

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

Regular Meeting
December 3, 2018
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. Minutes
 - a) Council to approve the minutes of the November 19, 2018 Regular Meeting.
8. Financial Report
 - a) Council to receive the September Financial Report.
9. Announcement of New Council Members and Oath of Office
 - a) Announcement of names of individuals qualified to be seated as members of the City Council and pledging Oath of Office by newly elected Council and acknowledgement that appropriate bonds are in place. Newly elected Council Members are seated.
 - b) Roll Call of New Council.
 - c) Selection of Temporary Chairperson
 - d) Election of Mayor
 - e) Election of Vice President of the Council
 - f) Council to consider appointment to various committees for a two-year term.
 - g) Council to convene as the Scottsbluff Leasing Corporation and discuss and take action on agenda items.
 - h) Reconvene as the Scottsbluff City Council-Roll Call.

- i) Council to receive presentation and consider readoption of the City Council Code of Conduct.
- 10. Claims
 - a) Regular Claims
- 11. Public Hearings:
 - a) Council to conduct a public hearing set for this date at 6:15 p.m. to consider an Ordinance-proposed text changes including definitions for Micro Distilleries and Distilleries and including such as a special permitted and permitted use in zoning districts C-1, C-2, C-3, M-1, & M-2.
 - b) Council to conduct a public hearing set for this date at 6:15 p.m. to consider an Ordinance-proposed text changes to include regulations regarding signs and revise the sign tables to allow for free standing signs in zoning districts PBC, C-1, C-2, C-3, M-1, & M-2.
 - c) Council to conduct a public hearing set for this date at 6:15 p.m. to consider a Zone Change for parcel Lot 1, Block 1, Northern Heights by Foos from an R-1A Single Family to Office and Professional (O&P).
 - d) Council to conduct a public hearing set for this date at 6:15 p.m. to consider a Resolution taking formal action and adopting a uniform policy pursuant to the Local Government Miscellaneous Expenditure Act.
- 12. Resolution & Ordinances:
 - a) Council to consider an Ordinance including definitions for Micro Distilleries and Distilleries and including such as a special permitted and permitted use in certain zoning districts within the City.
 - b) Council to consider an Ordinance to include regulations regarding signs and revise the sign tables to allow for free standing signs in certain zoning districts within the City.
 - c) Council to consider an Ordinance regarding a Zone Change for parcel Lot 1, Block 1, Northern Heights by Foos from an R-1A Single Family to Office & Professional (O&P).
 - d) Council to consider a Resolution taking formal action and adopting a uniform policy pursuant to the Local Government Miscellaneous Expenditure Act.
 - e) Council to consider an Ordinance annexing tracts of land known as Lot 1, Block 1, Western Addition and tracts of land situated in the W1/2 SW1/4 of Section 19, Township 22 North, Range 54 West of the 6th P.M., Scotts Bluff County. (second reading)
 - f) Council to consider an Ordinance designating the public way in Immigrant Trail Subdivision as Migrant Way, authorizing its use as a street. (second reading)
- 13. Reports from Staff, Boards & Commissions:
 - a) Council to appoint Astrid Munn to the Parks, Recreation, and Tree Board.
 - b) Council to consider approval of a License Agreement with Auto Spa, LLC and authorize the Mayor to execute the Agreement.
 - c) Council to consider approval of a Copier Service Contract renewal with Copier

Connection, Inc. for the Water and Wastewater office copier and authorize the Mayor to execute the Contract.

- d) Council to consider approval of a Software Service Agreement with Sensus USA, Inc. for the FlexNet Advanced Metering Infrastructure System for meter reading and authorize the Mayor to execute the Agreement.
- 14. Public Comments: The purpose of this agenda item is to allow for public comment of items for potential discussion at a future Council Meeting. Comments brought to the Council are for information only. The Council will not take any action on the item except for referring it to staff to address or placement on a future Council Agenda. This comment period will be limited to three (3) minutes per person
- 15. Council reports (informational only):
- 16. Scottsbluff Youth Council Representative report (informational only):
- 17. Adjournment.

City of Scottsbluff, Nebraska

Monday, December 3, 2018

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, December 3, 2018

Regular Meeting

Item Minutes1

Council to approve the minutes of the November 19, 2018 Regular Meeting.

Staff Contact: City Council

The Scottsbluff City Council met in a regular meeting on November 19, 2018 at 6:00 p.m. in the Council Chambers of City Hall, 2525 Circle Drive, Scottsbluff. A notice of the meeting had been posted at the Lied Scottsbluff Public Library, The Public Safety Building and Scottsbluff City Hall on November 16, 2018. The notice was posted late, due to an error by the Star Herald, on November 17, 2018, a newspaper published and of general circulation in the City. The notices stated the date, hour and place of the meeting, that the meeting would be open to the public, that anyone with a disability desiring reasonable accommodations to attend the Council meeting should contact the City Clerk's Office, and that an agenda of the meeting kept continuously current was available for public inspection at the office of the City Clerk in City Hall; provided, the City Council could modify the agenda at the meeting if it determined that an emergency so required. A similar notice, together with a copy of the agenda, also had been emailed to each council member, made available to radio stations KNEB, KMOR, KOAQ, and television stations KSTF and NBC Nebraska, and the Star Herald. The notice was also available on the city's website on November 16, 2018.

Mayor Meininger presided and City Clerk Wright recorded the proceedings. The Pledge of Allegiance was recited. Mayor Meininger welcomed everyone in attendance and encouraged all citizens to participate in the Council meeting asking those wishing to speak to come to the microphone and state their name and who they are representing for the record. Mayor Meininger 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: Randy Meininger, Scott Shaver, Jordan Colwell, Mark McCarthy, and Raymond Gonzales. Also present were City Manager Johnson and City Attorney Kent Hadenfeldt.

Mayor Meininger asked if there were any changes to the agenda. There were none.

Mayor Meininger 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 McCarthy seconded by Council Member Colwell that,

- a) "The minutes of the November 5, 2018 Regular Meeting be approved,"
- b) "A public hearing be set for December 3rd at 6:15 p.m. to consider an Ordinance-proposed text changes including definitions for Micro Distilleries and Distilleries and including such as a special permitted and permitted use in zoning districts C-1, C-2, C-3, M-1, & M-2."
- c) "A public hearing be set for December 3rd at 6:15 p.m. to consider an Ordinance-proposed text changes to include regulations regarding signs and revise the sign tables to allow for free standing signs in zoning districts PBC, C-1, C-2, C-3, M-1, & M-2."
- d) "A public hearing be set for December 3rd at 6:15 p.m. to consider a Zone Change for parcel Lot 1, Block 1, Northern Heights by Foos from an R-1A Single Family to Office and Professional (O&P)."
- e) "A public hearing be set for December 3rd at 6:15 p.m. to consider a Resolution taking formal action and adopting a uniform policy pursuant to the Local Government Miscellaneous Expenditure Act."
- f) "A public hearing be set for December 17th at 6:00 p.m. to consider a Redevelopment Plan by PIVO, Inc."
- g) "A public hearing be set for December 17th at 6:00 p.m. to consider a Redevelopment Plan by Auto Spa, LLC." "YEAS," Colwell, Meininger, Shaver, McCarthy, and Gonzales. "NAYS," None. Absent: None.

Moved by Mayor Meininger, seconded by Council Member Gonzales, "that the following claims be approved and paid as provided by law out of the respective funds designated in the list of claims dated November 19, 2018, as on file with the City Clerk and submitted to the City Council," "YEAS," Meininger, Shaver, McCarthy, Gonzales, and Colwell. "NAYS," None. Absent: None.

CLAIMS

ACTIONCOMMUNICATIONSINC.,RADIOBATTERY,456.9;ADVANCEAUTOPARTS,HEADLIGHT,37.49; ADVERTISING SPECIALTIES LLC,UNIFORM SHORTS WITH EMBROIDERY,681.8; AMERICAN WATER WORKS ASSOCIATION,MEMBERSHIPS,198; ANITA'S GREENSCAPING INC,CONT. SRVCS.,242; ARROWHEAD SCIENTIFIC,INVEST SUPPL-PD,379.77; AUTOZONE STORES, INC,EQUIP MTNC,273.82; B & H INVESTMENTS, INC,DEP SUP.. - LIBRARY,40.5; BLUFFS SANITARY SUPPLY INC.,DEPT SUPPL-PD,741.45; CAPITAL BUSINESS SYSTEMS INC.,CONT. SRVCS.,494.07; CARR- TRUMBULL LUMBER CO, INC.,DEPT SUP,24.61; CELLCO PARTNERSHIP,CELL PHONES,181.1; CENTURY TOOL INC,DEPT SUPPLIES,10; CITY OF GERING,DISPOSAL FEES,44583.14; CLARK PRINTING LLC,DEPT SUPPL-PD,773.06; COLONIAL LIFE & ACCIDENT INSURANCE COMPANY,SUPPLEMENTAL INS,48.7; COMPUTER CONNECTION INC,CONTRACTUAL-PD,44; CONTRACTORS MATERIALS INC.,DEPT SUP,390.2; CORE & MAIN LP,DEPT SUP,21670.68; COZY, INC,DOOR SIGNS AND LETTERING FOR UNIT 1,175; CREDIT BUREAU OF COUNCIL BLUFFS,FEE - OCTOBER 2018,50; CREDIT MANAGEMENT SERVICES INC.,WAGE ATTACHMENT,218.06; CROELL INC,DEPT SUP,409.28; CYNTHIA GREEN,DEP. SUP.,87.51; D & H ELECTRONICS INC.,SUPP - SOLDER,27.06; DUANE E. WOHLERS,DISPOSAL FEES,800; ELLIOTT EQUIPMENT COMPANY INC.,DEPT SUPPLIES,4803; ENSEMBLE SOLUTIONS GROUP,MOBILE CAD SIERRA WIRELESS, ANTENNA, OBDII DONGLE,1353; FASTENAL COMPANY,EQUIP MAINT,35.98; FATBOYSTIREANDAUTO,EQUIPMTNC,1442.2;FEDERALEXPRESSCORPORATION,POSTAGE,5 90; FERNANDEZ ROBERTO,CONTRACTUAL,150; FREMONT MOTOR SCOTTSBLUFF, LLC,EQUIP MTNC,359.45; GALLS INC,UNIFORMS-PD,786.15; GENERAL TRAFFIC CONTROLS, INC,CONTROLLER, CAMERA FOR 20TH & BROADWAY,23120; GRAY TELEVISION GROUP INC,CONTRACTUAL SVC,1390; HAWKINS, INC.,CHEMICALS,3941.22; HD SUPPLY FACILITIES MAINTENANCE LTD,DEPT SUP,3366.02; HYDROTEX PARTNERS, LTD,OIL & ANTIFREEZE,1659.88; IDEAL LAUNDRY AND CLEANERS, INC.,JANITORIAL SUPP,1219.23; INGRAM LIBRARY SERVICES INC,BKS. & AV,1422.82; INLAND TRUCK PARTS&SERVICE,EQUIPMTNC,305.12;INTERNALREVENUESERVICE,WITHHOLDINGS,60864. 29; INTRALINKS, INC,CONTRACT SERVICES - POLICE DEPARTMENT,11837.41; INVENTIVE WIRELESS OF NE, LLC,CONTRACTUAL,35.32; J G ELLIOTT CO.INC.,PUBLIC OFFICIAL BOND - SCOTT SHAVER,100; JONATHAN BRUMLEY,EXPONENTIAL ENGINE TRAINING COURSE,1322.45; KENNETH LEROY DODGE,EQUIP.MAINT.,80; KNOW HOW LLC,EQUIP MTNC,1524.31; KOLB T NATHAN,CONTRACTUAL,165; KRIZ DAVIS,DEPT SUPPLIES,164.7; LEXISNEXISRISKDATAMANAGEMENT,CONSULTINGPD,100;LOFINKBRADEN,CONTRACTU AL,165; LOGOZ LLC,SWEATSHIRTS,252; MALTOS-GARCIA ARNOLDO,CONTRACTUAL,165; MATHESON TRI-GAS INC,RENT - MACHINES,55.25; MATTHEW M. HUTT,PRE EMPL. EVAL - T. GILL,1350; MENARDS, INC,BUILDING SUPPLIES FOR TRAINING,1038.98; MIDLANDS

NEWSPAPERS,INC,LEGALPUBLISHING,3781.61;MONUMENTPREVENTIONCOALITION,CONTRACTUAL-PD,939.94; MULLEN MITCH,CONTRACTUAL,150; MUNICIPAL EMERGENCY SERVICES INC,THERMAL IMAGER BATTERIES,431.31; MUNICIPAL PIPE SERVICES, INC.,DEPT SUP,5522.84; MUNIMETRIX SYSTEMS CORP,IMAGESILE - OCTOBER 2018,39.99; NE CHILD SUPPORT PAYMENT CENTER,NE CHILD SUPPORT PYBLE,1350.55; NE COLORADO CELLULAR, INC,CONTRACTUAL SVC,75.52; NE DEPT OF ENVIRONMENTAL QUALITY,SRF LOAN PMT,325959.12; NE DEPT OF REVENUE,TAX,30849.64; NEBRASKA SAFETY & FIRE EQUIPEMENT INC.,EQUIP MAINT-PD,30; NEBRASKA MACHINERY CO,EQUIP MAINT,166.46; NEBRASKA MUNICIPAL CLERKS' ASSOCIATION,MEMBERSHIP DUES - K. WRIGHT FY 18-19,90; NEBRASKA PUBLIC POWER DISTRICT,ELECTRIC,38437.56; NEBRASKA RURAL RADIO ASSOCIATION,CONTRACTUAL SVC,232.5; NEMNICH AUTOMOTIVE,EQUIP MTNC,79.5; NEOPOST,POSTAGE,1000; NEOPOST USA INC,RENT-MACHINES-PD,767.88; NETWORKFLEET, INC,CONTRACTUAL SERVICES,204.5; NORTHERN SAFETY COMPANY, INC.,DEPT SUP,631.15; OCLC ONLINE COMPUTER LIBRARY CENTER, INC,CONT. SRVCS.,364.49;OLSON JOSEPH,CONTRACTUAL,210; PANHANDLE COOPERATIVE ASSOCIATION,OTHER FUEL,24592.13; PANHANDLE ENVIRONMENTAL SERVICES INC,CONTRACTUAL SVC,274.5; PATTLEN ENTERPRISE, INC,EQUIP MAINT,329.42; PLATTE VALLEY BANK,HEALTH SAVINGS ACCOUNT,14989.1; PLATTE VALLEY BANK,ED ASSISTANCE AGREEMENT - PAYMENT #3,157879.61; POSTMASTER,POSTAGE,884.86; POWERPLAN,EQUIP MTNC,3745.76; PROTEX CENTRAL, INC.,CONTRACTUAL SVC,1088.19; QUILL CORPORATION,DEPT/INVEST SUPPL-PD,294.3; RAAJ LINCOLN LESSE, LLC,LODGING FOR STATE THIRA,376; RAILROAD MANAGEMENT CO III, LLC,RENT - LAND,470.82; REGIONAL CARE INC,CLAIMS,83246.55; REGIONAL WEST MEDICAL CENTER,2018 HEALTH FAIRS,7585.55; S M E C,EMPLOYEE DEDUCTION,160; SAFETYLINE CONSULTANTS, INC,DEPT SUPPL-PD,20.6; SANDBERG IMPLEMENT, INC,EQUIP MAINT,307.04; SCB COUNTY,DEPT CNTRCL SRVCS,71.5; SCB FIREFIGHTERS UNION LOCAL 1454,FIRE EE DUES,225; SCOTTIES POTTIES INC,CONTRACTUAL,675; SCOTTS BLUFF COUNTY COURT,LEGAL FEES-PD,289; SCOTTSBLUFF POLICE OFFICERS ASSOCIATION,POLICE EE DUES,576; SCOTTSBLUFF SCREENPRINTING & EMBROIDERY, LLC,UNIFORMS & CLOTHING,352.03; SCOTTSBLUFF WINSUPPLY COMPANY,EQUIP MAINT,816; SIMMONS JACOB,CONTRACTUAL,45; SIMMONS OLSEN LAW FIRM, P.C.,CONTRACTUAL-PD,4167.18; SIMON CONTRACTORS,STREET PATCH - MIDWEST THEATER PKG LOT IMPROVEMENT,3299.11; SNELL SERVICES INC.,ELECTRICAL MAINT,1172.5; SONNY'S TOWING,TOW SERVICE-PD,510; STATE ELECTRICAL DIV,LICENSE & PERMITS,40; SUBWAY 6906,LUNCH - CIVIL SERVICE POLICE OFFICER INTERVIEWS,34.56; SUPERIOR SIGNALS, INC,EQUIP MTNC,227.98; TEXAS PNEUDRAULIC INC,EQUIP MTNC,2946.52; THE CHICAGO LUMBER COMPANY OF OMAHA INC,SUPP - HEM FIR,192.93; THE PEAVEY CORP,INVEST SUPPL-PD,87.5; TOYOTA MOTOR CREDIT CORPORATION,HIDTA CAR LEASE-PD,365.69; TRANS IOWA EQUIPMENT LLC,EQUIP MTNC,1643.41; TY MCANINCH,CONTRACTUAL,60; UNION BANK & TRUST,RETIREMENT,37154.13; UNIQUE MANAGEMENTSERVICES, INC,CONT. SRVCS.,286.4;US BANK,E-CITATION PRINTERS,1314.1; WARREN GARRETT,CONTRACTUAL,90; WESTERN COOPERATIVE COMPANY,DEPT SUPP,50; WESTERN COOPERATIVE COMPANY,EQUIP MAINT,51.43; WESTERN

COOPRTATIVE COMPANY,GROUND MAINT,1314; WESTERN PATHOLOGY CONSULTANTS, INC,RANDOM DOT TESTING & PRE EMPL. FIREFIGHTER,410.5; WESTERN TRAVEL TERMINAL, LLC,VEH MAINT-PD,384; WOODS & AITKEN LLP,PROF SERVICES - CIR CASE 1464-IBEW 1597,957; WYOMING CHILD SUPPORT ENFORCEMENT,CHILD SUPPORT,738.08; REFUNDS: JASMINE SANTOS, 16.30; KYLEE DAVIS, 21.73; STANLEY HAAS, 28.91; WESTERN PROPERTIES MATT ZIEGLER, 10.92

Mayor Meininger opened the public hearing at 6:02 p.m. to consider acquiring property at 1306 East Overland located over the Scottsbluff Drain, with City Manager Johnson explaining the property owner requested the property be purchased by the City to the Scottsbluff Drain Board. The purchase price, per the appraisal, is \$95,000.00 and would be an equal split between the City of Scottsbluff and Scotts Bluff County; including demolition, potential asbestos abatement and acquisition of the property. Mr. Johnson also affirmed the Drain Board recommends purchasing the property to open up the Scottsbluff Drain. Council Member Shaver asked if \$95,000.00 was for everything, or just the purchase of the property. Mr. Johnson stated it was just for the purchase of the property.

Mr. Brendan Rice, legal counsel for the property owner, Ms. Teresa Lucius, approached the Council and pointed out that the property will have to be purchased to fully open up the drain at some point in time and reminded them that the appraisal has already been completed and the closing costs would be split equally between the parties. There were no additional comments from the public. Mayor Meininger closed the public hearing at 6:05 p.m.

Mayor Meininger made the motion, seconded by Council Member Colwell “to approve Resolution No. 18-11-02 authorizing the purchase and acquisition of real estate and authorizing City Manager Johnson to sign closing documents for the purchase of property located at 1306 East Overland,” “YEAS,” Shaver, McCarthy, Gonzales, Colwell, and Meininger. NAYS, None. Absent: None.

RESOLUTION NO. 18-11-02

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

WHEREAS, the City of Scottsbluff in an effort to help clean up the right of way for the Scottsbluff Drain has entered into an agreement to purchase property, located within the City known as 1306 East Overland;

WHEREAS, one of the requirements from the Title Insurance Commitment is to have a Resolution from the City Council of the City of Scottsbluff to approve the transaction and to designate a party authorized to sign the closing documents.

NOW, THEREFORE, BE IT RESOLVED by the City Council of the City of Scottsbluff that approval is now given for the purchase and acquisition of real estate with the address of 1306 East Overland, Scottsbluff, Nebraska and more particularly described as follows:

The North 202' of the West 102' of Tax Lot 5G, unplatted lands in a part of the NW1/4NE1/4 of Section 25, Township 22 North, Range 55 West of the 6th P.M., in Scotts Bluff County, Nebraska described as follows:

Beginning at the Northwest corner of the said NW1/4NE1/4 of Section 25; thence South, along the West line of the said NW1/4NE1/4, a distance of 202 feet; thence

East, parallel with the North line of the said NW1/4NE1/4 a distance of 102 feet; thence North, parallel with the West line of the said NW1/4NE1/4 distance of 202 feet; thence West along the North line of said NW1/4NE1/4 a distance of 102 feet to the point of beginning; more commonly known as 1306 East Overland, Scottsbluff, NE.

The Council further resolves the City Manager, Nathan Johnson, shall have authority to sign any and all closing documents required by the title company, including a HUD-1 Closing Statement for the completion of this transaction.

2. This Resolution shall become effective following its passage and approval.

Passed and approved on November 19, 2019.

Mayor

Attest:

City Clerk

(Seal)

Mr. Johnson presented the Annual Street Superintendent Certification as required to determine the Nebraska Department of Roads incentive payment. It was put into motion by Council Member McCarthy and seconded by Council Member Shaver “to approve the Certification identifying Philip Mark Bohl as the City of Scottsbluff Street Superintendent for determining incentive payment for 2018,” “YEAS,” McCarthy, Gonzales, Colwell, Meininger, and Shaver. “NAYS,” None. Absent: None.

Council Member McCarthy, seconded by Council Member Colwell made the motion “to approve Resolution 18-11-03 naming Philip Mark Bohl as the City of Scottsbluff Street Superintendent,” “YEAS,” Gonzales, Colwell, Meininger, Shaver, and McCarthy. “NAYS,” None. Absent: None.

RESOLUTION NO. 18-11-03

WHEREAS, the State of Nebraska, through the Nebraska Department of Roads (“NDOR”) Requires a licensed Street Superintendent be named each year for municipalities within the State

of Nebraska; and

WHEREAS, the City of Scottsbluff (“City”) has an employee, Philip Mark Bohl, who is a Licensed Street Superintendent; and

WHEREAS, the City has appointed and Philip Mark Bohl has agreed to be the City’s Street Superintendent for the 2019 calendar year.

NOW THEREFORE, BE IT RESOLVED by the City Council and Mayor of the City of Scottsbluff, Nebraska that Philip Mark Bohl, Nebraska Street Superintendent #1103 is appointed as the Street Superintendent for the City of Scottsbluff.

This Resolution shall become effective upon its passage and approval.

PASSED and APPROVED on November 19, 2018.

Mayor

ATTEST:

City Clerk

City Manager Johnson explained to Council an Ordinance requesting annexation from two property owners, Western Sugar Company and Eric and Brandy Reichert. The area is approximately 35-36 acres and the request is due to economic development and growth potential in the City limits. Council Member Gonzales introduced the Ordinance which was read by title on first reading: **AN ORDINANCE OF THE CITY OF SCOTTSBLUFF, NEBRASKA, ANNEXING TRACTS OF LAND KNOWN AS LOT 1, BLOCK 1, WESTERN ADDITION AND TRACTS OF LAND SITUATED IN THE W1/2 SW1/4 OF SECTION 19, TOWNSHIP 22 NORTH, RANGE 54 WEST OF THE 6TH P.M., ALL IN SCOTTS BLUFF COUNTY, NEBRASKA, AND PROVIDING FOR PUBLICATION IN PAMPHLET FORM.**

Fire Chief Schingle approached Council regarding the Ordinance establishing a fee for non-medical assistance to individuals. He explained this is a red line version of the original Ordinance that was introduced last week, noting changes made due to concerns and comments. This Ordinance is revised to

be a non-medical assist and the \$100.00 fee will be assessed after two responses. Mr. Schingle also noted after the first response a letter or phone call could be made to another responsible source, including Office of Aging or DHHS, to assist in helping the individual. Council Member Shaver asked who would get the bill if the patient was in a nursing home. Fire Chief Schingle stated the individual would get the bill, per the wording in the Ordinance. Council Member Gonzales asked how many calls the fire department receives. Mr. Schingle stated for the last twelve consecutive months they have had 127 calls for service with 9-10 individuals requesting more than three times. He also stated thirteen times they were not able to respond to a medical call because of a fire response. Council Member Colwell asked if they get calls to assisted Living and nursing homes, with Mr. Schingle stating they get calls to both, as well as individual homes. After discussion, Fire Chief Schingle was asked to change the number of times before assessing the fee from two to three and modify assisted living and nursing care facilities wording in the Ordinance.

Regarding the Ordinance designating the public way in Immigrant Trail Subdivision as Migrant Way, authorizing its use as a street, Mr. Johnson explained to Council that this is due to growth and economic development needing to use the public way as a street to get access to the backside of the property. Council Member Shaver asked who would pay to upgrade to public street standards. Mr. Johnson stated the wording in the Ordinance says it is not contingent on street standards because of topography and other physical conditions rendering it impractical to alter. Mayor Meininger introduced the Ordinance, which was read by title on first reading: **AN ORDINANCE OF THE CITY OF SCOTTSBLUFF, NEBRASKA, DESIGNATING THE PUBLIC WAY IN IMMIGRANT TRAIL SUBDIVISION AS MIGRANT WAY, AUTHORIZING ITS USE AS A STREET, PROVIDING FOR AN EFFECTIVE DATE AND PROVIDING FOR PUBLICATION IN PAMPHLET FORM.**

After discussion, Council Member Shaver asked that the Ordinance be read one more time so he can make sure the public way meets the requirements of a street.

Mr. Johnson, due to a request from Council, introduced some funding mechanisms regarding the Riverside Discovery Contract. Suggestions brought forth included property tax and an occupation tax for restaurants. Mr. Johnson reminded Council that any property tax adjustment would have to go back to the vote of the people and mentioned an occupation tax for restaurants would require hiring another City employee because of the workload. He also stated that sales tax numbers are down \$25,179.00 or -5.14 compared to this time last year. During discussion, Council Member Shaver stated we need to get support from people in this community with ideas and Mayor Meininger asked Mr. Johnson to bring back figures regarding an occupational tax on food, while taking in account the extra position. Council Member Gonzales suggested reaching out to cities the size of Scottsbluff that have a zoo and finding out how they pay for it and what financial resources they are using.

Ms. Starr Lehl, Economic Development Director approached Council regarding a \$150,000.00 Economic Development loan for Bsquared Farming & Trucking, LLC., which is an interstate over-the-road, long-haul flatbed trucking and fuel/propane distribution business. They will integrate thirteen new fulltime jobs and they focus on the distribution of retail, automotive fuel products and propane, as well as farming supplies and building materials. Mr. Clifford Brabson, manager, explained to Council they haul in supplies/fuel for local businesses; starting in April with two trucks and have grown to eight. Council Member Shaver asked why instead of a scale for the jobs credits, they have a flat fee. Ms. Lehl stated that would be the maximum amount and the total job credit would not exceed 37,500.00 per year, no matter how many employees, for four years. Mayor Meininger made the motion, seconded by Council Member McCarthy "to approve an Economic Development Agreement for Bsquared Farming and Trucking, LLC," "YEAS," Meininger, McCarthy, Gonzales, and Colwell. "NAYS," Shaver. Absent: None.

Regarding the signage for East Overland, Council Member Gonzales explained to Council that there needs to be signage off of Main Street to direct traffic to East Overland, reminding Council that a consultant the East Overland Steering Committee hired made a recommendation for the signs. He also would like to have the signage on Broadway as approaching 14th Street. Mark Bohl, Public Works

Director, agreed to look into what it would take to make the signs, with Mayor Meininger suggesting we review past studies done involving sign placement and locations.

Legal Counsel, Kent Hadenfeldt explained to Council a sewer claim the City received for a property located at 314 East 27th Street, Scottsbluff which happened on August 24, 2018. The City was called to respond to the location and upon cleaning visualized large amounts of paper towel, wet wipes and PVC pipe, in which the debris was removed and flows returned to normal. The crew later returned on Monday, August 27th to inspect the mainline, which was clean containing no debris. They also, however, checked the lateral at the school and found more PVC pipe to be in the system, determining it possibly came in during construction when the sewer line was tapped.

On September 9, 2018 Mike & Marcia Green made a claim to the City in the amount of \$16,810.89 due to a sewer backup on their property located at 314 East 27th Street. Upon receiving the claim, the City sent it to West Nebraska Claims Service for verification and they determined, if any loss was warranted, their assessment would be \$12,975.69, which is lower than the original claim.

City Manager Johnson reported that when a sewer backup occurs within the City main, two claims could be asserted against the City; one for inverse condemnation and the other for negligence. With inverse condemnation the City would have to take action under eminent domain powers; that did not happen. As far as negligence, the City has inspected this sewer main three times over the past four years and has had no problems with the main on any of the inspections. Also, the City does routine maintenance and has no control over improper or inadequate customer connections. During discussion the Green's approached Council and told them they had neighbors that have had issues prior to the incident, but they have not had any until now. After discussion Council Member Shaver made a motion, seconded by Mayor Meininger "to deny the sewer claim from Mike and Marsha Green for property located at 314 East 27th Street," "YEAS" Shaver, Colwell, & Meininger. "NAYS," McCarthy and Gonzales. Absent: None.

Mr. Johnson went over the updated Interlocal Cooperation Agreement with the County for the operation of the Scotts Bluff Drain Basin which was unanimously approved by the Scotts Bluff Drain Board. Revisions include the term being effective as of November 1, 2018 and ending on December 31, 2021, being automatically renewed every year for a one year term unless written notice is provided by either the City or the County no later than six (6) months prior to the expiration of the current term. The delineated area to determine drain ownership lists the County's acres at 58.5% with the City's acres being at 41.5%; changing, however, as areas grow due to annexation. The last revision is the City and County shall have the authority to acquire, hold or dispose of real property or personal property as it relates to the Agreement. Mayor Meininger made the motion, seconded by Council Member McCarthy "to approve the Interlocal Cooperation Agreement with the County for the operation of the Scotts Bluff Drain and authorize the Mayor to sign the Agreement," "YEAS," McCarthy, Gonzales, Colwell, Meininger, & Shaver. "NAYS," None. Absent: None.

Regarding technology devices for new Council members, City Manager Johnson asked, since we are sitting new Council members, if we want to acquire technology devices to make sure they have everything they need in one consistent form; concern being if there is a public records request, everything is accessible from the device. Council Member Shaver stated if someone texts you, it is on your personal phone and that would have to be given as part of the request; feeling everything is intertwined and would be hard to go to just one device for City business. Council Members McCarthy and Colwell feel that the need to get devices is not necessary, with Council Member Gonzales and Mayor Meininger suggesting it would be good to have all City business on one device.

Ms. Starr Lehl, Economic Development Director, under public comments, let everyone know that Scottsbluff was named the most calming town in the State of Nebraska. She also thanked all City staff for their help with the Holiday Parade. City Manager Johnson also thanked the outgoing Council members for their service to the community.

Under Council reports, Council Member Shaver stated he attended a PAWS meeting and a 911 task force meeting; Zuercher is now live in Morrill and Mitchell, five sheriff units and the interlink line. Scottsbluff football team is going to Lincoln to play in the state playoff game on Tuesday, November 20th and students can also go, for a fee of \$10.00, on a bus. Council Member Gonzales stated East Overland Steering Committee met last Tuesday and will meet again on December 12th.

Council Member Colwell, seconded by Mayor Meininger made the motion “to adjourn the meeting at 7:23 p.m.” “YEAS,” Gonzales, Colwell, Meininger, Shaver, & McCarthy. “NAYS, “ None. Absent: None.

Mayor

City Clerk

“SEAL”

City of Scottsbluff, Nebraska

Monday, December 3, 2018

Regular Meeting

Item Fin Rep1

Council to receive the September Financial Report.

Staff Contact: Liz Hilyard, Finance Director

City of Scottsbluff

FUND EQUITY IN CASH - YEAR TO DATE

FOR THE TWELVE MONTHS ENDED SEPTEMBER 30, 2018 AND 2017

Fund	Fund #	OCTOBER 1, 2016 THRU SEP 30, 2017 NET CHANGE IN CASH	OCTOBER 1, 2017 THRU SEP 30, 2018 NET CHANGE IN CASH	
General	111	\$ 694,656.83	\$ 1,276,834.71	Transfer in from Ind Sites Fund, Croell land sale
Regional Library	211	\$ 3,060.08	\$ 2,265.59	
Transportation	212	\$ (106,942.99)	\$ 1,830,675.87	42nd Street bond proceeds (\$2,404,944)
Cemetery	213	\$ 7,836.81	\$ 31,511.73	
Cemetery Perp Care	214	\$ 55,792.38	\$ 57,894.18	
Special Projects	215	\$ (289,734.67)	\$ (121,367.78)	CAD/RMS project
Business Improvement	216	\$ (12,515.98)	\$ 27,123.00	
Public Safety	218	\$ 29,184.56	\$ (19,499.25)	Annual Comm Center payment - Scb Cty, purchase 2 new patrol vehicles
Scb Industrial Sites	219	\$ 247,119.39	\$ (152,005.47)	transfer to General Fund - East Overland improvements
Keno	223	\$ 39,096.28	\$ 39,405.49	
Economic Development	224	\$ (800,449.34)	\$ (1,048,503.29)	grants/loans
Mutual Fire Organization	225	\$ 99,014.85	\$ 25,230.43	
Debt Service	311	\$ (554,612.04)	\$ 251,954.14	
TIF	321	\$ 92,503.32	\$ 98,278.00	
CDBG	411	\$ (12,389.93)	\$ 297.75	
Leasing Corporation	412	\$ 155.14	\$ 0.79	
Capital Projects	511	\$ 3,699.32	\$ 5,281.09	
Environmental Services	621	\$ 430,924.62	\$ 677,580.48	no capital expenditures during year
Wastewater	631	\$ 218,514.36	\$ 72,501.76	
Water	641	\$ 321,561.74	\$ (483,605.31)	Broadway water main replacement, purchase pickup, RR meters, well repairs
Electric	651	\$ 38,365.14	\$ 16,205.24	
Stormwater	661	\$ 79,135.83	\$ 238,497.39	42nd Street bond proceeds (\$515,056)
GIS	721	\$ 11,276.07	\$ 25,063.17	
Central Garage	725	\$ (93,654.51)	\$ (146,047.10)	internal service fund
Unemployment Comp	811	\$ (1,819.07)	\$ 743.07	
Health Insurance	812	\$ 290,603.45	\$ 457,325.09	re-insurance in excess of claims
TOTAL		\$ 790,381.64	\$ 3,163,640.77	

City of Scottsbluff

Fund Equity in Cash
September 30, 2018

Fund	Fund #	2 YRS PRIOR September 30, 2016	PRIOR YEAR September 30, 2017	PRIOR MONTH August 31, 2018	CURRENT MONTH September 30, 2018	MONTHLY CHANGE IN CASH	
General	111	\$ 4,150,200.46	\$ 4,844,857.29	\$ 6,095,682.66	\$ 6,121,692.00	\$ 26,009.34	
Regional Library	211	44,012.49	47,072.57	49,070.79	49,338.16	\$ 267.37	
Transportation	212	2,674,215.35	2,567,272.36	4,562,809.98	4,397,948.23	\$ (164,861.75)	42nd Street
Cemetery	213	7,851.39	15,688.20	(11,422.97)	47,199.93	\$ 58,622.90	
Cemetery Perp Care	214	612,091.87	667,884.25	748,566.00	725,778.43	\$ (22,787.57)	2nd half transfer to Cemetery operating
Special Projects	215	531,264.05	241,529.38	209,473.33	120,161.60	\$ (89,311.73)	CAD/RMS project
Business Improvement	216	251,810.21	239,294.23	253,504.79	266,417.23	\$ 12,912.44	
Public Safety	218	411,783.36	440,967.92	373,835.89	421,468.67	\$ 47,632.78	
Scb Industrial Sites	219	74,618.60	321,737.99	169,797.94	169,732.52	\$ (65.42)	
Keno	223	182,809.86	221,906.14	257,393.01	261,311.63	\$ 3,918.62	
Economic Development	224	6,258,502.06	5,458,052.72	4,449,891.02	4,409,549.43	\$ (40,341.59)	Grants, loans
Mutual Fire Organization	225	154,414.55	253,429.40	278,213.13	278,659.83	\$ 446.70	
Debt Service	311	3,662,730.65	3,108,118.61	3,216,085.08	3,360,072.75	\$ 143,987.67	2nd half RE taxes
TIF	321	181,405.96	273,909.28	194,282.26	372,187.28	\$ 177,905.02	2nd half RE taxes
CDBG	411	43,071.21	30,681.28	30,929.37	30,979.03	\$ 49.66	
Leasing Corporation	412	6,619.52	6,774.66	6,764.59	6,775.45	\$ 10.86	
Capital Projects	511	68,924.01	72,623.33	63,095.54	77,904.42	\$ 14,808.88	2nd half RE taxes
Environmental Services	621	578,930.95	1,009,855.57	1,660,534.62	1,687,436.05	\$ 26,901.43	
Wastewater	631	2,315,162.71	2,533,677.07	2,591,591.47	2,606,178.83	\$ 14,587.36	
Water	641	2,070,118.31	2,391,680.05	1,857,040.88	1,908,074.74	\$ 51,033.86	
Electric	651	1,389,467.04	1,427,832.18	1,441,722.60	1,444,037.42	\$ 2,314.82	
Stormwater	661	544,944.15	624,079.98	902,594.31	862,577.37	\$ (40,016.94)	42nd Street
GIS	721	23,226.96	34,503.03	15,827.56	59,566.20	\$ 43,738.64	
Central Garage	725	-	(93,654.51)	(229,174.86)	(239,701.61)	\$ (10,526.75)	internal service fund
Unemployment Comp	811	68,504.23	66,685.16	67,320.14	67,428.23	\$ 108.09	
Health Insurance	812	1,130,125.96	1,420,729.41	1,842,488.28	1,878,054.50	\$ 35,566.22	
TOTAL		\$ 27,436,805.91	\$ 28,227,187.55	\$ 31,097,917.41	\$ 31,390,828.32	\$ 292,910.91	



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

	2015-2016 YTD Activity	2016-2017 YTD Activity	2017-2018 Budget	September 2017-2018 MTD Activity	2017-2018 YTD Activity	2017-2018 Budget Remaining	% Budget Remaining
<u>111 - GENERAL</u>							
400 - Taxes	5,251,925.16	5,269,986.69	5,041,071.00	488,015.90	5,530,865.35	(489,794.35)	-10 %
412 - Intergovernmental	24,757.90	12,067.71	0.00	82.23	59,100.65	(59,100.65)	0 %
420 - Charges for Services	651,529.13	563,104.14	504,206.00	30,521.33	473,145.59	31,060.41	6 %
460 - Investment Income	17,283.95	41,388.07	15,000.00	9,813.19	82,836.20	(67,836.20)	-452 %
470 - Miscellaneous Revenues	83,873.87	109,305.15	29,825.00	2,517.98	664,092.49	(634,267.49)	-2,127 %
480 - Other Financing Uses	2,723,365.18	2,734,145.08	2,870,250.00	88,500.00	2,937,517.78	(67,267.78)	-2 %
111 - GENERAL Totals:	8,752,735.19	8,729,996.84	8,460,352.00	619,450.63	9,747,558.06	0.00	-15 %
<u>211 - REGIONAL LIBRARY</u>							
460 - Investment Income	186.96	411.98	100.00	79.09	726.38	(626.38)	-626 %
470 - Miscellaneous Revenues	27,760.26	5,733.04	1,000.00	65.26	3,401.21	(2,401.21)	-240 %
211 - REGIONAL LIBRARY Totals:	27,947.22	6,145.02	1,100.00	144.35	4,127.59	0.00	-275 %
<u>212 - TRANSPORTATION</u>							
400 - Taxes	2,662,280.32	2,721,137.22	2,752,660.00	338,193.91	2,769,330.37	(16,670.37)	-1 %
412 - Intergovernmental	293,381.74	305,089.97	280,362.00	0.00	309,389.95	(29,027.95)	-10 %
420 - Charges for Services	3,073.50	595.00	0.00	0.00	7,655.00	(7,655.00)	0 %
460 - Investment Income	10,638.91	21,120.20	13,000.00	7,049.99	50,206.29	(37,206.29)	-286 %
470 - Miscellaneous Revenues	3,349.14	21,428.45	0.00	80.00	240,340.03	(240,340.03)	0 %
480 - Other Financing Uses	0.00	0.00	2,699,200.00	0.00	2,404,944.00	294,256.00	11 %
212 - TRANSPORTATION Totals:	2,972,723.61	3,069,370.84	5,745,222.00	345,323.90	5,781,865.64	0.00	-1 %
<u>213 - CEMETERY</u>							
420 - Charges for Services	43,110.00	43,360.00	62,200.00	3,600.00	51,250.00	10,950.00	18 %
460 - Investment Income	52.52	27.09	15.00	75.66	306.34	(291.34)	-1,942 %
470 - Miscellaneous Revenues	33,620.00	38,620.00	29,700.00	3,900.00	39,251.80	(9,551.80)	-32 %
480 - Other Financing Uses	100,000.00	130,000.00	130,000.00	65,000.00	130,000.00	0.00	0 %
213 - CEMETERY Totals:	176,782.52	212,007.09	221,915.00	72,575.66	220,808.14	0.00	0 %
<u>214 - CEMETARY PERPETUAL CARE</u>							
400 - Taxes	160,215.13	159,972.83	165,000.00	39,648.99	160,829.73	4,170.27	3 %

	2015-2016 YTD Activity	2016-2017 YTD Activity	2017-2018 Budget	September 2017-2018 MTD Activity	2017-2018 YTD Activity	2017-2018 Budget Remaining	% Budget Remaining
420 - Charges for Services	17,550.00	17,700.00	21,600.00	1,400.00	19,000.00	2,600.00	12 %
460 - Investment Income	2,646.82	5,881.05	2,000.00	1,163.44	10,536.48	(8,536.48)	-427 %
214 - CEMETARY PERPETUAL CARE Totals:	180,411.95	183,553.88	188,600.00	42,212.43	190,366.21	0.00	-1 %
<u>215 - SPECIAL PROJECTS</u>							
400 - Taxes	143,034.35	126,999.31	0.00	9,210.84	121,775.80	(121,775.80)	0 %
412 - Intergovernmental	20,950.11	18,852.55	0.00	506.31	18,498.83	(18,498.83)	0 %
420 - Charges for Services	16,775.00	0.00	0.00	0.00	0.00	0.00	0 %
450 - Contributions & Donations	4,594.47	6,110.63	0.00	50.00	3,757.00	(3,757.00)	0 %
460 - Investment Income	2,370.31	2,082.63	1,000.00	200.01	3,433.49	(2,433.49)	-243 %
470 - Miscellaneous Revenues	26,834.80	6,380.70	500,000.00	5,961.50	16,508.05	483,491.95	97 %
215 - SPECIAL PROJECTS Totals:	214,559.04	160,425.82	501,000.00	15,928.66	163,973.17	0.00	67 %
<u>216 - BUSINESS IMPROVEMENT</u>							
400 - Taxes	52,954.80	53,083.37	54,300.00	12,795.57	53,549.91	750.09	1 %
460 - Investment Income	1,067.74	1,950.12	800.00	427.07	3,747.50	(2,947.50)	-368 %
470 - Miscellaneous Revenues	2,000.00	25,000.00	0.00	0.00	0.00	0.00	0 %
216 - BUSINESS IMPROVEMENT Totals:	56,022.54	80,033.49	55,100.00	13,222.64	57,297.41	0.00	-4 %
<u>218 - PUBLIC SAFETY</u>							
400 - Taxes	209,079.28	208,556.16	216,000.00	51,690.52	209,674.33	6,325.67	3 %
412 - Intergovernmental	2,980.62	4,389.08	0.00	0.00	43,139.98	(43,139.98)	0 %
460 - Investment Income	1,572.17	3,554.01	1,000.00	675.62	5,469.71	(4,469.71)	-447 %
218 - PUBLIC SAFETY Totals:	213,632.07	216,499.25	217,000.00	52,366.14	258,284.02	0.00	-19 %
<u>219 - INDUSTRIAL SITES</u>							
460 - Investment Income	328.98	2,805.06	100.00	272.08	2,801.26	(2,701.26)	-2,701 %
470 - Miscellaneous Revenues	24,740.00	272,635.22	0.00	0.00	0.00	0.00	0 %
219 - INDUSTRIAL SITES Totals:	25,068.98	275,440.28	100.00	272.08	2,801.26	0.00	-2,701 %
<u>223 - KENO</u>							
460 - Investment Income	789.48	1,971.00	500.00	418.89	3,532.16	(3,032.16)	-606 %
470 - Miscellaneous Revenues	73,210.95	74,814.02	60,000.00	6,154.50	88,237.47	(28,237.47)	-47 %
223 - KENO Totals:	74,000.43	76,785.02	60,500.00	6,573.39	91,769.63	0.00	-52 %
<u>224 - ECONOMIC DEVELOPMENT</u>							

	2015-2016 YTD Activity	2016-2017 YTD Activity	2017-2018 Budget	September 2017-2018 MTD Activity	2017-2018 YTD Activity	2017-2018 Budget Remaining	% Budget Remaining
400 - Taxes	1,004,937.81	990,244.07	911,970.00	86,075.60	994,538.81	(82,568.81)	-9 %
460 - Investment Income	27,695.74	56,159.97	20,000.00	7,068.59	73,977.91	(53,977.91)	-270 %
470 - Miscellaneous Revenues	37,148.16	80,882.90	106,366.00	14,041.43	126,865.94	(20,499.94)	-19 %
224 - ECONOMIC DEVELOPMENT Totals:	1,069,781.71	1,127,286.94	1,038,336.00	107,185.62	1,195,382.66	0.00	-15 %
<u>225 - MUTUAL FIRE</u>							
412 - Intergovernmental	0.00	0.00	0.00	0.00	285,715.00	(285,715.00)	0 %
460 - Investment Income	615.61	2,109.13	500.00	446.70	4,054.11	(3,554.11)	-711 %
470 - Miscellaneous Revenues	105,696.00	105,696.00	105,696.00	0.00	105,696.00	0.00	0 %
225 - MUTUAL FIRE Totals:	106,311.61	107,805.13	106,196.00	446.70	395,465.11	0.00	-272 %
<u>311 - DEBT SERVICE</u>							
400 - Taxes	680,569.25	714,911.94	867,943.00	217,203.15	829,456.36	38,486.64	4 %
460 - Investment Income	16,151.85	30,525.96	12,000.00	5,386.26	45,283.75	(33,283.75)	-277 %
470 - Miscellaneous Revenues	19,446.28	320,643.69	107,864.00	20,629.89	113,214.47	(5,350.47)	-5 %
480 - Other Financing Uses	994,482.40	131,678.50	1,000,000.00	0.00	0.00	1,000,000.00	100 %
311 - DEBT SERVICE Totals:	1,710,649.78	1,197,760.09	1,987,807.00	243,219.30	987,954.58	0.00	50 %
<u>321 - TIF PROJECTS</u>							
400 - Taxes	38,013.50	169,583.71	160,000.00	177,308.40	491,610.60	(331,610.60)	-207 %
460 - Investment Income	785.55	2,442.97	1,200.00	596.62	3,479.19	(2,279.19)	-190 %
470 - Miscellaneous Revenues	0.00	56,566.86	0.00	0.00	0.00	0.00	0 %
480 - Other Financing Uses	0.00	0.00	300,000.00	0.00	0.00	300,000.00	100 %
321 - TIF PROJECTS Totals:	38,799.05	228,593.54	461,200.00	177,905.02	495,089.79	0.00	-7 %
<u>411 - CDBG</u>							
412 - Intergovernmental	0.00	30,000.00	0.00	0.00	0.00	0.00	0 %
460 - Investment Income	196.91	341.23	130.00	49.66	467.60	(337.60)	-260 %
411 - CDBG Totals:	196.91	30,341.23	130.00	49.66	467.60	0.00	-260 %
<u>412 - LEASE CORPORATION</u>							
460 - Investment Income	33.42	296.25	150.00	196.19	287.74	(137.74)	-92 %
480 - Other Financing Uses	397,989.59	683,383.45	692,171.25	0.00	692,002.42	168.83	0 %
412 - LEASE CORPORATION Totals:	398,023.01	683,679.70	692,321.25	196.19	692,290.16	0.00	0 %
<u>511 - CAPITAL PROJECTS FUND</u>							

	2015-2016 YTD Activity	2016-2017 YTD Activity	2017-2018 Budget	September 2017-2018 MTD Activity	2017-2018 YTD Activity	2017-2018 Budget Remaining	% Budget Remaining
400 - Taxes	59,282.44	59,249.61	59,000.00	14,684.00	59,565.55	(565.55)	-1 %
460 - Investment Income	394.55	803.46	100.00	124.88	1,013.83	(913.83)	-914 %
511 - CAPITAL PROJECTS FUND Totals:	59,676.99	60,053.07	59,100.00	14,808.88	60,579.38	0.00	-3 %
<u>621 - ENVIRONMENTAL SERVICES</u>							
412 - Intergovernmental	100,000.00	0.00	0.00	0.00	0.00	0.00	0 %
420 - Charges for Services	2,608,399.13	2,785,028.43	2,724,974.00	237,808.73	2,886,290.54	(161,316.54)	-6 %
460 - Investment Income	2,381.98	7,156.02	3,500.00	2,704.85	20,935.46	(17,435.46)	-498 %
470 - Miscellaneous Revenues	74.60	966.00	500.00	0.00	46.42	453.58	91 %
621 - ENVIRONMENTAL SERVICES Totals:	2,710,855.71	2,793,150.45	2,728,974.00	240,513.58	2,907,272.42	0.00	-7 %
<u>631 - WASTEWATER</u>							
412 - Intergovernmental	38,299.22	0.00	0.00	0.00	0.00	0.00	0 %
420 - Charges for Services	2,434,556.53	2,568,992.59	2,602,636.00	234,610.37	2,592,801.62	9,834.38	0 %
440 - Rents	6,550.00	3,400.00	300.00	0.00	11,005.00	(10,705.00)	-3,568 %
460 - Investment Income	9,841.55	21,436.14	5,000.00	4,177.79	38,559.02	(33,559.02)	-671 %
470 - Miscellaneous Revenues	1,622.00	5,691.27	0.00	0.00	270.00	(270.00)	0 %
480 - Other Financing Uses	24,859.56	0.00	0.00	0.00	0.00	0.00	0 %
631 - WASTEWATER Totals:	2,515,728.86	2,599,520.00	2,607,936.00	238,788.16	2,642,635.64	0.00	-1 %
<u>641 - WATER</u>							
420 - Charges for Services	1,875,078.91	2,064,358.69	1,900,100.00	234,530.02	1,981,436.23	(81,336.23)	-4 %
440 - Rents	29,386.00	33,355.92	33,200.00	2,940.88	34,365.10	(1,165.10)	-4 %
460 - Investment Income	8,095.51	21,406.94	13,000.00	3,058.27	27,373.90	(14,373.90)	-111 %
470 - Miscellaneous Revenues	27,370.57	27,979.62	5,000.00	1,861.22	25,237.04	(20,237.04)	-405 %
641 - WATER Totals:	1,939,930.99	2,147,101.17	1,951,300.00	242,390.39	2,068,412.27	0.00	-6 %
<u>651 - ELECTRIC</u>							
460 - Investment Income	7,766.29	13,301.63	6,000.00	2,314.82	21,794.60	(15,794.60)	-263 %
470 - Miscellaneous Revenues	2,576,365.18	2,577,145.08	2,539,750.00	0.00	2,607,017.78	(67,267.78)	-3 %
651 - ELECTRIC Totals:	2,584,131.47	2,590,446.71	2,545,750.00	2,314.82	2,628,812.38	0.00	-3 %
<u>661 - STORMWATER</u>							
412 - Intergovernmental	28,759.00	23,817.51	0.00	0.00	0.00	0.00	0 %
420 - Charges for Services	48,146.77	66,300.06	72,000.00	7,225.60	82,587.30	(10,587.30)	-15 %
460 - Investment Income	2,523.07	5,384.08	3,000.00	1,382.73	11,534.70	(8,534.70)	-284 %

	2015-2016 YTD Activity	2016-2017 YTD Activity	2017-2018 Budget	September 2017-2018 MTD Activity	2017-2018 YTD Activity	2017-2018 Budget Remaining	% Budget Remaining
470 - Miscellaneous Revenues	0.00	3,844.40	0.00	0.00	8,142.44	(8,142.44)	0 %
480 - Other Financing Uses	50,000.00	50,000.00	610,800.00	25,000.00	565,056.00	45,744.00	7 %
661 - STORMWATER Totals:	129,428.84	149,346.05	685,800.00	33,608.33	667,320.44	0.00	3 %
<u>713 - CASH & INVESTMENT POOL</u>							
470 - Miscellaneous Revenues	0.00	0.00	0.00	(5.14)	0.00	0.00	0 %
713 - CASH & INVESTMENT POOL Totals:	0.00	0.00	0.00	(5.14)	0.00	0.00	0 %
<u>721 - GIS SERVICES</u>							
460 - Investment Income	71.69	165.54	120.00	95.49	567.57	(447.57)	-373 %
470 - Miscellaneous Revenues	50.00	0.00	0.00	0.00	0.00	0.00	0 %
480 - Other Financing Uses	111,286.76	104,280.00	97,000.00	48,500.00	97,000.00	0.00	0 %
721 - GIS SERVICES Totals:	111,408.45	104,445.54	97,120.00	48,595.49	97,567.57	0.00	0 %
<u>725 - CENTRAL GARAGE</u>							
420 - Charges for Services	0.00	176,557.14	248,000.00	10,933.60	170,484.32	77,515.68	31 %
460 - Investment Income	0.00	0.45	0.00	0.00	0.00	0.00	0 %
470 - Miscellaneous Revenues	0.00	0.00	0.00	0.00	35.00	(35.00)	0 %
725 - CENTRAL GARAGE Totals:	0.00	176,557.59	248,000.00	10,933.60	170,519.32	0.00	31 %
<u>811 - UNEMPLOYMENT COMP</u>							
460 - Investment Income	313.88	619.53	400.00	108.09	1,017.70	(617.70)	-154 %
811 - UNEMPLOYMENT COMP Totals:	313.88	619.53	400.00	108.09	1,017.70	0.00	-154 %
<u>812 - HEALTH INSURANCE</u>							
460 - Investment Income	5,111.86	12,472.52	3,500.00	3,010.55	25,174.63	(21,674.63)	-619 %
470 - Miscellaneous Revenues	2,064,191.53	2,368,836.35	2,243,680.00	172,178.36	2,368,097.16	(124,417.16)	-6 %
812 - HEALTH INSURANCE Totals:	2,069,303.39	2,381,308.87	2,247,180.00	175,188.91	2,393,271.79	0.00	-7 %



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

	2015-2016 YTD Activity	2016-2017 YTD Activity	2017-2018 Budget	September 2017-2018 MTD Activity	2017-2018 YTD Activity	2017-2018 Budget Remaining	% Budget Remaining
<u>111 - GENERAL</u>							
500 - Personnel	6,224,497.32	6,248,122.79	6,649,303.00	473,081.48	6,369,062.92	280,240.08	4 %
503 - Supplies	406,450.26	401,878.83	461,500.00	41,740.80	412,686.74	48,813.26	11 %
504 - Contract Services	1,622,794.51	1,625,296.88	1,707,685.00	178,043.17	1,675,585.67	32,099.33	2 %
550 - Capital Outlay	45,770.88	19,580.64	40,000.00	0.00	16,608.44	23,391.56	58 %
570 - Other Financing Uses	78,227.59	75,201.00	250,000.00	0.00	0.00	250,000.00	100 %
111 - GENERAL Totals:	8,377,740.56	8,370,080.14	9,108,488.00	692,865.45	8,473,943.77	0.00	7 %
<u>211 - REGIONAL LIBRARY</u>							
503 - Supplies	17,271.80	2,180.70	13,000.00	(117.54)	759.21	12,240.79	94 %
504 - Contract Services	0.00	0.00	3,000.00	0.00	814.99	2,185.01	73 %
211 - REGIONAL LIBRARY Totals:	17,271.80	2,180.70	16,000.00	(117.54)	1,574.20	0.00	90 %
<u>212 - TRANSPORTATION</u>							
500 - Personnel	992,525.11	892,554.48	946,418.00	70,740.83	946,690.13	(272.13)	0 %
503 - Supplies	275,470.90	218,978.63	314,650.00	56,086.62	252,951.32	61,698.68	20 %
504 - Contract Services	613,943.55	721,907.15	925,216.00	95,334.47	886,232.13	38,983.87	4 %
550 - Capital Outlay	175,702.95	618,694.84	3,369,440.00	597,205.68	1,537,503.64	1,831,936.36	54 %
560 - Debt Service	266,624.41	723,773.75	483,555.00	0.00	483,555.00	0.00	0 %
570 - Other Financing Uses	52,371.51	52,070.00	252,000.00	26,000.00	52,000.00	200,000.00	79 %
212 - TRANSPORTATION Totals:	2,376,638.43	3,227,978.85	6,291,279.00	845,367.60	4,158,932.22	0.00	34 %
<u>213 - CEMETERY</u>							
500 - Personnel	149,815.78	153,043.99	158,899.00	12,327.93	156,350.09	2,548.91	2 %
503 - Supplies	23,520.38	17,393.08	20,050.00	7,296.49	18,739.59	1,310.41	7 %
504 - Contract Services	16,175.90	17,310.36	19,536.00	4,343.89	15,961.64	3,574.36	18 %
550 - Capital Outlay	0.00	17,000.00	0.00	0.00	0.00	0.00	0 %
213 - CEMETERY Totals:	189,512.06	204,747.43	198,485.00	23,968.31	191,051.32	0.00	4 %
<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	100,000.00	130,000.00	130,000.00	65,000.00	130,000.00	0.00	0 %
214 - CEMETARY PERPETUAL CARE Totals:	100,000.00	130,000.00	630,000.00	65,000.00	130,000.00	0.00	79 %
<u>215 - SPECIAL PROJECTS</u>							

	2015-2016 YTD Activity	2016-2017 YTD Activity	2017-2018 Budget	September 2017-2018 MTD Activity	2017-2018 YTD Activity	2017-2018 Budget Remaining	% Budget Remaining
500 - Personnel	10,184.96	13,462.19	0.00	6,650.76	24,284.73	(24,284.73)	0 %
503 - Supplies	25,851.74	1,808.11	500,000.00	879.24	6,067.25	493,932.75	99 %
504 - Contract Services	126,446.93	91,795.73	0.00	46,908.33	179,600.61	(179,600.61)	0 %
550 - Capital Outlay	0.00	0.00	0.00	92,977.33	115,503.01	(115,503.01)	0 %
215 - SPECIAL PROJECTS Totals:	162,483.63	107,066.03	500,000.00	147,415.66	325,455.60	0.00	35 %
<u>216 - BUSINESS IMPROVEMENT</u>							
500 - Personnel	1,634.94	1,918.82	3,500.00	111.18	1,280.50	2,219.50	63 %
503 - Supplies	650.00	0.00	0.00	0.00	17,052.97	(17,052.97)	0 %
504 - Contract Services	11,016.60	10,742.29	14,500.00	284.44	9,315.10	5,184.90	36 %
550 - Capital Outlay	56,584.00	30,907.74	60,000.00	0.00	0.00	60,000.00	100 %
570 - Other Financing Uses	0.00	0.00	100,000.00	0.00	0.00	100,000.00	100 %
216 - BUSINESS IMPROVEMENT Totals:	69,885.54	43,568.85	178,000.00	395.62	27,648.57	0.00	84 %
<u>218 - PUBLIC SAFETY</u>							
503 - Supplies	12,919.07	9,372.28	10,000.00	41,515.75	55,532.34	(45,532.34)	-455 %
504 - Contract Services	680.00	0.00	97,125.00	0.00	82,418.00	14,707.00	15 %
550 - Capital Outlay	69,476.50	125,996.37	161,000.00	(33,656.44)	135,953.35	25,046.65	16 %
560 - Debt Service	63,521.25	58,793.75	0.00	0.00	0.00	0.00	0 %
570 - Other Financing Uses	0.00	0.00	200,000.00	0.00	0.00	200,000.00	100 %
218 - PUBLIC SAFETY Totals:	146,596.82	194,162.40	468,125.00	7,859.31	273,903.69	0.00	41 %
<u>219 - INDUSTRIAL SITES</u>							
503 - Supplies	1,465.35	0.00	0.00	0.00	0.00	0.00	0 %
504 - Contract Services	5,938.25	28,594.75	151,000.00	837.00	1,444.50	149,555.50	99 %
570 - Other Financing Uses	0.00	0.00	153,500.00	0.00	153,500.00	0.00	0 %
219 - INDUSTRIAL SITES Totals:	7,403.60	28,594.75	304,500.00	837.00	154,944.50	0.00	49 %
<u>223 - KENO</u>							
503 - Supplies	34,648.52	43,344.67	12,500.00	17,672.27	28,532.74	(16,032.74)	-128 %
504 - Contract Services	1,028.87	9,542.07	24,000.00	0.00	16,244.20	7,755.80	32 %
550 - Capital Outlay	35,231.33	0.00	41,300.00	29,000.00	34,909.00	6,391.00	15 %
223 - KENO Totals:	70,908.72	52,886.74	77,800.00	46,672.27	79,685.94	0.00	-2 %
<u>224 - ECONOMIC DEVELOPMENT</u>							
500 - Personnel	0.00	12,802.64	101,959.00	8,043.51	97,705.47	4,253.53	4 %

	2015-2016 YTD Activity	2016-2017 YTD Activity	2017-2018 Budget	September 2017-2018 MTD Activity	2017-2018 YTD Activity	2017-2018 Budget Remaining	% Budget Remaining
503 - Supplies	248.77	1,975.98	750.00	405.39	1,667.00	(917.00)	-122 %
504 - Contract Services	379,415.31	2,019,804.55	5,050,036.00	236,436.39	2,104,014.56	2,946,021.44	58 %
224 - ECONOMIC DEVELOPMENT Totals:	379,664.08	2,034,583.17	5,152,745.00	244,885.29	2,203,387.03	0.00	57 %
<u>225 - MUTUAL FIRE</u>							
503 - Supplies	9,907.49	9,362.66	10,000.00	0.00	5,232.00	4,768.00	48 %
504 - Contract Services	0.00	0.00	39,880.00	0.00	30,449.82	9,430.18	24 %
550 - Capital Outlay	639.00	0.00	105,000.00	0.00	333,907.90	(228,907.90)	-218 %
570 - Other Financing Uses	0.00	0.00	100,000.00	0.00	0.00	100,000.00	100 %
225 - MUTUAL FIRE Totals:	10,546.49	9,362.66	254,880.00	0.00	369,589.72	0.00	-45 %
<u>311 - DEBT SERVICE</u>							
504 - Contract Services	5,000.00	5,140.00	28,280.00	0.00	5,280.00	23,000.00	81 %
560 - Debt Service	250,766.57	924,877.31	0.00	99,231.63	99,231.63	(99,231.63)	0 %
570 - Other Financing Uses	1,392,871.99	815,461.95	4,192,171.25	0.00	692,002.42	3,500,168.83	83 %
311 - DEBT SERVICE Totals:	1,648,638.56	1,745,479.26	4,220,451.25	99,231.63	796,514.05	0.00	81 %
<u>321 - TIF PROJECTS</u>							
560 - Debt Service	25,392.83	226,499.47	160,000.00	177,308.40	503,961.86	(343,961.86)	-215 %
570 - Other Financing Uses	0.00	0.00	300,000.00	0.00	0.00	300,000.00	100 %
321 - TIF PROJECTS Totals:	25,392.83	226,499.47	460,000.00	177,308.40	503,961.86	0.00	-10 %
<u>411 - CDBG</u>							
504 - Contract Services	0.00	42,888.00	0.00	0.00	0.00	0.00	0 %
411 - CDBG Totals:	0.00	42,888.00	0.00	0.00	0.00	0.00	0 %
<u>412 - LEASE CORPORATION</u>							
504 - Contract Services	873.94	155.00	0.00	0.00	75.00	(75.00)	0 %
560 - Debt Service	397,980.35	687,867.50	692,171.25	0.00	692,002.42	168.83	0 %
412 - LEASE CORPORATION Totals:	398,854.29	688,022.50	692,171.25	0.00	692,077.42	0.00	0 %
<u>511 - CAPITAL PROJECTS FUND</u>							
550 - Capital Outlay	101,542.00	74,118.08	56,000.00	0.00	37,502.00	18,498.00	33 %
511 - CAPITAL PROJECTS FUND Totals:	101,542.00	74,118.08	56,000.00	0.00	37,502.00	0.00	33 %
<u>621 - ENVIRONMENTAL SERVICES</u>							

	2015-2016 YTD Activity	2016-2017 YTD Activity	2017-2018 Budget	September 2017-2018 MTD Activity	2017-2018 YTD Activity	2017-2018 Budget Remaining	% Budget Remaining
500 - Personnel	1,104,653.26	1,129,559.50	1,195,995.00	86,551.38	1,132,016.97	63,978.03	5 %
503 - Supplies	248,443.11	146,883.24	183,000.00	24,884.63	163,100.15	19,899.85	11 %
504 - Contract Services	837,958.94	769,290.84	752,448.00	128,020.19	814,362.29	(61,914.29)	-8 %
550 - Capital Outlay	520,837.26	188,672.89	220,000.00	27,010.00	27,010.00	192,990.00	88 %
570 - Other Financing Uses	55,671.75	54,070.00	54,000.00	27,000.00	54,000.00	0.00	0 %
621 - ENVIRONMENTAL SERVICES Totals:	2,767,564.32	2,288,476.47	2,405,443.00	293,466.20	2,190,489.41	0.00	9 %
<u>631 - WASTEWATER</u>							
500 - Personnel	841,830.08	831,450.99	886,157.00	66,261.00	857,096.28	29,060.72	3 %
503 - Supplies	91,983.37	74,011.55	127,510.00	13,983.23	77,080.72	50,429.28	40 %
504 - Contract Services	491,296.98	460,186.41	501,123.00	53,567.77	449,792.13	51,330.87	10 %
550 - Capital Outlay	222,780.12	252,806.58	970,320.00	95,879.19	382,511.65	587,808.35	61 %
560 - Debt Service	645,890.70	645,890.70	645,890.00	0.00	645,890.70	(0.70)	0 %
570 - Other Financing Uses	141,871.75	140,070.00	740,000.00	70,000.00	140,000.00	600,000.00	81 %
631 - WASTEWATER Totals:	2,435,653.00	2,404,416.23	3,871,000.00	299,691.19	2,552,371.48	0.00	34 %
<u>641 - WATER</u>							
500 - Personnel	763,897.46	754,627.75	808,371.00	59,137.57	768,529.75	39,841.25	5 %
503 - Supplies	319,124.23	300,319.44	332,534.00	41,051.25	281,897.71	50,636.29	15 %
504 - Contract Services	307,165.73	444,472.29	471,258.00	62,209.62	376,878.35	94,379.65	20 %
550 - Capital Outlay	91,924.53	390,672.42	888,250.00	19,930.13	755,135.46	133,114.54	15 %
570 - Other Financing Uses	77,371.75	78,070.00	678,000.00	39,000.00	78,000.00	600,000.00	88 %
641 - WATER Totals:	1,559,483.70	1,968,161.90	3,178,413.00	221,328.57	2,260,441.27	0.00	29 %
<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	2,546,365.18	2,557,145.08	3,289,750.00	0.00	2,607,017.78	682,732.22	21 %
651 - ELECTRIC Totals:	2,546,365.18	2,557,145.08	3,290,750.00	0.00	2,607,017.78	0.00	21 %
<u>661 - STORMWATER</u>							
503 - Supplies	4,901.67	8,197.79	14,615.00	703.37	5,682.81	8,932.19	61 %
504 - Contract Services	122,324.72	63,832.17	89,524.00	12,521.67	45,247.10	44,276.90	49 %
550 - Capital Outlay	0.00	8,165.59	528,880.00	101,736.73	392,965.72	135,914.28	26 %
570 - Other Financing Uses	0.00	0.00	250,000.00	0.00	0.00	250,000.00	100 %
661 - STORMWATER Totals:	127,226.39	80,195.55	883,019.00	114,961.77	443,895.63	0.00	50 %

	2015-2016 YTD Activity	2016-2017 YTD Activity	2017-2018 Budget	September 2017-2018 MTD Activity	2017-2018 YTD Activity	2017-2018 Budget Remaining	% Budget Remaining
<u>721 - GIS SERVICES</u>							
500 - Personnel	60,422.60	57,795.08	60,689.00	4,822.18	60,398.76	290.24	0 %
503 - Supplies	3,569.93	209.09	3,500.00	0.00	196.00	3,304.00	94 %
504 - Contract Services	14,559.58	14,984.13	14,625.00	70.78	11,814.26	2,810.74	19 %
560 - Debt Service	31,486.76	20,266.24	0.00	0.00	0.00	0.00	0 %
721 - GIS SERVICES Totals:	110,038.87	93,254.54	78,814.00	4,892.96	72,409.02	0.00	8 %
<u>725 - CENTRAL GARAGE</u>							
500 - Personnel	0.00	144,141.75	148,744.00	11,714.36	153,424.83	(4,680.83)	-3 %
503 - Supplies	0.00	23,369.04	26,500.00	5,517.69	34,640.57	(8,140.57)	-31 %
504 - Contract Services	0.00	109,806.70	92,170.00	44,237.52	156,116.34	(63,946.34)	-69 %
550 - Capital Outlay	0.00	0.00	0.00	0.00	5,217.99	(5,217.99)	0 %
725 - CENTRAL GARAGE Totals:	0.00	277,317.49	267,414.00	61,469.57	349,399.73	0.00	-31 %
<u>811 - UNEMPLOYMENT COMP</u>							
504 - Contract Services	432.00	2,688.00	65,000.00	0.00	0.00	65,000.00	100 %
811 - UNEMPLOYMENT COMP Totals:	432.00	2,688.00	65,000.00	0.00	0.00	0.00	100 %
<u>812 - HEALTH INSURANCE</u>							
504 - Contract Services	2,094,886.00	2,095,806.80	2,294,625.00	147,172.69	1,937,895.41	356,729.59	16 %
812 - HEALTH INSURANCE Totals:	2,094,886.00	2,095,806.80	2,294,625.00	147,172.69	1,937,895.41	0.00	16 %



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

	2015-2016 YTD Activity	2016-2017 YTD Activity	2017-2018 Budget	September 2017-2018 MTD Activity	2017-2018 YTD Activity	2017-2018 Budget Remaining	% Budget Remaining
111 - GENERAL							
111 - FINANCE							
500 - Personnel	109,089.35	117,665.03	116,175.00	10,204.90	129,958.48	(13,783.48)	-12 %
503 - Supplies	16,748.33	14,428.38	16,300.00	1,920.33	14,738.57	1,561.43	10 %
504 - Contract Services	61,475.69	61,972.09	63,356.00	3,007.79	72,602.74	(9,246.74)	-15 %
570 - Other Financing Uses	4,000.00	0.00	0.00	0.00	0.00	0.00	0 %
111 - FINANCE Totals:	191,313.37	194,065.50	195,831.00	15,133.02	217,299.79	(21,468.79)	-11 %
112 - PERSONNEL							
500 - Personnel	15,620.58	16,274.76	16,830.00	1,302.96	16,761.07	68.93	0 %
503 - Supplies	3,517.64	3,048.50	4,750.00	617.80	5,059.28	(309.28)	-7 %
504 - Contract Services	26,662.25	39,087.93	27,950.00	5,200.89	35,105.81	(7,155.81)	-26 %
112 - PERSONNEL Totals:	45,800.47	58,411.19	49,530.00	7,121.65	56,926.16	(7,396.16)	-15 %
113 - COUNCIL							
500 - Personnel	20,651.59	21,098.88	21,099.00	1,623.00	21,099.00	0.00	0 %
503 - Supplies	1,489.00	1,882.62	1,900.00	0.00	1,889.00	11.00	1 %
504 - Contract Services	1,258.03	3,828.00	3,250.00	15.00	910.00	2,340.00	72 %
570 - Other Financing Uses	67,227.59	68,201.00	250,000.00	0.00	0.00	250,000.00	100 %
113 - COUNCIL Totals:	90,626.21	95,010.50	276,249.00	1,638.00	23,898.00	252,351.00	91 %
114 - CITY MANAGER							
500 - Personnel	31,590.20	18,992.75	21,607.00	1,844.24	22,369.39	(762.39)	-4 %
503 - Supplies	65,343.04	62,906.93	55,500.00	33.00	72,311.83	(16,811.83)	-30 %
504 - Contract Services	120,799.48	85,442.16	245,200.00	57,174.70	235,615.37	9,584.63	4 %
114 - CITY MANAGER Totals:	217,732.72	167,341.84	322,307.00	59,051.94	330,296.59	(7,989.59)	-2 %
115 - CITY CLERK							
500 - Personnel	13,838.31	14,343.39	14,812.00	872.78	17,316.81	(2,504.81)	-17 %
503 - Supplies	1,284.10	1,208.64	1,500.00	63.65	1,197.56	302.44	20 %
504 - Contract Services	12,053.64	10,605.64	11,850.00	1,409.93	9,527.08	2,322.92	20 %
115 - CITY CLERK Totals:	27,176.05	26,157.67	28,162.00	2,346.36	28,041.45	120.55	0 %
116 - MIS							
503 - Supplies	30,745.81	19,609.29	50,000.00	410.04	38,710.47	11,289.53	23 %

	2015-2016 YTD Activity	2016-2017 YTD Activity	2017-2018 Budget	September 2017-2018 MTD Activity	2017-2018 YTD Activity	2017-2018 Budget Remaining	% Budget Remaining
504 - Contract Services	30,494.75	47,653.06	57,000.00	6,950.75	41,473.29	15,526.71	27 %
550 - Capital Outlay	11,794.89	10,431.08	0.00	0.00	0.00	0.00	0 %
116 - MIS Totals:	73,035.45	77,693.43	107,000.00	7,360.79	80,183.76	26,816.24	25 %
121 - DEVELOPMENT SERVICES							
500 - Personnel	437,020.55	251,418.46	271,499.00	13,617.84	186,203.90	85,295.10	31 %
503 - Supplies	5,183.99	5,074.63	6,200.00	123.59	3,953.11	2,246.89	36 %
504 - Contract Services	71,529.96	82,959.17	80,706.00	2,806.68	44,761.56	35,944.44	45 %
570 - Other Financing Uses	7,000.00	7,000.00	0.00	0.00	0.00	0.00	0 %
121 - DEVELOPMENT SERVICES Totals:	520,734.50	346,452.26	358,405.00	16,548.11	234,918.57	123,486.43	34 %
141 - FIRE							
500 - Personnel	1,465,029.70	1,435,519.37	1,554,553.00	107,473.41	1,459,657.15	94,895.85	6 %
503 - Supplies	40,100.62	25,134.63	31,100.00	7,592.38	30,912.88	187.12	1 %
504 - Contract Services	71,512.68	92,003.12	60,522.00	13,488.14	67,749.84	(7,227.84)	-12 %
141 - FIRE Totals:	1,576,643.00	1,552,657.12	1,646,175.00	128,553.93	1,558,319.87	87,855.13	5 %
142 - POLICE							
500 - Personnel	2,701,042.79	2,945,474.98	3,119,433.00	238,973.46	3,147,814.50	(28,381.50)	-1 %
503 - Supplies	77,244.20	94,144.77	106,500.00	12,395.70	95,307.00	11,193.00	11 %
504 - Contract Services	419,199.85	409,560.54	325,479.00	44,370.84	334,605.01	(9,126.01)	-3 %
142 - POLICE Totals:	3,197,486.84	3,449,180.29	3,551,412.00	295,740.00	3,577,726.51	(26,314.51)	-1 %
143 - EMERGENCY MANAGEMENT							
500 - Personnel	78,834.66	83,590.42	89,503.00	6,712.35	86,222.51	3,280.49	4 %
503 - Supplies	4,465.92	4,188.78	5,450.00	331.53	6,250.96	(800.96)	-15 %
504 - Contract Services	2,501.81	6,316.21	4,750.00	734.35	5,769.01	(1,019.01)	-21 %
143 - EMERGENCY MANAGEMENT Totals:	85,802.39	94,095.41	99,703.00	7,778.23	98,242.48	1,460.52	1 %
151 - LIBRARY							
500 - Personnel	491,530.49	488,938.51	529,113.00	39,490.63	514,495.38	14,617.62	3 %
503 - Supplies	61,920.49	72,308.28	74,050.00	9,767.33	69,968.93	4,081.07	6 %
504 - Contract Services	105,579.89	107,300.89	113,504.00	13,212.11	115,765.47	(2,261.47)	-2 %
151 - LIBRARY Totals:	659,030.87	668,547.68	716,667.00	62,470.07	700,229.78	16,437.22	2 %
171 - PARKS							

	2015-2016 YTD Activity	2016-2017 YTD Activity	2017-2018 Budget	September 2017-2018 MTD Activity	2017-2018 YTD Activity	2017-2018 Budget Remaining	% Budget Remaining
500 - Personnel	707,658.34	687,591.72	716,608.00	50,823.42	669,905.04	46,702.96	7 %
503 - Supplies	55,379.96	54,514.45	58,950.00	7,448.67	50,319.61	8,630.39	15 %
504 - Contract Services	242,604.71	238,953.20	249,278.00	26,026.35	272,002.81	(22,724.81)	-9 %
550 - Capital Outlay	33,975.99	612.00	40,000.00	0.00	16,608.44	23,391.56	58 %
171 - PARKS Totals:	1,039,619.00	981,671.37	1,064,836.00	84,298.44	1,008,835.90	56,000.10	5 %
172 - RECREATION							
500 - Personnel	152,590.76	167,214.52	178,071.00	142.49	97,259.69	80,811.31	45 %
503 - Supplies	43,027.16	43,428.93	49,300.00	1,036.78	22,067.54	27,232.46	55 %
504 - Contract Services	457,121.77	439,614.87	464,840.00	3,645.64	439,697.68	25,142.32	5 %
550 - Capital Outlay	0.00	8,537.56	0.00	0.00	0.00	0.00	0 %
172 - RECREATION Totals:	652,739.69	658,795.88	692,211.00	4,824.91	559,024.91	133,186.09	19 %
111 - GENERAL Totals:	8,377,740.56	8,370,080.14	9,108,488.00	692,865.45	8,473,943.77	0.00	7 %
<u>211 - REGIONAL LIBRARY</u>							
151 - LIBRARY							
503 - Supplies	17,271.80	2,180.70	13,000.00	(117.54)	759.21	12,240.79	94 %
504 - Contract Services	0.00	0.00	3,000.00	0.00	814.99	2,185.01	73 %
151 - LIBRARY Totals:	17,271.80	2,180.70	16,000.00	(117.54)	1,574.20	14,425.80	90 %
211 - REGIONAL LIBRARY Totals:	17,271.80	2,180.70	16,000.00	(117.54)	1,574.20	0.00	90 %
<u>212 - TRANSPORTATION</u>							
111 - FINANCE							
500 - Personnel	20,412.72	19,429.11	21,127.00	2,201.97	26,354.00	(5,227.00)	-25 %
111 - FINANCE Totals:	20,412.72	19,429.11	21,127.00	2,201.97	26,354.00	(5,227.00)	-25 %
112 - PERSONNEL							
500 - Personnel	10,413.95	10,849.87	11,219.00	868.61	11,173.68	45.32	0 %
112 - PERSONNEL Totals:	10,413.95	10,849.87	11,219.00	868.61	11,173.68	45.32	0 %
114 - CITY MANAGER							
500 - Personnel	20,850.10	12,662.07	14,404.00	1,229.50	14,912.79	(508.79)	-4 %
114 - CITY MANAGER Totals:	20,850.10	12,662.07	14,404.00	1,229.50	14,912.79	(508.79)	-4 %

City of Scottsbluff, Nebraska

Monday, December 3, 2018

Regular Meeting

Item Oath1

Announcement of names of individuals qualified to be seated as members of the City Council and pledging Oath of Office by newly elected Council and acknowledgement that appropriate bonds are in place. Newly elected Council Members are seated.

Staff Contact: Kim Wright, City Clerk

OATH OF OFFICE

STATE OF NEBRASKA)
) SS
COUNTY OF SCOTTSBLUFF)

I, **JEANNE A. McKERRIGAN**, do solemnly swear that I will support and defend the Constitution of the United States and the Constitution of the State of Nebraska, against all enemies, foreign and domestic; that I will bear true faith and allegiance to the same; that I take this obligation freely, without any mental reservation or for purpose of evasion; and that I will faithfully and impartially perform the duties of the office of council member according to law, and to the best of my ability. And I do further swear that I do not advocate, nor am I a member of any political party or organization that advocates the overthrow of the government of the United States or of this state by force or violence; and that during such time as I am in this position I will not advocate nor become a member of any political party or organization that advocates the overthrow of the government of the United States or of this state by force or violence. So help me God.

Dated this 3rd day of December, 2018.

Subscribed in my presence and sworn to before me this 3rd day of December, 2018.

Witness

OATH OF OFFICE

STATE OF NEBRASKA)
) SS
COUNTY OF SCOTTSBLUFF)

I, **NATHAN GREEN**, do solemnly swear that I will support and defend the Constitution of the United States and the Constitution of the State of Nebraska, against all enemies, foreign and domestic; that I will bear true faith and allegiance to the same; that I take this obligation freely, without any mental reservation or for purpose of evasion; and that I will faithfully and impartially perform the duties of the office of council member according to law, and to the best of my ability. And I do further swear that I do not advocate, nor am I a member of any political party or organization that advocates the overthrow of the government of the United States or of this state by force or violence; and that during such time as I am in this position I will not advocate nor become a member of any political party or organization that advocates the overthrow of the government of the United States or of this state by force or violence. So help me God.

Dated this 3rd day of December, 2018.

Subscribed in my presence and sworn to before me this 3rd day of December, 2018.

Witness

OATH OF OFFICE

STATE OF NEBRASKA)
) SS
COUNTY OF SCOTTSBLUFF)

I, **TERRY SCHAUB**, do solemnly swear that I will support and defend the Constitution of the United States and the Constitution of the State of Nebraska, against all enemies, foreign and domestic; that I will bear true faith and allegiance to the same; that I take this obligation freely, without any mental reservation or for purpose of evasion; and that I will faithfully and impartially perform the duties of the office of council member according to law, and to the best of my ability. And I do further swear that I do not advocate, nor am I a member of any political party or organization that advocates the overthrow of the government of the United States or of this state by force or violence; and that during such time as I am in this position I will not advocate nor become a member of any political party or organization that advocates the overthrow of the government of the United States or of this state by force or violence. So help me God.

Dated this 3rd day of December, 2018.

Subscribed in my presence and sworn to before me this 3rd day of December, 2018.

Witness

City of Scottsbluff, Nebraska
Monday, December 3, 2018
Regular Meeting

Item Oath2

Roll Call of New Council.

Staff Contact: Kim Wright, City Clerk

City of Scottsbluff, Nebraska
Monday, December 3, 2018
Regular Meeting

Item Oath3

Selection of Temporary Chairperson

Staff Contact: Kim Wright, City Clerk

City of Scottsbluff, Nebraska

Monday, December 3, 2018

Regular Meeting

Item Oath4

Election of Mayor

Staff Contact: Kim Wright, City Clerk

City of Scottsbluff, Nebraska
Monday, December 3, 2018
Regular Meeting

Item Oath5

Election of Vice President of the Council

Staff Contact: Kim Wright, City Clerk

City of Scottsbluff, Nebraska

Monday, December 3, 2018

Regular Meeting

Item Oath6

Council to consider appointment to various committees for a two-year term.

Staff Contact: Kim Wright, City Clerk

CITY COUNCIL BOARD APPOINTMENTS
AS OF OCTOBER 1, 2018

- a) Panhandle Area Development District – City Manager or designee (primary) and Gonzales (alternate)
- b) Scottsbluff Drain Operating Committee – Meininger
- c) Panhandle Humane Society – Animal Control Officer Bornschlegl
- d) Technical Advisory Committee – City Manager, (staff) Shaver and Colwell (alternate)
- e) NPPD Retail Community Customer Committee – City Manager or designee (primary)
- f) Public Alliance for Community Energy (PACE) – City Manager or designee (primary)
- g) Senior Center – Meininger
- h) Youth Council –Shaver
- i) Resource, Conservation & Development Board (RC&D)- Colwell (primary)
- j) Riverside Discovery Center Board – McCarthy (ex-officio)
- k) 911 Steering Committee – Meininger and Shaver (alternate)
- l) Western Nebraska Economic Development Committee –Gonzales
- m) Revenue Committee – Gonzales, Shaver
- n) East Overland Steering Committee – Gonzales
- o) Tri-City Active Living Advisory Council – Shaver
- p) Platte Alliance Water Supply – Appoint December 3, 2108 / Member & Alternate
- q) Region 22 Emergency Management Advisory Board – Meininger
- r) Heartland Expressway –

City of Scottsbluff, Nebraska

Monday, December 3, 2018

Regular Meeting

Item Oath7

Council to convene as the Scottsbluff Leasing Corporation and discuss and take action on agenda items.

Staff Contact: Kim Wright, City Clerk

**AGENDA
CITY OF SCOTTSBLUFF
LEASING CORPORATION
BOARD OF DIRECTORS MEETING**

December 3, 2018

1. Roll Call.
2. Appoint temporary chairperson.
3. Appoint Nathan Green, Jeanne McKerrigan, and Terry Schaub as Board Members.
4. Appointment of officers
 - a. President –
 - b. Vice-President –
 - c. Secretary/Treasurer –
5. Approve minutes of the meeting held December 5, 2016.
6. Adjourn.

December 5, 2016
Scottsbluff, Nebraska

The Board of Directors of the City of Scottsbluff Leasing Corporation met in the City Council Chamber of City Hall on December 5, 2016 at 6:20 p.m. Notice was given by publication in the Star Herald on December 2, 2016. Upon roll call the following Board Members were present: Raymond Gonzales, Randy Meininger, Scott Shaver, Jordan Colwell and Board Member Elect Mark McCarthy. Absent: None.

Board Member Meininger nominated City Clerk Dickinson as temporary Chairperson for reorganization of the Board. Moved by Board Member Meininger seconded by Board Member Gonzales, "That City Clerk Dickinson be appointed as temporary Chairperson of the Scottsbluff Leasing Corporation." "YEAS" Meininger, Gonzales, Shaver, and Colwell. "NAYS" None. Absent: None.

Moved by Board Member Meininger seconded by Board Member Shaver, "That Mark McCarthy be appointed as a Board Member. "YEAS" Meininger, Gonzales, Shaver, Colwell, "NAYS" None. Absent: None.

Chairperson Dickinson called for nominations for President, Vice President and Secretary/Treasurer of the Scottsbluff Leasing Corporation.

Moved by Board Member Meininger, seconded by Board Member Gonzales, "That Board Member Shaver be nominated as President of the Scottsbluff Leasing Corporation." No other nominations were made. "YEAS" Meininger, Gonzales, Shaver, McCarthy, Colwell "NAYS" None. Absent: None.

Moved by Board Member Gonzales, seconded by Board Member Meininger, "That Board Member McCarthy be nominated as Vice President of the Scottsbluff Leasing Corporation." No other nominations were made. "YEAS" Meininger, Gonzales, Shaver, McCarthy, Colwell. "NAYS" None. Absent: None.

Moved by Board Member Shaver, seconded by Board Member Gonzales, "That Board Member Meininger be nominated as Secretary/Treasurer of the Scottsbluff Leasing Corporation." No other nominations were made. "YEAS" Meininger, Gonzales, Shaver, McCarthy, Colwell "NAYS" None. Absent: None.

Moved by Board Member Gonzales, seconded by Board Member Meininger, "That minutes of the May 4, 2015 meeting be approved," "YEAS" Meininger, Gonzales, Shaver, Colwell "NAYS" None. Absent: None. Abstain: McCarthy.

Moved by Board Member Meininger, "to declare an emergency item regarding the resignation of Board Member Liz Hilyard, "YEAS" Meininger, Gonzales, Shaver, McCarthy, Colwell "NAYS" None. Absent: None.

Moved by Board Member Meininger, seconded by Board Member Gonzales, "to accept the resignation of Liz Hilyard from the Scottsbluff Leasing Corporation," "YEAS" Meininger, Gonzales, Shaver, Colwell, and McCarthy. "NAYS" None. Absent: None.

Moved by Board Member McCarthy, seconded by Board Member Colwell, “to adjourn the meeting of the Scottsbluff Leasing Corporation at 6:30 p.m. “YEAS” Meininger, Gonzales, Shaver, McCarthy, Colwell. “NAYS” None. Absent: None.

Scott Shaver, President

Cindy Dickinson, City Clerk

City of Scottsbluff, Nebraska

Monday, December 3, 2018

Regular Meeting

Item Oath8

Reconvene as the Scottsbluff City Council-Roll Call.

Staff Contact: Kim Wright, City Clerk

City of Scottsbluff, Nebraska

Monday, December 3, 2018

Regular Meeting

Item Oath9

Council to receive presentation and consider readoption of the City Council Code of Conduct.

Staff Contact: City Council

CITY COUNCIL CODE OF CONDUCT

Council Conduct with Other Councilmembers

Councils are composed of individuals with a wide variety of backgrounds, personalities, values, opinions, and goals. Despite this diversity, all have chosen to serve in public office in order to preserve and protect the present and the future of the community. In all cases, this common goal should be acknowledged even as Council may “agree to disagree” on contentious issues.

Practice civility and decorum in discussions and debate

Difficult questions, tough challenges to a particular point of view, and criticism of ideas and information are legitimate elements of a free democracy in action. This does not allow, however, Councilmembers to make belligerent, personal, impertinent, slanderous, threatening, abusive, or disparaging comments. No shouting or physical actions that could be construed as threatening will be tolerated.

Honor the role of the Chair in maintaining order

It is the responsibility of the Chair to keep the comments of Councilmembers on track during public meetings. Councilmembers should honor efforts by the Chair to focus discussion on current agenda items. If there is a disagreement about the agenda or the Chair’s actions, those objections should be voiced politely and with reason, following the procedures outlined in parliamentary procedure.

Private Communications

Nothing should be said privately to another Councilmember that one is not willing to repeat publicly. All communications with other Councilmembers should be regarded as potentially public communications.

Council Conduct with City Staff

Except for purposes of reasonable inquiry, the Councilmembers shall deal with the administrative service solely through the City Manager and are not permitted to give orders to any of the subordinates of the City Manager, either publicly or privately.

Never publicly criticize an individual employee

Council should never express concerns about the performance of a City employee in public, to the employee directly, or to the employee’s manager. Comments about staff performance should only be made to the City Manager through private correspondence or conversation.

Council Conduct with The Public

IN PUBLIC MEETINGS

Making the public feel welcome is an important part of the democratic process. No signs of partiality, prejudice or disrespect should be evident on the part of individual Councilmembers

toward an individual participating in public forum. Every effort should be made to be fair and impartial in listening to public testimony.

- **Be welcoming to speakers and treat them with care and gentleness**

The way that Council treats people during public hearings can do a lot to make them relax or to push their emotions to a higher level of intensity.

- **Give the appearance of active listening**

It is disconcerting to speakers to have Councilmembers not look at them when they are speaking. It is fine to look down at documents or to make notes, but reading for a long period of time, gazing around the room gives the appearance of disinterest. Be aware of facial expressions, especially those that could be interpreted as smirking, disbelief, anger or boredom. Council should be attentive and free to ask questions to clarify or expand the information presented. Personal opinions of the Councilmembers may be shared after the presentations are complete.

IN UNOFFICIAL SETTINGS

- **Make no promises on behalf of the Council**

Councilmembers will frequently be asked to explain a Council action or to give their opinion about an issue as they meet and talk with constituents in the community. It is appropriate to give a brief overview of City policy and to refer to City staff for further information. It is inappropriate to overtly or implicitly promise Council action, or to promise City staff will do something specific (fix a pothole, remove a library book, plant new flowers in the median, etc.).

- **Make no personal comments about other Councilmembers**

It is acceptable to publicly disagree about an issue, but it is unacceptable to make derogatory comments about other Councilmembers, their opinions and actions.

- **Remember that despite its population figures, Scottsbluff is a small town at heart**

Councilmembers are constantly being observed by the community every day that they serve in office. Their behavior and comments serve as models for proper deportment in the City of Scottsbluff. Honesty and respect for the dignity of each individual should be reflected in every word and action taken by Councilmembers, 24 hours a day, seven days a week. It is a serious and continuous responsibility.

Council Conduct with Other Public Agencies

- **Be clear about representing the city or personal interests**

If a Councilmember appears before another governmental agency or organization to give a statement on an issue, the Councilmember must clearly state if his or her statement reflects personal opinion or is the official stance of the City

If the Councilmember is representing the City, the Councilmember must support and advocate the official City position on an issue, not a personal viewpoint of the Councilmember adverse to the City position.

If the Councilmember is representing another organization whose position is different from the City, the Councilmember should request the City Council excuse them from voting and state

their reasons for doing so. Then allow a City Council vote to excuse the Councilmember from voting on the issue if it significantly impacts or is detrimental to the City's interest. Councilmembers should be clear about which organizations they represent and inform the Mayor and Council of their involvement.

Council Conduct with the Media

Councilmembers are frequently contacted by the media for background and quotes.

- **The best advice for dealing with the media is to never go “off the record”**

Most members of the media represent the highest levels of journalistic integrity and ethics, and can be trusted to keep their word. But one bad experience can be catastrophic. Words that are not said cannot be quoted.

- **Choose words carefully and cautiously**

Comments taken out of context can cause problems. Be especially cautious about humor, sardonic asides, sarcasm, or word play. It is never appropriate to use personal slurs or swear words when talking with the media.

Adopted _____
Date

Scottsbluff City Council:

_____ Raymond Gonzales

_____ Nathan Green

_____ Jeanne McKerrigan

_____ Terry Schaub

_____ Scott Shaver

City of Scottsbluff, Nebraska

Monday, December 3, 2018

Regular Meeting

Item Claims1

Regular Claims

Staff Contact: Liz Hilyard, Finance Director



City of Scottsbluff, NE

Expense Approval Report

By Vendor Name

Post Dates 11/20/2018 - 12/03/2018

Description (Payable)	Account Name	(None)	(None)	(None)	Amount
Vendor: 02583 - ADVANCE AUTO PARTS					
Fund: 111 - GENERAL					
HEADLAMP FOR ENGINE	VEHICLE MAINTENANCE				15.49
Fund 111 - GENERAL Total:					15.49
Vendor 02583 - ADVANCE AUTO PARTS Total:					15.49
Vendor: 09663 - ALARM SECURITY TECHNICIANS					
Fund: 111 - GENERAL					
CONTRACTUAL-PD	CONTRACTUAL SERVICES				14.95
Fund 111 - GENERAL Total:					14.95
Vendor 09663 - ALARM SECURITY TECHNICIANS Total:					14.95
Vendor: 03711 - AMAZON.COM HEADQUARTERS					
Fund: 111 - GENERAL					
Misc.	AUDIOVISUAL SUPPLIES				66.58
Misc.	BOOKS				337.54
Misc.	PROGRAMMING				203.60
Fund 111 - GENERAL Total:					607.72
Fund: 721 - GIS SERVICES					
DEPT SUPP	DEPARTMENT SUPPLIES				234.00
Fund 721 - GIS SERVICES Total:					234.00
Vendor 03711 - AMAZON.COM HEADQUARTERS Total:					841.72
Vendor: 04575 - AUTOZONE STORES, INC					
Fund: 111 - GENERAL					
WRENCH SET	DEPARTMENT SUPPLIES				29.68
Fund 111 - GENERAL Total:					29.68
Fund: 725 - CENTRAL GARAGE					
DEPT SUPPLIES	DEPARTMENT SUPPLIES				239.40
EQUIP MTNC	EQUIPMENT MAINTENANCE				183.94
Fund 725 - CENTRAL GARAGE Total:					423.34
Vendor 04575 - AUTOZONE STORES, INC Total:					453.02
Vendor: 00295 - B & H INVESTMENTS, INC					
Fund: 111 - GENERAL					
Dep. sup. - LIBRARY	DEPARTMENT SUPPLIES				40.50
Fund 111 - GENERAL Total:					40.50
Vendor 00295 - B & H INVESTMENTS, INC Total:					40.50
Vendor: 00241 - BAKER & ASSOCIATES INC					
Fund: 223 - KENO					
23 CLUB IMPROVEMENTS	CONTRACTUAL SERVICES				8,900.00
Fund 223 - KENO Total:					8,900.00
Vendor 00241 - BAKER & ASSOCIATES INC Total:					8,900.00
Vendor: 00538 - BARCO MUNICIPAL PRODUCTS INC					
Fund: 212 - TRANSPORTATION					
SUPP - QUICK RELEASE POSTS - ...	DEPARTMENT SUPPLIES				2,545.00
Fund 212 - TRANSPORTATION Total:					2,545.00
Vendor 00538 - BARCO MUNICIPAL PRODUCTS INC Total:					2,545.00
Vendor: 09716 - BLACK HILLS GAS DISTRIBUTION LLC					
Fund: 111 - GENERAL					
Monthly Energy Bill	HEATING FUEL				298.78
Monthly Energy Bill	HEATING FUEL				180.59
Monthly Energy Bill	HEATING FUEL				180.58

Expense Approval Report

Post Dates: 11/20/2018 - 12/03/2018

Description (Payable)	Account Name	(None)	(None)	(None)	Amount
Monthly Energy Bill	HEATING FUEL				96.04
Monthly Energy Bill	HEATING FUEL				234.98
Monthly Energy Bill	HEATING FUEL				492.31
Monthly Energy Bill	HEATING FUEL				126.02
Fund 111 - GENERAL Total:					1,609.30
Fund: 212 - TRANSPORTATION					
Monthly Energy Bill	HEATING FUEL				880.46
Fund 212 - TRANSPORTATION Total:					880.46
Fund: 621 - ENVIRONMENTAL SERVICES					
Monthly Energy Bill	HEATING FUEL				125.11
Fund 621 - ENVIRONMENTAL SERVICES Total:					125.11
Fund: 641 - WATER					
Monthly Energy Bill	HEATING FUEL				137.50
Fund 641 - WATER Total:					137.50
Fund: 725 - CENTRAL GARAGE					
Monthly Energy Bill	HEATING FUEL				190.32
Fund 725 - CENTRAL GARAGE Total:					190.32
Vendor 09716 - BLACK HILLS GAS DISTRIBUTION LLC Total:					2,942.69
Vendor: 00405 - BLUFFS SANITARY SUPPLY INC.					
Fund: 111 - GENERAL					
Jan. sup.	JANITORIAL SUPPLIES				76.40
Fund 111 - GENERAL Total:					76.40
Fund: 621 - ENVIRONMENTAL SERVICES					
DEPT SUPPLIES	DEPARTMENT SUPPLIES				92.94
Fund 621 - ENVIRONMENTAL SERVICES Total:					92.94
Vendor 00405 - BLUFFS SANITARY SUPPLY INC. Total:					169.34
Vendor: 08293 - BRODERICK, MATTHEW					
Fund: 111 - GENERAL					
SCHOOLS & CONF-PD	SCHOOL & CONFERENCE				105.00
Fund 111 - GENERAL Total:					105.00
Vendor 08293 - BRODERICK, MATTHEW Total:					105.00
Vendor: 09926 - BROWN CO					
Fund: 111 - GENERAL					
EQUIP MAINT	EQUIPMENT MAINTENANCE				1,250.00
Fund 111 - GENERAL Total:					1,250.00
Vendor 09926 - BROWN CO Total:					1,250.00
Vendor: 09410 - BROWN, MATTHEW					
Fund: 111 - GENERAL					
SCHOOLS & CONF-PD	SCHOOL & CONFERENCE				105.00
Fund 111 - GENERAL Total:					105.00
Vendor 09410 - BROWN, MATTHEW Total:					105.00
Vendor: 04893 - BROWN'S SHOE FIT, CO.					
Fund: 631 - WASTEWATER					
UNIFORMS & CLOTHING	UNIFORMS & CLOTHING				264.00
Fund 631 - WASTEWATER Total:					264.00
Vendor 04893 - BROWN'S SHOE FIT, CO. Total:					264.00
Vendor: 10002 - BSQUARED FARMING & TRUCKING, LLC & SC BLANTON EXPRESS, LLC					
Fund: 224 - ECONOMIC DEVELOPMENT					
ECONOMIC DEVELOPMENT ASS...	ECONOMIC DEVELOPMENT				150,000.00
Fund 224 - ECONOMIC DEVELOPMENT Total:					150,000.00
Vendor 10002 - BSQUARED FARMING & TRUCKING, LLC & SC BLANTON EXPRESS, LLC Total:					150,000.00

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Description (Payable)	Account Name	(None)	(None)	(None)	Amount
Vendor: 09029 - BYTES COMPUTER & NETWORK SOLUTIONS					
Fund: 224 - ECONOMIC DEVELOPMENT					
ECONOMIC DEVELOPMENT ASS...	ECONOMIC DEVELOPMENT				100,000.00
				Fund 224 - ECONOMIC DEVELOPMENT Total:	100,000.00
				Vendor 09029 - BYTES COMPUTER & NETWORK SOLUTIONS Total:	100,000.00
Vendor: 07911 - CELLCO PARTNERSHIP					
Fund: 111 - GENERAL					
FIRE DEPT CELLULAR PHONES	CELLULAR PHONE				260.47
TELEPHONE-PD	TELEPHONE				1,124.37
				Fund 111 - GENERAL Total:	1,384.84
				Vendor 07911 - CELLCO PARTNERSHIP Total:	1,384.84
Vendor: 02396 - CITIBANK N.A.					
Fund: 111 - GENERAL					
DEPT SUPP	DEPARTMENT SUPPLIES				176.93
TONER AND PAPER- CHIEF'S OFF..	DEPARTMENT SUPPLIES				134.98
SHIPPING OF PACKAGES	POSTAGE				74.02
				Fund 111 - GENERAL Total:	385.93
Fund: 212 - TRANSPORTATION					
SUPP - PLANNER	DEPARTMENT SUPPLIES				17.99
POSTAGE	POSTAGE				46.04
SUPP - MARKERS, PENS	DEPARTMENT SUPPLIES				21.98
SUPP - CARTRIDGES, STAPLES, ...	DEPARTMENT SUPPLIES				187.04
				Fund 212 - TRANSPORTATION Total:	273.05
Fund: 213 - CEMETERY					
DEPT SUPP	DEPARTMENT SUPPLIES				16.32
				Fund 213 - CEMETERY Total:	16.32
Fund: 621 - ENVIRONMENTAL SERVICES					
DEPT SUPP	DEPARTMENT SUPPLIES				149.72
DEPT SUPP	DEPARTMENT SUPPLIES				108.96
				Fund 621 - ENVIRONMENTAL SERVICES Total:	258.68
Fund: 631 - WASTEWATER					
DEPT SUP	DEPARTMENT SUPPLIES				73.29
				Fund 631 - WASTEWATER Total:	73.29
Fund: 721 - GIS SERVICES					
DEPT SUPPLIES	DEPARTMENT SUPPLIES				83.44
DEPT CREDIT-TAX REFUND	DEPARTMENT SUPPLIES				-5.46
				Fund 721 - GIS SERVICES Total:	77.98
				Vendor 02396 - CITIBANK N.A. Total:	1,085.25
Vendor: 01976 - CLARK PRINTING LLC					
Fund: 111 - GENERAL					
DEPT SUPP	DEPARTMENT SUPPLIES				50.00
Dep. sup.	DEPARTMENT SUPPLIES				126.00
				Fund 111 - GENERAL Total:	176.00
				Vendor 01976 - CLARK PRINTING LLC Total:	176.00
Vendor: 09989 - COATS CALEB					
Fund: 111 - GENERAL					
CONTRACTUAL	CONTRACTUAL SERVICES				45.00
				Fund 111 - GENERAL Total:	45.00
				Vendor 09989 - COATS CALEB Total:	45.00
Vendor: 09824 - CORE & MAIN LP					
Fund: 641 - WATER					
DEPT SUP	DEPARTMENT SUPPLIES				545.91
METERS	METERS				924.18
METERS	METERS				949.50
METERS	METERS				1,364.12

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Description (Payable)	Account Name	(None)	(None)	(None)	Amount
METERS	METERS				692.08
METERS	METERS				762.77
METERS	METERS				962.16
METERS	METERS				141.37
DEPT SUP	DEPARTMENT SUPPLIES				-2,000.28
METERS	METERS				192.01
METERS	METERS				288.02
DEPT SUP	DEPARTMENT SUPPLIES				2,000.28
METERS	METERS				1,199.54
METERS	METERS				724.79
METERS	METERS				699.47
METERS	METERS				942.12
METERS	METERS				69.63
Fund 641 - WATER Total:					10,457.67
Vendor 09824 - CORE & MAIN LP Total:					10,457.67
Vendor: 06564 - CREDIT MANAGEMENT SERVICES INC.					
Fund: 713 - CASH & INVESTMENT POOL					
WAGE ATTACHMENT	WAGE ATTACHMENT EE PAY				218.06
Fund 713 - CASH & INVESTMENT POOL Total:					218.06
Vendor 06564 - CREDIT MANAGEMENT SERVICES INC. Total:					218.06
Vendor: 07689 - CYNTHIA GREEN					
Fund: 111 - GENERAL					
Dep. sup.	DEPARTMENT SUPPLIES				30.89
DEPT SUPP	DEPARTMENT SUPPLIES				56.98
Fund 111 - GENERAL Total:					87.87
Vendor 07689 - CYNTHIA GREEN Total:					87.87
Vendor: 00234 - D & H ELECTRONICS INC.					
Fund: 212 - TRANSPORTATION					
SUPP - CLAMSHELL & TERM RI...	DEPARTMENT SUPPLIES				34.62
SUPP - TERM RINGS	DEPARTMENT SUPPLIES				18.63
Fund 212 - TRANSPORTATION Total:					53.25
Fund: 641 - WATER					
DEPT SUP	DEPARTMENT SUPPLIES				27.82
Fund 641 - WATER Total:					27.82
Vendor 00234 - D & H ELECTRONICS INC. Total:					81.07
Vendor: 03321 - DALE'S TIRE & RETREADING, INC.					
Fund: 111 - GENERAL					
EQUIP MAINT	EQUIPMENT MAINTENANCE				34.05
Fund 111 - GENERAL Total:					34.05
Vendor 03321 - DALE'S TIRE & RETREADING, INC. Total:					34.05
Vendor: 00404 - DAS STATE ACCOUNTING-CENTRAL FINANCE					
Fund: 111 - GENERAL					
Monthly Long Distance	TELEPHONE				6.11
Monthly Long Distance	TELEPHONE				4.76
Monthly Long Distance	TELEPHONE				10.91
Monthly Long Distance	TELEPHONE				0.80
Monthly Long Distance	TELEPHONE				4.31
Monthly Long Distance	TELEPHONE				12.82
Monthly Long Distance	TELEPHONE				48.62
Monthly Long Distance	TELEPHONE				14.07
Monthly Long Distance	TELEPHONE				2.37
Monthly Long Distance	TELEPHONE				2.35
LONG DISTANCE	TELEPHONE				3.81
Fund 111 - GENERAL Total:					110.93

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Description (Payable)	Account Name	(None)	(None)	(None)	Amount
Fund: 212 - TRANSPORTATION					
Monthly Long Distance	TELEPHONE				6.46
Fund 212 - TRANSPORTATION Total:					6.46
Fund: 213 - CEMETERY					
Monthly Long Distance	TELEPHONE				6.13
Fund 213 - CEMETERY Total:					6.13
Fund: 224 - ECONOMIC DEVELOPMENT					
Monthly Long Distance	TELEPHONE				10.10
Fund 224 - ECONOMIC DEVELOPMENT Total:					10.10
Fund: 621 - ENVIRONMENTAL SERVICES					
Monthly Long Distance	TELEPHONE				5.16
Fund 621 - ENVIRONMENTAL SERVICES Total:					5.16
Fund: 631 - WASTEWATER					
Monthly Long Distance	TELEPHONE				2.87
Fund 631 - WASTEWATER Total:					2.87
Fund: 641 - WATER					
Monthly Long Distance	TELEPHONE				2.99
Fund 641 - WATER Total:					2.99
Fund: 661 - STORMWATER					
Monthly Long Distance	TELEPHONE				9.29
Fund 661 - STORMWATER Total:					9.29
Fund: 721 - GIS SERVICES					
Monthly Long Distance	TELEPHONE				0.47
Fund 721 - GIS SERVICES Total:					0.47
Fund: 725 - CENTRAL GARAGE					
Monthly Long Distance	TELEPHONE				3.07
Fund 725 - CENTRAL GARAGE Total:					3.07
Vendor 00404 - DAS STATE ACCOUNTING-CENTRAL FINANCE Total:					157.47
Vendor: 09692 - DOOLEY OIL INC					
Fund: 725 - CENTRAL GARAGE					
OIL & ANTIFREEZE	OIL & ANTIFREEZE				67.67
Fund 725 - CENTRAL GARAGE Total:					67.67
Vendor 09692 - DOOLEY OIL INC Total:					67.67
Vendor: 08173 - DXP ENTERPRISES INC					
Fund: 111 - GENERAL					
Cal gas and sensor	EQUIPMENT MAINTENANCE				450.60
Fund 111 - GENERAL Total:					450.60
Vendor 08173 - DXP ENTERPRISES INC Total:					450.60
Vendor: 03950 - ENERGY LABORATORIES, INC					
Fund: 641 - WATER					
SAMPLES	SAMPLES				135.00
Fund 641 - WATER Total:					135.00
Vendor 03950 - ENERGY LABORATORIES, INC Total:					135.00
Vendor: 02460 - FASTENAL COMPANY					
Fund: 212 - TRANSPORTATION					
SUPP - NUTS & BOLTS	DEPARTMENT SUPPLIES				59.63
Fund 212 - TRANSPORTATION Total:					59.63
Fund: 631 - WASTEWATER					
EQUIP MAINT	EQUIPMENT MAINTENANCE				3.50
Fund 631 - WASTEWATER Total:					3.50
Vendor 02460 - FASTENAL COMPANY Total:					63.13

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Description (Payable)	Account Name	(None)	(None)	(None)	Amount
Vendor: 07574 - FAT BOYS TIRE AND AUTO					
Fund: 725 - CENTRAL GARAGE					
EQUIP MTNC	EQUIPMENT MAINTENANCE				36.00
Fund 725 - CENTRAL GARAGE Total:					36.00
Vendor 07574 - FAT BOYS TIRE AND AUTO Total:					36.00
Vendor: 00548 - FEDERAL EXPRESS CORPORATION					
Fund: 111 - GENERAL					
POSTAGE	POSTAGE				22.80
Fund 111 - GENERAL Total:					22.80
Vendor 00548 - FEDERAL EXPRESS CORPORATION Total:					22.80
Vendor: 09991 - FERNANDEZ ROBERTO					
Fund: 111 - GENERAL					
CONTRACTUAL	CONTRACTUAL SERVICES				30.00
Fund 111 - GENERAL Total:					30.00
Vendor 09991 - FERNANDEZ ROBERTO Total:					30.00
Vendor: 00794 - FLOYD'S TRUCK CENTER, INC					
Fund: 621 - ENVIRONMENTAL SERVICES					
VEHICLE MTNC	VEHICLE MAINTENANCE				374.88
Fund 621 - ENVIRONMENTAL SERVICES Total:					374.88
Vendor 00794 - FLOYD'S TRUCK CENTER, INC Total:					374.88
Vendor: 00022 - GENERAL ELECTRIC CAPITAL CORPORATION					
Fund: 111 - GENERAL					
Def	VEHICLE MAINTENANCE				23.64
Dep. sup. & prgrm.	DEPARTMENT SUPPLIES				33.04
Dep. sup. & prgrm.	PROGRAMMING				12.65
Prgrm.	PROGRAMMING				45.64
batteries	DEPARTMENT SUPPLIES				149.60
Bks. & prgrm.	BOOKS				23.31
Bks. & prgrm.	PROGRAMMING				16.50
Dep. sup.	DEPARTMENT SUPPLIES				3.96
RECRUITMENT POL CSC	RECRUITMENT				7.96
Prgrm.	PROGRAMMING				27.96
Water	DEPARTMENT SUPPLIES				23.88
Fund 111 - GENERAL Total:					368.14
Fund: 215 - SPECIAL PROJECTS					
CAR SEATS-PD	DEPARTMENT SUPPLIES				179.92
Fund 215 - SPECIAL PROJECTS Total:					179.92
Fund: 641 - WATER					
DEPT SUP	DEPARTMENT SUPPLIES				298.47
Fund 641 - WATER Total:					298.47
Vendor 00022 - GENERAL ELECTRIC CAPITAL CORPORATION Total:					846.53
Vendor: 09848 - GENOWAYS NATHAN					
Fund: 111 - GENERAL					
SCHOOLS & CONF-PD	SCHOOL & CONFERENCE				26.00
Fund 111 - GENERAL Total:					26.00
Vendor 09848 - GENOWAYS NATHAN Total:					26.00
Vendor: 04371 - HAWKINS, INC.					
Fund: 641 - WATER					
CHEMICALS	CHEMICALS				2,120.10
Fund 641 - WATER Total:					2,120.10
Vendor 04371 - HAWKINS, INC. Total:					2,120.10

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Description (Payable)	Account Name	(None)	(None)	(None)	Amount
Vendor: 04299 - HD SUPPLY FACILITIES MAINTENANCE LTD					
Fund: 631 - WASTEWATER					
DEPT SUP	DEPARTMENT SUPPLIES				1,181.63
				Fund 631 - WASTEWATER Total:	1,181.63
				Vendor 04299 - HD SUPPLY FACILITIES MAINTENANCE LTD Total:	1,181.63
Vendor: 09597 - HOBBY LOBBY STORES INC					
Fund: 212 - TRANSPORTATION					
SIGNING SUPP - WEEDERS FOR S..	DEPARTMENT SUPPLIES				29.98
				Fund 212 - TRANSPORTATION Total:	29.98
				Vendor 09597 - HOBBY LOBBY STORES INC Total:	29.98
Vendor: 00299 - HULLINGER GLASS & LOCKS INC.					
Fund: 111 - GENERAL					
BLDG MAINT	BUILDING MAINTENANCE				136.00
				Fund 111 - GENERAL Total:	136.00
Fund: 212 - TRANSPORTATION					
SUPP - KEYS	DEPARTMENT SUPPLIES				40.00
				Fund 212 - TRANSPORTATION Total:	40.00
				Vendor 00299 - HULLINGER GLASS & LOCKS INC. Total:	176.00
Vendor: 00525 - IDEAL LAUNDRY AND CLEANERS, INC.					
Fund: 111 - GENERAL					
Jan. sup.	JANITORIAL SUPPLIES				89.25
DEPT SUPP	DEPARTMENT SUPPLIES				52.41
				Fund 111 - GENERAL Total:	141.66
Fund: 212 - TRANSPORTATION					
SUPP - MATS, TOWELS	DEPARTMENT SUPPLIES				31.99
SUPP - MATS,S TOWELS	DEPARTMENT SUPPLIES				31.99
				Fund 212 - TRANSPORTATION Total:	63.98
Fund: 621 - ENVIRONMENTAL SERVICES					
DEPT SUPPLIES	DEPARTMENT SUPPLIES				93.41
				Fund 621 - ENVIRONMENTAL SERVICES Total:	93.41
Fund: 631 - WASTEWATER					
CONTRACTUAL SVC	CONTRACTUAL SERVICES				25.00
				Fund 631 - WASTEWATER Total:	25.00
Fund: 641 - WATER					
CONTRACTUAL SVC	CONTRACTUAL SERVICES				25.00
				Fund 641 - WATER Total:	25.00
Fund: 725 - CENTRAL GARAGE					
UNIFORMS & CLOTHING	DEPARTMENT SUPPLIES				33.24
UNIFORMS & CLOTHING	UNIFORMS & CLOTHING				8.96
DEPT SUPPLIES	DEPARTMENT SUPPLIES				33.24
DEPT SUPPLIES	UNIFORMS & CLOTHING				8.96
				Fund 725 - CENTRAL GARAGE Total:	84.40
				Vendor 00525 - IDEAL LAUNDRY AND CLEANERS, INC. Total:	433.45
Vendor: 00937 - INDEPENDENT PLUMBING AND HEATING, INC					
Fund: 111 - GENERAL					
GROUND MAINT	GROUNDS MAINTENANCE				18.52
				Fund 111 - GENERAL Total:	18.52
				Vendor 00937 - INDEPENDENT PLUMBING AND HEATING, INC Total:	18.52
Vendor: 02578 - INFINITY CONSTRUCTION, INC.					
Fund: 212 - TRANSPORTATION					
42ND STREET - AVE I TO 5TH AVE STREET PROJECTS					134,401.72
				Fund 212 - TRANSPORTATION Total:	134,401.72

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Description (Payable)	Account Name	(None)	(None)	(None)	Amount
Fund: 631 - WASTEWATER					
42ND STREET - AVE I TO 5TH AVE STRUCTURES					465.50
				Fund 631 - WASTEWATER Total:	465.50
Fund: 661 - STORMWATER					
42ND STREET - AVE I TO 5TH AVE STRUCTURES					30,979.50
				Fund 661 - STORMWATER Total:	30,979.50
				Vendor 02578 - INFINITY CONSTRUCTION, INC. Total:	165,846.72
Vendor: 09291 - INGRAM LIBRARY SERVICES INC					
Fund: 111 - GENERAL					
Bks.	BOOKS				33.08
Bks.	BOOKS				69.34
Bks.	BOOKS				26.62
Bks.	BOOKS				75.74
				Fund 111 - GENERAL Total:	204.78
				Vendor 09291 - INGRAM LIBRARY SERVICES INC Total:	204.78
Vendor: 08154 - INTERNAL REVENUE SERVICE					
Fund: 713 - CASH & INVESTMENT POOL					
WITHHOLDINGS	MEDICARE W/H EE PAYABLE				4,127.12
WITHHOLDINGS	MEDICARE W/H EE PAYABLE				4,127.12
WITHHOLDINGS	FICA W/H EE PAYABLE				14,851.25
WITHHOLDINGS	FICA W/H EE PAYABLE				14,851.25
WITHHOLDINGS	FED W/H EE PAYABLE				26,156.81
				Fund 713 - CASH & INVESTMENT POOL Total:	64,113.55
				Vendor 08154 - INTERNAL REVENUE SERVICE Total:	64,113.55
Vendor: 08525 - INTRALINKS, INC					
Fund: 111 - GENERAL					
Dep sup.	DEPARTMENT SUPPLIES				161.38
				Fund 111 - GENERAL Total:	161.38
Fund: 212 - TRANSPORTATION					
BROADBAND ROUTER - TRANS...	DEPARTMENT SUPPLIES				621.57
				Fund 212 - TRANSPORTATION Total:	621.57
				Vendor 08525 - INTRALINKS, INC Total:	782.95
Vendor: 06131 - JOHN DEERE FINANCIAL					
Fund: 212 - TRANSPORTATION					
SUPP - ZIP TIES	DEPARTMENT SUPPLIES				18.52
				Fund 212 - TRANSPORTATION Total:	18.52
Fund: 631 - WASTEWATER					
UNIFORMS & CLOTHING	UNIFORMS & CLOTHING				99.99
				Fund 631 - WASTEWATER Total:	99.99
Fund: 725 - CENTRAL GARAGE					
UNIFORMS & CLOTHING	UNIFORMS & CLOTHING				209.98
				Fund 725 - CENTRAL GARAGE Total:	209.98
				Vendor 06131 - JOHN DEERE FINANCIAL Total:	328.49
Vendor: 08067 - JOHN DEERE FINANCIAL					
Fund: 111 - GENERAL					
VEHI MAINT	VEHICLE MAINTENANCE				29.52
VEH MAINT	VEHICLE MAINTENANCE				-1.54
				Fund 111 - GENERAL Total:	27.98
				Vendor 08067 - JOHN DEERE FINANCIAL Total:	27.98
Vendor: 09474 - JOHN DEERE FINANCIAL					
Fund: 213 - CEMETERY					
EQUIP MAINT	EQUIPMENT MAINTENANCE				24.73
				Fund 213 - CEMETERY Total:	24.73
				Vendor 09474 - JOHN DEERE FINANCIAL Total:	24.73

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Description (Payable)	Account Name	(None)	(None)	(None)	Amount
Vendor: 09371 - KIRK BERNHARDT					
Fund: 111 - GENERAL					
CONTRACTUAL	CONTRACTUAL SERVICES				500.00
				Fund 111 - GENERAL Total:	500.00
				Vendor 09371 - KIRK BERNHARDT Total:	500.00
Vendor: 09747 - KNOW HOW LLC					
Fund: 111 - GENERAL					
BLDG MAINT	BUILDING MAINTENANCE				100.44
				Fund 111 - GENERAL Total:	100.44
Fund: 213 - CEMETERY					
VEHICLE MAINT	VEHICLE MAINTENANCE				117.95
VEHICLE MAINT	VEHICLE MAINTENANCE				-18.00
				Fund 213 - CEMETERY Total:	99.95
Fund: 621 - ENVIRONMENTAL SERVICES					
DEPT SUPPLIES	DEPARTMENT SUPPLIES				18.51
EQUIP MTNC	EQUIPMENT MAINTENANCE				63.28
DEPT SUPPLIES	DEPARTMENT SUPPLIES				26.87
				Fund 621 - ENVIRONMENTAL SERVICES Total:	108.66
Fund: 725 - CENTRAL GARAGE					
EQUIP MTNC	DEPARTMENT SUPPLIES				9.06
EQUIP MTNC	EQUIPMENT MAINTENANCE				16.77
EQUIP MTNC	EQUIPMENT MAINTENANCE				199.90
EQUIP MTNC	EQUIPMENT MAINTENANCE				446.57
EQUIP MTNC	EQUIPMENT MAINTENANCE				118.82
EQUIP MTNC	EQUIPMENT MAINTENANCE				235.43
EQUIP MTNC	EQUIPMENT MAINTENANCE				5.98
EQUIP MTNC	EQUIPMENT MAINTENANCE				31.26
EQUIP MTNC	EQUIPMENT MAINTENANCE				18.31
EQUIP MTNC	EQUIPMENT MAINTENANCE				19.42
EQUIP MTNC	EQUIPMENT MAINTENANCE				384.02
EQUIP MTNC	EQUIPMENT MAINTENANCE				10.67
EQUIP MTNC	EQUIPMENT MAINTENANCE				199.90
EQUIP MTNC	EQUIPMENT MAINTENANCE				16.75
EQUIP MTNC	EQUIPMENT MAINTENANCE				10.67
EQUIP MTNC	EQUIPMENT MAINTENANCE				63.78
EQUIP MTNC	EQUIPMENT MAINTENANCE				-9.15
EQUIP MTNC	EQUIPMENT MAINTENANCE				-33.33
EQUIP MTNC	EQUIPMENT MAINTENANCE				-66.00
EQUIP MTNC	EQUIPMENT MAINTENANCE				-106.44
				Fund 725 - CENTRAL GARAGE Total:	1,572.39
				Vendor 09747 - KNOW HOW LLC Total:	1,881.44
Vendor: 09979 - KOLB T NATHAN					
Fund: 111 - GENERAL					
CONTRACTUAL	CONTRACTUAL SERVICES				45.00
				Fund 111 - GENERAL Total:	45.00
				Vendor 09979 - KOLB T NATHAN Total:	45.00
Vendor: 09872 - KRIZ DAVIS					
Fund: 212 - TRANSPORTATION					
SUPP - DIGITAL CLAMP METER	DEPARTMENT SUPPLIES				105.00
SUPP - DIGITAL CLAMP METER	DEPARTMENT SUPPLIES				-105.00
ELECT. SUPP - WIRE, CONDUIT, ...	DEPARTMENT SUPPLIES				238.66
				Fund 212 - TRANSPORTATION Total:	238.66
				Vendor 09872 - KRIZ DAVIS Total:	238.66

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Description (Payable)	Account Name	(None)	(None)	(None)	Amount
Vendor: 09984 - LITZELMAN KALE					
Fund: 111 - GENERAL					
CONTRACTULA	CONTRACTUAL SERVICES				30.00
Fund 111 - GENERAL Total:					30.00
Vendor 09984 - LITZELMAN KALE Total:					30.00
Vendor: 09978 - LOFINK BRADEN					
Fund: 111 - GENERAL					
CONTRACTUAL	CONTRACTUAL SERVICES				45.00
Fund 111 - GENERAL Total:					45.00
Vendor 09978 - LOFINK BRADEN Total:					45.00
Vendor: 09849 - LUCKINBILL BENJAMIN					
Fund: 111 - GENERAL					
SCHOOLS & CONF-PD	SCHOOL & CONFERENCE				26.00
Fund 111 - GENERAL Total:					26.00
Vendor 09849 - LUCKINBILL BENJAMIN Total:					26.00
Vendor: 00242 - M.C. SCHAFF & ASSOCIATES, INC					
Fund: 111 - GENERAL					
DEPT CNTRCL SRVCS	CONTRACTUAL SERVICES				2,460.00
Fund 111 - GENERAL Total:					2,460.00
Fund: 212 - TRANSPORTATION					
PROF. SERVICES - 42ND ST (AVE ...STREET PROJECTS					20,838.31
Fund 212 - TRANSPORTATION Total:					20,838.31
Fund: 631 - WASTEWATER					
PROF. SERVICES - 42ND ST (AVE ...ENGINEERING/DESIGN					3,449.10
Fund 631 - WASTEWATER Total:					3,449.10
Fund: 661 - STORMWATER					
PROF. SERVICES - 42ND ST (AVE ...ENGINEERING/DESIGN					4,455.09
Fund 661 - STORMWATER Total:					4,455.09
Vendor 00242 - M.C. SCHAFF & ASSOCIATES, INC Total:					31,202.50
Vendor: 07838 - MAILFINANCE INC					
Fund: 111 - GENERAL					
MONTHLY LEASE	RENT-MACHINES				148.76
Fund 111 - GENERAL Total:					148.76
Vendor 07838 - MAILFINANCE INC Total:					148.76
Vendor: 09980 - MALTOS-GARCIA ARNOLDO					
Fund: 111 - GENERAL					
CONTRACTUAL	CONTRACTUAL SERVICES				30.00
Fund 111 - GENERAL Total:					30.00
Vendor 09980 - MALTOS-GARCIA ARNOLDO Total:					30.00
Vendor: 10001 - MANN JACK					
Fund: 111 - GENERAL					
CONTRACTUAL	CONTRACTUAL SERVICES				30.00
Fund 111 - GENERAL Total:					30.00
Vendor 10001 - MANN JACK Total:					30.00
Vendor: 08317 - MATHESON TRI-GAS INC					
Fund: 111 - GENERAL					
ACETYLENE FOR CUTTING TOR...	DEPARTMENT SUPPLIES				26.09
Fund 111 - GENERAL Total:					26.09
Vendor 08317 - MATHESON TRI-GAS INC Total:					26.09
Vendor: 07628 - MENARDS, INC					
Fund: 111 - GENERAL					
Bolts and Washers	DEPARTMENT SUPPLIES				10.93
LED LIGHTS FOR TOWER 1 HOLI...	DEPARTMENT SUPPLIES				79.95

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Description (Payable)	Account Name	(None)	(None)	(None)	Amount
DEPT SUPP	DEPARTMENT SUPPLIES				133.42
				Fund 111 - GENERAL Total:	224.30
Fund: 212 - TRANSPORTATION					
SUPP - OUTLET, COVER, CONN	DEPARTMENT SUPPLIES				25.98
SUPP - IRON HOLD	DEPARTMENT SUPPLIES				25.98
SUPP - HANDY BOX, OUTLET PL...	DEPARTMENT SUPPLIES				1.23
				Fund 212 - TRANSPORTATION Total:	53.19
Fund: 621 - ENVIRONMENTAL SERVICES					
DEPT SUPPLIES	DEPARTMENT SUPPLIES				18.04
DEPT SUPPLIES	DEPARTMENT SUPPLIES				67.95
				Fund 621 - ENVIRONMENTAL SERVICES Total:	85.99
Fund: 641 - WATER					
DEPT SUP	DEPARTMENT SUPPLIES				425.83
DEPT SUP	DEPARTMENT SUPPLIES				18.17
DEPT SUP	DEPARTMENT SUPPLIES				85.58
				Fund 641 - WATER Total:	529.58
				Vendor 07628 - MENARDS, INC Total:	893.06
Vendor: 07253 - MICHAEL B KEMBEL					
Fund: 621 - ENVIRONMENTAL SERVICES					
BUILDING MTNC	BUILDING MAINTENANCE				125.40
				Fund 621 - ENVIRONMENTAL SERVICES Total:	125.40
				Vendor 07253 - MICHAEL B KEMBEL Total:	125.40
Vendor: 07938 - MIDWEST CONNECT, LLC					
Fund: 111 - GENERAL					
DEPT SUPP	DEPARTMENT SUPPLIES				370.00
				Fund 111 - GENERAL Total:	370.00
Fund: 621 - ENVIRONMENTAL SERVICES					
DEPT SUPP	DEPARTMENT SUPPLIES				283.55
				Fund 621 - ENVIRONMENTAL SERVICES Total:	283.55
Fund: 631 - WASTEWATER					
DEPT SUPP	DEPARTMENT SUPPLIES				283.56
				Fund 631 - WASTEWATER Total:	283.56
Fund: 641 - WATER					
DEPT SUPP	DEPARTMENT SUPPLIES				283.56
				Fund 641 - WATER Total:	283.56
				Vendor 07938 - MIDWEST CONNECT, LLC Total:	1,220.67
Vendor: 00844 - MIRACLE RECREATION EQUIPMENT					
Fund: 111 - GENERAL					
DEPT SUPP	DEPARTMENT SUPPLIES				756.00
				Fund 111 - GENERAL Total:	756.00
				Vendor 00844 - MIRACLE RECREATION EQUIPMENT Total:	756.00
Vendor: 08083 - NE COLORADO CELLULAR, INC					
Fund: 631 - WASTEWATER					
CONTRACTUAL SVC	CONTRACTUAL SERVICES				16.38
				Fund 631 - WASTEWATER Total:	16.38
Fund: 641 - WATER					
CONTRACTUAL SVC	CONTRACTUAL SERVICES				59.14
				Fund 641 - WATER Total:	59.14
				Vendor 08083 - NE COLORADO CELLULAR, INC Total:	75.52
Vendor: 00797 - NE DEPT OF REVENUE					
Fund: 111 - GENERAL					
TAX	SALES TAX PAYABLE				329.53
				Fund 111 - GENERAL Total:	329.53

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Description (Payable)	Account Name	(None)	(None)	(None)	Amount
Fund: 641 - WATER					
TAX	SALES TAX PAYABLE				13,367.57
TAX	SALES TAX PAYABLE				16,659.20
Fund 641 - WATER Total:					30,026.77
Fund: 661 - STORMWATER					
TAX	SALES TAX PAYABLE				493.34
Fund 661 - STORMWATER Total:					493.34
Vendor 00797 - NE DEPT OF REVENUE Total:					30,849.64
Vendor: 01156 - NE LIBRARY COMMISSION					
Fund: 111 - GENERAL					
Cont. srvc.	CONTRACTUAL SERVICES				750.00
Fund 111 - GENERAL Total:					750.00
Vendor 01156 - NE LIBRARY COMMISSION Total:					750.00
Vendor: 00412 - NEBRASKA ASSOCIATION OF CHIEF'S OF POLICE					
Fund: 111 - GENERAL					
MEMBERSHIPS-PD	MEMBERSHIPS				50.00
Fund 111 - GENERAL Total:					50.00
Vendor 00412 - NEBRASKA ASSOCIATION OF CHIEF'S OF POLICE Total:					50.00
Vendor: 00578 - NEBRASKA PUBLIC POWER DISTRICT					
Fund: 631 - WASTEWATER					
ELECTRICITY	ELECTRIC POWER				180.73
ELECTRICITY	ELECTRIC POWER				13,574.95
Fund 631 - WASTEWATER Total:					13,755.68
Fund: 641 - WATER					
ELECTRICITY	ELECTRIC POWER				2,431.64
ELECTRICITY	ELECTRIC POWER				3,629.29
Fund 641 - WATER Total:					6,060.93
Vendor 00578 - NEBRASKA PUBLIC POWER DISTRICT Total:					19,816.61
Vendor: 00139 - NORTHWEST PIPE FITTINGS, INC. OF SCOTTSBLUFF					
Fund: 111 - GENERAL					
GROUND MAINT	GROUPS MAINTENANCE				11.92
GROUND MAINT	GROUPS MAINTENANCE				139.80
GROUND MAINT	GROUPS MAINTENANCE				38.85
GROUND MAINT	GROUPS MAINTENANCE				87.67
GROUND MAINT	GROUPS MAINTENANCE				39.30
Fund 111 - GENERAL Total:					317.54
Vendor 00139 - NORTHWEST PIPE FITTINGS, INC. OF SCOTTSBLUFF Total:					317.54
Vendor: 09982 - OLSON JOSEPH					
Fund: 111 - GENERAL					
CONTRACTUAL	CONTRACTUAL SERVICES				45.00
Fund 111 - GENERAL Total:					45.00
Vendor 09982 - OLSON JOSEPH Total:					45.00
Vendor: 00487 - PANHANDLE ENVIRONMENTAL SERVICES INC					
Fund: 631 - WASTEWATER					
CONTRACTUAL SVC	CONTRACTUAL SERVICES				90.50
Fund 631 - WASTEWATER Total:					90.50
Fund: 641 - WATER					
SAMPLES	SAMPLES				80.00
SAMPLES	SAMPLES				80.00
Fund 641 - WATER Total:					160.00
Vendor 00487 - PANHANDLE ENVIRONMENTAL SERVICES INC Total:					250.50

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Description (Payable)	Account Name	(None)	(None)	(None)	Amount
Vendor: 00017 - PANHANDLE HUMANE SOCIETY					
Fund: 111 - GENERAL					
CONTRACTUAL	CONTRACTUAL SERVICES				5,174.59
				Fund 111 - GENERAL Total:	5,174.59
				Vendor 00017 - PANHANDLE HUMANE SOCIETY Total:	5,174.59
Vendor: 01276 - PLATTE VALLEY BANK					
Fund: 713 - CASH & INVESTMENT POOL					
HEALTH SAVINGS ACCT	HSA EE PAYABLE				13,726.60
				Fund 713 - CASH & INVESTMENT POOL Total:	13,726.60
				Vendor 01276 - PLATTE VALLEY BANK Total:	13,726.60
Vendor: 09765 - POLAR EXPRESS HVAC/R LLC					
Fund: 641 - WATER					
EQUIP MAINT	EQUIPMENT MAINTENANCE				528.88
				Fund 641 - WATER Total:	528.88
				Vendor 09765 - POLAR EXPRESS HVAC/R LLC Total:	528.88
Vendor: 00272 - POSTMASTER					
Fund: 111 - GENERAL					
POSTAGE	POSTAGE				225.00
				Fund 111 - GENERAL Total:	225.00
Fund: 621 - ENVIRONMENTAL SERVICES					
Postage	POSTAGE				96.18
				Fund 621 - ENVIRONMENTAL SERVICES Total:	96.18
Fund: 631 - WASTEWATER					
Postage	POSTAGE				96.18
				Fund 631 - WASTEWATER Total:	96.18
Fund: 641 - WATER					
Postage	POSTAGE				96.18
				Fund 641 - WATER Total:	96.18
				Vendor 00272 - POSTMASTER Total:	513.54
Vendor: 00796 - POWERPLAN					
Fund: 621 - ENVIRONMENTAL SERVICES					
EQUIP MTNC	EQUIPMENT MAINTENANCE				579.60
EQUIP MTNC	EQUIPMENT MAINTENANCE				1,691.33
				Fund 621 - ENVIRONMENTAL SERVICES Total:	2,270.93
				Vendor 00796 - POWERPLAN Total:	2,270.93
Vendor: 00471 - PRO OVERHEAD DOOR					
Fund: 641 - WATER					
CONTRACTUAL SVC	CONTRACTUAL SERVICES				218.00
				Fund 641 - WATER Total:	218.00
				Vendor 00471 - PRO OVERHEAD DOOR Total:	218.00
Vendor: 00266 - QUILL CORPORATION					
Fund: 111 - GENERAL					
DEPT SUPPL-PD	DEPARTMENT SUPPLIES				216.99
DEPT SUPPL-PD	DEPARTMENT SUPPLIES				21.49
				Fund 111 - GENERAL Total:	238.48
				Vendor 00266 - QUILL CORPORATION Total:	238.48
Vendor: 04089 - REGIONAL CARE INC					
Fund: 812 - HEALTH INSURANCE					
FLEX FUNDING	FLEXIBLE BENFT EXPENSES				288.30
CLAIMS	CLAIMS EXPENSE				31,352.17
FLEX FUNDING	FLEXIBLE BENFT EXPENSES				192.00
CLAIMS	CLAIMS EXPENSE				14,177.57

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Description (Payable)	Account Name	(None)	(None)	(None)	Amount
HEALTH INSURANCE PREMIUM -..PREMIUM EXPENSE					38,674.52
				Fund 812 - HEALTH INSURANCE Total:	84,684.56
				Vendor 04089 - REGIONAL CARE INC Total:	84,684.56
Vendor: 00364 - REGIONAL WEST MEDICAL CENTER					
Fund: 111 - GENERAL					
GAUZE AND COBAN- MEDICAL ... DEPARTMENT SUPPLIES					8.96
				Fund 111 - GENERAL Total:	8.96
				Vendor 00364 - REGIONAL WEST MEDICAL CENTER Total:	8.96
Vendor: 00798 - REGISTER OF DEEDS					
Fund: 213 - CEMETERY					
LEGAL	LEGAL FEES				10.00
LEGAL	LEGAL FEES				10.00
LEGAL	LEGAL FEES				10.00
LEGAL	LEGAL FEES				10.00
				Fund 213 - CEMETERY Total:	40.00
				Vendor 00798 - REGISTER OF DEEDS Total:	40.00
Vendor: 00366 - ROOSEVELT PUBLIC POWER DISTRICT					
Fund: 641 - WATER					
ELECTICITY	ELECTRIC POWER				1,752.81
				Fund 641 - WATER Total:	1,752.81
				Vendor 00366 - ROOSEVELT PUBLIC POWER DISTRICT Total:	1,752.81
Vendor: 09997 - RURAL HEALTH DEVELOPMENT, INC.					
Fund: 224 - ECONOMIC DEVELOPMENT					
ECONOMIC DEV	ECONOMIC DEVELOPMENT				6,383.33
				Fund 224 - ECONOMIC DEVELOPMENT Total:	6,383.33
				Vendor 09997 - RURAL HEALTH DEVELOPMENT, INC. Total:	6,383.33
Vendor: 00026 - S M E C					
Fund: 713 - CASH & INVESTMENT POOL					
SMEC	SMEC EE PAYABLE				160.00
				Fund 713 - CASH & INVESTMENT POOL Total:	160.00
				Vendor 00026 - S M E C Total:	160.00
Vendor: 00257 - SANDBERG IMPLEMENT, INC					
Fund: 111 - GENERAL					
EQUIP MAINT	EQUIPMENT MAINTENANCE				9.12
VEHICLE MAINT	VEHICLE MAINTENANCE				10.98
EQUIP MAINT	EQUIPMENT MAINTENANCE				124.11
EQUIP MAINT	EQUIPMENT MAINTENANCE				157.44
EQUIP MAINT	EQUIPMENT MAINTENANCE				22.83
DEPT SUPP	DEPARTMENT SUPPLIES				1,078.20
				Fund 111 - GENERAL Total:	1,402.68
				Vendor 00257 - SANDBERG IMPLEMENT, INC Total:	1,402.68
Vendor: 09408 - SATO, LEANN					
Fund: 661 - STORMWATER					
SCHOOLS & CONF	SCHOOL & CONFERENCE				76.00
				Fund 661 - STORMWATER Total:	76.00
				Vendor 09408 - SATO, LEANN Total:	76.00
Vendor: 00258 - SCB COUNTY TREASURER					
Fund: 111 - GENERAL					
REIMBURSEMENT - 2017 SHSP -... DEPARTMENT SUPPLIES					1,400.00
				Fund 111 - GENERAL Total:	1,400.00
				Vendor 00258 - SCB COUNTY TREASURER Total:	1,400.00
Vendor: 00108 - SCOTTSBLUFF WINSUPPLY COMPANY					
Fund: 111 - GENERAL					
GROUND MAINT	GROUNDS MAINTENANCE				146.10

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Description (Payable)	Account Name	(None)	(None)	(None)	Amount
GROUND MAINT	GROUNDS MAINTENANCE				24.62
GROUND MAINT	GROUNDS MAINTENANCE				13.10
Fund 111 - GENERAL Total:					183.82
Vendor 00108 - SCOTTSBLUFF WINSUPPLY COMPANY Total:					183.82
Vendor: 00759 - SCOTTSBLUFF/GERING CHAMBER OF COMMERCE					
Fund: 111 - GENERAL					
SCHOOL & CONF	SCHOOL & CONFERENCE				15.00
Fund 111 - GENERAL Total:					15.00
Fund: 224 - ECONOMIC DEVELOPMENT					
SCHOOL & CONF	SCHOOL & CONFERENCE				15.00
Fund 224 - ECONOMIC DEVELOPMENT Total:					15.00
Vendor 00759 - SCOTTSBLUFF/GERING CHAMBER OF COMMERCE Total:					30.00
Vendor: 00684 - SHERIFF'S OFFICE					
Fund: 111 - GENERAL					
LEGAL FEES-PD	LEGAL FEES				221.58
Fund 111 - GENERAL Total:					221.58
Vendor 00684 - SHERIFF'S OFFICE Total:					221.58
Vendor: 00786 - SHERWIN WILLIAMS					
Fund: 212 - TRANSPORTATION					
SUPP - STRAINERS	DEPARTMENT SUPPLIES				16.64
Fund 212 - TRANSPORTATION Total:					16.64
Vendor 00786 - SHERWIN WILLIAMS Total:					16.64
Vendor: 01031 - SIMON CONTRACTORS					
Fund: 212 - TRANSPORTATION					
CONCRETE FOR STREET REPAIR	STREET MAINTENANCE				492.75
CONCRETE FOR STREET REPAIR	STREET MAINTENANCE				657.00
CONCRETE FOR STREET REPAIR	STREET MAINTENANCE				520.13
CONCRETE FOR STREET REPAIR	STREET MAINTENANCE				860.00
Fund 212 - TRANSPORTATION Total:					2,529.88
Fund: 213 - CEMETERY					
DEPT SUPP	DEPARTMENT SUPPLIES				25.92
Fund 213 - CEMETERY Total:					25.92
Vendor 01031 - SIMON CONTRACTORS Total:					2,555.80
Vendor: 02918 - SIRSI CORPORATION					
Fund: 111 - GENERAL					
Cont. srvc.	CONTRACTUAL SERVICES				1,126.07
Fund 111 - GENERAL Total:					1,126.07
Vendor 02918 - SIRSI CORPORATION Total:					1,126.07
Vendor: 00513 - SNELL SERVICES INC.					
Fund: 111 - GENERAL					
Equip. main.	EQUIPMENT MAINTENANCE				1,830.00
DEPT SUPP	DEPARTMENT SUPPLIES				36.00
Fund 111 - GENERAL Total:					1,866.00
Vendor 00513 - SNELL SERVICES INC. Total:					1,866.00
Vendor: 00054 - STATE HEALTH LAB					
Fund: 641 - WATER					
SAMPLES	SAMPLES				344.00
Fund 641 - WATER Total:					344.00
Vendor 00054 - STATE HEALTH LAB Total:					344.00
Vendor: 09346 - SUHOR INDUSTRIES, INC.					
Fund: 213 - CEMETERY					
DEPT SUPP	DEPARTMENT SUPPLIES				110.00

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Description (Payable)	Account Name	(None)	(None)	(None)	Amount
DEPT SUPP	DEPARTMENT SUPPLIES				185.00
Fund 213 - CEMETERY Total:					295.00
Vendor 09346 - SUHOR INDUSTRIES, INC. Total:					295.00
Vendor: 07537 - TRANS IOWA EQUIPMENT LLC					
Fund: 631 - WASTEWATER					
EQUIP MAINT	EQUIPMENT MAINTENANCE				19.13
EQUIP MAINT	EQUIPMENT MAINTENANCE				598.01
Fund 631 - WASTEWATER Total:					617.14
Vendor 07537 - TRANS IOWA EQUIPMENT LLC Total:					617.14
Vendor: 00568 - TWIN CITY AUTO, INC					
Fund: 212 - TRANSPORTATION					
SNOW PLOW DEFLECTOR	EQUIPMENT MAINTENANCE				264.36
Fund 212 - TRANSPORTATION Total:					264.36
Vendor 00568 - TWIN CITY AUTO, INC Total:					264.36
Vendor: 08821 - TYLER TECHNOLOGIES, INC					
Fund: 621 - ENVIRONMENTAL SERVICES					
UB ONLINE FEE 12/1/18 - 12/31.... CONTRACTUAL SERVICES					116.00
Fund 621 - ENVIRONMENTAL SERVICES Total:					116.00
Fund: 631 - WASTEWATER					
UB ONLINE FEE 12/1/18 - 12/31.... CONTRACTUAL SERVICES					116.00
Fund 631 - WASTEWATER Total:					116.00
Fund: 641 - WATER					
UB ONLINE FEE 12/1/18 - 12/31.... CONTRACTUAL SERVICES					116.00
Fund 641 - WATER Total:					116.00
Vendor 08821 - TYLER TECHNOLOGIES, INC Total:					348.00
Vendor: 09865 - UNION BANK & TRUST					
Fund: 713 - CASH & INVESTMENT POOL					
RETIREMENT	REGULAR RETIRE EE PAY				8,043.92
RETIREMENT	REGULAR RETIRE EE PAY				7,810.18
RETIREMENT	DEFERRED COMP EE PAY				540.00
RETIREMENT	DEFERRED COMP EE PAY				2,232.24
RETIREMENT	RETIRE FIRE EE PAYABLE				5,354.68
RETIREMENT	RETIRE FIRE EE PAYABLE				2,842.34
RETIREMENT	RETIRE POLICE EE PAY				6,028.79
RETIREMENT	RETIRE POLICE EE PAY				6,505.14
Fund 713 - CASH & INVESTMENT POOL Total:					39,357.29
Vendor 09865 - UNION BANK & TRUST Total:					39,357.29
Vendor: 08828 - US BANK					
Fund: 111 - GENERAL					
DEPT/INVEST SUPPL-PD	DEPARTMENT SUPPLIES				29.62
DEPT/INVEST SUPPL-PD	INVESTIGATIVE EXPENSES				7.98
INVEST SUPPL-PD	INVESTIGATIVE EXPENSES				6.89
HOSE TESTING CAPS (BACKORD...	DEPARTMENT SUPPLIES				147.80
Prgm.	PROGRAMMING				15.98
DEPT SUPP	DEPARTMENT SUPPLIES				80.60
GASOLINE-PD	GASOLINE				45.29
GASOLINE-PD	GASOLINE				39.20
FUEL- HAZMAT SCHOOL	GASOLINE				31.28
FUEL- SCHINGLE THIRA MEETING	GASOLINE				54.25
FUEL- MURPHY TRAINING CLASS	GASOLINE				29.60
FUEL- MURPHY TRAINING CLASS	GASOLINE				32.55
FUEL- HAZMAT SCHOOL	GASOLINE				28.66
FUEL- MURPHY TRAINING CLASS	GASOLINE				41.60
FUEL- HAZMAT SCHOOL	GASOLINE				23.26
SHIFT CALENDARS FOR 2019	DEPARTMENT SUPPLIES				55.62
GASOLINE-PD	GASOLINE				15.01

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Description (Payable)	Account Name	(None)	(None)	(None)	Amount
GASOLINE-PD	GASOLINE				18.61
OFFICE SUPPLIES- MURPHY	DEPARTMENT SUPPLIES				79.47
GASOLINE-PD	GASOLINE				74.05
SCHOOLS & CONF-PD	SCHOOL & CONFERENCE				168.00
GASOLINE-PD	GASOLINE				33.07
GASOLINE-PD	GASOLINE				16.93
GASOLINE-PD	GASOLINE				29.30
SMOOTH BORE NOZZLES	DEPARTMENT SUPPLIES				223.35
SCHOOLS & CONF-PD	SCHOOL & CONFERENCE				372.36
DEPT SUPPL-PD	DEPARTMENT SUPPLIES				51.63
DEPT SUPPL-PD	DEPARTMENT SUPPLIES				25.28
SCHOOLS & CONF-PD	SCHOOL & CONFERENCE				-24.36
CABLE ADAPTERS	DEPARTMENT SUPPLIES				8.14
Mmbrshp rnwl.	MEMBERSHIPS				42.00
Fund 111 - GENERAL Total:					1,803.02
Fund: 213 - CEMETERY					
DEPT SUPP	DEPARTMENT SUPPLIES				31.76
Fund 213 - CEMETERY Total:					31.76
Fund: 661 - STORMWATER					
MEMBERSHIPS	MEMBERSHIPS				203.00
CONTRACTUAL SVC	CONTRACTUAL SERVICES				56.00
SCHOOLS & CONF	SCHOOL & CONFERENCE				48.49
SCHOOLS & CONF	SCHOOL & CONFERENCE				41.84
SCHOOLS & CONF	SCHOOL & CONFERENCE				74.23
SCHOOLS & CONF	SCHOOL & CONFERENCE				19.57
CONTRACTUAL SVC	CONTRACTUAL SERVICES				4.99
Fund 661 - STORMWATER Total:					448.12
Vendor 08828 - US BANK Total:					2,282.90
Vendor: 07571 - WEST NEBRASKA CLAIMS SERVICE, INC					
Fund: 631 - WASTEWATER					
CLAIM	SEWER BACKUP CLAIMS				404.20
Fund 631 - WASTEWATER Total:					404.20
Vendor 07571 - WEST NEBRASKA CLAIMS SERVICE, INC Total:					404.20
Vendor: 00344 - WESTERN PATHOLOGY CONSULTANTS, INC					
Fund: 111 - GENERAL					
2019 POLICY UPDATES	CONTRACTUAL SERVICES				75.00
Fund 111 - GENERAL Total:					75.00
Vendor 00344 - WESTERN PATHOLOGY CONSULTANTS, INC Total:					75.00
Vendor: 03683 - WIN INVESTMENTS INC					
Fund: 631 - WASTEWATER					
SCHOOLS & CONF	SCHOOL & CONFERENCE				219.90
Fund 631 - WASTEWATER Total:					219.90
Fund: 641 - WATER					
SCHOOLS & CONF	SCHOOL & CONFERENCE				253.70
Fund 641 - WATER Total:					253.70
Vendor 03683 - WIN INVESTMENTS INC Total:					473.60
Vendor: 07239 - WYOMING FIRST AID & SAFETY SUPPLY, LLC					
Fund: 725 - CENTRAL GARAGE					
DEPT SUPPLIES	DEPARTMENT SUPPLIES				13.17
Fund 725 - CENTRAL GARAGE Total:					13.17
Vendor 07239 - WYOMING FIRST AID & SAFETY SUPPLY, LLC Total:					13.17

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Description (Payable)	Account Name	(None)	(None)	(None)	Amount
Vendor: 09750 - WYOMING WATER DEVELOPMENT OFF					
Fund: 641 - WATER					
PAWS FEASIBILITY STUDY	CONTRACTUAL SERVICES				3,385.63
				Fund 641 - WATER Total:	3,385.63
				Vendor 09750 - WYOMING WATER DEVELOPMENT OFF Total:	3,385.63
Vendor: 03379 - ZM LUMBER INC					
Fund: 111 - GENERAL					
BLDG MAINT	BUILDING MAINTENANCE				2.07
GROUND MAINT	GROUNDS MAINTENANCE				6.86
				Fund 111 - GENERAL Total:	8.93
				Vendor 03379 - ZM LUMBER INC Total:	8.93
				Grand Total:	780,517.36

Report Summary

Fund Summary

Fund	Expense Amount	Payment Amount
111 - GENERAL	27,699.31	329.53
212 - TRANSPORTATION	162,934.66	0.00
213 - CEMETERY	539.81	0.00
215 - SPECIAL PROJECTS	179.92	0.00
223 - KENO	8,900.00	0.00
224 - ECONOMIC DEVELOPMENT	256,408.43	0.00
621 - ENVIRONMENTAL SERVICES	4,036.89	96.18
631 - WASTEWATER	21,164.42	96.18
641 - WATER	57,019.73	30,122.95
661 - STORMWATER	36,461.34	493.34
713 - CASH & INVESTMENT POOL	117,575.50	117,575.50
721 - GIS SERVICES	312.45	0.00
725 - CENTRAL GARAGE	2,600.34	0.00
812 - HEALTH INSURANCE	84,684.56	46,010.04
Grand Total:	780,517.36	194,723.72

Account Summary

Account Number	Account Name	Expense Amount	Payment Amount
111-21311	SALES TAX PAYABLE	329.53	329.53
111-52111-111	DEPARTMENT SUPPLIES	515.39	0.00
111-52111-112	DEPARTMENT SUPPLIES	50.00	0.00
111-52111-141	DEPARTMENT SUPPLIES	978.45	0.00
111-52111-142	DEPARTMENT SUPPLIES	345.01	0.00
111-52111-143	DEPARTMENT SUPPLIES	1,400.00	0.00
111-52111-151	DEPARTMENT SUPPLIES	395.77	0.00
111-52111-171	DEPARTMENT SUPPLIES	2,225.15	0.00
111-52121-151	JANITORIAL SUPPLIES	165.65	0.00
111-52163-142	INVESTIGATIVE EXPENSES	14.87	0.00
111-52221-151	AUDIOVISUAL SUPPLIES	66.58	0.00
111-52222-151	BOOKS	565.63	0.00
111-52223-151	PROGRAMMING	322.33	0.00
111-52311-142	MEMBERSHIPS	50.00	0.00
111-52311-151	MEMBERSHIPS	42.00	0.00
111-52411-111	POSTAGE	225.00	0.00
111-52411-112	POSTAGE	22.80	0.00
111-52411-141	POSTAGE	74.02	0.00
111-52511-141	GASOLINE	241.20	0.00
111-52511-142	GASOLINE	271.46	0.00
111-53111-112	CONTRACTUAL SERVICES	75.00	0.00
111-53111-121	CONTRACTUAL SERVICES	2,460.00	0.00
111-53111-142	CONTRACTUAL SERVICES	5,189.54	0.00
111-53111-151	CONTRACTUAL SERVICES	1,876.07	0.00
111-53111-172	CONTRACTUAL SERVICES	800.00	0.00
111-53211-142	LEGAL FEES	221.58	0.00
111-53421-171	BUILDING MAINTENANCE	238.51	0.00
111-53441-141	EQUIPMENT MAINTENAN...	450.60	0.00
111-53441-151	EQUIPMENT MAINTENAN...	1,830.00	0.00
111-53441-171	EQUIPMENT MAINTENAN...	1,597.55	0.00
111-53451-141	VEHICLE MAINTENANCE	39.13	0.00
111-53451-171	VEHICLE MAINTENANCE	38.96	0.00
111-53471-171	GROUNDS MAINTENANCE	526.74	0.00
111-53521-111	HEATING FUEL	298.78	0.00
111-53521-141	HEATING FUEL	180.59	0.00
111-53521-142	HEATING FUEL	276.62	0.00
111-53521-151	HEATING FUEL	234.98	0.00
111-53521-171	HEATING FUEL	492.31	0.00
111-53521-172	HEATING FUEL	126.02	0.00

Account Summary

Account Number	Account Name	Expense Amount	Payment Amount
111-53561-111	TELEPHONE	6.11	0.00
111-53561-112	TELEPHONE	4.76	0.00
111-53561-114	TELEPHONE	10.91	0.00
111-53561-115	TELEPHONE	0.80	0.00
111-53561-121	TELEPHONE	4.31	0.00
111-53561-141	TELEPHONE	12.82	0.00
111-53561-142	TELEPHONE	1,172.99	0.00
111-53561-143	TELEPHONE	3.81	0.00
111-53561-151	TELEPHONE	14.07	0.00
111-53561-171	TELEPHONE	2.37	0.00
111-53561-172	TELEPHONE	2.35	0.00
111-53571-141	CELLULAR PHONE	260.47	0.00
111-53631-111	RENT-MACHINES	148.76	0.00
111-53711-114	SCHOOL & CONFERENCE	15.00	0.00
111-53711-142	SCHOOL & CONFERENCE	778.00	0.00
111-53913-112	RECRUITMENT	7.96	0.00
212-52111-212	DEPARTMENT SUPPLIES	3,967.43	0.00
212-52411-212	POSTAGE	46.04	0.00
212-53441-212	EQUIPMENT MAINTENAN...	264.36	0.00
212-53491-212	STREET MAINTENANCE	2,529.88	0.00
212-53521-212	HEATING FUEL	880.46	0.00
212-53561-212	TELEPHONE	6.46	0.00
212-54322-212	STREET PROJECTS	155,240.03	0.00
213-52111-213	DEPARTMENT SUPPLIES	369.00	0.00
213-53211-213	LEGAL FEES	40.00	0.00
213-53441-213	EQUIPMENT MAINTENAN...	24.73	0.00
213-53451-213	VEHICLE MAINTENANCE	99.95	0.00
213-53561-213	TELEPHONE	6.13	0.00
215-52111-142	DEPARTMENT SUPPLIES	179.92	0.00
223-53111-113	CONTRACTUAL SERVICES	8,900.00	0.00
224-53561-113	TELEPHONE	10.10	0.00
224-53711-113	SCHOOL & CONFERENCE	15.00	0.00
224-59111-114	ECONOMIC DEVELOPME...	256,383.33	0.00
621-52111-621	DEPARTMENT SUPPLIES	859.95	0.00
621-52411-621	POSTAGE	96.18	96.18
621-53111-621	CONTRACTUAL SERVICES	116.00	0.00
621-53421-621	BUILDING MAINTENANCE	125.40	0.00
621-53441-621	EQUIPMENT MAINTENAN...	2,334.21	0.00
621-53451-621	VEHICLE MAINTENANCE	374.88	0.00
621-53521-621	HEATING FUEL	125.11	0.00
621-53561-621	TELEPHONE	5.16	0.00
631-52111-631	DEPARTMENT SUPPLIES	1,538.48	0.00
631-52181-631	UNIFORMS & CLOTHING	363.99	0.00
631-52411-631	POSTAGE	96.18	96.18
631-53111-631	CONTRACTUAL SERVICES	247.88	0.00
631-53441-631	EQUIPMENT MAINTENAN...	620.64	0.00
631-53466-631	SEWER BACKUP CLAIMS	404.20	0.00
631-53531-631	ELECTRIC POWER	13,755.68	0.00
631-53561-631	TELEPHONE	2.87	0.00
631-53711-631	SCHOOL & CONFERENCE	219.90	0.00
631-54212-631	ENGINEERING/DESIGN	3,449.10	0.00
631-54311-631	STRUCTURES	465.50	0.00
641-21311	SALES TAX PAYABLE	30,026.77	30,026.77
641-52111-641	DEPARTMENT SUPPLIES	1,685.34	0.00
641-52116-641	METERS	9,911.76	0.00
641-52117-641	SAMPLES	639.00	0.00
641-52411-641	POSTAGE	96.18	96.18
641-52611-641	CHEMICALS	2,120.10	0.00

Account Summary

Account Number	Account Name	Expense Amount	Payment Amount
641-53111-641	CONTRACTUAL SERVICES	3,803.77	0.00
641-53441-641	EQUIPMENT MAINTENAN...	528.88	0.00
641-53521-641	HEATING FUEL	137.50	0.00
641-53531-641	ELECTRIC POWER	7,813.74	0.00
641-53561-641	TELEPHONE	2.99	0.00
641-53711-641	SCHOOL & CONFERENCE	253.70	0.00
661-21311	SALES TAX PAYABLE	493.34	493.34
661-52311-661	MEMBERSHIPS	203.00	0.00
661-53111-661	CONTRACTUAL SERVICES	60.99	0.00
661-53561-661	TELEPHONE	9.29	0.00
661-53711-661	SCHOOL & CONFERENCE	260.13	0.00
661-54212-661	ENGINEERING/DESIGN	4,455.09	0.00
661-54311-661	STRUCTURES	30,979.50	0.00
713-21512	MEDICARE W/H EE PAYAB...	8,254.24	8,254.24
713-21513	FICA W/H EE PAYABLE	29,702.50	29,702.50
713-21514	FED W/H EE PAYABLE	26,156.81	26,156.81
713-21524	SMEC EE PAYABLE	160.00	160.00
713-21527	WAGE ATTACHMENT EE ...	218.06	218.06
713-21528	REGULAR RETIRE EE PAY	15,854.10	15,854.10
713-21529	DEFERRED COMP EE PAY	2,772.24	2,772.24
713-21531	RETIRE FIRE EE PAYABLE	8,197.02	8,197.02
713-21533	RETIRE POLICE EE PAY	12,533.93	12,533.93
713-21541	HSA EE PAYABLE	13,726.60	13,726.60
721-52111-721	DEPARTMENT SUPPLIES	311.98	0.00
721-53561-721	TELEPHONE	0.47	0.00
725-52111-725	DEPARTMENT SUPPLIES	328.11	0.00
725-52181-725	UNIFORMS & CLOTHING	227.90	0.00
725-52531-725	OIL & ANTIFREEZE	67.67	0.00
725-53441-725	EQUIPMENT MAINTENAN...	1,783.27	0.00
725-53521-725	HEATING FUEL	190.32	0.00
725-53561-725	TELEPHONE	3.07	0.00
812-53861-112	PREMIUM EXPENSE	38,674.52	0.00
812-53862-112	CLAIMS EXPENSE	45,529.74	45,529.74
812-53863-112	FLEXIBLE BENFT EXPENSES	480.30	480.30
Grand Total:		780,517.36	194,723.72

Project Account Summary

Project Account Key	Expense Amount	Payment Amount
None	779,804.03	194,723.72
2122852111	179.92	0.00
6002052311	203.00	0.00
6002053111	56.00	0.00
6002053561	9.29	0.00
6002053711	265.12	0.00
Grand Total:	780,517.36	194,723.72

City of Scottsbluff, Nebraska

Monday, December 3, 2018

Regular Meeting

Item Pub. Hear.1

Council to conduct a public hearing set for this date at 6:15 p.m. to consider an Ordinance-proposed text changes including definitions for Micro Distilleries and Distilleries and including such as a special permitted and permitted use in zoning districts C-1, C-2, C-3, M-1, & M-2.

Staff Contact: City Council

**PLANNING COMMISSION MINUTES
REGULAR SCHEDULED MEETING
NOVEMBER 12, 2018
6:00 PM
SCOTTSBLUFF, NEBRASKA**

The Planning Commission of the City of Scottsbluff, Nebraska met in regular scheduled meeting on November 12, 2018, at 6:00 PM in the Scottsbluff Council Chamber, at 2525 Circle Drive, Scottsbluff, Nebraska. A notice of the meeting had been published in the Star-Herald, a newspaper of general circulation in the city, on November 12, 2018. The notice stated the date, time and location of the meeting, that the meeting was open to the public, anyone with a disability desiring reasonable accommodation to attend the Planning commission meeting should contact Development Services Department, and that an agenda of the meeting is kept continuously current is available for public inspection at Development Services Office; provided; the City Planning Commission could modify the agenda at the meeting if the business was determined that a n emergency so required. A similar notice, together with a copy of the agenda, also has been delivered to each Planning Commission member. An agenda kept continuously current was available for public inspection at the office of Development Services Department at all times from publication to the time of the meeting.

Item 1: Chairman Angie Aguallo called the meeting to order. Roll call consisted of the following members. Linda Redfern (alternate), Dave Gompert, Callan Wayman, Henry Huber, Becky Estrada, Angie Aguallo. Absent: Jim Zitterkopf, Anita Chadwick, Dane Weber, Mark Westphal. City officials present were, Gary Batt, Code Administrator II and Anthony Murphy City Fire Marshal.

Item 2: Chairman Aguallo informed those present of the Nebraska Open Meetings Act and that a copy was posted on the bookcase in the back of the Council Chamber, for those interested.

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

Item 4: Business not on the agenda; None.

Item 5: Citizens with business not on the regular agenda: None.

Item 6: The minutes from the September 10, 2018 meeting were reviewed.

Conclusion: A motion was made by Estrada and second made by Huber to approve the minutes from the September 10, 2018 meeting. "Yeas": Redfern, Gompert, Huber, Estrada, Aguallo. "Nays": None, "Abstained": Wayman, "Absent": Zitterkopf, Weber, Westphal, Chadwick. Motion Carried.

Item 7: The Planning commission opened the public hearing on a annexation request from property owners Western Sugar Company and Eric and Brandy Reichert .

The Western Sugar Company parcel is 31.6 acres and described as "That certain triangle-shaped parcel of land lying east of 21st Avenue, south and west of Highway 26 and north of East Overland Drive, being located in the W 1/2 SW ¼ of Section 19, Township 22 north, Range 54 West of the 6th P.M., Scotts Bluff County, Nebraska.

The second parcel owned by Eric and Brandy Reichert consists of 4.1 acres and described as Lot 1, Block 1, Western Addition, situated in the SW ¼ SW ¼ of Section 19, Township 22 North, Range 54 West of the 6th P.M., in Scotts Bluff County, Nebraska.

The City Staff made a positive recommendation to annex the two properties.

Chairman Aguallo asked if anyone was interested in speaking on the annexation, Anthony Murphy, City Fire Marshal for the City of Scottsbluff arose and said he just had a concern on what entity was going to the intersections of 21st Avenue and East Overland since rural fire currently responds to those locations, Anthony also questioned since these parcels are annexed, does the City Fire respond to incidents on Highway 26 between the above intersections. Anthony said that he has these concerns because of the new 911 system. Gary Batt said he would have to speak to the City Attorney to address these concerns and suggested that Anthony may do the same. Anthony then sat down.

There was an elderly gentleman who did not offer his name other than he was a on the Board of the Scottsbluff Sugar Workers Credit Union, he stated that the credit union never received notification. Gary Batt advised the gentleman that he would check into the matter.

Note: After the meeting, I remembered that when notifications are sent out, the computer generates a list of property owners within the 300 feet of the proposed property and notification is sent to those property owners. The Credit Union leases the ground from Western Sugar Company thus the Credit Union is not the owner so the notice was sent to Western Sugar Company.

Chairman Aguallo asked if anyone else had any comments and there were none and she asked for a motion.

Conclusion: A motion was made by Wayman, second made by Huber to approve the annexation of the two parcels. First being Western Sugar Company "That certain triangle-shaped parcel of and lying east of 21st Avenue, south and west of Highway 26 and north of East Overland Drive, being located in the W1/2 SW1/2 of Section 19, Township 22 North, Range 54 West of the 6th P.M., Scotts Bluff County, Nebraska.

The second parcel of Eric & Brandy Reichert, Lot 1, Block 1, Western Addition, situated in the SW1/4 SW 1/4 of Section 19, Township 22 North, Range 54 West of the 6th P.M., In Scotts Bluff County, Nebraska. "Yeas": Redfern, Gompert, Wayman, Huber, Estrada, Aguallo. "Nays": None, "Abstained": None "Absent": Zitterkopf, Chadwick, Weber, Westphal. Motion Carried.

Item 8: The Planning Commission opened the public hearing on a special permit for Dawn Jolliffe to have an esthetician salon in her home at 2117 2nd Avenue. Gary Batt read the staff report for the members and Gary said that staff recommended the salon. Chairman Aguallo asked if anyone had comments concerning the salon. Gary Batt introduced Dawn Jolliffe to the Planning Commission, Dawn explained what she was wishing to do at the house. Dawn explained the amount of clients she would see daily or weekly, an approximate time frame per client, and she addressed the issue of parking stating she has enough room in her driveway to park at least three cars. Although she said that she would never have that many clients at any time.

A unidentified male who apparently resides near Dawn Jolliffe addressed the members and Dawn with questions on time frames for her clients, parking and amount of clients. Dawn addressed the man and answered his questions with the same information she had spoke of earlier. Another unidentified female who said she lives in the neighborhood of 2117 2nd Avenue asked Dawn about the amount of clients and where were they going to park along with questioning the increase traffic on 2nd Avenue of clients coming to 2117 2nd Avenue. Dawn addressed those concerns. Another female Mary Skiles spoke to the members concerning the neighborhood has been changing over the years with a business being

located nearby (Jordaine Insurance) and many of the homes are being bought up and turned into rentals, she said she worried what problems adding this business would bring.

Callan Wayman asked Dawn about her business, Callan spoke of another hair salon that was denied in 2017 at the location of 7th Avenue and East 20th Street, which the salon owner would not have lived there and the parking was prohibitive. Callan asked if this would comply with the new Comp Plan, Gary Batt said he would have to check land use. Chairman Aguillo asked Dawn whether she planned on more than one customer at a time. Dawn said she would not, due to the prep time per customer is prohibitive. Dave Gompert asked whether her hours are day time or evening. Dawn said she leaned more to day light hours 8:00 am to 5:00 pm. Henry Huber asked whether the special permit was allowed anyone else to work there or if Dawn was the sole person. Gary Batt said the special permit is for Dawn alone and when she moves from 2117 2nd Avenue, the special permit ends.

At this point Chairman Aguillo asked for a motion for the Special Permit. Callan Wayman made a motion to disapprove the permit and second was made by Huber not to allow the esthetician salon at 2117 2nd Avenue. "Yeas" : Wayman, Huber, Estrada "Nays": Redfern, Gompert, Aguillo, "Abstained": None, "Absent": Zitterkopf, Weber, Westphal, Chadwick. There was a tie with three Yeas and three Nays.

Chairman Aguillo asked whether we could table the matter to the December meeting. Gary Batt said he believed that was possible due to the vote was tied. Chairman Aguillo asked for a motion to table. Henry Huber made a motion to table the Special Permit for 2117 2nd Avenue till the December meeting, seconded by Estrada. "Yeas": Redfern, Gompert, Huber, Estrada, Aguillo, "Nays": Wayman, "Abstained": None, "Absent": Zitterkopf, Westphal, Weber, Chadwick. Motioned Carried.

Becky Estrada then left the meeting at 6:30 PM due to another engagement.

Item 9: The Planning Commission opened a public hearing for Western Banks request to rezone a parcel at Lot 1, Block 1, Northern Heights By Foos from an R-1A to an O&P zoning district. The parcel is located on the corner of West 35th and Avenue B. The bank plans to build on the lot directly south of this lot and plans to use this lot as extra parking. They are asking for the rezone in advance before even starting construction of a new building. Pre-emptive.

Jack Baker of Baker and Associates was there as the engineer for the future project to answer any questions. Jack did explain the project is still in planning stages for now. Jack did say that there is a current curb cut on Avenue B, the bank plans for the entrance, there are no plans for any curb cuts on West 35th Street.

Leon Ross and his wife came to the meeting with questions on what lot was being rezoned, they asked Jack Baker about any frontage roads being planned, to which, Jack said no plans for a frontage road. They asked how far over to the east was being planned for development. Jack explained the bank owns the whole lot from Avenue B to the east boundary line of that lot. To which Leon and his wife said they have no objections to the rezone.

Chairman Aguillo asked for a motion to approve the rezone from R-1A to an O&P zoning district. Linda Redfern made a motion to approve the rezone with Dave Gompert second the motion. "Yeas": Redfern, Gompert, Wayman, Huber, Aguillo. "Nays": None, "Abstained": None, "Absent": Zitterkopf, Westphal, Weber, Chadwick. Motion Carried

Item 10. The Planning Commission opened a public hearing for review and adopt guidelines and requirements for micro distilleries in C-1 and C-2 zoning districts, as well as C-3, M1 and M2 zoning districts for distilleries and micro distilleries. The City Attorney has come up with an ordinance which is compliant with the State of Nebraska statutes governing micro distilleries and distilleries and complies with the above zoning districts. Gary Batt explained that a parcel on Broadway was being planned to

have a micro distillery such as the micro brewery. Gary Batt did say that a micro distillery in C-1 and C-2 zones would be required to have a special permit. Gary did say that staff recommended the ordinance. Chairman Aguallo asked for a motion to approve the micro distillery for C-1 and C-2 zones and Distilleries and micro distilleries in C-3, M-1 and M-2 zones. Callan Wayman made a motion to approve the addition of micro distilleries and distilleries to the above zones, Dave Gompert seconded the motion. "Yeas": Redfern, Gompert, Wayman, Huber, Aguallo, "Nays": None, "Abstained": None, "Absent": Zitterkopf, Westphal, Weber, Chadwick. Motion Carried.

Item 11: The Planning Commission opened a public hearing to correct an error that occurred three years ago when the new sign ordinance was adopted and free standing signs were accidentally omitted from the PBC, C-1, C-2, C-3, M-1, M-2 zones when the ordinance was typed up. Gary Batt advised the members that free standing signs are the most common types of signs in the city and they are already with the above zones. The city just needs to add them so we are not going against our own ordinance. Chairman Aguallo asked for a motion to approve the free standing sign language to the C-1, C-2, C-3, M-1, M-2 and PBC zones. A motion was made by Huber and seconded by Wayman to add the language for free standing signs. "Yeas": Redfern, Gompert, Wayman, Huber, Aguallo, "Nays": None, "Abstained": None, "Absent": Zitterkopf, Chadwick, Weber, Westphal. Motion Carried.

Item 12: Motion to adjourn by Aguallo and seconded by Wayman. "Yeas": Redfern, Gompert, Huber, Wayman, Aguallo, "Nays": None, "Abstained": None, "Absent": Zitterkopf, Westphal, Chadwick, Weber. Motion Carried.

Angie Aguallo, Chairperson

Attest: _____
Gary Batt

Agenda Statement

Item No.

For Meeting of: November 19, 2018

AGENDA TITLE: Adding guidelines and requirements for Micro Distilleries and Distilleries to the City Ordinance

SUBMITTED BY DEPARTMENT/ORGANIZATION: Development Services Department

PRESENTATION BY: Nathan Johnson

SUMMARY EXPLANATION: The Scottsbluff Planning Commission met in regular meeting on November 12, 2018. The Planning Commission was asked to approve adding micro-distilleries and distilleries to C-1, C-2, C-3, M1 & M-2 zoning districts. Legal provided information that was taken directly from State Statute of Nebraska for micro-distilleries and distilleries.

Micro-distilleries will be allowed in C-1 and C-2 zoning districts by Special Permit only. No distilleries in C-1 or C-2 zones.

Micro-distilleries and distilleries shall be allowed as Principle Permitted uses in C-3, M-1 and M-2 zoning districts.

BOARD/COMMISSION RECOMMENDATION: Planning Commission approved the addition of Micro-distilleries and distilleries in C-1, C-2, C-3, M-1 & M-2 zoning districts.

STAFF RECOMMENDATION: Staff recommends that City Council approve adding micro-distilleries and distilleries to C-1, C-2, C-3, M-1 & M-2 zoning districts.

EXHIBITS

Resolution ☐

Ordinance ☐

Contract ☐

Minutes ☐

Plan/Map ☐

Other (specify) _____

NOTIFICATION LIST: Yes ☐ No ☐ Further Instructions ☐

Please list names and addresses required for notification.

Rev: 11/15/12 City Clerk

Section 1. Chapter 25, Article 2 of the Scottsbluff Municipal Code is amended by repealing the existing language and adding the following language:

"25-2-13.2. Brewery, Micro.

Micro Brewery shall mean a facility for the production and packaging of malt beverages of low alcoholic content for distribution retail or wholesale, on or off premises, with a capacity of not more than 10,000 barrels per year. The development may include other uses such as a standard restaurant, bar, or live entertainment as otherwise permitted in the zoning district.

25-2-31.1. Distillery.

Distillery shall mean any industrial use that distills on site. Distilleries are classified as a use that manufactures more than 10,000 gallons annually.

25-2-31.2. Distillery, Micro.

Micro Distillery shall mean a facility which distills and packages liquor for retail or wholesale, on or off premises, produces 10,000 or fewer gallons of liquor annually and is licensed by the State of Nebraska. The facility may include other uses such as a bar, tavern, tasting room, standard restaurant or live entertainment as otherwise permitted in the zoning district."

Section 2. Chapter 25, Article 3 of the Scottsbluff Municipal Code is amended by repealing the existing language and adding the following language:

"25-3-13. C-1 Central Business District.

Intent: The intent of a C-1 Central Business District Zone is a zone for the central business district permitting all types of business enterprises except manufacturing and other industries which are incompatible with a business district comprised primarily of retail sales and service businesses.

Principle Permitted Uses.

1. Accounting, auditing, bookkeeping services
2. Ambulance service
3. Amusement centers, indoor only
4. Animal clinic, indoor only
5. Arts & crafts studio
6. Auto storage and rental
7. Bakery or bakery goods store. The maximum gross floor area of a building permitted for this use is six thousand four hundred (6,400) square feet. Incidental, non-nuisance-producing processing, packaging, or fabricating is permitted if conducted entirely within a building.
8. Bank automated teller facilities, outdoor
9. Bank automated teller facilities, indoor
10. Bank & savings & loan
11. Barber, beauty shop
12. Book & stationary store
- 12.1 Brew Pub
13. Bus depot
14. Business college, trade school
15. Automated or coin-operated car wash
16. Church
17. Cleaning, laundry agency
18. Clinic
19. Communication facilities including communication tower, such tower not to exceed one hundred fifty (150) feet in height. No guy wires, outrigging, or other supporting structures may extend beyond the foundation of the tower.
20. Community center (public)
- 20.5 Condominium with 3 or fewer apartments
21. Confectionery stores
22. Convenience stores w/o dispensing gasoline
23. Convenience stores with dispensing gasoline
24. Convenience warehouse storage facilities
25. Day care center (child care center) or preschool
26. Delicatessen
27. Drive-thru photo facility
- 27.5 Dwelling unit--two (2) unit and multiple family within the confines of a building in which a business enterprise, retail sales or service business may be conducted.

28. Educational and charitable institutions
29. Educational and scientific research service
30. Florist
31. Food store, delicatessen
32. Furniture refinishing. The entire business must be conducted within a building.
33. Furniture/appliance store
34. Gift shop
35. Grocery store
36. Hardware store
37. Hospital
38. Hotel
39. Insurance agency/services
40. Jewelry store
41. Laboratory, medical, dental, optical
42. Laundromat, self-service
43. Library
44. Lodge or club
45. Marriage and family counseling
46. Mortuary
47. Motel
48. Municipal Uses
49. Nursery for children
50. Nursery for flowers/plants
51. Offices, professional and service
52. Parking lot, garage or facility
53. Pharmacy
54. Photographic studio
55. Printing & blueprinting
56. Professional membership organizations
57. Professional schools
58. Railroad station
59. Reducing/Suntanning
60. Restaurant, bar, tavern
61. Retail stores and services
62. Rooming/boarding house. Residential use is permitted above the ground floor and within the confines of a business building.
63. School
64. Service station-full service
65. Service station-mixed use
66. Service station -self service dispensing of gas only
67. Shoe store
- 67.1 Tattoo/body piercing establishment
68. Temporary medical housing
69. Theater, indoor
70. Tire shop, recapping
71. Tourist information booth
72. Upholstery Shops provided all work is completed inside the building.
73. Utility business offices
74. Warehousing facilities. Warehouse or storage facilities are permitted as the primary use on a lot or property only if a special permit is granted. A lot or property will not be eligible for consideration of the issuance of a special permit unless (1) the proposed facility will be located on a lot immediately adjoining (or directly across an alley from) a property with an allowed C-1 Zone use, (2) the proposed facility is necessary to and will be used as an accessory to the allowed use on the adjoining lot, and (3) both lots are under the same ownership.
75. Wholesale stores and distributors. The maximum gross floor area of a building permitted for this use is six thousand four hundred (6,400) square feet. Incidental, non-nuisance-producing processing, packaging, or fabricating is permitted if conducted entirely within a building.

Special Permit Uses

1. Drive-thru (fast food) restaurant

2. Micro Brewery
3. Equipment rental and sales yard
4. Temporary building or contractor's storage and construction yard, incidental to the construction of a residential development or a real estate sales office to be used in marketing lots in a new subdivision, may be permitted if such a building or structure complies with all height and area requirements for the zone in which it is located.
5. Temporary building may be permitted if such building complies with all height and area requirements, and the use complies, except for the fact that the building is a temporary one.
6. Micro Distillery

Performance Standards

1. Area & bulk regulations.

Use	Minimum Lot Area (sq ft)	Minimum Lot Width (ft)	Minimum Coverage (%)	Maximum # Dwelling Units	Front (ft)	Rear (ft)	Setbacks Interior (ft)	Side (ft)	Side Street (ft)	Alley (ft)	Plot Area (sq ft)	Floor Minimum Height (ft)
Group	2000	2000	-	-	5	5	5	-	12.5	5	12.5	20

Minimum Lot Area: Dwelling Unit = 2000 sq ft
 FRTEA = Parking Ratio in other area

- A. No minimum rear yard setback is required except for a lot abutting the side of a lot in either an R or OP Zone, in which case the minimum rear yard setback is fifteen (15) feet. If a public alley separates such lots, no rear yard is required.
 - B. No minimum interior side yard setback is required except for a lot in a C or M Zone whose side abuts the side of a lot in either an R or OP Zone, in which latter case the minimum interior side yard setback is five (5) feet. If a public alley separates such lots, no side yard is required.
 - C. The required minimum R Zone setback applies if the frontage between two (2) streets separates an R Zone and a C Zone. If all frontage between two (2) streets is in a C Zone no front setback is required.
2. Accessory building/garage; detached
 - A. A detached accessory building must be located at least ten (10) feet from the main building.
 - B. On an existing reversed corner lot, a detached accessory building or garage may project into the side yard nearest the rear lot line if it does not extend beyond the front yard setback of the main structure, and if entrance to the garage is from the side street the garage must be set back from the side street property line a distance of not less than twenty (20) feet.
 3. Accessory building, attached.
 - A. A building which if detached from the main building would constitute an accessory building may be connected to the main building by a breezeway or similar structure, and in such event shall meet all requirements for the main building."

Section 3. Chapter 25, Article 3 of the Scottsbluff Municipal Code is amended by repealing the existing language and adding the following language:

"25-3-14. C-2 Neighborhood and Retail Commercial.

Intent: The intent of a C-2 Neighborhood and Retail Commercial Zone is to provide a zone consisting of retail stores and service establishments

Principle Permitted Uses

1. Accounting, auditing, bookkeeping services
2. Ambulance service
3. Amusement centers, indoor only
4. Animal clinic, indoor only
5. Arts & crafts studio
6. Automated or coin-operated car wash
7. Bakery or bakery goods store
8. Bank automated teller facilities, outdoor
9. Bank automated teller facilities, indoor
10. Bank & savings & loan

11. Barber, beauty shop
12. Book & stationary store
- 12.1 Brew Pub
13. Church
14. Cleaning, laundry agency
15. Clinic
16. Communication facilities including communication tower, such tower not to exceed one hundred fifty (150) feet in height. No guy wires, outrigging, or other supporting structures may extend beyond the foundation of the tower.
17. Community center (public)
18. Confectionery stores
19. Convenience stores with dispensing gasoline
20. Convenience stores w/o dispensing gasoline
21. Convenience warehouse storage facilities
22. Dance, music or voice studio
23. Day care center (child care center) or preschool
24. Delicatessen
25. Domestic violence shelter
26. Drive-through (fast food) restaurant
27. Educational and charitable institutions
28. Educational and scientific research service
29. Equipment rental and sales yard
30. Florist
31. Food store, delicatessen
32. Furniture refinishing. The entire business must be conducted within a building.
33. Furniture/appliance store
34. Gift shop
35. Gymnasium, private
36. Grocery store
37. Hardware store
38. Hospital
39. Hotels/motels
40. Insurance agency/services
41. Jewelry store
42. Laboratory, medical, dental, optical
43. Laundromat, self-service
44. Library
45. Lodge or club
46. Marriage and family counseling
47. Municipal Uses
48. Nursery for children
49. Offices, professional and service
50. Pharmacy
51. Photographic studio
52. Printing & blueprinting
53. Professional membership organizations
54. Professional schools
55. Reducing/Suntanning
56. Restaurant, bar, tavern
57. Retail stores and services
58. Rooming/boarding house. Residential use is permitted above the ground floor and within the ground floor if to the back or side of a business building.
59. School
60. Service station-full service
61. Service station-mixed use
62. Shoe store
- 62.1 Tattoo/body piercing establishment
63. Temporary medical housing
64. Theater, indoor
65. Tourist information booth
66. Upholstery Shop provided all work is completed within the building.

67. Utility business offices
68. Warehousing, wholesaling

Special Permit Uses.

1. Auto sales and service
2. Billboards
3. Micro Brewery
4. Emergency shelter
5. Hardware stores selling lumber
6. Multi-family dwellings. Residential use is permitted above the ground floor and within the ground floor to the back or side of a business building.
7. Single family dwelling. Residential use is permitted above the ground floor and within the ground floor to the back or side of a business building.
8. Temporary building or contractor's storage and construction yard, incidental to the construction of a residential development or a real estate sales office to be used in marketing lots in a new subdivision, may be permitted if such a building or structure complies with all height and area requirements for the zone in which it is located.
9. Temporary building may be permitted if such building complies with all height and area requirements, and the use complies, except for the fact that the building is a temporary one.
10. Two family dwelling. Residential use is permitted above the ground floor and within the ground floor to the back or side of a business building.
11. Any hotels or apartments higher than the maximum 45' will require a special permit approved by the Planning Commission.
12. Micro Distillery

Performance Standards.

1. Area & bulk regulations

Use	Minimum Lot Size (sq ft)	Minimum Lot Width (ft)	Maximum Coverage (%)	Maximum # Dwelling Units	Front (ft)	Rear (ft)	Setbacks (ft)	Side (ft)	Front (ft)	Area (sq ft)	Front Height (ft)	Maximum
Garage	None	10	0	1 or 2	5	10	10	10	10	FKTFA	35	
Minimum Lot Area / Dwelling Unit = 2,800 sq ft												
Hotels and Apartments Except with Special Permit Use												45'
FKTFA = Parking Ratio to Floor Area												

- A. No minimum rear yard setback is required except for a lot abutting the side of a lot in either an R or OP Zone, in which case the minimum rear yard setback is fifteen (15) feet. If a public alley separates such lots, no rear yard is required.
- B. No minimum interior side yard setback is required except for a lot whose side abuts the side of a lot in either an R or OP Zone, in which latter case the minimum interior side yard setback is five (5) feet. If a public alley separates such lots, no side yard is required.
- C. The required minimum R Zone setback applies if the frontage between two (2) streets separates an R Zone and either a C Zone. If all frontage between two (2) streets is in a C Zone no front setback is required.
2. Accessory building/garage; detached
 - A. A detached accessory building must be located at least ten (10) feet from the main building.
 - B. On an existing reversed corner lot, a detached accessory building or garage may project into the side yard nearest the rear lot line if it does not extend beyond the front yard setback of the main structure, and if entrance to the garage is from the side street the garage must be set back from the side street property line a distance of not less than twenty (20) feet.
3. Accessory building, attached
 - A. A building which if detached from the main building would constitute an accessory building may be connected to the main building by a breezeway or similar structure, and in such event shall meet all requirements for the main building."

Section 4. Chapter 25, Article 3 of the Scottsbluff Municipal Code is amended by repealing the existing language and adding the following language.

"25-3-15. C-3 Heavy Commercial.

Intent: The intent of a C-3 Heavy Commercial Zone is a zone designed primarily for warehousing,

distribution centers, and minimum light manufacturing and processing.

Principle Permitted Uses

1. Accounting, auditing, bookkeeping services
2. Ambulance service
3. Amusement centers, indoor only
4. Animal clinic, indoor only
5. Animal clinic, indoor/outdoor
6. Arts & crafts studio
7. Auction house
8. Auto sales & service
9. Auto storage and rentals. All processing, packaging or fabricating to be conducted wholly inside a building. Nuisance-producing processing, packaging or fabricating not permitted.
10. Automated or coin-operated car wash
11. Bakery or bakery goods store
12. Bank automated teller facilities, outdoor
13. Bank automated teller facilities, indoor
14. Bank & savings & loan
15. Barber, beauty shop
16. Beverage bottling plant
17. Billboard. Billboards may not be placed everywhere in this zone. See special provisions dealing with billboards in Chapter 25, Article 6
18. Boat building (small)
19. Book & stationary store
- 19.1 Brewery
- 19.2 Brew Pub
20. Bus depot
21. Business college, trade school
22. Cabinet shop. The entire business must be conducted within a building.
23. Campground
24. Church
25. Cleaning plant, commercial. The maximum gross floor area of a building permitted for this use is six thousand four hundred (6,400) square feet. Incidental, non-nuisance-producing processing, packaging, or fabricating is permitted if conducted entirely within a building.
26. Cleaning, laundry agency
27. Clinic
28. Communication facilities including communication tower, such tower not to exceed one hundred fifty (150) feet in height. No guy wires, outrigging, or other supporting structures may extend beyond the foundation of the tower.
29. Community center (public)
30. Confectionery stores
31. Construction storage yard. Yard must be enclosed in Class Three (3) fence.
32. Convenience warehouse storage facility
33. Convenience stores w/o dispensing gasoline
34. Convenience stores with dispensing gasoline
35. Dairy product processing
36. Dance, music or voice studio
37. Day care center (child care center) or preschool
38. Delicatessen
- 38.1 Distillery
39. Drive-through photo facility
40. Drive-through (fast food) restaurant
41. Educational and scientific research service
42. Equipment rental and sales yard
43. Florist
44. Food store, delicatessen
45. Furniture refinishing. The entire business must be conducted within a building.
46. Furniture/appliance store
47. Gift shop
48. Gymnasium, private
49. Grocery store

50. Hardware store
51. Hospital
52. Insurance agency/services
53. Jewelry store
54. Laboratory, medical, dental, optical
55. Laundry, commercial plant. The maximum gross floor area of a building permitted for this use is six thousand four hundred (6,400) square feet. Incidental, non-nuisance-producing processing, packaging, or fabricating is permitted if conducted entirely within a building.
56. Laundromat, self-service
57. Library
58. Lodge or club
59. Lumber yard
60. Machine shop
61. Marriage and family counseling
62. Metal finishing. Retail and wholesale metal finishing permitted, providing (1) the metal finishing equipment shall be used, and all parts to be or which have been processed, together with all materials and supplies, shall be stored, wholly within a building, and (2) in addition, if metal plating is done, not more than three (3) persons may function in the metal plating line, the metal plating line shall not use a floor area in excess of one thousand five hundred (1,500) square feet, and only a self-contained processing system shall be used. A metal plating line constitutes a metal plating process commencing with racking of a part to be plated and ending with unranking of such part.
- 62.1 Micro Brewery
- 62.2 Micro Distillery
63. Monument works, stone
64. Mortuary
65. Motel
66. Municipal Uses
67. Nursery for children
68. Nursery for flowers/plants
69. Offices, professional and service
70. Parking lot, garage or facility
71. Pharmacy
72. Photographic studio
73. Printing & blueprinting
74. Professional membership organizations
75. Professional schools
76. Public garage
77. Railroad station
78. Recreational vehicle sales lot
79. Recreational vehicle storage lot, outside
80. Reducing/Suntanning
81. Restaurant, bar, tavern
82. Retail stores and services
83. Sandblasting. All commercial sandblasting of moveable objects to be conducted wholly inside a building.
84. Service station-full service
85. Service station-mixed use
86. Service station -self service dispensing of gas only
87. Shoe store
88. Shop for building contractor. The entire business must be conducted within a building
89. Sign shop
90. Tack shop
91. Tattoo parlor meeting the following conditions:
 - a. Prior to operating a tattoo parlor, the operator/practitioner must first apply for and receive a permit and certificate of occupancy from the Development Services Director. The permit is subject to revocation if the permittee at any time fails to comply with the conditions set forth herein.
 - b. The operator/practitioner must comply with any and all federal, state and local regulations pertaining to the activity of tattoo artistry on the human skin.
 - c. The operator/practitioner must submit to regular and/or unannounced inspections by

- the Department of Planning, Building and Development, the Scotts Bluff County Department of Health, and any other authority empowered to regulate such activities.
- d. All instruments and equipment must be cleaned and sterilized before use. Sterilization of equipment shall be accomplished by exposure to live steam for at least thirty (30) minutes at a minimum pressure of fifteen (15) pounds per square inch, temperature of two hundred forty (240) degrees Fahrenheit or one hundred sixteen (116) degrees Celsius.
- e. The operator/practitioner must positively identify each client and keep record of the client's name, age, mailing address and phone number and not dispose of such information for a period of at least ten (10) years. Any transfer in ownership or operation of the business will result in revocation of the permit. All records shall be relinquished to the Development Services Director at that time.
- f. The operator/practitioner may not perform work on anyone eighteen (18) years of age or younger without written permission from the minor's parent/parents or legal guardian.
- g. The operator/practitioner shall comply with the OSHA (Occupation Safety and Health Act) blood borne pathogen rules as it relates to the disposition of hazardous waste materials.
- h. To prevent the cause and/or spread of infection or disease, any and all tattoo needles used for each client shall be disposed of properly and not reused.

- 92. Temporary medical housing
- 93. Terminal yard, trucking
- 94. Theater, indoor
- 95. Theater, drive-in
- 96. Tire shop, recapping. The entire business must be conducted within a building.
- 97. Tourist information booth
- 98. Tractor/trailer parking lot
- 99. Trailer parks
- 100. Travel Trailers
- 101. Travel trailer, mobile home, manufactured housing sales lot
- 102. Truck and tractor repair
- 103. Upholstery Shop provided all work is completed inside the building.
- 104. Used car lot
- 105. Utility business offices
- 106. Warehousing/wholesaling facilities

Special Permit Uses.

- 1. Emergency shelter
- 2. Implement dealers
- 3. Mobile home sales
- 4. Petroleum storage
- 5. Processing, packaging or fabricating
- 6. Public scale
- 7. Recycling center
- 8. Residential use is permitted only within the confines of a building in which a permitted use is conducted. Preliminary and final site plans must be submitted to the Planning Commission for review and approval.
- 9. Rooming/boarding houses
- 10. Temporary building or contractor's storage and construction yard, incidental to the construction of a residential development or a real estate sales office to be used in marketing lots in a new subdivision, may be permitted if such a building or structure complies with all height and area requirements for the zone
- 11. Temporary building may be permitted if such building complies with all height and area requirements, and the use complies, except for the fact that the building is a temporary one.
- 12. Temporary storage of grain, for not to exceed sixty (60) consecutive days (and a permit for which may be renewed for not to exceed sixty (60) consecutive days), outside a building or structure subject the following additional conditions, to be set forth in the permit:
 - a. the grain shall be placed on a concrete floor or some other type of water-proof material that, as determined by the Development Services Director, is equal to a concrete floor,
 - b. no part of the grain shall be placed, or caused or permitted to be closer to any

property line than any building setback line that has been platted or is required in the zone to which the tract of land is subject.

- c. the permit shall be subject to revocation by the Commission. if the Commission, subsequent to granting the permit, shall determine that the grain, or conditions incidental thereto, or the manner in which the grain is being handled constitutes a public nuisance; and, upon such a determination, the holder of the permit shall promptly comply with any order of the Commission concerning removal or other disposition of the grain.
- d. Provided, no permit for such a use shall be issued and delivered until the permittee shall have executed and delivered to the Development Services Director a written agreement which, as determined by the Director, indemnifies and holds harmless the City, its officers and employees and members of the Planning Commission, against any and all claims of liability for injuries or damages to persons or property caused, in whole or in part, by the presence of the grain: by conditions occurring, in whole or in part, because of presence of the grain or the manner in which the grain is delivered, piled, moved, removed, or otherwise handled; and by any acts of commission or omission on the part of any persons, whether or not the permittee or third persons for whose acts or omissions liability otherwise might or might not be imputable to the permittee. The terms "warehousing" and "wholesaling" shall not be construed to apply to the storage of grain outside a building or structure.

13. Two family dwelling

Performance Standards.

1. Area & bulk regulations.

Use	Minimum Lot Side (sq ft.)	Minimum Lot Width (ft.)	Maximum Coverage (%)	Maximum % Detached Units	Front (ft.)	Side (ft.)	Setbacks Interior Side Side Street (ft.)	Area (sq ft.)	Front Height (ft.)	Maximum
Garage	600	-	-	-	5	5	5 10 5 12.5	0.175A	5	-

Minimum Lot Area / Detached Units = 100 Requirement

PRRFA = Parking Ratio to Floor Area

- A. No minimum rear yard setback is required except for a lot abutting the side of a lot in either an R or OP Zone, in which case the minimum rear yard setback is fifteen (15) feet. If a public alley separates such lots, no rear yard is required.
 - B. No minimum interior side yard setback is required except for a lot whose side abuts the side of a lot in either an R or OP Zone, in which latter case the minimum interior side yard setback is five (5) feet. If a public alley separates such lots, no side yard is required.
 - C. The required minimum R Zone setback applies if the frontage between two (2) streets separates an R Zone and a C Zone. If all frontage between two (2) streets is in a C Zone, no front setback is required.
2. Accessory building/garage; detached
- A. A detached accessory building must be located at least ten (10) feet from the main building.
 - B. On an existing reversed corner lot, a detached accessory building or garage may project into the side yard nearest the rear lot line if it does not extend beyond the front yard setback of the main structure, and if entrance to the garage is from the side street the garage must be set back from the side street property line a distance of not less than twenty (20) feet.
3. Accessory building, attached.
- A. A building which if detached from the main building would constitute an accessory building may be connected to the main building by a breezeway or similar structure, and in such event shall meet all requirements for the main building."

Section 5. Chapter 25, Article 3 of the Scottsbluff Municipal Code is amended by repealing the existing language and adding the following language.

"25-3-16. M-1 Light Manufacturing and Industrial.

Intent. The intent of an M-1 Light Manufacturing and Industrial Zone is a zone permitting most fabricating activities except heavy manufacturing and processing of raw materials.

Principle Permitted Uses.

1. Accounting, auditing, bookkeeping services
2. Ambulance service
3. Amusement centers, indoor only
4. Animal clinic, indoor only
5. Animal clinic, indoor/outdoor
6. Arts & crafts studio
7. Auction house
8. Auto sales & service
9. Auto storage and rental
10. Automated or coin-operated car wash
11. Bakery or bakery goods store
12. Bank automated teller facilities, outdoor
13. Bank automated teller facilities, indoor
14. Bank & savings & loan
15. Barber, beauty shop
16. Beverage bottling plant
17. Billboard. Billboards may not be placed everywhere in this zone. See special provisions dealing with billboards in Chapter 25, Article 6
18. Boat building (small)
19. Book & stationary store
- 19.1 Brewery
- 19.2 Brew Pub
20. Bus depot
21. Business college, trade school
22. Cabinet shop
23. Church
24. Cleaning plant, commercial
25. Cleaning, laundry agency
26. Clinic
27. Communication facilities including communication tower, such tower not to exceed one hundred fifty (150) feet in height. No guy wires, outrigging, or other supporting structures may extend beyond the foundation of the tower.
28. Community center (public)
29. Concrete batch plant
30. Construction storage yard
31. Confectionery stores
32. Convenience stores w/o dispensing gasoline
33. Convenience stores with dispensing gasoline
34. Convenience warehouse storage facilities.
35. Dairy product processing
36. Dance, music or voice studio
37. Day care center (child care center) or preschool
38. Delicatessen
- 38.1 Distillery
39. Drive-through photo facility
40. Drive-through (fast food) restaurant
41. Educational and scientific research service
42. Equipment rental and sales yard
43. Feed mill
44. Florist
45. Food processing plant, other than meat
46. Food store, delicatessen
47. Fuel yard
48. Furniture refinishing
49. Furniture/appliance store
50. Gift shop
51. Gymnasium, private
52. Grocery store
53. Hardware store
54. Hospital

- 55. Hotel
- 56. Ice manufacture cold storage plant
- 57. Insurance agency/services
- 58. Jewelry store
- 59. Laboratory, medical, dental, optical
- 60. Laundry, commercial plant
- 61. Laundromat, self-service
- 62. Library
- 63. Lodge or club
- 64. Lumber yard
- 65. Machine shop
- 66. Marriage and family counseling
- 67. Metal finishing
- 67.1 Micro Brewery
- 67.2 Micro Distillery
- 68. Monument works, stone
- 69. Mortuary
- 70. Motel
- 71. Municipal Uses
- 72. Nursery for children
- 73. Nursery for flowers/plants
- 74. Offices, professional and service
- 75. Parking lot, garage or facility
- 76. Pharmacy
- 77. Photographic studio
- 78. Planning mill
- 79. Printing & blueprinting
- 80. Processing, packaging or fabricating. All processing, packaging or fabricating to be conducted wholly inside a building. Nuisance-producing processing, packaging or fabricating not permitted.
- 81. Professional membership organizations
- 82. Professional schools
- 83. Public garage
- 84. Public scale
- 85. Railroad station
- 86. Recreational vehicle sales lot
- 87. Recreational vehicle storage lot, outside
- 88. Recycling center
- 89. Reducing/Suntanning
- 90. Restaurant, bar, tavern
- 91. Retail stores and services
- 92. Sandblasting
- 93. Service station-full service
- 94. Service station-mixed use
- 95. Service station -self service dispensing of gas only
- 96. Shoe store
- 97. Shop for building contractor
- 98. Sign shop
- 99. Single family dwellings for living quarters for watchman of commercial or industrial use property, or for hotels and motels, are the only permitted residential uses in this zone.
- 99.1 Tattoo/body piercing establishment
- 100. Temporary medical housing
- 101. Terminal yard, trucking
- 102. Theater, indoor
- 103. Theater, drive-in
- 104. Tire shop, recapping
- 105. Tourist information booth
- 106. Tractor/trailer parking lot
- 107. Travel trailer, mobile home, manufactured housing sales lot
- 108. Truck and tractor repair
- 109. Used car lot

- 110. Utility business offices
- 111. Warehousing/wholesaling facilities
- 112. Wholesale stores and distributors

Special Permit Uses

- 1. Fertilizer mixing and storage plant
- 2. Junk yard
- 3. Petroleum storage
- 4. Scrap metal processing facility
- 5. Solid waste transfer station
- 6. Temporary building or contractor's storage and construction yard, incidental to the construction of a residential development or a real estate sales office to be used in marketing lots in a new subdivision, may be permitted if such a building or structure complies with all height and area requirements.
- 7. Temporary building may be permitted if such building complies with all height and area requirements, and the use complies, except for the fact that the building is a temporary one, with all use requirements for the Zone.
- 8. Temporary storage of grain, for not to exceed sixty (60) consecutive days (and a permit for which may be renewed for not to exceed sixty (60) consecutive days), outside a building or structure subject the following additional conditions, to be set forth in the permit:
 - a. the grain shall be placed on a concrete floor or some other type of water-proof material that, as determined by the Development Services Director, is equal to a concrete floor,
 - b. no part of the grain shall be placed, or caused or permitted to be closer to any property line than any building setback line that has been platted or is required in the zone to which the tract of land is subject,
 - c. the permit shall be subject to revocation by the Commission. if the Commission, subsequent to granting the permit, shall determine that the grain, or conditions incidental thereto, or the manner in which the grain is being handled constitutes a public nuisance; and, upon such a determination, the holder of the permit shall promptly comply with any order of the Commission concerning removal or other disposition of the grain.
 - d. Provided, no permit for such a use shall be issued and delivered until the permittee shall have executed and delivered to the Development Services Director a written agreement which, as determined by the Director, indemnifies and holds harmless the City, its officers and employees and members of the Planning Commission, against any and all claims of liability for injuries or damages to persons or property caused, in whole or in part, by the presence of the grain: by conditions occurring, in whole or in part, because of presence of the grain or the manner in which the grain is delivered, piled, moved, removed, or otherwise handled; and by any acts of commission or omission on the part of any persons, whether or not the permittee or third persons for whose acts or omissions liability otherwise might or might not be imputable to the permittee. The terms "warehousing" and "wholesaling" shall not be construed to apply to the storage of grain outside a building or structure.

Performance Standards

1. Area & bulk regulations.

Use	Minimum Lot Size (sq ft.)	Minimum Lot Width (ft.)	Maximum Corner Lot (ft.)	Maximum # Dwelling Units	Front (ft.)	Rear (ft.)	Setback, Minimum Side Street (ft.)	Side Street (ft.)	Area (sq ft.)	Floor Height (ft.)	Maximum
Office	10,000	30	100	1	30	10	10	10	10,000	10	10

Source: City of Scottsbluff, 2010. City of Scottsbluff, 2010.

- A. No minimum rear yard setback is required except for a lot abutting the side of a lot in either an R or OP Zone, in which case the minimum rear yard setback is fifteen (15) feet. If a public alley separates such lots, no rear yard is required.
- B. No minimum interior side yard setback is required except for a lot whose side abuts the side of a lot in either an R or OP Zone, in which latter case the minimum interior side yard setback is five (5) feet. If a public alley separates such lots, no side yard is required.

- C. The required minimum R Zone setback applies if the frontage between two (2) streets separates an R Zone and either a C Zone, M Zone or OP Zone. If all frontage between two (2) streets is in either a C or M Zone, no front setback is required.
- 2. Accessory building/garage; detached
 - A. A detached accessory building must be located at least ten (10) feet from the main building.
 - B. On an existing reversed corner lot, a detached accessory building or garage may project into the side yard nearest the rear lot line if it does not extend beyond the front yard setback of the main structure, and if entrance to the garage is from the side street the garage must be set back from the side street property line a distance of not less than twenty (20) feet.
- 3. Accessory building, attached.
 - A. A building which if detached from the main building would constitute an accessory building may be connected to the main building by a breezeway or similar structure, and in such event shall meet all requirements for the main building."

Section 6. Chapter 25, Article 3 of the Scottsbluff Municipal Code is amended by repealing the existing language and adding the following language:

"25-3-18. M-2 Heavy Manufacturing and Industrial.

Intent: The intent of an M-2 Heavy Manufacturing and Industrial Zone is a zone permitting the manufacture and processing of goods from raw materials.

Principle Permitted Uses.

- 1. Accounting, auditing, bookkeeping services
- 2. Ambulance service
- 3. Amusement centers, indoor only
- 4. Animal clinic, indoor only
- 5. Animal clinic, indoor/outdoor
- 6. Arts & crafts studio
- 7. Auction house
- 8. Auto sales & service
- 9. Auto storage and rental
- 10. Automated or coin-operated car wash
- 11. Bakery or bakery goods store
- 12. Bank automated teller facilities, outdoor
- 13. Bank automated teller facilities, indoor
- 14. Bank & savings & loan
- 15. Barber, beauty shop
- 16. Beverage bottling plant
- 17. Billboard. Billboards may not be placed everywhere in this zone. See special provisions dealing with billboards in Chapter 25, Article 6
- 18. Boat building (small)
- 19. Book & stationary store
- 19.1 Brewery
- 19.2 Brew Pub
- 20. Bus depot
- 21. Business college, trade school
- 22. Cabinet shop
- 23. Church
- 24. Cleaning plant, commercial
- 25. Cleaning, laundry agency
- 26. Clinic
- 27. Communication facilities including communication tower, such tower not to exceed one hundred fifty (150) feet in height. No guy wires, outrigging, or other supporting structures may extend beyond the foundation of the tower.
- 28. Community center (public)
- 29. Concrete batch plant
- 30. Confectionery stores
- 31. Construction storage yard
- 32. Convenience stores w/o dispensing gasoline
- 33. Convenience stores with dispensing gasoline

34. Convenience warehouse storage facilities.
35. Dairy product processing
36. Dance, music or voice studio
37. Day care center (child care center) or preschool
38. Delicatessen
- 38.1 Distillery
39. Drive-through photo facility
40. Drive-through (fast food) restaurant
41. Educational and scientific research service
42. Equipment rental and sales yard
43. Feed mill
44. Florist
45. Food processing plant, other than meat
46. Food store, delicatessen
47. Fuel yard
48. Furniture refinishing
49. Furniture/appliance store
50. Gift shop
51. Gymnasium, private
52. Grocery store
53. Hardware store
54. Hospital
55. Hotel
56. Ice manufacture cold storage plant
57. Insurance agency/services
58. Jewelry store
59. Laboratory, medical, dental, optical
60. Laundry, commercial plant
61. Laundromat, self-service
62. Library
63. Lumber yard
64. Machine shop
65. Marriage and family counseling
66. Meat packing
67. Metal finishing
- 67.1 Micro Brewery
- 67.2 Micro Distillery
68. Monument works, stone
69. Mortuary
70. Motel
71. Municipal Uses
72. Nursery for children
73. Nursery for flowers/plants
74. Offices, professional and service
75. Parking lot, garage or facility
76. Petroleum storage
77. Pharmacy
78. Photographic studio
79. Planning mill
80. Printing & blueprinting
81. Processing, packaging or fabricating
82. Professional membership organizations
83. Professional schools
84. Public garage.
85. Public scale
86. Railroad station
87. Railroad yard or shops
88. Recreational vehicle sales lot
89. Recreational vehicle storage lot, outside
90. Recycling center
91. Reducing/Suntanning

92. Restaurant, bar, tavern
93. Retail stores and services
94. Sandblasting
95. School
96. Service station-full service
97. Service station-mixed use
98. Service station -self service dispensing of gas only
99. Shoe store
100. Shop for building contractor
101. Sign shop
102. Single family dwellings for living quarters for watchman of commercial or industrial use property, or for hotels and motels, are the only permitted residential uses in this zone.
- 102.01 Tattoo/body piercing establishment
103. Temporary medical housing
104. Terminal yard, trucking
105. Theater, indoor
106. Theater, drive-in
107. Tire shop, recapping
108. Tourist information booth
109. Tractor/trailer parking lot
110. Travel trailer, mobile home, manufactured housing sales lot
111. Truck and tractor repair
112. Used car lot
113. Utility business offices
114. Warehousing/wholesaling facilities
115. Wholesale stores and distributors

Special Permit Uses.

1. Asphalt Batch Plant
2. Fertilizer mixing and storage plant
3. Junk yard
4. Kennel, dog
5. Livestock auction or holding pens
6. Rendering plants
7. Scrap metal processing facility
8. Second dwelling for relatives, employees
9. Solid waste transfer station
10. Tanning, curing, storage of skins or hides
11. Temporary building or contractor's storage and construction yard, incidental to the construction of a residential development or a real estate sales office to be used in marketing lots in a new subdivision, may be permitted if such a building or structure complies with all height and area requirements for the zone.
12. Temporary building may be permitted if such building complies with all height and area requirements, and the use complies, except for the fact that the building is a temporary one, with all use requirements for the Zone.
13. Temporary storage of grain, for not to exceed sixty (60) consecutive days (and a permit for which may be renewed for not to exceed sixty (60) consecutive days), outside a building or structure subject the following additional conditions, to be set forth in the permit:
 - a. the grain shall be placed on a concrete floor or some other type of water-proof material that, as determined by the Development Services Director, is equal to a concrete floor,
 - b. no part of the grain shall be placed, or caused or permitted to be closer to any property line than any building setback line that has been platted or is required in the zone to which the tract of land is subject,
 - c. the permit shall be subject to revocation by the Commission if the Commission, subsequent to granting the permit, shall determine that the grain, or conditions incidental thereto, or the manner in which the grain is being handled constitutes a public nuisance; and, upon such a determination, the holder of the permit shall promptly comply with any order of the Commission concerning removal or other disposition of the grain
 - d. Provided, no permit for such a use shall be issued and delivered until the permittee

shall have executed and delivered to the Development Services Director a written agreement which, as determined by the Director, indemnifies and holds harmless the City, its officers and employees and members of the Planning Commission, against any and all claims of liability for injuries or damages to persons or property caused, in whole or in part, by the presence of the grain by conditions occurring, in whole or in part, because of presence of the grain or the manner in which the grain is delivered, piled, moved, removed, or otherwise handled; and by any acts of commission or omission on the part of any persons, whether or not the permittee or third persons for whose acts or omissions liability otherwise might or might not be imputable to the permittee. The terms "warehousing" and "wholesaling" shall not be construed to the apply to the storage of grain outside a building or structure.

Performance Standards.

1. Area & bulk regulations.

Use	Minimum Lot Size (sq ft.)	Minimum Lot Width (ft.)	Minimum Coverage (%)	Maximum Structure & Dwelling Units	Front (ft.)	Rear (ft.)	Setbacks: Front & Side (ft.)	Side (ft.)	Corner (ft.)	Area (sq ft.)	Height (ft.)	Maximum
Single-Family	6,000	30	25	1	20	5	10	10	10	10,000	7	75

Minimum Lot Area: 1 Dwelling Unit = 6,000 sq ft. (not allowed)

- A. No minimum rear yard setback is required except for a lot abutting the side of a lot in either an R or OP Zone, in which case the minimum rear yard setback is fifteen (15) feet. If a public alley separates such lots, no rear yard is required.
 - B. No minimum interior side yard setback is required except for a lot whose side abuts the side of a lot in either an R or OP Zone, in which latter case the minimum interior side yard setback is five (5) feet. If a public alley separates such lots, no side yard is required.
2. Accessory building/garage; detached
 - A. A detached accessory building must be located at least ten (10) feet from the main building.
 - B. On an existing reversed corner lot, a detached accessory building or garage may project into the side yard nearest the rear lot line if it does not extend beyond the front yard setback of the main structure, and if entrance to the garage is from the side street the garage must be set back from the side street property line a distance of not less than twenty (20) feet.
 3. Accessory building, attached.
 - A. A building which if detached from the main building would constitute an accessory building may be connected to the main building by a breezeway or similar structure, and in such event shall meet all requirements for the main building."

City of Scottsbluff, Nebraska

Monday, December 3, 2018

Regular Meeting

Item Pub. Hear.2

Council to conduct a public hearing set for this date at 6:15 p.m. to consider an Ordinance-proposed text changes to include regulations regarding signs and revise the sign tables to allow for free standing signs in zoning districts PBC, C-1, C-2, C-3, M-1, & M-2.

Staff Contact: City Council

Agenda Statement

Item No.

For Meeting of: November 19, 2018

AGENDA TITLE: City Ordinance 25-6-1.6, Sign Tables, Free Standing Signs in PBC, C-1, C-2, C-3, M-1, M-2 zoning districts.

SUBMITTED BY DEPARTMENT/ORGANIZATION: Development Services Department

PRESENTATION BY: Nathan Johnson

SUMMARY EXPLANATION: The Scottsbluff Planning Commission met in regular meeting on November 12, 2018. The Planning Commission was asked to approve adding free standing signs to PBC, C-1, C-2, C-3, M-1, M-2 of the sign ordinance. When the sign ordinance was revised three years ago, and the sign information was typed up, free standing signs were accidentally omitted from the above zoning districts.. It has been planned to bring this to the Planning Commission in the past and has now been brought before them to add free standing signs. Free standing signs are the predominant signs in all commercial, manufacturing, and planned business centers.

Attached is a diagram of a free standing sign from the Scottsbluff sign ordinance.

BOARD/COMMISSION RECOMMENDATION: Planning Commission approved the addition of free standing sign to the sign ordinance, zoning districts PBC, C-1, C-2, C-3, M-1, M-2.

STAFF RECOMMENDATION: Staff recommends that City Council approve adding to the Scottsbluff Sign Ordinance, 25-6-1.6, Sign tables, free standing sign in PBC, C-1, C-2, C-3, M-1, M-2 zones.

EXHIBITS

Resolution ☐

Ordinance ☐

Contract ☐

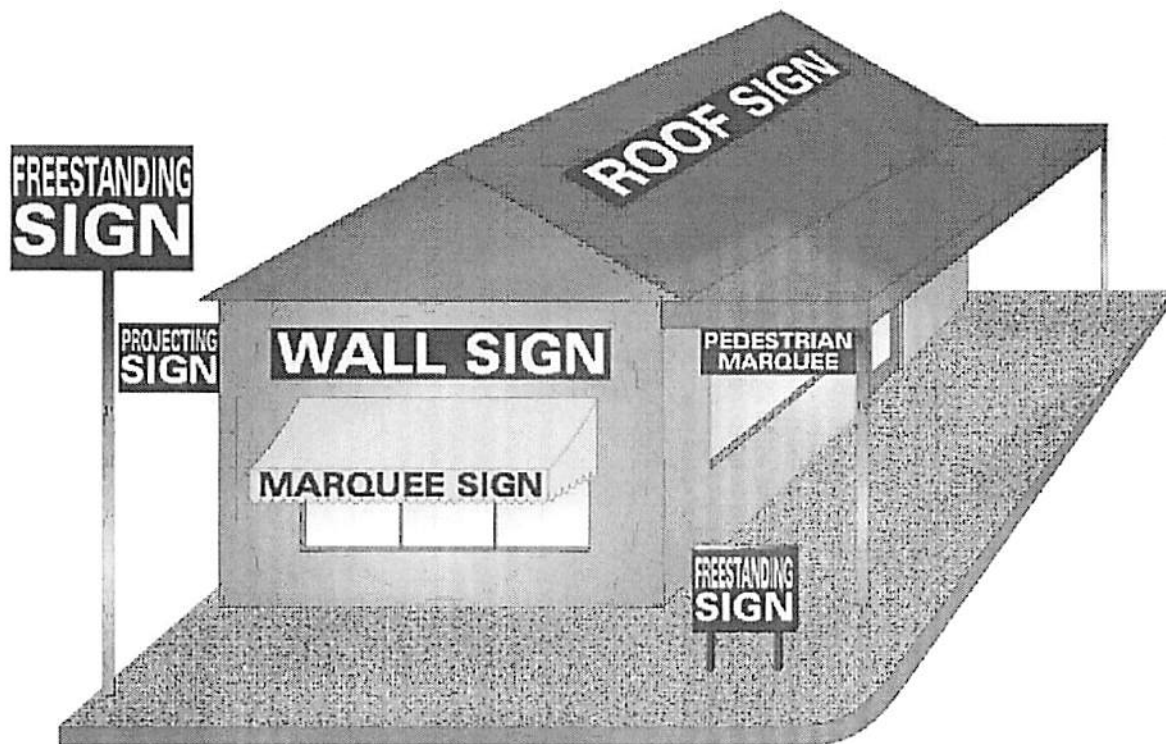
Minutes ☐

Plan/Map ☐

Other (specify) _____

Rev: 11/15/12 City Clerk

25-6-1.2 General Sign Types.
Figure 1



25-6-1.3 Calculating the Sign Area of a Sign.

The sign area of a double-faced sign or two-sided or three-sided V-type sign not exceeding an angle of sixty degrees shall be calculated on one face of the sign only. The sign area of a four-sided sign is to be calculated as two signs, and the sign area of a triangular, three-sided sign shall be calculated on its largest face.

(a) Freestanding Sign. The sign area of a freestanding sign shall be calculated by the area defined by the constructed or fabricated cabinet, panel or frame. If the sign consists of more than one section or module, all areas will be totaled. If the sign does not have a defined cabinet, panel or frame, or the cabinet, panel or frame is of an irregular shape, the sign area shall be calculated the same as a wall sign.

(b) Wall Sign. The sign area of a wall sign shall be calculated by using up to a simple eight-sided geometric figure around the advertising message and shall include any framing or border.

(c) Marquee Sign. The sign area of a marquee sign shall be counted toward the total allowable wall sign area of the parallel wall face to which the marquee is attached; the sign area of a marquee sign attached perpendicular to the wall shall be counted toward the allowed sign area of a projecting sign.

City of Scottsbluff, Nebraska

Monday, December 3, 2018

Regular Meeting

Item Pub. Hear.3

Council to conduct a public hearing set for this date at 6:15 p.m. to consider a Zone Change for parcel Lot 1, Block 1, Northern Heights by Foos from an R-1A Single Family to Office and Professional (O&P).

Staff Contact: City Council

Agenda Statement

Item No.

For Meeting of: November 19, 2018

AGENDA TITLE: Rezone request for Lot 1, Block 1, Northern Heights By Foos from an R-1A zoning district to an O&P zoning district.

SUBMITTED BY DEPARTMENT/ORGANIZATION: Development Services Department

PRESENTATION BY: Nathan Johnson

SUMMARY EXPLANATION: The Scottsbluff Planning Commission met in regular meeting on November 12, 2018. The Planning Commission received a rezoning application from Baker and Associates on behalf of Western States Bank to rezone a parcel, Lot 1, Block 1, Northern Heights By Foos from an R-1A (Single Family) to O&P (Office & Professional). The bank has future plans to build upon parcel Lot 7, Block 1 of Northern Heights By Foos which is directly south of the above lot. They plan to use Lot 1 as an extra parking lot and cannot do so as long as it is zoned as R-1A.

Lot 7, Block 1, Northern Heights By Foos is already zoned as O&P. There will be no spot zoning. Letter from Western States Bank is included as well as a map of location.

BOARD/COMMISSION RECOMMENDATION: Planning Commission approved the rezone from R-1A zone to an O&P zone.

STAFF RECOMMENDATION: Staff recommends that City Council approve the rezone from R-1A to O&P.

EXHIBITS

Resolution ☐

Ordinance ☐

Contract ☐

Minutes ☐

Plan/Map ☐

Other (specify) _____

NOTIFICATION LIST: Yes ☐ No ☐ Further Instructions ☐

Please list names and addresses required for notification.

Rev: 11/15/12 City Clerk

1425 10th Street, Gering, NE 69341	• 308.436.2300
1940 10th Street, Gering, NE 69341	• 308.436.6043
1701 1st Avenue, Scottsbluff, NE 69361	• 308.632.7500
502 Broadway, Scottsbluff, NE, 69361	• 308.633.5200

October 16, 2018

City of Scottsbluff
c/o Nathan Johnson/City Manager
2525 Circle Drive
Scottsbluff, NE 69361

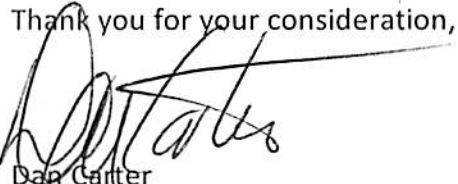
RE: Re-Zoning

Nathan: Western States Bank is planning to start the construction of our new Bank facility on the corner of Highway 26 and Ave B the spring of 2019. A Lot owned by the Western States Bank and needed for our facility is Lt 1, BLK 1, Northern Heights addition by Foos. This lot is currently zoned residential.

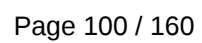
It is the request of Western States Bank that Lt1, BLK 1, Northern Heights addition by Foos be re-zoned commercial consistent with Lt 7, BLK 1, Northern Heights Addition by Foos, where the new Western States Bank facility will be located.

If you have any questions regarding this matter, please do not hesitate to give me a call.

Thank you for your consideration,



Dan Carter
SVP/Nebraska Market President
Western States Bank



City of Scottsbluff, Nebraska

Monday, December 3, 2018

Regular Meeting

Item Pub. Hear.4

Council to conduct a public hearing set for this date at 6:15 p.m. to consider a Resolution taking formal action and adopting a uniform policy pursuant to the Local Government Miscellaneous Expenditure Act.

Staff Contact: City Council

§ 13-2203. Additional expenditures; governing body; powers; procedures.

Nebraska Revised Statutes

Chapter 13. Cities, Counties, and Other Political Subdivisions

Article 22. Local Government Miscellaneous Expenditures

Current through Acts of the 2018 Legislative Session

§ 13-2203. Additional expenditures; governing body; powers; procedures

In addition to other expenditures authorized by law, each governing body may approve:

- (1)
 - (a) The expenditure of public funds for the payment or reimbursement of actual and necessary expenses incurred by elected and appointed officials, employees, or volunteers at educational workshops, conferences, training programs, official functions, hearings, or meetings, whether incurred within or outside the boundaries of the local government, if the governing body gave prior approval for participation or attendance at the event and for payment or reimbursement either by the formal adoption of a uniform policy or by a formal vote of the governing body. Authorized expenses may include:
 - (i) Registration costs, tuition costs, fees, or charges;
 - (ii) Mileage at the rate allowed by section 81-1176 or actual travel expense if travel is authorized by commercial or charter means; and
 - (iii) Meals and lodging at a rate not exceeding the applicable federal rate unless a fully itemized claim is submitted substantiating the costs actually incurred in excess of such rate and such additional expenses are expressly approved by the governing body; and
 - (b) Authorized expenditures shall not include expenditures for meals of paid members of a governing body provided while such members are attending a public meeting of the governing body unless such meeting is a joint public meeting with one or more other governing bodies;
- (2) The expenditure of public funds for:
 - (a) Nonalcoholic beverages provided to individuals attending public meetings of the governing body; and
 - (b) Nonalcoholic beverages and meals:
 - (i) Provided for any individuals while performing or immediately after

performing relief, assistance, or support activities in emergency situations, including, but not limited to, tornado, severe storm, fire, or accident;

- (ii) Provided for any volunteers during or immediately following their participation in any activity approved by the governing body, including, but not limited to, mowing parks, picking up litter, removing graffiti, or snow removal; or
 - (iii) Provided at one recognition dinner each year held for elected and appointed officials, employees, or volunteers of the local government. The maximum cost per person for such dinner shall be established by formal action of the governing body, but shall not exceed fifty dollars. An annual recognition dinner may be held separately for employees of each department or separately for volunteers, or any of them in combination, if authorized by the governing body; and
- (3) The expenditure of public funds for plaques, certificates of achievement, or items of value awarded to elected or appointed officials, employees, or volunteers, including persons serving on local government boards or commissions. Before making any such expenditure, the governing body shall, by official action after a public hearing, establish a uniform policy which sets a dollar limit on the value of any plaque, certificate of achievement, or item of value to be awarded. Such policy, following its initial adoption, shall not be amended or altered more than once in any twelve-month period.

Cite as Neb. Rev. Stat. § 13-2203

Source: Laws 1993, LB 734, § 11.

History. Amended by Laws 2018, LB 1036, §1, eff. 7/19/2018.

City of Scottsbluff, Nebraska

Monday, December 3, 2018

Regular Meeting

Item Resolut.1

Council to consider an Ordinance including definitions for Micro Distilleries and Distilleries and including such as a special permitted and permitted use in certain zoning districts within the City.

Staff Contact: Nathan Johnson, City Manager

ORDINANCE NO. _____

AN ORDINANCE FOR THE CITY OF SCOTTSBLUFF, NEBRASKA, AMENDING ARTICLE 2, CHAPTER 25 OF THE MUNICIPAL CODE TO INCLUDE DEFINITIONS FOR A MICRO DISTILLERY AND DISTILLERY, CORRECTING A TYPOGRAPHIC ERROR IN SECTION 25-2-13.2, AND AMENDING ARTICLE 3 OF CHAPTER 25 BY INCLUDING SUCH A MICRO DISTILLERY AND DISTILLERY AS A SPECIAL PERMITTED AND A PERMITTED USE IN CERTAIN ZONING DISTRICTS WITHIN THE CITY, REPEALING ALL PRIOR ORDINANCES, PROVIDING FOR AN EFFECTIVE DATE AND PROVIDING FOR PUBLICATION IN PAMPHLET FORM.

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

Section 1. Chapter 25, Article 2 of the Scottsbluff Municipal Code is amended by repealing the existing language and adding the following language:

“25-2-13.2. Brewery, Micro.

Micro Brewery shall mean a facility for the production and packaging of malt beverages of low alcoholic content for distribution retail or wholesale, on or off premises, with a capacity of not more than 10,000 barrels per year. The development may include other uses such as a standard restaurant, bar, or live entertainment as otherwise permitted in the zoning district.

25-2-31.1. Distillery.

Distillery shall mean any industrial use that distills on site. Distilleries are classified as a use that manufactures more than 10,000 gallons annually.

25-2-31.2. Distillery, Micro.

Micro Distillery shall mean a facility which distills and packages liquor for retail or wholesale, on or off premises, produces 10,000 or fewer gallons of liquor annually and is licensed by the State of Nebraska. The facility may include other uses such as a bar, tavern, tasting room, standard restaurant or live entertainment as otherwise permitted in the zoning district.”

Section 2. Chapter 25, Article 3 of the Scottsbluff Municipal Code is amended by repealing the existing language and adding the following language:

“25-3-13. C-1 Central Business District.

Intent: The intent of a C-1 Central Business District Zone is a zone for the central business district permitting all types of business enterprises except manufacturing and other industries which are incompatible with a business district comprised primarily of retail sales and service businesses.

Principle Permitted Uses.

1. Accounting, auditing, bookkeeping services
2. Ambulance service
3. Amusement centers, indoor only
4. Animal clinic, indoor only
5. Arts & crafts studio
6. Auto storage and rental
7. Bakery or bakery goods store. The maximum gross floor area of a building permitted for this use is six thousand four hundred (6,400) square feet. Incidental, non-nuisance-producing processing, packaging, or fabricating is permitted if conducted entirely within a building.
8. Bank automated teller facilities, outdoor
9. Bank automated teller facilities, indoor
10. Bank & savings & loan
11. Barber, beauty shop
12. Book & stationary store
- 12.1 Brew Pub
13. Bus depot
14. Business college, trade school
15. Automated or coin-operated car wash
16. Church
17. Cleaning, laundry agency
18. Clinic

19. Communication facilities including communication tower, such tower not to exceed one hundred fifty (150) feet in height. No guy wires, outrigging, or other supporting structures may extend beyond the foundation of the tower.
20. Community center (public)
- 20.5 Condominium with 3 or fewer apartments
21. Confectionery stores
22. Convenience stores w/o dispensing gasoline
23. Convenience stores with dispensing gasoline
24. Convenience warehouse storage facilities
25. Day care center (child care center) or preschool
26. Delicatessen
27. Drive-thru photo facility
- 27.5 Dwelling unit--two (2) unit and multiple family within the confines of a building in which a business enterprise, retail sales or service business may be conducted.
28. Educational and charitable institutions
29. Educational and scientific research service
30. Florist
31. Food store, delicatessen
32. Furniture refinishing. The entire business must be conducted within a building.
33. Furniture/appliance store
34. Gift shop
35. Grocery store
36. Hardware store
37. Hospital
38. Hotel
39. Insurance agency/services
40. Jewelry store
41. Laboratory, medical, dental, optical
42. Laundromat, self-service
43. Library
44. Lodge or club
45. Marriage and family counseling
46. Mortuary
47. Motel
48. Municipal Uses
49. Nursery for children
50. Nursery for flowers/plants
51. Offices, professional and service
52. Parking lot, garage or facility
53. Pharmacy
54. Photographic studio
55. Printing & blueprinting
56. Professional membership organizations
57. Professional schools
58. Railroad station
59. Reducing/Suntanning
60. Restaurant, bar, tavern
61. Retail stores and services
62. Rooming/boarding house. Residential use is permitted above the ground floor and within the confines of a business building.
63. School
64. Service station-full service
65. Service station-mixed use
66. Service station -self service dispensing of gas only
67. Shoe store
- 67.1 Tattoo/body piercing establishment
68. Temporary medical housing
69. Theater, indoor
70. Tire shop, recapping
71. Tourist information booth
72. Upholstery Shops provided all work is completed inside the building.

- 73. Utility business offices
- 74. Warehousing facilities. Warehouse or storage facilities are permitted as the primary use on a lot or property only if a special permit is granted. A lot or property will not be eligible for consideration of the issuance of a special permit unless (1) the proposed facility will be located on a lot immediately adjoining (or directly across an alley from) a property with an allowed C-1 Zone use, (2) the proposed facility is necessary to and will be used as an accessory to the allowed use on the adjoining lot, and (3) both lots are under the same ownership.
- 75. Wholesale stores and distributors. The maximum gross floor area of a building permitted for this use is six thousand four hundred (6,400) square feet. Incidental, non-nuisance-producing processing, packaging, or fabricating is permitted if conducted entirely within a building.

Special Permit Uses.

- 1. Drive-thru (fast food) restaurant
- 2. Micro Brewery
- 3. Equipment rental and sales yard
- 4. Temporary building or contractor’s storage and construction yard, incidental to the construction of a residential development or a real estate sales office to be used in marketing lots in a new subdivision, may be permitted if such a building or structure complies with all height and area requirements for the zone in which it is located.
- 5. Temporary building may be permitted if such building complies with all height and area requirements, and the use complies, except for the fact that the building is a temporary one.
- 6. Micro Distillery.

Performance Standards.

1. Area & bulk regulations.

Use	Minimum Lot Size (sq ft.)	Minimum Lot Width (ft.)	Maximum Coverage (%)	Maximum # Dwelling Units	Front (ft.) (ft.)		Setbacks Rear (ft.) (ft.)		Interior Side (ft.) (sq ft.)	Side Street (sq ft.)	Floor Area (ft.)	Maximum Height
Garage	none	none	-		C	A	B	5	-	PRTFA	70	
									12.5			

Minimum Lot Area / Dwelling Unit - no requirement.
PRTFA = Parking Ratio to Floor Area

- A. No minimum rear yard setback is required except for a lot abutting the side of a lot in either an R or OP Zone, in which case the minimum rear yard setback is fifteen (15) feet. If a public alley separates such lots, no rear yard is required.
 - B. No minimum interior side yard setback is required except for a lot in a C or M Zone whose side abuts the side of a lot in either an R or OP Zone, in which latter case the minimum interior side yard setback is five (5)feet. If a public alley separates such lots, no side yard is required.
 - C. The required minimum R Zone setback applies if the frontage between two (2) streets separates an R Zone and a C Zone. If all frontage between two (2) streets is in a C Zone no front setback is required.
- 2. Accessory building/garage; detached
 - A. A detached accessory building must be located at least ten (10) feet from the main building.
 - B. On an existing reversed corner lot, a detached accessory building or garage may project into the side yard nearest the rear lot line if it does not extend beyond the front yard setback of the main structure, and if entrance to the garage is from the side street the garage must be set back from the side street property line a distance of not less than twenty (20) feet.
- 3. Accessory building, attached.
 - A. A building which if detached from the main building would constitute an accessory building may be connected to the main building by a breezeway or similar structure, and in such event shall meet all requirements for the main building.”

Section 3. Chapter 25, Article 3 of the Scottsbluff Municipal Code is amended by repealing the existing language and adding the following language:

“25-3-14. C-2 Neighborhood and Retail Commercial.

Intent: The intent of a C-2 Neighborhood and Retail Commercial Zone is to provide a zone consisting of retail stores and service establishments

Principle Permitted Uses.

1. Accounting, auditing, bookkeeping services
2. Ambulance service
3. Amusement centers, indoor only
4. Animal clinic, indoor only
5. Arts & crafts studio
6. Automated or coin-operated car wash
7. Bakery or bakery goods store
8. Bank automated teller facilities, outdoor
9. Bank automated teller facilities, indoor
10. Bank & savings & loan
11. Barber, beauty shop
12. Book & stationary store
- 12.1 Brew Pub
13. Church
14. Cleaning, laundry agency
15. Clinic
16. Communication facilities including communication tower, such tower not to exceed one hundred fifty (150) feet in height. No guy wires, outrigging, or other supporting structures may extend beyond the foundation of the tower.
17. Community center (public)
18. Confectionery stores
19. Convenience stores with dispensing gasoline
20. Convenience stores w/o dispensing gasoline
21. Convenience warehouse storage facilities
22. Dance, music or voice studio
23. Day care center (child care center) or preschool
24. Delicatessen
25. Domestic violence shelter
26. Drive-through (fast food) restaurant
27. Educational and charitable institutions
28. Educational and scientific research service
29. Equipment rental and sales yard
30. Florist
31. Food store, delicatessen
32. Furniture refinishing. The entire business must be conducted within a building.
33. Furniture/appliance store
34. Gift shop
35. Gymnasium, private
36. Grocery store
37. Hardware store
38. Hospital
39. Hotels/motels
40. Insurance agency/services
41. Jewelry store
42. Laboratory, medical, dental, optical
43. Laundromat, self-service
44. Library
45. Lodge or club
46. Marriage and family counseling
47. Municipal Uses
48. Nursery for children
49. Offices, professional and service
50. Pharmacy
51. Photographic studio
52. Printing & blueprinting
53. Professional membership organizations
54. Professional schools

55. Reducing/Suntanning
56. Restaurant, bar, tavern
57. Retail stores and services
58. Rooming/boarding house. Residential use is permitted above the ground floor and within the ground floor if to the back or side of a business building.
59. School
60. Service station-full service
61. Service station-mixed use
62. Shoe store
- 62.1 Tattoo/body piercing establishment
63. Temporary medical housing
64. Theater, indoor
65. Tourist information booth
66. Upholstery Shop provided all work is completed within the building.
67. Utility business offices
68. Warehousing, wholesaling

Special Permit Uses.

1. Auto sales and service
2. Billboards
3. Micro Brewery
4. Emergency shelter
5. Hardware stores selling lumber
6. Multi-family dwellings. Residential use is permitted above the ground floor and within the ground floor to the back or side of a business building.
7. Single family dwelling. Residential use is permitted above the ground floor and within the ground floor to the back or side of a business building.
8. Temporary building or contractor's storage and construction yard, incidental to the construction of a residential development or a real estate sales office to be used in marketing lots in a new subdivision, may be permitted if such a building or structure complies with all height and area requirements for the zone in which it is located.
9. Temporary building may be permitted if such building complies with all height and area requirements, and the use complies, except for the fact that the building is a temporary one.
10. Two family dwelling. Residential use is permitted above the ground floor and within the ground floor to the back or side of a business building.
11. Any hotels or apartments higher than the maximum 45' will require a special permit approved by the Planning Commission.
12. Micro Distillery.

Performance Standards.

1. Area & bulk regulations.

Use	Minimum Lot Size (sq.ft.)	Minimum Lot Width (ft.)	Maximum Coverage (%)	Maximum # Dwelling Units	Front (ft.) (ft.)		Setbacks Rear (ft.)		Interior Side (ft.)	Side Street (sq.ft.)	Floor Area (ft.)	Maximum Height
	None	-	-	C or 25	A	B	12.5	12.5		PRTFA	35'	
Garage												
Minimum Lot Area / Dwelling Unit - 2,800 sq ft												
Hotels and Apartments-Except with Special Permit Use												45'
PRTFA = Parking Ratio to Floor Area												

- A. No minimum rear yard setback is required except for a lot abutting the side of a lot in either an R or OP Zone, in which case the minimum rear yard setback is fifteen (15) feet. If a public alley separates such lots, no rear yard is required.
 - B. No minimum interior side yard setback is required except for a lot whose side abuts the side of a lot in either an R or OP Zone, in which latter case the minimum interior side yard setback is five (5) feet. If a public alley separates such lots, no side yard is required.
 - C. The required minimum R Zone setback applies if the frontage between two (2) streets separates an R Zone and either a C Zone. If all frontage between two (2) streets is in a C Zone no front setback is required.
- 2. Accessory building/garage; detached**
- A. A detached accessory building must be located at least ten (10) feet from the main building.

- B. On an existing reversed corner lot, a detached accessory building or garage may project into the side yard nearest the rear lot line if it does not extend beyond the front yard setback of the main structure, and if entrance to the garage is from the side street the garage must be set back from the side street property line a distance of not less than twenty (20) feet.
3. Accessory building, attached.
 - A. A building which if detached from the main building would constitute an accessory building may be connected to the main building by a breezeway or similar structure, and in such event shall meet all requirements for the main building.”

Section 4. Chapter 25, Article 3 of the Scottsbluff Municipal Code is amended by repealing the existing language and adding the following language:

“25-3-15. C-3 Heavy Commercial.

Intent: The intent of a C-3 Heavy Commercial Zone is a zone designed primarily for warehousing, distribution centers, and minimum light manufacturing and processing.

Principle Permitted Uses.

1. Accounting, auditing, bookkeeping services
2. Ambulance service
3. Amusement centers, indoor only
4. Animal clinic, indoor only
5. Animal clinic, indoor/outdoor
6. Arts & crafts studio
7. Auction house
8. Auto sales & service
9. Auto storage and rentals. All processing, packaging or fabricating to be conducted wholly inside a building. Nuisance-producing processing, packaging or fabricating not permitted.
10. Automated or coin-operated car wash
11. Bakery or bakery goods store
12. Bank automated teller facilities, outdoor
13. Bank automated teller facilities, indoor
14. Bank & savings & loan
15. Barber, beauty shop
16. Beverage bottling plant
17. Billboard. Billboards may not be placed everywhere in this zone. See special provisions dealing with billboards in Chapter 25, Article 6
18. Boat building (small)
19. Book & stationary store
- 19.1 Brewery
- 19.2 Brew Pub
20. Bus depot
21. Business college, trade school
22. Cabinet shop. The entire business must be conducted within a building.
23. Campground
24. Church
25. Cleaning plant, commercial. The maximum gross floor area of a building permitted for this use is six thousand four hundred (6,400) square feet. Incidental, non-nuisance-producing processing, packaging, or fabricating is permitted if conducted entirely within a building.
26. Cleaning, laundry agency
27. Clinic
28. Communication facilities including communication tower, such tower not to exceed one hundred fifty (150) feet in height. No guy wires, outrigging, or other supporting structures may extend beyond the foundation of the tower.
29. Community center (public)
30. Confectionery stores
31. Construction storage yard. Yard must be enclosed in Class Three (3) fence.
32. Convenience warehouse storage facility
33. Convenience stores w/o dispensing gasoline
34. Convenience stores with dispensing gasoline
35. Dairy product processing
36. Dance, music or voice studio

37. Day care center (child care center) or preschool
38. Delicatessen
- 38.1 Distillery
39. Drive-through photo facility
40. Drive-through (fast food) restaurant
41. Educational and scientific research service
42. Equipment rental and sales yard
43. Florist
44. Food store, delicatessen
45. Furniture refinishing. The entire business must be conducted within a building.
46. Furniture/appliance store
47. Gift shop
48. Gymnasium, private
49. Grocery store
50. Hardware store
51. Hospital
52. Insurance agency/services
53. Jewelry store
54. Laboratory, medical, dental, optical
55. Laundry, commercial plant. The maximum gross floor area of a building permitted for this use is six thousand four hundred (6,400) square feet. Incidental, non-nuisance-producing processing, packaging, or fabricating is permitted if conducted entirely within a building.
56. Laundromat, self-service
57. Library
58. Lodge or club
59. Lumber yard
60. Machine shop
61. Marriage and family counseling
62. Metal finishing. Retail and wholesale metal finishing permitted, providing (1) the metal finishing equipment shall be used, and all parts to be or which have been processed, together with all materials and supplies, shall be stored, wholly within a building, and (2) in addition, if metal plating is done, not more than three (3) persons may function in the metal plating line, the metal plating line shall not use a floor area in excess of one thousand five hundred (1,500) square feet, and only a self-contained processing system shall be used. A metal plating line constitutes a metal plating process commencing with racking of a part to be plated and ending with unranking of such part.
- 62.1 Micro Brewery
- 62.2 Micro Distillery
63. Monument works, stone
64. Mortuary
65. Motel
66. Municipal Uses
67. Nursery for children
68. Nursery for flowers/plants
69. Offices, professional and service
70. Parking lot, garage or facility
71. Pharmacy
72. Photographic studio
73. Printing & blueprinting
74. Professional membership organizations
75. Professional schools
76. Public garage
77. Railroad station
78. Recreational vehicle sales lot
79. Recreational vehicle storage lot, outside
80. Reducing/Suntanning
81. Restaurant, bar, tavern
82. Retail stores and services
83. Sandblasting. All commercial sandblasting of moveable objects to be conducted wholly inside a building.
84. Service station-full service

85. Service station-mixed use
86. Service station -self service dispensing of gas only
87. Shoe store
88. Shop for building contractor. The entire business must be conducted within a building.
89. Sign shop
90. Tack shop
91. Tattoo parlor meeting the following conditions:
 - a. Prior to operating a tattoo parlor, the operator/practitioner must first apply for and receive a permit and certificate of occupancy from the Development Services Director. The permit is subject to revocation if the permittee at any time fails to comply with the conditions set forth herein.
 - b. The operator/practitioner must comply with any and all federal, state and local regulations pertaining to the activity of tattoo artistry on the human skin.
 - c. The operator/practitioner must submit to regular and/or unannounced inspections by the Department of Planning, Building and Development, the Scotts Bluff County Department of Health, and any other authority empowered to regulate such activities.
 - d. All instruments and equipment must be cleaned and sterilized before use. Sterilization of equipment shall be accomplished by exposure to live steam for at least thirty (30) minutes at a minimum pressure of fifteen (15) pounds per square inch, temperature of two hundred forty (240) degrees Fahrenheit or one hundred sixteen (116) degrees Celsius.
 - e. The operator/practitioner must positively identify each client and keep record of the client's name, age, mailing address and phone number and not dispose of such information for a period of at least ten (10) years. Any transfer in ownership or operation of the business will result in revocation of the permit. All records shall be relinquished to the Development Services Director at that time.
 - f. The operator/practitioner may not perform work on anyone eighteen (18) years of age or younger without written permission from the minor's parent/parents or legal guardian.
 - g. The operator/practitioner shall comply with the OSHA (Occupation Safety and Health Act) blood borne pathogen rules as it relates to the disposition of hazardous waste materials.
 - h. To prevent the cause and/or spread of infection or disease, any and all tattoo needles used for each client shall be disposed of properly and not reused.
92. Temporary medical housing
93. Terminal yard, trucking
94. Theater, indoor
95. Theater, drive-in
96. Tire shop, recapping. The entire business must be conducted within a building.
97. Tourist information booth
98. Tractor/trailer parking lot
99. Trailer parks
100. Travel Trailers
101. Travel trailer, mobile home, manufactured housing sales lot
102. Truck and tractor repair
103. Upholstery Shop provided all work is completed inside the building.
104. Used car lot
105. Utility business offices
106. Warehousing/wholesaling facilities

Special Permit Uses.

1. Emergency shelter
2. Implement dealers
3. Mobile home sales
4. Petroleum storage
5. Processing, packaging or fabricating
6. Public scale
7. Recycling center
8. Residential use is permitted only within the confines of a building in which a permitted use is conducted. Preliminary and final site plans must be submitted to the Planning Commission for review and approval.

9. Rooming/boarding houses
10. Temporary building or contractor's storage and construction yard, incidental to the construction of a residential development or a real estate sales office to be used in marketing lots in a new subdivision, may be permitted if such a building or structure complies with all height and area requirements for the zone.
11. Temporary building may be permitted if such building complies with all height and area requirements, and the use complies, except for the fact that the building is a temporary one.
12. Temporary storage of grain, for not to exceed sixty (60) consecutive days (and a permit for which may be renewed for not to exceed sixty (60) consecutive days), outside a building or structure subject the following additional conditions, to be set forth in the permit:
 - a. the grain shall be placed on a concrete floor or some other type of water-proof material that, as determined by the Development Services Director, is equal to a concrete floor,
 - b. no part of the grain shall be placed, or caused or permitted to be closer to any property line than any building setback line that has been platted or is required in the zone to which the tract of land is subject,
 - c. the permit shall be subject to revocation by the Commission. if the Commission, subsequent to granting the permit, shall determine that the grain, or conditions incidental thereto, or the manner in which the grain is being handled constitutes a public nuisance; and, upon such a determination, the holder of the permit shall promptly comply with any order of the Commission concerning removal or other disposition of the grain.
 - d. Provided, no permit for such a use shall be issued and delivered until the permittee shall have executed and delivered to the Development Services Director a written agreement which, as determined by the Director, indemnifies and holds harmless the City, its officers and employees and members of the Planning Commission, against any and all claims of liability for injuries or damages to persons or property caused, in whole or in part, by the presence of the grain: by conditions occurring, in whole or in part, because of presence of the grain or the manner in which the grain is delivered, piled, moved, removed, or otherwise handled; and by any acts of commission or omission on the part of any persons, whether or not the permittee or third persons for whose acts or omissions liability otherwise might or might not be imputable to the permittee. The terms "warehousing" and "wholesaling" shall not be construed to apply to the storage of grain outside a building or structure.
13. Two family dwelling

Performance Standards.

1. Area & bulk regulations.

Use	Minimum Lot Size (sq ft.)	Minimum Lot Width (ft.)	Maximum Coverage (%)	Maximum # Dwelling Units	Front (ft.)	Setbacks Rear (ft.)	Interior Side (ft.)	Side Street (sq.ft.)	Floor Area (ft.)	Maximum Height
Garage	none	-	-		C A	B	12.5 12.5	PRTFA	35	

Minimum Lot Area / Dwelling Unit - No Requirement
PRTFA = Parking Ratio to Floor Area

- A. No minimum rear yard setback is required except for a lot abutting the side of a lot in either an R or OP Zone, in which case the minimum rear yard setback is fifteen (15) feet. If a public alley separates such lots, no rear yard is required.
 - B. No minimum interior side yard setback is required except for a lot whose side abuts the side of a lot in either an R or OP Zone, in which latter case the minimum interior side yard setback is five (5) feet. If a public alley separates such lots, no side yard is required.
 - C. The required minimum R Zone setback applies if the frontage between two (2) streets separates an R Zone and a C Zone. If all frontage between two (2) streets is in a C Zone, no front setback is required.
2. Accessory building/garage; detached
 - A. A detached accessory building must be located at least ten (10) feet from the main building.
 - B. On an existing reversed corner lot, a detached accessory building or garage may

project into the side yard nearest the rear lot line if it does not extend beyond the front yard setback of the main structure, and if entrance to the garage is from the side street the garage must be set back from the side street property line a distance of not less than twenty (20) feet.

3. Accessory building, attached.

- A. A building which if detached from the main building would constitute an accessory building may be connected to the main building by a breezeway or similar structure, and in such event shall meet all requirements for the main building.”

Section 5. Chapter 25, Article 3 of the Scottsbluff Municipal Code is amended by repealing the existing language and adding the following language:

“25-3-16. M-1 Light Manufacturing and Industrial.

Intent: The intent of an M-1 Light Manufacturing and Industrial Zone is a zone permitting most fabricating activities except heavy manufacturing and processing of raw materials.

Principle Permitted Uses.

1. Accounting, auditing, bookkeeping services
2. Ambulance service
3. Amusement centers, indoor only
4. Animal clinic, indoor only
5. Animal clinic, indoor/outdoor
6. Arts & crafts studio
7. Auction house
8. Auto sales & service
9. Auto storage and rental
10. Automated or coin-operated car wash
11. Bakery or bakery goods store
12. Bank automated teller facilities, outdoor
13. Bank automated teller facilities, indoor
14. Bank & savings & loan
15. Barber, beauty shop
16. Beverage bottling plant
17. Billboard. Billboards may not be placed everywhere in this zone. See special provisions dealing with billboards in Chapter 25, Article 6
18. Boat building (small)
19. Book & stationary store
- 19.1 Brewery
- 19.2 Brew Pub
20. Bus depot
21. Business college, trade school
22. Cabinet shop
23. Church
24. Cleaning plant, commercial
25. Cleaning, laundry agency
26. Clinic
27. Communication facilities including communication tower, such tower not to exceed one hundred fifty (150) feet in height. No guy wires, outrigging, or other supporting structures may extend beyond the foundation of the tower.
28. Community center (public)
29. Concrete batch plant
30. Construction storage yard
31. Confectionery stores
32. Convenience stores w/o dispensing gasoline
33. Convenience stores with dispensing gasoline
34. Convenience warehouse storage facilities.
35. Dairy product processing
36. Dance, music or voice studio
37. Day care center (child care center) or preschool
38. Delicatessen
- 38.1 Distillery
39. Drive-through photo facility

40. Drive-through (fast food) restaurant
41. Educational and scientific research service
42. Equipment rental and sales yard
43. Feed mill
44. Florist
45. Food processing plant, other than meat
46. Food store, delicatessen
47. Fuel yard
48. Furniture refinishing
49. Furniture/appliance store
50. Gift shop
51. Gymnasium, private
52. Grocery store
53. Hardware store
54. Hospital
55. Hotel
56. Ice manufacture cold storage plant
57. Insurance agency/services
58. Jewelry store
59. Laboratory, medical, dental, optical
60. Laundry, commercial plant
61. Laundromat, self-service
62. Library
63. Lodge or club
64. Lumber yard
65. Machine shop
66. Marriage and family counseling
67. Metal finishing
- 67.1 Micro Brewery
- 67.2 Micro Distillery
68. Monument works, stone
69. Mortuary
70. Motel
71. Municipal Uses
72. Nursery for children
73. Nursery for flowers/plants
74. Offices, professional and service
75. Parking lot, garage or facility
76. Pharmacy
77. Photographic studio
78. Planning mill
79. Printing & blueprinting
80. Processing, packaging or fabricating. All processing, packaging or fabricating to be conducted wholly inside a building. Nuisance-producing processing, packaging or fabricating not permitted.
81. Professional membership organizations
82. Professional schools
83. Public garage
84. Public scale
85. Railroad station
86. Recreational vehicle sales lot
87. Recreational vehicle storage lot, outside
88. Recycling center
89. Reducing/Suntanning
90. Restaurant, bar, tavern
91. Retail stores and services
92. Sandblasting
93. Service station-full service
94. Service station-mixed use
95. Service station -self service dispensing of gas only
96. Shoe store

97. Shop for building contractor
98. Sign shop
99. Single family dwellings for living quarters for watchman of commercial or industrial use property, or for hotels and motels, are the only permitted residential uses in this zone.
- 99.1 Tattoo/body piercing establishment
100. Temporary medical housing
101. Terminal yard, trucking
102. Theater, indoor
103. Theater, drive-in
104. Tire shop, recapping
105. Tourist information booth
106. Tractor/trailer parking lot
107. Travel trailer, mobile home, manufactured housing sales lot
108. Truck and tractor repair
109. Used car lot
110. Utility business offices
111. Warehousing/wholesaling facilities
112. Wholesale stores and distributors

Special Permit Uses.

1. Fertilizer mixing and storage plant
2. Junk yard
3. Petroleum storage
4. Scrap metal processing facility
5. Solid waste transfer station
6. Temporary building or contractor's storage and construction yard, incidental to the construction of a residential development or a real estate sales office to be used in marketing lots in a new subdivision, may be permitted if such a building or structure complies with all height and area requirements.
7. Temporary building may be permitted if such building complies with all height and area requirements, and the use complies, except for the fact that the building is a temporary one, with all use requirements for the Zone.
8. Temporary storage of grain, for not to exceed sixty (60) consecutive days (and a permit for which may be renewed for not to exceed sixty (60) consecutive days), outside a building or structure subject the following additional conditions, to be set forth in the permit:
 - a. the grain shall be placed on a concrete floor or some other type of water-proof material that, as determined by the Development Services Director, is equal to a concrete floor,
 - b. no part of the grain shall be placed, or caused or permitted to be closer to any property line than any building setback line that has been platted or is required in the zone to which the tract of land is subject,
 - c. the permit shall be subject to revocation by the Commission. if the Commission, subsequent to granting the permit, shall determine that the grain, or conditions incidental thereto, or the manner in which the grain is being handled constitutes a public nuisance; and, upon such a determination, the holder of the permit shall promptly comply with any order of the Commission concerning removal or other disposition of the grain.
 - d. Provided, no permit for such a use shall be issued and delivered until the permittee shall have executed and delivered to the Development Services Director a written agreement which, as determined by the Director, indemnifies and holds harmless the City, its officers and employees and members of the Planning Commission, against any and all claims of liability for injuries or damages to persons or property caused, in whole or in part, by the presence of the grain: by conditions occurring, in whole or in part, because of presence of the grain or the manner in which the grain is delivered, piled, moved, removed, or otherwise handled; and by any acts of commission or omission on the part of any persons, whether or not the permittee or third persons for whose acts or omissions liability otherwise might or might not be imputable to the permittee. The terms "warehousing" and "wholesaling" shall not be construed to apply to the storage of grain outside a building or structure.

Performance Standards.

1. Area & bulk regulations.

Use	Minimum Lot Size (sq ft.)	Minimum Lot Width (ft.)	Maximum Coverage (%)	Maximum # Dwelling Units	Front (ft.) (ft.)	Setbacks Rear (ft.)	Interior Side Side Street (ft.) (sq.ft.)	Floor Area (ft.)	Maximum Height
Garage	none	-	-	-	Cor20	A	B 12.5	-	70

Minimum Lot Area / Dwelling Unit - DU not allowed

- A. No minimum rear yard setback is required except for a lot abutting the side of a lot in either an R or OP Zone, in which case the minimum rear yard setback is fifteen (15) feet. If a public alley separates such lots, no rear yard is required.
 - B. No minimum interior side yard setback is required except for a lot whose side abuts the side of a lot in either an R or OP Zone, in which latter case the minimum interior side yard setback is five (5) feet. If a public alley separates such lots, no side yard is required.
 - C. The required minimum R Zone setback applies if the frontage between two (2) streets separates an R Zone and either a C Zone, M Zone or OP Zone. If all frontage between two (2) streets is in either a C or M Zone, no front setback is required.
2. Accessory building/garage; detached
 - A. A detached accessory building must be located at least ten (10) feet from the main building.
 - B. On an existing reversed corner lot, a detached accessory building or garage may project into the side yard nearest the rear lot line if it does not extend beyond the front yard setback of the main structure, and if entrance to the garage is from the side street the garage must be set back from the side street property line a distance of not less than twenty (20) feet.
 3. Accessory building, attached.
 - A. A building which if detached from the main building would constitute an accessory building may be connected to the main building by a breezeway or similar structure, and in such event shall meet all requirements for the main building.”

Section 6. Chapter 25, Article 3 of the Scottsbluff Municipal Code is amended by repealing the existing language and adding the following language:

“25-3-18. M-2 Heavy Manufacturing and Industrial.

Intent: The intent of an M-2 Heavy Manufacturing and Industrial Zone is a zone permitting the manufacture and processing of goods from raw materials.

Principle Permitted Uses.

1. Accounting, auditing, bookkeeping services
2. Ambulance service
3. Amusement centers, indoor only
4. Animal clinic, indoor only
5. Animal clinic, indoor/outdoor
6. Arts & crafts studio
7. Auction house
8. Auto sales & service
9. Auto storage and rental
10. Automated or coin-operated car wash
11. Bakery or bakery goods store
12. Bank automated teller facilities, outdoor
13. Bank automated teller facilities, indoor
14. Bank & savings & loan
15. Barber, beauty shop
16. Beverage bottling plant
17. Billboard. Billboards may not be placed everywhere in this zone. See special provisions dealing with billboards in Chapter 25, Article 6
18. Boat building (small)
19. Book & stationary store
- 19.1 Brewery
- 19.2 Brew Pub
20. Bus depot

21. Business college, trade school
22. Cabinet shop
23. Church
24. Cleaning plant, commercial
25. Cleaning, laundry agency
26. Clinic
27. Communication facilities including communication tower, such tower not to exceed one hundred fifty (150) feet in height. No guy wires, outrigging, or other supporting structures may extend beyond the foundation of the tower.
28. Community center (public)
29. Concrete batch plant
30. Confectionery stores
31. Construction storage yard
32. Convenience stores w/o dispensing gasoline
33. Convenience stores with dispensing gasoline
34. Convenience warehouse storage facilities.
35. Dairy product processing
36. Dance, music or voice studio
37. Day care center (child care center) or preschool
38. Delicatessen
- 38.1 Distillery
39. Drive-through photo facility
40. Drive-through (fast food) restaurant
41. Educational and scientific research service
42. Equipment rental and sales yard
43. Feed mill
44. Florist
45. Food processing plant, other than meat
46. Food store, delicatessen
47. Fuel yard
48. Furniture refinishing
49. Furniture/appliance store
50. Gift shop
51. Gymnasium, private
52. Grocery store
53. Hardware store
54. Hospital
55. Hotel
56. Ice manufacture cold storage plant
57. Insurance agency/services
58. Jewelry store
59. Laboratory, medical, dental, optical
60. Laundry, commercial plant
61. Laundromat, self-service
62. Library
63. Lumber yard
64. Machine shop
65. Marriage and family counseling
66. Meat packing
67. Metal finishing
- 67.1 Micro Brewery
- 67.2 Micro Distillery
68. Monument works, stone
69. Mortuary
70. Motel
71. Municipal Uses
72. Nursery for children
73. Nursery for flowers/plants
74. Offices, professional and service
75. Parking lot, garage or facility
76. Petroleum storage

77. Pharmacy
78. Photographic studio
79. Planning mill
80. Printing & blueprinting
81. Processing, packaging or fabricating
82. Professional membership organizations
83. Professional schools
84. Public garage.
85. Public scale
86. Railroad station
87. Railroad yard or shops
88. Recreational vehicle sales lot
89. Recreational vehicle storage lot, outside
90. Recycling center
91. Reducing/Suntanning
92. Restaurant, bar, tavern
93. Retail stores and services
94. Sandblasting
95. School
96. Service station-full service
97. Service station-mixed use
98. Service station -self service dispensing of gas only
99. Shoe store
100. Shop for building contractor
101. Sign shop
102. Single family dwellings for living quarters for watchman of commercial or industrial use property, or for hotels and motels, are the only permitted residential uses in this zone.
- 102.01 Tattoo/body piercing establishment
103. Temporary medical housing
104. Terminal yard, trucking
105. Theater, indoor
106. Theater, drive-in
107. Tire shop, recapping
108. Tourist information booth
109. Tractor/trailer parking lot
110. Travel trailer, mobile home, manufactured housing sales lot
111. Truck and tractor repair
112. Used car lot
113. Utility business offices
114. Warehousing/wholesaling facilities
115. Wholesale stores and distributors

Special Permit Uses.

1. Asphalt Batch Plant
2. Fertilizer mixing and storage plant
3. Junk yard
4. Kennel, dog
5. Livestock auction or holding pens
6. Rendering plants
7. Scrap metal processing facility
8. Second dwelling for relatives, employees
9. Solid waste transfer station
10. Tanning, curing, storage of skins or hides
11. Temporary building or contractor's storage and construction yard, incidental to the construction of a residential development or a real estate sales office to be used in marketing lots in a new subdivision, may be permitted if such a building or structure complies with all height and area requirements for the zone.
12. Temporary building may be permitted if such building complies with all height and area requirements, and the use complies, except for the fact that the building is a temporary one, with all use requirements for the Zone.
13. Temporary storage of grain, for not to exceed sixty (60) consecutive days (and a permit for

which may be renewed for not to exceed sixty (60) consecutive days), outside a building or structure subject the following additional conditions, to be set forth in the permit:

- a. the grain shall be placed on a concrete floor or some other type of water-proof material that, as determined by the Development Services Director, is equal to a concrete floor,
- b. no part of the grain shall be placed, or caused or permitted to be closer to any property line than any building setback line that has been platted or is required in the zone to which the tract of land is subject,
- c. the permit shall be subject to revocation by the Commission. if the Commission, subsequent to granting the permit, shall determine that the grain, or conditions incidental thereto, or the manner in which the grain is being handled constitutes a public nuisance; and, upon such a determination, the holder of the permit shall promptly comply with any order of the Commission concerning removal or other disposition of the grain.
- d. Provided, no permit for such a use shall be issued and delivered until the permittee shall have executed and delivered to the Development Services Director a written agreement which, as determined by the Director, indemnifies and holds harmless the City, its officers and employees and members of the Planning Commission, against any and all claims of liability for injuries or damages to persons or property caused, in whole or in part, by the presence of the grain: by conditions occurring, in whole or in part, because of presence of the grain or the manner in which the grain is delivered, piled, moved, removed, or otherwise handled; and by any acts of commission or omission on the part of any persons, whether or not the permittee or third persons for whose acts or omissions liability otherwise might or might not be imputable to the permittee. The terms “warehousing” and “wholesaling” shall not be construed to apply to the storage of grain outside a building or structure.

Performance Standards.

1. Area & bulk regulations.

Use	Minimum Lot Size (sq ft.)	Minimum Lot Width (ft.)	Maximum Coverage (%)	Maximum # Dwelling Units	Front (ft.)	Setbacks Rear (ft.)	Interior Side (ft.)	Side Street (sq.ft.)	Floor Area (ft.)	Maximum Height
Garage	none	-	-	none	20 A	B	-	-	75	

Minimum Lot Area / Dwelling Unit - DU not allowed

- A. No minimum rear yard setback is required except for a lot abutting the side of a lot in either an R or OP Zone, in which case the minimum rear yard setback is fifteen (15) feet. If a public alley separates such lots, no rear yard is required.
 - B. No minimum interior side yard setback is required except for a lot whose side abuts the side of a lot in either an R or OP Zone, in which latter case the minimum interior side yard setback is five (5) feet. If a public alley separates such lots, no side yard is required.
2. Accessory building/garage; detached
- A. A detached accessory building must be located at least ten (10) feet from the main building.
 - B. On an existing reversed corner lot, a detached accessory building or garage may project into the side yard nearest the rear lot line if it does not extend beyond the front yard setback of the main structure, and if entrance to the garage is from the side street the garage must be set back from the side street property line a distance of not less than twenty (20) feet.
3. Accessory building, attached.
- A. A building which if detached from the main building would constitute an accessory building may be connected to the main building by a breezeway or similar structure, and in such event shall meet all requirements for the main building.”

Section 7. Previously existing Chapter 25, Article 2 and Article 3, 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 _____, 2018.

Mayor

ATTEST:

City Clerk (Seal)

Approved by:

City Attorney

City of Scottsbluff, Nebraska

Monday, December 3, 2018

Regular Meeting

Item Resolut.2

Council to consider an Ordinance to include regulations regarding signs and revise the sign tables to allow for free standing signs in certain zoning districts within the City.

Staff Contact: Nathan Johnson, City Manager

ORDINANCE NO. _____

AN ORDINANCE OF THE CITY OF SCOTTSBLUFF, NEBRASKA AMENDING CHAPTER 25, ARTICLE 6, SECTION 1.6 OF THE SCOTTSBLUFF MUNICIPAL CODE TO INCLUDE REGULATIONS REGARDING SIGNS AND REVISE THE SIGN TABLES TO ALLOW FOR FREE STANDING SIGNS, REPEALING ALL PRIOR SECTIONS, PROVIDING FOR AN EFFECTIVE DATE, AND PROVIDING FOR PUBLICATION IN PAMPHLET FORM.

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

Section 1. Chapter 25, Article 6, Section 1.6 of the Scottsbluff Municipal Code is amended by repealing the existing language and adding the following language:

“25-6-1.6. Sign Tables.

<u>Zoning Districts</u>	<u>Type of Sign</u>	<u>Number of Signs</u>	<u>Size Allowed</u>	<u>Height</u>	<u>Code Reference</u>
R-1, R-1a, R-1b R-4, R-6, AR	Name Plate	1	1 sq. ft		25-6-2(1)
	Name Plate	1	2 sq. ft		25-6-2(2)
	Name Plate	1	4 sq. ft		25-6-2(3)
	Freestanding	1	40 sq. ft	4 feet 10	25-6-3 & 25-6-
	Subdivision ID	2	35 sq. ft	3 feet	25-6-9
	Real Estate	1	4 sq. ft		25-6-12, 25-6-13
	“For Sale” “Sold”				25-6-14 & 25-6-15
	Political		8 sq. ft	4 feet	25-6-17 - 25-6-24
	Electronic Church	1	40 sq. ft		25-6-1.8
A	Freestanding	2	30 sq. ft		25-6-4
	Directional			5 feet	25-6-11
	Political		8 sq. ft	4 feet	25-6-17, 25-6-24
O-P	Wall	1	4 sq. ft or 5% of wall surface		25-6-6
	Freestanding	1	100 sq. ft	8 feet	
	Directional			5 feet	25-6-11
	Political		8 sq. ft	4 feet	25-6-17 - 25-6-24
	Electronic		100 sq. ft		25-6-1.4(f)
PBC	Attached	1 per business			25-6-6
	Projecting	**			
	Detached	2+	250 sq. ft		25-6-6 & 25-6-8
	Directional			5 feet	25-6-11

C-1, C-2	Freestanding		100 sq. ft.		
	Political		8 sq. ft	4 feet	25-6-17 - 25-6-24
	Electronic		100 sq. ft		25-6-1.4(f)
	Attached				25-6-6
	Projecting	**			
C-3	Detached				25-6-6 & 25-6-8
	Directional			5 feet	25-6-11
	Freestanding		100 sq. ft.		
	Political		8 sq. ft	4 feet	25-6-17 - 25-6-24
	Temporary				
	Detached	2/year	20 sq. ft		25-6-8.1
	Electronic		100 sq. ft		25-6-1.4(f)
	Attached				25-6-6
	Projecting	**			
	Detached				25-6-6
M-1, M-2	Directional			5 feet	25-6-11
	Freestanding		100 sq. ft.		
	Political		8 sq. ft	4 feet	25-6-17 - 25-6-24
	Temporary				
	Detached	2/year	20 sq. ft		25-6-8.1
	Electronic		100 sq. ft		25-6-1.4(f)
	Billboards		288 sq. ft	45 feet	25-6-16.2
				above road	
	Attached				25-6-6
	Projecting	**			
	Detached				25-6-6
	Directional			5 feet	25-6-11
	Freestanding		100 sq. ft.		
	Political		8 sq. ft	4 feet	25-6-17 - 25-6-24
	Temporary				
	Detached	2/year	20 sq. ft		25-6-8.1
	Electronic		100 sq. ft		25-6-1.4(f)
	Billboards		288 sq. ft	45 feet	25-6-16.2
				above road	

- (1) **100 sq. feet unless abutting residential zone, then 25 sq. ft
- (2) Digital Billboards will be regulated according to Article 25-6-16.3 and 25-6-16.4 and not as set forth above on this sign table."
- (3) In such zones no attached or extended sign may, in whole or in part, project above or be higher than the roof line or a parapet. Signs may disclose the name of the building and the nature of the occupancy; provided, in a PBC Zone not more than one (1) sign visible from a public street may be mounted on a building for each business using the building, or a part of it. In a PBC Zone, detached signs not exceeding two hundred fifty (250) square feet in area

each and which only identify the planned business center or businesses within the center, or both, may be erected or maintained; provided, if the planned business center abuts a particular street for a distance in excess of five hundred (500) feet, one (1) additional detached sign per each additional two hundred fifty (250) feet, or part thereof, of such distance may be erected or maintained. In any C-3 Zone, any billboard shall be located not less than one hundred fifty (150) feet from a residence building.

Zone	Billboards		
	Attached	Extending	Detached
PBC	X	X	X
C-1	X	X	X
C-2	X	X	X
C-3	X	X	X

Section 2. Previously existing Section 25-6-1.6 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 effect any rights, liabilities, duties, or causes of action, either civil or criminal, existing or actions pending, at the time this Ordinance becomes effective.

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

PASSED and APPROVED on _____, 2018.

Mayor

Attest:

City Clerk (Seal)

Approved as to Form:

Deputy City Attorney

City of Scottsbluff, Nebraska

Monday, December 3, 2018

Regular Meeting

Item Resolut.3

Council to consider an Ordinance regarding a Zone Change for parcel Lot 1, Block 1, Northern Heights by Foos from an R-1A Single Family to Office & Professional (O&P).

Staff Contact: Nathan Johnson, City Manager

ORDINANCE NO. _____

AN ORDINANCE DEALING WITH ZONING, AMENDING SECTION 25-1-4 BY UPDATING THE OFFICIAL ZONING DISTRICT MAP TO SHOW THAT LOT 1, BLOCK 1, NORTHERN HEIGHTS BY FOOS, SCOTTS BLUFF COUNTY, NEBRASKA, CURRENTLY ZONED AS R-1A SINGLE FAMILY, WILL NOW BE INCLUDED IN O&P OFFICE AND PROFESSIONAL, AND REPEALING PRIOR SECTION 25-1-4.

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

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

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

This is to certify that this is the official zoning district map described in §25-1-4 of the Scottsbluff Municipal Code, passed this ____ day of _____, 2018.

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

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

PASSED AND APPROVED on _____, 2018.

Mayor

ATTEST:

City Clerk

(Seal)

City of Scottsbluff, Nebraska

Monday, December 3, 2018

Regular Meeting

Item Resolut.4

Council to consider a Resolution taking formal action and adopting a uniform policy pursuant to the Local Government Miscellaneous Expenditure Act.

Staff Contact: Nathan Johnson, City Manager

RESOLUTION 18-__

A Resolution of the City of Scottsbluff, Nebraska, to take formal action and adopt a uniform policy pursuant to the Local Government Miscellaneous Expenditure Act.

BE IT RESOLVED by the Mayor and City Council of the City of Scottsbluff, Nebraska, a municipal corporation:

1. The City of Scottsbluff, through its staff, is authorized to hold one recognition dinner each year for elected and appointed officials, employees, and volunteers of the city, including persons serving on local governmental boards or commissions. The maximum cost per person for such recognition dinner shall be fifty dollars (\$50.00).

2. Be it further resolved that in recognition of a council member's service no plaque, certificate or achievement, or item of value awarded to an elected or appointed official, employee, or volunteer of the City of Scottsbluff, including persons serving on local governmental boards or commissions, shall exceed two hundred dollars (\$200.00) in value.

3. This Resolution shall become effective upon its passage and approval.

Passed and approved on _____, 2018.

Mayor

ATTEST:

City Clerk

City of Scottsbluff, Nebraska

Monday, December 3, 2018

Regular Meeting

Item Resolut.5

Council to consider an Ordinance annexing tracts of land known as Lot 1, Block 1, Western Addition and tracts of land situated in the W1/2 SW1/4 of Section 19, Township 22 North, Range 54 West of the 6th P.M., Scotts Bluff County. (second reading)

Staff Contact: Nathan Johnson, City Manager

AN ORDINANCE OF THE CITY OF SCOTTSBLUFF, NEBRASKA, ANNEXING TRACTS OF LAND KNOWN AS LOT 1, BLOCK 1, WESTERN ADDITION AND TRACTS OF LAND SITUATED IN THE W½SW¼ OF SECTION 19, TOWNSHIP 22 NORTH, RANGE 54 WEST OF THE 6TH P.M., ALL IN SCOTTS BLUFF COUNTY, NEBRASKA, AND PROVIDING FOR PUBLICATION IN PAMPHLET FORM.

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

Section 1. Western Sugar Cooperative, on behalf of its CEO, Rodney Perry and Eric Reichert and Brandy Reichert, husband and wife, all as the owners of the following described Real Estate ("Real Estate") have requested it be included within the corporate limits of the City of Scottsbluff:

That certain triangle-shaped parcel of land lying east of 21st Avenue, south and west of Highway 26 and north of East Overland Drive, being located in the W½SW¼ of Section 19, Township 22 North, Range 54 West of the 6th P. M., Scotts Bluff County, Nebraska. This parcel includes the following platted lot:

Lot 1, Block 1, Western Addition, situated in the SW¼SW¼ of Section 19, Township 22 North, Range 54 West of the 6th P.M., in Scotts Bluff County, Nebraska.

Section 2. The Real Estate is contiguous or adjacent to the existing corporate limits of the City of Scottsbluff, is urban or suburban in character, and does not constitute agricultural land which is rural in character.

Section 3. The Real Estate is annexed to and included within the corporate limits of the City of Scottsbluff, as of the effective date of this Ordinance.

Section 4. Any map describing the corporate limits of the City of Scottsbluff is amended to provide for the addition of the Real Estate to the corporate limits of the City of Scottsbluff.

Section 5. Western Sugar Cooperative, by and through its CEO Rodney Perry has waived the requirements of §16-120 of the Nebraska Statutes, which would otherwise require the City of Scottsbluff to provide to their Real Estate substantially the same services as are provided to other inhabitants of the City.

Section 6. All ordinances, parts of ordinances, resolutions and policies of the City of Scottsbluff in conflict with this Ordinance are repealed.

Section 7. This Ordinance shall become effective upon its passage, approval and publication shall be in pamphlet form.

PASSED AND APPROVED on _____, 2018.

ATTEST:

Mayor

City Clerk (Seal)

Approved as to form:

Deputy City Attorney

City of Scottsbluff, Nebraska

Monday, December 3, 2018

Regular Meeting

Item Resolut.6

Council to consider an Ordinance designating the public way in Immigrant Trail Subdivision as Migrant Way, authorizing its use as a street. (second reading)

Staff Contact: Nathan Johnson, City Manager

ORDINANCE NO. _____

AN ORDINANCE OF THE CITY OF SCOTTSBLUFF, NEBRASKA, DESIGNATING THE PUBLIC WAY IN IMMIGRANT TRAIL SUBDIVISION AS MIGRANT WAY, AUTHORIZING ITS USE AS A STREET, 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. On October 8, 1979, the Immigrant Trail Subdivision was approved through a final plat and Owner's Statement wherein a Public Way was dedicated and accepted by the City for public use.

Section 2. The Public Way as dedicated and accepted is wide enough for access and travel and the City now designates it to be a street known as Migrant Way which shall be used for traffic pursuant to §20-1-1 of the Municipal Code.

Section 3. The City further finds the dedicated and accepted Public Way and its use as a street is approved in its current width as the surrounding topographical and other physical conditions render it impractical to alter and the use of a street of the width required by subdivision standards is not possible.

Section 4. Migrant Way is now designated as a street and Public Way within the City and Immigrant Trail Subdivision.

Section 5. This Ordinance shall become effective upon its passage, approval as provided by law, and publication shall be in pamphlet form.

PASSED and APPROVED on _____, 2018.

Mayor

Attest:

City Clerk (Seal)

Approved as to Form:

Deputy City Attorney

City of Scottsbluff, Nebraska

Monday, December 3, 2018

Regular Meeting

Item Reports1

Council to appoint Astrid Munn to the Parks, Recreation, and Tree Board.

Staff Contact: City Council

Agenda Statement

Item No.

For meeting of: Dec. 3rd, 2018

AGENDA TITLE: Council to appoint Astrid Munn to the Parks, Recreation and Tree Board

SUBMITTED BY DEPARTMENT/ORGANIZATION: Parks and Recreation

PRESENTATION BY: City Manager Nathan Johnson

SUMMARY EXPLANATION: The Parks and Recreation Department would like to appoint Astrid Munn to a Five (5) year term to the Parks and Recreation Advisory Board.
Term to end Nov. 14, 2023.

EXHIBITS

Resolution x

Ordinance ☐

Contract ☐

Minutes ☐

Plan/Map ☐

Other (specify) _____

NOTIFICATION LIST: Yes ☐ No ☐ Further Instructions ☐

APPROVAL FOR SUBMITTAL: _____
City Manager

Rev 3/1/99CClerk

City of Scottsbluff, Nebraska

Monday, December 3, 2018

Regular Meeting

Item Reports2

Council to consider approval of a License Agreement with Auto Spa, LLC and authorize the Mayor to execute the Agreement.

Staff Contact: Nathan Johnson, City Manager

Agenda Statement

Item No.

For Meeting of: December 3, 2018

AGENDA TITLE: Council to consider License Agreement with Auto Spa, LLC.

SUBMITTED BY DEPARTMENT/ORGANIZATION: Development Services

PRESENTATION BY: City Manager Nathan Johnson

SUMMARY EXPLANATION: Auto Spa, LLC purchased a lot at the corner of Avenue I and 27th Street to construct a car wash. Auto Spa has requested the use of City right-of-way to provide access to the car wash off of 27th Street and a paved turn-around area to direct vehicles to 27th Street to exit.

BOARD/COMMISSION RECOMMENDATION: N/A

STAFF RECOMMENDATION: City Staff is recommending approval.

EXHIBITS

Resolution ☐

Ordinance ☐

Contract ☐

Minutes ☐

Plan/Map ☐

Other (specify) _____

NOTIFICATION LIST: Yes ☐ No ☐ Further Instructions ☐

APPROVAL FOR SUBMITTAL: _____
City Manager

Rev: 11/15/12 City Clerk

LICENSE AGREEMENT

This License Agreement ("Agreement") is entered into on this ____ day of ____, 2018, by and between the City of Scottsbluff, Nebraska, a Municipal Corporation, ("Licensor") and Auto Spa, LLC, a Nebraska limited liability company ("Licensee").

In consideration of the mutual promises contained in this Agreement, the parties agree as follows:

1. **Grant of License:**

Licensee is the owner of the following real estate:

Lot 1, Block 1, Plat of Burlington Northern Subdivision of Blocks One, Two, Three, Four, Five and Six, A Subdivision of the City of Scottsbluff, situated in part of the NE1/4 of Section 22, Township 22 North, Range 55 West of the 6th P.M., Scotts Bluff County, Nebraska.
("Licensee Property")

Licensor owns and now grants a license to Licensee to use as an access drive and occupy, subject to all of the terms and conditions of this Agreement, the following described real estate:

Unplatted lands adjacent to the Burlington Northern Subdivision, located on the southwest corner of the intersection of 27th Street and Avenue I in the NE1/4 of Section 22, Township 22 North, Range 55 West of the 6th P.M., Scottsbluff, Scotts Bluff County, Nebraska.
("Licensed Property")

2. **Limitation to Described Purpose:**

The Licensed Property constitutes a lot and right-of-way owned by the Licensor. The Licensor agrees to allow the Licensee to use a portion of the Licensed Property for access from 27th street to the Licensee Property and a turn around area on the Licensed Property. The dimensions of the access and turn around area are as set forth on the map which is attached to this Agreement, marked as Exhibit "A", and incorporated by this reference. Licensee agrees to use the Licensed Property solely for placement and maintenance of an access drive and asphalt turn around area to the Licensee Property ("licensee use"). Licensor grants the Licensee the right to use the Licensed

Property, as set forth on Exhibit "A", for such licensee use so long as Licensee does not obstruct or impede Licensors use of the Licensed Property.

3. Termination:

a. Licensors may terminate this Agreement at any time by giving written notice to the Licensee, specifying the date of termination. Such notice shall be given not less than ninety (90) days prior to the date specified in such notice for the date of termination. Upon termination of this Agreement, Licensee agrees to remove any and all of its improvements at its own expense and to repair and replace the Licensed Property to its condition as it exists on the date of this Agreement.

b. Should the Licensee and/or licensee use obstruct or impede Licensors use of the Licensed Property or its right-of-way in any way this Agreement shall immediately terminate.

c. Licensee shall not have the right to rebuild or build any other improvement on the Licensed Property or put the Licensed Property to any other uses than the licensee use.

4. Use at Licensees Risk:

The Licensee understands and agrees that the use of the Licensed Property for the purpose set forth in this Agreement is at its own risk and it will insure against all loss or damage. In the event Licensors is required to remove all improvements or structures on the Licensed Property, it has an unlimited right to do so and, if any of Licensees Property or improvements are damaged in any way, Licensee will assume the full risk of replacing or repairing the property or improvements.

5. Agreement to Indemnify:

Licensee shall indemnify and hold Licensors harmless from and against any and all loss or damage that shall be caused by the licensee use or by any wrongful or negligent act or omission of Licensee, its agents, customers or employees. Licensee agrees to maintain the area around the licensee use as well as any and all improvements placed thereon and to repair any damage to the Licensed Property. The Licensees agrees to use the License Property in a reasonable manner and in such a way that it will not interfere with Licensors use of the License Property or become a nuisance or safety hazard.

6. Notices:

Any notice provided for or concerning this Agreement shall be in writing and shall be sufficiently given when sent by United States First Class Postal Service Delivery to the addresses of the parties as listed below:

Licensors:
City of Scottsbluff
2525 Circle Drive
Scottsbluff, NE 69361
ATTN: City Clerk

Licensee:
Auto Spa, LLC
C/O Casey York
902 Mockingbird Drive
Scottsbluff, NE 69361

7. Assignment of Rights:

The rights of each party under this Agreement are personal to that party and may not be assigned or transferred to any other person, firm, corporation, or other entity. Any of Licensee's heirs or assigns shall not have the right to rely on this Agreement.

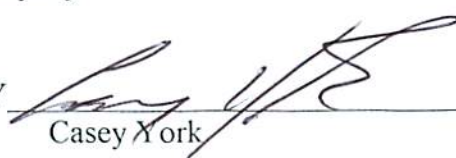
CITY OF SCOTTSBLUFF,

ATTEST:

By _____
Mayor

City Clerk

Auto Spa, LLC, a Nebraska limited liability company

BY  _____
Casey York

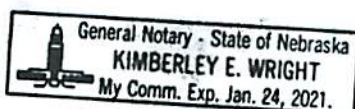
STATE OF NEBRASKA, SCOTTS BLUFF COUNTY:

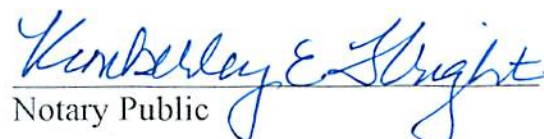
The above and foregoing License Agreement was acknowledged before me on _____, 2018, by _____, Mayor of The City of Scottsbluff, a Nebraska Municipal Corporation, on behalf of the Corporation, Licensor.

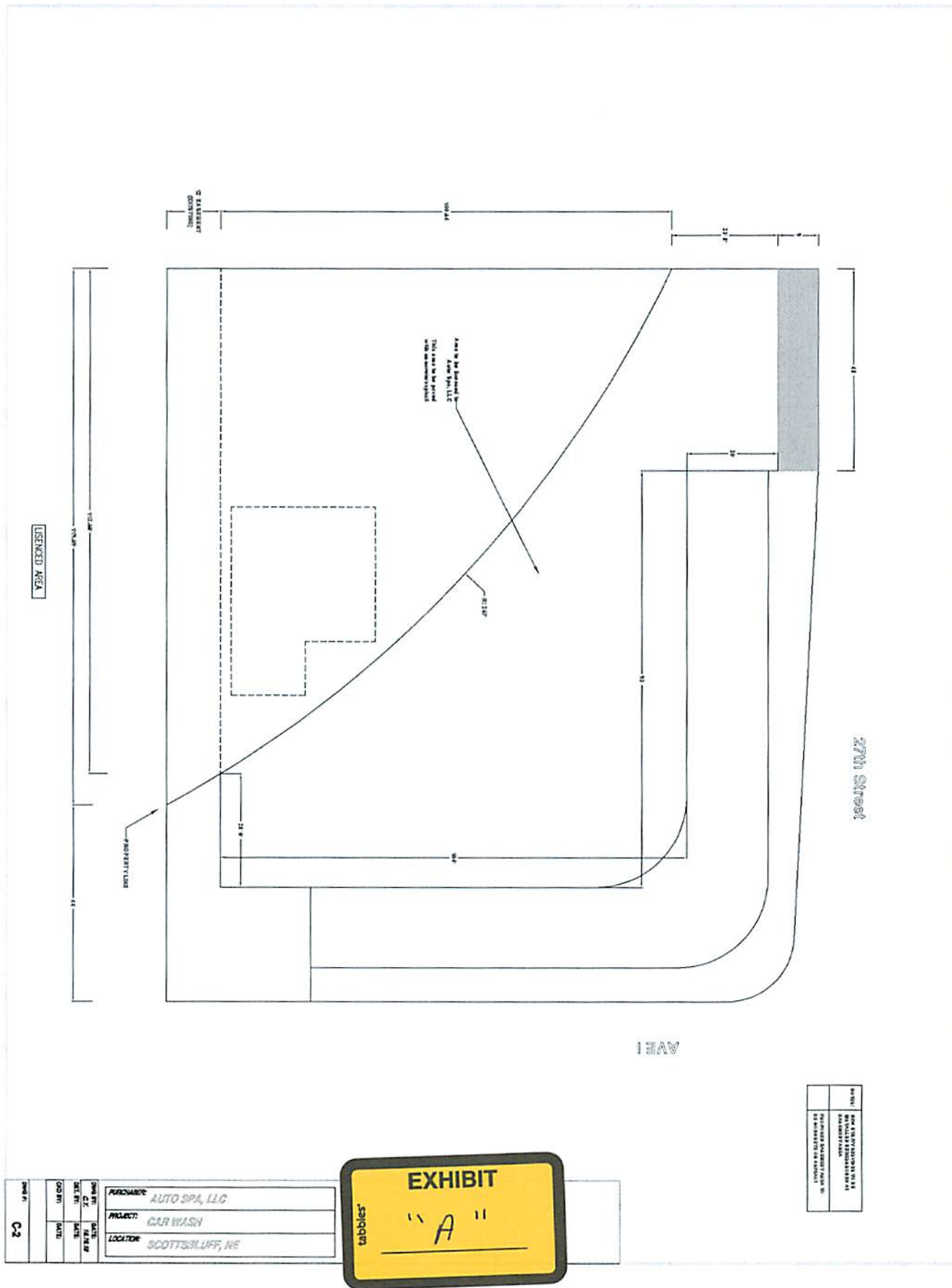
Notary Public

STATE OF NEBRASKA, SCOTTS BLUFF COUNTY:

The above and foregoing License Agreement was acknowledged before me on November 26, 2018, by Casey York, as authorized member of Auto Spa, LLC, a Nebraska limited liability company, Licensee.




Notary Public



City of Scottsbluff, Nebraska

Monday, December 3, 2018

Regular Meeting

Item Reports3

Council to consider approval of a Copier Service Contract renewal with Copier Connection, Inc. for the Water and Wastewater office copier and authorize the Mayor to execute the Contract.

Staff Contact: Nathan Johnson, City Manager

Agenda Statement

Meeting Date: December 3, 2018

AGENDA TITLE: Council to consider approval of a Copier Service Contract renewal with Copier Connection, Inc. for the Water and Wastewater office copier.

SUBMITTED BY DEPARTMENT/ORGANIZATION: Public Works

PRESENTATION BY: Nathan Johnson, City Manager

SUMMARY EXPLANATION: The contract with Copier Connection, Inc., is a full service contract on a Canon copier that includes service checks, replacement of parts, photosensitive drum, intervening service calls and labor resulting from customary and normal use. The contract fee remains the same and is based upon 36,000 copies at a rate of \$350.00 per year plus sales tax. The contract is for a 3 year period and can be terminated by either party with 30 days written notice.

BOARD/COMMISSION RECOMMENDATION:

STAFF RECOMMENDATION: Staff recommends that Council approve the copier contract renewal with Copier Connection, Inc.

Resolution ☐	Ordinance ☐	EXHIBITS Contract ☒	Minutes ☐	Plan/Map ☐
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Please provide all visual presentation materials.

Other (specify) ☐ Copier Service Contract

NOTIFICATION LIST: Yes ☐ No ☐ Further Instructions ☐

City of Scottsbluff
Office of the City Manager

Effective date: January 20, 2017

COPIER CONNECTION INC.

1912 Broadway
Scottsbluff Nebraska 69361

CANON COPIER FULL SERVICE CONTRACT

Purchased By: City of Scottsbluff Water Distribution and Reclamation Dpt.
2525 Circle Drive
Scottsbluff NE 69361

This contract will be for three years.

Contract purchased date: December 5, 2018

One each Canon copier model # IR-2530

Beginning meter reading

36,320

Copier Connection Inc. will perform all required maintenance on the copier described above as required through normal and customary usage of said copier including the following:

All service checks, replacement of damaged or worn parts, including the photosensitive drum, and all intervening service calls. Included under the terms of the contract are all charges for service labor. Service is to be performed between the hours of 8:00 A.M. and 5:00 P.M.

Monday thru Friday, excluding holidays.

This contract shall be limited to parts and labor as a result of customary and normal use of said copier. Specifically excluded from coverage under this agreement are the following:

Damage to the said copier due to negligence, accidents or misuse by purchaser, its employees or its agents, damage as a result of any crime or vandalism, damage due to the effects of fire, damage as a result of natural forces, and damage caused from the use of toner and paper that does not meet Canon specifications. Purchaser is responsible for providing adequate space and electrical wiring for the machine.

This contract does not include toner.

This contract may be terminated by either party with 30 days prior written notice. The charges for this contract are as follows:

\$350.00 per year plus \$.0095 per copy over 36,000 copies per year.

Signed and agreed this _____ Day of _____, 2018.

Title _____

Purchaser Firm Name

Copier Connection Inc.

Please return signed contract.

SCOTTSBLUFF, NEBRASKA

1912 Broadway

Scottsbluff, Nebraska 69361

SCOTTSBLUFF, NEBRASKA

City of Scottsbluff, Nebraska
1912 Broadway
Scottsbluff, Nebraska 69361

1912 Broadway

1912 Broadway

City of Scottsbluff, Nebraska
1912 Broadway
Scottsbluff, Nebraska 69361

1912 Broadway

1912 Broadway

1912 Broadway

City of Scottsbluff, Nebraska

Monday, December 3, 2018

Regular Meeting

Item Reports4

Council to consider approval of a Software Service Agreement with Sensus USA, Inc. for the FlexNet Advanced Metering Infrastructure System for meter reading and authorize the Mayor to execute the Agreement.

Staff Contact: Nathan Johnson, City Manager

Agenda Statement

Meeting Date: December 3, 2018

AGENDA TITLE: Council to consider approval of a Software Service Agreement with Sensus USA, Inc. for the FlexNet Advanced Metering Infrastructure System for meter reading.

SUBMITTED BY DEPARTMENT/ORGANIZATION: Public Works

PRESENTATION BY: Nathan Johnson, City Manager

SUMMARY EXPLANATION: CIP Wa-5 for this fiscal year includes funding for the installation of a FlexNet Advanced Metering Infrastructure System for obtaining meter readings. This new system will be able to gather meter readings throughout the City on an hourly basis.

The Agreement is for usage terms for the Sensus hosted software, technical support and terms and conditions for the Advanced Metering Infrastructure the City would purchase from Sensus through our authorized dealer, Core & Main.

The Agreement has been reviewed by legal and we are presenting it to Council for consideration.

BOARD/COMMISSION RECOMMENDATION:

STAFF RECOMMENDATION: Staff recommends that Council approve the Agreement with Sensus USA, Inc. and authorize the Mayor to execute it.

Resolution ☐	Ordinance ☐	EXHIBITS Contract ☒	Minutes ☐	Plan/Map ☐
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Please provide all visual presentation materials.

Other (specify) ☐ _____

NOTIFICATION LIST: Yes ☐ No ☐ Further Instructions ☐

City of Scottsbluff
Office of the City Manager

Effective date: January 20, 2017

Software as a Service Agreement

between

City of Scottsbluff
("Customer")

and
Sensus USA Inc.
("Sensus")

IN WITNESS WHEREOF, the parties have caused this Software as a Service ("Agreement") to be executed by their duly authorized representatives as of the day and year written below. The date of the last party to sign is the "Effective Date."

This Agreement shall commence on the Effective Date and continue for/until: 5 Years ("Initial Term"). At the end of the Initial Term, this Agreement shall automatically renew for an additional term of 5 years ("Renewal Term"). The "Term" shall refer to both the Initial Term and the Renewal Term.

Sensus USA Inc.

Customer: City of Scottsbluff

By: _____
Name: _____
Title: _____
Date: _____

By: _____
Name: _____
Title: _____
Date: _____

Contents of this Agreement:

Agreement
Exhibit A Software
Exhibit B Technical Support

Agreement

1. **General**
 - A. **Agreement Generally.** The scope of this Agreement includes usage terms for Sensus' hosted Software solution, technical support, and supporting terms and conditions for an advanced metering infrastructure solution that Customer will purchase from Sensus' authorized distributor. Customer is not paying Sensus directly for the services provided by Sensus under the Agreement; rather, Customer shall pay Sensus' authorized distributor pursuant to a separate agreement between Customer and such authorized distributor.
2. **Software.**
 - A. **Software as a Service (SaaS).** Sensus shall provide Customer with Software as a Service, as defined in Exhibit A, only so long as Customer is current in its payments for such services.
 - B. **UCITA.** To the maximum extent permitted by law, the Parties agree that the Uniform Computer Information Transaction Act as enacted by any state shall not apply, in whole or in part, to this Agreement.
3. **Spectrum**
 - A. **Spectrum Lease.** The parties previously entered into a spectrum manager lease on 9/22/2014 (the "Spectrum Lease"), which is hereby specifically incorporated by reference.
4. **Equipment.**
 - A. **Purchase of Equipment.** Customer shall purchase all Field Devices, RF Field Equipment, and other goods (collectively, "Equipment") from Sensus' authorized distributor pursuant to the terms and conditions (including any warranties on such Equipment) agreed by Customer and Sensus' authorized distributor. This Agreement shall not affect any terms and conditions, including any warranty terms, agreed by Customer and Sensus' authorized distributor. If Customer elects to purchase any equipment or services directly from Sensus, or if Customer pays any fees or other costs to Sensus, then Sensus' Terms of Sale shall apply. The "Terms of Sale" are available at: <https://www.sensus.com/tc>, or 1-800-METER-IT
 - B. **THERE ARE NO WARRANTIES IN THIS AGREEMENT, EXPRESS OR IMPLIED. SENSUS EXPRESSLY DISCLAIMS ANY AND ALL REPRESENTATIONS, WARRANTIES AND/OR CONDITIONS, EXPRESSED, IMPLIED, STATUTORY OR OTHERWISE, REGARDING ANY MATTER IN CONNECTION WITH THIS AGREEMENT, INCLUDING WITHOUT LIMITATION, WARRANTIES AS TO FITNESS FOR A PARTICULAR PURPOSE, MERCHANTABILITY, NON-INFRINGEMENT AND TITLE.**
5. **Services.**
 - A. **Installation of Equipment.** Installation services for Field Devices, other goods, and RF Field Equipment will be as agreed between the Customer and Sensus' authorized distributor. Sensus will not provide installation services pursuant to this Agreement
 - B. **Technical Support.** Sensus shall provide Customer the technical support set forth in Exhibit B.
 - C. **Project Management.** Sensus' authorized distributor will provide project management services to Customer. Any project management of the FlexNet System provided by Sensus shall be subject to a separate agreement which describes the scope and pricing for such work.
 - D. **Training.** Sensus' authorized distributor will provide Customer with training on the use of the FlexNet System. Any training provided by Sensus shall be subject to a separate agreement which describes the scope and pricing for such work.
 - E. **IT Systems Integration Services.** Except as may otherwise be provided herein, integration of the Software into Customer's new or existing internal IT systems is not included in this Agreement. Any integration work shall be subject to a separate agreement which describes the scope and pricing for such work.
6. **General Terms and Conditions.**
 - A. **Infringement Indemnity.** Sensus shall indemnify and hold harmless Customer from and against any judgment by a court of competent jurisdiction or settlement reached from any litigation instituted against Customer in the United States by a third party which alleges that the AMI System provided hereunder infringes upon the patents or copyrights of such third party, provided that Sensus shall have the right to select counsel in such proceedings and control such proceedings. Notwithstanding the foregoing, Sensus shall have no liability under this indemnity unless Customer cooperates with and assists Sensus in any such proceedings and gives Sensus written notice of any claim hereunder within fourteen (14) days of receiving it. Further, Sensus shall have no liability hereunder if such claim is related to: (i) any change, modification or alteration made to the AMI System by Customer or a third party, (ii) use of the AMI System in combination with any goods or services not provided by Sensus hereunder, (iii) Customer's failure to use the most recent version of the Software or to otherwise take any corrective action as reasonably directed by Sensus, (iv) compliance by Sensus with any designs, specifications or instructions provided by Customer or compliance by Sensus with an industry standard, or (v) any use of the AMI System other than for the Permitted Use. In the event the AMI System is adjudicated to infringe a patent or copyright of a third party and its use is enjoined, or, if in the reasonable opinion of Sensus, the AMI System is likely to become the subject of an infringement claim, Sensus, at its sole discretion and expense, may: (i) procure for Customer the right to continue using the AMI System or (ii) modify or replace the AMI System so that it becomes non-infringing. THIS SECTION STATES CUSTOMER'S SOLE AND EXCLUSIVE REMEDY AND SENSUS' ENTIRE LIABILITY FOR ANY CLAIM OF INFRINGEMENT.
 - B. **Limitation of Liability.** Sensus' aggregate liability in any and all causes of action arising under, out of or in relation to this Agreement, its negotiation, performance, breach or termination (collectively "Causes of Action") shall not exceed the greater of: (a) the total amount paid by Customer directly to Sensus under this Agreement; or (b) ten thousand US dollars (USD 10,000.00). This is so whether the Causes of Action are in tort, including, without limitation, negligence or strict liability, in contract, under statute or otherwise. As separate and independent limitations on liability, Sensus' liability shall be limited to direct damages. Sensus shall not be liable for: (i) any indirect, incidental, special or consequential damages; nor (ii) any revenue or profits lost by Customer or its Affiliates from any End User(s), irrespective whether such lost revenue or profits is categorized as direct damages or otherwise; nor (iii) any In/Out Costs; nor (v) damages arising from maincase or bottom plate breakage caused by freezing temperatures, water hammer conditions, or excessive water pressure. The limitations on liability set forth in this Agreement are fundamental inducements to Sensus entering into this Agreement. They apply unconditionally and in all respects. They are to be interpreted broadly so as to give Sensus the maximum protection permitted under law.
 - C. **Termination.** Either party may terminate this Agreement earlier if the other party commits a material breach of this Agreement and such material breach is not cured within forty-five (45) days of written notice by the other party. Upon any expiration or termination of this Agreement, Sensus' and Customer's obligations hereunder shall cease and the Software License and Spectrum Lease shall immediately cease.
 - D. **Force Majeure.** If either party becomes unable, either wholly or in part, by an event of Force Majeure, to fulfill its obligations under this Agreement, the obligations affected by the event of Force Majeure will be suspended during the continuance of that inability. The party affected by the force majeure will take reasonable steps to mitigate the Force Majeure.
 - E. **Intellectual Property Rights.**
 - i. **Software and Materials.** No Intellectual Property is assigned to Customer hereunder. Excluding Customer Data, Sensus shall own or continue to own all

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- right, title, and interest in and to the Intellectual Property associated with the Software and related documentation, including any derivations and/or derivative works (the "Sensus IP"). To the extent, if any, that any ownership interest in and to such Sensus IP does not automatically vest in Sensus by virtue of this Agreement or otherwise, and instead vests in Customer, Customer agrees to grant and assign and hereby does grant and assign to Sensus all right, title, and interest that Customer may have in and to such Sensus IP. Customer agrees not to reverse engineer any Sensus Products purchased or provided hereunder.
- ii. **Customer Data.** Notwithstanding the prior paragraph, as between Customer and Sensus, Customer remains the owner of all right, title or interest in or to any Customer Data. "Customer Data" means solely usage data collected by the Field Devices. To avoid doubt, Customer Data does not include non-End User usage data collected by the Field Devices, Software, or AMI System, such as network and equipment status information or the like.
 - iii. **Consent to Use of Customer Data.** Customer hereby irrevocably grants to Sensus a royalty-free, non-exclusive, irrevocable right and license to access, store, and use such Customer Data and any other data or information provided to Sensus, to (1) provide the Service; (2) analyze and improve the Service; (3) analyze and improve any Sensus or affiliate equipment, software, or service; or (4) for any other internal use. As used herein, "Service" means Sensus' obligations under this Agreement.
 - iv. **Access to Customer Data.** Within 45 days of Customer's written request, Sensus will provide Customer a copy of the previous 24 months CMEP interval file and deliver the file to a drop location specified by Customer.
- F. **Data Privacy.** Customer acknowledges that Sensus and its Affiliates (collectively, "Xylem") will collect and process personal data for the purposes outlined in this Agreement. Xylem's data privacy policy is available at <https://www.xylem.com/en-us/support/privacy/>. Customer acknowledges that it has read and understood Xylem's privacy policy and agrees to the use of personal data outlined therein. The collection and use of personal data by Customer is Customer's responsibility.
- G. **Confidentiality.** Except as may be required under applicable law, court order, or regulation, or to the extent required to perform and enforce this Agreement, both parties shall (and shall cause their employees and contractors to) keep all Confidential Information strictly confidential and shall not disclose it to any third party. The Confidential Information may be transmitted orally, in writing, electronically or otherwise observed by either party. Notwithstanding the foregoing, "Confidential Information" shall not include: (i) any information that is in the public domain other than due to Recipient's breach of this Agreement; (ii) any information in the possession of the Recipient without restriction prior to disclosure by the Discloser; or (iii) any information independently developed by the Recipient without reliance on the information disclosed hereunder by the Discloser. "Discloser" means either party that discloses Confidential Information, and "Recipient" means either party that receives it.
- H. **Compliance with Laws.** Customer shall comply with all applicable country, federal, state, and local laws and regulations, as set forth at the time of acceptance and as may be amended, changed, or supplemented. Customer shall not take any action, or permit the taking of any action by a third party, which may render Sensus liable for a violation of applicable laws.
- i. **Export Control Laws.** Customer shall: (i) comply with all applicable U.S. and local laws and regulations governing the use, export, import, re-export, and transfer of products, technology, and services; and (ii) obtain all required authorizations, permits, and licenses. Customer shall immediately notify Sensus, and immediately cease all activities with regards to the applicable transaction, if the Customer knows or has a reasonable suspicion that the equipment, software, or services provided hereunder may be directed to countries in violation of any export control laws. By ordering equipment, software or services, Customer certifies that it is not on any U.S. government export exclusion list.
 - ii. **Anti-Corruption Laws.** Customer shall comply with the United States Foreign Corrupt Practices Act (FCPA), 15 U.S.C. §§ 78dd-1, et seq.; laws and regulations implementing the OECD's Convention on Combating Bribery of Foreign Public Officials in International Business Transactions; the U.N. Convention Against Corruption; the Inter-American Convention Against Corruption; and any other applicable laws and regulations relating to anti-corruption in the Customer's country or any country where performance of this Agreement, or delivery or use of equipment, software or services will occur.
- I. **Non-Waiver of Rights.** A waiver by either party of any breach of this Agreement or the failure or delay of either party to enforce any of the articles or other provisions of this Agreement will not in any way affect, limit or waive that party's right to enforce and compel strict compliance with the same or other articles or provisions.
- J. **Assignment and Sub-contracting.** Either party may assign, transfer or delegate this Agreement without requiring the other party's consent; (i) to an Affiliate; (ii) as part of a merger; or (iii) to a purchaser of all or substantially all of its assets. Apart from the foregoing, neither party may assign, transfer or delegate this Agreement without the prior written consent of the other, which consent shall not be unreasonably withheld. Furthermore, Customer acknowledges Sensus may use subcontractors to perform RF Field Equipment Installation, the systems integration work (if applicable), or project management (if applicable), without requiring Customer's consent.
- K. **Amendments.** No alteration, amendment, or other modification shall be binding unless in writing and signed by both Customer and by a vice president (or higher) of Sensus.
- L. **Governing Law and Dispute Resolution.** This Agreement shall be governed by, construed and enforced in accordance with the laws of the State of Nebraska. Any and all disputes arising under, out of, or in relation to this Agreement, its negotiation, performance or termination ("Disputes") shall first be resolved by mediation between the Parties. TO THE MAXIMUM EXTENT PERMITTED BY LAW, THE PARTIES AGREE TO A BENCH TRIAL AND THAT THERE SHALL BE NO JURY IN ANY DISPUTES.
- M. **Survival.** The provisions of this Agreement that are applicable to circumstances arising after its termination or expiration shall survive such termination or expiration.
- N. **Severability.** In the event any provision of this Agreement is held to be void, unlawful or otherwise unenforceable, that provision will be severed from the remainder of the Agreement and replaced automatically by a provision containing terms as nearly like the void, unlawful, or unenforceable provision as possible; and the Agreement, as so modified, will continue to be in full force and effect.
- O. **Four Corners.** This written Agreement, including all of its exhibits and the Spectrum Lease, represents the entire understanding between and obligations of the parties and supersedes all prior understandings, agreements, negotiations, and proposals, whether written or oral, formal or informal between the parties. Any additional writings shall not modify any limitations or remedies provided in the Agreement. There are no other terms or conditions, oral, written, electronic or otherwise. There are no implied obligations. All obligations are specifically set forth in this Agreement. Further, there are no representations that induced this Agreement that are not included in it. The ONLY operative provisions are set forth in writing in this Agreement. Without limiting the generality of the foregoing, no purchase order placed by or on behalf of Customer shall alter any of the terms of this Agreement. The parties agree that such documents are for administrative purposes only, even if they have terms and conditions printed on them and even if and when they are accepted and/or processed by Sensus. Any goods, software or services delivered or provided in anticipation of this Agreement (for e.g., as part of a pilot or because this Agreement has not yet been signed but the parties have begun the deployment) under purchase orders placed prior to the execution of this Agreement are governed by this Agreement upon its execution and it replaces and supersedes any such purchase orders.
- P. **Counterparts.** This Agreement may be executed in any number of counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument. Additionally, this Agreement may be executed by facsimile or electronic copies, all of which shall be considered an original for all purposes.
7. **Definitions.** As used in this Agreement, the following terms shall have the following meanings:
- A. "Affiliate" of a party means any other entity controlling, controlled by, or under common control with such party, where "control" of an entity means the ownership, directly or indirectly, of 50% or more of either; (i) the shares or other equity in such entity; or (ii) the voting rights in such entity.

- B. **"Confidential Information"** means any and all non-public information of either party, including all technical information about either party's products or services, pricing information, marketing and marketing plans, Customer's End Users' data, FlexNet System performance, FlexNet System architecture and design, FlexNet System software, other business and financial information of either party, and all trade secrets of either party.
- C. **"End User"** means any end user of electricity, water, and/or gas (as applicable) that pays Customer for the consumption of electricity, water, and/or gas, as applicable.
- D. **"Field Devices"** means the SmartPoint Modules.
- E. **"FlexNet Base Station"** identifies the Sensus manufactured device consisting of one transceiver, to be located on a tower that receives readings from the SmartPoint Modules (either directly or via an R100 unit) by radio frequency and passes those readings to the RNI by TCP/IP backhaul communication. For clarity, FlexNet Base Stations include Metro Base Stations.
- F. **"FlexNet System"** is comprised of the SmartPoint Modules, RF Field Equipment, Server Hardware, software licenses, Spectrum Lease, and other equipment provided to Customer hereunder. The FlexNet System only includes the foregoing, as provided by Sensus. The FlexNet System does not include goods, equipment, software, licenses or rights provided by a third party or parties to this Agreement.
- G. **"Force Majeure"** means an event beyond a party's reasonable control, including, without limitation, acts of God, hurricane, flood, volcano, tsunami, tornado, storm, tempest, mudslide, vandalism, illegal or unauthorized radio frequency interference, strikes, lockouts, or other industrial disturbances, unavailability of component parts of any goods provided hereunder, acts of public enemies, wars, blockades, insurrections, riots, epidemics, earthquakes, fires, restraints or prohibitions by any court, board, department, commission or agency of the United States or any States, any arrests and restraints, civil disturbances and explosion.
- H. **"Hosted Software"** means those items listed as an Application in Exhibit A.
- I. **"In/Out Costs"** means any costs and expenses incurred by Customer in transporting goods between its warehouse and its End User's premises and any costs and expenses incurred by Customer in installing, uninstalling and removing goods.
- J. **"Intellectual Property"** means patents and patent applications, inventions (whether patentable or not), trademarks, service marks, trade dress, copyrights, trade secrets, know-how, data rights, specifications, drawings, designs, maskwork rights, moral rights, author's rights, and other intellectual property rights, including any derivations and/or derivative works, as may exist now or hereafter come into existence, and all renewals and extensions thereof, regardless of whether any of such rights arise under the laws of the United States or of any other state, country or jurisdiction, any registrations or applications thereof, and all goodwill pertinent thereto.
- K. **"LCM"** identifies the load control modules.
- L. **"Ongoing Fee"** means the annual or monthly fees, as applicable, to be paid by Customer to Sensus' authorized distributor during the Term of this Agreement.
- M. **"Patches"** means patches or other maintenance releases of the Software that correct processing errors and other faults and defects found previous versions of the Software. For clarity, Patches are not Updates or Upgrades.
- N. **"Permitted Use"** means only for reading and analyzing data from Customer's Field Devices in the Service Territory. The Permitted Use does not include reading third devices not provided by Sensus or reading Field Devices outside the Service Territory.
- O. **"R100 Unit"** identifies the Sensus standalone, mounted transceiver that takes the radio frequency readings from the SmartPoint Modules and relays them by radio frequency to the relevant FlexNet Base Station or directly to the RNI by TCP/IP backhaul communication, as the case may be.
- P. **"Release"** means both Updates and Upgrades.
- Q. **"Remote Transceiver"** identifies the Sensus standalone, mounted relay device that takes the radio frequency readings from the SmartPoint Modules and relays them directly to the RNI by TCP/IP backhaul communication.
- R. **"RF Field Equipment"** means, collectively, FlexNet Base Stations, R100 units (if any) and Remote Transceivers (if any).
- S. **"RNI"** identifies the regional network interfaces consisting of hardware and software used to gather, store, and report data collected by the FlexNet Base Stations from the SmartPoint Modules. The RNI hardware specifications will be provided by Sensus upon written request from Customer.
- T. **"RNI Software"** identifies the Sensus proprietary software used in the RNI and any Patches, Updates, and Upgrades that are provided to Customer pursuant to the terms of this Agreement.
- U. **"Service Territory"** identifies the geographic area where Customer utilizes Sensus equipment to provide services to End Users as of the Effective Date. This area will be described on the propagation study in the parties' Spectrum Lease filing with the FCC.
- V. **"Server Hardware"** means the RNI hardware.
- W. **"SmartPoint™ Modules"** identifies the Sensus transmission devices installed on devices such as meters, distribution automation equipment and demand/response devices located at Customer's End Users' premises that communicate with the relevant devices and transmit those communications by radio frequency to the relevant piece of RF Field Equipment.
- X. **"Software"** means all the Sensus proprietary software provided pursuant to this Agreement, and any Patches, Updates, and Upgrades that are provided to Customer pursuant to the terms of this Agreement. The Software does not include any third party software.
- Y. **"Updates"** means releases of the Software that constitute a minor improvement in functionality.
- Z. **"Upgrades"** means releases of the Software which constitute a significant improvement in functionality or architecture of the Software.
- AA. **"WAN Backhaul"** means the communication link between FlexNet Base Stations and Remote Transceivers and RNI.

**Exhibit A
Software**

Software as a Service

1. Description of Services.

This exhibit contains the details of the Software as a Service that Sensus shall provide to Customer if both: (i) pricing for the application of Software as a Service has been provided to the Customer; and (ii) the Customer is current in its payments to Sensus' authorized distributor for such application of Software as a Service.

A. Software as a Service Generally.

Software as a Service is a managed service in which Sensus will be responsible for the day-to-day monitoring, maintenance, management, and supporting of Customer's software applications. In a Software as a Service solution, Sensus owns all components of the solution (server hardware, storage, network equipment, Sensus software, and all third-party software) required to run and operate the application. These software applications consist of the following (each an "Application"):

- Sensus Analytics
 - Enhanced Package

The managed application systems consist of the hardware, Sensus Software, and other third-party software that is required to operate the software applications. Each Application will have a production, and Disaster Recovery (as described below) environment. Test environments are not provided unless otherwise specifically agreed by Sensus in writing. Sensus will manage the Applications by providing 24 x 7 x 365 monitoring of the availability and performance of the Applications.

B. Use of Software as a Service. Subject to the terms of this Agreement, Sensus shall make Software as a Service available to Customer to access and use solely for the Permitted Use and solely for so long as Customer is current in its payments to Sensus or its authorized distributor for Software as a Service. The Software as a Service term commences on the date that Sensus first makes Software as a Service available to Customer for use, and ends upon the earlier of: (i) the expiration or termination of the Agreement; (ii) breach by Customer of this exhibit or the Agreement; or (iii) Customer's termination of Software as a Service as set forth in paragraph (C) below.

C. Termination of Software as a Service. Customer shall have the option at any time before the end of the Term to terminate any Application by giving Sensus one hundred twenty (120) days prior written notice. Such notice, once delivered to Sensus, is irrevocable. Should Customer elect to terminate any Application, Customer acknowledges that: (a) Customer shall pay all applicable fees, including any unpaid Software as a Service fees due in the current calendar year plus a seven percent (7%) early termination fee, where such fee is calculated based on the annual Software as a Service fee due in the current calendar year; and (b) Software as a Service for such Application shall immediately cease. If Customer elects to terminate the RNI Application in the Software as a Service environment but does not terminate the Agreement generally, then upon delivery of the notice to Sensus, Customer shall purchase the necessary (a) RNI hardware from a third party and (b) RNI software license at Sensus' then-current pricing. No portion of the Software as a Service fees shall be applied to the purchase of the RNI hardware or software license.

D. Software as a Service means only the following services:

- i. Sensus will provide the use of required hardware, located at Sensus' or a third-party's data center facility (as determined by Sensus), that is necessary to operate the Application.
- ii. Sensus will provide production and disaster recovery environments for Application.
- iii. Sensus will provide patches, updates, and upgrades to latest Sensus Hosted Software release.
- iv. Sensus will configure and manage the equipment (server hardware, routers, switches, firewalls, etc.) in the data centers:
 - (a) Network addresses and virtual private networks (VPN)
 - (b) Standard time source (NTP or GPS)
 - (c) Security access points
 - (d) Respond to relevant alarms and notifications
- v. Capacity and performance management. Sensus will:
 - (a) Monitor capacity and performance of the Application server and software applications 24x7x365 using KPI metrics, thresholds, and alerts to proactively identify any potential issues related to system capacity and/or performance (i.e. database, backspool, logs, message broker storage, etc.)
 - (b) If an issue is identified to have a potential impact to the system, Sensus will open an incident ticket and manage the ticket through resolution per Exhibit B, Technical Support.
 - (c) Manage and maintain the performance of the server and perform any change or configuration to the server, in accordance to standard configuration and change management policies and procedures.
 - (d) Manage and maintain the server storage capacity and performance of the Storage Area Network (SAN), in accordance to standard configuration and change management policies and procedures.
 - (e) Exceptions may occur to the system that require Sensus to take immediate action to maintain the system capacity and performance levels, and Sensus has authority to make changes without Customer approval as needed, in accordance to standard configuration and change management policies and procedures.
- vi. Database management. Sensus will:
 - (a) Define data retention plan and policy.
 - (b) Monitor space and capacity requirements.
 - (c) Respond to database alarms and notifications.
 - (d) Install database software upgrades and patches.
 - (e) Perform routine database maintenance and cleanup of database to improve capacity and performance, such as rebuilding indexes, updating indexes, consistency checks, run SQL query/agent jobs, etc.
- vii. Incident and Problem Management. Sensus will:
 - (a) Proactively monitor managed systems (24x7x365) for key events and thresholds to proactively detect and identify incidents.
 - (b) Respond to incidents and problems that may occur to the Application(s).
 - (c) Maintain policies and procedures for responding to incidents and performing root cause analysis for ongoing problems.
 - (d) Correlate incidents and problems where applicable.
 - (e) Sensus personnel will use the Salesforce Self Service Portal to document and track incidents.

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- (f) In the event that Sensus personnel is unable to resolve an issue, the issue will be escalated to the appropriate Subject Matter Expert (SME).
- (g) Maintain responsibility for managing incident and problems through resolution and will coordinate with Customer's personnel and/or any required third-party vendor to resolve the issue.
- (h) Provide telephone support consistent with Exhibit B, Technical Support in the case of undetected events.
- viii. Security Management. Sensus will:
 - (a) Monitor the physical and cyber security of the server and Application(s) 24x7x365 to ensure system is highly secure in accordance with NIST Security Standards.
 - (b) Perform active intrusion prevention and detection of the data center network and firewalls, and monitor logs and alerts.
 - (c) Conduct period penetration testing of the network and data center facilities.
 - (d) Conduct monthly vulnerability scanning by both internal staff and external vendors.
 - (e) Perform Anti-Virus and Malware patch management on all systems.
 - (f) Install updates to virus protection software and related files (including Virus signature files and similar files) on all servers from the update being generally available from the anti-virus software provider.
 - (g) Respond to any potential threat found on the system and work to eliminate Virus or Malware found.
 - (h) Adhere to and submit certification to NERC/CIP Cyber Security standards.
 - (i) Monitors industry regulation/standards regarding security – NERC, FERC, NIST, OpenSG, etc. through the dedicated Sensus Security team.
 - (j) Provide secure web portal access (SSL) to the Application(s).
- ix. Backup and Disaster Recovery Management. Sensus will:
 - (a) Perform daily backups of data providing one (1) year of history for auditing and restoration purposes.
 - (b) Back-up and store data (on tapes or other storage media as appropriate) off-site to provide protection against disasters and to meet file recovery needs.
 - (c) Conduct incremental and full back-ups to capture data, and changes to data, on the Application(s).
 - (d) Replicate the Application(s) environments to a geographically separated data center location to provide a full disaster recovery environment for the Application production system.
 - (e) Provide disaster recovery environment and perform fail-over to DR environment within forty-eight (48) hours of declared event.
 - (f) Generate a report following each and any disaster measuring performance against the disaster recovery plan and identification of problem areas and plans for resolution.
 - (g) Maintain a disaster recovery plan. In the event of a disaster, Sensus shall provide the services in accordance with the disaster recovery plan.
 - (h) In the case of a disaster and loss of access to or use of the Application, Sensus would use commercially reasonable efforts per the Recovery Time Objectives and Recovery Point Objectives specified herein to restore operations at the same location or at a backup location within forty-eight (48) hours.
 - (i) The Application shall have a Recovery Time Objective (RTO) of forty-eight (48) hours.
 - (j) The Recovery Point Objective (RPO) shall be a full recovery of the Application(s), with an RPO of one (1) hours, using no more than a twenty-four (24) hour old backup. All meter-related data shall be pushed from each Base Station/TGB restoring the database to real-time minus external interfaced systems from the day prior.
 - (k) Data from external interfaced systems shall be recreated within a forty-eight (48) hour period with the assistance of Customer personnel and staff, as needed.
- E. Customer Responsibilities:
 - i. Coordinate and schedule any changes submitted by Sensus to the system in accordance with standard configuration and change management procedures.
 - ii. Participate in all required configuration and change management procedures.
 - iii. Customer will log incidents related to the managed Application with Sensus personnel via email, web portal ticket entry, or phone call.
 - iv. Responsible for periodic processing of accounts or readings (i.e., billing files) for Customer's billing system for billing or other analysis purposes.
 - v. Responsible for any field labor to troubleshoot any SmartPoint modules or smart meters in the field in populations that have been previously deployed and accepted.
 - vi. First response labor to troubleshoot FlexNet Base Station, R100s, Remote Transceivers or other field network equipment.
 - vii. Responsible for local area network configuration, management, and support.
 - viii. Identify and research problems with meter reads and meter read performance.
 - ix. Create and manage user accounts.
 - x. Customize application configurations.
 - xi. Support application users.
 - xii. Investigate application operational issues (e.g., meter reads, reports, alarms, etc.).
 - xiii. Respond to alarms and notifications.
 - xiv. Perform firmware upgrades over-the-air, or delegate and monitor field personnel for on-site upgrades.
- F. Software as a Service does not include any of the following services:
 - i. Parts or labor required to repair damage to any field network equipment that is the result of a Force Majeure event.
 - ii. Any integration between applications, such as Harris MeterSense, would require a Professional Services contract agreement to be scoped, submitted, and agreed in a signed writing between Sensus and all the applicable parties.

If an item is not listed in subparagraphs in item (D) above, such item is excluded from the Software as a Service and is subject to additional pricing.

2. Further Agreements

A. System Uptime Rate.

- i. Sensus (or its contractor) shall manage and maintain the Application(s) on computers owned or controlled by Sensus (or its contractors) and shall provide Customer access to the managed Application(s) via internet or point to point connection (i.e., Managed-Access use), according to the terms below. Sensus endeavors to maintain an average System Uptime Rate equal to ninety-nine (99.0) per Month (as defined below). The System Uptime Rate, cumulative across all Applications, shall be calculated as follows:

$$\text{System Uptime Rate} = 100 \times \frac{\text{TMO} - \text{Total Non-Scheduled Downtime minutes in the Month}}{\text{TMO}}$$

- ii. **Calculations**
 - a. **Targeted Minutes of Operation** or **TMO** means total minutes cumulative across all Applications in the applicable month minus the Scheduled Downtime in the Month.
 - b. **Scheduled Downtime** means the number of minutes during the Month, as measured by Sensus, in which access to any Application is scheduled to be unavailable for use by Customer due to planned system maintenance. Sensus shall provide Customer notice (via email or otherwise) at least seven (7) days in advance of commencement of the Scheduled Downtime.
 - c. **Non-Scheduled Downtime** means the number of minutes during the Month, as measured by Sensus, in which access to any Application is unavailable for use by Customer due to reasons other than Scheduled Downtime or the Exceptions, as defined below (e.g., due to a need for unplanned maintenance or repair).
 - iii. **Exceptions. Exceptions** mean the following events:
 - Force Majeure
 - Emergency Work, as defined below; and
 - Lack of Internet Availability, as described below.
 - a. **Emergency Work.** In the event that Force Majeure, emergencies, dangerous conditions or other exceptional circumstances arise or continue during TMO, Sensus shall be entitled to take any actions that Sensus, in good faith, determines is necessary or advisable to prevent, remedy, mitigate, or otherwise address actual or potential harm, interruption, loss, threat, security or like concern to any of the Application(s) ("**Emergency Work**"). Such Emergency Work may include, but is not limited to: analysis, testing, repair, maintenance, re-setting and other servicing of the hardware, cabling, networks, software and other devices, materials and systems through which access to and/or use of the Application(s) by the Customer is made available (the "**Managed Systems**"). Sensus shall endeavor to provide advance notice of such Emergency Work to Customer when practicable and possible.
 - b. **Lack of Internet Availability.** Sensus shall not be responsible for any deterioration of performance attributable to latencies in the public Internet or point-to-point network connection operated by a third party. Customer expressly acknowledges and agrees that Sensus does not and cannot control the flow of data to or from Sensus' networks and other portions of the Internet, and that such flow depends in part on the performance of Internet services provided or controlled by third parties, and that at times, actions or inactions of such third parties can impair or disrupt data transmitted through, and/or Customer's connections to, the Internet or point-to-point data connection (or portions thereof). Although Sensus will use commercially reasonable efforts to take actions Sensus may deem appropriate to mitigate the effects of any such events, Sensus cannot guarantee that such events will not occur. Accordingly, Sensus disclaims any and all liability resulting from or relating to such events.
 - B. **Data Center Site-Security.** Although Sensus may modify such security arrangements without consent or notice to Customer, Customer acknowledges the following are the current arrangements regarding physical access to and support of the primary hardware components of the Managed Systems:
 - i. The computer room(s) in which the hardware is installed is accessible only to authorized individuals.
 - ii. Power Infrastructure includes one or more uninterruptible power supply (UPS) devices and diesel generators or other alternative power for back-up electrical power.
 - iii. Air-conditioning facilities (for humidity and temperature controls) are provided in or for such computer room(s) and can be monitored and adjusted for humidity and temperature settings and control. Such air systems are supported by redundant, back-up and/or switch-over environmental units.
 - iv. Such electrical and A/C systems are monitored on an ongoing basis and personnel are available to respond to system emergencies (if any) in real time.
 - v. Dry pipe pre-action fire detection and suppression systems are provided.
 - vi. Data circuits are available via multiple providers and diverse paths, giving access redundancy.
 - C. **Responsibilities of Customer.**
 - i. Customer shall promptly pay all Software as a Service fees.
 - ii. Customer may not (i) carelessly, knowingly, intentionally or maliciously threaten, disrupt, harm, abuse or interfere with the Application(s), Managed Systems or any of their functionality, performance, security or integrity, nor attempt to do so; (ii) impersonate any person or entity, including, but not limited to, Sensus, a Sensus employee or another user; or (iii) forge, falsify, disguise or otherwise manipulate any identification information associated with Customer's access to or use of the Application(s).
 - iii. The provisioning, compatibility, operation, security, support, and maintenance of Customer's hardware and software ("**Customer's Systems**") is exclusively the responsibility of Customer. Customer is also responsible, in particular, for correctly configuring and maintaining (i) the desktop environment used by Customer to access the Application(s) managed by Sensus; and (ii) Customer's network router and firewall, if applicable, to allow data to flow between the Customer's Systems and Sensus' Managed Systems in a secure manner via the public Internet.
 - iv. Upon receiving the system administrator account from Sensus, Customer shall create username and passwords for each of Customer's authorized users and complete the applicable Sensus registration process (Authorized Users). Such usernames and passwords will allow Authorized Users to access the Application(s). Customer shall be solely responsible for maintaining the security and confidentiality of each user ID and password pair associated with Customer's account, and Sensus will not be liable for any loss, damage or liability arising from Customer's account or any user ID and password pairs associated with Customer. Customer is fully responsible for all acts and omissions that occur through the use of Customer's account and any user ID and password pairs. Customer agrees (i) not to allow anyone other than the Authorized Users to have any access to, or use of Customer's account or any user ID and password pairs at any time; (ii) to notify Sensus immediately of any actual or suspected unauthorized use of Customer's account or any of such user ID and password pairs, or any other breach or suspected breach of security, restricted use or confidentiality; and (iii) to take the Sensus-recommended steps to log out from and otherwise exit the Application(s) and Managed Systems at the end of each session. Customer agrees that Sensus shall be entitled to rely, without inquiry, on the validity of the user accessing the Application(s) application through Customer's account, account ID, usernames or passwords.
 - v. Customer shall be responsible for the day-to-day operations of the Application(s) and AMI System. This includes, without limitation, (i) researching problems with meter reads and system performance, (ii) creating and managing user accounts, (iii) customizing application configurations, (iv) supporting application users, (v) investigating application operational issues, (vi) responding to alarms and notifications, and (vii) performing over-the-air commands (such as firmware updates or configuration changes).
3. **Sensus Analytics**
Sensus Analytics is a cloud-based solution and data platform that allows storage and retrieval of raw reads and data from other sources for analysis, exportation, and inquiry or reporting. The platform provides applications and reporting capabilities.
- A. **Essential Package.** The Essential Package of the Sensus Analytics Application shall consist of the following modules:
 - i. **Device Access**
 - a. Allows search for meter details by using data imported from the billing system or the Sensus Device ID or AMI ID.
 - b. Allows a view of the meter interval or register reads.

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- c. Meter data is available to be copied, printed, or saved to certain user programs or file formats, specifically CSV, PDF, and Spreadsheet.
 - d. Allows the current and historical data to be viewed.
 - e. Allows the current usage to be compared to historical distribution averages.
 - f. Allows the user to see the meter location on a map view.
 - g. Allows notifications for an event on a single meter to be forwarded to a Customer employee.
 - h. Allows details to be viewed about a meter – (dependent on the data integrated from other systems).
 - ii. Meter Insight (provides the following)
 - a. # of active meters.
 - b. # of orphaned meters with drill down to the list of meters.
 - c. # of inactive meters with usage drill down to the list of meters.
 - d. # of stale meters with drill down to the list of meters.
 - e. # of almost stale meters with drill down to the list of meters.
 - f. # of meters where no read is available with drill down to the list of meters.
 - g. # of meters with maximum threshold exceptions with drill down to the list of meters.
 - h. # of meters with minimum threshold exceptions with drill down to the list of meters.
 - i. # of unknown radios with drill down to the list of meters.
 - iii. Report Access
 - a. Allows the user to see meter alarms and choose a report from a list of standard reports.
 - b. Master Route Register Reads: Shows the latest reads for all meters within specified time window.
 - c. Meter Route Intervals Reads: Allows users to inspect intervals of a single meter over a period of time.
 - d. Master Route No Readings: List all meters that are active in the system, but have not been sending reads within the specified time window.
 - e. Consumption Report: List meters' consumption based on meter readings within the specified time window.
 - f. Zero Consumption for Period: List meters whose readings do not change over a period of time.
 - g. Negative Consumption: Shows the number of occurrences and readings of negative consumption for the last 24hr, 48hr and 72hr from the entered roll up date.
 - h. High Low Exception Report: Displays meters whose reads exceed minimum or/and maximum threshold, within a time range.
 - i. Consumption vs Previous Reported Read: Compares latest reading (from RNI) with last known read received from CIS.
 - j. Consumption Exception 24 hour Report: This report shows meters that satisfy these two conditions: (1) The daily average consumptions exceed entered daily consumption threshold; (2) The number of days when daily thresholds are exceeded are greater than the entered exception per day threshold.
 - k. Endpoint Details: Shows the current state of meters that are created within the specified time range.
 - l. Orphaned Meters: List meters that are marked as 'orphaned', which are created as of entered Created as of parameter.
 - m. Billing Request Mismatch: Displays meters in a billing request that have different AMR id with the ones sent by RNI. It also shows AMR id in billing request that have different meter id in the RNI. Users must enter which billing request file prior to running the report.
 - n. All Alarms Report: List all alarms occurred during a time window. Users can select which alarm to show.
 - iv. Billing Access
 - a. Initiate the creation of billing export files formatted to the import needs of the billing system.
 - b. Receive billing request files from the billing system to identify what meters to include in the billing export file in the case where billing request file option is used.
 - c. Provides a repository of past billing files that were either used for billing preparation or actually sent to the billing system.
 - d. Will store created billing files for a period of three years unless otherwise denoted.
 - e. The system will allow creation of test files before export to the billing system.
 - v. Billing Adaptor
 - a. The underlying configurator and tools mapping the extraction of billing data to enable integration to the utility's billing system.
 - vi. Data Store
 - a. Allows storage of meter reading data including Intervals, Registers, and Alarms to be stored.
 - b. Stored data is available online for reports and analysis.
 - c. Data will be retained for 3 years. Additional duration can be purchased.
- B. Enhanced Package.** The Enhanced Package shall consist of the modules listed above in the Essential Package, as well as the following additional modules:
- i. Alarm Insight
 - a. Allows the user to summarize and filter alarms by a date range.
 - b. Allows the user to review all alarm types on a single screen.
 - c. The user can filter out the alarms not wanted on the screen.
 - d. Alarm totals can be visualized.
 - e. Adds a view of trending alarms over time.
 - f. Click to drill down on an alarm to gain more information on specific events.
 - g. Click to analyze a specific event on a particular device.
 - ii. Alert Manager
 - a. Allows creation of alert groups who will be notified when an alarm occurs.
 - b. Users can manage alert groups by adding and removing group members.
 - c. Allows selection of notification method for how end users in the group will be notified; email or SMS (text message).
 - d. Allows creation of an alert from the available system events from smart points and assign to a group.
 - e. Monitors the systems meters for events. When an event is triggered, all users in the group will be notified.
- C. Integration of Sensus Analytics.** Sensus shall provide integration support services to Customer only to the extent specifically provided below:
- i. Sensus shall provide Customer with a simple flat file specification known as VFlex for the integration of the Customer's back office system to the Sensus

Analytics modules. The VFlex shall contain the following types of information: Device ids, end users in the system, end user status, end user account information, end user name, and other end user details. This flat file may be delimited or fixed width. Customer shall produce this file and transmit it to the FTP location designated by Sensus. When sent to the Sensus FTP servers, this file exchange will enable the system to become operational with the Customer's systems. Customer shall produce this file and transmit it to the FTP location designated by Sensus. Sensus will provide reasonable support to explain to Customer the required vs. optional fields that are in the specification, testing and validation of the file format and content.

- ii. In scope and included integration efforts: kick-off meeting to engage all required parties, mapping the Customer's fields to the VFlex specification, validation of expected output, and a two (2) hour system review of Sensus Analytics application and integration with the Customer's system (conducted remotely).
- iii. Out of scope and subject to additional charges will be the transformation of data where business logic including code must be written to modify the field content or format of the data to meet the VFlex specification.
- iv. Sensus' integration services consist of four (4) hours of assistance (remote or on-site, as determined by Sensus). If additional time is needed to complete the integration efforts, Sensus shall invoice Customer for additional fees on an actual time and materials basis.
- v. If an item is not listed in subparagraphs (i) or (ii) above, such item is excluded from the integration of Sensus Analytics Support and is subject to additional pricing.
- vi. **Data Import.** The Sensus Analytics Application contains adapters for the import of data from: (a) Customer's FlexNet AMI System; and/or (b) AutoRead application for handheld and drive by systems, as applicable.
- vii. **Customer Acknowledgements.**
 - a. Customer acknowledges that the Sensus Analytics Application provides up to fifty (50) user logins for Customer's use.
 - b. Customer acknowledges and agrees the Sensus Analytics Application is based upon the actual number of End Users within Customer's Service Territory. Pricing may increase if Customer's Service Territory or actual number of End Users expands.
 - c. Customer acknowledges that all data related to the Sensus Analytics Applications is geographically hosted within the United States of America. Customer accepts the geographic location of such hosting, and indemnifies Sensus for any claims resulting therefrom.
 - d. Customer acknowledges and agrees that the Intellectual Property provisions of this Agreement apply in all respects to Customer's access to and use of the Sensus Analytics Applications.
 - e. Customer is responsible for validating the data analyzed by the Sensus Analytics Applications. Sensus makes no promises of improving Customer's operations or saving Customer money, nor is Sensus liable for any damages resulting from decisions made by Customer related to Customer's use of Sensus Analytics.

4. Third Party Software.

- A. **RedHat Linux.** If Sensus is providing Customer with a license to use RedHat Linux Software, Customer agrees to the following:

By entering into this Agreement, Customer agrees to abide by and to be legally bound by the terms and conditions of the Red Hat End User License Agreements identified below, each of which are incorporated into this Agreement by reference and are available at the websites identified below. Please read the Red Hat End User License Agreements and incorporated references carefully.

Subscription:	End User License Agreement:
Red Hat Enterprise Linux	http://www.redhat.com/licenses/rhel_rha_eula.html
JBoss Enterprise Middleware	http://www.redhat.com/licenses/jboss_eula.html

Exhibit B
Technical Support

1. Introduction

Sensus Technical Services provides utility customers with a single point of contact for Tier 1 support of technical issues as well as any coordination of additional resources required to resolve the issue. Requests that require specialized skills are to be forwarded to a senior support engineer or Technical Advisor within the team for further analysis. If Technical Services has exhausted all troubleshooting efforts for the product type, the issue will escalate to the Engineering Support Team. Occasionally, on-site troubleshooting/analysis may be required. The preferred order of on-site support is:

- a) The Customer (for assistance with the easiest and lowest time-consuming activities such as power on/power off).
- b) The local distributor.
- c) Sensus employees or contracted personnel, if required to fulfill a contract commitment.

2. Support Categories

- 2.1. General questions regarding functionality, use of product, how-to, and requests for assistance on Sensus AMR, AMI, RF Network Equipment, Metering Products, Sensus Lighting Control, and Demand Response Management System (FlexNet Home).
- 2.2. Proactive reporting and resolution of problems.
- 2.3. Reactive reporting to isolate, document, and solve reported hardware/software defects.
- 2.4. Responding to service requests and product changes.
- 2.5. Addressing customer inquiries with printed or electronic documentation, examples, or additional explanation/clarification.

3. Support Hours

- 3.1. Standard Support Hours: Toll-free telephone support (1-800-638-3748 option #2) is available Monday thru Friday from 8:00 a.m. EST to 8:00 p.m. EST. After-hours, holiday and weekend support for Severity 1 and Severity 2 issues is available by calling 1-800-638-3748, option #8.

4. Support Procedures

- 4.1. Customer identifies an issue or potential problem and calls Technical Services at 1-800-638-3748 Option #2. The Customer Service Associate or Technical Support Engineer will submit a Salesforce ticket.
- 4.2. The Customer Service Associate or Technical Support Engineer will identify the caller name and utility by the assigned software serial number, city, and state based on where the call originated. The Customer Service Associate or Technical Support Engineer will require a brief description of the problem symptoms, or error messages depending on nature of the incident. The nature of the problem and severity levels will be mutually agreed upon by both parties (either at the time the issue is entered or prior to upgrading or downgrading an existing issue) using the severity definitions below as a guideline. The severity level is then captured into Salesforce for ticket creation and resolution processing. Any time during the processing of this ticket, if the severity level is changed by Sensus, the customer will be updated.
 - A. Severity Levels Description:
 - Sev1 Customer's production system is down. The system is unusable resulting in total disruption of work. No workaround is available and requires immediate attention.
Example: Network mass outage, all reading collection devices inoperable, inoperable head end software (e.g., FlexWare, Sensus MDM). Not able to generate billing files.
 - Sev2 Major system feature/function failure. Operations are severely restricted; there is a major disruption of work, no acceptable work-around is available, and failure requires immediate attention.
Examples: Examples: Network equipment failure (e.g., FlexNet Echo, FlexNet Remote, Base Station transceiver, or VGB); inoperable reading devices (e.g., AR5500, VXU, VGB, or CommandLink); head end software application has important functionality not working and cannot create export file for billing system operations.
 - Sev3 The system is usable and the issue doesn't affect critical overall operation.
Example: Minor network equipment failure (e.g., Echo/Remote false alarms or Base Station transceiver false alarms); head end software application operable but reports are not running properly, modification of view or some non-critical function of the software is not running.
- 4.3. The Customer Service Associate or Technical Support Engineer identifies whether or not the customer is on support. If the customer is not on support, the customer is advised of the service options as well as any applicable charges that may be billed.
- 4.4. Calls are placed in a queue from which they are accessible to Technical Support Engineers on a first-come-first-served basis. A 1st level Customer Service Associate may assist the customer, depending on the difficulty of the call and the representative's technical knowledge. Technical Support Engineers (Tier 1 support) typically respond/resolve the majority of calls based on their product knowledge and experience. A call history for the particular account is researched to note any existing pattern or if the call is a new report. This research provides the representative a basis and understanding of the account as well as any associated problems and/or resolutions that have been communicated.
 - a. Technical Services confirms that there is an issue or problem that needs further analysis to determine its cause. The following information must be collected: a detailed description of the issue's symptoms, details on the software/hardware product and version, a description of the environment in which the issue arises, and a list of any corrective action already taken.
 - b. Technical Services will check the internal database and product defect tracking system, to see if reports of a similar problem exist, and if any working solutions were provided. If an existing resolution is found that will address the reported issue, it shall be communicated to the customer. Once it is confirmed that the issue has been resolved, the ticket is closed.
 - c. If there is no known defect or support that defines the behavior, Technical Services will work with the customer to reproduce the issue. If the issue can be reproduced, either at the customer site or within support center test lab, Technical Services will escalate the ticket for further investigation / resolution.If the issue involves units that are considered to be defective with no known reason, the representative will open a Special Investigation RMA through the Salesforce system. If it is determined that a sample is required for further analysis, the customer will be provided with instructions that detail where to send the product sample(s) for a root cause analysis. Once it is determined that the issue cannot be resolved by Tier 1 resources, the ticket will be escalated to Tier 2 support for confirmation/workarounds to resolve immediate issue. Technical Services will immediately contact the customer to advise of the escalation. The response and escalation times are listed in Section 5. At this time, screen shots, log files, configuration files, and database backups will be created and attached to the ticket.

5. Response and Resolution Targets.

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Sensus Technical Support will make every reasonable effort to meet the following response and resolution targets:

Severity	Standard Target Response	Standard Target Resolution	Resolution (one or more of the following)
1	30 Minutes	Immediately assign trained and qualified Services Staff to correct the error on an expedited basis. Provide ongoing communication on the status of a correction (24 hours).	- Satisfactory workaround is provided. - Program patch is provided. - Fix incorporated into future release. - Fix or workaround incorporated into Salesforce Knowledge Base.
2	4 hours	Assign trained and qualified Services Staff to correct the error. Provide communication as updates occur (48 hours).	- Satisfactory workaround is provided. - Program patch is provided. - Fix incorporated into future release. - Fix or workaround incorporated into Salesforce Knowledge Base.
3	1 Business Day	30 business days	- Answer to question is provided. - Satisfactory workaround is provided. - Fix or workaround incorporated into Salesforce Knowledge Base. - Fix incorporated into future release.

6. Problem Escalation Process.

6.1. If the normal support process does not produce the desired results, or if the severity has changed, the issue may be escalated as follows to a higher level of authority.

6.1.1.1. Severity 1 issues are escalated by Sales or Technical Services to a Supervisor if not resolved within 2 hours; to the Manager level if not resolved within 4 hours; to the Director level if not resolved within the same business day; and to the VP level if not resolved within 24 hours.

6.1.1.2. A customer may escalate an issue by calling 1-800-638-3748, Option 2. Please specify the Salesforce ticket number and the reason why the issue is being escalated.

6.1.1.3. In the event that a customer is not satisfied with the level of support or continual problem with their products, they may escalate a given Salesforce ticket to Manager of Technical Services (1-800-638-3748, Option 2).

7. General Support Provisions and Exclusions.

7.1. Sensus provides online documentation for Sensus products, and all Sensus customers are provided access to this online database, which includes operation, configuration and technical manuals. The customer shall provide names and email accounts to Sensus so Sensus may provide access to the product documentation.

7.2. Specialized support from Sensus is available on a fee basis to address support issues outside the scope of this support plan or if not covered under another specific contract or statement of work. For example: specialized systems integration services or out of warranty network equipment repair.