

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

Regular Meeting
June 1, 2020
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) Approve the minutes of the May 18, 2020 Regular Meeting.
 - b) Council to approve the bid specifications for the repair of hail damage of six separate buildings within the Transportation Facility located at 1105 3rd Avenue and authorize the city clerk to advertise for bids to be received by July 8, 2020 at 2:00 p.m.
9. Claims
 - a) Council to consider and take action on claims of the City.
10. Petitions, Communications, Public Input:
 - a) Council to discuss and consider action on a Special Designated Liquor License for Panhandle Cooperative Association to serve beer, wine, & distilled spirits at the West Nebraska Arts Center, 106 East 18th St, Scottsbluff for a reception on June 18, 2020 from 4:00 to 8:00 p.m.
 - b) Council to discuss and consider action on the change of location regarding the existing Class C Liquor License for The Stomping Ground, LLC dba Shots Bar

& Grill from 1722 Broadway to 705 East Overland, Scottsbluff, NE.

11. Resolution & Ordinances:
 - a) Council to discuss and consider action on adopting the International Fire Code, 2018 Edition, and approve the Ordinance. (second reading)
 - b) Council to discuss and consider action on the Resolution naming Paul Reed Construction & Supply Inc. as the contractor for the Scottsbluff Monument Valley Pathway North project with the low bid of \$5, 687,326.17 and authorize the Mayor to sign the Resolution.
 - c) Council to discuss and consider action on the Resolution and License Agreement concerning COVID-19 and the use of municipal property for Youth Baseball and Softball and authorize the Mayor to sign the Resolution and Agreement.
12. Reports from Staff, Boards & Commissions:
 - a) Council to receive an update on the City's response to COVID-19.
 - b) Council to receive an update regarding the 23 Club Improvement Project and discuss and consider action on approving the Mayor to execute the Contract to get a project date set.
 - c) Council to discuss and consider action on establishing a future meeting location.
 - d) Council discussion and instruction to staff regarding changing the speed limit on 27th Street back to 30 mph.
 - e) Council discussion and instruction to staff regarding changing the guidelines for fences to be 8 feet in all areas instead of 6 feet.
 - f) Council to discuss and consider action on approving an RFP Contract for solid waste disposal options to extend the life of the Gering landfill.
13. 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.
14. Adjournment.

City of Scottsbluff, Nebraska

Monday, June 1, 2020

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, June 1, 2020

Regular Meeting

Item SBYC1

(informational only):

Staff Contact:

Hi Jeanne,

Here are the responses from Josie Amoo and Halle Shaddick - both juniors at SHS. Thanks for sharing their perspective!

eLearning has been a unique experience, and I can't believe it has already come to an end. Overall, I would have to say being out of school has been difficult, and I deeply miss seeing my teachers and fellow students in the halls everyday. I will never take in-person learning for granted again. However, if you look on the bright side of this experience, which I think is necessary to keep yourself sane, there are some things I enjoy about eLearning. I like being able to dictate the speed at which I learn, and having an outline for the rest of the semester from my teachers was convenient. Final exams were specifically different from normal. After being used to the normal "three finals in one day schedule," it was nice to have finals that you could really focus on for maybe an entire day. The greatest part about being stuck at home though has definitely been the ample amount of time I get to spend with my mom. We both would be working and at school virtually 24/7 before quarantine, and as we both attempt to work at home, we find that we get to spend much more quality time together.

However, learning during COVID-19 has been a long term struggle of mine even before we were dismissed from school. I was hypervigilant in school and constantly anxious, wondering if it would have such an enormous effect on the United States like it did in the rest of the world. Sadly, those predictions manifested and all of that anticipation dissipated as the quarantine dragged on, but it still deeply hinders my learning ability, as with most students in the world right now. It's great that we have rallied and tried to finish out the year, but of course it's not the same as being in a classroom. Somehow the time has still managed to be busy and hectic, with plenty of homework and zoom calls to keep us busy. Extracurriculars for me have not really eased up at all, which isn't a surprise but still a source for stress.

I think e-learning went as smoothly as it possibly could and it could of been a huge disaster without the amazing teachers and staff we have at Scottsbluff Public Schools. It was challenging not being able to talk to teachers face to face to work out classwork struggles but teachers were always there to help whether it be back and forth in email or having daily office hours students could attend if they had any questions. I think all teachers and staff of Scottsbluff public schools pulled off quite the hail mary with E-learning as they were faced with a problem the world has never seen, and continued to educate our community no matter the challenges. So I would just like to thank all teachers and staff for being with us and working with us through this trying time in our history and I don't think Scottsbluff could have any better outcome than the one they did with e-learning.

Thanks again!

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Barb O'Boyle

Special Education

Student Senate Sponsor

Scottsbluff High School

City of Scottsbluff, Nebraska

Monday, June 1, 2020

Regular Meeting

Item Consent1

Approve the minutes of the May 18, 2020 Regular Meeting.

Staff Contact: City Council

The Scottsbluff City Council met in a regular meeting on May 18, 2020 at 6:00 p.m. in the Council Chambers of City Hall, 2525 Circle Drive, Scottsbluff. A notice of the meeting had been published on May 15, 2020, 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 and that anyone attending was encouraged to wear a mask and to respect social distance guidelines. It also stated 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 May 15, 2020. Mayor Gonzales presided and City Clerk Wright recorded the proceedings. The meeting was called to order and the Pledge of Allegiance was recited. Mayor Gonzales 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: Raymond Gonzales, Jeanne McKerrigan, Scott Shaver, Nathan Green, and Terry Schaub. Also present were City Attorney Kent Hadenfeldt and Interim City Manager Rick Kuckkahn.

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

Moved by Council Member Schaub, seconded by Council Member Green that,

- a) The minutes of the May 4, 2020 Regular Meeting be approved, "YEAS," McKerrigan, Shaver, Green, Schaub, and Gonzales, "NAYS," None. Absent: None.

Moved by Council Member Shaver, seconded by Council Member Schaub, that the following claims, be approved and paid as provided by law out of the respective funds designated in the list of claims dated May 18, 2020, as on file with the City Clerk and submitted to the City Council, "YEAS," Green, Schaub, Shaver, Gonzales, and McKerrigan, "NAYS," None. Absent: None.

CLAIMS

911 CUSTOM, LLC,CIP-PO-PATROL CARS,1397; ACTION COMMUNICATIONS INC.,TORNADO SIREN - 27TH ST & HWY 26,27438.08; ADVANCE AUTO PARTS,ES STOCK- DEF,298.1; ALLO COMMUNICATIONS,LLC,LOCAL TELEPHONE CHARGES,4048.5; AL'S TOWING,TOW SERVICE-PD,85;ANITA'SGREENSCAPINGINC,CONT.SRVCS.,255;ASSURITY LIFE INSURANCE CO,LIFE INSURANCE,32.95; B & H INVESTMENTS, INC,SALT UNIT RENTAL & FINANCE CHARGE,31; BERNHARDT JUSTIN,TOW SERVICE-PD,515; BLUFFS SANITARY SUPPLY INC.,DEPT SUPPL-PD,762.25; CAPITAL BUSINESS SYSTEMS INC.,CONTRACTUAL-PD,46.99; CELLCO PARTNERSHIP,CELL PHONES,343.46; CITY OF SCB,PETTY CASH,55.79;

COMMERCIAL COOLANTS INC,REIMB FOR PERMIT 2-19,60; COMPUTER CONNECTION INC,CONTRACTUAL-PD,44; CORE & MAIN LP,METERS,6623.29; CREDIT BUREAU OF COUNCIL BLUFFS,FEE - APRIL 2020,50; CYNTHIA GREEN,DEPT SUPP ADM,349.98; DALE'S TIRE & RETREADING, INC.,TIRE REPAIRS,2484.47; DANKO EMERGENCY EQUIPMENT COMPANY,5 INCH STORZ ADAPTERS FOR TOWER 1,507.15; DELORES NUSS,REIM PARK SHELTER,25; EBSCO INDUSTRIES, INC,SBSCR.,1250; FASTENAL COMPANY,SUPP - BOLTS STREET,31.74; FEDERAL EXPRESS CORPORATION,POSTAGE,107.56; FLOYD'S TRUCK CENTER SCOTTSBLUFF,RADIATOR CORE AND TANK FOR ENGINE 2,1089.65; FRANCISCO'S BUMPER TO BUMPER INC,TOW SERVICE-PD,220;GRAY TELEVISION GROUP INC,CONTRACTUAL SVC,1390; HULLINGER GLASS & LOCKS INC.,DEPT SUPP PARK,11; HYDROTEX PARTNERS, LTD,DEPT SUPP PARK,778.26; IDEAL LAUNDRY AND CLEANERS, INC.,UNIFORMS-PD,509.75; INDEPENDENT PLUMBING AND HEATING, INC,GROUND MAINT PARK,21.2; INTERNAL REVENUE SERVICE,WITHHOLDINGS,56634.22; INTERNATIONAL ASSOCIATION OF ELECTRICAL INSPECTORS,DEPT MMBRSHP,120; INTRALINKS, INC,CONTRACT SERVICES - APRIL 2020,1225.24; INVENTIVE WIRELESS OF NE, LLC,INTERNET,35.9; JOSEPH LOVELIDGE,REIMB FOR PARK SHELTER,25; KEMBEL SAND & GRAVEL COMPANY,DEPT SUPP CEM,126.58; KNOW HOW LLC,DEF AND HEADLIGHT,192.04; LANDAUER, INC,EQUIP MAINT-PD,172.25; LEAGUE ASSOCIATION OF RISKMANAGEMENT,WORKCOMPDEDUCTIBLE,2307.28; BHM CORP,PUBLICATIONS,1727.48; LEXISNEXIS RISK DATA MANAGEMENT,CONSULTING-PD,100; M & M GREEN RENTALS LLC,CONTRACUTAL-PD,906.32;M.C. SCHAFF & ASSOCIATES, INC,DEPT CNTRCL SRVCS,2540; MADISON NATIONAL LIFE,INSURANCE,2518.57; MATHESON TRI-GAS INC,RENT-MACHINES,64.62;MENARDS,INC,DEPTSUPPL-PD,437.77;MONUMENTCARWASH INC,VEHICLE MAINT,48.45; MUNIMETRIX SYSTEMS CORP,IMAGESILO - APRIL 2020,39.99; NE CHILD SUPPORT PAYMENT CENTER,NE CHILD SUPPORT PYBLE,916.6; NE DEPT OF REVENUE,WITHHOLDINGS,29984.76; NEBRASKA FIRE CHIEFS' ASSOCIATION,ANNUAL DUES FOR MUNICIPAL FIRE CHIEFS AND NFPA,525; NEBRASKA INTERACTIVE, LLC,DRIVERS LIC. REQ. - APRIL 2020,30; NEBRASKA PUBLIC POWER DISTRICT,ELECTRIC,42429.37; NEBRASKA RURAL RADIO ASSOCIATION,CONTRACTUAL SVC,317.5;NORTHWEST PIPE FITTINGS, INC. OF SCOTTSBLUFF,GROUND MAINT PARK,307.78; ONE CALL CONCEPTS, INC,CONTRACTUAL,119.39; PANHANDLE COOPERATIVE ASSOCIATION,FLEET FUEL,7689.27; PANHANDLE ENVIRONMENTAL SERVICES INC,SAMPLES,140; PH&S PRODUCTS LLC,INVEST SUPPL-PD,250; PLATTE VALLEY BANK,HEALTH SAVINGS ACCOUNT,10489.5; QUADLENT LEASING USA INC,CONT. SRVCS.,585.56; QUILL CORPORATION,DEPT SUPPL-PD,122.31; REAMS SPRINKLER SUPPLY CO.,GROUND MAINT PARK,364.44; REGIONAL CARE INC,CLAIMS,8395.69; RODRIGUEZ JOSE R,TOW SERVICE-PD,95; RON'S TOWING,TOW SERVICE-PD,350; S M E C,EMPLOYEE DEDUCTION,130.5; SCB FIREFIGHTERS UNION LOCAL 1454,FIRE EE DUES,300; SCHANHOLS MICHAEL,REIMB DUMPSTER,60.9; SCOTTIES POTTIES INC,CONTRACTUAL,720; SCOTTS BLUFF COUNTY COURT,LEGAL FEES-PD,119; SCOTTSBLUFF POLICE OFFICERS ASSOCIATION,POLICE EE DUES,1092; SHERIFF'S OFFICE,LEGAL FEES-PD,483.32; SHERWIN

WILLIAMS, YELLOW, WHITE, RED & BLUE LATEX STRIPING PAINT, 23583; SIMMONS OLSEN LAW FIRM, P.C., LEGAL, 12511.29; SNELL SERVICES INC., EQUIP. MAIN., 4145.82; SOUNDSLEEPER SECURITY INC., CONTRACTUAL-PD, 44.85; SOUTHERN UNIFORM EQUIPMENT, MEDIUM AND LARGE UNIFORM T-SHIRTS, 425.76; THE PEAVEY CORP, INVEST SUPPL-PD, 476.6; TOYOTA MOTOR CREDIT CORPORATION, HIDTA CAR LEASE-PD, 343.53; UNION BANK & TRUST, RETIREMENT, 33491.42; UNITED STATES WELDING, TANK RENTAL, 44.41; W&R INC, EQUIPMAINT, 83.75; WATER ENVIRONMENT FEDERATION, MEMBERS HIPS, 83; WESTERN COOPERATIVE COMPANY, GROUND MAINT PARK, 2136.6; WESTERN TRAVEL TERMINAL, LLC, VEH MAINT-PD, 397; WOODS & AITKEN LLP, PROF SERVICES THRU 4/30/20, 2160; WYOMING CHILD SUPPORT ENFORCEMENT, CHILD SUPPORT, 738.08; YOUNG MEN'S CHRISTIAN ASSOCIATION OF SCOTTSBLUFF, NE, YMCA, 1530; REFUNDS; SMITH LAND, 4.87; KIRK BARGE, 2.51; GERRY HRASKY, 16.56

Interim City Manager Kuckkahn presented the April 2020 Financial Report updating Council on questions regarding the revenue stream due to COVID-19 events. He broke down different items that are listed below:

- Sales Tax Receipts – We are up 4.3 % as compared to the prior year; the receipts are for May and reflect March spending. Projections are showing most municipalities will have decreased sales tax revenues in the 20-40% range.
- NPPD Lease Payments – April electric use for Scottsbluff is up 7.16 % as compared to the prior year, however the regional load is down 8-10% and statewide electric sales are down 8-12%; we are countertrending in this area. The general fund receives \$2,700,000.00 from this franchise fee.
- Hotel Occupation Tax – For April, the March stays are down 50%. Revenues for April and May are projecting to be down approximately 90%, based on an informal poll done with local hotels. This occupation tax usually amounts to around \$300,000.00.
- Gas Tax Receipts – All receipts in May were consistent with prior years. NDOT traffic counts on highways, interstates and rural roadways are down between 20 and 35%. This is a pretty good measure to help us determine what the impacts might be. Normally we budget around \$1,800,000.00 in the streets fund, but it looks to be more like \$1,600,000.00, which is down a bit.
- LB840 Loan Repayments – Payments were waived for 90 days for the LB840 borrowers and the 90 days will be up in June. At that time we will determine when we will collect loan payments again. Monthly receipts on loan payments are around \$25,000.00 per month. Payments waived to date amount to approximately \$75,000.00. The only effect is on the Economic Development Fund.
- Utility Receivables – Currently past due receivables are only 6.2% of our outstanding receivable balances. We are currently not assessing late charges or shutoffs for any utility services for nonpayment.

- Expenses - Departments have been instructed to be frugal and wait to purchase items. We are trying to preserve all the cash that we can by spending carefully.
- Capital Expenditures – Total budget for current year is \$9,302,000.00. Items that will not be completed include \$2,789,000,000 in a transfer station and compost pad cover. Projects completed to date amount to \$765,000.00 and balance to complete is \$5,747,000.00 and of this \$2,410,000.00 will be debt issued for the chip seal project. Debt issuance is to maintain flexibility and preserve the cash balance that we have. Bonds are attractive at this time because they are short term general obligation bonds and we should have no concern with the ability to sell the bonds. Cash balance to complete is \$3,337,000.00 and we will move forward to complete these expenditures with property tax dollars which are stable at this point.

Mr. Kuckkahn started discussion regarding the Business Promotional Event Permit for the Downtown Scottsbluff Association, sponsors of the “Scottsbluff Farmer’s Market” stating we have no problems with this permit, however, we need to communicate some of the guidelines concerning COVID-19 to be able to provide the best practices. Council Member Shaver stated his concern is the people doing crafts are not collecting sales tax and just selling the items; until they start to collect the tax, he is not for it. He also asked if we were going to start charging a fee to use the park. Mr. Kuckkahn stated we have nothing in place right now to charge for the use of the Plaza. Council Member Green questioned why we are able to have this event, but not open up the parks with the playground equipment for children to play on. Mr. Kuckkahn answered we follow the Directed Health Measures from the Governor and the Governor has considered farmer’s markets to not be a place of public gathering under the statewide DHM because of the nature of the business conducted. Council Member McKerrigan made the motion, seconded by Council Member Schaub to approve the Business Promotional Event Permit for the Downtown Scottsbluff Association, sponsors of the “Scottsbluff Farmer’s Market” at the 18th Street Downtown Plaza on Saturday mornings, 6/6/20-9/26/20; 8:00 a.m. to 11:00 a.m., “YEAS,” Gonzales, Schaub, and McKerrigan. “NAYS,” Shaver and Green. Absent: None.

Fire Chief Tom Schingle approached Council regarding adopting the International Fire Code, 2018 Edition and approving the Ordinance. Mr. Schingle explained the State of Nebraska is updating their fire code and the City is required to update to the same or newer version. He stated we are transitioning from the National Fire Protection Association (NFPA) Uniform Fire Code (UFC) to the International Fire Code (IFC) in effort to harmonize with the locally-adopted building codes. He went on to add we addressed this item at a Council meeting two months ago and one of the concerns was about the residential sprinkler systems and not having enough information provided to the public. He added this has been exempted out of the code at this time. The other concern was the discussion of 6 gallons of flammable liquids in a residential area. This also has been struck and the language in the fire code will now reflect allowing up to 120 gallons, which can be increased if stored in a flammable liquids cabinet or having residential sprinklers. Mr. Schingle reminded Council this was approved by the Planning Commission at their January meeting.

Council Member Schaub introduced the Ordinance adopting the International Fire Code, 2018 Edition: **AN ORDINANCE DEALING WITH THE SCOTTSBLUFF FIRE CODE, ADOPTING PROVISIONS OF THE INTERNATIONAL FIRE CODE 2018 EDITION, WITH EXCLUDED PORTIONS; AMENDING CURRENT CHAPTERS, ARTICLES AND SECTIONS OF THE**

SCOTTSBLUFF MUNICIPAL CODE BY REPEALING OR REVISING CHAPTER 8, ARTICLES 1, 2 AND 3; CHAPTER 4, ARTICLE 1 AND CHAPTER 23, ARTICLES 2 AND 3; REPEALING PRIOR PROVISIONS OF THE SCOTTSBLUFF MUNICIPAL CODE, PROVIDING FOR PUBLICATION IN PAMPHLET FORM AND PROVIDING FOR AN EFFECTIVE DATE. He also moved that the statutory rule requiring the Ordinance be read by title on three different days be suspended. This was seconded by Mayor Gonzales. “YEAS,” Schaub, McKerrigan, and Gonzales. “NAYS,” Green and Shaver. Absent: None. The motion was not approved by three-fourths of the Council Members and therefore the Ordinance will be read by title on three different days or a second time if the same motion is introduced at the next meeting.

City Manager Kuckkahn presented the TV and Digital Public Service Announcement Contracts for KNEB and NBC Nebraska for Stormwater Public Education explaining the reoccurring Contract total is \$23,000.00; Scottsbluff’s portion is 60% or \$13,846.50. This is split between Scottsbluff, Gering and Terrytown. Council Member Green stated he does not know what this is and asked for more explanation. Legal Counsel Hadenfeldt stated this is a requirement for the MS4 permit. We have to do so many hours of community service and this complies with that. These commercials appear during local news and weather to give public education on the subject. Council Member Schaub moved, seconded by Council Member Green to approve the TV and Digital Public Service Announcement Contracts for KNEB and NBC Nebraska for Stormwater Public Education and authorize the City Manager to execute the Contracts, “YEAS,” Gonzales, Green, McKerrigan, Shaver, and Schaub. “NAYS,” None. Absent: None.

Police Chief Kevin Spencer explained the Agreement with Copier Connection for the Police Department stating it is for maintenance on one of their copy machines; the Contract is \$520.00 per year or \$44.00 per month. Council Member Shaver asked if the Contract has changed since last year. Police Chief Spencer stated he did not think so. Council Member Shaver made the motion, seconded by Council Member Schaub to approve the Agreement with Copier Connection for the Police Department and authorize the Mayor to execute the Agreement, “YEAS,” McKerrigan, Shaver, Green, Schaub, and Gonzales. “NAYS,” None. Absent: None.

Fire Chief Schingle was present to explain the Agreement between Western Nebraska Community College and the City of Scottsbluff Fire Department to allow Health Sciences Division Students obtain clinical experience by riding with the Fire Department. Mr. Schingle stated WNCC needed to make two amendments to the Agreement that was signed last year. The amendments include adding two new programs offered by the college and a change in the wording of paragraph 20, removing the word “student.” Mr. Schingle did mention during discussion that they have not had any students ride with them since the pandemic started due to classes not being conducted at the college. He also stated the updated three year Agreement will be utilized during the fall semester and will take affect when signed. Council Member Green moved, seconded by Council Member Shaver to approve the Agreement between Western Nebraska Community College and the City of Scottsbluff Fire Department to allow Health Sciences Division Students obtain clinical experience by riding with the Fire Department and authorize the Mayor to execute the Agreement, “YEAS,” Green, Schaub, Shaver, Gonzales, and McKerrigan. “NAYS,” None. Absent: None.

Regarding action on maintenance charges for year 2020 at Landers Soccer Field, Volunteer & Cleveland Fields, and 23 Club because of the COVID-19 Pandemic, Mr. Kuckkahn started by explaining

this could be a budget question. He then asked Council if the City should continue to bill these entities to use the fields or do we excuse payment in lieu of them not using the fields. He went on to add the City is still providing maintenance; staff's recommendation is to continue charging them. Council Member Shaver stated he agrees with staff, but would like to see in the next budget what it actually costs to maintain the fields. After discussion, Council consensus was to continue charging for the maintenance of the fields.

Mr. Kuckkahn started discussion on the City's response to COVID-19 by explaining the stance the City is taking with 23 Club because of the guidelines announced that youth baseball can resume in June. He explained there was a teleconference with the League of Nebraska Municipalities regarding clubs using City facilities for activities and two things were brought forward. The first was a model Resolution for Council to pass that turns the ball field over to 23 Club. He added the City, however, would still be responsible for field maintenance as the activity takes place. 23 Club would be responsible for waivers from participants, prep, insurance, separation, and controlling the bleachers; the City would not be involved in enforcing anything on the field. The other part of the update is there will be no Legion Baseball this year or adult softball.

Mr. Kuckkahn also stated, regarding COVID-19 and the City, there is a plan in place to open, but we will not rush opening the doors right now because we are providing all of our services effectively with the exception of the Library. He also added if we open and have everyone come back to work, we will need to look at having additional equipment on hand and will need to provide training with that equipment.

Legal Counsel Hadenfeldt, at the request of Mr. Kuckkahn, gave a brief explanation regarding Workman's Compensation and COVID-19. He stated any time an employee is injured or sustains an industrial illness; it has to be a direct result of their employment, adding the City does have insurance coverage with the League Association of Risk Management (LARM) to handle these types of claims. Mr. Kuckkahn further commented he wants the employees to feel that we are protecting their safety, stating the City has had cases and some close calls with cases, this exposure provides a high degree of sensitivity for employees and their families. He reiterated we are providing all of our services, even when there has been a direct impact on that service. He also added the plan the City has put in place explains the different degrees of opening and he is following the guidelines of the experts.

Council Member Schaub commented to him it feels excessive. He thinks it has gotten blown out of proportion, stating we are killing our economy; we need to get the businesses back to work.

Mayor Gonzales added he has talked to other Mayors in the area and they all want to get back to normal, but all agree to err on the side of caution.

Council Member McKerrigan told City Manager Kuckkhan he was doing a good job, stating anytime you have a business with 150 employees you have to factor in to keep them safe. She added Workman's Compensation is a huge expense for a company and as a company owner you have to protect that.

Council Member Shaver stated just opening the doors sends a message that we are open and not cowering in fear over something that is a possibility but isn't a reality at this time.

Council Member Green was concerned about the out of state cars in our area and asked if they are here because they cannot get into City Hall to get their permitting to post their business. He and Council Member Schaub asked that the City website be updated to remove the quarantine guidelines and add that Development Services is open for permitting. Mr. Kuckkahn answered the inspectors are working and

the permitting activity has been pretty vigorous; he does not know how many contractors have been turned away because they could not access the inspector. He asked to get the names of the contractors, as he does not want to stymie development in the community. After discussion, Mayor Gonzales asked Mr. Kuckkhan to update Council as the Directed Health Measures change.

Regarding establishing a future meeting location, Mayor Gonzales explained this was put on the agenda to discuss to determine if Council would want to change the location of the meetings to the Library due to the Directed Health Measures and limited amount of space at City Hall. After discussion, Council Member Schaub stated he would prefer to leave it at City Hall. Council Member Shaver agreed, stating the Library meeting room isn't much bigger to make a difference. Mayor Gonzales stated this item will be put on the June agenda; Council will conduct the June 1st meeting at the City Hall Council Chambers.

Mr. Kuckkahn brought forth discussion to extend the life of the Gering landfill by explaining a 2007 contract amendment was sent to Gering that would extend the City's ability to dump in the Gering landfill for an additional ten years. The reason that was sent over was to make it obvious we did not feel the landfill would be open for that long, estimating the date of closure to be 2026. Mr. Kuckkahn hopes that through this, both Cities' will agree that going to a private landfill would be an advantageous to both. Mr. Kuckkahn then went over the RFP submittals from Waste Connections and TDS highlighting tipping fees, transportation, starting dates, terms of contract, recycling, and roll-off service. Mr. Kuckkahn stated his intent is to come to the next meeting with a recommendation on a private entity and move our waste from the Gering facility to the private facility in the interest of adding years to the Gering landfill's useful life. He added it will take 8-10 years to get a new landfill in place and he does not know if the City wants to bail out of the partnership with Gering, as we have around \$500,000.00 in the shared account now, commenting the City could stand to save potentially in their tipping fees if they did build a new landfill. He also informed Council he is having an engineer look at the TriHydro study as a second opinion, adding we are doing this in a friendly way to see if the numbers are realistic. He would like authorization from Council to send the request for extension and if Gering does not accept, move ahead with the two RFP submittals. After discussion, Council granted authorization to send the extension to Gering and move ahead with the two RFP submittals if Gering is not willing to accept the extension.

Mayor Gonzales started discussion regarding the amended Interim City Manager Agreement between the City of Scottsbluff and Rick Kuckkahn by explaining Mr. Kuckkahn's current contract expires at the end of the month and this would be an extension of the contract until we can get a new City Manager hired. Mayor Gonzales then asked Mr. Kuckkahn if he added any changes to the contract. Mr. Kuckkahn stated one change includes some paid personal time off; a week upfront and another week in July. The only other change is to dates and references. Council Member Shaver commented he does not have any problem with time off; it is the paid time off he has a problem with. He stated part of the \$700.00 a week was so Mr. Kuckkahn did not gain any benefits, including paid time off. Council Member Schaub expressed concern with the paid vacation as well as other personnel issues. With that statement, Mr. Kuckkahn requested to go into executive session.

Council Member Shaver made the motion to go into Executive Session to protect the public interest and for the prevention of needless injury to the reputation of an individual for the purpose of discussing the evaluation of the job performance of a person when necessary to prevent needless injury to the reputation of a person and if such person has not requested a public meeting. Council Member Schaub

seconded the motion. Mayor Gonzales stated a motion has been made and seconded to go into Executive Session to protect the public interest and for the prevention of needless injury to the reputation of an individual for the purpose of conducting an evaluation of job performance while discussing the renewal of Interim City Manager Rick Kuckkahn's Contract. He then asked for a roll call vote to go into Executive Session, "YEAS," Schaub, McKerrigan, Gonzales, Green and Shaver. "NAYS," None. Absent: None. Mayor Gonzales stated the motion to go into Executive Session to protect the public interest and for the prevention of needless injury to the reputation of an individual for the purpose of conducting an evaluation of job performance while discussing the renewal of Interim City Manager Rick Kuckkahn's Contract has been adopted. Council and Interim City Manager Kuckkahn went into Executive Session at 7:30 p.m.

Council reconvened out of closed session at 8:10 p.m. as stated on the record. The following Council Members were present: Raymond Gonzales, Jeanne McKerrigan, Scott Shaver, Nathan Green and Terry Schaub. Also present were Interim City Manager Rick Kuckkahn and City Attorney Hadenfeldt. Council Member Shaver made the motion, seconded by Council Member McKerrigan to accept the amended Interim City Manager Contract with the addendum of no paid vacation. "YEAS," McKerrigan, Shaver, Green, and Gonzales. "NAYS," Schaub. Absent: None.

Under Council Reports, Council Member Schaub stated he has had no prior meetings, but he does have a WNED and a 911 Emergency Management Advisory Board Meeting this week. Council Member Shaver added he has a remote call in meeting with 911 tomorrow. Council Member McKerrigan gave an update on the Senior Center, stating they are still up on their deliveries and pickups; they have 70 on a daily basis. Mayor Gonzales commented he attended a PADD meeting last week; they are still looking for a director and working on their budget.

Council Member Schaub made the motion, seconded by Council Member Green, to adjourn the meeting at 8:12 p.m., "YEAS," Gonzales, Green, McKerrigan, Shaver, and Schaub. "NAYS," None. Absent: None.

Mayor

Attest:

City Clerk
"SEAL"

City of Scottsbluff, Nebraska

Monday, June 1, 2020

Regular Meeting

Item Consent2

Council to approve the bid specifications for the repair of hail damage of six separate buildings within the Transportation Facility located at 1105 3rd Avenue and authorize the city clerk to advertise for bids to be received by July 8, 2020 at 2:00 p.m.

Staff Contact: Kim Wright, City Clerk

**Advertisement for Bids
City of Scottsbluff Transportation Facility Hail Damage Repair**

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

Sealed Bids for the repair of hail damage of six separate buildings within the Transportation Facility located at 1105 3rd Avenue for the City of Scottsbluff, will be received by Kimberley Wright, City Clerk at City Hall, 2525 Circle Drive, Scottsbluff, Nebraska or at M.C. Schaff & Associates 818 S. Beltline Hwy East, Scottsbluff, Nebraska until 2:00 P.M., (Local Time) July 8, 2020, and then at said office publicly opened and read aloud.

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

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

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

/s/ Kimberley Wright
City Clerk

Publish three times:
6/19/20; 6/26/20; 7/3/20
One affidavit of publication requested

City of Scottsbluff, Nebraska

Monday, June 1, 2020

Regular Meeting

Item Claims1

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

Staff Contact: Liz Hilyard, Finance Director



Expense Approval Report

By Vendor Name

Post Dates 05/19/2020 - 06/01/2020

Description (Payable)	Account Name	Amount
Vendor: 10123 - 26 GROUP, LLC		
Fund: 321 - TIF PROJECTS		
TIF 4-30-20 26 GROUP FUEL	DEBT SVC (INT) - TIF	5,705.00
Fund 321 - TIF PROJECTS Total:		5,705.00
Vendor 10123 - 26 GROUP, LLC Total:		5,705.00
Vendor: 02583 - ADVANCE AUTO PARTS		
Fund: 111 - GENERAL		
BATTERY CHARGER FOR STATI...	DEPARTMENT SUPPLIES	100.49
Fund 111 - GENERAL Total:		100.49
Fund: 725 - CENTRAL GARAGE		
POLICE #4- OIL FILTER	EQUIPMENT MAINTENANCE	3.14
POLICE #14- OIL AND AIR FILTER	EQUIPMENT MAINTENANCE	14.74
POLICE #26 OIL AND AIR FILTER	EQUIPMENT MAINTENANCE	14.74
Fund 725 - CENTRAL GARAGE Total:		32.62
Vendor 02583 - ADVANCE AUTO PARTS Total:		133.11
Vendor: 07593 - AIRPORT DEVELOPMENT,LLC		
Fund: 321 - TIF PROJECTS		
TIF 4-30-20 AIRORT REDEV	DEBT SVC (INT) - TIF	8,381.31
Fund 321 - TIF PROJECTS Total:		8,381.31
Vendor 07593 - AIRPORT DEVELOPMENT,LLC Total:		8,381.31
Vendor: 03711 - AMAZON.COM HEADQUARTERS		
Fund: 111 - GENERAL		
DEPT SUPP	DEPARTMENT SUPPLIES	35.85
Misc.	DEPARTMENT SUPPLIES	180.65
Misc.	JANITORIAL SUPPLIES	12.26
Misc.	BOOKS	16.40
Misc.	PROGRAMMING	521.61
Fund 111 - GENERAL Total:		766.77
Fund: 211 - REGIONAL LIBRARY		
Misc.	BOOKS	106.90
Fund 211 - REGIONAL LIBRARY Total:		106.90
Vendor 03711 - AMAZON.COM HEADQUARTERS Total:		873.67
Vendor: 04575 - AUTOZONE STORES, INC		
Fund: 212 - TRANSPORTATION		
SUPP - SLIME SEALANT	DEPARTMENT SUPPLIES	18.98
Fund 212 - TRANSPORTATION Total:		18.98
Vendor 04575 - AUTOZONE STORES, INC Total:		18.98
Vendor: 00295 - B & H INVESTMENTS, INC		
Fund: 111 - GENERAL		
BLDG MAINT-PD	BUILDING MAINTENANCE	15.50
BLDG MAINT-PD	BUILDING MAINTENANCE	15.50
BLDG MAINT-PD	BUILDING MAINTENANCE	10.75
BLDG MAINT-PD	BUILDING MAINTENANCE	10.75
Fund 111 - GENERAL Total:		52.50
Vendor 00295 - B & H INVESTMENTS, INC Total:		52.50
Vendor: 09716 - BLACK HILLS GAS DISTRIBUTION LLC		
Fund: 111 - GENERAL		
Monthly Energy Bill	HEATING FUEL	146.61
Monthly Energy Bill	HEATING FUEL	93.27
Monthly Energy Bill	HEATING FUEL	93.27

Expense Approval Report

Post Dates: 05/19/2020 - 06/01/2020

Description (Payable)	Account Name	Amount
Monthly Energy Bill	HEATING FUEL	65.09
Monthly Energy Bill	HEATING FUEL	119.27
Monthly Energy Bill	HEATING FUEL	51.64
Monthly Energy Bill	HEATING FUEL	110.13
Fund 111 - GENERAL Total:		679.28
Fund: 212 - TRANSPORTATION		
Monthly Energy Bill	HEATING FUEL	304.51
Fund 212 - TRANSPORTATION Total:		304.51
Fund: 621 - ENVIRONMENTAL SERVICES		
Monthly Energy Bill	HEATING FUEL	43.37
Fund 621 - ENVIRONMENTAL SERVICES Total:		43.37
Fund: 641 - WATER		
Monthly Energy Bill	HEATING FUEL	125.85
Fund 641 - WATER Total:		125.85
Fund: 725 - CENTRAL GARAGE		
Monthly Energy Bill	HEATING FUEL	55.78
Fund 725 - CENTRAL GARAGE Total:		55.78
Vendor 09716 - BLACK HILLS GAS DISTRIBUTION LLC Total:		1,208.79
Vendor: 00405 - BLUFFS FACILITY SOLUTIONS		
Fund: 111 - GENERAL		
JANITORIAL SUPP PARK	JANITORIAL SUPPLIES	275.86
Fund 111 - GENERAL Total:		275.86
Fund: 212 - TRANSPORTATION		
SUPP -DISINFECTANT	DEPARTMENT SUPPLIES	212.86
Fund 212 - TRANSPORTATION Total:		212.86
Vendor 00405 - BLUFFS FACILITY SOLUTIONS Total:		488.72
Vendor: 10144 - CAMPBELL DAVID		
Fund: 631 - WASTEWATER		
LICENSE & PERMITS	LICENSE/PERMITS	59.50
LICENSE & PERMITS	LICENSE/PERMITS	115.00
LICENSE & PERMITS	LICENSE/PERMITS	115.00
Fund 631 - WASTEWATER Total:		289.50
Vendor 10144 - CAMPBELL DAVID Total:		289.50
Vendor: 07911 - CELLCO PARTNERSHIP		
Fund: 111 - GENERAL		
MAY CELLULAR PHONE	CELLULAR PHONE	261.38
WIFI FOR MOBILE CMD	PHONE & INTERNET	43.62
CELL PHONES-PD	PHONE & INTERNET	1,300.54
Fund 111 - GENERAL Total:		1,605.54
Vendor 07911 - CELLCO PARTNERSHIP Total:		1,605.54
Vendor: 08610 - CENTURION HOLDINGS LLC		
Fund: 111 - GENERAL		
Cont. srvc.	CONTRACTUAL SERVICES	225.00
Fund 111 - GENERAL Total:		225.00
Vendor 08610 - CENTURION HOLDINGS LLC Total:		225.00
Vendor: 02396 - CITIBANK N.A.		
Fund: 111 - GENERAL		
DEPT SUPPL-PD	DEPARTMENT SUPPLIES	13.98
DEPT SUPP PARK	DEPARTMENT SUPPLIES	233.56
Fund 111 - GENERAL Total:		247.54
Fund: 661 - STORMWATER		
DEPT SUP	DEPARTMENT SUPPLIES	14.79
Fund 661 - STORMWATER Total:		14.79

Expense Approval Report

Post Dates: 05/19/2020 - 06/01/2020

Description (Payable)	Account Name	Amount
Fund: 721 - GIS SERVICES		
PRINTER INKS, MOUSE PAD & ...	DEPARTMENT SUPPLIES	122.96
Fund 721 - GIS SERVICES Total:		122.96
Vendor 02396 - CITIBANK N.A. Total:		385.29
Vendor: 03010 - COLONIAL LIFE & ACCIDENT INSURANCE COMPANY		
Fund: 713 - CASH & INVESTMENT POOL		
INSURANCE	LIFE INS EE PAYABLE	22.75
INSURANCE	DIS INC INS EE PAYABLE	25.95
Fund 713 - CASH & INVESTMENT POOL Total:		48.70
Vendor 03010 - COLONIAL LIFE & ACCIDENT INSURANCE COMPANY Total:		48.70
Vendor: 00267 - CONTRACTORS MATERIALS INC.		
Fund: 111 - GENERAL		
DEPT SUPP PARK	DEPARTMENT SUPPLIES	169.34
Fund 111 - GENERAL Total:		169.34
Fund: 212 - TRANSPORTATION		
SUPP - MARKERS FOR SEAL COA...	STREET REPAIR SUPPLIES	992.84
SUPP - EDGER & VESTS	DEPARTMENT SUPPLIES	146.71
Fund 212 - TRANSPORTATION Total:		1,139.55
Vendor 00267 - CONTRACTORS MATERIALS INC. Total:		1,308.89
Vendor: 06564 - CREDIT MANAGEMENT SERVICES INC.		
Fund: 713 - CASH & INVESTMENT POOL		
WAGE ATTACHMENT	WAGE ATTACHMENT EE PAY	210.21
Fund 713 - CASH & INVESTMENT POOL Total:		210.21
Vendor 06564 - CREDIT MANAGEMENT SERVICES INC. Total:		210.21
Vendor: 07689 - CYNTHIA GREEN		
Fund: 111 - GENERAL		
DEPT SUPP ADM	DEPARTMENT SUPPLIES	67.62
Fund 111 - GENERAL Total:		67.62
Vendor 07689 - CYNTHIA GREEN Total:		67.62
Vendor: 00234 - D & H ELECTRONICS INC.		
Fund: 111 - GENERAL		
TERMINAL BLOCK AND STRIP, C...	DEPARTMENT SUPPLIES	32.60
Fund 111 - GENERAL Total:		32.60
Vendor 00234 - D & H ELECTRONICS INC. Total:		32.60
Vendor: 03321 - DALE'S TIRE & RETREADING, INC.		
Fund: 111 - GENERAL		
EQUIP MAINT PARK	EQUIPMENT MAINTENANCE	19.00
EQUIP MAINT PARK	EQUIPMENT MAINTENANCE	37.64
Fund 111 - GENERAL Total:		56.64
Vendor 03321 - DALE'S TIRE & RETREADING, INC. Total:		56.64
Vendor: 00404 - DAS STATE ACCOUNTING-CENTRAL FINANCE		
Fund: 111 - GENERAL		
Monthly Long Distance	PHONE & INTERNET	6.27
Monthly Long Distance	PHONE & INTERNET	7.30
Monthly Long Distance	PHONE & INTERNET	8.10
Monthly Long Distance	PHONE & INTERNET	1.08
Monthly Long Distance	PHONE & INTERNET	2.63
Monthly Long Distance	PHONE & INTERNET	61.69
Monthly Long Distance	PHONE & INTERNET	42.57
Monthly Long Distance	PHONE & INTERNET	5.64
Monthly Long Distance	PHONE & INTERNET	2.35
Monthly Long Distance	PHONE & INTERNET	2.35
LONG DISTANCE	PHONE & INTERNET	1.49
Fund 111 - GENERAL Total:		141.47

Expense Approval Report

Post Dates: 05/19/2020 - 06/01/2020

Description (Payable)	Account Name	Amount
Fund: 212 - TRANSPORTATION		
Monthly Long Distance	PHONE & INTERNET	6.11
Fund 212 - TRANSPORTATION Total:		6.11
Fund: 213 - CEMETERY		
Monthly Long Distance	PHONE & INTERNET	1.42
Fund 213 - CEMETERY Total:		1.42
Fund: 224 - ECONOMIC DEVELOPMENT		
Monthly Long Distance	PHONE & INTERNET	9.27
Fund 224 - ECONOMIC DEVELOPMENT Total:		9.27
Fund: 621 - ENVIRONMENTAL SERVICES		
Monthly Long Distance	PHONE & INTERNET	2.90
Fund 621 - ENVIRONMENTAL SERVICES Total:		2.90
Fund: 631 - WASTEWATER		
Monthly Long Distance	PHONE & INTERNET	6.13
Fund 631 - WASTEWATER Total:		6.13
Fund: 641 - WATER		
Monthly Long Distance	PHONE & INTERNET	2.24
Fund 641 - WATER Total:		2.24
Fund: 661 - STORMWATER		
Monthly Long Distance	PHONE & INTERNET	0.47
Fund 661 - STORMWATER Total:		0.47
Fund: 721 - GIS SERVICES		
Monthly Long Distance	PHONE & INTERNET	0.47
Fund 721 - GIS SERVICES Total:		0.47
Fund: 725 - CENTRAL GARAGE		
Monthly Long Distance	PHONE & INTERNET	0.61
Fund 725 - CENTRAL GARAGE Total:		0.61
Vendor 00404 - DAS STATE ACCOUNTING-CENTRAL FINANCE Total:		171.09
Vendor: 03950 - ENERGY LABORATORIES, INC DEPT 6250		
Fund: 641 - WATER		
SAMPLES	SAMPLES	135.00
Fund 641 - WATER Total:		135.00
Vendor 03950 - ENERGY LABORATORIES, INC DEPT 6250 Total:		135.00
Vendor: 02460 - FASTENAL COMPANY		
Fund: 111 - GENERAL		
DEPT SUPP PARK	DEPARTMENT SUPPLIES	208.87
Fund 111 - GENERAL Total:		208.87
Vendor 02460 - FASTENAL COMPANY Total:		208.87
Vendor: 00548 - FEDERAL EXPRESS CORPORATION		
Fund: 111 - GENERAL		
postage	POSTAGE	62.83
Fund 111 - GENERAL Total:		62.83
Fund: 631 - WASTEWATER		
POSTAGE	POSTAGE	77.54
Fund 631 - WASTEWATER Total:		77.54
Fund: 641 - WATER		
POSTAGE	POSTAGE	231.00
Fund 641 - WATER Total:		231.00
Vendor 00548 - FEDERAL EXPRESS CORPORATION Total:		371.37
Vendor: 00060 - FRANCISCO'S BUMPER TO BUMPER INC		
Fund: 111 - GENERAL		
TOW SERVICE-PD	CONTRACTUAL SERVICES	220.00
Fund 111 - GENERAL Total:		220.00
Vendor 00060 - FRANCISCO'S BUMPER TO BUMPER INC Total:		220.00

Expense Approval Report

Post Dates: 05/19/2020 - 06/01/2020

Description (Payable)	Account Name	Amount
Vendor: 10145 - GARY'S ALLIANCE		
Fund: 111 - GENERAL		
REIMB FOR PERMIT	PERMITS	168.00
Fund 111 - GENERAL Total:		168.00
Vendor 10145 - GARY'S ALLIANCE Total:		168.00
Vendor: 00022 - GENERAL ELECTRIC CAPITAL CORPORATION		
Fund: 111 - GENERAL		
DETERGENT, ANTIFREEZE	DEPARTMENT SUPPLIES	32.34
DRINKING WATER	DEPARTMENT SUPPLIES	15.92
AUTOMOTIVE SOAP	DEPARTMENT SUPPLIES	17.41
Fund 111 - GENERAL Total:		65.67
Vendor 00022 - GENERAL ELECTRIC CAPITAL CORPORATION Total:		65.67
Vendor: 00602 - GENERAL TRAFFIC CONTROLS, INC		
Fund: 212 - TRANSPORTATION		
CAMERA & CONTROLLER FOR 2...	ELECTRICAL MAINTENANCE	22,170.00
Fund 212 - TRANSPORTATION Total:		22,170.00
Vendor 00602 - GENERAL TRAFFIC CONTROLS, INC Total:		22,170.00
Vendor: 04371 - HAWKINS, INC.		
Fund: 641 - WATER		
CHEMICALS	CHEMICALS	2,222.11
Fund 641 - WATER Total:		2,222.11
Vendor 04371 - HAWKINS, INC. Total:		2,222.11
Vendor: 05667 - HOA SOLUTIONS, INC		
Fund: 631 - WASTEWATER		
EQUIP MAINT	EQUIPMENT MAINTENANCE	26.27
Fund 631 - WASTEWATER Total:		26.27
Vendor 05667 - HOA SOLUTIONS, INC Total:		26.27
Vendor: 00299 - HULLINGER GLASS & LOCKS INC.		
Fund: 111 - GENERAL		
BLDG MAINT-PD	BUILDING MAINTENANCE	203.55
BLDG MAINT-PD	BUILDING MAINTENANCE	203.55
DEPT SUPP PARK	DEPARTMENT SUPPLIES	8.25
GROUND MAINT PARK	GROUPS MAINTENANCE	168.00
VEH MAINT-PD	VEHICLE MAINTENANCE	16.00
Fund 111 - GENERAL Total:		599.35
Vendor 00299 - HULLINGER GLASS & LOCKS INC. Total:		599.35
Vendor: 00525 - IDEAL LAUNDRY AND CLEANERS, INC.		
Fund: 725 - CENTRAL GARAGE		
CENTRAL GARAGE- RUGS & SH...	DEPARTMENT SUPPLIES	34.79
Fund 725 - CENTRAL GARAGE Total:		34.79
Vendor 00525 - IDEAL LAUNDRY AND CLEANERS, INC. Total:		34.79
Vendor: 00937 - INDEPENDENT PLUMBING AND HEATING, INC		
Fund: 111 - GENERAL		
GROUND MAINT PARK	GROUPS MAINTENANCE	430.45
GROUND MAINT PARK	GROUPS MAINTENANCE	217.80
GROUND MAINT PARK	GROUPS MAINTENANCE	217.80
GROUND MAINT PARK	GROUPS MAINTENANCE	87.20
GROUND MAINT PARK	GROUPS MAINTENANCE	35.40
Fund 111 - GENERAL Total:		988.65
Vendor 00937 - INDEPENDENT PLUMBING AND HEATING, INC Total:		988.65

Expense Approval Report

Post Dates: 05/19/2020 - 06/01/2020

Description (Payable)	Account Name	Amount
Vendor: 02578 - INFINITY CONSTRUCTION, INC.		
Fund: 631 - WASTEWATER		
FACILITY REPAIR	FACILITY REPAIRS	32,220.50
Fund 631 - WASTEWATER Total:		32,220.50
Vendor 02578 - INFINITY CONSTRUCTION, INC. Total:		32,220.50
Vendor: 08154 - INTERNAL REVENUE SERVICE		
Fund: 713 - CASH & INVESTMENT POOL		
WITHHOLDINGS	MEDICARE W/H EE PAYABLE	3,887.45
WITHHOLDINGS	MEDICARE W/H EE PAYABLE	3,887.45
WITHHOLDINGS	FICA W/H EE PAYABLE	13,914.25
WITHHOLDINGS	FICA W/H EE PAYABLE	13,914.25
WITHHOLDINGS	FED W/H EE PAYABLE	23,217.27
Fund 713 - CASH & INVESTMENT POOL Total:		58,820.67
Vendor 08154 - INTERNAL REVENUE SERVICE Total:		58,820.67
Vendor: 08525 - INTRALINKS, INC		
Fund: 111 - GENERAL		
DATTO ALTO - LIBRARY MAY 20...	CONTRACTUAL SERVICES	218.00
DATTO SIRIS - CITY HALL MAY 2...	CONTRACTUAL SERVICES	1,149.00
DATTO SIRIS - POLICE MAY 2020	CONTRACTUAL SERVICES	1,149.00
EQUIP MAINT-PD	EQUIPMENT MAINTENANCE	346.66
EQUIP MAINT-PD	EQUIPMENT MAINTENANCE	8.37
APC SMART-UPS	DEPARTMENT SUPPLIES	550.74
Fund 111 - GENERAL Total:		3,421.77
Fund: 641 - WATER		
DATTO ALTO - WATER MAY 2020	CONTRACTUAL SERVICES	119.00
Fund 641 - WATER Total:		119.00
Vendor 08525 - INTRALINKS, INC Total:		3,540.77
Vendor: 00192 - J G ELLIOTT CO.INC.		
Fund: 111 - GENERAL		
NOTARY BLANKET E & O - REN...	DEPARTMENT SUPPLIES	16.25
NOTARY BLANKET E & O - REN...	BONDING	48.75
NOTARY BLANKET E & O - REN...	BONDING	308.75
NOTARY BOND-PD	BONDING	70.00
Fund 111 - GENERAL Total:		443.75
Fund: 213 - CEMETERY		
NOTARY BLANKET E & O - REN...	BONDING	16.25
Fund 213 - CEMETERY Total:		16.25
Vendor 00192 - J G ELLIOTT CO.INC. Total:		460.00
Vendor: 06131 - JOHN DEERE FINANCIAL		
Fund: 111 - GENERAL		
DEPT SUPP PARK	DEPARTMENT SUPPLIES	393.34
DEPT SUPP PARK	DEPARTMENT SUPPLIES	57.70
Fund 111 - GENERAL Total:		451.04
Fund: 212 - TRANSPORTATION		
SUPP - ROUND UP	DEPARTMENT SUPPLIES	119.98
SUPP - ROUND UP & HAND SAN...	DEPARTMENT SUPPLIES	325.83
SUPP - HAND SANITIZER	DEPARTMENT SUPPLIES	170.89
Fund 212 - TRANSPORTATION Total:		616.70
Fund: 213 - CEMETERY		
DEPT SUPP CEM	DEPARTMENT SUPPLIES	58.96
DEPT SUPP CEM	DEPARTMENT SUPPLIES	-17.99
Fund 213 - CEMETERY Total:		40.97
Vendor 06131 - JOHN DEERE FINANCIAL Total:		1,108.71

Expense Approval Report

Post Dates: 05/19/2020 - 06/01/2020

Description (Payable)	Account Name	Amount
Vendor: 09474 - JOHN DEERE FINANCIAL		
Fund: 111 - GENERAL		
EQUIP MAINT PARK	EQUIPMENT MAINTENANCE	71.20
Fund 111 - GENERAL Total:		71.20
Vendor 09474 - JOHN DEERE FINANCIAL Total:		71.20
Vendor: 01170 - KEMBEL SAND & GRAVEL COMPANY		
Fund: 213 - CEMETERY		
DEPT SUPP CEM	DEPARTMENT SUPPLIES	75.50
Fund 213 - CEMETERY Total:		75.50
Vendor 01170 - KEMBEL SAND & GRAVEL COMPANY Total:		75.50
Vendor: 09747 - KNOW HOW LLC		
Fund: 111 - GENERAL		
BATTERY FOR UTV POWERSPOR...	DEPARTMENT SUPPLIES	117.88
Fund 111 - GENERAL Total:		117.88
Fund: 725 - CENTRAL GARAGE		
POLICE #10- AIR DOOR ACTUAT...	EQUIPMENT MAINTENANCE	21.88
POLICE #4- ERASER PADS	EQUIPMENT MAINTENANCE	49.28
POLICE #4- 3M PRODUCTS	EQUIPMENT MAINTENANCE	24.04
CENTRAL GARAGE- SMALL RIM	DEPARTMENT SUPPLIES	18.67
Fund 725 - CENTRAL GARAGE Total:		113.87
Vendor 09747 - KNOW HOW LLC Total:		231.75
Vendor: 04892 - LEAGUE ASSOCIATION OF RISK MANAGEMENT		
Fund: 111 - GENERAL		
FY18-19 WORK COMP PREMIU...	WORKERS COMPENSATION	-64.63
FY18-19 WORK COMP PREMIU...	WORKERS COMPENSATION	19.95
FY18-19 WORK COMP PREMIU...	WORKERS COMPENSATION	11.95
FY18-19 WORK COMP PREMIU...	WORKERS COMPENSATION	5,203.65
FY18-19 WORK COMP PREMIU...	WORKERS COMPENSATION	2,406.68
FY18-19 WORK COMP PREMIU...	WORKERS COMPENSATION	-1.33
FY18-19 WORK COMP PREMIU...	WORKERS COMPENSATION	282.06
FY18-19 WORK COMP PREMIU...	WORKERS COMPENSATION	183.27
Fund 111 - GENERAL Total:		8,041.60
Fund: 212 - TRANSPORTATION		
FY18-19 WORK COMP PREMIU...	WORKERS COMPENSATION	2,831.78
Fund 212 - TRANSPORTATION Total:		2,831.78
Fund: 213 - CEMETERY		
FY18-19 WORK COMP PREMIU...	WORKERS COMPENSATION	51.15
Fund 213 - CEMETERY Total:		51.15
Fund: 224 - ECONOMIC DEVELOPMENT		
FY18-19 WORK COMP PREMIU...	WORKERS COMPENSATION	-3.59
Fund 224 - ECONOMIC DEVELOPMENT Total:		-3.59
Fund: 621 - ENVIRONMENTAL SERVICES		
FY18-19 WORK COMP PREMIU...	WORKERS COMPENSATION	-2,854.97
Fund 621 - ENVIRONMENTAL SERVICES Total:		-2,854.97
Fund: 631 - WASTEWATER		
FY18-19 WORK COMP PREMIU...	WORKERS COMPENSATION	-457.55
Fund 631 - WASTEWATER Total:		-457.55
Fund: 641 - WATER		
FY18-19 WORK COMP PREMIU...	WORKERS COMPENSATION	-1,311.91
Fund 641 - WATER Total:		-1,311.91
Fund: 721 - GIS SERVICES		
FY18-19 WORK COMP PREMIU...	WORKERS COMPENSATION	-1.73
Fund 721 - GIS SERVICES Total:		-1.73
Vendor 04892 - LEAGUE ASSOCIATION OF RISK MANAGEMENT Total:		6,294.78

Expense Approval Report

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Description (Payable)	Account Name	Amount
Vendor: 07607 - LINCOLN JOURNAL STAR		
Fund: 111 - GENERAL		
Sbscrp. - Acct#118-00057422	SUBSCRIPTIONS	990.00
Fund 111 - GENERAL Total:		990.00
Vendor 07607 - LINCOLN JOURNAL STAR Total:		990.00
Vendor: 00242 - M.C. SCHAFF & ASSOCIATES, INC		
Fund: 631 - WASTEWATER		
FACILITY REPAIR	FACILITY REPAIRS	5,057.20
Fund 631 - WASTEWATER Total:		5,057.20
Vendor 00242 - M.C. SCHAFF & ASSOCIATES, INC Total:		5,057.20
Vendor: 09760 - MACQUEEN EQUIPMENT INC		
Fund: 631 - WASTEWATER		
EQUIP MAINT	EQUIPMENT MAINTENANCE	818.99
EQUIP MAINT	EQUIPMENT MAINTENANCE	1,681.38
Fund 631 - WASTEWATER Total:		2,500.37
Vendor 09760 - MACQUEEN EQUIPMENT INC Total:		2,500.37
Vendor: 07628 - MENARDS, INC		
Fund: 111 - GENERAL		
DRINKING WATER AND DETERG...	DEPARTMENT SUPPLIES	44.70
DEPT SUPP PARK	DEPARTMENT SUPPLIES	6.08
DEPT SUPP PARK	DEPARTMENT SUPPLIES	71.02
BATTERIES AND DRIVER BITS	DEPARTMENT SUPPLIES	21.45
BOLTS AND WASHERS FOR BAT...	DEPARTMENT SUPPLIES	6.00
Fund 111 - GENERAL Total:		149.25
Fund: 213 - CEMETERY		
DEPT SUPP CEM	DEPARTMENT SUPPLIES	94.72
DEPT SUPP CEM	DEPARTMENT SUPPLIES	25.97
Fund 213 - CEMETERY Total:		120.69
Vendor 07628 - MENARDS, INC Total:		269.94
Vendor: 04082 - NE CHILD SUPPORT PAYMENT CENTER		
Fund: 713 - CASH & INVESTMENT POOL		
NE CHILD SUPPORT PYBLE	CHILD SUPPORT EE PAY	916.60
Fund 713 - CASH & INVESTMENT POOL Total:		916.60
Vendor 04082 - NE CHILD SUPPORT PAYMENT CENTER Total:		916.60
Vendor: 00233 - NE DEPT OF ENVIRONMENTAL CONTR		
Fund: 631 - WASTEWATER		
LOAN PAYMENT	ADMIN COSTS & FEES	1,065.79
LOAN PAYMENT	DEBT SERVICE-PRINCIPAL	163,994.39
LOAN PAYMENT	DEBT SERVICE-INTEREST	4,984.91
Fund 631 - WASTEWATER Total:		170,045.09
Vendor 00233 - NE DEPT OF ENVIRONMENTAL CONTR Total:		170,045.09
Vendor: 00797 - NE DEPT OF REVENUE		
Fund: 111 - GENERAL		
SALES TAX	SALES TAX PAYABLE	108.10
Fund 111 - GENERAL Total:		108.10
Fund: 641 - WATER		
SALES TAX	SALES TAX PAYABLE	12,363.90
SALES TAX	SALES TAX PAYABLE	8,294.00
Fund 641 - WATER Total:		20,657.90
Fund: 661 - STORMWATER		
SALES TAX	SALES TAX PAYABLE	683.44
Fund 661 - STORMWATER Total:		683.44
Vendor 00797 - NE DEPT OF REVENUE Total:		21,449.44

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Description (Payable)	Account Name	Amount
Vendor: 00731 - NE.DEPT. OF LABOR UNEMPLOYMENT		
Fund: 811 - UNEMPLOYMENT COMP		
UNEMPLOYMENT	PAYMENT TO STATE	230.00
Fund 811 - UNEMPLOYMENT COMP Total:		230.00
Vendor 00731 - NE.DEPT. OF LABOR UNEMPLOYMENT Total:		230.00
Vendor: 00402 - NEBRASKA MACHINERY CO		
Fund: 111 - GENERAL		
EQUIP MAINT ADM	EQUIPMENT MAINTENANCE	1,013.00
BLDG MAINT-PD	BUILDING MAINTENANCE	594.50
BLDG MAINT-PD	BUILDING MAINTENANCE	594.50
Fund 111 - GENERAL Total:		2,202.00
Vendor 00402 - NEBRASKA MACHINERY CO Total:		2,202.00
Vendor: 00578 - NEBRASKA PUBLIC POWER DISTRICT		
Fund: 631 - WASTEWATER		
ELECTRICITY	ELECTRIC POWER	12,473.07
ELECTRICITY	ELECTRIC POWER	175.87
Fund 631 - WASTEWATER Total:		12,648.94
Fund: 641 - WATER		
ELECTRICITY	ELECTRIC POWER	1,352.56
ELECTRICITY	ELECTRIC POWER	4,228.26
Fund 641 - WATER Total:		5,580.82
Vendor 00578 - NEBRASKA PUBLIC POWER DISTRICT Total:		18,229.76
Vendor: 09409 - NETWORKFLEET, INC		
Fund: 212 - TRANSPORTATION		
GPS SERVICE	DEPARTMENT SUPPLIES	-39.74
GPS SERVICE	DEPARTMENT SUPPLIES	113.70
Fund 212 - TRANSPORTATION Total:		73.96
Fund: 631 - WASTEWATER		
CONTRACTUAL SVC	CONTRACTUAL SERVICES	49.35
Fund 631 - WASTEWATER Total:		49.35
Fund: 641 - WATER		
CONTRACTUAL SVC	CONTRACTUAL SERVICES	32.90
Fund 641 - WATER Total:		32.90
Fund: 725 - CENTRAL GARAGE		
ES- SENSOR HARNESS	EQUIPMENT MAINTENANCE	10.00
Fund 725 - CENTRAL GARAGE Total:		10.00
Vendor 09409 - NETWORKFLEET, INC Total:		166.21
Vendor: 00139 - NORTHWEST PIPE FITTINGS, INC. OF SCOTTSBLUFF		
Fund: 111 - GENERAL		
GROUND MAINT PARK	GROUNDS MAINTENANCE	118.43
GROUND MAINT PARK	GROUNDS MAINTENANCE	63.06
GROUND MAINT PARK	GROUNDS MAINTENANCE	98.31
GROUND MAINT PARK	GROUNDS MAINTENANCE	155.88
Fund 111 - GENERAL Total:		435.68
Vendor 00139 - NORTHWEST PIPE FITTINGS, INC. OF SCOTTSBLUFF Total:		435.68
Vendor: 01757 - OCLC ONLINE COMPUTER LIBRARY CENTER, INC		
Fund: 111 - GENERAL		
Cont. srvc.	CONTRACTUAL SERVICES	378.16
Fund 111 - GENERAL Total:		378.16
Vendor 01757 - OCLC ONLINE COMPUTER LIBRARY CENTER, INC Total:		378.16

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Description (Payable)	Account Name	Amount
Vendor: 00660 - PANHANDLE CLERK'S ASSOC		
Fund: 111 - GENERAL		
DUES - KIM WRIGHT & CHRIS B...	MEMBERSHIPS	40.00
Fund 111 - GENERAL Total:		40.00
Vendor 00660 - PANHANDLE CLERK'S ASSOC Total:		40.00
Vendor: 00487 - PANHANDLE ENVIRONMENTAL SERVICES INC		
Fund: 631 - WASTEWATER		
CONTRACTUAL SVC	CONTRACTUAL SERVICES	93.00
Fund 631 - WASTEWATER Total:		93.00
Fund: 641 - WATER		
SAMPLES	SAMPLES	80.00
SAMPLES	SAMPLES	80.00
SAMPLES	SAMPLES	66.00
Fund 641 - WATER Total:		226.00
Vendor 00487 - PANHANDLE ENVIRONMENTAL SERVICES INC Total:		319.00
Vendor: 00017 - PANHANDLE HUMANE SOCIETY		
Fund: 111 - GENERAL		
ECONOMIC DEV	CONTRACTUAL SERVICES	5,278.08
Fund 111 - GENERAL Total:		5,278.08
Vendor 00017 - PANHANDLE HUMANE SOCIETY Total:		5,278.08
Vendor: 09904 - PH&S PRODUCTS LLC		
Fund: 111 - GENERAL		
INVEST SUPPL-PD	INVESTIGATIVE EXPENSES	135.00
INVEST SUPPL-PD	INVESTIGATIVE EXPENSES	45.00
Fund 111 - GENERAL Total:		180.00
Vendor 09904 - PH&S PRODUCTS LLC Total:		180.00
Vendor: 01276 - PLATTE VALLEY BANK		
Fund: 321 - TIF PROJECTS		
TIF 4/30/20 PLATTE VALLEY ADD..	DEBT SVC (INT) - TIF	7,537.87
TIF 4-30-20 FAIRFIELD INN RED...	DEBT SVC(PRINC) - TIF	33,274.26
TIF 4-30-20 FAIRFIELD INN RED...	DEBT SVC (INT) - TIF	24,226.96
Fund 321 - TIF PROJECTS Total:		65,039.09
Fund: 713 - CASH & INVESTMENT POOL		
HEALTH SAVINGS ACCOUNT	HSA EE PAYABLE	10,489.50
Fund 713 - CASH & INVESTMENT POOL Total:		10,489.50
Vendor 01276 - PLATTE VALLEY BANK Total:		75,528.59
Vendor: 09120 - QUADLENT INC		
Fund: 111 - GENERAL		
MONTHLY LEASE	RENT-MACHINES	45.00
Fund 111 - GENERAL Total:		45.00
Vendor 09120 - QUADLENT INC Total:		45.00
Vendor: 00266 - QUILL CORPORATION		
Fund: 111 - GENERAL		
DEPT SUPPL-PD	DEPARTMENT SUPPLIES	18.45
DEPT SUPPL-PD	DEPARTMENT SUPPLIES	18.45
DEPT SUPPL-PD	DEPARTMENT SUPPLIES	12.58
DEPT SUPPL-PD	DEPARTMENT SUPPLIES	16.54
DEPT SUPPL-PD	DEPARTMENT SUPPLIES	12.58
DEPT SUPPL-PD	DEPARTMENT SUPPLIES	42.90
DEPT SUPPL-PD	DEPARTMENT SUPPLIES	47.99
DEPT SUPPL-PD	DEPARTMENT SUPPLIES	198.90
DEPT SUPPL-PD	DEPARTMENT SUPPLIES	50.99
DEPT SUPPL-PD	DEPARTMENT SUPPLIES	50.99
DEPT SUPPL-PD	DEPARTMENT SUPPLIES	49.98

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Description (Payable)	Account Name	Amount
DEPT SUPPL-PD	DEPARTMENT SUPPLIES	47.99
Fund 111 - GENERAL Total:		568.34
Vendor 00266 - QUILL CORPORATION Total:		568.34
Vendor: 09707 - RAHMIG CLAYTON		
Fund: 631 - WASTEWATER		
LICENSE & PERMITS	LICENSE/PERMITS	59.50
SCHOOLS & CONF	SCHOOL & CONFERENCE	45.00
Fund 631 - WASTEWATER Total:		104.50
Vendor 09707 - RAHMIG CLAYTON Total:		104.50
Vendor: 10146 - RAMIREZ ALEXA		
Fund: 111 - GENERAL		
REFUND FOR PARK RESERVATI...	PARK SHELTER FEE	50.00
Fund 111 - GENERAL Total:		50.00
Vendor 10146 - RAMIREZ ALEXA Total:		50.00
Vendor: 04089 - REGIONAL CARE INC		
Fund: 812 - HEALTH INSURANCE		
FLEX FUNDING	FLEXIBLE BENFT EXPENSES	779.00
HEALTH INS. PREMIUM - JUNE ...	PREMIUM EXPENSE	39,539.73
CLAIMS	CLAIMS EXPENSE	216.47
Fund 812 - HEALTH INSURANCE Total:		40,535.20
Vendor 04089 - REGIONAL CARE INC Total:		40,535.20
Vendor: 00366 - ROOSEVELT PUBLIC POWER DISTRICT		
Fund: 641 - WATER		
ELECTRICITY	ELECTRIC POWER	2,616.84
Fund 641 - WATER Total:		2,616.84
Vendor 00366 - ROOSEVELT PUBLIC POWER DISTRICT Total:		2,616.84
Vendor: 09997 - RURAL HEALTH DEVELOPMENT, INC.		
Fund: 224 - ECONOMIC DEVELOPMENT		
ECONOMIC DEV	ECONOMIC DEVELOPMENT	6,383.33
Fund 224 - ECONOMIC DEVELOPMENT Total:		6,383.33
Vendor 09997 - RURAL HEALTH DEVELOPMENT, INC. Total:		6,383.33
Vendor: 09489 - RYAN R KUMM		
Fund: 111 - GENERAL		
REPAIR GROUND LADDER - TO...	EQUIPMENT MAINTENANCE	40.00
Fund 111 - GENERAL Total:		40.00
Vendor 09489 - RYAN R KUMM Total:		40.00
Vendor: 00026 - S M E C		
Fund: 713 - CASH & INVESTMENT POOL		
employee deductions	SMEC EE PAYABLE	130.50
Fund 713 - CASH & INVESTMENT POOL Total:		130.50
Vendor 00026 - S M E C Total:		130.50
Vendor: 01555 - SAFELITE FULFILLMENT, INC		
Fund: 111 - GENERAL		
VEH MAINT-PD	VEHICLE MAINTENANCE	422.98
Fund 111 - GENERAL Total:		422.98
Vendor 01555 - SAFELITE FULFILLMENT, INC Total:		422.98
Vendor: 06279 - SALES MIDWEST, INC		
Fund: 111 - GENERAL		
EQUIP MAINT PARK	EQUIPMENT MAINTENANCE	166.28
Fund 111 - GENERAL Total:		166.28
Vendor 06279 - SALES MIDWEST, INC Total:		166.28
Vendor: 00258 - SCB COUNTY TREASURER		
Fund: 321 - TIF PROJECTS		
REFUND OF TIF OVERPAYMENT ...	PROPERTY TAX-GENERAL	59.90

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Description (Payable)	Account Name	Amount
REFUND OF TIF OVERPAYMENT ...PROPERTY TAX-GENERAL		79.14
	Fund 321 - TIF PROJECTS Total:	139.04
	Vendor 00258 - SCB COUNTY TREASURER Total:	139.04
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: 03671 - SCHAEFFER MANUFACTURING COMPANY		
Fund: 111 - GENERAL		
DEPT SUPP PARK	DEPARTMENT SUPPLIES	123.03
	Fund 111 - GENERAL Total:	123.03
	Vendor 03671 - SCHAEFFER MANUFACTURING COMPANY Total:	123.03
Vendor: 09759 - SCOTTIES POTTIES INC		
Fund: 111 - GENERAL		
CONTRACTUAL	CONTRACTUAL SERVICES	360.00
	Fund 111 - GENERAL Total:	360.00
	Vendor 09759 - SCOTTIES POTTIES INC Total:	360.00
Vendor: 00273 - SCOTTSBLUFF POLICE OFFICERS ASSOCIATION		
Fund: 713 - CASH & INVESTMENT POOL		
POLICE EE DUES	POL UNION DUES EE PAY	1,092.00
	Fund 713 - CASH & INVESTMENT POOL Total:	1,092.00
	Vendor 00273 - SCOTTSBLUFF POLICE OFFICERS ASSOCIATION Total:	1,092.00
Vendor: 01271 - SCOTTSBLUFF SCREENPRINTING & EMBROIDERY, LLC		
Fund: 111 - GENERAL		
SCREENPRINT UNIFORM SHIRTS	UNIFORMS & CLOTHING	325.00
	Fund 111 - GENERAL Total:	325.00
	Vendor 01271 - SCOTTSBLUFF SCREENPRINTING & EMBROIDERY, LLC Total:	325.00
Vendor: 00786 - SHERWIN WILLIAMS		
Fund: 212 - TRANSPORTATION		
PARTS FOR LPAINT GUN	EQUIPMENT MAINTENANCE	472.50
	Fund 212 - TRANSPORTATION Total:	472.50
	Vendor 00786 - SHERWIN WILLIAMS Total:	472.50
Vendor: 00513 - SNELL SERVICES INC.		
Fund: 111 - GENERAL		
GRUND MAINT PARK	GROUNDS MAINTENANCE	194.32
GROUND MAINT PARK	GROUNDS MAINTENANCE	227.65
	Fund 111 - GENERAL Total:	421.97
	Vendor 00513 - SNELL SERVICES INC. Total:	421.97
Vendor: 09663 - SOUNDSLEEPER SECURITY INC.		
Fund: 631 - WASTEWATER		
CONTRACTUAL SVC	CONTRACTUAL SERVICES	800.00
	Fund 631 - WASTEWATER Total:	800.00
Fund: 641 - WATER		
CONTRACTUAL SVC	CONTRACTUAL SERVICES	800.00
	Fund 641 - WATER Total:	800.00
	Vendor 09663 - SOUNDSLEEPER SECURITY INC. Total:	1,600.00
Vendor: 00054 - STATE HEALTH LAB		
Fund: 641 - WATER		
SAMPLES	SAMPLES	454.00
	Fund 641 - WATER Total:	454.00
	Vendor 00054 - STATE HEALTH LAB Total:	454.00

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Description (Payable)	Account Name	Amount
Vendor: 01235 - STATE OF NE.		
Fund: 111 - GENERAL		
CONTRACTUAL-PD	CONTRACTUAL SERVICES	105.00
CONTRACTUAL-PD	CONTRACTUAL SERVICES	105.00
Fund 111 - GENERAL Total:		210.00
Vendor 01235 - STATE OF NE. Total:		210.00
Vendor: 06602 - TAMARA REICHERT		
Fund: 111 - GENERAL		
DEPT SUPP PARK	DEPARTMENT SUPPLIES	72.00
Fund 111 - GENERAL Total:		72.00
Vendor 06602 - TAMARA REICHERT Total:		72.00
Vendor: 00325 - TEXAS PNEUDRAULIC INC		
Fund: 725 - CENTRAL GARAGE		
ES- PLUGS AND PINS	EQUIPMENT MAINTENANCE	38.38
Fund 725 - CENTRAL GARAGE Total:		38.38
Vendor 00325 - TEXAS PNEUDRAULIC INC Total:		38.38
Vendor: 08002 - TOYOTA MOTOR CREDIT CORPORATION		
Fund: 218 - PUBLIC SAFETY		
HIDTA CAR LEASE-PD	DEPARTMENT SUPPLIES	343.53
Fund 218 - PUBLIC SAFETY Total:		343.53
Vendor 08002 - TOYOTA MOTOR CREDIT CORPORATION Total:		343.53
Vendor: 08821 - TYLER TECHNOLOGIES, INC		
Fund: 621 - ENVIRONMENTAL SERVICES		
FEE - UB ONLINE 6/1/20 - 6/30/... CONTRACTUAL SERVICES		116.00
Fund 621 - ENVIRONMENTAL SERVICES Total:		116.00
Fund: 631 - WASTEWATER		
FEE - UB ONLINE 6/1/20 - 6/30/... CONTRACTUAL SERVICES		116.00
Fund 631 - WASTEWATER Total:		116.00
Fund: 641 - WATER		
FEE - UB ONLINE 6/1/20 - 6/30/... CONTRACTUAL SERVICES		116.00
Fund 641 - WATER Total:		116.00
Vendor 08821 - TYLER TECHNOLOGIES, INC Total:		348.00
Vendor: 09865 - UNION BANK & TRUST		
Fund: 713 - CASH & INVESTMENT POOL		
RETIREMENT	REGULAR RETIRE EE PAY	7,200.79
RETIREMENT	REGULAR RETIRE EE PAY	7,475.26
RETIREMENT	DEFERRED COMP EE PAY	1,592.62
RETIREMENT	DEFERRED COMP EE PAY	790.00
RETIREMENT	RETIRE FIRE EE PAYABLE	2,767.09
RETIREMENT	RETIRE POLICE EE PAY	5,501.40
RETIREMENT	RETIRE POLICE EE PAY	5,867.34
Fund 713 - CASH & INVESTMENT POOL Total:		31,194.50
Vendor 09865 - UNION BANK & TRUST Total:		31,194.50
Vendor: 09239 - UNIQUE MANAGEMENT SERVICES, INC		
Fund: 111 - GENERAL		
Cont. srvc.	CONTRACTUAL SERVICES	241.65
Fund 111 - GENERAL Total:		241.65
Vendor 09239 - UNIQUE MANAGEMENT SERVICES, INC Total:		241.65
Vendor: 09840 - UNITED STATES WELDING		
Fund: 621 - ENVIRONMENTAL SERVICES		
CO2 CYLINDER RENTAL	DEPARTMENT SUPPLIES	43.30
Fund 621 - ENVIRONMENTAL SERVICES Total:		43.30
Vendor 09840 - UNITED STATES WELDING Total:		43.30

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Description (Payable)	Account Name	Amount
Vendor: 08828 - US BANK		
Fund: 111 - GENERAL		
TVALUE DESKTOP MTC.-HILYARD	DEPARTMENT SUPPLIES	35.00
THERMOMETER FOR ENGINE 1	DEPARTMENT SUPPLIES	49.99
DEPT SUPP-PD	DEPARTMENT SUPPLIES	136.49
DEPT SUPPL-PD	DEPARTMENT SUPPLIES	249.98
DEPT SUPPL-PD	DEPARTMENT SUPPLIES	28.62
CONSOLE AND MOUNTING BRA...	DEPARTMENT SUPPLIES	666.01
DEPT SUPPL-PD	DEPARTMENT SUPPLIES	5.94
DEPT SUPPL-PD	DEPARTMENT SUPPLIES	13.37
DEPT SUPPL-PD	DEPARTMENT SUPPLIES	28.35
GFOA WEBINAR - HILYARD	SCHOOL & CONFERENCE	35.00
SURGE PROTECTOR VHF REPEA...	DEPARTMENT SUPPLIES	49.99
GFOA - 2020 GAAFR BLUE BOOK	DEPARTMENT SUPPLIES	159.00
SCHOOLS & CONF-PD	CONTRACTUAL SERVICES	120.00
Fund 111 - GENERAL Total:		1,577.74
Vendor 08828 - US BANK Total:		1,577.74
Vendor: 01894 - VAN DIEST SUPPLY COMPANY		
Fund: 212 - TRANSPORTATION		
SUPP - MOSQUITO SPRAY	DEPARTMENT SUPPLIES	3,750.00
Fund 212 - TRANSPORTATION Total:		3,750.00
Vendor 01894 - VAN DIEST SUPPLY COMPANY Total:		3,750.00
Vendor: 01544 - VAN PELT FENCING CO, INC		
Fund: 111 - GENERAL		
GROUND MAINT PARK	GROUNDS MAINTENANCE	4.90
Fund 111 - GENERAL Total:		4.90
Vendor 01544 - VAN PELT FENCING CO, INC Total:		4.90
Vendor: 00213 - WESTERN COOPERATIVE COMPANY		
Fund: 111 - GENERAL		
DEPT SUPP PARK	DEPARTMENT SUPPLIES	46.10
Fund 111 - GENERAL Total:		46.10
Vendor 00213 - WESTERN COOPERATIVE COMPANY Total:		46.10
Vendor: 06089 - WESTERN COOPERATIVE COMPANY		
Fund: 111 - GENERAL		
DEPT SUPP PARK	DEPARTMENT SUPPLIES	45.24
GROUND MAINT PARK	DEPARTMENT SUPPLIES	892.60
Fund 111 - GENERAL Total:		937.84
Vendor 06089 - WESTERN COOPERATIVE COMPANY Total:		937.84
Vendor: 09672 - WESTERN STATES BANK		
Fund: 321 - TIF PROJECTS		
TIF 4-30-20 REGANIS REDEV	DEBT SVC(PRINC) - TIF	13,293.85
TIF 4-30-20 REGANIS REDEV	DEBT SVC (INT) - TIF	13,760.63
Fund 321 - TIF PROJECTS Total:		27,054.48
Vendor 09672 - WESTERN STATES BANK Total:		27,054.48
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:		578,464.25

Report Summary

Fund Summary

Fund	Expense Amount	Payment Amount
111 - GENERAL	34,655.36	108.10
211 - REGIONAL LIBRARY	106.90	0.00
212 - TRANSPORTATION	31,596.95	0.00
213 - CEMETERY	305.98	0.00
218 - PUBLIC SAFETY	343.53	0.00
224 - ECONOMIC DEVELOPMENT	6,389.01	0.00
321 - TIF PROJECTS	106,318.92	0.00
621 - ENVIRONMENTAL SERVICES	-2,649.40	0.00
631 - WASTEWATER	223,576.84	0.00
641 - WATER	32,007.75	20,657.90
661 - STORMWATER	698.70	683.44
713 - CASH & INVESTMENT POOL	103,940.76	103,940.76
721 - GIS SERVICES	121.70	0.00
725 - CENTRAL GARAGE	286.05	0.00
811 - UNEMPLOYMENT COMP	230.00	0.00
812 - HEALTH INSURANCE	40,535.20	995.47
Grand Total:	578,464.25	126,385.67

Account Summary

Account Number	Account Name	Expense Amount	Payment Amount
111-21311	SALES TAX PAYABLE	108.10	108.10
111-42206-171	PARK SHELTER FEE	50.00	0.00
111-42302-121	PERMITS	168.00	0.00
111-51261-111	WORKERS COMPENSATI...	-44.68	0.00
111-51261-121	WORKERS COMPENSATI...	11.95	0.00
111-51261-141	WORKERS COMPENSATI...	5,203.65	0.00
111-51261-142	WORKERS COMPENSATI...	2,406.68	0.00
111-51261-151	WORKERS COMPENSATI...	-1.33	0.00
111-51261-171	WORKERS COMPENSATI...	282.06	0.00
111-51261-172	WORKERS COMPENSATI...	183.27	0.00
111-52111-111	DEPARTMENT SUPPLIES	261.62	0.00
111-52111-115	DEPARTMENT SUPPLIES	35.85	0.00
111-52111-116	DEPARTMENT SUPPLIES	550.74	0.00
111-52111-141	DEPARTMENT SUPPLIES	1,236.80	0.00
111-52111-142	DEPARTMENT SUPPLIES	963.05	0.00
111-52111-151	DEPARTMENT SUPPLIES	196.90	0.00
111-52111-171	DEPARTMENT SUPPLIES	2,327.13	0.00
111-52121-151	JANITORIAL SUPPLIES	12.26	0.00
111-52121-171	JANITORIAL SUPPLIES	275.86	0.00
111-52163-142	INVESTIGATIVE EXPENSES	180.00	0.00
111-52181-141	UNIFORMS & CLOTHING	325.00	0.00
111-52222-151	BOOKS	16.40	0.00
111-52223-151	PROGRAMMING	521.61	0.00
111-52225-151	SUBSCRIPTIONS	990.00	0.00
111-52311-115	MEMBERSHIPS	40.00	0.00
111-52411-171	POSTAGE	62.83	0.00
111-53111-112	CONTRACTUAL SERVICES	120.00	0.00
111-53111-116	CONTRACTUAL SERVICES	2,516.00	0.00
111-53111-142	CONTRACTUAL SERVICES	5,708.08	0.00
111-53111-151	CONTRACTUAL SERVICES	844.81	0.00
111-53111-171	CONTRACTUAL SERVICES	360.00	0.00
111-53421-141	BUILDING MAINTENANCE	824.30	0.00
111-53421-142	BUILDING MAINTENANCE	824.30	0.00
111-53441-111	EQUIPMENT MAINTENAN...	1,013.00	0.00
111-53441-141	EQUIPMENT MAINTENAN...	40.00	0.00
111-53441-142	EQUIPMENT MAINTENAN...	355.03	0.00
111-53441-171	EQUIPMENT MAINTENAN...	294.12	0.00

Account Summary

Account Number	Account Name	Expense Amount	Payment Amount
111-53451-142	VEHICLE MAINTENANCE	438.98	0.00
111-53471-171	GROUNDS MAINTENANCE	2,019.20	0.00
111-53521-111	HEATING FUEL	146.61	0.00
111-53521-141	HEATING FUEL	93.27	0.00
111-53521-142	HEATING FUEL	158.36	0.00
111-53521-151	HEATING FUEL	119.27	0.00
111-53521-171	HEATING FUEL	51.64	0.00
111-53521-172	HEATING FUEL	110.13	0.00
111-53561-111	PHONE & INTERNET	6.27	0.00
111-53561-112	PHONE & INTERNET	7.30	0.00
111-53561-114	PHONE & INTERNET	8.10	0.00
111-53561-115	PHONE & INTERNET	1.08	0.00
111-53561-121	PHONE & INTERNET	2.63	0.00
111-53561-141	PHONE & INTERNET	61.69	0.00
111-53561-142	PHONE & INTERNET	1,343.11	0.00
111-53561-143	PHONE & INTERNET	45.11	0.00
111-53561-151	PHONE & INTERNET	5.64	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	261.38	0.00
111-53631-111	RENT-MACHINES	45.00	0.00
111-53711-111	SCHOOL & CONFERENCE	35.00	0.00
111-53811-111	BONDING	48.75	0.00
111-53811-142	BONDING	378.75	0.00
211-52222-151	BOOKS	106.90	0.00
212-51261-212	WORKERS COMPENSATI...	2,831.78	0.00
212-52111-212	DEPARTMENT SUPPLIES	4,819.21	0.00
212-52171-212	STREET REPAIR SUPPLIES	992.84	0.00
212-53431-212	ELECTRICAL MAINTENAN...	22,170.00	0.00
212-53441-212	EQUIPMENT MAINTENAN...	472.50	0.00
212-53521-212	HEATING FUEL	304.51	0.00
212-53561-212	PHONE & INTERNET	6.11	0.00
213-51261-213	WORKERS COMPENSATI...	51.15	0.00
213-52111-213	DEPARTMENT SUPPLIES	237.16	0.00
213-53561-213	PHONE & INTERNET	1.42	0.00
213-53811-213	BONDING	16.25	0.00
218-52111-142	DEPARTMENT SUPPLIES	343.53	0.00
224-51261-113	WORKERS COMPENSATI...	-3.59	0.00
224-53561-113	PHONE & INTERNET	9.27	0.00
224-59111-114	ECONOMIC DEVELOPME...	6,383.33	0.00
321-41111-111	PROPERTY TAX-GENERAL	139.04	0.00
321-57221-111	DEBT SVC(PRINC) - TIF	46,568.11	0.00
321-57222-111	DEBT SVC (INT) - TIF	59,611.77	0.00
621-51261-621	WORKERS COMPENSATI...	-2,854.97	0.00
621-52111-621	DEPARTMENT SUPPLIES	43.30	0.00
621-53111-621	CONTRACTUAL SERVICES	116.00	0.00
621-53521-621	HEATING FUEL	43.37	0.00
621-53561-621	PHONE & INTERNET	2.90	0.00
631-51261-631	WORKERS COMPENSATI...	-457.55	0.00
631-52411-631	POSTAGE	77.54	0.00
631-53111-631	CONTRACTUAL SERVICES	1,058.35	0.00
631-53195-631	ADMIN COSTS & FEES	1,065.79	0.00
631-53441-631	EQUIPMENT MAINTENAN...	2,526.64	0.00
631-53461-631	FACILITY REPAIRS	37,277.70	0.00
631-53531-631	ELECTRIC POWER	12,648.94	0.00
631-53561-631	PHONE & INTERNET	6.13	0.00
631-53711-631	SCHOOL & CONFERENCE	45.00	0.00
631-57110-631	DEBT SERVICE-PRINCIPAL	163,994.39	0.00

Account Summary

Account Number	Account Name	Expense Amount	Payment Amount
631-57115-631	DEBT SERVICE-INTEREST	4,984.91	0.00
631-59211-631	LICENSE/PERMITS	349.00	0.00
641-21311	SALES TAX PAYABLE	20,657.90	20,657.90
641-51261-641	WORKERS COMPENSATI...	-1,311.91	0.00
641-52117-641	SAMPLES	815.00	0.00
641-52411-641	POSTAGE	231.00	0.00
641-52611-641	CHEMICALS	2,222.11	0.00
641-53111-641	CONTRACTUAL SERVICES	1,067.90	0.00
641-53521-641	HEATING FUEL	125.85	0.00
641-53531-641	ELECTRIC POWER	8,197.66	0.00
641-53561-641	PHONE & INTERNET	2.24	0.00
661-21311	SALES TAX PAYABLE	683.44	683.44
661-52111-661	DEPARTMENT SUPPLIES	14.79	0.00
661-53561-661	PHONE & INTERNET	0.47	0.00
713-21512	MEDICARE W/H EE PAYAB...	7,774.90	7,774.90
713-21513	FICA W/H EE PAYABLE	27,828.50	27,828.50
713-21514	FED W/H EE PAYABLE	23,217.27	23,217.27
713-21517	POL UNION DUES EE PAY	1,092.00	1,092.00
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	130.50	130.50
713-21527	WAGE ATTACHMENT EE ...	210.21	210.21
713-21528	REGULAR RETIRE EE PAY	14,676.05	14,676.05
713-21529	DEFERRED COMP EE PAY	2,382.62	2,382.62
713-21531	RETIRE FIRE EE PAYABLE	2,767.09	2,767.09
713-21533	RETIRE POLICE EE PAY	11,368.74	11,368.74
713-21534	DIS INC INS EE PAYABLE	25.95	25.95
713-21539	CHILD SUPPORT EE PAY	1,654.68	1,654.68
713-21541	HSA EE PAYABLE	10,489.50	10,489.50
721-51261-721	WORKERS COMPENSATI...	-1.73	0.00
721-52111-721	DEPARTMENT SUPPLIES	122.96	0.00
721-53561-721	PHONE & INTERNET	0.47	0.00
725-52111-725	DEPARTMENT SUPPLIES	53.46	0.00
725-53441-725	EQUIPMENT MAINTENAN...	176.20	0.00
725-53521-725	HEATING FUEL	55.78	0.00
725-53561-725	PHONE & INTERNET	0.61	0.00
811-53851-112	PAYMENT TO STATE	230.00	0.00
812-53861-112	PREMIUM EXPENSE	39,539.73	0.00
812-53862-112	CLAIMS EXPENSE	216.47	216.47
812-53863-112	FLEXIBLE BENFT EXPENSES	779.00	779.00
Grand Total:		578,464.25	126,385.67

Project Account Summary

Project Account Key	Expense Amount	Payment Amount
None	471,786.54	126,385.67
21852111142	343.53	0.00
3121657222	8,381.31	0.00
3121757221	13,293.85	0.00
3121757222	13,760.63	0.00
3121857221	33,274.26	0.00
3121857222	24,226.96	0.00
3122241111	79.14	0.00
3122257222	7,537.87	0.00
3122341111	59.90	0.00
3122357222	5,705.00	0.00
6002052111	14.79	0.00

Project Account Summary

Project Account Key	Expense Amount	Payment Amount
6002053561	0.47	0.00
Grand Total:	578,464.25	126,385.67

UTILITY REFUNDS 6-1-2020

Account #	Contact	Service Address	Refund Amount
010-6817-01	AMERICASH ADVANCE CB	814 W 27TH ST B SCOTTSBLUFF NE 69361	172.71
025-6242-03	BARBARA MONAGHAN	2027 CHAR AVE 10 SCOTTSBLUFF NE 69361	14.89
2			\$187.60

City of Scottsbluff, Nebraska

Monday, June 1, 2020

Regular Meeting

Item Public Inp1

Council to discuss and consider action on a Special Designated Liquor License for Panhandle Cooperative Association to serve beer, wine, & distilled spirits at the West Nebraska Arts Center, 106 East 18th St, Scottsbluff for a reception on June 18, 2020 from 4:00 to 8:00 p.m.

Staff Contact: Kim Wright, City Clerk

Special Designated License Local Recommendation (Form 200)

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

Panhandle Cooperative Association

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

401 S. Beltline Hiway W, Scottsbluff, NE 69361

Retail Liquor License Address or Non-Profit Business Address

ck094240

Retail License Number or Non-Profit Federal ID #

Event Date(s): 6/18/2020

Event Start Time(s): 4pm

Event End Time(s): 8pm

Alternate Date: 6/19/2020

Alternate Location Building & Address:

Event Building Name: West Nebraska Arts Center

Event Street Address/City: 106 East 18th St. Scottsbluff, NE

Indoor area to be licensed in length & width: 73.5' X 33.6'

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

Type of Event: Reception Estimate # of attendees: 75

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

Event Contact Name: Hailee Brown Event Contact Phone Number: 308-765-5044

Event Contact Email: hbrown@panhandlecoop.com

*Signature Authorized Representative:

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

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

Local Governing Body completes below:

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

MEMORANDUM

TO: Rick Kuckkahn, City Manager

FROM: Kevin Spencer, Chief of Police

CC: Kim Wright, City Clerk

DATE: May 29, 2020

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

In regards to the West Nebraska Arts Center application for a Special Designated License, on June 18th, for a reception, there will be sufficient law enforcement officers on duty to handle regular patrol duties in the city and to respond to the Arts Center in the event of a problem. I recommend approval given the fact that law enforcement has never been called to the Arts Center to address any issues during these types of events. As always, we would insist that management have adequate staff on hand to closely monitor the event and take steps to ensure minors do not drink.

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


Kevin E. Spencer
Chief of Police

City of Scottsbluff, Nebraska

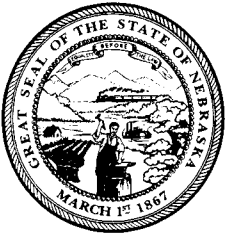
Monday, June 1, 2020

Regular Meeting

Item Public Inp2

Council to discuss and consider action on the change of location regarding the existing Class C Liquor License for The Stomping Ground, LLC dba Shots Bar & Grill from 1722 Broadway to 705 East Overland, Scottsbluff, NE.

Staff Contact: Kim Wright, City Clerk



Pete Ricketts
Governor

STATE OF NEBRASKA

NEBRASKA LIQUOR CONTROL COMMISSION

Hobert B. Rupe

Executive Director

301 Centennial Mall South

P.O. Box 95046

Lincoln, Nebraska 68509-5046

Phone (402) 471-2571

Fax (402) 471-2814 or (402) 471-2374

TRS USER 800 833-7352 (TTY)

web address: <https://lcc.nebraska.gov>

May 18, 2020

Scottsbluff City Clerk

Dear Clerk;

Please present this request to your board and send us the results of that action.

RE: CHANGE OF LOCATION

LICENSE #: C-115404

LICENSEE:: The Stomping Ground LLC
TRADE NAME: Shots Bar & Grill
CURRENT ADDRESS: 1722 Broadway
CITY/COUNTY: Scottsbluff/Scotts Bluff
PHONE: 308-225-3433

NEW ADDRESS: 705 East Overland

NEW DESCRIPTION: One Story Building Approx 112 x 75

APPROVED: _____ **DENIED** _____ **NO RECOMMENDATION** _____

Sincerely,
TRACY BURMEISTER
Licensing Division
NEBRASKA LIQUOR CONTROL COMMISSION
TB
cc: file

Janice M. Wiebusch
Commissioner

Bruce Bailey
Chairman

Harry A. Hoch
Commissioner

An Equal Opportunity Employer

**APPLICATION FOR CHANGE OF
LOCATION TO LIQUOR LICENSE**

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

Office Use

RECEIVED

MAY 13 2020

**NEBRASKA LIQUOR
CONTROL COMMISSION**

Application:

- Must include processing fee of \$45.00 checks made payable to Nebraska Liquor Control Commission (NLCC) or you may pay online at www.ne.gov/go/NLCCpayport
- Must include a copy of the lease, deed or purchase agreement showing ownership of new location. This document must read in the name liquor license is issued to, i.e. if license is issued to a corporation must read corporate name
- Must include simple hand drawn sketch of new location, must include outside dimensions in feet (not square feet), showing direction north
NO BLUE PRINTS
- May include approval from the local governing body; new location shall not be approved unless endorsed by the local governing body
- Check with your local governing body for any additional requirements that may be necessary in making this request for addition
- Change of location application will not be accepted if moving to a different jurisdiction (i.e. city or county); a new application will need to be filed.

LIQUOR LICENSE # 115404 CLASS TYPE C
LICENSEE NAME The Stomping Ground LLC
TRADE NAME SHOTS BAR & Grill
CURRENTLY LICENSED ADDRESS 1722 Broadway
CITY Scottsbluff ZIP CODE 69361 COUNTY Scottsbluff
CONTACT PERSON Chad Leeling
PHONE NUMBER OF CONTACT PERSON 308-225-3433
EMAIL ADDRESS OF CONTACT PERSON Chad.Leeling@yahoo.com

*last measurements
rpts created*



2000004986

FORM 111
REV APR 2015
Page 1 of 3

*PayPort - 4500
BR*

NEW PREMISE

Street Address #1 705 East Overland

Street Address #2 _____

Zip Code 69361 New Premise Phone Number 308-225-3433

Business e-mail address Chad. Leeling@yahoo.com

MAILING ADDRESS FOR NEW LOCATION

Street Address #1 705 East Overland

Street Address #2 _____

City Scottsbluff State NE Zip Code 69361

1. Describe the new building to be licensed

- ✓ Include sketch of building to be licensed with length & width in feet
- ✓ If outdoor area to be licensed include on sketch with length & width
- ✓ Indicate the direction north
- ✓ Indicate single story building or give number of floors, how many are licensed
- ✓ Indicate if there is a basement to be included in the licensed description

2. Include proof of ownership (must be in the name liquor license is issued under)

- ✓ deed
- ✓ purchase agreement
- ✓ lease; date lease expires 5-5-21

3. Is the new premise location within 150 feet of a church, school, hospital, home for the aged or indigent persons or for veterans, their wives, and children; or within 300 feet of a college or university campus?

☐ YES ☒ NO

If yes, provide name and address of such institution and where it is located in relation to the premises (Neb. Rev. Stat. 53-177)(1).

Must include supplemental Form 134 found at this link: <http://www.lcc.ne.gov/formsdiv.html>

If proposed location is within 300 feet of a campus, the Commission may waive this restriction upon written approval from the governing body of the college or university. (Rev. Stat. 53-177)(1).

Must include supplemental Form 135 found at this link: <http://www.lcc.ne.gov/formsdiv.html>

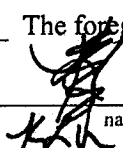
4. When do you expect on moving into the new location? 5-5-20

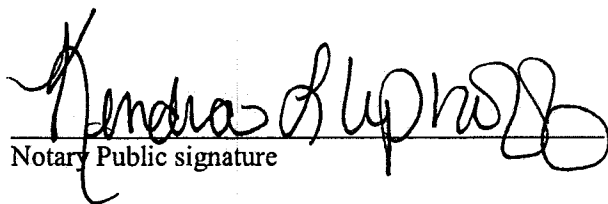
I acknowledge under oath that the premises into which such move is made comply in all respects with the requirements of the act. Neb Rev Stat §53-129

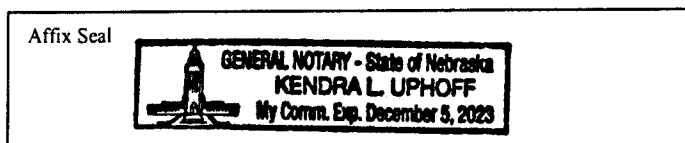

Signature of Licensee or Officer

State of Nebraska
County of Scotts Bluff

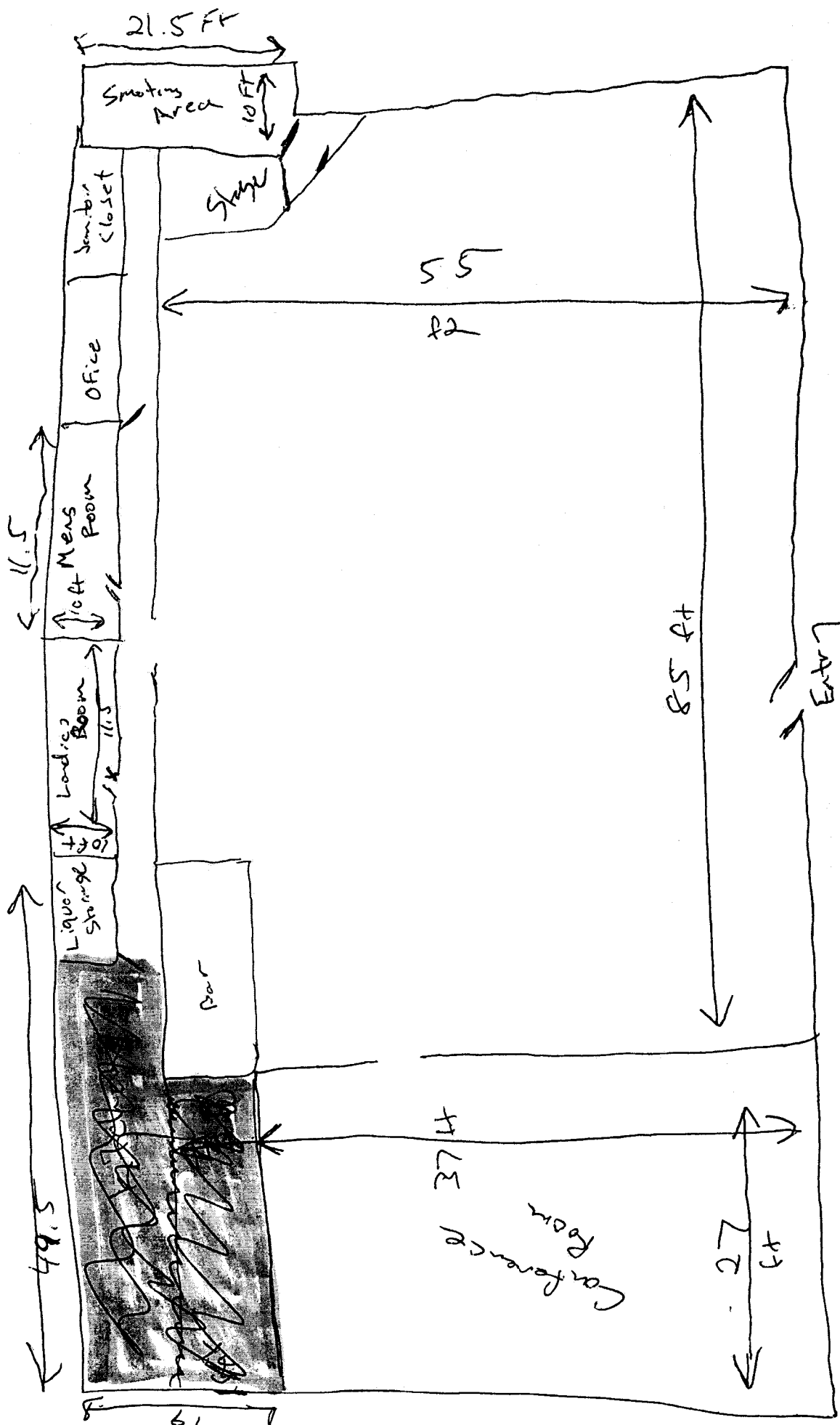
5/12/20
Date

The foregoing instrument was acknowledged before me this
by  Chad Deeling
name of person acknowledged (individual(s) signing document)


Notary Public signature



Shaded Area is kitchen



Inventory

[Signature]

SUSAN MONAGHAN

5/6/20

Page 1

4,400.80

		QTY			
1	Box of 100 pens	2	2	12.33 x 2	24.66
2	Blue Vodka	2	2	23.75	= 47.5
3	Blue Vodka	1	1	13.13	= 13.13
4	Blue Vodka	1	1	23.88	= 23.88
5	Blue Vodka	1	1	29.25 x 1	29.25
6	Blue Vodka	1	1	21.76	21.76
7	Blue Vodka	1	1	9.24	9.24
8	Blue Vodka	3	3	29.30	87.9
9	Blue Vodka	1			
10	Blue Vodka	1			
11	Blue Vodka	6	6	32.63	195.78
12	Blue Vodka	2	2	21.47	42.94
13	Blue Vodka	1	1		
14	Blue Vodka	1	1	32.23	32.23
15	UV Orange Vodka	1	1	13.45	13.45
16	UV Blue Vodka	1	1	13.45	13.45
17	UV Vodka	1	1		8.25

503

SUSANO MORALES. 6/1/20 pag 2

18	Bombay Dry Gin	8	1	27.67 x 1	27.67
19	Tanqueray Gin	1	1	27.34	27.34
20	Jose Cuervo Gold	2	2	21.87 x 1	43.74
21	Jose Cuervo Silver	4	4	21.87 =	87.48
22	Chivas Regal	1	1	36.88	36.88
23	Captain Morgan	1	1	21.34 x 1	21.34
24	Buchanan's 18	6	5	65.92 x 1	329.60
25	Katua	0	0		
26	Onileys	1	1	10.70 x 1	10.70
27	Amarito	1	1	10.0 x 1	10.0
28	Midori	2	2	27.47 x 1	54.94
29	Hipnotiq	9	9	28.83 x 1	259.47
30	Corralejo Ancho	2	2	33.30 x 1	66.60
31	Corralejo Silver	5	5	21.67 x 1	108.35
32	Alta Ball	10	10	16.42 x 1	164.20
33	Buchanan's 12	1	1	16.42 x 1	16.42
34	Anisocrat Silver	1	1	12.75 x 1	12.75
35	Anisocrat Gold	1	1	12.75 x 1	12.75
36	Montezuma Blue	0	0		
37	Conquistador Gold	1	1	40.83 x 1	40.83
38	Conquistador Silver	1	1	29.93 x 1	29.93
39	Country Club Vodka	0	0		
40	Mccormick Vodka	0	0		
41	3 Olives Vodka	0	0		
42	Triple sec	0	0		

SUSAN MORALES

page 3

43	Castillo Rum Silver	4	4	10.90 x 1 =	43.68
44	McCormick Gin	3	3	8.88 x 1 =	26.64
45	Crown Royal	2	2	35.5 =	71
46	Crown Apple	2	2	35.5 =	71
47	Malibu	2	9	17.25 =	155.25
48	Remi	4	3	50.47 x 1 =	151.41
49	Viuda De Sanchez	2	2	7.00 =	14.00
50	Don Julio Reposado	2	2	45.49 =	91.80
51	Don Julio Añejo	2	1	48.17 =	48.17
52	Don Julio Blanco	5	4	40.92 =	163.68
53	Don Julio 1942	0	0		
54	Patron Reposado	4	4	39.75 x 1 =	159
55	Patron Añejo	3	3	44.25 =	132.75
56	Patron Silver	5	2	36.25 x 1 =	80.5
57	Grenadine	8	8	4.46 bottle =	35.68
58	Sweet and Sour	11	16	3.38 =	54.08
59	Margarita Mix	30	27	40.5 case 3.38 bottle =	91.26
60	Grown with Margarita Mix	29	27	40.5 case 3.38 bottle =	91.26
61	Pina Colada	5	24	40.5 case 3.38 bottle =	114.92
62	Ricard's Triple				
63	Cranberry				
64	Sour				
65	Red Bull				
66	Pepsi				
67	Peach Tree			3 x 1 =	78.78
68	Blue Curacao			1 x 1 =	70.24
	Yennesso			1 x 1 =	86.5
	Orange				183

BUSINESS LEASE

This lease, dated May 1st, 2020 is between Susano Morales as Lessor, and Chad Leeling-Shots Bar and Grill , as Lessee.

In consideration of the payment of the rent and the performance of the covenants and agreements by the Lessee set forth herein, the Lessor does hereby lease to the Lessee the following described premises situate in the County of Scotts Bluff, in the State of Nebraska. The address of which is 705 E Overland Scottsbluff, Nebraska. Such use shall also include parking spaces on the Property.

Said premises, with all the appurtenances, are leased to the Lessee from the date of May 1st, 2020 until the date of May 1st, 2021 at and for a rental of \$2000.0 per month, on the first (1st) day of each calendar monthly during the term of this lease, payable to the Landlord without notice. SM CK

THE LESSEE, IN CONSIDERATION OF THE LEASING OF THE PREMISES AGREES AS FOLLOWS:

1. The Lessee shall pay the rent for the premises above-described.
2. The Lessee shall, at the expiration of this lease, surrender the premises in as good a condition as when the Lessee entered the premises, ordinary wear and tear excepted. The Lessee shall keep all sidewalks on and around the premises free and clear of ice and snow; keep the entire exterior premises free from all litter, dirt, debris and obstructions; and keep the premises in a clean and sanitary condition as required by the ordinances of the city and county in which the property is situate.
3. The Lessee shall not sublet any part of the premises, nor assign the lease or any interest therein, without the written consent of the Lessor.
4. The Lessee shall use the premises only as a bar & grill faculty, with an active liquor license and shall not use the premises for any purposes prohibited by the laws of the United States or the State of Nebraska, or of the ordinances of the city or town in which said premises are located, and shall neither permit nor suffer any disorderly conduct, noise or nuisance having a tendency to annoy or disturb any persons occupying adjacent premises.
5. The Lessee shall neither hold, nor attempt to hold, the Lessor, its agents, contractors and employees, liable for any injury, damage, claims or loss to person or property occasioned by any accident, condition or casualty to, upon, or about the premises including, but not limited to, defective wiring, the breaking or stopping of the plumbing or sewage upon the premises, unless such accident, condition or casualty is directly caused by intentional or reckless acts or omission of the Lessor. Notwithstanding any duty the Lessor may have hereunder to repair or maintain the premises, in the event that the improvements upon the premises are damaged by the negligent, reckless or intentional act or omission of the Lessee or any employees, agents, invitees, licensees or contractors, the Lessee

shall bear the full cost of such repair or replacement. The Lessee shall hold Lessor, Lessor's agents and their respective successors and assigns, harmless and indemnified from all injury, loss, claims or damage to any person or property while on the demised premises or any other part of Lessor's property, or arising in any way out of Lessee's business, which is occasioned by an act or omission of Lessee, its employees, agents, invitees, licensees or contractors. The Lessor is not responsible for any damage or destruction to the Lessee's personal property.

6. The Lessee shall neither permit nor suffer said premises, or the walls or floors thereof, to be endangered by overloading, nor said premises to be used for any purpose which would render the insurance thereon void or the insurance risk more hazardous, nor make any alterations in or changes in, upon, or about said premises without first obtaining the written consent of the Lessor.

7. The Lessee shall obtain and keep in full force, at Lessee's expense, fire and liability insurance as may be reasonably required by the Lessor. Lessee shall provide copies of such insurance policies upon the Lessor's request, and shall name Lessor as an insured thereon. Lessee is responsible to obtain and keep insurance high enough to cover any incident to do happen. In the case of the lessee not having enough coverage to cover for any incident lessors' insurance cannot be used.

8. The Lessee shall allow the Lessor to enter upon the premises at any reasonable hour.

IT IS EXPRESSLY UNDERSTOOD AND AGREED BETWEEN LESSOR AND LESSEE AS FOLLOWS:

9. The Lessee shall be responsible for paying the following: the amount by which the utilities (electric, water, gas and janitorial service) exceed the average monthly utilities from start of rental to finish. In the event the Lessee is responsible for repair of the premises, the Lessee shall be obliged to notify the Lessor of any condition upon the premises requiring repair.

10. If the premises are left vacant and any part of the rent reserved hereunder is not paid, then the Lessor may, without being obligated to do so, and without terminating this lease, retake possession of the said premises and rent the same for such rent, and upon such conditions as the Lessor may think best, making such changes and repairs as may be required, giving credit for the amount of rent so received less all expenses of such changes and repairs, and the Lessee shall be liable for the balance of the rent herein reserved until the expiration of the term of this lease.

11. The Lessor acknowledges receipt of a deposit in the amount of 4000.0 be held by the Lessor for the faithful performance of all of the terms, conditions and covenants of this lease. The Lessor may apply the deposit to cure any default under the terms of this lease and shall account to the Lessee for the balance. The Lessee may not apply the deposit hereunder to the payment of the rent reserved hereunder or the performance of other obligations.

12. If the Lessee shall be in arrears in payment of any installment of rent, or any portion there of, or in default of any other covenants or agreements set forth in this lease, and the default

17. This lease is made with the express understanding and agreement that in the event the Lessee becomes insolvent, the Lessor may declare this lease ended, and all rights of the Lessee hereunder shall terminate and cease.

18. This Lease shall be subordinate to all existing and future security interests on the premises.

19. All notices shall be in writing and be personally delivered or sent by first class mail, unless otherwise provided by law, to the respective parties.

20. If any term or provision of this lease shall be invalid or unenforceable, the remainder of this lease shall not be affected thereby and shall be valid and enforceable to the full extent permitted by law. This lease shall only be modified by amendment signed by both parties.

21. This lease shall be binding on the parties, their personal representatives, successors and assigns. When used herein, the singular shall include the plural.

Lessor:
Susano Morales

Lessee:
Chad Leeling
DBA Shots Bar & Grill
The Stomping Ground LLC

By: SUSANO MORALES 05-05-20
Date

By: [Signature] 5-5-20
Date

PAYPORT

NEBRASKA.GOV

PURCHASE RECEIPT

Nebraska Liquor Control Commission

P.O. Box 95046
Lincoln NE 68509-5046
(402)471-4881
jackie.matulka@nebraska.gov
OTC Local Ref ID: 48144690
5/12/2020 03:30 PM

Status: **APPROVED**
Customer Name: Chad leeling
Type: Visa
Credit Card Number: **** * 9074

Items	Quantity	TPE Order ID	Total Amount
Change of Location	1	51349946	\$45.00
License #: 115404			
Licensee Name: The Stomping Ground			
Trade Name (dba): SHOTS			
Total remitted to the Nebraska Liquor Control Commission			\$45.00
Total Amount Charged			\$46.12

Memo

Date: May 26,2020
To: Honorable Mayor and City Council
From: Staff, Development Services
CC: Rick Kuckkahn
Re: Class "C" Liquor License Change of Location Application
Shots Bar & Grill
705 E. Overland
Scottsbluff, NE 69361

Action:

The manager of Shots Bar & Grill has applied for a liquor license change of location in the name of The Stomping Ground LLC.

The Development Services Department is required by Article 1, Chapter 11 of the Scottsbluff Municipal Code to report specific information to the Mayor and City Council whenever a liquor license application hearing is held. In accordance with that directive the following information is offered:

- (1) The property at 705 E. Overland is situated in a C-3 (Heavy Commercial) zoning district where a restaurant/bar/tavern is allowed by right pursuant to the City's Zoning Ordinance, Chapter 25, of the City's Municipal Code of Ordinances.
- (2) The off-street parking requirements for a Restaurant/bar/tavern in a C-3 (Heavy Commercial) zone are one space per three seats in the establishment. The parking lot has approximately 40 spaces. At this time the Fire Marshal has not established the occupancy load for this establishment.
- (3) The use of this property is consistent with the surrounding neighborhood, which is generally business retail in nature. To the south and east the properties are zoned C-3 (Heavy Commercial) and to the north and west they are zoned R1a (Single Family Residential).
- (4) There are no churches, schools, or other similar institutions within 300 feet of the subject property.
- (5) The existing population of Scottsbluff is approximately 15,039.

City of Scottsbluff, Nebraska

Monday, June 1, 2020

Regular Meeting

Item Resolut.1

**Council to discuss and consider action on adopting the
International Fire Code, 2018 Edition, and approve the Ordinance.
(second reading)**

Staff Contact: Thomas Schingle, Fire Chief

CHAPTER 8

FIRE

Article

1. Fire Hazards, Prevention.

a) General Provisions. 8-1-1 to 8-1-13.

8-1-14 to 8-1-17. Reserved.

b) Administration of Law. 8-1-18 to 8-1-22.

8-1-23 to 8-1-26. Reserved.

(c) Particular Hazards. 8-1-27 to 8-1-53.

8-1-54 to 8-1-57. Reserved.

(d) Violations; Penalty. 8-1-58.

2. Fires. 8-2-1 to 8-2-15.

3. Fire Alarms. 8-3-1 to 8-3-34.

ARTICLE 1

FIRE HAZARDS, PREVENTION

(a) GENERAL PROVISIONS

Section

8-1-1 Terms; defined.

8-1-2 Same; approved devices, materials.

8-1-3 Same; bureau of fire prevention.

8-1-4 Same; chief of bureau of fire prevention.

8-1-5 Same; chief of fire department.

8-1-6 Same; corporation counsel.

8-1-7 Same; fire limits.

8-1-8 Same; fire prevention code.

8-1-9 Same; municipality.

8-1-10 Same; terms in standard codes.

8-1-11 Article; application.

8-1-12 Fire Prevention Code Adopted; Exceptions.

8-1-13 Buildings, structures; fire hazards; generally.

8-1-14 to Reserved.

8-1-17

(b) ADMINISTRATION OF LAW

8-1-18 Article; enforcement; fire chief.

8-1-19 Removal of hazardous conditions; order, compliance.

8-1-20 Permits; inspections; tests.

8-1-21 Article; modification.

8-1-22 Appeals; requirements.

8-1-23 to Reserved.

8-1-26

(c) PARTICULAR HAZARDS

8-1-27 Explosive blasting agents; manufacture; storage.

8-1-28 Same; loose state; lighting.

8-1-29 Fireworks; sale; possession for sale; gift; use.

8-1-30 Same; definitions.

8-1-31 Same; permissible list; additions to.

8-1-32 Toy revolvers; blank cartridges; sale.
8-1-33 Fireworks; toy revolvers; blank cartridges; possession.
8-1-34 Fireworks; explosives; throwing.
8-1-35 Fireworks; exhibitions; display; permit.
8-1-36 Same; sale; samples.
8-1-37 Flammable liquids, liquefied petroleum gases; ammonia; aboveground storage.
8-1-38 Same; zoning districts.
8-1-39 Same; railroad tank cars.
8-1-40 Flammable liquids; tank motor vehicles; discharging.
8-1-41 Crankcase drainings; storage.
8-1-42 Same; flammable, combustible liquids; dumping.
8-1-43 Chimneys; flues; fireplaces; maintenance.
8-1-44 Stoves; fireplaces; furnaces; location; shielding.
8-1-45 Homemade stoves; restrictions.
8-1-46 Burning; restrictions.
8-1-47 Gasoline, hydrocarbons; pools, pouring, leaks.
8-1-48 Repealed.
8-1-49 Repealed.
8-1-50 Repealed.
8-1-51 Same; hearing; notice.
8-1-52 Same; special exception; expiration.
8-1-53 Same; building permit; certificate of occupancy.
8-1-54 to Reserved.
8-1-57

(d) VIOLATIONS; PENALTY

8-1-58 Violations; penalty.

Nebraska Statutes

For statutory provisions on city fire prevention regulations, see R.R.S. § 16-222; for provisions on city regulation of discharge of fireworks, see R.R.S. § 16-227; for provisions on explosives control, see R.R.S. § 28-1213 et seq.; for provisions on fireworks, see R.R.S. § 28-1241 et seq.

(a) GENERAL PROVISIONS

8-1-1. Terms; defined.

For the purposes of this Article, certain terms (in addition to those defined in the standard codes, or parts thereof, adopted in this Article) are hereby defined as follows.

~~8-1-2. Same; approved devices, materials.~~

~~The term “approved devices, materials” means devices or materials acceptable to the Fire Chief by reason of having been tested and examined by him or her or by some recognized testing laboratory and found to be proper.~~ (Defined in IFC 104.7 and Chapter 2)

~~8-1-3. Same; bureau of fire prevention.~~

~~The term “bureau of fire prevention” means the Fire Department.~~ (Term not used, definition not required)

~~8-1-4. Same; chief of bureau of fire prevention.~~

~~The term “chief of bureau of fire prevention” means the Fire Chief.~~ (Term not used, definition not required)

8-1-5. Same; chief of fire department.

The term “chief of fire department” means the Fire Chief.

8-1-5-1. Same; fire code official.

The term “fire code official” means the fire chief or other designated authority charged with the administration and enforcement of the code, or a duly authorized representative.

8-1-6. Same; corporation counsel.

The term “corporation counsel” means the City Attorney.

8-1-7. Same; fire limits.

The term “Fire Limits” means the Fire Limits as defined in Chapter 4.

8-1-8. Same; Fire prevention code.

The term “fire prevention code” means the provisions of the standard code or codes adopted in this Article.

8-1-9. Same; municipality.

The term “municipality” means the City of Scottsbluff, Nebraska.

8-1-10. Same; terms in standard codes.

The definitions of terms contained in the standard codes and parts thereof adopted in this Article shall apply throughout this Article, except as otherwise clearly indicated in this Article.

8-1-11. Article; application.

The provisions of this Article shall be controlling within the corporate limits of the City and the extra-territorial jurisdiction as defined in Chapter 25 of the Municipal Code, except as otherwise clearly provided herein. All of the requirements and restrictions prescribed by this Article are minimum requirements or restrictions. If greater requirements or restrictions are imposed in any other Chapter, such greater requirements or restrictions shall control. (Ord. 1895, 1971; Ord. 1116) (Added Extra-Territorial Jurisdiction to comply with N.R.S. 19-922)

8-1-12. Fire Prevention Code Adopted; Exceptions; Revisions.

The following standard fire and life safety codes are adopted for the purpose of prescribing regulations governing conditions hazardous to life and property from fire or explosion, the International Fire Code, 2018 edition, including Appendix Chapters A-K, as published by the International Code Council, be and is hereby adopted as the Fire Code of the City of Scottsbluff, the 2003 Edition of the National Fire Protection Association Uniform Fire Code, and documents adopted by Chapter 2 except as otherwise modified or updated by Title 153 Chapter 1 of the Nebraska State Fire Code Regulations including January 2001 and June 2004 updates as well as Annex H and Annex I (all collectively the “Fire Prevention Code”).

Provided, the most restrictive of regulations will be used when there is conflict between the Fire Prevention Code and other Codes adopted by the City. Not less than one (1) copy of the Fire Prevention Code referred to above shall be and remain on file in the office of the City Clerk; and the contents, to the extent adopted, are incorporated in and made a part of this Article by reference. Any reference to a Standard Code is hereinafter referred to as the Fire Prevention Code.

The following sections shall read:

Section 101.1. Insert: City of Scottsbluff

Section 102.7. The codes and standards referenced in this code shall be those that are listed in Chapter 80, and such codes and standards shall be considered to be part of the requirements of this code to the prescribed extent of each such reference and as further regulated in Sections 102.7.1 and 102.7.2 except that the referenced International Code Council (ICC) (not including the International Mechanical Code or the International Plumbing Code), National Fire Protection

Association (NFPA), and International Kitchen Exhaust Cleaning Association (IKECA) codes shall be adopted in their full text.

Section 110.4. Insert: Class II Violation, \$250.00, N/A

Section 112.4. Insert: none, \$250.00

Section 109.1 Add: The appeal shall be made in a writing which shall state the decision appealed and the alleged grounds of error, and shall be filed with the City Clerk within thirty (30) days after the date of the decision appealed

Section 903.2.8. Add: Exception 1: Except in one- and two-family dwellings. (per Council request)

Section 5601.1.3. Add: Exception 5. Fireworks sold, possessed, or discharged in accordance with City Codes 8-1-29 through 8-1-36.

The geographic limits referenced in the following sections of the 2018 International Fire Code shall mean the Fire Limits as defined in Chapter 4:

5704.2.9.6.1

5706.2.4.4

5806.2

6104.2

8-1-12-1. Same; additional. In addition to the codes listed in the IFC Chapter 80, the following documents shall also be adopted and/or revised as indicated and considered as part of the municipal fire code:

NFPA 291—19: Recommended Practice for Fire Flow Testing and Marking of Hydrants,

Section 5.2.1.1 shall read: All barrels of private hydrants are to be chrome yellow and all barrels of public hydrants are to be Rustoleum Federal Safety Orange, or an approved equivalent.

NFPA 101—18: Remove section 24.3.5.1 *Automatic sprinkler system requirements for one-and two-family dwellings* (per Council request)

PEI RP100: Installation of Underground Liquid Storage Systems (2017 Edition),

PEI RP200: Installation of Aboveground Storage Systems (2019 Edition),

PEI RP500: Inspection & Maintenance of Motor Fuel Dispensing (2019 Edition),

PEI RP900: UST Inspection and Maintenance (2017 Edition), and

PEI RP1200: Testing of UST Spill, Overfill, Leak Detection and Secondary Containment (2019 Edition)

ASHRAE (American Society of Heating, Refrigerating and Air-Conditioning Engineers) 154, 2016 edition

8-1-12-2. Grease Duct; Testing. Water-testing as described in American Society of Heating, Refrigerating and Air-Conditioning Engineers (ASHRAE) 154, 2016 edition, section 5.2.1.2 shall be the sole approved method of execution for performing the leakage test of NFPA 96—17: 7.5.2.1.2.

~~**8-1-13. Buildings, structures; fire hazards; generally.**~~

It is hereby made the duty of every owner and every occupant of any building or structure within the City to keep and preserve the same from all known danger of fire. (Ord. 2289, 1977; Ord. 1116) (Found in IFC 110.2)

8-1-14. Records; submission to Fire Department required; format. Records of all system inspections, tests, and maintenance required by the referenced standards shall be maintained on the premises and shall be submitted to the Fire Prevention Office of the Fire Department in a manner and format as prescribed by the fire code official within five (5) working days after the inspections, tests, and maintenance are completed.

8-1-14~~5~~ to 8-1-17. Reserved.

(b) ADMINISTRATION OF LAW

8-1-18. Article; enforcement; Fire Chief.

It shall be the duty of the Fire Chief, personally or through his or her authorized subordinates, to enforce the provisions of this Article. (Ord. 2289, 1977; Ord. 1895, 1971; Ord. 1116) (Found in IFC 104.1)

8-1-19. Removal of hazardous conditions; order; compliance.

An order by the Fire Chief, or other officer, member or inspector of the Fire Department to remove or remedy dangerous or hazardous conditions or materials as provided by the Fire Prevention Code shall be complied with by the person responsible for the conditions or materials within twenty-four (24) hours after service of the order as provided by the Fire Prevention Code, or within such longer reasonable time as the order shall specify. (Ord. 1895, 1971; Ord. 1116) (Found in IFC 111.4)

8-1-20. Permits; inspections; tests.

Before permits are issued, the Fire Chief his or her authorized subordinates shall make or cause to be made such inspections or tests as are necessary to assure that the provisions of this Article are complied with. (Ord. 1895, 1971; Ord. 1116) (Found in IFC 105.2.2)

8-1-21. Article; modification.

The Fire Chief shall have power to modify any of the provisions of this Article upon application in writing by the owner or lessee, or his or her duly authorized agent, when there are practical difficulties in the way of carrying out the strict letter of the code; provided, that the spirit of the code shall be observed, public safety secured, and substantial justice done. The particulars of such modification when granted or allowed and the decision of the Fire Chief thereon shall be entered upon the records of the Fire Department and a signed copy shall be furnished the applicant. (Ord. 1895, 1971; Ord. 1116) (Found in IFC 104.8)

8-1-22. Appeals; requirements.

Whenever the Fire Chief shall disapprove an application or refuse to grant a permit applied for, or when it is claimed that the provisions of this Article do not apply or that the true intent and meaning of the Article have been misconstrued or wrongly interpreted, the applicant may appeal from the decision of the Fire Chief to the City Manager. The appeal shall be made in a writing which shall state the decision appealed and the alleged grounds of error, and shall be filed with the City Manager within thirty (30) days after the date of the decision appealed. (Ord. 1895, 1971; Ord. 1116) (Found in IFC 109.1)

8-1-23 to 8-1-26. Reserved.

(c) PARTICULAR HAZARDS

8-1-27. Explosives; blasting agents; manufacture; storage.

The manufacture or storage of explosives or blasting agents within the City is hereby prohibited;

~~provided, this section shall not apply to small arms ammunition or pyrotechnics, or to persons or situations referred to in the Fire Prevention Code. (Ord. 1895, 1971; Ord. 1116)~~ (Found in IFC Chapter 56)

~~8-1-28. Same; loose state; lighting.~~

~~No person shall sell or in any manner dispose of or handle gunpowder or blasting powder or other explosive of similar nature in the City in a loose state, excepting during daylight or by electric light at night. (Ord. 1895, 1971; Ord. 1116)~~ (Found in IFC Chapter 56)

8-1-29. Fireworks; sale; discharge; possession for sale; gift; use.

It shall be unlawful for any person, firm, partnership or corporation to sell at retail, possess for sale at retail, give away, use, discharge or cause to be discharged, consumer fireworks, and any other fireworks approved under the provisions of this Article. Consumer fireworks may be sold at retail only between June 25 at 12:01 A.M. and July 4 at 11:59 P.M., and December 29 at 12:01 A.M. and December 31 at 11:59 P.M. each year and may be discharged only between 8:00 A.M. and 10:00 P.M. June 25 through July 3, and 8:00 A.M. through 11:59 P.M. July 4, and between 4:30 P.M. December 31 and 12:30 A.M. January 1. Provided, toy cap pistols and toy caps may be sold, given away, used, discharged or caused to be discharged at any time. Provided, further, fireworks of any description are authorized for purposes of public exhibitions or displays as provided in this Article, and public exhibition or displays under the auspices of any governmental subdivision of the State of Nebraska, and according to Nebraska state law. (Ord. 4037, 2010)

8-1-30. Same; definitions.

The following terms defined in this section shall have the meaning herein provided for purposes of section 8-1-29:

Aerial Shell: A firework fired from a cylinder, such as a mortar, but excluding rockets.

Consumer Fireworks: Any of the following devices that (i) meet the requirements set forth in 16 C.F.R. parts 1500 and 1507, as such regulations existed on January 1, 2010, and (ii) are tested and approved by a nationally recognized testing facility or by the State Fire Marshall:

- a. Any small firework device designed to produce visible effects by combustion and which is required to comply with the construction, chemical composition, and labeling regulations of the United States Consumer Product Safety Commission set forth in 16 C.F.R., as such regulations existed on January 1, 2010;
 - b. Any small device designed to produce audible effects such as a whistling device;
 - c. Any ground device or firecracker containing fifty milligrams or less of explosive composition; or
 - d. Any aerial device containing one hundred thirty milligrams or less of explosive composition.
- e. Class C explosives as classified by the United States Department of Transportation shall be considered consumer fireworks. Consumer fireworks does not include:
- a. Rockets that are mounted on a stick or wire and project into the air when ignited, with or without report;
 - b. Wire sparklers, except that silver and gold sparklers are deemed to be consumer fireworks until January 1, 2014;
 - c. Nighttime parachutes;
 - d. Fireworks that are shot into the air and after coming to the ground cause automatic ignition due to sufficient temperature;

- e. Firecrackers that contain more than fifty milligrams of explosive composition; and
- f. Fireworks that have been tested by the State Fire Marshal as a response to complaints and have been deemed to be unsafe.

Rocket: A device consisting of a container containing a combustible substance which is attached to a guiding stick, the whole being projected through the air by pressure exerted by the rearward discharge of gases liberated by combustion.(Ord. 4037, 2010)

8-1-31. Same; permissible list; additions to.

Fireworks not specifically listed in section 8-1-29 may be added to the permissible list by the Fire Chief, by regulation, after investigation and a finding by him or her that they are safe for general use.

A regulation by the State Fire Marshal adding fireworks to the list of permissible fireworks as authorized by the Nebraska statutes shall constitute prima facie evidence that the fireworks are safe for general use for purposes of this ordinance. (Ord. 1895, 1971; Ord. 1116)

8-1-32. Toy revolvers, blank cartridges; sale.

~~It shall be unlawful for any person, firm, partnership, or corporation to use, sell, offer for sale, or keep for sale any toy revolvers for shooting blank cartridges, or blank cartridges for toy revolvers. Provided, blank cartridges may be sold or used for ceremonial purposes, athletic or sporting events. (Ord. 1895, 1971; Ord. 1116)~~ (Found in IFC Chapter 56)

8-1-33. Fireworks; toy revolvers; blank cartridges, possession.

~~It shall be unlawful for any person, firm, partnership or corporation to have in his, her, or its possession any fireworks, toy revolvers or blank cartridges that are prohibited from being sold, used, or discharged by sections 8-1-29, 8-1-32 or 8-1-34 of this Article. If any person shall have in his or her possession any such fireworks, toy revolvers, or blank cartridges, a warrant may be issued for the seizure of such fireworks, toy revolvers or blank cartridges, a warrant may be issued for the seizure of such fireworks, toy revolvers and blank cartridges, and, when seized, shall be safely kept by the magistrate to be used as evidence. Upon conviction of the person, firm, partnership or corporation charged with the offense, the fireworks, toy revolvers and blank cartridges shall be destroyed but if the person, firm, partnership or corporation charged with the offense shall be found not guilty, or the charges dismissed, the fireworks, toy revolvers and blank cartridges shall be returned to the person, firm, partnership or corporation in whose possession they were found. (Ord. 3621, 1999)~~ (Found in IFC Chapter 56)

8-1-34. Fireworks; explosives; throwing.

It shall be unlawful for any person to throw any firecracker, or any object which explodes upon contact with another object, from or into a motor vehicle; on to any street, highway, or sidewalk; at or near any person; into any building; or into or at any group of persons. (Ord. 1895, 1971; Ord. 1116)

8-1-35. Fireworks; exhibitions; display; permit.

Any person, firm, partnership or corporation, before giving any public exhibition or display of fireworks, shall, not less than fifteen (15) days prior to the date when the exhibition or display is to be given, apply to the Fire Chief **Code Official** for a permit to give such exhibition or display, and, upon request, furnish to the Fire Chief a sample of the fireworks to be exhibited or displayed. The Fire Chief **Code Official**, upon being satisfied by investigation or otherwise that

reasonable safety standards are to be observed at the proposed exhibition or display, shall grant such application. (Ord. 2270, 1977; Ord. 1116) (Language change for consistency)

8-1-36. Same; sale; samples.

Any person, firm, partnership or corporation proposing to sell fireworks within the City shall, upon a request made by the Fire Chief Code Official, furnish to the Fire Chief Code Official not less than fifteen (15) days before fireworks may lawfully be sold within the City, a sample of any or all fireworks to be sold. (Ord. 2270, 1977; Ord. 1116) (Language change for consistency)

8-1-37. Flammable liquids, liquefied petroleum gases; ammonia; aboveground storage.

~~The bulk storage of flammable or combustible liquids, liquefied petroleum gases or anhydrous ammonia in outside aboveground tanks, and the use of bulk plants for such liquids, gases or ammonia shall be unlawful, unless the Development Services Director or the city employee designated by the Development Services Director shall have granted a special permit for the storage of such substances in outside above-ground tanks.~~

~~Prior to issuance of a permit, a drawing showing the location of the proposed storage tank and pipe in relation to existing buildings along with a description of the method of installation shall be submitted for approval by the Development Services Director or the city employee designated by the Development Services Director. The applicant shall pay the fee provided in Chapter 6, Article 6. (Ord. 3614, 1999) (Found in IFC 5701.4)~~

8-1-38. Same; zoning districts.

~~No storage of volatile or flammable liquids in excess of six (6) gallons shall be allowed in R-1, R-2, or R-3 Zoning Districts as defined in Chapter 25 of this Code; except that garages, filling stations and establishments existing in R-1, R-2, or R-3 Zoning Districts on February 25, 1957, shall be allowed to continue the sale and use of these liquids if they otherwise comply with the requirements of this Article. (Ord. 3614, 1999) (Per Council Request, will follow same as all other occupancies as outlined in IFC 5701)~~

8-1-39. Same; railroad tank ease cars.

Railroad tank cars containing flammable or combustible liquids, liquefied petroleum gases, or anhydrous ammonia shall not be parked or allowed to stand within the City longer than a period of time reasonably necessary, and utilized for switching operations or for the loading or unloading of such tank cars. (Ord. 1895, 1971; Ord. 1116) (Spelling correction)

8-1-40. Flammable liquids; tank motor vehicles; discharging.

~~No tank motor vehicle shall be parked or left standing unattended on a public street while flammable or combustible liquids are being discharged therefrom. All provisions of the Fire Prevention Code shall be adhered to while discharging flammable or combustible liquors from a tank motor vehicle. (Ord. 1895, 1971; Ord. 1116) (Found in IFC 5705.3.8.2)~~

8-1-41. Crankcase draining; storage.

Crankcase draining may be stored within the fire limits only in such tanks or in closed steel drums or barrels. Storage in steel drums or barrels shall not exceed, in the aggregate, two hundred (200) gallons on any one premises. Storage of crankcase draining shall in all other respects conform to the requirements for storage of Class III liquids which are prescribed by the Fire Prevention Code. (Ord. 2289, 1977; Ord. 1116)

8-1-42. Same; flammable, combustible liquids; dumping.

No crankcase draining or flammable or combustible liquids shall be dumped on any lot, tract of land, street or alley. (Ord. 2289, 1977; Ord. 1116)

8-1-43. Chimneys; flues; fireplaces; maintenance.

All chimneys, flues and fireplaces shall be kept clean and free from accumulation of soot, ashes and cinders, and shall be kept in good repair. (Ord. 1895, 1971; Ord. 1116) (Found in IFC 603.6, NFPA 211)

8-1-44. Stoves; fireplaces; furnaces; location; shielding.

All stoves, ranges, fireplaces, ovens and furnaces within any building shall be so placed and protected by sufficient and durable shields that fire or heat therefrom may not ignite any wall, floor or ceiling of the building; nor of the furniture or fixtures therein. (Ord. 1895, 1971; Ord. 1116) (Found throughout IFC Section 603 and referenced standards)

8-1-45. Homemade stoves; restrictions.

No homemade oil burning stoves or devices that burn crankcase draining shall be used. (Ord. 1895, 1971; Ord. 1116) (Found in IFC 603.5)

8-1-46. Burning; restrictions.

It shall be unlawful for any person, firm or corporation to burn any material, substance, article, trash, rubbish or waste on any lot, tract of land, street or alley, except as otherwise provided in this section.

This section shall not be construed to prohibit:

- (1) burning done in a furnace or fireplace solely for the purpose of heating the building in which the furnace or fireplace is situated, or burning done in a space heater, water heater or cooking stove, if the furnace, fireplace, space heater, water heater or cooking stove is so constructed that the smoke and fumes are vented into a masonry or metal flue of a type which complies with all provisions of the Municipal Code;
- (2) burning done in a furnace, stove or incinerator incidental to a business, commercial or industrial process, or for the purpose of disposing of business, commercial or industrial waste, if the furnace, stove or incinerator is installed according to the Fire Prevention Code. It shall be the responsibility of the owner of said furnace, stove or incinerator to comply with all state and federal standards applicable to said furnace, stove or incinerator;
- (3) burning done by the Fire Department or Volunteer Fire Department in the course of the training of members of such departments, or
- (4) burning of weeds, brush, grass, or debris or caused to be done, by the owner or occupant of premises pursuant to a permit issued by the Fire Chief upon a written application of such person, if the Fire Chief shall in writing determine that the applicant has shown that removal of the growth or accumulated debris cannot reasonably be accomplished by other means, that the safety of all persons and property will be assured. No such permit shall be required for burning irrigation and drainage canals or ditches. The preceding sentence shall not be construed to exempt any person or other entity doing such burning from obtaining the necessary permits required by the statutes of Nebraska. Provided, furnaces, stoves or incinerators in which the burning of rubbish or other readily combustible solid waste material is otherwise permissible hereunder shall not be used for such purposes unless such furnace, stove or incinerator meets the requirement of the Fire Prevention Code. It shall be the responsibility of the owner of said furnace stove or incinerator to make sure that the device meets or exceeds all laws of the State of Nebraska or the United States of America applicable to such device. (Ord. 2724, 1982) (Found in IFC Section 307)

8-1-47. Gasoline, hydrocarbons; pools, pouring, leaks.

It shall be unlawful for any person:

(1) to cause or permit to be present on, above or below the surface of the ground of any premises within the City owned, leased or otherwise controlled by such person any pool gasoline or other hydrocarbons, or

(2) to cause or permit any gasoline or other hydrocarbons to be poured, dumped or leaked onto or into the ground. Each day such a violation continues shall constitute a separate offense. Any pool of gasoline or other hydrocarbons, the pouring or dumping of gasoline or other hydrocarbons, and any tank or other container from which gasoline or other hydrocarbons leak (whether on, above or below the surface of the ground) shall constitute a nuisance. (Ord. 2306, 1977; Ord. 1116)

8-1-48. Repealed.

8-1-49. Repealed.

8-1-50. Repealed.

8-1-51. Same; hearing; notice.

The Building and Fire Codes Exceptions Board shall by rule provide for the giving of notice of hearings on such applications in a manner which shall be reasonable, as determined by the Board, and such notice shall be given in accordance with such rule; provided, interested parties may in writing waive notice as to themselves. (Ord. 2776, 1982) (Found in IFC A101.10)

8-1-52. Same; special exception; expiration.

The granting of a permit under section 8-1-37 shall not dispense with compliance with requirements concerning building permits and certificates of occupancy, and a granted special exception shall expire unless the required building permit and certificate of occupancy, if required, are not issued within six (6) months after the special exception is granted. (Ord. 3614, 1999) (Found in IFC Chapter 1, and 105.2.3)

8-1-53. Same; building permit; certificate of occupancy.

No building permit or certificate of occupancy in respect of storage or bulk plant for which a permit is required by section 8-1-37 may be issued while an application for a permit is pending before the Development Services Director, or in the event Development Services Director denies the application, unless the decision of the Development Services Director is reversed by the Board of Adjustment of a court. (Ord. 3614, 1999) (Cleanup-There is no longer a Development Services Director, and both permits include, or are handled by the Fire Code Official)

8-1-54 to 8-1-57. Reserved.

(d) VIOLATIONS; PENALTY

8-1-58. Violations; penalty.

A violation of any provision of this Article, or the failure to comply with any order or regulation made thereunder, or building in violation of a detailed statement or plan submitted and approved thereunder or of a permit issued thereunder, is a Class II violation. The imposition of a penalty for a violation of this Article shall not excuse the violation or permit it to continue, and each day that such violation is permitted to exist shall constitute a separate offense. Application of the above penalty or penalties shall not prevent the enforced removal of prohibited conditions or enforced termination of prohibited activities.

ARTICLE 2

EMERGENCY SERVICES

Section

8-2-1 Emergency services; attendance; duty.

8-2-2 Fire Chief; command; members; subject to.

- 8-2-3 Aid; summon; power; violation.
- 8-2-4 Electric wires; current; disconnect; power to.
- 8-2-5 Contents of building; destruction; prevention; firefighter; duty.
- 8-2-6 Personal property on premises; removal.
- 8-2-7 Maintenance of order; Fire Chief; power.
- 8-2-8 Disorderly conduct; violation.
- 8-2-9 Interference with firefighter; injury to equipment; prohibited.
- 8-2-10 Motor vehicles; operation; restrictions.
- 8-2-11 Premises; after fire; watch, guard; duty.
- 8-2-12 Supervisory officer; powers; duties.
- 8-2-13 Fires; investigation; report; Fire Chief; duty.
- 8-2-14 Same; record keeping.
- 8-2-15 Violations; penalty.

8-2-1. Emergency services; attendance; duty.

It shall be the duty of the Fire Department of the City to respond promptly to all emergencies which require fire department intervention or assistance, and to remain on the scene until the incident has been mitigated or until the proper agency has relieved members of the Fire Department. (Ord. 2490, 1979; Ord. 1116)

8-2-2. Fire Chief; command; members; subject to.

The members of the Fire Department, including both paid and volunteer, shall be under the command and control of the Fire Chief at all incidents or emergencies which require Fire Department intervention or assistance and it shall be the duty of each and all members to obey his or her orders and follow his or her directions. (Ord. 2490, 1979; Ord. 1116)

8-2-3. Aid; summon; power; violation.

Upon the alarm of emergency, the Fire Chief, the City Manager or any police officer of the City is hereby empowered to call for and require the aid of any motor vehicle or of any person in drawing any fire engine, fire apparatus or other equipment to or from the fire. It shall be unlawful for any person to willfully fail, refuse or neglect to render such assistance. (Ord. 2490, 1979; Ord. 1116)

~~8-2-4. Electric wires; current; disconnect; power to.~~

~~The Fire Chief, or person in charge at the time of an emergency, or the Electrical Inspector, or either of them, shall have the authority to cut, disconnect or cause the removal of any wire, or the turning off of all electrical currents, where the electrical currents interfere with the operations of the Fire Department during the course of an emergency. (Ord. 1116)~~ (Found in IFC 113.1)

8-2-5. Contents of building; destruction; prevention; firefighter duty.

It shall be the duty of each member of the fire company to prevent as far as within his or her power, the unnecessary destruction of the contents of any building on fire. (Ord. 1116)

8-2-6. Personal property on premises; removal.

It shall be unlawful for any member or members of the Fire Department, or any other person, to take, remove or carry away without the consent of the owner, any article of value of any nature from the premises of a fire, other than to remove such article a safe distance from the fire to prevent its burning, or for the purpose of investigating the origin of the fire. (Ord. 1116)

8-2-7. Maintenance of order; Fire Chief; power.

It shall be the duty of the Fire Chief or Fire Code Official of the City to preserve and maintain order at all emergencies. For such purpose, he or she is hereby empowered and given all power and authority of a police officer of the City, and may call to his or her aid in the performance of

his or her duty and any and all inhabitants, citizens or bystanders to assist him or her in maintaining order thereat.

8-2-8. Disorderly conduct; violation.

No person shall indulge or engage in any disorderly conduct at any fire within the City. (Ord. 1116)

~~8-2-9. Interference with firefighter; injury to equipment; prohibited.~~

~~No person shall willfully offer any hindrance to, or interfere with, any firefighter in the performance of his or her duty at an emergency or while going to a emergency, or in any manner willfully injure any fire engine, apparatus or other equipment for mitigating an emergency.~~ (Ord. 2827, 1983) (Found in IFC 104.11.2)

8-2-10. Motor vehicles; operation; restrictions.

No person without the consent of the Fire Chief or Fire Code Official shall drive any vehicle over any unprotected hose of the Fire Department within the City. No vehicle, except by specific direction of the Fire Chief, shall follow, approach or park closer than five hundred (500) feet to a fire or fire apparatus. Provided, the provisions of this section shall not apply either to vehicles carrying doctors or members of the Fire Department, or to drivers of ambulances or other authorized emergency vehicles when an emergency requires abrogation of the fire traffic rules mentioned herein. (Ord. 2490, 1979; Ord. 1116)

8-2-11. Premises; after fire; watch, guard; duty.

It shall be the duty of the Fire Chief or Fire Code Official, after the engines are withdrawn and the firefighter dismissed from any fire within the City, to have and keep charge of the premises until the probable danger of smoulder fire is past and a reasonable time is had for investigation of the cause of the fire. During this time, he or she shall cause strict watch to be kept over and guard the premises where such fire shall have occurred. (Ord. 2490, 1979; Ord. 1116) (Spelling correction)

8-2-12. Supervisory officer; powers; duties.

In the absence of the Fire Chief, the supervisory officer of the Fire Department who is in charge shall exercise the powers and duties of the Chief. (Ord. 2490, 1979; Ord. 1116)

~~8-2-13. Fires; investigation; report; Fire Chief; duty.~~

~~It shall be the duty of the Fire Chief or other individual city employee as the City Manager shall designate to investigate and determine to the best of his or her ability the cause of each and every fire within the City, and to make report thereof which report shall be kept on file in the office of the Fire Chief.~~ (Ord. 1116) (Found in IFC 104.10)

~~8-2-14. Same; recordkeeping.~~

~~The Fire Chief shall keep in the office of the Fire Department, a record of all fires and of all the facts concerning the same, including statistics as to the extent of such fires and the damage caused thereby, and whether such losses were covered by insurance and if so, in what amount. Such record shall be made daily from the reports made by the fire department officers and inspectors. All such records shall be public.~~ (Ord. 1895, 1971; prior code §8-212.01) (Found in IFC 104.6)

8-2-15. Violations; penalty.

A violation of any provision of this Article is a Class II violation.

ARTICLE 3

FIRE ALARMS

(a) DEFINITIONS

Section

8-3-1 Definitions; generally.
8-3-2 Alarm, false.
8-3-3 Alarm, fire.
8-3-4 Alarm system.
8-3-5 Consolidated Communications Center.
8-3-6 Director.
8-3-7 Owner; lessee.
8-3-8 Public safety personnel.
8-3-9 Vendor.

(b) REGULATIONS

8-3-10 Alarm system; regulation; general.
8-3-11 Automatic dialing, calling devices; interconnection.
8-3-12 Same; recorded messages.
8-3-13 Alarm system; permit; required.
8-3-14 Same; application.
8-3-15 Same; fees.
8-3-16 Same; investigation; permit; issuance.
8-3-17 Same; permit; renewal.
8-3-18 Alarm systems; inspection.
8-3-19 Vendors; duties.
8-3-20 Permit holder; installation; maintenance.
8-3-21 Same; training.
8-3-22 Same; change in circumstances.
8-3-23 Alarm; notification of owner or lessee; response by owner or lessee.
8-3-24 Alarm system; use; general.
8-3-25 False alarm; prohibited.
8-3-26 Same; presumption.
8-3-27 Violations; penalty.

(a) DEFINITIONS

8-3-1. Definitions; generally.

The terms defined in subsequent sections of this Article which shall have the meaning, when used in this Article, that is given to the terms in the following sections. (Ord. 2827, 1983)

8-3-2. Alarm, false.

“False alarm” means any signal created by an alarm system (including but not limited to alarm signals initiated by human error) which directly or indirectly notifies public safety personnel of the City of the occurrence of a fire, life hazard or medical emergency, or a burglary, robbery or other criminal offense, when either of the following circumstances is present:

- (1) no such emergency or hazard has occurred or, as the case may be, is occurring, or
- (2) public safety personnel or emergency medical personnel are not needed to respond to such emergency or hazard.

Provided, false alarm shall not include, a signal activated by fire, lighting, tornado winds, flooding or earthquake, or by telephone or power line malfunction verified in writing by the telephone company or power district within seven (7) days after the alarm. (Ord. 2827, 1983)

8-3-3. Alarm, fire.

“Fire alarm” means any communication, or attempted communication, whether in person or by a

mechanical, electrical or electronic device, that is intended or is designed to elicit a prompt response by the Fire Department of the City. (Ord. 2827, 1983)

8-3-4. Alarm system.

“Alarm system” means any mechanical, electrical or electronic device that is arranged, designed, or used to signal the occurrence in the City of a fire, life hazard or medical emergency. Alarm systems include, but are not limited to, those by which public safety personnel of the City are notified directly of such signals by automatic recording devices, or are notified indirectly by way of third persons who monitor the alarm systems and who report such signals to public safety personnel. Alarm systems also include those designed to register a signal which is so audible, visible, or in other ways perceptible outside a protected building, structure, or facility as to notify persons in the neighborhood beyond the lot where the signal is located, who may in turn notify public safety personnel of the City of the signal. Alarm systems do not include those affixed to automobiles, or auxiliary devices installed by telephone companies to protect telephone equipment, or systems which might be damaged or disrupted by the use of an alarm system. (Ord. 2827, 1983)

8-3-5. Consolidated Communications Center.

“Consolidated Communications Center” means that Department of the County of Scotts Bluff established by an interlocal cooperation agreement between the City of Scottsbluff, the City of Gering, and the County of Scotts Bluff dated October 1, 1990, and any subsequent amendments thereto.

8-3-6. Director.

“Director” means the Director of the Consolidated Communications Center.

8-3-7. Owner; lessee.

“Owner” or “lessee” means any person, firm, corporation, partnership, or entity who or which purchases, leases, contracts for or obtains an alarm system. (Ord. 2827, 1983)

8-3-8. Public safety personnel.

“Public safety personnel” means the officers and other members of the Fire Department and Police Department, respectively. (Ord. 2827, 1983)

8-3-9. Vendor.

“Vendor” means any person, firm, corporation, partnership, or entity associated with an alarm business or company, either indirectly or directly, whose duties include but are not necessarily limited to, any of the following: selling, replacing, moving, repairing, maintaining, or installing an alarm system on or in any structure, building, or facility. (Ord. 2827, 1983)

(b) REGULATIONS

8-3-10. Alarm system; regulation; general.

No alarm system shall be installed, maintained or used in violation of any of the requirements of this Article, or of any applicable statute, law or administrative regulation of the United States of America or the State of Nebraska. ~~Provided, every alarm system existing on the effective date of this Article shall be made to comply with the requirements of this Article, including a permit, within ninety (90) days after such date.~~ (Ord. 2827, 1983) **(These requirements are not intended to be retroactive unless otherwise specified).**

8-3-11. Automatic dialing, calling devices; interconnection.

Persons owning or leasing an automatic dialing or calling device situated on premises within the City, upon obtaining a permit therefor as provided in this Article, may, if authorized as provided in this Article, have the device interconnected to a telephone line **or other NFPA 72-approved means** transmitting ~~directly~~ to:

- (1) a privately-owned central alarm panel or station,
- (2) an answering service, or
- (3) the Consolidated Communications Center.

An automatic dialing device also may be interconnected to one or more telephone numbers available to the owner or lessee.

Alarm signals transmitted to a supervising station shall be by addressable device and shall be retransmitted by point identifier to the communications center in an acceptable format. The Fire Chief or Fire Code Official may apply these requirements retroactively to systems installed prior to the effective date of this article.

No automatic dialing or calling device shall be interconnected to any emergency telephone trunkline terminating in the Consolidated Communications Center except as authorized in this Article, and no such device shall be connected to any telephone line of other offices or departments of the City except such telephone line or lines as may be designated by the City Manager for the specific purpose of receiving signals from alarm systems, pursuant to authority which may be vested in the City Manager. (Ord. 2827, 1983) (Updating language to allow for newer technology)

8-3-12. Same; recorded messages.

Alarm systems that automatically dial or call a telephone line that has been designated by the City as provided in this Article shall comply with the following requirements:

- (1) the total length of the recorded message being transmitted to the Consolidated Communications Center (including repetition of message) shall not exceed thirty (30) seconds' duration;
- (2) the recorded message transmitted shall be repeated not less than two (2) nor more than three (3) times;
- (3) the recorded message being transmitted shall incorporate language specifically identifying the message as a "recording," with the balance of the message identifying by street number and name the location of the emergency and the nature of the event which caused the alarm system to activate. If the location of the event signaled by the alarm system is in a multifamily building or a multi-unit office or commercial building, the message shall also identify by number and floor the particular dwelling unit, office unit or commercial unit in which the event occurred or is occurring; and
- (4) the recorded message being transmitted shall be appropriate for the purpose for which the alarm system was installed, and the message in its entirety shall be intelligible and spoken in the English language. (Ord. 2827, 1983)

8-3-13. Alarm system; permit; required.

It shall be unlawful for any person to maintain, interconnect with or use any alarm system within the City without a current valid permit therefor as provided in this Article. (Ord. 2827, 1983)

8-3-14. Same; application.

Each application for an alarm system permit shall be made on a form prescribed by the Director, and shall contain the following information:

- (1) the name, address and telephone number of the owner or lessee, who shall be an adult occupant of the protected premises;
- (2) the type of premises (home, office, other), and any business name by which the premises are known;
- (3) the address of the protected premises, including, if the premises are in a multiple unit residential, commercial or industrial structure or complex, any name by which the structure or

complex is commonly known;

(4) the names, addresses and telephone numbers, including home phone numbers, of all agents having authority or responsibility with respect to the structure or complex;

(5) if the alarm system component consists of automatic dialers, the number and type thereof, the location of all remote annunciators, and the names and telephone numbers of all persons or businesses which are or may be preselected for automatic dialer contact;

(6) the name, address and telephone number of the person with whom the owner or lessee has contracted for maintenance of the alarm system;

(7) the names, addresses and telephone numbers of those persons (not less than two) who can be contacted by the Consolidated Communications Center 24 hours a day and seven days a week to turn off or deactivate the alarm system; and

(8) a statement that the owner or lessee, in consideration of the issuance of the requested permit, has read and agrees to be bound by the terms of this Article. (Ord. 2827, 1983)

8-3-15. Same; fees.

If an alarm system component is to be connected to an alarm panel in the Consolidated Communications Center:

(1) the application for an alarm system permit shall be accompanied by a connection fee in the amount provided in Chapter 6, Article 6, and

(2) the owner or lessee shall pay annually, in addition, a maintenance and monitoring fee in the provided in Chapter 6, Article 6. The latter fee shall be payable, in the first instance, with the application, but no connection fee shall be payable by owners or lessees of an alarm system component which is connected to the alarm panel at the time of enactment of this Article.

If the alarm component is an automatic dialer to be interconnected to a telephone in the Consolidated Communications Center, or is a system which provides for a third party relay of calls to such a telephone, the owner or lessee shall pay to the Consolidated Communications Center annually a monitoring fee in the amount provided in Chapter 6, Article 6, and a fee in such amount shall be paid, in the first instance, with the application for a permit.

If a permit shall be issued, fees which accompanied the application shall be retained; otherwise, they shall be refunded.

This section shall not apply to alarm system components owned or leased by the City or other public law enforcement officials or departments. (Ord. 2827, 1983)

8-3-16. Same; investigation: permit; issuance.

Upon receipt of the permit application and fee, if any, the Fire Chief or Fire Code Official shall cause to be made such investigation as he or she deems necessary. If it appears to the Chief or Fire Code Official that the proposed system will comply with the provisions of this Article, he or she shall cause the Director to issue to the applicant a permit bearing an identifying number, specifying the alarm system for which it is issued, and setting forth the expiration date of the permit. Provided, a permit to interconnect a component of an alarm system situated outside the corporate limits of the City with an alarm panel or telephone(s) of the City shall not issue unless the Fire Chief shall find in writing that such connection will not overburden the Department's alarm system during the period of the permit. (Ord. 2827, 1983) (Updating language to harmonize with updated fire codes)

8-3-17. Same; permit; renewal.

Alarm systems permits shall not be extendable or renewable as a matter of right beyond the period for which a maintenance or monitoring fee has been paid as provided in this Article. (Ord. 2827, 1983)

8-3-18. Alarm systems; inspection.

The Fire Chief or Fire Code Official may inspect, or cause to be inspected, any alarm system for which a permit is required or for which a permit has been issued, for the purpose of ascertaining that information furnished by the application or permittee is correct, and that a system for which a permit has been issued is being maintained in conformance with the requirements of this Article. (Ord. 2827, 1983) (Updating language to harmonize with updated fire codes)

8-3-19. Vendors; duties.

Any vendor installing or maintaining an alarm system shall cause such installation or maintenance to conform to the requirements of this Municipal Code and to the Fire Prevention Code. (Ord. 2827, 1983)

8-3-20. Permit holder; installation; maintenance.

The holder of an alarm system permit shall, at all times, be responsible for the proper installation, maintenance and repair of the system, including, but not limited to, design features, method of installation, the repair or replacement of any component, or any condition which may give rise to a false alarm. (Ord. 2827, 1983)

8-3-21. Same; training.

The holder of an alarm system permit shall be responsible for training and re-training all employees, family members and other persons who may make regular use of the protected premises and who may, in the normal course of their activities, be in a position to accidentally trigger a sensor. Such training shall include procedures and practices to avoid accidental alarms, and steps to follow in the event the system is accidentally triggered. (Ord. 2827, 1983)

8-3-22. Same; change in circumstances.

Within the ten (10) days following any change of circumstances which render obsolete any of the information submitted on an application for an alarm systems permit, the holder of the permit shall file an amendment to his or her application setting forth the currently accurate information. No additional fee shall be required, unless the change is of such character that the permit is no longer applicable to the alarm system for which the permit was issued. (Ord. 2827, 1983)

8-3-23. Alarm; notification of owner or lessee; response by owner or lessee.

Upon receiving an emergency alarm signal, the Fire Chief shall promptly cause the owner or lessee, or his or her authorized representative, to be notified thereof by telephone, if reasonably possible, and the owner or lessee or his or her authorized representative, shall immediately come to the premises in person. (Ord. 2827, 1983)

8-3-24. Alarm system; use; general.

No alarm system shall be activated or used except for the purpose of summoning Fire Department personnel for emergency or life hazard situations. The foregoing sentence shall not be construed to prevent the testing of said alarm system by qualified personnel as provided in the Fire Prevention Code and statutes of the State of Nebraska. (Ord. 2827, 1983)

8-3-25. False alarm; prohibited.

It shall be unlawful for any person to make, or cause to be made, a fire alarm known, or which in the exercise of reasonable care should be known, to be false. (Ord. 2827, 1983)

8-3-26. Same; presumption.

If fire units, responding to an alarm and checking the premises according to standard operating procedure, do not discover any evidence of a fire, or immediately recent fire, there shall be a rebuttable presumption that the alarm was false. (Ord. 2827, 1983)

8-3-27. Violations; penalty.

A violation of any provision of this Article, or the failure to comply with any written notice served as provided in this Article, is a Class II violation. Each day a violation continues shall constitute a separate offense. (Ord. 2827, 1983)

8-3-28. Alarm system; zones prohibited. Fire alarm systems must display the addressable device alias at the panel and any annunciators, rather than identifying only a zone. (Added to reflect modern technology not available in 1983)

8-3-29. Alarm system; annunciator location(s). Sprinkler systems with more than one zone must have a fire alarm annunciator present in the vicinity of the main sprinkler riser zone valves in addition to any others required by code. (Added to reflect modern technology not available in 1983)

8-3-30. Alarm system; main panel replacement. When a fire alarm control panel is replaced or added to an existing fire alarm system, the entire alarm system shall meet the requirements of a new system, including device locations and visual device requirements as outlined in the currently adopted fire and life safety codes and this article. (Codifying a state and local interpretation of fire alarm standards and life safety codes)

Chapter 4 revision as follows:

4-1-19. Fire Limits; established.

The following areas are hereby declared to be within the Fire Limits of the City:

~~PLATTED AREAS~~

~~Addition Block Lot~~

~~Broadway Addition 1,2 All~~

~~Bryant School Addition 37,38,39~~

~~City Addition 1,2 All~~

~~First Addition 1,2,3,4,5 All~~

~~Fourth Addition 1 16 to 28, incl.~~

~~Kenesaw Addition 1 All~~

~~Main Street Addition All~~

~~McClanahan's Addition 1 All~~

~~North Scottsbluff 20,21,22, and
30 to 35, incl. All~~

~~North Scottsbluff 23, 29, 36 W½ of Block~~

~~Original Town 1 to 15 incl. All~~

~~Second Addition A,B,C,D,E All~~

~~Seventh Addition 1,2,3,4 All~~

~~Seventh Addition A All~~

~~Sixth Addition 4,5 All~~

~~South Side Addition 1,2 All~~

~~Subdivision Lots 13, 14 Blk 6, Original Twn All~~

~~Sunset Addition 1 All~~

~~Third Addition 1,2 All~~

~~Third Addition 3 5 to 12, incl.~~

~~Third Addition 4 5 to 8, incl.~~

~~Third Addition 5,6,7,8,9 All~~

~~Tri-State Addition 1,2 All~~

~~UNPLATTED AREAS~~

(All of Twp. 22 N., R.55 W. of 6th P.M.)

Section Quarter Tract

~~23 SW C.B. and Q.R.R. right of way
23 SE C.B. and Q.R.R. right of way; also tract beginning
at a point 60 feet North of the Northeast
corner of Block Four (4), Original Town of the
City; thence North 300 feet; thence West 140
feet; thence South 300 feet; thence east 140
feet to the point of beginning.~~

~~26 NW Tax Lots 20, 21, 39A.~~

Section Quarter Tract

~~26 NE Tax Lots 1, 2, 11, 12, 13, 14, 14A, 14B,
19A, 19B, 19C, 19D, 19E; C.B. and Q.R.R.
right of way West of 2nd Avenue.~~

~~Each of the foregoing descriptions, together with the introductory clause and the applicable
column and other headings in this section, shall constitute a separate and distinct section of this
Article. (Ord. 2409, 1978; Ord. 1116)~~

~~The following areas are hereby declared to be within the Fire Limits of the City:~~

PLATTED AREAS

Broadway Addition- All of BLKS 1,2
City Addition-All of BLKS 1,2
First Addition-All of BLKS 1,2,3,4,5
Fourth Addition- LTS 16-28 of BLK 1
Kenesaw Addition-All of BLK 1
Kelley-Brester Replat-LTS 1-3 of BLK 1
Main Street Addition- LTS 1-24
McClanahan's Addition-All of BLK 1
North Scottsbluff- W1/2 of BLKS 23,29,36;All of BLKS 20,21,22,30,35
Original Town-All of BLKS 1-15
Railway Sub- All of BLK 1
Rueb Subd-LTS 1-3
Rheault Sub-LTS 1-3
Second Addition-All of BLKS A,B,C,D,E
Seventh Addition-All of BLKS 1,2,3,4, A
Sixth Addition-All of BLKS 4,5
South Side Addition-All of BLKS 1,2
Sunset Addition- All of BLK 1
TCI Addition-All of BLK 1
Third Addition- LTS 5 to 12 of BLK 3; LTS 5 to 8 of BLK 4;All of BLKS 1,2,5,6,7,8,9
Tri-State Addition-All of BLKS 1,2,3
Water Shop Addition-All of BLK 1

UNPLATTED AREAS

NE ¼ SEC 26- Tax Lots 1, 2,13,14,14A,14B,19A,19B,19C,19D,19E
NE ¼ SEC 26- That portion of BN & SF Railway ROW that lies north and west of an
intersection of an easterly extension of

the north boundary of the E 12th ST ROW and the east boundary of said BN & SF Railroad ROW.

SW ¼ SEC 23- That portion of BN & SF Railway ROW that lies south and east of the SE corner of LT 9, BLK 1,

Country Club View Add.

SE¼ SEC 23- That portion of BN & SF Railway ROW that lies north and west of an intersection of the south boundary line of said

quarter section and east boundary of said BN & SF Railway ROW.

Each of the foregoing descriptions, together with the introductory clause and the applicable column

and other headings in this section, shall constitute a separate and distinct section of this Article.

(Ord. 2409, 1978; Ord. 1116) (Updated to reflect current plats and subdivisions and provide clarification, map to be included)

23-2-21. Firefighting system; use of water.

~~Water supplied by the City to business establishments in which are installed fire hydrants, hose couplings or fire sprinkler systems shall not be used for purposes other than firefighting or of testing the fire hydrants, hose couplings or fire sprinkler system. (Ord. 1873, 1970; Ord. 1116)~~
(Inconsistent with current uses, also covered by permits in IFC 105.6.15)

23-3-1. Fire hydrants; opening.

~~All hydrants erected by the City for the purpose of use in extinguishing fire are hereby declared to be public hydrants; and no person other than members of the Fire Department, and then only for the use and purpose of such Department, or persons specially authorized by the City Manager and then only in the exercise of the authority delegated by the City Manager, shall open any of such hydrants, or attempt to draw water therefrom, or in any manner interfere therewith. No person authorized to open fire hydrants shall delegate his or her authority to another. (Ord. 1873, 1970; Ord. 1116)~~
(Inconsistent with current uses, also covered by permits in IFC 105.6.15)

ORDINANCE NO. _____

AN ORDINANCE DEALING WITH THE SCOTTSBLUFF FIRE CODE, ADOPTING PROVISIONS OF THE INTERNATIONAL FIRE CODE 2018 EDITION, WITH EXCLUDED PORTIONS; AMENDING CURRENT CHAPTERS, ARTICLES AND SECTIONS OF THE SCOTTSBLUFF MUNICIPAL CODE BY REPEALING OR REVISING CHAPTER 8, ARTICLES 1, 2 AND 3; CHAPTER 4, ARTICLE 1 AND CHAPTER 23, ARTICLES 2 AND 3; REPEALING PRIOR PROVISIONS OF THE SCOTTSBLUFF MUNICIPAL CODE, PROVIDING FOR PUBLICATION IN PAMPHLET FORM AND PROVIDING FOR AN EFFECTIVE DATE.

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

Section 1. Chapter 8, Article 1 of the Scottsbluff Municipal Code is amended to provide as follows:

“(a) GENERAL PROVISIONS

8-1-1. Terms; defined.

For the purposes of this Article, certain terms (in addition to those defined in the standard codes, or parts thereof, adopted in this Article) are hereby defined as follows.

8-1-2. Repealed.

8-1-3. Repealed.

8-1-4. Repealed.

8-1-5. Same; chief of fire department.

The term “chief of fire department” means the Fire Chief.

8-1-5.1 Same; fire code official.

The term “fire code official” means the fire chief or other designated authority charged with the administration and enforcement of the code, or a duly authorized representative.

8-1-6. Same; corporation counsel.

The term “corporation counsel” means the City Attorney.

8-1-7. Same; fire limits.

The term “Fire Limits” means the Fire Limits as defined in Chapter 4.

8-1-8. Same; Fire prevention code.

The term “fire prevention code” means the provisions of the standard code or codes adopted in this Article.

8-1-9. Same; municipality.

The term “municipality” means the City of Scottsbluff, Nebraska.

8-1-10. Same; terms in standard codes.

The definitions of terms contained in the standard codes and parts thereof adopted in this Article shall apply throughout this Article, except as otherwise clearly indicated in this Article.

8-1-11. Article; application.

The provisions of this Article shall be controlling within the corporate limits of the City and the extra-territorial jurisdiction as defined in Chapter 25 of the Municipal Code, except as otherwise clearly provided herein. All of the requirements and restrictions prescribed by this Article are minimum requirements or restrictions. If greater requirements or restrictions are imposed in any other Chapter, such greater requirements or restrictions shall control.

8-1-12. Fire Prevention Code Adopted; Exceptions; Revisions.

The following standard fire and life safety codes are adopted for the purpose of prescribing regulations governing conditions hazardous to life and property from fire or explosion, the International Fire Code, 2018 edition, including Appendix Chapters A-K, as published by the International Code Council, be and is hereby adopted as the Fire Code of the City of Scottsbluff (all collectively the "Fire Prevention Code").

Provided, the most restrictive of regulations will be used when there is conflict between the Fire Prevention Code and other Codes adopted by the City. Not less than one (1) copy of the Fire Prevention Code referred to above shall be and remain on file in the office of the City Clerk; and the contents, to the extent adopted, are incorporated in and made a part of this Article by reference. Any reference to a Standard Code is hereinafter referred to as the Fire Prevention Code.

The following sections shall read:

Section 101.1. Insert: City of Scottsbluff

Section 102.7. The codes and standards referenced in this code shall be those that are listed in Chapter 80, and such codes and standards shall be considered to be part of the requirements of this code to the prescribed extent of each such reference and as further regulated in Sections 102.7.1 and 102.7.2 except that the referenced International Code Council (ICC), other than the International Mechanical Code or the International Plumbing Code, National Fire Protection Association (NFPA), and International Kitchen Exhaust Cleaning Association (IKECA) codes shall be adopted in their full text.

Section 110.4. Insert: Class II Violation, \$250.00, N/A

Section 112.4. Insert: none, \$250.00

Section 109.1 Add: The appeal shall be made in a writing which shall state the decision appealed and the alleged grounds of error, and shall be filed with the City Clerk within thirty (30) days after the date of the decision appealed.

Section 903.2.8 Add: Exception 1: Except in one- and two-family dwellings.

Section 5601.1.3. Add: Exception 5. Fireworks sold, possessed, or discharged in accordance with City Codes 8-1-29 through 8-1-36.

The geographic limits referenced in the following sections of the 2018 International Fire Code shall mean the Fire Limits as defined in Chapter 4:

5704.2.9.6.1

5706.2.4.4

5806.2

6104.2

8-1-12.1. Same; additional. In addition to the codes listed in the IFC Chapter 80, the following documents shall also be adopted and/or revised as indicated and considered as part of the municipal fire code:

NFPA 291—19: Recommended Practice for Fire Flow Testing and Marking of Hydrants,

Section 5-2-1.1 shall read: All barrels of private hydrants are to be chrome yellow and all barrels of public hydrants are to be Rustoleum Federal Safety Orange, or an approved equivalent.

NFPA 101—18: Remove Section 24.3.5.1 Automatic sprinkler system requirements for one- and two-family dwellings.

PEI RP100: Installation of Underground Liquid Storage Systems (2017 Edition),

PEI RP200: Installation of Aboveground Storage Systems (2019 Edition),

PEI RP500: Inspection & Maintenance of Motor Fuel Dispensing (2019 Edition),

PEI RP900: UST Inspection and Maintenance (2017 Edition), and

PEI RP1200: Testing of UST Spill, Overfill, Leak Detection and Secondary Containment (2019 Edition)

ASHRAE (American Society of Heating, Refrigerating and Air-Conditioning Engineers) 154, 2016 edition.

8-1-12.2. Grease Duct; Testing. Water-testing as described in American Society of Heating, Refrigerating and Air-Conditioning Engineers (ASHRAE) 154, 2016 edition, section 5.2.1.2 shall be the sole approved method of execution for performing the leakage test of NFPA 96—17: 7.5.2.1.2.

8-1-13. Repealed.

8-1-14. Records; submission to Fire Department required; format. Records of all system inspections, tests, and maintenance required by the referenced standards shall be maintained on the premises and shall be submitted to the Fire Prevention Office of the Fire Department in a manner and format as prescribed by the fire code official within five (5) working days after the inspections, tests, and maintenance are completed.

8-1-15 to 8-1-17. Reserved.

(b) ADMINISTRATION OF LAW

8-1-18. Repealed.

8-1-19. Repealed.

8-1-20. Repealed.

8-1-21. Repealed.

8-1-22. Repealed.

8-1-23 to 8-1-26. Reserved.

(c) PARTICULAR HAZARDS

8-1-27. Repealed.

8-1-28. Repealed.

8-1-29. Fireworks; sale; discharge; possession for sale; gift; use.

It shall be unlawful for any person, firm, partnership or corporation to sell at retail, possess for sale at retail, give away, use, discharge or cause to be discharged, consumer fireworks, and any other fireworks approved under the provisions of this Article. Consumer fireworks may be sold at retail only between June 25 at 12:01 A.M. and July 4 at 11:59 P.M., and December 29 at 12:01 A.M. and December 31 at 11:59 P.M. each year and may be discharged only between 8:00 A.M. and 10:00 P.M. June 25 through July 3, and 8:00 A.M. through 11:59 P.M. July 4, and between 4:30 P.M. December 31 and 12:30 A.M. January 1. Provided, toy cap pistols and toy caps may be sold, given away, used, discharged or caused to be discharged at any time. Provided, further, fireworks of any description are authorized for purposes of public exhibitions or displays as provided in this Article, and public exhibition or displays under the auspices of any governmental subdivision of the State of Nebraska, and according to Nebraska state law.

8-1-30. Same; definitions.

The following terms defined in this section shall have the meaning herein provided for purposes of section 8-1-29:

Aerial Shell: A firework fired from a cylinder, such as a mortar, but excluding rockets.

Consumer Fireworks: Any of the following devices that (i) meet the requirements set forth in 16 C.F.R. parts 1500 and 1507, as such regulations existed on January 1, 2010, and (ii) are tested and approved by a nationally recognized testing facility or by the State Fire Marshall:

- a. Any small firework device designed to produce visible effects by combustion and which is required to comply with the construction, chemical composition, and labeling regulations of the United States Consumer Product Safety Commission set forth in 16 C.F.R., as such regulations existed on January 1, 2010;
- b. Any small device designed to produce audible effects such as a whistling device;
- c. Any ground device or firecracker containing fifty milligrams or less of explosive composition; or
- d. Any aerial device containing one hundred thirty milligrams or less of explosive composition.
- e. Class C explosives as classified by the United States Department of Transportation shall be considered consumer fireworks.

Consumer fireworks does not include:

- a. Rockets that are mounted on a stick or wire and project into the air when ignited, with or without report;
- b. Wire sparklers, except that silver and gold sparklers are deemed to be consumer fireworks until January 1, 2014;
- c. Nighttime parachutes;
- d. Fireworks that are shot into the air and after coming to the ground cause automatic ignition due to sufficient temperature;
- e. Firecrackers that contain more than fifty milligrams of explosive composition; and
- f. Fireworks that have been tested by the State Fire Marshal as a response to complaints and have been deemed to be unsafe.

Rocket: A device consisting of a container containing a combustible substance which is attached to a guiding stick, the whole being projected through the air by pressure exerted by the rearward discharge of gases liberated by combustion.

8-1-31. Same; permissible list; additions to.

Fireworks not specifically listed in section 8-1-29 may be added to the permissible list by the Fire Chief, by regulation, after investigation and a finding by him or her that they are safe for general use. A regulation by the State Fire Marshal adding fireworks to the list of permissible fireworks as authorized by the Nebraska statutes shall constitute prima facie evidence that the fireworks are safe for general use for purposes of this ordinance.

8-1-32. Repealed.

8-1-33. Repealed.

8-1-34. Repealed.

8-1-35. Fireworks; exhibitions; display; permit.

Any person, firm, partnership or corporation, before giving any public exhibition or display of fireworks, shall, not less than fifteen (15) days prior to the date when the exhibition or display is to be given, apply to the Fire Code Official for a permit to give such exhibition or display, and, upon request, furnish to the Fire Chief a sample of the fireworks to be exhibited or displayed. The Fire Code Official, upon being satisfied by investigation or otherwise that reasonable safety standards are to be observed at the proposed exhibition or display, shall grant such application.

8-1-36. Same; sale; samples.

Any person, firm, partnership or corporation proposing to sell fireworks within the City shall, upon a request made by the Fire Code Official, furnish to the Fire Code Official not less than fifteen (15) days before fireworks may lawfully be sold within the City, a sample of any or all fireworks to be sold.

8-1-37. Repealed.

8-1-38. Repealed.

8-1-39. Same; railroad tank cars.

Railroad tank cars containing flammable or combustible liquids, liquefied petroleum gases, or anhydrous ammonia shall not be parked or allowed to stand within the City longer than a period of time reasonably necessary, and utilized for switching operations or for the loading or unloading of such tank cars.

8-1-40. Repealed.

8-1-41. Crankcase draining; storage.

Crankcase draining may be stored within the fire limits only in such tanks or in closed steel drums or barrels. Storage in steel drums or barrels shall not exceed, in the aggregate, two hundred (200) gallons on any one premises. Storage of crankcase draining shall in all other respects conform to the requirements for storage of Class III liquids which are prescribed by the Fire Prevention Code.

8-1-42. Same; flammable, combustible liquids; dumping.

No crankcase draining or flammable or combustible liquids shall be dumped on any lot, tract of land, street or alley.

8-1-43. Repealed.

8-1-44. Repealed.

8-1-45. Repealed.

8-1-46. Repealed.

8-1-47. Gasoline, hydrocarbons; pools, pouring, leaks.

It shall be unlawful for any person:

(1) to cause or permit to be present on, above or below the surface of the ground of any premises within the City owned, leased or otherwise controlled by such person any pool gasoline or other hydrocarbons, or

(2) to cause or permit any gasoline or other hydrocarbons to be poured, dumped or leaked onto or into the ground. Each day such a violation continues shall constitute a separate offense. Any pool of gasoline or other hydrocarbons, the pouring or dumping of gasoline or other hydrocarbons, and any tank or other container from which gasoline or other hydrocarbons leak (whether on, above or below the surface of the ground) shall constitute a nuisance.

8-1-48. Repealed.

8-1-49. Repealed.

8-1-50. Repealed.

8-1-51. Repealed.

8-1-52. Repealed.

8-1-53. Repealed.

8-1-54 to 8-1-57. Reserved.

(d) VIOLATIONS; PENALTY

8-1-58. Violations; penalty.

A violation of any provision of this Article, or the failure to comply with any order or regulation made thereunder, or building in violation of a detailed statement or plan submitted and approved thereunder or of a permit issued thereunder, is a Class II violation. The imposition of a penalty for a violation of this Article shall not excuse the violation or permit it to continue, and each day that such violation is permitted to exist shall constitute a separate offense. Application of the above penalty or penalties shall not prevent the enforced removal of prohibited conditions or enforced termination of prohibited activities.”

Section 2. Chapter 8, Article 2 of the Scottsbluff Municipal Code is amended to provide as follows:

“8-2-1. Emergency services; attendance; duty.

It shall be the duty of the Fire Department of the City to respond promptly to all emergencies which require fire department intervention or assistance, and to remain on the scene until the incident has been mitigated or until the proper agency has relieved members of the Fire Department.

8-2-2. Fire Chief; command; members; subject to.

The members of the Fire Department, including both paid and volunteer, shall be under the command and control of the Fire Chief at all incidents or emergencies which require Fire Department intervention or assistance and it shall be the duty of each and all members to obey his or her orders and follow his or her directions.

8-2-3. Aid; summon; power; violation.

Upon the alarm of emergency, the Fire Chief, the City Manager or any police officer of the City is hereby empowered to call for and require the aid of any motor vehicle or of any person in drawing any fire engine, fire apparatus or other equipment to or from the fire. It shall be unlawful for any person to wilfully fail, refuse or neglect to render such assistance.

8-2-4. Repealed.

8-2-5. Contents of building; destruction; prevention; firefighter duty.

It shall be the duty of each member of the fire company to prevent as far as within his or her power, the unnecessary destruction of the contents of any building on fire.

8-2-6. Personal property on premises; removal.

It shall be unlawful for any member or members of the Fire Department, or any other person, to take, remove or carry away without the consent of the owner, any article of value of any nature from the premises of a fire, other than to remove such article a safe distance from the fire to prevent its burning, or for the purpose of investigating the origin of the fire.

8-2-7. Maintenance of order; Fire Chief; power.

It shall be the duty of the Fire Chief or Fire Code Official to the City to preserve and maintain order at all emergencies. For such purpose, he or she is hereby empowered and given all power and authority of a police officer of the City, and may call to his or her aid in the performance of his or her duty and any and all inhabitants, citizens or bystanders to assist him or her in maintaining order thereat.

8-2-8. Disorderly conduct; violation.

No person shall indulge or engage in any disorderly conduct at any fire within the City.

8-2-9. Repealed.

8-2-10. Motor vehicles; operation; restrictions.

No person without the consent of the Fire Chief or Fire Code Official shall drive any vehicle over any unprotected hose of the Fire Department within the City. No vehicle, except by specific direction of the Fire Chief, shall follow, approach or park closer than five hundred (500) feet to a fire or fire apparatus. Provided, the provisions of this section shall not apply either to vehicles carrying doctors or members of the Fire Department, or to drivers of ambulances or other authorized emergency vehicles when an emergency requires abrogation of the fire traffic rules mentioned herein.

8-2-11. Premises; after fire; watch, guard; duty.

It shall be the duty of the Fire Chief or Fire Code Official, after the engines are withdrawn and the firefighter dismissed from any fire within the City, to have and keep charge of the premises until the probable danger of smoulder fire is past and a reasonable time is had for investigation of the cause of the fire. During this time, he or she shall cause strict watch to be kept over and guard the premises where such fire shall have occurred.

8-2-12. Supervisory officer; powers; duties.

In the absence of the Fire Chief, the supervisory officer of the Fire Department who is in charge shall exercise the powers and duties of the Chief.

8-2-13. Repealed.

8-2-14. Repealed.

Section 3. Chapter 8, Article 3 of the Scottsbluff Municipal Code is amended to provide as follows:

“(a) DEFINITIONS

8-3-1. Definitions; generally.

The terms defined in subsequent sections of this Article which shall have the meaning, when used in this Article, that is given to the terms in the following sections.

8-3-2. Alarm, false.

“False alarm” means any signal created by an alarm system (including but not limited to alarm signals initiated by human error) which directly or indirectly notifies public safety personnel of the City of the occurrence of a fire, life hazard or medical emergency, or a burglary, robbery or other criminal offense, when either of the following circumstances is present:

- (1) no such emergency or hazard has occurred or, as the case may be, is occurring, or
- (2) public safety personnel or emergency medical personnel are not needed to respond to such emergency or hazard.

Provided, false alarm shall not include, a signal activated by fire, lighting, tornado winds, flooding or earthquake, or by telephone or power line malfunction verified in writing by the telephone company or power district within seven (7) days after the alarm.

8-3-3. Alarm, fire.

“Fire alarm” means any communication, or attempted communication, whether in person or by a mechanical, electrical or electronic device, that is intended or is designed to elicit a prompt response by the Fire Department of the City.

8-3-4. Alarm system.

“Alarm system” means any mechanical, electrical or electronic device that is arranged, designed, or used to signal the occurrence in the City of a fire, life hazard or medical emergency. Alarm systems include, but are not limited to, those by which public safety personnel of the City are notified directly of such signals by automatic recording devices, or are notified indirectly by way of third persons who monitor the alarm systems and who report such signals to public safety personnel. Alarm systems also include those designed to register a signal which is so audible, visible, or in other ways perceptible outside a protected building, structure, or facility as to notify persons in the neighborhood beyond the lot where the signal is located, who may in turn notify public safety personnel of the City of the signal. Alarm systems do not include those affixed to automobiles, or auxiliary devices installed by telephone companies to protect telephone equipment, or systems which might be damaged or disrupted by the use of an alarm system.

8-3-5. Consolidated Communications Center.

“Consolidated Communications Center” means that Department of the County of Scotts Bluff, Nebraska established by an interlocal cooperation agreement between the City of Scottsbluff, the County of Scotts Bluff and other municipalities within Scotts Bluff County, and any subsequent amendments thereto.

8-3-6. Director.

“Director” means the Director of the Consolidated Communications Center.

8-3-7. Owner; lessee.

“Owner” or “lessee” means any person, firm, corporation, partnership, or entity who or which purchases, leases, contracts for or obtains an alarm system.

8-3-8. Public safety personnel.

“Public safety personnel” means the officers and other members of the Fire Department and Police Department, respectively.

8-3-9. Vendor.

“Vendor” means any person, firm, corporation, partnership, or entity associated with an alarm business or company, either indirectly or directly, whose duties include but are not necessarily limited to, any of the following: selling, replacing, moving, repairing, maintaining, or installing an alarm system on or in any structure, building, or facility.

(b) REGULATIONS**8-3-10. Alarm system; regulation; general.**

No alarm system shall be installed, maintained or used in violation of any of the requirements of this Article, or of any applicable statute, law or administrative regulation of the United States of America or the State of Nebraska.

8-3-11. Automatic dialing, calling devices; interconnection.

Persons owning or leasing an automatic dialing or calling device situated on premises within the City, upon obtaining a permit therefor as provided in this Article, may, if authorized as provided in this Article, have the device interconnected to a telephone line or other NFPA 72-approved means transmitting to:

- (1) a privately-owned central alarm panel or station,
- (2) an answering service, or
- (3) the Consolidated Communications Center.

An automatic dialing device also may be interconnected to one or more telephone numbers available to the owner or lessee.

Alarm signals transmitted to a supervising station shall be by addressable device and shall be retransmitted by point identifier to the communications center in an acceptable format. The Fire Chief or Fire Code Official may apply these requirements retroactively to systems installed prior to the effective date of this Article.

No automatic dialing or calling device shall be interconnected to any emergency telephone trunkline terminating in the Consolidated Communications Center except as authorized in this Article, and no such device shall be connected to any telephone line of other offices or departments of the City except such telephone line or lines as may be designated by the City Manager for the specific purpose of receiving signals from alarm systems, pursuant to authority which may be vested in the City Manager.

8-3-12. Same; recorded messages.

Alarm systems that automatically dial or call a telephone line that has been designated by the City as provided in this Article shall comply with the following requirements:

- (1) the total length of the recorded message being transmitted to the Consolidated Communications Center (including repetition of message) shall not exceed thirty (30) seconds' duration;
- (2) the recorded message transmitted shall be repeated not less than two (2) nor more than three (3) times;
- (3) the recorded message being transmitted shall incorporate language specifically identifying the message as a "recording," with the balance of the message identifying by street number and name the location of the emergency and the nature of the event which caused the alarm system to activate. If the location of the event signaled by the alarm system is in a multifamily building or a multi-unit office or commercial building, the message shall also identify by number and floor the particular dwelling unit, office unit or commercial unit in which the event occurred or is occurring; and
- (4) the recorded message being transmitted shall be appropriate for the purpose for which the alarm system was installed, and the message in its entirety shall be intelligible and spoken in the English language.

8-3-13. Alarm system; permit; required.

It shall be unlawful for any person to maintain, interconnect with or use any alarm system within the City without a current valid permit therefor as provided in this Article.

8-3-14. Same; application.

Each application for an alarm system permit shall be made on a form prescribed by the Director, and shall contain the following information:

- (1) the name, address and telephone number of the owner or lessee, who shall be an adult occupant of the protected premises;
- (2) the type of premises (home, office, other), and any business name by which the premises are known;
- (3) the address of the protected premises, including, if the premises are in a multiple unit residential, commercial or industrial structure or complex, any name by which the structure or complex is commonly known;
- (4) the names, addresses and telephone numbers, including home phone numbers, of all agents having authority or responsibility with respect to the structure or complex;
- (5) if the alarm system component consists of automatic dialers, the number and type thereof, the location of all remote annunciators, and the names and telephone numbers of all persons or businesses which are or may be preselected for automatic dialer contact;
- (6) the name, address and telephone number of the person with whom the owner or lessee has contracted for maintenance of the alarm system;

(7) the names, addresses and telephone numbers of those persons (not less than two) who can be contacted by the Consolidated Communications Center 24 hours a day and seven days a week to turn off or deactivate the alarm system; and

(8) a statement that the owner or lessee, in consideration of the issuance of the requested permit, has read and agrees to be bound by the terms of this Article.

8-3-15. Same; fees.

If an alarm system component is to be connected to an alarm panel in the Consolidated Communications Center:

(1) the application for an alarm system permit shall be accompanied by a connection fee in the amount provided in Chapter 6, Article 6, and

(2) the owner or lessee shall pay annually, in addition, a maintenance and monitoring fee in the provided in Chapter 6, Article 6. The latter fee shall be payable, in the first instance, with the application, but no connection fee shall be payable by owners or lessees of an alarm system component which is connected to the alarm panel at the time of enactment of this Article.

If the alarm component is an automatic dialer to be interconnected to a telephone in the Consolidated Communications Center, or is a system which provides for a third party relay of calls to such a telephone, the owner or lessee shall pay to the Consolidated Communications Center annually a monitoring fee in the amount provided in Chapter 6, Article 6, and a fee in such amount shall be paid, in the first instance, with the application for a permit.

If a permit shall be issued, fees which accompanied the application shall be retained; otherwise, they shall be refunded.

This section shall not apply to alarm system components owned or leased by the City or other public law enforcement officials or departments.

8-3-16. Same; investigation: permit; issuance.

Upon receipt of the permit application and fee, if any, the Fire Chief or Fire Code Official shall cause to be made such investigation as he or she deems necessary. If it appears to the Fire Chief or Fire Code Official that the proposed system will comply with the provisions of this Article, he or she shall cause the Director to issue to the applicant a permit bearing an identifying number, specifying the alarm system for which it is issued, and setting forth the expiration date of the permit. Provided, a permit to interconnect a component of an alarm system situated outside the corporate limits of the City with an alarm panel or telephone(s) of the City shall not issue unless the Fire Chief shall find in writing that such connection will not overburden the Department's alarm system during the period of the permit.

8-3-17. Same; permit; renewal.

Alarm systems permits shall not be extendable or renewable as a matter of right beyond the period for which a maintenance or monitoring fee has been paid as provided in this Article.

8-3-18. Alarm systems; inspection.

The Fire Chief or Fire Code Official may inspect, or cause to be inspected, any alarm system for which a permit is required or for which a permit has been issued, for the purpose of ascertaining that information furnished by the application or permittee is correct, and that a system for which a permit has been issued is being maintained in conformance with the requirements of this Article.

8-3-19. Vendors; duties.

Any vendor installing or maintaining an alarm system shall cause such installation or maintenance to conform to the requirements of this Municipal Code and to the Fire Prevention Code.

8-3-20. Permit holder; installation; maintenance.

The holder of an alarm system permit shall, at all times, be responsible for the proper installation, maintenance and repair of the system, including, but not limited to, design features, method of installation, the repair or replacement of any component, or any condition which may give rise to a false alarm.

8-3-21. Same; training.

The holder of an alarm system permit shall be responsible for training and re-training all employees, family members and other persons who may make regular use of the protected premises and who may, in the normal course of their activities, be in a position to accidentally trigger a sensor. Such

training shall include procedures and practices to avoid accidental alarms, and steps to follow in the event the system is accidentally triggered.

8-3-22. Same; change in circumstances.

Within the ten (10) days following any change of circumstances which render obsolete any of the information submitted on an application for an alarm systems permit, the holder of the permit shall file an amendment to his or her application setting forth the currently accurate information. No additional fee shall be required, unless the change is of such character that the permit is no longer applicable to the alarm system for which the permit was issued.

8-3-23. Alarm; notification of owner or lessee; response by owner or lessee.

Upon receiving an emergency alarm signal, the Fire Chief or Fire Code Official shall promptly cause the owner or lessee, or his or her authorized representative, to be notified thereof by telephone, if reasonably possible, and the owner or lessee or his or her authorized representative, shall immediately come to the premises in person.

8-3-24. Alarm system; use; general.

No alarm system shall be activated or used except for the purpose of summoning Fire Department personnel for emergency or life hazard situations. The foregoing sentence shall not be construed to prevent the testing of said alarm system by qualified personnel as provided in the Fire Prevention Code and statutes of the State of Nebraska.

8-3-25. False alarm; prohibited.

It shall be unlawful for any person to make, or cause to be made, a fire alarm known, or which in the exercise of reasonable care should be known, to be false.

8-3-26. Same; presumption.

If fire units, responding to an alarm and checking the premises according to standard operating procedure, do not discover any evidence of a fire, or immediately recent fire, there shall be a rebuttable presumption that the alarm was false.

8-3-27. Violations; penalty.

A violation of any provision of this Article, or the failure to comply with any written notice served as provided in this Article, is a Class II violation. Each day a violation continues shall constitute a separate offense.

8-3-28. Alarm system; zones prohibited.

Fire alarm systems must display the addressable device alias at the panel and any annunciators, rather than identifying only a zone.

8-3-29. Alarm system; annunciator location(s).

Sprinkler systems with more than one zone must have a fire alarm annunciator present in the vicinity of the main sprinkler riser zone valves in addition to any others required by code.

8-3-30. Alarm system; main panel replacement. When a fire alarm control panel is replaced or added to an existing fire alarm system, the entire alarm system shall meet the requirements of a new system, including device locations and visual device requirements as outlined in the currently adopted fire and life safety codes and this Article.”

Section 4. Section 4-1-19 of the Scottsbluff Municipal Code is amended to provide as follows:

4-1-19. Fire Limits; established.

The following areas are hereby declared to be within the Fire Limits of the City:

PLATTED AREAS

Broadway Addition - All of BLKS 1,2

City Addition - All of BLKS 1,2

First Addition - All of BLKS 1,2,3,4,5

Fourth Addition - LTS 16-28 of BLK 1

Kenesaw Addition - All of BLK 1

Kelley-Brester Replat - LTS 1-3 of BLK 1

Main Street Addition - LTS 1-24

McClanahan's Addition - All of BLK 1
 North Scottsbluff - W1/2 of BLKS 23,29,36;All of BLKS 20,21,22,30,35
 Original Town - All of BLKS 1-15
 Railway Sub - All of BLK 1
 Rueb Subd - LTS 1-3
 Rheault Sub - LTS 1-3
 Second Addition - All of BLKS A,B,C,D,E
 Seventh Addition - All of BLKS 1,2,3,4, A
 Sixth Addition - All of BLKS 4,5
 South Side Addition -All of BLKS 1,2
 Sunset Addition - All of BLK 1
 TCI Addition - All of BLK 1
 Third Addition - LTS 5 to 12 of BLK 3; LTS 5 to 8 of BLK 4;All of BLKS 1,2,5,6,7,8,9
 Tri-State Addition - All of BLKS 1,2,3
 Water Shop Addition - All of BLK 1

UNPLATTED AREAS

NE ¼ SEC 26 - Tax Lots 1, 2,13,14,14A,14B,19A,19B,19C,19D,19E
 NE ¼ SEC 26 - That portion of BN & SF Railway ROW that lies north and west of an intersection of an easterly extension of the north boundary of the E 12th ST ROW and the east boundary of said BN & SF Railroad ROW.
 SW ¼ SEC 23 - That portion of BN & SF Railway ROW that lies south and east of the SE corner of LT 9, BLK 1, Country Club View Add.
 SE¼ SEC 23 - That portion of BN & SF Railway ROW that lies north and west of an intersection of the south boundary line of said quarter section and east boundary of said BN &SF Railway ROW.

Each of the foregoing descriptions, together with the introductory clause and the applicable column and other headings in this section, shall constitute a separate and distinct section of this Article.

Section 5. Chapter 23, Article 2 of the Scottsbluff Municipal Code is amended to provide as follows:
"23-2-1. Meter system; established.

All water furnished by the City water system to private consumers shall be furnished through a meter, except as hereinafter otherwise provided, and at the rates hereinafter set forth.

23-2-2. Water service rates.

Each user of the City water system located within the City limits shall pay charges based on bimonthly consumption as provided in Chapter 6, Article 6.

23-2-3. Same; minimum charges.

Each user of the City water system located within the City limits shall pay minimum bimonthly charges as provided in Chapter 6, Article 6.

23-2-4. Water service; application for.

Each person or persons, company or corporation desiring a supply of water must make application therefor to the City Manager, or the designee of the City Manager upon blanks to be furnished by him or her for that purpose. The applicant shall also furnish any and all additional information relative to the water connection and the plumbing in connection therewith as the City Manager, or the designee of the City Manager, may require. All applications must be made by the owner of the premises to which the water is to be delivered, or by the owner's duly authorized agent.

23-2-5. Water for construction use; meters; charges.

Any property owner or contractor desiring water for construction purposes shall make application therefor in writing to the City Manager, or the designee of the City Manager. Such water shall be supplied through a meter unless the City Manager, or the designee of the City Manager, shall determine that there exist practical difficulties which render the use of a meter not reasonably possible. Where the use of a meter has been so determined not to be reasonably possible, the City Manager, or the designee of the City Manager, using proper data and methods, shall estimate the quantity of water so used. Provided, the minimum charge for water supplied for such purpose during each bimonthly period, or fraction thereof, shall be an amount equal to the minimum charge for forty thousand (40,000) gallons as provided in this code.

23-2-6. Meters, reading.

All meters of consumers shall be read by the City Manager, or his or her designee, not less than one (1) time during each period for which water service charges are payable. All meter readings shall be recorded on standard forms in a book of original entry that the City Manager, or the designee of the City Manager, shall keep or cause to be kept for that purpose. Should any meter become out of repair and fail to register properly, or not be readable for any other reason, the consumer shall be charged for the quantity of water shown by the meter reading for the corresponding period of the previous year on the same premises. Provided, when no water was provided and billed for such premises for the corresponding period of the previous year, the consumer shall be charged on the basis of the meter reading for comparable uses during the same period in the City.

23-2-7. Access to meters, pipes, fixtures, entry on premises.

The consumer shall provide ready and convenient access to the meter or, as the case may be, the remote reader so that it may be easily examined, read and maintained by the City Manager, or the designee of the City Manager. All consumers shall permit the City Manager, or the designee of the City Manager, at all hours between 8:00 A.M. and 6:00 P.M., to enter the premises or building for the purpose of inspecting, testing, repairing or replacing any meter, or of inspecting pipes or other fixtures.

23-2-8. Water charges; due, delinquent; when; penalty; where payable.

All charges made by the City for water furnished under this Article shall become due and payable after water has been furnished, and shall be delinquent fifteen (15) days after the date of the bill. A penalty for late payment, in an amount of ten (10) percent of the water charges, shall be added to each bill when payment has become delinquent. Provided, the City, at the discretion of the City Manager, may collect in advance for water furnished special users who are not regular consumers of City water. All such charges shall be payable at the office of the City Clerk.

23-2-9. Same; statements.

The City Clerk shall make, or cause to be made, prior to the date when charges for water are due, statements to each private consumer for water furnished to the consumer. Such statements shall be in writing, shall set forth the amount due from the consumer for water used or furnished between the last regular reading of the customer's meter and the previous reading thereof, and shall state the meter reading in gallons for the current period and the meter reading in gallons during the previous period. Such statements shall be mailed or otherwise delivered to consumers.

23-2-10. Delinquent bills; collections; suit.

In the event a bill for water service is not paid before the same becomes delinquent, the City Clerk shall collect the entire bill. Any payment that does not include the full amount of such bill shall not bar recovery by the City of the unpaid balance, but such unpaid balance shall remain a liability of the delinquent consumer, and suit may be brought in the name of the City for the collection thereof.

23-2-11. Discontinuance, resumption of service; fee.

The City Manager or the designee of the City Manager is hereby authorized to shut off or disconnect the water service of any consumer after the bill of the consumer shall have become delinquent. A fee in an amount determined as provided in section 23-2-12 shall be paid upon the turning on or reconnection of the water service under the following circumstances:

- 1) When any water service has been shut off or disconnected by reason of delinquency in payment of the bill for such service, or
- 2) When water service has been shut off or disconnected at the request of the consumer and the same consumer requests that service be reconnected within thirty days after the request to shut off or disconnect water service.

The fee provided in this section shall not be charged with the disconnection was for the purpose of making repairs. When water has been shut off or disconnected for nonpayment of a bill, it shall not be turned on without an order of the City Manager or the designee of the City Manager and payment of the fee described in this section. Any person turning on water without an order of the City Manager or the designee of the City Manager shall be liable for unpaid water charges and resumption of service fee.

23-2-12. Same; fee; determination.

The amount of the fee to which reference is made in section 23-2-11 shall be such amount as the City Council, by a resolution of general applicability, shall have determined to represent the reasonable

cost to the City of equipment, equipment use and labor required to make the shut off or disconnection and to turn on or reconnect the water service.

23-2-13. Same; assessment against property; lien; exception.

All delinquent charges for water service under this Article shall be a lien upon the real estate to which the water service is supplied. Any delinquent charges for water service which remain unpaid for three months after they become due may be, by resolution of the Council, assessed against the real estate as a special assessment. The special assessment shall be certified by the City Clerk to the Scotts Bluff County Clerk. The County Clerk shall place the assessment on the tax rolls for collection by the County Treasurer, subject to the same penalties and to be collected in the same manner as other City taxes. Provided, the City Clerk shall notify in writing any nonoccupying owners of the real estate or their agents whenever their tenants are sixty (60) days delinquent in the payment of their water charges. If in response to that notice, the real estate owner or his or her agent notifies the City Clerk in writing to discontinue water service, it shall be the duty of The City Clerk to notify the City Manager, or the designee of the City Manager, who shall cause the service to be discontinued. Any charges for water service furnished to the occupants of the real estate contrary to the owner's notice shall not be a lien on the real estate.

23-2-14. Same; remedies; cumulative.

The remedies prescribed by this Article for the collection of delinquent rents and charges shall be deemed cumulative and not exclusive.

23-2-15. Reserved.

23-2-16. Abandonment, destruction of premises; notice; discontinuance of service.

If any consumer shall move from the premises, or the building on the premises shall be destroyed by fire, he or she shall promptly notify the City Manager, or the designee of the City Manager, thereof, and the City Manager, or the designee of the City Manager, shall cause the water to such premises to be shut off.

23-2-17. Water system; repairs; extension; suspension of service.

The City reserves the right at all times to shut off the water supply for necessary repairs or extensions.

23-2-18. Fires; water use during.

The Fire Chief shall have authority by order to prohibit the opening of, and to order closed, any hydrant, sillcock, tap, faucet or other connection of any description on any water line of the City, whether inside or outside of the City, during the progress of any fire within or adjacent to the City; and it shall be unlawful for any person knowingly to fail to comply immediately with such an order.

23-2-19. Sprinkling lawns, gardens; irrigation; water use for; suspension.

The City reserves the right to suspend the use of water for sprinkling lawns, gardens or for irrigation purposes, whenever in the opinion of City Council the public exigency may require it.

23-2-20. Suspension of service; liability.

Neither the City nor any officer or employee thereof shall be liable for damages caused by shutting off the supply of water of any consumer for nonpayment of charges for water service; while the City water system or any part thereof is undergoing repairs; or caused by the freezing of a main or lateral or the breaking of any pipe, service cock, or other equipment, by a shortage of water due to accident or lack of capacity of the system, by an act of God, or by circumstances over which the City has no control. The enumeration herein of damages for which the City and its officers and employees shall not be liable shall not be construed as an assumption of liability for damages not enumerated.

23-2-21. Repealed.

23-2-22. Consumer's contract, rules; regulations; rates; amendments; effect.

The rules, regulations and water rates set forth in this Chapter shall be considered a part of the contract with every person, persons, company or corporation who is supplied with water through the waterworks system of the City; and every such person, persons, company or corporation by taking water shall be considered and held to have consented to be bound thereby. Provided, the City reserves the right at all times to amend or alter, by ordinance, rules and regulations pertaining to water and

water service, including the rates established by this Article, when deemed advisable by the City Council.”

Section 6. Chapter 23, Article 3 of the Scottsbluff Municipal Code is amended to provide as follows:
“23-3-1. Repealed.

23-3-2. Public drinking fountains; design.

No public drinking fountain shall have openings by which it can be used as a source of domestic or other private supply.

23-3-3. Waterworks; injury; interference: prohibited .

No person shall wilfully or carelessly break, injure or deface, interfere with or disturb any machinery, apparatus, fixtures, attachment or appurtenances of the waterworks system of the City; or any public or private hydrant, hose or water trough, curb stop, water supply or service pipe, or any part thereof. Nor shall any person deposit anything in any curb stop box, or commit any act tending to obstruct or impair the intended use of any of the above-mentioned properties.

23-3-4. Water supply; contamination; generally.

No person shall place in or near or around the waterworks system of the City any building or structure, or any dirt, filth or impure substance whatever, or any substance or fluid by which the water shall be rendered impure, unpalatable, or dangerous for human or animal consumption.

23-3-5 Water line; proximity to sanitary sewer line; prohibited.

No water main or water service line, whether in a public street or alley, on privately owned premises or elsewhere, shall be installed within ten (10) feet horizontally, or eighteen (18) inches vertically of any sanitary sewer main. Provided, this section shall not apply to the installation of plumbing fixtures.

23-3-6. Cross-connections; when prohibited.

No plumbing fixture, device or connection shall be installed which will result in a cross-connection between a distribution system of water for drinking and domestic purposes and a drainage system, soil or waste pipe so as to permit or make possible the backflow of sewage or waste into the water supply system. No installation of potable water supply piping or part thereof shall be made in such a manner that it will be possible for used, unclean, polluted or contaminated water, mixtures, or substances to enter any portion of such piping from any tank, receptacle, equipment or plumbing fixture by reason of back siphonage, by suction or any other cause, either during normal use and operation thereof or when any such tank, receptacle, equipment or plumbing fixture is flooded, or subject to pressure in excess of the operating pressure in the hot or cold water piping.

23-3-7. Connection to private water supply; prohibited.

A private water supply shall not be connected to the City water system.

23-3-8. Chapter provisions; effect; scope.

The provisions of this Chapter shall apply to water connections that have been made prior, as well as those that may be made subsequent, to the effective date of such provisions. Provided, it shall not be necessary to obtain a permit for a connection that was made with the consent of the City Council or other authorized officer of the City prior to the adoption of such provisions so long as the system thus connected is maintained in good repair by the owner or user, and does not tend to contaminate water in the water system of the City. Provided, further, such provisions shall not be construed in such manner as to impair the obligation of valid written contracts entered into prior to the adoption of such provisions.

23-3-9. Fluoridation. Fluoride shall not be added to the water system of the City of Scottsbluff.”

Section 7. Previously existing Chapter 8, Article 1, Article 2, Article 3; Chapter 4, Article 1 and Chapter 23, Article 2 and Article 3 of the Scottsbluff Municipal Code and all other Ordinances and parts of Ordinances in conflict herewith are repealed. Provided, however, this Ordinance shall not be construed to affect any rights, liabilities, duties or causes of action, either criminal or civil, existing or actions pending at the time when this Ordinance becomes effective.

Section 8. This Ordinance shall become effective upon its passage, approval as provided by law, and publication shall be in pamphlet form.

PASSED AND APPROVED on _____, 2020.

Mayor

ATTEST:

City Clerk (Seal)

Approved to form:

City Attorney

City of Scottsbluff, Nebraska

Monday, June 1, 2020

Regular Meeting

Item Resolut.2

Council to discuss and consider action on the Resolution naming Paul Reed Construction & Supply Inc. as the contractor for the Scottsbluff Monument Valley Pathway North project with the low bid of \$5, 687,326.17 and authorize the Mayor to sign the Resolution.

Staff Contact: Mark Bohl, Public Works Director

RESOLUTION

WHEREAS, there has been signed by the CITY OF SCOTTSBLUFF on the 7th day of May, 2012, and the State on the 24th day of May, 2012, an agreement providing for the construction of a Federal Aid City Project at the following location: SCOTTSBLUFF MONUMENT VALLEY PATHWAY NORTH and

WHEREAS, in the above agreement, the City has pledged sufficient funds to finance its share of the cost of the construction of this project identified as ENH-79(42), and

WHEREAS, the above mentioned agreement provided that the City will pay costs as set forth in the agreement, and

WHEREAS, the State, on behalf of the City received bids for the construction of this project based on the final plans and specifications on May 21, 2020, at which time 3 bid(s) were received for the construction of the proposed work, and

WHEREAS, the following Contractor(s) for the items of work listed has/have been selected as the low bidder(s) to whom the contract(s) should be awarded:

PAUL REED CONSTRUCTION & SUPPLY, INC, GERING, NE 69341-1763
GRADING, CAST-IN-PLACE RETAINING WALL, MSE WALL AT STATION 0+00.00-2+86.45 , MSE WALL AT STATION 0+00.00-2+03.45, MSE WALL AT STATION 0+00.00-0+74.58, CONCRETE PAVEMENT, CULVERTS, SEEDING, LANDSCAPING, BRIDGE AT STATION 306+39.99 , BRIDGE AT STATION 301+73.97 , ELETRICAL, SIGNING, GENERAL ITEMS: \$5,687,326.17

NOW THEREFORE, in consideration of the above facts, the City Council of the CITY OF SCOTTSBLUFF, by this resolution, takes the following official action:

1. If for any reason the Federal Highway Administration rescinds, limits its obligations, or defers payment of the Federal share of the cost of this project, the City hereby agrees to provide the necessary funds to pay for all costs incurred until and in the event such Federal funds are allowed and paid.

2. The Council hereby concurs in the selection of the above mentioned Contractor(s) for the items of work listed, to whom the contract(s) should be awarded.

3. The Council hereby approves of the final plans and specifications that were used in the bidding process for this project.

4. The Council hereby authorizes the Mayor to sign the contract(s) with the above mentioned Contractor(s) for the above mentioned work on behalf of the City.

DATED THIS _____ DAY OF _____, A.D. _____

CITY OF SCOTTSBLUFF

(Mayor)

ATTEST:

Council Member _____
moved the adoption of said resolution.

(City Clerk)

Roll Call: _____ yea, _____ nay.
Resolution adopted, signed and billed as adopted.

BID TABULATIONS

05/22/2020
10:08 AM

CALL ORDER: 500

CONTRACT ID: 5512

COUNTY: SCOTTS BLUFF

LETTING DATE: 5/21/2020

DISTRICT: 5

PROJECT: ENH-79(42)

CONTRACT DESCRIPTION: SCOTTSBLUFF MONUMENT VALLEY PATHWAY NORTH

VENDOR NO.	BID NOTES
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RANK	VENDOR NO.	VENDOR NAME	TOTAL BID	% OVER LOW BID
1	1826	PAUL REED CONSTRUCTION & SUPPLY, INC.	\$ 5,687,326.17	100.0000 %
2	C143	ERIC REICHERT INSULATION & CONSTRUCTION, INC.	\$ 6,429,475.43	113.0492 %
3	2853	SIMON CONTRACTORS INC.	\$ 6,710,047.56	117.9825 %

BID TABULATIONS

05/22/2020
10:08 AM

CALL ORDER: 500
CONTRACT ID: 5512
PROJECT: ENH-79(42)

LINE NO / ITEM CODE ITEM DESCRIPTION	QUANTITY	(1) 1826 REED CONSTRUCTION & SUPPLY, INC. (PAUL)		(2) C143 REICHERT INSULATION & CONST INC. (ERIC)		(3) 2853 SIMON CONTRACTORS INC.	
		UNIT PRICE	AMOUNT	UNIT PRICE	AMOUNT	UNIT PRICE	AMOUNT
0001 GROUP 1 GRADING							
0001 0030.10 MOBILIZATION	1.000 LUMP	\$ 48,398.38000	\$ 48,398.38	\$ 40,000.00000	\$ 40,000.00	\$ 3,000.00000	\$ 3,000.00
0002 1000.00 LARGE TREE REMOVAL	2.000 EACH	\$ 363.41000	\$ 726.82	\$ 425.00000	\$ 850.00	\$ 440.89000	\$ 881.78
0003 1009.00 GENERAL CLEARING AND GRUBBING	1.000 LUMP	\$ 123,840.65000	\$ 123,840.65	\$ 50,000.00000	\$ 50,000.00	\$ 50,000.00000	\$ 50,000.00
0004 1011.00 WATER	920.000 MGAL	\$ 30.00000	\$ 27,600.00	\$ 30.00000	\$ 27,600.00	\$ 30.00000	\$ 27,600.00
0005 1021.10 REMOVE DELINEATOR UNITS	31.000 EACH	\$ 24.32000	\$ 753.92	\$ 10.20000	\$ 316.20	\$ 11.58000	\$ 358.98
0006 1030.00 EARTHWORK MEASURED IN EMBANKMENT	26291.000 CY	\$ 20.76000	\$ 545,801.16	\$ 10.20000	\$ 268,168.20	\$ 17.09000	\$ 449,313.19
0007 1101.00 REMOVE PAVEMENT	2795.000 SY	\$ 12.57000	\$ 35,133.15	\$ 9.00000	\$ 25,155.00	\$ 8.16000	\$ 22,807.20
0008 1106.00 REMOVE DRIVEWAY	1200.000 SY	\$ 14.73000	\$ 17,676.00	\$ 11.70000	\$ 14,040.00	\$ 11.33000	\$ 13,596.00
0009 1107.00 REMOVE WALK	3024.000 SY	\$ 6.57000	\$ 19,867.68	\$ 13.05000	\$ 39,463.20	\$ 10.48000	\$ 31,691.52
0010 1108.00 REMOVE COMBINATION CURB AND GUTTER	422.000 LF	\$ 9.78000	\$ 4,127.16	\$ 13.05000	\$ 5,507.10	\$ 16.52000	\$ 6,971.44
0011 1111.00 REMOVE FENCE	243.000 LF	\$ 4.63000	\$ 1,125.09	\$ 2.20000	\$ 534.60	\$ 5.06000	\$ 1,229.58
0012 1116.12 REMOVE BOLLARD	14.000 EACH	\$ 51.53000	\$ 721.42	\$ 80.00000	\$ 1,120.00	\$ 56.61000	\$ 792.54
0013 1136.01 REMOVE	23.000 EACH	\$ 35.98000	\$ 827.54	\$ 25.00000	\$ 575.00	\$ 62.28000	\$ 1,432.44
0014 1701.12 12" DRIVEWAY CULVERT PIPE, TYPE 2,3,4,5,6,7 OR 8	16.000 LF	\$ 74.35000	\$ 1,189.60	\$ 9.10000	\$ 145.60	\$ 47.54000	\$ 760.64

BID TABULATIONS

05/22/2020
10:08 AM

CALL ORDER: 500
CONTRACT ID: 5512
PROJECT: ENH-79(42)

LINE NO / ITEM CODE ITEM DESCRIPTION	QUANTITY	(1) 1826 REED CONSTRUCTION & SUPPLY, INC. (PAUL)		(2) C143 REICHERT INSULATION & CONST INC. (ERIC)		(3) 2853 SIMON CONTRACTORS INC.	
		UNIT PRICE	AMOUNT	UNIT PRICE	AMOUNT	UNIT PRICE	AMOUNT
0015 2021.05 REMOVE AND RESET MAILBOX	13.000 EACH	\$ 392.45000	\$ 5,101.85	\$ 24.00000	\$ 312.00	\$ 318.56000	\$ 4,141.28
0016 4310.12 12" FLARED-END SECTION	2.000 EACH	\$ 258.41000	\$ 516.82	\$ 150.00000	\$ 300.00	\$ 348.77000	\$ 697.54
SECTION TOTALS			\$ 833,407.24		\$ 474,086.90		\$ 615,274.13
0002 GROUP 1A CAST-IN-PLACE RETAINING WALL							
0017 0030.10 MOBILIZATION	1.000 LUMP	\$ 971.39000	\$ 971.39	\$ 4,763.00000	\$ 4,763.00	\$ 1.00000	\$ 1.00
0018 1010.01 EXCAVATION (ESTABLISHED QUANTITY)	173.000 CY	\$ 27.75000	\$ 4,800.75	\$ 7.45000	\$ 1,288.85	\$ 13.26000	\$ 2,293.98
0019 6010.12 CLASS 47B-4000 CONCRETE FOR BRIDGE	41.700 CY	\$ 784.57000	\$ 32,716.57	\$ 1,290.00000	\$ 53,793.00	\$ 913.43000	\$ 38,090.03
0020 6131.50 EPOXY COATED REINFORCING STEEL	3718.000 LB	\$ 1.75000	\$ 6,506.50	\$ 1.96000	\$ 7,287.28	\$ 3.74000	\$ 13,905.32
SECTION TOTALS			\$ 44,995.21		\$ 67,132.13		\$ 54,290.33
0003 GROUP 1B MSE WALL AT STATION 0+00.00 - 2+86.45							
0021 0030.10 MOBILIZATION	1.000 LUMP	\$ 54,483.86000	\$ 54,483.86	\$ 12,830.00000	\$ 12,830.00	\$ 58,788.72000	\$ 58,788.72
0022 4095.00 CONCRETE FACE PANELS	5496.000 SF	\$ 35.87000	\$ 197,141.52	\$ 87.00000	\$ 478,152.00	\$ 37.94000	\$ 208,518.24
0023 4095.10 CONCRETE LEVELING PADS	287.000 LF	\$ 32.85000	\$ 9,427.95	\$ 32.00000	\$ 9,184.00	\$ 34.75000	\$ 9,973.25
0024 4095.20 COPING	293.000 LF	\$ 125.94000	\$ 36,900.42	\$ 168.00000	\$ 49,224.00	\$ 133.22000	\$ 39,033.46
0025 4350.24 24" CORRUGATED METAL PIPE	63.000 LF	\$ 33.95000	\$ 2,138.85	\$ 60.00000	\$ 3,780.00	\$ 35.91000	\$ 2,262.33

CALL ORDER: 500
CONTRACT ID: 5512
PROJECT: ENH-79(42)

LINE NO / ITEM CODE ITEM DESCRIPTION	QUANTITY	(1) 1826 REED CONSTRUCTION & SUPPLY, INC. (PAUL)		(2) C143 REICHERT INSULATION & CONST INC. (ERIC)		(3) 2853 SIMON CONTRACTORS INC.	
		UNIT PRICE	AMOUNT	UNIT PRICE	AMOUNT	UNIT PRICE	AMOUNT
0026 6133.13	603.800 SY / LUMP	\$ 10,431.34000	\$ 10,431.34	\$ 10,600.00000	\$ 10,600.00	\$ 11,027.95000	\$ 11,027.95
ANTI-GRAFFITI COATING							
0027 6602.35	603.800 SY / LUMP	\$ 28,309.70000	\$ 28,309.70	\$ 46,709.00000	\$ 46,709.00	\$ 36,871.82000	\$ 36,871.82
SPECIAL SURFACE COATING							
0028 8024.75	2741.000 CY	\$ 45.72000	\$ 125,318.52	\$ 35.00000	\$ 95,935.00	\$ 48.36000	\$ 132,554.76
SELECT GRANULAR BACKFILL FOR MSE WALL							
SECTION TOTALS			\$ 464,152.16		\$ 706,414.00		\$ 499,030.53
0004 GROUP 1C MSE WALL AT STATION 0+00.00 - 2+03.45							
0029 0030.10	1.000 LUMP	\$ 54,483.85000	\$ 54,483.85	\$ 7,515.00000	\$ 7,515.00	\$ 58,788.72000	\$ 58,788.72
MOBILIZATION							
0030 4095.00	3670.000 SF	\$ 35.87000	\$ 131,642.90	\$ 42.00000	\$ 154,140.00	\$ 37.94000	\$ 139,239.80
CONCRETE FACE PANELS							
0031 4095.10	204.000 LF	\$ 32.85000	\$ 6,701.40	\$ 33.00000	\$ 6,732.00	\$ 34.75000	\$ 7,089.00
CONCRETE LEVELING PADS							
0032 4095.20	208.000 LF	\$ 125.94000	\$ 26,195.52	\$ 168.00000	\$ 34,944.00	\$ 133.22000	\$ 27,709.76
COPING							
0033 4350.24	58.000 LF	\$ 33.95000	\$ 1,969.10	\$ 60.00000	\$ 3,480.00	\$ 35.91000	\$ 2,082.78
24" CORRUGATED METAL PIPE							
0034 6133.13	403.200 SY / LUMP	\$ 6,954.23000	\$ 6,954.23	\$ 3,710.00000	\$ 3,710.00	\$ 7,355.83000	\$ 7,355.83
ANTI-GRAFFITI COATING							
0035 6602.35	403.200 SY / LUMP	\$ 18,864.01000	\$ 18,864.01	\$ 32,696.76000	\$ 32,696.76	\$ 19,947.62000	\$ 19,947.62
SPECIAL SURFACE COATING							
0036 8024.75	1679.000 CY	\$ 45.72000	\$ 76,763.88	\$ 35.00000	\$ 58,765.00	\$ 48.36000	\$ 81,196.44
SELECT GRANULAR BACKFILL FOR MSE WALL							
SECTION TOTALS			\$ 323,574.89		\$ 301,982.76		\$ 343,409.95

BID TABULATIONS

05/22/2020
10:08 AM

CALL ORDER: 500
CONTRACT ID: 5512
PROJECT: ENH-79(42)

LINE NO / ITEM CODE ITEM DESCRIPTION QUANTITY	(1) 1826 REED CONSTRUCTION & SUPPLY, INC. (PAUL)		(2) C143 REICHERT INSULATION & CONST INC. (ERIC)		(3) 2853 SIMON CONTRACTORS INC.	
	UNIT PRICE	AMOUNT	UNIT PRICE	AMOUNT	UNIT PRICE	AMOUNT
0005 GROUP 1D MSE WALL AT STATION 0+00.00 - 0+74.58						
0037 0030.10 1.000 LUMP MOBILIZATION	\$ 54,483.86000	\$ 54,483.86	\$ 4,950.00000	\$ 4,950.00	\$ 58,209.52000	\$ 58,209.52
0038 4095.00 689.000 SF CONCRETE FACE PANELS	\$ 35.87000	\$ 24,714.43	\$ 48.00000	\$ 33,072.00	\$ 37.94000	\$ 26,140.66
0039 4095.10 75.000 LF CONCRETE LEVELING PADS	\$ 32.85000	\$ 2,463.75	\$ 40.00000	\$ 3,000.00	\$ 34.75000	\$ 2,606.25
0040 4095.20 76.000 LF COPING	\$ 125.94000	\$ 9,571.44	\$ 191.00000	\$ 14,516.00	\$ 133.22000	\$ 10,124.72
0041 4350.24 27.000 LF 24" CORRUGATED METAL PIPE	\$ 33.95000	\$ 916.65	\$ 60.00000	\$ 1,620.00	\$ 35.91000	\$ 969.57
0042 6133.13 73.300 SY / LUMP ANTI-GRAFFITI COATING	\$ 1,259.43000	\$ 1,259.43	\$ 2,120.00000	\$ 2,120.00	\$ 1,320.57000	\$ 1,320.57
0043 6602.35 73.300 SY / LUMP SPECIAL SURFACE COATING	\$ 3,449.73000	\$ 3,449.73	\$ 14,013.20000	\$ 14,013.20	\$ 3,637.37000	\$ 3,637.37
0044 8024.75 175.000 CY SELECT GRANULAR BACKFILL FOR MSE WALL	\$ 45.72000	\$ 8,001.00	\$ 35.00000	\$ 6,125.00	\$ 48.36000	\$ 8,463.00
SECTION TOTALS		\$ 104,860.29		\$ 79,416.20		\$ 111,471.66
0006 GROUP 3 CONCRETE PAVEMENT						
0045 0030.30 1.000 LUMP MOBILIZATION	\$ 50,690.52000	\$ 50,690.52	\$ 23,857.00000	\$ 23,857.00	\$ 1.00000	\$ 1.00
0046 3014.11 598.000 LF COMBINATION CONCRETE CLASS 47B-3500 CURB AND GUTTER	\$ 34.85000	\$ 20,840.30	\$ 28.00000	\$ 16,744.00	\$ 45.33000	\$ 27,107.34
0047 3016.03 362.000 SY CONCRETE CLASS 47B-3000 SIDEWALK 5"	\$ 59.26000	\$ 21,452.12	\$ 32.50000	\$ 11,765.00	\$ 59.61000	\$ 21,578.82

BID TABULATIONS

05/22/2020
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CALL ORDER: 500
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PROJECT: ENH-79(42)

LINE NO / ITEM CODE ITEM DESCRIPTION	QUANTITY	(1) 1826 REED CONSTRUCTION & SUPPLY, INC. (PAUL)		(2) C143 REICHERT INSULATION & CONST INC. (ERIC)		(3) 2853 SIMON CONTRACTORS INC.	
		UNIT PRICE	AMOUNT	UNIT PRICE	AMOUNT	UNIT PRICE	AMOUNT
0048 3016.39	812.000 SF	\$ 31.67000	\$ 25,716.04	\$ 42.00000	\$ 34,104.00	\$ 181.86000	\$ 147,670.32
DETECTABLE WARNING PANEL							
0049 3016.71	28077.000 SY	\$ 42.19000	\$ 1,184,568.63	\$ 38.00000	\$ 1,066,926.00	\$ 58.83000	\$ 1,651,769.91
6" CONCRETE CLASS 47B-3500 BIKEWAY							
0050 3020.24	2420.000 SY	\$ 64.03000	\$ 154,952.60	\$ 39.00000	\$ 94,380.00	\$ 65.77000	\$ 159,163.40
CONCRETE CLASS 47B-3500 DRIVEWAY							
0051 3075.32	698.000 SY	\$ 96.30000	\$ 67,217.40	\$ 48.15000	\$ 33,608.70	\$ 69.80000	\$ 48,720.40
8" CONCRETE PAVEMENT, CLASS 47B-3500							
0052 4014.71	3.000 EACH	\$ 463.74000	\$ 1,391.22	\$ 735.00000	\$ 2,205.00	\$ 630.17000	\$ 1,890.51
ADJUST INLET TO GRADE							
0053 4015.00	28.000 EACH	\$ 306.24000	\$ 8,574.72	\$ 500.00000	\$ 14,000.00	\$ 861.16000	\$ 24,112.48
ADJUST MANHOLE TO GRADE							
0054 6404.50	226.000 LF	\$ 407.06000	\$ 91,995.56	\$ 368.80000	\$ 83,348.80	\$ 799.29000	\$ 180,639.54
PEDESTRIAN RAILING							
0055 6404.52	257.000 LF	\$ 415.16000	\$ 106,696.12	\$ 378.29000	\$ 97,220.53	\$ 712.42000	\$ 183,091.94
PEDESTRIAN RAILING							
0056 6404.54	1015.000 LF	\$ 102.98000	\$ 104,524.70	\$ 99.07000	\$ 100,556.05	\$ 238.63000	\$ 242,209.45
PEDESTRIAN RAILING							
0057 6404.56	536.000 LF	\$ 191.34000	\$ 102,558.24	\$ 170.53000	\$ 91,404.08	\$ 69.50000	\$ 37,252.00
PEDESTRIAN SAFETY RAIL							
0058 7517.06	515.000 LF	\$ 4.93000	\$ 2,538.95	\$ 6.35000	\$ 3,270.25	\$ 5.21000	\$ 2,683.15
6" WHITE WET REFLECTIVE PREFORMED PAVEMENT MARKING, TYPE 4 GROOVED							
0059 7517.24	446.000 LF	\$ 16.43000	\$ 7,327.78	\$ 23.00000	\$ 10,258.00	\$ 17.38000	\$ 7,751.48
24" WHITE WET REFLECTIVE PREFORMED PAVEMENT MARKING, TYPE 4, GROOVED							
0060 9034.00	2420.000 SY	\$ 9.69000	\$ 23,449.80	\$ 4.10000	\$ 9,922.00	\$ 11.21000	\$ 27,128.20
PREPARATION OF INTERSECTIONS AND DRIVEWAYS							
0061 9111.00	9.000 MGAL	\$ 67.28000	\$ 605.52	\$ 300.00000	\$ 2,700.00	\$ 41.10000	\$ 369.90
WATER							

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		UNIT PRICE	AMOUNT	UNIT PRICE	AMOUNT	UNIT PRICE	AMOUNT
0062 9173.20	698.000 SY	\$ 9.82000	\$ 6,854.36	\$ 1.50000	\$ 1,047.00	\$ 11.21000	\$ 7,824.58
SUBGRADE PREPARATION							
0063 A449.00	4.000 EACH	\$ 618.67000	\$ 2,474.68	\$ 500.00000	\$ 2,000.00	\$ 1,054.68000	\$ 4,218.72
ADJUST PULL BOX TO GRADE							
0064 W600.03	1.000 EACH	\$ 369.83000	\$ 369.83	\$ 500.00000	\$ 500.00	\$ 535.36000	\$ 535.36
ADJUST VALVE BOX TO GRADE							
0065 W600.12	5.000 EACH	\$ 272.29000	\$ 1,361.45	\$ 500.00000	\$ 2,500.00	\$ 426.56000	\$ 2,132.80
ADJUST CURB STOP AND BOX TO GRADE							
0066 W750.09	4.000 EACH	\$ 2,046.46000	\$ 8,185.84	\$ 1,320.00000	\$ 5,280.00	\$ 4,982.36000	\$ 19,929.44
RELOCATE FIRE HYDRANT AND VALVE							
SECTION TOTALS			\$ 1,994,346.38		\$ 1,707,596.41		\$ 2,797,780.74
0007 GROUP 4 CULVERTS							
0067 0030.40	1.000 LUMP	\$ 38,352.39000	\$ 38,352.39	\$ 19,000.00000	\$ 19,000.00	\$ 1.00000	\$ 1.00
MOBILIZATION							
0068 1119.00	2.000 EACH	\$ 395.07000	\$ 790.14	\$ 2,500.00000	\$ 5,000.00	\$ 876.90000	\$ 1,753.80
REMOVE INLET							
0069 4011.14	1.000 EACH	\$ 2,992.86000	\$ 2,992.86	\$ 3,810.00000	\$ 3,810.00	\$ 5,978.83000	\$ 5,978.83
CURB INLET							
0070 4011.60	6.000 EACH	\$ 2,572.74000	\$ 15,436.44	\$ 3,500.00000	\$ 21,000.00	\$ 4,460.67000	\$ 26,764.02
AREA INLET							
0071 4015.50	2.000 EACH	\$ 1,257.41000	\$ 2,514.82	\$ 2,500.00000	\$ 5,000.00	\$ 12,954.13000	\$ 25,908.26
RECONSTRUCT MANHOLE							
0072 4016.00	1.000 EACH	\$ 12,225.07000	\$ 12,225.07	\$ 9,300.00000	\$ 9,300.00	\$ 12,954.14000	\$ 12,954.14
MANHOLE							
0073 4016.01	1.000 EACH	\$ 12,225.08000	\$ 12,225.08	\$ 9,300.00000	\$ 9,300.00	\$ 12,954.14000	\$ 12,954.14
MANHOLE							
0074 4016.02	1.000 EACH	\$ 12,481.43000	\$ 12,481.43	\$ 5,550.00000	\$ 5,550.00	\$ 12,954.14000	\$ 12,954.14
MANHOLE							

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		UNIT PRICE	AMOUNT	UNIT PRICE	AMOUNT	UNIT PRICE	AMOUNT
0075 4016.03 MANHOLE	1.000 EACH	\$ 12,481.44000	\$ 12,481.44	\$ 3,610.00000	\$ 3,610.00	\$ 12,954.14000	\$ 12,954.14
0076 4016.04 MANHOLE	1.000 EACH	\$ 12,225.07000	\$ 12,225.07	\$ 3,810.00000	\$ 3,810.00	\$ 12,954.14000	\$ 12,954.14
0077 4016.05 MANHOLE	1.000 EACH	\$ 12,481.44000	\$ 12,481.44	\$ 3,900.00000	\$ 3,900.00	\$ 12,954.14000	\$ 12,954.14
0078 4016.06 MANHOLE	1.000 EACH	\$ 5,389.23000	\$ 5,389.23	\$ 5,300.00000	\$ 5,300.00	\$ 12,954.14000	\$ 12,954.14
0079 4035.00 REMOVE FLARED-END SECTION	2.000 EACH	\$ 201.79000	\$ 403.58	\$ 250.00000	\$ 500.00	\$ 309.31000	\$ 618.62
0080 4040.00 REMOVE HEADWALLS FROM CULVERTS	3.000 EACH	\$ 1,479.27000	\$ 4,437.81	\$ 750.00000	\$ 2,250.00	\$ 418.42000	\$ 1,255.26
0081 4043.50 REMOVE SEWER PIPE	92.000 LF	\$ 14.26000	\$ 1,311.92	\$ 13.10000	\$ 1,205.20	\$ 26.53000	\$ 2,440.76
0082 4050.01 EXCAVATION FOR PIPE, PIPE-ARCH CULVERTS, AND HEADWALLS	45.000 CY	\$ 54.75000	\$ 2,463.75	\$ 15.00000	\$ 675.00	\$ 7.17000	\$ 322.65
0083 4100.06 CLASS 47B-3000 CONCRETE FOR HEADWALL	30.150 CY	\$ 1,125.80000	\$ 33,942.87	\$ 300.00000	\$ 9,045.00	\$ 1,323.01000	\$ 39,888.75
0084 4107.07 CLASS 47B-3000 CONCRETE FOR CONCRETE COLLARS	7.440 CY	\$ 903.43000	\$ 6,721.52	\$ 200.00000	\$ 1,488.00	\$ 1,186.66000	\$ 8,828.75
0085 4150.00 REINFORCING STEEL FOR HEADWALL	3270.000 LB	\$ 1.73000	\$ 5,657.10	\$ 1.40000	\$ 4,578.00	\$ 3.92000	\$ 12,818.40
0086 4157.00 REINFORCING STEEL FOR COLLARS	409.000 LB	\$ 1.74000	\$ 711.66	\$ 2.50000	\$ 1,022.50	\$ 3.92000	\$ 1,603.28
0087 4310.30 30" FLARED-END SECTION	4.000 EACH	\$ 413.69000	\$ 1,654.76	\$ 810.00000	\$ 3,240.00	\$ 944.16000	\$ 3,776.64
0088 4360.12 12" METAL FLARED-END SECTION	2.000 EACH	\$ 220.34000	\$ 440.68	\$ 210.00000	\$ 420.00	\$ 318.25000	\$ 636.50

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		UNIT PRICE	AMOUNT	UNIT PRICE	AMOUNT	UNIT PRICE	AMOUNT
0089 4360.18	1.000 EACH	\$ 261.30000	\$ 261.30	\$ 315.00000	\$ 315.00	\$ 373.68000	\$ 373.68
18" METAL FLARED-END SECTION							
0090 4360.24	1.000 EACH	\$ 321.78000	\$ 321.78	\$ 340.00000	\$ 340.00	\$ 430.97000	\$ 430.97
24" METAL FLARED-END SECTION							
0091 P070.30	56.000 LF	\$ 37.19000	\$ 2,082.64	\$ 158.00000	\$ 8,848.00	\$ 104.54000	\$ 5,854.24
30" CULVERT PIPE, TYPE 2,3,4,5,6,7 OR 8							
0092 P120.42	12.000 LF	\$ 187.18000	\$ 2,246.16	\$ 183.33000	\$ 2,199.96	\$ 201.79000	\$ 2,421.48
42" CULVERT PIPE, TYPE 2							
0093 P120.60	54.000 LF	\$ 227.37000	\$ 12,277.98	\$ 15,660.00000	\$ 845,640.00	\$ 368.42000	\$ 19,894.68
60" CULVERT PIPE, TYPE 2							
0094 P120.72	24.000 LF	\$ 318.39000	\$ 7,641.36	\$ 353.00000	\$ 8,472.00	\$ 454.80000	\$ 10,915.20
72" CULVERT PIPE, TYPE 2							
0095 P300.12	22.000 LF	\$ 35.89000	\$ 789.58	\$ 36.00000	\$ 792.00	\$ 50.39000	\$ 1,108.58
12" CULVERT PIPE, TYPE 3,4 OR 5							
0096 P300.18	27.000 LF	\$ 53.64000	\$ 1,448.28	\$ 61.00000	\$ 1,647.00	\$ 59.00000	\$ 1,593.00
18" CULVERT PIPE, TYPE 3,4 OR 5							
0097 P300.24	16.000 LF	\$ 55.94000	\$ 895.04	\$ 58.00000	\$ 928.00	\$ 74.04000	\$ 1,184.64
24" CULVERT PIPE, TYPE 3,4 OR 5							
0098 P375.48	24.000 LF	\$ 133.68000	\$ 3,208.32	\$ 115.00000	\$ 2,760.00	\$ 231.11000	\$ 5,546.64
48" ROUND EQUIVALENT CULVERT PIPE, TYPE 3,4,OR 5							
0099 P700.18	767.000 LF	\$ 48.96000	\$ 37,552.32	\$ 44.00000	\$ 33,748.00	\$ 60.17000	\$ 46,150.39
18" STORM SEWER PIPE, TYPE 1,7 OR 8							
0100 P702.15	8.000 LF	\$ 53.23000	\$ 425.84	\$ 44.00000	\$ 352.00	\$ 39.70000	\$ 317.60
15" STORM SEWER PIPE, TYPE 1							
0101 P702.24	50.000 LF	\$ 84.47000	\$ 4,223.50	\$ 45.00000	\$ 2,250.00	\$ 93.42000	\$ 4,671.00
24" STORM SEWER PIPE, TYPE 1							
0102 P702.60	1055.000 LF	\$ 253.21000	\$ 267,136.55	\$ 466.00000	\$ 491,630.00	\$ 359.04000	\$ 378,787.20
60" STORM SEWER PIPE, TYPE 1							

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	UNIT PRICE	AMOUNT	UNIT PRICE	AMOUNT	UNIT PRICE	AMOUNT
0103 P775.66 16.000 LF 66" ROUND EQUIVALENT STORM SEWER PIPE, TYPE 1	\$ 444.58000	\$ 7,113.28	\$ 525.00000	\$ 8,400.00	\$ 581.69000	\$ 9,307.04
SECTION TOTALS		\$ 544,964.99		\$ 1,527,325.66		\$ 711,830.84
0008 GROUP 5 SEEDING						
0104 0030.50 1.000 LUMP MOBILIZATION	\$ 4,928.19000	\$ 4,928.19	\$ 5,042.00000	\$ 5,042.00	\$ 5,212.79000	\$ 5,212.79
0105 L001.02 12.000 ACRE SEEDING, TYPE B	\$ 950.05000	\$ 11,400.60	\$ 1,300.00000	\$ 15,600.00	\$ 1,004.91000	\$ 12,058.92
0106 L019.13 7115.000 SY EROSION CONTROL, CLASS 1D	\$ 2.03000	\$ 14,443.45	\$ 1.30000	\$ 9,249.50	\$ 2.14000	\$ 15,226.10
0107 L021.70 18.000 EACH AREA INLET PROTECTION	\$ 257.36000	\$ 4,632.48	\$ 206.00000	\$ 3,708.00	\$ 272.22000	\$ 4,899.96
0108 L022.11 19432.000 LF FABRIC SILT FENCE-LOW POROSITY	\$ 4.65000	\$ 90,358.80	\$ 3.10000	\$ 60,239.20	\$ 3.30000	\$ 64,125.60
0109 L032.75 27.000 TON MULCH	\$ 202.60000	\$ 5,470.20	\$ 200.00000	\$ 5,400.00	\$ 214.30000	\$ 5,786.10
SECTION TOTALS		\$ 131,233.72		\$ 99,238.70		\$ 107,309.47
0009 GROUP 5L LANDSCAPING						
0110 0030.50 1.000 LUMP MOBILIZATION	\$ 6,023.34000	\$ 6,023.34	\$ 1,111.00000	\$ 1,111.00	\$ 6,371.19000	\$ 6,371.19
0111 L010.45 75.000 EACH SPOROBOLUS HETEROLEPIS (PRAIRIE DROPSEED) #1 CONTAINER	\$ 125.94000	\$ 9,445.50	\$ 75.00000	\$ 5,625.00	\$ 133.22000	\$ 9,991.50
0112 L011.01 370.000 LF BOULDERS	\$ 28.20000	\$ 10,434.00	\$ 35.81000	\$ 13,249.70	\$ 29.83000	\$ 11,037.10
0113 L020.25 83.000 SY WEED CONTROL FABRIC	\$ 24.64000	\$ 2,045.12	\$ 90.00000	\$ 7,470.00	\$ 26.06000	\$ 2,162.98

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		UNIT PRICE	AMOUNT	UNIT PRICE	AMOUNT	UNIT PRICE	AMOUNT
0114 L031.01	710.000 LF	\$ 13.14000	\$ 9,329.40	\$ 3.85000	\$ 2,733.50	\$ 13.90000	\$ 9,869.00
PLANTING BED EDGING							
0115 L032.10	15.000 TON	\$ 142.37000	\$ 2,135.55	\$ 95.00000	\$ 1,425.00	\$ 150.59000	\$ 2,258.85
RIVER ROCK MULCH							
0116 L300.80	15.000 EACH	\$ 711.85000	\$ 10,677.75	\$ 385.00000	\$ 5,775.00	\$ 752.96000	\$ 11,294.40
PICEA GLAUCA 'DENSATA' (BLACKHILLS SPRUCE) 5'-6' B&B OR CONTAINER GROWN							
0117 L302.06	5.000 EACH	\$ 711.85000	\$ 3,559.25	\$ 210.00000	\$ 1,050.00	\$ 752.96000	\$ 3,764.80
PICEA PUNGENS 'GLAUCA' (COLORADO BLUE SPRUCE) 5'-6' B&B							
0118 L441.20	14.000 EACH	\$ 224.51000	\$ 3,143.14	\$ 117.00000	\$ 1,638.00	\$ 237.47000	\$ 3,324.58
CORNUS SERICEA 'ISANTI' (ISANTI DOGWOOD) 24"-30" C.G.							
0119 L559.17	35.000 EACH	\$ 273.79000	\$ 9,582.65	\$ 217.00000	\$ 7,595.00	\$ 289.60000	\$ 10,136.00
RHUS AROMATICA 'GRO-LOW' (GRO-LOW SUMAC) 15"-18" C.G.							
0120 L741.80	15.000 EACH	\$ 711.85000	\$ 10,677.75	\$ 360.00000	\$ 5,400.00	\$ 752.96000	\$ 11,294.40
POULUS TREMULOIDES (PRAIRIE GOLD ASPEN) 2-2.5" CALIPER B&B							
0121 L774.96	8.000 EACH	\$ 684.47000	\$ 5,475.76	\$ 380.00000	\$ 3,040.00	\$ 724.00000	\$ 5,792.00
MALUS 'PRAIRIFIRE' (PRAIRIFIRE CRABAPPLE) 1 1/2" CALIPER B&B OR CONTAINER GROWN							
0122 L803.00	44.000 EACH	\$ 224.51000	\$ 9,878.44	\$ 368.00000	\$ 16,192.00	\$ 237.47000	\$ 10,448.68
PRUNUS BESSEY (WESTERN SANDCHERRY) #2 CONTAINER GROWN							
0123 L809.80	11.000 EACH	\$ 711.85000	\$ 7,830.35	\$ 368.00000	\$ 4,048.00	\$ 752.96000	\$ 8,282.56
QUERCUS MACROCARPA ROBUR (HERITAGE OAK) 2.5-3" CAL. B&B							
0124 L834.04	12.000 EACH	\$ 711.85000	\$ 8,542.20	\$ 370.00000	\$ 4,440.00	\$ 752.96000	\$ 9,035.52
ULMUS 'FRONTIER ELM' (FRONTIER ELM) 2- 2.5" CAL. B&B							

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0125 L946.79	15.000 EACH	\$ 136.89000	\$ 2,053.35	\$ 125.00000	\$ 1,875.00	\$ 144.80000	\$ 2,172.00
SCHIZACHYRIUM SCOPARIUM (LITTLE BLUESTEM) #1 CONTAINER GROWN							
0126 L952.15	74.000 EACH	\$ 136.89000	\$ 10,129.86	\$ 210.00000	\$ 15,540.00	\$ 144.80000	\$ 10,715.20
HEROROCALLIS 'STELLA D'ORO' (STELLA D'ORO DAYLILLY) 1 GAL.							
0127 L952.50	109.000 EACH	\$ 125.94000	\$ 13,727.46	\$ 225.00000	\$ 24,525.00	\$ 133.22000	\$ 14,520.98
NEPETA FAASSENII 'WALKER'S LOW' (WALKER'S LOW CATMINT) 1 GAL.							
0128 L970.50	16.000 EACH	\$ 125.94000	\$ 2,015.04	\$ 170.00000	\$ 2,720.00	\$ 133.22000	\$ 2,131.52
PANICUM VIRGATUM 'SHENANDOAH' (SHENANDOAH SWITCHGRASS) 1 GAL.							
SECTION TOTALS			\$ 136,705.91		\$ 125,452.20		\$ 144,603.26
0010 GROUP 6 BRIDGE AT STATION 306+39.99 126'X12' PEDESTRIAN BRIDGE							
0129 0030.60	1.000 LUMP	\$ 7,845.97000	\$ 7,845.97	\$ 11,801.00000	\$ 11,801.00	\$ 49,200.00000	\$ 49,200.00
MOBILIZATION							
0130 6005.36	22.000 LF	\$ 47.03000	\$ 1,034.66	\$ 44.20000	\$ 972.40	\$ 130.00000	\$ 2,860.00
PRECOMPRESSED POLYURETHANE FOAM JOINT, TYPE A							
0131 6010.22	30.100 CY	\$ 981.19000	\$ 29,533.82	\$ 835.00000	\$ 25,133.50	\$ 3,000.00000	\$ 90,300.00
CLASS 47B-3000 CONCRETE FOR BRIDGE							
0132 6070.50	1944.000 SF / LUMP	\$ 468,246.34000	\$ 468,246.34	\$ 459,745.00000	\$ 459,745.00	\$ 516,000.00000	\$ 516,000.00
PEDESTRIAN BRIDGE							
0133 6081.00	6215.000 LB	\$ 5.02000	\$ 31,199.30	\$ 4.87000	\$ 30,267.05	\$ 6.00000	\$ 37,290.00
STRUCTURAL STEEL FOR SUPERSTRUCTURE							
0134 6131.50	4099.000 LB	\$ 2.09000	\$ 8,566.91	\$ 1.40000	\$ 5,738.60	\$ 3.20000	\$ 13,116.80
EPOXY COATED REINFORCING STEEL							
0135 6133.13	94.440 SY / LUMP	\$ 1,716.15000	\$ 1,716.15	\$ 2,120.00000	\$ 2,120.00	\$ 1,490.00000	\$ 1,490.00
ANTI-GRAFFITI COATING							

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0136 6210.14	432.000 LF	\$ 97.02000	\$ 41,912.64	\$ 95.17000	\$ 41,113.44	\$ 70.00000	\$ 30,240.00
HP 12 INCH X 53 LB STEEL PILING							
0137 6600.01	198.000 LF	\$ 10.81000	\$ 2,140.38	\$ 10.01000	\$ 1,981.98	\$ 15.00000	\$ 2,970.00
1" CONDUIT IN BRIDGE							
0138 6601.03	102.000 LF	\$ 10.12000	\$ 1,032.24	\$ 9.16000	\$ 934.32	\$ 15.00000	\$ 1,530.00
3/4" CONDUIT IN BRIDGE							
0139 6602.35	94.440 SY / LUMP	\$ 4,578.98000	\$ 4,578.98	\$ 14,013.20000	\$ 14,013.20	\$ 4,040.00000	\$ 4,040.00
SPECIAL SURFACE COATING							
SECTION TOTALS			\$ 597,807.39	\$ 593,820.49		\$ 749,036.80	
0011 GROUP 6A BRIDGE AT STATION 301+73.97 60'X12' PEDESTRIAN BRIDGE							
0140 0030.60	1.000 LUMP	\$ 2,148.38000	\$ 2,148.38	\$ 6,207.00000	\$ 6,207.00	\$ 34,000.00000	\$ 34,000.00
MOBILIZATION							
0141 6000.10	18.000 CY / LUMP	\$ 1,220.91000	\$ 1,220.91	\$ 1,600.00000	\$ 1,600.00	\$ 7,300.00000	\$ 7,300.00
ABUTMENT NO.1 EXCAVATION							
0142 6005.37	22.000 LF	\$ 142.33000	\$ 3,131.26	\$ 44.25000	\$ 973.50	\$ 130.00000	\$ 2,860.00
PRECOMPRESSED POLYURETHANE FOAM JOINT, TYPE B							
0143 6010.22	17.300 CY	\$ 1,060.62000	\$ 18,348.73	\$ 1,285.00000	\$ 22,230.50	\$ 1,100.00000	\$ 19,030.00
CLASS 47B-3000 CONCRETE FOR BRIDGE							
0144 6070.50	720.000 SF / LUMP	\$ 60,489.49000	\$ 60,489.49	\$ 59,355.00000	\$ 59,355.00	\$ 75,000.00000	\$ 75,000.00
PEDESTRIAN BRIDGE							
0145 6131.50	2701.000 LB	\$ 2.11000	\$ 5,699.11	\$ 1.40000	\$ 3,781.40	\$ 3.20000	\$ 8,643.20
EPOXY COATED REINFORCING STEEL							
0146 6210.14	183.000 LF	\$ 120.47000	\$ 22,046.01	\$ 118.07000	\$ 21,606.81	\$ 76.00000	\$ 13,908.00
HP 12 INCH X 53 LB STEEL PILING							
SECTION TOTALS			\$ 113,083.89	\$ 115,754.21		\$ 160,741.20	
0012 GROUP 8B ELETRICAL							

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LINE NO / ITEM CODE ITEM DESCRIPTION	QUANTITY	(1) 1826 REED CONSTRUCTION & SUPPLY, INC. (PAUL)		(2) C143 REICHERT INSULATION & CONST INC. (ERIC)		(3) 2853 SIMON CONTRACTORS INC.	
		UNIT PRICE	AMOUNT	UNIT PRICE	AMOUNT	UNIT PRICE	AMOUNT
0147 0030.80 MOBILIZATION	1.000 LUMP	\$ 5,220.34000	\$ 5,220.34	\$ 6,600.00000	\$ 6,600.00	\$ 4,213.21000	\$ 4,213.21
0148 A001.40 JUNCTION BOX	3.000 EACH	\$ 465.44000	\$ 1,396.32	\$ 445.47000	\$ 1,336.41	\$ 318.56000	\$ 955.68
0149 A001.40 JUNCTION BOX	4.000 EACH	\$ 513.35000	\$ 2,053.40	\$ 487.50000	\$ 1,950.00	\$ 752.96000	\$ 3,011.84
0150 A010.70 LUMINAIRE	3.000 EACH	\$ 226.59000	\$ 679.77	\$ 218.18000	\$ 654.54	\$ 173.76000	\$ 521.28
0151 A010.86 LOW MOUNT LIGHTING UNIT	4.000 EACH	\$ 1,028.74000	\$ 4,114.96	\$ 977.60000	\$ 3,910.40	\$ 868.80000	\$ 3,475.20
0152 A010.88 PEDESTRIAN WALKWAY LUMINAIRE	39.000 EACH	\$ 4,169.90000	\$ 162,626.10	\$ 3,959.90000	\$ 154,436.10	\$ 5,096.95000	\$ 198,781.05
0153 A010.88 PEDESTRIAN WALKWAY LUMINAIRE	2.000 EACH	\$ 4,489.31000	\$ 8,978.62	\$ 4,263.22000	\$ 8,526.44	\$ 5,328.64000	\$ 10,657.28
0154 A017.56 STREET LIGHT FOUNDATION	41.000 EACH	\$ 1,095.15000	\$ 44,901.15	\$ 936.00000	\$ 38,376.00	\$ 579.20000	\$ 23,747.20
0155 A020.36 LIGHTING CONTROL CENTER, TYPE R-2	1.000 EACH	\$ 14,127.48000	\$ 14,127.48	\$ 13,416.00000	\$ 13,416.00	\$ 5,212.79000	\$ 5,212.79
0156 A065.69 1 1/2 INCH PVC CONDUIT IN TRENCH	100.000 LF	\$ 6.24000	\$ 624.00	\$ 6.21000	\$ 621.00	\$ 3.48000	\$ 348.00
0157 A069.06 1/2" CONDUIT ON STRUCTURE	48.000 LF	\$ 10.22000	\$ 490.56	\$ 9.71000	\$ 466.08	\$ 0.93000	\$ 44.64
0158 A069.14 1-INCH CONDUIT IN TRENCH	866.000 LF	\$ 10.24000	\$ 8,867.84	\$ 9.72000	\$ 8,417.52	\$ 2.61000	\$ 2,260.26
0159 A079.31 #4 AWG CU CONDUCTOR	300.000 LF	\$ 1.40000	\$ 420.00	\$ 1.34000	\$ 402.00	\$ 1.39000	\$ 417.00
0160 A079.34 #10 AWG CU CONDUCTOR	4210.000 LF	\$ 0.59000	\$ 2,483.90	\$ 57.00000	\$ 239,970.00	\$ 0.93000	\$ 3,915.30
0161 A079.35 #12 AWG CU CONDUCTOR	270.000 LF	\$ 0.56000	\$ 151.20	\$ 54.00000	\$ 14,580.00	\$ 0.70000	\$ 189.00

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		UNIT PRICE	AMOUNT	UNIT PRICE	AMOUNT	UNIT PRICE	AMOUNT
0162 A079.48 GROUND ROD	43.000 EACH	\$ 35.15000	\$ 1,511.45	\$ 33.38000	\$ 1,435.34	\$ 28.96000	\$ 1,245.28
0163 A079.50 GROUNDING CONDUCTOR	430.000 LF	\$ 4.18000	\$ 1,797.40	\$ 3.97000	\$ 1,707.10	\$ 1.16000	\$ 498.80
0164 A100.10 ELECTRICAL SERVICE	1.000 EACH	\$ 3,285.00000	\$ 3,285.00	\$ 3,120.00000	\$ 3,120.00	\$ 2,316.80000	\$ 2,316.80
SECTION TOTALS			\$ 263,729.49		\$ 499,924.93		\$ 261,810.61
0013 GROUP 8C SIGNING							
0165 0030.80 MOBILIZATION	1.000 LUMP	\$ 3,833.04000	\$ 3,833.04	\$ 11,231.00000	\$ 11,231.00	\$ 4,054.39000	\$ 4,054.39
0166 7321.00 TYPE A SIGN	267.500 SF	\$ 32.85000	\$ 8,787.38	\$ 31.80000	\$ 8,506.50	\$ 34.75000	\$ 9,295.63
0167 7340.00 STRUCTURAL STEEL FOR SIGN SUPPORTS	1062.000 LB	\$ 3.83000	\$ 4,067.46	\$ 3.71000	\$ 3,940.02	\$ 4.05000	\$ 4,301.10
SECTION TOTALS			\$ 16,687.88		\$ 23,677.52		\$ 17,651.12
0014 GROUP 10 GENERAL ITEMS							
0168 0001.08 BARRICADE, TYPE II	2025.000 BDAY	\$ 0.50000	\$ 1,012.50	\$ 0.50000	\$ 1,012.50	\$ 0.50000	\$ 1,012.50
0169 0001.10 BARRICADE, TYPE III	25.000 BDAY	\$ 16.43000	\$ 410.75	\$ 15.90000	\$ 397.50	\$ 17.38000	\$ 434.50
0170 0001.75 TEMPORARY SIGN DAY	100.000 EACH	\$ 5.48000	\$ 548.00	\$ 5.30000	\$ 530.00	\$ 5.79000	\$ 579.00
0171 0001.90 SIGN DAY	14600.000 EACH	\$ 1.10000	\$ 16,060.00	\$ 1.06000	\$ 15,476.00	\$ 1.16000	\$ 16,936.00
0172 0001.97 BARRICADE SIGN DAY	500.000 EACH	\$ 2.19000	\$ 1,095.00	\$ 2.12000	\$ 1,060.00	\$ 2.32000	\$ 1,160.00

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		UNIT PRICE	AMOUNT	UNIT PRICE	AMOUNT	UNIT PRICE	AMOUNT
0173 0002.97 FLASHING ARROW PANEL	25.000 DAY	\$ 821.36000	\$ 20,534.00	\$ 795.00000	\$ 19,875.00	\$ 868.80000	\$ 21,720.00
0174 0003.10 FLAGGING	40.000 DAY	\$ 665.32000	\$ 26,612.80	\$ 620.10000	\$ 24,804.00	\$ 677.66000	\$ 27,106.40
0175 0020.00 TRAINING	100.000 HOUR	\$ 2.00000	\$ 200.00	\$ 2.00000	\$ 200.00	\$ 2.00000	\$ 200.00
0176 0030.10 MOBILIZATION	1.000 LUMP	\$ 16,743.75000	\$ 16,743.75	\$ 12,090.00000	\$ 12,090.00	\$ 8,687.99000	\$ 8,687.99
0177 9110.01 RENTAL OF LOADER, FULLY OPERATED	50.000 HOUR	\$ 132.73000	\$ 6,636.50	\$ 135.00000	\$ 6,750.00	\$ 106.46000	\$ 5,323.00
0178 9110.03 RENTAL OF DUMP TRUCK, FULLY OPERATED	50.000 HOUR	\$ 96.18000	\$ 4,809.00	\$ 90.00000	\$ 4,500.00	\$ 87.70000	\$ 4,385.00
0179 9110.07 RENTAL OF SKID LOADER, FULLY OPERATED	50.000 HOUR	\$ 88.91000	\$ 4,445.50	\$ 90.00000	\$ 4,500.00	\$ 84.39000	\$ 4,219.50
0180 9110.27 RENTAL OF CRAWLER MOUNTED HYDRAULIC EXCAVATOR, FULLY OPERATED	50.000 HOUR	\$ 139.86000	\$ 6,993.00	\$ 170.00000	\$ 8,500.00	\$ 118.32000	\$ 5,916.00
0181 L022.75 TEMPORARY SILT CHECK	500.000 LF	\$ 4.99000	\$ 2,495.00	\$ 4.15000	\$ 2,075.00	\$ 5.21000	\$ 2,605.00
0182 L022.90 TEMPORARY SILT FENCE	500.000 LF	\$ 4.93000	\$ 2,465.00	\$ 4.15000	\$ 2,075.00	\$ 5.21000	\$ 2,605.00
0183 L032.70 TEMPORARY MULCH	4.000 TON	\$ 246.41000	\$ 985.64	\$ 2.08000	\$ 8.32	\$ 260.64000	\$ 1,042.56
0184 L860.50 ENVIRONMENTAL COMMITMENTS - CONTRACTOR COMPLIANCE	1.000 LUMP	\$ 5,730.29000	\$ 5,730.29	\$ 3,800.00000	\$ 3,800.00	\$ 31,874.47000	\$ 31,874.47
0185 L860.51 ENVIRONMENTAL INCENTIVE	1.000 EACH	\$ 500.00000	\$ 500.00	\$ 500.00000	\$ 500.00	\$ 500.00000	\$ 500.00
0186 L860.52	1.000 CDAY	(\$ 500.00000)	(\$ 500.00)	(\$ 500.00000)	(\$ 500.00)	(\$ 500.00000)	(\$ 500.00)

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	UNIT PRICE	AMOUNT	UNIT PRICE	AMOUNT	UNIT PRICE	AMOUNT
ENVIRONMENTAL DISINCENTIVE						
SECTION TOTALS		\$ 117,776.73		\$ 107,653.32		\$ 135,806.92
CONTRACT TOTALS		\$5,687,326.17		\$6,429,475.43		\$6,710,047.56

City of Scottsbluff, Nebraska

Monday, June 1, 2020

Regular Meeting

Item Resolut.3

Council to discuss and consider action on the Resolution and License Agreement concerning COVID-19 and the use of municipal property for Youth Baseball and Softball and authorize the Mayor to sign the Resolution and Agreement.

Staff Contact: Rick Kuckkahn, Interim City Manager

COVID-19: Resolution of the City Council of Scottsbluff, Nebraska Regarding Use of Municipal Property for Sports and Other Recreational Activities

A Resolution of Scottsbluff, Nebraska (“Scottsbluff”), Nebraska, Regarding the Risk of Exposure to COVID-19 Through the Use of Municipal Property for Sports and Other Recreational Activities.

Recitals

WHEREAS, the novel coronavirus, COVID-19, has been declared a worldwide pandemic by the World Health Organization, is extremely contagious, and is believed to spread mainly from person-to-person contact;

WHEREAS, on March 13, 2020, the Governor of the State of Nebraska declared a state of emergency related to COVID-19 within the entire State of Nebraska, and this state of emergency remains in effect;

WHEREAS, directed health measures are in effect for every County in the State of Nebraska through May 31, 2020, and are likely to be extended by the Governor in some form for most or all Counties after May 31, 2020;

WHEREAS, on May 11, 2020, the Governor announced that the directed health measure prohibiting all organized team sports, youth and adult, would be relaxed by the State of Nebraska beginning June 1, 2020, in order to permit the planned reopening of certain adult and/or youth team sports;

WHEREAS, a copy of the June 1st Statewide Sports Reopening Guidelines is attached to this Resolution and incorporated herein as part of these Recitals;

WHEREAS, players, coaches, officials, and others who participate in such games, practices or other group recreational activities, and spectators who attend such activities risk the dangers of illness, disease, medical complications, injury or death, caused by or related to COVID-19, by voluntarily entering the grounds on which such activities take place, by watching such activities, and by participating or authorizing the participation of a minor, in such games, practices, or other recreational activities; and

WHEREAS, it is the intent of Scottsbluff to permit the resumption of adult and/or youth team sports or other recreational activities on municipal property and/or facilities, in accordance with the directed health measures and other laws and guidance issued by the State of Nebraska, including, but not limited to, the June 1st Statewide Sports Reopening Guidelines, and such further laws and guidance that may be issued in the future, provided that every individual, organization, or group sponsoring such activities, and all participants and spectators, fully assume the health risks associated with these activities, including the inherent risk now present in any such activities as a result of the presence of COVID-19 in the State of Nebraska, and provided that participants in such activities sign an agreement that releases Scottsbluff, its

elected and appointed officials and employees, and all other participants in adult and/or youth team sports or other recreational activities from liability associated with exposure to COVID-19 in the course of such activities.

NOW, THEREFORE, BE IT RESOLVED by the City Council that any individual, organization or group sponsoring adult and/or youth team sports or other recreational activities that wishes to use the playing or practice fields, courts, grounds and/or other facilities of Scottsbluff for games, practices, or other group recreational activities will be required to enter into the COVID-19: License and Management Agreement for Use of Municipal Property for Sports or Other Recreational Activities attached hereto. These License Agreements will be maintained by the Clerk and shall constitute an addendum to any other contract, license agreement, lease, or agreement allowing the use of the municipal property and/or facilities of Scottsbluff by the same individual, organization, or group.

BE IT FURTHER RESOLVED that, in order to enter the playing or practice fields, courts, grounds and/or other facilities of Scottsbluff to participate in games, practices, or other group recreational activities, all players, coaches, officials and other participants must sign the agreement titled COVID-19: Participants Agreement for Sports or Other Recreational Activities in substantially the same form as attached hereto. Each team wishing to participate on or use the municipality property and/or facilities of Scottsbluff must provide copies of signed Agreements for all participants affiliated with the team, together with a roster containing a complete list of the names of all players, coaches, officials, and others affiliated with the team. Copies of these documents must be provided to and shall be maintained by the municipal Clerk.

BE IT FURTHER RESOLVED that, for the avoidance of doubt as to the risk assumed by participants and spectators, in order to encourage compliance with directed health measures and guidelines, and in order to promote public safety, the applicable provisions of the June 1st Statewide Sports Reopening Guidelines, shall be posted on all practice and playing fields, courts grounds, and/or other facilities where adult and/or youth practices and/or games or other recreational activities occur. If the June 1st Statewide Sports Reopening Guidelines, are subsequently modified or updated, the applicable provisions of the modified or updated guidelines shall be posted in the same manner.

BE IT FURTHER RESOLVED that all participants and spectators shall comply with all federal, state and local laws and regulations, all directed health measures and guidelines, and all security policies or procedures established by Scottsbluff relating to COVID-19 or other safety or hygiene precautions while present on municipal property. Provided, Scottsbluff may elect to deny entrance to its property to any individual or group at any time.

BE IT FURTHER RESOLVED that the Mayor of Scottsbluff is authorized to execute the directives set forth in this Resolution.

RESOLVED this ____ day of _____, 2020.

ATTEST: _____ By: _____

City Clerk

Raymond Gonzales, Mayor

COVID 19: License and Management Agreement for Use of Municipal Property for Sports or Other Recreational Activities

This License and Management Agreement (the "License"), dated for reference purposes only as of the ____ day of _____, 2020, is entered into by and between the City of Scottsbluff, Nebraska ("Licensor") and 23 Club, Inc., a Nebraska non-profit corporation ("Licensee").

RECITALS

- A. Licensor owns the real estate known as the 23 Club Baseball Complex (the "Premises").
- B. The Premises includes several baseball playing fields and associated improvements and structures.
- C. Licensee is involved in organizing youth baseball in the community.
- D. Licensor recognizes the additional requirements associated with operating the Premises as a result of the ongoing COVID-19 and novel coronavirus situation and is not able to ensure that operation of the Premises during all practices and games follows the current applicable rules for safe operation.
- E. Licensee desires to utilize the Premises for adult and/or youth team sports or other recreational activities and is willing to enter into this License in order to manage the Premises in accordance with the applicable rules for safe operation.
- F. Licensor desires to enter into this License whereby Licensee shall license and manage the Premises subject to the following terms.

NOW THEREFORE, Licensor and Licensee agree as follows:

1. Licensed Premises. Licensor desires to license to Licensee the Premises. Such area includes the ball field(s) and the structures and improvements associated with the ball field(s), including, but not limited to, the bleachers, stands, restroom facilities, drinking fountain(s), and concession stand. Licensor licenses the Premises to Licensee, and Licensee licenses the Premises from Licensor, for the License Term, and Licensee agrees to pay the license fee, and to perform all of Licensee's obligations described herein. The parties agree that Licensee shall have the non-exclusive right to use the Premises and such other portions of the Premises as is necessary for Licensee to access and use the Premises.

2. Management. The parties acknowledge and agree that Licensee shall be solely responsible for the operation and management of the Premises during the License Term when the Premises are being utilized for organized youth baseball games, practices, and other recreational activities. Licensee shall be responsible for operating and managing the Premises in accordance with all applicable rules and regulations of any governmental entity with jurisdiction over the Premises, including, but not limited to the June 1st Statewide Sports Reopening Guidelines issued by the Governor of the State of Nebraska, attached hereto as Exhibit "A" and incorporated by this reference, and any amendments, replacements, or supplements thereto, any applicable directed health measure, and all resolutions and ordinances of Licensors (the "Rules"). Licensee represents and covenants to Licensors that Licensee is familiar with the Rules and that Licensee shall operate and manage the Premises in accordance with the Rules. Licensee shall ensure that all coaches or appropriate personnel utilizing the Premises shall conduct themselves and their teams in accordance with the Rules. Licensee agrees to provide training and education as appropriate to all coaches or team managers to ensure that the Rules are followed.

3. Term. The License shall be for a term of six (6) months commencing effective as of June 1, 2020. Either party shall have the right to terminate this License by providing the other party with no less than thirty (30) days prior written notice. Such notice shall specify the date that the License shall terminate. Notwithstanding the foregoing or any other provision herein, the parties acknowledge and agree that Licensors retains the right, at any time, to terminate this License by written notice to Licensee if such termination is required under the applicable Rules or any amendment, replacement, or supplement thereto, or in the event Licensors determines, in Licensors's discretion, that Licensee has failed to manage and operate the Premises in accordance with the Rules. Any such termination shall not relieve the Licensee of the obligations of Licensee hereunder that have occurred or accrued hereunder prior to the termination.

4. License Fee. Licensee agrees to pay Licensors a license fee of Three Thousand Dollars \$3,000.00. The license fee shall be paid on or before June 1, 2020. Licensee shall make all payments of the license fee and other expenses to Licensors at the Licensors's then current address or at such other address as Licensors may from time to time request in writing. Licensee agrees to pay interest at the rate of eight percent (8%) per annum on any payments of the license fee and other expenses that are not paid when due. Such payment shall be made within ten (10) days after demand.

5. Acceptance of Premises. By taking possession of the Premises, Licensee accepts the Premises in its current condition. Licensee further agrees that Licensors has not provided Licensee with any warranty or representation as to the condition of the Premises and that Licensee has investigated the Premises and has determined to Licensee's satisfaction that the Premises is satisfactory for

Licensee's proposed use. Licensee shall secure Licensor's permission prior to making any improvements or alterations of any nature to the Premises. Licensor reserves the right to withhold its consent in Licensor's sole discretion.

6. Quiet Enjoyment. Upon Licensee's paying the license fee and other expenses provided in this License and observing and performing all of the terms, covenants and conditions to be observed and performed by Licensee hereunder, Licensee shall have possession of the Premises for the entire term hereof, subject to all of the provisions of this License.

7. Maintenance. Licensee shall, during the term of this License, and at its sole expense, keep the Premises in good order and repair, reasonable wear and tear excepted. Licensee shall be responsible to maintain the Premises in accordance with the Rules so that the Premises may be utilized for the purposes set forth in this License. Such obligation shall include, but not be limited to, cleaning, sanitizing and disinfecting restroom facilities regularly while players and fans are present and placing markings on the ground to ensure individuals waiting to use the restrooms are spaced six (6) feet apart, if any such restroom facilities are included and open on the Premises. Licensee shall also ensure that the concession stand, if any, is only allowed open if all requirements set forth in the Rules are followed. Licensee shall ensure that the stands or bleachers or other facilities are only utilized in accordance with the applicable Rules and that any spectators are those permitted to be in attendance at the Premises in accordance with the Rules. Licensor shall be responsible for any mowing, irrigation, or application of fertilizer or weed control on the Premises in accordance with past practices of Licensor and as set forth below.

Licensor shall also approximately 35 times throughout the course of the baseball season, mark the batters box and foul lines to the outfield fence for scheduled games, except this will not be provided on the Pacific League field. Licensor shall also fill, pack, rake and drag the infields prior to chalking to insure all low spots are filled in around the batter's box, pitcher's mound, area surrounding the bases and any other areas that do not represent a level playing surface, provided the Licensor shall only be required to fill in low spots on the Pacific League field. The Licensor will maintain proper moisture levels to minimize dust and erosion of the playing surface and to expedite the packing of the soil as desired, secure bases in a level position, and make reasonable attempt to prepare the Premises during wet and rainy conditions. The decision on whether or not to play baseball on the fields will be made by the Licensor and shall take place on the day of the scheduled game, but only after consultation with the Licensee. The Licensor will begin preparing the Premises at approximately 7:00 a.m. on the day of scheduled games and will not be responsible for poor field conditions caused by others after the completion of the preparation of the Premises for that day. Licensor will provide the materials for the operation and maintenance of the fields. However, through this time, the Licensee must keep the restrooms and concession stand clean, neat and orderly and only operated according to the Rules, if they are

allowed to be operated. Licensee agrees to promptly notify Licensor of any maintenance or repair that is the responsibility of Licensor hereunder. Provided, however, Licensee shall be responsible for any of the same if they are caused by Licensee's misuse or damage to the Premises.

8. Insurance. During the License Term, Licensee shall, at its own cost and expense, procure and continue in force such insurance policies as are required by Licensor. Such insurance shall, at a minimum include commercial general liability insurance with a combined policy limit of at least \$1,000,000 or such other amount as is reasonably agreed to by the parties. Licensor shall be named as an additional named insured on all such policies of insurance. A renewal policy shall be procured not less than ten (10) days prior to the expiration of any policy. Each original policy or a certified copy thereof, or a satisfactory certificate of the insurer evidencing insurance carried with proof of payment of the premium, shall be deposited with Licensor prior to the commencement date of the term hereof and within ten (10) days of the each anniversary date thereafter. If possible and financially feasible, Licensee shall endeavor to have the foregoing insurance policy provide coverage for issues related to COVID-19, novel coronavirus, or similar issues. Licensee shall provide workers' compensation and employer liability coverage as may be required by the State of Nebraska.

9. Licensee's Indemnification. Licensee agrees to indemnify and hold Licensor harmless from and against any and all claims, damages, or causes of action and all liability, cost or expense specifically including court costs and all reasonable attorney fees to the extent the same arise out of or in any way connected with Licensee's or Licensee's agents' use of the Premises during the term hereof, whether the same are raised during the term hereof or after. Without limiting the foregoing, the parties acknowledge and agree that the foregoing indemnification specifically includes any claims, damages, or causes of action and all liability, cost or expense specifically including court costs and all reasonable attorney fees for any COVID-19, novel coronavirus, or related issues.

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

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

12. Events of Default. The occurrence of any one or more of the following events shall constitute an Event of Default: (i) the failure by Licensee to make any payment of the license fee or any other payments required to be made by Licensee under this License when due; and (ii) the failure by Licensee to observe or perform any of the provisions of this License to be observed or performed by the Licensee if such failure continues for a period of ten (10) days, or such other period if this License specifically provides a different period for a particular failure, after written notice by Licensor to Licensee of such failure; provided, however, that with respect to any failure which cannot reasonably be cured within ten (10) days, an Event of Default shall not be considered to have occurred if Licensee commences to cure such failure within such ten (10) day period and continues to proceed diligently with the cure of such failure.

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

- A. declare the License at an end and terminated;
- B. sue for the rent due and to become due under the License;
- C. sue for any damages sustained by Licensor;
- D. cure any breaches of Licensee's obligations to pay utilities, provide insurance, or properly maintain the Premises.

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

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

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

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

a. Licensors's Address: 2525 Circle Drive
Scottsbluff, NE 69361

b. Licensee's Address: 610 E 28th Street
Scottsbluff, NE 69361

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

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

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

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

deemed a waiver or relinquishment of such rights and powers at any other time or times or under any other circumstance(s).

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

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

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

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

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

[Execution Page Follows]

IN WITNESS WHEREOF, the parties hereto hereby execute this License as of the day and year first above written.

“LICENSEE”

23 Club, Inc., a Nebraska Non-Profit Corporation,

By: _____
Its: President

“LICENSOR”

City of Scottsbluff, Nebraska,
A Municipal Corporation,

By: Raymond Gonzales, Mayor

Exhibit “A”

[Attach a copy of the current Rules]

June 1st Statewide Sports Reopening Guidelines

The below guidelines lay out the planned reopening of certain sports. The State of Nebraska will utilize the April 2008 American Academy of Pediatrics Classification of Sports According to Contact as a guideline for opening sports of differing contact levels. Violation of these rules may mean a team is prohibited from practicing or playing games for the entire summer.

The below guidelines apply only to team sports. Individual sports such as golf and tennis (including doubles tennis) are not prohibited under any Directed Health Measure (DHM), however, participants must practice social/physical distancing.

Classification of Team Sports According to Contact Level

Contact	Limited-Contact	Non-Contact
Basketball	Baseball	Badminton
Boxing	Football, flag or touch	Bowling
Cheerleading	Softball	Crew/Rowing
Football, tackle	Volleyball	Curling
Gymnastics		Dance
Hockey		Rodeo* and horseback riding
Lacrosse		Swimming
Martial arts		Track and field events
Rugby		
Soccer		
Wrestling		

* Exception for rodeo as there is limited or no contact with other people, primary contact is with animals.

Month of May

- No Organized Team Sports games for youth and adults.
- No Team Organized Sports practices for youth and adults. This prohibition includes any practice, training or group exercise program organized by a coach of a sports team.
- Businesses and organizations that provide sports training AND that sell memberships to provide such training are allowed to offer sports training as long as they follow the same guidelines as fitness centers/clubs, gymnasiums, health clubs, and health spas. No team organized training is allowed.

June 1

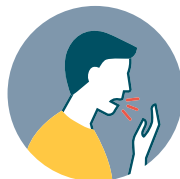
- Schools are permitted to open weight rooms for use by all student athletes as long as they follow the same guidelines as fitness centers/clubs, gymnasiums, health clubs, and health spas.

- Team Organized practices for Noncontact and Limited-Contact Sports may begin unless circumstances dictate a change in date.
- Rodeo events may also begin.
- Players, coaches, and staff showing signs/symptoms of COVID-19 (fever over 100.4F, sudden onset of cough or sudden onset of shortness of breath) shall not participate.
- Dugout and bench use will not be allowed. Players and their items when not on the field/court should be lined up against the fence/wall at least six (6) feet apart.
- Parents must remain in their cars or drop off and pick players up afterwards.
- Players should use their own protective equipment including gloves, helmets, and bats as much as possible.
 - When protective equipment is needed to be shared, it should be disinfected between players use. Coaches are encouraged to rotate equipment when possible.
- Coaches must disinfect shared equipment before and after each practice.
- Coaches are responsible for ensuring social/physical distancing is maintained between players as much as possible. This means additional spacing between players while playing catch, during drills, or while waiting to participate.
- Players must bring their own water/beverage to consume during and after practice. No shared drinking fountains or coolers.
- Players must bring their own snacks to consume during and after practice. No shared/communal snacks.
 - The use of sunflower seeds, tobacco products, and spitting while practicing or playing is prohibited.
- Team organized practices for contact sports remain suspended.

June 18

- Team Organized games for Noncontact and Limited-Contact sports may begin unless circumstances dictate a change in date.
- Same guidelines apply as above for practices.
- Use of dugouts and benches are permitted during games only.
 - For baseball and softball, the bleachers located between the dugout and home plate should also be used to spread out players. Players should have designated spots to place their personal items. Coaches must designate an adult who is responsible for ensuring players are seated on the benches unless they are actively participating in the game.
 - For all other sports, additional benches or bleachers should be used to spread out players. Players should have designated spots to place their personal items. Coaches must designate an adult who is responsible for ensuring players are seated on the benches unless they are actively participating in the game.
- Players should use their own equipment including gloves, helmets, and bats as much as possible.
 - When protective equipment is needed to be shared, it should be disinfected between players use.
 - Coaches are encouraged to rotate equipment when possible.
- Coaches must disinfect shared equipment before and after each game/match.
- Fan attendance is limited to household members of the players on the team. (*Collegiate, semi-professional, and professional games will follow gathering requirements under the Directed Health Measures and must submit plans prior to reopening if facilities meet these requirements.*) For outdoor sports, no use of bleachers for fans. Fans must bring their own chairs or stand. Fans should keep six (6) feet of social distancing between different household units. No fan seating or standing is allowed within in six (6) feet of the teams' benches or for baseball and softball within the area from behind home plate to six (6) feet past the far end of each dugout.
 - If game/match is held at a facility that has a capacity of 500 or more individuals, (1,000 or more in counties over 500,000 population) shall follow reopening plans submitted, reviewed and approved by the Local Health Department by the facility.
- Teams to play next must be provided designated areas for player warm-ups that provide for necessary physical/social distancing.
- Post-game handshakes or interaction between teams are prohibited.

- When games end, the leaving team must sanitize the dugout or bench area. No post-game talks at the field or court are permitted. Fans and players must leave the playing area and return to their cars immediately after the game.
- The team to play next must remain in their designated warm up area until the prior team has finished disinfecting and is completely out of the dugout or off of the court/field.
- Fans for upcoming games must remain in their cars during player warm ups. They will be permitted to come to the field/court once the team they are there to watch enters the playing area.
- Restrooms must be cleaned and disinfected regularly (at least every 2 hours) while players and fans are present. Markings should be placed on the ground to ensure individuals waiting to use the restroom are spaced six (6) feet apart.
- Players must bring their own water/beverage to consume during and after practices and games. No shared drinking fountains or coolers.
- Players must bring their own snacks to consume during and after practice/games. No shared/communal snacks.
- Concession stands are allowed to open, if they meet the following:
 - Markings should be placed on the ground to ensure individuals are spaced six (6) feet apart.
 - Clean and disinfect high touch surfaces regularly while players and fans are present.
 - Staff must serve food directly to customers and remove self-serve condiment stations (e.g. provide customers with condiment packets upon request).
 - Whenever possible, practice social distancing between staff.
 - All employees directly interacting with customers should wear face coverings.
 - All food code regulations must still be followed.
 - Employees should wash hands frequently; provide hand sanitizer for customers.
- Team organized practices and games for other sports may remain suspended.



COVID-19: Participants Agreement For Sports or Other Recreational Activities

(Please print clearly or type and fill in all blanks and sign below.)

Municipality: Scottsbluff, Nebraska

Participant Name (Player, Coach, Official, or Other Participant): _____

Address: _____ State: _____ Zip: _____

Telephone #: _____

Age of Participant: _____

If Participant is 18 years of age or older, only Participant must sign. If Participant is 17 years Old or Younger, Parent or Legal Guardian must sign.

ACKNOWLEDGMENT AND ASSUMPTION OF RISK

The COVID-19 coronavirus has been declared a worldwide pandemic by the World Health Organization, is extremely contagious and is believed to spread mainly from person-to-person contact. By signing this, you ACKNOWLEDGE AND ASSUME THE RISK AND DANGERS OF ILLNESS, DISEASE, MEDICAL COMPLICATIONS, INJURY OR DEATH, caused by or related to COVID-19, by voluntarily entering the property and/or public facilities of any Municipality and participating in or viewing adult and/or youth games, practices, or other group recreational activities, or by authorizing the participation of a minor in or the presence of a minor at such games, practices or other group recreational activities or by authorizing the participation of a minor in or the presence of a minor at such games, practices, or other group recreational activities. No one guarantees that you or your child(ren) will not become infected with COVID-19. The person signing below voluntarily assumes this risk because s/he chooses or elects to do so.

COVID-19 RELEASE AND INDEMNITY AGREEMENT AND COVENANT NOT TO SUE

In consideration of the above-listed player, coach, or official ("Participant") being allowed to participate in adult and/or youth team sports or other group recreational activities on municipal property and/or public facilities, the Participant or the parent(s) or legal guardian (if Participant is a Minor), on his or her own behalf and on behalf of any Minor Participant, agree as follows:

1. RELEASE, WAIVE, DISCHARGE AND COVENANT NOT TO SUE any city or county (hereinafter, **Municipality**) on whose property Participant participates in any adult and/or youth games, practices, or other group recreational activities, together with the **Municipality's** mayor and council, board of commissioners, manager/administrator, clerk, agents and employees, and all others who participate with Participant in such activities (all of whom are collectively referred to herein as "Releasees")

from any and all liability to the Participant (or Participant's personal representatives, assigns, heirs, parents, legal guardians, siblings, children or dependents) on account of injury, illness, disease, quarantine or death from the COVID-19 coronavirus and any complication or related disease or condition, occurring as a result of entering the property of the **Municipality**, participating in or viewing any game, practice, or other group recreational activity, or other use of public facilities on the property of the **Municipality**, whether such injury, sickness, disease, condition, or death is caused by the negligence or other wrongful conduct of one or more of the Releasees or any other participants, spectators or other individuals present at the game, practice, or other group recreational activity, or whether liability for such injury, sickness, disease, condition, or death is assigned to one or more of the Releasees as a matter of strict liability or any other legal doctrine.

2. AGREE TO INDEMNIFY AND SAVE AND HOLD HARMLESS THE RELEASEES and each of them from any liability, damage or loss (including, but not limited to, attorneys' fees and other defense costs) one or more of them may suffer or incur arising out of or related to the Participant's or any of the undersigned's entry onto the property and/or public facilities of the **Municipality** in connection with any game, practice, or other group recreational activity, whether such claim is based on one or more of the Releasees' negligence, breach of contract or warranty, strict liability or other legal theory. The undersigned COVENANTS not to sue any Releasee related to injury, disease, loss, quarantine, or illness related to COVID-19.
3. THE PERSON SIGNING BELOW AGREE(S) to comply with all federal, state and local laws and regulations, all directed health measures and guidelines, and all security policies or procedures established by the State of Nebraska and the **Municipality** relating to COVID-19 or other safety or hygiene precautions, understanding that the **Municipality** may elect to deny entrance to the property (including any facilities present thereon) and the Participant may not be allowed to participate or continue to participate in the game, practice, or other group recreational activity at the election of the **Municipality** at any time. The undersigned agree(s) that in the event any portion of this document is held to be invalid, the balance shall, notwithstanding, continue in full legal force and effect to the greatest extent possible under applicable law. The parents or guardian of the Participant agree that by signing below they are in addition to binding themselves and binding any minor Participant on whose behalf they have signed, to the maximum extent permitted by applicable law to this Agreement in full.

I AM THE AGE OF MAJORITY, AM COMPETENT AND HAVE FULL AUTHORITY TO SIGN THIS, HAVE READ THE ABOVE AND UNDERSTAND ITS TERMS. I SIGN KNOWING ITS EFFECTS.

Signature of Participant
(If 18 Years Old or Older)

Print Clearly or Type Name of Participant

Signature of Parent
(If Participant is 17 Years Old or Younger)

Print Clearly or Type Name of Parent

Signature of Legal Guardian (If Applicable) Print Clearly or Type Name of Legal Guardian

City of Scottsbluff, Nebraska

Monday, June 1, 2020

Regular Meeting

Item Reports1

Council to receive an update on the City's response to COVID-19.

Staff Contact: Rick Kuckkahn, Interim City Manager

City of Scottsbluff, Nebraska

Monday, June 1, 2020

Regular Meeting

Item Reports2

Council to receive an update regarding the 23 Club Improvement Project and discuss and consider action on approving the Mayor to execute the Contract to get a project date set.

Staff Contact: Rick Kuckkahn, Interim City Manager

Oregon Trail Community Foundation

115 Railway Street
Scottsbluff, NE 69361
308-635-3393

Job Profit & Loss Statement

March 2020

Account Name	Selected Period	FYTD 2020
19	23 Club Baseball	
Expense		
Admin Services	\$0.00	\$2,897.91
Total Expense	\$0.00	\$2,897.91
Net Profit (Loss)	\$0.00	(\$2,897.91)
Y/E 2019 Fund Balance		\$112,338.58
Net Profit (Loss)		(\$2,897.91)
Fund balance as of 3.31.20		\$109,440.67

Platte Valley Bank

1212 Circle Drive
P. O. Box 2308
Scottsbluff, NE 69363-2308
Phone: 308-632-7004
Fax: 308-635-7405

Website: www.pvbank.com



Platte Valley Companies

MEMBERS FDIC

NEBRASKA: Scottsbluff • Gering • Morrill • Minatare • Bridgeport
WYOMING: Torrington • Wheatland • Cheyenne • Casper

Email: info@pvbank.com

May 11, 2020

23 Club Renovation Project
Attn: Geoff Nemnich
610 E 28th Street
Scottsbluff, NE 69361

Dear Mr. Nemnich,

Per your recent correspondence, the City of Scottsbluff has requested a recertification of the amount we pledged to the 23Club Baseball Complex restoration project. In my letter dated January 28, 2020, which is attached for your review, we committed to a Field Sponsorship of \$100,000 over four years with a few contingencies. Our contribution commitment is contingent on you obtaining funding commitments for the remaining project expenses, the project moving forward in 2020, and no other financial services firm being named as a Complex Sponsor. With respect to recent events there have been no changes to our commitment to the project or our financial capacity to honor the commitment.

If you have any further questions please let me know.

Sincerely,


Zac Karpf
Executive Vice President

May 18, 2020
Gering, Nebraska

The Board of Commissioners, Board of Corrections and Board of Equalization of Scotts Bluff County, Nebraska met via telephone conference call at 4:30 P.M., May 18, 2020 in the Commissioners Room, County Administration Building in Gering, Nebraska.

A notice of this meeting was published in the Star-Herald, May 14, 2020 stating the date, hour and place of the meeting, phone number and access code were made available in notice. Proof of publication is on record. Copies of the agenda, kept continuously current, were available from the County Clerk's office and were submitted to each of the Commissioners on May 15, 2020.

A copy of the Nebraska Open Meetings Act, posted on the east wall of the Commissioners meeting room, was acknowledged and also on the County website.

ROLL CALL: Ken Meyer, Glenn Schleve, Mark Harris, Charlie Knapper. Absent: Mark Reichert.

The Pledge of Allegiance was recited.

Motion: Harris. Second: Schleve. Approve agenda as submitted. YEA: Harris, Schleve, Knapper, Meyer. NAY: None. Absent: Reichert.

4:30 P.M. – Public Hearing

Motion: Knapper. Second: Schleve. Approve Steven & Holly Gould dba Old Glory, Application for Class D Liquor License. YEA: Knapper, Schleve, Meyer, Harris. NAY: None. Absent: Reichert.

Motion: Harris. Second: Meyer. Approve one-time \$10,000 contribution to Old West Balloon Fest event pass fee, contingent upon other community contributions, as presented by Hunter Kosman. YEA: Harris, Meyer, Schleve, Knapper. NAY: None. Absent: Reichert.

Consideration of resolution on annual marathon event to be held September 26, 2020 was tabled at this time.

Motion: Schleve. Second: Harris. Approve ratification of Chairman's signature on High Intensity Drug Trafficking Area (HIDTA) grant as presented by Sheriff Mark Overman. YEA: Schleve, Harris, Meyer, Knapper. NAY: None. Absent: Reichert.

Motion: Harris. Second: Schleve. Approve Chairman's signature on the Early Intervention Grant for 2020-2021 award and the special conditions as presented by Tyne Jackson, Juvenile Assessment Center Director. YEA: Harris, Schleve, Knapper, Meyer. NAY: None. Absent: Reichert.

Motion: Knapper. Second: Harris. Approve Capital Improvement Grant from 23 Club in the amount of \$60,000.00 as presented by Brenda Leisy, Tourism Director. YEA: Knapper, Harris, Schleve, Meyer. NAY: None. Absent: Reichert.

Discussion was held regarding County Tourism 12 month plan, presented by Leisy. Determination to halt funding capital improvement grants at this time.

Discussion held regarding the relaxing restrictions for public access to County buildings as presented by Commissioner Harris. Participants included Commissioner Harris; Chairman Meyer; Heather Hauschild, Treasurer; Amy Ramos, Assessor.

Motion: Meyer. Second: Harris. Approve opening Administration Building for June 1, 2020 Commissioner Meeting and continuing to make meetings available telephonically. YEA: Meyer, Harris, Knapper, Schleve. NAY: None. Absent: Reichert.

Public comment from Scott Shaver thanking the poll workers.

Commissioner Knapper referred the public to the Panhandle Public Health Department stating that the County is following the Governor's recommendations. Vice-Chairman Schleve stated that John Brehm had investigated the death of a murdered soldier and was able to obtain a headstone marker for the soldier. Chairman Meyer thanked John Erny, Bytes Service Desk Technician. Lisa Rien, Management Accountant informed the Board that the Detention Center has reimbursed the County's Capital Improvement Fund from monies borrowed in 2019.



P.O. Box 1099
Scottsbluff, NE 69363-1099
Phone: 308-632-6188
Fax: 308-632-7172

5/26/2020

Geoff Nemnich
23 Club Baseball

Geoff,

As per our discussion, B&C Steel Corporation will provide three metal buildings for the 23 Club renovation project. We will provide materials only for three structures, this will not include; concrete, labor to erect, or insulation. The approximate value of these three structures is listed below.

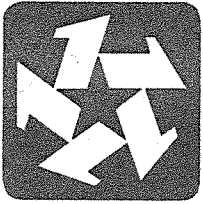
60x64	Batting Cage Building	\$45,000.00
25x25	Storage Building	\$16,000.00
40x60	Concession Stand	\$43,000.00

B&C Steel will donate the materials for these structures, providing the project is under construction in 2020.

Sincerely,

A handwritten signature in blue ink, appearing to read 'Jim Reinhardt', is written over a blue circular stamp or seal.

Jim Reinhardt
B&C Steel



**FIRST
STATE
BANK**

Member FDIC
www.fsbcentral.com

May 11, 2020

Mr. Geoff Nemnich
610 E 28th St
Scottsbluff, NE 69361

RE: 23 Club

Dear Geoff:

The purpose of this letter is to reiterate First State Bank's commitment to contribute \$100,000 to the 23 Club project for the naming right to one of the fields.

Thanks for all you are doing to move the project towards completion.

Best wishes,

Marvin Hefti
Chairman

May 6, 2020

Geoff Nemnich/23 Club,

This letter is to confirm that the Selzer/Kelley Family has pledged \$25,000 to be donated to the 23 Club renovation. The pledge is specifically for the renovation project and is contingent on this project being completed. The funds will be distributed from the Selzer Charitable Fund at the Oregon Trail Community Foundation. Please let me know if have any questions.

Jane Kelley
308-631-7339

City of Scottsbluff, Nebraska

Monday, June 1, 2020

Regular Meeting

Item Reports3

Council to discuss and consider action on establishing a future meeting location.

Staff Contact: Rick Kuckkahn, Interim City Manager

City of Scottsbluff, Nebraska

Monday, June 1, 2020

Regular Meeting

Item Reports4

Council discussion and instruction to staff regarding changing the speed limit on 27th Street back to 30 mph.

Staff Contact: Scott Shaver

City of Scottsbluff, Nebraska

Monday, June 1, 2020

Regular Meeting

Item Reports5

Council discussion and instruction to staff regarding changing the guidelines for fences to be 8 feet in all areas instead of 6 feet.

Staff Contact: Scott Shaver

City of Scottsbluff, Nebraska

Monday, June 1, 2020

Regular Meeting

Item Reports6

**Council to discuss and consider action on approving an RFP
Contract for solid waste disposal options to extend the life of the
Gering landfill.**

Staff Contact: Rick Kuckkahn, Interim City Manager



CITY OF SCOTTSBLUFF

PROPOSAL FOR SOLID WASTE & RECYCLING DISPOSAL & HAULING

SUBMITTED BY: WASTE CONNECTIONS OF NEBRASKA, INC.

MAY 27, 2020

Term: 5 years, followed by with 5- 1 year renewal options

Tipping Fee: \$43.00/ton for MSW delivered to the WCN transfer station; \$750 per load of recycling hauled to the Waste Management material recovery facility (MRF) in Denver, CO. All MRF processing fees will be billed directly to the City of Scottsbluff.

Rate adjustments: Annual adjustment based on U.S. Bureau of Labor Statistics CPI for All Urban Consumers (CPI-U)- Midwest area. The CPI-based rate adjustment will be capped at 3.0% each year.

https://data.bls.gov/pdq/SurveyOutputServlet?data_tool=dropmap&series_id=CUUR0200SA0,CUUS0200SA0 .

WCN will pass through to the City any costs associated with changes in local, state or federal rules, ordinances or regulations applicable to WCN's operations or the services provided hereunder, and any increases in and newly imposed taxes, fees or other governmental charges assessed against or passed through to WCN (other than income or real property taxes).

Start date: as early as August/2020 or whenever mutually agreeable by both parties.

Waste Connections of Nebraska, 710 Country Club Road, Gering, NE 69341



City of Gering, Nebraska

1025 P Street • P.O. Box 687 • Gering, NE 69341 • (308) 436-5096

April 16, 2020

Rick Kuckkahn
City Manager
City of Scottsbluff
2525 Circle Drive
Scottsbluff, NE 69361

RE: Agreement for Service and Construction of New Landfill

Dear Mr. Kuckkahn:

The purpose of this letter is to express, in relevant part, the position of the City of Gering related to the Agreement for Service and Construction of New Landfill (hereinafter "Agreement"). As you know, the Cities of Gering and Scottsbluff entered into this Agreement on July 2, 2007. The purpose of the Agreement was mutual cooperation for the disposal of municipal solid waste for the life of the Gering Landfill, and thereafter ongoing cooperation through the siting and construction of a new joint landfill. The Agreement laid out various legal obligations and responsibilities of the Cities of Gering and Scottsbluff.

Specifically, the agreement states in relevant part as follows:

4. Delivery of Waste to the Landfill. SCOTTSBLUFF is responsible for delivery of all its municipal solid waste to the Gering Landfill site, except rolloff and compactors which SCOTTSBLUFF grants an exclusive right to the City of Gering to serve, subject to provisions of 3(f) above.

...

10. Reserve Account for New Landfill Site: SCOTTSBLUFF and GERING agree that for the term of this agreement (life of the GERING landfill), each community shall contribute \$7.50 per ton into a separate reserve interest bearing account which shall be nonrefundable to each city.

...

The intent of this agreement is for Gering and Scottsbluff to partner in a new landfill at a different location, and accumulate and invest money to site and construct the same. If either of the parties of this agreement do not participate in the joint effort to site and build a new landfill, all Reserve Account money through the life of the current Gering landfill will remain in the new landfill Reserve Account, and the non-participating city shall forfeit all money contributed into that Reserve Account through the end of the term of this agreement (life of the current landfill).

Scottsbluff is responsible for delivery of all its municipal solid waste to the current Gering landfill for the life of the Gering landfill. For each ton of municipal solid waste delivered to the landfill a contribution of \$7.50 per ton is made to the Reserve Account for the siting and construction of a new joint landfill. The intent of the Agreement is to partner in a new landfill at a different location and jointly accumulate and invest money to site and construct the same. These contributions have been made without interruption since the Agreement was signed in 2007, and reflect the course of conduct and understanding of the parties. If a City fails to participate in the joint effort, all Reserve Account contributions of that city are forfeited.

If the City of Scottsbluff elects to deliver its municipal solid waste to another Landfill, it would fail in its obligation under the Agreement to deliver all of its municipal solid waste to the Gering landfill for the life of the Gering Landfill – a breach of the Agreement. In addition, the City of Scottsbluff would no longer be participating in the joint effort to accumulate and invest money to site and construct a new landfill in the future through Reserve Account contributions. Scottsbluff's failure to deliver its municipal solid waste to Gering would mean a failure to make the \$7.50 per ton contribution to the reserve account. By not participating in the joint effort to accumulate and invest money, Scottsbluff would forfeit all money contributed into the Reserve Account through the end of the term of the Agreement. In sum, it is the position of the City of Gering that if the City of Scottsbluff elects to deliver its municipal solid waste elsewhere, it is a breach of Agreement and will result in the forfeiture of the City of Scottsbluff's Reserve Account contributions, among other remedies available to the City of Gering.

In the event of termination of the Agreement, there may be other obligations of the parties that would require resolution including but not limited to rolloff and compactor service, expenditures for unanticipated state and federal mandates, compost and spring clean up issues, and other contractual obligations. In that event, the City of Gering reserves its right to pursue whatever remedies may be available to it in law and in equity.

In the alternative, if the City of Scottsbluff wishes to deliver its municipal solid waste elsewhere, and further wishes to participate in the joint effort to accumulate and invest money to site and build a joint landfill, the City of Gering would consider allowing the City of Scottsbluff to make the \$7.50 per ton contribution to the reserve account for all municipal solid waste delivered elsewhere, and still preserve its Reserve Account contributions to date to be used toward the joint effort for a future landfill.

This letter is limited in scope, not a comprehensive explanation of the Agreement, and simply meant to express the position of the City of Gering related to the possible delivery of Scottsbluff's municipal solid waste to another landfill. I invite you to contact me if you have any questions or concerns.



Sincerely,
Lane Danielzuk
City of Gering Administrator