

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

Regular Meeting
March 16, 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 March 2, 2020 Regular Meeting.
 - b) Council to set a public hearing for March 30, 2020 at 6:00 p.m. to revise the adopted budget statement of the City of Scottsbluff, Nebraska for FY 2019-2020.
 - c) Council to approve the appointment of Mary Skiles to the Community Redevelopment Authority for a five year term.
 - d) Council to acknowledge receipt of and take no action on a liability claim from Robert Rahmig. The claim will be withdrawn and forwarded to the City's insurance carrier.
9. Claims
 - a) Council to consider and take action on claims of the City.
10. Financial Report
 - a) Council to receive the February 2020 Financial Report.

11. Public Hearings:
 - a) Council to conduct a public hearing as scheduled for this date at 6:00 p.m. to receive an update regarding status of proceedings for the Monument Valley Pathway.
12. Petitions, Communications, Public Input:
 - a) Council to receive an update and results of the Born to Rein Project.
13. Bids & Awards:
 - a) Council to discuss and consider action on awarding the bid for the new or demo refuse truck to Floyd's Truck Center (truck cab \$104,989.00) and RTS Refuse Truck Sales (body \$ 74,419.00) for a total of \$179,408.00.
 - b) Council to discuss and consider action on awarding the bid for the purchase of a Combination Sewer Cleaning Machine to MacQueen Equipment in the amount of \$447,615.00.
14. Subdivisions & Public Improvements:
 - a) Council to discuss and consider action on an application for the creation of an Agricultural Estate Dwelling Site from Laverne T. Scoggan for property located at 230856 County Road J, Scottsbluff NE.
15. Resolution & Ordinances:
 - a) Council to discuss and consider action on a Certificate for Recording the Agricultural Estate Dwelling Site for property owned by Laverne T. Scoggan and authorize the Mayor to sign the Certificate.
 - i) Legal Description of tract to be separated: A Tract of land situated in the Southeast Quarter of the Southeast Quarter of Section 7, Township 22 North, Range 54 West of the 6th P.M., Scotts Bluff County, Nebraska.
 - b) Council to consider removing from the table the item of adopting the International Fire Code, 2018 Edition, and approve the Ordinance
 - c) Council to discuss and consider action on adopting the International Fire Code, 2018 Edition, and approve the Ordinance.
16. Reports from Staff, Boards & Commissions:
 - a) Council to discuss and consider action on approving an updated Agreement with Kirk Bernhardt as the Umpire Coordinator and Concession Stand Operator at Lacy Park for the 2020 softball season and authorize the Mayor to sign the Agreement.
 - b) Council to discuss and consider action on approving the bid specifications for 23 Club Improvements 2020; authorize the Mayor to sign the Services Agreement and authorize the city clerk to advertise for bids to be received by April 8, 2020 at 10:00 a.m
 - c) Council to review, discuss, and consider action on the Estoppel Certificate (Solar Facilities Lease Agreement – Scottsbluff Project) and authorize the Mayor to sign the Agreement.
 - d) Council to discuss and consider action to approve writing a letter in support of

the Land Bank Bill, LB424 and authorize the Mayor to sign the letter.

- e) Council to discuss and consider action on the contract for the Police Officers Association Union and authorize the Mayor to execute the Contract.
 - f) Council to discuss and consider action on the amended Pay Resolution 2019-2020 revising Police Officer and Lifeguard wages.
 - g) Council discussion on a policy for conferences and conventions.
 - h) Council to discuss and consider action regarding City responses to the Coronavirus.
17. 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.
18. Adjournment.

City of Scottsbluff, Nebraska

Monday, March 16, 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, March 16, 2020

Regular Meeting

Item SBYC1

(informational only):

Staff Contact:

City of Scottsbluff, Nebraska

Monday, March 16, 2020

Regular Meeting

Item Consent1

Approve the minutes of the March 2, 2020 Regular Meeting.

Staff Contact: City Council

The Scottsbluff City Council met in a regular meeting on March 2, 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 February 28, 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, 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 February 28, 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 in attendance and encouraged all citizens to participate in the Council meeting asking those wishing to speak to come to the microphone and state their name and who they are representing for the record. Mayor Gonzales 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. Absent: None.

Mayor Gonzales and City Council presented outgoing City Manager Nathan Johnson with a plaque thanking him for his years of service to the City of Scottsbluff.

Mayor Gonzales asked if there were any changes to the agenda. City Clerk Wright stated item 11a; Council to receive an update and results of the Born to Rein Project would need to be removed due to the presenter, Jody Lamp, not being able to attend the meeting. Council Member Shaver made a motion, seconded by Council Member Green, to remove item 11a; Council to receive an update and results of the Born to Rein Project from the agenda, "YEAS," McKerrigan, Shaver, Green, Schaub, and Gonzales. 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.

Council Member Shaver asked that items 7b, Council to set a public hearing for March 16, 2020 at 6:00 p.m. to receive an update regarding status of proceedings for the Scottsbluff Monument Valley Pathway; 7d, Council to approve the plans and specifications for the Highland Drive Sanitary Sewer Extension; and 7e, Council to approve the plans and specifications for the Utility Relocations for the Scottsbluff Monument Valley Pathway be removed from the consent agenda and restored to the agenda for more discussion.

Moved by Council Member Schaub, seconded by Mayor Gonzales that,

- a) The minutes of the February 18, 2020 Regular Meeting be approved.
- b) Bid specifications be approved for the 2020 City of Scottsbluff Seal Coat Project and authorize the city clerk to advertise for bids to be received by March 24, 2020 at 2:00 p.m.
- c) Bid specifications be approved for the replacement of the metal roof and appurtenances at the City Hall building and authorize the city clerk to advertise for bids to be received by March 25, 2020 at 1:00 p.m. "YEAS," Green, Schaub, Shaver, Gonzales, and McKerrigan. "NAYS," None. Absent: None.

Council Member Shaver commented he would like more information on item 7e, the plan specs for the Monument Valley Pathway Utility Relocations. Public Works Director Mark Bohl approached Council and explained the utility relocation is where the structure is going across at the pedestrian bridge; water and sewer needs to be relocated due to the parapet walls.

Regarding item 7b, concerning the public hearing to receive an update regarding status proceeding for the Scottsbluff Monument Valley Pathway, Council Member Green asked if all the right of way acquisitions had been obtained. Interim City Manager Kuckkahn answered we are pleased to report we have reached agreements with all owners and are in the undertaking of processing the documents. The public hearing will be held on March 16th.

Concerning item 7d, approving the plans and specifications for the Highland Drive Sanitary Sewer Extension, Mr. Bohl explained there are about five homes that are on the sanitary sewer that comes thru the nearby trailer park and they need to be removed; this will allow them to hook to City sewer. The City will pay for the improvements by putting in the main line which will allow the City to recapture the money thru sewer fees.

Council Member Shaver moved, seconded by Council Member Schaub to; approve setting a public hearing for March 16, 2020 at 6:00 p.m. to receive an update regarding status of proceedings for the Scottsbluff Monument Valley Pathway; approve the plans and specifications for the Highland Drive Sanitary Sewer Extension and authorize the city clerk to advertise for bids to be received until 2:00 p.m. March 24, 2020; and approve the plans and specifications for the Utility Relocations for the Scottsbluff Monument Valley Pathway and authorize the city clerk to advertise for bids to be received by March 24, 2020 at 2:00 p.m., "YEAS," Shaver, Gonzales, Schaub, McKerrigan, and Green. "NAYS," None. Absent: None.

Moved by Council Member McKerrigan, seconded by Mayor Gonzales, that the following claims, be approved and paid as provided by law out of the respective funds designated in the list of claims dated March 2, 2020, as on file with the City Clerk and submitted to the City Council. Council Member Schaub asked if he would need to declare a conflict of interest since he has a reimbursement on the claims list for his trip to Lincoln to attend the League of Nebraska Municipalities Conference. Legal Counsel Hadenfeldt explained he would not need to declare a conflict because with a reimbursement he is not receiving a financial benefit. Mayor Gonzales then asked for roll call. "YEAS", Gonzales, Green, McKerrigan, and Schaub. "NAYS," Shaver. Absent: None.

CLAIMS

26 GROUP, LLC,TIF - 26 GROUP FUEL ST & CON ST,284.84; ACCELERATED RECEIVABLES SOLUTIONS,WAGE ATTACHMENT,441.84; ADVANCE AUTO PARTS,POLICE #7- BRAKE PADS AND ROTORS,688; AHLERS BAKING INC,DEPT SUPPLIES - PD,47.97; AIRPORT DEVELOPMENT,LLC,TIF - 1/31/2020,384.11; AL'S TOWING,TOWSERVICE PD,95;AMAZON.COM HEADQUARTERS,MISC.,910.05;ATTN: MIKE SESSIONS MEDICAL EQUIPMEN,SMALL MEDICAL EXAM GLOVES,240; AUTOZONE STORES, INC,FUEL CAP FOR BRUSH 1,11.81; B & H INVESTMENTS, INC,DEP. SUP. - LIBRARY,112; BLACK HILLS GAS DISTRIBUTION LLC,MONTHLY ENERGY BILL1,5096.48; BLUFFS SANITARY SUPPLY INC.,BREAK ROOM AND CLEANING SUPPLIES,342.7; CELLCO PARTNERSHIP,CELL PHONES - PD,1566.25; CITIBANK N.A.,DEPT SUP,528.68; CITY OF SCB,DEPT SUPPL/POSTAGE - PD,98.6; CLEMENS CARPET,EQUIP MAINT REC,28.01; COLONIAL LIFE & ACCIDENT INSURANCE COMPANY,SUPPLEMENTAL INS,48.7;CONTRACTORS MATERIALS INC.,TOOLBOX FOR SUPERVISORS' PICKUP,758.12; CORE & MAIN LP,CONTRACTUAL SVC,26375; COZY, INC,CIP-

PO-PATROL CARS - PD,800; CREDIT MANAGEMENT SERVICES INC.,WAGE ATTACHMENT,144.96; CRESCENT ELECT. SUPPLY COMP INC,SUPP - PHOTO CELLS,87.28; CROELL INC,DEPT SUP,215.34;CYNTHIA GREEN,DEP. SUP.,133.38; DALE VITITO,CIP-PO-PATROL CARS - PD,1119.14; DAS STATE ACCOUNTING-CENTRAL FINANCE,MONTHLY LONG DISTANCE,139.18; DUANE E. WOHLERS,HAULING RECYCLING TO DENVER, CO,1600; ELLIOTT EQUIPMENT COMPANY INC.,ES STOCK- ARM ADJUSTMENT TOOL,74.88; ENERGY LABORATORIES, INC DEPT 6250,SAMPLES,135; FARMERS STATE BANK,TIF - ELITE HEALTH REDEV,4713.37; FASTENAL COMPANY,DEPT SUPP PARK,147.33; FAT BOYS TIRE AND AUTO,WATER #38- TIRES,1444.6; FEDERAL EXPRESS CORPORATION,POSTAGE,188.62; FLOYD'S TRUCK CENTER SCOTTSBLUFF,ES #828- BRANK CASE, FILTERS,829.84; FYR-TEK INC,POSICHECK FOR SELF CONTAINED BREATHING APPARATUS,1496; GENERAL ELECTRIC CAPITAL CORPORATION,CAR SEAT PROGRAM - PD,602.13; GENERAL TRAFFIC CONTROLS, INC,TRAFFIC SIGNAL CABINET ASSY FOR 33RD & AVE I,16525; GENNY'S SEWING & CRAFTS,UNIFORMS - PD,297.75; HANDLEY INDUSTRIES, INC,DEPT SUP,3354.42; HAWKINS, INC.,CHEMICALS,2280.3;HERSTEAD MONUMENT COMP. INC,DEPT SUPP PARK,714; HORSE CREEK II LLC,SCHOOL & CONF LIB,91;HYDROTEX PARTNERS, LTD,CENTRAL GARAGE- OIL,2526.02; IDEAL LAUNDRY AND CLEANERS, INC.,RUGS, MOPS, SHOP TOWELS,812.06; INDEPENDENT PLUMBING AND HEATING, INC,SUPP - CLEANER,9.8; INGRAM LIBRARY SERVICES INC,BKS.,113.66; INLAND TRUCK PARTS & SERVICE,WATER #443- HOSE ASSY,17.54; INTERNAL REVENUE SERVICE,WITHHOLDINGS,56130.63; INTERSTATE INDUSTRIAL SERVICE,CONTRACTUAL SVC,136.24; INTRALINKS, INC,DATTO SIRIS 4 - POLICE DEPT FEB. 2020,2516; JOHN DEERE FINANCIAL,DEPT SUPP PARK,331.25; JOHN DEERE FINANCIAL,UNIFORM CEM,102.97; JOHN DEERE FINANCIAL,EQUIP MAINT PARK,1407.5; JULIUS D KONCABA,VEH MAINT,3046.62;KNOW HOW LLC,KENO,7272.46; KUHLMAN,BOBBI,TRAININGPD,76;LEAGUEASSOCIATIONOFRISKMANAGEMENT,ENDORS. #15 - PARKS CARGO TRAILER,127.14; M.C. SCHAFF & ASSOCIATES, INC,ENG. SERV. FOR CONDEMNATION PLATS FOR PATHWAY,7620; MASTERTON, MARK,SEWER BACKUP CLAIM,2791.39; MENARDS, INC,GROUND MAINT PARK,2838.15; MERCER LODDIE,LEGAL FEES - PD,20; MICHAEL B KEMBEL,BLDG MAINT CEM,2782.12; NE CHILD SUPPORT PAYMENT CENTER,NE CHILD SUPPORT PYBLE,1107.1; NE DEPT OF HLTH & HUMAN SVCS,MEMBERSHIP,80; NE DEPT OF REVENUE,TAX PYMT,22360.95; NE DEPT OF TRANSPORTATION,PATHWAY,66336.7; NE MOSQUITO & VECTOR CONTROL ASSN.,1 MAN ATTEND MOSQUITO WORKSHOP,65; NEBRASKA MACHINERY CO,ES #831- CAP,16.99; NEBRASKA PUBLIC POWER DISTRICT,ELECTRICAL,23124.97; OCLC ONLINE COMPUTER LIBRARY CENTER, INC,CONT.SRVCS.,378.16; OMAHA WORLD- HERALD COMPANY,SBSCR.,508.35; OREGON TRAIL PLUMBING, HEATING & COOLING INC,BLDG MAINT - PD,142.5; OWEN DEVELOPMENT, LLC,TIF - OWEN ORAL SUR REDEV.,352.18; PANHANDLE ENVIRONMENTAL SERVICES INC,CONTRACTUAL SVC,399; PANHANDLE HUMANE SOCIETY,CONTRACTUAL,5278.08; PANHANDLE PARTNERSHIP FOR HEALTH & HUMAN SERVICES,2020 MEMBERSHIP DUES - STARR LEHL,100; PELCO CORP,PLAQUE - N.JOHNSON,50;PLATTEVALLEYBANK,HEALTHSAVINGS,13704.44;POSTMASTER,POSTAGE,7 19.9; POWERPLAN,TRANS #446- CAP,140.33; PROTEX CENTRAL, INC.,FIRE EXTINGUISHERS & SERVICE (CITY HALL),263.91; REGIONAL CARE INC,HEALTH INS. PREMIUM - MARCH 2020,41043.3; REGISTER OF DEEDS,LEGAL,30; ROD CLAUSE,LB840 GRANT FUNDS,855;

RODRIGUEZ JOSE R,TOW SERVICE - PD,95;ROOSEVELT PUBLIC POWER DISTRICT,FEBRUARY2020ELECTRIC,1986.78;ROTARYCLUBOFSCOTTSBLUFF/GERING,PARTIAL YEAR DUES - N. JOHNSON,84; RR DONNELLEY,DEPT SUPPLIES - PD,634.26; RURAL HEALTH DEVELOPMENT, INC.,ECON DEV,6383.33; RYAN R KUMM,GROUND MAINT PARK,160; S M E C,EMPLOYEE DEDUCTION,130.5; SANDBERG IMPLEMENT, INC,EQUIP MAINT PARK,158.73; SCB FIREFIGHTERS UNION LOCAL 1454,FIRE EE DUES,300; SCOTTS BLUFF COUNTY COURT,LEGAL FEES - PD,347.5; SCOTTSBLUFF POLICE OFFICERS ASSOCIATION,POLICE EE DUES,1092; SHERWIN WILLIAMS,DEPT SUPP PARK,60.93; SNELL SERVICES INC.,EQUIP. MAIN.,1905; SOUCIE ANDREW,TRAINING - PD,346; STATE HEALTH LAB,SAMPLES,860; STATE OF NE.,CONTRACT - PD,525; SUPERIOR SIGNALS, INC,WW #938- LIGHT BARS,785.63; TERRY SCHAUB,LEAGUE WINTER CONF. EXPENSE,277.55; THE PEAVEY CORP,INVEST - PD,384.25; TOYOTA MOTOR CREDIT CORPORATION,HIDTA CAR LEASE PD,343.53; TYLER TECHNOLOGIES, INC,SOFTWARE MAINTENANCE 4/1/20 - 3/31/21,18745.58; UNION BANK & TRUST,RETIREMENT,22656.07; UNITED STATES WELDING,FINANCE CHARGES ON ACCOUNT,1.05; US BANK,AIRFAIR TO NATIONAL FIRE ACADEMY- MURPHY,4653.97; VAN PELT FENCING CO, INC,BRACKETS FOR ELECTRONIC GATE,179;WEST NEBRASKA CLAIMS SERVICE, INC,SEWER BACKUP CLAIM - MASTERTON,423; WESTERN COOPERATIVE COMPANY,EQUIP MAINT PARK,422.82; WESTERN PLAINS BUSINESS FORMS INC,CONSTRUCTION DUMPSTER APPLICATIONS,106.8; WESTERN STATES BANK,TIF - REGANIS REDEV,28567.16; WESTERN TRAVEL TERMINAL, LLC,VEHICLE WASH UNIT 2,26; WYOMING CHILD SUPPORT ENFORCEMENT,CHILD SUPPORT,738.08; WYOMING FIRST AID & SAFETY SUPPLY, LLC,DEPT SUPP PARK,74.15; ZM LUMBER INC,GROUND MAINT PARK,174.21;REFUNDS; ALLYSA SHIPMAN, 15.61; KATIE MUELLER, 14.15; DAVID BRODERICK, 50.36; CRAIG CLAMPITT, 14.30; NICO HERNANDEZ, 15.89; HOMETOWN FAMILY RADIO, 19.52; REGIONAL WEST MEDICAL CENTER, 17.82, SHERARD AUDIOLOGY, 14.41

Ms. Jada Thompson with Contryman Associates presented the report from the 2019 Audit. She complimented Finance Director Hilyard for preparing an excellent set of financial statements and the work that Ms. Hilyard and City Manager Johnson have done to assure that the day to day progress is smooth. She reported they issued an unmodified opinion which is the best report possible, commenting there were no findings for internal control or compliance issues. Ms. Thompson also thanked the City Council for the opportunity to conduct the City of Scottsbluff audit.

Ms. Patty Heminover with Baker Tilly was present to give a report on the City Manager Search. Ms. Heminover explained she is meeting with community members, Council and staff and commented it is a joy to be here. She added it is very important to have these meetings because the plan is to put together a brochure that highlights the community and organization. She also noted they will be doing not only a local, but a national search to find the best quality candidates, stressing the most important factor will be to find the right fit. She also stated Mr. Kuckkahn will be the main contact person to get information to Council and staff.

Regarding the Resolution to update the bank signature card taking outgoing City Manager Johnson off and adding Interim City Manager Kuckkahn, Council Member Shaver moved to approve Resolution 20-03-01 and authorize the Mayor to sign. This was seconded by Council Member Green, "YEAS," Schaub, McKerrigan, Gonzales, Green, and Shaver. "NAYS," None. Absent: None.

RESOLUTION NO. 20-03-01

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

1. US Bank NA, First National Bank, First State Bank, Platte Valley Bank, Western States Bank and Pinnacle Bank, all with local branches in Scotts Bluff County, Nebraska and the Nebraska Public Agency Investment Trust (NPAIT) as well as Moreton Capital Markets, LLC are designated as depositories and/or financial investment institutions for funds of the City of Scottsbluff, Nebraska ("City").

a. Depository funds of the City deposited in each bank shall be subject to withdrawal upon checks, notes, drafts, or other orders for the payment of money when signed on the City's behalf by any two of the following City officials:

Raymond Gonzales OR
Jeanne McKerrigan AND

Kimberley Wright OR Christine Burbach

b. All investment funds of the City held as Government Money Market Funds, Certificates of Deposit, Treasury Notes, and other authorized securities purchased by the City shall be signed by the Finance Director for the City, Elizabeth Hilyard and one of the following City officials per the City's Investment Policy:

Rick Kuckkhan OR Kimberley Wright

2. Provided, the Finance Director for the City, Elizabeth Hilyard, is authorized to make ACH drafts and withdrawals for payroll, electronic claims, utility payment drafts and debt payments on behalf of the City from any of the financial institutions named in paragraph 1. of this Resolution.

3. The banks are authorized to pay all orders and receive them for the credit of or in payment from the payee or any other holder without inquiring into the circumstances of the issue or the disposition of the proceeds.

4. US Bank is authorized to issue Visa credit cards to City personnel. The personnel to receive the cards and the credit limit on said cards shall be as approved by the City Manager or his/her designee.

5. This Resolution will revoke Resolution 18-12-04 and all prior banking resolutions and shall be delivered to all banks named in this Resolution. This Resolution will remain in effect until notice of revocation is delivered to any of these banks.

Passed, approved and effective this 2nd day of March, 2020.

Mayor

ATTEST:

City Clerk

Mr. Kuckkahn explained to City Council that due to the resignation of Nathan Johnson we need a representative to serve on the NMPP Energy Members' Council; his recommendation would be Public Works Director Mark Bohl. He would also like Deputy Public Works Director Jordan Diedrich to serve as alternate. Council Member Green made the motion, seconded by Council Member Schaub to approve Mark Bohl as representative and Jordan Diedrich as alternate to serve on the NMPP Energy Members' Council, "YEAS," McKerrigan, Shaver, Green, Schaub, and Gonzales. "NAYS," None. Absent: None.

Mr. Tim Newman, Emergency Management Director approached Council about purchasing an Outdoor Warning Siren, explaining this siren will replace the last of the very old sirens and will be located near the intersection of US Highway 26 and East 27th Street; it does match the other sirens that have been purchased. There was one quote received from Action Communications for \$28,821.33, which is under the bid threshold; however Mr. Kuckkahn explained he wanted to bring it forward because it has significance in the community. Council Member Shaver moved, seconded by Council Member Green, to accept the quote for one Outdoor Warning Siren from Action Communications and authorize the Mayor to sign the Agreement, "YEAS," Green, Schaub, Shaver, Gonzales, and McKerrigan. "NAYS," None. Absent: None.

Concerning the Contract with WNCC for the use of Cleveland Field, Mr. Kuckkahn explained the Contract increases \$500.00 per year and he asked Parks Supervisor Rick Deeds to include a list of actual costs the City is incurring; he wants Council to understand there is a considerable contribution the City has in material and labor to make it work. He then asked they approve the contract in light of the fact that the Contract is increasing, also noting there is a community contribution to the organizations to create the recreational opportunities they provide. Council Member Green asked if there is advertising revenue sources the City would be giving up in the contract. Mr. Kuckkahn stated there is no accounting for advertising in the contract and this is something that could be addressed later. Council Member Shaver made the motion, seconded by Council Member Schaub, to approve the Contract with WNCC for the use

of Cleveland Field and authorize the Mayor to sign the Contract, "YEAS," Shaver, Gonzales, Schaub, McKerrigan, and Green. "NAYS," None. Absent: None.

Council Member McKerrigan opened discussion to consider action on writing a letter of support to Governor Ricketts in support of the Day Treatment Mental Health School. Ms. McKerrigan explained the day treatment facility would be a day facility to help juveniles in the area that are having issues in school. Currently Scottsbluff High School, in conjunction with Educational Service Unit 13, is looking at funding sources to make it sustainable to get the process started. She went on to state it will be a lot like a residential treatment facility for juveniles that have mental health or behavior issues to go to a separate location and have school. There will be onsite psychologists and each school district will pay according to how many students they have attending. Council Member Schaub made the motion, seconded by Council Member McKerrigan to approve writing the letter of support to Governor Ricketts supporting the Day Treatment Mental Health School and authorize the Mayor to sign the letter, "YEAS," Schaub, McKerrigan, Schaub, Green, and Shaver. "NAYS," None. Absent: None.

Mr. Kuckkahn approached Council to approve the advertising of a Request for Proposal for solid waste disposal options, stating he wants to set us on a path for decision making regarding this issue. He added in order to do this we need a way to dispose of our refuse outside of the current system. The Gering landfill will be at full capacity by 2026 and Council will need to make a decision where they want to deposit the trash, asking if it will be in a new regional landfill that we participate in and allocate significant resources toward or a private facility where we have a predictable expense. He recommends advertising the RFP to know what our options are down the road as the urgency has not gotten any less.

Council Member Shaver commented with everything he has heard the landfill will be full before 2026. He asked in a future meeting to get an update with the landfill search; it would be good for Council to know what is really happening.

Mr. Ben Backus, Gering Council Member came forward and asked Council to vote this down, the reason being because Mr. Kuckkahn talked about this process being drawn out; a lot of it has been because of Scottsbluff, at least from Gering's standpoint. Mr. Backus went on citing, you say you are going into a landfill with us, but you build a transfer station, you say you are going into a landfill with us, but you sent out an RFP a year and a half ago; you say you are going into a landfill with us, but then you stall for a year waiting to sign paperwork. He feels it should be voted down and either go in on the landfill so Gering knows where Scottsbluff stands or vote it down and call over to Gering and say it is not going to work. He added Gering is not planning anything else; all their eggs are in this basket and if Scottsbluff is not going in on this, Gering needs to know.

Council Member Shaver commented, just for reference, if Scottsbluff found another company we could actually take our trash to while we did the landfill that would make the landfill last longer for you. Mr. Backus questioned if Scottsbluff did that, would they come back. Mr. Kuckkahn addressed Mr. Backus, stating he is not suggesting we bail out of the effort that is currently underway with Trihydro and that whole process; we should continue on that line of thinking. He does not think we are in a position at this point to say yea or nay to a landfill, as there is big money involved in this enterprise. He understands the frustration and his interest is to find a decision making path; it is very complicated and expensive. We need to take our time and do it right. Council Member Shaver added he looks at it as a temporary, what we can do so we got the time to do a landfill and if the landfill doesn't work out, we've got an option; if the landfill does work out we have an option, until it is ready to go. His concern is if both cities keep dumping, there is no way it will last until a new landfill; if we can have another option for our garbage, at least until we get to that stage, then you are only putting yours in and that is going to extend the life of the landfill, at least until 2026. Mr. Backus answered Mr. Shaver by stating the concern is Scottsbluff is sending out another RFP. Mayor Gonzales commented that Council at the last meeting, not all of them,

supported moving forward with a regional landfill; it is a mixed message. He does, however, appreciate Mr. Kuckkahn trying to get his arms around it. After discussion, Council Member Schaub made the motion, seconded by Council Member Shaver, to approve advertising of a Request for Proposal for solid waste disposal options, “YEAS,” Green, Shaver, and Schaub. “NAYS,” Gonzales and McKerrigan. Absent: None.

Under Council Reports, Council Member McKerrigan stated Tri City Active Living met. Council Member Schaub stated he went to Lincoln to the League of Municipality meetings. He added he did not go to all of the meetings, but focused more on networking and getting out amongst other Council Members and Mayors from other Cities. He mentioned a presentation that gave focus and emphasis on early childhood development. He feels this project is a key aspect to be working with our school systems and communities, tying into Economic Development. He also attended the presentation Police Chief Spencer took part in, commenting he represented the area well. Council Member Shaver also went to the League Meetings, stating he went to all the meetings he could, he also went to the presentation of Chief Spencer and also gave him good comments of representing the area. He stated there were a lot of good ideas and Ms. Lynn Rex gave updates on different bills affecting Cities. He brought back quite a bit of information and would be happy to share it. Mayor Gonzales participated in the Polar Plunge with the team from Reconnect. He also attended the solar project ribbon cutting and stated the PADD meeting is next Thursday at the Cirrus Center Boardroom.

Council Member McKerrigan moved, seconded by Council Member Schaub, to adjourn the meeting at 7:00 p.m., “YEAS,” McKerrigan, Shaver, Green, and Gonzales. “NAYS,” None. Absent: None.

Attest:

Mayor

City Clerk “SEAL”

City of Scottsbluff, Nebraska

Monday, March 16, 2020

Regular Meeting

Item Consent2

Council to set a public hearing for March 30, 2020 at 6:00 p.m. to revise the adopted budget statement of the City of Scottsbluff, Nebraska for FY 2019-2020.

Staff Contact: City Council

City of Scottsbluff, Nebraska

Monday, March 16, 2020

Regular Meeting

Item Consent3

Council to approve the appointment of Mary Skiles to the Community Redevelopment Authority for a five year term.

Staff Contact: City Council

City of Scottsbluff, Nebraska

Monday, March 16, 2020

Regular Meeting

Item Consent4

Council to acknowledge receipt of and take no action on a liability claim from Robert Rahmig. The claim will be withdrawn and forwarded to the City's insurance carrier.

Staff Contact: City Council

City of Scottsbluff
CITIZEN INCIDENT REPORT

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

Date: 3-7-2020

Date and location of Incident: 12-14-19 E 27th Street & College Park

Claimant Name: Robert Rahmig Phone: 308 631 3052

Address: 240495 CRT City: Gering State and Zip: NE 69341

City Department Contact: Kim Wright (city clerk)

Narrative of what happened: Slick roads pickup slid into light pole.
traveling westbound on 27th Street, left hand turn pickup struck
light pole due to no sand at intersection. while waiting for police to
arrive we pulled forward. when police arrived they parked in front of
the pole, and their police car was struck by a second vehicle while
we filed our report. officer dismissed chance & I both said it was an accident
Estimated amount of damages \$ 575.57 (attach estimates) he did not need anything from me.

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

Witnesses: Pargi Ruff Contact Information: Scottsbluff P.D.

Citizen insurance information: American Family Mut Ins Co.

Reported by (city staff): _____

Received Date: _____

Signature of Claimant(s): 

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

City of Scottsbluff, Nebraska

Monday, March 16, 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 03/03/2020 - 03/16/2020

Description (Payable)	Account Name	(None)	(None)	(None)	Amount
Vendor: 00460 - ACCELERATED RECEIVABLES SOLUTIONS					
Fund: 713 - CASH & INVESTMENT POOL					
WAGE ATTACHMENT	WAGE ATTACHMENT EE PAY				441.84
Fund 713 - CASH & INVESTMENT POOL Total:					441.84
Vendor 00460 - ACCELERATED RECEIVABLES SOLUTIONS Total:					441.84
Vendor: 00393 - ACTION COMMUNICATIONS INC.					
Fund: 111 - GENERAL					
EQUIP MAINT PD	EQUIPMENT MAINTENANCE				65.00
Fund 111 - GENERAL Total:					65.00
Fund: 621 - ENVIRONMENTAL SERVICES					
INTERNET 3/1/20 - 3/31/20	PHONE & INTERNET				55.00
Fund 621 - ENVIRONMENTAL SERVICES Total:					55.00
Fund: 631 - WASTEWATER					
INTERNET 3/1/20 - 3/31/20	PHONE & INTERNET				55.00
Fund 631 - WASTEWATER Total:					55.00
Vendor 00393 - ACTION COMMUNICATIONS INC. Total:					175.00
Vendor: 02583 - ADVANCE AUTO PARTS					
Fund: 631 - WASTEWATER					
VEH MAINT	VEHICLE MAINTENANCE				9.01
VEH MAINT	VEHICLE MAINTENANCE				2.79
Fund 631 - WASTEWATER Total:					11.80
Fund: 725 - CENTRAL GARAGE					
POLICE #8- MIRROR ADHESIVE	EQUIPMENT MAINTENANCE				11.02
CENTRAL GARAGE- SCAN TOOL...	DEPARTMENT SUPPLIES				3,712.00
POLICE #1- OIL FILTER	EQUIPMENT MAINTENANCE				3.14
FIRE #SB01- OIL AND AIR FILTER	EQUIPMENT MAINTENANCE				13.02
POLICE #9- OIL FILTER	EQUIPMENT MAINTENANCE				3.14
POLICE #10- OIL FILTER	EQUIPMENT MAINTENANCE				3.14
POLICE STOCK- BRAKE PADS AN...	EQUIPMENT MAINTENANCE				363.33
POLICE VAN #13- OIL FILTER	EQUIPMENT MAINTENANCE				3.14
Fund 725 - CENTRAL GARAGE Total:					4,111.93
Vendor 02583 - ADVANCE AUTO PARTS Total:					4,123.73
Vendor: 05887 - ALLO COMMUNICATIONS,LLC					
Fund: 111 - GENERAL					
LOCAL TELEPHONE CHARGES	PHONE & INTERNET				236.29
LOCAL TELEPHONE CHARGES	PHONE & INTERNET				70.07
LOCAL TELEPHONE CHARGES	PHONE & INTERNET				34.43
LOCAL TELEPHONE CHARGES	PHONE & INTERNET				37.43
LOCAL TELEPHONE CHARGES	PHONE & INTERNET				160.00
LOCAL TELEPHONE CHARGES	PHONE & INTERNET				140.14
LOCAL TELEPHONE CHARGES	PHONE & INTERNET				325.75
LOCAL TELEPHONE CHARGES	PHONE & INTERNET				1,189.62
LOCAL TELEPHONE CHARGES	PHONE & INTERNET				35.86
LOCAL TELEPHONE CHARGES	PHONE & INTERNET				421.77
LOCAL TELEPHONE CHARGES	PHONE & INTERNET				197.48
LOCAL TELEPHONE CHARGES	PHONE & INTERNET				10.70
Fund 111 - GENERAL Total:					2,859.54
Fund: 212 - TRANSPORTATION					
LOCAL TELEPHONE CHARGES	PHONE & INTERNET				452.70
Fund 212 - TRANSPORTATION Total:					452.70

Expense Approval Report

Post Dates: 03/03/2020 - 03/16/2020

Description (Payable)	Account Name	(None)	(None)	(None)	Amount
Fund: 213 - CEMETERY					
LOCAL TELEPHONE CHARGES	PHONE & INTERNET				70.07
Fund 213 - CEMETERY Total:					70.07
Fund: 224 - ECONOMIC DEVELOPMENT					
LOCAL TELEPHONE CHARGES	PHONE & INTERNET				68.57
Fund 224 - ECONOMIC DEVELOPMENT Total:					68.57
Fund: 621 - ENVIRONMENTAL SERVICES					
LOCAL TELEPHONE CHARGES	PHONE & INTERNET				165.57
Fund 621 - ENVIRONMENTAL SERVICES Total:					165.57
Fund: 631 - WASTEWATER					
LOCAL TELEPHONE CHARGES	PHONE & INTERNET				153.60
Fund 631 - WASTEWATER Total:					153.60
Fund: 641 - WATER					
LOCAL TELEPHONE CHARGES	PHONE & INTERNET				180.14
Fund 641 - WATER Total:					180.14
Fund: 661 - STORMWATER					
LOCAL TELEPHONE CHARGES	PHONE & INTERNET				35.04
Fund 661 - STORMWATER Total:					35.04
Fund: 721 - GIS SERVICES					
LOCAL TELEPHONE CHARGES	PHONE & INTERNET				34.43
Fund 721 - GIS SERVICES Total:					34.43
Fund: 725 - CENTRAL GARAGE					
LOCAL TELEPHONE CHARGES	PHONE & INTERNET				35.00
Fund 725 - CENTRAL GARAGE Total:					35.00
Vendor 05887 - ALLO COMMUNICATIONS,LLC Total:					4,054.66
Vendor: 06781 - ASSURITY LIFE INSURANCE CO					
Fund: 713 - CASH & INVESTMENT POOL					
LIFE INSURANCE	LIFE INS EE PAYABLE				32.95
Fund 713 - CASH & INVESTMENT POOL Total:					32.95
Vendor 06781 - ASSURITY LIFE INSURANCE CO Total:					32.95
Vendor: 04575 - AUTOZONE STORES, INC					
Fund: 725 - CENTRAL GARAGE					
PARKS MILLER WELDER- SPARK ... EQUIPMENT MAINTENANCE					2.69
Fund 725 - CENTRAL GARAGE Total:					2.69
Vendor 04575 - AUTOZONE STORES, INC Total:					2.69
Vendor: 09843 - AXON ENTERPRISE INC					
Fund: 111 - GENERAL					
SCHOOLS/CONF PD	SCHOOL & CONFERENCE				1,400.00
Fund 111 - GENERAL Total:					1,400.00
Vendor 09843 - AXON ENTERPRISE INC Total:					1,400.00
Vendor: 00295 - B & H INVESTMENTS, INC					
Fund: 111 - GENERAL					
BLDG MAINT PD	BUILDING MAINTENANCE				10.75
BLDG MAINT PD	BUILDING MAINTENANCE				10.75
BLDG MAINT PD	BUILDING MAINTENANCE				10.75
BLDG MAINT PD	BUILDING MAINTENANCE				10.75
Fund 111 - GENERAL Total:					43.00
Fund: 212 - TRANSPORTATION					
SUPP - WATER	DEPARTMENT SUPPLIES				25.00
SUPP - WATER	DEPARTMENT SUPPLIES				32.50
Fund 212 - TRANSPORTATION Total:					57.50
Fund: 621 - ENVIRONMENTAL SERVICES					
WATER DELIVER X 3 BOTTLES	DEPARTMENT SUPPLIES				25.00
WATER DELIVER X 2 BOTTLES	DEPARTMENT SUPPLIES				17.50
SALT DELIVERY X 1 BAG & UNIT ...	DEPARTMENT SUPPLIES				32.00

Expense Approval Report

Post Dates: 03/03/2020 - 03/16/2020

Description (Payable)	Account Name	(None)	(None)	(None)	Amount
WATER DELIVERY X 3 BOTTLES	DEPARTMENT SUPPLIES				25.00
Fund 621 - ENVIRONMENTAL SERVICES Total:					99.50
Vendor 00295 - B & H INVESTMENTS, INC Total:					200.00
Vendor: 10130 - BIZCO TECHNOLOGIES					
Fund: 218 - PUBLIC SAFETY					
CIP-PO-PATROL CARS PD	EQUIPMENT				360.36
Fund 218 - PUBLIC SAFETY Total:					360.36
Vendor 10130 - BIZCO TECHNOLOGIES Total:					360.36
Vendor: 10102 - BLOEDORN LUMBER CO - ALLIANCE					
Fund: 111 - GENERAL					
Dep. sup.	DEPARTMENT SUPPLIES				137.10
Fund 111 - GENERAL Total:					137.10
Vendor 10102 - BLOEDORN LUMBER CO - ALLIANCE Total:					137.10
Vendor: 00405 - BLUFFS SANITARY SUPPLY INC.					
Fund: 111 - GENERAL					
JANITORIAL PD	JANITORIAL SUPPLIES				32.74
JANITORIAL PD	JANITORIAL SUPPLIES				32.74
DEPT SUPPLIES/JANITORIAL PD	DEPARTMENT SUPPLIES				75.02
DEPT SUPPLIES/JANITORIAL PD	DEPARTMENT SUPPLIES				75.02
DEPT SUPPLIES/JANITORIAL PD	JANITORIAL SUPPLIES				17.51
DEPT SUPPLIES/JANITORIAL PD	JANITORIAL SUPPLIES				17.51
JANITORIAL SUPP	JANITORIAL SUPPLIES				356.47
Fund 111 - GENERAL Total:					607.01
Fund: 725 - CENTRAL GARAGE					
CENTRAL GARAGE- HAND CLEA...	DEPARTMENT SUPPLIES				86.17
Fund 725 - CENTRAL GARAGE Total:					86.17
Vendor 00405 - BLUFFS SANITARY SUPPLY INC. Total:					693.18
Vendor: 08293 - BRODERICK, MATTHEW					
Fund: 111 - GENERAL					
SCHOOLS/CONF PD	SCHOOL & CONFERENCE				225.00
Fund 111 - GENERAL Total:					225.00
Vendor 08293 - BRODERICK, MATTHEW Total:					225.00
Vendor: 06548 - BUD'S RADIATOR					
Fund: 213 - CEMETERY					
EQUIP MAINT CEM	EQUIPMENT MAINTENANCE				258.00
Fund 213 - CEMETERY Total:					258.00
Vendor 06548 - BUD'S RADIATOR Total:					258.00
Vendor: 00735 - CAPITAL BUSINESS SYSTEMS INC.					
Fund: 111 - GENERAL					
CONTRACT PD	CONTRACTUAL SERVICES				44.00
Cont. srvc.	CONTRACTUAL SERVICES				439.27
EQUIP MAINT	EQUIPMENT MAINTENANCE				138.18
Fund 111 - GENERAL Total:					621.45
Vendor 00735 - CAPITAL BUSINESS SYSTEMS INC. Total:					621.45
Vendor: 00055 - CARR- TRUMBULL LUMBER CO, INC.					
Fund: 111 - GENERAL					
GROUND MAINT PARK	GROUNDS MAINTENANCE				30.99
Fund 111 - GENERAL Total:					30.99
Vendor 00055 - CARR- TRUMBULL LUMBER CO, INC. Total:					30.99
Vendor: 07911 - CELLCO PARTNERSHIP					
Fund: 212 - TRANSPORTATION					
CELL PHONES & IPAD CHARGES	PHONE & INTERNET				96.50
Fund 212 - TRANSPORTATION Total:					96.50
Vendor 07911 - CELLCO PARTNERSHIP Total:					96.50

Expense Approval Report

Post Dates: 03/03/2020 - 03/16/2020

Description (Payable)	Account Name	(None)	(None)	(None)	Amount
Vendor: 07250 - CHRIS REYES					
Fund: 111 - GENERAL					
DEPT SUPPLIES PD	DEPARTMENT SUPPLIES				145.00
				Fund 111 - GENERAL Total:	145.00
				Vendor 07250 - CHRIS REYES Total:	145.00
Vendor: 05859 - CITIBANK, N.A.					
Fund: 111 - GENERAL					
DEPT SUPP REC	DEPARTMENT SUPPLIES				343.74
MAGNETIC DOOR CATCH AND ...	DEPARTMENT SUPPLIES				6.52
MAGNETIC DOOR CATCH AND ...	DEPARTMENT SUPPLIES				6.09
RETURN MAGNETIC DOOR CAT...	DEPARTMENT SUPPLIES				-6.52
				Fund 111 - GENERAL Total:	349.83
Fund: 213 - CEMETERY					
DEPT SUPP CEM	DEPARTMENT SUPPLIES				71.91
				Fund 213 - CEMETERY Total:	71.91
Fund: 631 - WASTEWATER					
BUILDING MAINT	BUILDING MAINTENANCE				2,205.87
BUILDING MAINT	BUILDING MAINTENANCE				130.14
DEPT SUP	DEPARTMENT SUPPLIES				459.03
BUILDING MAINT	BUILDING MAINTENANCE				20.24
BUILDING MAINT	BUILDING MAINTENANCE				-166.48
BUILDING MAINT	BUILDING MAINTENANCE				-281.22
				Fund 631 - WASTEWATER Total:	2,367.58
Fund: 641 - WATER					
BUILDING MAINT	BUILDING MAINTENANCE				2,205.87
BUILDING MAINT	BUILDING MAINTENANCE				130.14
BUILDING MAINT	BUILDING MAINTENANCE				20.25
BUILDING MAINT	BUILDING MAINTENANCE				-166.48
BUILDING MAINT	BUILDING MAINTENANCE				-281.23
				Fund 641 - WATER Total:	1,908.55
				Vendor 05859 - CITIBANK, N.A. Total:	4,697.87
Vendor: 00484 - CITY OF GERING					
Fund: 621 - ENVIRONMENTAL SERVICES					
TRASH AND RECYCLING DISPOS...	DISPOSAL FEES				34,562.47
				Fund 621 - ENVIRONMENTAL SERVICES Total:	34,562.47
				Vendor 00484 - CITY OF GERING Total:	34,562.47
Vendor: 01976 - CLARK PRINTING LLC					
Fund: 111 - GENERAL					
DEPT SUPPLIES PD	DEPARTMENT SUPPLIES				942.81
				Fund 111 - GENERAL Total:	942.81
				Vendor 01976 - CLARK PRINTING LLC Total:	942.81
Vendor: 00706 - COMPUTER CONNECTION INC					
Fund: 111 - GENERAL					
CONTRACT PD	CONTRACTUAL SERVICES				44.00
				Fund 111 - GENERAL Total:	44.00
				Vendor 00706 - COMPUTER CONNECTION INC Total:	44.00
Vendor: 00267 - CONTRACTORS MATERIALS INC.					
Fund: 111 - GENERAL					
DEPT SUPP PARK	DEPARTMENT SUPPLIES				59.63
				Fund 111 - GENERAL Total:	59.63
Fund: 212 - TRANSPORTATION					
SUPP - BLADES	DEPARTMENT SUPPLIES				47.13
				Fund 212 - TRANSPORTATION Total:	47.13

Expense Approval Report

Post Dates: 03/03/2020 - 03/16/2020

Description (Payable)	Account Name	(None)	(None)	(None)	Amount
Fund: 631 - WASTEWATER					
DEPT SUP	DEPARTMENT SUPPLIES				68.60
Fund 631 - WASTEWATER Total:					68.60
Vendor 00267 - CONTRACTORS MATERIALS INC. Total:					175.36
Vendor: 06749 - CONTRYMAN ASSOCIATES, P.C.					
Fund: 111 - GENERAL					
PROF.SERVICES - AUDIT FY18-19	AUDIT				3,640.00
PROF.SERVICES - AUDIT FY18-19	AUDIT				1,680.00
Fund 111 - GENERAL Total:					5,320.00
Fund: 212 - TRANSPORTATION					
PROF.SERVICES - AUDIT FY18-19	AUDIT				1,960.00
Fund 212 - TRANSPORTATION Total:					1,960.00
Fund: 311 - DEBT SERVICE					
PROF.SERVICES - AUDIT FY18-19	AUDIT				3,920.00
Fund 311 - DEBT SERVICE Total:					3,920.00
Fund: 621 - ENVIRONMENTAL SERVICES					
PROF.SERVICES - AUDIT FY18-19	AUDIT				5,600.00
Fund 621 - ENVIRONMENTAL SERVICES Total:					5,600.00
Fund: 631 - WASTEWATER					
PROF.SERVICES - AUDIT FY18-19	AUDIT				5,600.00
Fund 631 - WASTEWATER Total:					5,600.00
Fund: 641 - WATER					
PROF.SERVICES - AUDIT FY18-19	AUDIT				5,600.00
Fund 641 - WATER Total:					5,600.00
Vendor 06749 - CONTRYMAN ASSOCIATES, P.C. Total:					28,000.00
Vendor: 09996 - CORNHUSKER MARRIOTT HOTEL					
Fund: 111 - GENERAL					
SCHOOL & CONF	SCHOOL & CONFERENCE				220.00
SCHOOL & CONF	SCHOOL & CONFERENCE				220.00
SCHOOLS/CONF PD	SCHOOL & CONFERENCE				108.00
NEBRASKA FIRE CHIEF'S CONFE...	SCHOOL & CONFERENCE				108.00
Fund 111 - GENERAL Total:					656.00
Vendor 09996 - CORNHUSKER MARRIOTT HOTEL Total:					656.00
Vendor: 05709 - CREDIT BUREAU OF COUNCIL BLUFFS					
Fund: 111 - GENERAL					
CONTRACT SERVICES - FEB. 2020	CONSULTING SERVICES				61.00
Fund 111 - GENERAL Total:					61.00
Vendor 05709 - CREDIT BUREAU OF COUNCIL BLUFFS Total:					61.00
Vendor: 06564 - CREDIT MANAGEMENT SERVICES INC.					
Fund: 713 - CASH & INVESTMENT POOL					
WAGE ATTACHMENT	WAGE ATTACHMENT EE PAY				144.96
Fund 713 - CASH & INVESTMENT POOL Total:					144.96
Vendor 06564 - CREDIT MANAGEMENT SERVICES INC. Total:					144.96
Vendor: 07689 - CYNTHIA GREEN					
Fund: 111 - GENERAL					
DEPT SUPP DS	DEPARTMENT SUPPLIES				126.99
Fund 111 - GENERAL Total:					126.99
Vendor 07689 - CYNTHIA GREEN Total:					126.99
Vendor: 00234 - D & H ELECTRONICS INC.					
Fund: 212 - TRANSPORTATION					
SUPP - BATTERIES FOR ELETRIC ...	DEPARTMENT SUPPLIES				46.02
Fund 212 - TRANSPORTATION Total:					46.02
Vendor 00234 - D & H ELECTRONICS INC. Total:					46.02

Expense Approval Report

Post Dates: 03/03/2020 - 03/16/2020

Description (Payable)	Account Name	(None)	(None)	(None)	Amount
Vendor: 03240 - DALE VITITO					
Fund: 218 - PUBLIC SAFETY					
CIP-PO-PATROL CARS PD	EQUIPMENT				4,813.73
Fund 218 - PUBLIC SAFETY Total:					4,813.73
Vendor 03240 - DALE VITITO Total:					4,813.73
Vendor: 03321 - DALE'S TIRE & RETREADING, INC.					
Fund: 212 - TRANSPORTATION					
TIRES FOR DUMP TRUCK	VEHICLE MAINTENANCE				1,429.92
Fund 212 - TRANSPORTATION Total:					1,429.92
Vendor 03321 - DALE'S TIRE & RETREADING, INC. Total:					1,429.92
Vendor: 09741 - DIEDRICH JORDAN					
Fund: 212 - TRANSPORTATION					
MEALS FOR LWCF GRANT TRAIN..	SCHOOL & CONFERENCE				55.00
MEALS FOR NMPP ENERGY CO...	SCHOOL & CONFERENCE				116.00
Fund 212 - TRANSPORTATION Total:					171.00
Vendor 09741 - DIEDRICH JORDAN Total:					171.00
Vendor: 07421 - DUANE E. WOHLERS					
Fund: 621 - ENVIRONMENTAL SERVICES					
HAULING RECYCLING TO DENV...	DISPOSAL FEES				850.00
Fund 621 - ENVIRONMENTAL SERVICES Total:					850.00
Vendor 07421 - DUANE E. WOHLERS Total:					850.00
Vendor: 02756 - ECKERBERG, PHILLIP					
Fund: 111 - GENERAL					
SCHOOLS/CONF PD	SCHOOL & CONFERENCE				225.00
Fund 111 - GENERAL Total:					225.00
Vendor 02756 - ECKERBERG, PHILLIP Total:					225.00
Vendor: 02460 - FASTENAL COMPANY					
Fund: 111 - GENERAL					
GROUND MAINT PARK	GROUNDS MAINTENANCE				4.13
Fund 111 - GENERAL Total:					4.13
Vendor 02460 - FASTENAL COMPANY Total:					4.13
Vendor: 00794 - FLOYD'S TRUCK CENTER SCOTTSBLUFF					
Fund: 111 - GENERAL					
OIL PRESSURE SENSOR- TOWER...	VEHICLE MAINTENANCE				697.66
Fund 111 - GENERAL Total:					697.66
Fund: 725 - CENTRAL GARAGE					
TRANS #4042- HOIST AND FREI...	EQUIPMENT MAINTENANCE				133.00
FIRE #r1- GASKETS	EQUIPMENT MAINTENANCE				11.85
Fund 725 - CENTRAL GARAGE Total:					144.85
Vendor 00794 - FLOYD'S TRUCK CENTER SCOTTSBLUFF Total:					842.51
Vendor: 07904 - FREMONT MOTOR SCOTTSBLUFF, LLC					
Fund: 725 - CENTRAL GARAGE					
PLICE #8- WIRE ASSY	EQUIPMENT MAINTENANCE				255.62
POLICE #8- WIRE ASSY	EQUIPMENT MAINTENANCE				155.94
Fund 725 - CENTRAL GARAGE Total:					411.56
Vendor 07904 - FREMONT MOTOR SCOTTSBLUFF, LLC Total:					411.56
Vendor: 09610 - GRAY TELEVISION GROUP INC					
Fund: 661 - STORMWATER					
CONTRACTUAL SVC	CONTRACTUAL SERVICES				1,390.00
Fund 661 - STORMWATER Total:					1,390.00
Vendor 09610 - GRAY TELEVISION GROUP INC Total:					1,390.00

Expense Approval Report

Post Dates: 03/03/2020 - 03/16/2020

Description (Payable)	Account Name	(None)	(None)	(None)	Amount
Vendor: 04371 - HAWKINS, INC.					
Fund: 641 - WATER					
CHEMICALS	CHEMICALS				1,691.40
				Fund 641 - WATER Total:	1,691.40
				Vendor 04371 - HAWKINS, INC. Total:	1,691.40
Vendor: 01904 - HORIZON WEST, INC					
Fund: 213 - CEMETERY					
EQUIP MAINT CEM	EQUIPMENT MAINTENANCE				174.01
				Fund 213 - CEMETERY Total:	174.01
				Vendor 01904 - HORIZON WEST, INC Total:	174.01
Vendor: 00525 - IDEAL LAUNDRY AND CLEANERS, INC.					
Fund: 111 - GENERAL					
UNI/CLOTHES PD	UNIFORMS & CLOTHING				114.24
UNI/CLOTHES PD	UNIFORMS & CLOTHING				114.24
UNI/CLOTHES PD	UNIFORMS & CLOTHING				114.24
UNI/CLOTHES PD	UNIFORMS & CLOTHING				114.24
				Fund 111 - GENERAL Total:	456.96
Fund: 212 - TRANSPORTATION					
SUPP - MATS, TOWELS	DEPARTMENT SUPPLIES				33.56
SUPP - MATS, TOWELS	DEPARTMENT SUPPLIES				33.56
				Fund 212 - TRANSPORTATION Total:	67.12
Fund: 631 - WASTEWATER					
CONTRACTUAL SVC	CONTRACTUAL SERVICES				26.39
				Fund 631 - WASTEWATER Total:	26.39
Fund: 641 - WATER					
CONTRACTUAL SVC	CONTRACTUAL SERVICES				26.40
				Fund 641 - WATER Total:	26.40
Fund: 725 - CENTRAL GARAGE					
CENTRAL GARAGE- SHOP TOWE...	DEPARTMENT SUPPLIES				34.79
CENTRAL GARAGE- RUGS & SH...	DEPARTMENT SUPPLIES				34.79
				Fund 725 - CENTRAL GARAGE Total:	69.58
				Vendor 00525 - IDEAL LAUNDRY AND CLEANERS, INC. Total:	646.45
Vendor: 00937 - INDEPENDENT PLUMBING AND HEATING, INC					
Fund: 641 - WATER					
CONTRACTUAL SVC	CONTRACTUAL SERVICES				85.00
				Fund 641 - WATER Total:	85.00
				Vendor 00937 - INDEPENDENT PLUMBING AND HEATING, INC Total:	85.00
Vendor: 09291 - INGRAM LIBRARY SERVICES INC					
Fund: 111 - GENERAL					
Bks.	BOOKS				393.18
Misc.	AUDIOVISUAL SUPPLIES				31.50
Misc.	BOOKS				53.81
				Fund 111 - GENERAL Total:	478.49
				Vendor 09291 - INGRAM LIBRARY SERVICES INC Total:	478.49
Vendor: 08154 - INTERNAL REVENUE SERVICE					
Fund: 713 - CASH & INVESTMENT POOL					
WITHHOLDINGS	MEDICARE W/H EE PAYABLE				3,920.44
WITHHOLDINGS	MEDICARE W/H EE PAYABLE				3,920.44
WITHHOLDINGS	FICA W/H EE PAYABLE				14,324.72
WITHHOLDINGS	FICA W/H EE PAYABLE				14,324.72
WITHHOLDINGS	FED W/H EE PAYABLE				23,664.63
				Fund 713 - CASH & INVESTMENT POOL Total:	60,154.95
				Vendor 08154 - INTERNAL REVENUE SERVICE Total:	60,154.95

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Description (Payable)	Account Name	(None)	(None)	(None)	Amount
Vendor: 08525 - INTRALINKS, INC					
Fund: 111 - GENERAL					
DELL POWEREDGE SERVER	EQUIPMENT				3,981.13
COMPUTER EQUIPMENT	DEPARTMENT SUPPLIES				20,162.88
CONTRACT SERVICES - FEB. 2020	CONTRACTUAL SERVICES				1,338.75
CONTRACT SERVICES - FEB. 2020	EQUIPMENT				95.62
CONTRACT SERVICES - LIBRARY ...	CONTRACTUAL SERVICES				297.50
TREND MICRO ANTIVIRUS SUBS...	DEPARTMENT SUPPLIES				3,304.00
Fund 111 - GENERAL Total:					29,179.88
Fund: 212 - TRANSPORTATION					
TREND MICRO ANTIVIRUS SUBS...	DEPARTMENT SUPPLIES				196.00
Fund 212 - TRANSPORTATION Total:					196.00
Fund: 213 - CEMETERY					
TREND MICRO ANTIVIRUS SUBS...	DEPARTMENT SUPPLIES				28.00
Fund 213 - CEMETERY Total:					28.00
Fund: 224 - ECONOMIC DEVELOPMENT					
COMPUTER EQUIPMENT	DEPARTMENT SUPPLIES				1,347.82
CONTRACT SERVICES - FEB. 2020	DEPARTMENT SUPPLIES				42.50
TREND MICRO ANTIVIRUS SUBS...	DEPARTMENT SUPPLIES				28.00
Fund 224 - ECONOMIC DEVELOPMENT Total:					1,418.32
Fund: 621 - ENVIRONMENTAL SERVICES					
DELL POWEREDGE SERVER	EQUIPMENT				3,981.12
CONTRACT SERVICES - FEB. 2020	CONTRACTUAL SERVICES				85.00
CONTRACT SERVICES - FEB. 2020	EQUIPMENT				95.62
TREND MICRO ANTIVIRUS SUBS...	DEPARTMENT SUPPLIES				56.00
Fund 621 - ENVIRONMENTAL SERVICES Total:					4,217.74
Fund: 631 - WASTEWATER					
DELL POWEREDGE SERVER	EQUIPMENT				3,981.12
CONTRACT SERVICES - FEB. 2020	EQUIPMENT				95.63
TREND MICRO ANTIVIRUS SUBS...	DEPARTMENT SUPPLIES				140.00
Fund 631 - WASTEWATER Total:					4,216.75
Fund: 641 - WATER					
DATTO ALTO3	CONTRACTUAL SERVICES				211.00
DELL POWEREDGE SERVER	EQUIPMENT				3,981.12
CONTRACT SERVICES - FEB. 2020	CONTRACTUAL SERVICES				21.25
CONTRACT SERVICES - FEB. 2020	EQUIPMENT				95.63
TREND MICRO ANTIVIRUS SUBS...	DEPARTMENT SUPPLIES				56.00
Fund 641 - WATER Total:					4,365.00
Fund: 661 - STORMWATER					
COMPUTER EQUIPMENT	DEPARTMENT SUPPLIES				1,898.64
CONTRACT SERVICES - FEB. 2020	CONTRACTUAL SERVICES				127.50
TREND MICRO ANTIVIRUS SUBS...	DEPARTMENT SUPPLIES				28.00
Fund 661 - STORMWATER Total:					2,054.14
Fund: 721 - GIS SERVICES					
CONTRACT SERVICES - FEB. 2020	CONTRACTUAL SERVICES				85.00
TREND MICRO ANTIVIRUS SUBS...	DEPARTMENT SUPPLIES				28.00
Fund 721 - GIS SERVICES Total:					113.00
Fund: 725 - CENTRAL GARAGE					
TREND MICRO ANTIVIRUS SUBS...	DEPARTMENT SUPPLIES				28.00
Fund 725 - CENTRAL GARAGE Total:					28.00
Vendor 08525 - INTRALINKS, INC Total:					45,816.83
Vendor: 05696 - INVENTIVE WIRELESS OF NE, LLC					
Fund: 111 - GENERAL					
INTERNET	PHONE & INTERNET				17.95

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Description (Payable)	Account Name	(None)	(None)	(None)	Amount
INTERNET	PHONE & INTERNET				17.95
				Fund 111 - GENERAL Total:	35.90
				Vendor 05696 - INVENTIVE WIRELESS OF NE, LLC Total:	35.90
Vendor: 09747 - KNOW HOW LLC					
Fund: 111 - GENERAL					
AIR LINE COUPLING- ENGINE 1	DEPARTMENT SUPPLIES				4.27
				Fund 111 - GENERAL Total:	4.27
Fund: 213 - CEMETERY					
EQUIP MAINT CEM	EQUIPMENT MAINTENANCE				283.64
EQUIP MAINT CEM	EQUIPMENT MAINTENANCE				124.19
				Fund 213 - CEMETERY Total:	407.83
Fund: 621 - ENVIRONMENTAL SERVICES					
PRESSURE WASHER REPAIRS	EQUIPMENT MAINTENANCE				430.02
BATTERIES AND RADIATOR CAP ...	DEPARTMENT SUPPLIES				11.80
				Fund 621 - ENVIRONMENTAL SERVICES Total:	441.82
Fund: 725 - CENTRAL GARAGE					
PARKS #308- RESEAL HYDRAULI...	EQUIPMENT MAINTENANCE				200.88
POLICE #5- HANDLE	EQUIPMENT MAINTENANCE				45.60
POLICE ROBOT- BATTERY	EQUIPMENT MAINTENANCE				107.64
POLICE ROBOT- BATTERY	EQUIPMENT MAINTENANCE				113.64
CENTRAL GARAGE- WIRE	DEPARTMENT SUPPLIES				5.81
WASTE WATER #938- SWITCH	EQUIPMENT MAINTENANCE				7.52
TRANS #449- LOCKNUT	EQUIPMENT MAINTENANCE				5.00
POLICE #23- TURN SIGNAL LIGHT	EQUIPMENT MAINTENANCE				5.13
CENTRAL GARAGE- BRASS DRIFT...	DEPARTMENT SUPPLIES				10.38
CENTRAL GARAGE- HANDLE CR...	DEPARTMENT SUPPLIES				8.29
				Fund 725 - CENTRAL GARAGE Total:	509.89
				Vendor 09747 - KNOW HOW LLC Total:	1,363.81
Vendor: 04892 - LEAGUE ASSOCIATION OF RISK MANAGEMENT					
Fund: 621 - ENVIRONMENTAL SERVICES					
VEHICLE INS. - 2020 FRGTLNR-S...	VEHICLE INSURANCE				2,824.62
REMOVE 2004 STERLING SANIT...	VEHICLE INSURANCE				-507.51
				Fund 621 - ENVIRONMENTAL SERVICES Total:	2,317.11
				Vendor 04892 - LEAGUE ASSOCIATION OF RISK MANAGEMENT Total:	2,317.11
Vendor: 09590 - LEXISNEXIS RISK DATA MANAGEMENT					
Fund: 111 - GENERAL					
CONSULTING PD	CONSULTING SERVICES				100.00
				Fund 111 - GENERAL Total:	100.00
				Vendor 09590 - LEXISNEXIS RISK DATA MANAGEMENT Total:	100.00
Vendor: 00242 - M.C. SCHAFF & ASSOCIATES, INC					
Fund: 111 - GENERAL					
PATHWAY - WATER MAIN RELO...	PATHWAY				7,902.00
PATHWAY - SANITARY SEWER R...	PATHWAY				6,782.00
PROF. SERVICES - PATHWAY (C...	PATHWAY				100.00
DEPT CNTRCL SRVCS	CONTRACTUAL SERVICES				2,090.00
				Fund 111 - GENERAL Total:	16,874.00
Fund: 212 - TRANSPORTATION					
ENG. SERVICES FOR CHIP SEAL ...	STREET PROJECTS				40,495.00
				Fund 212 - TRANSPORTATION Total:	40,495.00
Fund: 631 - WASTEWATER					
FACILITY REPAIR	FACILITY REPAIRS				2,495.70
				Fund 631 - WASTEWATER Total:	2,495.70
				Vendor 00242 - M.C. SCHAFF & ASSOCIATES, INC Total:	59,864.70

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Description (Payable)	Account Name	(None)	(None)	(None)	Amount
Vendor: 08190 - MADISON NATIONAL LIFE					
Fund: 111 - GENERAL					
INSURANCE	DISABILITY INSURANCE				449.08
Fund 111 - GENERAL Total:					449.08
Fund: 713 - CASH & INVESTMENT POOL					
INSURANCE	LIFE INS EE PAYABLE				560.46
INSURANCE	DIS INC INS EE PAYABLE				761.21
INSURANCE	LIFE INS ER PAYABLE				736.70
Fund 713 - CASH & INVESTMENT POOL Total:					2,058.37
Vendor 08190 - MADISON NATIONAL LIFE Total:					2,507.45
Vendor: 08317 - MATHESON TRI-GAS INC					
Fund: 111 - GENERAL					
DEPT SUPP PARK	DEPARTMENT SUPPLIES				119.21
Fund 111 - GENERAL Total:					119.21
Fund: 641 - WATER					
RENT MACHINES	RENT-MACHINES				59.95
Fund 641 - WATER Total:					59.95
Vendor 08317 - MATHESON TRI-GAS INC Total:					179.16
Vendor: 07628 - MENARDS, INC					
Fund: 111 - GENERAL					
GROUND MAINT PARK	GROUNDS MAINTENANCE				24.60
BLDG MAINT PAR	BUILDING MAINTENANCE				119.70
GROUND MAINT PARK	GROUNDS MAINTENANCE				10.15
GROUND MAINT PARK	GROUNDS MAINTENANCE				385.00
BLDG MAINT PARK	BUILDING MAINTENANCE				19.97
FLOURECENT LAMPS FOR STAT...	DEPARTMENT SUPPLIES				59.97
JANITORIAL PD	BUILDING MAINTENANCE				15.00
JANITORIAL PD	BUILDING MAINTENANCE				15.00
GROUND MAINT PARK	GROUNDS MAINTENANCE				87.87
Fund 111 - GENERAL Total:					737.26
Fund: 212 - TRANSPORTATION					
SUPP - TAPE, LATH, PANEL, ETC.	DEPARTMENT SUPPLIES				20.00
Fund 212 - TRANSPORTATION Total:					20.00
Fund: 621 - ENVIRONMENTAL SERVICES					
FLOOR SQUEEGEE & TOOLBOX	DEPARTMENT SUPPLIES				42.94
RUBBER MATS	DEPARTMENT SUPPLIES				14.79
Fund 621 - ENVIRONMENTAL SERVICES Total:					57.73
Fund: 631 - WASTEWATER					
DEPT SUP	DEPARTMENT SUPPLIES				16.46
DEPT SUP	DEPARTMENT SUPPLIES				279.63
DEPT SUP	DEPARTMENT SUPPLIES				70.40
Fund 631 - WASTEWATER Total:					366.49
Fund: 641 - WATER					
DEPT SUP	DEPARTMENT SUPPLIES				7.03
Fund 641 - WATER Total:					7.03
Vendor 07628 - MENARDS, INC Total:					1,188.51
Vendor: 08877 - MES TEAM INC					
Fund: 111 - GENERAL					
SMALL MEDICAL EXAM GLOVES	DEPARTMENT SUPPLIES				-80.00
EXTRA LARGE MEDICAL EXAM G...	DEPARTMENT SUPPLIES				-80.00
LARGE MEDICAL EXAM GLOVES	DEPARTMENT SUPPLIES				80.00
LARGE MEDICAL EXAM GLOVES	DEPARTMENT SUPPLIES				-80.00
X-LARGE MEDICAL EXAM GLOV...	DEPARTMENT SUPPLIES				80.00
Fund 111 - GENERAL Total:					-80.00
Vendor 08877 - MES TEAM INC Total:					-80.00

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Description (Payable)	Account Name	(None)	(None)	(None)	Amount
Vendor: 09902 - MODEC MIKE					
Fund: 111 - GENERAL					
SCHOOLS/CONF PD	SCHOOL & CONFERENCE				225.00
Fund 111 - GENERAL Total:					225.00
Vendor 09902 - MODEC MIKE Total:					225.00
Vendor: 02569 - MUNIMETRIX SYSTEMS CORP					
Fund: 111 - GENERAL					
IMAGESILO - FEB 2020	CONTRACTUAL SERVICES				39.99
Fund 111 - GENERAL Total:					39.99
Vendor 02569 - MUNIMETRIX SYSTEMS CORP Total:					39.99
Vendor: 10131 - NATIONAL PEN CO LLC					
Fund: 111 - GENERAL					
DEPT SUPPLIES PD	DEPARTMENT SUPPLIES				197.34
Fund 111 - GENERAL Total:					197.34
Vendor 10131 - NATIONAL PEN CO LLC Total:					197.34
Vendor: 04082 - NE CHILD SUPPORT PAYMENT CENTER					
Fund: 713 - CASH & INVESTMENT POOL					
NE CHILD SUPPORT PYBLE	CHILD SUPPORT EE PAY				1,120.10
Fund 713 - CASH & INVESTMENT POOL Total:					1,120.10
Vendor 04082 - NE CHILD SUPPORT PAYMENT CENTER Total:					1,120.10
Vendor: 00797 - NE DEPT OF REVENUE					
Fund: 713 - CASH & INVESTMENT POOL					
WITHHOLDINGS	STATE W/H EE PAYABLE				19,552.28
Fund 713 - CASH & INVESTMENT POOL Total:					19,552.28
Vendor 00797 - NE DEPT OF REVENUE Total:					19,552.28
Vendor: 00502 - NE LIBRARY ASSOC					
Fund: 111 - GENERAL					
Mmbrshp.	MEMBERSHIPS				20.00
Mmbrshp.	MEMBERSHIPS				40.00
Mmbrshp.	MEMBERSHIPS				40.00
Mmbrshp.	MEMBERSHIPS				40.00
Mmbrshp.	MEMBERSHIPS				60.00
Mmbrshp.	MEMBERSHIPS				75.00
Fund 111 - GENERAL Total:					275.00
Vendor 00502 - NE LIBRARY ASSOC Total:					275.00
Vendor: 04460 - NEBRASKA INTERACTIVE, LLC					
Fund: 111 - GENERAL					
DRIVERS LICENSE REQ. - FEB. 20...	CONSULTING SERVICES				3.00
Fund 111 - GENERAL Total:					3.00
Vendor 04460 - NEBRASKA INTERACTIVE, LLC Total:					3.00
Vendor: 00578 - NEBRASKA PUBLIC POWER DISTRICT					
Fund: 111 - GENERAL					
Electric	ELECTRICITY				463.24
Electric	ELECTRICITY				39.63
Electric	ELECTRICITY				947.87
Electric	ELECTRICITY				103.36
Electric	ELECTRICITY				947.88
Electric	ELECTRICITY				242.55
Electric	ELECTRICITY				2,937.85
Electric	ELECTRICITY				2,931.32
Electric	ELECTRICITY				67.94
Electric	ELECTRICITY				62.35
Electric	STREET LIGHTS				100.40
Fund 111 - GENERAL Total:					8,844.39

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Description (Payable)	Account Name	(None)	(None)	(None)	Amount
Fund: 212 - TRANSPORTATION					
Electric	ELECTRICITY				642.37
Electric	ELECTRIC POWER				1,632.85
Electric	STREET LIGHTS				28,216.12
Fund 212 - TRANSPORTATION Total:					30,491.34
Fund: 213 - CEMETERY					
Electric	ELECTRICITY				690.39
Fund 213 - CEMETERY Total:					690.39
Fund: 216 - BUSINESS IMPROVEMENT					
Electric	STREET LIGHTS				85.42
Fund 216 - BUSINESS IMPROVEMENT Total:					85.42
Fund: 621 - ENVIRONMENTAL SERVICES					
Electric	ELECTRICITY				794.80
Fund 621 - ENVIRONMENTAL SERVICES Total:					794.80
Fund: 631 - WASTEWATER					
Electric	ELECTRICITY				1,901.44
Electric	ELECTRIC POWER				168.53
Fund 631 - WASTEWATER Total:					2,069.97
Fund: 641 - WATER					
Electric	ELECTRICITY				270.76
Electric	ELECTRIC POWER				522.09
Fund 641 - WATER Total:					792.85
Fund: 725 - CENTRAL GARAGE					
Electric	ELECTRICITY				234.14
Fund 725 - CENTRAL GARAGE Total:					234.14
Vendor 00578 - NEBRASKA PUBLIC POWER DISTRICT Total:					44,003.30
Vendor: 09941 - NEBRASKA RECYCLING COUNCIL					
Fund: 621 - ENVIRONMENTAL SERVICES					
RECYCLING COUNCIL YEARLY M...	CONTRACTUAL SERVICES				200.00
Fund 621 - ENVIRONMENTAL SERVICES Total:					200.00
Vendor 09941 - NEBRASKA RECYCLING COUNCIL Total:					200.00
Vendor: 00632 - NEBRASKA RURAL RADIO ASSOCIATION					
Fund: 661 - STORMWATER					
CONTRACTUAL SVC	CONTRACTUAL SERVICES				100.00
CONTRACTUAL SVC	CONTRACTUAL SERVICES				217.50
Fund 661 - STORMWATER Total:					317.50
Vendor 00632 - NEBRASKA RURAL RADIO ASSOCIATION Total:					317.50
Vendor: 00722 - NEBRASKA SALT AND GRAIN CO					
Fund: 212 - TRANSPORTATION					
1 LOAD ICE SLICER	STREET REPAIR SUPPLIES				4,476.04
Fund 212 - TRANSPORTATION Total:					4,476.04
Vendor 00722 - NEBRASKA SALT AND GRAIN CO Total:					4,476.04
Vendor: 09409 - NETWORKFLEET, INC					
Fund: 212 - TRANSPORTATION					
GPS SERVICE	DEPARTMENT SUPPLIES				126.75
Fund 212 - TRANSPORTATION Total:					126.75
Fund: 621 - ENVIRONMENTAL SERVICES					
GPS SERVICE FOR FLEET	CONTRACTUAL SERVICES				128.70
Fund 621 - ENVIRONMENTAL SERVICES Total:					128.70
Fund: 631 - WASTEWATER					
CONTRACTUAL SVC	CONTRACTUAL SERVICES				56.85
Fund 631 - WASTEWATER Total:					56.85

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Description (Payable)	Account Name	(None)	(None)	(None)	Amount
Fund: 641 - WATER					
CONTRACTUAL SVC	CONTRACTUAL SERVICES				37.90
Fund 641 - WATER Total:					37.90
Vendor 09409 - NETWORKFLEET, INC Total:					350.20
Vendor: 00139 - NORTHWEST PIPE FITTINGS, INC. OF SCOTTSBLUFF					
Fund: 111 - GENERAL					
BLDG MAINT PARK	BUILDING MAINTENANCE				53.72
Fund 111 - GENERAL Total:					53.72
Vendor 00139 - NORTHWEST PIPE FITTINGS, INC. OF SCOTTSBLUFF Total:					53.72
Vendor: 08840 - ONE CALL CONCEPTS, INC					
Fund: 212 - TRANSPORTATION					
CONTRACTUAL	CONTRACTUAL SERVICES				16.77
Fund 212 - TRANSPORTATION Total:					16.77
Fund: 631 - WASTEWATER					
CONTRACTUAL	CONTRACTUAL SERVICES				16.76
Fund 631 - WASTEWATER Total:					16.76
Fund: 641 - WATER					
CONTRACTUAL	CONTRACTUAL SERVICES				16.76
Fund 641 - WATER Total:					16.76
Vendor 08840 - ONE CALL CONCEPTS, INC Total:					50.29
Vendor: 00285 - OREGON TRAIL PLUMBING, HEATING & COOLING INC					
Fund: 223 - KENO					
SEWER - 1224 E 10TH ST	CONTRACTUAL SERVICES				5,949.00
Fund 223 - KENO Total:					5,949.00
Vendor 00285 - OREGON TRAIL PLUMBING, HEATING & COOLING INC Total:					5,949.00
Vendor: 00550 - PANHANDLE COOPERATIVE ASSOCIATION					
Fund: 111 - GENERAL					
DEPT FUEL	GASOLINE				61.57
FEBRUARY GASOLINE	GASOLINE				138.91
GASOLINE	GASOLINE				58.00
GAS PD	GASOLINE				4,354.63
FUEL	GASOLINE				606.43
FUEL	OTHER FUEL				246.74
FUEIL	GASOLINE				16.01
FUEIL	GASOLINE				15.32
FUEL CREDIT	GASOLINE				-5.01
FUEL CREDIT	GASOLINE				-37.72
Fund 111 - GENERAL Total:					5,454.88
Fund: 212 - TRANSPORTATION					
UNLEADED GASOLINE	GASOLINE				784.24
UNLEADED GASOLINE	OTHER FUEL				1,882.52
Fund 212 - TRANSPORTATION Total:					2,666.76
Fund: 224 - ECONOMIC DEVELOPMENT					
FUEIL	GASOLINE				36.41
Fund 224 - ECONOMIC DEVELOPMENT Total:					36.41
Fund: 621 - ENVIRONMENTAL SERVICES					
FLEET DIESEL/PROPANE	GASOLINE				102.51
FLEET DIESEL/PROPANE	OTHER FUEL				5,779.83
Fund 621 - ENVIRONMENTAL SERVICES Total:					5,882.34
Fund: 631 - WASTEWATER					
FUEL	GASOLINE				809.10
FUEL	OTHER FUEL				645.63
FUEL	HEATING FUEL				321.63
Fund 631 - WASTEWATER Total:					1,776.36

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Description (Payable)	Account Name	(None)	(None)	(None)	Amount
Fund: 641 - WATER					
FUEL	GASOLINE				835.22
FUEL	HEATING FUEL				321.63
Fund 641 - WATER Total:					1,156.85
Fund: 725 - CENTRAL GARAGE					
CENTRAL GARAGE- GASOLINE	GASOLINE				10.49
Fund 725 - CENTRAL GARAGE Total:					10.49
Vendor 00550 - PANHANDLE COOPERATIVE ASSOCIATION Total:					16,984.09
Vendor: 00487 - PANHANDLE ENVIRONMENTAL SERVICES INC					
Fund: 641 - WATER					
SAMPLES	SAMPLES				60.00
Fund 641 - WATER Total:					60.00
Vendor 00487 - PANHANDLE ENVIRONMENTAL SERVICES INC Total:					60.00
Vendor: 01276 - PLATTE VALLEY BANK					
Fund: 713 - CASH & INVESTMENT POOL					
HEALTH SAVINGS ACCOUNT	HSA EE PAYABLE				10,567.50
Fund 713 - CASH & INVESTMENT POOL Total:					10,567.50
Vendor 01276 - PLATTE VALLEY BANK Total:					10,567.50
Vendor: 09807 - POLYDYNE INC					
Fund: 631 - WASTEWATER					
CHEMICALS	CHEMICALS				5,379.93
Fund 631 - WASTEWATER Total:					5,379.93
Vendor 09807 - POLYDYNE INC Total:					5,379.93
Vendor: 00272 - POSTMASTER					
Fund: 621 - ENVIRONMENTAL SERVICES					
Postage	POSTAGE				111.47
Postage	POSTAGE				162.23
Fund 621 - ENVIRONMENTAL SERVICES Total:					273.70
Fund: 631 - WASTEWATER					
Postage	POSTAGE				111.47
Postage	POSTAGE				162.23
Fund 631 - WASTEWATER Total:					273.70
Fund: 641 - WATER					
Postage	POSTAGE				111.48
Postage	POSTAGE				162.22
Fund 641 - WATER Total:					273.70
Vendor 00272 - POSTMASTER Total:					821.10
Vendor: 00266 - QUILL CORPORATION					
Fund: 111 - GENERAL					
DEPT SUPPLIES PD	DEPARTMENT SUPPLIES				12.46
DEPT SUPPLIES PD	DEPARTMENT SUPPLIES				12.46
DEPT SUPPLIES PD	DEPARTMENT SUPPLIES				271.01
Fund 111 - GENERAL Total:					295.93
Vendor 00266 - QUILL CORPORATION Total:					295.93
Vendor: 04089 - REGIONAL CARE INC					
Fund: 812 - HEALTH INSURANCE					
FLEX FUNDING	FLEXIBLE BENFT EXPENSES				190.00
FLEX FUNDING	FLEXIBLE BENFT EXPENSES				291.10
Fund 812 - HEALTH INSURANCE Total:					481.10
Vendor 04089 - REGIONAL CARE INC Total:					481.10

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Description (Payable)	Account Name	(None)	(None)	(None)	Amount
Vendor: 09895 - ROALKVAN DREW					
Fund: 111 - GENERAL					
SCHOOLS/CONF PD	SCHOOL & CONFERENCE				225.00
				Fund 111 - GENERAL Total:	225.00
				Vendor 09895 - ROALKVAN DREW Total:	225.00
Vendor: 10041 - RODRIGUEZ JOSE R					
Fund: 111 - GENERAL					
CONTRACT TOWING PD	CONTRACTUAL SERVICES				95.00
CONTRACT TOWING PD	CONTRACTUAL SERVICES				75.00
CONTRACT TOWING PD	CONTRACTUAL SERVICES				95.00
				Fund 111 - GENERAL Total:	265.00
				Vendor 10041 - RODRIGUEZ JOSE R Total:	265.00
Vendor: 00463 - RR DONNELLEY					
Fund: 111 - GENERAL					
DEPT SUPPLIES PD	DEPARTMENT SUPPLIES				56.91
				Fund 111 - GENERAL Total:	56.91
				Vendor 00463 - RR DONNELLEY Total:	56.91
Vendor: 09489 - RYAN R KUMM					
Fund: 111 - GENERAL					
GROUND MAINT PARK	GROUNDS MAINTENANCE				120.00
				Fund 111 - GENERAL Total:	120.00
				Vendor 09489 - RYAN R KUMM Total:	120.00
Vendor: 00026 - S M E C					
Fund: 713 - CASH & INVESTMENT POOL					
EMPLOYEE DUDUCTIONS	SMEC EE PAYABLE				130.50
				Fund 713 - CASH & INVESTMENT POOL Total:	130.50
				Vendor 00026 - S M E C Total:	130.50
Vendor: 00257 - SANDBERG IMPLEMENT, INC					
Fund: 111 - GENERAL					
OIL CAP FOR CHAINSAW	DEPARTMENT SUPPLIES				4.43
				Fund 111 - GENERAL Total:	4.43
				Vendor 00257 - SANDBERG IMPLEMENT, INC Total:	4.43
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: 09016 - SCOTT SHAVER					
Fund: 111 - GENERAL					
LEAGUE CONF. EXPENSES	SCHOOL & CONFERENCE				323.49
				Fund 111 - GENERAL Total:	323.49
				Vendor 09016 - SCOTT SHAVER Total:	323.49
Vendor: 09759 - SCOTTIES POTTIES INC					
Fund: 111 - GENERAL					
CONTRACTUAL PARK	CONTRACTUAL SERVICES				360.00
				Fund 111 - GENERAL Total:	360.00
				Vendor 09759 - SCOTTIES POTTIES INC Total:	360.00
Vendor: 00852 - SCOTTS BLUFF COUNTY COURT					
Fund: 111 - GENERAL					
LEGAL FEES PD	LEGAL FEES				266.75
				Fund 111 - GENERAL Total:	266.75
				Vendor 00852 - SCOTTS BLUFF COUNTY COURT Total:	266.75

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Description (Payable)	Account Name	(None)	(None)	(None)	Amount
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					
UNI/CLOTHES PD	UNIFORMS & CLOTHING				104.00
Fund 111 - GENERAL Total:					104.00
Vendor 01271 - SCOTTSBLUFF SCREENPRINTING & EMBROIDERY, LLC Total:					104.00
Vendor: 00684 - SHERIFF'S OFFICE					
Fund: 111 - GENERAL					
LEGAL FEES PD	LEGAL FEES				25.32
LEGAL FEES PD	LEGAL FEES				21.66
LEGAL FEES PD	LEGAL FEES				9.00
LEGAL FEES PD	LEGAL FEES				9.00
LEGAL FEES PD	LEGAL FEES				27.76
LEGAL FEES PD	LEGAL FEES				27.76
LEGAL FEES PD	LEGAL FEES				20.44
LEGAL FEES PD	LEGAL FEES				27.76
LEGAL FEES PD	LEGAL FEES				25.32
LEGAL FEES PD	LEGAL FEES				19.22
LEGAL FEES PD	LEGAL FEES				9.00
LEGAL FEES PD	LEGAL FEES				9.66
LEGAL FEES PD	LEGAL FEES				9.66
LEGAL FEES PD	LEGAL FEES				12.84
LEGAL FEES PD	LEGAL FEES				36.91
LEGAL FEES PD	LEGAL FEES				22.88
LEGAL FEES PD	LEGAL FEES				9.00
LEGAL FEES PD	LEGAL FEES				9.00
LEGAL FEES PD	LEGAL FEES				35.08
LEGAL FEES PD	LEGAL FEES				21.66
LEGAL FEES PD	LEGAL FEES				9.00
LEGAL FEES PD	LEGAL FEES				25.32
LEGAL FEES PD	LEGAL FEES				24.10
LEGAL FEES PD	LEGAL FEES				25.32
LEGAL FEES PD	LEGAL FEES				25.32
Fund 111 - GENERAL Total:					497.99
Vendor 00684 - SHERIFF'S OFFICE Total:					497.99
Vendor: 00786 - SHERWIN WILLIAMS					
Fund: 111 - GENERAL					
GROUND MAINT PARK	GROUNDS MAINTENANCE				44.99
BLDG MAINT PARK	BUILDING MAINTENANCE				42.38
DEPT SUPP PARK	DEPARTMENT SUPPLIES				35.66
DEPT SUPP PARK	DEPARTMENT SUPPLIES				11.89
DEPT SUPP PARK	DEPARTMENT SUPPLIES				5.94
Fund 111 - GENERAL Total:					140.86
Fund: 212 - TRANSPORTATION					
PRESS. RING & SPACER FOR GR...	EQUIPMENT MAINTENANCE				878.30
Fund 212 - TRANSPORTATION Total:					878.30
Vendor 00786 - SHERWIN WILLIAMS Total:					1,019.16
Vendor: 00021 - SIMMONS OLSEN LAW FIRM, P.C.					
Fund: 111 - GENERAL					
CONTRACT PD	CONTRACTUAL SERVICES				4,167.18
CONTRACTUAL	CONTRACTUAL SERVICES				6,264.61
CONTRACTUAL	CONTRACTUAL SERVICES				202.50

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Description (Payable)	Account Name	(None)	(None)	(None)	Amount
CONTRACTUAL	PATHWAY				3,226.50
Fund 111 - GENERAL Total:					13,860.79
Fund: 224 - ECONOMIC DEVELOPMENT					
CONTRACTUAL	CONTRACTUAL SERVICES				170.35
CONTRACTUAL	CONTRACTUAL SERVICES				120.00
CONTRACTUAL	CONTRACTUAL SERVICES				83.00
CONTRACTUAL	CONTRACTUAL SERVICES				1,635.00
CONTRACTUAL	CONTRACTUAL SERVICES				1,065.00
Fund 224 - ECONOMIC DEVELOPMENT Total:					3,073.35
Fund: 621 - ENVIRONMENTAL SERVICES					
CONTRACTUAL	CONTRACTUAL SERVICES				459.00
Fund 621 - ENVIRONMENTAL SERVICES Total:					459.00
Vendor 00021 - SIMMONS OLSEN LAW FIRM, P.C. Total:					17,393.14
Vendor: 01031 - SIMON CONTRACTORS					
Fund: 111 - GENERAL					
GROUND MAINT PARK	GROUNDS MAINTENANCE				200.00
Fund 111 - GENERAL Total:					200.00
Fund: 212 - TRANSPORTATION					
SAND FOR DE ICER	STREET REPAIR SUPPLIES				72.55
Fund 212 - TRANSPORTATION Total:					72.55
Vendor 01031 - SIMON CONTRACTORS Total:					272.55
Vendor: 09346 - SUHOR INDUSTRIES, INC.					
Fund: 213 - CEMETERY					
DEPT SUPP CEM	DEPARTMENT SUPPLIES				110.00
Fund 213 - CEMETERY Total:					110.00
Vendor 09346 - SUHOR INDUSTRIES, INC. Total:					110.00
Vendor: 07537 - TRANS IOWA EQUIPMENT LLC					
Fund: 725 - CENTRAL GARAGE					
TRANS #449- LENS, SWITCH, SP...	EQUIPMENT MAINTENANCE				466.36
TRANS #450- PUSH LOC TEE	EQUIPMENT MAINTENANCE				68.55
Fund 725 - CENTRAL GARAGE Total:					534.91
Vendor 07537 - TRANS IOWA EQUIPMENT LLC Total:					534.91
Vendor: 09865 - UNION BANK & TRUST					
Fund: 713 - CASH & INVESTMENT POOL					
RETIREMENT	REGULAR RETIRE EE PAY				7,327.92
RETIREMENT	REGULAR RETIRE EE PAY				7,602.25
RETIREMENT	DEFERRED COMP EE PAY				790.00
RETIREMENT	DEFERRED COMP EE PAY				2,081.40
RETIREMENT	RETIRE FIRE EE PAYABLE				2,875.38
RETIREMENT	RETIRE POLICE EE PAY				6,395.90
Fund 713 - CASH & INVESTMENT POOL Total:					27,072.85
Vendor 09865 - UNION BANK & TRUST Total:					27,072.85
Vendor: 09239 - UNIQUE MANAGEMENT SERVICES, INC					
Fund: 111 - GENERAL					
Cont. srvc.	CONTRACTUAL SERVICES				80.55
Fund 111 - GENERAL Total:					80.55
Vendor 09239 - UNIQUE MANAGEMENT SERVICES, INC Total:					80.55
Vendor: 09840 - UNITED STATES WELDING					
Fund: 621 - ENVIRONMENTAL SERVICES					
WELDING TANK RENTAL	CONTRACTUAL SERVICES				44.41
TORCH & LEAD FOR WELDER	EQUIPMENT MAINTENANCE				725.00
NOZZLE FOR WELDER	DEPARTMENT SUPPLIES				110.00
SPOOL OF WELDING WIRE	DEPARTMENT SUPPLIES				140.25
Fund 621 - ENVIRONMENTAL SERVICES Total:					1,019.66
Vendor 09840 - UNITED STATES WELDING Total:					1,019.66

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Description (Payable)	Account Name	(None)	(None)	(None)	Amount
Vendor: 01168 - WESTERN LIBRARY SYSTEM					
Fund: 111 - GENERAL					
Cont. srvc.	CONTRACTUAL SERVICES				36.50
				Fund 111 - GENERAL Total:	36.50
				Vendor 01168 - WESTERN LIBRARY SYSTEM Total:	36.50
Vendor: 00335 - WESTERN NEBRASKA HUMAN RESOURCE MANAGEMENT					
Fund: 111 - GENERAL					
HR CONF. - CAMI KITE	SCHOOL & CONFERENCE				80.00
				Fund 111 - GENERAL Total:	80.00
				Vendor 00335 - WESTERN NEBRASKA HUMAN RESOURCE MANAGEMENT Total:	80.00
Vendor: 00344 - WESTERN PATHOLOGY CONSULTANTS, INC					
Fund: 111 - GENERAL					
ANNUAL FEE	CONTRACTUAL SERVICES				200.00
DOT TESTING - FEB, 2020	CONTRACTUAL SERVICES				186.25
				Fund 111 - GENERAL Total:	386.25
				Vendor 00344 - WESTERN PATHOLOGY CONSULTANTS, INC Total:	386.25
Vendor: 04430 - WESTERN TRAVEL TERMINAL, LLC					
Fund: 111 - GENERAL					
VEH MAINT PD	VEHICLE MAINTENANCE				396.00
UNIT 2 CARWASH	DEPARTMENT SUPPLIES				13.00
				Fund 111 - GENERAL Total:	409.00
Fund: 631 - WASTEWATER					
VEH MAINT	VEHICLE MAINTENANCE				26.00
				Fund 631 - WASTEWATER Total:	26.00
Fund: 641 - WATER					
VEH MAINT	VEHICLE MAINTENANCE				65.00
				Fund 641 - WATER Total:	65.00
				Vendor 04430 - WESTERN TRAVEL TERMINAL, LLC Total:	500.00
Vendor: 08851 - WHITING SIGNS					
Fund: 218 - PUBLIC SAFETY					
DECALS FOR UNIT 2	EQUIPMENT				300.00
				Fund 218 - PUBLIC SAFETY Total:	300.00
				Vendor 08851 - WHITING SIGNS Total:	300.00
Vendor: 09641 - WOODS & AITKEN LLP					
Fund: 111 - GENERAL					
PROFESSIONAL SERVICES - UNI...	CONTRACTUAL SERVICES				690.00
				Fund 111 - GENERAL Total:	690.00
Fund: 212 - TRANSPORTATION					
PROFESSIONAL SERVICES - UNI...	CONTRACTUAL SERVICES				1,717.83
				Fund 212 - TRANSPORTATION Total:	1,717.83
Fund: 621 - ENVIRONMENTAL SERVICES					
PROFESSIONAL SERVICES - UNI...	CONTRACTUAL SERVICES				1,717.83
				Fund 621 - ENVIRONMENTAL SERVICES Total:	1,717.83
Fund: 631 - WASTEWATER					
PROFESSIONAL SERVICES - UNI...	CONTRACTUAL SERVICES				1,717.83
				Fund 631 - WASTEWATER Total:	1,717.83
Fund: 641 - WATER					
PROFESSIONAL SERVICES - UNI...	CONTRACTUAL SERVICES				1,717.84
				Fund 641 - WATER Total:	1,717.84
				Vendor 09641 - WOODS & AITKEN LLP Total:	7,561.33

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Description (Payable)	Account Name	(None)	(None)	(None)	Amount
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
Vendor: 07239 - WYOMING FIRST AID & SAFETY SUPPLY, LLC					
Fund: 212 - TRANSPORTATION					
FIRST AID KIT SUPPLIES	DEPARTMENT SUPPLIES				40.45
Fund 212 - TRANSPORTATION Total:					40.45
Fund: 725 - CENTRAL GARAGE					
CENTRAL GARAGE- FIRST AID KI...	DEPARTMENT SUPPLIES				20.75
Fund 725 - CENTRAL GARAGE Total:					20.75
Vendor 07239 - WYOMING FIRST AID & SAFETY SUPPLY, LLC Total:					61.20
Vendor: 02057 - YOUNG MEN'S CHRISTIAN ASSOCIATION OF SCOTTSBLUFF, NE					
Fund: 713 - CASH & INVESTMENT POOL					
YMCA	YMCA PAY EE				765.00
Fund 713 - CASH & INVESTMENT POOL Total:					765.00
Vendor 02057 - YOUNG MEN'S CHRISTIAN ASSOCIATION OF SCOTTSBLUFF, NE Total:					765.00
Vendor: 03379 - ZM LUMBER INC					
Fund: 111 - GENERAL					
GROUND MAINT PARK	GROUNDS MAINTENANCE				43.08
DEPT SUPP PARK	DEPARTMENT SUPPLIES				10.78
GROUND MAINT PARK	GROUNDS MAINTENANCE				22.95
GROUND MAINT PARK	GROUNDS MAINTENANCE				10.71
GROUND MAINT PARK	GROUNDS MAINTENANCE				21.60
GROUND MAINT PARK	GROUNDS MAINTENANCE				26.80
GROUND MAINT PARK	GROUNDS MAINTENANCE				4.69
GROUND MAINT PARK	GROUNDS MAINTENANCE				-3.20
Fund 111 - GENERAL Total:					137.41
Vendor 03379 - ZM LUMBER INC Total:					137.41
Grand Total:					442,334.62

Report Summary

Fund Summary

Fund	Expense Amount	Payment Amount
111 - GENERAL	96,610.37	449.08
212 - TRANSPORTATION	85,525.68	0.00
213 - CEMETERY	1,810.21	0.00
216 - BUSINESS IMPROVEMENT	85.42	0.00
218 - PUBLIC SAFETY	5,474.09	0.00
223 - KENO	5,949.00	0.00
224 - ECONOMIC DEVELOPMENT	4,596.65	0.00
311 - DEBT SERVICE	3,920.00	0.00
621 - ENVIRONMENTAL SERVICES	58,842.97	273.70
631 - WASTEWATER	26,679.31	273.70
641 - WATER	18,044.37	273.70
661 - STORMWATER	3,796.68	0.00
713 - CASH & INVESTMENT POOL	124,171.38	124,171.38
721 - GIS SERVICES	147.43	0.00
725 - CENTRAL GARAGE	6,199.96	0.00
812 - HEALTH INSURANCE	481.10	481.10
Grand Total:	442,334.62	125,922.66

Account Summary

Account Number	Account Name	Expense Amount	Payment Amount
111-51281-142	DISABILITY INSURANCE	449.08	449.08
111-52111-116	DEPARTMENT SUPPLIES	23,466.88	0.00
111-52111-121	DEPARTMENT SUPPLIES	126.99	0.00
111-52111-141	DEPARTMENT SUPPLIES	95.24	0.00
111-52111-142	DEPARTMENT SUPPLIES	1,700.55	0.00
111-52111-151	DEPARTMENT SUPPLIES	137.10	0.00
111-52111-171	DEPARTMENT SUPPLIES	243.11	0.00
111-52111-172	DEPARTMENT SUPPLIES	343.74	0.00
111-52121-141	JANITORIAL SUPPLIES	50.25	0.00
111-52121-142	JANITORIAL SUPPLIES	50.25	0.00
111-52121-171	JANITORIAL SUPPLIES	356.47	0.00
111-52181-142	UNIFORMS & CLOTHING	560.96	0.00
111-52221-151	AUDIOVISUAL SUPPLIES	31.50	0.00
111-52222-151	BOOKS	446.99	0.00
111-52311-151	MEMBERSHIPS	275.00	0.00
111-52511-111	GASOLINE	-5.01	0.00
111-52511-121	GASOLINE	61.57	0.00
111-52511-141	GASOLINE	154.92	0.00
111-52511-142	GASOLINE	4,354.63	0.00
111-52511-143	GASOLINE	73.32	0.00
111-52511-171	GASOLINE	568.71	0.00
111-52521-171	OTHER FUEL	246.74	0.00
111-53111-112	CONTRACTUAL SERVICES	386.25	0.00
111-53111-114	CONTRACTUAL SERVICES	6,467.11	0.00
111-53111-115	CONTRACTUAL SERVICES	39.99	0.00
111-53111-116	CONTRACTUAL SERVICES	1,636.25	0.00
111-53111-121	CONTRACTUAL SERVICES	2,090.00	0.00
111-53111-142	CONTRACTUAL SERVICES	5,210.18	0.00
111-53111-151	CONTRACTUAL SERVICES	556.32	0.00
111-53111-171	CONTRACTUAL SERVICES	360.00	0.00
111-53121-112	CONSULTING SERVICES	64.00	0.00
111-53121-142	CONSULTING SERVICES	100.00	0.00
111-53211-142	LEGAL FEES	764.74	0.00
111-53311-111	AUDIT	3,640.00	0.00
111-53311-121	AUDIT	1,680.00	0.00
111-53421-141	BUILDING MAINTENANCE	36.50	0.00
111-53421-142	BUILDING MAINTENANCE	36.50	0.00

Account Summary

Account Number	Account Name	Expense Amount	Payment Amount
111-53421-171	BUILDING MAINTENANCE	235.77	0.00
111-53441-111	EQUIPMENT MAINTENAN...	138.18	0.00
111-53441-142	EQUIPMENT MAINTENAN...	65.00	0.00
111-53451-141	VEHICLE MAINTENANCE	697.66	0.00
111-53451-142	VEHICLE MAINTENANCE	396.00	0.00
111-53471-171	GROUNDS MAINTENANCE	1,034.36	0.00
111-53511-111	ELECTRICITY	463.24	0.00
111-53511-141	ELECTRICITY	987.50	0.00
111-53511-142	ELECTRICITY	1,051.24	0.00
111-53511-143	ELECTRICITY	242.55	0.00
111-53511-151	ELECTRICITY	2,937.85	0.00
111-53511-171	ELECTRICITY	2,999.26	0.00
111-53511-172	ELECTRICITY	62.35	0.00
111-53551-171	STREET LIGHTS	100.40	0.00
111-53561-111	PHONE & INTERNET	236.29	0.00
111-53561-112	PHONE & INTERNET	70.07	0.00
111-53561-114	PHONE & INTERNET	34.43	0.00
111-53561-115	PHONE & INTERNET	37.43	0.00
111-53561-116	PHONE & INTERNET	160.00	0.00
111-53561-121	PHONE & INTERNET	140.14	0.00
111-53561-141	PHONE & INTERNET	325.75	0.00
111-53561-142	PHONE & INTERNET	1,189.62	0.00
111-53561-143	PHONE & INTERNET	35.86	0.00
111-53561-151	PHONE & INTERNET	421.77	0.00
111-53561-171	PHONE & INTERNET	215.43	0.00
111-53561-172	PHONE & INTERNET	28.65	0.00
111-53711-112	SCHOOL & CONFERENCE	80.00	0.00
111-53711-113	SCHOOL & CONFERENCE	763.49	0.00
111-53711-141	SCHOOL & CONFERENCE	108.00	0.00
111-53711-142	SCHOOL & CONFERENCE	2,408.00	0.00
111-54391-171	PATHWAY	18,010.50	0.00
111-54411-116	EQUIPMENT	4,076.75	0.00
212-52111-212	DEPARTMENT SUPPLIES	600.97	0.00
212-52171-212	STREET REPAIR SUPPLIES	4,548.59	0.00
212-52511-212	GASOLINE	784.24	0.00
212-52521-212	OTHER FUEL	1,882.52	0.00
212-53111-212	CONTRACTUAL SERVICES	1,734.60	0.00
212-53311-212	AUDIT	1,960.00	0.00
212-53441-212	EQUIPMENT MAINTENAN...	878.30	0.00
212-53451-212	VEHICLE MAINTENANCE	1,429.92	0.00
212-53511-212	ELECTRICITY	642.37	0.00
212-53531-212	ELECTRIC POWER	1,632.85	0.00
212-53551-212	STREET LIGHTS	28,216.12	0.00
212-53561-212	PHONE & INTERNET	549.20	0.00
212-53711-212	SCHOOL & CONFERENCE	171.00	0.00
212-54322-212	STREET PROJECTS	40,495.00	0.00
213-52111-213	DEPARTMENT SUPPLIES	209.91	0.00
213-53441-213	EQUIPMENT MAINTENAN...	839.84	0.00
213-53511-213	ELECTRICITY	690.39	0.00
213-53561-213	PHONE & INTERNET	70.07	0.00
216-53551-000	STREET LIGHTS	85.42	0.00
218-54411-141	EQUIPMENT	300.00	0.00
218-54411-142	EQUIPMENT	5,174.09	0.00
223-53111-113	CONTRACTUAL SERVICES	5,949.00	0.00
224-52111-113	DEPARTMENT SUPPLIES	1,418.32	0.00
224-52511-113	GASOLINE	36.41	0.00
224-53111-113	CONTRACTUAL SERVICES	3,073.35	0.00
224-53561-113	PHONE & INTERNET	68.57	0.00

Account Summary

Account Number	Account Name	Expense Amount	Payment Amount
311-53311-111	AUDIT	3,920.00	0.00
621-52111-621	DEPARTMENT SUPPLIES	475.28	0.00
621-52411-621	POSTAGE	273.70	273.70
621-52511-621	GASOLINE	102.51	0.00
621-52521-621	OTHER FUEL	5,779.83	0.00
621-53111-621	CONTRACTUAL SERVICES	2,634.94	0.00
621-53193-621	DISPOSAL FEES	35,412.47	0.00
621-53311-621	AUDIT	5,600.00	0.00
621-53441-621	EQUIPMENT MAINTENAN...	1,155.02	0.00
621-53511-621	ELECTRICITY	794.80	0.00
621-53561-621	PHONE & INTERNET	220.57	0.00
621-53841-621	VEHICLE INSURANCE	2,317.11	0.00
621-54411-621	EQUIPMENT	4,076.74	0.00
631-52111-631	DEPARTMENT SUPPLIES	1,034.12	0.00
631-52411-631	POSTAGE	273.70	273.70
631-52511-631	GASOLINE	809.10	0.00
631-52521-631	OTHER FUEL	645.63	0.00
631-52611-631	CHEMICALS	5,379.93	0.00
631-53111-631	CONTRACTUAL SERVICES	1,817.83	0.00
631-53311-631	AUDIT	5,600.00	0.00
631-53421-631	BUILDING MAINTENANCE	1,908.55	0.00
631-53451-631	VEHICLE MAINTENANCE	37.80	0.00
631-53461-631	FACILITY REPAIRS	2,495.70	0.00
631-53511-631	ELECTRICITY	1,901.44	0.00
631-53521-631	HEATING FUEL	321.63	0.00
631-53531-631	ELECTRIC POWER	168.53	0.00
631-53561-631	PHONE & INTERNET	208.60	0.00
631-54411-631	EQUIPMENT	4,076.75	0.00
641-52111-641	DEPARTMENT SUPPLIES	63.03	0.00
641-52117-641	SAMPLES	60.00	0.00
641-52411-641	POSTAGE	273.70	273.70
641-52511-641	GASOLINE	835.22	0.00
641-52611-641	CHEMICALS	1,691.40	0.00
641-53111-641	CONTRACTUAL SERVICES	2,116.15	0.00
641-53311-641	AUDIT	5,600.00	0.00
641-53421-641	BUILDING MAINTENANCE	1,908.55	0.00
641-53451-641	VEHICLE MAINTENANCE	65.00	0.00
641-53511-641	ELECTRICITY	270.76	0.00
641-53521-641	HEATING FUEL	321.63	0.00
641-53531-641	ELECTRIC POWER	522.09	0.00
641-53561-641	PHONE & INTERNET	180.14	0.00
641-53631-641	RENT-MACHINES	59.95	0.00
641-54411-641	EQUIPMENT	4,076.75	0.00
661-52111-661	DEPARTMENT SUPPLIES	1,926.64	0.00
661-53111-661	CONTRACTUAL SERVICES	1,835.00	0.00
661-53561-661	PHONE & INTERNET	35.04	0.00
713-21512	MEDICARE W/H EE PAYAB...	7,840.88	7,840.88
713-21513	FICA W/H EE PAYABLE	28,649.44	28,649.44
713-21514	FED W/H EE PAYABLE	23,664.63	23,664.63
713-21515	STATE W/H EE PAYABLE	19,552.28	19,552.28
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	593.41	593.41
713-21524	SMEC EE PAYABLE	130.50	130.50
713-21527	WAGE ATTACHMENT EE ...	586.80	586.80
713-21528	REGULAR RETIRE EE PAY	14,930.17	14,930.17
713-21529	DEFERRED COMP EE PAY	2,871.40	2,871.40
713-21531	RETIRE FIRE EE PAYABLE	2,875.38	2,875.38

Account Summary

Account Number	Account Name	Expense Amount	Payment Amount
713-21533	RETIRE POLICE EE PAY	6,395.90	6,395.90
713-21534	DIS INC INS EE PAYABLE	761.21	761.21
713-21539	CHILD SUPPORT EE PAY	1,858.18	1,858.18
713-21540	YMCA PAY EE	765.00	765.00
713-21541	HSA EE PAYABLE	10,567.50	10,567.50
713-21723	LIFE INS ER PAYABLE	736.70	736.70
721-52111-721	DEPARTMENT SUPPLIES	28.00	0.00
721-53111-721	CONTRACTUAL SERVICES	85.00	0.00
721-53561-721	PHONE & INTERNET	34.43	0.00
725-52111-725	DEPARTMENT SUPPLIES	3,940.98	0.00
725-52511-725	GASOLINE	10.49	0.00
725-53441-725	EQUIPMENT MAINTENAN...	1,979.35	0.00
725-53511-725	ELECTRICITY	234.14	0.00
725-53561-725	PHONE & INTERNET	35.00	0.00
812-53863-112	FLEXIBLE BENFT EXPENSES	481.10	481.10
Grand Total:		442,334.62	125,922.66

Project Account Summary

Project Account Key	Expense Amount	Payment Amount
None	425,808.08	125,922.66
6002053111	1,707.50	0.00
6002053561	35.04	0.00
7000354391	14,784.00	0.00
Grand Total:	442,334.62	125,922.66

UTILITY REFUNDS 3-16-2020

Account #	Contact	Service Address	Refund Amount
015-6530-08	EDWIN BRAVATTI	3303 AVE D SCOTTSBLUFF NE 69361	13.73
025-1677-01	JAMES CAIN	1614 AVE N SCOTTSBLUFF NE 69361	10.5
015-5592-08	ALLY PROPERTY MANAGEMENT AND REAL	514 W 42ND ST SCOTTSBLUFF NE 69361	4.83
3			\$29.06

City of Scottsbluff, Nebraska

Monday, March 16, 2020

Regular Meeting

Item Fin Rep1

Council to receive the February 2020 Financial Report.

Staff Contact: Liz Hilyard, Finance Director

City of Scottsbluff

FUND EQUITY IN CASH - YEAR TO DATE

FOR THE FIVE MONTHS ENDED FEBRUARY 29, 2020 AND 2019

Fund	Fund #	OCTOBER 1, 2018	OCTOBER 1, 2019	
		FEBRUARY 28, 2019	FEBRUARY 29, 2020	
		NET CHANGE IN CASH	NET CHANGE IN CASH	
General	111	\$ 540,818.30	\$ 431,439.92	
Regional Library	211	1,051.25	1,371.84	
Transportation	212	(1,371,987.04)	(308,710.95)	BOND PAYMENTS
Cemetery	213	61,537.14	20,840.92	
Cemetery Perp Care	214	(56,870.33)	(3,690.94)	BUDGETED TRANSFER TO CEMETERY OPERATING FUND
Special Projects	215	31,553.59	1,112,961.83	HAIL INSURANCE PROCEEDS
Business Improvement	216	17,773.66	(8,929.85)	CHARGEBACKS FOR SERVICE FROM PARKS & STREETS DEPTS
Public Safety	218	(71,563.25)	(55,472.18)	HAIL INSURANCE PROCEEDS, LESS ANNUAL COMM CENTER PAYMENT
Scb Industrial Sites	219	(101,180.58)	1,805.20	
Keno	223	(52,909.68)	(9,186.59)	BALLON FEST PMT, PURCHASE PLAYGROUND EQUIPMENT
Economic Development	224	(222,724.56)	39,947.86	
Mutual Fire Organization	225	24,164.88	50,335.92	
Debt Service	311	(448,106.25)	(355,407.00)	BOND PAYMENTS
TIF	321	(170,679.21)	(157,251.11)	BONDHOLDER PAYMENTS
CDBG	411	0.95	610.86	
Leasing Corporation	412	(19.82)	118.34	
Capital Projects	511	14,770.46	18,561.11	
Environmental Services	621	250,157.60	26,240.72	
Wastewater	631	(152,033.29)	233,995.18	
Water	641	132,803.41	114,584.01	
Electric	651	43.64	28,474.23	
Stormwater	661	(275,165.78)	(43,412.26)	BOND PAYMENTS
GIS	721	9,834.05	23,960.68	
Central Garage	725	(93,320.84)	(61,471.10)	INTERNAL SERVICE FUND
Unemployment Comp	811	2.03	1,294.22	
Health Insurance	812	(2,906.17)	(99,469.06)	CLAIMS IN EXCESS OF REINSURANCE
TOTAL		\$ (1,934,955.84)	\$ 1,003,541.80	

City of Scottsbluff

Fund Equity in Cash

February 29, 2020

Fund	Fund #	2 YRS PRIOR February 28, 2018	PRIOR YEAR February 28, 2019	PRIOR MONTH January 31, 2020	CURRENT MONTH February 29, 2020	MONTHLY CHANGE IN CASH	
General	111	\$ 5,259,156.91	\$ 6,662,510.30	\$ 7,518,692.10	\$ 7,875,050.82	\$ 356,358.72	
Regional Library	211	47,322.67	50,389.41	52,955.66	53,214.98	\$ 259.32	
Transportation	212	2,209,504.77	3,025,961.19	2,919,780.38	3,003,786.63	\$ 84,006.25	
Cemetery	213	29,980.48	108,737.07	110,186.56	104,561.39	\$ (5,625.17)	
Cemetery Perp Care	214	652,755.26	668,908.10	690,383.63	704,936.78	\$ 14,553.15	
Special Projects	215	233,271.18	151,715.19	1,275,343.42	1,285,018.24	\$ 9,674.82	
Business Improvement	216	234,873.43	284,190.89	242,194.77	244,670.43	\$ 2,475.66	
Public Safety	218	362,412.66	349,905.42	389,831.90	402,728.30	\$ 12,896.40	
Scb Industrial Sites	219	168,992.84	68,551.94	70,647.35	70,660.74	\$ 13.39	
Keno	223	212,793.13	208,401.95	170,864.21	169,419.31	\$ (1,444.90)	
Economic Development	224	5,290,164.93	4,186,824.87	4,638,051.61	4,263,669.18	\$ (374,382.43)	loans/grants
Mutual Fire Organization	225	263,910.26	302,824.71	391,414.22	383,040.46	\$ (8,373.76)	
Debt Service	311	2,755,554.00	2,911,966.50	3,222,588.15	3,224,458.80	\$ 1,870.65	
TIF	321	208,589.19	201,508.07	202,446.43	213,007.62	\$ 10,561.19	
CDBG	411	30,672.50	30,979.98	31,955.99	31,992.61	\$ 36.62	
Leasing Corporation	412	6,708.41	6,755.63	6,953.60	6,961.57	\$ 7.97	
Capital Projects	511	71,434.58	92,674.88	99,752.35	104,444.57	\$ 4,692.22	
Environmental Services	621	1,223,061.41	1,937,593.65	2,777,788.28	2,589,975.88	\$ (187,812.40)	purchase 1 refuse truck
Wastewater	631	2,479,996.79	2,454,145.54	2,803,292.36	2,879,377.18	\$ 76,084.82	
Water	641	1,660,126.27	2,040,878.15	2,558,287.62	2,572,409.47	\$ 14,121.85	
Electric	651	1,429,748.55	1,444,081.06	1,489,576.09	1,491,283.23	\$ 1,707.14	
Stormwater	661	631,873.97	587,411.59	559,016.62	564,643.23	\$ 5,626.61	
GIS	721	46,193.68	69,400.25	104,974.75	105,048.47	\$ 73.72	
Central Garage	725	(160,166.64)	(333,022.45)	(454,524.39)	(459,402.51)	\$ (4,878.12)	
Unemployment Comp	811	66,761.02	67,430.26	69,519.30	69,598.97	\$ 79.67	
Health Insurance	812	1,495,574.63	1,875,148.33	2,251,037.35	2,388,215.87	\$ 137,178.52	re-insurance payments
TOTAL		\$ 26,911,266.88	\$ 29,455,872.48	\$ 34,193,010.31	\$ 34,342,772.22	\$ 149,761.91	



Actual to budget rev c/y & p/y - ALL FUNDS

	2017-2018 YTD Activity	2018-2019 YTD Activity	2019-2020 Budget	February 2019-2020 MTD Activity	2019-2020 YTD Activity	2019-2020 Budget Remaining	% Budget Remaining
<u>111 - GENERAL</u>							
400 - Taxes	2,312,263.31	2,297,992.21	4,875,642.00	610,512.51	2,499,801.63	2,375,840.37	49 %
412 - Intergovernmental	11,673.46	32,930.16	100,474.00	9,934.68	38,285.68	62,188.32	62 %
420 - Charges for Services	154,333.76	145,346.66	470,550.00	32,349.26	157,204.92	313,345.08	67 %
460 - Investment Income	25,062.76	51,618.52	50,000.00	9,014.97	50,042.42	(42.42)	0 %
470 - Miscellaneous Revenues	32,497.22	48,135.88	33,185.00	32,551.76	72,653.35	(39,468.35)	-119 %
480 - Other Financing Uses	1,634,033.59	1,764,246.45	2,877,000.00	260,045.12	1,296,416.90	1,580,583.10	55 %
111 - GENERAL Totals:	4,169,864.10	4,340,269.88	8,406,851.00	954,408.30	4,114,404.90	0.00	51 %
<u>211 - REGIONAL LIBRARY</u>							
460 - Investment Income	247.81	437.06	400.00	60.92	356.08	43.92	11 %
470 - Miscellaneous Revenues	601.30	1,554.40	1,000.00	198.40	377.95	622.05	62 %
211 - REGIONAL LIBRARY Totals:	849.11	1,991.46	1,400.00	259.32	734.03	0.00	48 %
<u>212 - TRANSPORTATION</u>							
400 - Taxes	384,961.09	350,575.66	1,109,910.00	90,920.33	559,561.26	550,348.74	50 %
412 - Intergovernmental	667,792.40	701,395.87	2,101,426.00	141,755.75	770,993.76	1,330,432.24	63 %
420 - Charges for Services	1,860.00	26,882.50	0.00	0.00	4,017.50	(4,017.50)	0 %
460 - Investment Income	11,174.99	27,753.33	10,000.00	3,438.58	19,736.84	(9,736.84)	-97 %
470 - Miscellaneous Revenues	233,403.46	8,502.31	0.00	0.00	37,544.40	(37,544.40)	0 %
480 - Other Financing Uses	0.00	0.00	1,700,000.00	0.00	18,520.98	1,681,479.02	99 %
212 - TRANSPORTATION Totals:	1,299,191.94	1,115,109.67	4,921,336.00	236,114.66	1,410,374.74	0.00	71 %
<u>213 - CEMETERY</u>							
420 - Charges for Services	15,500.00	23,050.00	53,800.00	3,750.00	15,450.00	38,350.00	71 %
460 - Investment Income	143.44	523.75	100.00	119.70	627.29	(527.29)	-527 %
470 - Miscellaneous Revenues	14,301.80	16,050.00	33,000.00	3,300.00	16,650.00	16,350.00	50 %
480 - Other Financing Uses	65,000.00	105,000.00	140,000.00	0.00	70,000.00	70,000.00	50 %
213 - CEMETERY Totals:	94,945.24	144,623.75	226,900.00	7,169.70	102,727.29	0.00	55 %
<u>214 - CEMETARY PERPETUAL CARE</u>							
400 - Taxes	43,931.35	39,703.72	165,000.00	12,346.17	45,600.11	119,399.89	72 %

	2017-2018 YTD Activity	2018-2019 YTD Activity	2019-2020 Budget	February 2019-2020 MTD Activity	2019-2020 YTD Activity	2019-2020 Budget Remaining	% Budget Remaining
420 - Charges for Services	5,000.00	8,600.00	17,000.00	1,400.00	6,800.00	10,200.00	60 %
460 - Investment Income	3,411.69	6,128.18	4,000.00	806.98	4,732.81	(732.81)	-18 %
214 - CEMETARY PERPETUAL CARE Totals:	52,343.04	54,431.90	186,000.00	14,553.15	57,132.92	0.00	69 %
<u>215 - SPECIAL PROJECTS</u>							
400 - Taxes	54,418.47	33,642.26	0.00	8,043.80	46,377.24	(46,377.24)	0 %
412 - Intergovernmental	7,816.64	38,719.15	0.00	0.00	6,001.04	(6,001.04)	0 %
450 - Contributions & Donations	3,227.00	3,209.00	0.00	160.00	3,160.00	(3,160.00)	0 %
460 - Investment Income	1,293.21	1,251.35	1,000.00	1,471.02	7,258.95	(6,258.95)	-626 %
470 - Miscellaneous Revenues	0.00	823.75	500,000.00	0.00	1,085,839.66	(585,839.66)	-117 %
215 - SPECIAL PROJECTS Totals:	66,755.32	77,645.51	501,000.00	9,674.82	1,148,636.89	0.00	-129 %
<u>216 - BUSINESS IMPROVEMENT</u>							
400 - Taxes	10,656.50	8,236.15	54,300.00	2,280.99	4,465.82	49,834.18	92 %
412 - Intergovernmental	0.00	25,258.00	0.00	0.00	0.00	0.00	0 %
460 - Investment Income	1,250.93	2,442.76	1,500.00	280.09	1,663.50	(163.50)	-11 %
216 - BUSINESS IMPROVEMENT Totals:	11,907.43	35,936.91	55,800.00	2,561.08	6,129.32	0.00	89 %
<u>218 - PUBLIC SAFETY</u>							
400 - Taxes	57,273.47	51,761.91	216,000.00	16,095.75	59,449.03	156,550.97	72 %
412 - Intergovernmental	3,819.14	3,368.21	0.00	0.00	4,598.68	(4,598.68)	0 %
460 - Investment Income	1,903.86	3,015.42	2,000.00	461.02	2,776.23	(776.23)	-39 %
470 - Miscellaneous Revenues	0.00	0.00	0.00	0.00	118,981.67	(118,981.67)	0 %
218 - PUBLIC SAFETY Totals:	62,996.47	58,145.54	218,000.00	16,556.77	185,805.61	0.00	15 %
<u>219 - INDUSTRIAL SITES</u>							
460 - Investment Income	1,116.58	1,088.69	200.00	80.89	474.65	(274.65)	-137 %
219 - INDUSTRIAL SITES Totals:	1,116.58	1,088.69	200.00	80.89	474.65	0.00	-137 %
<u>223 - KENO</u>							
460 - Investment Income	1,097.35	1,901.13	1,000.00	193.94	1,140.32	(140.32)	-14 %
470 - Miscellaneous Revenues	34,012.41	27,976.65	70,000.00	5,796.33	27,920.73	42,079.27	60 %
223 - KENO Totals:	35,109.76	29,877.78	71,000.00	5,990.27	29,061.05	0.00	59 %
<u>224 - ECONOMIC DEVELOPMENT</u>							
400 - Taxes	426,375.30	412,055.06	849,991.00	102,634.12	490,337.91	359,653.09	42 %

	2017-2018 YTD Activity	2018-2019 YTD Activity	2019-2020 Budget	February 2019-2020 MTD Activity	2019-2020 YTD Activity	2019-2020 Budget Remaining	% Budget Remaining
460 - Investment Income	28,459.25	36,638.11	30,000.00	4,880.83	30,314.04	(314.04)	-1 %
470 - Miscellaneous Revenues	49,503.71	87,738.77	324,253.00	26,886.80	135,843.61	188,409.39	58 %
224 - ECONOMIC DEVELOPMENT Totals:	504,338.26	536,431.94	1,204,244.00	134,401.75	656,495.56	0.00	45 %
<u>225 - MUTUAL FIRE</u>							
412 - Intergovernmental	285,715.00	0.00	0.00	0.00	3,145.00	(3,145.00)	0 %
460 - Investment Income	1,421.54	2,560.05	2,000.00	438.49	2,565.50	(565.50)	-28 %
470 - Miscellaneous Revenues	52,848.00	47,253.50	94,507.00	0.00	52,848.00	41,659.00	44 %
225 - MUTUAL FIRE Totals:	339,984.54	49,813.55	96,507.00	438.49	58,558.50	0.00	39 %
<u>311 - DEBT SERVICE</u>							
400 - Taxes	171,870.02	161,442.31	946,741.00	(1,820.55)	190,114.25	756,626.75	80 %
460 - Investment Income	14,348.09	25,476.15	20,000.00	3,691.20	21,690.42	(1,690.42)	-8 %
470 - Miscellaneous Revenues	79,084.66	79,213.86	103,409.00	0.00	71,514.50	31,894.50	31 %
480 - Other Financing Uses	0.00	0.00	1,000,000.00	0.00	0.00	1,000,000.00	100 %
311 - DEBT SERVICE Totals:	265,302.77	266,132.32	2,070,150.00	1,870.65	283,319.17	0.00	86 %
<u>321 - TIF PROJECTS</u>							
400 - Taxes	24,368.56	22,395.36	439,457.00	10,317.35	24,476.01	414,980.99	94 %
460 - Investment Income	1,088.34	1,728.87	1,300.00	243.84	1,370.24	(70.24)	-5 %
480 - Other Financing Uses	0.00	0.00	300,000.00	0.00	0.00	300,000.00	100 %
321 - TIF PROJECTS Totals:	25,456.90	24,124.23	740,757.00	10,561.19	25,846.25	0.00	97 %
<u>411 - CDBG</u>							
460 - Investment Income	161.07	269.41	300.00	36.62	214.85	85.15	28 %
411 - CDBG Totals:	161.07	269.41	300.00	36.62	214.85	0.00	28 %
<u>412 - LEASE CORPORATION</u>							
460 - Investment Income	35.37	58.88	50.00	7.97	46.81	3.19	6 %
480 - Other Financing Uses	675,300.99	681,845.74	689,395.00	0.00	682,350.67	7,044.33	1 %
412 - LEASE CORPORATION Totals:	675,336.36	681,904.62	689,445.00	7.97	682,397.48	0.00	1 %
<u>511 - CAPITAL PROJECTS FUND</u>							
400 - Taxes	16,270.74	14,705.08	59,000.00	4,572.66	16,888.95	42,111.05	71 %
460 - Investment Income	336.80	741.62	500.00	119.56	649.70	(149.70)	-30 %
511 - CAPITAL PROJECTS FUND Totals:	16,607.54	15,446.70	59,500.00	4,692.22	17,538.65	0.00	71 %
<u>621 - ENVIRONMENTAL SERVICES</u>							

	2017-2018 YTD Activity	2018-2019 YTD Activity	2019-2020 Budget	February 2019-2020 MTD Activity	2019-2020 YTD Activity	2019-2020 Budget Remaining	% Budget Remaining
420 - Charges for Services	1,198,464.54	1,228,915.42	2,992,612.00	257,927.25	1,257,645.75	1,734,966.25	58 %
460 - Investment Income	5,772.95	15,662.74	5,000.00	2,964.87	17,811.87	(12,811.87)	-256 %
470 - Miscellaneous Revenues	46.42	0.00	500.00	0.00	0.00	500.00	100 %
480 - Other Financing Uses	0.00	0.00	0.00	0.00	2,984.95	(2,984.95)	0 %
621 - ENVIRONMENTAL SERVICES Totals:	1,204,283.91	1,244,578.16	2,998,112.00	260,892.12	1,278,442.57	0.00	57 %
<u>631 - WASTEWATER</u>							
420 - Charges for Services	1,074,502.72	1,091,857.04	2,680,016.00	208,646.11	1,106,051.33	1,573,964.67	59 %
440 - Rents	10,805.00	0.00	0.00	0.00	0.00	0.00	0 %
460 - Investment Income	12,766.02	21,195.38	15,000.00	3,296.16	18,607.97	(3,607.97)	-24 %
480 - Other Financing Uses	0.00	0.00	0.00	0.00	11,235.18	(11,235.18)	0 %
631 - WASTEWATER Totals:	1,098,073.74	1,113,052.42	2,695,016.00	211,942.27	1,135,894.48	0.00	58 %
<u>641 - WATER</u>							
420 - Charges for Services	797,931.85	826,422.45	1,951,089.00	137,791.24	812,138.76	1,138,950.24	58 %
440 - Rents	14,178.94	12,692.21	39,788.00	3,294.12	19,761.59	20,026.41	50 %
460 - Investment Income	9,779.41	17,801.29	15,000.00	2,944.76	17,180.00	(2,180.00)	-15 %
470 - Miscellaneous Revenues	9,549.30	13,722.14	5,000.00	1,380.00	15,063.29	(10,063.29)	-201 %
641 - WATER Totals:	831,439.50	870,638.09	2,010,877.00	145,410.12	864,143.64	0.00	57 %
<u>651 - ELECTRIC</u>							
460 - Investment Income	7,505.73	12,557.94	10,000.00	1,707.14	10,015.04	(15.04)	0 %
470 - Miscellaneous Revenues	1,392,033.59	1,575,746.45	2,700,000.00	260,045.12	1,207,916.90	1,492,083.10	55 %
651 - ELECTRIC Totals:	1,399,539.32	1,588,304.39	2,710,000.00	261,752.26	1,217,931.94	0.00	55 %
<u>661 - STORMWATER</u>							
420 - Charges for Services	31,700.70	39,168.96	117,600.00	10,028.84	46,354.77	71,245.23	61 %
460 - Investment Income	3,288.71	5,635.79	3,400.00	646.37	3,739.30	(339.30)	-10 %
470 - Miscellaneous Revenues	0.00	0.00	8,407.00	0.00	12,750.00	(4,343.00)	-52 %
480 - Other Financing Uses	25,000.00	25,000.00	50,000.00	0.00	25,000.00	25,000.00	50 %
661 - STORMWATER Totals:	59,989.41	69,804.75	179,407.00	10,675.21	87,844.07	0.00	51 %
<u>713 - CASH & INVESTMENT POOL</u>							
470 - Miscellaneous Revenues	5.19	9.80	0.00	(25.00)	(15.11)	15.11	0 %
713 - CASH & INVESTMENT POOL Totals:	5.19	9.80	0.00	(25.00)	(15.11)	0.00	0 %

	2017-2018 YTD Activity	2018-2019 YTD Activity	2019-2020 Budget	February 2019-2020 MTD Activity	2019-2020 YTD Activity	2019-2020 Budget Remaining	% Budget Remaining
<u>721 - GIS SERVICES</u>							
460 - Investment Income	241.62	494.62	200.00	120.25	639.95	(439.95)	-220 %
480 - Other Financing Uses	48,500.00	48,500.00	105,575.00	0.00	52,787.50	52,787.50	50 %
721 - GIS SERVICES Totals:	48,741.62	48,994.62	105,775.00	120.25	53,427.45	0.00	49 %
<u>725 - CENTRAL GARAGE</u>							
420 - Charges for Services	73,662.21	75,538.65	230,200.00	12,769.97	52,464.75	177,735.25	77 %
725 - CENTRAL GARAGE Totals:	73,662.21	75,538.65	230,200.00	12,769.97	52,464.75	0.00	77 %
<u>811 - UNEMPLOYMENT COMP</u>							
460 - Investment Income	350.49	586.38	500.00	79.67	467.40	32.60	7 %
811 - UNEMPLOYMENT COMP Totals:	350.49	586.38	500.00	79.67	467.40	0.00	7 %
<u>812 - HEALTH INSURANCE</u>							
460 - Investment Income	7,437.83	15,381.75	5,000.00	2,733.91	15,811.09	(10,811.09)	-216 %
470 - Miscellaneous Revenues	1,043,983.40	979,496.86	2,086,000.00	177,236.28	881,914.16	1,204,085.84	58 %
812 - HEALTH INSURANCE Totals:	1,051,421.23	994,878.61	2,091,000.00	179,970.19	897,725.25	0.00	57 %



Actual to budget c/y & p/y - ALL FUNDS

	2017-2018 YTD Activity	2018-2019 YTD Activity	2019-2020 Budget	February 2019-2020 MTD Activity	2019-2020 YTD Activity	2019-2020 Budget Remaining	% Budget Remaining
<u>111 - GENERAL</u>							
500 - Personnel	2,756,549.65	2,790,589.28	6,828,099.00	465,474.23	2,710,263.27	4,117,835.73	60 %
503 - Supplies	163,727.03	120,051.69	474,300.00	18,446.07	124,050.28	350,249.72	74 %
504 - Contract Services	713,141.59	702,324.50	1,746,998.00	98,995.00	796,150.40	950,847.60	54 %
550 - Capital Outlay	16,608.44	12,748.11	1,995,000.00	3,555.00	3,555.00	1,991,445.00	100 %
570 - Other Financing Uses	0.00	0.00	250,000.00	0.00	0.00	250,000.00	100 %
111 - GENERAL Totals:	3,650,026.71	3,625,713.58	11,294,397.00	586,470.30	3,634,018.95	0.00	68 %
<u>211 - REGIONAL LIBRARY</u>							
503 - Supplies	305.73	506.73	12,500.00	0.00	0.00	12,500.00	100 %
504 - Contract Services	0.00	0.00	3,000.00	0.00	0.00	3,000.00	100 %
211 - REGIONAL LIBRARY Totals:	305.73	506.73	15,500.00	0.00	0.00	0.00	100 %
<u>212 - TRANSPORTATION</u>							
500 - Personnel	420,920.70	419,529.84	945,441.00	67,200.30	391,232.97	554,208.03	59 %
503 - Supplies	76,192.87	60,523.08	318,150.00	4,895.94	51,862.19	266,287.81	84 %
504 - Contract Services	453,893.74	225,419.06	1,038,769.00	80,012.17	321,555.67	717,213.33	69 %
550 - Capital Outlay	84,512.44	539,083.74	2,475,000.00	0.00	0.00	2,475,000.00	100 %
560 - Debt Service	472,927.50	848,240.89	850,833.05	0.00	826,423.28	24,409.77	3 %
570 - Other Financing Uses	26,000.00	26,000.00	255,675.00	0.00	27,837.50	227,837.50	89 %
212 - TRANSPORTATION Totals:	1,534,447.25	2,118,796.61	5,883,868.05	152,108.41	1,618,911.61	0.00	72 %
<u>213 - CEMETERY</u>							
500 - Personnel	61,914.66	64,510.08	159,504.00	10,310.88	62,019.37	97,484.63	61 %
503 - Supplies	2,894.97	2,266.56	22,500.00	1,371.86	4,811.45	17,688.55	79 %
504 - Contract Services	6,525.69	6,200.57	30,666.00	1,292.13	8,835.61	21,830.39	71 %
550 - Capital Outlay	0.00	0.00	6,000.00	0.00	0.00	6,000.00	100 %
213 - CEMETERY Totals:	71,335.32	72,977.21	218,670.00	12,974.87	75,666.43	0.00	65 %
<u>214 - CEMETARY PERPETUAL CARE</u>							
504 - Contract Services	0.00	0.00	500,000.00	0.00	0.00	500,000.00	100 %
570 - Other Financing Uses	65,000.00	105,000.00	140,000.00	0.00	70,000.00	70,000.00	50 %
214 - CEMETARY PERPETUAL CARE Totals:	65,000.00	105,000.00	640,000.00	0.00	70,000.00	0.00	89 %
<u>215 - SPECIAL PROJECTS</u>							

	2017-2018 YTD Activity	2018-2019 YTD Activity	2019-2020 Budget	February 2019-2020 MTD Activity	2019-2020 YTD Activity	2019-2020 Budget Remaining	% Budget Remaining
500 - Personnel	7,616.63	3,946.60	0.00	0.00	6,001.04	(6,001.04)	0 %
503 - Supplies	2,092.51	379.92	500,000.00	0.00	10,185.70	489,814.30	98 %
504 - Contract Services	63,243.76	2,190.00	0.00	0.00	112.50	(112.50)	0 %
550 - Capital Outlay	0.00	7,009.19	0.00	0.00	0.00	0.00	0 %
215 - SPECIAL PROJECTS Totals:	72,952.90	13,525.71	500,000.00	0.00	16,299.24	0.00	97 %
<u>216 - BUSINESS IMPROVEMENT</u>							
500 - Personnel	386.10	0.00	20,000.00	0.00	13,884.97	6,115.03	31 %
503 - Supplies	6,681.00	0.00	0.00	0.00	0.00	0.00	0 %
504 - Contract Services	6,649.87	341.68	22,700.00	85.42	4,432.23	18,267.77	80 %
550 - Capital Outlay	0.00	15,421.27	110,000.00	0.00	0.00	110,000.00	100 %
570 - Other Financing Uses	0.00	0.00	50,000.00	0.00	0.00	50,000.00	100 %
216 - BUSINESS IMPROVEMENT Totals:	13,716.97	15,762.95	202,700.00	85.42	18,317.20	0.00	91 %
<u>218 - PUBLIC SAFETY</u>							
503 - Supplies	7,194.14	12,184.93	54,000.00	473.53	10,784.61	43,215.39	80 %
504 - Contract Services	82,418.00	88,070.22	87,700.00	0.00	83,441.94	4,258.06	5 %
550 - Capital Outlay	44,934.06	22,681.25	209,000.00	3,186.84	119,040.16	89,959.84	43 %
570 - Other Financing Uses	0.00	0.00	200,000.00	0.00	0.00	200,000.00	100 %
218 - PUBLIC SAFETY Totals:	134,546.20	122,936.40	550,700.00	3,660.37	213,266.71	0.00	61 %
<u>219 - INDUSTRIAL SITES</u>							
504 - Contract Services	0.00	337.50	50,500.00	67.50	283.50	50,216.50	99 %
570 - Other Financing Uses	153,500.00	100,000.00	0.00	0.00	0.00	0.00	0 %
219 - INDUSTRIAL SITES Totals:	153,500.00	100,337.50	50,500.00	67.50	283.50	0.00	99 %
<u>223 - KENO</u>							
503 - Supplies	7,362.11	16.28	13,500.00	7,435.17	9,114.74	4,385.26	32 %
504 - Contract Services	13,996.00	36,219.98	21,500.00	0.00	5,068.15	16,431.85	76 %
550 - Capital Outlay	5,909.00	0.00	75,000.00	0.00	9,050.00	65,950.00	88 %
223 - KENO Totals:	27,267.11	36,236.26	110,000.00	7,435.17	23,232.89	0.00	79 %
<u>224 - ECONOMIC DEVELOPMENT</u>							
500 - Personnel	40,078.78	44,045.27	105,635.00	7,938.07	43,011.29	62,623.71	59 %
503 - Supplies	950.29	506.47	1,250.00	39.62	749.44	500.56	40 %
504 - Contract Services	496,447.12	570,999.88	2,556,150.00	500,806.49	618,280.36	1,937,869.64	76 %
224 - ECONOMIC DEVELOPMENT Totals:	537,476.19	615,551.62	2,663,035.00	508,784.18	662,041.09	0.00	75 %

	2017-2018 YTD Activity	2018-2019 YTD Activity	2019-2020 Budget	February 2019-2020 MTD Activity	2019-2020 YTD Activity	2019-2020 Budget Remaining	% Budget Remaining
<u>225 - MUTUAL FIRE</u>							
503 - Supplies	5,232.00	12,102.06	16,000.00	8,812.25	11,977.25	4,022.75	25 %
504 - Contract Services	15,355.02	5,282.22	21,500.00	0.00	0.00	21,500.00	100 %
550 - Capital Outlay	308,271.70	5,843.92	150,000.00	0.00	0.00	150,000.00	100 %
570 - Other Financing Uses	0.00	0.00	100,000.00	0.00	0.00	100,000.00	100 %
225 - MUTUAL FIRE Totals:	328,858.72	23,228.20	287,500.00	8,812.25	11,977.25	0.00	96 %
<u>311 - DEBT SERVICE</u>							
504 - Contract Services	3,080.00	3,220.00	8,780.00	0.00	0.00	8,780.00	100 %
570 - Other Financing Uses	675,300.99	681,845.74	4,189,395.00	0.00	682,350.67	3,507,044.33	84 %
311 - DEBT SERVICE Totals:	678,380.99	685,065.74	4,198,175.00	0.00	682,350.67	0.00	84 %
<u>321 - TIF PROJECTS</u>							
560 - Debt Service	20,618.66	14,245.96	439,457.00	0.00	14,158.66	425,298.34	97 %
570 - Other Financing Uses	0.00	0.00	300,000.00	0.00	0.00	300,000.00	100 %
321 - TIF PROJECTS Totals:	20,618.66	14,245.96	739,457.00	0.00	14,158.66	0.00	98 %
<u>412 - LEASE CORPORATION</u>							
504 - Contract Services	75.00	20.00	200.00	0.00	15.00	185.00	93 %
560 - Debt Service	675,300.99	681,845.74	689,395.00	0.00	682,350.67	7,044.33	1 %
412 - LEASE CORPORATION Totals:	675,375.99	681,865.74	689,595.00	0.00	682,365.67	0.00	1 %
<u>511 - CAPITAL PROJECTS FUND</u>							
504 - Contract Services	0.00	0.00	90,000.00	0.00	0.00	90,000.00	100 %
550 - Capital Outlay	0.00	0.00	50,000.00	0.00	0.00	50,000.00	100 %
511 - CAPITAL PROJECTS FUND Totals:	0.00	0.00	140,000.00	0.00	0.00	0.00	100 %
<u>621 - ENVIRONMENTAL SERVICES</u>							
500 - Personnel	492,119.09	500,456.10	1,188,666.00	81,139.27	466,105.59	722,560.41	61 %
503 - Supplies	45,818.42	51,000.90	188,500.00	7,163.19	42,921.12	145,578.88	77 %
504 - Contract Services	289,639.54	316,916.84	842,304.00	62,526.51	325,170.91	517,133.09	61 %
550 - Capital Outlay	0.00	0.00	1,984,500.00	226,317.00	249,152.00	1,735,348.00	87 %
570 - Other Financing Uses	27,000.00	27,000.00	54,000.00	0.00	27,000.00	27,000.00	50 %
621 - ENVIRONMENTAL SERVICES Totals:	854,577.05	895,373.84	4,257,970.00	377,145.97	1,110,349.62	0.00	74 %
<u>631 - WASTEWATER</u>							

	2017-2018 YTD Activity	2018-2019 YTD Activity	2019-2020 Budget	February 2019-2020 MTD Activity	2019-2020 YTD Activity	2019-2020 Budget Remaining	% Budget Remaining
500 - Personnel	360,514.23	370,637.46	901,607.00	61,598.18	351,058.36	550,548.64	61 %
503 - Supplies	31,186.44	25,956.32	127,247.00	4,245.80	20,452.98	106,794.02	84 %
504 - Contract Services	210,294.70	208,470.48	577,526.00	33,228.53	212,714.52	364,811.48	63 %
550 - Capital Outlay	57,503.18	166,229.42	1,315,000.00	0.00	41,806.12	1,273,193.88	97 %
560 - Debt Service	322,945.35	322,945.35	337,959.00	0.00	168,979.30	168,979.70	50 %
570 - Other Financing Uses	70,000.00	70,000.00	742,450.00	0.00	71,225.00	671,225.00	90 %
631 - WASTEWATER Totals:	1,052,443.90	1,164,239.03	4,001,789.00	99,072.51	866,236.28	0.00	78 %
<u>641 - WATER</u>							
500 - Personnel	325,517.76	336,910.02	826,486.00	55,029.73	313,453.25	513,032.75	62 %
503 - Supplies	68,424.57	108,821.24	352,375.00	20,468.32	120,346.51	232,028.49	66 %
504 - Contract Services	174,561.68	162,725.88	475,681.00	26,952.55	171,642.10	304,038.90	64 %
550 - Capital Outlay	660,912.17	51,710.75	217,000.00	0.00	68,951.25	148,048.75	68 %
570 - Other Financing Uses	39,000.00	39,000.00	680,450.00	0.00	40,225.00	640,225.00	94 %
641 - WATER Totals:	1,268,416.18	699,167.89	2,551,992.00	102,450.60	714,618.11	0.00	72 %
<u>651 - ELECTRIC</u>							
503 - Supplies	0.00	0.00	1,000.00	0.00	0.00	1,000.00	100 %
570 - Other Financing Uses	1,392,033.59	1,575,746.45	3,450,000.00	260,045.12	1,207,916.90	2,242,083.10	65 %
651 - ELECTRIC Totals:	1,392,033.59	1,575,746.45	3,451,000.00	260,045.12	1,207,916.90	0.00	65 %
<u>661 - STORMWATER</u>							
503 - Supplies	196.35	460.37	14,870.00	0.00	470.01	14,399.99	97 %
504 - Contract Services	14,728.04	16,946.42	82,670.00	1,883.73	18,114.39	64,555.61	78 %
550 - Capital Outlay	13,670.88	200,923.13	170,000.00	0.00	12,750.00	157,250.00	93 %
560 - Debt Service	0.00	79,800.36	79,058.20	0.00	74,710.47	4,347.73	5 %
570 - Other Financing Uses	0.00	0.00	250,000.00	0.00	0.00	250,000.00	100 %
661 - STORMWATER Totals:	28,595.27	298,130.28	596,598.20	1,883.73	106,044.87	0.00	82 %
<u>721 - GIS SERVICES</u>							
500 - Personnel	25,233.44	26,737.17	61,026.00	0.00	17,052.42	43,973.58	72 %
503 - Supplies	196.00	311.98	3,300.00	9.99	9.99	3,290.01	100 %
504 - Contract Services	11,490.04	11,552.97	18,925.00	36.54	13,209.91	5,715.09	30 %
550 - Capital Outlay	0.00	0.00	7,000.00	0.00	0.00	7,000.00	100 %
721 - GIS SERVICES Totals:	36,919.48	38,602.12	90,251.00	46.53	30,272.32	0.00	66 %

	2017-2018 YTD Activity	2018-2019 YTD Activity	2019-2020 Budget	February 2019-2020 MTD Activity	2019-2020 YTD Activity	2019-2020 Budget Remaining	% Budget Remaining
<u>725 - CENTRAL GARAGE</u>							
500 - Personnel	66,919.02	69,354.03	155,910.00	10,923.45	61,423.42	94,486.58	61 %
503 - Supplies	14,872.78	13,672.28	29,700.00	438.63	9,775.73	19,924.27	67 %
504 - Contract Services	46,059.16	45,894.48	111,822.00	6,388.00	27,852.85	83,969.15	75 %
550 - Capital Outlay	5,217.99	0.00	0.00	0.00	0.00	0.00	0 %
725 - CENTRAL GARAGE Totals:	133,068.95	128,920.79	297,432.00	17,750.08	99,052.00	0.00	67 %
<u>811 - UNEMPLOYMENT COMP</u>							
504 - Contract Services	0.00	0.00	60,000.00	0.00	35.12	59,964.88	100 %
811 - UNEMPLOYMENT COMP Totals:	0.00	0.00	60,000.00	0.00	35.12	0.00	100 %
<u>812 - HEALTH INSURANCE</u>							
504 - Contract Services	970,974.72	973,849.61	1,998,950.00	42,791.67	1,023,436.39	975,513.61	49 %
812 - HEALTH INSURANCE Totals:	970,974.72	973,849.61	1,998,950.00	42,791.67	1,023,436.39	0.00	49 %



Actual to budget c/y & p/y - GENERAL FUND

	2017-2018 YTD Activity	2018-2019 YTD Activity	2019-2020 Budget	February 2019-2020 MTD Activity	2019-2020 YTD Activity	2019-2020 Budget Remaining	% Budget Remaining
111 - GENERAL							
111 - FINANCE							
500 - Personnel	54,887.88	56,978.40	129,990.00	9,165.58	50,383.91	79,606.09	61 %
503 - Supplies	5,500.06	5,214.60	14,650.00	963.80	4,931.24	9,718.76	66 %
504 - Contract Services	50,672.75	44,403.55	75,866.00	2,500.01	52,969.59	22,896.41	30 %
111 - FINANCE Totals:	111,060.69	106,596.55	220,506.00	12,629.39	108,284.74	112,221.26	51 %
112 - PERSONNEL							
500 - Personnel	7,092.76	7,206.47	16,699.00	1,237.05	6,910.18	9,788.82	59 %
503 - Supplies	882.43	1,179.46	2,250.00	338.98	1,104.82	1,145.18	51 %
504 - Contract Services	8,968.05	9,755.48	33,050.00	2,125.85	4,682.77	28,367.23	86 %
112 - PERSONNEL Totals:	16,943.24	18,141.41	51,999.00	3,701.88	12,697.77	39,301.23	76 %
113 - COUNCIL							
500 - Personnel	8,926.50	9,439.90	21,100.00	1,623.00	8,926.50	12,173.50	58 %
503 - Supplies	1,489.00	1,861.37	2,000.00	0.00	1,563.00	437.00	22 %
504 - Contract Services	870.00	2,305.00	4,500.00	0.00	420.00	4,080.00	91 %
570 - Other Financing Uses	0.00	0.00	250,000.00	0.00	0.00	250,000.00	100 %
113 - COUNCIL Totals:	11,285.50	13,606.27	277,600.00	1,623.00	10,909.50	266,690.50	96 %
114 - CITY MANAGER							
500 - Personnel	9,144.55	10,173.13	24,279.00	1,863.53	10,242.17	14,036.83	58 %
503 - Supplies	33,434.16	25,547.20	56,000.00	300.00	20,823.82	35,176.18	63 %
504 - Contract Services	36,707.21	20,536.82	189,608.00	30,096.78	86,707.64	102,900.36	54 %
114 - CITY MANAGER Totals:	79,285.92	56,257.15	269,887.00	32,260.31	117,773.63	152,113.37	56 %
115 - CITY CLERK							
500 - Personnel	6,254.45	4,899.95	8,327.00	917.46	5,057.98	3,269.02	39 %
503 - Supplies	415.93	280.00	1,000.00	0.00	402.01	597.99	60 %
504 - Contract Services	2,912.60	3,911.32	11,800.00	1,070.98	3,834.91	7,965.09	68 %
115 - CITY CLERK Totals:	9,582.98	9,091.27	21,127.00	1,988.44	9,294.90	11,832.10	56 %
116 - MIS							
503 - Supplies	33,170.16	567.96	42,000.00	0.00	7,702.50	34,297.50	82 %

	2017-2018 YTD Activity	2018-2019 YTD Activity	2019-2020 Budget	February 2019-2020 MTD Activity	2019-2020 YTD Activity	2019-2020 Budget Remaining	% Budget Remaining
504 - Contract Services	16,918.70	21,011.44	67,000.00	13,027.42	22,240.92	44,759.08	67 %
550 - Capital Outlay	0.00	12,748.11	5,000.00	0.00	0.00	5,000.00	100 %
116 - MIS Totals:	50,088.86	34,327.51	114,000.00	13,027.42	29,943.42	84,056.58	74 %
121 - DEVELOPMENT SERVICES							
500 - Personnel	85,376.24	77,177.25	189,634.00	12,790.44	73,787.55	115,846.45	61 %
503 - Supplies	1,436.87	634.28	6,200.00	32.88	516.70	5,683.30	92 %
504 - Contract Services	27,074.40	25,482.21	59,223.00	1,241.87	26,953.85	32,269.15	54 %
121 - DEVELOPMENT SERVICES Totals:	113,887.51	103,293.74	255,057.00	14,065.19	101,258.10	153,798.90	60 %
141 - FIRE							
500 - Personnel	682,775.87	693,861.91	1,572,886.00	104,984.64	645,193.97	927,692.03	59 %
503 - Supplies	8,165.74	13,732.97	40,850.00	3,187.92	18,750.05	22,099.95	54 %
504 - Contract Services	28,177.20	43,896.65	84,093.00	5,638.83	44,466.11	39,626.89	47 %
141 - FIRE Totals:	719,118.81	751,491.53	1,697,829.00	113,811.39	708,410.13	989,418.87	58 %
142 - POLICE							
500 - Personnel	1,372,176.80	1,381,247.82	3,415,450.00	237,694.15	1,394,521.80	2,020,928.20	59 %
503 - Supplies	37,075.09	30,967.09	111,250.00	7,657.91	35,305.03	75,944.97	68 %
504 - Contract Services	165,209.90	156,574.57	349,102.00	22,931.07	171,615.83	177,486.17	51 %
142 - POLICE Totals:	1,574,461.79	1,568,789.48	3,875,802.00	268,283.13	1,601,442.66	2,274,359.34	59 %
143 - EMERGENCY MANAGEMENT							
500 - Personnel	36,508.52	37,352.38	88,225.00	6,759.78	36,753.44	51,471.56	58 %
503 - Supplies	2,748.77	3,390.55	13,050.00	276.00	1,482.50	11,567.50	89 %
504 - Contract Services	1,433.42	2,360.10	8,295.00	1,191.76	3,937.29	4,357.71	53 %
143 - EMERGENCY MANAGEMENT Totals:	40,690.71	43,103.03	109,570.00	8,227.54	42,173.23	67,396.77	62 %
151 - LIBRARY							
500 - Personnel	222,432.12	227,069.14	543,826.00	42,293.60	222,159.39	321,666.61	59 %
503 - Supplies	26,878.96	19,622.03	82,300.00	3,962.33	14,917.36	67,382.64	82 %
504 - Contract Services	63,966.79	61,500.11	122,653.00	5,827.91	66,640.63	56,012.37	46 %
151 - LIBRARY Totals:	313,277.87	308,191.28	748,779.00	52,083.84	303,717.38	445,061.62	59 %
171 - PARKS							
500 - Personnel	268,805.12	283,518.48	729,815.00	46,145.00	254,882.98	474,932.02	65 %

	2017-2018 YTD Activity	2018-2019 YTD Activity	2019-2020 Budget	February 2019-2020 MTD Activity	2019-2020 YTD Activity	2019-2020 Budget Remaining	% Budget Remaining
503 - Supplies	11,863.17	15,876.96	61,450.00	1,726.25	15,528.25	45,921.75	75 %
504 - Contract Services	109,476.20	99,042.14	279,353.00	12,858.02	110,766.32	168,586.68	60 %
550 - Capital Outlay	16,608.44	0.00	1,990,000.00	3,555.00	3,555.00	1,986,445.00	100 %
171 - PARKS Totals:	406,752.93	398,437.58	3,060,618.00	64,284.27	384,732.55	2,675,885.45	87 %
172 - RECREATION							
500 - Personnel	2,168.84	1,664.45	87,868.00	0.00	1,443.40	86,424.60	98 %
503 - Supplies	666.69	1,177.22	41,300.00	0.00	1,023.00	40,277.00	98 %
504 - Contract Services	200,754.37	211,545.11	462,455.00	484.50	200,914.54	261,540.46	57 %
172 - RECREATION Totals:	203,589.90	214,386.78	591,623.00	484.50	203,380.94	388,242.06	66 %
111 - GENERAL Totals:	3,650,026.71	3,625,713.58	11,294,397.00	586,470.30	3,634,018.95	0.00	68 %
<u>211 - REGIONAL LIBRARY</u>							
151 - LIBRARY							
503 - Supplies	305.73	506.73	12,500.00	0.00	0.00	12,500.00	100 %
504 - Contract Services	0.00	0.00	3,000.00	0.00	0.00	3,000.00	100 %
151 - LIBRARY Totals:	305.73	506.73	15,500.00	0.00	0.00	15,500.00	100 %
211 - REGIONAL LIBRARY Totals:	305.73	506.73	15,500.00	0.00	0.00	0.00	100 %
<u>212 - TRANSPORTATION</u>							
111 - FINANCE							
500 - Personnel	10,124.78	12,176.43	28,155.00	2,287.62	12,449.05	15,705.95	56 %
111 - FINANCE Totals:	10,124.78	12,176.43	28,155.00	2,287.62	12,449.05	15,705.95	56 %
112 - PERSONNEL							
500 - Personnel	4,728.38	4,804.31	11,132.00	824.70	4,606.74	6,525.26	59 %
112 - PERSONNEL Totals:	4,728.38	4,804.31	11,132.00	824.70	4,606.74	6,525.26	59 %
114 - CITY MANAGER							
500 - Personnel	6,096.26	6,782.16	16,185.00	1,242.32	6,828.16	9,356.84	58 %
114 - CITY MANAGER Totals:	6,096.26	6,782.16	16,185.00	1,242.32	6,828.16	9,356.84	58 %
115 - CITY CLERK							
500 - Personnel	4,169.62	3,266.77	5,551.00	611.66	3,372.04	2,178.96	39 %
115 - CITY CLERK Totals:	4,169.62	3,266.77	5,551.00	611.66	3,372.04	2,178.96	39 %

City of Scottsbluff, Nebraska

Monday, March 16, 2020

Regular Meeting

Item Pub. Hear.1

Council to conduct a public hearing as scheduled for this date at 6:00 p.m. to receive an update regarding status of proceedings for the Monument Valley Pathway.

Staff Contact: Mark Bohl, Public Works Director

City of Scottsbluff, Nebraska

Monday, March 16, 2020

Regular Meeting

Item Public Inp1

Council to receive an update and results of the Born to Rein Project.

Staff Contact: Starr Lehl, Economic Development Director



From the Producers of the Award-Winning Documentary Film



"I've waited 40 years for this!"

-audience attendee – Born to Rein National Screening
National Racing Museum & Hall of Fame,
Saratoga Springs, NY - August 20, 2019

Overview, Report and Results Pursuant of LB840 Economic Development Assistance Grant from the City of Scottsbluff, Nebraska; and American Doorstop Project Productions, LLC

Date of Grant Agreement: April 2018

Date of Submitted Report: March 2020

OVERVIEW:

Purpose of Grant to ADPP:

The Applicant is producing a documentary film that honors and commemorates the lives of Nebraska's Most Impactful National Hall of Fame Thoroughbred Horse Trainers and Breeders, including the life of John A. Nerud, who was born and raised in Scotts Bluff County, Nebraska, and whose story has not been told locally or regionally. The proceeds of the Grant will be used permitted expenses as outlined in the Application, to include the Nebraska Film Office Activity Registration Form.

Amount of Grant:

The Grant shall be in the maximum amount of **\$25,000** and shall be disbursed from the City's Economic Development Fund (the "Fund") to the Applicant as provided for below.

Grant Disbursement:

The Applicant shall be eligible for reimbursement of expenses as permitted under the City's Film Incentive Program Guidelines (the "Guidelines"). Reimbursement shall be subject to the following:

- a. The Applicant shall submit a list of **"Qualified Local Expenditures" that have been incurred by the Applicant with documentation and certification** as required by the Guidelines.
- b. For each list received, the **City Finance Director shall make a preliminary determination** as to whether the **requested reimbursement is in compliance** with the Guidelines.
- c. When a reimbursement is requested, **the amount shall be scheduled as a claim** at the next Council meeting for which the request may be reasonably scheduled. Disbursement of the approved amount shall be made within 10 business days after the Council has approved a claim.

FINANCIAL REPORT:

American Doorstop Project Productions, LLC/BORN TO REIN Documentary Film

Budget: The total overall project cost was originally estimated at **\$390,250.00**.

Funding strategies included **sponsorships, appropriations, donations and in-kind partnerships for research, filming, editing, and post production**. *Special events/screenings* and marketing materials were and are executed on the monies raised and not part of estimated budget.*

The **\$25,000.00*** in **LB840 funds** to ADPP from **City of Scottsbluff** were used to reimburse expenses for **local filming production/research; local hotel/food/travel within Scotts Bluff County and surrounding area**; **none of the funding was allocated for editing or marketing, which was spent outside the area.*

Film production came under original estimated budget.

Total sponsorships/appropriations/grant funds raised (cash) -- **\$155,500.00**

In-kind (office, marketing, consulting, advisement) -- **\$93,330.00**

Other cash donations/advertising sales -- **\$14,950.00**

Other in-kind (food, lodging) **\$3,750.00**

TOTAL Cash and In-Kind MATCH: \$267,530.00

The City of Scottsbluff LB840 funds equaled about 10% of overall production funding raised.

RESULTS and EVALUATION:

Please note: List includes locations where "City of Scottsbluff" logo has been seen, recognized and promoted to audiences to date. Each screening was publicized and promoted at least two weeks in advanced to local media, chambers of commerce, city and other local officials, community calendars, etc.

A sampling of national, state and local media results can be provided; or seen at <https://www.borntorein.com/new-folder> and <https://www.borntorein.com/press-releases>

Audience:

Defined and targeted to include horse enthusiasts throughout the nation, with targeted markets in **NE, WY, MT, NY, KY, FL**; state, regional and national leisure tourism market, historic and heritage travelers, documentary film and movie goers; agriculture advocates and industry business professionals; trainers and thoroughbred owners.

Screening Strategies/Communication Techniques:

- **During Breeders' Cup World Championship week in Nov. 2018**, a :30 -second commercial spot of BORN TO REIN was shown on the **JUMBOTRON at Churchill Downs, Louisville, Ky**. Later a 30-minute "Sneak Peek" of the film was shown to an audience of invited guests.
- **During the Triple Crown racing season (April – June)**, *Born to Rein* Documentary Film was screened in the Nebraska hometown areas of Nerud and Van Bergs.
 - **Grand Island, NE** (2 screenings)
 - **Lincoln, NE** (1 screening)
 - **Scottsbluff, NE** (2 screenings)
 - **Ord, NE** (2 Screenings)

- **On June 11, 2019, the City of Douglas, Wyoming** sponsored a special screening on the actual 100th anniversary of the day Sir Barton won the Belmont Stakes to achieve the Triple Crown.
 - City officials unveiled new upgrades in **Washington Park**, where Sir Barton is buried, to recognize the National Hall of Fame horse's accomplishments and notoriety.
 - City officials hosted a Free BBQ for the community.
 - City officials sponsored a FREE screening for the public to view BORN TO REIN.
- **On August 20, 2019** a National screening was held at the **National Racing Museum and Hall of Fame in Saratoga Springs, N.Y.** as part of the 150th Anniversary week of the Travers Stakes.
- **Other 2019 state/city film screenings:**
 - **Ashland, NE** (*special event as part of annual Stir-Up Days*)
 - **Columbus, NE** (*sponsored by the Van Berg family*)
 - **Mitchell, NE** (*held during Scotts Bluff County Fair*)
 - **Gothenburg, NE** (*sponsored by local businesses*)
 - **Cody, WY**
 - **Elkhart, KS**
 - **Ogallala, NE**
 - **North Platte, NE** (*sponsored by Great Western Bank during NE State Tourism Convention*)
 - **Sidney, NE**
 - **Alliance, NE** (*sponsored by the Knight Museum*)
 - **Casper, WY**
- **Born to Rein** was selected for the following film festivals in 2019:
 - **Louisville International Film Festival** in Louisville, KY at the Muhammed Ali Center, Oct. 11.
 - **Prairie Lights Film Festival** in Grand Island, NE at the Grand Theatre, Oct. 13.
 - **EQUUS Film Festival** at the Kentucky Horse Park, Lexington, Ky.; Dec. 5-8th. **BORN TO REIN** was the recipient of a **WINNIE AWARD** in the historic racing category.

2020 Screenings and Other Special Film Broadcasts to date:

- **Lexington, KY – BORN TO REIN** and the producers were invited to be the featured Lecture Series program in February at the **Keeneland Library, Lexington, KY.**
- **State of Wyoming** – The **BORN TO REIN** producers signed a Three-Year Broadcast Agreement with **WYOMING PBS** for a Spring 2020 launch through 2022. (announcement to be made in late March/early April)
- Other state premieres, special screenings, events and presentations are taking place throughout December 2020. It is estimated that **3,000+ audience members** have seen **BORN TO REIN** in theaters and other venues across the United States.
 - The producers continue to book and promote the film through public relations, direct email, Facebook ads and social media platforms, like Twitter.
 - **BORN TO REIN** is now one of the new featured topics of **Jody Lamp's Humanities Nebraska Speakers' Bureau**; programming content to share an overview of this untold and forgotten piece of Nebraska's history.

The BORN TO REIN DVD and Commemorative Guides were produced and released in December 2019 and January 2020, respectively.

- **DVDs and Guides** were shipped to “fans” outside of Nebraska in **Florida, North Carolina, South Dakota, New Mexico, Washington and more...** for Christmas gifts.
- DVD and Guide orders continue; and a new online store is now available at www.BornToRein.com
- Special screenings and programming continue with scheduled events thru Feb. 2021.

BORN TO REIN reviews from industry leaders:

Brien Bouyea, National Museum of Racing and Hall of Fame and Communications Director:

“Born to Rein is a wonderfully crafted film that takes you to the heart of the stories behind legendary Nebraska horsemen Marion and Jack Van Berg and John Nerud. The depth of the historical research leaves no stone unturned and the filmmakers’ passion for the subject is evident through this realized vision of what it takes to rise from humble beginnings in America’s heartland to the pinnacle of thoroughbred racing. Born to Rein is essential viewing for any fan of horse racing and anyone who just loves a terrific story.”

Steve Haskin, Senior Correspondent for BloodHorse Publications:

“Born to Rein: is a film about three Nebraska-born icons of Thoroughbred racing. But it transcends the stories of John Nerud and Jack and Marion Van Berg, and the Sport of Kings as well. In many ways it is a story about pursuing the American dream and the toughness and determination of the American Pioneer, who settled in the vast desolate Plains of the Midwest.

“Many emerged to change the course of history, and in the case of Nerud, and Jack and Marion Van Berg, they changed the course of Thoroughbred racing. This film is an enlightening and informative slice of American history set against the backdrop of America’s oldest sport and going back to its first Triple Crown winner Sir Barton.

“These blue collar horsemen made a major impact on the blue blood of the Thoroughbred and stamped their place in history. I thoroughly enjoyed the film and the in-depth study of these three iconic figures who personified the American spirit.”

Edward L. Bowen, Thoroughbred racing author and administrator within the community of equine health research:

“Born to Rein is a masterful symphony, giving harmony to such motifs as The productivity of the American soul, Man’s special relationship to the horse, Devotion to family, and Destiny’s capricious appetite for interconnections.

“Do hard-working Nebraska families of horsemen relate to a champion Thoroughbred raised years earlier by a Pennsylvania rowdy with such a penchant for a deal that he named his farm after a bit of horse trading? Check.

“Do those Nebraskan roots give rise to repeating triumphs within the unique tapestry of toil and elegance which is the sport of Thoroughbred racing? Check.

“Does this pattern of upward striving of individuals branch out to buttress such a basic of American life as its military? Check. “Did the character and subtle artistry of the ladies in these men’s live nudge and nurture their success? Check.

American Doorstop Project Productions, LLC
P.O. Box 1681 • Scottsbluff, NE 69361 • 406.698.9675
www.AmericanDoorstopProject.com • www.BornToRein.com

City of Scottsbluff, Nebraska

Monday, March 16, 2020

Regular Meeting

Item Bids1

Council to discuss and consider action on awarding the bid for the new or demo refuse truck to Floyd's Truck Center (truck cab \$104,989.00) and RTS Refuse Truck Sales (body \$ 74,419.00) for a total of \$179,408.00.

Staff Contact: Anthony Harris, Environmental Services

Agenda Statement

Item No.

For Meeting of: March 16, 2020

AGENDA TITLE: Council to award bid of new refuse chassis and body.

SUBMITTED BY DEPARTMENT/ORGANIZATION: Environmental Services

PRESENTATION BY: City Manager Rick Kuckkahn

SUMMARY EXPLANATION: The Environmental Service Department along with Central Garage received five bids for the body and 1 bid for the chassis. After reviewing the specs and the bids the Freightliner M2-106 Truck cab from Floyd's Truck Center and the Curbtender HammerPak were determined to be easiest to handle and repair. The full truck also had the shortest delivery time of 90-120 days.

BOARD/COMMISSION RECOMMENDATION:

STAFF RECOMMENDATION: Recommend awarding the chassis bid to Floyd's Truck Center and the body bid to RTS Refuse Truck Center.

EXHIBITS

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

Other (specify) approve the purchase of a new refuse truck

NOTIFICATION LIST: Yes ☐ No ☐ Further Instructions ☐

Floyd's Truck Center
Freightliner M2-106 (\$104,989.00)
RTS Refuse Truck Sales
Curbtender HammerPak (\$74,419.00)

Total Price \$179,408.00

Floyd's Truck Center
PO Box 490
Scottsbluff, NE 69361
Attn: Tom Cooper/Kyle Judy

RTS Refuse Truck Sales
9479 E Birch Road
Adams, NE 68301
Attn: Jeff Ketelsen

APPROVAL FOR SUBMITTAL: _____
City Manager

Rev: 11/15/12 City Clerk

2019/20 Refuse Truck Bid Overviews

Floyd's Truck Center

TRUCK CAB	<u>\$ 104,989.00</u>	Freightliner M2-106
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RTS Refuse Truck Sales

BODY	\$ 129,919.00	Curbtender HammerPak
TRADE	\$ (55,500.00)	
	<u>\$ 74,419.00</u>	

Elliott Equipment

BODY	\$ 121,588.83	New Way Side Winder
TRADE	\$ (70,000.00)	
	<u>\$ 51,588.83</u>	

Kois Brothers

BODY	\$ 142,557.00	Heil DuraPack Rapid Rail
TRADE	\$ (25,000.00)	
	<u>\$ 117,557.00</u>	

BODY	\$ 121,412.00	G-S Products CS-9129A
TRADE	\$ (25,000.00)	
	<u>\$ 96,412.00</u>	

Sanitation Products Inc

BODY	\$ 141,180.00	Labrie Automizer
TRADE	\$ (55,000.00)	
	<u>\$ 86,180.00</u>	

We received one (1) bid for the refuse chassis. It came from Floyd's Truck Center. We received five (5) bids from 4 companies for the refuse body. They came from RTS Refuse Truck Sales, Elliott Equipment, Kois Brothers, and Sanitation Products Inc. After reviewing the bid specs we have made the decision to go with Floyd's Truck Center for the Chassis Freightliner M2-106. We have had good luck with this particular chassis in the past and feel it's a great choice. For the body we have decided to go with RTS Refuse Truck Sales Curbtender HammerPak. We had a chance to demo this truck last summer and both Central Garage and Sanitation employees were please with the mechanics of the truck and feel it would be the easiest to handle and repair. It also has the shortest delivery time of 90-120 days. Choices are highlighted above. \$179,408.00

**BID FORM
TRUCK, CAB & CHASSIS
SANITATION VEHICLE**

The Bidder proposes and agrees, if the Bid is accepted, to furnish the Work meeting or exceeding the minimum specifications specified for the contract price and within the time indicated in this Bid. This Bid will remain subject to acceptance for thirty (30) days after the date of Bid opening.

Bidder shall supply all shop drawings of truck, cab and chassis.

Bidder shall use and complete all items on the bid forms.

A copy of the manufacturer's warranty shall be attached to the Bid forms (minimum 2 years).

**TRUCK, CAB & CHASSIS
SANITATION VEHICLE**

Includes furnishing, servicing, and delivering to Packer Body Company operation and maintenance instruction and all other items necessary to complete the Work; except those items specifically listed hereafter for the following Lump Sum Price:

1 each at:

One Hundred Four Thousand Nine Hundred Eighty Nine \$ 104,989⁰⁰
(Words - Lump Sum Price) (Figures L.S.)

List: Make and Model: 2020 FREIGHTLINER M2-106

Delivery if other than 90 calendar days: (specify): 90-120
Total Calendar Days

List: Factory Authorized Parts & Service Center
Floyds Truck CENTER INC.

322 South DelHine HWY EAST SCOTTSBLUFF NE 72
Address 69361 Years at Present Location

CONTACTS:

Parts: _____ Service: _____

Telephone: 308-632-2911 Telephone: 308-632-2911

PACKER BODY & COMPACTOR

The Bidder proposes and agrees, if the Bid is accepted, to furnish equipment meeting or exceeding the minimum specifications specified for the contract price and within the time indicated in this Bid - Square Body or equal. This Bid will remain subject to acceptance for thirty (30) days after the date of Bid opening.

A copy of the manufacturer's warranty shall be attached to the bid forms.

Packer Body & Compactor

1 each at:

After trade

129,919

- 55,500

Seventy Four thousand four hundred Nineteen

(Words - Lump Sum Price) After trade

\$ 74,419⁰⁰

(Figures L.S. After trade)

Manufacturer: Curbtender

Model: Hammer Pak

DELIVERY (40 calendar days specified): 75 Days
After receipt of truck (cab and chassis) Total Calendar Days

- * City Did Demo and liked
- * Service liked unit
- * Built in Gothenburg NE
- * Close Factory support

**SPECIFICATION
TRUCK, CAB, CHASSIS, & DUMP BODY**

GENERAL

The truck, cab, and chassis shall be capable of carrying a minimum nine (9) ton payload and shall be new or demo, with twin screw type tandem axle and shall be modified by the bidder to be compatible with the Packer body and compactor unit.

Details/Specified
Unit Proposed
By Bidder

TRUCK, CAB MINIMUM SPECIFICATIONS

MAKE: FREIGHTLINER

MODEL: M2-106

MINIMUM SPECIFICATIONS

1. **OPERATING WEIGHT:**

- ☐ G.V.W. minimum of 60,000 pounds

x

Axle ratings:

- ☐ Front axle minimum 16,000 pounds
- ☐ Rear axle 40,000 pounds (twin screw tandem)
Single speed with ratio compatible with engine
and transmissions
- ☐ Equipped with manual differential lock from cab

20K

x

x

2. **SUSPENSIONS:**

- ☐ Heavy duty front shock absorbers
- ☐ Heavy duty rear shock absorbers 40,000# or equivalent
- ☐ Spring rating 20,000 pounds flat leaf front
- ☐ Spring rating 40,000 pounds rear
- ☐ Oil lubricated front wheel and rear wheel hubs
- ☐ Fore./Aft/Transverse/Control Rods

x

x

x

46K

x

Axle Related Items:

- ☐ 56 inch axle spacing
- ☐ Greaseable drag link and tie rods

X
X

3. **BRAKES:**

- ☐ ABS with diagnostics without traction enhancement
- ☐ Air brakes front and rear
- ☐ Bendix, AD-9, air dryer with heater mounted under cab
- ☐ All brake linings non-asbestos
- ☐ Equipped with air parking brake
- ☐ Manual drain cocks on air tanks

X
X
X
X
X
X

4. **TRANSMISSION:**

- ☐ Allison automatic transmission 6 speed with auto neutral option & PTO provision
- ☐ Transmission oil cooler
- ☐ Equipped with transmission filter

X
X
X

POWER TRAIN:

5. **ENGINE:**

- ☐ CUM ISC-350 350 HP @ 2000 RPM, 2200 GOV, 1000 LB/FT @ 1400 RPM (or equal)
- ☐ Engine mounted oil check and fill
- ☐ DR 12V 160 AMP Quadra mount Pad Alternator with Remote battery volt sense
- ☐ Full flow oil filter
- ☐ Electronic engine integral shutdown protection system

X
X
X
X
X

6. **ENGINE EQUIPMENT:**

- ☐ DELCO 12V 38MT HD starter with integrated magnetic switch
- ☐ Air cleaner dry type
- ☐ Coolant filter/conditioner, fleet guard spin-on type
- ☐ Coolant recovery system
- ☐ Cooling system capacity heavy duty radiator
- ☐ Heavy duty radiator for hydraulic pump
- ☐ Engine block heater, 1,000 watt 115 volt
- ☐ Exhaust system single vertical exhaust system with muffler
- ☐ Clutch fan
- ☐ Fuel water separator filter
- ☐ Oil cooler, engine mounted disposable oil filter

X
X
X
X
X
X
X
X
X
X
X

WEST Horizontal Per Body Company

7. **STEERING:**
☐ Power steering will be furnished x
8. **TIRE/WHEELS:**
☐ Front tires 16 ply radials tubeless w/all season tread 20 Ply
☐ Rear tires 16 ply radials tubeless extra waste handler lugs style 16 Ply
☐ Wheels - 10 hole steel disc – hub ported style x
☐ One spare tire 16 ply & wheel as specified above for rear tires x
9. **FUEL TANK:**
☐ Steel, 70 gallon (minimum) 25 inch diameter type tank Aluminum
10. **FRAME:**
☐ Two (2) front and rear mounted tow hooks bolted to frame. x
11. **ELECTRICAL SYSTEM:**
☐ Two (2) batteries minimum of 1500 cold cranking Amps x
☐ PTO mode brake override – service brake applied or park brake not applied x
☐ PTO mode cancel vehicle speed – 5 MPH x
12. **CAB EQUIPMENT**
☐ Standard conventional with tilting hood and fenders x
☐ Two (2) 7" x 16" side mounted with round spotting mirrors, with extra left hand spot mirror - 8" and two extra spot mirror on right side. x
☐ High back air ride seat on driver's side with arm rest on both sides x
☐ High back air ride seat on passenger side with arm rest on both sides x
☐ Seat belts retractable to lap and shoulder, seats x
☐ Heavy duty vinyl seats x
☐ Rubber floor mats/additional floor mats x
☐ Sun visors x
☐ Assistive handle for easy access to cab x
☐ Windshield wipers intermittent speed equipped with windshield washer x
☐ Interior dome lamp w/integral 3 way activated Switch by driver's door x
☐ 12 volt dash mounted electrical outlet x
☐ Single air horn. single electric horn x
☐ Keyed lockable doors 3 extra keys

☐	Cab constructed of steel or aluminum or combination	X
☐	Cab framing reinforced floor	X
☐	Cab mounts two point hinges	X
☐	Bumper full width wrap around	X
☐	Headlights equipped with turn signal lights front and back and switches, warning lights with buzzers	X
☐	Integral stop/tail/backup lights	X
☐	Steering wheel size approximate 18"	X
☐	Mud flaps, front and rear duals	X
☐	Colored flat screen monitor shall be mounted in the cab and be fully adjustable with split screen option so all camera views can be displayed at one time and automatically switch to full screen back up camera when unit is shifted to reverse	X

13. **INSTRUMENT PANEL AND GAUGES:**

☐	Circuit protectors, self-resetting circuit breakers	X
☐	Electronic engine hour meter	X
☐	Electronic tachometer	X
☐	Dual air pressure gauge with buzzer	X
☐	Engine coolant temperature gauge	X
☐	Transmission temperature gauge	X
☐	Engine oil pressure gauge	X
☐	Fuel gauge	X
☐	Speedometer	X
☐	Voltmeter	X
☐	Instrument panel, adjustable lighting	X
☐	Equipped with clearance lights and ID lights	X

14. **CAMERAS:**

☐	Two (2) color cameras will be provided: 1 st mounted on the tailgate below the strobe light 2 nd mounted in the hopper area	X
☐	Protective cases shall be provided for the cameras	X
☐	All cameras shall have shields to minimize sun glare	X

15. **OPERATOR ENVIRONMENT:**

☐	Heavy duty heater and defroster	X
☐	AM/FM/ Stereo Radio with front AUX port	X
☐	Air conditioning/heavy duty blower	X

16. **PAINTING:**

☐	Minimum one coat of primer and finish coat of white in color	X
☐	Frame standard black chassis paint	X
☐	Front and rear wheels paint - vendor white	X

17. **MISCELLANEOUS:**

- ☐ Back up alarm
- ☐ Triangle reflectors
- ☐ Two (2) complete set of parts, service and operator's manuals
- ☐ Five pound fire extinguisher mounted in cab
- ☐ First aid kit

 a

 K

 x

 x

 K

18. **WARRANTY:**

- ☐ List manufacturers standard warranty
- ☐ Bidder shall attach copy of warranty
- ☐ Minimum two year basic vehicle warranty
- ☐ Two year unlimited warranty on engine
- ☐ Two year unlimited warranty on drive train components, transmission, drive axles (differential assemblies, axle shaft and axle housings), steering axles (beam, spindles, kingpins, bearings), and steering arms
- ☐ Two year unlimited cab structure and sheet metal (conventional hoods)
- ☐ Five year unlimited warranty cab corrosion
- ☐ Five year unlimited warranty frame rails and cross members
- ☐ List optional warranties and cost
- ☐ Repairs must be made in the first two years with unlimited warranty and completed in no more than two (2) calendar days at no charge to customer
- ☐ Towing included for the 1st two (2) years

 x

 x

 x

 x

see attached warranty

see attached warranty

see attached warranty

 x

comply

Comply

SPECIFICATIONS

PACKER BODY & COMPACTOR

It is the intent of this specification to describe a hydraulically actuated refuse Packer body with the following minimum specifications considered necessary to perform the work assigned and will be the product of a manufacturer actively engaged in the production of refuse collection equipment and will embody their latest improvements in design and construction. The body's construction and specifications shall be in compliance with the applicable standards as promulgated by the American National Standards Institute (ANSI Z245.1)

GENERAL

The compactor body is an automated container loading and dumping device and shall meet Square Box Specifications or equal and will have a minimum capacity of 33 cubic yards and be capable of compacting refuse and ejecting refuse from the body in a stationary manner. The receiving hopper area will be approximately 4 cubic yards and will accommodate up to and including 95 gallon cart style containers without damage.

MINIMUM SPECIFICATIONS

Details/Specified
Unit Proposed
by Bidder

1. BODY CONSTRUCTION:

- | | |
|--|--|
| Body Capacity – 33 CY including rear tailgate and hopper capacity | <u>30.4</u> Cubic Yards
Hopper design |
| Hopper – at least 4 CY usable capacity with Hopper sides of a flat design with horizontal channel reinforcing. | <u>3.4</u> cubic Yards
with 10 second cyc |
| Hopper floor to be flat full width and shall not have inboard guide rails or a trough. | <u>Curved Floor</u> |
| Tailgate will constructed with 10 Gauge 50,000 psi Yield Strength Steel | <u>yes</u> |
| Compacter plate shall be hydraulically activated | <u>yes</u> |
| The compaction plate shall be constructed of ¼" Thick – 50,000 psi strength steel reinforced with vertical and horizontal boxed sections | <u>yes</u> |
| The body is to be equipped with a hinge access door located on the side opposite the container loader. | <u>yes</u> |
| Body shall have a rear under ride guard | <u>yes</u> |
| Body shall have tailgate support props | <u>yes</u> |
| Rear mud flaps and rear fenders | <u>yes</u> |
| Remote lubrication system accessible from ground level | <u>yes</u> |
| Hand rails and steps or ladder for easy access included | <u>yes</u> |

2. TAILGATE:

- | | |
|--|-----------------------------------|
| Tailgate should be top-hinged and hydraulically raised/ lowered/locked with two hydraulic cylinders. | <u>yes except single cylinder</u> |
| The tailgate shall be operated from a control switch located within easy reach of the operator inside the cab. | <u>yes</u> |

- The lower inside perimeter shall be equipped with a replaceable watertight seal. Yes
- Unit will have an audible warning buzzer when the tailgate is unlocked and while being raised/lowered. Yes
- Rear door locks – the rear door shall be secured by locks at two points on the lower perimeter. Yes
- The locks shall be actuated by a hydraulic cylinder Yes
- The rear door shall be automatically latched and unlatched in sequence with the rear door hydraulic lift cylinders. The latch hook shall be constructed of 1" thick -100,000 psi yield strength steel Yes on Latch hook different by design on Sequence.

3. CONTAINER LOADER AND GRIPPER:

- The container loader used in conjunction with the compaction body will provide means to extend, clamp, raise, dump and return 30 through 95 gallon cart style containers designed for automated collection Yes
- The lift base shall support the lift arm, the dump arm, the level pivot, the level link, the pivot link, and the reach link. The lift base shall rest atop the chassis frame rails for superior vertical distribution of loads induced into the chassis frame rails Yes it is mounted ON chassis frame City saw N.A. Think is same as described
- The lift arm shall consist of a fabricated structure with a structural tube to serve as support for the dump arm Yes
- The dump arm shall consist of a structural tube that will support the appropriate grabber Yes
- The level pivot shall be a fabricated channel Different by design
- The level link shall be a structural tube machined at each end for steel spherical bearings or brass bushings or similar and two (2) pins Different by design
- The pivot link shall be a structural tube machined on top and a spherical bearing or brass bushings or similar on the bottom end N/A
- The reach link shall consist of two (2) parallel structural tubes linked mid-span N/A
- Container loader shall be actuated by no less than three (3) hydraulic cylinders and shall raise the lift carriage to the dump position and return to the disengage position Different by design IN our cylinder Rotary cylinder for dump and unlump.
- The container loader shall be capable of a complete cycle, which includes grip, lift, dump, lower, and un-grip in a maximum of 8 seconds Yes
- The lift controls shall be self-centering type, returning to the neutral position when released. These controls shall have direct oil flow via a three (3) section "on-command" valve Yes
- The packer button controls shall be electrical push Yes

button located in the cab convenient to the operator. Separate push buttons shall be provided for "Pack" and "Retract" to provide complete packer panel movement control in either direction. Pushing the "Pack" button shall automatically extend and retract the packer panel for a complete cycle.

The track reach (extend/retract) shall be actuated by a hydraulic cylinder with hardened and chrome plate rods

yes

The container loader shall be capable of grasping container located 6" from the 96" wide envelope of the truck (containers placed directly next to the truck can be collected)

yes

The container loader shall be capable of gripping and dumping a container that is positioned a minimum of 48" above the trucks ground level

yes

The container loader shall be capable of reaching a minimum of 84" from the side of the body to the center of a 95 gallon cart container

yes

The container loader shall be capable of gripping containers placed within a foot of one side of the unit

yes

The container loader shall combine the lift arm raise and container dump function into one lever for ease of operation

yes

The container loader shall be within the 96" road limit in the travel position with the grippers in the full lower position

yes

The operator must have unrestricted view of the packer plate from inside the cab

yes - with camera

The container loader must extend in a linear horizontal motion

yes

No portion of the container loader shall have less than 13" of ground clearance in the stowed position

yes

When in the dump position, the highest point on a 95 gallon cart container shall not exceed 120" above the truck

yes

The container loader shall incorporate an inter-lock to prohibit the possibility of dumping the contents of the container outside the confinement of the hopper

yes

The container dump angle shall be a minimum of 45 degrees to ensure complete dumping and transfer of the containers contents into the hopper

yes

Hydraulic reservoir behind cab not acceptable

yes

The container griper shall incorporate an adjustable hydraulic circuit limiting the radial force applied to the container.

yes

The standard gripper shall be capable of handling

yes

30 through 95 gallon containers designed for automated collection

Yes

4. **PACKING MECHANISM:**

The Packer plate shall be actuated by two hydraulic cylinders mounted in the horizontal plane.

NO - One cylinder

The cylinder shall be connected to the packer plate by trunion mountings

NO - TANG Attachment

The packer plate shall be capable of traversing the entire length of the body and shall be capable of exerting a minimum of 2000 psi of force across the face of the packer plate

No
Travels length of Hopper
41,246 lbs of Force

The packing mechanism shall operate such that the pack cycle terminates automatically prior to the Packer plate contacting the rear door

Yes

Packer plate shall be mounted on replaceable steel wear strips

We do not come in contact with floor

Packer lock-out - the packing mechanism shall be equipped with the capability to prevent containers from being dumped behind the Packer plate

Yes

Packing mechanism cylinders shall be a three stage, 5 1/2 x 4 1/2 x 3 1/2 bore, double acting and have chrome plated shafts. They are mounted above the floor to prevent damage and are attached by 2" diameter pivot pins.

NO - Single Stage

Yes - chrome

Yes - Above Floor

5. **HYDRAULIC SYSTEM:**

The unit shall be equipped with a transmission mounted pump. Live power Tandem Drive

Not live Hotsift with Over-speed 890 series enclosed shaft

Low RPM displacement design with a priority flow control device and dry-valve to control the pump

Electronic Proportional valve

It will deliver a minimum of 16 GPM, 750 engine RPM to operate the lift at engine idle

11 gpm for Arm 800 RPM
14 GPM for Packer 800 RPM

The hydraulic pump should be adequate enough to allow shift to neutral and accelerate

Yes and you can operate at IDLE without shifting to neutral

Compaction cycle control shall be push button control from inside the truck cab with an electric-over-air operated spool valve

Yes Packer is automatic and oil manual

Oil reservoir shall be 1 1/2 times the capacity of the hydraulic system. Vent will be metal cap

Yes Breather is separate component

NOT FILTER TYPE

Shall be mounted on the side opposite the container loader device

Yes

An oil sight level gauge to permit visual determination of the oil in the reservoir

Yes

Hydraulic system shall be equipped with a hydraulic oil filter on the return line inside on the top of the tank

Yes

with a 100 wire mesh suction strainer

There will be a high pressure in-line filter of 10 micron capability in the pressure line ahead of the main control valve. The filter will be of the replaceable element type.

Hydraulic system will be equipped with a pressure detection device to ensure a maximum of 2500 psi operating pressure

The hydraulic system shall operate at a pressure of 1800 psi and shall be capable of operating at a pressure of 2000 psi

Full Flow Return line
with 10 micron Filtration

yes

Max 3000 PSI

6. **PAINING:**

Two (2) coats of rust inhibiting primer are to be applied prior to the finish coat white in color to match cab

yes

Body shall be properly prepared free from weld slag, greases and oils

yes

7. **MISCELLANEOUS:**

Should be equipped with ladder on Packer body

yes

The compaction body shall have all necessary warning decals, lights and reflectors to meet State and Federal highway standards

yes

Additional working lighting should be provided

yes

Equipped with front and rear strobe lights on body that has separate switch in cab

Equipped with spot light mounted on back of body hooked to backup lights

yes

Two complete sets of parts, service and operation manuals

yes

Included Hopper Camera, Rear Camera, RH camera

8. **WARRANTY:**

List manufacturer's standard warranty

1 year

Bidder shall attach copy of warranty

✓

One year unlimited warranty on all parts

✓

One year unlimited warranty on all labor

✓

One year unlimited warranty on all construction

✓

Repairs must be made in the first year with unlimited warranty and completed in no more than five (5) calendar days

✓

If repairs are made by the City in the first year, the City will be reimbursed for labor and parts

yes

9. **CONTRACT NEGOTIATIONS:**

The City of Scottsbluff reserves the right to negotiate any and all items in the formal contract as they may relate to the Specifications, etc. found in the Request for Bids.

City of Scottsbluff, Nebraska

Monday, March 16, 2020

Regular Meeting

Item Bids2

Council to discuss and consider action on awarding the bid for the purchase of a Combination Sewer Cleaning Machine to MacQueen Equipment in the amount of \$447,615.00.

Staff Contact: Lynn Garton, Wastewater Supervisor

Agenda Statement

Meeting Date: March 16, 2020

AGENDA TITLE: Council to consider awarding the proposal for the purchase of a Combination Sewer Cleaning Machine to MacQueen Equipment in the amount of \$447,615.00.

SUBMITTED BY DEPARTMENT/ORGANIZATION: Public Works

PRESENTATION BY: Interim City Manager, Rick Kuckkahn

SUMMARY EXPLANATION: The City received two proposals for the purchase of a Combination Sewer Cleaning Machine. The Bid Specifications included trading in a 2003 Vac-Con Sewer Jet toward this purchase. The proposals are as follows:

MacQueen Equipment	\$447,615.00 – meets specifications, includes trade in
Kois Brothers Equipment	\$361,318.00 – does not meet specifications, includes trade in

\$450,000 has been budgeted for this project during FY19/20. A copy of the proposal summary and review of items not meeting specification are attached. The City Clerk has the complete proposal documents available for review.

BOARD/COMMISSION RECOMMENDATION:

STAFF RECOMMENDATION: Staff recommends that Council approve MacQueen Equipment as the best proposal to meet the City's specifications and needs for purchasing a Combination Sewer Cleaning Machine in the amount of \$447,615.00.

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

Please provide all visual presentation materials.

Other (specify) ☒ Proposal Summary and Proposal Forms.

NOTIFICATION LIST: Yes ☐ No ☐ Further Instructions ☐

City of Scottsbluff
Office of the City Manager

Effective date: January 20, 2017

Date: March 10, 2020 10:00 a.m.

Bids for: One New Combination Sewer Cleaning Machine

Bid #	Vendor	Cost	Comment
	Budgeted Funds	\$ 450,000.00	
1	MacQueen Equipment 5360 Alvo Rd. Lincoln, NE 68514	\$ 447,615.00	Meets specifications / includes \$20,000 for trade in
2	Kois Brothers Equipment Co., Inc. 5200 Colorado Blvd Commerce City, CO 80022	\$ 361,318.00	Includes \$20,000 for trade in Does not meet specifications. While not an all inconclusive list of items that do no meet specifications, these listed below are most noteworthy: Delivery to be 180 days instead of 90 or less. 7.01 The cylindrical body shall have a usable liquid capacity of 15 cubic yards. They should 12 cubic yards. 7.13 Specs request (2) 10" stainless steel shut-off balls in the debris body for the auto shut-off system that protects the fan system. They show (1) 14" 7.15 Specs request (4) vertical cyclone centrifugal separators in-line between the debris body and air mover, (2) per side for each debris body discharge port. They show 1 large 30" vacuum drag 8.21 Specs request water tanks be constructed of 14ga. 304 stainless steel baffled compartments max 150 gallons each. They show 250 gallons - in weldable poly 9.01 Specs request vacuum shall be provided by compressing air within a two-stage 38" diameter centrifugal compressor. They show 2 figure 8 lobe positive displacement blowers 10.12 Specs request a 10x15 hydraulic style Rapid Deployment Boom telescoping 10' forward from the operator's station and ability to extend hose downward 15' vertically without activating the hydraulic up/down function.

PROPOSAL FOR FURNISHING
ONE (1), NEW COMBINATION SEWER CLEANING MACHINE

Mayor and City Council
Scottsbluff, Nebraska

Gentlemen:

I (we) have examined the Notice to Bidders, dated February 18, 2020, Instructions to Bidders, and the Specifications, and submit the following proposal to furnish (1) One New, Combination Sewer Cleaning Machine for the Water Reclamation Department (Wastewater).

	Freightliner SD114	SD114	
2020 or 2021	Super Products	Camel Max1200	Bid Price: \$ 381,318.00
Year	Make	Model #	

Trade in:

One (1) Used 2003 Vac-Con Sewer Jet/Vac Truck:

Trade In: \$ -20,000.00

Bid Price with Trade In: \$ 361,318.00

My Bid for the described Combination Sewer Cleaning Machine is:

three hundred sixty one thousand three hundred eighteen dollars (includes trade value reduction)
(amount written out fully)

If the City places an order with my firm for the specified equipment, I hereby certify I will deliver a new unit on or before: 9 9 2020 which meets the specifications.
Month Day Year

Signature of Bidder: _____

Name of Bidder: Jesse McKinley

Company Represented by Bidder: Ko's Brothers Equipment Company Inc

Address of Bidder: 5200 Colorado Blvd. Commerce City, CO 80022

Telephone and FAX Number of Bidder: (303) 298-7370 Fax (303) 298-8527

The following pages are specifications for the proposed Combination Sewer Cleaning Machine and are to be completed and attached to this bid proposal.
Any deviation from the specification should be noted. If more room is needed, please use the back side of the specification sheet(s).

Mayor and City Council
Scottsbluff, Nebraska

Gentlemen:

I (we) have examined the Notice to Bidders, dated February 18, 2020, Instructions to Bidders, and the Specifications, and submit the following proposal to furnish (1) One New, Combination Sewer Cleaning Machine for the Water Reclamation Department (Wastewater).

2020 Vactor 2100i Bid Price: \$ 467,615.00
Year Make Model #

Trade in:

One (1) Used 2003 Vac-Con Sewer Jet/Vac Truck:

Trade In: \$ -20,000.00

Bid Price with Trade In: \$ 447,615.00

My Bid for the described Combination Sewer Cleaning Machine is:

Four Hundred Forty Seven Thousand, Six Hundred Fifteen Dollars
(amount written out fully)

If the City places an order with my firm for the specified equipment, I hereby certify I will deliver a new unit on or before: 10 01 20 which meets the specifications.
Month Day Year

Signature of Bidder: _____

Name of Bidder: _____

Company Represented by Bidder: _____

Address of Bidder: _____

Telephone and FAX Number of Bidder: _____

The following pages are specifications for the proposed Combination Sewer Cleaning Machine and are to be completed and attached to this bid proposal.
Any deviation from the specification should be noted. If more room is needed, please use the back side of the specification sheet(s).

City of Scottsbluff, Nebraska

Monday, March 16, 2020

Regular Meeting

Item Subdiv.1

Council to discuss and consider action on an application for the creation of an Agricultural Estate Dwelling Site from Laverne T. Scoggan for property located at 230856 County Road J, Scottsbluff NE.

Staff Contact: Rick Kuckkahn, Interim City Manager

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

On the 12 day of February, 2020, Laverne T. Scoggan (being the record title owner of the real estate described in paragraphs 1 and 3 below), has caused to be made an application to the City of Scottsbluff, Scotts Bluff County for an exception to Agriculture (A-ET) District zoning, for an Agricultural Estate Dwelling Site subject to all provisions of Part 13 Ag. District, specifically 25-3-19. 1-13, of the Zoning Regulations, as follows:

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

A Tract of land situated in the Southeast Quarter of the Southeast Quarter of Section 7, Township 22 North, Range 54 West of the 6th P.M., Scotts Bluff County, Nebraska, more particularly described as follows:

COMMENCING AT THE SOUTHEAST CORNER OF THE SOUTHEAST QUARTER OF SECTION 7, THENCE WESTERLY ON THE SOUTH LINE OF THE SOUTHEAST QUARTER OF SAID SECTION 7, ON AN ASSUMED BEARING OF N89°58'57"W, A DISTANCE OF 363.24 FEET, TO THE POINT OF INTERSECTION WITH THE SOUTHWEST CORNER OF A TRACT OF LAND AS SHOWN ON A SURVEY PLAT, SIGNED BY RONALD L. VOGEL, DATED OCT. 27, 1972, AS FILED IN THE SCOTTS BLUFF COUNTY SURVEYORS OFFICE, SAID POINT ALSO BEING THE TRUE POINT OF BEGINNING, THENCE BEARING N02°28'03"E, ON THE WEST LINE OF SAID SURVEYED TRACT, A DISTANCE OF 435.97 FEET, TO THE POINT OF INTERSECTION WITH THE EASTERLY EXTENSION OF THE NORTH LINE OF LOT 1A, SCOGGAN ADDITION, AS RECORDED IN DEED BOOK 215, PAGE 208, SCOTTS BLUFF COUNTY, REGISTER OF DEEDS, THENCE BEARING N89°58'18"W, ON THE EASTERLY EXTENSION THEREOF, A DISTANCE OF 463.45 FEET, TO THE POINT OF INTERSECTION WITH THE NORTHEAST CORNER OF SAID LOT 1A, SCOGGAN ADDITION, THENCE BEARING S00°01'14"W, ON THE EAST LINE OF SAID LOT 1A, A DISTANCE OF 435.66 FEET MEASURED (435.60 FEET RECORD), TO THE POINT OF INTERSECTION WITH THE SOUTHEAST CORNER OF SAID LOT 1A, SAID POINT ALSO BEING ON THE SOUTH LINE OF THE SOUTHEAST QUARTER OF SECTION 7, THENCE BEARING S89°58'57"E, ON SAID SOUTH LINE, A DISTANCE OF 444.83 FEET, TO THE POINT OF BEGINNING, CONTAINING AN AREA OF 4.54 ACRES, MORE OR LESS.

a. An existing farmstead site (describe previous use)

X THIS EXISTING FARMSTEAD SITE HAD PREVIOUSLY BEEN USED AS
THE HEAD QUARTERS FOR THE SCOGGAL FARM OPERATION AND HOME
OF MR. AND MRS. SCOGGAL SR., BOTH ARE DECEASED.

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

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

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

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

444.83 FEET on the south line of the tract to be separated.

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

8. **REQUIREMENT:** Before any action can be taken, applicant shall submit a receipt from the Scotts Bluff County Treasurer's Office showing that the current property taxes have been paid.

9. **NOTE:** Assuming that the City of Scottsbluff Planning Commission and City Council approve the referenced application for the creation of an Agricultural Estate Dwelling Site, then the applicant herein is required to have recorded for public record, at the direction of the City of Scottsbluff City Council, a "CERTIFICATE", which sets out the action taken by the Commission and Council (at the cost of the applicant). Furthermore, there shall be a clear understanding that as to the referenced legal description (paragraph 3, above), a request for an Agricultural Estate Dwelling Site shall be granted ONE TIME ONLY, so as to carry out the intent as expressed in Section 25-3-19.1 of the Scottsbluff Municipal Code Zoning Regulations. Furthermore, in the event that the Agricultural Estate Dwelling Site is no longer actually used for the purpose in existence upon giving of such approval, then it is understood that the approval granted by the City Council shall be automatically revoked.

Owner Name: Laverne T. Scoggan
Address: 230856 CR J
City/State: Scottsbluff, NE 69361
Phone #'s: Ferrell Ross, Asmus Bros. Realty, 308-635-3133
Email: asmus@allophone.com
Signature: Laverne T. Scoggan
Ag-Estate Address: 230856 CR J
City/State: Scottsbluff, NE 69361

City of Scottsbluff, Development Services

Amy Ball

RECEIVED: Date February 18, 2020 Receipt # 208655

CITY OF SCOTTSBLUFF - CITY COUNCIL

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

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

Approve: _____

Disapprove: _____

the request as stated.

COMMENTS:

Dated this _____ day of _____, 20 ____

CITY OF SCOTTSBLUFF
CITY COUNCIL

ATTEST:

MAYOR

CITY CLERK

CITY OF SCOTTSBLUFF - PLANNING COMMISSION

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

Laverne T. Scoggan

FOR AN EXCEPTION TO Agriculture (A) District Zoning for an Agricultural Estate Dwelling Site (Part 25-3-19.1-13 of the Scottsbluff Municipal Code Zoning Regulations) and having taken said application and request into consideration on the 9th day of March, 20 20 and then having heard comments and testimony thereon do hereby:

Approve: X

Disapprove: _____

the request as stated.

COMMENTS:

The application complies with the above Zoning requirments from
25-3-19 thru 13.

Dated this 9th day of March, 20 20

CITY OF SCOTTSBLUFF
PLANNING COMMISSION


CHAIRMAN


SECRETARY

PLANNING COMMISSION MINUTES
REGULAR SCHEDULED MEETING
MARCH 9, 2020
SCOTTSBLUFF, NEBRASKA

The Planning Commission of the City of Scottsbluff, Nebraska met in a regular scheduled meeting on Monday, March 9, 2020, at 6:00 p.m. in the Council Chambers at Scottsbluff City Hall at 2525 Circle Drive, Scottsbluff, Nebraska. A notice of the meeting had been published in the Star-Herald, a newspaper of general circulation in the City, on March 1, 2020. The notice state the date, hour, and place of the meeting, and that the meeting was open to the public, that anyone with a disability desiring reasonable accommodation to attend the meeting should contact the Development Services Department. An agenda of the meeting is kept continuously current was available for public inspection at the Development Services Offices; provided, the Planning Commission could modify he agenda at the meeting in the business was determined that an emergency so required. A similar notice, together with a copy of the agenda, also had been delivered to each Planning Commission member. An agenda is kept continuously current is available for the public inspection at the Development Services Offices at all time from publication to the time of the meeting.

Item 1) Chairperson, Angie Aguallo called the meeting to order. Roll call consisted of the following members. Anita Chadwick, Jim Zitterkopf, Mark Westphal, Henry Huber, Angie Aguallo, Becky Estrada arrived at 6:05 P.M.. Absent were Calan Wayman, Dana Weber, Dave Gompert. City Officials present were Gary Batt, Code Administrator II, Anthony Murphy, Scottsbluff Fire Department.

Item 2) Chairman Aguallo informed all those present of the Nebraska Open Meetings Act and that a copy is posted on the back wall of the Council Chambers.

Item 3) Acknowledgement of any changes in the agenda: None.

Item 4) Business not on the agenda: None.

Item 5) Citizens with items not scheduled on the regular agenda: None.

Item 6) The minutes of February 10th were reviewed. Conclusion, a motion was made by Westphal and seconded by Chadwick to approve the minutes from February 10, 2020 meeting. "Yeas": Chadwick, Westphal, Aguallo. "Nays": None. "Absent": Wayman, Weber, Gompert. "Abstained": Ziterkopf, Huber, Estrada. Motion Carried.

Item 7) Chairperson Aguallo opened the public hearing. Gary Batt read from the Staff Report, that the applicant Edwin Petersen was seeking a Special Permit to allow a residence within his building at 1714 East 17th Street. Batt said the applicant has the building where he works on and parks his private cars. The applicant's in-laws will reside in the residence. Batt said that the building is located in a C-3 Zone and a residence is allowed by Special Permit. Batt said the residence would need to comply with the 2020 IRC: Correction; to read as the 2018 IRC. Batt then read the recommendations to approve, deny or table the item. Chairperson Aguallo then asked if anyone cared to address the members. The applicant, Edwin Petersen came to the podium and explained the plan to have a residence in the structure. He said the area of the residence is currently the office and that he planned to utilize this location for the residence.

Westphal then asked if he planned to reside there, Petersen explained his in-laws will reside there, that they currently reside in Chadron and need to live in Scottsbluff due to access to doctors. Westphal then asked if this was the building west of Anchor Baptist church, Petersen said it was the old Beta Seed building. Westphal asked if there are apartments located across the alley. Petersen said there are. Westphal asked Batt if these apartments are zoned residential. Batt replied they are zoned R-4. Chairperson Aguillo asked if anyone else had questions, there being none, she closed the public hearing, then she asked for a motion. Zitterkopf made a motion and seconded by Westphal to approve the Special Permit for 1714 East 17th Street. "Yeas": Chadwick, Zitterkopf, Estrada, Westphal, Huber, Aguillo. "Nays": None. "Abstained": None. "Absent": Wayman, Weber, Gompert. Motion Carried.

Item 8) Chairperson Aguillo opened the public hearing. Batt read from the Staff Recommendation that Issac and Hannah Holscher had made a Special Permit application to have a residence within their business at 422 Avenue B (Fitness Warehouse). Batt showed the members the layout for the residence which was also attached with the member's packet. Batt explained this business is located in a C-3 Zoning district. Batt said the residence will need to comply with the 2020 IRC, Correction: should be 2018 IRC. Batt then stated that gymnasiums are allowed in a C-3 and that is the requirement to have a residence by Special Permit. Batt then read to approve, deny or table the application. Chairperson Aguillo then asked if anyone would care to address the members concerning this application. The applicant Hannah Holscher came to the podium. Hannah explained their desire to utilize a portion of the building at 422 Avenue B as their residence. Batt stated that the Holschers have an independent means of egress to the outside from this proposed residence. Westphal asked how many employees they currently have, to which, Hannah answered that she and her husband are the employees. With no one else coming forward, Chairperson Aguillo closed the public hearing asking for a motion. Westphal made a motion and seconded by Chadwick to approve the Special Permit for 422 Avenue B. "Yeas": Chadwick, Zitterkopf, Estrada, Westphal, Huber, Aguillo. "Nays": None. "Abstained": None. "Absent": Wayman, Weber, Gompert.

Item 9) Chairperson Aguillo then opened the public hearing for an Ag Estate Dwelling Site (AEDS) application for Lavern T. Scoggans. Batt read from the staff report that the property located at 230856 County Road J, a Tract of land situated in the Southeast Quarter of the Southeast Quarter of Section 7, Township 22 North, Range 54 West of the 6 P.M., Scotts Bluff County, Nebraska. The legal will be attached with these minutes. Batt continued, the applicant L.T. Scoggans being the record title owner, had made application to the city of Scottsbluff for an exception to the Agriculture (A) zoning district, for an AEDS subject to the provisions of part 13, Ag District, specifically 25-3-19, parts 1-13, of the Zoning Regulations. The Planning Commission may permit an AEDS out of less than 80 acres of reserved land. Each 80 acre tract (or less) shall serve the reservation requirements of only one AEDS. Batt stated that there would be 4.54± acres used for the AEDS with 47.29 acres in reserve. Batt said there is an existing farmstead that had been used as headquarters for Scoggan's farming operations. Batt said the property has the minimum width of 150 feet on an existing dedicated public road with a 25 foot access road. Batt then continued with the recommendation to approve the AEDS of 4.54± Acres in the tract of land situated in the SE Quarter of the SE Quarter of Section 7, Township 22 North, Range 54 West of the 6th P.M., Scotts Bluff County, Nebraska. Or to Deny the application or to Table the application. Chairperson Aguillo then asked if anyone wanted to speak with the members. Farrell Ross approached the podium and stated he was the real estate agent for the Scoggan property. He said the plan is to sell off the 4.54± acres and keep the remaining 47.29 acres for ag production. Henry Huber asked what was the amount reserve? Farrell said it was 47 acres more or less. Huber asked if this was to be kept as Agriculture? Batt replied it was. Farrell then returned to his seat. Chairperson Aguillo asked if anyone else had anything further, there being none. Chairperson Aguillo then closed the public hearing asking

for a motion. Estrada made the motion seconded by Zitterkopf to allow the AEDS for 230856 County Road J, Scotts Bluff County, Nebraska. "Yeas": Chadwick, Estrada, Westphal, Huber, Zitterkopf, Agullo. "Nays": None. "Abstained": None. "Absent": Wayman, Weber, Gompert. " Motion Carried".

Item 10) Chairperson Aguallo asked if there was any further business, Batt replied no. Chairperson Aguallo then asked for a motion to Adjourn. Estrada made the motion to adjourn seconded by Chadwick. The members all signified by saying yes to adjourn at 6:25 PM.

Chairperson, Angie Aguallo

Gary Batt, Secretary

City of Scottsbluff, Nebraska

Monday, March 16, 2020

Regular Meeting

Item Resolut.1

Council to discuss and consider action on a Certificate for Recording the Agricultural Estate Dwelling Site for property owned by Laverne T. Scoggan and authorize the Mayor to sign the Certificate.

Legal Description of tract to be separated: A Tract of land situated in the Southeast Quarter of the Southeast Quarter of Section 7, Township 22 North, Range 54 West of the 6th P.M., Scotts Bluff County, Nebraska.

Staff Contact: Rick Kuckkahn, Interim City Manager

For Recording Only
RET: Development Services, City of Scottsbluff

CERTIFICATE

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

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

TO-WIT:

- 1. Laverne T. Scoggan, has made application to the City of Scottsbluff Planning Commission, and the City Council for an Agricultural Dwelling Estate Site located at 230856 County Road J, a Tract of land situated in the Southeast Quarter of the Southeast Quarter of Section 7, Township 22 North, Range 54 West of the 6th P.M., Scotts Bluff County, Nebraska under part 25-3-19, 1-13, of the Scottsbluff Municipal Code zoning regulations. The Planning Commission approved the same at their regular meeting on March 9, 2020 and the City Council Accepted such recommendations by approving the same, as provided by law, at the meeting of the Scottsbluff City Council on March 16, 2020.**
- 2. Legal description of the tract-site (AEDS), separated as an Agricultural Estate Dwelling Site is:
A Tract of land situated in the Southeast Quarter of the Southeast Quarter of Section 7, Township 22 North, Range 54 West of the 6th P.M., Scotts Bluff County, Nebraska, more particularly described as follows:**

COMMENCING AT THE SOUTHEAST CORNER OF THE SOUTHEAST QUARTER OF SECTION 7, THENCE WESTERLY ON THE SOUTH LINE OF THE SOUTHEAST QUARTER OF SAID SECTION 7, ON AN ASSUMED BEARING OF N89°58'57"W, A DISTANCE OF 363.24 FEET, TO THE POINT OF INTERSECTION WITH THE SOUTHWEST CORNER OF A TRACT OF LAND AS SHOWN ON A SURVEY PLAT, SIGNED BY RONALD L. VOGEL, DATED OCT. 27, 1972, AS FILED IN THE SCOTTS BLUFF COUNTY SURVEYORS OFFICE, SAID POINT ALSO BEING THE TRUE POINT OF BEGINNING, THENCE BEARING N02°28'03"E, ON THE WEST LINE OF SAID SURVEYED TRACT, A DISTANCE OF 435.97 FEET, TO THE POINT OF INTERSECTION WITH THE EASTERLY EXTENSION OF THE NORTH LINE OF LOT 1A, SCOGGAN ADDITION, AS RECORDED IN DEED BOOK 215, PAGE 208, SCOTTS BLUFF COUNTY, REGISTER OF DEEDS, THENCE BEARING N89°58'18"W, ON THE EASTERLY EXTENSION THEREOF, A DISTANCE OF 463.45 FEET, TO THE POINT OF INTERSECTION WITH THE NORTHEAST CORNER OF SAID LOT 1A, SCOGGAN ADDITION, THENCE BEARING S00°01'14"W,

ON THE EAST LINE OF SAID LOT 1A, A DISTANCE OF A DISTANCE OF 435.66 FEET MEASURED (435.60 FEET RECORD), TO THE POINT OF INTERSECTION WITH THE SOUTHEAST CORNER OF SAID LOT 1A, SAID POINT ALSO BEING ON THE SOUTH LINE OF THE SOUTHEAST QUARTER OF SECTION 7, THENCE BEARING S89°58'57"E, ON SAID SOUTH LINE, A DISTANCE OF 444.83 FEET, TO THE POINT OF BEGINNING, CONTAINING AN AREA OF 4.54 ACRES, MORE OR LESS.

3. **The legal description of the reserved real estate pursuant to Part 25-3-19 (reserved for the above described tract site as a one-time exception from the requirement of platting, and inclusive of all of the other provisions of the applicable zoning regulation) is a tract of land:**

All that part of the E½SE¼ of Section 7, Township 22 North, Range 54 West of the 6th P.M., Scotts Bluff County, Nebraska lying south of the Farmers Irrigation District Lateral, including Lots 1A, Replatted Lot 1, Scoggan Addition, and Unplatted Land SE 7, 22, 54 and 2 of the Scoggan Addition, an addition to Scotts Bluff County, Nebraska. Reserved acreage of 47.29 acres, more or less.

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

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

_____ DAY OF _____, _____.

Mayor, City of Scottsbluff
Raymond Gonzales

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

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

Notary Public
(NOTARY SEAL & COMMISSION EXPIRES)

City of Scottsbluff, Nebraska

Monday, March 16, 2020

Regular Meeting

Item Resolut.2

Council to consider removing from the table the item of adopting the International Fire Code, 2018 Edition, and approve the Ordinance

Staff Contact: Thomas Schingle, Fire Chief

City of Scottsbluff, Nebraska

Monday, March 16, 2020

Regular Meeting

Item Resolut.3

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

Staff Contact: Thomas Schingle, Fire Chief

Agenda Statement

Item No.

For Meeting of: 18 February 2020

AGENDA TITLE: Council to discuss and consider action on adopting the International Fire Code, 2018 Edition, and approve the Ordinance.

SUBMITTED BY DEPARTMENT/ORGANIZATION: Fire Department

PRESENTATION BY: Tom Schingle/Anthony Murphy

SUMMARY EXPLANATION: The State of Nebraska is updating their fire code and we are required to update to the same or newer version, per N.R.S. 71-6406(3)(a). 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.

BOARD/COMMISSION RECOMMENDATION: Planning Commission recommended to adopt, exempting 1- and 2-family residential dwelling fire suppression systems.

STAFF RECOMMENDATION: Adopt the 2018 International Fire Code, including annexes A-K.

EXHIBITS

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

Other (specify) _____

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

APPROVAL FOR SUBMITTAL: _____
City Manager

Rev: 11/15/12 City Clerk

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), 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 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 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.

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)

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 Marshal:

- 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~~ any Residential 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~~ any Residential 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) (Language changed to match zoning changes of 2009 and more recent)

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 liquids 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), 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 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 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.

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)

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. Same; zoning districts.

No storage of volatile or flammable liquids in excess of six (6) gallons shall be allowed in any Residential Zoning Districts as defined in Chapter 25 of this Code; except that garages, filling stations and establishments existing in any Residential 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.

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 _____, 2019.

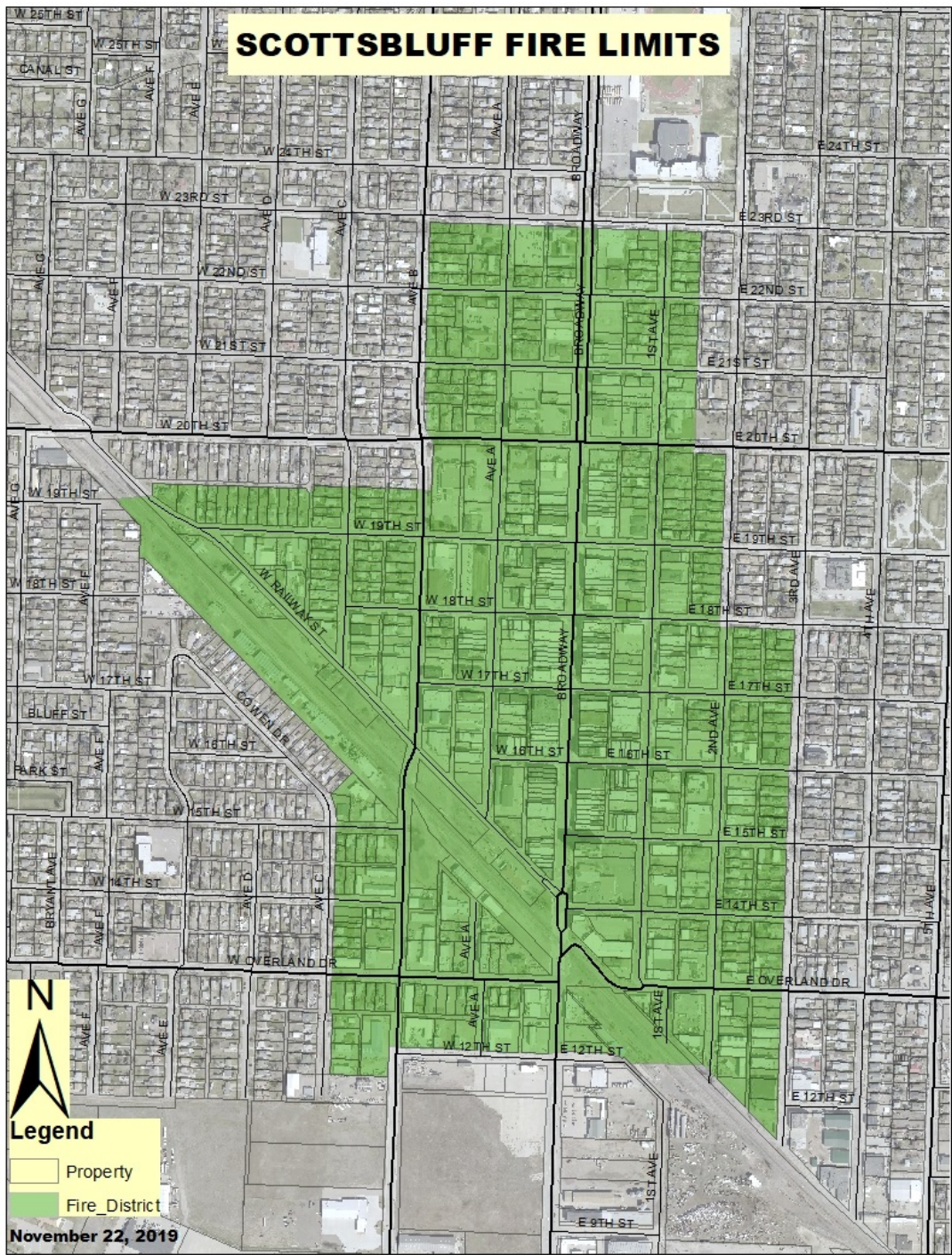
Mayor

ATTEST:

City Clerk (Seal)

Approved to form:

City Attorney



City of Scottsbluff, Nebraska

Monday, March 16, 2020

Regular Meeting

Item Reports1

Council to discuss and consider action on approving an updated Agreement with Kirk Bernhardt as the Umpire Coordinator and Concession Stand Operator at Lacy Park for the 2020 softball season and authorize the Mayor to sign the Agreement.

Staff Contact: Rick Deeds, Park Superintendent

AGREEMENT

This Agreement entered into by and between KIRK BERNHARDT, hereinafter referred to as "BERNHARDT" and the CITY OF SCOTTSBLUFF, NEBRASKA, hereinafter referred to as "CITY."

1. BERNHARDT agrees to furnish and provide the CITY the following:
 - a. All USA Softball (USA) sanctioned umpires for the CITY's Adult Men's, Adult Women's, and Adult Co-ed softball programs (Aleague@) for the 2020 softball season;
 - b. To act as the program coordinator for the CITY's adult softball league for the period April 1, 2020 through August 30, 2020; and
 - c. To operate the concession stand at Lacy Park for the period April 1, 2020 through August 30, 2020, depending and conditional upon the schedule of final tournaments.
2. The City agrees to continue to provide fields for the CITY's Adult Men's, Adult Women's, and Adult Co-ed softball league programs ("fields").
3. BERNHARDT'S responsibility for furnishing USA sanctioned umpires are as follows:
 - a. To furnish a minimum of one (1) umpire per field, per game for each division.
 - b. To insure that the umpire assignments are covered.
 - c. If the need arises, to insure replacement umpires are assigned.
 - d. To insure that all umpires assigned are versed on the respective CITY league (Men's, Women's and Co-ed) rules and regulations as well as USA rules and regulations.
 - e. To insure that assigned umpires arrive at their assigned games at least 15 minutes prior to the scheduled time of the game to insure the continuity of staying as close as possible to game schedules.
 - f. To submit to the CITY a hard copy of the Umpire Schedule for all divisions of league play prior to the league games being played.
 - g. Allow the CITY the right to air concerns to BERNHARDT regarding umpiring quality, attendance, behavior and establish remedies, acceptable to

both parties regarding these concerns.

h. Assess, by use of Voucher, appropriate umpire fees as follows:

- | | | |
|----|--|---------|
| 1) | Adult Men's A and B Divisions (per umpire) | \$25.00 |
| 2) | Adult Men's C Division (per umpire) | \$25.00 |
| 3) | Adult Women's and Adult Co-ed (per umpire) | \$25.00 |
| 4) | Umpires who continue to work after 11:00 p.m. will be paid this additional amount, beginning at 11:00 p.m. | \$ 5.00 |
| 5) | Tournament rates for any Division (per umpire) | \$25.00 |
| 6) | Tournament U.I.C. | |
| a) | For every team in Tournament | \$ 3.00 |
| b) | Or | \$50.00 |
| | Whichever is greater. | |

4. BERNHARDT'S responsibilities to the CITY as coordinator for the CITY's Adult Softball Program are as follows:

- a. Coordinate with the CITY's Park Supervisor in the advertising and promotion of the CITY's adult softball league;
- b. Prepare and disseminate league rules and regulations;
- c. Assist with league meetings league registration and league rosters;
- d. Develop a league schedule guaranteeing eighteen games for all teams in the men's and women's leagues, and one round-robin guarantee in the co-ed league, and further guaranteeing all teams two games in a double elimination tournament at the end of their season;
- e. Notify and post rained out, postponed games and other schedule changes so as to maintain continuity and harmony within the league schedules and to enable each team to have the number of games that it was guaranteed;
- f. Maintain and provide the CITY with league records, league standings and league expenditures, including but not limited to equipment needs and league expenses;
- g. Communicate with the CITY's Park Supervisor, or their designee, regarding past, current or future recommended league changes;
- h. To be at the fields or have a designee at the fields to address league issues and concerns, schedule changes, prepare and post tournament information, interpret league rules and regulations, interpret USA rules and regulations,

resolve disputes and protests, enforce CITY rules and regulations, and insure participants are aware of CITY ordinances and statutory laws;

- i. Establish, develop and maintain uniformity and parity in the level of play, regarding the various divisions of play;
- j. Insure that all equipment is properly secured and all electrical equipment turned off after the conclusion of the final game;
- k. Notify the CITY's Park Supervisor of any league or equipment needs;
- l. Address other league needs or issues that the CITY may deem necessary, including maintenance, upkeep and concessions.

5. All fees collected by BERNHARDT on behalf of the CITY which are payable to the CITY for the league or adult softball programs will be collected at Scottsbluff City Hall, 2525 Circle Drive, between the hours of 7:00 a.m. and 4:00 p.m., Monday through Friday. BERNHARDT will not accept any payments unless specifically directed to do so by the City's Park Supervisor.

6. The CITY is responsible for all field preparations. The CITY will notify BERNHARDT of any fields that may not be playable.

7. In regard to BERNHARDT operating the concession stand at Lacy Park:

- a. BERNHARDT may use all equipment belonging to the CITY located within the concession stand;
- b. BERNHARDT will open the concession stand no later than 6:00 p.m. and close the stand no earlier than 9:30 p.m. each night CITY adult softball league games are held for the term of this Agreement. BERNHARDT will also keep the concession stand open for weekend tournaments. If inclement weather causes cancellation of games during a particular period of time, BERNHARDT is not required to keep the concession stand open during that period of time. BERNHARDT will provide adult supervision for any individuals under sixteen (16) years of age who participate in the operation of the concession stand.
- c. All equipment of the CITY located within the concession stand may be used by BERNHARDT. BERNHARDT shall keep all equipment in good working order and restored to the CITY in as good condition as it was in when this Agreement began, reasonable wear and tear accepted.
- d. BERNHARDT will keep the concession area in clean and sanitary condition and will comply with all applicable ordinances, regulations, including regulations of the Department of Health.

- e. CITY is under a contractual Agreement regarding the type of soft drinks that can be sold in the concession stand. BERNHARDT agrees to comply with the contractual Agreement and only sell soft drinks in the concession stand that are permitted and authorized by the City. No alcoholic beverages may be sold at the concession stand. Otherwise the CITY places no restrictions upon concessions that may be sold or the prices to be charged therefore, provided however that such prices shall be reasonable.
- f. In regard to the concession stand, all profits earned in its operation are the exclusive property of BERNHARDT and the CITY shall have no claim to such profits. Any losses incurred by BERNHARDT in the operation of the concession stand shall be borne by BERNHARDT and the CITY shall have no obligation to reimburse any portion of such loss to BERNHARDT. BERNHARDT may employ assistants, subcontractors or others to assist in the carrying out of his obligations. All products sold at the concession stand will be provided by BERNHARDT at BERNHARDT'S expense.

8. BERNHARDT will act as an independent contractor and not as an employee of the CITY. BERNHARDT'S compensation will be as set forth in this Agreement and will not include any benefits of any type which are payable to CITY employees. The CITY shall have no right to control the manner in which BERNHARDT accomplishes his responsibilities. BERNHARDT may employ assistants to assist in carrying out his responsibilities. Other than the playing fields themselves, all equipment, tools and other things reasonably necessary for BERNHARDT to carry out his responsibilities under this Agreement will be provided by BERNHARDT.

9. During the term of this Agreement, BERNHARDT will maintain public liability insurance in an amount of not less than \$1,000,000.00. Such insurance policy will show the CITY as an additional insured. A certificate in a form acceptable to the CITY will be furnished to the CITY before BERNHARDT begins the performance of any of his responsibilities.

10. The CITY agrees and is responsible under this Agreement as follows:

- a. The CITY reserves the right to access financial and schedule records to insure umpired games match actual games and payment information.
- b. For BERNHARDT'S services, the CITY agrees to pay the sum of \$5,000.00 in five equal monthly installments. Such payments will be made after the following dates:

\$1,000.00 - April 5, 2020

\$1,000.00 - May 3, 2020

\$1,000.00 - June 7, 2020

\$1,000.00 - July 5, 2020

\$1,000.00 - August 2, 2020

11. This Agreement may only be amended by a signed document from both parties.
12. This Agreement will be interpreted according to the laws of the state of Nebraska.
13. This Agreement may be terminated by the CITY in the event BERNHARDT fails to cure any default of this Agreement within five (5) days after written notice by the City has been sent to BERNHARDT at the following address: 200123 Ridge Drive, Gering, NE 69341.

IN WITNESS WHEREOF the parties have hereunto set their hands and seal this ____ day of _____, 2020.

CITY OF SCOTTSBLUFF, NEBRASKA,

Kirk Bernhardt

By _____
Mayor

ATTEST:

City Clerk

City of Scottsbluff, Nebraska

Monday, March 16, 2020

Regular Meeting

Item Reports2

Council to discuss and consider action on approving the bid specifications for 23 Club Improvements 2020; authorize the Mayor to sign the Services Agreement and authorize the city clerk to advertise for bids to be received by April 8, 2020 at 10:00 a.m

Staff Contact: City Council

23 Club Improvements 2020

for the

City of
Scottsbluff

Contract 002-169-18

ADVERTISEMENT FOR BIDS

1. Sealed Bids for the construction of 23 Club Improvements 2020 shall be received by the City of Scottsbluff at the City office 2525 Circle Drive, Scottsbluff, NE 69361 on or before **April 8, 2020; 10:00 a.m. MST** which time the Bids will be publicly opened and read. Any Bids received after the above specified time will be immediately returned to the Bidder unopened.

The site of the work is located 29th Street and 2nd Avenue in Scottsbluff.

The major items of work and approximate quantities under this contract are as follows:

Construction of a new concessions building, concrete paving, concrete stadium seating, dugouts, awnings, and other utilities and structures.

2. The Contract Documents containing the detailed Drawings and Specifications for the construction of the work, together with the proposed construction contract, may be seen at the office of the Consulting Engineers, Baker & Associates, 120 East 16th Street-Suite A, Scottsbluff, NE 69361, (308)632-3123. Electronic copy (CD) may be obtained for \$15.00. Hard copies may be obtained for a fee of \$80 (non-refundable). Plans and specifications shipped ground will be charged an extra \$15.
3. Bid security in the amount of five percent (5%) unqualified of the amount of maximum Bid price shall be required with each Bid.
4. No Bidder may withdraw his Bid within 60 days after the actual date of the opening thereof.
5. Right is reserved in the interest of the Owner to reject any or all Bids and to waive any informality in the Bids received.

Kimberley Wright, City Clerk
FOR THE CITY OF SCOTTSBLUFF

Publish 3 times March 20, March 27, and
April 3, 2020
1 Affidavit of Publication

March 4, 2020

Raymond Gonzales
Mayor
City of Scottsbluff
2525 Circle Drive
Scottsbluff, NE 69361

RE: 23 Club Project – Re-bid, Electrical Service Changes & Construction Services

Mayor Gonzales:

In response to your request, we submit the following information and Agreement for your consideration.

Scope of Work: Baker & Associates, Inc., a Nebraska corporation, will perform construction administration and support services for the proposed improvements to the 23 Club Baseball fields. The current scope of construction being bid includes one contract for demolition and grading of the site as well as site improvement including but not limited to: removal of existing buildings, construction of a new central building with concessions, restrooms, and storage, construction of a storage building, batting cage structure, stadium seating and awnings, dugouts, and various other site improvements.

The bid documents are being proposed to be re-bid in the spring of 2020. However as part of the re-bid and changes to the design, there are several services we are putting forth to the City in this proposal

Following is the scope of services:

1. Electrical Service Design: Some of the information requested to NPPD on the site were not provided to our electrical engineer (sub-consultant) until after the original bid of the project. We found that the service to the site will need to change from a 240v 1p service to a 208v 3 phase service, and NPPD would recommend replacement of the transformer. In addition, we are proposing to re-design the site distribution to allow for eventual replacement of the lighting system. No field lighting replacement will be done at this time, but the site will be set up for future upgrades to the lighting and all distribution will be re-installed in conduit.

These changes will result in a net overall reduction in electrical costs from the design bid last year, however there is some upfront cost for the re-design of the service an infrastructure.

2. Re-Bidding: This includes contractor questions during bidding, coordination of bid on behalf of the owner, review of bids received and final recommendations.
3. Construction Staking: This would include staking for improvements as outlined in the attached construction staking specification.
4. Construction Testing: Testing services would include compaction testing of compacted placed fill and back fill of utility trenches, as well as concrete testing as outlined on the construction specifications (Section 03311 and 03313 of the contract documents). Frequency of testing will vary depending on the volume of concrete and location of pour. Testing will be determined by the engineer.
5. Construction Administration: Services would include shop drawing review, replies to contractor RFI's (Requests for Information), Site Visits, weekly construction meetings and updates, correspondence, and contract administration including change orders, pay requests, etc.
6. Resident Project Representative: This item is for on-site site inspection and review of the project on behalf of the owner. This time would be billed hourly as needed and the frequency and time on site may be adjusted as needed or deemed necessary by the owner.

Future or additional alternate improvements that may be completed on the site but that are not included in this scope of services include:

Irrigation System Modifications
Field Lighting – New Pole Installations
Infield Fine Grading and Surfacing
Landscape improvements
Parking Lot Improvements

Scheduling: The above described Scope of Work will be completed upon approval to proceed through the course of construction activities which is estimated to take place from August 2020 to May 15, 2021. In the event that Baker & Associates, Inc. is obstructed or delayed in the completion of said services by any act of the Client, or the Client's agents or by any act beyond the control of Baker & Associates, Inc. including, but not limited to, inclement weather, illness, strikes, or delay created within or by approving agencies, then the time herein fixed for the completion of the services shall

be extended for a period of time equivalent of the time lost by reason of any or all of the aforementioned causes.

Method of Payment: Compensation paid to Baker & Associates, Inc. for services described in this agreement shall be as follows:

- | | |
|---------------------------------|-------------------------|
| 1. Electrical Service Re-Design | \$6,000 (Lump Sum Fee) |
| 2. Re-bidding | \$2,500 (Lump Sum Fee) |
| 3. Construction Staking: | \$9,500 (Hourly NTE) |
| 4. Construction Testing: | \$8,500 (Hourly NTE) |
| 5. Construction Administration: | \$22,500 (Lump Sum Fee) |
| 6. RPR: | \$15,000 (Hourly NTE) |

Amendment of Agreement: This Agreement may be amended only in writing and signed by the Client and Baker & Associates, Inc.

If the foregoing Agreement and the attached Terms and Conditions are acceptable, please acknowledge by signing below, reviewing and returning one copy to our office. The signed, returned copy is our authorization to proceed. This Agreement is null and void unless executed by the Client and returned to Baker & Associates, Inc. within thirty (30) days.

Respectfully submitted,

Baker & Associates, Inc.

By _____
Jack W. Baker

The above proposal is accepted by City of Scottsbluff (Client).

BY: _____
City of Scottsbluff - Mayor

DATE: _____

Attest: _____

DATE: _____

Terms and Conditions

Baker & Associates, Inc., a Nebraska corporation, shall perform the services outlined in this agreement for the stated fee arrangement.

Access To Site:

Unless otherwise stated, Baker & Associates, Inc. will have access to the site for activities necessary for the performance of the services. Baker & Associates, Inc. will take precautions to minimize damage due to these activities, but has not included in the fee the cost of restoration of any resulting damage.

Billing/Payments:

Invoices for Baker & Associates, Inc.'s services shall be submitted, at the Baker & Associates, Inc.'s option, either upon completion of such services or on a monthly basis. Invoices shall be payable within 30 days after the invoice date. If the invoice is not paid within 30 days, Baker & Associates, Inc. may, without waiving any claim or right against the Client, and without liability whatsoever to the Client, terminate the performance of the service. Retainers shall be credited on the final invoice.

Late Payments:

Accounts unpaid 60 days after the invoice date may be subject to a monthly service charge of 1.5% (or the legal rate) on the then unpaid balance. In the event any portion or all of an account remains unpaid 90 days after the billing, the Client shall pay all costs of collection, including reasonable attorney's fees.

Indemnification:

The Client shall, to the fullest extent permitted by law, indemnify and hold harmless Baker & Associates, Inc., his or her officers, directors, employees, agents and subconsultants from and against all damage, liability and cost, including reasonable attorney's fees and defense costs, arising out of or in any way connected with the performance (by any of the parties above named) of the services under this agreement, excepting only those damages, liabilities or costs attributable to the sole negligence or willful misconduct of Baker & Associates, Inc.

Certifications, Guarantees and Warranties:

Baker & Associates, Inc. shall not be required to execute any document that would result in its certifying, guaranteeing or warranting the existence of conditions whose existence Baker & Associates, Inc. cannot ascertain.

Termination of Services:

This agreement may be terminated by the Client or Baker & Associates, Inc. should the other fail to perform its obligations hereunder. In the event of termination, the Client shall pay Baker & Associates, Inc. for all services rendered to the date of termination, all reimbursable expenses, and reimbursable termination expenses.

Applicable Law:

Unless otherwise specified, this Agreement shall be governed by the laws of the State of Nebraska.



March 3, 2020

Gary Batt
City of Scottsbluff
2525 Circle Dr.
Scottsbluff, NE 69361

Sent via email to: gbatt@scottsbluff.org

RE: Asbestos Survey Club 23
Scottsbluff, Nebraska

Dear Mr. Batt:

Per your request, Panhandle Geotechnical & Environmental Inc. (PG&E) conducted an asbestos survey of Club 23 concessions and restroom building located north of 29th Street between 1st Avenue and 2nd Avenue in Scottsbluff, Nebraska. It is our understanding the structure is being planned to be demolished. The purpose of the inspection was to identify the presence of any asbestos, including Category I and Category II non-friable Asbestos Containing Material (ACM).

No ACM was detected by laboratory analysis in the materials sampled.

The inspection was conducted on February 21, 2020 by Henry Gompert a Nebraska Licensed Asbestos Inspector License # 829. The inspection included the following:

- A walk thru of the structure to identify suspect ACM and homogeneous sampling areas.
- Assigning a unique sampling system.
- Collecting bulk samples of suspect ACM from each homogeneous area.
- Completing a Chain of Custody (COC).
- Shipping bulk samples with COC to a laboratory accredited by the National Institute of Standard and Technology under the National Voluntary Laboratory Accreditation Program (NVLAP) for analysis.

Reservoirs Environmental, Inc., a National Voluntary Laboratory Accreditation Program (NVLAP) approved laboratory, analyzed the samples collected using polarized light microscopy (PLM) method EPA 600R-93/116, for analyzing asbestos bulk material. This method is useful for the qualitative identification of asbestos and the semi-qualitative determination of asbestos content of bulk samples. The method measures percent asbestos as perceived by the analyst in comparison to standard area projections, photos, and drawings, or trained experience.

Bulk samples were collected of the following suspect materials:

- Ceiling Tile and Adhesive
- Sheetrock and Compound walls and ceilings
- Floor Tile and Adhesive
- Roofing Materials

All facilities which are to be "*demolished or renovated*" are subject to the National Emissions Standards for Hazardous Air Pollutants (NESHAP) 40 CFR Part 61 Subpart M and Nebraska Department of Environmental Quality (NDEQ) Title 178 regulations. There definition of demolition is "*the wrecking, razing, or removal of any structure or load-supporting structural item of any structure, including any intentional burning of any structure.*"

Owner(s) and operator(s) of the facility **must** submit a NESHAP notification to the Department of Health and Human Services (DHHS) **10-day** notice prior to demolition of this building. They must re-notify DHHS in advance of the actual start date if the demolition or renovation will begin on a date other than the one specified in the original notification. Telephone re-notifications are permitted, but must be followed by a written notice. I have attached a copy of the notification form to the report. The form may be scanned and emailed to dhhs.asbestoslead@nebraska.gov , faxed, mailed or hand-delivered to:

DHHS-Office of Environmental Health Hazardous & Indoor Air
PO Box 95026, Lincoln, NE 68509-5026
Office 402-471-0386
Fax 402-471-8830

Occasionally suspect ACM is uncovered during demolition work. If this occurs, the demolition should be postponed until the material is tested for asbestos content.

If have any questions, please feel free to contact me at hgompert@panhandlegeotech.com or at 308.632.6735.

Sincerely:
FOR THE FIRM OF
PANHANDLE GEOTECHNICAL & ENVIORNMENTAL, INC.



Henry Gompert
Asbestos Inspector
Nebraska License# 829

Enclosure: Copy of Analysis



Reservoirs Environmental, Inc.

February 24, 2020

Subcontractor Number:

Laboratory Report: RES 457160-1

Project #/P.O. #: RP200051-Scottsbluff

Project Description: Club 23

Henry Gompert
Panhandle Geotechnical & Env. Inc.
818 S. Beltline Hwy East
Scotts Bluff NE 69361

Dear Henry,

Reservoirs Environmental, Inc. is an analytical laboratory accredited for the analysis of Industrial Hygiene and Environmental matrices by the National Voluntary Laboratory Accreditation Program (NVLAP), Lab Code 101896-0 for Transmission Electron Microscopy (TEM) and Polarized Light Microscopy (PLM) analysis and the American Industrial Hygiene Association (AIHA), Lab ID 101533 - Accreditation Certificate #480 for Phase Contrast Microscopy (PCM) analysis. This laboratory is currently proficient in both Proficiency Testing and PAT programs respectively.

Reservoirs Environmental, Inc. has analyzed the following samples for asbestos content as per your request. The analysis has been completed in general accordance with the appropriate methodology as stated in the attached analysis table. The results have been submitted to your office.

RES 457160-1 is the job number assigned to this study. This report is considered highly confidential and the sole property of the customer. Reservoirs Environmental, Inc. will not discuss any part of this study with personnel other than those of the client. The results described in this report only apply to the samples analyzed. This report must not be used to claim endorsement of products or analytical results by NVLAP or any agency of the U.S. Government. This report shall not be reproduced except in full, without written approval from Reservoirs Environmental, Inc. Samples will be disposed of after sixty days unless longer storage is requested. If you have any questions about this report, please feel free to call 303-964-1986.

Sincerely,

A handwritten signature in blue ink that reads "Jeanne Spencer". Below the signature, the text "by Gregory Hronich" is printed in a small, black, sans-serif font.

by Gregory Hronich

Jeanne Spencer
President

RESERVOIRS ENVIRONMENTAL INC.

NVLAP Lab Code 101896-0

TABLE: PLM BULK ANALYSIS, PERCENTAGE COMPOSITION BY VOLUME

RES Job Number: RES 457160-1
Client: Panhandle Geotechnical & Env. Inc.
Client Project Number / P.O.: RP200051-Scottsbluff
Client Project Description: Club 23
Date Samples Received: February 24, 2020
Method: EPA 600/R-93/116 - Short Report, Bulk
Turnaround: Priority
Date Samples Analyzed: February 24, 2020

ND=None Detected
TR=Trace, <1% Visual Estimate
Trem/Act=Tremolite/Actinolite

Client Sample Number	L A Y E R	Physical Description	Sub Part (%)	Asbestos Content		Non Asbestos Fibrous Components (%)	Non-Fibrous Components (%)
				Mineral	Visual Estimate (%)		
B&M-1	A	Gray granular cementitious material	15		ND	0	100
	B	Off white granular plaster w/ white paint	85		ND	0	100
B&M-2	A	Gray granular cementitious material w/ white paint	100		ND	0	100
SR-1	A	Off white/tan drywall	100		ND	10	90
SR-2	A	White compound w/ off white paint	6		ND	0	100
	B	Off white/tan drywall	94		ND	15	85
SR-3	A	White wall covering	20		ND	35	65
	B	Off white/tan drywall	80		ND	20	80
C-1	A	Off white compound w/ white paint	12		ND	0	100
	B	Off white/tan drywall	88		ND	12	88
C-2	A	Off white compound w/ white paint	10		ND	0	100
	B	Off white/tan drywall	90		ND	14	86

TEM Analysis recommended for organically bound material (i.e. floor tile) if PLM results are <1%.

RESERVOIRS ENVIRONMENTAL INC.

NVLAP Lab Code 101896-0

TABLE: PLM BULK ANALYSIS, PERCENTAGE COMPOSITION BY VOLUME

RES Job Number: RES 457160-1
Client: Panhandle Geotechnical & Env. Inc.
Client Project Number / P.O.: RP200051-Scottsbluff
Client Project Description: Club 23
Date Samples Received: February 24, 2020
Method: EPA 600/R-93/116 - Short Report, Bulk
Turnaround: Priority
Date Samples Analyzed: February 24, 2020

ND=None Detected
TR=Trace, <1% Visual Estimate
Trem/Act=Tremolite/Actinolite

Client Sample Number	LAYER	Physical Description	Sub Part (%)	Asbestos Content		Non Asbestos Fibrous Components (%)	Non-Fibrous Components (%)
				Mineral	Visual Estimate (%)		
FT-1	A	Tan adhesive	5		ND	0	100
	B	Gray granular cementitious material	15		ND	0	100
	C	Tan floor tile	80		ND	0	100
CT-1	A	Beige adhesive	20		ND	0	100
	B	Gray/white ceiling tile	80		ND	65	35
R-1	A	Red/gray/black shingle	15		ND	15	85
	B	White/gray/black shingle	85		ND	15	85
C-3 (Not on Original COC)	A	Off white compound w/ off white paint	100		ND	0	100

TEM Analysis recommended for organically bound material (i.e. floor tile) if PLM results are <1%.


Gregory Hronich

Analyst / Data QA



Reservoirs Environmental, Inc.

RES Job #: 457160

SUBMITTED BY	INVOICE TO	CONTACT INFORMATION	SERIES
Company: PANHANDLE GEOTECHNICAL & ENV. INC.	Company: PANHANDLE GEOTECHNICAL & ENV. INC.	Contact: HENRY GOMPERT	-1 PLM PRIORITY
Address: 818 S. BELTLINE HWY EAST	Address: 818 S. BELTLINE HWY EAST	Phone: (308) 632-6735	
		Fax: (308) 635-7807	
SCOTTS BLUFF, NE 69361	SCOTTS BLUFF, NE 69361	Cell:	
Project Number and/or P.O. #: RP200051-SCOTTSBLUFF		Final Data Deliverable Email Address:	
Project Description/Location: CLUB 23		HGOMPERT@PANHANDLEGEOTECH.COM	

ASBESTOS LABORATORY HOURS: Weekdays: 7am - 7pm & Sat. 8am - 5pm				REQUESTED ANALYSIS				VALID MATRIX CODES				LAB NOTES	
PLM / PCM / TEM DTL RUSH PRIORITY STANDARD				PLM - Short Report Long Report, CARB 435 TEM - AHERA, (+/- or Quantified), Microvac (+/- or Quantified), Wipe (+/- or Quantified), NIOSH 7402, Yamate Level II, ISO 10312, ISO 13794, Chaffield, Waste Water, Drinking Water, Bulk +/- PCM - 7400A, 7400B, OSHA DUST - Total, Respirable METALS - Analyte(s) Lead Only (7002, 7420, Waste Water, Foodware), Multi Metal (7303, 6020A, 200.8, Waste Water, Foodware), pH (Liquid, Non-Liquid), TCLP, RCRA 8 Scan, Welding Fume Scan, Full Metals Scan ORGANICS - Methamphetamine, TSS Campylobacter, Bacillus, Salmonella (Culturable, 1-2), Listeria, E.coli O157 H7, E.coli Coliforms - Plated, S. aureus, Yeast & Mold, Aerobic Plate Count, Coliforms/E.coli (State Water, Drinking Water, Non-Drinking Water, +/-, Quantification), Lactic Acid, Viable Microbial Count (w/oID, w/oID), Enterococcus (+/- or Quantification) MEDICAL - Bioburden, LAL MOLD - Spore Trap, Bulk Mold, Particulate Identification	Air = A Bulk = B Dust = D Food = F Paint = P Soil = S Surface = SU Swab = SW Tape = T Wipe = W Drinking Water = DW Waste Water = WW **ASTM E1792 approved wipe media only**				Sample Volume (L) / Area Length (or Aliquots) x Width (or Area per Aliquot) Matrix Code # of Containers Date Collected mm/dd/yy Time Collected hh:mm Laboratory Analysis Instructions				
CHEMISTRY LABORATORY HOURS: Weekdays: 8am - 5pm													
Dust RUSH PRIORITY STANDARD													
Metals RUSH PRIORITY STANDARD *PRIOR NOTICE REQUIRED FOR SAME DAY TAT													
Organics* SAME DAY RUSH PRIORITY STANDARD													
MICROBIOLOGY LABORATORY HOURS: Weekdays: 8am - 5pm													
Viable Analysis** PRIORITY STANDARD **TAT DEPENDENT ON SPEED OF MICROBIAL GROWTH													
Medical Device Analysis RUSH STANDARD													
Mold Analysis RUSH PRIORITY STANDARD													
Turnaround times establish a laboratory priority, subject to laboratory volume and are not guaranteed. Additional fees apply for afterhours, weekends and holidays.													
Special Instructions:													
Client Sample ID Number (Sample ID's must be unique)				ASBESTOS	CHEMISTRY	MICROBIOLOGY							
1 B&M-1				X					B	1	02/21/20		
2 B&M-2				X					B	1	02/21/20		
3 SR-1				X					B	1	02/21/20		
4 SR-2				X					B	1	02/21/20		
5 SR-3				X					B	1	02/21/20		
6 C-1				X					B	1	02/21/20		
7 C-2				X					B	1	02/21/20		
8 FT-1				X					B	1	02/21/20		
9 CT-1				X					B	1	02/21/20		
10 R-1				X					B	1	02/21/20		
11 C-3 (NOT ON ORIGINAL COC)				X					B	1	02/21/20		

REI will analyze incoming samples based on information received and will not be responsible for errors or omissions in calculations resulting from the inaccuracy of original data. By signing, client/company representative agrees that submission of the following samples for requested analysis as indicated on this Chain of Custody shall constitute an analytical services agreement with payment terms of NET 30 days. Failure to comply with payment terms may result in a 1.5% monthly interest surcharge.

Relinquished By:	Date/Time:	Sample Condition: ACCEPTABLE
Received By: 	Date/Time: 02/24/2020 9:07:10	Carrier: FED-EX
ANNEMARIE KIEFFER		

Due Date: _____
Due Time: _____



Reservoirs Environmental, Inc.

5801 Logan St. Denver, CO 80216 • Ph: 303.964.1986 • Fax: 303.477.4275 • Toll Free: 866.RESI-ENV

Pager: 303-509-2098

Job # _____
Page 1 of 1

INVOICE TO: (IF DIFFERENT)

CONTACT INFORMATION:

Company: Panhandle Geotechnical & Environmental	Company:	Contact: Henry Gompert	Contact:
Address: 818 South Beltline Hwy E	Address:	Phone: 308.632.6735	Phone:
Scottsbluff, NE 69361		Fax: 308.635.7807	Fax:
		Cell/pager: 308.631.8372	Cell/pager:
Project Number and/or P.O. #: RP200051- Scottsbluff		Final Data Deliverable Email Address: hgompert@panhandlegeotech.com	
Project Description/Location: Club 23			

ASBESTOS LABORATORY HOURS: Weekdays: 7am - 7pm		REQUESTED ANALYSIS										VALID MATRIX CODES		LAB NOTES:					
PLM / PCM / TEM ☐ RUSH (Same Day) ☐ PRIORITY (Next Day) ☐ STANDARD (Rush PCM = 2hr, TEM = 6hr.)		PLM - Short report, Long report, Point Count	TEM - AHERA, Level II, 7402, ISO, +/-, Quant, Semi-quant, Micro-vac, ISO-Indirect Preps	PCM - 7400A, 7400B, OSHA	DUST - Total, Respirable	METALS - Analyte(s) RCRA 8, TCLP, Welding Fume, Metals Scan	ORGANICS - BTEX, MTBE, 8260, GRO, METH	Salmonella +/-	E. coli O157:H7 +/-	Listeria +/-	Aerobic Plate Count +/- or Quantification	E. coli +/- or Quantification	Coliforms +/- or Quantification	S. aureus +/- or Quantification	Yeast/Mold +/- or Quantification	OTHER	Air = A	Bulk = B	
CHEMISTRY LABORATORY HOURS: Weekdays: 8am - 5pm																	Dust = D	Paint = P	
Metal(s) / Dust ☐ RUSH ☒ 24 hr. ☐ 3-5 Day																	Soil = S	Wipe = W	
RCRA 8 / Metals & Welding Fume Scan / TCLP ☐ RUSH ☐ 5 day ☐ 10 day																	Swab = SW	F = Food	
Organics ☐ 24 hr. ☐ 3 day ☐ 5 Day																	Drinking Water = DW	Waste Water = WW	
MICROBIOLOGY LABORATORY HOURS: Weekdays: 9am - 6pm												O = Other							
E. coli O157:H7, Coliforms, S. aureus ☐ 24 hr. ☐ 2 Day ☐ 3-5 Day												**ASTM E1792 approved wipe media only**							
Salmonella, Listeria, E. coli, APC ☐ 48 hr. ☐ 3-5 Day												Sample Volume (L) / Area	Matrix Code	# Containers	Date Collected mm/dd/yy	Time Collected hh/mm a/p	EM Number (Laboratory Use Only)		
Yeast : Mold ☐ 3-5 Day ☐ 7 Day																			
Turnaround times establish a laboratory priority, subject to laboratory volume and are not guaranteed. Additional fees apply for afterhours, weekends and holidays.																			
Special Instructions: Please email the analytical report.																			
Client sample ID number (Sample ID's must be unique)																			
1	B&M-1	X																	
2	B&M-2	X																	
3	SR-1	X																	
4	SR-2	X																	
5	SR-3	X																	
6	C-1	X																	
7	C-2	X																	
8	FT-1	X																	
9	CT-1	X																	
10	R-1	X																	

Number of samples received: _____ (Additional samples shall be listed on attached long form.)

NOTE: REI will analyze incoming samples based upon information received and will not be responsible for errors or omissions in calculations resulting from the inaccuracy of original data. By signing client/company representative agrees that submission of the following samples for requested analysis as indicated on this Chain of Custody shall constitute an analytical services agreement with payment terms of NET 30 days, failure to comply with payment terms may result in a 1.5% monthly interest surcharge.

Relinquished By:	Date/Time: 2/21/2010 4:00PM	Sample Condition: On Ice Sealed Intact
Laboratory Use Only		Temp. (F°) Yes / No Yes / No Yes / No
Received By:	Date/Time: _____	Carrier: _____
Results:	Contact Page Phone Email Fax Date Time Initials	Contact Page Phone Email Fax Date Time Initials
	Contact _____	Contact _____

City of Scottsbluff, Nebraska

Monday, March 16, 2020

Regular Meeting

Item Reports3

Council to review, discuss, and consider action on the Estoppel Certificate (Solar Facilities Lease Agreement – Scottsbluff Project) and authorize the Mayor to sign the Agreement.

Staff Contact: Rick Kuckkahn, Interim City Manager

ESTOPPEL CERTIFICATE
(Solar Facilities Lease Agreement – Scottsbluff Project)

This Estoppel Certificate (this “Estoppel Certificate”) is dated as of March __, 2020, by the CITY OF SCOTTSBLUFF, NEBRASKA, (“Landlord”), in favor of Antrim Corporation, a Delaware corporation (“Investor”), Tenant (as defined below), CapDyn Investor (as defined below) and Title Company (as defined below), with reference to that certain Solar Facilities Lease Agreement dated as of November 5, 2018, as amended by that certain First Amendment to Solar Facilities Lease Agreement and Estoppel dated as of August 19, 2019, as assigned by Assignment and Assumption Agreement dated May 3, 2019, as further assigned by Assignment and Assumption Agreement dated August 19, 2019 and as evidenced by Memorandum of Solar Facilities Lease Agreement dated August 21, 2019 and recorded in the Official Records of Scottsbluff County, Nebraska on September 23, 2019 as Instrument No. 20194026, as it may be modified or amended from time to time (collectively, the “Lease”), between WESTERN MEADOWLARK SOLAR SCS NE 1, LLC, a Delaware limited liability company, by assignment (“Tenant”), and Landlord, which is for a portion (the “Premises”) of that certain real estate in Scottsbluff, Nebraska, as more particularly described in the Lease (the “Property”) to be utilized for the development and operation of a solar power facility (the “Project”).

This Estoppel Certificate is being entered into and delivered pursuant to that certain Equity Capital Contribution Agreement (the “ECCA”), by and between Investor and Thor Solar 1 InvestCo, LLC, a Delaware limited liability company (“CapDyn Investor”). In connection with Investor’s indirect investment in Tenant pursuant to the ECCA (the “Transaction”), Investor has required that CapDyn Investor obtain the confirmation and agreement of Landlord as to certain matters related to the Lease. Capitalized terms used and not defined herein have the meanings specified in the Lease.

Based on the foregoing, and recognizing that Investor, Tenant, CapDyn Investor and Stewart Title Guaranty Company, a Texas Corporation (“Title Company”), and their respective lenders and affiliates, successors and assigns will rely hereon, Landlord hereby states, confirms certifies, represents, covenants, warrants and agrees as follows, as of the date first set forth above.

1. The execution, delivery, and performance by Landlord of this Estoppel Certificate and Lease have been duly authorized by all necessary corporate, partnership, limited liability, municipal, governmental, or other action on the part of Landlord and do not require any approvals, resolutions, filings with, or consents of any entity or person which have not previously been obtained or made.
2. The copy of the Lease attached hereto as Exhibit A constitutes a true, correct, and complete copy of the Lease, and the Lease has not been modified or amended in any way except as shown on the instruments attached hereto. The Lease is in full force and effect and constitutes the entirety of the agreements between Landlord and Tenant relating to the matters set forth therein. The Lease has not been waived, modified, cancelled, surrendered, abandoned or terminated.

3. All payments due and payable as of the date hereof, either by or to Landlord under the Lease, have been paid in full.
4. All representations and warranties made by Landlord in the Lease are true and correct as of the date hereof.
5. There are no actions pending against Landlord under the bankruptcy or any similar laws of the United States or any state. There are no proceedings pending or threatened against or affecting Landlord in any court or by or before any court, governmental authority, or arbitration board or tribunal which could reasonably be expected to have a material adverse effect on the ability of Landlord to perform its obligations under the Lease. To the best of Landlord's knowledge, there are no disputes or proceedings currently in existence between Landlord, on the one hand, and Tenant, on the other.
6. Landlord is not aware of any event, act, circumstance, or condition constituting an event of *force majeure* or otherwise excusing the performance of any party under the Lease. Landlord has not received written notice nor has knowledge of any pending eminent domain proceedings, condemnation or threatened condemnation, or other governmental actions or any judicial actions of any kind against Landlord's interest in the Property.
7. To the best of Landlord's knowledge, Tenant does not owe any indemnity payments to Landlord, and to the best of Landlord's knowledge, Landlord has no existing counterclaims, offsets, or defenses against Tenant, under the Lease. Tenant has not received or claimed any amounts under the indemnification obligations of Landlord set forth in the Lease.
8. As of the date hereof, Landlord (A) is the 100% fee simple owner of the Property, and (B) holds the entire interest of "Landlord" under the Lease. Landlord has not transferred, pledged, or assigned, in whole or in part, any of its right, title or interest in, to, or under the Lease or any of its right, title, or interest in or to the Property, and has not executed, assumed or taken subject to any mortgage, deed of trust or other consensual lien encumbering Landlord's interest in the Property or the Lease. There are no leases, easements, licenses, use or occupancy agreements by Landlord of any portion of the Premises, except the Lease.
9. Landlord has no knowledge of any right of possession or claim of right of possession to the Premises, or portion thereof by any party other than Tenant or of any party claiming a right pursuant to a lien or encumbrance.
10. Landlord has no option to terminate or otherwise modify the terms and conditions of the Lease other than as specifically provided in the Lease.
11. Landlord has not received written notice that it is in violation of any governmental law or regulation applicable to its interest in the Property and its operation thereon, including, without limitation, any environmental laws, and has no reason to believe that there are grounds for any claim of any such violation.

12. All obligations and covenants under the Lease to be performed or observed by Landlord and Tenant to date have been fully performed, observed, and satisfied, no default by any party exists under the Lease, nor has any act or omission occurred which, solely as a result of the giving of notice or passage of time, or both, would constitute a default.
13. There is no current production of oil, gas and/or minerals on the Property or oil and gas, mineral, or mining exploration activities on the Property and no such exploration activities are contemplated by any party. No portion of the Property is subject to any conservation reserve program or other agricultural preserve program.
14. Landlord agrees that Investor has the rights to notice and cure provided to a Lender in Section 12.2 the Lease. Landlord further agrees to provide to the Investor, at the address set forth in this Estoppel Certificate (or to such different addresses as Investor may specify), a copy of any notice of default given under the Lease by Landlord, in accordance with the notice provisions thereof.
15. Investor address for notice pursuant to the Lease and this Estoppel Certificate:

Antrim Corporation
c/o State Street Bank and Trust Company
1 Lincoln Street SUM 304
Boston MA 02111
Attention: Dave Levy, President
Telephone: (617) 664-0779
Facsimile: (617) 664-9494
Email: DLevy@StateStreet.com

[Signature page follows]

IN WITNESS WHEREOF, the undersigned has caused this Estoppel Certificate to be duly executed and delivered by its duly authorized officer as of the date first set forth above.

CITY OF SCOTTSBLUFF, NEBRASKA

By: _____
Name: _____
Title: Mayor

[Signature Page to Ground Lease Agreement Estoppel Certificate – Scottsbluff Project]

WEST\289221596.2

Exhibit A

(Solar Facilities Lease Agreement)
(First Amendment to Solar Facilities Lease Agreement and Estoppel)
(Assignment and Assumption Agreement Dated May 3, 2019)
(Assignment and Assumption Agreement Dated August 19, 2019)
(Memorandum of Solar Facilities Lease Agreement Dated August 21, 2019)

See attached.

WEST\289221596.2

City of Scottsbluff, Nebraska

Monday, March 16, 2020

Regular Meeting

Item Reports4

Council to discuss and consider action to approve writing a letter in support of the Land Bank Bill, LB424 and authorize the Mayor to sign the letter.

Staff Contact: Rick Kuckkahn, Interim City Manager

City of Wakefield

“Baseball Capital of Nebraska”

405 Main Street, PO Box 178
Wakefield, Nebraska 68784
(402) 287-2080 FAX (402) 287-2045
Admin -cityadmwakefield@abbnebraska.com
Clerk- wakeclerk@abbnebraska.com

Dear Governor Ricketts,

The members of the Wakefield City Council and the Mayor endorse LB 424 and the concept of regional land banks in the State of Nebraska.

We need building lots in Wakefield. Our community can not expand to the north or east because of the Logan Creek and its flood plain. Most farm ground to the south and west is not available at this time.

Our community is blighted by many distressed properties. Many of the properties are abandoned or vacant. Liens held by banks or government entities make the properties hard to acquire.

We believe the creation of a regional land bank could help us obtain properties, remodel existing homes, or build new homes. The City of Wakefield strongly urges you to support LB 424.

Sincerely,



Paul Eaton
Mayor

Mayor
Paul Eaton

City Administrator
Jim Litchfield

City Clerk/Treasurer
Zach Dolen

City Attorney
Leland Miner

Ross Hansen- Pres.

Val Bard

Council Members

Scott Hansen

Larry Soderberg

City of Scottsbluff, Nebraska

Monday, March 16, 2020

Regular Meeting

Item Reports5

Council to discuss and consider action on the contract for the Police Officers Association Union and authorize the Mayor to execute the Contract.

Staff Contact: Rick Kuckkahn, Interim City Manager

- 1. 4% COLA effective first payroll after City Council approval;**
- 2. Removal of Article VII, Section 5 (Removal of Letter);**
- 3. Removal of Article XI (Safety Committee);**
- 4. Removal of Article XX, Section 7 (Dry Cleaning);**
- 5. Removal of Article XXI (College Incentive Pay/Tuition Reimbursement);**
- 6. Add a Step 8 to the hourly pay schedule for Patrol Officer, Police Corporal, and Police Sergeant effective first payroll after City Council approval**
- 7. Agreement shall be effective October 1, 2019 to September 30, 2022, except for item: 1.**

C O N T R A C T

between

CITY OF SCOTTSBLUFF, NEBRASKA

and

**SCOTTSBLUFF POLICE OFFICER'S ASSOCIATION
INC.**

Effective

October 1, 2016- September 30, 2019

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PREAMBLE

WHEREAS, the City has voluntarily endorsed the practices and procedures of collective bargaining as a fair and orderly way of conducting its relations with its employees insofar as such practices and procedures are appropriate to the functions and obligations of the City to retain the right effectively to operate in a responsible and efficient manner and are consonant with the paramount interests of the City and its citizens;

WHEREAS, it is the intention of this contract to provide, where not otherwise mandated by statute, ordinance, or resolution for the salary structure, fringe benefits, and employment conditions of the employees covered by this contract to prevent interruptions of work and interference with the efficient operation of the City and to provide an orderly and prompt method of handling and processing grievances;

NOW THEREFORE, the parties agree with each other as follows:

ARTICLE I DEFINITIONS

For the purpose of this Contract, the following words, terms and phrases shall be construed in accordance with the definitions assigned to them unless the context in which the same shall be used would otherwise necessarily require a different definition.

1. Department shall mean the Police Department of the City of Scottsbluff.
2. Employee shall mean any Police Officer of the City which is included in the recognized bargaining unit;
3. Civil Service Commission shall mean the duly appointed Civil Service Commission of the City;
4. City Manager shall mean the duly appointed City Manager of the City;
5. Personnel Rules and Regulations shall mean all provisions of the Ordinances of the City regulating personnel and working conditions, the Personnel Manual and the Administrative Regulations of the City, the Rules and Regulations of the Civil Service Commission and any rules, regulations, instructions of the Police Department;
6. City shall mean the City of Scottsbluff, Nebraska;
7. Union shall mean Scottsbluff Police Officers' Association, Inc.

ARTICLE II UNION RECOGNITION

The City recognizes the Union as the sole and exclusive bargaining representative for all police officers holding positions or classifications subordinate to the Police Chief and immediate assistant(s) holding authority subordinate only to the Chief.

ARTICLE III NON-DISCRIMINATION

- SECTION 1** The parties hereby agree not to discriminate against any employees on the basis of race, color creed, sex, religious or political affiliations, national origin, age, marital status, or Union or non-union membership.
- SECTION 2** The parties hereby agree that no officers, agents, representatives, members or anyone connected with either party shall in any manner intimidate, coerce, restrain, or interfere with the rights of employees to form, join, or assist labor organizations or to refrain from any of these activities, including the right of employees to withdraw, revoke, or cancel Union membership.
- SECTION 3** The Union recognizes its responsibility as the exclusive bargaining agent and agrees to represent all employees in the bargaining unit without discrimination, interference, restraint, or coercion. The City recognizes the Union right to reimbursement from nonunion bargaining unit employees for the reasonable cost of representation in each individual case.
- SECTION 4** The Union shall share equally with the City the responsibility for applying this Article to the Contract.

ARTICLE IV MANAGEMENT RIGHTS

Nothing in this Contract shall be construed to restrict, limit or impair the rights, powers, and authority of the City under the laws of the State of Nebraska and ordinances of the City.

The City shall not be deemed to have agreed to any restrictions upon the manner of exercising such powers and duties other than those clearly specified in this Contract.

The reserved rights, powers, and authority of the City include, but are not limited to the following:

1. The rights to determine, effectuate, and implement the objectives and goals of the City;
2. The rights to manage and supervise all operations and functions of the City;
3. The right to establish, allocate, schedule, assign, modify, change and discontinue City operations, work shifts, and working hours, including overtime hours;
4. The right to establish, modify, change, and discontinue work standards;
5. The right to hire, examine, classify, promote, train, transfer, assign, and retain employees; suspend, demote, discharge, or take other disciplinary action against

employees for just cause; and to relieve employees from duties due to lack of work or reduction of funds;

6. The right to increase, reduce, change, modify, and alter the composition and size of the work force;
7. The right to determine, establish, change, modify, and implement policies for the selection, training, and promotion of employees;
8. The rights to create, establish, change, modify, and discontinue any City function, operation and department.
9. The right to establish, implement, modify, and change financial policies, accounting procedures, prices of goods or services, public relations, and procedures and policies for the safety, health, and protection of City property and personnel;
10. The right to adopt, modify, change, enforce, or discontinue any existing rules, regulations, procedures and policies which are not in direct conflict with any provision of this Contract;
11. The right to determine and enforce employee's quality and quantity standards;
12. The right to classify jobs and to allocate individual employees to appropriate classifications based upon duty assignments. The City will not abolish or change any bargaining unit classifications for the purpose of depriving the bargaining unit employees of their benefits under this Contract.
13. The right to establish reasonable work rules.
14. If it is determined that there is a conflict between the Personnel Rules and Regulations or Administrative Regulations and the provisions of this Contract, the Contract will govern until changes incorporated in the Personnel Rules and Regulations are specifically addressed in the Contract.

ARTICLE V CHECK-OFF

- SECTION 1** The City shall deduct regular Union dues from the pay of each employee covered by this contract, provided that at the time of such deduction there is in possession of the City a current unrevoked written assignment, executed by the employee, in the form and according to the terms of the authorization form, attached hereto, marked Appendix "A", and made a part hereof. Such authorization may be revoked by the employee at any time by giving written notice thereof to the City.
- SECTION 2** Previously signed and unrevoked written authorizations shall continue to be effective as to employees reinstated following lay-off, leave of absence, or suspension not exceeding sixty (60) days. Previous authorizations of other employees rehired or reinstated shall not be considered to be effective.
- SECTION 3** Such authorization deductions shall be made from each bi-weekly pay period and will within ten (10) days be remitted to the duly designated Union official. The Union official unless otherwise agreed shall be the treasurer.
- SECTION 4** Such deductions shall be limited to 1/24th of the annual Union dues, and shall not include dues for prior pay periods or any portion thereof.
- SECTION 5** If the city receives an employee revocation of authorization on or before the eighth day of the payroll period, no deductions will be made from that payroll period or subsequent payroll periods. If such revocation is received after the eighth day of the first payroll period, a deduction will be made from such payroll but shall not be made from subsequent payroll periods.
- SECTION 6** At the time of execution of this Contract, the Union shall advise the City in writing of the exact amount of regular annual Union dues, which shall be divided into 24 equal payments. If, subsequently, the Union requests the City to deduct additional annual Union dues, such request shall be effective only upon written assurance by the Union to the City that amounts are regular Union dues duly approved in accordance with the Union's ByLaws.
- SECTION 7** The City agrees to provide this service without charge to the Union.
- SECTION 8** The City Shall not be liable for the remittance payment of any sums other than those constituting actual deductions made; and if for any reason it fails to make a deduction for any employee as above provided, it shall make that deduction from the next pay period in which Union dues are normally deducted after written notification to the City of the error. If the City makes an overpayment to the Union, the City will deduct that amount from the next remittance to the Union. The Union agrees to indemnify and hold the City harmless against any and all claims, suits, orders or judgments brought or issued against the City as a result of any action taken or not taken by the City under the provisions of the Article.

ARTICLE VI GRIEVANCE PROCEDURE

An alleged grievance arising from an employee shall be handled in the following manner:

A grievance for the purpose of this Contract refers to the question of the interpretation, application, and meaning of the terms of the labor agreement between the City and the Union.

Employees shall raise and thoroughly discuss any matters on disagreement with their immediate supervisor in order to informally resolve as many matters as possible.

In reducing a grievance to writing, the following information must be stated with reasonable clearness:

1. The exact nature of the grievance;
2. The act or acts of commission or omission;
3. The time and place of the act of commission or omission;
4. The identity of the party or parties who claim to be aggrieved;
5. The provisions of the contract that are alleged to have been violated;
6. The remedy which is sought.

In the event that a satisfactory settlement is not or cannot be reached after the matter has been informally raised with the immediate supervisor, the following procedure shall be used in the submission of a grievance:

- Step 1** Any employee who believes that he/she has a justifiable request or grievance shall discuss the request or complaint within five (5) calendar days with the Police Chief, with or without the Union representative being present, as the employee may elect, in an attempt to settle same. However, if a grievance or request has not been satisfactorily resolved in step one, it must be presented in writing and processed in step two, if the Union representative determines that it constitutes a meritorious grievance. A grievance to be considered beyond step one must be filed in writing with the Police Chief.
- Step 2** If the grievance is not settled to the satisfaction of the employee, he/she and/or the designated representative shall present it to the Police Chief in writing within seven (7) calendar days of the receipt of the decision of the Police Chief in step one. The Police Chief shall consider the grievance and notify the employee in writing within seven (7) calendar days of the receipt of the grievance.
- Step 3** If the grievance is not settled to the satisfaction of the employee, he/she and/or the designated representative shall present it in writing to the City Manager or designated representative within five (5) calendar days after the decision of the Police Chief. The City Manager shall notify the employee of the decision made and of any action taken within ten (10) calendar days of the receipt of the grievance.
- Step 4** If the grievance is not settled by the City Manager to the satisfaction of the employee, the employee may seek redress from the Civil Service Commission or the courts as provided by law.
- General** All grievances shall be presented by the employee in person. The employee shall not be paid for any time used to present a grievance. An employee must obtain the permission of the immediate supervisor before leaving the job to present a grievance. None of the above precludes the possibility of meetings at any step of the grievance procedure among the parties involved to discuss the issues and to attempt to settle them at that step.

Nothing in the foregoing provisions shall be construed to apply to the extent, if any, that such provisions may become in conflict with a duly enacted statute of the state or a decision of the court of competent jurisdiction.

ARTICLE VII DISCIPLINARY ACTION

- SECTION 1 Disciplinary Action Cause:** Good cause for disciplinary action against any employee shall include any cause so specified in the Personnel Rules and Regulations of the City.
- SECTION 2 Disciplinary Action:** It is agreed by the parties that all the applicable provisions of the Personnel Rules and Regulations of the City are hereby made part of this contract and by this reference made part hereof.
- SECTION 3 Disciplinary Action Reprimand:** The Police Chief or designated representative may reprimand any employee for cause. Such reprimand may be oral or written.
- SECTION 4 Written Reprimand:** If such reprimand is in writing, it shall be addressed and presented to the employee who will initial a copy which shall then be included in the employee's personnel file. The employee may submit an explanation or rebuttal.
- SECTION 5 Removal of Letter:** Any letter of reprimand issued to an employee may be removed from the employee's personnel file and presented to the employee two (2) years after the inclusion of such letter in the file, provided the employee has not received any additional letter or letters of reprimand during the two-year period of time. The employee shall request in writing that letters may be removed and if the request is approved by the Police Chief, action will be initiated which will remove the letter(s) from the personnel record. If the request is not approved, the Police Chief shall state the reasons why in writing.
- SECTION 6 Response to Questions:** Employees submitting written questions on policy matters will receive responses or acknowledgments of such inquiries within a reasonable time. If the response cannot be provided within ten (10) working days of the receipt of the inquiry, the acknowledgment will indicate the probable date for a complete response to the inquiry.

ARTICLE VIII BULLETIN BOARDS AND BALLOT BOXES

- SECTION 1** The City shall permit the Union to provide one bulletin board at a location designated by the Police Chief, for the posting of Union meetings and elections, reports of Union committees, and other notices or announcements that would be of benefit or interest to each employee. City computers and equipment (e-mail,

telephone, etc.) may be used to notify members of meeting dates and times. No other Union activity shall be allowed on City equipment. All posted notices shall be on Union stationery and signed by an officer of the Union.

SECTION 2 Posted notices shall not contain anything political, discriminatory, or anything reflecting adversely upon the City or any of its employees. Any Union authorized violation of this Article shall entitle the City to cancel immediately the provisions of the Article and prohibit the Union further use of the bulletin board.

SECTION 3 The bulletin board shall be for the exclusive use of the Union.

SECTION 4 The City will permit the Union to use one ballot box provided by the Union, at an assembly area designated by the Police Chief, for use in Union elections. No employee shall participate in any Union elections, in any manner, during his/her tour of duty.

SECTION 5 The City will permit the distribution, in each employee's designated message box, of reports of Union committees and other notices or announcements of benefit or interest to the employees.

ARTICLE IX EMPLOYEE RIGHTS

SECTION 1 The security of the City of Scottsbluff, its citizens, plus the integrity and reputation of the Department, depends to a great extent, on the manner in which personnel of the Department perform their varied and difficult duties. The performance of such duties involves each employee in all manner of contacts and relationships with the public.

A. Out of such contacts and relationships may arise questions concerning the actions of each employee of the Department. Such questions require prompt investigation by superior officers. The officer shall be timely notified by

appropriate Police Department personnel of the complaint, unless to do so might jeopardize the investigation of a complaint, and that determination shall be made by the Police Chief

- B. To ensure that such investigations are conducted in a manner conducive to good order and discipline, meanwhile observing and protecting the individual rights of each employee of the Department, the following rules are hereby established.

SECTION 2 The interview of any employee shall be conducted at a reasonable hour after said employee has been given reasonable notice as to the incident involved and the time the interview is to be conducted. Said interview shall be conducted when the employee is on duty or between 8:00 a.m. and 5:00 p.m., unless the urgency of the investigation dictates otherwise. If such interview occurs during off-duty time of the employee being interviewed, the employee shall be compensated for off-duty time in accordance with the overtime procedures of this contract.

- A. The interview shall take place at a location designated by the investigating officer, preferably at the Department.
- B. Each employee interviewed shall be informed of the name and rank of all persons present. Should an employee be directed to leave his/her post during the investigation, the shift commander shall be notified immediately.
- C. No complaint against an employee, alleging brutality in the execution of his/her duties, shall be investigated unless the complaint is in written form.
- D. Each employee being interviewed shall be informed verbally of the nature of the investigation, name and address of all complaining parties, before the interview commences. The employee shall be informed of his/her right to make notes.
- E. The interview session shall be for a reasonable period of time, depending upon the seriousness of the investigation. Unless agreement is reached to continue a period of two hours shall be the maximum time allowed for any one session of the interview.
- F. Reasonable rest periods shall be allowed within the two (2) hour period. Time shall be provided for personal necessities, meals, telephone calls, etc., as are reasonably necessary.
- G. Each employee being interviewed shall not be subject to any offensive or abusive language, nor threatened with dismissal or other disciplinary action. Nothing herein is to be construed as to prohibit the interviewing officer from informing the employee that his/her conduct can be the subject of disciplinary action should he/she refuse to obey a lawful order of the ranking officer. No promise or reward shall be made as an inducement to answering any question. Each employee being interviewed shall be asked questions by and through no more than two investigators. The employee shall not be required by the Department to submit to interviews by the press or news

media without his/her expressed consent, nor shall his/her home address, phone number or photograph be given to the press or news media without his/her consent.

- H. **Under Arrest:** When the employee being interviewed is under arrest, or is likely to be placed under arrest as a result of the interview, he/she shall be informed of Miranda Rights prior to the commencement of the interview.

At the request of the employee under arrest or the employee who has been advised he or she is likely to be placed under arrest, and prior to any interview, the employee shall have the right to be represented by counsel of his/her choice who may be present at all times during such interview. The attorney shall not participate in the interview except to counsel the employee. The employee may request a postponement of the initial interview to contact any attorney of his/her, choosing. The interview may not be postponed more than 24 hours, with allowances being made for weekends and holidays.

- I. **Violation of Department/City Rules:** When an employee being interviewed in a non-criminal matter for violation of departmental rules, regulations, or orders, the employee will not be advised of Miranda Rights, but will be allowed the presence of legal counsel during the interview. The interview may be postponed for not more than 24 hours (together with an immediately following weekend or holiday) for the employee to obtain the services of legal counsel, if desired. The attorney shall not participate in the interview except to counsel the employee. The employee shall answer truthfully all questions concerning the investigation posed by the interviewing officer. When the employee refuses to answer such questions, he/she will be informed that refusal to answer can become the subject for disciplinary action.

- J. **Non-criminal vs. Criminal conduct:** When the employee is being interviewed in a non-criminal matter and there is likelihood that the interview may reveal criminal conduct on the part of the employee, the employee shall be advised of constitutional rights prior to the commencement of any interview. The employee shall be advised that if he/she does not waive these rights, the results of the interview cannot and will not be used against him/her in a criminal court of law. However, the employee will be required to answer all questions to assist in the administrative process. When the employee is interviewed and does waive rights, he/she shall be informed that the results of the interview can be used by the department in both an administrative and criminal action, if the accusations are proven.

- K. **Tape recording:** No tape recording will be made of the interview without prior advisement. There will be no "off-the-record" questions during a recorded interview.

SECTION 3 Polygraph Non-criminal: No employee of this Department shall be compelled to submit to a polygraph examination on a complaint without corroborating evidence in

a Non-criminal matter, unless the complaining party is requested and submits to a polygraph examination beforehand. Should the complainant refuse or fail the examination, the employee would not be required to take such a test. If the complaining party passes the examination showing the truth in the complaint, or if there is sufficient corroborating evidence, the Police Chief may order the employee to submit to the examination. Failure to comply can become the basis for termination for insubordination.

- A. **Polygraph (Criminal):** In criminal matters under investigation, each employee shall be advised of his/her right to accept or reject the polygraph examination. Should the employee elect to refuse the polygraph, he/she may be ordered to take the examination by the Police Chief as an aid in the administrative investigation. Failure to submit may be the cause for disciplinary action. Each employee will be informed that the refusal to submit to the examination cannot and will not be used against him/her in a criminal court of law. Should the employee waive his/her rights and elect to take the polygraph examination, any information derived from the examination may be used by the department in both administrative and criminal actions.
- B. In Criminal matters when an employee refuses to submit to a polygraph examination after being ordered to do so by the Police Chief, disciplinary action may be suspended, unless the employee is under arrest, until the final court disposition of the matter, or he/she may be terminated for insubordination. The disposition of the disciplinary action against the employee, if any, shall rest with the City manager upon recommendation of Police Chief.
- C. Each employee may, at any time, request a polygraph examination.

SECTION 4 Each employee shall read and be allowed to sign and date any document having reference to the results and/or disposition of an investigation, prior to its being placed in the employee's personnel file.

SECTION 5 Each disciplined employee has the right of appeal available to employees as outlined in the Contract.

SECTION 6 Nothing contained herein shall preclude or prohibit any employee from pursuing civil litigation for false and/or malicious complaints.

SECTION 7 In the event that any section, sub-section, or other portion of this Article should be found unconstitutional, illegal, or otherwise invalid, the remainder of the Article shall continue in full force and effect.

ARTICLE X REDUCTIONS IN FORCE

The Civil Service Commission will make recommendations concerning possible changes in the reduction in force policy to the City Manager. The City Manager will consider such recommendations, but shall not be bound by them in establishing changes. Prior to the adoption of the changes the City Manager and the City Council will, after giving reasonable notice to every police officer, conduct a public hearing. The City Manager will, in adopting any changes, consider factors including but not limited to the following primary factors.

- A. Seniority;
- B. The multiple job skills recently or currently being performed by the employee;
- C. The knowledge, skills, and abilities of the employee;
- D. The performance appraisal of the employee including any recent or pending disciplinary actions involving the employee;
- E. The employment policies and staffing needs of the department together with contracts, ordinances, and statutes related thereto;
- F. Required federal, state, or local certifications or licenses.

ARTICLE XI COMMITTEES

LABOR-MANAGEMENT COMMITTEE

Representatives of the Union and City, to include the Human Resources Director, Chief of Police and City Manager will meet periodically over the course of each year to discuss items of interest to both parties in an effort to benefit the operation and environment of the organization through joint study and planning. Either party may initiate a meeting at any time during the course of the year.

SAFETY:

One member of the bargaining unit shall serve as a representative on the Safety and Wellness Committee as established by the City of Scottsbluff Personnel Manual. The representative shall be appointed by the City Manager upon recommendation by the Police Chief from names furnished by the Union President. The Safety and Wellness Committee meets quarterly, as a minimum, to discuss safety problems and tour a City department.

In addition to serving on the Safety Committee, Officers may volunteer to train other City departments in their areas of expertise. Such training shall occur only during the Officer's normal schedule or appropriately compensated for overtime.

ARTICLE XII UNION BUSINESS

- SECTION 1** Union officials who are members of the bargaining committee, not to exceed four (4) in number, shall be granted leave from duty without pay for time spent in conducting union business. Provided, Union officials who are conducting union business will be eligible to draw pay for such time to the extent that members of the Union had contributed accrued time to a "bargaining pay pool" to be established jointly by the City and the Union. Negotiation sessions shall be scheduled so as to minimize the impact on such "pool."
- SECTION 2** Union officials, not exceeding two (2) in number shall be granted leave from duty without pay for the purpose of attending Union meetings, conventions, education conferences or conducting Union business. Such leave shall be contingent upon a written request by the Union and approval by the Police Chief no less than one week in advance of the requested leave dates, provided that the leave from duty without pay shall not exceed forty (40) hours per person annually.
- SECTION 3** The City shall allow the Union to make use of copy reproduction devices available to the City. The Union shall reimburse the City for reproduction costs at a rate of \$100 per contract year. The Union shall be allowed to use City equipment to e-mail notice of meetings to members. No other Union business shall be conducted using City equipment.

ARTICLE XIII SENIORITY

- SECTION 1** Seniority shall be based on continuous length of service in a classification without a break or interruption; provided that absence on authorized leave without pay or lay-off for thirty (30) calendar days or less, shall constitute a break or interruption of service within the meaning of this Article; provided, further that in the case of an absence on authorized leave without pay, the period of such absence shall be excluded in computing accumulated seniority. The Police Chief may waive the provisions of this section when the Chief determines it to be in the public interest.
- SECTION 2** Seniority shall commence from the date an employee enters a classification.
- SECTION 3** A list of employees arranged in order of seniority by classification shall be maintained and made available for examination by each employee, provided that the seniority list be revised and updated at the end of each fiscal year, a copy of the same shall be transmitted to the Union representative. The Union will have the list posted on its bulletin board within 24 hours of receiving the list. The list shall be deemed correct if no grievance is filed within five (5) days of delivery of the list to the Union representative.
- SECTION 4** Where two or more employees in the same classifications were appointed on the same date, their seniority standing shall be determined in order of their rank on the eligible list from which their appointments were made.

SECTION 5 Seniority within a classification is the determining factor under Police Department Policy for taking of vacation leave and a factor in filling shift assignments. This consideration of employment is hereby made part of this Contract with the Police Chief having the discretion in the public interest, to make adjustments in making assignments and assigning vacation time.

ARTICLE XIV HOURS OF WORK IN DUTY SHIFTS

SECTION 1 Eight-hour shift: Eight hours shall constitute a day's work and five consecutive calendar days shall constitute a week's work. Two work weeks shall constitute an 80-hour work period. Each employee shall be entitled to two consecutive days off each week unless in conflict with shift or other assignment changes or as specified in Section 4 of this article.

SECTION 2 Ten-hour shift: Ten hours shall constitute a day's work and four consecutive calendar days shall constitute a week's work. Two work weeks shall constitute an 80-hour work period. Each employee shall be entitled to three consecutive days off each week unless in conflict with shift or other assignment changes or as specified in Section 4 of this article.

SECTION 3 Twelve-hour shift: Twelve hours shall constitute a day's work and six twelve-hour work days with one eight hour work day, within two calendar weeks, shall constitute a work period. No employee shall be scheduled to work more than three consecutive twelve-hour days without having at least two consecutive days off unless in conflict with shift or other assignment changes or as specified in Section 4 of this article.

SECTION 4 During an emergency or extenuating circumstances, as determined by the Police Chief, each employee's shifts, hours, and duties may be established at the discretion of the Police Chief.

ARTICLE XV ATTENDANCE IN COURT, CONFERENCES, AND OTHER MEETINGS

SECTION 1

- A. This section applies to each employee required to attend during off duty hours, as a witness or in other capacity directly related to official duties, any of the following activities
 - 1. Any case pending in the County Court or District court;
 - 2. Any Grand Jury proceeding;
 - 3. Any conference with the City or County Attorney or their respective Assistants;
 - 4. Any proceeding of city, county, state or federal governments (including subdivision or agencies thereof).
- B. Each employee who is required to attend an activity described in paragraph A shall be entitled to:

1. A minimum of two (2) hours at the rate of time and one-half (1½) for each appearance, or one and one-half (1½) times the actual number of hours in attendance, whichever is greater; However,
 2. If two or more appearances occur on the same date and location, each employee shall be entitled to time and one half (1½) compensation for the lesser of:
 - a. The number of appearances multiplied by two hours, or,
 - b. The number of hours comprised within the period commencing with the start of the first appearance and ending with the finish of the last appearance (less one hour for lunch if the appearances occur both in the fore and afternoon).
 3. Each employee who attends an activity described in paragraph A, on a previously scheduled vacation day, will be compensated for a minimum of eight (8) hours of straight time or time and one-half (1½) times the actual hours in attendance, whichever is greater.
- C. Each employee shall contact the designated representative of the City Police Department no more than 8 hours prior to appearing for any of the activities described in paragraph A for notice regarding the scheduling or cancellation of the activity.
1. If the activity has been canceled, the employee is not required to appear for the activity;
 2. If the employee is notified that the activity is still scheduled and appears for the activity, and is then notified that the activity has been canceled, the employee will be entitled to two (2) hours at the rate of double (2) time.
 3. In the situation where an employee has a regularly scheduled day off and has been scheduled for court, if the court or the Police Department fails to notify the employee of a known cancellation as evidenced by court record, by the end of the business day (4:30 p.m. prior to the scheduled date, the employee will be compensated for two (2) hours of double time.
 4. Employees required to attend a regular court appearance with less than 8 hours advance notice will be entitled to two (2) hours at the rate of double (2) time.

SECTION 2 When the employee is testifying in other litigation to which he/she is a party or witness and which does not involve duty as a police officer, the employee may use vacation leave or compensatory time off or be granted leave without pay for the length of such service.

SECTION 3 Each employee who is called for witness or jury duty shall present to his/her supervisor the original summons subpoena from the court.

SECTION 4 Fees received for jury service or as a witness in a federal, state or county court shall be deposited with the city clerk upon the employee's receipt thereof, provided the requirement shall not apply to fees received by employees when they are not on duty with the City. No employee shall receive witness fees paid from the City's funds.

ARTICLE XVI
OVERTIME, COMPENSATORY TIME, AND CALL BACK PAY

SECTION 1 Overtime pay: Work performed by employees in excess of eighty (80) hours per fourteen (14) day work period shall be compensated at the rate of one and one-half (1½) times the number of hours worked in excess of eighty (80) hours per work period. For the purposes of this Article, work performed excludes funeral leave and excused absence without pay. Sick leave will no longer reduce overtime earned.

SECTION 2 If an employee is called to duty during off-duty time and such time does not coincide with scheduled tour of duty, such employee shall be paid for a minimum of two (2) hours at the rate of time and one half (1½), or one and one half times the actual number of hours worked, whichever is greater. However, if the call back time is due to a telephone conference only, and the transaction can be completed from the officer's point of origin, the officer shall be paid for a minimum of one hour at the rate of time and one-half, or one and one-half times the actual number of hours worked, whichever is greater.

SECTION 3 In calculating overtime pay, the following rule shall apply: If any employee works seven (7) minutes or less of overtime, the employee shall not receive any compensation for overtime. If an employee works more than seven (7) minutes and less than twenty-three (23) minutes of overtime, the employee shall be compensated for one-quarter hour overtime. If the employee works more than twenty-two (22) and less than thirty-eight (38) minutes of overtime, the employee shall be compensated for one-half hour overtime. If the employee works more than thirty-seven (37) minutes and less than fifty-three (53) minutes of overtime, the employees shall be compensated for three-quarter hours of overtime. If the employee works more than fifty-two (52) minutes and less than sixty (60) minutes, the employee shall be compensated for one (1) hour of overtime.

SECTION 4 In lieu of payment for overtime hours worked, the City may elect to give compensatory time off. If this request is approved, one and one-half hours of compensatory time shall be credited for each overtime hour worked. Double-time eligible work is credited with double-comp time.

SECTION 5 Compensatory time off shall be earned at the same rate as overtime pay, as described in this Article. Employees shall be allowed to carry up to one hundred-eighty (180) hours of compensatory time during any fiscal year. The City will establish the procedure for taking earned compensatory time off. Seniority and non-discrimination shall apply as described in Articles III and XIII in the procedure for employees using compensatory time off.

The City and the Union agree to the following fiscal year compensatory cash payment rules. The intent is that earned compensatory time is paid out at the rate of pay in which it was earned.

- All compensatory balances in excess of 60 hours will be paid in full as a cash payment in the final pay period in the fiscal year. These hours will be available to use as time off going into the new fiscal year. Officer's wishing to cash out their full comp balances may request in writing to receive a full cash payment. The request must be received by HR/payroll one week prior to the payroll end date in which the fiscal year payout occurs.

- Compensatory time may be paid in cash per the employees request at any time during a fiscal year. Employee is required to submit a request for cash payment to HR one week prior to the payroll end date.

SECTION 6 Management will govern the granting of compensatory time off regardless of time period prior to request for said time off. Employees will not be required to find a replacement for his/her shift when the employee desires normal compensatory time off, provided, each employee notifies his/her supervisor at least one (1) week in advance for one (1) day off or at least two (2) weeks in advance for two (2) or more days off.

However, employees may be requested to locate a replacement for their position, should request for compensatory time off be made beyond the accepted limits for compensatory time, volunteering for special training. (e.g. pistol matches), special seminars or other functions which each employee has the option to attend or not attend.

ARTICLE XVII HOLIDAYS

SECTION 1 The following and, in addition, any other days that may be designated by the City are paid holidays for employees:

1. New Year's Day – January 1
2. Martin Luther King, Jr. Day – 3rd Monday in January
3. President's Day 3rd Monday in February
4. Memorial Day – last Monday of May
5. Independence Day - July 4th
6. Labor Day – 1st Monday of September
7. Veteran's Day – November 11th
8. Thanksgiving Day – 4th Thursday of November
9. Day after Thanksgiving – 4th Friday of November
10. Christmas Day – December 25th

SECTION 2 All employees will be paid (8) eight hours of holiday pay. Employees who work on any holiday shall be paid at a calculated rate to total 2 ½ times their regular rate of pay for the actual hours worked on a holiday. In lieu of pay for the hours worked on a holiday, employees may elect to put holiday bonus hours to compensatory time. The regular (8) hours of holiday pay is not allowed to be banked to compensatory time.

SECTION 3 Personal Leave Day: Each employee is entitled to one (8) eight-hour personal leave day per contract year, which shall be used in accordance with the procedures provided for use of accumulated time-off. Such personal leave day shall not be cumulative from year to year and there will be no compensation for an unused personal leave day.

ARTICLE XVIII LEAVE PROVISIONS

- SECTION 1** Accrual of sick leave: Sick leave will accumulate at the rate of eight (8) hours of sick leave for each calendar month of service. Sick leave may be accumulated up to nine hundred sixty (960) hours.
- SECTION 2** Sick leave with pay must be earned, however, sick leave may be advanced if approved by the City Manager. Employees may utilize their allowance of sick leave when unable to perform their work duties by reason of personal illness, job related fatigue, bodily injury, pregnancy, disease or exposure to contagious diseases under circumstances in which the health of other employees or the public would be endangered by attendance on duty. Sick leave with pay may also be taken to keep medical or dental appointments. It may also be granted for illness in the immediate family that requires the employee's personal care and attendance, in conjunction and accordance with the Family Medical Leave Act.
- SECTION 3** The Police Chief or authorized representative may investigate any sick leave taken by each employee. False or fraudulent use of sick leave shall be cause for disciplinary action and may result in dismissal.
- SECTION 4** If any employee is absent for reasons that entitle him/her to use sick leave, each employee or a member of his/her household shall notify the supervisor on duty at least thirty (30) minutes prior to scheduled reporting time. If any employee fails to notify the supervisor, when it was reasonably possible to do so, no sick leave shall be approved. Immediately upon return to work, each employee shall submit a leave form to the supervisor.
- SECTION 5** Funeral Leave: Funeral leave not to exceed three (3) days may be granted for the death of a member of employee's immediate family as defined in the Employee Personnel Manual. The City Manager may allow the use of sick leave in addition to the funeral leave if circumstances of the travel distance from Scottsbluff warrants such increase.
- SECTION 6** Job related injuries: Workers' compensation reports must be filed and signed within 48-hours after the accident has taken place, and sent directly to the city clerk. This is the responsibility of the employee, unless otherwise incapacitated, in which case the responsibility would fall on the direct supervisor.
- An employee who is unable to work as a result of a job-related injury or disease for which workers' compensation benefits are payable; that portion of the employee's regular salary which is not paid by the workers' compensation insurance carrier will be paid by the City.
- SECTION 7** Separation of employment: Upon separation of employment (other than dismissal for cause or resignation in lieu of dismissal for cause) after fifteen (15) years of consecutive years or more of service, each employee will be compensated for fifty (50) percent of accumulated sick leave.

ARTICLE XIX VACATION LEAVE

SECTION 1 Employees covered by this contract shall earn an annual amount of vacation as defined by the service years below:

- Zero (0) to five (5) years of service:
full-time employees: 80 hours of vacation leave;
- Six (6) to ten (10) years of service:
full-time employees: 112 hours of vacation leave;
- Eleven (11) to fifteen (15) years of service:
full-time employees 136 hours of vacation leave;
- Sixteen (16) or more years of service:
full-time employees: 160 hours of vacation leave.

SECTION 2 All vacation earned prior to the current pay period will be available for use up to the maximum allowed. The maximum amount of accumulated vacation will not exceed five (5) work weeks or 200 hours until the employee has achieved fifteen (15) years of service at which time the maximum increases to six (6) work weeks or 240 hours. *Maximum limits for employees covered by this contract will be enforced effective September 1, 1997.

SECTION 3 Vacation split: Vacation leave is given so that employees can relax from everyday work routine to return refreshed to their work and not suffer any loss of pay. Employees are encouraged to take vacation periods of at least one (1) work week subject to schedule approval by the Police Chief, to facilitate planning and scheduling of vacation leave; provided, an employee may take eight (8) hours, more or less, of vacation leave with the approval of the Police Chief.

SECTION 4 REQUEST FOR VACATION LEAVE: In order to be granted vacation leave, each employee must apply for same according to established Department procedures. The employee must submit a request to the Police Chief two weeks in advance. All

vacation leave taken must be shown on all payroll reporting and approved by the Police Chief, or delegated authority and The Human Resource Director.

The Police Chief can, for good cause, waive the notice of; at least two (2) weeks prior to the request for leave, relative to the request for use of eight (8) hours, more or less vacation leave.

ARTICLE XX UNIFORMS AND EQUIPMENT

- SECTION 1** All employees required to wear uniforms will have uniforms furnished by the City in sufficient supply so that each employee may at all times present a clean and neat appearance. Such uniforms shall not include socks or shoes which will be provided by the individuals. The City will provide a plan whereby overshoes will be furnished to each employee. These uniforms are City property and shall not be converted to personal use.
- SECTION 2** The City shall provide a uniform allowance of \$58.25 per month, to be paid to non-uniformed employees for the purpose of supplying civilian attire. The allowance will be paid to the non-uniformed officer on a calendar basis in December of each year, subject to a written agreement between the City and the employee being made to provide for a prorated refund to the City in the event that employee should terminate for any reason during the year in which the uniform allowance has been paid.
- SECTION 3** The City shall provide such police equipment as shall be required by the Department.
- SECTION 4** Regular replacement article shall be provided as necessary for reasonable wear or damage or loss of uniforms and equipment occurring while in the performance of duties. Old gear must be returned.
- SECTION 5** Repairs shall be provided by the City if the damage occurred in the line of duty. Alterations due to weight change are the responsibility of each employee.
- SECTION 6** The Police Chief may authorize repair or reimbursement for clothing of non-uniformed employees or of shoes of any employee when such clothing or shoes have been damaged while in the performance of duties. In addition, the Police Chief may authorize reimbursement for repairs or replacement of personal gear damaged while in the performance of duties, such as glasses, frames, lenses, watches, watch bands, flashlights, binoculars, which the officer customarily wears or uses either out of necessity or by choice while on duty.

SECTION 7 The City will provide for professional dry cleaning and minor repair services for uniformed officers and an equivalent of personal clothing for non-uniformed officers. The professional dry cleaning firm will be of the City's choice.

SECTION 8 The City will provide one pair of leather gloves per officer. The gloves will be provided to assure proper safety and appearance standard are maintained. At least two Union members will meet with the Police Chief and jointly it will be determined the type of gloves to be purchased.

ARTICLE XXI COLLEGE INCENTIVE PAY/TUITION REIMBURSEMENT

SECTION 1 In addition to his/her regular pay and any other compensation to which a college credit eligible member of the department as defined herein may otherwise be entitled, a college eligible employee of the department shall receive one-half percent of regular and overtime pay for each thirty (30) hours of college credit satisfactorily completed to up to ninety (90) hours of college credits satisfactorily completed, together with another one-half percent of regular pay upon attainment of a bachelor's degree, providing the conditions set forth in Section 3 to 5 inclusive, of this Article are met.

SECTION 2 For the purpose of this Article, a college credit eligible member of the department shall include all police officers of the department.

SECTION 3 All current college credit eligible members of the department shall be given credit for college hours earned in the past from an accredited college or university when sufficient proof of credits earned is supplied to the personnel officer.

SECTION 4 All college credit eligible employees desiring to take such courses from and after the effective date of this contract must first obtain approval in advance from the Police Chief

SECTION 5 Employees claiming compensation under this article must have a bachelors degree or all grades must be a least a "C" or better.

SECTION 6 In any case not specifically covered by the provisions of this Article, the determination as to whether such courses qualifies for college credit will be determined in the sole discretion of the City Manager.

SECTION 7 College incentive pay for each eligible employee will be provided beginning with the first pay period after the employee has provided the Personnel officer with proof of credits earned.

SECTION 8 Employees are eligible for tuition reimbursement limited to \$600 per fiscal year per officer and shall include books, tuition and fees. Reimbursement will be based on guidelines outlined in the City of Scottsbluff Personnel Manual.

ARTICLE XXII WAGES

All members of the bargaining unit as defined in Article 11 hereof, shall be paid according to the following pay schedule effective October 3, 2016.

HOURLY PAY SCHEDULE

Class Title	(6mo-1 year)						
	1	2	3	4	5	6	7
Officer	19.11	20.07	21.08	22.13	23.24	24.40	25.62
Sergeant	22.83	23.98	25.17	26.43	27.75	29.14	30.60

Non-Regular Employment: Time and one-half

At the end of probation, which is not less than six (6) months nor more than one (1) year after certification by the Nebraska Law Enforcement Training Center for police officers as provided by the Rules of the City's Civil Service Commission, and provided the probationary employee has demonstrated the capacity of fully performing the duties of the position fully satisfactorily as determined by the City Manager, each employee will be eligible for consideration of a raise to the next higher step of the position pay scale.

Thereafter, the step increment date for each employee will normally be the anniversary of the last increase, providing each employee's previous service has been satisfactory in every respect as determined by the City Manager. Certain circumstances such as a disciplinary action, extension of probation, extended absence from duty such as active military duty or leave without pay, or a promotion, may result in an employee taking longer than five years to go from Step 2 to Step 7.

Field Training Officers:

Field Training Officers shall receive an additional 3% of regular rate of pay, when they are actively training a new officer.

Shift Supervisor:

Officers acting as shift commander shall receive an additional 5% of regular rate of pay while serving as a shift supervisor.

On Call Pay-Investigators:

The On Call Investigator will receive 4 hours of straight pay for the week they are assigned On Call.

**ARTICLE XXIII
HEALTH INSURANCE**

HEALTH AND DENTAL INSURANCE

The City will provide health and dental insurance to members. Participation shall be subject to policies and procedures as established in the City Personnel Manual and/or Administrative Regulations. Members are provided with information to assist in making plan and benefit selection. Union representatives will be invited (as non-voting members) to the Health Insurance Management Committee meeting to review plan year and be advised of recommendations made by the Health Insurance Committee which affect health/dental plans &/or premiums. The purpose of a union representative attending this meetings is to get immediate informaton about any changes to the plan. It is the responsibility of the Union President to notify the City within 7 days after the Health Insurance Committee meeting if the Union desires to re-open the contract to negotiate health insurance &/or dental insurance, as allowed by Article XXXI of the contract.

Article XXXI of the SPOA's contract with the City of Scottsbluff states that during the term of the contract, negotiations may be re-opened for individual, specifically defined issues, such as cost of living increases, salary comparisons/increases, and health and dental premiums.

**ARTICLE XXIV
LIFE INSURANCE**

The City shall provide a \$30,000 term life insurance policy for each employee.

The City will provide a plan for optional purchase of additional life insurance coverage, the premium to be paid by each employee.

**ARTICLE XXV
DISABILITY INSURANCE**

The City shall provide long-term disability insurance for each employee.

ARTICLE XXVI NON-REGULAR AND OFF-DUTY EMPLOYMENT

SECTION 1 Off-duty employment is employment by an employer other than the City of Scottsbluff or self-employment. Such employment is permitted to the extent provided in the City's "Personnel Rules and Regulations" and the Police Department's "Policies and Procedures."

SECTION 2 Non-regular employment is:

1. Law enforcement work performed as an employee of the City at times other than during regular working hours and other than court time and overtime for departmental purposes, and
2. For which work the City is reimbursed by some other agency or individual.

Such employment will usually consist of providing security services, traffic and crowd control, etc. for non-city sponsored events such as athletic events, recreational events, special programs or shows or other special events which may create a crowd control or security risk situation.

SECTION 3 Non-regular employment will be arranged through the department according to procedures established by the Police Chief.

SECTION 4 Employees working on a non-regular employment assignment will be paid as provided in Article XXII.

ARTICLE XXVII RESIDENCE

All employees shall reside not to exceed fifteen (15) miles from the City limits but, regardless, not to exceed thirty (30) minutes response time to the Police Department from the time of notification by the department as determined by the Police Chief.

ARTICLE XXVIII PHYSICAL FITNESS PROGRAM

Any officer who wishes to participate in the physical fitness program and meets qualification of the program would be eligible to receive a city paid fitness benefit.

ENROLLMENT:

Police Officers will be able to sign up for the physical fitness program once a year, during the City's open enrollment period, usually in December. Membership would be for the next calendar year. New Officers hired after January 1 can enroll anytime during the calendar year. If the Officer chooses not to enroll in their first calendar year of employment, he/she shall wait until the next open enrollment to join.

- **YMCA** enrollment is processed through the office of Human Resources. Do not enroll at the YMCA facility. After Union President has signed enrollment form, forward form to HR.
- **OTHER FACILITY OPTION:** The City agrees to recognize other facilities as options in the police physical fitness program, however all facilities must be approved by the Union and City. It is the responsibility of the Officer to enroll into an approved facility. Officer is required to provide Union President with documentation showing proof of enrollment, payment and fees associated with the facility. Documentation of enrollment and membership fees must be attached to enrollment form. The Union President's signature will be required on all new enrollment forms verifying approval of facility. Officer's eligible for a City paid fitness benefit will be limited to receiving a benefit amount not to exceed the YMCA police single membership rate.

ATTENDANCE REQUIREMENTS:

Any officer participating in this program must provide documentation of a membership at an approved facility and proof that he/she has utilized the facility at least 50 times within the calendar year. An officer must spend at least 30 minutes engaging in some form of exercise for it to be considered a workout that applies towards meeting the attendance requirement.

The Officer will pay his/her monthly membership fee until such time as he/she has met the 50 times. Upon receiving documentation that the Officer met the attendance requirement of 50 times, the City will reimburse the fees already paid by the officer and the CITY will begin paying the monthly benefit/membership, not to exceed the YMCA single rate. Reimbursement of membership fees will only be allowed once and are determined by the original date of an enrollment into the fitness program. An Officer receiving a monthly City paid fitness benefit who does not meet the required 50 times during the calendar year, will be responsible for the fitness membership for the following calendar year. Once the Officer meets the attendance requirement after completing the year in which he/she is responsible for the City will once again begin paying the Officer's monthly fitness benefit. However, the Officer is not eligible for additional reimbursement.

Attendance Reports:

- **YMCA:** Monthly attendance reports are provided to the City by the YMCA.
- **OTHER FACILITY:** It will be the responsibility of the Officer to provide the Union President with valid and accurate attendance reports. If reporting is found to be untimely or not accurate the employee will not be eligible for the City paid benefit. The Union Presidents signature will be confirmation that the Union Member has meet the requirements of attendance at an approved facility. Attendance documents must be presented to Human Resources by the 20th of the month in order for a City paid benefit to be processed for the first pay period of the following month. Officer will not be eligible for back payments if information isn't presented to Human Resources timely.

MEMBERSHIP FEES:

- **YMCA:** The City will process membership's through payroll deduction. Employee's eligible for a City-paid benefit will receive their benefit as a taxable payroll transaction. The City will pay all memberships directly to the YMCA.
- **OTHER FACILITY:** It will be the Officer's responsibility to pay his/her membership directly to the fitness facility. The City will not be involved in the transfer of funds to "other facilities". Once the Officer has met the attendance requirement and documentation has been provided to Human Resources the City will process the Officer's benefit allowance through the payroll system, as a taxable payroll transaction.

CANCEL MEMBERSHIP:

- **YMCA: *DO NOT GO TO THE YMCA TO CANCEL MEMBERSHIP.** Cancellation must be done through the Human Resources Office. A form is required from HR and can be obtained upon request.
- **OTHER FACILITY:** It is the responsibility of the Officer to cancel his/her membership. It is also the responsibility of the Officer to notify the Union President and Human Resources immediately if a membership has been canceled. Failure to provide cancellation notice to City may result in the Officers denial of future participation in the program and the Officer will be financially responsible to reimburse the City for any benefits that were paid to the employee after the date in which the membership ended.

Officers wishing to change fitness facilities must wait until open enrollment, or the change will be considered a cancellation in fitness program during the current calendar year. The Officer will not be eligible for a City paid benefit until he/she has once again met the requirements of the program at a new facility.

HEALTH FAIR:

All Union members enrolled in the Physical Fitness Program shall participate in the City's annual Health Fair. The Health Fair may include a blood draw to test sugars and cholesterol, blood pressure, etc. The CITY agrees to pay for the testing if the member met the attendance requirement in the prior calendar year has a fitness membership at the time of the Health Fair. The CITY will pay for the testing for Officers who were hired and joined within the current calendar year but who have not yet met the attendance requirement.

Officers shall not be required to attend the CITY'S Health Fair if on that day they are sick, on scheduled vacation, on an active call, or have a reasonable excuse for not attending. However, in lieu of attending the CITY'S Health Fair, the Officer shall provide the CITY with verification that a similar screening from a qualified medical provider was conducted within the calendar year.

Officer's covered under the CITY'S health insurance plan have a wellness benefit that may cover the screening. No other CITY funds will be provided to pay for the individual screening.

ADDITIONAL INFORMATION

Non-participation in the fitness program will not allow the individual to be compensated monetarily or by any other means.

Falsely reporting membership or attendance records will result in disciplinary action. An Officer found at fault will be responsible for reimbursing fees to the City and will no longer be eligible for the City paid fitness benefit.

Family Membership:

YMCA family memberships are allowed, however the employee is responsible for the difference between the single and family membership fees. Member's interested in obtaining a family membership and currently have a single membership can contact Human Resources to change their membership to family, or the change may be made during the City's open enrollment period.

NEW RECRUITS:

An entrance fitness test based on the Cooper Standards will be administered to all applicants participating the the Civil Service Commission exam process. Applicants must pass this fitness test to be eligible for employment.

The SPOA agrees that they will assist the City in conducting this testing process.

ARTICLE XXIX STRIKES AND LOCK-OUTS

Neither the Union nor any officers, agents or employees will instigate, promote, sponsor, engage in or condone any strike, slowdown, concerted stoppage of work, or any other intentional interruption of operations of the Department by employees of the Department.

ARTICLE XXX SAVING CLAUSE

If any provision of this Contract is subsequent declared by the proper legislative or judicial authority to be unlawful or unenforceable or not in accordance with applicable statutes or ordinances, all other provisions of this Contract shall remain in full force and effect for the duration of this Contract.

ARTICLE XXXI CONTRACT LANGUAGE RE-OPENER

During the term of the contract, contract language may be modified if recommended by the Union and mutually agreed to by the City. The contract may be re-opened for individual, specifically defined issues only, such as cost of living increases, salary comparisons/increases, and health and dental premiums. This provision is not to be construed as a broad license to re-negotiate the contract in its entirety prior to the expiration of the contract.

ARTICLE XXXII TERMINATION OF AGREEMENT

This Agreement shall be effective as of the 1st day of October, 2016 and shall remain in full force and in effect until the 30th day of September, 2019. It shall automatically renew from year to year thereafter unless either party shall notify the other in writing no later than 180 days prior to expiration that one party wishes to terminate or modify the Agreement. Response time from receipt of such notice to modify shall be no later than April 15. In which event, the Agreement shall terminate on its expiration date. However, by agreement of the parties, the terms and conditions of the Agreement may be continued following expiration. In the event of a request for termination or modification, all of the terms and conditions of the Agreement are subject to negotiation and re-negotiation and new topics and subject matter may be brought up during the negotiations by either party.

IN WITNESS WHEREOF, the parties hereto have set their hands this ____ day
of _____, 2016.

**SCOTTSLUFF POLICE OFFICERS
ASSOCIATION, INC.**

By _____
President

CITY OF SCOTTSLUFF

By _____
Mayor

ATTEST:

City Clerk of the City of Scottsbluff

EXHIBIT "A"

AUTHORIZATION FOR PAYROLL DEDUCTION

By: _____
(Please print last name, first name, middle initial)

Classification: _____ SSN: _____

TO THE CITY OF SCOTTSBLUFF:

Effective the _____ day of _____, 20____, I hereby request and authorize you to deduct from my earnings on each pay period of each month, a sufficient amount to provide for the regular payment of the current rate of monthly UNION dues as certified by the UNION. The amount deducted shall be paid to the Treasurer of the Scottsbluff Police Officers Association, Inc. This authorization shall remain effective unless terminated by me by written notice to the CITY.

Signature: _____

Address: _____

Date: _____ City: _____ State: _____

Union Representative

AMENDED CONTRACT
WITH SCOTTSBLUFF POLICE OFFICER'S ASSOCIATION
ARTICLE XXII - WAGES
FOR FISCAL YEAR 2017-2018

The parties to this Contract —the City of Scottsbluff, Nebraska, a municipal corporation, and Scottsbluff Police Officer's Association—hereby agree as follows:

1. Wages

Wages become effective October 2, 2017 and include a 1% cost of living adjustment.

<u>Class Title</u>	<u>Hourly Pay Schedule</u>						
	<u>1</u>	<u>2</u>	<u>3</u>	<u>4</u>	<u>5</u>	<u>6</u>	<u>7</u>
Patrol Officer	19.30	20.27	21.28	22.34	23.46	24.63	25.86
Police Corporal	20.91	21.96	23.06	24.21	25.42	26.69	28.03
Police Sergeant	23.06	24.21	25.42	26.69	28.03	29.43	30.90

IN WITNESS THEREOF, the parties hereto have set their hands this ____ day of _____, 2017.

CITY OF SCOTTSBLUFF, NEBRASKA SCOTTSBLUFF POLICE OFFICER ASSOC.

Mayor

President

4. The Pay Schedule for the position of Firefighters, Fire Lieutenants and Fire Captains working a 56 hour week shall be the schedule approved in a Resolution adopted by the Mayor and City Council on October 7, 2019 and effective September 30, 2019.

<u>Class Title</u>	<u>Hourly Pay Schedule (56 hour week)</u>							
	1	2	3	4	5	6	7	8
Firefighter	13.95	14.65	15.38	16.15	16.96	17.81	18.70	19.64
Fire Lieutenant	16.04	16.85	17.68	18.57	19.50	20.48	21.50	22.58
Fire Captain	18.07	18.97	19.92	20.92	21.97	23.07	24.22	25.43

5. That the Pay Schedule for the position of Patrol Officer, Corporal and Police Sergeant shall be the Schedule approved in a resolution approved by the Mayor and City Council on October 7, 2019 to be effective September 30, 2019.

<u>Class Title</u>	<u>Hourly Pay Schedule</u>						
	1	2	3	4	5	6	7
Patrol Officer	19.49	20.47	21.49	22.56	23.70	24.88	26.12
Police Corporal	21.12	22.18	23.29	24.45	25.67	26.96	28.31
Police Sergeant	23.29	24.45	25.67	26.96	28.31	29.72	31.21

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

HOURLY POSITIONS – IBEW-UNION ELIGIBLE POSITIONS

<u>Grade</u>	<u>Class Titles</u>	<u>Grade</u>	<u>Class Titles</u>
13	Maintenance Worker - Water	16	Maintenance Mechanic
13	Maintenance Worker - Wastewater	17	Wastewater Plant Operator II
13	Transportation - Motor Equipment Operator	17	Water System Operator II
14	Wastewater Plant Operator I	17	Construction Locator Specialist
14	Water System Operator I	18	Lead Maintenance Mechanic
14	Transportation - Heavy Equipment Operator	19	Stormwater Program Specialist
14	Solid Waste Equipment Operator		

7. That the following Pay Schedule for the above listed IBEW eligible positions of the City of Scottsbluff, Nebraska employed in Classified Positions be approved October 7, 2019 and effective September 30, 2019.

PAY SCHEDULE – IBEW ELIGIBLE EMPLOYEES ONLY
HOURLY RATES (Based on 40 hour work week)

<u>Grade</u>	<u>A</u>	<u>B</u>	<u>C</u>	<u>D</u>	<u>E</u>	<u>L1</u>	<u>L2</u>
13	15.25	16.01	16.81	17.65	18.53	19.46	20.43
14	16.01	16.81	17.65	18.53	19.46	20.43	21.45
16	17.65	18.53	19.46	20.43	21.45	22.52	23.65
17	18.53	19.46	20.43	21.45	22.52	23.65	24.83
18	19.46	20.43	21.45	22.52	23.65	24.83	26.07
19	20.43	21.45	22.52	23.65	24.83	26.07	27.37

AMENDED CONTRACT
ARTICLE XXII
WAGES

Amend police pay schedule for fiscal year 2018-2019, effective October 1, 2018

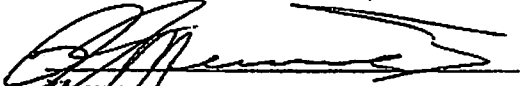
HOURLY PAY SCHEDULE

Class Title

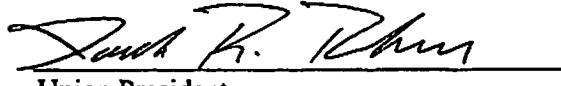
	1	2	3	4	5	6	7
Police Officer	19.49	20.47	21.49	22.56	23.70	24.88	26.16
Police Corporal	21.12	22.18	23.29	24.45	25.67	26.96	28.31
Police Sergeant	23.29	24.45	25.67	26.96	28.31	29.72	31.21

IN WITNESS THEREOF, the parties hereto have set their hands this 4th day of
~~September~~, 2018.

CITY OF SCOTTSBLUFF, NEBRASKA


Mayor

SCOTTSBLUFF POLICE OFFICER'S ASSOC.


Union President

City of Scottsbluff, Nebraska

Monday, March 16, 2020

Regular Meeting

Item Reports6

Council to discuss and consider action on the amended Pay Resolution 2019-2020 revising Police Officer and Lifeguard wages.

Staff Contact: Rick Kuckkahn, Interim City Manager

Agenda Statement

Item No.

For Meeting of:
March 16, 2020

AGENDA TITLE: Council to consider amended pay resolution 2019-2020 (Lifeguard wages)

SUBMITTED BY DEPARTMENT/ORGANIZATION: Administration

PRESENTATION BY: Rick Kuckkahn

SUMMARY EXPLANATION:

Lifeguard (Unclassified Position) – recommend pay increase of 40 cents per hour to provide a competitive wage in order to assist in recruitment and retention of seasonal lifeguards at the waterpark. (Support information and revised pay resolution attached)

BOARD/COMMISSION RECOMMENDATION:

STAFF RECOMMENDATION:

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

NOTIFICATION LIST: Yes ☐ No ☐ Further Instructions ☐

APPROVAL FOR SUBMITTAL: _____
City Manager

RESOLUTION NO.**BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF SCOTTSBLUFF, NEBRASKA:**

1. That the following Pay Plan for officers and employees of the City of Scottsbluff, Nebraska employed in Classified Positions be approved September 3, 2019 and effective October 1, 2019.

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

Grade	A	B	C	D	E	L1	L2
2	\$9.08	\$9.54	\$10.02	\$10.52	\$11.05	\$11.60	\$12.18
3	\$9.54	\$10.02	\$10.52	\$11.05	\$11.60	\$12.18	\$12.79
4	\$10.02	\$10.52	\$11.05	\$11.60	\$12.18	\$12.79	\$13.43
5	\$10.52	\$11.05	\$11.60	\$12.18	\$12.79	\$13.43	\$14.11
6	\$11.05	\$11.60	\$12.18	\$12.79	\$13.43	\$14.11	\$14.81
7	\$11.60	\$12.18	\$12.79	\$13.43	\$14.11	\$14.81	\$15.56
8	\$12.18	\$12.79	\$13.43	\$14.11	\$14.81	\$15.56	\$16.33
9	\$12.79	\$13.43	\$14.11	\$14.81	\$15.56	\$16.33	\$17.15
10	\$13.43	\$14.11	\$14.81	\$15.56	\$16.33	\$17.15	\$18.00
11	\$14.11	\$14.81	\$15.56	\$16.33	\$17.15	\$18.00	\$18.90
12	\$14.81	\$15.56	\$16.33	\$17.15	\$18.00	\$18.90	\$19.85
13	\$15.56	\$16.33	\$17.15	\$18.00	\$18.90	\$19.85	\$20.84
14	\$16.33	\$17.15	\$18.00	\$18.90	\$19.85	\$20.84	\$21.88
15	\$17.15	\$18.00	\$18.90	\$19.85	\$20.84	\$21.88	\$22.97
16	\$18.00	\$18.90	\$19.85	\$20.84	\$21.88	\$22.97	\$24.12
17	\$18.90	\$19.85	\$20.84	\$21.88	\$22.97	\$24.12	\$25.33
18	\$19.85	\$20.84	\$21.88	\$22.97	\$24.12	\$25.33	\$26.59
19	\$20.84	\$21.88	\$22.97	\$24.12	\$25.33	\$26.59	\$27.92
20	\$21.88	\$22.97	\$24.12	\$25.33	\$26.59	\$27.92	\$29.31

BI-WEEKLY RATES - EXEMPT EMPLOYEES

Grade	A	B	C	D	E	L1	L2
18	\$1,584.80	\$1,664.05	\$1,747.25	\$1,834.61	\$1,926.34	\$2,022.66	\$2,123.79
19	\$1,664.05	\$1,747.25	\$1,834.61	\$1,926.34	\$2,022.66	\$2,123.79	\$2,229.99
20	\$1,747.25	\$1,834.61	\$1,926.34	\$2,022.66	\$2,123.79	\$2,229.99	\$2,341.48
21	\$1,834.61	\$1,926.34	\$2,022.66	\$2,123.79	\$2,229.99	\$2,341.48	\$2,458.56
22	\$1,926.34	\$2,022.66	\$2,123.79	\$2,229.99	\$2,341.48	\$2,458.56	\$2,581.49
23	\$2,022.66	\$2,123.79	\$2,229.99	\$2,341.48	\$2,458.56	\$2,581.49	\$2,710.56
24	\$2,123.79	\$2,229.99	\$2,341.48	\$2,458.56	\$2,581.49	\$2,710.56	\$2,846.09
25	\$2,229.99	\$2,341.48	\$2,458.56	\$2,581.49	\$2,710.56	\$2,846.09	\$2,988.39
26	\$2,341.48	\$2,458.56	\$2,581.49	\$2,710.56	\$2,846.09	\$2,988.39	\$3,137.81
27	\$2,458.56	\$2,581.49	\$2,710.56	\$2,846.09	\$2,988.39	\$3,137.81	\$3,294.69
28	\$2,581.49	\$2,710.56	\$2,846.09	\$2,988.39	\$3,137.81	\$3,294.69	\$3,459.43
29	\$2,710.56	\$2,846.09	\$2,988.39	\$3,137.81	\$3,294.69	\$3,459.43	\$3,632.40
30	\$2,846.09	\$2,988.39	\$3,137.81	\$3,294.69	\$3,459.43	\$3,632.40	\$3,814.02
31	\$2,988.39	\$3,137.81	\$3,294.69	\$3,459.43	\$3,632.40	\$3,814.02	\$4,004.72

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

HOURLY POSITIONS - GENERAL EMPLOYEES ONLY

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

EXEMPT POSITIONS

Professional, Administrative and Executive

<u>Grade</u>	<u>Class Titles</u>	<u>Grade</u>	<u>Class Titles</u>
18	Librarian	26	Deputy Director of Finance
19	Recreation Supervisor	26	Deputy Director of Public Works
20	GIS Analyst	27	Director of Economic Development
22	Transportation Supervisor	27	Police Captain
22	Water System Supervisor	27	Director of Human Resources
22	Wastewater Plant Supervisor	29	Director of Public Works
22	Environmental Services Supervisor	29	Fire Chief
22	Code Administrator II	30	Police Chief
23	Planning Administrator	31	Director of Finance
24	City Clerk/Risk Manager		
24	Library Director		
24	Emergency Management Director		
24	Park Supervisor		

3. That the following pay schedule for officers and employees in Unclassified Positions of the City is approved March 16, 2020 and effective March 16, 2020.

Seasonal and Part-Time Hourly Rates

<u>Class Title</u>	<u>Hourly Pay Schedule</u>						
	1	2	3	4	5	6	7
School Crossing Guard	\$9.20	\$9.70	\$10.20	\$10.40	\$10.60	\$10.80	\$11.00
Library Page	\$9.20	\$9.70	\$10.20	\$10.40	\$10.60	\$10.80	\$11.00
Laborer	\$9.20	\$9.70	\$10.20	\$10.40	\$10.60	\$10.80	\$11.00
Field Mt. Grdskpr	\$9.60	\$10.10	\$10.60	\$10.80	\$11.00	\$11.20	\$11.40
Waterpark Aide	\$9.20	\$9.70	\$10.20	\$10.40	\$10.60	\$10.80	\$11.00
Lifeguard*	\$9.60	\$10.10	\$10.60	\$10.80	\$11.00	\$11.20	\$11.40

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

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

4. The Pay Schedule for the positions of Firefighters, Fire Lieutenants and Fire Captains working a 56 hour week shall be the schedule approved in a Resolution adopted by the May and City Council on February 3, 2020 and effective February 3, 2020.

Class Title

Hourly Pay Schedule (56 Hour Week)

	1	2	3	4	5	6	7	8
Firefighter	\$14.44	\$15.16	\$15.92	\$16.72	\$17.55	\$18.43	\$19.35	\$20.33
Fire Lieutenant	\$16.60	\$17.44	\$18.30	\$19.22	\$20.18	\$21.20	\$22.25	\$23.37
Fire Captain	\$18.70	\$19.63	\$20.62	\$21.65	\$22.74	\$23.88	\$25.07	\$26.32

5. That the Pay Schedule for the position of Patrol Officer, Corporal and Police Sergeant shall be the Schedule approved in a resolution approved by the Mayor and City Council on September 3, 2019 to be effective March 16, 2020.

Class Title

Hourly Pay Schedule

	1	2	3	4	5	6	7	
Patrol Officer	\$20.27	\$21.29	\$22.35	\$23.46	\$24.65	\$25.88	\$27.16	\$28.52
Police Corporal	\$21.96	\$23.07	\$24.22	\$25.43	\$26.70	\$28.04	\$29.44	\$30.91
Police Sergeant	\$24.22	\$25.43	\$26.70	\$28.04	\$29.44	\$30.91	\$32.46	\$34.08

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

Hourly Positions - IBEW Union Eligible Positions

<u>Grade</u>	<u>Class Titles</u>	<u>Grade</u>	<u>Class Titles</u>
13	Maintenance Worker - Water	16	Maintenance Mechanic
13	Maintenance Worker - Wastewater	17	Wastewater Plant Operator II
13	Transportation - Motor Equipment Operator	17	Water System Operator II
14	Wastewater Plant Operator I	17	Construction-Locator Specialist
14	Water System Operator I	18	Lead Maintenance Mechanic
14	Transportation - Heavy Equipment Operator	19	Stormwater Program Specialist
14	Solid Waste Equipment Operator		

7. That the following Pay Schedule for the above listed IBEW eligible positions of the City of Scottsbluff, Nebraska employed in Classified Positions be approved September 3, 2019 and Effective October 1, 2019.

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

<u>Grade</u>	<u>A</u>	<u>B</u>	<u>C</u>	<u>D</u>	<u>E</u>	<u>L1</u>	<u>L2</u>
13	\$15.25	\$16.01	\$16.81	\$17.65	\$18.53	\$19.46	\$20.43
14	\$16.01	\$16.81	\$17.65	\$18.53	\$19.46	\$20.43	\$21.45
16	\$17.65	\$18.53	\$19.46	\$20.43	\$21.45	\$22.52	\$23.65
17	\$18.53	\$19.46	\$20.43	\$21.45	\$22.52	\$23.65	\$24.83
18	\$19.46	\$20.43	\$21.45	\$22.52	\$23.65	\$24.83	\$26.07
19	\$20.43	\$21.45	\$22.52	\$23.65	\$24.83	\$26.07	\$27.37

8. Resolution No. 20-02-01 and all other resolutions in conflict with this resolution are repealed.

Passed and approved this 16th day of March, 2020

Mayor

ATTEST:

City Clerk

City of Scottsbluff, Nebraska

Monday, March 16, 2020

Regular Meeting

Item Reports⁷

Council discussion on a policy for conferences and conventions.

Staff Contact: Rick Kuckkahn, Interim City Manager

City of Scottsbluff, Nebraska

Monday, March 16, 2020

Regular Meeting

Item Reports8

Council to discuss and consider action regarding City responses to the Coronavirus.

Staff Contact: Rick Kuckkahn, Interim City Manager