable), their License Number (if applicable), and Class of License (if applicable), and type of appointment, i.e., employed, contract (consultant, or interlocal agreement with another incorporated municipality and/or county), and the beginning date of the appointment; and

Whereas: The NDOT also requires that such Year-End Certification of City Street Superintendent form shall be signed by the Mayor or Village Board Chairperson and shall include a copy a resolution of the governing body authorizing the signing of the Year-End Certification of City Street Superintendent form by the Mayor or Village Board Chairperson.

Be it resolved that the Mayor ☐ Village Board Chairperson ☐ of _____
(Check one box) (Print Name of Municipality)

is hereby authorized to sign the attached Year-End Certification of City Street Superintendent completed form(s).

Adopted this _____ day of _____, 20____ at _____, Nebraska.
(Date) (Month)

City Council/Village Board Members

_____	_____
_____	_____
_____	_____
_____	_____
_____	_____

City Council/Village Board Member _____
Moved the adoption of said resolution
Member _____ Seconded the Motion
Roll Call _____ Yes _____ No _____ Abstained _____ Absent
Resolution adopted, signed, and billed as adopted.

Attest:

(Signature of Clerk)

Do not recreate or revise this document. Revisions and recreations will not be accepted. Copying this form is acceptable; see (3) below. **Failure to complete and return the necessary documents per instructions will result in your municipality not receiving an Incentive Payment for Calendar Year 2021.** Documents include the original Signing Resolution, Year-End Certification(s), and a copy of documentation of the appointment(s) of the City Street Superintendent(s). These must be received at the NDOT by **December 31, 2021.**

Year-End Certification of City Street Superintendent For Determining Incentive Payment

January 1, 2021 to December 31, 2021

*(1)(a) Certification of the municipality of Scottsbluff that Philip Mark Bohl was
(Print name of City or Village) (Print name of Superintendent as appears on license card if applicable)
the appointed City Street Superintendent from January 1, 2021 to December 31, 2021,
(Month) (Date) (Month) (Date)

(b) the above listed individual is not ☐ or is a Licensed City Street Superintendent, License Number S- 1103 Class B,
(Check this box is the above listed individual is not licensed) (A or B)

(c) the above listed individual is not ☐ or is a Licensed Engineer in Nebraska, License Number E- _____,
(Check this box is the above listed individual is not licensed)

(d) the superintending services of the above listed individual were provided by: (Check one box)

☒ Employment
with this
Municipality

☐ Contract
(consultant)
with this
Municipality

☐ Contract (interlocal agreement) between this
Municipality and the following listed Municipality(ies)
and/or County(ies)

(e) the above listed individual assisted in the following: *Reference Neb. Rev. Stat. §39-2512*

1. Developing and annually updating a long-range plan based on needs and coordinated with adjacent local governmental units,
2. Developing an annual program for design, construction, and maintenance,
3. Developing an annual budget based on programmed projects and activities,
4. Submitting such plans, programs, and budgets to the local governing body for approval; and
5. Implementing the capital improvements and maintenance activities provided in the approved plans, programs, and budgets,

- OR -

(2) From _____, 2021 to _____, 2021 this municipality did not have
(Month) (Date) (Month) (Date)
an appointed City Street Superintendent.

Signature of Mayor ☒ Village Board Chairperson ☐

*(3) If your municipality had a licensed superintendent for a portion of the year; had two or more successive licensed superintendents; and/or did not have an appointed street superintendent for any portion(s) of the calendar year, complete a separate Year-End Certification form for **EACH** appointed city street superintendent **AND** for any period without an appointed city street superintendent. **Copy this form as needed to account for these separate periods.**

(4) The payment amount will be computed based on (a) your most recent Federal Census as certified by the Tax Commissioner; (b) the number of full calendar months served by the appointed superintendent who is licensed or exempted from licensure under the Superintendents Act; (c) class of license, A or B; and (d) if the appointed City Street Superintendent assisted with the required duties in (1)(e) above. *Reference Neb. Rev. Stat. §§39-2302 and 39-2511 through 39-2515.*

(5) Failure to return the Year-End Certification(s), Signing Resolution, and a copy of documentation of the appointment(s) of the superintendent(s) per the instructions will result in your municipality not receiving an Incentive Payment.



Return the completed original resolution and certification(s), and a copy of the documentation of appointment(s) by December 31, 2021 to:

Highway Local Liaison Coordinator
Boards-Liaison Services Section
Local Assistance Division
Nebraska Department of Transportation
PO Box 94759
Lincoln NE 68509-4759

City of Scottsbluff, Nebraska

Monday, December 6, 2021

Regular Meeting

Item Reports1

Council to discuss and consider action on the Second Amendment to Economic Development Assistance Agreement for Factory Crimp Services, Inc.

Staff Contact: Starr Lehl, Economic Development Director

Second Amendment to Economic Development Assistance Agreement

This Second Amendment to the Economic Development Assistance Agreement (the “Second Amendment”) is made December 6, 2021, and is by and between the City of Scottsbluff, Nebraska (the “City”) and Factory Crimp Services, Inc. (the “Applicant”).

RECITALS:

a. The City and the Applicant are parties to an Economic Development Assistance Agreement dated January 6, 2020 (the “Agreement”), and an Amendment to the Agreement effective September 30, 2020. The Agreement and Amendment were made under the Economic Development Program of the City (the “Program”), pursuant to the Nebraska Local Option Municipal Act.

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

AMENDMENT:

1. Job Credit Effective Date Modification. The “Grant Amount” provided under the EDA Agreement earns credits each “Year” (as that term is defined in the EDA Agreement) through job creation. Job credits are calculated using a Year, with the first Year beginning January 1, 2020 under the Agreement and October 1, 2020 under the Amendment. The Applicant has been unable to begin employment due to lack of raw material supply and shipment delays following the economic down-turn related to the COVID-19 pandemic. Accordingly, the following Amendment is made to paragraph 4.a of the EDA Agreement and paragraph 1 of the Amendment:

“a. The “Effective Date” of this Agreement for Job Credit calculation purposes shall be January 1, 2023 (the “Effective Date”).”

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

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

[SIGNATURE PAGE FOLLOWS]

City of Scottsbluff, Nebraska

Factory Crimp Services, Inc.

By: _____
Economic Development
Program Administrator

By: _____
Scott James, President

City of Scottsbluff, Nebraska

Monday, December 6, 2021

Regular Meeting

Item Reports2

Council to discuss and consider action on the Economic Development Assistance Agreement for Inventive Wireless of Nebraska, LLC d/b/a Vistabeam.

Staff Contact: Starr Lehl, Economic Development Director

ECONOMIC DEVELOPMENT ASSISTANCE AGREEMENT

This Agreement is made on December 6, 2021, between the City of Scottsbluff, Nebraska (the “City”) and Inventive Wireless of Nebraska, L.L.C. (the “Applicant”).

Recitals:

a. The City has adopted an Economic Development Plan pursuant to the Nebraska Local Option Municipal Economic Development Act (the “Plan”). Pursuant to the Plan, the City has implemented an Economic Development Program (the “Program”).

b. The Applicant has made application for assistance from the Program (the “Application”), reviewed by the Committee (as defined below) in November of 2021.

c. The Applicant has received assistance from the Program pursuant to previous applications and Economic Development Assistance Agreements dated January 19, 2018 (the “2018 Agreement”) and August 31, 2020 (the “2020 Agreement”). It is intended that the 2018 Agreement and the 2020 Agreement will continue in full force and effect, that this Agreement, the 2020 Agreement, and the 2018 Agreement shall operate and stand independent of each other (except as set forth herein), and that this Agreement shall not act a novation, refinance, or replacement of the 2018 Agreement or the 2020 Agreement.

d. The Administrator of the Program (the “Administrator”) and the City Economic Development Application Review Committee (the “Committee”) have reviewed the Application and recommended to the City Council (the “Council”) that a grant (the “Grant”) and a Loan (the “Loan”) be made to the Applicant from the City of Scottsbluff Economic Development Fund (the “Fund”) as provided for in this Agreement. The City Council has approved the Committee’s recommendation.

e. The parties now desire to enter into this Agreement for the purpose of setting out the terms and conditions of the Grant and the Loan.

Agreement:

1. Purpose of Grant:

The Applicant’s business known as “Vistabeam” has expanded its business with a locations in Gering, Nebraska, Scottsbluff, Nebraska and Mitchell, Nebraska (the “Business”). The expansion has created the need for capital upgrades to the Applicant’s existing facilities as well as for working capital related to future job creation. The Grant and the Loan is to be used to fund to capital upgrades of and the operating costs of the future job expansion and creation.

2. Amount of Grant and Loan:

The following amounts shall be payable to the Applicant from the City of Scottsbluff Economic Development Fund (the “Fund”) at the Closing (as provided for below):

a. The Grant shall be in the amount of \$100,000 (the “Grant Amount”) representing the addition of 10 employees. The Grant shall be in the form of a promissory note (the “Forgivable Note”) which may be repaid according to the terms of this Agreement, to be signed at Closing in the form of the attached Exhibit A.

b. The Loan shall be in the amount of \$100,000 shall be represented by a promissory note (the “Non-Forgivable Note”) to be signed at the Closing in the form of the attached Exhibit B. The Non-Forgivable Note shall carry interest from January 1, 2022 (the “Note Interest Date”), at which time it shall carry interest at the Applicable Federal Mid-Term rate for the month of December 2021, and shall be repaid over 60 equal monthly payments of principal and interest, the first payment being due February 1, 2022. Each subsequent payment shall be due on the first of each month thereafter, until the Non-Forgivable Note is paid in full.

3. Closing:

The Grant Amount and the Loan Amount shall be scheduled as a claim at the next Council meeting following the signing of this Agreement. The “Closing” shall occur following the satisfaction of all conditions to Closing as provided for below, but no earlier than 5 business days after the Council meeting where the claim is approved.

4. Possible Grant Repayment:

The Grant Amount and Forgivable Note shall be subject to repayment to the City if the Applicant does not fully earn the Job Credits (as provided for below). The Applicant may earn job credits, to be applied against the balance of the Forgivable Note during the Term of this Agreement. In connection with the calculation of the Job Credits:

a. The “Effective Date” of this Agreement for Job Credit calculation purposes shall be April 1, 2022 (the “Effective Date”).

b. The term of this Agreement shall begin on the Effective Date and shall continue for 5 years from the Effective Date (the “Term”).

c. A “Year” shall mean the 12-month period ending as of the day prior to each annual anniversary of the Effective Date.

5. Employee Definitions:

a. “Full Time Employee” shall mean a bona fide employee of the Applicant who (1) is classified by the Applicant as full time; and (2) subject to normal and reasonable waiting periods, is eligible for the Applicant’s normal fringe benefit package. This normal fringe benefit package must, at the least, include a health insurance plan which provides for at least 75% of the premium for employee’s coverage to be paid by the Applicant.

b. “Eligible Full Time Employee” shall mean a Full Time Employee who: (1) primarily works in Scotts Bluff County, and (2) resides within 60 miles of the corporate limits of the City; provided, however any Full Time Employee who does not reside within 60 miles of the corporate limits of the City at the time that the Full Time Employee is hired by the Applicant, shall nevertheless be considered an Eligible Full Time Employee if the Full Time Employee moves to a residence within the required geographic area within 6 months of the hiring of the Eligible Full Time Employee.

c. “Full Time Equivalent” Employees (the “FTE’s”) shall be the total of (i) the number of Eligible Full Time Employees which are paid based on a salary, plus (ii) with respect to hourly Eligible Full Time Employees, the number arrived at by dividing the total hours paid by the Applicant to its hourly Eligible Full Time Employees during a Year divided by 2,080 hours, and then rounded down to the nearest tenth; provided, however, the maximum hours paid that can be counted for any one hourly Eligible Full Time Employee shall not exceed 2080 hours.

d. “Eligible FTE’s” shall mean the FTE’s calculated for a Year less 40 (allowing for a portion of the existing employees of the Applicant).

6. Job Credits:

“Job Credits” shall be calculated as follows:

a. The Applicant shall receive an “Annual Job Credit” during the Term equal to the Eligible FTE’s multiplied by \$2,000.

b. The amount of the Annual Job Credit may not exceed \$30,000 per Year (the “Maximum Annual Credit”).

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

7. Grant Repayment:

At the end of each Year of the Term, the total of the cumulative Annual Job Credits will be subtracted from the Grant Amount owed on the Forgivable Note. Any balance at the end of the Term shall be repaid to the Fund within 90 days of the end of the Term (the "Repayment"), and any amount not paid within this time period shall then carry interest at the rate of 7% per annum until paid. If there is no balance, then the Applicant shall be considered as having satisfied its obligations under the Grant, the Forgivable Note, and this Agreement and no repayment shall be due.

8. Representations and Warranties of the Applicant:

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

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

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

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

9. Representations and Warranties of the City:

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

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

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

10. Certification of the Applicant:

The Applicant certifies to the City that it has not filed an application with the State of Nebraska, the Nebraska Department of Revenue, or the Nebraska Department of Economic Development to receive sales tax incentives. In the event that the Applicant files such an application, it shall advise the City in writing, and the City shall have the option to review the status of the Assistance, to include determining that the unearned portion of the Assistance is due and payable if the Applicant is awarded sales tax incentives.

11. Conditions to Closing:

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

- a. All representations and warranties of the Applicant shall be true as of the Closing.
- b. The Applicant shall have delivered to the City:
 - (1) A Certificate or Letter of Good Standing from the Nebraska Secretary of State.
 - (2) A copy of the current and correct Certificate of Organization and Operating Agreement of the Applicant certified by the secretary of the Applicant to be correct; and
 - (3) Certified resolution of the Members of the Applicant authorizing this Agreement and providing for signature authority.
- c. In order to secure the Repayment, the Forgivable Note and the Non-Forgivable Note, the Applicant shall have delivered to the City the following:
 - (1) An updated guaranty (the "Guaranty") of Matthew M. Larsen in the form of the attached Exhibit C.
- d. The Applicant shall in all material respects have performed its obligations, agreements, and covenants contained in this Agreement to be performed by it, on, or before the Closing.

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

12. Annual Reports:

The Applicant shall annually, within 60 days of the end of each Year, provide to the Administrator a report in form and substance acceptable to the Administrator which calculates the Annual Job Credit (the "Annual Report"). The Administrator shall have the right at any time to (i) require that the Annual Reports be reviewed at the Applicant's expense by a Certified Public Accountant reasonably acceptable to the Administrator, or (ii) hire, at the Administrator's own expense, an independent Certified Public Accountant or other business or financial expert, to review the books and records of the Applicant pertaining to the Annual Report and any other terms and conditions as provided for in this Agreement. If after a review or audit of the Applicant's records it is discovered that the Annual Job Credit claimed on the Annual Job Credit Report exceeds 10% of the Annual Job Credit as determined by the Administrator, then the Administrator may require the Applicant to reimburse the Fund for the actual cost of the audit.

13. Early Termination:

a. The Applicant shall have the right at any time to terminate its participation in the Program by notifying the Administrator in writing of its desire to do so.

b. The Administrator shall have the right to terminate the Applicant's participation in the Program if the Applicant is in default of any of the terms and conditions of this Agreement, which default is not cured within 30 days of written notice by the Administrator.

c. In the event of a termination as described in this paragraph, the total of the Annual Job Credits as of the end of the Year immediately preceding the termination will be subtracted from the Grant Amount. This amount shall then be immediately due and payable to the Fund. Interest shall accrue at the rate of 7% per annum on any amounts not immediately paid.

d. If the Annual Job Credit determined for any Year is less than 80% of the Maximum Annual Credit, then the Administrator may require repayment of the difference between that Year's Annual Job Credit and the Maximum Annual Credit. Any balance shall be repaid to the Fund within 30 days of written demand of the Administrator, and any amount not paid within this time period shall then carry interest at the rate of 7% per annum until paid. If the amount repaid pursuant to this subparagraph is later earned by the Applicant, then the City shall pay the amount so earned to the Applicant within 30 days of the determination by the Administrator that the amount previously repaid has been earned.

14. Default:

The Applicant shall be in default if any of the following happen:

- a. Failure to comply with any of the terms of this Agreement, the 2018 Agreement, or the 2020 Agreement, or any other agreement entered into connection with this Agreement, the 2018 Agreement, or the 2020 Agreement, to include an assignment not permitted under this Agreement.
- b. Any warranty, representation or statement made or given to the City by the Applicant proves to have been false in any material respect when made or given.
- c. Dissolution or liquidation of the Applicant, the termination of existence, insolvency, business failure, appointment of a receiver, assignment for the benefit of creditors, or bankruptcy of the Applicant.
- d. The Applicant ceases to operate a branch of the Business.
- e. The Applicant intentionally or materially misstates the Annual Job Credit on an Annual Report. A material misstatement shall be considered to have occurred if the Annual Job Credit claimed on the Annual Report exceeds 10% of Annual Job Credit as reasonably determined by the Administrator.
- f. Transfer of sale of a majority of the membership interest of the Applicant by Matthew M. Larson, which results in Matthew D. Larsen owning less than 51% of the ownership interests in the Applicant.

15. Assignability:

The Administrator may assign his interest in this Agreement to any successor administrator designated by the City Council. The Applicant may not assign or transfer their interest in this Agreement without the consent of the Administrator. Assignment shall include a transfer of ownership which results in Matthew D. Larsen owning less than 51% of the ownership interests in the Applicant.

16. Confidentiality:

It is agreed that this Agreement and its terms are public record and are not confidential. However, the City agrees to take reasonable steps to insure that any financial and proprietary information provided in connection with this Agreement by the Applicant shall remain confidential and shall not be revealed or disclosed to outside sources unless the information is public knowledge, is independently developed, or is required to be disclosed by law or legal process.

17. Notices:

a. Any notices or other communications between the parties shall be personally delivered, sent by regular first-class mail, by Federal Express or similar service that records delivery, or by facsimile transmission combined with any of the above methods of notice, to the addresses set out below, or to such other address as a party may designate, from time to time, by written notice to the other. A notice shall be deemed effective upon receipt.

b. If to the City:

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

c. If to the Applicant:

Inventive Wireless of Nebraska, L.L.C.
1225 Sage Street
Gering, NE 69341
Attn: Matt Larsen

18. Miscellaneous:

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

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

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

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

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

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

[SIGNATURE PAGE FOLLOWS]

[SIGNATURE PAGE]

City of Scottsbluff, Nebraska

Inventive Wireless of Nebraska, L.L.C.

By: _____
Economic Development
Program Administrator

By: _____
Matthew M. Larsen,
Member & CEO

City of Scottsbluff, Nebraska

Monday, December 6, 2021

Regular Meeting

Item Reports3

Council to discuss and consider action on the Agreement for Continuing Contribution Under the Joint Funding Agreement for Water Resource Investigation and authorize the Mayor to sign the Agreement.

Staff Contact: Dustin Rief, City Manager

Agenda Statement

Meeting Date: December 20, 2021

AGENDA TITLE: USGS Stream Gauge Agreement

SUBMITTED BY DEPARTMENT/ORGANIZATION: Stormwater

PRESENTATION BY: Dustin Rief

SUMMARY EXPLANATION:

The stream gauge under the Avenue I bridge provides real-time water level data used to monitor flood risk for Scottsbluff, Gering, Terrytown and parts of the County. The United States Geological Survey (USGS) manages the gauge's data and maintenance through a Joint Funding Agreement (JFA). Since the gauge's data serves multiple communities, an agreement to JFA has been created to share the cost between the communities who benefit from the data.

BOARD/COMMISSION RECOMMENDATION:

The five parties above have reviewed and agreed to the terms created in both the JFA and Agreement. We ask the City Council to approve the agreement as the gauge is vital to the safety and response to flooding in all our communities.

STAFF RECOMMENDATION:

Stormwater recommends Council approve the agreement and have the Mayor sign after approval.

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

Please provide all visual presentation materials.

Flood inundation Map: <https://fim.wim.usgs.gov/fim/>

(A visual aid of what the gauge data creates and the impact of flooding)

Other (specify) ☐ _____

NOTIFICATION LIST: Yes ☐ No ☐ Further Instructions ☐

City of Scottsbluff
Office of the City Manager

Effective date: January 20, 2017

**AGREEMENT FOR CONTINUING CONTRIBUTION UNDER THE JOINT FUNDING
AGREEMENT FOR WATER RESOURCE INVESTIGATION**

1. This Agreement is being entered into based on the provisions of the Nebraska Interlocal Cooperation Act, and to the extent not specified in this Agreement, the parties further state that no separate legal or administrative entity will be created pursuant to this Agreement. Existing agents of the respective parties will complete the terms of this Agreement.

2. This Agreement is entered into by and between Scotts Bluff County, Nebraska ("Scotts Bluff County"), the City of Gering, Nebraska ("Gering"), the City of Terrytown, Nebraska ("Terrytown") and the City of Scottsbluff, Nebraska ("Scottsbluff"). In light of the fact that the U.S. Department of Interior Geological Survey Joint Funding Agreement for Water Resource Investigation is limited and can only include two parties, the named parties herein designate the City of Gering to serve as the party of the second part under that Agreement.

3. Each year the US Department of Interior US Geological Survey requires a contribution related to the operation, data processing, and storage of data for the stage – only stream gauge at the North Platte River at Scottsbluff. A copy of the Fixed Cost Agreement is attached hereto as Exhibit "A".

4. Since the original Fixed Cost Agreement was entered into the parties have had to consider and approve, on a yearly basis, an Addendum to this Agreement for the purpose of allocation of costs for the program. This Agreement will now supersede the need for future Addendums under the Joint Funding Agreement. No Addendum will be required unless otherwise agreed by the parties hereto.

5. Scottsbluff County, Gering, Terrytown, and Scottsbluff now agree that they will share the Second Party costs for the operation, data processing and storage of data for the stage only Street edge at the North Platte River located at the Avenue I bridge in Scottsbluff. The parties to this agreement will pay Second Party Costs in an amount based on a percentage as follows:

City of Scottsbluff 38.5%

City of Gering 38.5%

City of Terrytown 11.5%

Scottsbluff County 11.5%

6. Scottsbluff County, the City of Scottsbluff, and the City of Terrytown will make their proportionate contributions to the City of Gering as a party of the Second Part to the original U.S. Department of Interior US Geological Survey Joint Funding Agreement. The full amount of the amount owed on an annual basis will be paid to the U.S. Department of Interior.

7. Scotts Bluff County, Terrytown, and the City of Scottsbluff agree that they will reimburse the City of Gering for their portion of the contributions under this Agreement within 30 days from the date of receiving an invoice from U.S. Department of Interior Geological Survey Joint Funding Agreement for Water Resource Investigation.

8. This Agreement will be ongoing from year-to-year until such time as all parties to this Agreement agree to discontinue this Agreement. When the request for payment is submitted on a yearly basis by the U.S. Department of Interior Geological Survey Joint Funding Agreement for Water Resource Investigation, there will not be an ongoing need to enter into a yearly Addendum.

CITY OF GERING

Attest:

Dated: _____, 2021

Mayor, City of Gering

City Clerk

CITY OF SCOTTSBLUFF

Attest:

Dated: _____, 2021

Mayor, City of Scottsbluff

City Clerk

CITY OF TERRYTOWN

Attest:

Dated: _____, 2021

Mayor, City of Terrytown

City Clerk

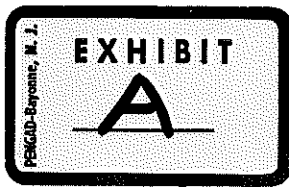
SCOTTS BLUFF COUNTY

Attest:

Dated: _____, 2021

Chairperson, Board of Commissioners

County Clerk



Form 9-1366
(May 2018)

U.S. Department of the Interior
U.S. Geological Survey
Joint Funding Agreement
FOR
Water Resource Investigations

Customer #: 6000004539
Agreement #: 21NRJFA00240
Project #: NR00GS1
TIN #: 47-6006198

Fixed Cost Agreement YES[X] NO[]

THIS AGREEMENT is entered into as of October 1, 2020, by the U.S. GEOLOGICAL SURVEY, Nebraska Water Science Center, UNITED STATES DEPARTMENT OF THE INTERIOR, party of the first part, and the CITY OF GERING, NE, party of the second part.

1. The parties hereto agree that subject to the availability of appropriations and in accordance with their respective authorities there shall be maintained in cooperation the operation, data processing, and storage of data for the stage-only streamgage at North Platte River at Scottsbluff, NE, herein called the program. The USGS legal authority is 43 USC 36C; 43 USC 50, and 43 USC 50b.

2. The following amounts shall be contributed to cover all of the cost of the necessary field and analytical work directly related to this program. 2(b) include In-Kind-Services in the amount of \$0.00

- (a) \$1,910 by the party of the first part during the period
October 1, 2020 to September 30, 2021
- (b) \$4,550 by the party of the second part during the period
October 1, 2020 to September 30, 2021
- (c) Contributions are provided by the party of the first part through other USGS regional or national programs,
in the amount of: \$0.00

Description of the USGS regional/national program:

- (d) Additional or reduced amounts by each party during the above period or succeeding periods as may be determined by mutual agreement and set forth in an exchange of letters between the parties.
- (e) The performance period may be changed by mutual agreement and set forth in an exchange of letters between the parties.

3. The costs of this program may be paid by either party in conformity with the laws and regulations respectively governing each party.

4. The field and analytical work pertaining to this program shall be under the direction of or subject to periodic review by an authorized representative of the party of the first part.

5. The areas to be included in the program shall be determined by mutual agreement between the parties hereto or their authorized representatives. The methods employed in the field and office shall be those adopted by the party of the first part to insure the required standards of accuracy subject to modification by mutual agreement.

6. During the course of this program, all field and analytical work of either party pertaining to this program shall be open to the inspection of the other party, and if the work is not being carried on in a mutually satisfactory manner, either party may terminate this agreement upon 60 days written notice to the other party.

7. The original records resulting from this program will be deposited in the office of origin of those records. Upon request, copies of the original records will be provided to the office of the other party.

8. The maps, records or reports resulting from this program shall be made available to the public as promptly as possible. The maps, records or reports normally will be published by the party of the first part. However, the party of the second part reserves the right to publish the results of this program, and if already published by the party of the first part shall, upon request, be furnished by the party of the first part, at cost, impressions suitable for purposes of reproduction similar to that for which the original copy was prepared. The maps, records or reports published by either party shall contain a statement of the cooperative relations between the parties. The Parties acknowledge that scientific information and data developed as a result of the Scope of Work (SOW) are subject to applicable USGS review, approval, and release requirements, which are available on the USGS Fundamental Science Practices website <https://www.usgs.gov/about/organization/science-support/science-quality-and-integrity/fundamental-science-practices>

U.S. Department of the Interior
U.S. Geological Survey
Joint Funding Agreement
FOR

Customer #: 6000007147
Agreement #: 21NRJFA00240
Project #: NR00GS1
TIN #: 47-6006198

Water Resource Investigations

9. Billing for this agreement will be rendered annually. Invoices not paid within 60 days from the billing date will bear interest, Penalties, and Administrative cost at the annual rate pursuant the Debt Collection Act of 1982, (codified at 31 U.S.C. § 3717) established by the U.S. Treasury.

USGS Technical Point of Contact

Name: Jason Lambrecht
Hydrologic Data Section Chief
Address: 5231 South 19th
Lincoln, NE 68512
Telephone: (402) 328-4124
Fax: (402) 328-4101
Email: jmlambre@usgs.gov

Customer Technical Point of Contact

Name: Pat Heath
City Administrator
Address: 1025 P Street
Gering, NE 69341
Telephone: (308) 436-5096
Fax:
Email: pheath@gering.org

USGS Billing Point of Contact

Name: Lisa Dietsch
Administrative Officer
Address: 5231 South 19th
Lincoln, NE 68512
Telephone: (402) 328-4116
Fax: (402) 328-4101
Email: ldietsch@usgs.gov

Customer Billing Point of Contact

Name: Pat Heath
City Administrator
Address: 1025 P Street
Gering, NE 69341
Telephone: (308) 436-5096
Fax:
Email: pheath@gering.org

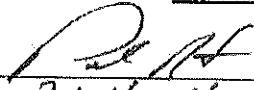
U.S. Geological Survey
United States
Department of Interior

City of Gering, Nebraska

Signature

JASON
By LAMBRECHT
Name: Jason Lambrecht
Title: Acting Director
Date: Digitally signed by
JASON LAMBRECHT
Date: 2021.01.07 09:45:01
+06'00'

Signatures

By  Date: 1/13/2021
Name: Pat Heath
Title: City Administrator

By _____ Date: _____
Name:
Title:

By _____ Date: _____
Name:
Title:

**ADDENDUM FOR CONTRIBUTION UNDER THE
JOINT FUNDING AGREEMENT FOR WATER
RESOURCE INVESTIGATION**

This Addendum is entered into by and between Scotts Bluff County, Nebraska ("Scotts Bluff County"), the City of Gering, Nebraska ("Gering"), the City of Terrytown, Nebraska ("Terrytown") and the City of Scottsbluff, Nebraska ("Scottsbluff"). In light of the fact that the U.S. Department of Interior Geological Survey Joint Funding Agreement for Water Resource Investigation is limited and can only include two parties, the named parties herein designate City of Gering to serve as the party of the second part under that Agreement.

Scotts Bluff County, Gering, Terrytown and Scottsbluff now agree that they will share the second party costs for the operation, data processing and storage of data for the stage-only streamage at the North Platte River located at the Avenue I bridge in Scottsbluff. City of Gering will pay the amount set forth in paragraph 2 of the Agreement which totals \$4,550.00 for the 2020 - 2021 Joint Funding Agreement with the U.S. Department of Interior Geological Survey upon receipt of their invoice according to paragraph 9 of the Agreement.

Scotts Bluff County, Scottsbluff, and Terrytown will then make contribution to City of Gering as follows:

Scotts Bluff County - \$525.00

City of Scottsbluff - \$1,750.00

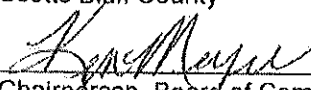
City of Terrytown - \$525.00

for a total of \$2,800.00. City of Gering shall also contribute the sum of \$1,750.00 for the total cost necessary for the field and analytical work of \$4,550.00.

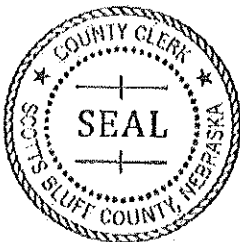
Scotts Bluff County, Terrytown and Scottsbluff agree they will reimburse Scotts Bluff County for contribution under the Agreement within 30 days from the date of receiving an invoice from Scotts Bluff County.

Dated: 12-21-2020

Scotts Bluff County

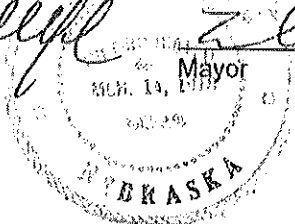

Chairperson, Board of Commissioners

Attest:



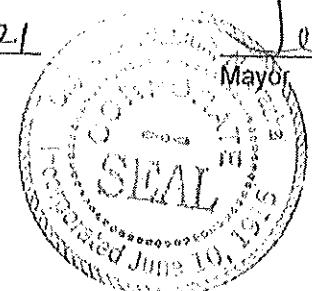

County Clerk

Jan. 11, 2021
Dated: Kathy J. Ullrich City of Gering
Eric S. Kuylenstierna
Mayor
Attest:



Kathy J. Ullrich
City Clerk

City of Scottsbluff
Dated: Jan. 4, 2021
Leanne McKinnigan
Mayor
Attest:



Kimberley Wright
City Clerk

City of Terrytown
Dated: January 7, 2021
Christopher P. Peralta
Mayor
Attest:

Jennifer M. Metten
City Clerk



City of Scottsbluff, Nebraska

Monday, December 6, 2021

Regular Meeting

Item Reports4

Council to discuss and consider action on the Memorandum of Understanding between the Scottsbluff Police Department and Scottsbluff Public Schools and authorize the Mayor to sign the Memorandum of Understanding.

Staff Contact: Dustin Rief, City Manager

Agenda Statement

Item No. _____

For Meeting of: _____

AGENDA TITLE: Memorandum of Understanding between Scottsbluff Police Department and Scottsbluff Public Schools

SUBMITTED BY DEPARTMENT/ORGANIZATION: Police Department

PRESENTATION BY: Kevin Spencer, Chief of Police

SUMMARY EXPLANATION: This Memorandum of Understanding (MOU) is a collaborative effort between the Scottsbluff Police Department and the Scottsbluff Public Schools to provide students, faculty, and staff a safe work environment, by assigning two (2) police officers to the schools during the school year and special events.

BOARD/COMMISSION RECOMMENDATION:

STAFF RECOMMENDATION: Approval

EXHIBITS

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

Other (specify) Memorandum of Understanding

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

APPROVAL FOR SUBMITTAL: _____
City Manager

Rev: 11/15/12 City Clerk

MEMORANDUM OF UNDERSTANDING BETWEEN
Scottsbluff Police Department and Scottsbluff Public Schools

This Memorandum of Understanding (MOU) is made and entered on the date fully executed below, pursuant to Section 13-801, et. seg., of the State of Nebraska, more commonly known as the Interlocal Cooperation Act, by the parties identified as the Scottsbluff Police Department and Scottsbluff Public School District No. 32, also known as Scottsbluff Public Schools:

Terms used herein shall be defined by Neb. Rev. Stat. Section 79-2702.

WHEREAS, Scottsbluff Public Schools and the Scottsbluff Police Department acknowledge the findings and declarations of the Nebraska Legislature (Neb. Rev. Stat. Section 79-2701);

WHEREAS, Scottsbluff Public Schools and the Scottsbluff Police Department agree that students, faculty, and staff are entitled to attend and work in a safe environment;

WHEREAS, Scottsbluff Public Schools and the Scottsbluff Police Department agree that parents and guardians of students have a vested interest in being immediately informed of disciplinary action by the school or investigative actions by law enforcement;

WHEREAS, Scottsbluff Public Schools and the Scottsbluff Police Department find that in a collaborative and mutually supportive environment, it is necessary to delineate the roles and responsibilities of school resource officer(s) and school officials;

WHEREAS, Scottsbluff Public Schools and the Scottsbluff Police Department understand that it is the responsibility of schools to respond to and manage disciplinary issues and that the primary role of school resource officer(s) should be to enhance safety with the understanding that school resource officers also work to prevent and respond to law violations and serve as a community resource for students, parents, and school staff;

WHEREAS, the State of Nebraska has clearly delineated the requirements of a School Resource Officer Program Memorandum of Understanding (Neb. Rev. Stat. Section 79-2704);

NOW, THEREFORE, Scottsbluff Public Schools and the Scottsbluff Police Department agree as follows:

Section 1. Supersedes prior MOUs.

This MOU supersedes all prior MOUs between Scottsbluff Public Schools and the Scottsbluff Police Department regarding the School Resource Officer Program.

Section 2. Assignment.

The Scottsbluff Police Department agrees to assign two (2) peace officers as a school resource officer to the Scottsbluff Public Schools during the term of this MOU with no less than seventy-five percent (75%) of hours worked directed toward the welfare and support of the students, families, staff, faculty, and administration of the Scottsbluff Public Schools throughout the school year.

Section 3. Employment.

The school resource officer shall remain employees of the Scottsbluff Police Department with compensation and fringe benefits paid directly by the City of Scottsbluff in accordance with City of Scottsbluff policies, as established for its employees. The City of Scottsbluff shall maintain appropriate worker's compensation and unemployment insurance coverage for the school resource officer. These employees shall function under the direction and supervision of the Scottsbluff Police Department and shall be governed by the policies, procedures, rules, and regulations thereof.

Section 4. Compensation.

The City of Scottsbluff and the Scottsbluff Police Department agree to share costs associated with the School Resource Officer Program, during the school year and agreed upon events. This will be divided as follows: Scottsbluff Public Schools shall pay fifty percent (50%) of the combined costs of the school resource officer's wages and fringe benefits (e.g. social security, Medicare, health insurance, life insurance, disability insurance, vacation/sick leave, retirement contributions, etc.) and the City of Scottsbluff shall pay fifty percent (50%) of the combined costs.

Section 5. Property.

Any property acquired by any party to this MOU for the cooperative undertaking described herein shall be owned and held by the party paying for its acquisition and shall remain the property of the party who initially purchased it upon the completion or termination of this MOU.

Section 6. Office Space, Computer Access, and Materials.

The Scottsbluff Public Schools agrees to provide the school resource officer with the office space, office equipment, computer access, telephone access and office supplies necessary to carry out in-school responsibilities. The Scottsbluff Police Department agrees to provide the school resource officer with the uniforms, equipment, supplies, and computer access to carry out law enforcement responsibilities.

Section 7. Training.

1. If not completed prior to the initiation of this MOU, the school resource officer shall attend a minimum of twenty (20) hours of training focused on school-based law enforcement, including, but not limited to, coursework focused on school law, student rights, understanding special needs students and students with disabilities, conflict de-escalation techniques, ethics for school resource officers, teenage brain development, adolescent behavior, implicit bias training, diversity and cultural awareness, trauma-informed responses, and preventing violence in school settings.
2. If not completed prior to the initiation of this MOU, a minimum of one administrator in each elementary or secondary school, where the school resource officer is assigned, shall attend a minimum of twenty (20) hours of training focused on school-based law enforcement, including, but not limited to, coursework focused on school law, student rights, understanding special needs students and students with disabilities, conflict de-escalation techniques, ethics for school resource officers and security guards, teenage brain development, adolescent behavior, implicit bias training, diversity and cultural awareness, trauma-informed responses, and preventing violence in school settings.

Section 8. Records.

The Scottsbluff Public Schools shall ensure records are kept on each student referral for prosecution from a school resource officer in response to an incident occurring at school, on school grounds, or at a school-sponsored event and ensure that such records allow for analysis of related data and delineate:

1. The reason for such referral; and
2. Date of incident; and
3. Federally identified demographic characteristics of the student

Section 9. Information Collection, Use and Dissemination.

The Scottsbluff Public Schools and Scottsbluff Police Department agree to collect, use and disseminate information involving personally identifiable information from student records in accordance with the policies of the City of Scottsbluff, Nebraska and the School District No. 32 Scotts Bluff County, Nebraska. Each party further agrees that such collection, use and dissemination will comply with Nebraska law and federal privacy laws including the Family Educational Rights and Privacy Act of 1974 (FERPA) and the Health Insurance Portability and Accountability Act of 1996 (HIPAA).

Section 10. Criminal investigation; Notification of Parent or Guardian.

The Scottsbluff Public School's POLICY NUMBER 5413, address when a parent or guardian will be notified or present, in a language that such parent or guardian understands, if a student is subjected to questioning or interrogation by a school official or by a school resource officer operating in conjunction with a school official.

Section 11. Criminal investigation; Advisement of Constitutional Rights.

The Scottsbluff Police Department POLICY 32.1 address under what circumstances a student will be advised of constitutional rights prior to being questioned or interrogated by a school official or by a school resource officer or security guard operating in conjunction with a school official.

Section 12. School referrals to law enforcement.

The Scottsbluff Public School's POLICY NUMBER 5101 required by section 79-262, address the type or category of student conduct or actions that will be referred to law enforcement for prosecution.

Section 13. Complaints about a school resource officer.

Students, parents, school officials, etc. may express a concern or file a complaint about the performance of a school resource officer by contacting the Scottsbluff Chief of Police at the Scottsbluff Police Station (1801 Avenue B / 308-630-6261). or the Secretary of the Scottsbluff Civil Service Commission at the Scottsbluff City Hall (2525 Circle Dr. / 308-630-6216).

Section 14. Roles and Responsibilities.

1. Disciplining students is the responsibility and authority of the Scottsbluff Public Schools, school administrators, and parents. Law enforcement is the responsibility of Scottsbluff Police Department. School resource officer(s) should not act as school disciplinarians. Scottsbluff Public Schools and the Scottsbluff Police Department shall endeavor to follow the principles in this MOU regarding the division between school discipline and law enforcement.
2. The Scottsbluff Public Schools staff should not involve Scottsbluff Police Department in incidents that are matters of school discipline; however, school resource officer(s) may be a resource to complement school staff by providing education; acting in the role of a mentor, counselor, or trusted adult, etc.
3. School resource officer(s) should not interview students or collect evidence for solely Scottsbluff Public Schools disciplinary purposes.
4. School resource officer(s) may act when: (a) required or permitted by State, County, or City law; or Scottsbluff Police Department policies or procedures; (b) there is a threat to the safety of students, staff, or others; (c) searching for a missing person; (d) assisting crime victims and persons in mental health crisis; (e) attempting to prevent crime; or (f) it is required as part of an emergency management response.
5. School resource officer(s) will also: (a) maintain open communication and receive feedback from School Principals; (b) coordinate Department resources to enhance success of the Scottsbluff Public Schools and the Department; (c) Serve on the Community/School District Crisis Response Team for the purpose of reviewing policies and safety concerns related to hazardous materials, threats of violence, poison control, emergencies and other dangerous conditions; (d) Serve on the School Threat Assessment Team for the purpose of collaborative threat assessment and management; (e) report physical security challenges to School Principals; and (f) effectively handle school records as permitted by School Principals; (g) Serve on the District Safety and Security Team.
6. School Principals will: (a) provide the school resource officer(s) with guidance regarding activities on school grounds; (b) arrange for necessary training for the school resource officer(s) relating to the operation of local schools; (c) Provide the Scottsbluff Police Department with input regarding the school resource officer'(s) performance; and (d) Disseminate records to the school resource officer(s) in accordance with the guidance enumerated in Section 9.
7. The Scottsbluff Public Schools staff and school resource officer(s) will exercise professionalism and discretion, as required by law and internal policies, regarding the Scottsbluff Public Schools staff and student information. The Scottsbluff Public Schools and the Scottsbluff Police Department shall share information required to be collected and held pursuant to Neb. Rev. Stat. Section 79-2704 through the school resource officer(s).

Section 15. Other Considerations.

1. The Scottsbluff Public Schools and the Scottsbluff Police Department agree that this MOU does not supersede any state statutes, County or City laws, or the policies or procedures of the Scottsbluff Public Schools or those of the Scottsbluff Police Department.
2. The parties acknowledge that issues will arise during the term of this MOU which were not contemplated at the time of entering into this MOU, and the parties agree to use their best efforts to resolve those issues in a manner which is mutually beneficial and consistent with Program goals.

Section 16. Program Goals. School Resource Officer Program Goals:

1. Enhance school safety and provide resources to school administrators, staff, faculty, students and the students' families.
2. Ensure everyone is treated fairly and impartially by school administrators, staff, faculty, and school resource officer(s). This includes monitoring and considering referrals made by school administrators, staff, and faculty to school resource officer(s).
3. Rely upon internal school processes, to include school discipline, as may be practical, as the primary means to address inappropriate student behavior.
4. Afford alternative opportunities to students and avoid unnecessarily involving the juvenile justice system.

Section 17. Additional Requirements.

Should grant funding be made available from an external source (e.g., U.S. Department of Justice C.O.P.S. Office, etc.), the Scottsbluff Public Schools and Scottsbluff Police Department shall adhere to the requirements set forth by such funding source.

Section 18. Benefit, Liability and Indemnification.

1. This MOU is for the benefit of the Scottsbluff Public Schools and the Scottsbluff Police Department only and does not create, nor is it intended to create, any benefit or liability to third parties. Nothing in the performance of this MOU shall impose any liability for claims made against the parties, and the parties agree to indemnify the other for intentional wrongdoing or negligence by the offending party, related to this MOU.
2. Each party further agrees to defend, indemnify, and hold harmless the other from and against all loss, liability, or expense that may be incurred by reason of any injury or loss resulting from, arising out of, or

in any way connected with this MOU. This MOU does not create a joint entity between the Parties and does not establish a separate legal entity for any purpose.

Section 19. No Special Duty Created.

The Scottsbluff Public Schools and the Scottsbluff Police Department agree the Scottsbluff Police Department is not undertaking to ensure the safety of students, staff, faculty, or visitors at Scottsbluff Public Schools or at any school activity. The Scottsbluff Police Department does not contractually undertake any special duty to protect the safety or security of any person or property by virtue of entering into this MOU.

Section 20. Term, Termination, and Amendments.

1. This MOU shall bind the parties, their successors, administrators, assigns, and other representatives or fiduciaries of the parties; and it is further agreed that this MOU may not be assigned by any party without the express written consent of all other parties.
2. The term of this MOU shall commence on the date the MOU is fully executed and shall remain in effect to the end of the calendar year. Thereafter, the MOU shall renew automatically for successive one (1) year terms, coinciding with each calendar year, until terminated as identified below.
3. This MOU may be terminated by either party, at any time and without cause, with four (4) months' written notice of termination/nonrenewal.
4. This MOU may be amended, upon agreement of both parties.

Agreed upon by:

Scottsbluff Police Department	_____	Date	_____
	Jeanne McKerrigan, Mayor of Scottsbluff		

Scottsbluff Public Schools	_____	Date	_____
	Superintendent or School Board of Education President		

City of Scottsbluff, Nebraska

Monday, December 6, 2021

Regular Meeting

Item Reports5

Council to discuss and consider action on sending a letter of intent to the Nebraska Arts Council to receive Creative District Designation in the City of Scottsbluff and authorize the Mayor to sign the letter.

Staff Contact: Starr Lehl, Economic Development Director



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

December 6, 2021

Nebraska Arts Council
1004 Farnam Street, Plaza Level
Omaha, NE 68102

RE: Creative District Designation Scottsbluff

The City of Scottsbluff has a long-standing history and cultural heritage with its proximity to the Oregon Trail, Scotts Bluff National Monument and Chimney Rock among other historically significant sites. It is also home to sizeable Hispanic and Native American communities who offer cultural diversity to our area.

Economic impact of the Creative District designation will be felt by the local community as well as the surrounding communities. It will add immensely to the quality of life by providing events and opportunities for residents and visitors of all ages and ethnic backgrounds. Because we are in a geographically isolated area of the Nebraska Panhandle, we provide an essential link to the arts for many of the surrounding communities.

Scottsbluff would be an excellent candidate for the Creative District Program because of the many assets already in the designated area. A short listing would include the 18th Street Plaza, West Nebraska Arts Center, Historic Midwest Theater, Guadalupe Center, Legacy of the Plains and Western Nebraska Community College among others.

Scottsbluff is in the process of creating benches for our city transportation system and many of them are/would be located in our proposed Creative District. We would like to use a portion of our Creative District Certification Grant to add an artistic element to each of them in order to make the project immediately visible to the public. The remainder of the grant would be used to embrace our diverse cultural heritage in the form of support for our Cinco de Mayo celebration, Celtic Gathering and Oktoberfest and to draw in audiences that are beyond local.

The Scottsbluff community is excited for the opportunity to receive Creative District Designation. We look forward to working with the Nebraska Arts Council for many years to come.

Sincerely,

Jeanne McKerrigan
Mayor

City of Scottsbluff, Nebraska

Monday, December 6, 2021

Regular Meeting

Item Reports6

Council to discuss and consider action on appointing Philip Mark Bohl as the City of Scottsbluff Street Superintendent for Jan. 1 through Dec. 31, 2022 for the purpose of the 2022 calendar year Highway Incentive Payment to be issued to the City by the NE. Dept. of Transportation in February 2023.

Staff Contact: Mark Bohl, Public Works Director

City of Scottsbluff, Nebraska

Monday, December 6, 2021

Regular Meeting

Item Reports⁷

Council to discuss and consider action on the Maintenance Agreement No. 22 between the City of Scottsbluff and the Nebraska Department of Transportation and authorize the Mayor to sign the Agreement.

Staff Contact: Mark Bohl, Public Works Director

AGREEMENT RENEWAL

Maintenance Agreement No. 22
Maintenance Agreement between the Nebraska Department of Transportation and the
Municipality of Scottsbluff
Municipal Extensions in Scottsbluff

We hereby agree that Maintenance Agreement No. 22 described above be renewed for
the period January 1, 2022 to December 31, 2022.

All figures, terms and exhibits to remain in effect as per the original agreement dated
January 1, 2017 with revised Attachments B and C attached hereto.

In witness whereof, the parties hereto have caused these presents to be executed by
their proper officials thereunto duly authorized as of the dates indicated below.

Executed by the City this _____ day of _____, 2021.

ATTEST: City of Scottsbluff

City Clerk/Witness

Mayor/Designee

Executed by the State this _____ day of _____, 2022.

ATTEST: State of Nebraska

District Engineer, Department of Transportation

NDOT Form 507, August 17

MAINTENANCE OPERATION AND RESPONSIBILITY
Municipal extensions and connecting links
(Streets Designated Part of the State Highway System excluding Freeways)

Maintenance Responsibility
Neb. Rev. Stat. § 39-2105

<u>Maintenance Operation</u> Neb. Rev. Stat. § 39-1339	Metropolitan Cities (Omaha)	Primary Cities (Lincoln)	1 st Class Cities	2 nd Class Cities & Villages
Surface maintenance of the traveled way equivalent to the design of the rural highway leading into municipality.	Department	Department	Department	Department
Surface maintenance of the roadway exceeding the design of the rural highway leading into the municipality including shoulders and auxiliary lanes.	City	City	City	City & Village
Surface maintenance on parking lanes.	City	City	City	Department
Maintenance of roadway appurtenances (including, but not limited to, sidewalks, storm sewers, guardrails, handrails, steps, curb or grate inlets, driveways, fire plugs, or retaining walls)	City	City	City	City & Village
Mowing of the right-of-way, right-of-way maintenance and snow removal.	City	City	City	City & Village
Bridges from abutment to abutment, except appurtenances.	Department	Department	Department	Department

Maintenance Responsibility
Neb. Rev. Stat. § 60-6, 120 & § 60-6, 121

<u>Maintenance Operation</u> Neb. Rev. Stat. § 39-1339	Metropolitan Cities (Omaha)	Primary Cities (Lincoln)	1 st Class Cities > 40,000	1 st Class Cities < 40,000	2 nd Class Cities
Pavement markings limited to lane lines, centerline, No passing lines, and edge lines on all connecting links except state maintained freeways	City	City	City	Department	Department
Miscellaneous pavement marking, including angle and parallel parking lanes, pedestrian crosswalks, school crossings, etc.	City	City	City	City	City & Village
Maintenance and associated power costs of traffic signals and roadway lighting as referred to in original project agreement.					
Procurement, installation and maintenance of guide and route marker signs	City	City	City	Department	Department
Procurement, installation and maintenance of regulatory and warning signs.	City	City	City	Department	Department



Good Life. Great Journey.

DEPARTMENT OF TRANSPORTATION

City Maintenance Agreement

Attachment B

City of: Scottsbluff

Date: 11/15/21

☒ Surface Maintenance

From Attachment "C", it is determined that the State's responsibility for surface maintenance within the City limits is 17.52 lane miles. Pursuant to Sections 1c, 8b, 8d of the Agreement and to Attachment "C" made part of this Agreement through reference, the State agrees to pay to the City the sum of \$2,100.00 per lane mile for performing the surface maintenance on those lanes listed on Attachment "C".

Amount due the City for surface maintenance:

17.52 lane miles x \$2,100.00 per lane mile = \$36,792.00.

☐ Snow Removal

From Attachment "A", it is determined that snow removal within City limits is the responsibility of the City. Pursuant to Section 8d of the Agreement and to Attachment "C" made a part of this Agreement through reference, the City agrees to pay to the State the sum of \$ _____ per lane mile for performing snow removal on those lanes listed on Attachment "C".

Amount due the State for snow removal:

_____ lane miles x \$ _____ per lane mile = \$ _____

☐ Other (*Explain*)

EXHIBIT "C"City of **SCOTTSBLUFF****STATE OF NEBRASKA
DEPARTMENT OF ROADS****RESPONSIBILITY FOR SURFACE MAINTENANCE
OF MUNICIPAL EXTENSIONS****NEB. REV. STAT. 39-1339
and NEB. REV. STAT. 39-2101**

DESCRIPTION	HWY. NO.	REF FROM	POST TO	LENGTH IN MILES	WIDTH OF STREET	TOTAL DRIVING LANES	TOTAL LANE MILES	RESPONSIBILITY STATE	CITY
EAST CITY LIMITS TO WEST CITY LIMITS	26	21.78	25.18	3.40	48'	4	13.60	13.24	.36
W. JCT 71/26 TO NORTH CITY LIMITS	71	62.91	63.63	.72	40'	2	1.44	1.26	.18
WEST CITY LIMITS TO SOUTH LIMITS	S79H	.56	2.07	1.51	40'	2	3.02	3.02	
TOTAL LANE MILES				5.63			18.06	17.52	.54

QE1733 SUP 003

City of Scottsbluff, Nebraska

Monday, December 6, 2021

Regular Meeting

Item Reports8

Council to discuss and give direction to staff on recording council meetings for the public.

Staff Contact: Dustin Rief, City Manager

City of Scottsbluff, Nebraska

Monday, December 6, 2021

Regular Meeting

Item Reports9

Council to discuss and give direction to staff on adding lighting additions along the Monument Valley Pathway.

Staff Contact: Dustin Rief, City Manager