

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

Regular Meeting
January 4, 2021
6:00 PM

1. Roll Call
2. Pledge of Allegiance.
3. **For public information, a copy of the Nebraska Open Meetings Act is available for review.**
4. Notice of changes in the agenda by the city clerk (Additions may not be made to this agenda less than 24 hours before the beginning of the meeting unless added under Item 5 of this agenda.)
5. Citizens with business not scheduled on the agenda (As required by state law, no matter may be considered under this item unless council determines that the matter requires emergency action.)
6. Closed Session
 - a) Council reserves the right to enter into closed session if deemed necessary if the item is on the agenda as per Section 84-1410 of the Nebraska Revised Statutes.
7. Scottsbluff Youth Council
 - a) (informational only):
8. Consent Calendar: (Items in the consent calendar are proposed for adoption by one action for all items unless any member of the council requests that an item be considered separately.)
 - a) Council to approve the minutes of the December 21, 2020 Regular Meeting.
9. Claims
 - a) Council to consider and take action on claims of the City.
10. Financial Report
 - a) Council to receive the November 2020 Financial Report.
11. Petitions, Communications, Public Input:
 - a) Council to discuss and consider action on the request to issue a special arts-related wine permit for the West Nebraska Arts Center, 106 East 18th Street and Special Designated Liquor License for an Art Exhibit Reception on February 4, 2021; 4:00-8:00 p.m.
 - b) Council to discuss and consider action on approving an indoor area approximately 130 x 25 including outdoor area approximately 25 x 9, located at 1820 Broadway for BDS3C, LLC d/b/a Flyover Brewing Company to their

existing class L, C, and K Liquor Licenses.

12. Bids & Awards:
 - a) Council to discuss and consider action on the quote from Safe Slide for repair and restoration of both Westmoor Pool Waterslides for the 2021 season for \$29,900.
13. Resolution & Ordinances:
 - a) Council to discuss and consider action on adopting the International Fire Code, 2018 Edition, and approve the Ordinance. (second reading)
 - b) Council to discuss and consider action on an Ordinance amending language in the Municipal Code regarding where the City Manager may reside.
14. Reports from Staff, Boards & Commissions:
 - a) Council to discuss and consider action on an Economic Development Agreement for CS Precision Manufacturing, Inc.
 - b) Council to discuss and consider action on authorizing the Mayor to sign the 2020 Rural Workforce Housing Investment Fund Entity Commitment Form.
 - c) Council to discuss and consider action on appointing Philip Mark Bohl as the City of Scottsbluff Street Superintendent for Jan. 1 through Dec. 31, 2021 for the purpose of the 2021 calendar year Highway Incentive Payment to be issued to the City by the NE Dept. of Transportation in February 2022.
 - d) Council to discuss and consider action on authorizing payment for drone flight for a video project from their \$500,000 special projects fund.
15. 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.
16. Adjournment.

City of Scottsbluff, Nebraska

Monday, January 4, 2021

Regular Meeting

Item Closed1

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

Staff Contact: City Council

City of Scottsbluff, Nebraska

Monday, January 4, 2021

Regular Meeting

Item Youth Cou 1

(informational only):

Staff Contact:

City of Scottsbluff, Nebraska

Monday, January 4, 2021

Regular Meeting

Item Consent1

Council to approve the minutes of the December 21, 2020 Regular Meeting.

Staff Contact: City Council

The Scottsbluff City Council met in a regular meeting on December 21, 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 December 18, 2020, in the Star Herald, a newspaper published and of general circulation in the City. The notice stated the date, hour and place of the meeting; that the meeting would be open to the public and that anyone attending was encouraged to wear a mask and to respect social distance guidelines. It also stated that anyone with a disability desiring reasonable accommodations to attend the Council meeting should contact the City Clerk's Office, and that an agenda of the meeting kept continuously current was available for public inspection at the office of the City Clerk in City Hall; provided, the City Council could modify the agenda at the meeting if it determined that an emergency so required. A similar notice had been emailed to each council member, made available to radio stations KNEB, KMOR, KOAQ, and television stations KSTF and NBC Nebraska, and the Star Herald. The notice was also available on the city's website on December 18, 2020. Mayor McKerrigan presided and City Clerk Wright recorded the proceedings. The meeting was called to order and the Pledge of Allegiance was recited. Mayor McKerrigan welcomed everyone and informed those in attendance that a copy of the Nebraska Open Meetings Act is posted in the back of the room on the west wall for the public's review. The following Council Members were present: Jeanne McKerrigan, Nathan Green, Jordan Colwell, Angela Scanlan, and Terry Schaub. Also present were City Attorney Kent Hadenfeldt and Interim City Manager Rick Kuckkahn. Absent: None. Mayor McKerrigan asked if there were any changes to the agenda. There were none. Mayor McKerrigan then asked if any citizens with business not scheduled on the agenda wished to include an item providing the City Council determines the item requires emergency action. There were none.

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

- a) The minutes of the December 7, 2020 Regular Meeting be approved,
- b) A liability claim be acknowledged at 1517 W. Overland, Scottsbluff. Council will not take action on the claim, "YEAS," Colwell, Scanlan, Green, Schaub, and McKerrigan. "NAYS," None. Absent: None.

Moved by Council Member Schaub, seconded by Council Member Scanlan, that the following claims, be approved and paid as provided by law out of the respective funds designated in the list of claims dated December 21, 2020, as on file with the City Clerk and submitted to the City Council, "YEAS," Green, Schaub, Scanlan, McKerrigan, and Colwell "NAYS," None. Absent: None.

CLAIMS

ACTION COMMUNICATIONS INC.,2-WAY RADIO FOR UNIT #826,1834.44; ADVANCE AUTO PARTS,WATER #38- ROTORS & BRAKE PADS,662.53; ASSURITY LIFE INSURANCE CO,LIFE INSURANCE,32.95; BERT GURNEY & ASSOCIATES INC,EQUIP MAINT,1920.91; BLUFFS FACILITY SOLUTIONS,JAN. SUP.,198.96;BNSF RAILWAY COMPANY,CONCRETE - RR PATHWAY,2033.33; CAPITAL BUSINESS SYSTEMS INC.,CONT. SRVCS.,178.24; CELLCO PARTNERSHIP,CELLPHONES,IPADS,TABLETS,836.45; CITY OF GERING,TRASH/RECYCLING DISPOSALFEES,40324.3;COMPUTERCONNECTIONINC,CONTRACTUAL-PD,44;ONTRACTORS MATERIALS INC.,DEPT SUP,3177.73;CREDIT BUREAU OF COUNCIL BLUFFS,FEE & EMPL.SCREENING - NOV 2020,61; CROELL INC,DEPT SUP,372.9; CYNTHIA GREEN,DEPT

SUPPLIES,69.98; DALE'S TIRE & RETREADING, INC.,NEW TIRES UNIT #801,3059.06; DELL MARKETING LP,TABLET REPLACEMENT FOR UNIT 2,2321.9; DOOLEY OIL INC,CENTRAL GARAGE- OIL,72.57;DUANE E. WOHLERS,HAULING E-WASTE TO COMMERCE CITY, CO,1600; DUSTIN RIEF,EXPENSE,1423.46; FARMERS IRRIGATION DISTRICT,2021 O & M ASSESSMENT,2262; FAT BOYS TIRE AND AUTO,NEW TIRES FOR BUCKET TRUCK,856.84; FEDERAL EXPRESS CORPORATION,POSTAGE,306.25;FLOYD'S TRUCK CENTER SCOTTSBLUFF,FIRE #E1- CRANKCASE VENTILATION KIT,196.33; FRANCISCO'S BUMPER TO BUMPER INC,TOW SERVICE-PD,830; FRANK IMPLEMENT CO,EQUIP MAINT,59.17; FREMONT MOTOR SCOTTSBLUFF, LLC,POLICE #5- WIRE ASSY,94.06; GALLS INC,CIP-PO-PATROL CARS,2925; GRAY TELEVISION GROUP INC,CONTRACTUAL SVC,1595;HOA SOLUTIONS, INC,EQUIP MAINT,340.42;IDEAL LAUNDRY AND CLEANERS, INC.,RUGS, SHOPTOWELS, MOPS,501.6; INGRAM LIBRARY SERVICES INC,Bks.,358.73;INTERNAL REVENUE SERVICE,WITHHOLDINGS,69214.83; INTRALINKS, INC,CONTRACT SERVICES - NOV.2020,2233.63; KNOW HOW LLC,OIL DRY,1220.63; LEE BHM CORP,SUBSCRIPTION,180.75; LEXISNEXIS RISK DATA MANAGEMENT,CONSULTING-PD,100; MACQUEEN EQUIPMENT INC,EQUIP MAINT,322.19; MADISON NATIONAL LIFE,LIFE INSURANCE EE,2445.19; MENARDS, INC,DEPT SUP,817.89; MES TEAM INC,OXYGEN CYLINDER REGULATORS,120; MIDWEST CONNECT, LLC,UTIL BILLING - NOVEMBER 2020,1618.8;MUNICIPAL EMERGENCY SERVICES INC,HYDROSTATIC TESTING OF SCBA CYLINDERS,735; MUNIMETRIX SYSTEMS CORP,IMAGESILO - NOV 2020,39.99; NE CHILD SUPPORT PAYMENT CENTER,NE CHILD SUPPORT PYBLE,1415.1; NE DEPT OF REVENUE,SALES TAX,28718.95; NE LAW ENFORCEMENT TRAINING CENTER,HARGES, SPENCER NLTEC,270; NEBRASKA RURAL WATER ASSOCIATION,SCHOOLS & CONF,450; NEBRASKA PUBLIC POWER DISTRICT,ELECTRIC,39201.35;NEBRASKA SAFETY & FIRE EQUIPEMENT INC.,EQUIP MAINT-PD,30; NEBRASKALAND TIRE INC,EQUIP MAINT,50.5;NEDA,ANNUAL MEMBERSHIP - STARR LEHL,150; NETWORKFLEET, INC,FLEET GPS SERVICES,305.23; NORTHWEST PIPE FITTINGS, INC. OF SCOTTSBLUFF,GROUND MAINT,244.7;OCLC ONLINE COMPUTER LIBRARY CENTER, INC,CONT. SRVCS.,378.16; OREGON TRAIL PLUMBING, HEATING & COOLING INC,BLDG MAINT-PD,95; PANHANDLE COOPERATIVE ASSOCIATION,GROUND MAINT PARKS,19297.35; PANHANDLE ENVIRONMENTAL SERVICES INC,CONTRACTUAL SVC,153; PAUL REED CONSTRUCTION & SUPPLY, INC,23 CLUB IMPROVEMENTS,107748.58; PLATTEVALLEYBANK,HEALTHSAVINGSACCOUNT,11172.13;POLYDYNEINC,CHEMICALS,5 379.93; QUILL CORPORATION,DEPT SUPPL-PD,103.97;RAILROAD MANAGEMENT CO III, LLC,RENT - LAND,956.8; REGIONAL CARE INC,CLAIMS,44169.25; RON'S TOWING,TOW DUMP TRUCK,475;S M E C,EMPLOYEE DEDUCTION,117.5;SANDBERG IMPLEMENT, INC,PARTS,300.07; SCB COUNTY,DEPT CNTRCL SRVCS,145; SCB FIREFIGHTERS UNION LOCAL 1454,FIRE EE DUES,300;SCB IBEW 1597 UNION DUES,SCB IBEW 1597 UNION DUES,479.99; SCOTT MCCLURE,EXPENSE,1073.35; SCOTTS BLUFF COUNTY COURT,LEGAL FEES-PD,187; SCOTTSBLUFF POLICE OFFICERS ASSOCIATION,POLICE EE DUES,1053; SCOTTSBLUFF SCREENPRINTING & EMBROIDERY, LLC,PLAQUES & NAMEPLATES - COUNCIL,98;SCOTTSBLUFF/GERINGCHAMBEROFCOMMERCE,MEMBERSHIPINVESTMENT, 6526; SHAFFER PUBLICATONS,SBSCR.,2055.77; SHERWIN WILLIAMS,GROUND MAINT PARK,43.82; SIMMONS OLSEN LAW FIRM, P.C.,CONTRACTUAL SERVICES,13455.79;

SOUNDSLEEPER SECURITY INC.,CONTRACTUAL-PD,14.95;SOUTHERN UNIFORM EQUIPMENT,UNIFORM SHIRTS (2 WHITE, 1 BLUE),164.98; THE PEAVEY CORP,INVEST SUPPL-PD,698.5; UNION BANK & TRUST,RETIREMENT,41401.95;UNITED STATES WELDING,C02 TANK RENTAL,43.3;WAKEFIELD & ASSOCIATES INC,WAGE ATTACHMENT,241.6; WESTERN PATHOLOGY CONSULTANTS, INC,RANDOM DOT TESTS - NOV 2020,273.75; WESTERN TRAVEL TERMINAL, LLC,VEH MAINT-PD,393; WYOMING CHILD SUPPORT ENFORCEMENT,CHILD SUPPORT,738.08; YOUNG MEN'S CHRISTIAN ASSOCIATION OF SCOTTSBLUFF, NE,YMCA,765; ZM LUMBER INC,HAIL REPAIR - SOCCER BLDG,473.53;

Mr. Anthony Mason, Executive Director and Katy Gompert, President of Riverside Discovery Center were present to give a presentation on the zoo. Mr. Mason explained they were closed for two months due to COVID and had to cancel several events, including school field trips. He did mention, all things considered, they still had a decent year. He explained with attendance, they are down about 10,000 compared to the previous year, but numbers from areas outside the county remained steady to what they were last year. Mr. Mason also commented attendance is getting better this fiscal year, as November and December have shown to be good months so far. He has taken pride, despite being down in numbers; that they are actually ahead of onsite attendance from 2015-2016.

Ms. Gompert came forward to explain parts of the budget. Regarding income, she first thanked the City for their generous contract and also thanked the community for their support. She added merchandise sales are up 28.9%, which is very significant since they have had fewer visitors. Also, memberships have grown, but they have had to cancel or modify special events to accommodate for COVID-19. With expenses, which was anticipated, but not budgeted correctly for, was a big increase in animal diet. That expense has gone up almost 28%, a major factor being the large mammals. She went on to mention they did receive additional funding that was not anticipated; \$50,000 in Cares funding and an additional \$20,000 in direct support. Mr. Mason also commented they received grants from the State of Nebraska and Scotts Bluff County Tourism. This money will be used to advertise the zoo in the Cheyenne area to bring more people to the state.

Mr. Kuckkahn presented the bid for the Two, New One-Ton Trucks to Team Chevrolet (truck) for \$28,488 per truck and Aulicks (flatbed) for \$10, 573 per flatbed, for a total of \$78,122. Mr. Kuckkahn explained the trucks are for the Public Works Department, they are in budget and staff is recommending approval. Council Member Colwell moved, seconded by Council Member Schaub, to approve the Two, New One-Ton Trucks for the Public Works Department totaling \$78,122, "YEAS," Scanlan, McKerrigan, Schaub, Colwell, and Green. "NAYS," None. Absent: None.

Regarding discussion and considering action on a preliminary and final plat of Lots 1 & 2 Imperial Acres Addition and approving the Resolution, Mr. Kuckkahn stated the subdivision is part of the packet, these are both for preliminary and final platting and the Planning Commission gave a positive recommendation. Council Member Scanlan made a motion, seconded by Council Member Schaub to approve the preliminary and final plat of Lots 1 & 2 Imperial Acres Addition and approve Resolution No. 20-12-05, "YEAS," Schaub, Colwell, McKerrigan, Green, and Scanlan. "NAYS," None. Absent: None.

RESOLUTION NO. 20-12-05

BE IT RESOLVED BY THE MAYOR AND CITY COUNCIL OF THE CITY OF

SCOTTSBLUFF, NEBRASKA:

WHEREAS, BE IT RESOLVED, the final plat of Lots 1 and 2, Imperial Acres Addition, a Replat of the West 140 feet of the North 210 feet of Tract 11, Imperial Acres Addition to the City of Scottsbluff, Scotts Bluff County, Nebraska, dated November 20, 2020, duly made, acknowledged and certified, is approved and the Mayor is authorized to sign the Final Plat on behalf of the City of Scottsbluff, Nebraska. Such Final Plat is ordered filed and recorded in the office of the Register of Deeds, Scotts Bluff County, Nebraska.

Passed and approved this 21st day of December, 2020.

Mayor

ATTEST:

City Clerk

Mr. Kuckkahn approached Council regarding the Resolution updating the bank signature card authorization, stating this is pro forma; we do this every time there is a reorganization of the Council or have a name change. Council Member Schaub moved, seconded by Council Member Scanlan to approve Resolution No. 20-12-06 updating the bank signature authorization and authorize the Mayor to sign the Resolution, "YEAS," McKerrigan, Green, Colwell, Scanlan, and Schaub. "NAYS," None. Absent: None.

RESOLUTION NO. 20- 12 - 06

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:

Jeanne McKerrigan OR
Jordan Colwell 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 Loutzenhiser 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 Loutzenhiser, 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 20-09-04 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 21st day of December, 2020.

Mayor

ATTEST:

City Clerk

Fire Chief Tom Schingle and Fire Prevention Office Anthony Murphy approached Council regarding approving the Ordinance to adopt the International Fire Code 2018 Edition. Mr. Schingle

explained last year the State requested we update our fire codes to a more current edition. Because the building code was updated to the 2018 International Building Code last year, it was decided we need to follow suit with the International Fire Code 2018 Edition to stay consistent. In addition, with this Ordinance, it will not only create harmony with the City codes, but the fire codes and state codes as well. Mr. Schingle explained the Planning Commission gave a positive recommendation to approve last year with the exception to residential fire sprinklers.

Mr. Murphy came forward and explained this update allows for newer technologies, clarifying part of the simplification leads to reduced requirements than what our existing code does.

Council then introduced the Ordinance to adopt the International Fire Code, 2018 Edition and was read by title on first reading: **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.**

Mr. Kuckkahn presented the Addendum for Contribution Under the Joint Funding Agreement for Water Resource Investigation explaining this Agreement is between the cities of Scottsbluff, Gering, Terrytown, and the County. Its main purpose is to monitor the river level for the flood plain. Council Member Scanlan moved, seconded by Council Member Colwell to approve the Addendum for Contribution Under the Joint Funding Agreement for Water Resource Investigation and authorize the Mayor to sign the Agreement, “YEAS,” Colwell, Scanlan, Green, Schaub, and McKerrigan. “NAYS,” None. Absent: None.

Regarding approving the renewal of the Agreement with Johnson Corrosion Engineering, Inc. for continuing the existing Water Tower Corrosion Control Service Program, Mr. Kuckkahn explained this Agreement has an annual charge of \$12,160 and it includes cathodic protection and washout/drain inspection service of water storage tanks owned and maintained by the City. Council Member Schaub moved, seconded by Council Member Scanlan to approve the Agreement with Johnson Corrosion Engineering Inc. for continuing the existing Water Tower Corrosion Control Service Program and authorize the Mayor to sign the Agreement, “YEAS,” Green, Schaub, Scanlan, McKerrigan, and Colwell. “NAYS,” None. Absent: None.

Mr. Kuckkahn approached Council regarding the Agreement with Vidal Salazar d/b/a Scotties Potties of Scottsbluff to provide, maintain and service portable toilets within the City, explaining we have portable toilets within a number of locations throughout the City. We put out a bid for this service and Mr. Salazar was the low bidder; this is a two year contract at \$475 per month and staff is recommending approval of the bid. Council Member Colwell made a motion, seconded by Council Member Scanlan to approve the Agreement with Vidal Salazar d/b/a Scotties Potties of Scottsbluff to provide, maintain and service portable toilets within the City and authorize the Mayor to sign the Agreement, “YEAS,” Scanlan, McKerrigan, Schaub, Colwell, and Green. “NAYS,” None. Absent: None.

Concerning the Agreement between the City of Scottsbluff and Panhandle Area Development District (PADD) for scope of work administration regarding the Community Development Block Grant awarded to the City for Owner Occupied Housing Rehabilitation, Mr. Kuckkahn explained this Agreement is for PADD to administer the scope of work and fees as outlined in the CDBG contract. The City was awarded the grant of \$732,500 last month. Council Member Schaub moved, seconded by

Council Member Scanlan to approve the Agreement between the City of Scottsbluff and Panhandle Area Development District for scope of work administration regarding the Community Development Block Grant awarded to the City for Owner Occupied Housing Rehabilitation and authorize the Mayor to sign the Agreement, “YEAS,” Schaub, Colwell, McKerrigan, Green, and Scanlan. “NAYS,” None. Absent: None.

Mr. Kuckkahn presented the Employment Agreement with Dustin Rief as City Manager, with Ms. Patricia Heminover with Baker Tilley participating by teleconference, via Zoom. Mr. Kuckkahn gave a brief overview of the contract, including salary and benefits, also mentioning that Mr. Rief would like to purchase a home in our extraterritorial jurisdiction, since he could not find real estate to fit his family’s needs within the City. After discussion, Council Member Schaub moved to approve the Employment Agreement with Dustin Rief as City Manager and authorize the Mayor to sign the Agreement. This was seconded by Council Member Scanlan, “YEAS,” Schaub, Colwell, McKerrigan, and Scanlan. “NAYS,” Green. Absent: None.

Regarding giving direction to staff involving language to amend the Scottsbluff Municipal Code with regards to the City Manager residence requirement, Legal Counsel Hadenfeldt suggested to Council they could change the City Code to read that the City Manager live within two miles of our extraterritorial jurisdiction rather than living in city limits. After discussion, Council Member Schaub moved, seconded by Council Member Colwell to amend the Scottsbluff Municipal Code with regards to the City Manager residence requirement to state the City Manager may reside within two miles of the extraterritorial jurisdiction of the City of Scottsbluff, “YEAS,” McKerrigan, Colwell, Scanlan, and Schaub. “NAYS,” Green. Absent: None.

Mr. Kuckkahn presented the Reserve Account Agreement with the City of Gering, explaining this Agreement controls how money in the Reserve Account is spent. He then introduced Ms. Annie Folck, Engineer with the City of Gering to give a brief overview and answer any questions. Ms. Folck approached Council and explained both communities, back in 2007, committed to put \$7.50 per ton into a fund which was earmarked to site and build a new landfill. The fund currently has approximately \$1.8 million in it and the Agreement simply states both communities must agree before any money is spent out of the fund. She further explained the administrators of the fund would be Gering’s City Administrator and Scottsbluff’s City Manager. Also, language in the Agreement states if one community decides to not go forward with the landfill, the other community keeps the funds to move forward on their own.

She added this Agreement is coming forward due to a possible land purchase in the future, which the next agenda item will go into more detail. Mayor McKerrigan asked if Council approved this if it would bind us to participating in the landfill. Mr. Kuckkahn stated no, this is just giving an opportunity to purchase property for a landfill. Council Member Green moved, seconded by Council Member Scanlan to approve the Reserve Account Agreement with the City of Gering and authorize the Mayor to sign the Agreement, “YEAS,” Colwell, Scanlan, Green, Schaub, and McKerrigan. “NAYS,” None. Absent: None.

Ms. Annie Folck, then gave an update concerning a new solid waste disposal site. She also presented the Solid Waste Disposal Site Exploration Agreement and Option to Purchase. Ms. Folck stated a site has been found in Sioux County that has potential, explaining when siting a new landfill there are many details to consider, such as being away from surface water, high ground water levels and airports. The potential site is about 16 miles north of Scottsbluff; it has access off Highway 71; it is far enough out that is out of the high river valley; and away from populated areas. Ms. Folck explained they are now ready to start drilling ground water monitoring wells, do soil borings and cultural resource surveys. She added this can get expensive, costing around \$150,000 to do the investigations and they

would like to have an Option to Purchase in place for protection. The Agreement states there will be a non-refundable sum of \$25,000 to enter the property to conduct and complete the evaluations and a down payment and earnest money deposit of \$20,000. The Agreement is good for five years and if everything works out they will purchase the property for \$2,355 per acre.

After discussion Council Member Green made a motion to move forward with the Solid Waste Disposal Site Exploration Agreement and Option to Purchase and authorize the Mayor to sign the Agreement. This was seconded by Council Member Scanlan, "YEAS," Green, Scanlan, and McKerrigan. "NAYS," Schaub and Colwell. Absent: None.

Under Council Reports, Council Member Green stated he went to a meeting regarding the landfill. Council Member Schaub commented the 911 Committee Meeting was cancelled. The Region 22 Board meeting was attended by Fire Chief Schingle who gave a brief update.

Council Member Scanlan moved, seconded by Council Member Colwell to adjourn the meeting at 7:24 p.m., "YEAS," Schaub, Colwell, McKerrigan, Green, and Scanlan. "NAYS," None. Absent: None.

Mayor

Attest:

City Clerk

City of Scottsbluff, Nebraska

Monday, January 4, 2021

Regular Meeting

Item Claims1

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

Staff Contact: Liz Loutzenhiser, Finance Director



Expense Approval Report

By Vendor Name

Post Dates 12/22/2020 - 1/4/2021

Description (Payable)	Account Name	Amount
Vendor: 02583 - ADVANCE AUTO PARTS		
Fund: 725 - CENTRAL GARAGE		
DEV SVCS SHEILA- OIL AND AIR F..EQUIPMENT MAINTENANCE		12.58
DEV SVCS GARY- OIL AND AIR FI... EQUIPMENT MAINTENANCE		11.18
TRANS #404- OIL FILTER	EQUIPMENT MAINTENANCE	3.14
WW #931- OIL FILTER	EQUIPMENT MAINTENANCE	3.14
TRANS #400- OIL FILTER	EQUIPMENT MAINTENANCE	3.14
POLICE #6- OIL FILTER	EQUIPMENT MAINTENANCE	3.14
POLICE #23- OIL FILTER	EQUIPMENT MAINTENANCE	3.14
Fund 725 - CENTRAL GARAGE Total:		39.46
Vendor 02583 - ADVANCE AUTO PARTS Total:		39.46
Vendor: 09021 - AIRGAS USA, LLC		
Fund: 621 - ENVIRONMENTAL SERVICES		
WELDING GLOVES	DEPARTMENT SUPPLIES	78.40
Fund 621 - ENVIRONMENTAL SERVICES Total:		78.40
Vendor 09021 - AIRGAS USA, LLC Total:		78.40
Vendor: 03711 - AMAZON.COM HEADQUARTERS		
Fund: 111 - GENERAL		
Dep. Sup.	DEPARTMENT SUPPLIES	20.85
Fund 111 - GENERAL Total:		20.85
Vendor 03711 - AMAZON.COM HEADQUARTERS Total:		20.85
Vendor: 02118 - ANITA'S GREENSCAPING INC		
Fund: 111 - GENERAL		
Cont. Svcs.	CONTRACTUAL SERVICES	255.00
Fund 111 - GENERAL Total:		255.00
Vendor 02118 - ANITA'S GREENSCAPING INC Total:		255.00
Vendor: 09716 - BLACK HILLS GAS DISTRIBUTION LLC		
Fund: 111 - GENERAL		
Monthly Energy Bill	HEATING FUEL	363.23
Monthly Energy Bill	HEATING FUEL	185.87
Monthly Energy Bill	HEATING FUEL	100.93
Monthly Energy Bill	HEATING FUEL	185.86
Monthly Energy Bill	HEATING FUEL	399.66
Monthly Energy Bill	HEATING FUEL	416.67
Monthly Energy Bill	HEATING FUEL	31.33
SENIOR CENTER	HEATING FUEL	232.35
Fund 111 - GENERAL Total:		1,915.90
Fund: 212 - TRANSPORTATION		
Monthly Energy Bill	HEATING FUEL	973.24
Fund 212 - TRANSPORTATION Total:		973.24
Fund: 621 - ENVIRONMENTAL SERVICES		
Monthly Energy Bill	HEATING FUEL	439.12
Fund 621 - ENVIRONMENTAL SERVICES Total:		439.12
Fund: 641 - WATER		
Monthly Energy Bill	HEATING FUEL	129.53
Fund 641 - WATER Total:		129.53
Fund: 725 - CENTRAL GARAGE		
Monthly Energy Bill	HEATING FUEL	224.18
Fund 725 - CENTRAL GARAGE Total:		224.18
Vendor 09716 - BLACK HILLS GAS DISTRIBUTION LLC Total:		3,681.97

Expense Approval Report

Post Dates: 12/22/2020 - 1/4/2021

Description (Payable)	Account Name	Amount
Vendor: 00405 - BLUFFS FACILITY SOLUTIONS		
Fund: 111 - GENERAL		
JANITORIAL SUPP	JANITORIAL SUPPLIES	53.99
Jan. Sup.	JANITORIAL SUPPLIES	195.18
Fund 111 - GENERAL Total:		249.17
Fund: 621 - ENVIRONMENTAL SERVICES		
BREAK ROOM SUPPLIES	DEPARTMENT SUPPLIES	16.99
Fund 621 - ENVIRONMENTAL SERVICES Total:		16.99
Fund: 631 - WASTEWATER		
DEPT SUP	DEPARTMENT SUPPLIES	79.19
Fund 631 - WASTEWATER Total:		79.19
Fund: 641 - WATER		
DEPT SUP	DEPARTMENT SUPPLIES	79.19
Fund 641 - WATER Total:		79.19
Vendor 00405 - BLUFFS FACILITY SOLUTIONS Total:		424.54
Vendor: 00735 - CAPITAL BUSINESS SYSTEMS INC.		
Fund: 111 - GENERAL		
CONTRACTUAL-PD	CONTRACTUAL SERVICES	51.00
Fund 111 - GENERAL Total:		51.00
Fund: 212 - TRANSPORTATION		
MONTHLY CHARGE FOR COPIER	CONTRACTUAL SERVICES	9.12
Fund 212 - TRANSPORTATION Total:		9.12
Fund: 621 - ENVIRONMENTAL SERVICES		
MONTHLY CHARGE FOR COPIER	CONTRACTUAL SERVICES	9.12
Fund 621 - ENVIRONMENTAL SERVICES Total:		9.12
Fund: 725 - CENTRAL GARAGE		
MONTHLY CHARGE FOR COPIER	CONTRACTUAL SERVICES	4.56
Fund 725 - CENTRAL GARAGE Total:		4.56
Vendor 00735 - CAPITAL BUSINESS SYSTEMS INC. Total:		73.80
Vendor: 07911 - CELLCO PARTNERSHIP		
Fund: 111 - GENERAL		
CELL PHONES-PD	PHONE & INTERNET	1,251.94
Fund 111 - GENERAL Total:		1,251.94
Vendor 07911 - CELLCO PARTNERSHIP Total:		1,251.94
Vendor: 02396 - CITIBANK N.A.		
Fund: 111 - GENERAL		
USB	DEPARTMENT SUPPLIES	29.99
PRINTER TONER FOR CHIEF AND..	DEPARTMENT SUPPLIES	233.69
USB	DEPARTMENT SUPPLIES	16.99
PRINTER TONER FOR STATION	DEPARTMENT SUPPLIES	191.99
INVEST SUPPL-PD	INVESTIGATIVE EXPENSES	27.99
ZACK CHAIR	DEPARTMENT SUPPLIES	139.99
Fund 111 - GENERAL Total:		640.64
Fund: 212 - TRANSPORTATION		
SUPP - WEEKLY PLANNER	DEPARTMENT SUPPLIES	23.98
Fund 212 - TRANSPORTATION Total:		23.98
Fund: 631 - WASTEWATER		
DEPT SUP	DEPARTMENT SUPPLIES	54.99
DEPT SUP	DEPARTMENT SUPPLIES	74.99
DEPT SUP	DEPARTMENT SUPPLIES	84.96
Fund 631 - WASTEWATER Total:		214.94
Fund: 721 - GIS SERVICES		
TAYLOR CHAIR	DEPARTMENT SUPPLIES	149.99

Expense Approval Report

Post Dates: 12/22/2020 - 1/4/2021

Description (Payable)	Account Name	Amount
EXTERNAL HARD DRIVE	DEPARTMENT SUPPLIES	62.28
Fund 721 - GIS SERVICES Total:		212.27
Vendor 02396 - CITIBANK N.A. Total:		1,091.83
Vendor: 05859 - CITIBANK, N.A.		
Fund: 212 - TRANSPORTATION		
SUPP - NUTS & BOLTS	DEPARTMENT SUPPLIES	64.80
Fund 212 - TRANSPORTATION Total:		64.80
Vendor 05859 - CITIBANK, N.A. Total:		64.80
Vendor: 03010 - COLONIAL LIFE & ACCIDENT INSURANCE COMPANY		
Fund: 713 - CASH & INVESTMENT POOL		
LIFE & DISABILITY INS	LIFE INS EE PAYABLE	22.75
LIFE & DISABILITY INS	DIS INC INS EE PAYABLE	25.95
Fund 713 - CASH & INVESTMENT POOL Total:		48.70
Vendor 03010 - COLONIAL LIFE & ACCIDENT INSURANCE COMPANY Total:		48.70
Vendor: 00267 - CONTRACTORS MATERIALS INC.		
Fund: 212 - TRANSPORTATION		
SUPP - DRILL	DEPARTMENT SUPPLIES	161.70
SUPP - REPL. RUMMERS	DEPARTMENT SUPPLIES	62.33
SIGNING SUPP - BANDING	DEPARTMENT SUPPLIES	170.02
Fund 212 - TRANSPORTATION Total:		394.05
Fund: 621 - ENVIRONMENTAL SERVICES		
STRETCH WRAP	DEPARTMENT SUPPLIES	109.76
Fund 621 - ENVIRONMENTAL SERVICES Total:		109.76
Vendor 00267 - CONTRACTORS MATERIALS INC. Total:		503.81
Vendor: 00406 - CRESCENT ELECT. SUPPLY COMP INC		
Fund: 212 - TRANSPORTATION		
ELECT., SUPP - PVC	DEPARTMENT SUPPLIES	12.80
ELECT. SUPP - PVC & VINYL TAPE	DEPARTMENT SUPPLIES	29.05
SUPP - DRILL BIT	DEPARTMENT SUPPLIES	57.16
Fund 212 - TRANSPORTATION Total:		99.01
Vendor 00406 - CRESCENT ELECT. SUPPLY COMP INC Total:		99.01
Vendor: 09767 - CROELL INC		
Fund: 641 - WATER		
DEPT SUP	DEPARTMENT SUPPLIES	139.10
DEPT SUP	DEPARTMENT SUPPLIES	196.88
Fund 641 - WATER Total:		335.98
Vendor 09767 - CROELL INC Total:		335.98
Vendor: 07689 - CYNTHIA GREEN		
Fund: 111 - GENERAL		
Dep. Sup.	DEPARTMENT SUPPLIES	22.82
Dep. Sup.	DEPARTMENT SUPPLIES	34.38
MAYOR STAMP	DEPARTMENT SUPPLIES	42.55
Fund 111 - GENERAL Total:		99.75
Vendor 07689 - CYNTHIA GREEN Total:		99.75
Vendor: 00234 - D & H ELECTRONICS INC.		
Fund: 212 - TRANSPORTATION		
SUPP - 12V BATTERIES	DEPARTMENT SUPPLIES	199.28
Fund 212 - TRANSPORTATION Total:		199.28
Vendor 00234 - D & H ELECTRONICS INC. Total:		199.28
Vendor: 00404 - DAS STATE ACCOUNTING-CENTRAL FINANCE		
Fund: 111 - GENERAL		
Monthly Long Distance	PHONE & INTERNET	4.18
Monthly Long Distance	PHONE & INTERNET	6.36
Monthly Long Distance	PHONE & INTERNET	0.73
Monthly Long Distance	PHONE & INTERNET	1.08

Expense Approval Report

Post Dates: 12/22/2020 - 1/4/2021

Description (Payable)	Account Name	Amount
Monthly Long Distance	PHONE & INTERNET	4.00
Monthly Long Distance	PHONE & INTERNET	9.16
Monthly Long Distance	PHONE & INTERNET	25.72
Monthly Long Distance	PHONE & INTERNET	9.93
Monthly Long Distance	PHONE & INTERNET	2.35
Monthly Long Distance	PHONE & INTERNET	2.35
Fund 111 - GENERAL Total:		65.86
Fund: 212 - TRANSPORTATION		
Monthly Long Distance	PHONE & INTERNET	6.76
Fund 212 - TRANSPORTATION Total:		6.76
Fund: 213 - CEMETERY		
Monthly Long Distance	PHONE & INTERNET	2.18
Fund 213 - CEMETERY Total:		2.18
Fund: 224 - ECONOMIC DEVELOPMENT		
Monthly Long Distance	PHONE & INTERNET	6.90
Fund 224 - ECONOMIC DEVELOPMENT Total:		6.90
Fund: 621 - ENVIRONMENTAL SERVICES		
Monthly Long Distance	PHONE & INTERNET	2.65
Fund 621 - ENVIRONMENTAL SERVICES Total:		2.65
Fund: 631 - WASTEWATER		
Monthly Long Distance	PHONE & INTERNET	7.07
Fund 631 - WASTEWATER Total:		7.07
Fund: 641 - WATER		
Monthly Long Distance	PHONE & INTERNET	3.73
Fund 641 - WATER Total:		3.73
Fund: 661 - STORMWATER		
Monthly Long Distance	PHONE & INTERNET	3.00
Fund 661 - STORMWATER Total:		3.00
Fund: 721 - GIS SERVICES		
Monthly Long Distance	PHONE & INTERNET	0.47
Fund 721 - GIS SERVICES Total:		0.47
Fund: 725 - CENTRAL GARAGE		
Monthly Long Distance	PHONE & INTERNET	1.95
Fund 725 - CENTRAL GARAGE Total:		1.95
Vendor 00404 - DAS STATE ACCOUNTING-CENTRAL FINANCE Total:		100.57
Vendor: 05335 - DAVID M GLENN JR.		
Fund: 111 - GENERAL		
TUITION REIMBURSEMENT FY20..TUITION SUPPORT		600.00
Fund 111 - GENERAL Total:		600.00
Vendor 05335 - DAVID M GLENN JR. Total:		600.00
Vendor: 03664 - DEINES IRRIGATION, INC		
Fund: 111 - GENERAL		
IRRIGATION MOTOR - SOCCER ... GROUNDS MAINTENANCE		8,128.98
Fund 111 - GENERAL Total:		8,128.98
Vendor 03664 - DEINES IRRIGATION, INC Total:		8,128.98
Vendor: 08687 - DELGADO LUPE		
Fund: 111 - GENERAL		
CONSULTING-PD	CONSULTING SERVICES	25.00
CONSULTING-PD	CONSULTING SERVICES	25.00
Fund 111 - GENERAL Total:		50.00
Vendor 08687 - DELGADO LUPE Total:		50.00

Expense Approval Report

Post Dates: 12/22/2020 - 1/4/2021

Description (Payable)	Account Name	Amount
Vendor: 10195 - DUSTIN RIEF		
Fund: 111 - GENERAL		
FIRST HALF MOVING EXPENSE	CONTRACTUAL SERVICES	7,500.00
Fund 111 - GENERAL Total:		7,500.00
Vendor 10195 - DUSTIN RIEF Total:		7,500.00
Vendor: 03950 - ENERGY LABORATORIES, INC DEPT 6250		
Fund: 641 - WATER		
SAMPLES	SAMPLES	135.00
Fund 641 - WATER Total:		135.00
Vendor 03950 - ENERGY LABORATORIES, INC DEPT 6250 Total:		135.00
Vendor: 02460 - FASTENAL COMPANY		
Fund: 111 - GENERAL		
UNIT 325	DEPARTMENT SUPPLIES	102.26
Fund 111 - GENERAL Total:		102.26
Fund: 212 - TRANSPORTATION		
SUPP - BOLTS	DEPARTMENT SUPPLIES	19.31
Fund 212 - TRANSPORTATION Total:		19.31
Vendor 02460 - FASTENAL COMPANY Total:		121.57
Vendor: 00548 - FEDERAL EXPRESS CORPORATION		
Fund: 111 - GENERAL		
HR POSTAGE	POSTAGE	23.19
Fund 111 - GENERAL Total:		23.19
Fund: 631 - WASTEWATER		
POSTAGE	POSTAGE	65.85
Fund 631 - WASTEWATER Total:		65.85
Fund: 641 - WATER		
POSTAGE	POSTAGE	392.10
POSTAGE	POSTAGE	48.85
Fund 641 - WATER Total:		440.95
Vendor 00548 - FEDERAL EXPRESS CORPORATION Total:		529.99
Vendor: 00794 - FLOYD'S TRUCK CENTER SCOTTSBLUFF		
Fund: 725 - CENTRAL GARAGE		
ES #812- VALVE	EQUIPMENT MAINTENANCE	17.54
TRANS #450- FILTERS	EQUIPMENT MAINTENANCE	44.10
ES #825- SEAT CUSHION	EQUIPMENT MAINTENANCE	132.24
ES #825- VALVE	EQUIPMENT MAINTENANCE	15.20
ES #825- FILTERS	EQUIPMENT MAINTENANCE	21.36
Fund 725 - CENTRAL GARAGE Total:		230.44
Vendor 00794 - FLOYD'S TRUCK CENTER SCOTTSBLUFF Total:		230.44
Vendor: 00060 - FRANCISCO'S BUMPER TO BUMPER INC		
Fund: 111 - GENERAL		
TOW SERVICE-PD	CONTRACTUAL SERVICES	220.00
TOW SERVICE-PD	CONTRACTUAL SERVICES	170.00
TOW SERVICE-PD	CONTRACTUAL SERVICES	170.00
TOW SERVICE-PD	CONTRACTUAL SERVICES	220.00
TOW SERVICE-PD	CONTRACTUAL SERVICES	220.00
TOW SERVICE-PD	CONTRACTUAL SERVICES	75.00
Fund 111 - GENERAL Total:		1,075.00
Vendor 00060 - FRANCISCO'S BUMPER TO BUMPER INC Total:		1,075.00
Vendor: 07904 - FREMONT MOTOR SCOTTSBLUFF, LLC		
Fund: 111 - GENERAL		
VEH MAINT-PD	VEHICLE MAINTENANCE	68.00
Fund 111 - GENERAL Total:		68.00
Vendor 07904 - FREMONT MOTOR SCOTTSBLUFF, LLC Total:		68.00

Expense Approval Report

Post Dates: 12/22/2020 - 1/4/2021

Description (Payable)	Account Name	Amount
Vendor: 00887 - FYR-TEK INC		
Fund: 111 - GENERAL		
BREATHING CYLINDER HANDW...	DEPARTMENT SUPPLIES	19.25
Fund 111 - GENERAL Total:		19.25
Vendor 00887 - FYR-TEK INC Total:		19.25
Vendor: 00022 - GENERAL ELECTRIC CAPITAL CORPORATION		
Fund: 111 - GENERAL		
EQUIP MAINT-PD	EQUIPMENT MAINTENANCE	11.37
LAUNDRY AND DISH DETERGEN...	DEPARTMENT SUPPLIES	101.00
DEPT SUPPLIES	DEPARTMENT SUPPLIES	153.48
Dep. Sup.	DEPARTMENT SUPPLIES	116.47
Fund 111 - GENERAL Total:		382.32
Fund: 631 - WASTEWATER		
DEPT SUP	DEPARTMENT SUPPLIES	294.45
DEPT SUP	DEPARTMENT SUPPLIES	272.88
Fund 631 - WASTEWATER Total:		567.33
Vendor 00022 - GENERAL ELECTRIC CAPITAL CORPORATION Total:		949.65
Vendor: 04371 - HAWKINS, INC.		
Fund: 641 - WATER		
CHEMICALS	CHEMICALS	2,992.00
Fund 641 - WATER Total:		2,992.00
Vendor 04371 - HAWKINS, INC. Total:		2,992.00
Vendor: 04299 - HD SUPPLY FACILITIES MAINTENANCE LTD		
Fund: 631 - WASTEWATER		
DEPT SUP	DEPARTMENT SUPPLIES	118.57
Fund 631 - WASTEWATER Total:		118.57
Fund: 641 - WATER		
DEPT SUP	DEPARTMENT SUPPLIES	117.42
DEPT SUP	DEPARTMENT SUPPLIES	790.00
Fund 641 - WATER Total:		907.42
Vendor 04299 - HD SUPPLY FACILITIES MAINTENANCE LTD Total:		1,025.99
Vendor: 00299 - HULLINGER GLASS & LOCKS INC.		
Fund: 111 - GENERAL		
Bldg. Main.	BUILDING MAINTENANCE	55.00
Fund 111 - GENERAL Total:		55.00
Vendor 00299 - HULLINGER GLASS & LOCKS INC. Total:		55.00
Vendor: 06423 - HYDROTEX PARTNERS, LTD		
Fund: 111 - GENERAL		
OIL/POWER KLEEN	VEHICLE MAINTENANCE	1,828.66
Fund 111 - GENERAL Total:		1,828.66
Fund: 725 - CENTRAL GARAGE		
PARKS STOCK- ESSENTIALUBE	EQUIPMENT MAINTENANCE	142.86
Fund 725 - CENTRAL GARAGE Total:		142.86
Vendor 06423 - HYDROTEX PARTNERS, LTD Total:		1,971.52
Vendor: 00525 - IDEAL LAUNDRY AND CLEANERS, INC.		
Fund: 111 - GENERAL		
MATS RUGS	CONTRACTUAL SERVICES	54.90
Jan. Sup.	JANITORIAL SUPPLIES	89.25
Fund 111 - GENERAL Total:		144.15
Fund: 212 - TRANSPORTATION		
SUPP - MATS, TOWELS	DEPARTMENT SUPPLIES	34.62
SUPP - MATS, TOWELS	DEPARTMENT SUPPLIES	34.62
Fund 212 - TRANSPORTATION Total:		69.24

Expense Approval Report

Post Dates: 12/22/2020 - 1/4/2021

Description (Payable)	Account Name	Amount
Fund: 631 - WASTEWATER		
CONTRACTUAL SVC	CONTRACTUAL SERVICES	41.05
Fund 631 - WASTEWATER Total:		41.05
Fund: 641 - WATER		
CONTRACTUAL SVC	CONTRACTUAL SERVICES	41.05
Fund 641 - WATER Total:		41.05
Fund: 725 - CENTRAL GARAGE		
CENTRAL GARAGE- RUGS & SH...	DEPARTMENT SUPPLIES	34.79
CENTRAL GARAGE- RUGS & SH...	DEPARTMENT SUPPLIES	36.18
CENTRAL GARAGE- RUGS & SH...	DEPARTMENT SUPPLIES	36.18
Fund 725 - CENTRAL GARAGE Total:		107.15
Vendor 00525 - IDEAL LAUNDRY AND CLEANERS, INC. Total:		402.64
Vendor: 09291 - INGRAM LIBRARY SERVICES INC		
Fund: 111 - GENERAL		
Bks.	BOOKS	55.82
Bks.	BOOKS	53.43
Fund 111 - GENERAL Total:		109.25
Vendor 09291 - INGRAM LIBRARY SERVICES INC Total:		109.25
Vendor: 00733 - INLAND TRUCK PARTS & SERVICE		
Fund: 641 - WATER		
EQUIP MAINT	EQUIPMENT MAINTENANCE	90.68
Fund 641 - WATER Total:		90.68
Vendor 00733 - INLAND TRUCK PARTS & SERVICE Total:		90.68
Vendor: 08154 - INTERNAL REVENUE SERVICE		
Fund: 713 - CASH & INVESTMENT POOL		
941 DEPOSIT	MEDICARE W/H EE PAYABLE	4,012.22
941 DEPOSIT	MEDICARE W/H EE PAYABLE	4,012.22
941 DEPOSIT	FICA W/H EE PAYABLE	14,237.38
941 DEPOSIT	FICA W/H EE PAYABLE	14,237.38
941 DEPOSIT	FED W/H EE PAYABLE	25,273.26
Fund 713 - CASH & INVESTMENT POOL Total:		61,772.46
Vendor 08154 - INTERNAL REVENUE SERVICE Total:		61,772.46
Vendor: 08525 - INTRALINKS, INC		
Fund: 111 - GENERAL		
MONTHLY BACKUP - PD, ADMIN...	CONTRACTUAL SERVICES	2,298.00
BACKUP LIBRARY	CONTRACTUAL SERVICES	218.00
Fund 111 - GENERAL Total:		2,516.00
Fund: 641 - WATER		
MONTHLY BACKUP - PD, ADMIN...	CONTRACTUAL SERVICES	119.00
Fund 641 - WATER Total:		119.00
Vendor 08525 - INTRALINKS, INC Total:		2,635.00
Vendor: 00192 - J G ELLIOTT CO.INC.		
Fund: 111 - GENERAL		
CC BOND	BONDING	40.00
Fund 111 - GENERAL Total:		40.00
Vendor 00192 - J G ELLIOTT CO.INC. Total:		40.00
Vendor: 06131 - JOHN DEERE FINANCIAL		
Fund: 111 - GENERAL		
EDGER BLADES	EQUIPMENT MAINTENANCE	19.95
Fund 111 - GENERAL Total:		19.95
Fund: 212 - TRANSPORTATION		
SUPP - SPRING SNAPS	DEPARTMENT SUPPLIES	34.32

Expense Approval Report

Post Dates: 12/22/2020 - 1/4/2021

Description (Payable)	Account Name	Amount
SUPP - BOLTS & LINKS	DEPARTMENT SUPPLIES	43.04
Fund 212 - TRANSPORTATION Total:		77.36
Vendor 06131 - JOHN DEERE FINANCIAL Total:		97.31
Vendor: 08067 - JOHN DEERE FINANCIAL		
Fund: 111 - GENERAL		
PATHWAY MARKERS	GROUNDS MAINTENANCE	94.63
Fund 111 - GENERAL Total:		94.63
Vendor 08067 - JOHN DEERE FINANCIAL Total:		94.63
Vendor: 09474 - JOHN DEERE FINANCIAL		
Fund: 111 - GENERAL		
GATOR REPAIR	EQUIPMENT MAINTENANCE	48.46
Fund 111 - GENERAL Total:		48.46
Fund: 725 - CENTRAL GARAGE		
PARKS #330- HYD COUPLERS & ...	EQUIPMENT MAINTENANCE	131.12
Fund 725 - CENTRAL GARAGE Total:		131.12
Vendor 09474 - JOHN DEERE FINANCIAL Total:		179.58
Vendor: 09747 - KNOW HOW LLC		
Fund: 111 - GENERAL		
ICE WIPE	VEHICLE MAINTENANCE	30.66
Fund 111 - GENERAL Total:		30.66
Fund: 212 - TRANSPORTATION		
SUPP - GROMMETS	DEPARTMENT SUPPLIES	8.62
PARTS FOR PRESSURE WASHER	EQUIPMENT MAINTENANCE	19.50
PARTS FOR PRESSURE WASHER	EQUIPMENT MAINTENANCE	7.46
Fund 212 - TRANSPORTATION Total:		35.58
Fund: 621 - ENVIRONMENTAL SERVICES		
BATTERIES AND BOLTS	VEHICLE MAINTENANCE	285.94
AIR CABIN FILTER, FITTINGS, W...	VEHICLE MAINTENANCE	220.33
SPRAY PAINT, BOLTS	DEPARTMENT SUPPLIES	30.51
WAND FOR POWER WASHER	EQUIPMENT MAINTENANCE	67.35
Fund 621 - ENVIRONMENTAL SERVICES Total:		604.13
Fund: 725 - CENTRAL GARAGE		
DEV SVCS GARY- WIPER BLADES	EQUIPMENT MAINTENANCE	36.32
PARKS #301- HOSE	EQUIPMENT MAINTENANCE	24.41
TRANS #433- CIRCUIT BREAKER	EQUIPMENT MAINTENANCE	38.66
TRANS #450- OIL AND AIR FILTE...	EQUIPMENT MAINTENANCE	46.94
CENTRAL GARAGE- OZZY JUICE	DEPARTMENT SUPPLIES	89.99
TRANS #450- AIR FILTER	EQUIPMENT MAINTENANCE	119.50
PARKS #319- IGNITION LOCK CY...	EQUIPMENT MAINTENANCE	18.40
PARKS #319- SENSOR & THROT...	EQUIPMENT MAINTENANCE	46.51
CENTRAL GARAGE- TUBING & C...	DEPARTMENT SUPPLIES	55.51
POLICE #3- BATTERY	EQUIPMENT MAINTENANCE	108.00
TRANS #447- OIL, AIR, FUEL FIL...	EQUIPMENT MAINTENANCE	75.18
Fund 725 - CENTRAL GARAGE Total:		659.42
Vendor 09747 - KNOW HOW LLC Total:		1,329.79
Vendor: 09872 - KRIZ DAVIS		
Fund: 212 - TRANSPORTATION		
ELECT. SUPP - BITS	DEPARTMENT SUPPLIES	163.88
ELECT. CORE FOR 27TH & I TRA...	DEPARTMENT SUPPLIES	360.97
BOX CORE FOR 27 & I TRAFFIC S...	DEPARTMENT SUPPLIES	309.06
ELECT. SUPP - FUSEHOLDER	DEPARTMENT SUPPLIES	32.52
Fund 212 - TRANSPORTATION Total:		866.43
Vendor 09872 - KRIZ DAVIS Total:		866.43

Expense Approval Report

Post Dates: 12/22/2020 - 1/4/2021

Description (Payable)	Account Name	Amount
Vendor: 03941 - LAWSON PRODUCTS, INC		
Fund: 725 - CENTRAL GARAGE		
CENTRAL GARAGE- MISC SHOP ...	DEPARTMENT SUPPLIES	429.35
Fund 725 - CENTRAL GARAGE Total:		429.35
Vendor 03941 - LAWSON PRODUCTS, INC Total:		429.35
Vendor: 10134 - LEE BHM CORP		
Fund: 111 - GENERAL		
NOV BILLING	LEGAL PUBLICATIONS	31.09
NOV BILLING	LEGAL PUBLICATIONS	413.73
NOV BILLING	LEGAL PUBLICATIONS	12.43
NOV BILLING	LEGAL PUBLICATIONS	97.71
NOV BILLING	LEGAL PUBLICATIONS	12.95
NOV BILLING	RECRUITMENT	1,376.32
Fund 111 - GENERAL Total:		1,944.23
Fund: 213 - CEMETERY		
NOV BILLING	LEGAL PUBLICATIONS	66.69
Fund 213 - CEMETERY Total:		66.69
Fund: 224 - ECONOMIC DEVELOPMENT		
NOV BILLING	PUBLICATIONS	65.15
Fund 224 - ECONOMIC DEVELOPMENT Total:		65.15
Vendor 10134 - LEE BHM CORP Total:		2,076.07
Vendor: 00242 - M.C. SCHAFF & ASSOCIATES, INC		
Fund: 212 - TRANSPORTATION		
ENG. SERVICES FOR AVENUE B ...	STREET PROJECTS	12,819.50
Fund 212 - TRANSPORTATION Total:		12,819.50
Vendor 00242 - M.C. SCHAFF & ASSOCIATES, INC Total:		12,819.50
Vendor: 08317 - MATHESON TRI-GAS INC		
Fund: 631 - WASTEWATER		
RENT MACHINES	RENT-MACHINES	124.21
Fund 631 - WASTEWATER Total:		124.21
Vendor 08317 - MATHESON TRI-GAS INC Total:		124.21
Vendor: 07628 - MENARDS, INC		
Fund: 111 - GENERAL		
DEPT SUPP	DEPARTMENT SUPPLIES	26.65
PATHWAY MARKERS	GROUNDS MAINTENANCE	121.29
PATHWAY	GROUNDS MAINTENANCE	99.00
PATHWAY	GROUNDS MAINTENANCE	79.20
BLADE - KUBOTA	EQUIPMENT MAINTENANCE	15.84
KUBOTA CAMPGROUND	EQUIPMENT MAINTENANCE	31.92
SHOP SUPPLIES	DEPARTMENT SUPPLIES	482.70
CITY SHOP GATE	GROUNDS MAINTENANCE	19.80
PAINT	GROUNDS MAINTENANCE	15.84
Fund 111 - GENERAL Total:		892.24
Fund: 212 - TRANSPORTATION		
SUPP - TORCH KIT	DEPARTMENT SUPPLIES	22.99
SUPP - CLAMPS & TIE DOWNS	DEPARTMENT SUPPLIES	18.27
SUPP - RUSTOLEUM & PAINT	DEPARTMENT SUPPLIES	29.46
SUPP - MAGNET & MAGNETIC ...	DEPARTMENT SUPPLIES	49.98
SUPP - BRUSHES & PAINT	DEPARTMENT SUPPLIES	16.95
SUPP - BULBS	DEPARTMENT SUPPLIES	13.96
HEATER FOR PAINT SHED	BUILDING MAINTENANCE	94.99
SUPP - OUTLET PLATE, FSE BOX	DEPARTMENT SUPPLIES	5.84
SUPP - CABLE TIES, PLUGS, OUT...	DEPARTMENT SUPPLIES	36.28
SUPP - PLUGS, HEX	DEPARTMENT SUPPLIES	19.85
SUPPLIES - MISC.	DEPARTMENT SUPPLIES	1.41
Fund 212 - TRANSPORTATION Total:		309.98

Expense Approval Report

Post Dates: 12/22/2020 - 1/4/2021

Description (Payable)	Account Name	Amount
Fund: 621 - ENVIRONMENTAL SERVICES		
PAINT AND SUPPLIES	DEPARTMENT SUPPLIES	61.31
Fund 621 - ENVIRONMENTAL SERVICES Total:		61.31
Fund: 631 - WASTEWATER		
DEPT SUP	DEPARTMENT SUPPLIES	31.74
DEPT SUP	DEPARTMENT SUPPLIES	4.93
Fund 631 - WASTEWATER Total:		36.67
Fund: 641 - WATER		
DEPT SUP	DEPARTMENT SUPPLIES	68.44
DEPT SUP	DEPARTMENT SUPPLIES	198.82
DEPT SUP	DEPARTMENT SUPPLIES	7.84
Fund 641 - WATER Total:		275.10
Vendor 07628 - MENARDS, INC Total:		1,575.30
Vendor: 00661 - MID-STATES ORGANIZED CRIME INFORMATION CENTER		
Fund: 111 - GENERAL		
MEMBERSHIPS-PD	MEMBERSHIPS	200.00
Fund 111 - GENERAL Total:		200.00
Vendor 00661 - MID-STATES ORGANIZED CRIME INFORMATION CENTER Total:		200.00
Vendor: 04082 - NE CHILD SUPPORT PAYMENT CENTER		
Fund: 713 - CASH & INVESTMENT POOL		
NE CHILD SUPPORT PAYABLE	CHILD SUPPORT EE PAY	1,415.10
Fund 713 - CASH & INVESTMENT POOL Total:		1,415.10
Vendor 04082 - NE CHILD SUPPORT PAYMENT CENTER Total:		1,415.10
Vendor: 00402 - NEBRASKA MACHINERY CO		
Fund: 631 - WASTEWATER		
EQUIP MAINT	EQUIPMENT MAINTENANCE	3,740.00
EQUIP MAINT	EQUIPMENT MAINTENANCE	2,684.00
Fund 631 - WASTEWATER Total:		6,424.00
Fund: 641 - WATER		
EQUIP MAINT	EQUIPMENT MAINTENANCE	759.35
Fund 641 - WATER Total:		759.35
Fund: 725 - CENTRAL GARAGE		
TRANS #477- FILTERS	EQUIPMENT MAINTENANCE	171.99
Fund 725 - CENTRAL GARAGE Total:		171.99
Vendor 00402 - NEBRASKA MACHINERY CO Total:		7,355.34
Vendor: 00578 - NEBRASKA PUBLIC POWER DISTRICT		
Fund: 111 - GENERAL		
SENIOR CENTER ELECTRICITY	ELECTRICITY	178.78
Fund 111 - GENERAL Total:		178.78
Fund: 631 - WASTEWATER		
ELECTRIC POWER	ELECTRIC POWER	12,868.94
ELECTRIC POWER	ELECTRIC POWER	202.44
Fund 631 - WASTEWATER Total:		13,071.38
Fund: 641 - WATER		
ELECTRIC POWER	ELECTRIC POWER	1,720.08
ELECTRIC POWER	ELECTRIC POWER	3,626.16
Fund 641 - WATER Total:		5,346.24
Vendor 00578 - NEBRASKA PUBLIC POWER DISTRICT Total:		18,596.40
Vendor: 09832 - NEBRASKALAND TIRE INC		
Fund: 631 - WASTEWATER		
EQUIP MAINT	EQUIPMENT MAINTENANCE	28.00
Fund 631 - WASTEWATER Total:		28.00
Vendor 09832 - NEBRASKALAND TIRE INC Total:		28.00

Expense Approval Report

Post Dates: 12/22/2020 - 1/4/2021

Description (Payable)	Account Name	Amount
Vendor: 08840 - ONE CALL CONCEPTS, INC		
Fund: 212 - TRANSPORTATION		
CABLE LOCATES	CONTRACTUAL SERVICES	101.22
Fund 212 - TRANSPORTATION Total:		101.22
Fund: 631 - WASTEWATER		
CABLE LOCATES	CONTRACTUAL SERVICES	101.22
Fund 631 - WASTEWATER Total:		101.22
Fund: 641 - WATER		
CABLE LOCATES	CONTRACTUAL SERVICES	101.23
Fund 641 - WATER Total:		101.23
Vendor 08840 - ONE CALL CONCEPTS, INC Total:		303.67
Vendor: 00487 - PANHANDLE ENVIRONMENTAL SERVICES INC		
Fund: 641 - WATER		
SAMPLES	SAMPLES	80.00
SAMPLES	SAMPLES	66.00
SAMPLES	SAMPLES	80.00
SAMPLES	SAMPLES	44.00
Fund 641 - WATER Total:		270.00
Vendor 00487 - PANHANDLE ENVIRONMENTAL SERVICES INC Total:		270.00
Vendor: 00017 - PANHANDLE HUMANE SOCIETY		
Fund: 111 - GENERAL		
JAN 2021 CONTRACT	CONTRACTUAL SERVICES	5,383.65
Fund 111 - GENERAL Total:		5,383.65
Vendor 00017 - PANHANDLE HUMANE SOCIETY Total:		5,383.65
Vendor: 01276 - PLATTE VALLEY BANK		
Fund: 713 - CASH & INVESTMENT POOL		
EE HSA	HSA EE PAYABLE	10,935.60
Fund 713 - CASH & INVESTMENT POOL Total:		10,935.60
Vendor 01276 - PLATTE VALLEY BANK Total:		10,935.60
Vendor: 09744 - PT HOSE AND BEARING		
Fund: 631 - WASTEWATER		
DEPT SUP	DEPARTMENT SUPPLIES	108.32
Fund 631 - WASTEWATER Total:		108.32
Vendor 09744 - PT HOSE AND BEARING Total:		108.32
Vendor: 04089 - REGIONAL CARE INC		
Fund: 812 - HEALTH INSURANCE		
CLAIMS	CLAIMS EXPENSE	37,784.47
FLEX	FLEXIBLE BENFT EXPENSES	954.60
HEALTH INS. PREMIUM - JANU...	PREMIUM EXPENSE	43,773.98
Fund 812 - HEALTH INSURANCE Total:		82,513.05
Vendor 04089 - REGIONAL CARE INC Total:		82,513.05
Vendor: 08204 - RIVERSIDE ZOOLOGICAL FOUNDATION		
Fund: 111 - GENERAL		
CONTRACT	CONTRACTUAL SERVICES	75,000.00
Fund 111 - GENERAL Total:		75,000.00
Vendor 08204 - RIVERSIDE ZOOLOGICAL FOUNDATION Total:		75,000.00
Vendor: 00366 - ROOSEVELT PUBLIC POWER DISTRICT		
Fund: 641 - WATER		
PUMPING POWER	ELECTRIC POWER	1,847.44
Fund 641 - WATER Total:		1,847.44
Vendor 00366 - ROOSEVELT PUBLIC POWER DISTRICT Total:		1,847.44

Expense Approval Report

Post Dates: 12/22/2020 - 1/4/2021

Description (Payable)	Account Name	Amount
Vendor: 09997 - RURAL HEALTH DEVELOPMENT, INC.		
Fund: 224 - ECONOMIC DEVELOPMENT		
LB 840 AGMT	ECONOMIC DEVELOPMENT	6,383.33
Fund 224 - ECONOMIC DEVELOPMENT Total:		6,383.33
Vendor 09997 - RURAL HEALTH DEVELOPMENT, INC. Total:		6,383.33
Vendor: 00026 - S M E C		
Fund: 713 - CASH & INVESTMENT POOL		
EE DEDUCTION	SMEC EE PAYABLE	123.50
Fund 713 - CASH & INVESTMENT POOL Total:		123.50
Vendor 00026 - S M E C Total:		123.50
Vendor: 00257 - SANDBERG IMPLEMENT, INC		
Fund: 111 - GENERAL		
SIDEWALK EDGER	DEPARTMENT SUPPLIES	515.77
EDGER PARTS	EQUIPMENT MAINTENANCE	47.19
HONDA PARTS	EQUIPMENT MAINTENANCE	49.51
Fund 111 - GENERAL Total:		612.47
Vendor 00257 - SANDBERG IMPLEMENT, INC Total:		612.47
Vendor: 02531 - SCB FIREFIGHTERS UNION LOCAL 1454		
Fund: 713 - CASH & INVESTMENT POOL		
FIRE EE DUES	FIRE UNION DUES EE PAY	300.00
Fund 713 - CASH & INVESTMENT POOL Total:		300.00
Vendor 02531 - SCB FIREFIGHTERS UNION LOCAL 1454 Total:		300.00
Vendor: 00273 - SCOTTSBLUFF POLICE OFFICERS ASSOCIATION		
Fund: 713 - CASH & INVESTMENT POOL		
POLICE EE DUES	POL UNION DUES EE PAY	1,053.00
Fund 713 - CASH & INVESTMENT POOL Total:		1,053.00
Vendor 00273 - SCOTTSBLUFF POLICE OFFICERS ASSOCIATION Total:		1,053.00
Vendor: 01271 - SCOTTSBLUFF SCREENPRINTING & EMBROIDERY, LLC		
Fund: 111 - GENERAL		
UNIFORMS-PD	UNIFORMS & CLOTHING	26.00
UNIFORMS-PD	UNIFORMS & CLOTHING	17.80
Fund 111 - GENERAL Total:		43.80
Vendor 01271 - SCOTTSBLUFF SCREENPRINTING & EMBROIDERY, LLC Total:		43.80
Vendor: 01031 - SIMON CONTRACTORS		
Fund: 641 - WATER		
DEPT SUP	DEPARTMENT SUPPLIES	406.61
Fund 641 - WATER Total:		406.61
Vendor 01031 - SIMON CONTRACTORS Total:		406.61
Vendor: 00513 - SNELL SERVICES INC.		
Fund: 111 - GENERAL		
Bldg. Main.	BUILDING MAINTENANCE	323.00
Fund 111 - GENERAL Total:		323.00
Vendor 00513 - SNELL SERVICES INC. Total:		323.00
Vendor: 00054 - STATE HEALTH LAB		
Fund: 641 - WATER		
SAMPLES	SAMPLES	1,706.00
Fund 641 - WATER Total:		1,706.00
Vendor 00054 - STATE HEALTH LAB Total:		1,706.00
Vendor: 01235 - STATE OF NE.		
Fund: 111 - GENERAL		
CONTRACTUAL-PD	CONTRACTUAL SERVICES	315.00
Fund 111 - GENERAL Total:		315.00
Vendor 01235 - STATE OF NE. Total:		315.00

Expense Approval Report

Post Dates: 12/22/2020 - 1/4/2021

Description (Payable)	Account Name	Amount
Vendor: 01325 - THE PEAVEY CORP		
Fund: 111 - GENERAL		
INVEST SUPPL-PD	INVESTIGATIVE EXPENSES	158.60
INVEST SUPPL-PD	INVESTIGATIVE EXPENSES	26.50
Fund 111 - GENERAL Total:		185.10
Vendor 01325 - THE PEAVEY CORP Total:		185.10
Vendor: 08002 - TOYOTA MOTOR CREDIT CORPORATION		
Fund: 218 - PUBLIC SAFETY		
HIDTA CAR LEASE	DEPARTMENT SUPPLIES	343.53
Fund 218 - PUBLIC SAFETY Total:		343.53
Vendor 08002 - TOYOTA MOTOR CREDIT CORPORATION Total:		343.53
Vendor: 05087 - TRAFFIC PARTS, INC		
Fund: 212 - TRANSPORTATION		
LED BALLS FOR TRAFFIC SIGNALS	DEPARTMENT SUPPLIES	3,941.49
GREEN LEDS FOR TRAFFIC SIGN...	DEPARTMENT SUPPLIES	561.60
Fund 212 - TRANSPORTATION Total:		4,503.09
Vendor 05087 - TRAFFIC PARTS, INC Total:		4,503.09
Vendor: 00568 - TWIN CITY AUTO, INC		
Fund: 212 - TRANSPORTATION		
SNOW PLOW OIL	OIL & ANTIFREEZE	20.74
Fund 212 - TRANSPORTATION Total:		20.74
Vendor 00568 - TWIN CITY AUTO, INC Total:		20.74
Vendor: 08821 - TYLER TECHNOLOGIES, INC		
Fund: 621 - ENVIRONMENTAL SERVICES		
MONTHLY UB ONLINE	CONTRACTUAL SERVICES	116.00
Fund 621 - ENVIRONMENTAL SERVICES Total:		116.00
Fund: 631 - WASTEWATER		
MONTHLY UB ONLINE	CONTRACTUAL SERVICES	116.00
Fund 631 - WASTEWATER Total:		116.00
Fund: 641 - WATER		
MONTHLY UB ONLINE	CONTRACTUAL SERVICES	116.00
Fund 641 - WATER Total:		116.00
Vendor 08821 - TYLER TECHNOLOGIES, INC Total:		348.00
Vendor: 09865 - UNION BANK & TRUST		
Fund: 713 - CASH & INVESTMENT POOL		
RETIREMENT CONTRIBUTIONS	REGULAR RETIRE EE PAY	7,851.11
RETIREMENT CONTRIBUTIONS	REGULAR RETIRE EE PAY	7,561.57
RETIREMENT CONTRIBUTIONS	DEFERRED COMP EE PAY	1,732.62
RETIREMENT CONTRIBUTIONS	DEFERRED COMP EE PAY	490.00
RETIREMENT CONTRIBUTIONS	RETIRE FIRE EE PAYABLE	5,036.20
RETIREMENT CONTRIBUTIONS	RETIRE FIRE EE PAYABLE	2,683.09
RETIREMENT CONTRIBUTIONS	RETIRE POLICE EE PAY	5,695.26
RETIREMENT CONTRIBUTIONS	RETIRE POLICE EE PAY	6,059.56
Fund 713 - CASH & INVESTMENT POOL Total:		37,109.41
Vendor 09865 - UNION BANK & TRUST Total:		37,109.41
Vendor: 09840 - UNITED STATES WELDING		
Fund: 621 - ENVIRONMENTAL SERVICES		
CO2 TANK RENTAL	DEPARTMENT SUPPLIES	43.30
Fund 621 - ENVIRONMENTAL SERVICES Total:		43.30
Vendor 09840 - UNITED STATES WELDING Total:		43.30
Vendor: 08828 - US BANK		
Fund: 111 - GENERAL		
GFOA - WEBINAR	SCHOOL & CONFERENCE	135.00
NE SOCIETY OF CPAS - COURSE...	SCHOOL & CONFERENCE	175.00
CERTIFIED LETTER - FIRE PREVE...	POSTAGE	6.95

Expense Approval Report

Post Dates: 12/22/2020 - 1/4/2021

Description (Payable)	Account Name	Amount
Dep. Sup.	DEPARTMENT SUPPLIES	7.45
DEPT SUPPL-PD	DEPARTMENT SUPPLIES	30.98
EMERGENCY WARNING LIGHTS-...	DEPARTMENT SUPPLIES	29.99
NATIONAL REGISTRY EMT- HOU...	MEMBERSHIPS	20.00
NATIONAL REGISTRY EMT- GABIS	MEMBERSHIPS	20.00
Cont. Svcs.	CONTRACTUAL SERVICES	12.99
INVEST SUPPL-PD	INVESTIGATIVE EXPENSES	71.05
DEPT SUPPL-PD	DEPARTMENT SUPPLIES	35.34
DEPT SUPPL-PD	DEPARTMENT SUPPLIES	35.34
DEPT SUPPL-PD	DEPARTMENT SUPPLIES	59.22
SCHOOLS & CONF-PD	SCHOOL & CONFERENCE	38.32
NATIONAL REGISTRY EMT- HOB...	MEMBERSHIPS	20.00
FIREARMS-PD	FIREARMS SUPPLIES	299.80
GASOLINE-PD	GASOLINE	24.60
GASOLINE-PD	GASOLINE	33.09
NATIONAL REGISTRY EMT- LEVI...	MEMBERSHIPS	20.00
YE PAYROLL FORMS	DEPARTMENT SUPPLIES	94.60
Fund 111 - GENERAL Total:		1,169.72
Fund: 621 - ENVIRONMENTAL SERVICES		
BOOST FACEBOOK POST	DEPARTMENT SUPPLIES	15.57
Fund 621 - ENVIRONMENTAL SERVICES Total:		15.57
Fund: 631 - WASTEWATER		
LICENSE & PERMITS	LICENSE/PERMITS	43.00
Fund 631 - WASTEWATER Total:		43.00
Vendor 08828 - US BANK Total:		1,228.29
Vendor: 10177 - WAKEFIELD & ASSOCIATES INC		
Fund: 713 - CASH & INVESTMENT POOL		
WAGE ATTACHMENT	WAGE ATTACHMENT EE PAY	241.60
Fund 713 - CASH & INVESTMENT POOL Total:		241.60
Vendor 10177 - WAKEFIELD & ASSOCIATES INC Total:		241.60
Vendor: 00209 - WESTERN PLAINS BUSINESS FORMS INC		
Fund: 621 - ENVIRONMENTAL SERVICES		
CONSTRUCTION DUMPSTER AP...	DEPARTMENT SUPPLIES	345.00
Fund 621 - ENVIRONMENTAL SERVICES Total:		345.00
Vendor 00209 - WESTERN PLAINS BUSINESS FORMS INC Total:		345.00
Vendor: 03709 - WYOMING CHILD SUPPORT ENFORCEMENT		
Fund: 713 - CASH & INVESTMENT POOL		
WY 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: 03379 - ZM LUMBER INC		
Fund: 111 - GENERAL		
GORILLA TAPE	DEPARTMENT SUPPLIES	26.67
GATE	GROUNDS MAINTENANCE	21.96
Fund 111 - GENERAL Total:		48.63
Vendor 03379 - ZM LUMBER INC Total:		48.63
Grand Total:		378,842.33

Report Summary

Fund Summary

Fund	Expense Amount	Payment Amount
111 - GENERAL	113,682.49	0.00
212 - TRANSPORTATION	20,592.69	0.00
213 - CEMETERY	68.87	0.00
218 - PUBLIC SAFETY	343.53	0.00
224 - ECONOMIC DEVELOPMENT	6,455.38	0.00
621 - ENVIRONMENTAL SERVICES	1,841.35	0.00
631 - WASTEWATER	21,146.80	0.00
641 - WATER	16,102.50	0.00
661 - STORMWATER	3.00	0.00
713 - CASH & INVESTMENT POOL	113,737.45	113,737.45
721 - GIS SERVICES	212.74	0.00
725 - CENTRAL GARAGE	2,142.48	0.00
812 - HEALTH INSURANCE	82,513.05	38,739.07
Grand Total:	378,842.33	152,476.52

Account Summary

Account Number	Account Name	Expense Amount	Payment Amount
111-52111-111	DEPARTMENT SUPPLIES	248.08	0.00
111-52111-113	DEPARTMENT SUPPLIES	42.55	0.00
111-52111-141	DEPARTMENT SUPPLIES	611.26	0.00
111-52111-142	DEPARTMENT SUPPLIES	125.54	0.00
111-52111-151	DEPARTMENT SUPPLIES	201.97	0.00
111-52111-171	DEPARTMENT SUPPLIES	1,294.04	0.00
111-52111-172	DEPARTMENT SUPPLIES	46.98	0.00
111-52121-111	JANITORIAL SUPPLIES	53.99	0.00
111-52121-151	JANITORIAL SUPPLIES	284.43	0.00
111-52162-142	FIREARMS SUPPLIES	299.80	0.00
111-52163-142	INVESTIGATIVE EXPENSES	284.14	0.00
111-52181-142	UNIFORMS & CLOTHING	43.80	0.00
111-52222-151	BOOKS	109.25	0.00
111-52311-141	MEMBERSHIPS	80.00	0.00
111-52311-142	MEMBERSHIPS	200.00	0.00
111-52411-112	POSTAGE	23.19	0.00
111-52411-141	POSTAGE	6.95	0.00
111-52511-142	GASOLINE	57.69	0.00
111-53111-111	CONTRACTUAL SERVICES	54.90	0.00
111-53111-114	CONTRACTUAL SERVICES	7,500.00	0.00
111-53111-116	CONTRACTUAL SERVICES	2,516.00	0.00
111-53111-142	CONTRACTUAL SERVICES	6,824.65	0.00
111-53111-151	CONTRACTUAL SERVICES	267.99	0.00
111-53111-172	CONTRACTUAL SERVICES	75,000.00	0.00
111-53121-142	CONSULTING SERVICES	50.00	0.00
111-53161-111	LEGAL PUBLICATIONS	31.09	0.00
111-53161-115	LEGAL PUBLICATIONS	413.73	0.00
111-53161-121	LEGAL PUBLICATIONS	12.43	0.00
111-53161-142	LEGAL PUBLICATIONS	97.71	0.00
111-53161-171	LEGAL PUBLICATIONS	12.95	0.00
111-53421-151	BUILDING MAINTENANCE	378.00	0.00
111-53441-142	EQUIPMENT MAINTENAN...	11.37	0.00
111-53441-171	EQUIPMENT MAINTENAN...	212.87	0.00
111-53451-142	VEHICLE MAINTENANCE	68.00	0.00
111-53451-171	VEHICLE MAINTENANCE	1,859.32	0.00
111-53471-171	GROUPS MAINTENANCE	8,580.70	0.00
111-53511-172	ELECTRICITY	178.78	0.00
111-53521-111	HEATING FUEL	363.23	0.00
111-53521-141	HEATING FUEL	185.87	0.00
111-53521-142	HEATING FUEL	286.79	0.00

Account Summary

Account Number	Account Name	Expense Amount	Payment Amount
111-53521-151	HEATING FUEL	399.66	0.00
111-53521-171	HEATING FUEL	416.67	0.00
111-53521-172	HEATING FUEL	263.68	0.00
111-53561-111	PHONE & INTERNET	4.18	0.00
111-53561-112	PHONE & INTERNET	6.36	0.00
111-53561-114	PHONE & INTERNET	0.73	0.00
111-53561-115	PHONE & INTERNET	1.08	0.00
111-53561-121	PHONE & INTERNET	4.00	0.00
111-53561-141	PHONE & INTERNET	9.16	0.00
111-53561-142	PHONE & INTERNET	1,277.66	0.00
111-53561-151	PHONE & INTERNET	9.93	0.00
111-53561-171	PHONE & INTERNET	2.35	0.00
111-53561-172	PHONE & INTERNET	2.35	0.00
111-53711-111	SCHOOL & CONFERENCE	310.00	0.00
111-53711-142	SCHOOL & CONFERENCE	38.32	0.00
111-53741-112	TUITION SUPPORT	600.00	0.00
111-53811-115	BONDING	40.00	0.00
111-53913-112	RECRUITMENT	1,376.32	0.00
212-52111-212	DEPARTMENT SUPPLIES	6,540.16	0.00
212-52531-212	OIL & ANTIFREEZE	20.74	0.00
212-53111-212	CONTRACTUAL SERVICES	110.34	0.00
212-53421-212	BUILDING MAINTENANCE	94.99	0.00
212-53441-212	EQUIPMENT MAINTENAN...	26.96	0.00
212-53521-212	HEATING FUEL	973.24	0.00
212-53561-212	PHONE & INTERNET	6.76	0.00
212-54322-212	STREET PROJECTS	12,819.50	0.00
213-53161-213	LEGAL PUBLICATIONS	66.69	0.00
213-53561-213	PHONE & INTERNET	2.18	0.00
218-52111-142	DEPARTMENT SUPPLIES	343.53	0.00
224-52211-114	PUBLICATIONS	65.15	0.00
224-53561-113	PHONE & INTERNET	6.90	0.00
224-59111-114	ECONOMIC DEVELOPME...	6,383.33	0.00
621-52111-621	DEPARTMENT SUPPLIES	700.84	0.00
621-53111-621	CONTRACTUAL SERVICES	125.12	0.00
621-53441-621	EQUIPMENT MAINTENAN...	67.35	0.00
621-53451-621	VEHICLE MAINTENANCE	506.27	0.00
621-53521-621	HEATING FUEL	439.12	0.00
621-53561-621	PHONE & INTERNET	2.65	0.00
631-52111-631	DEPARTMENT SUPPLIES	1,125.02	0.00
631-52411-631	POSTAGE	65.85	0.00
631-53111-631	CONTRACTUAL SERVICES	258.27	0.00
631-53441-631	EQUIPMENT MAINTENAN...	6,452.00	0.00
631-53531-631	ELECTRIC POWER	13,071.38	0.00
631-53561-631	PHONE & INTERNET	7.07	0.00
631-53631-631	RENT-MACHINES	124.21	0.00
631-59211-631	LICENSE/PERMITS	43.00	0.00
641-52111-641	DEPARTMENT SUPPLIES	2,004.30	0.00
641-52117-641	SAMPLES	2,111.00	0.00
641-52411-641	POSTAGE	440.95	0.00
641-52611-641	CHEMICALS	2,992.00	0.00
641-53111-641	CONTRACTUAL SERVICES	377.28	0.00
641-53441-641	EQUIPMENT MAINTENAN...	850.03	0.00
641-53521-641	HEATING FUEL	129.53	0.00
641-53531-641	ELECTRIC POWER	7,193.68	0.00
641-53561-641	PHONE & INTERNET	3.73	0.00
661-53561-661	PHONE & INTERNET	3.00	0.00
713-21512	MEDICARE W/H EE PAYAB...	8,024.44	8,024.44
713-21513	FICA W/H EE PAYABLE	28,474.76	28,474.76

Account Summary

Account Number	Account Name	Expense Amount	Payment Amount
713-21514	FED W/H EE PAYABLE	25,273.26	25,273.26
713-21517	POL UNION DUES EE PAY	1,053.00	1,053.00
713-21518	FIRE UNION DUES EE PAY	300.00	300.00
713-21523	LIFE INS EE PAYABLE	22.75	22.75
713-21524	SMEC EE PAYABLE	123.50	123.50
713-21527	WAGE ATTACHMENT EE ...	241.60	241.60
713-21528	REGULAR RETIRE EE PAY	15,412.68	15,412.68
713-21529	DEFERRED COMP EE PAY	2,222.62	2,222.62
713-21531	RETIRE FIRE EE PAYABLE	7,719.29	7,719.29
713-21533	RETIRE POLICE EE PAY	11,754.82	11,754.82
713-21534	DIS INC INS EE PAYABLE	25.95	25.95
713-21539	CHILD SUPPORT EE PAY	2,153.18	2,153.18
713-21541	HSA EE PAYABLE	10,935.60	10,935.60
721-52111-721	DEPARTMENT SUPPLIES	212.27	0.00
721-53561-721	PHONE & INTERNET	0.47	0.00
725-52111-725	DEPARTMENT SUPPLIES	682.00	0.00
725-53111-725	CONTRACTUAL SERVICES	4.56	0.00
725-53441-725	EQUIPMENT MAINTENAN...	1,229.79	0.00
725-53521-725	HEATING FUEL	224.18	0.00
725-53561-725	PHONE & INTERNET	1.95	0.00
812-53861-112	PREMIUM EXPENSE	43,773.98	0.00
812-53862-112	CLAIMS EXPENSE	37,784.47	37,784.47
812-53863-112	FLEXIBLE BENFT EXPENSES	954.60	954.60
Grand Total:		378,842.33	152,476.52

Project Account Summary

Project Account Key	Expense Amount	Payment Amount
None	378,495.80	152,476.52
21852111142	343.53	0.00
6002053561	3.00	0.00
Grand Total:	378,842.33	152,476.52

City of Scottsbluff, Nebraska

Monday, January 4, 2021

Regular Meeting

Item Fin Rep1

Council to receive the November 2020 Financial Report.

Staff Contact: Liz Loutzenhiser, Finance Director

City of Scottsbluff

FUND EQUITY IN CASH - YEAR TO DATE

FOR THE TWO MONTHS ENDED NOVEMBER 30, 2020 AND 2019

Fund	Fund #	NOVEMBER 30, 2019 NET CHANGE IN CASH	NOVEMBER 30, 2020 NET CHANGE IN CASH	
General	111	\$ (153,835.26)	\$ (790,276.15)	ANNUAL INSURANCE PAYMENTS, OPERATIONS
Regional Library	211	934.98	449.06	
Transportation	212	(662,840.00)	(660,969.50)	BOND PAYMENTS - 42ND STREET & CHIP SEAL
Cemetery	213	(30,306.11)	(27,761.45)	OPERATIONS
Cemetery Perp Care	214	28,467.15	25,536.77	
Special Projects	215	1,095,590.29	(167,560.51)	HAIL INSURANCE PROCEEDS USED FOR REPAIRS
Business Improvement	216	3,881.13	3,075.13	
Public Safety	218	(2,189.22)	(72,500.97)	ANNUAL COMM CENTER PMT TO SCB COUNTY
Scb Industrial Sites	219	1,770.61	511.92	
Keno	223	(4,227.12)	(43,313.92)	PURCHASE PLAYGROUND EQUIPMENT, BALLOON FEST ANNUAL PMT
Economic Development	224	273,473.59	(596,605.32)	LB 840 LOANS AND GRANTS
Mutual Fire Organization	225	60,562.45	40,962.82	
Debt Service	311	(581,586.77)	(672,372.15)	PAYOFF 2015 LEASING CORP BONDS - PS BLDG, LIBRARY & WESTMOOR POOL
TIF	321	(168,491.00)	(114,108.88)	BONDHOLDER PAYMENTS
CDBG	411	467.11	231.32	
Leasing Corporation	412	102.03	50.29	
Capital Projects	511	6,802.42	1,308.06	
Environmental Services	621	53,255.67	(112,565.46)	PURCHASE NEW REFUSE TRUCK
Wastewater	631	180,713.42	(349,957.51)	PURCHASE NEW SEWER JET
Water	641	109,167.82	232,809.14	
Electric	651	21,773.26	10,782.73	
Stormwater	661	(89,290.34)	(52,629.14)	BOND PAYMENT - 42ND STREET
GIS	721	(11,210.29)	(27,336.61)	ANNUAL SOFTWARE SUPPORT
Central Garage	725	(37,834.97)	(26,125.75)	INTERNAL SERVICE FUND
Unemployment Comp	811	981.49	495.35	
Health Insurance	812	(88,656.51)	155,009.61	REINSURANCE IN EXCESS OF CLAIMS
TOTAL		\$ 7,475.83	\$ (3,242,861.12)	

City of Scottsbluff

Fund Equity in Cash
November 30, 2020

Fund	Fund #	2 YRS PRIOR November 30, 2018	PRIOR YEAR November 30, 2019	PRIOR MONTH October 31, 2019	CURRENT MONTH November 30, 2020	MONTHLY CHANGE IN CASH	
General	111	\$ 5,962,141.82	\$ 7,289,775.64	\$ 8,187,135.61	\$ 7,867,228.66	\$ (319,906.95)	operations
Regional Library	211	50,286.98	52,778.12	56,074.79	56,491.81	417.02	
Transportation	212	2,945,059.13	2,649,657.58	3,139,195.59	3,254,867.43	115,671.84	
Cemetery	213	20,638.44	53,414.36	93,328.37	91,698.51	(1,629.86)	
Cemetery Perp Care	214	735,828.27	737,094.87	786,091.83	799,896.15	13,804.32	
Special Projects	215	125,895.24	1,267,646.70	1,115,026.26	917,875.89	(197,150.37)	hail damage repairs, reduce insurance proceeds
Business Improvement	216	280,558.44	257,481.41	274,127.09	274,332.90	205.81	
Public Safety	218	336,951.29	456,011.26	323,307.05	328,153.18	4,846.13	
Scb Industrial Sites	219	168,330.00	70,626.15	71,115.94	71,587.22	471.28	
Keno	223	228,261.92	174,378.78	131,908.89	131,019.46	(889.43)	
Economic Development	224	4,294,305.00	4,497,194.91	2,301,202.31	2,415,282.62	114,080.31	
Mutual Fire Organization	225	260,326.44	393,266.99	432,404.82	473,120.54	40,715.72	
Debt Service	311	2,695,296.52	2,998,279.03	3,314,728.01	2,602,987.84	(711,740.17)	payoff 2015 Leasing Corp bonds
TIF	321	192,236.22	201,767.73	204,404.87	206,242.04	1,837.17	
CDBG	411	30,807.30	31,848.86	32,229.45	32,442.35	212.90	
Leasing Corporation	412	6,737.90	6,945.26	7,013.10	7,059.38	46.28	
Capital Projects	511	81,203.88	92,685.88	102,531.06	105,165.58	2,634.52	
Environmental Services	621	1,729,509.08	2,616,990.83	2,953,224.39	3,112,123.92	158,899.53	
Wastewater	631	2,325,722.99	2,826,095.42	3,173,213.70	2,866,009.91	(307,203.79)	purchase new sewer jet
Water	641	2,035,988.82	2,566,993.28	3,212,314.86	3,389,604.68	177,289.82	
Electric	651	1,436,032.12	1,484,582.26	1,502,322.49	1,512,246.72	9,924.23	
Stormwater	661	641,861.03	518,765.15	538,148.98	562,092.13	23,943.15	
GIS	721	45,579.88	69,877.50	100,666.34	95,086.23	(5,580.11)	
Central Garage	725	(304,089.73)	(435,766.38)	(532,644.64)	(550,145.31)	(17,500.67)	
Unemployment Comp	811	67,054.42	69,286.24	69,402.50	69,858.19	455.69	
Health Insurance	812	1,901,648.82	2,399,028.42	2,670,044.55	2,820,808.73	150,764.18	
TOTAL		\$ 28,294,172.22	\$ 33,346,706.25	\$ 34,258,518.21	\$ 33,513,136.76	\$ (745,381.45)	



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

	2018-2019 YTD Activity	2019-2020 YTD Activity	2020-2021 Budget	November 2020-2021 MTD Activity	2020-2021 YTD Activity	2020-2021 Budget Remaining	% Budget Remaining
<u>111 - GENERAL</u>							
400 - Taxes	863,720.33	974,603.34	5,366,660.00	489,164.16	980,260.61	4,386,399.39	82 %
412 - Intergovernmental	742.18	2,904.73	128,967.00	0.00	3,048.00	125,919.00	98 %
420 - Charges for Services	61,392.53	77,672.38	440,700.00	32,405.34	60,133.36	380,566.64	86 %
460 - Investment Income	17,930.60	16,024.99	25,000.00	3,931.71	8,610.21	16,389.79	66 %
470 - Miscellaneous Revenues	10,717.60	35,240.93	20,200.00	1,319.35	3,411.09	16,788.91	83 %
480 - Other Financing Uses	776,970.55	505,134.22	3,002,000.00	239,714.96	548,357.52	2,453,642.48	82 %
111 - GENERAL Totals:	1,731,473.79	1,611,580.59	8,983,527.00	766,535.52	1,603,820.79	0.00	82 %
<u>211 - REGIONAL LIBRARY</u>							
460 - Investment Income	156.10	117.62	200.00	28.23	60.27	139.73	70 %
470 - Miscellaneous Revenues	1,226.20	179.55	1,000.00	36.05	36.05	963.95	96 %
211 - REGIONAL LIBRARY Totals:	1,382.30	297.17	1,200.00	64.28	96.32	0.00	92 %
<u>212 - TRANSPORTATION</u>							
400 - Taxes	134,539.74	195,459.32	1,128,493.00	58,100.76	188,763.26	939,729.74	83 %
412 - Intergovernmental	291,556.02	318,445.87	1,937,111.00	180,476.78	366,725.01	1,570,385.99	81 %
420 - Charges for Services	0.00	1,862.50	25,000.00	0.00	0.00	25,000.00	100 %
460 - Investment Income	11,428.03	6,758.98	10,000.00	1,626.65	3,420.53	6,579.47	66 %
470 - Miscellaneous Revenues	6,108.00	37,544.40	0.00	70.80	70.80	(70.80)	0 %
480 - Other Financing Uses	0.00	18,520.98	450,000.00	0.00	0.00	450,000.00	100 %
212 - TRANSPORTATION Totals:	443,631.79	578,592.05	3,550,604.00	240,274.99	558,979.60	0.00	84 %
<u>213 - CEMETERY</u>							
420 - Charges for Services	10,600.00	5,000.00	38,800.00	7,900.00	11,800.00	27,000.00	70 %
460 - Investment Income	78.09	126.91	500.00	45.83	99.16	400.84	80 %
470 - Miscellaneous Revenues	8,600.00	8,400.00	34,000.00	2,800.00	9,763.39	24,236.61	71 %
480 - Other Financing Uses	0.00	0.00	350,000.00	0.00	0.00	350,000.00	100 %
213 - CEMETERY Totals:	19,278.09	13,526.91	423,300.00	10,745.83	21,662.55	0.00	95 %
<u>214 - CEMETARY PERPETUAL CARE</u>							
400 - Taxes	10,052.18	15,053.43	165,000.00	5,101.20	14,784.44	150,215.56	91 %

	2018-2019 YTD Activity	2019-2020 YTD Activity	2020-2021 Budget	November 2020-2021 MTD Activity	2020-2021 YTD Activity	2020-2021 Budget Remaining	% Budget Remaining
420 - Charges for Services	4,000.00	2,600.00	17,000.00	3,400.00	5,000.00	12,000.00	71 %
460 - Investment Income	2,299.89	1,637.58	5,000.00	399.73	848.94	4,151.06	83 %
214 - CEMETARY PERPETUAL CARE Totals:	16,352.07	19,291.01	187,000.00	8,900.93	20,633.38	0.00	89 %
<u>215 - SPECIAL PROJECTS</u>							
400 - Taxes	11,634.96	16,794.87	50,000.00	6,371.49	14,666.98	35,333.02	71 %
412 - Intergovernmental	34,572.54	0.00	0.00	0.00	8,977.87	(8,977.87)	0 %
450 - Contributions & Donations	160.00	0.00	0.00	0.00	0.00	0.00	0 %
460 - Investment Income	447.79	1,537.88	2,000.00	458.72	1,095.90	904.10	45 %
470 - Miscellaneous Revenues	823.75	1,085,839.66	500,000.00	0.00	140,000.00	360,000.00	72 %
215 - SPECIAL PROJECTS Totals:	47,639.04	1,104,172.41	552,000.00	6,830.21	164,740.75	0.00	70 %
<u>216 - BUSINESS IMPROVEMENT</u>							
400 - Taxes	5,928.26	133.88	54,300.00	1,156.97	4,019.25	50,280.75	93 %
412 - Intergovernmental	25,258.00	0.00	0.00	0.00	0.00	0.00	0 %
460 - Investment Income	861.94	574.64	1,500.00	137.10	293.75	1,206.25	80 %
216 - BUSINESS IMPROVEMENT Totals:	32,048.20	708.52	55,800.00	1,294.07	4,313.00	0.00	92 %
<u>218 - PUBLIC SAFETY</u>							
400 - Taxes	13,105.08	19,625.20	216,000.00	6,650.46	19,274.55	196,725.45	91 %
412 - Intergovernmental	1,097.07	3,568.09	0.00	0.00	687.06	(687.06)	0 %
460 - Investment Income	1,060.15	904.75	2,000.00	164.00	348.75	1,651.25	83 %
470 - Miscellaneous Revenues	0.00	118,981.67	0.00	0.00	0.00	0.00	0 %
218 - PUBLIC SAFETY Totals:	15,262.30	143,079.71	218,000.00	6,814.46	20,310.36	0.00	91 %
<u>219 - INDUSTRIAL SITES</u>							
460 - Investment Income	529.25	156.56	200.00	35.78	76.42	123.58	62 %
219 - INDUSTRIAL SITES Totals:	529.25	156.56	200.00	35.78	76.42	0.00	62 %
<u>223 - KENO</u>							
460 - Investment Income	705.89	382.21	1,500.00	65.48	140.86	1,359.14	91 %
470 - Miscellaneous Revenues	12,915.58	11,547.42	65,000.00	100.00	5,650.55	59,349.45	91 %
223 - KENO Totals:	13,621.47	11,929.63	66,500.00	165.48	5,791.41	0.00	91 %
<u>224 - ECONOMIC DEVELOPMENT</u>							
400 - Taxes	162,066.12	192,744.33	982,940.00	94,640.65	189,684.05	793,255.95	81 %

	2018-2019 YTD Activity	2019-2020 YTD Activity	2020-2021 Budget	November 2020-2021 MTD Activity	2020-2021 YTD Activity	2020-2021 Budget Remaining	% Budget Remaining
460 - Investment Income	13,795.47	9,903.98	15,000.00	1,207.06	2,522.07	12,477.93	83 %
470 - Miscellaneous Revenues	28,043.90	52,825.50	432,386.00	24,149.24	48,298.48	384,087.52	89 %
224 - ECONOMIC DEVELOPMENT Totals:	203,905.49	255,473.81	1,430,326.00	119,996.95	240,504.60	0.00	83 %
<u>225 - MUTUAL FIRE</u>							
412 - Intergovernmental	0.00	3,145.00	0.00	0.00	0.00	0.00	0 %
460 - Investment Income	847.61	814.78	2,000.00	236.45	483.55	1,516.45	76 %
470 - Miscellaneous Revenues	0.00	52,848.00	105,696.00	52,848.00	52,848.00	52,848.00	50 %
225 - MUTUAL FIRE Totals:	847.61	56,807.78	107,696.00	53,084.45	53,331.55	0.00	50 %
<u>311 - DEBT SERVICE</u>							
400 - Taxes	31,133.45	49,631.81	1,007,615.00	10,460.63	47,934.46	959,680.54	95 %
460 - Investment Income	9,676.07	7,507.59	20,000.00	1,300.86	3,195.05	16,804.95	84 %
470 - Miscellaneous Revenues	5,432.82	0.00	100,024.00	0.00	0.00	100,024.00	100 %
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:	46,242.34	57,139.40	2,127,639.00	11,761.49	51,129.51	0.00	98 %
<u>321 - TIF PROJECTS</u>							
400 - Taxes	0.00	0.00	529,558.00	0.00	84,555.70	445,002.30	84 %
460 - Investment Income	606.42	447.70	1,300.00	103.07	219.88	1,080.12	83 %
480 - Other Financing Uses	0.00	0.00	300,000.00	0.00	0.00	300,000.00	100 %
321 - TIF PROJECTS Totals:	606.42	447.70	830,858.00	103.07	84,775.58	0.00	90 %
<u>411 - CDBG</u>							
460 - Investment Income	96.73	71.10	300.00	16.21	34.63	265.37	88 %
411 - CDBG Totals:	96.73	71.10	300.00	16.21	34.63	0.00	88 %
<u>412 - LEASE CORPORATION</u>							
460 - Investment Income	21.15	15.50	50.00	3.53	7.54	42.46	85 %
480 - Other Financing Uses	681,845.74	682,350.67	751,267.50	742,017.29	742,017.29	9,250.21	1 %
412 - LEASE CORPORATION Totals:	681,866.89	682,366.17	751,317.50	742,020.82	742,024.83	0.00	1 %
<u>511 - CAPITAL PROJECTS FUND</u>							
400 - Taxes	3,723.03	5,575.35	59,000.00	1,889.34	5,475.73	53,524.27	91 %
460 - Investment Income	252.67	204.61	500.00	52.56	111.15	388.85	78 %
511 - CAPITAL PROJECTS FUND Totals:	3,975.70	5,779.96	59,500.00	1,941.90	5,586.88	0.00	91 %
<u>621 - ENVIRONMENTAL SERVICES</u>							

	2018-2019 YTD Activity	2019-2020 YTD Activity	2020-2021 Budget	November 2020-2021 MTD Activity	2020-2021 YTD Activity	2020-2021 Budget Remaining	% Budget Remaining
420 - Charges for Services	491,104.18	498,753.48	3,004,708.00	248,168.80	511,462.03	2,493,245.97	83 %
460 - Investment Income	5,305.77	5,720.79	10,000.00	1,555.31	3,242.92	6,757.08	68 %
480 - Other Financing Uses	0.00	2,984.95	0.00	0.00	0.00	0.00	0 %
621 - ENVIRONMENTAL SERVICES Totals:	496,409.95	507,459.22	3,014,708.00	249,724.11	514,704.95	0.00	83 %
<u>631 - WASTEWATER</u>							
420 - Charges for Services	452,779.95	458,150.37	2,684,016.00	246,111.51	474,530.44	2,209,485.56	82 %
440 - Rents	0.00	0.00	0.00	0.00	746.00	(746.00)	0 %
460 - Investment Income	7,746.08	6,120.10	15,000.00	1,432.31	3,245.63	11,754.37	78 %
470 - Miscellaneous Revenues	20.00	0.00	0.00	0.00	0.00	0.00	0 %
480 - Other Financing Uses	0.00	11,235.18	0.00	0.00	0.00	0.00	0 %
631 - WASTEWATER Totals:	460,546.03	475,505.65	2,699,016.00	247,543.82	478,522.07	0.00	82 %
<u>641 - WATER</u>							
420 - Charges for Services	429,294.35	410,606.21	1,948,489.00	199,648.54	480,387.56	1,468,101.44	75 %
440 - Rents	5,907.99	6,411.23	41,588.00	3,471.94	6,916.06	34,671.94	83 %
460 - Investment Income	6,307.30	5,688.82	15,000.00	1,693.98	3,529.65	11,470.35	76 %
470 - Miscellaneous Revenues	5,660.96	9,182.12	5,000.00	2,326.83	5,560.32	(560.32)	-11 %
641 - WATER Totals:	447,170.60	431,888.38	2,010,077.00	207,141.29	496,393.59	0.00	75 %
<u>651 - ELECTRIC</u>							
460 - Investment Income	4,509.00	3,314.07	10,000.00	755.76	1,614.26	8,385.74	84 %
470 - Miscellaneous Revenues	776,970.55	505,134.22	2,825,000.00	239,714.96	548,357.52	2,276,642.48	81 %
651 - ELECTRIC Totals:	781,479.55	508,448.29	2,835,000.00	240,470.72	549,971.78	0.00	81 %
<u>661 - STORMWATER</u>							
420 - Charges for Services	14,556.33	17,612.70	117,600.00	10,534.18	20,698.16	96,901.84	82 %
460 - Investment Income	2,329.85	1,232.77	3,500.00	280.91	588.43	2,911.57	83 %
470 - Miscellaneous Revenues	0.00	12,750.00	9,670.00	0.00	6,000.00	3,670.00	38 %
480 - Other Financing Uses	0.00	0.00	50,000.00	0.00	0.00	50,000.00	100 %
661 - STORMWATER Totals:	16,886.18	31,595.47	180,770.00	10,815.09	27,286.59	0.00	85 %
<u>713 - CASH & INVESTMENT POOL</u>							
460 - Investment Income	(0.01)	0.00	0.00	0.00	0.00	0.00	0 %
470 - Miscellaneous Revenues	9.80	(0.11)	0.00	(3.96)	20.04	(20.04)	0 %
713 - CASH & INVESTMENT POOL Totals:	9.79	(0.11)	0.00	(3.96)	20.04	0.00	0 %

	2018-2019 YTD Activity	2019-2020 YTD Activity	2020-2021 Budget	November 2020-2021 MTD Activity	2020-2021 YTD Activity	2020-2021 Budget Remaining	% Budget Remaining
<u>721 - GIS SERVICES</u>							
460 - Investment Income	158.91	162.81	300.00	47.52	105.05	194.95	65 %
480 - Other Financing Uses	0.00	0.00	50,000.00	0.00	0.00	50,000.00	100 %
721 - GIS SERVICES Totals:	158.91	162.81	50,300.00	47.52	105.05	0.00	100 %
<u>725 - CENTRAL GARAGE</u>							
420 - Charges for Services	29,266.63	20,965.14	246,650.00	8,111.75	28,983.88	217,666.12	88 %
480 - Other Financing Uses	0.00	0.00	190,000.00	0.00	0.00	190,000.00	100 %
725 - CENTRAL GARAGE Totals:	29,266.63	20,965.14	436,650.00	8,111.75	28,983.88	0.00	93 %
<u>811 - UNEMPLOYMENT COMP</u>							
460 - Investment Income	210.54	154.67	500.00	34.91	74.57	425.43	85 %
811 - UNEMPLOYMENT COMP Totals:	210.54	154.67	500.00	34.91	74.57	0.00	85 %
<u>812 - HEALTH INSURANCE</u>							
460 - Investment Income	5,966.77	5,498.43	15,000.00	1,409.72	2,935.51	12,064.49	80 %
470 - Miscellaneous Revenues	366,949.65	353,501.18	2,301,000.00	185,700.89	373,420.13	1,927,579.87	84 %
812 - HEALTH INSURANCE Totals:	372,916.42	358,999.61	2,316,000.00	187,110.61	376,355.64	0.00	84 %



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

	2018-2019 YTD Activity	2019-2020 YTD Activity	2020-2021 Budget	November 2020-2021 MTD Activity	2020-2021 YTD Activity	2020-2021 Budget Remaining	% Budget Remaining
<u>111 - GENERAL</u>							
500 - Personnel	1,322,698.68	1,281,807.95	7,278,244.00	509,280.89	1,363,760.13	5,914,483.87	81 %
503 - Supplies	46,754.42	38,885.33	460,000.00	24,234.14	44,759.32	415,240.68	90 %
504 - Contract Services	364,831.30	426,257.15	2,350,264.00	68,972.99	400,293.90	1,949,970.10	83 %
550 - Capital Outlay	0.00	0.00	2,241,029.00	554,886.80	554,886.80	1,686,142.20	75 %
570 - Other Financing Uses	0.00	0.00	300,000.00	0.00	0.00	300,000.00	100 %
111 - GENERAL Totals:	1,734,284.40	1,746,950.43	12,629,537.00	1,157,374.82	2,363,700.15	0.00	81 %
<u>211 - REGIONAL LIBRARY</u>							
503 - Supplies	0.00	0.00	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:	0.00	0.00	15,500.00	0.00	0.00	0.00	100 %
<u>212 - TRANSPORTATION</u>							
500 - Personnel	197,429.59	179,617.05	1,021,246.78	74,662.66	200,180.12	821,066.66	80 %
503 - Supplies	13,867.86	12,333.71	316,150.00	34,346.96	35,815.75	280,334.25	89 %
504 - Contract Services	115,786.93	122,883.93	1,053,731.00	35,676.56	125,862.61	927,868.39	88 %
550 - Capital Outlay	354,726.22	0.00	2,400,000.00	5,795.00	5,795.00	2,394,205.00	100 %
560 - Debt Service	848,240.89	826,423.28	875,298.51	0.00	847,713.60	27,584.91	3 %
570 - Other Financing Uses	0.00	0.00	304,500.00	0.00	0.00	304,500.00	100 %
212 - TRANSPORTATION Totals:	1,530,051.49	1,141,257.97	5,970,926.29	150,481.18	1,215,367.08	0.00	80 %
<u>213 - CEMETERY</u>							
500 - Personnel	31,409.17	30,306.80	202,623.00	12,144.55	33,039.62	169,583.38	84 %
503 - Supplies	1,418.18	2,026.94	31,050.00	693.75	693.75	30,356.25	98 %
504 - Contract Services	3,459.07	5,359.34	29,822.00	667.96	5,186.90	24,635.10	83 %
550 - Capital Outlay	0.00	0.00	143,000.00	0.00	0.00	143,000.00	100 %
213 - CEMETERY Totals:	36,286.42	37,693.08	406,495.00	13,506.26	38,920.27	0.00	90 %
<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	0.00	0.00	350,000.00	0.00	0.00	350,000.00	100 %
214 - CEMETARY PERPETUAL CARE Totals:	0.00	0.00	850,000.00	0.00	0.00	0.00	100 %
<u>215 - SPECIAL PROJECTS</u>							

	2018-2019 YTD Activity	2019-2020 YTD Activity	2020-2021 Budget	November 2020-2021 MTD Activity	2020-2021 YTD Activity	2020-2021 Budget Remaining	% Budget Remaining
500 - Personnel	0.00	0.00	0.00	0.00	5,477.87	(5,477.87)	0 %
503 - Supplies	200.00	10,057.86	500,000.00	166,087.10	166,969.90	333,030.10	67 %
504 - Contract Services	2,130.00	(20,851.56)	77,500.00	0.00	0.00	77,500.00	100 %
550 - Capital Outlay	7,009.19	0.00	274,172.00	4,750.00	4,750.00	269,422.00	98 %
215 - SPECIAL PROJECTS Totals:	9,339.19	(10,793.70)	851,672.00	170,837.10	177,197.77	0.00	79 %
<u>216 - BUSINESS IMPROVEMENT</u>							
500 - Personnel	0.00	0.00	10,000.00	0.00	0.00	10,000.00	100 %
503 - Supplies	0.00	0.00	5,000.00	0.00	0.00	5,000.00	100 %
504 - Contract Services	85.42	85.42	54,500.00	85.42	170.84	54,329.16	100 %
550 - Capital Outlay	15,421.27	0.00	50,000.00	0.00	0.00	50,000.00	100 %
570 - Other Financing Uses	0.00	0.00	50,000.00	0.00	0.00	50,000.00	100 %
216 - BUSINESS IMPROVEMENT Totals:	15,506.69	85.42	169,500.00	85.42	170.84	0.00	100 %
<u>218 - PUBLIC SAFETY</u>							
503 - Supplies	5,307.07	6,386.25	57,000.00	1,021.06	1,246.06	55,753.94	98 %
504 - Contract Services	87,700.22	83,441.94	87,700.00	0.00	82,418.00	5,282.00	6 %
550 - Capital Outlay	0.00	27,349.68	137,000.00	3,089.67	3,089.67	133,910.33	98 %
570 - Other Financing Uses	0.00	0.00	150,000.00	0.00	0.00	150,000.00	100 %
218 - PUBLIC SAFETY Totals:	93,007.29	117,177.87	431,700.00	4,110.73	86,753.73	0.00	80 %
<u>219 - INDUSTRIAL SITES</u>							
504 - Contract Services	0.00	0.00	50,500.00	0.00	0.00	50,500.00	100 %
219 - INDUSTRIAL SITES Totals:	0.00	0.00	50,500.00	0.00	0.00	0.00	100 %
<u>223 - KENO</u>							
503 - Supplies	0.00	1,142.00	13,500.00	1,683.00	1,683.00	11,817.00	88 %
504 - Contract Services	119.98	0.00	13,736.00	303.00	303.00	13,433.00	98 %
550 - Capital Outlay	0.00	0.00	35,000.00	0.00	0.00	35,000.00	100 %
223 - KENO Totals:	119.98	1,142.00	62,236.00	1,986.00	1,986.00	0.00	97 %
<u>224 - ECONOMIC DEVELOPMENT</u>							
500 - Personnel	19,627.02	19,218.04	146,189.22	10,784.72	23,963.37	122,225.85	84 %
503 - Supplies	34.36	0.00	4,250.00	41.01	68.49	4,181.51	98 %
504 - Contract Services	164,617.20	8,749.62	3,671,941.00	8,799.89	8,799.89	3,663,141.11	100 %
224 - ECONOMIC DEVELOPMENT Totals:	184,278.58	27,967.66	3,822,380.22	19,625.62	32,831.75	0.00	99 %

	2018-2019 YTD Activity	2019-2020 YTD Activity	2020-2021 Budget	November 2020-2021 MTD Activity	2020-2021 YTD Activity	2020-2021 Budget Remaining	% Budget Remaining
<u>225 - MUTUAL FIRE</u>							
503 - Supplies	11,478.31	0.00	15,000.00	15,344.94	15,344.94	(344.94)	-2 %
504 - Contract Services	5,282.22	0.00	15,282.00	0.00	0.00	15,282.00	100 %
570 - Other Financing Uses	0.00	0.00	100,000.00	0.00	0.00	100,000.00	100 %
225 - MUTUAL FIRE Totals:	16,760.53	0.00	130,282.00	15,344.94	15,344.94	0.00	88 %
<u>311 - DEBT SERVICE</u>							
504 - Contract Services	0.00	0.00	7,280.00	0.00	0.00	7,280.00	100 %
570 - Other Financing Uses	681,845.74	682,350.67	4,701,267.50	742,017.29	742,017.29	3,959,250.21	84 %
311 - DEBT SERVICE Totals:	681,845.74	682,350.67	4,708,547.50	742,017.29	742,017.29	0.00	84 %
<u>321 - TIF PROJECTS</u>							
560 - Debt Service	0.00	0.00	529,558.00	0.00	0.00	529,558.00	100 %
570 - Other Financing Uses	0.00	0.00	300,000.00	0.00	0.00	300,000.00	100 %
321 - TIF PROJECTS Totals:	0.00	0.00	829,558.00	0.00	0.00	0.00	100 %
<u>412 - LEASE CORPORATION</u>							
504 - Contract Services	0.00	0.00	200.00	0.00	0.00	200.00	100 %
560 - Debt Service	681,845.74	682,350.67	751,267.50	742,017.29	742,017.29	9,250.21	1 %
412 - LEASE CORPORATION Totals:	681,845.74	682,350.67	751,467.50	742,017.29	742,017.29	0.00	1 %
<u>511 - CAPITAL PROJECTS FUND</u>							
550 - Capital Outlay	0.00	0.00	83,000.00	0.00	0.00	83,000.00	100 %
511 - CAPITAL PROJECTS FUND Totals:	0.00	0.00	83,000.00	0.00	0.00	0.00	100 %
<u>621 - ENVIRONMENTAL SERVICES</u>							
500 - Personnel	234,194.42	220,662.89	1,215,633.00	87,917.90	230,856.03	984,776.97	81 %
503 - Supplies	17,373.41	7,790.90	188,500.00	14,971.50	16,983.50	171,516.50	91 %
504 - Contract Services	128,148.82	131,135.51	878,822.00	18,053.72	103,135.44	775,686.56	88 %
550 - Capital Outlay	0.00	22,835.00	750,000.00	0.00	0.00	750,000.00	100 %
570 - Other Financing Uses	0.00	0.00	109,000.00	0.00	0.00	109,000.00	100 %
621 - ENVIRONMENTAL SERVICES Totals:	379,716.65	382,424.30	3,141,955.00	120,943.12	350,974.97	0.00	89 %
<u>631 - WASTEWATER</u>							
500 - Personnel	165,796.95	160,954.97	992,505.00	73,706.26	183,487.84	809,017.16	82 %
503 - Supplies	10,807.72	3,115.03	131,278.00	6,013.17	6,692.49	124,585.51	95 %

	2018-2019 YTD Activity	2019-2020 YTD Activity	2020-2021 Budget	November 2020-2021 MTD Activity	2020-2021 YTD Activity	2020-2021 Budget Remaining	% Budget Remaining
504 - Contract Services	120,924.48	130,103.95	620,891.00	25,075.00	123,895.81	496,995.19	80 %
550 - Capital Outlay	27,699.10	0.00	1,417,000.00	447,615.00	447,615.00	969,385.00	68 %
560 - Debt Service	322,945.35	0.00	202,551.28	0.00	0.00	202,551.28	100 %
570 - Other Financing Uses	0.00	0.00	732,750.00	0.00	0.00	732,750.00	100 %
631 - WASTEWATER Totals:	648,173.60	294,173.95	4,096,975.28	552,409.43	761,691.14	0.00	81 %
<u>641 - WATER</u>							
500 - Personnel	154,053.79	144,509.99	846,667.00	57,428.36	147,258.01	699,408.99	83 %
503 - Supplies	55,857.73	46,894.73	322,131.00	16,519.13	20,616.30	301,514.70	94 %
504 - Contract Services	82,160.38	79,193.03	404,194.00	15,816.44	75,861.75	328,332.25	81 %
550 - Capital Outlay	0.00	31,650.00	512,000.00	0.00	0.00	512,000.00	100 %
570 - Other Financing Uses	0.00	0.00	670,750.00	0.00	0.00	670,750.00	100 %
641 - WATER Totals:	292,071.90	302,247.75	2,755,742.00	89,763.93	243,736.06	0.00	91 %
<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	776,970.55	505,134.22	3,575,000.00	239,714.96	548,357.52	3,026,642.48	85 %
651 - ELECTRIC Totals:	776,970.55	505,134.22	3,576,000.00	239,714.96	548,357.52	0.00	85 %
<u>661 - STORMWATER</u>							
503 - Supplies	136.67	132.00	14,513.00	0.00	55.00	14,458.00	100 %
504 - Contract Services	7,736.63	12,652.39	115,465.00	2,049.32	9,591.32	105,873.68	92 %
550 - Capital Outlay	106,056.03	12,750.00	100,000.00	0.00	0.00	100,000.00	100 %
560 - Debt Service	79,800.36	74,710.47	79,392.67	0.00	75,789.95	3,602.72	5 %
570 - Other Financing Uses	0.00	0.00	250,000.00	0.00	0.00	250,000.00	100 %
661 - STORMWATER Totals:	193,729.69	100,244.86	559,370.67	2,049.32	85,436.27	0.00	85 %
<u>721 - GIS SERVICES</u>							
500 - Personnel	11,681.93	11,297.74	53,770.00	3,916.92	9,331.86	44,438.14	83 %
503 - Supplies	0.00	0.00	5,500.00	2,144.57	2,429.64	3,070.36	56 %
504 - Contract Services	1,948.47	880.91	26,925.00	280.30	15,280.30	11,644.70	43 %
721 - GIS SERVICES Totals:	13,630.40	12,178.65	86,195.00	6,341.79	27,041.80	0.00	69 %
<u>725 - CENTRAL GARAGE</u>							
500 - Personnel	32,273.97	28,468.12	160,101.00	11,934.00	30,149.58	129,951.42	81 %
503 - Supplies	3,917.65	4,504.13	27,700.00	5,926.66	6,161.43	21,538.57	78 %

	2018-2019 YTD Activity	2019-2020 YTD Activity	2020-2021 Budget	November 2020-2021 MTD Activity	2020-2021 YTD Activity	2020-2021 Budget Remaining	% Budget Remaining
504 - Contract Services	17,864.51	10,944.01	108,503.00	7,905.49	10,296.87	98,206.13	91 %
725 - CENTRAL GARAGE Totals:	54,056.13	43,916.26	296,304.00	25,766.15	46,607.88	0.00	84 %
<u>811 - UNEMPLOYMENT COMP</u>							
504 - Contract Services	0.00	35.12	60,000.00	0.00	0.00	60,000.00	100 %
811 - UNEMPLOYMENT COMP Totals:	0.00	35.12	60,000.00	0.00	0.00	0.00	100 %
<u>812 - HEALTH INSURANCE</u>							
504 - Contract Services	325,386.93	473,898.20	2,316,090.00	53,042.83	238,042.43	2,078,047.57	90 %
812 - HEALTH INSURANCE Totals:	325,386.93	473,898.20	2,316,090.00	53,042.83	238,042.43	0.00	90 %



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

	2018-2019 YTD Activity	2019-2020 YTD Activity	2020-2021 Budget	November 2020-2021 MTD Activity	2020-2021 YTD Activity	2020-2021 Budget Remaining	% Budget Remaining
111 - GENERAL							
111 - FINANCE							
500 - Personnel	25,392.98	22,730.88	146,184.00	7,044.63	20,165.85	126,018.15	86 %
503 - Supplies	1,828.80	956.43	12,950.00	528.83	760.97	12,189.03	94 %
504 - Contract Services	34,862.99	38,472.79	68,746.00	1,486.09	31,481.64	37,264.36	54 %
111 - FINANCE Totals:	62,084.77	62,160.10	227,880.00	9,059.55	52,408.46	175,471.54	77 %
112 - PERSONNEL							
500 - Personnel	3,177.68	3,110.93	17,910.00	1,320.48	3,199.09	14,710.91	82 %
503 - Supplies	0.00	651.98	2,250.00	0.00	585.42	1,664.58	74 %
504 - Contract Services	4,581.91	420.77	26,700.00	2,415.06	2,415.06	24,284.94	91 %
112 - PERSONNEL Totals:	7,759.59	4,183.68	46,860.00	3,735.54	6,199.57	40,660.43	87 %
113 - COUNCIL							
500 - Personnel	4,057.50	4,057.50	21,100.00	1,623.00	4,057.50	17,042.50	81 %
503 - Supplies	1,533.67	1,563.00	2,000.00	0.00	1,563.00	437.00	22 %
504 - Contract Services	120.00	420.00	4,500.00	320.00	320.00	4,180.00	93 %
570 - Other Financing Uses	0.00	0.00	250,000.00	0.00	0.00	250,000.00	100 %
113 - COUNCIL Totals:	5,711.17	6,040.50	277,600.00	1,943.00	5,940.50	271,659.50	98 %
114 - CITY MANAGER							
500 - Personnel	4,524.22	4,539.55	19,955.00	1,408.06	4,224.17	15,730.83	79 %
503 - Supplies	13,473.88	13,235.78	56,000.00	0.00	11,706.60	44,293.40	79 %
504 - Contract Services	966.65	42,009.09	781,095.00	6,508.42	13,383.42	767,711.58	98 %
114 - CITY MANAGER Totals:	18,964.75	59,784.42	857,050.00	7,916.48	29,314.19	827,735.81	97 %
115 - CITY CLERK							
500 - Personnel	2,158.91	2,226.39	13,618.00	1,032.11	2,390.76	11,227.24	82 %
503 - Supplies	90.00	154.99	1,000.00	0.00	109.98	890.02	89 %
504 - Contract Services	650.59	728.90	11,800.00	149.12	189.11	11,610.89	98 %
115 - CITY CLERK Totals:	2,899.50	3,110.28	26,418.00	1,181.23	2,689.85	23,728.15	90 %
116 - MIS							
503 - Supplies	0.00	0.00	40,000.00	0.00	0.00	40,000.00	100 %

	2018-2019 YTD Activity	2019-2020 YTD Activity	2020-2021 Budget	November 2020-2021 MTD Activity	2020-2021 YTD Activity	2020-2021 Budget Remaining	% Budget Remaining
504 - Contract Services	9,214.00	2,061.25	72,000.00	6,352.25	6,352.25	65,647.75	91 %
116 - MIS Totals:	9,214.00	2,061.25	112,000.00	6,352.25	6,352.25	105,647.75	94 %
121 - DEVELOPMENT SERVICES							
500 - Personnel	35,370.31	34,171.46	224,147.00	15,432.66	38,954.19	185,192.81	83 %
503 - Supplies	194.68	19.40	6,200.00	1,254.55	1,683.08	4,516.92	73 %
504 - Contract Services	15,461.34	24,344.35	65,649.00	251.43	26,954.43	38,694.57	59 %
121 - DEVELOPMENT SERVICES Totals:	51,026.33	58,535.21	295,996.00	16,938.64	67,591.70	228,404.30	77 %
141 - FIRE							
500 - Personnel	350,651.64	317,292.80	1,667,195.00	129,266.07	351,812.27	1,315,382.73	79 %
503 - Supplies	4,986.37	4,787.14	40,600.00	6,066.84	6,103.81	34,496.19	85 %
504 - Contract Services	29,948.00	31,029.92	85,951.00	4,106.95	34,392.98	51,558.02	60 %
570 - Other Financing Uses	0.00	0.00	5,000.00	0.00	0.00	5,000.00	100 %
141 - FIRE Totals:	385,586.01	353,109.86	1,798,746.00	139,439.86	392,309.06	1,406,436.94	78 %
142 - POLICE							
500 - Personnel	649,205.41	650,847.54	3,706,145.00	264,089.71	709,781.83	2,996,363.17	81 %
503 - Supplies	9,710.16	5,173.14	108,850.00	6,601.85	7,347.98	101,502.02	93 %
504 - Contract Services	86,741.50	100,212.03	361,083.00	21,800.70	104,487.75	256,595.25	71 %
570 - Other Financing Uses	0.00	0.00	25,000.00	0.00	0.00	25,000.00	100 %
142 - POLICE Totals:	745,657.07	756,232.71	4,201,078.00	292,492.26	821,617.56	3,379,460.44	80 %
143 - EMERGENCY MANAGEMENT							
500 - Personnel	16,221.31	16,473.20	0.00	0.00	0.00	0.00	0 %
503 - Supplies	1,093.88	1.45	5,000.00	0.00	0.00	5,000.00	100 %
504 - Contract Services	874.66	1,331.91	30,300.00	242.70	6,237.80	24,062.20	79 %
143 - EMERGENCY MANAGEMENT Totals:	18,189.85	17,806.56	35,300.00	242.70	6,237.80	29,062.20	82 %
151 - LIBRARY							
500 - Personnel	99,789.88	98,610.50	576,434.00	35,699.66	92,417.90	484,016.10	84 %
503 - Supplies	9,159.08	5,656.76	82,000.00	5,821.18	10,561.43	71,438.57	87 %
504 - Contract Services	28,608.11	31,039.53	131,784.00	5,488.86	33,182.80	98,601.20	75 %
550 - Capital Outlay	0.00	0.00	300,000.00	0.00	0.00	300,000.00	100 %
151 - LIBRARY Totals:	137,557.07	135,306.79	1,090,218.00	47,009.70	136,162.13	954,055.87	88 %

	2018-2019 YTD Activity	2019-2020 YTD Activity	2020-2021 Budget	November 2020-2021 MTD Activity	2020-2021 YTD Activity	2020-2021 Budget Remaining	% Budget Remaining
171 - PARKS							
500 - Personnel	130,484.39	126,303.80	776,272.00	50,866.83	131,609.27	644,662.73	83 %
503 - Supplies	4,056.44	5,815.26	61,850.00	2,796.89	3,173.05	58,676.95	95 %
504 - Contract Services	53,043.60	55,585.89	300,103.00	14,006.26	57,404.98	242,698.02	81 %
550 - Capital Outlay	0.00	0.00	1,941,029.00	554,886.80	554,886.80	1,386,142.20	71 %
570 - Other Financing Uses	0.00	0.00	20,000.00	0.00	0.00	20,000.00	100 %
171 - PARKS Totals:	187,584.43	187,704.95	3,099,254.00	622,556.78	747,074.10	2,352,179.90	76 %
172 - RECREATION							
500 - Personnel	1,664.45	1,443.40	109,284.00	1,497.68	5,147.30	104,136.70	95 %
503 - Supplies	627.46	870.00	41,300.00	1,164.00	1,164.00	40,136.00	97 %
504 - Contract Services	99,757.95	98,600.72	410,553.00	5,845.15	83,491.68	327,061.32	80 %
172 - RECREATION Totals:	102,049.86	100,914.12	561,137.00	8,506.83	89,802.98	471,334.02	84 %
111 - GENERAL Totals:	1,734,284.40	1,746,950.43	12,629,537.00	1,157,374.82	2,363,700.15	0.00	81 %
211 - REGIONAL LIBRARY							
151 - LIBRARY							
503 - Supplies	0.00	0.00	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:	0.00	0.00	15,500.00	0.00	0.00	15,500.00	100 %
211 - REGIONAL LIBRARY Totals:	0.00	0.00	15,500.00	0.00	0.00	0.00	100 %
212 - TRANSPORTATION							
111 - FINANCE							
500 - Personnel	5,341.90	5,568.15	32,834.00	2,410.00	5,821.19	27,012.81	82 %
111 - FINANCE Totals:	5,341.90	5,568.15	32,834.00	2,410.00	5,821.19	27,012.81	82 %
112 - PERSONNEL							
500 - Personnel	2,118.45	2,073.92	11,941.00	880.34	2,132.74	9,808.26	82 %
112 - PERSONNEL Totals:	2,118.45	2,073.92	11,941.00	880.34	2,132.74	9,808.26	82 %
114 - CITY MANAGER							
500 - Personnel	3,016.17	3,026.45	19,955.00	1,408.06	3,520.15	16,434.85	82 %
114 - CITY MANAGER Totals:	3,016.17	3,026.45	19,955.00	1,408.06	3,520.15	16,434.85	82 %

City of Scottsbluff, Nebraska

Monday, January 4, 2021

Regular Meeting

Item Public Inp1

Council to discuss and consider action on the request to issue a special arts-related wine permit for the West Nebraska Arts Center, 106 East 18th Street and Special Designated Liquor License for an Art Exhibit Reception on February 4, 2021; 4:00-8:00 p.m.

Staff Contact: Kim Wright, City Clerk

CITY OF SCOTTSBLUFF
SPECIAL ARTS-RELATED EVENT WINE PERMIT APPLICATION

Organization Name West Nebraska Arts Center
Address 106 E. 18th street Scottsbluff Phone 632-2226
Date of Event Feb 4, 2021 Starting Time 4pm Ending Time 8pm
Authorized Contact: Michele Denton, Executive Director
Description of Event Art Exhibit Reception
Estimated Attendance: 150
Event Chairman: Michele Denton
Address 106 E. 18th street Scottsbluff Phone 632-2226
email michele@thewnac.com michele's cell: (308) 631-1625
The undersigned acknowledges reading a copy of the applicable ordinances and agrees to
comply thereby:
Signed: [Signature] Date: 12-30-2020
Print Name michele Denton
Additional Information: _____

PERMIT

THIS PERMIT AUTHORIZES THE CONSUMPTION OF WINE ON THE DESCRIBED
PREMISE BY INDIVIDUALS WHO ARE OF LEGAL DRINKING AGE. OTHER
RESTRICTIONS ARE AS
FOLLOWS: _____

Approved by Mayor and City Council on _____

City Clerk _____ Date: _____

Cc: Police Chief

Special Designated License
Local Recommendation (Form 200)

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

West Nebraska Arts Center

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

106 E. 18th Street, Scottsbluff, NE 69361

Retail Liquor License Address or Non-Profit Business Address

47-0499224

Retail License Number or Non-Profit Federal ID #

Consecutive Dates only

Event Date(s):

Feb 4th, 2021

Event Start Time(s):

4:00 p.m.

Event End Time(s):

8:00 p.m.

Alternate Date: None

Alternate Location Building & Address: None

Event Building Name: West Nebraska Arts Center

Event Street Address/City: 106 E. 18th Street, Scottsbluff, NE 69361

Indoor area to be licensed in length & width: 73.5 X 33

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

Type of Event: Art Exhibit Reception Estimate # of attendees: 150

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

Event Contact Name: Michele Denton Event Contact Phone Number: 308-631-1625

Event Contact Email: michele@thewnac.com

*Signature Authorized Representative:

Printed Name Michele Denton

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

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

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

Local Governing Body completes below:

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

Local Governing Body Authorized Signature

Date

**APPLICATION FOR SPECIAL
DESIGNATED LICENSE
Non-Profit Applicants ONLY**

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



This page is required to be completed by Non-Profit applicants only.

**Application for Special Designated License
Under Nebraska Liquor Control Act
Affidavit of Non-Profit Status**

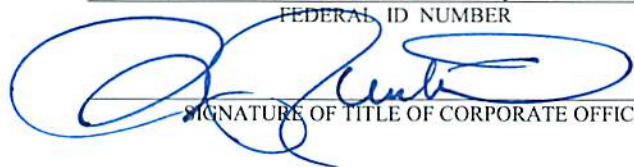
I HEREBY DECLARE THAT THE CORPORATION MAKING APPLICATION FOR A SPECIAL DESIGNATED LICENSE UNDER THE NEBRASKA LIQUOR CONTROL ACT IS EITHER A MUNICIPAL CORPORATION, A FINE ARTS MUSEUM INCORPORATED AS A NONPROFIT CORPORATION, A RELIGIOUS NONPROFIT CORPORATION WHICH HAS BEEN EXEMPTED FROM THE PAYMENT OF FEDERAL INCOME TAXES, A POLITICAL ORGANIZATION WHICH HAS BEEN EXEMPTED FROM THE PAYMENT OF FEDERAL INCOME TAXES, OR ANY OTHER NONPROFIT CORPORATION, THE PURPOSE OF WHICH IS FRATERNAL, CHARITABLE, OR PUBLIC SERVICE AND WHICH HAS BEEN EXEMPTED FROM THE PAYMENT OF FEDERAL INCOME TAXES AS PER §53-124.11(1).

AS SIGNATORY I CONSENT TO THE RELEASE OF ANY DOCUMENTS SUPPORTING THIS DECLARATION AND ANY DOCUMENTS SUPPORTING THIS DECLARATION WILL BE PROVIDED TO THE NEBRASKA LIQUOR CONTROL COMMISSION, THE NEBRASKA STATE PATROL OR ANY AGENT OF THE LIQUOR CONTROL COMMISSION IMMEDIATELY UPON DEMAND. I ALSO CONSENT TO THE INVESTIGATION OF THIS CORPORATE ENTITY TO DETERMINE IT'S NONPROFIT STATUS.

I AGREE TO WAIVE ANY RIGHTS OR CAUSES OF ACTION AGAINST THE NEBRASKA LIQUOR CONTROL COMMISSION, THE NEBRASKA STATE PATROL OR ANY PARTY RELEASING INFORMATION TO THE AFOREMENTIONED PARTIES.

West Nebraska Arts Center
NAME OF CORPORATION

47-0499224
FEDERAL ID NUMBER


SIGNATURE OF TITLE OF CORPORATE OFFICERS

THE ABOVE INDIVIDUAL STATES THAT THE STATEMENT ABOVE IS TRUE AND CORRECT: IF ANY FALSE STATEMENT IS MADE ON THIS APPLICATION, THE APPLICANT SHALL BE DEEMED GUILTY OF PERJURY AND SUBJECT TO PENALTIES PROVIDED BY LAW. (SEC. §53-131.01) NEBRASKA LIQUOR CONTROL ACT

SUBSCRIBED IN MY PRESENCE AND SWORN TO BEFORE ME THIS _____ DAY OF _____, _____.

NOTARY PUBLIC SIGNATURE & SEAL

MEMORANDUM

TO: Rick Kuckkahn, City Manager

FROM: Kevin Spencer, Chief of Police

CC: Kim Wright, City Clerk

DATE: December 30, 2020

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

In regards to the West Nebraska Arts Center application for a Special Designated License, on February 4, 2021, for an art exhibit reception, there will be sufficient law enforcement officers on duty to handle regular patrol duties in the city and to respond to the Arts Center in the event of a problem. I recommend approval given the fact that law enforcement has never been called to the Arts Center to address any issues during these types of events. As always, we would insist that management have adequate staff on hand to closely monitor the event and take steps to ensure minors do not drink.

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


Kevin E. Spencer
Chief of Police

City of Scottsbluff, Nebraska

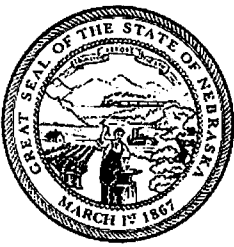
Monday, January 4, 2021

Regular Meeting

Item Public Inp2

Council to discuss and consider action on approving an indoor area approximately 130 x 25 including outdoor area approximately 25 x 9, located at 1820 Broadway for BDS3C, LLC d/b/a Flyover Brewing Company to their existing class L, C, and K Liquor Licenses.

Staff Contact: Kim Wright, City Clerk



Pete Ricketts
Governor

STATE OF NEBRASKA
NEBRASKA LIQUOR CONTROL COMMISSION

Hobert B. Rupe
Executive Director
301 Centennial Mall South 5th Floor
P.O. Box 95046
Lincoln, Nebraska 68509-5046
Phone (402) 471-2571
Fax (402) 471-2814 or (402) 471-2374
TRS USER 800 833-7352 (TTY)

November 20, 2020

Scottsbluff City Clerk
2525 Circle Drive
Scottsbluff, Ne 69361

Dear Clerk:

Please present the following application for **Addition** to your board and send us the results of that action.

ADDITION: INDOOR AND OUTDOOR AREA

LICENSE #: L-122207 AND CK-122206
LICENSEE: BDS3C LLC
TRADE NAME: FLYOVER BREWING COMPANY
ADDRESS: 1824 BROADWAY AND 1820 BROADWAY
CITY/COUNTY: SCOTTSBLUFF/SCOTTS BLUFF COUNTY
CONTACT NUMBER: 308-225-0275
CONTACT PERSON: JOSEPH MARGHEIM
EMAIL: JOE@FLYOVERBREWINGCO.COM

REQUEST: ADDITION OF INDOOR AREA APPROX 130 X 25 INCLUDING OUTDOOR AREA APPROX 25 X 9

MAKING THE NEW DESCRIPTION READ: ONE STORY BUILDING APPROX 140 X 50 INCLUDING OUTDOOR AREA APPROX 10 X 50 PLUS INDOOR AREA 1820 BROADWAY APPROX 130 X 25 INCLUDING OUTDOOR AREA APPROX 9 X 25

APPROVED _____ **DISAPPROVED** _____

Tracy Burmeister
Licensing Division

**APPLICATION FOR ADDITION
TO LIQUOR LICENSE**

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

Office Use

RECEIVED

NOV 20 2020

**NEBRASKA LIQUOR
CONTROL COMMISSION**

Application:

- **Must include processing fee of \$45.00 check made payable to the Nebraska Liquor Control Commission or you may pay online at www.ne.gov/go/NLCCpayport**
- **Must include a copy of the lease or deed showing ownership of area to be added. This is still required even if it's the same as on file with original application**
- **Must include simple hand drawn sketch showing existing licensed area and area to be added, must include outside dimensions in feet (not square feet), show direction north.
NO BLUE PRINTS**
- **May include approval from the local governing body; no addition shall be approved unless endorsed by the local governing body**
- **Check with your local governing body for any additional requirements that may be necessary in making this request for addition**

LIQUOR LICENSE # 122207 and 122206 CLASS TYPE L, C and K
BDS3C LLC
LICENSEE NAME Flyover Brewing Company
TRADE NAME 1824 Broadway. Addition is currently addressed at 1820 Broadway
PREMISE ADDRESS Scottsbluff 69361 Scotts Bluff
CITY ZIP CODE COUNTY
Joseph Margheim
CONTACT PERSON 308-225-0275
PHONE NUMBER OF CONTACT PERSON joe@flyoverbrewingco.com
EMAIL ADDRESS OF CONTACT PERSON

CK 1539
45⁰⁰ PD
11/20/2020



RECEIVED

FORM 110
REV JULY 2015
Page 1 of 2

1. What is being added?

Explain the type of addition that is being requested, i.e. beer garden, adding to building

The back portion of the building will be used for canning and cold storage for distribution. The middle portion will be dry storage and office space. The front portion of the building will be a reservable room for private events as well as additional patio space.

2. Will this addition cause the location to be within 150 feet of a church, school, hospital, home for the aged or indigent persons or for veterans, their wives, and children; or within 300 feet of a college or university campus?

☐

YES

☒

NO

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

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

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

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

3. Include a sketch of the area to be added showing:

- ✓ existing licensed area with length & width in feet
- ✓ area to be added with length & width in feet
- ✓ direction north

4. If adding an outdoor area explain:

- ✓ type of fencing
- ✓ height of fence
- ✓ length & width of outdoor area in feet

12.07 Outdoor area shall mean an outdoor area included in licensed premises, which is used for the service and consumption of alcoholic liquors and which is contained by a permanent fence, wall or other barrier approved by the Commission and shall be in compliance with all building and fire, or other applicable local ordinances.

Rule Chapter 2-012.07

I acknowledge under oath that the premises as added to comply in all respects with the requirements of the act. Neb Rev Stat §53-129

Joseph Margheim, member
Signature of Licensee or Officer

State of Nebraska

County of Scotts Bluff

The foregoing instrument was acknowledged before me this

17 Nov 20

Date

by

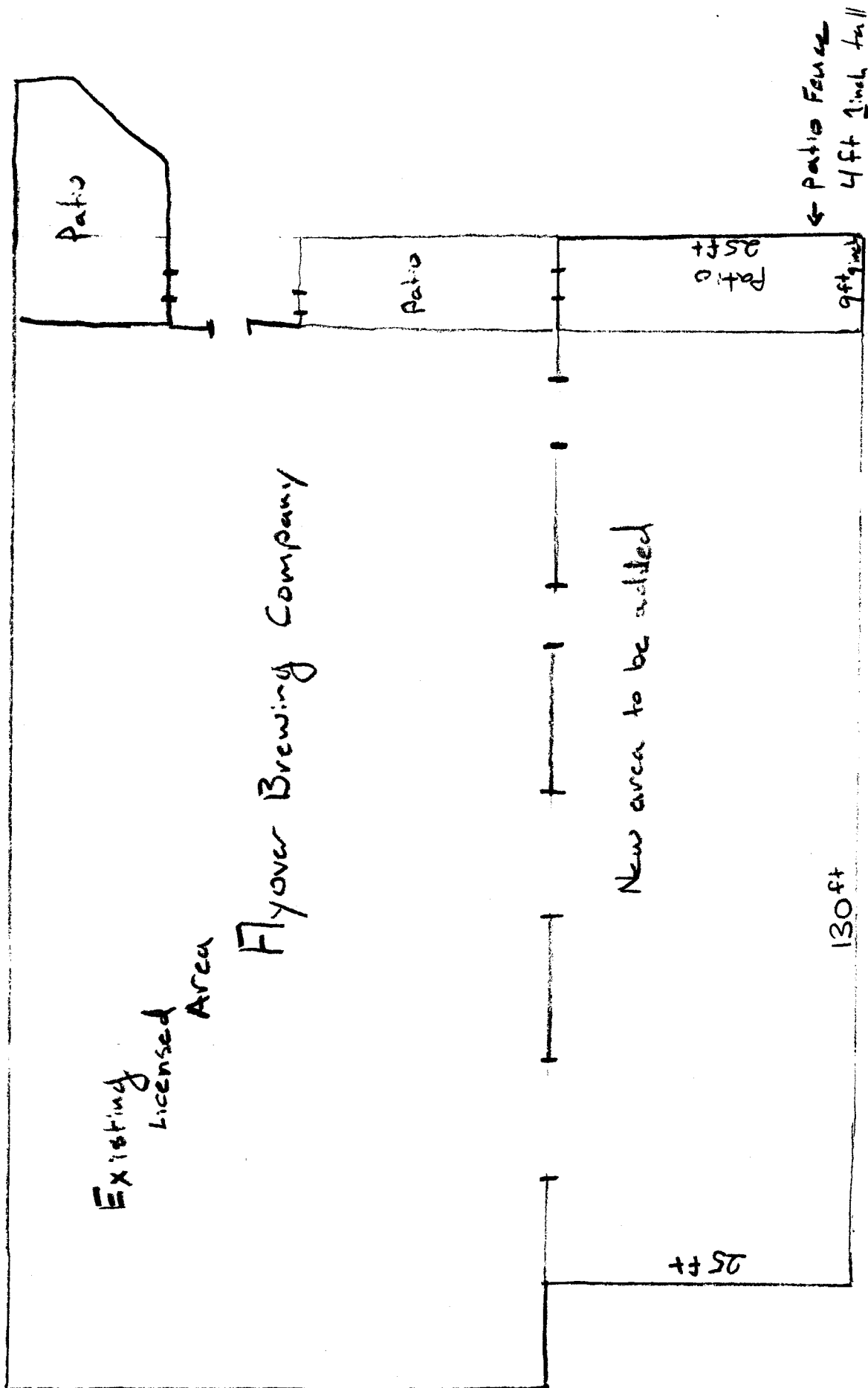
Joseph Margheim

name of person acknowledged (individual(s) signing document)

Not currently Reg.

Notary Public signature

Affix Seal



1N

Client
Copy

RETURN:
Philip M. Kelly
105 East 16th Street
Scottsbluff, NE 69363-0419

WARRANTY DEED

JASON L. FRANK, a single person, Grantor, in consideration of One Dollar and other good and valuable consideration, receipt of which is hereby acknowledged, conveys to BDS3C, LLC, a Nebraska Limited Liability Company, Grantee, the following described real estate (as defined in Neb. Rev. Stat. § 76-201):

Lot 22, Main Street Addition to the City of Scottsbluff, Scotts Bluff County, Nebraska

SUBJECT TO easements, restrictions, reservations and rights of way whether apparent or of record.

GRANTOR covenants (jointly and severally) with the GRANTEE that GRANTOR:

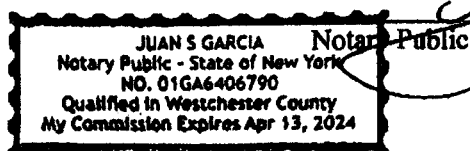
- (1) is lawfully seized of such real estate and that it is free from encumbrances subject to easements, reservations, covenants, and restrictions of record;**
- (2) has legal power and lawful authority to convey the same;**
- (3) warrants and will defend the title to the real estate against the lawful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

EXECUTED: 28th day of October, 2020.


JASON L. FRANK

STATE OF NEW YORK, COUNTY OF New York SS:

The foregoing instrument was acknowledged before me on this 28th day of October, 2020 by **JASON L. FRANK.**



City of Scottsbluff, Nebraska

Monday, January 4, 2021

Regular Meeting

Item Bids1

Council to discuss and consider action on the quote from Safe Slide for repair and restoration of both Westmoor Pool Waterslides for the 2021 season for \$29,900.

Staff Contact: Rick Deeds, Park Superintendent

Agenda Statement

Item No.

For Meeting of: January 4, 2021

AGENDA TITLE: Westmoor Pool Waterslides Repair

SUBMITTED BY DEPARTMENT/ORGANIZATION: Parks & Recreation Department

PRESENTATION BY: Rick Kuckkahn

SUMMARY EXPLANATION: Quote of \$29,900 from SafeSlide of Fredericktown, MO for repair and restoration of both Westmoor Pool Waterslides for the 2021 season.

BOARD/COMMISSION RECOMMENDATION:

STAFF RECOMMENDATION: Staff recommends approval of Option A for both the body slide (\$16,700) and tube slide (\$13,200) on the quote. Safeslide is one of few companies in the nation specializing in water park restoration and was recommended by the company that constructed Westmoor Pool.

EXHIBITS

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

Other (specify) Quote

NOTIFICATION LIST: Yes ☐ No ☒ Further Instructions ☐

Please list names and addresses required for notification.

APPROVAL FOR SUBMITTAL: _____
City Manager

Safe Slide Restoration

"Restoring confidence in your slide."

Dale Cooper LLC DBA Safe Slide Restoration
P.O. Box 186, Fredericktown, MO 63645
855.639.7543
www.safeslides.com

December 17, 2020

Westmoor Pool / Attn: Rick Deeds
1936 Avenue I, Scottsbluff, NE 69361
(308) 630-6235 / rdeeds@scottsbluff.org

Hello Rick,

The following is a proposal for the restoration of your water slides. This proposal is based on the inspection done by Safe Slide Restoration on December 10, 2020. Our company is certified in fiberglass composites by the American Composite Manufacturer's Association (ACMA). We have over **20-years** of experience working with fiberglass and gel coat.

We Have The Industry's Best Warranties

- There is a **5 - year warranty** on paint for adhesion.
- There is a **5 - year warranty** on structural fiberglass repair not to delaminate.
- There is a **5 - year warranty** on gel coat. With yearly maintenance plan



Unique Restoration System

Products

Superior Products
Industry Proven
Chosen by Performance not Price

Processes

Documented Procedures
Consistent & Standards
Safety Standards
Proper PPE

People

Unmatched Certifications
ACMA, NACE, OSHA, Non-Slip
Experience: 160 Projects Last Year

Guarantees

All Project Managers are ACMA Certified
Gel Coat Thickness Meets OEM Standards
Meeting Deadlines
Responsive

V.111820

Slide Description:

Open Flume Tube Slide – Yellow



Work Description: Option A:

Fiberglass Repairs: Make Slide Safe

- Repair seams with bridged coating (from top seams: 4,8,9,16,18)
- Repair all minor fiberglass repairs in ride path (i.e. a chip or gouge with a sharp edge)*
- Minor repairs are as follows:
 - Seam 6 has a 4' section that needs repaired
 - Panel 17 has small repair
- Major repairs are as follows:
 - Start tub is weak and needs to be reinforced
 - Panel 6 has a stress crack approx. 6' long
 - Panel 7 has a stress crack approx. 3' long
 - Panel 12 has a stress crack approx. 3' long
 - Panel 15 has 1 major repair requiring lamination approx. 4' long
 - Panel 22 has 1 major repair that is small
 - Exit panel has a major repair
- All repairs will be done with vinyl-ester resin
- Fiberglass will be used to strengthen major repairs
- Recaulk seams as needed (recaulking is not a guarantee to stop leaking seams) **
- Seams will be sealed with premium caulk
- Steel structure shows 2-3 areas that have rust. Rust needs to be needle gunned, prime coated and top coated
- The base of 2 play features is showing fiberglass. These sections need to be prepped and coated.

Safety Plan Project Amount: \$13,200.00

Slide Description:

Open Flume Body Slide – Tan

Work Description: Option A:

Fiberglass Repairs: Make Slide Safe

- Repair all minor fiberglass repairs in ride path (i.e. a chip or gouge with a sharp edge)*
- Minor repairs are as follows:
 - Touch up areas that gel coat has worn thin showing resin below
 - Approx. 40 areas that need to be repaired
- Major repairs are as follows:
 - Start tub is weak and needs to be reinforced
 - 5th panel from top has a spider crack that needs repaired

V.111820

- All repairs will be done with vinyl-ester resin
- Fiberglass will be used to strengthen major repairs
- Recaulk seams as needed (recaulking is not a guarantee to stop leaking seams) **
- Seams will be sealed with premium caulk

Paint - Exterior: Exterior is showing degradation and needs a coating to protect fiberglass

- Wash exterior of slide with internally formulated cleaner
- Prime-coat bare areas as needed
- Paint exterior with Poly - Siloxane Paint
- Paint RAL color: _____

INIT: _____

Safety Plan Project Amount: \$16,700.00

We at Safe Slide Restoration are committed to quality and customer satisfaction. We are an international company that provides services to the largest water parks and cruise lines in the world. We look forward to putting our expertise to work for you. Please feel free to call my cell at 989-954-6235 or our office at 855-639-7543 if you have any questions or comments.

Thank you for your consideration, we appreciate your time!

Sincerely,
 Joshua Lones
 Senior Customer Representative
joshua@safeslides.com







Terms & Conditions

***Fiberglass repair is defined as any damage that is an obvious threat to the guests, (i.e. a chip or gouge with a sharp edge). This is not to be confused with cosmetic repair, (i.e. a spider crack with no flaking or raised edge). This does not include any major repairs that require fiberglass cloth and resin lamination.**

**** Because of the restrictions of our caulk being able to adhere to joints without the proper amount of surface area, we require that the seams are 3/16" wide to caulk them (If seams are too tight, the caulk will not adhere properly).**

Customer Expectations

Safe Slide Restoration reserves the right to have adequate access to the project area in order to complete the project as efficiently as Safe Slide Restoration deems necessary. This may require, but is not limited to: working 12 hours per day and seven days per week. The facility is responsible for providing access to an adequate water source (5 gallons per minute), electrical power (multiple circuits will be needed), and restroom facilities for the duration of the job. In the event that the project involves any chip repairs or gel coat application, Safe Slide's technicians are capable of in-field color matching the existing Gel Coat. (This is not to be confused with the manufacturer's exact color matching). Our customers have the right to request a draw down, but requests must be made 45 days before the Safe Slide crew arrives on-site. Recaulking seams does not apply if the seam has been previously permanently fiberglassed. We strive towards the very best finish that can be achieved; however, some pinholes may be present. This Agreement shall be construed and governed by the laws of the State of Missouri. The parties agree that in the event any action is brought to enforce any terms of this Agreement or for damages for breach of the Agreement, the venue for such cause of action shall be Madison County, Missouri Circuit Court.

V.111820

Customer Responsibilities

In the event that leaking seams are being addressed by Safe Slide Restoration, the customer is responsible for identifying and labeling seams on the interior and exterior of the slide (we recommend using a permanent marker in the ride path to label seams). The customer is responsible for identifying areas where lift is unable to operate. If a lift is required, Safe Slide is not responsible for any broken concrete, landscaping, etc. Safe Slide may require the removal of fencing to allow lift access to the water slide area if there isn't access through a gate opening. The customer is responsible for providing waste removal. The customer is required to provide lodging and access to restrooms to the Safe Slide crew for the duration of the project. A walk through of finished work and subsequent sign-off is required before Safe Slide's crew leaves the job site. Missing the post project walk through is equivalent to an approved sign off by the customer. Safe Slide Restoration will not be responsible for unscheduled return work in the case that the customer misses scheduled post project walk-through and subsequent sign-off.

Possible Additional Charges

If there are any previous interior or exterior coatings not specified in the above work scope, there will be an additional charge for interior or exterior failed coatings. The pricing above does not include the cost of state taxes, licenses, or permits if required. Slides may require a second coat of paint to achieve the desired finish. In the event that a second coat of paint is required, there will be an additional charge of 50% of the original paint price. A 2-3-point Tie-off system on top portion of closed flume slide may be needed if a lift is inaccessible. A cost of \$90 per panel will be assessed and tie offs will stay in place for customer use. An additional daily fee may be assessed if the project site is compromised due to negligence of customer or persons under the customer's control of said project site. If the customer does not show up and needs to postpone the post job walk through, there will be an additional charge for the delay. This will be determined by how long Safe Slide must stay on site in order to get the walk-through and sign-off which is required before our staff leaves the site. **The cost of a lift and/or scaffolding is not included in the above pricing.** If a lift and/or scaffolding is required, it will be the responsibility of the park to provide.

Warranty Information

5 – year paint Workmanship warranty:

Our 5 – year workmanship warranty covers any delamination that occurs of the coating applied. This warranty **does not** cover fading, claims from extreme acts of nature, improper washing procedures, vandalism, improper maintenance with application of aggressive chemicals. This warranty may become void if peeling occurs due to poor adhesion from the previous original or recoated substrate occurs.

5 – year structural repair workmanship warranty:

Our 5-year workmanship warranty covers delamination of fiberglass from original substrate. This warranty **does not** cover claims from extreme acts of nature, vandalism, or repair that overlaps a repair completed by a previous contractor.

5 – year gel coat workmanship warranty:

Our 5 - year workmanship warranty is only valid if the facility chooses to participate in a yearly maintenance program with Safe Slide Restoration. If not, a standard 2 – year workmanship warranty will apply. Gel coat warranty covers delamination of applied gel coat only. This warranty **does not** cover damage from osmosis blistering, damage or deterioration of cosmetic surface finishes, including corrosion, cracking, crazing, discoloration, fading, oxidation of gel coat, or wet coring/substrates. This warranty does not cover substrates previously coated after the manufacturer's original coating, unless post-manufacturer coating is completely removed by Safe Slide prior to the application of the new coating. This warranty also does not cover any repairs that have been completed by a previous contractor.

Safe Slide Restoration does not offer any warranty for caulking of seams.

Confidentiality Agreement

The information in this document is confidential to the person to whom it is addressed and should not be disclosed to any other person. It may not be reproduced in whole, or in part, nor may any of the information contained therein be disclosed without the prior written consent of the directors of Safe Slide Restoration.

V.111820

City of Scottsbluff, Nebraska

Monday, January 4, 2021

Regular Meeting

Item Resolut.1

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

Staff Contact: Thomas Schingle, Fire Chief

CHAPTER 8

FIRE

Article

1. Fire Hazards, Prevention.

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

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

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

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

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

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

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

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

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

ARTICLE 1

FIRE HAZARDS, PREVENTION

(a) GENERAL PROVISIONS

Section

8-1-1 Terms; defined.

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

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

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

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

8-1-6 Same; corporation counsel.

8-1-7 Same; fire limits.

8-1-8 Same; fire prevention code.

8-1-9 Same; municipality.

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

8-1-11 Article; application.

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

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

8-1-14 to Reserved.

8-1-17

(b) ADMINISTRATION OF LAW

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

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

8-1-20 Permits; inspections; tests.

8-1-21 Article; modification.

8-1-22 Appeals; requirements.

8-1-23 to Reserved.

8-1-26

(c) PARTICULAR HAZARDS

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

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

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

8-1-30 Same; definitions.

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

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

(d) VIOLATIONS; PENALTY

8-1-58 Violations; penalty.

Nebraska Statutes

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

(a) GENERAL PROVISIONS

8-1-1. Terms; defined.

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

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

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

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

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

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

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

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

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

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

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

8-1-6. Same; corporation counsel.

The term “corporation counsel” means the City Attorney.

8-1-7. Same; fire limits.

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

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

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

8-1-9. Same; municipality.

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

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

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

8-1-11. Article; application.

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

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

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

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

The following sections shall read:

Section 101.1. Insert: City of Scottsbluff

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

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

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

Section 112.4. Insert: none, \$250.00

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

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

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

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

5704.2.9.6.1

5706.2.4.4

5806.2

6104.2

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

(b) ADMINISTRATION OF LAW

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

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

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

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

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

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

8-1-21. Article; modification.

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

8-1-22. Appeals; requirements.

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

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

(c) PARTICULAR HAZARDS

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

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

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

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

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

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

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

8-1-30. Same; definitions.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

8-1-38. Same; zoning districts.

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

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

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

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

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

8-1-41. Crankcase draining; storage.

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

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

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

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

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

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

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

8-1-45. Homemade stoves; restrictions.

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

8-1-46. Burning; restrictions.

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

This section shall not be construed to prohibit:

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

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

It shall be unlawful for any person:

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

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

8-1-48. Repealed.

8-1-49. Repealed.

8-1-50. Repealed.

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

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

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

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

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

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

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

(d) VIOLATIONS; PENALTY

8-1-58. Violations; penalty.

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

ARTICLE 2

EMERGENCY SERVICES

Section

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

8-2-8. Disorderly conduct; violation.

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

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

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

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

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

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

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

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

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

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

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

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

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

8-2-15. Violations; penalty.

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

ARTICLE 3

FIRE ALARMS

(a) DEFINITIONS

Section

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

(b) REGULATIONS

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

(a) DEFINITIONS

8-3-1. Definitions; generally.

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

8-3-2. Alarm, false.

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

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

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

8-3-3. Alarm, fire.

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

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

8-3-4. Alarm system.

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

8-3-5. Consolidated Communications Center.

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

8-3-6. Director.

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

8-3-7. Owner; lessee.

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

8-3-8. Public safety personnel.

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

8-3-9. Vendor.

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

(b) REGULATIONS

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

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

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

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

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

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

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

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

8-3-12. Same; recorded messages.

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

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

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

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

8-3-14. Same; application.

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

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

complex is commonly known;

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

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

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

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

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

8-3-15. Same; fees.

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

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

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

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

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

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

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

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

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

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

8-3-18. Alarm systems; inspection.

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

8-3-19. Vendors; duties.

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

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

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

8-3-21. Same; training.

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

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

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

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

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

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

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

8-3-25. False alarm; prohibited.

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

8-3-26. Same; presumption.

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

8-3-27. Violations; penalty.

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

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

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

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

Chapter 4 revision as follows:

4-1-19. Fire Limits; established.

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

~~PLATTED AREAS~~

~~Addition Block Lot~~

~~Broadway Addition 1,2 All~~

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

~~City Addition 1,2 All~~

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

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

~~Kenesaw Addition 1 All~~

~~Main Street Addition All~~

~~McClanahan's Addition 1 All~~

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

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

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

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

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

~~Seventh Addition A All~~

~~Sixth Addition 4,5 All~~

~~South Side Addition 1,2 All~~

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

~~Sunset Addition 1 All~~

~~Third Addition 1,2 All~~

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

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

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

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

~~UNPLATTED AREAS~~

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

Section Quarter Tract

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

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

Section Quarter Tract

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

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

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

PLATTED AREAS

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

UNPLATTED AREAS

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

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

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

Country Club View Add.

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

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

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

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

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

23 2 21. Firefighting system; use of water.

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

23 3 1. Fire hydrants; opening.

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

ORDINANCE NO. _____

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

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

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

“(a) GENERAL PROVISIONS

8-1-1. Terms; defined.

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

8-1-2. Repealed.

8-1-3. Repealed.

8-1-4. Repealed.

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

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

8-1-5.1 Same; fire code official.

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

8-1-6. Same; corporation counsel.

The term “corporation counsel” means the City Attorney.

8-1-7. Same; fire limits.

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

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

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

8-1-9. Same; municipality.

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

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

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

8-1-11. Article; application.

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

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

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

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

The following sections shall read:

Section 101.1. Insert: City of Scottsbluff

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

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

Section 112.4. Insert: none, \$250.00

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

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

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

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

5704.2.9.6.1

5706.2.4.4

5806.2

6104.2

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

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

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

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

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

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

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

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

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

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

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

8-1-13. Repealed.

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

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

(b) ADMINISTRATION OF LAW

8-1-18. Repealed.

8-1-19. Repealed.

8-1-20. Repealed.

8-1-21. Repealed.

8-1-22. Repealed.

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

(c) PARTICULAR HAZARDS

8-1-27. Repealed.

8-1-28. Repealed.

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

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

8-1-30. Same; definitions.

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

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

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

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

Consumer fireworks does not include:

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

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

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

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

8-1-32. Repealed.

8-1-33. Repealed.

8-1-34. Repealed.

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

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

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

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

8-1-37. Repealed.

8-1-38. Repealed.

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

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

8-1-40. Repealed.

8-1-41. Crankcase draining; storage.

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

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

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

8-1-43. Repealed.

8-1-44. Repealed.

8-1-45. Repealed.

8-1-46. Repealed.

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

It shall be unlawful for any person:

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

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

8-1-48. Repealed.

8-1-49. Repealed.

8-1-50. Repealed.

8-1-51. Repealed.

8-1-52. Repealed.

8-1-53. Repealed.

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

(d) VIOLATIONS; PENALTY

8-1-58. Violations; penalty.

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

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

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

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

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

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

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

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

8-2-4. Repealed.

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

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

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

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

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

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

8-2-8. Disorderly conduct; violation.

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

8-2-9. Repealed.

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

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

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

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

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

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

8-2-13. Repealed.

8-2-14. Repealed.

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

“(a) DEFINITIONS

8-3-1. Definitions; generally.

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

8-3-2. Alarm, false.

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

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

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

8-3-3. Alarm, fire.

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

8-3-4. Alarm system.

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

8-3-5. Consolidated Communications Center.

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

8-3-6. Director.

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

8-3-7. Owner; lessee.

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

8-3-8. Public safety personnel.

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

8-3-9. Vendor.

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

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

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

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

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

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

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

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

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

8-3-12. Same; recorded messages.

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

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

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

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

8-3-14. Same; application.

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

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

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

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

8-3-15. Same; fees.

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

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

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

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

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

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

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

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

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

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

8-3-18. Alarm systems; inspection.

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

8-3-19. Vendors; duties.

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

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

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

8-3-21. Same; training.

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

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

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

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

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

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

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

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

8-3-25. False alarm; prohibited.

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

8-3-26. Same; presumption.

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

8-3-27. Violations; penalty.

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

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

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

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

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

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

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

4-1-19. Fire Limits; established.

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

PLATTED AREAS

Broadway Addition - All of BLKS 1,2

City Addition - All of BLKS 1,2

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

Fourth Addition - LTS 16-28 of BLK 1

Kenesaw Addition - All of BLK 1

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

Main Street Addition - LTS 1-24

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

UNPLATTED AREAS

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

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

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

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

23-2-2. Water service rates.

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

23-2-3. Same; minimum charges.

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

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

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

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

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

23-2-6. Meters, reading.

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

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

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

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

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

23-2-9. Same; statements.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

23-2-15. Reserved.

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

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

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

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

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

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

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

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

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

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

23-2-21. Repealed.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

PASSED AND APPROVED on _____, 2020.

Mayor

ATTEST:

City Clerk (Seal)

Approved to form:

City Attorney

City of Scottsbluff, Nebraska

Monday, January 4, 2021

Regular Meeting

Item Resolut.2

Council to discuss and consider action on an Ordinance amending language in the Municipal Code regarding where the City Manager may reside.

Staff Contact: City Council

ORDINANCE NO. _____

AN ORDINANCE OF THE CITY OF SCOTTSBLUFF, NEBRASKA, AMENDING CHAPTER 6, ARTICLE 2 OF THE SCOTTSBLUFF MUNICIPAL CODE DEALING WITH THE RESIDENCE OF THE CITY MANAGER, REPEALING PRIOR PROVISIONS OF MUNICIPAL CODE, PROVIDING FOR AN EFFECTIVE DATE AND PROVIDING FOR PUBLICATION IN PAMPHLET FORM.

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

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

6-2-2. Same; residence.

The City Manager and Assistant City Manager must reside within the corporate limits of the City or within the area over which the City exercises zoning jurisdiction. Except as otherwise provided in the Municipal Code, the City Clerk and all department heads must reside within Scotts Bluff County. (Ord. 3382, 1993; Ord. ____, 2021)

Section 2. Section 6-2-35 of the Scottsbluff Municipal Code is amended to provide as follows:

6-2-35. City Manager; established; appointment; qualifications; terms; residence; absence or disability.

It is hereby established the office of City Manager. The City Manager shall be the Chief Executive Officer of the City. The City Manager shall be appointed by the City Council and shall be chosen solely on the basis of administrative qualifications. The City Manager need not be a resident of the City or State prior to appointment but shall become a resident of the City or reside within the area over which the City exercises zoning jurisdiction before assuming the duties of the office. He or she shall hold office at the pleasure of the City Council. The City Council shall designate by name or by job title the individual who shall perform the duties of the office of the City Manager during the absence or disability of the City Manager and, if one has been appointed, the Assistant City Manager. The City Council shall designate at least two other individuals to serve in succession in the event of the absence or disability of both the City Manager and the individual designated by the City Council to serve in his or her absence. (Ord. 3378, 1994; Ord. ____, 2021)

Section 3. Previously existing Section 6-6-2 and 6-6-35 and all other ordinances and parts of ordinances and conflict herewith are repealed.

Section 4. This ordinance shall become effective upon its passage, approval and publication shall be in pamphlet form.

PASSED and APPROVED on _____, 2021.

Mayor:

ATTEST:

City Clerk (Seal)

Approved as to Form:

City Attorney

City of Scottsbluff, Nebraska

Monday, January 4, 2021

Regular Meeting

Item Reports1

**Council to discuss and consider action on an Economic
Development Agreement for CS Precision Manufacturing, Inc.**

Staff Contact: Starr Lehl, Economic Development Director

ECONOMIC DEVELOPMENT ASSISTANCE AGREEMENT

This Agreement is made on January 4, 2021, between the City of Scottsbluff, Nebraska (the “City”) and CS Precision Manufacturing, Inc. (the “Applicant”).

Recitals:

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

b. The Applicant has made application for assistance from the Program (the “Application”);

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

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

Agreement:

1. Purpose of Grant:

The Applicant is expanding a business in Gering, Nebraska which will be engaged in the manufacture and distribution of hydraulic fittings and couplings (the “Business”). The proceeds of the Grant (as defined below) will be used primarily for the construction of an expanding manufacturing facility, and assembly line improvements and machinery for the expansion of the Business.

2. Amount of Grant:

The Grant shall be in the amount of \$900,000 and shall be disbursed from the City’s Economic Development Fund (the “Fund”) to the Applicant as provided for below. The Grant shall be represented by a promissory note (the “Note”) to be signed at the Grant Closing in the form of the attached Exhibit A. The Note shall not carry interest. Repayment and the application of job credits against the outstanding amount of the Grant shall be as set out below.

3. Grant Disbursement and Grant Closing:

a. Following approval of this Agreement, \$750,000 be scheduled as a claim at the next Council meeting for which the matter may be reasonably scheduled. Following claim

approval of \$750,000 by Council, and if the Applicant has satisfied all conditions to Closing, disbursement of \$750,000 shall be made within 10 business days. The disbursement of the Grant proceeds shall constitute the “Grant Closing”.

b. Between October 1 2021 and July 1, 2022, the Applicant may request, in writing, the remaining \$150,000 of the Grant for the purposes of financing any equipment and machinery purchases related to the expansion of the Business. Upon receipt of such request, \$150,000 shall be scheduled as a claim at the next Council meeting for which the matter may be reasonably scheduled. Following claim approval of \$150,000, and if the Applicant has satisfied all conditions to Closing and is not in default of this Agreement or any document executed pursuant to this Agreement, disbursement of \$150,000 shall be made within 10 business days.

4. Job Credits:

As long as the Applicant is not in default of the Note, this Agreement, or any other document entered into pursuant to this Agreement, the Applicant shall be eligible for credit against the balance due under the Note for Job Credits earned during a Year. A “Year” shall mean the 12-month period ending on each December 31, with the first Year beginning January 1 2021. “Annual Job Credits” shall be calculated as follows:

a. The Applicant is eligible to receive a “Base Annual Job Credit” during a Year equal to the Eligible FTE’s for a Year multiplied by \$2,000.

b. If at the end of a Year, (1) the Annual Report (as provided for below) indicates that the Applicant has any Eligible FTE’s that have average earnings for the Year of at least (i) \$14 per hour in the case of hourly employees, or (ii) \$29,120 in the case of salaried employees, and (2) such employees are eligible for the Applicant’s fringe benefit plan, then the Applicant may earn additional job credits (the “Additional Annual Credits”) as calculated on a per employee basis based on the following table:

<u>Additional Credit</u>	<u>Hourly Rate (Based on 2080 hours)</u>	<u>Annual Salary</u>
\$400	\$14.00 to \$17.99	\$29,120 to \$37,439
\$800	\$18.00 to \$21.99	\$37,440 to \$45,759
\$1,200	\$22.00 to \$25.99	\$45,760 to \$54,079
\$1,600	\$26.00 to \$29.99	\$54,080 to \$62,399
\$2,000	\$30.00 and above	\$62,400 and above

In calculating the hourly rate or salary rate for purposes of the above table, the Applicant is entitled to add the hourly equivalent or annual cost of the following fringe benefits provided to

the applicable employee by the Applicant: 401k Plan, profit sharing, pension or equivalent retirement benefits, health insurance, and life and disability insurance.

c. For purposes of this Agreement, Annual Job Credit shall mean the total of the Base Annual Job Credits and the Additional Annual Credit.

d. The cumulative Job Credits earned by the Applicant before January 1, 2024 shall be pooled and applied against the Grant on the January 1, 2024 (which time-frame shall allow the Applicant time to ramp-up in its expansion plan). Thereafter, the Grant shall earn Annual Job Credits for the next ten (10) Years, beginning January 1, 2024. After the tenth (10th) Year of earning Annual Job Credits, the balance due on the Note, if any, shall be repaid by the Applicant to the Fund. An anticipated job credit schedule is attached to this Agreement as Exhibit B.

5. Employee Definitions:

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

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

c. “Full Time Equivalent” Employees (the “FTE’s”) shall be the number arrived at by dividing the total hours paid by the Applicant to their Eligible Full Time Employees during a Year divided by 2,080 hours, and then rounded down to the nearest tenth; provided, however, the maximum hours paid that can be counted for any one Eligible Full Time Employee shall not exceed 40 hours per week. Salaried employees shall be presumed to have been paid on the basis of 40 hours per week.

d. Eligible FTE’s shall mean the FTE’s calculated for a Year, less 66 (allowing for existing employees of the Applicant before expansion contemplated by this Agreement).

6. Representations and Warranties of the Applicant:

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

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

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

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

d. All representations and warranties made by the Applicant shall survive the Grant Closing.

7. Representations and Warranties of the City:

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

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

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

8. Conditions to Grant Closing:

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

a. All representations and warranties of the Applicant shall be true as of the Grant Closing.

b. The Applicant shall have delivered to the City:

(1) Evidence of Good Standing of the Applicant from the Nebraska Secretary of State.

(2) A copy of the current and correct Articles of Incorporation and Bylaws of the Applicant certified by the Secretary of the Applicant to be correct;

(3) Certified resolutions of the Applicants Board of Directors authorizing this Agreement and providing for signature authority.

c. The Applicant shall have received a loan approval and loan closing from Platte Valley Bank in the amount of \$1,500,000.00, as indicated in the Application.

d. The Applicant shall have received approval from the City Council for the City of Gering, for \$100,000 in the City of Gering LB 840 funds, as indicated in the Application.

e. Couplamatic, Inc. (an affiliate of the Applicant) shall have committed as an investor of the Applicant for the expansion of Applicant.

f. In order to secure the Grant, the Applicant shall have delivered to the City the following:

(1) a joint and several guaranty (the “Guaranty”) of the all the owners of the Applicant and their spouses, in a form agreeable to the City.

(2) a security agreement (the “Security Agreement”) covering the Applicant’s equipment, inventory, accounts, and other personal property which shall be second in priority to the Applicant’s primary lender, Platte Valley Bank. The form of the Security Agreement is attached as Exhibit C

(3) a deed of trust (the “Deed of Trust”) on the Applicant’s business real estate located at 140028 Lockwood Road, Gering, NE 69341, which shall be junior in priority only to the Applicant’s primary lender, Platte Valley Bank, and to the a deed of trust the Applicant has executed for the benefit of Factory Crimp Service, Inc. (a subsidiary/affiliate) for a currently outstanding grant with the Program. The form of the Security Agreement is attached as Exhibit D.

g. The Applicant shall in all material respects have performed its obligations, agreements, and covenants contained in this Agreement to be performed by them, on, or before the Grant Closing.

h. There shall have been no material adverse change in the operation or financial status of the Applicant and the Grant Closing shall constitute the Applicant’s representations that there has been no such material adverse change.

i. In requesting the disbursement of the Grant, the Applicant is considered to have represented that the above conditions have been satisfied and are continuing to be satisfied.

9. Annual Reports:

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

10. Default:

The Applicant shall be in default in this Agreement and the Note if any of the following happen:

- a. Failure to comply with any of the terms of this Agreement, the Note, the Security Agreement, the Deed of Trust, or the Guaranty to include an assignment not permitted under this Agreement.
- b. Any warranty, representation or statement made or given to the City by the Applicant proves to have been false in any material respect when made or given.
- c. The Applicant ceases to conduct its Business or moves its Business outside of Scotts Bluff County, Nebraska.
- d. Dissolution or liquidation of any of the Applicant, the termination of existence, insolvency, business failure, appointment of a receiver, assignment for the benefit of creditors, or bankruptcy of the Applicant.

11. Assignability:

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

12. Confidentiality:

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

13. Notices:

Any notices or other communications between the parties shall be personally delivered, sent by certified or registered mail, return receipt requested, by Federal Express or similar service that records delivery, to the addresses set out below, or to such other address as a party may designate, from time to time, by written notice to the other. A notice shall be deemed effective upon receipt.

a. If to the City:

City of Scottsbluff
2525 Circle Drive
Scottsbluff, NE 69361
Attention: City Manager

b. If to the Applicant:

CS Precision Manufacturing, Inc.
140028 Lockwood Road
Gering, NE 69341
Attention: Scott James

14. Miscellaneous:

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

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

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

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

- e. This Agreement shall be governed by the laws of Nebraska.
- f. This Agreement shall be binding on the successors and assigns of the parties.

[Signature page to follow]

**Signature Page to Economic Development Assistance Agreement between
the City of Scottsbluff, Nebraska and CS Precision Manufacturing, Inc.**

City of Scottsbluff, Nebraska

CS Precision Manufacturing, Inc.

By: _____
Economic Development
Program Administrator

By: _____
Scott James, President

CITY OF SCOTTSBLUFF
ECONOMIC DEVELOPMENT APPLICATION REVIEW COMMITTEE
December 19, 2020

A meeting of the Economic Development Application Review Committee was held on December 19, 2020 at 9:00 a.m. at City Hall, 2525 Circle Drive, Scottsbluff, Nebraska.

Present were committee members Hod Kosman, Dave Schaff, Nate Merrigan, Jim Trumbull, and Dennis Hadden. Also present were Starr Lehl, Economic Development Director, Rick Kuckkahn, Interim City Manager, and Adam Hoelsing, Deputy City Attorney.

The meeting was called to order by Chairman Merrigan at 9:00 a.m.

It was moved by member Trumbull and seconded member Hadden to approve the Minutes of the December 1, 2020 Application Review Committee Meeting. Voting yes: Schaff, Merrigan, Trumbull and Hadden. Voting no: None. Abstaining Kosman.

The next item on the agenda was consideration of an Amended Application from CS Precision Manufacturing, Inc. CS Precision had presented to the Committee during the Committee's meeting on November 17, 2020, regarding an application for expansion of business that would employ approximately 35 new local employees. At the November 17, 2020 meeting, CS Precision generally presented their application, the business plan for expansion, and their funding sources. Among their funding sources for expansion included State of Nebraska CDBG funds, in the amount of \$750,000. Since the November 17, 2020 meeting, it has been learned by the Applicant that the State of Nebraska is without CDBG funds at the moment, and that the \$750,000 expected grant from the State of Nebraska CDBG funds would not be available. The Applicant is therefore amending its application to include a larger request from the City of Scottsbluff LB 840, in the amount of \$900,000. The Committee had previously recommended for approval a grant in the amount of \$750,000.

Other sources to address the short-fall from the lack of CDBG grant funding are the City of Gering LB 840 funds (which have received a recommendation for approval in the amount of \$100,000), increased funding from Platte Valley Bank (the primary lender), and other internal capital expected to be attributed by the Applicant.

Questions were asked of the Applicant regarding capacity for expansion, as well as purchasing partners (customers). Applicant again stated that Couplamatic, Inc. (its affiliated corporation) continues to be and will continue to be the main purchaser of products for the Applicant, but that the Applicant was at capacity and the anticipation that other purchasing orders from other customers will become available due to consolidation within the industry. The Applicant was also asked about the ability to hire current residents versus the ability to attract residents to the area for employment positions. The Applicant stated that mostly the Applicant has relied on local hires from the current workforce as well as from hires out of high school. The Applicant has found it slightly difficult to hire out-of-the-area residents but will continue to make efforts to do so.

Deputy City Attorney Hoelsing discussed specifics of the Applicant's cash-flow needs. The Applicant stated that \$750,000 of the request was needed fairly quickly, but that the increased request of \$150,000 could be provided within the next 18 months.

Thereafter, it was moved by member Schaff and seconded by member Trumbull that the Committee recommend for approval grant assistance to CS Precision Manufacturing, Inc. in the amount of \$900,000, with \$750,000 being available at closing, and \$150,000 being payable upon request of the Applicant between October 1, 2021 and July 1, 2022. The grant would be a full grant, for the available job credit application in the amount of \$2,000 per base full time equivalent and additional credits for "enhanced full time equivalents" for higher paying jobs. The structure of the grant would remain the same as originally recommended by the Committee at the November 17, 2020 meeting: 3 years in which the ramp-up to full job creation, at which point the balance of the assistance would be termed-out and would continue for a ten-year term, with job credits available to be applied against the amount owed.

The grant assistance would still be collateralized by a Deed of Trust on the Applicant's real estate, as well as a security interest in all the Applicant's inventory, receivables, goods, and other intangibles. The lien on the Deed of Trust and the security interest would be second to the interest of Platte Valley Bank as the primary lender. Voting yes: Merrigan, Schaff and Trumbull. Voting no: None. Abstaining Kosman and Hadden.

Following discussion of the application, future members of the Committee were discussed again. Members of the Committee felt that any future members would need to be present in at least one or more Committee meetings to determine their interest and skill-set for the Committee. Following their presence at one of the committee meetings, the Committee was comfortable recommending their appointment by the City Council. The staff was directed to invite perspective community members to future meetings to meet and discuss the Committee business with current Committee members

Following that discussion, the Committee Meeting was adjourned at 9:45 a.m.

Starr Lehl, Economic Development Director

City of Scottsbluff, Nebraska

Monday, January 4, 2021

Regular Meeting

Item Reports2

Council to discuss and consider action on authorizing the Mayor to sign the 2020 Rural Workforce Housing Investment Fund Entity Commitment Form.

Staff Contact: Starr Lehl, Economic Development Director

**2020 RURAL WORKFORCE HOUSING INVESTMENT FUND
ENTITY COMMITMENT FORM**

Applicant Organization Information

Organization Name: Twin Cities Development

Street Address: 1620 Broadway

City: Scottsbluff **State:** NE **Zip:** 69361

Contact Person: Rawnda Pierce

Phone: **Email:** twincitiesdev@tcdne.org

Commitment Entity Information

Entity Name: City of Scottsbluff

Street Address: 2525 Circle Drive

City: Scottsbluff **State:** NE **Zip:** 69361

Contact Person: Starr Lehl

Phone: 308-630-6213 **Email:** slehl@scottsbluff.org

The City of Scottsbluff is committed to donating \$350,000 for the Rural Workforce Housing Investment Fund.

Entity Name: City of Scottsbluff

Signature: _____

Date:

City of Scottsbluff, Nebraska

Monday, January 4, 2021

Regular Meeting

Item Reports3

Council to discuss and consider action on appointing Philip Mark Bohl as the City of Scottsbluff Street Superintendent for Jan. 1 through Dec. 31, 2021 for the purpose of the 2021 calendar year Highway Incentive Payment to be issued to the City by the NE Dept. of Transportation in February 2022.

Staff Contact: Mark Bohl, Public Works Director

City of Scottsbluff, Nebraska

Monday, January 4, 2021

Regular Meeting

Item Reports4

Council to discuss and consider action on authorizing payment for drone flight for a video project from their \$500,000 special projects fund.

Staff Contact: Rick Kuckkahn, Interim City Manager



M.C. SCHAFF & ASSOCIATES, INC.

818 South Beltline Highway East
Scottsbluff, Nebraska 69361
(308)635-1926 PHONE (308)635-7807 FAX

INVOICE NO. 20399
DATE December 28, 2020

TO City of Scottsbluff
Attn: Liz Loutzenhiser
2525 Circle Drive
Scottsbluff, NE 69361
Email: eloutz@scottsbluff.org

JOB NUMBER	MCS ID	PAYMENT TERMS
15B100002	DAS	Due upon receipt 1.5% per month interest charged on all account 30 days past due

QUANTITY	DESCRIPTION	UNIT PRICE	LINE TOTAL
	November 2020 Services		
	<u>Planning & Zoning</u>		
36.00	hours GIS - Scottsbluff video project - planning drone flights, meeting with Zachary at City, sUAS field ops, ground ops, uploading data to cloud, data processing, and documentation	95.00	3,420.00
		SUBTOTAL	\$ 3,420.00
WE NOW ACCEPT CREDIT CARDS.			
		TOTAL	\$ 3,420.00

PLEASE INCLUDE THE INVOICE NUMBER WITH YOUR PAYMENT
THANK YOU FOR YOUR BUSINESS!