

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

Regular Meeting
May 18, 2020
6:00 PM

1. Roll Call
2. Pledge of Allegiance.
3. **For public information, a copy of the Nebraska Open Meetings Act is available for review.**
4. Notice of changes in the agenda by the city clerk (Additions may not be made to this agenda less than 24 hours before the beginning of the meeting unless added under Item 5 of this agenda.)
5. Citizens with business not scheduled on the agenda (As required by state law, no matter may be considered under this item unless council determines that the matter requires emergency action.)
6. Closed Session
 - a) Council reserves the right to enter into closed session if deemed necessary if the item is on the agenda as per Section 84-1410 of the Nebraska Revised Statutes.
7. Scottsbluff Youth Council
 - a) (informational only):
8. Consent Calendar: (Items in the consent calendar are proposed for adoption by one action for all items unless any member of the council requests that an item be considered separately.)
 - a) Approve the minutes of the May 4, 2020 Regular Meeting.
9. Claims
 - a) Council to consider and take action on claims of the City.
10. Financial Report
 - a) Council to receive the April 2020 Financial Report.
11. Petitions, Communications, Public Input:
 - a) Council to discuss and consider action on a Business Promotional Event Permit for the Downtown Scottsbluff Association, sponsors of the "Scottsbluff Farmer's Market" at the 18th Street Downtown Plaza on Saturday mornings, 6/6/20-9/26/20; 8:00 a.m. to 11:00 a.m.
12. Resolution & Ordinances:
 - a) Council to discuss and consider action on adopting the International Fire Code, 2018 Edition, and approve the Ordinance.

13. Reports from Staff, Boards & Commissions:
 - a) Council to discuss and consider action on approving TV and Digital Public Service Announcement Contracts for KNEB and NBC Nebraska for Stormwater Public Education and authorize the City Manager to execute the Contracts.
 - b) Council to discuss and consider action on the Agreement with Copier Connection for the Police Department and authorize the Mayor to execute the Agreement.
 - c) Council to discuss and consider action on updating the Agreement between Western Nebraska Community College and the City of Scottsbluff Fire Department to allow Health Sciences Division Students to obtain clinical experience by riding with the Fire Dept. and authorize the Mayor to execute the Agmt.
 - d) Council to discuss and consider action regarding maintenance charges for year 2020 at Landers Soccer Field, Volunteer & Cleveland Fields, and 23 Club because of the COVID-19 Pandemic.
 - e) Council to receive an update regarding the City's response to COVID-19.
 - f) Council to discuss and consider action on establishing a future meeting location.
 - g) Council discussion, action and instruction to staff to extend the life of the Gering landfill.
 - h) Council to discuss and consider action on the amended Interim City Manager Agreement between the City of Scottsbluff and Rick Kuckkahn.
14. Council reports (informational only): This item is intended for Council Members to update and inform other Council Members of meetings attended since the last City Council meeting.
15. Adjournment.

City of Scottsbluff, Nebraska

Monday, May 18, 2020

Regular Meeting

Item Closed1

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

Staff Contact: City Council

City of Scottsbluff, Nebraska

Monday, May 18, 2020

Regular Meeting

Item SBYC1

(informational only):

Staff Contact:

City of Scottsbluff, Nebraska

Monday, May 18, 2020

Regular Meeting

Item Consent1

Approve the minutes of the May 4, 2020 Regular Meeting.

Staff Contact: Kim Wright, City Clerk

The Scottsbluff City Council met in a regular meeting on May 4, 2020 at 6:00 p.m. Due to ongoing COVID 19 precautions and pursuant to a Limited Waiver Executive Order by Governor Ricketts the meeting was conducted by teleconference. A notice of the meeting had been published on May 1, 2020 in the Star Herald, a newspaper published and of general circulation in the City. The notice stated the date, hour and that the meeting would be held by teleconference by calling 1-866-414-2828, Participant Code 68919#. The notice also stated 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 by calling (308) 630-6221 during regular business hours; the City Council could modify the agenda at the meeting if it determined that an emergency so required. A similar notice had been emailed to each council member, made available to radio stations KNEB, KMOR, KOAQ, and television stations KSTF and NBC Nebraska and the Star Herald. The notice was also available on the city's website on May 1, 2020. Mayor Gonzales presided and City Clerk Wright recorded the proceedings. The meeting was called to order and the Pledge of Allegiance was recited. Mayor Gonzales welcomed everyone in attendance and encouraged all citizens to participate in the meeting asking those wishing to speak to state their name and who they are representing for the record. Mayor Gonzales informed those in attendance that a copy of the Nebraska Open Meetings Act is included in the City Council packet and available online at Nebraska.gov/open-meetings. He asked anyone that is not an active participant in the meeting to mute their phone to avoid background noise during the meeting. He also reminded Council Members to identify themselves before making or seconding motions, for the record. The following Council Members were present: Raymond Gonzales, Jeanne McKerrigan, Scott Shaver, Nathan Green, and Terry Schaub. Also present on the teleconference were City Attorney Kent Hadenfeldt and Interim City Manager Rick Kuckkahn, along with Public Works Director Mark Bohl, Economic Development Director Starr Lehl, Dave Schaff with M.C. Schaff and Associates, and Jack Baker from Baker and Associates. Mayor Gonzales asked if there were any changes to the agenda. There were none. Mayor Gonzales asked if any citizens with business not scheduled on the agenda wished to include an item providing the City Council determines the item requires emergency action. There were none.

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

- a) The minutes of the April 20, 2020 Regular Meeting be approved. "YEAS," McKerrigan, Shaver, Green, Schaub, and Gonzales. "NAYS," None. Absent: None.

Regarding the claims, City Manager Kuckkahn stated there was an administration packet that was not included in the original claims list that went out; it was an oversight on the City. He emailed Council the revised list this morning for their review.

Moved by Council Member Schaub, seconded by Council Member Green, that the following claims, which include the revised list, be approved and paid as provided by law out of the respective funds designated in the list of claims dated May 4, 2020, as on file with the City Clerk and submitted to the City Council. "YEAS," Green, Schaub, Gonzales, and McKerrigan. "NAYS," Shaver. Absent: None.

CLAIMS

26 GROUP, LLC, TIF PAYMENT, 284.84; ACCELERATED RECEIVABLES SOLUTIONS, WAGE ATTACHMENT, 441.84; ADVANCE AUTO PARTS, DEFFOR FLEET, 61.44; AIRPORT DEVELOPMENT, LLC, TIF PMT, 389.4; AL'S TOWING, TOW SERVICE-PD, 320; ANITA'S

GREENSCAPING INC,CONT. SRVCS.,255; B & H INVESTMENTS, INC,BLDG MAINT-PD,52.5; BAKER & ASSOCIATES INC,23 CLUB ENGINEERING,6000; BLACK HILLS GAS DISTRIBUTION LLC,MONTHLY ENERGY BILL,2891.93; BLUFFS SANITARY SUPPLY INC.,DEPT SUPP,1141.46; CAPITAL BUSINESS SYSTEMS INC.,CONTRACTUAL-PD,51; CARR-TRUMBULL LUMBER CO, INC.,TYVEK COVERALLS 2XL, 3XL,136.35; CELLCO PARTNERSHIP,CELL PHONES-PD,1605.54; CITIBANK N.A.,DEPT SUP,230.01; CONTRACTORS MATERIALS INC.,IRRIGATION PARTS,221.8;D & H ELECTRONICS INC.,BATTERIES FOR BOX LIGHTS ON TOWER 1,57.96; DALE'S TIRE & RETREADING, INC.,TIRE REPAIRS FOR FLEET,1744.47; DAS STATE ACCOUNTING-CENTRAL FINANCE,MONTHLY LONG DISTANCE,140.24; ENERGY LABORATORIES, INC DEPT 6250,SAMPLES,135; ENFORCEMENT VIDEO, LLC,EQUIP MAINT-PD,480; FARMERS STATE BANK,TIF PMT,4773.63; FEDERAL EXPRESS CORPORATION,POSTAGE,235.81;FRANCISCO'S BUMPER TO BUMPER INC,TOW SERVICE-PD,320;GENERAL ELECTRIC CAPITAL CORPORATION,LAUNDRY DETERGENT, WATER, STORAGE BAGS,207.54; GENERAL TRAFFIC CONTROLS, INC,CAMERA DETECTION EQUIP. FOR 20TH & AVE. I,17422; HAWKINS, INC.,CHEMICALS,5414.12; IDEXX LABORATORIES, INC,DEPT SUP,167.81;INDEPENDENT PLUMBING AND HEATING, INC,SPRINKLERS,654.18; INFINITY CONSTRUCTION, INC.,FACILITY REPAIR,4556; INGRAM LIBRARY SERVICES INC,BKS.,36.65; INTERNAL REVENUE SERVICE,941 DEPOSIT,60120.01; INT'L INST OF MUNC CLKS,MEMBERSHIP - KIMBERLEY WRIGHT,170; INTRALINKS, INC,BARRACUDA - EMAIL,6374.97; KOIS BROTHERS EQUIPMENT CO INC,EMCO DUMPSTERS 10- 3.0, 10- 1.5,12129.1; LAMP RYNEARSON, INC.,SCHOOL ZONE STUDY,15546.53;LEAGUE ASSOCIATION OF RISK MANAGEMENT,ENDORS.#18 - KUBOTA MOWER - PARKS,184.77; M.C. SCHAFF & ASSOCIATES, INC,ENGINEERING,4395; MENARDS, INC,CONCRETE PAINT AND CRACK SEALER- STATION 1,477.27; MIDWEST CONNECT, LLC,UB PROCESSING,1156.13; NE DEPT OF REVENUE,WAGE ATTACHMENT,325; NEBRASKA PUBLIC POWER DISTRICT,W/WW PUMPS & WELLS,20404.79; NETWORKFLEET, INC,CONTRACTUALSVC,94.75;NORTHWESTPIPEFITTINGS,INC.OF SCOTTSBLUFF,GROUND MAINT,432.64;OCLC ONLINE COMPUTER LIBRARY CENTER, INC,CONT. SRVCS.,378.16; OWEN DEVELOPMENT, LLC, TIF PMT, 357.03; PANHANDLE COOPERATIVE ASSOCIATION,FUEL,1934; PANHANDLE ENVIRONMENTAL SERVICES INC,SAMPLES,226; PANHANDLE REGIONAL DEVELOPMENT, INC.,WNED MEMBERSHIP 2020,25; PH&S PRODUCTS LLC,INVEST SUPPL-PD,90; PLATTE VALLEY BANK,EE HSA,13825.79; QUADLENT INC,POSTAGE METER LEASE,45; QUILL CORPORATION,DEPT SUPPL-PD,227.55; REAMS SPRINKLER SUPPLY CO.,CEMETERY,1358.78; REGIONAL CARE INC,HEALTH INS. PREMIUM MAY 2020,51004.45;REGIONAL WEST MEDICAL CENTER,MEDICAL SUPPLIES,333.72; RICHARD CELLI,UTILITY VEHICLE - PARKS,13462;ROCKSTEP SCOTTSBLUFF LLC,OCT 2019 - MAR 2020 RBOT,47781.98; ROOSEVELT PUBLIC POWER DISTRICT,ELECTRIC POWER,2083.12; RR DONNELLEY,DEPT SUPPL-PD,33.88; RURAL HEALTH DEVELOPMENT, INC.,ED AGMT,6383.33; S M E C,EE SMEC,130.5; SANDBERG IMPLEMENT, INC,AUGER PARTS,205.13; SCOTTSBLUFF SENIOR CENTER,2ND QTR 2020,5750; SHERWIN WILLIAMS,GLASS BEADS FOR PAINTING/STRIPING,2485.44; STATE HEALTH LAB,SAMPLES,332; STATE OF NE.,CONTRACTUAL-PD,525; THE PEAVEY CORP,DEPT SUPPL-PD,285.5; TYLER TECHNOLOGIES, INC,UB ONLINE,348; UNION BANK & TRUST,EE RETIREMENT W/H,30687.88; UNITED STATES WELDING,RENTAL ON OXYGEN &

ACET. TANKS,82.54; US BANK,PEER SUPPORT TRAINING- GILL, LAURUHN, GABIS,3185.94; W & R INC,EQUIP MAINT,80;WESTERN STATES BANK,REGANIS TIF PMT,1364.43; WESTERN SURETY COMPANY,PUBLIC EMPLOYEE BLANKET BOND,950;WINTER CREEK CANAL COMPANY,POST CLOSURE - ANNUAL,2562.5;

Mr. Kuckkahn brought forth discussion on awarding the bid for the 23 Club Improvements Project explaining the City finds the bid to be acceptable, although he wants to make it clear if the Mayor is authorized to sign, it be under the condition that the various pledges and grants are in the City's hands before signing. He stated there is one grant that has a considerable amount of money involved and due to the Coronavirus there has been some delay in the final signing off on the grant. He explained there is no reason to believe there is a problem; he just wants to make sure all the funds are in place before construction is authorized. The City is pledging \$600,000 and that is all we intend to contribute to the project.

Mr. Jack Baker with Baker and Associates came on the line and explained the breakdown as this, \$600,000 from the City, \$200,000 from the Game and Parks Grant and 23 Club has \$111,000 on hand. He explained there are also larger pledges from First State Bank, Platte Valley Companies, and Scottsbluff Tourism Board which amount to around \$300,000. These are slated to be paid when the project gets started. He also pointed out the Tourism Board pledge would be a reimbursement.

Mr. Kuckkahn commented he trusts the people that are pledging the money, but he would like to see an updated confirmation that the money is available because of the economic impact of the virus. He stated he has been through this around five or six times in his career and it is important we have this money in hand before we start releasing contracts.

Council Member Green asked for clarification if the City would collect the pledges and make the payments asking, should we have a certain percentage in our hands before we authorize the Mayor to sign the Contract. Public Works Director Mark Bohl came on the line and reminded Council the Contract is between the City of Scottsbluff and Paul Reed Construction; the City is responsible to pay the contractor and it was discussed in a prior meeting the city would collect the money to make the payments.

Mr. Kuckkahn added we need to get affirmation from these donors that the money is forthcoming in the near future. Council Member Shaver asked if we need to table this item until we have confirmation from the donors. Legal Counsel Hadenfeldt answered it can be approved on the condition that the Mayor does not sign until the funds are secured. With that statement, Council Member Schaub made a motion to approve the Paul Reed bid with the contingent that we get letters of commitment from the other entities. Mayor Gonzales asked, for clarity, if they want the money in the bank or letters of commitment. Mr. Kuckkahn answered we need to have the money in the bank, Council has approved the project and with that the entities can release the pledges to be put in the City's bank account to make the payments. After clarification that it is contingent that the funds be secured by the City of Scottsbluff, Council Member Schaub withdrew his motion. Council Member Green then made a motion to approve the bid and hold off on allowing the Mayor to sign the contract until the appropriate funds have been secured. This was seconded by Council Member Shaver. "YEAS," Shaver, Gonzales, Schaub, McKerrigan, and Green. "NAYS," None. Absent: None.

Regarding the Professional Services Agreement between the City of Scottsbluff and M.C. Schaff and Associates for the Scottsbluff Monument Valley Pathway North Project, City Manager Kuckkahn explained this agreement identifies items such as the pedestrian bridge, the staking of properties, if needed, to proceed with condemnation, and consulting fees; this is an addition to services that are provided to oversee the project. The state is paying 80% with the City's portion at 20% or roughly around \$7,000.00. Council Member Shaver asked if this was budgeted or above the budgeted amount. Public Works Director Bohl stated it is in the budgeted amount as it is a supplement to the amount. Council Member McKerrigan made the motion to approve the Professional Services Agreement between the City of Scottsbluff and M.C. Schaff and Associates for the Scottsbluff Monument Valley Pathway

North Project and approve Resolution No. 20-05-01. This was seconded by Council Member Schaub. "YEAS," Schaub, McKerrigan, Gonzales, Green, and Shaver. "NAYS," None. Absent: None.

RESOLUTION

SIGNING OF PRELIMINARY ENGINEERING AGREEMENT – BO1231-005

SUPPLEMENT NO. 5

City of Scottsbluff

Resolution No. 20-05-01

Whereas: City of Scottsbluff is developing a transportation project for which it intends to obtain Federal funds;

Whereas: City of Scottsbluff as a sub-recipient of Federal-Aid funding is charged with the responsibility of expending said funds in accordance with Federal, State and local laws, rules, regulations, policies and guidelines applicable to the funding of the Federal-aid project;

Whereas: City of Scottsbluff and M.C. Schaff & Associates wish to enter into a Professional Services Agreement to provide preliminary engineering services for the Federal-aid project.

Be It Resolved: by the City Council of the City of Scottsbluff that:

Raymond Gonzales, Mayor of the City of Scottsbluff City Council, is hereby authorized to sign the attached preliminary engineering services agreement between City of Scottsbluff, Nebraska and M.C. Schaff & Associates

NDOT Project Number: ENH-79(42)

NDOT Control Number: 51512

NDOT Project Description: Scottsbluff Monument Valley Pathway North

Adopted this 4th day of May, 2020 at Scottsbluff Nebraska.
(Month)

The City Council of the City of Scottsbluff, Nebraska

<u>Raymond Gonzales</u>	<u>Scott Shaver</u>
<u>Jeanne McKerrigan</u>	<u>Nathan Green</u>
<u>Terry Schaub</u>	

Board/Council Member McKerrigan
Moved the adoption of said resolution
Member Schaub Seconded the Motion
Roll Call: 5 Yes 0 No 0 Abstained 0 Absent
Resolution adopted, signed and billed as adopted

Attest:

Signature of City Clerk

Mr. Kuckkahn presented the contract renewal for the postage machine at City Hall with Quadient Leasing. Council Member Shaver asked how it compared to the previous lease. Mr. Kuckkahn stated it is

roughly a \$67.00 monthly payment; the previous lease was around \$150.00 per month. Council Member McKerrigan moved, seconded by Council Member Schaub to approve the contract renewal for the lease agreement with Quadient leasing and authorize the Mayor to sign the Agreement. "YEAS," Gonzales, Green, McKerrigan, Shaver, and Schaub. "NAYS," None. Absent: None.

Concerning the item of receiving an update on the status and options for handling solid waste, Mr. Kuckkahn explained both Requests for Proposals have been included in the packet for Council to read, they include tipping fees and primary elements we would like to consider for this scope of services. Also included in the packet is a letter from the City of Gering which provides guidance as to how they would see us proceeding if we want to move out of their landfill into a private one.

One of the entities who submitted a proposal, TDS Collection Services, Inc. provided a bid of \$39.50 per ton. The proposal does not include picking up trash on our routes, but does include partnering for a transfer station. The other entity who submitted a proposal is Waste Connections. They included a proposal and comparison for picking up our routes; they have submitted an amount of \$43.00 per ton which includes transportation. They also have a compost facility partnership in their submittal.

Mr. Kuckkahn then added the City of Gering is willing to suspend contract provisions, which require Scottsbluff to deposit in the Gering landfill until their current cell is full, if we continue paying the premium of \$7.50 per ton fee to them which will be placed in the new landfill study fund. This fund currently has around \$500,000 in it and is to be used for the process of building a new landfill. Mr. Kuckkahn also stated his primary reason to suggest moving to a private landfill is to lengthen the time for the Gering landfill to remain open. He does not want to see us rushing to find an alternative in the future. This will give us time to complete an agreement with Gering which would outline the conditions for a partnership including finance, management, the fee structure, timing, etc. He feels we need to begin the process, put a time frame on the negotiation and tie it to the TriHydro extension of July 31st. He stated we are currently canvassing recycling operations to determine how that would be handled in the future, reviewing the TriHydro feasibility study and are looking at what we can learn from the SWANN organization. He would like Council to authorize him to negotiate the RFP submittals and approach Gering with a draft partnership agreement to be completed prior to the TriHydro extension.

Council Member Shaver asked what happens to the money that was a problem before. Mr. Kuckkahn answered that money has never been the City of Scottsbluff's regardless of what we do; we have no claim to take it back if we move away from the Gering landfill. Council Member Shaver then stated once the landfill was full then the money did come back to the City of Scottsbluff in the contract. Legal Counsel Hadenfeldt clarified the contract states the money would be used to build another facility. If both parties agree not to build a new facility then Scottsbluff would get their money back.

Council Member Shaver then commented we would not be getting any money back, but we would still be paying them for no reason. Mr. Kuckkahn explained we are paying them to remain as a potential partner for the new landfill. Council Member Shaver then asked if they would be paying for the use of our yard waste. Mr. Kuckkahn stated, currently they do not pay for the use of our yard waste and we pay them for recycling. Council Member Shaver asked if we get out of the agreement, will they start paying. Mr. Kuckkahn answered that would be up to the Mayor and Council to authorize and then ask staff to implement.

After discussion, Council Member Schaub made the motion to authorize City Manager Kuckkahn to work on moving forward with the City of Gering with negotiations and also authorize him to continue to talk with the two providers who submitted Request for Proposals for solid waste options. This was seconded by Council Member Green. "YEAS," McKerrigan, Shaver, Green, Schaub, and Gonzales. "NAYS," None. Absent: None.

Mr. Kuckkahn gave a brief update of the progress with negotiating Allo Franchise payments by stating they met with Gering and as a result of that meeting they are in the process of contacting

representatives from Allo to find out what their position is in resolving the issue. He stated he wants to avoid suing other governmental agencies, but would rather come to a reasonable settlement agreement to get a good share of the money back. He would like to avoid litigation because of the cost, commenting we would be ahead if we did avoid it. He added the City is now being paid properly for these fees and Council would be involved before any settlement is finalized.

Council Member McKerrigan asked why the County was not aware they were being overpaid since the amounts were so large. Mr. Kuckkahn answered they are trying to figure out fault; the City also did not realize they were not being paid at that time; it basically fell through the cracks. Mr. Kuckkahn ended discussing by explaining the City will continue negotiations and will come back to Council when there is a resolution to consider.

Concerning receiving an update on the City's response to Covid-19, Mr. Kuckkahn started by explaining he is bringing City staff back to City Hall; the front doors will continue to remain locked, however, to give staff time to adjust as he does not want to present extra critical staff to any possible exposure, stating we, very soon, will have accessibility at City Hall for permitting, but will remain vigilant as to not have exposure. He explained he is taking this slow with no specific timeline as our services are more essential to many services in the community. We need to collect trash, have police and fire services and deliver water. All these are very important to the City and he reminded Council we have a mobile workforce; we are not all in the same building as there are different things going on.

He went on to add our insurance carrier, League Association of Risk Management (LARM) has advised it is too risky to open the pool and we are not going against their advice, so Westmoor pool will be closed this season. The library, too, is like a classroom and has a potential for serving as a gathering place, so we are not opening it up at this time, however, the staff has been doing a nice job of promoting services online and we hope to have some form of a summer reading program. He added the RV Park is an invitation to outside visitors and because of that we will need to see how this plays out before we will open it. Council Member Green asked Mr. Kuckkahn if he would use the Nebraska Game and Parks as a barometer to maybe possibly opening up our park. Mr. Kuckkahn stated, yes, we will use them as a resource to see if and when we can get our campground open.

Council Member Schaub commented that Wal-Mart, Menards, and Home Depot are open, but our Police Department that has bullet proof glass is not open. He was also concerned we are not opening our campground. This confuses him. Mr. Kuckkahn stated the reason we are not opening City facilities is that even though there are barriers, there is the possibility for exposure. He reminded Council of the three employees in Environmental Services who contracted the virus, stating this all happened in one day. He went on to explain certain services such as the Police and Fire Departments are open, they provide essential services to the City of Scottsbluff and the services will continue to be provided, but he will remain cautious because it is not easy to replace skill set employees. He added we can still provide services without having to open the buildings.

Mayor Gonzales commented he appreciates Mr. Kuckkahn taking an abundance of caution to protect City employees, stating, every business has the option to respond for their operation and he thinks what Mr. Kuckkahn has put in place has been working and he appreciates that.

At the end of discussion Council Member Shaver stated he thinks Mr. Kuckkahn is being overly cautious, adding the bottom line is it really doesn't matter because as a City Manager it is entirely your decision and Council has no say in it anyway. He appreciates the update and why Mr. Kuckkahn is feeling the way he is and that is really all it comes down to.

Mayor Gonzales started discussion on extending Interim City Manager Rick Kuckkahn's Manager Agreement by stating the initial Agreement expires at the end of the month; however because of circumstances no one has expected, they thought they would be interviewing candidates at this time. He is asking Council to extend Mr. Kuckkahn's contract until they can get a new City Manager on board. Council Member Shaver asked why they have not been able to have interviews, even remote interviews at this point. Mr. Kuckkahn answered, by stating, the consultant has ten candidates in place and the remote

interviews would take place after they have had a chance to review those applications. The original time frame was to go through the end of last month and then do an evaluation of the candidates who had applied, after that, in person or visual interviews were to be done. Pertaining to interviewing, he suggests talking to the candidates face to face, adding when it comes down to it; it will be pretty hard interviewing someone from a television screen. He also stated they have had to make adjustments from the original plan due to the virus and one of the suggestions from the consultant was to keep the ad out a little longer.

Council Member Schaub asked Mr. Kuckkahn what he would be asking for in the extension of his contract. Mr. Kuckkahn stated he has not really thought about it, but he will not be unfair; he is prepared to stay until we can get a new manager in place. Council Member Schaub then stated he is concerned about the budget and commented we need to be conscientious as to what we are paying Mr. Kuckkahn and moving forward too. After discussion, Mayor Gonzales asked Mr. Kuckkahn to work with Legal Counsel Hadenfeldt and add the new contract along with a redline version to the next Council agenda.

Under Council Reports, Council Member Schaub attended an Emergency Management meeting adding there is another meeting on May 7th. Council Member Shaver commented he would like to meet in person for the next meeting. There was discussion about using the Library to meet as it is larger and can accommodate guidelines.

Council Member Green moved, seconded by Council Member Shaver to adjourn the meeting at 7:32 p.m., “YEAS,” Schaub, McKerrigan, Gonzales, Green, and Shaver. “NAYS,” None. Absent: None.

Mayor

Attest:

City Clerk
“SEAL”

City of Scottsbluff, Nebraska

Monday, May 18, 2020

Regular Meeting

Item Claims1

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

Staff Contact: Liz Hilyard, Finance Director



Expense Approval Report

By Vendor Name

Post Dates 05/05/2020 - 05/18/2020

Description (Payable)	Account Name	Amount
Vendor: 08464 - 911 CUSTOM, LLC		
Fund: 111 - GENERAL		
VEH MAINT/INSURANCE-PD	VEHICLE MAINTENANCE	132.00
Fund 111 - GENERAL Total:		132.00
Fund: 218 - PUBLIC SAFETY		
CIP-PO-PATROL CARS	EQUIPMENT	1,265.00
Fund 218 - PUBLIC SAFETY Total:		1,265.00
Vendor 08464 - 911 CUSTOM, LLC Total:		1,397.00
Vendor: 00393 - ACTION COMMUNICATIONS INC.		
Fund: 111 - GENERAL		
EQUIP MAINT PARK	EQUIPMENT MAINTENANCE	106.75
Fund 111 - GENERAL Total:		106.75
Fund: 218 - PUBLIC SAFETY		
TORNADO SIREN - 27TH ST & ...	EQUIPMENT	27,221.33
Fund 218 - PUBLIC SAFETY Total:		27,221.33
Fund: 621 - ENVIRONMENTAL SERVICES		
INTERNET	PHONE & INTERNET	55.00
Fund 621 - ENVIRONMENTAL SERVICES Total:		55.00
Fund: 631 - WASTEWATER		
INTERNET	PHONE & INTERNET	55.00
Fund 631 - WASTEWATER Total:		55.00
Vendor 00393 - ACTION COMMUNICATIONS INC. Total:		27,438.08
Vendor: 02583 - ADVANCE AUTO PARTS		
Fund: 725 - CENTRAL GARAGE		
ES STOCK- DEF	VEHICLE MAINTENANCE	221.00
TRANS #435- OIL, FUEL, AIR FIL...	EQUIPMENT MAINTENANCE	67.68
POLICE #2- OIL FILTER	EQUIPMENT MAINTENANCE	3.14
POLICE #24- OIL FILTER	EQUIPMENT MAINTENANCE	3.14
POLICE #17- OIL FILTER	EQUIPMENT MAINTENANCE	3.14
Fund 725 - CENTRAL GARAGE Total:		298.10
Vendor 02583 - ADVANCE AUTO PARTS Total:		298.10
Vendor: 05887 - ALLO COMMUNICATIONS,LLC		
Fund: 111 - GENERAL		
LOCAL TELEPHONE CHARGES	PHONE & INTERNET	235.58
LOCAL TELEPHONE CHARGES	PHONE & INTERNET	69.83
LOCAL TELEPHONE CHARGES	PHONE & INTERNET	34.31
LOCAL TELEPHONE CHARGES	PHONE & INTERNET	37.31
LOCAL TELEPHONE CHARGES	PHONE & INTERNET	160.00
LOCAL TELEPHONE CHARGES	PHONE & INTERNET	139.67
LOCAL TELEPHONE CHARGES	PHONE & INTERNET	325.04
LOCAL TELEPHONE CHARGES	PHONE & INTERNET	1,189.19
LOCAL TELEPHONE CHARGES	PHONE & INTERNET	35.73
LOCAL TELEPHONE CHARGES	PHONE & INTERNET	420.82
LOCAL TELEPHONE CHARGES	PHONE & INTERNET	197.80
LOCAL TELEPHONE CHARGES	PHONE & INTERNET	10.70
Fund 111 - GENERAL Total:		2,855.98
Fund: 212 - TRANSPORTATION		
LOCAL TELEPHONE CHARGES	PHONE & INTERNET	451.99
Fund 212 - TRANSPORTATION Total:		451.99

Expense Approval Report

Post Dates: 05/05/2020 - 05/18/2020

Description (Payable)	Account Name	Amount
Fund: 213 - CEMETERY		
LOCAL TELEPHONE CHARGES	PHONE & INTERNET	69.83
Fund 213 - CEMETERY Total:		69.83
Fund: 224 - ECONOMIC DEVELOPMENT		
LOCAL TELEPHONE CHARGES	PHONE & INTERNET	68.33
Fund 224 - ECONOMIC DEVELOPMENT Total:		68.33
Fund: 621 - ENVIRONMENTAL SERVICES		
LOCAL TELEPHONE CHARGES	PHONE & INTERNET	165.22
Fund 621 - ENVIRONMENTAL SERVICES Total:		165.22
Fund: 631 - WASTEWATER		
LOCAL TELEPHONE CHARGES	PHONE & INTERNET	153.85
Fund 631 - WASTEWATER Total:		153.85
Fund: 641 - WATER		
LOCAL TELEPHONE CHARGES	PHONE & INTERNET	179.67
Fund 641 - WATER Total:		179.67
Fund: 661 - STORMWATER		
LOCAL TELEPHONE CHARGES	PHONE & INTERNET	34.32
Fund 661 - STORMWATER Total:		34.32
Fund: 721 - GIS SERVICES		
LOCAL TELEPHONE CHARGES	PHONE & INTERNET	34.31
Fund 721 - GIS SERVICES Total:		34.31
Fund: 725 - CENTRAL GARAGE		
LOCAL TELEPHONE CHARGES	PHONE & INTERNET	35.00
Fund 725 - CENTRAL GARAGE Total:		35.00
Vendor 05887 - ALLO COMMUNICATIONS,LLC Total:		4,048.50
Vendor: 01746 - AL'S TOWING		
Fund: 111 - GENERAL		
TOW SERVICE-PD	CONTRACTUAL SERVICES	85.00
Fund 111 - GENERAL Total:		85.00
Vendor 01746 - AL'S TOWING Total:		85.00
Vendor: 02118 - ANITA'S GREENSCAPING INC		
Fund: 111 - GENERAL		
Cont. srvc.	CONTRACTUAL SERVICES	255.00
Fund 111 - GENERAL Total:		255.00
Vendor 02118 - ANITA'S GREENSCAPING INC Total:		255.00
Vendor: 06781 - ASSURITY LIFE INSURANCE CO		
Fund: 713 - CASH & INVESTMENT POOL		
LIFE INSURANCE	LIFE INS EE PAYABLE	32.95
Fund 713 - CASH & INVESTMENT POOL Total:		32.95
Vendor 06781 - ASSURITY LIFE INSURANCE CO Total:		32.95
Vendor: 00295 - B & H INVESTMENTS, INC		
Fund: 212 - TRANSPORTATION		
SUPP - WATER	DEPARTMENT SUPPLIES	10.00
Fund 212 - TRANSPORTATION Total:		10.00
Fund: 621 - ENVIRONMENTAL SERVICES		
SALT UNIT RENTAL & FINANCE ...	DEPARTMENT SUPPLIES	20.50
FINANCE CHARGE	DEPARTMENT SUPPLIES	0.50
Fund 621 - ENVIRONMENTAL SERVICES Total:		21.00
Vendor 00295 - B & H INVESTMENTS, INC Total:		31.00
Vendor: 09772 - BERNHARDT JUSTIN		
Fund: 111 - GENERAL		
TOW SERVICE-PD	CONTRACTUAL SERVICES	110.00
TOW SERVICE-PD	CONTRACTUAL SERVICES	75.00
TOW SERVICE--PD	CONTRACTUAL SERVICES	110.00

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Description (Payable)	Account Name	Amount
TOW SERVICE-PD	CONTRACTUAL SERVICES	110.00
TOW SERVICE-PD	CONTRACTUAL SERVICES	110.00
Fund 111 - GENERAL Total:		515.00
Vendor 09772 - BERNHARDT JUSTIN Total:		515.00
Vendor: 00405 - BLUFFS SANITARY SUPPLY INC.		
Fund: 111 - GENERAL		
DEPT & JANIT SUPPL-PD	DEPARTMENT SUPPLIES	66.08
DEPT & JANIT SUPPL-PD	DEPARTMENT SUPPLIES	66.09
DEPT & JANIT SUPPL-PD	JANITORIAL SUPPLIES	51.06
DEPT & JANIT SUPPL-PD	JANITORIAL SUPPLIES	51.06
DEPT SUPPL-PD	DEPARTMENT SUPPLIES	148.32
DEPT SUPPL-PD	DEPARTMENT SUPPLIES	148.32
DEPT SUPPL-PD	DEPARTMENT SUPPLIES	24.72
DEPT SUPPL-PD	DEPARTMENT SUPPLIES	24.72
X-LARGE MEDICAL GLOVES	DEPARTMENT SUPPLIES	83.00
Fund 111 - GENERAL Total:		663.37
Fund: 212 - TRANSPORTATION		
VIRUS SUPP - HAND SANIT., WI...	DEPARTMENT SUPPLIES	98.88
Fund 212 - TRANSPORTATION Total:		98.88
Vendor 00405 - BLUFFS SANITARY SUPPLY INC. Total:		762.25
Vendor: 00735 - CAPITAL BUSINESS SYSTEMS INC.		
Fund: 111 - GENERAL		
CONTRACTUAL-PD	CONTRACTUAL SERVICES	26.65
Cont. srvc.	CONTRACTUAL SERVICES	4.11
EQUIP MAINT ADM	EQUIPMENT MAINTENANCE	16.23
Fund 111 - GENERAL Total:		46.99
Vendor 00735 - CAPITAL BUSINESS SYSTEMS INC. Total:		46.99
Vendor: 07911 - CELLCO PARTNERSHIP		
Fund: 212 - TRANSPORTATION		
CELL PHONE AND IPAD CHARGES	PHONE & INTERNET	96.86
Fund 212 - TRANSPORTATION Total:		96.86
Fund: 631 - WASTEWATER		
CELL PHONES	CONTRACTUAL SERVICES	100.03
CELL PHONES	CELLULAR PHONE	43.28
Fund 631 - WASTEWATER Total:		143.31
Fund: 641 - WATER		
CELL PHONES	CONTRACTUAL SERVICES	60.01
CELL PHONES	CELLULAR PHONE	43.28
Fund 641 - WATER Total:		103.29
Vendor 07911 - CELLCO PARTNERSHIP Total:		343.46
Vendor: 00367 - CITY OF SCB		
Fund: 111 - GENERAL		
PETTY CASH	DEPARTMENT SUPPLIES	14.00
PETTY CASH	POSTAGE	0.15
Fund 111 - GENERAL Total:		14.15
Fund: 641 - WATER		
PETTY CASH	DEPARTMENT SUPPLIES	41.64
Fund 641 - WATER Total:		41.64
Vendor 00367 - CITY OF SCB Total:		55.79
Vendor: 10143 - COMMERCIAL COOLANTS INC		
Fund: 111 - GENERAL		
REIMB FOR PERMIT 2-19	CONTRACTORS LIC PAYABLE	30.00
REIMB FOR PERMIT 2-19	PERMITS	30.00
Fund 111 - GENERAL Total:		60.00
Vendor 10143 - COMMERCIAL COOLANTS INC Total:		60.00

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Description (Payable)	Account Name	Amount
Vendor: 00706 - COMPUTER CONNECTION INC		
Fund: 111 - GENERAL		
CONTRACTUAL-PD	CONTRACTUAL SERVICES	44.00
Fund 111 - GENERAL Total:		44.00
Vendor 00706 - COMPUTER CONNECTION INC Total:		44.00
Vendor: 09824 - CORE & MAIN LP		
Fund: 641 - WATER		
METERS	METERS	3,099.59
METERS	METERS	3,523.70
Fund 641 - WATER Total:		6,623.29
Vendor 09824 - CORE & MAIN LP Total:		6,623.29
Vendor: 05709 - CREDIT BUREAU OF COUNCIL BLUFFS		
Fund: 111 - GENERAL		
FEE - APRIL 2020	CONSULTING SERVICES	50.00
Fund 111 - GENERAL Total:		50.00
Vendor 05709 - CREDIT BUREAU OF COUNCIL BLUFFS Total:		50.00
Vendor: 07689 - CYNTHIA GREEN		
Fund: 111 - GENERAL		
DEPT SUPP ADM	DEPARTMENT SUPPLIES	349.98
Fund 111 - GENERAL Total:		349.98
Vendor 07689 - CYNTHIA GREEN Total:		349.98
Vendor: 03321 - DALE'S TIRE & RETREADING, INC.		
Fund: 111 - GENERAL		
EQUIP MAINT PARK	EQUIPMENT MAINTENANCE	20.00
Fund 111 - GENERAL Total:		20.00
Fund: 621 - ENVIRONMENTAL SERVICES		
TIRES FOR UNIT #816	VEHICLE MAINTENANCE	616.68
TIRE REPAIRS	VEHICLE MAINTENANCE	1,847.79
Fund 621 - ENVIRONMENTAL SERVICES Total:		2,464.47
Vendor 03321 - DALE'S TIRE & RETREADING, INC. Total:		2,484.47
Vendor: 06739 - DANKO EMERGENCY EQUIPMENT COMPANY		
Fund: 111 - GENERAL		
5 INCH STORZ ADAPTERS FOR T...	DEPARTMENT SUPPLIES	507.15
Fund 111 - GENERAL Total:		507.15
Vendor 06739 - DANKO EMERGENCY EQUIPMENT COMPANY Total:		507.15
Vendor: 10141 - DELORES NUSS		
Fund: 111 - GENERAL		
REIM PARK SHELTER	PARK SHELTER FEE	25.00
Fund 111 - GENERAL Total:		25.00
Vendor 10141 - DELORES NUSS Total:		25.00
Vendor: 00066 - EBSCO INDUSTRIES, INC		
Fund: 111 - GENERAL		
Sbscrp.	SUBSCRIPTIONS	1,250.00
Fund 111 - GENERAL Total:		1,250.00
Vendor 00066 - EBSCO INDUSTRIES, INC Total:		1,250.00
Vendor: 02460 - FASTENAL COMPANY		
Fund: 212 - TRANSPORTATION		
SUPP - BOLTS STREET	DEPARTMENT SUPPLIES	31.74
Fund 212 - TRANSPORTATION Total:		31.74
Vendor 02460 - FASTENAL COMPANY Total:		31.74

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Description (Payable)	Account Name	Amount
Vendor: 00548 - FEDERAL EXPRESS CORPORATION		
Fund: 641 - WATER		
POSTAGE	POSTAGE	107.56
	Fund 641 - WATER Total:	107.56
	Vendor 00548 - FEDERAL EXPRESS CORPORATION Total:	107.56
Vendor: 00794 - FLOYD'S TRUCK CENTER SCOTTSBLUFF		
Fund: 725 - CENTRAL GARAGE		
ES #818- FILTERS	EQUIPMENT MAINTENANCE	21.36
ES #824- FILTERS	EQUIPMENT MAINTENANCE	21.36
ES #825- FILTERS	EQUIPMENT MAINTENANCE	237.79
	Fund 725 - CENTRAL GARAGE Total:	280.51
	Vendor 00794 - FLOYD'S TRUCK CENTER SCOTTSBLUFF Total:	280.51
Vendor: 00060 - FRANCISCO'S BUMPER TO BUMPER INC		
Fund: 111 - GENERAL		
TOW SERVICE-PD	CONTRACTUAL SERVICES	220.00
	Fund 111 - GENERAL Total:	220.00
	Vendor 00060 - FRANCISCO'S BUMPER TO BUMPER INC Total:	220.00
Vendor: 09610 - GRAY TELEVISION GROUP INC		
Fund: 661 - STORMWATER		
CONTRACTUAL SVC	CONTRACTUAL SERVICES	1,390.00
	Fund 661 - STORMWATER Total:	1,390.00
	Vendor 09610 - GRAY TELEVISION GROUP INC Total:	1,390.00
Vendor: 00299 - HULLINGER GLASS & LOCKS INC.		
Fund: 111 - GENERAL		
DEPT SUPP PARK	DEPARTMENT SUPPLIES	11.00
	Fund 111 - GENERAL Total:	11.00
	Vendor 00299 - HULLINGER GLASS & LOCKS INC. Total:	11.00
Vendor: 06423 - HYDROTEX PARTNERS, LTD		
Fund: 111 - GENERAL		
DEPT SUPP PARK	DEPARTMENT SUPPLIES	778.26
	Fund 111 - GENERAL Total:	778.26
	Vendor 06423 - HYDROTEX PARTNERS, LTD Total:	778.26
Vendor: 00525 - IDEAL LAUNDRY AND CLEANERS, INC.		
Fund: 111 - GENERAL		
UNIFORMS-PD	UNIFORMS & CLOTHING	114.24
UNIFORMS-PD	UNIFORMS & CLOTHING	114.24
UNIFORMS-PD	UNIFORMS & CLOTHING	114.24
UNIFORMS-PD	UNIFORMS & CLOTHING	114.24
	Fund 111 - GENERAL Total:	456.96
Fund: 631 - WASTEWATER		
CONTRACTUAL SVC	CONTRACTUAL SERVICES	26.39
	Fund 631 - WASTEWATER Total:	26.39
Fund: 641 - WATER		
CONTRACTUAL SVC	CONTRACTUAL SERVICES	26.40
	Fund 641 - WATER Total:	26.40
	Vendor 00525 - IDEAL LAUNDRY AND CLEANERS, INC. Total:	509.75
Vendor: 00937 - INDEPENDENT PLUMBING AND HEATING, INC		
Fund: 111 - GENERAL		
GROUND MAINT PARK	GROUNDS MAINTENANCE	12.50
GROUND MAINT PARK	GROUNDS MAINTENANCE	8.70
	Fund 111 - GENERAL Total:	21.20
	Vendor 00937 - INDEPENDENT PLUMBING AND HEATING, INC Total:	21.20

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Description (Payable)	Account Name	Amount
Vendor: 08154 - INTERNAL REVENUE SERVICE		
Fund: 713 - CASH & INVESTMENT POOL		
WITHHOLDINGS	MEDICARE W/H EE PAYABLE	3,758.02
WITHHOLDINGS	MEDICARE W/H EE PAYABLE	3,758.02
WITHHOLDINGS	FICA W/H EE PAYABLE	13,567.75
WITHHOLDINGS	FICA W/H EE PAYABLE	13,567.75
WITHHOLDINGS	FED W/H EE PAYABLE	21,982.68
Fund 713 - CASH & INVESTMENT POOL Total:		56,634.22
Vendor 08154 - INTERNAL REVENUE SERVICE Total:		56,634.22
Vendor: 00806 - INTERNATIONAL ASSOCIATION OF ELECTRICAL INSPECTORS		
Fund: 111 - GENERAL		
DEPT MMBRSH	MEMBERSHIPS	120.00
Fund 111 - GENERAL Total:		120.00
Vendor 00806 - INTERNATIONAL ASSOCIATION OF ELECTRICAL INSPECTORS Total:		120.00
Vendor: 08525 - INTRALINKS, INC		
Fund: 111 - GENERAL		
SONICWALL - POLICE	DEPARTMENT SUPPLIES	502.74
CONTRACT SERVICES - APRIL 20...	CONTRACTUAL SERVICES	637.50
Fund 111 - GENERAL Total:		1,140.24
Fund: 224 - ECONOMIC DEVELOPMENT		
CONTRACT SERVICES - APRIL 20...	CONTRACTUAL SERVICES	85.00
Fund 224 - ECONOMIC DEVELOPMENT Total:		85.00
Vendor 08525 - INTRALINKS, INC Total:		1,225.24
Vendor: 05696 - INVENTIVE WIRELESS OF NE, LLC		
Fund: 111 - GENERAL		
INTERNET CAMPGROUND	PHONE & INTERNET	17.95
INTERNET	PHONE & INTERNET	17.95
Fund 111 - GENERAL Total:		35.90
Vendor 05696 - INVENTIVE WIRELESS OF NE, LLC Total:		35.90
Vendor: 10140 - JOSEPH LOVELIDGE		
Fund: 111 - GENERAL		
REIMB FOR PARK SHELTER	PARK SHELTER FEE	25.00
Fund 111 - GENERAL Total:		25.00
Vendor 10140 - JOSEPH LOVELIDGE Total:		25.00
Vendor: 01170 - KEMBEL SAND & GRAVEL COMPANY		
Fund: 213 - CEMETERY		
DEPT SUPP CEM	DEPARTMENT SUPPLIES	126.58
Fund 213 - CEMETERY Total:		126.58
Vendor 01170 - KEMBEL SAND & GRAVEL COMPANY Total:		126.58
Vendor: 09747 - KNOW HOW LLC		
Fund: 621 - ENVIRONMENTAL SERVICES		
DEF AND HEADLIGHT	VEHICLE MAINTENANCE	49.35
DEF	VEHICLE MAINTENANCE	9.99
DEF	VEHICLE MAINTENANCE	19.98
GLOVES	DEPARTMENT SUPPLIES	15.81
DEF	VEHICLE MAINTENANCE	29.97
DEF	VEHICLE MAINTENANCE	21.34
Fund 621 - ENVIRONMENTAL SERVICES Total:		146.44
Fund: 725 - CENTRAL GARAGE		
POLICE #2- HANDLE	EQUIPMENT MAINTENANCE	45.60
Fund 725 - CENTRAL GARAGE Total:		45.60
Vendor 09747 - KNOW HOW LLC Total:		192.04

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Description (Payable)	Account Name	Amount
Vendor: 08407 - LANDAUER, INC		
Fund: 111 - GENERAL		
EQUIP MAINT-PD	EQUIPMENT MAINTENANCE	172.25
Fund 111 - GENERAL Total:		172.25
Vendor 08407 - LANDAUER, INC Total:		172.25
Vendor: 04892 - LEAGUE ASSOCIATION OF RISK MANAGEMENT		
Fund: 111 - GENERAL		
WORK COMP DEDUCTIBLE	WORKERS COMPENSATION	289.93
WORK COMP DEDUCTIBLE	WORKERS COMPENSATION	707.58
Fund 111 - GENERAL Total:		997.51
Fund: 621 - ENVIRONMENTAL SERVICES		
WORK COMP DEDUCTIBLE	WORKERS COMPENSATION	1,309.77
Fund 621 - ENVIRONMENTAL SERVICES Total:		1,309.77
Vendor 04892 - LEAGUE ASSOCIATION OF RISK MANAGEMENT Total:		2,307.28
Vendor: 10134 - LEE BHM CORP		
Fund: 111 - GENERAL		
LEGAL NOTICE	LEGAL PUBLICATIONS	10.88
LEGAL NOTICE	LEGAL PUBLICATIONS	10.88
PUBLICATIONS	LEGAL PUBLICATIONS	275.63
PUBLICATIONS	LEGAL PUBLICATIONS	75.95
PUBLICATIONS	RECRUITMENT	929.74
Fund 111 - GENERAL Total:		1,303.08
Fund: 621 - ENVIRONMENTAL SERVICES		
PUBLICATIONS	LEGAL PUBLICATIONS	424.40
Fund 621 - ENVIRONMENTAL SERVICES Total:		424.40
Vendor 10134 - LEE BHM CORP Total:		1,727.48
Vendor: 09590 - LEXISNEXIS RISK DATA MANAGEMENT		
Fund: 111 - GENERAL		
CONSULTING-PD	CONSULTING SERVICES	100.00
Fund 111 - GENERAL Total:		100.00
Vendor 09590 - LEXISNEXIS RISK DATA MANAGEMENT Total:		100.00
Vendor: 10105 - M & M GREEN RENTALS LLC		
Fund: 111 - GENERAL		
CONTRACUTAL-PD	CONTRACTUAL SERVICES	906.32
Fund 111 - GENERAL Total:		906.32
Vendor 10105 - M & M GREEN RENTALS LLC Total:		906.32
Vendor: 00242 - M.C. SCHAFF & ASSOCIATES, INC		
Fund: 111 - GENERAL		
DEPT CNTRCL SRVCS	CONTRACTUAL SERVICES	1,330.00
Fund 111 - GENERAL Total:		1,330.00
Fund: 212 - TRANSPORTATION		
ENG. SERV. FOR 27TH & AVE I S...	CONSULTING SERVICES	570.00
Fund 212 - TRANSPORTATION Total:		570.00
Fund: 631 - WASTEWATER		
FACILITY REPAIR	FACILITY REPAIRS	640.00
Fund 631 - WASTEWATER Total:		640.00
Vendor 00242 - M.C. SCHAFF & ASSOCIATES, INC Total:		2,540.00
Vendor: 08190 - MADISON NATIONAL LIFE		
Fund: 111 - GENERAL		
INSURANCE	DISABILITY INSURANCE	452.31
Fund 111 - GENERAL Total:		452.31
Fund: 713 - CASH & INVESTMENT POOL		
INSURANCE	LIFE INS EE PAYABLE	569.94
INSURANCE	DIS INC INS EE PAYABLE	765.38

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Description (Payable)	Account Name	Amount
INSURANCE	LIFE INS ER PAYABLE	730.94
Fund 713 - CASH & INVESTMENT POOL Total:		2,066.26
Vendor 08190 - MADISON NATIONAL LIFE Total:		2,518.57
Vendor: 08317 - MATHESON TRI-GAS INC		
Fund: 641 - WATER		
RENT - MACHINES	RENT-MACHINES	64.62
Fund 641 - WATER Total:		64.62
Vendor 08317 - MATHESON TRI-GAS INC Total:		64.62
Vendor: 07628 - MENARDS, INC		
Fund: 111 - GENERAL		
DEPT SUPPL-PD	DEPARTMENT SUPPLIES	41.94
DEPT SUPPL-PD	DEPARTMENT SUPPLIES	41.94
DEPT SUPPL-PD	DEPARTMENT SUPPLIES	89.99
DEPT SUPPL-PD	DEPARTMENT SUPPLIES	8.07
DEPT SUPPL-PD	DEPARTMENT SUPPLIES	13.12
CONCRETE SEALANT AND PATCH	DEPARTMENT SUPPLIES	79.78
BOTTLED WATER	DEPARTMENT SUPPLIES	5.36
PAINT SUPPLIES FOR BAY FLOOR	DEPARTMENT SUPPLIES	20.33
CONCRETE PAINT FOR BAY FLO...	DEPARTMENT SUPPLIES	31.98
PAINT SUPPLIES FOR BAY FLOOR	DEPARTMENT SUPPLIES	26.39
DEPT SUPP PARK	DEPARTMENT SUPPLIES	47.92
DEPT SUPP PARK	DEPARTMENT SUPPLIES	14.97
Fund 111 - GENERAL Total:		421.79
Fund: 212 - TRANSPORTATION		
VIRUS SUPP - GERMICIDAL CLE...	DEPARTMENT SUPPLIES	15.98
Fund 212 - TRANSPORTATION Total:		15.98
Vendor 07628 - MENARDS, INC Total:		437.77
Vendor: 00278 - MONUMENT CAR WASH INC		
Fund: 631 - WASTEWATER		
VEHICLE MAINT	VEHICLE MAINTENANCE	24.84
Fund 631 - WASTEWATER Total:		24.84
Fund: 641 - WATER		
VEHICLE MAINT	VEHICLE MAINTENANCE	23.61
Fund 641 - WATER Total:		23.61
Vendor 00278 - MONUMENT CAR WASH INC Total:		48.45
Vendor: 02569 - MUNIMETRIX SYSTEMS CORP		
Fund: 111 - GENERAL		
IMAGESILO - APRIL 2020	CONTRACTUAL SERVICES	39.99
Fund 111 - GENERAL Total:		39.99
Vendor 02569 - MUNIMETRIX SYSTEMS CORP Total:		39.99
Vendor: 04082 - NE CHILD SUPPORT PAYMENT CENTER		
Fund: 713 - CASH & INVESTMENT POOL		
NE CHILD SUPPORT PYBLE	CHILD SUPPORT EE PAY	916.60
Fund 713 - CASH & INVESTMENT POOL Total:		916.60
Vendor 04082 - NE CHILD SUPPORT PAYMENT CENTER Total:		916.60
Vendor: 00797 - NE DEPT OF REVENUE		
Fund: 713 - CASH & INVESTMENT POOL		
WITHHOLDINGS	STATE W/H EE PAYABLE	29,984.76
Fund 713 - CASH & INVESTMENT POOL Total:		29,984.76
Vendor 00797 - NE DEPT OF REVENUE Total:		29,984.76

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Description (Payable)	Account Name	Amount
Vendor: 03397 - NEBRASKA FIRE CHIEFS' ASSOCIATION		
Fund: 111 - GENERAL		
ANNUAL DUES FOR MUNICIPAL ...MEMBERSHIPS		525.00
	Fund 111 - GENERAL Total:	525.00
	Vendor 03397 - NEBRASKA FIRE CHIEFS' ASSOCIATION Total:	525.00
Vendor: 04460 - NEBRASKA INTERACTIVE, LLC		
Fund: 111 - GENERAL		
DRIVERS LIC. REQ. - APRIL 2020 CONSULTING SERVICES		30.00
	Fund 111 - GENERAL Total:	30.00
	Vendor 04460 - NEBRASKA INTERACTIVE, LLC Total:	30.00
Vendor: 00578 - NEBRASKA PUBLIC POWER DISTRICT		
Fund: 111 - GENERAL		
Electric	ELECTRICITY	342.59
Electric	ELECTRICITY	39.63
Electric	ELECTRICITY	864.46
Electric	ELECTRICITY	99.13
Electric	ELECTRICITY	864.47
Electric	ELECTRICITY	242.40
Electric	ELECTRICITY	1,982.62
Electric	ELECTRICITY	2,428.83
Electric	ELECTRICITY	56.00
Electric	ELECTRICITY	30.76
Electric	STREET LIGHTS	100.40
	Fund 111 - GENERAL Total:	7,051.29
Fund: 212 - TRANSPORTATION		
Electric	ELECTRICITY	466.18
Electric	ELECTRIC POWER	1,596.11
Electric	STREET LIGHTS	29,664.50
	Fund 212 - TRANSPORTATION Total:	31,726.79
Fund: 213 - CEMETERY		
Electric	ELECTRICITY	374.52
	Fund 213 - CEMETERY Total:	374.52
Fund: 216 - BUSINESS IMPROVEMENT		
Electric	STREET LIGHTS	85.42
	Fund 216 - BUSINESS IMPROVEMENT Total:	85.42
Fund: 621 - ENVIRONMENTAL SERVICES		
Electric	ELECTRICITY	672.58
	Fund 621 - ENVIRONMENTAL SERVICES Total:	672.58
Fund: 631 - WASTEWATER		
Electric	ELECTRICITY	1,637.72
Electric	ELECTRIC POWER	156.96
	Fund 631 - WASTEWATER Total:	1,794.68
Fund: 641 - WATER		
Electric	ELECTRICITY	163.69
Electric	ELECTRIC POWER	433.18
	Fund 641 - WATER Total:	596.87
Fund: 725 - CENTRAL GARAGE		
Electric	ELECTRICITY	127.22
	Fund 725 - CENTRAL GARAGE Total:	127.22
	Vendor 00578 - NEBRASKA PUBLIC POWER DISTRICT Total:	42,429.37
Vendor: 00632 - NEBRASKA RURAL RADIO ASSOCIATION		
Fund: 661 - STORMWATER		
CONTRACTUAL SVC	CONTRACTUAL SERVICES	100.00

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Description (Payable)	Account Name	Amount
CONTRACTUAL SVC	CONTRACTUAL SERVICES	217.50
Fund 661 - STORMWATER Total:		317.50
Vendor 00632 - NEBRASKA RURAL RADIO ASSOCIATION Total:		317.50
Vendor: 00139 - NORTHWEST PIPE FITTINGS, INC. OF SCOTTSBLUFF		
Fund: 111 - GENERAL		
GROUND MAINT PARK	GROUNDS MAINTENANCE	42.14
GROUND MAINT PARK	GROUNDS MAINTENANCE	11.93
GROUND MAINT PARK	GROUNDS MAINTENANCE	54.10
GROUND MAINT PARK	GROUNDS MAINTENANCE	108.77
GROUND MAINT PARK	GROUNDS MAINTENANCE	90.84
Fund 111 - GENERAL Total:		307.78
Vendor 00139 - NORTHWEST PIPE FITTINGS, INC. OF SCOTTSBLUFF Total:		307.78
Vendor: 08840 - ONE CALL CONCEPTS, INC		
Fund: 212 - TRANSPORTATION		
CONTRACTUAL	CONTRACTUAL SERVICES	39.80
Fund 212 - TRANSPORTATION Total:		39.80
Fund: 631 - WASTEWATER		
CONTRACTUAL	CONTRACTUAL SERVICES	39.80
Fund 631 - WASTEWATER Total:		39.80
Fund: 641 - WATER		
CONTRACTUAL	CONTRACTUAL SERVICES	39.79
Fund 641 - WATER Total:		39.79
Vendor 08840 - ONE CALL CONCEPTS, INC Total:		119.39
Vendor: 00550 - PANHANDLE COOPERATIVE ASSOCIATION		
Fund: 111 - GENERAL		
FUEL	GASOLINE	28.02
FUEL	GASOLINE	24.98
GASOLINE-PD	GASOLINE	1,953.51
GASOLINE	GASOLINE	159.00
FUEL	GASOLINE	112.37
FUEL	OTHER FUEL	104.47
APRIL GASOLINE	GASOLINE	57.12
FUEL CREDIT	GASOLINE	-5.14
FUEL CREDIT	GASOLINE	-18.87
Fund 111 - GENERAL Total:		2,415.46
Fund: 212 - TRANSPORTATION		
UNLEADED GASOLINE	GASOLINE	201.00
UNLEADED GASOLINE	OTHER FUEL	335.01
Fund 212 - TRANSPORTATION Total:		536.01
Fund: 621 - ENVIRONMENTAL SERVICES		
FLEET FUEL- DIESEL	OTHER FUEL	54.52
FLEET FUEL	GASOLINE	34.12
FLEET FUEL	OTHER FUEL	3,842.62
Fund 621 - ENVIRONMENTAL SERVICES Total:		3,931.26
Fund: 631 - WASTEWATER		
FUEL	GASOLINE	53.44
Fund 631 - WASTEWATER Total:		53.44
Fund: 641 - WATER		
FUEL	GASOLINE	224.97
Fund 641 - WATER Total:		224.97
Vendor 00550 - PANHANDLE COOPERATIVE ASSOCIATION Total:		7,161.14
Vendor: 00487 - PANHANDLE ENVIRONMENTAL SERVICES INC		
Fund: 641 - WATER		
SAMPLES	SAMPLES	80.00

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Description (Payable)	Account Name	Amount
SAMPLES	SAMPLES	60.00
Fund 641 - WATER Total:		140.00
Vendor 00487 - PANHANDLE ENVIRONMENTAL SERVICES INC Total:		140.00
Vendor: 09904 - PH&S PRODUCTS LLC		
Fund: 111 - GENERAL		
INVEST SUPPL-PD	INVESTIGATIVE EXPENSES	250.00
Fund 111 - GENERAL Total:		250.00
Vendor 09904 - PH&S PRODUCTS LLC Total:		250.00
Vendor: 01276 - PLATTE VALLEY BANK		
Fund: 713 - CASH & INVESTMENT POOL		
HEALTH SAVINGS ACCOUNT	HSA EE PAYABLE	10,489.50
Fund 713 - CASH & INVESTMENT POOL Total:		10,489.50
Vendor 01276 - PLATTE VALLEY BANK Total:		10,489.50
Vendor: 07838 - QUADLENT LEASING USA INC		
Fund: 111 - GENERAL		
Cont. srvc.	CONTRACTUAL SERVICES	366.00
RENT-MACH-PD	RENT-MACHINES	219.56
Fund 111 - GENERAL Total:		585.56
Vendor 07838 - QUADLENT LEASING USA INC Total:		585.56
Vendor: 00266 - QUILL CORPORATION		
Fund: 111 - GENERAL		
DEPT SUPPL-PD	DEPARTMENT SUPPLIES	1.00
DEPT SUPPL-PD	DEPARTMENT SUPPLIES	22.50
DEPT SUPPL-PD	DEPARTMENT SUPPLIES	22.49
DEPT SUPPL-PD	DEPARTMENT SUPPLIES	1.52
DEPT SUPPL-PD	DEPARTMENT SUPPLIES	44.90
DEPT SUPPL-PD	DEPARTMENT SUPPLIES	29.90
Fund 111 - GENERAL Total:		122.31
Vendor 00266 - QUILL CORPORATION Total:		122.31
Vendor: 01502 - REAMS SPRINKLER SUPPLY CO.		
Fund: 111 - GENERAL		
GROUND MAINT PARK	GROUNDS MAINTENANCE	364.44
Fund 111 - GENERAL Total:		364.44
Vendor 01502 - REAMS SPRINKLER SUPPLY CO. Total:		364.44
Vendor: 04089 - REGIONAL CARE INC		
Fund: 812 - HEALTH INSURANCE		
CLAIMS	CLAIMS EXPENSE	8,395.69
Fund 812 - HEALTH INSURANCE Total:		8,395.69
Vendor 04089 - REGIONAL CARE INC Total:		8,395.69
Vendor: 10041 - RODRIGUEZ JOSE R		
Fund: 111 - GENERAL		
TOW SERVICE-PD	CONTRACTUAL SERVICES	95.00
Fund 111 - GENERAL Total:		95.00
Vendor 10041 - RODRIGUEZ JOSE R Total:		95.00
Vendor: 02324 - RON'S TOWING		
Fund: 111 - GENERAL		
TOW SERVICE-PD	CONTRACTUAL SERVICES	175.00
TOW SERVICE-PD	CONTRACTUAL SERVICES	175.00
Fund 111 - GENERAL Total:		350.00
Vendor 02324 - RON'S TOWING Total:		350.00

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Description (Payable)	Account Name	Amount
Vendor: 00026 - S M E C		
Fund: 713 - CASH & INVESTMENT POOL		
EMPLOYEE DEDUCTION	SMEC EE PAYABLE	130.50
Fund 713 - CASH & INVESTMENT POOL Total:		130.50
Vendor 00026 - S M E C Total:		130.50
Vendor: 02531 - SCB FIREFIGHTERS UNION LOCAL 1454		
Fund: 713 - CASH & INVESTMENT POOL		
FIRE EE DUES	FIRE UNION DUES EE PAY	300.00
Fund 713 - CASH & INVESTMENT POOL Total:		300.00
Vendor 02531 - SCB FIREFIGHTERS UNION LOCAL 1454 Total:		300.00
Vendor: 10142 - SCHANHOLS MICHAEL		
Fund: 621 - ENVIRONMENTAL SERVICES		
REIMB DUMPSTER	COMPACTR/DUMSPTR LEASE	60.90
Fund 621 - ENVIRONMENTAL SERVICES Total:		60.90
Vendor 10142 - SCHANHOLS MICHAEL Total:		60.90
Vendor: 09759 - SCOTTIES POTTIES INC		
Fund: 111 - GENERAL		
CONTRACTUAL	CONTRACTUAL SERVICES	360.00
CONTRACTUAL	CONTRACTUAL SERVICES	360.00
Fund 111 - GENERAL Total:		720.00
Vendor 09759 - SCOTTIES POTTIES INC Total:		720.00
Vendor: 00852 - SCOTTS BLUFF COUNTY COURT		
Fund: 111 - GENERAL		
LEGAL FEES-PD	LEGAL FEES	119.00
Fund 111 - GENERAL Total:		119.00
Vendor 00852 - SCOTTS BLUFF COUNTY COURT Total:		119.00
Vendor: 00273 - SCOTTSBLUFF POLICE OFFICERS ASSOCIATION		
Fund: 713 - CASH & INVESTMENT POOL		
POLICE EE DUES	POL UNION DUES EE PAY	1,092.00
Fund 713 - CASH & INVESTMENT POOL Total:		1,092.00
Vendor 00273 - SCOTTSBLUFF POLICE OFFICERS ASSOCIATION Total:		1,092.00
Vendor: 00684 - SHERIFF'S OFFICE		
Fund: 111 - GENERAL		
LEGAL FEES-PD	LEGAL FEES	20.64
LEGAL FEES-PD	LEGAL FEES	25.32
LEGAL FEES-PD	LEGAL FEES	13.32
LEGAL FEES-PD	LEGAL FEES	21.66
LEGAL FEES-PD	LEGAL FEES	21.66
LEGAL FEES-PD	LEGAL FEES	21.66
LEGAL FEES-PD	LEGAL FEES	9.00
LEGAL FEES-PD	LEGAL FEES	21.66
LEGAL FEES-PD	LEGAL FEES	9.00
LEGAL FEES-PD	LEGAL FEES	20.44
LEGAL FEES-PD	LEGAL FEES	9.00
LEGAL FEES-PD	LEGAL FEES	21.66
LEGAL FEES-PD	LEGAL FEES	28.98
LEGAL FEES-PD	LEGAL FEES	18.00
LEGAL FEES-PD	LEGAL FEES	18.00
LEGAL FEES-PD	LEGAL FEES	21.66
LEGAL FEES-PD	LEGAL FEES	36.30
LEGAL FEES-PD	LEGAL FEES	9.00
LEGAL FEES-PD	LEGAL FEES	25.32
LEGAL FEES-PD	LEGAL FEES	25.32
LEGAL FEES-PD	LEGAL FEES	36.30
LEGAL FEES-PD	LEGAL FEES	25.32

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Description (Payable)	Account Name	Amount
LEGAL FEES-PD	LEGAL FEES	24.10
Fund 111 - GENERAL Total:		483.32
Vendor 00684 - SHERIFF'S OFFICE Total:		483.32
Vendor: 00786 - SHERWIN WILLIAMS		
Fund: 212 - TRANSPORTATION		
YELLOW, WHITE, RED & BLUE L...	STREET REPAIR SUPPLIES	23,583.00
Fund 212 - TRANSPORTATION Total:		23,583.00
Vendor 00786 - SHERWIN WILLIAMS Total:		23,583.00
Vendor: 00021 - SIMMONS OLSEN LAW FIRM, P.C.		
Fund: 111 - GENERAL		
CONTRACTUAL-PD	CONTRACTUAL SERVICES	4,167.18
LEGAL	CONTRACTUAL SERVICES	661.50
LEGAL	CONTRACTUAL SERVICES	6,264.61
LEGAL	PATHWAY	742.50
Fund 111 - GENERAL Total:		11,835.79
Fund: 224 - ECONOMIC DEVELOPMENT		
LEGAL	CONTRACTUAL SERVICES	300.00
LEGAL	CONTRACTUAL SERVICES	87.50
LEGAL	CONTRACTUAL SERVICES	180.00
Fund 224 - ECONOMIC DEVELOPMENT Total:		567.50
Fund: 621 - ENVIRONMENTAL SERVICES		
LEGAL	CONTRACTUAL SERVICES	108.00
Fund 621 - ENVIRONMENTAL SERVICES Total:		108.00
Vendor 00021 - SIMMONS OLSEN LAW FIRM, P.C. Total:		12,511.29
Vendor: 00513 - SNELL SERVICES INC.		
Fund: 111 - GENERAL		
GROUND MAINT PARK	GROUNDS MAINTENANCE	75.00
GROUND MAINT PARK	GROUNDS MAINTENANCE	475.82
Equip. main.	EQUIPMENT MAINTENANCE	3,595.00
Fund 111 - GENERAL Total:		4,145.82
Vendor 00513 - SNELL SERVICES INC. Total:		4,145.82
Vendor: 09663 - SOUNDSLEEPER SECURITY INC.		
Fund: 111 - GENERAL		
CONTRACTUAL-PD	CONTRACTUAL SERVICES	14.95
CONTRACTUAL-PD	CONTRACTUAL SERVICES	14.95
CONTRACTUAL-PD	CONTRACTUAL SERVICES	14.95
Fund 111 - GENERAL Total:		44.85
Vendor 09663 - SOUNDSLEEPER SECURITY INC. Total:		44.85
Vendor: 09880 - SOUTHERN UNIFORM EQUIPMENT		
Fund: 111 - GENERAL		
MEDIUM AND LARGE UNIFORM...	UNIFORMS & CLOTHING	425.76
Fund 111 - GENERAL Total:		425.76
Vendor 09880 - SOUTHERN UNIFORM EQUIPMENT Total:		425.76
Vendor: 01325 - THE PEAHEY CORP		
Fund: 111 - GENERAL		
INVEST SUPPL-PD	INVESTIGATIVE EXPENSES	476.60
Fund 111 - GENERAL Total:		476.60
Vendor 01325 - THE PEAHEY CORP Total:		476.60
Vendor: 08002 - TOYOTA MOTOR CREDIT CORPORATION		
Fund: 218 - PUBLIC SAFETY		
HIDTA CAR LEASE-PD	DEPARTMENT SUPPLIES	343.53
Fund 218 - PUBLIC SAFETY Total:		343.53
Vendor 08002 - TOYOTA MOTOR CREDIT CORPORATION Total:		343.53

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Description (Payable)	Account Name	Amount
Vendor: 09865 - UNION BANK & TRUST		
Fund: 111 - GENERAL		
FEES 3-31-20 DEF.COMP	CONTRACTUAL SERVICES	180.00
FEES 3-31-20 FIRE PENSION	CONTRACTUAL SERVICES	632.01
FEES 3/31/20 GENERAL PENS...	CONTRACTUAL SERVICES	1,016.01
FEES 3-31-20 POLICE PENSION	CONTRACTUAL SERVICES	728.01
		<u>728.01</u>
Fund 111 - GENERAL Total:		2,556.03
Fund: 713 - CASH & INVESTMENT POOL		
RETIREMENT	REGULAR RETIRE EE PAY	7,538.24
RETIREMENT	REGULAR RETIRE EE PAY	7,263.17
RETIREMENT	DEFERRED COMP EE PAY	1,592.62
RETIREMENT	DEFERRED COMP EE PAY	790.00
RETIREMENT	RETIRE FIRE EE PAYABLE	2,800.24
RETIREMENT	RETIRE POLICE EE PAY	5,289.22
RETIREMENT	RETIRE POLICE EE PAY	5,661.90
		<u>5,661.90</u>
Fund 713 - CASH & INVESTMENT POOL Total:		30,935.39
Vendor 09865 - UNION BANK & TRUST Total:		33,491.42
Vendor: 09840 - UNITED STATES WELDING		
Fund: 621 - ENVIRONMENTAL SERVICES		
TANK RENTAL	CONTRACTUAL SERVICES	44.41
		<u>44.41</u>
Fund 621 - ENVIRONMENTAL SERVICES Total:		44.41
Vendor 09840 - UNITED STATES WELDING Total:		44.41
Vendor: 04529 - W & R INC		
Fund: 631 - WASTEWATER		
EQUIP MAINT	EQUIPMENT MAINTENANCE	83.75
		<u>83.75</u>
Fund 631 - WASTEWATER Total:		83.75
Vendor 04529 - W & R INC Total:		83.75
Vendor: 04965 - WATER ENVIRONMENT FEDERATION		
Fund: 631 - WASTEWATER		
MEMBERSHIPS	MEMBERSHIPS	83.00
		<u>83.00</u>
Fund 631 - WASTEWATER Total:		83.00
Vendor 04965 - WATER ENVIRONMENT FEDERATION Total:		83.00
Vendor: 00268 - WESTERN COOPERATIVE COMPANY		
Fund: 111 - GENERAL		
GROUND MAINT PARK	GROUNDS MAINTENANCE	1,901.60
DEPT SUPP PARK	DEPARTMENT SUPPLIES	235.00
		<u>235.00</u>
Fund 111 - GENERAL Total:		2,136.60
Vendor 00268 - WESTERN COOPERATIVE COMPANY Total:		2,136.60
Vendor: 04430 - WESTERN TRAVEL TERMINAL, LLC		
Fund: 111 - GENERAL		
VEH MAINT-PD	VEHICLE MAINTENANCE	384.00
CAR WASH FOR UNIT 2	DEPARTMENT SUPPLIES	13.00
		<u>13.00</u>
Fund 111 - GENERAL Total:		397.00
Vendor 04430 - WESTERN TRAVEL TERMINAL, LLC Total:		397.00
Vendor: 09641 - WOODS & AITKEN LLP		
Fund: 212 - TRANSPORTATION		
PROF SERVICES THRU 4/30/20	CONTRACTUAL SERVICES	540.00
		<u>540.00</u>
Fund 212 - TRANSPORTATION Total:		540.00
Fund: 621 - ENVIRONMENTAL SERVICES		
PROF SERVICES THRU 4/30/20	CONTRACTUAL SERVICES	540.00
		<u>540.00</u>
Fund 621 - ENVIRONMENTAL SERVICES Total:		540.00
Fund: 631 - WASTEWATER		
PROF SERVICES THRU 4/30/20	CONTRACTUAL SERVICES	540.00
		<u>540.00</u>
Fund 631 - WASTEWATER Total:		540.00

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Description (Payable)	Account Name	Amount
Fund: 641 - WATER		
PROF SERVICES THRU 4/30/20	CONTRACTUAL SERVICES	540.00
Fund 641 - WATER Total:		540.00
Vendor 09641 - WOODS & AITKEN LLP Total:		2,160.00
Vendor: 03709 - WYOMING CHILD SUPPORT ENFORCEMENT		
Fund: 713 - CASH & INVESTMENT POOL		
CHILD SUPPORT	CHILD SUPPORT EE PAY	738.08
Fund 713 - CASH & INVESTMENT POOL Total:		738.08
Vendor 03709 - WYOMING CHILD SUPPORT ENFORCEMENT Total:		738.08
Vendor: 02057 - YOUNG MEN'S CHRISTIAN ASSOCIATION OF SCOTTSBLUFF, NE		
Fund: 713 - CASH & INVESTMENT POOL		
YMCA	YMCA PAY EE	765.00
YMCA	YMCA PAY EE	765.00
Fund 713 - CASH & INVESTMENT POOL Total:		1,530.00
Vendor 02057 - YOUNG MEN'S CHRISTIAN ASSOCIATION OF SCOTTSBLUFF, NE Total:		1,530.00
Grand Total:		306,959.61

Report Summary

Fund Summary

Fund	Expense Amount	Payment Amount
111 - GENERAL	50,949.79	452.31
212 - TRANSPORTATION	57,701.05	0.00
213 - CEMETERY	570.93	0.00
216 - BUSINESS IMPROVEMENT	85.42	0.00
218 - PUBLIC SAFETY	28,829.86	0.00
224 - ECONOMIC DEVELOPMENT	720.83	0.00
621 - ENVIRONMENTAL SERVICES	9,943.45	0.00
631 - WASTEWATER	3,638.06	0.00
641 - WATER	8,711.71	0.00
661 - STORMWATER	1,741.82	0.00
713 - CASH & INVESTMENT POOL	134,850.26	134,850.26
721 - GIS SERVICES	34.31	0.00
725 - CENTRAL GARAGE	786.43	0.00
812 - HEALTH INSURANCE	8,395.69	8,395.69
Grand Total:	306,959.61	143,698.26

Account Summary

Account Number	Account Name	Expense Amount	Payment Amount
111-21217	CONTRACTORS LIC PAYAB...	30.00	0.00
111-42206-171	PARK SHELTER FEE	50.00	0.00
111-42302-121	PERMITS	30.00	0.00
111-51261-142	WORKERS COMPENSATI...	289.93	0.00
111-51261-171	WORKERS COMPENSATI...	707.58	0.00
111-51281-142	DISABILITY INSURANCE	452.31	452.31
111-52111-111	DEPARTMENT SUPPLIES	349.98	0.00
111-52111-116	DEPARTMENT SUPPLIES	502.74	0.00
111-52111-141	DEPARTMENT SUPPLIES	1,028.61	0.00
111-52111-142	DEPARTMENT SUPPLIES	534.00	0.00
111-52111-171	DEPARTMENT SUPPLIES	1,087.15	0.00
111-52111-172	DEPARTMENT SUPPLIES	14.00	0.00
111-52121-141	JANITORIAL SUPPLIES	51.06	0.00
111-52121-142	JANITORIAL SUPPLIES	51.06	0.00
111-52163-142	INVESTIGATIVE EXPENSES	726.60	0.00
111-52181-141	UNIFORMS & CLOTHING	425.76	0.00
111-52181-142	UNIFORMS & CLOTHING	456.96	0.00
111-52225-151	SUBSCRIPTIONS	1,250.00	0.00
111-52311-121	MEMBERSHIPS	120.00	0.00
111-52311-141	MEMBERSHIPS	525.00	0.00
111-52411-111	POSTAGE	0.15	0.00
111-52511-111	GASOLINE	47.86	0.00
111-52511-141	GASOLINE	57.12	0.00
111-52511-142	GASOLINE	1,953.51	0.00
111-52511-143	GASOLINE	159.00	0.00
111-52511-171	GASOLINE	93.50	0.00
111-52521-171	OTHER FUEL	104.47	0.00
111-53111-112	CONTRACTUAL SERVICES	1,196.01	0.00
111-53111-114	CONTRACTUAL SERVICES	6,926.11	0.00
111-53111-115	CONTRACTUAL SERVICES	39.99	0.00
111-53111-116	CONTRACTUAL SERVICES	637.50	0.00
111-53111-121	CONTRACTUAL SERVICES	1,330.00	0.00
111-53111-141	CONTRACTUAL SERVICES	632.01	0.00
111-53111-142	CONTRACTUAL SERVICES	7,182.01	0.00
111-53111-151	CONTRACTUAL SERVICES	625.11	0.00
111-53111-171	CONTRACTUAL SERVICES	720.00	0.00
111-53121-112	CONSULTING SERVICES	80.00	0.00
111-53121-142	CONSULTING SERVICES	100.00	0.00
111-53161-115	LEGAL PUBLICATIONS	275.63	0.00

Account Summary

Account Number	Account Name	Expense Amount	Payment Amount
111-53161-143	LEGAL PUBLICATIONS	21.76	0.00
111-53161-171	LEGAL PUBLICATIONS	75.95	0.00
111-53211-142	LEGAL FEES	602.32	0.00
111-53441-111	EQUIPMENT MAINTENAN...	16.23	0.00
111-53441-142	EQUIPMENT MAINTENAN...	172.25	0.00
111-53441-151	EQUIPMENT MAINTENAN...	3,595.00	0.00
111-53441-171	EQUIPMENT MAINTENAN...	126.75	0.00
111-53451-142	VEHICLE MAINTENANCE	516.00	0.00
111-53471-171	GROUNDS MAINTENANCE	3,145.84	0.00
111-53511-111	ELECTRICITY	342.59	0.00
111-53511-141	ELECTRICITY	904.09	0.00
111-53511-142	ELECTRICITY	963.60	0.00
111-53511-143	ELECTRICITY	242.40	0.00
111-53511-151	ELECTRICITY	1,982.62	0.00
111-53511-171	ELECTRICITY	2,484.83	0.00
111-53511-172	ELECTRICITY	30.76	0.00
111-53551-171	STREET LIGHTS	100.40	0.00
111-53561-111	PHONE & INTERNET	235.58	0.00
111-53561-112	PHONE & INTERNET	69.83	0.00
111-53561-114	PHONE & INTERNET	34.31	0.00
111-53561-115	PHONE & INTERNET	37.31	0.00
111-53561-116	PHONE & INTERNET	160.00	0.00
111-53561-121	PHONE & INTERNET	139.67	0.00
111-53561-141	PHONE & INTERNET	325.04	0.00
111-53561-142	PHONE & INTERNET	1,189.19	0.00
111-53561-143	PHONE & INTERNET	35.73	0.00
111-53561-151	PHONE & INTERNET	420.82	0.00
111-53561-171	PHONE & INTERNET	215.75	0.00
111-53561-172	PHONE & INTERNET	28.65	0.00
111-53631-142	RENT-MACHINES	219.56	0.00
111-53913-112	RECRUITMENT	929.74	0.00
111-54391-171	PATHWAY	742.50	0.00
212-52111-212	DEPARTMENT SUPPLIES	156.60	0.00
212-52171-212	STREET REPAIR SUPPLIES	23,583.00	0.00
212-52511-212	GASOLINE	201.00	0.00
212-52521-212	OTHER FUEL	335.01	0.00
212-53111-212	CONTRACTUAL SERVICES	579.80	0.00
212-53121-212	CONSULTING SERVICES	570.00	0.00
212-53511-212	ELECTRICITY	466.18	0.00
212-53531-212	ELECTRIC POWER	1,596.11	0.00
212-53551-212	STREET LIGHTS	29,664.50	0.00
212-53561-212	PHONE & INTERNET	548.85	0.00
213-52111-213	DEPARTMENT SUPPLIES	126.58	0.00
213-53511-213	ELECTRICITY	374.52	0.00
213-53561-213	PHONE & INTERNET	69.83	0.00
216-53551-000	STREET LIGHTS	85.42	0.00
218-52111-142	DEPARTMENT SUPPLIES	343.53	0.00
218-54411-142	EQUIPMENT	1,265.00	0.00
218-54411-143	EQUIPMENT	27,221.33	0.00
224-53111-113	CONTRACTUAL SERVICES	652.50	0.00
224-53561-113	PHONE & INTERNET	68.33	0.00
621-46211-621	COMPACTR/DUMSPTR L...	60.90	0.00
621-51261-621	WORKERS COMPENSATI...	1,309.77	0.00
621-52111-621	DEPARTMENT SUPPLIES	36.81	0.00
621-52511-621	GASOLINE	34.12	0.00
621-52521-621	OTHER FUEL	3,897.14	0.00
621-53111-621	CONTRACTUAL SERVICES	692.41	0.00
621-53161-621	LEGAL PUBLICATIONS	424.40	0.00

Account Summary

Account Number	Account Name	Expense Amount	Payment Amount
621-53451-621	VEHICLE MAINTENANCE	2,595.10	0.00
621-53511-621	ELECTRICITY	672.58	0.00
621-53561-621	PHONE & INTERNET	220.22	0.00
631-52311-631	MEMBERSHIPS	83.00	0.00
631-52511-631	GASOLINE	53.44	0.00
631-53111-631	CONTRACTUAL SERVICES	706.22	0.00
631-53441-631	EQUIPMENT MAINTENAN...	83.75	0.00
631-53451-631	VEHICLE MAINTENANCE	24.84	0.00
631-53461-631	FACILITY REPAIRS	640.00	0.00
631-53511-631	ELECTRICITY	1,637.72	0.00
631-53531-631	ELECTRIC POWER	156.96	0.00
631-53561-631	PHONE & INTERNET	208.85	0.00
631-53571-631	CELLULAR PHONE	43.28	0.00
641-52111-641	DEPARTMENT SUPPLIES	41.64	0.00
641-52116-641	METERS	6,623.29	0.00
641-52117-641	SAMPLES	140.00	0.00
641-52411-641	POSTAGE	107.56	0.00
641-52511-641	GASOLINE	224.97	0.00
641-53111-641	CONTRACTUAL SERVICES	666.20	0.00
641-53451-641	VEHICLE MAINTENANCE	23.61	0.00
641-53511-641	ELECTRICITY	163.69	0.00
641-53531-641	ELECTRIC POWER	433.18	0.00
641-53561-641	PHONE & INTERNET	179.67	0.00
641-53571-641	CELLULAR PHONE	43.28	0.00
641-53631-641	RENT-MACHINES	64.62	0.00
661-53111-661	CONTRACTUAL SERVICES	1,707.50	0.00
661-53561-661	PHONE & INTERNET	34.32	0.00
713-21512	MEDICARE W/H EE PAYAB...	7,516.04	7,516.04
713-21513	FICA W/H EE PAYABLE	27,135.50	27,135.50
713-21514	FED W/H EE PAYABLE	21,982.68	21,982.68
713-21515	STATE W/H EE PAYABLE	29,984.76	29,984.76
713-21517	POL UNION DUES EE PAY	1,092.00	1,092.00
713-21518	FIRE UNION DUES EE PAY	300.00	300.00
713-21523	LIFE INS EE PAYABLE	602.89	602.89
713-21524	SMEC EE PAYABLE	130.50	130.50
713-21528	REGULAR RETIRE EE PAY	14,801.41	14,801.41
713-21529	DEFERRED COMP EE PAY	2,382.62	2,382.62
713-21531	RETIRE FIRE EE PAYABLE	2,800.24	2,800.24
713-21533	RETIRE POLICE EE PAY	10,951.12	10,951.12
713-21534	DIS INC INS EE PAYABLE	765.38	765.38
713-21539	CHILD SUPPORT EE PAY	1,654.68	1,654.68
713-21540	YMCA PAY EE	1,530.00	1,530.00
713-21541	HSA EE PAYABLE	10,489.50	10,489.50
713-21723	LIFE INS ER PAYABLE	730.94	730.94
721-53561-721	PHONE & INTERNET	34.31	0.00
725-53441-725	EQUIPMENT MAINTENAN...	403.21	0.00
725-53451-725	VEHICLE MAINTENANCE	221.00	0.00
725-53511-725	ELECTRICITY	127.22	0.00
725-53561-725	PHONE & INTERNET	35.00	0.00
812-53862-112	CLAIMS EXPENSE	8,395.69	8,395.69
Grand Total:		306,959.61	143,698.26

Project Account Summary

Project Account Key	Expense Amount	Payment Amount
None	304,874.26	143,698.26
21852111142	343.53	0.00
6002053111	1,707.50	0.00

Project Account Summary

Project Account Key	Expense Amount	Payment Amount
6002053561	34.32	0.00
Grand Total:	306,959.61	143,698.26

UTILITY REFUNDS 5-18-2020

Account #	Contact	Service Address	Refund Amount
080-3087-01	SMITH LAND	11 E 27TH ST SCOTTSBLUFF NE 69361	4.87
020-3368-03	KIRK BARGE	705 W 20TH ST SCOTTSBLUFF NE 69361	2.51
035-1365-00	GERRY HRASKY	1312 AVE D SCOTTSBLUFF NE 69361	16.56
3			\$23.94

City of Scottsbluff, Nebraska

Monday, May 18, 2020

Regular Meeting

Item Fin Rep1

Council to receive the April 2020 Financial Report.

Staff Contact: Liz Hilyard, Finance Director

City of Scottsbluff

FUND EQUITY IN CASH - YEAR TO DATE

FOR THE SEVEN MONTHS ENDED APRIL 30, 2020 AND 2019

Fund	Fund #	OCTOBER 1, 2018		OCTOBER 1, 2019		
		APRIL 30, 2019		APRIL 30, 2020		
		NET CHANGE IN CASH		NET CHANGE IN CASH		
General	111	\$	660,599.78	\$	355,489.25	
Regional Library	211	\$	(651.91)	\$	1,621.53	
Transportation	212	\$	(997,398.30)	\$	173,712.76	
Cemetery	213	\$	47,160.27	\$	2,046.57	
Cemetery Perp Care	214	\$	(36,462.74)	\$	17,921.49	
Special Projects	215	\$	44,787.65	\$	1,128,841.21	HAIL INSURANCE PROCEEDS
Business Improvement	216	\$	3,996.16	\$	(8,936.85)	CHARGEBACKS FOR SERVICE FROM PARKS & STREETS DEPTS
Public Safety	218	\$	(75,489.32)	\$	(45,362.06)	HAIL INSURANCE PROCEEDS, LESS ANNUAL COMM CENTER PAYMENT
Scb Industrial Sites	219	\$	(101,272.51)	\$	1,928.86	
Keno	223	\$	(47,806.21)	\$	(9,248.29)	BALLON FEST PMT, PURCHASE PLAYGROUND EQUIPMENT
Economic Development	224	\$	(1,026,181.25)	\$	(13,605.35)	LB840 LOANS
Mutual Fire Organization	225	\$	13,602.18	\$	45,992.12	
Debt Service	311	\$	(339,445.33)	\$	(218,513.39)	BOND PAYMENTS
TIF	321	\$	(178,132.51)	\$	(156,571.32)	BONDHOLDER PAYMENTS
CDBG	411	\$	112.48	\$	696.53	
Leasing Corporation	412	\$	4.50	\$	136.98	
Capital Projects	511	\$	20,434.07	\$	(7,151.76)	PARKS PURCHASE ONE NEW MOWER
Environmental Services	621	\$	434,563.32	\$	222,710.08	
Wastewater	631	\$	65,731.74	\$	447,467.30	
Water	641	\$	221,803.49	\$	169,278.94	
Electric	651	\$	5,242.42	\$	32,467.59	
Stormwater	661	\$	(267,376.52)	\$	(35,785.27)	BOND PAYMENTS
GIS	721	\$	362.77	\$	14,965.81	
Central Garage	725	\$	(109,732.52)	\$	(98,843.92)	INTERNAL SERVICE FUND
Unemployment Comp	811	\$	244.79	\$	1,480.59	
Health Insurance	812	\$	188,508.21	\$	166,582.48	EE PREMIUM PAYMENTS, REINSURANCE PAYMENTS IN EXCESS OF CLAIMS
TOTAL		\$	(1,472,795.29)	\$	2,189,321.88	

City of Scottsbluff

Fund Equity in Cash
April 30, 2020

Fund	Fund #	2 YRS PRIOR April 30, 2018	PRIOR YEAR April 30, 2019	PRIOR MONTH March 31, 2020	CURRENT MONTH April 30, 2020	MONTHLY CHANGE IN CASH	
General	111	\$ 5,487,240.37	\$ 6,782,291.78	\$ 7,879,334.00	\$ 7,799,100.15	\$ (80,233.85)	operations
Regional Library	211	46,593.13	48,686.25	53,419.87	53,464.67	44.80	
Transportation	212	2,635,858.85	3,400,549.93	3,375,648.59	3,486,210.34	110,561.75	STP annual payment
Cemetery	213	26,469.87	94,360.20	96,493.37	85,767.04	(10,726.33)	operations
Cemetery Perp Care	214	673,211.41	689,315.69	713,785.30	726,549.21	12,763.91	
Special Projects	215	260,180.71	164,949.25	1,294,150.17	1,300,897.62	6,747.45	
Business Improvement	216	240,526.67	270,413.39	241,187.82	244,663.43	3,475.61	
Public Safety	218	297,364.96	345,979.35	403,207.58	412,838.42	9,630.84	
Scb Industrial Sites	219	169,439.43	68,460.01	70,790.59	70,784.40	(6.19)	
Keno	223	230,766.91	213,505.42	164,302.22	169,357.61	5,055.39	
Economic Development	224	4,899,159.83	3,383,368.18	4,352,035.81	4,210,115.97	(141,919.84)	LB840 loans
Mutual Fire Organization	225	223,783.59	292,262.01	383,744.36	378,696.66	(5,047.70)	
Debt Service	311	2,844,864.69	3,020,627.42	3,256,492.68	3,361,352.41	104,859.73	
TIF	321	252,050.21	194,054.77	203,062.75	213,687.41	10,624.66	
CDBG	411	30,753.55	31,091.51	32,051.40	32,078.28	26.88	
Leasing Corporation	412	6,726.14	6,779.95	6,974.36	6,980.21	5.85	
Capital Projects	511	65,960.30	98,338.49	106,840.26	78,731.70	(28,108.56)	Parks purchase 1 new mower
Environmental Services	621	1,383,474.02	2,121,999.37	2,737,489.59	2,786,445.24	48,955.65	
Wastewater	631	2,678,241.29	2,671,910.57	3,016,498.38	3,092,849.30	76,350.92	
Water	641	1,747,500.12	2,129,878.23	2,616,889.38	2,627,104.40	10,215.02	
Electric	651	1,433,526.91	1,449,279.84	1,494,023.73	1,495,276.59	1,252.86	
Stormwater	661	636,841.29	595,200.85	573,149.76	572,270.22	(879.54)	
GIS	721	36,939.57	59,928.97	102,179.27	96,053.60	(6,125.67)	
Central Garage	725	(183,078.38)	(349,434.13)	(478,212.45)	(496,775.33)	(18,562.88)	internal service fund
Unemployment Comp	811	66,937.44	67,673.02	69,726.87	69,785.34	58.47	
Health Insurance	812	1,702,974.33	2,066,562.71	2,526,638.36	2,654,267.41	127,629.05	claims less than reinsurance/EE premium payments
TOTAL		\$ 27,894,307.21	\$ 29,918,033.03	\$ 35,291,904.02	\$ 35,528,552.30	\$ 236,648.28	



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

	2017-2018 YTD Activity	2018-2019 YTD Activity	2019-2020 Budget	April 2019-2020 MTD Activity	2019-2020 YTD Activity	2019-2020 Budget Remaining	% Budget Remaining
<u>111 - GENERAL</u>							
400 - Taxes	3,137,947.80	3,035,188.42	4,875,642.00	505,316.39	3,363,090.36	1,512,551.64	31 %
412 - Intergovernmental	22,423.17	43,250.84	100,474.00	421.05	53,751.87	46,722.13	47 %
420 - Charges for Services	227,895.13	239,579.62	470,550.00	13,069.33	189,747.17	280,802.83	60 %
460 - Investment Income	39,800.35	76,015.81	50,000.00	6,534.70	71,030.23	(21,030.23)	-42 %
470 - Miscellaneous Revenues	604,694.38	56,137.20	33,185.00	1,570.39	75,409.93	(42,224.93)	-127 %
480 - Other Financing Uses	1,634,033.59	2,236,286.97	2,877,000.00	228,961.72	1,772,362.42	1,104,637.58	38 %
111 - GENERAL Totals:	5,666,794.42	5,686,458.86	8,406,851.00	755,873.58	5,525,391.98	0.00	34 %
<u>211 - REGIONAL LIBRARY</u>							
460 - Investment Income	370.67	613.48	400.00	44.80	498.87	(98.87)	-25 %
470 - Miscellaneous Revenues	601.30	554.40	1,000.00	0.00	484.85	515.15	52 %
211 - REGIONAL LIBRARY Totals:	971.97	1,167.88	1,400.00	44.80	983.72	0.00	30 %
<u>212 - TRANSPORTATION</u>							
400 - Taxes	526,640.81	499,063.67	1,109,910.00	112,768.46	742,892.44	367,017.56	33 %
412 - Intergovernmental	1,230,940.40	1,289,912.73	2,101,426.00	146,413.79	1,388,049.68	713,376.32	34 %
420 - Charges for Services	26,587.50	26,882.50	0.00	32,970.00	36,987.50	(36,987.50)	0 %
460 - Investment Income	18,002.11	39,969.45	10,000.00	2,921.03	28,849.84	(18,849.84)	-188 %
470 - Miscellaneous Revenues	234,915.78	8,657.31	0.00	0.00	37,770.65	(37,770.65)	0 %
480 - Other Financing Uses	0.00	0.00	1,700,000.00	0.00	18,520.98	1,681,479.02	99 %
212 - TRANSPORTATION Totals:	2,037,086.60	1,864,485.66	4,921,336.00	295,073.28	2,253,071.09	0.00	54 %
<u>213 - CEMETERY</u>							
420 - Charges for Services	30,650.00	31,450.00	53,800.00	3,400.00	23,200.00	30,600.00	57 %
460 - Investment Income	215.71	880.33	100.00	71.86	876.15	(776.15)	-776 %
470 - Miscellaneous Revenues	22,801.80	18,450.00	33,000.00	2,850.00	22,350.00	10,650.00	32 %
480 - Other Financing Uses	65,000.00	105,000.00	140,000.00	0.00	70,000.00	70,000.00	50 %
213 - CEMETERY Totals:	118,667.51	155,780.33	226,900.00	6,321.86	116,426.15	0.00	49 %
<u>214 - CEMETARY PERPETUAL CARE</u>							
400 - Taxes	57,227.75	54,061.76	165,000.00	10,755.15	62,294.48	102,705.52	62 %

	2017-2018 YTD Activity	2018-2019 YTD Activity	2019-2020 Budget	April 2019-2020 MTD Activity	2019-2020 YTD Activity	2019-2020 Budget Remaining	% Budget Remaining
420 - Charges for Services	10,400.00	12,200.00	17,000.00	1,400.00	9,800.00	7,200.00	42 %
460 - Investment Income	5,171.44	8,577.73	4,000.00	608.76	6,650.87	(2,650.87)	-66 %
214 - CEMETARY PERPETUAL CARE Totals:	72,799.19	74,839.49	186,000.00	12,763.91	78,745.35	0.00	58 %
<u>215 - SPECIAL PROJECTS</u>							
400 - Taxes	71,435.86	46,192.13	0.00	5,807.39	59,092.63	(59,092.63)	0 %
412 - Intergovernmental	10,750.21	44,366.95	0.00	0.00	6,001.04	(6,001.04)	0 %
450 - Contributions & Donations	3,267.00	3,314.00	0.00	0.00	3,160.00	(3,160.00)	0 %
460 - Investment Income	1,955.78	1,830.54	1,000.00	1,090.00	10,722.82	(9,722.82)	-972 %
470 - Miscellaneous Revenues	10,546.55	823.75	500,000.00	0.00	1,085,839.66	(585,839.66)	-117 %
215 - SPECIAL PROJECTS Totals:	97,955.40	96,527.37	501,000.00	6,897.39	1,164,816.15	0.00	-132 %
<u>216 - BUSINESS IMPROVEMENT</u>							
400 - Taxes	18,146.30	10,474.99	54,300.00	3,356.03	8,753.76	45,546.24	84 %
412 - Intergovernmental	0.00	25,258.00	0.00	0.00	0.00	0.00	0 %
460 - Investment Income	1,876.70	3,427.26	1,500.00	205.00	2,310.91	(810.91)	-54 %
216 - BUSINESS IMPROVEMENT Totals:	20,023.00	39,160.25	55,800.00	3,561.03	11,064.67	0.00	80 %
<u>218 - PUBLIC SAFETY</u>							
400 - Taxes	74,608.04	70,480.53	216,000.00	14,021.52	81,213.52	134,786.48	62 %
412 - Intergovernmental	41,677.22	3,368.21	0.00	343.53	6,716.77	(6,716.77)	0 %
460 - Investment Income	2,702.89	4,241.78	2,000.00	345.91	3,861.75	(1,861.75)	-93 %
470 - Miscellaneous Revenues	0.00	0.00	0.00	0.00	118,981.67	(118,981.67)	0 %
218 - PUBLIC SAFETY Totals:	118,988.15	78,090.52	218,000.00	14,710.96	210,773.71	0.00	3 %
<u>219 - INDUSTRIAL SITES</u>							
460 - Investment Income	1,563.17	1,334.26	200.00	59.31	663.81	(463.81)	-232 %
219 - INDUSTRIAL SITES Totals:	1,563.17	1,334.26	200.00	59.31	663.81	0.00	-232 %
<u>223 - KENO</u>							
460 - Investment Income	1,694.55	2,643.48	1,000.00	141.90	1,583.60	(583.60)	-58 %
470 - Miscellaneous Revenues	54,010.81	45,562.77	70,000.00	4,913.49	38,359.75	31,640.25	45 %
223 - KENO Totals:	55,705.36	48,206.25	71,000.00	5,055.39	39,943.35	0.00	44 %
<u>224 - ECONOMIC DEVELOPMENT</u>							
400 - Taxes	573,206.85	555,989.11	849,991.00	84,577.75	649,452.29	200,538.71	24 %

	2017-2018 YTD Activity	2018-2019 YTD Activity	2019-2020 Budget	April 2019-2020 MTD Activity	2019-2020 YTD Activity	2019-2020 Budget Remaining	% Budget Remaining
460 - Investment Income	41,270.82	48,720.59	30,000.00	3,527.57	41,824.58	(11,824.58)	-39 %
470 - Miscellaneous Revenues	69,107.13	151,417.90	324,253.00	3,817.92	207,850.55	116,402.45	36 %
224 - ECONOMIC DEVELOPMENT Totals:	683,584.80	756,127.60	1,204,244.00	91,923.24	899,127.42	0.00	25 %
<u>225 - MUTUAL FIRE</u>							
412 - Intergovernmental	285,715.00	0.00	0.00	0.00	3,145.00	(3,145.00)	0 %
460 - Investment Income	2,025.87	3,616.44	2,000.00	317.30	3,586.70	(1,586.70)	-79 %
470 - Miscellaneous Revenues	52,848.00	47,253.50	94,507.00	0.00	52,848.00	41,659.00	44 %
225 - MUTUAL FIRE Totals:	340,588.87	50,869.94	96,507.00	317.30	59,579.70	0.00	38 %
<u>311 - DEBT SERVICE</u>							
400 - Taxes	271,169.52	271,762.82	946,741.00	108,643.89	328,738.61	618,002.39	65 %
460 - Investment Income	21,760.71	36,159.59	20,000.00	2,816.41	30,480.24	(10,480.24)	-52 %
470 - Miscellaneous Revenues	79,084.66	79,213.86	103,409.00	0.00	71,514.50	31,894.50	31 %
480 - Other Financing Uses	0.00	0.00	1,000,000.00	0.00	0.00	1,000,000.00	100 %
311 - DEBT SERVICE Totals:	372,014.89	387,136.27	2,070,150.00	111,460.30	430,733.35	0.00	79 %
<u>321 - TIF PROJECTS</u>							
400 - Taxes	70,979.65	22,395.36	439,457.00	10,445.62	34,921.63	404,535.37	92 %
460 - Investment Income	1,688.17	2,424.97	1,300.00	179.04	1,921.76	(621.76)	-48 %
480 - Other Financing Uses	0.00	0.00	300,000.00	0.00	0.00	300,000.00	100 %
321 - TIF PROJECTS Totals:	72,667.82	24,820.33	740,757.00	10,624.66	36,843.39	0.00	95 %
<u>411 - CDBG</u>							
460 - Investment Income	242.12	380.94	300.00	26.88	300.52	(0.52)	0 %
411 - CDBG Totals:	242.12	380.94	300.00	26.88	300.52	0.00	0 %
<u>412 - LEASE CORPORATION</u>							
460 - Investment Income	53.10	83.20	50.00	5.85	65.45	(15.45)	-31 %
480 - Other Financing Uses	692,002.42	693,628.77	689,395.00	6,600.57	688,951.24	443.76	0 %
412 - LEASE CORPORATION Totals:	692,055.52	693,711.97	689,445.00	6,606.42	689,016.69	0.00	0 %
<u>511 - CAPITAL PROJECTS FUND</u>							
400 - Taxes	21,195.26	20,022.86	59,000.00	3,983.38	23,072.04	35,927.96	61 %
460 - Investment Income	521.00	1,087.45	500.00	65.97	911.65	(411.65)	-82 %
511 - CAPITAL PROJECTS FUND Totals:	21,716.26	21,110.31	59,500.00	4,049.35	23,983.69	0.00	60 %
<u>621 - ENVIRONMENTAL SERVICES</u>							

	2017-2018 YTD Activity	2018-2019 YTD Activity	2019-2020 Budget	April 2019-2020 MTD Activity	2019-2020 YTD Activity	2019-2020 Budget Remaining	% Budget Remaining
420 - Charges for Services	1,674,143.89	1,721,702.66	2,992,612.00	254,603.26	1,758,151.30	1,234,460.70	41 %
460 - Investment Income	9,388.86	23,164.95	5,000.00	2,334.71	25,167.98	(20,167.98)	-403 %
470 - Miscellaneous Revenues	46.42	0.00	500.00	0.00	0.00	500.00	100 %
480 - Other Financing Uses	0.00	0.00	0.00	0.00	2,984.95	(2,984.95)	0 %
621 - ENVIRONMENTAL SERVICES Totals:	1,683,579.17	1,744,867.61	2,998,112.00	256,937.97	1,786,304.23	0.00	40 %
<u>631 - WASTEWATER</u>							
420 - Charges for Services	1,491,626.34	1,523,098.01	2,680,016.00	203,484.44	1,538,907.01	1,141,108.99	43 %
440 - Rents	10,805.00	0.00	0.00	0.00	0.00	0.00	0 %
460 - Investment Income	19,726.35	30,618.19	15,000.00	2,591.44	26,732.59	(11,732.59)	-78 %
480 - Other Financing Uses	0.00	0.00	0.00	0.00	11,235.18	(11,235.18)	0 %
631 - WASTEWATER Totals:	1,522,157.69	1,553,716.20	2,695,016.00	206,075.88	1,576,874.78	0.00	41 %
<u>641 - WATER</u>							
420 - Charges for Services	1,055,072.46	1,088,953.05	1,951,089.00	129,746.30	1,070,537.87	880,551.13	45 %
440 - Rents	19,860.70	20,743.54	39,788.00	3,444.12	26,349.83	13,438.17	34 %
460 - Investment Income	14,337.95	25,396.72	15,000.00	2,201.20	24,181.38	(9,181.38)	-61 %
470 - Miscellaneous Revenues	15,125.28	20,755.10	5,000.00	862.40	19,708.99	(14,708.99)	-294 %
641 - WATER Totals:	1,104,396.39	1,155,848.41	2,010,877.00	136,254.02	1,140,778.07	0.00	43 %
<u>651 - ELECTRIC</u>							
460 - Investment Income	11,284.09	17,756.72	10,000.00	1,252.86	14,008.40	(4,008.40)	-40 %
470 - Miscellaneous Revenues	1,392,033.59	2,047,786.97	2,700,000.00	228,961.72	1,683,862.42	1,016,137.58	38 %
651 - ELECTRIC Totals:	1,403,317.68	2,065,543.69	2,710,000.00	230,214.58	1,697,870.82	0.00	37 %
<u>661 - STORMWATER</u>							
420 - Charges for Services	46,119.80	56,489.62	117,600.00	10,060.66	66,609.21	50,990.79	43 %
460 - Investment Income	4,964.21	7,771.55	3,400.00	479.49	5,270.12	(1,870.12)	-55 %
470 - Miscellaneous Revenues	251.03	0.00	8,407.00	1,460.40	14,370.40	(5,963.40)	-71 %
480 - Other Financing Uses	25,000.00	25,000.00	50,000.00	0.00	25,000.00	25,000.00	50 %
661 - STORMWATER Totals:	76,335.04	89,261.17	179,407.00	12,000.55	111,249.73	0.00	38 %
<u>713 - CASH & INVESTMENT POOL</u>							
470 - Miscellaneous Revenues	5.19	8.81	0.00	(0.40)	(5.51)	5.51	0 %
713 - CASH & INVESTMENT POOL Totals:	5.19	8.81	0.00	(0.40)	(5.51)	0.00	0 %

	2017-2018 YTD Activity	2018-2019 YTD Activity	2019-2020 Budget	April 2019-2020 MTD Activity	2019-2020 YTD Activity	2019-2020 Budget Remaining	% Budget Remaining
<u>721 - GIS SERVICES</u>							
460 - Investment Income	345.46	719.36	200.00	80.48	907.86	(707.86)	-354 %
480 - Other Financing Uses	48,500.00	48,500.00	105,575.00	0.00	52,787.50	52,787.50	50 %
721 - GIS SERVICES Totals:	48,845.46	49,219.36	105,775.00	80.48	53,695.36	0.00	49 %
<u>725 - CENTRAL GARAGE</u>							
420 - Charges for Services	99,031.15	111,674.21	230,200.00	3,301.47	62,961.66	167,238.34	73 %
725 - CENTRAL GARAGE Totals:	99,031.15	111,674.21	230,200.00	3,301.47	62,961.66	0.00	73 %
<u>811 - UNEMPLOYMENT COMP</u>							
460 - Investment Income	526.91	829.14	500.00	58.47	653.77	(153.77)	-31 %
811 - UNEMPLOYMENT COMP Totals:	526.91	829.14	500.00	58.47	653.77	0.00	-31 %
<u>812 - HEALTH INSURANCE</u>							
460 - Investment Income	11,835.01	22,670.01	5,000.00	2,223.96	22,669.68	(17,669.68)	-353 %
470 - Miscellaneous Revenues	1,496,696.93	1,401,432.96	2,086,000.00	173,862.25	1,229,157.91	856,842.09	41 %
812 - HEALTH INSURANCE Totals:	1,508,531.94	1,424,102.97	2,091,000.00	176,086.21	1,251,827.59	0.00	40 %



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

	2017-2018 YTD Activity	2018-2019 YTD Activity	2019-2020 Budget	April 2019-2020 MTD Activity	2019-2020 YTD Activity	2019-2020 Budget Remaining	% Budget Remaining
<u>111 - GENERAL</u>							
500 - Personnel	3,700,671.50	3,748,001.03	6,828,099.00	653,500.79	3,828,373.21	2,999,725.79	44 %
503 - Supplies	209,132.81	168,847.82	474,300.00	23,898.46	189,703.21	284,596.79	60 %
504 - Contract Services	983,976.83	939,504.11	1,746,998.00	153,109.53	1,021,427.74	725,570.26	42 %
550 - Capital Outlay	16,608.44	12,748.11	1,995,000.00	3,345.00	99,162.95	1,895,837.05	95 %
570 - Other Financing Uses	0.00	0.00	250,000.00	0.00	0.00	250,000.00	100 %
111 - GENERAL Totals:	4,910,389.58	4,869,101.07	11,294,397.00	833,853.78	5,138,667.11	0.00	55 %
<u>211 - REGIONAL LIBRARY</u>							
503 - Supplies	343.14	1,386.31	12,500.00	0.00	0.00	12,500.00	100 %
504 - Contract Services	814.99	0.00	3,000.00	0.00	0.00	3,000.00	100 %
211 - REGIONAL LIBRARY Totals:	1,158.13	1,386.31	15,500.00	0.00	0.00	0.00	100 %
<u>212 - TRANSPORTATION</u>							
500 - Personnel	563,788.38	576,126.67	945,441.00	95,620.28	557,693.04	387,747.96	41 %
503 - Supplies	129,577.22	107,249.67	318,150.00	4,307.25	65,549.46	252,600.54	79 %
504 - Contract Services	524,224.51	336,311.27	1,038,769.00	51,495.84	427,871.56	610,897.44	59 %
550 - Capital Outlay	117,348.79	568,553.74	2,475,000.00	8,683.47	49,178.47	2,425,821.53	98 %
560 - Debt Service	483,555.00	879,342.51	850,833.05	24,404.69	850,827.97	5.08	0 %
570 - Other Financing Uses	26,000.00	26,000.00	255,675.00	0.00	27,837.50	227,837.50	89 %
212 - TRANSPORTATION Totals:	1,844,493.90	2,493,583.86	5,883,868.05	184,511.53	1,978,958.00	0.00	66 %
<u>213 - CEMETERY</u>							
500 - Personnel	85,697.27	87,605.56	159,504.00	15,017.68	87,629.26	71,874.74	45 %
503 - Supplies	4,323.97	2,572.83	22,500.00	1,711.43	7,015.25	15,484.75	69 %
504 - Contract Services	8,086.97	9,217.27	30,666.00	619.08	14,015.13	16,650.87	54 %
550 - Capital Outlay	0.00	0.00	6,000.00	0.00	0.00	6,000.00	100 %
213 - CEMETERY Totals:	98,108.21	99,395.66	218,670.00	17,348.19	108,659.64	0.00	50 %
<u>214 - CEMETARY PERPETUAL CARE</u>							
504 - Contract Services	0.00	0.00	500,000.00	0.00	0.00	500,000.00	100 %
570 - Other Financing Uses	65,000.00	105,000.00	140,000.00	0.00	70,000.00	70,000.00	50 %
214 - CEMETARY PERPETUAL CARE Totals:	65,000.00	105,000.00	640,000.00	0.00	70,000.00	0.00	89 %
<u>215 - SPECIAL PROJECTS</u>							

	2017-2018 YTD Activity	2018-2019 YTD Activity	2019-2020 Budget	April 2019-2020 MTD Activity	2019-2020 YTD Activity	2019-2020 Budget Remaining	% Budget Remaining
500 - Personnel	10,550.21	9,594.40	0.00	0.00	6,001.04	(6,001.04)	0 %
503 - Supplies	3,425.65	379.92	500,000.00	149.94	10,485.58	489,514.42	98 %
504 - Contract Services	63,267.59	2,190.00	0.00	0.00	112.50	(112.50)	0 %
550 - Capital Outlay	0.00	7,009.19	0.00	0.00	0.00	0.00	0 %
215 - SPECIAL PROJECTS Totals:	77,243.45	19,173.51	500,000.00	149.94	16,599.12	0.00	97 %
<u>216 - BUSINESS IMPROVEMENT</u>							
500 - Personnel	1,169.32	9,680.99	20,000.00	0.00	17,229.77	2,770.23	14 %
503 - Supplies	6,681.00	0.00	0.00	0.00	0.00	0.00	0 %
504 - Contract Services	8,328.98	7,661.53	22,700.00	85.42	6,029.78	16,670.22	73 %
550 - Capital Outlay	0.00	15,421.27	110,000.00	0.00	0.00	110,000.00	100 %
570 - Other Financing Uses	0.00	0.00	50,000.00	0.00	0.00	50,000.00	100 %
216 - BUSINESS IMPROVEMENT Totals:	16,179.30	32,763.79	202,700.00	85.42	23,259.55	0.00	89 %
<u>218 - PUBLIC SAFETY</u>							
503 - Supplies	7,925.52	12,871.99	54,000.00	343.53	11,471.67	42,528.33	79 %
504 - Contract Services	82,418.00	88,070.22	87,700.00	0.00	85,169.04	2,530.96	3 %
550 - Capital Outlay	165,242.06	45,865.24	209,000.00	4,736.59	131,483.98	77,516.02	37 %
570 - Other Financing Uses	0.00	0.00	200,000.00	0.00	0.00	200,000.00	100 %
218 - PUBLIC SAFETY Totals:	255,585.58	146,807.45	550,700.00	5,080.12	228,124.69	0.00	59 %
<u>219 - INDUSTRIAL SITES</u>							
504 - Contract Services	0.00	675.00	50,500.00	67.50	351.00	50,149.00	99 %
570 - Other Financing Uses	153,500.00	100,000.00	0.00	0.00	0.00	0.00	0 %
219 - INDUSTRIAL SITES Totals:	153,500.00	100,675.00	50,500.00	67.50	351.00	0.00	99 %
<u>223 - KENO</u>							
503 - Supplies	8,701.56	3,311.28	13,500.00	0.00	14,109.74	(609.74)	-5 %
504 - Contract Services	15,278.37	46,149.98	21,500.00	0.00	11,017.15	10,482.85	49 %
550 - Capital Outlay	5,909.00	0.00	75,000.00	0.00	9,050.00	65,950.00	88 %
223 - KENO Totals:	29,888.93	49,461.26	110,000.00	0.00	34,176.89	0.00	69 %
<u>224 - ECONOMIC DEVELOPMENT</u>							
500 - Personnel	55,436.14	60,204.27	105,635.00	11,807.70	63,073.97	42,561.03	40 %
503 - Supplies	1,007.44	575.18	1,250.00	51.80	2,355.97	(1,105.97)	-88 %
504 - Contract Services	1,050,567.35	1,555,193.77	3,056,150.00	221,983.58	851,644.00	2,204,506.00	72 %
224 - ECONOMIC DEVELOPMENT Totals:	1,107,010.93	1,615,973.22	3,163,035.00	233,843.08	917,073.94	0.00	71 %

	2017-2018 YTD Activity	2018-2019 YTD Activity	2019-2020 Budget	April 2019-2020 MTD Activity	2019-2020 YTD Activity	2019-2020 Budget Remaining	% Budget Remaining
<u>225 - MUTUAL FIRE</u>							
503 - Supplies	5,232.00	23,721.15	16,000.00	0.00	11,977.25	4,022.75	25 %
504 - Contract Services	30,449.82	5,282.22	21,500.00	0.00	0.00	21,500.00	100 %
550 - Capital Outlay	333,907.90	5,843.92	150,000.00	5,365.00	5,365.00	144,635.00	96 %
570 - Other Financing Uses	0.00	0.00	100,000.00	0.00	0.00	100,000.00	100 %
225 - MUTUAL FIRE Totals:	369,589.72	34,847.29	287,500.00	5,365.00	17,342.25	0.00	94 %
<u>311 - DEBT SERVICE</u>							
504 - Contract Services	3,780.00	3,780.00	8,780.00	0.00	3,920.00	4,860.00	55 %
570 - Other Financing Uses	692,002.42	693,628.77	4,189,395.00	6,600.57	688,951.24	3,500,443.76	84 %
311 - DEBT SERVICE Totals:	695,782.42	697,408.77	4,198,175.00	6,600.57	692,871.24	0.00	83 %
<u>321 - TIF PROJECTS</u>							
560 - Debt Service	24,368.56	22,395.36	439,457.00	0.00	24,476.01	414,980.99	94 %
570 - Other Financing Uses	0.00	0.00	300,000.00	0.00	0.00	300,000.00	100 %
321 - TIF PROJECTS Totals:	24,368.56	22,395.36	739,457.00	0.00	24,476.01	0.00	97 %
<u>412 - LEASE CORPORATION</u>							
504 - Contract Services	75.00	20.00	200.00	0.00	15.00	185.00	93 %
560 - Debt Service	692,002.42	693,628.77	689,395.00	6,600.57	688,951.24	443.76	0 %
412 - LEASE CORPORATION Totals:	692,077.42	693,648.77	689,595.00	6,600.57	688,966.24	0.00	0 %
<u>511 - CAPITAL PROJECTS FUND</u>							
504 - Contract Services	0.00	0.00	90,000.00	0.00	0.00	90,000.00	100 %
550 - Capital Outlay	10,583.00	0.00	50,000.00	32,157.91	32,157.91	17,842.09	36 %
511 - CAPITAL PROJECTS FUND Totals:	10,583.00	0.00	140,000.00	32,157.91	32,157.91	0.00	77 %
<u>621 - ENVIRONMENTAL SERVICES</u>							
500 - Personnel	665,315.88	672,370.75	1,188,666.00	110,955.01	659,723.64	528,942.36	44 %
503 - Supplies	68,591.85	72,603.41	188,500.00	8,140.10	58,720.66	129,779.34	69 %
504 - Contract Services	423,574.00	425,516.11	842,304.00	62,867.57	451,931.26	390,372.74	46 %
550 - Capital Outlay	0.00	0.00	1,984,500.00	0.00	253,228.74	1,731,271.26	87 %
570 - Other Financing Uses	27,000.00	27,000.00	54,000.00	0.00	27,000.00	27,000.00	50 %
621 - ENVIRONMENTAL SERVICES Totals:	1,184,481.73	1,197,490.27	4,257,970.00	181,962.68	1,450,604.30	0.00	66 %
<u>631 - WASTEWATER</u>							

	2017-2018 YTD Activity	2018-2019 YTD Activity	2019-2020 Budget	April 2019-2020 MTD Activity	2019-2020 YTD Activity	2019-2020 Budget Remaining	% Budget Remaining
500 - Personnel	493,762.84	503,920.79	901,607.00	91,227.75	510,380.13	391,226.87	43 %
503 - Supplies	38,375.47	35,587.72	127,247.00	509.79	29,398.31	97,848.69	77 %
504 - Contract Services	277,069.78	272,364.02	577,526.00	35,109.63	305,873.82	271,652.18	47 %
550 - Capital Outlay	67,643.82	166,229.42	1,315,000.00	0.00	45,882.87	1,269,117.13	97 %
560 - Debt Service	322,945.35	322,945.35	337,959.00	0.00	168,979.30	168,979.70	50 %
570 - Other Financing Uses	70,000.00	70,000.00	742,450.00	0.00	71,225.00	671,225.00	90 %
631 - WASTEWATER Totals:	1,269,797.26	1,371,047.30	4,001,789.00	126,847.17	1,131,739.43	0.00	72 %
<u>641 - WATER</u>							
500 - Personnel	443,958.08	457,655.22	826,486.00	80,551.67	454,217.44	372,268.56	45 %
503 - Supplies	103,940.83	149,584.03	352,375.00	23,491.55	155,036.81	197,338.19	56 %
504 - Contract Services	201,718.31	198,285.67	475,681.00	15,608.86	232,029.17	243,651.83	51 %
550 - Capital Outlay	661,660.54	51,710.75	217,000.00	0.00	73,278.00	143,722.00	66 %
570 - Other Financing Uses	39,000.00	39,000.00	680,450.00	0.00	40,225.00	640,225.00	94 %
641 - WATER Totals:	1,450,277.76	896,235.67	2,551,992.00	119,652.08	954,786.42	0.00	63 %
<u>651 - ELECTRIC</u>							
503 - Supplies	0.00	0.00	1,000.00	0.00	0.00	1,000.00	100 %
570 - Other Financing Uses	1,392,033.59	2,047,786.97	3,450,000.00	228,961.72	1,683,862.42	1,766,137.58	51 %
651 - ELECTRIC Totals:	1,392,033.59	2,047,786.97	3,451,000.00	228,961.72	1,683,862.42	0.00	51 %
<u>661 - STORMWATER</u>							
503 - Supplies	1,776.77	562.37	14,870.00	0.00	2,439.59	12,430.41	84 %
504 - Contract Services	17,941.51	21,956.23	82,670.00	5,414.00	25,625.66	57,044.34	69 %
550 - Capital Outlay	18,982.64	200,923.13	170,000.00	0.00	12,750.00	157,250.00	93 %
560 - Debt Service	0.00	84,832.49	79,058.20	4,352.81	79,063.28	(5.08)	0 %
570 - Other Financing Uses	0.00	0.00	250,000.00	0.00	0.00	250,000.00	100 %
661 - STORMWATER Totals:	38,700.92	308,274.22	596,598.20	9,766.81	119,878.53	0.00	80 %
<u>721 - GIS SERVICES</u>							
500 - Personnel	34,514.82	36,396.61	61,026.00	5,039.07	25,000.22	36,025.78	59 %
503 - Supplies	196.00	311.98	3,300.00	919.68	957.67	2,342.33	71 %
504 - Contract Services	11,566.61	11,589.55	18,925.00	247.40	13,577.21	5,347.79	28 %
550 - Capital Outlay	0.00	0.00	7,000.00	0.00	0.00	7,000.00	100 %
721 - GIS SERVICES Totals:	46,277.43	48,298.14	90,251.00	6,206.15	39,535.10	0.00	56 %

	2017-2018 YTD Activity	2018-2019 YTD Activity	2019-2020 Budget	April 2019-2020 MTD Activity	2019-2020 YTD Activity	2019-2020 Budget Remaining	% Budget Remaining
<u>725 - CENTRAL GARAGE</u>							
500 - Personnel	90,347.75	92,989.12	155,910.00	15,722.84	88,363.83	67,546.17	43 %
503 - Supplies	19,751.66	21,095.18	29,700.00	1,914.66	17,425.15	12,274.85	41 %
504 - Contract Services	66,032.23	67,383.73	111,822.00	4,226.85	41,132.75	70,689.25	63 %
550 - Capital Outlay	5,217.99	0.00	0.00	0.00	0.00	0.00	0 %
725 - CENTRAL GARAGE Totals:	181,349.63	181,468.03	297,432.00	21,864.35	146,921.73	0.00	51 %
<u>811 - UNEMPLOYMENT COMP</u>							
504 - Contract Services	0.00	0.00	60,000.00	0.00	35.12	59,964.88	100 %
811 - UNEMPLOYMENT COMP Totals:	0.00	0.00	60,000.00	0.00	35.12	0.00	100 %
<u>812 - HEALTH INSURANCE</u>							
504 - Contract Services	1,220,685.73	1,211,659.59	1,998,950.00	48,363.66	1,111,487.19	887,462.81	44 %
812 - HEALTH INSURANCE Totals:	1,220,685.73	1,211,659.59	1,998,950.00	48,363.66	1,111,487.19	0.00	44 %



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

	2017-2018 YTD Activity	2018-2019 YTD Activity	2019-2020 Budget	April 2019-2020 MTD Activity	2019-2020 YTD Activity	2019-2020 Budget Remaining	% Budget Remaining
111 - GENERAL							
111 - FINANCE							
500 - Personnel	75,239.62	77,916.44	129,990.00	12,860.92	72,518.24	57,471.76	44 %
503 - Supplies	8,423.94	8,207.41	14,650.00	730.46	5,619.10	9,030.90	62 %
504 - Contract Services	55,220.81	49,793.00	75,866.00	6,312.39	64,689.06	11,176.94	15 %
111 - FINANCE Totals:	138,884.37	135,916.85	220,506.00	19,903.77	142,826.40	77,679.60	35 %
112 - PERSONNEL							
500 - Personnel	9,698.81	9,816.07	16,699.00	1,839.65	10,031.37	6,667.63	40 %
503 - Supplies	4,109.30	4,433.83	2,250.00	0.00	1,104.82	1,145.18	51 %
504 - Contract Services	15,635.83	11,795.11	33,050.00	3,619.69	8,904.70	24,145.30	73 %
112 - PERSONNEL Totals:	29,443.94	26,045.01	51,999.00	5,459.34	20,040.89	31,958.11	61 %
113 - COUNCIL							
500 - Personnel	12,172.50	12,685.90	21,100.00	2,434.50	12,984.00	8,116.00	38 %
503 - Supplies	1,489.00	1,861.37	2,000.00	0.00	1,613.00	387.00	19 %
504 - Contract Services	895.00	3,516.10	4,500.00	780.00	2,241.04	2,258.96	50 %
570 - Other Financing Uses	0.00	0.00	250,000.00	0.00	0.00	250,000.00	100 %
113 - COUNCIL Totals:	14,556.50	18,063.37	277,600.00	3,214.50	16,838.04	260,761.96	94 %
114 - CITY MANAGER							
500 - Personnel	12,499.29	13,864.81	24,279.00	3,168.12	17,674.67	6,604.33	27 %
503 - Supplies	38,475.47	25,976.19	56,000.00	4,941.31	25,849.13	30,150.87	54 %
504 - Contract Services	91,827.07	33,872.59	189,608.00	6,924.30	100,142.70	89,465.30	47 %
114 - CITY MANAGER Totals:	142,801.83	73,713.59	269,887.00	15,033.73	143,666.50	126,220.50	47 %
115 - CITY CLERK							
500 - Personnel	8,711.92	6,724.59	8,327.00	1,326.59	7,323.11	1,003.89	12 %
503 - Supplies	482.63	648.46	1,000.00	95.11	497.12	502.88	50 %
504 - Contract Services	5,041.91	6,188.12	11,800.00	1,057.31	4,970.66	6,829.34	58 %
115 - CITY CLERK Totals:	14,236.46	13,561.17	21,127.00	2,479.01	12,790.89	8,336.11	39 %
116 - MIS							
503 - Supplies	37,443.33	2,613.92	42,000.00	1,494.38	32,663.76	9,336.24	22 %

	2017-2018 YTD Activity	2018-2019 YTD Activity	2019-2020 Budget	April 2019-2020 MTD Activity	2019-2020 YTD Activity	2019-2020 Budget Remaining	% Budget Remaining
504 - Contract Services	26,121.54	30,082.30	67,000.00	6,352.25	37,442.31	29,557.69	44 %
550 - Capital Outlay	0.00	12,748.11	5,000.00	0.00	4,076.75	923.25	18 %
116 - MIS Totals:	63,564.87	45,444.33	114,000.00	7,846.63	74,182.82	39,817.18	35 %
121 - DEVELOPMENT SERVICES							
500 - Personnel	112,642.41	104,635.73	189,634.00	18,961.14	106,130.25	83,503.75	44 %
503 - Supplies	1,616.32	693.73	6,200.00	38.60	766.36	5,433.64	88 %
504 - Contract Services	30,193.96	27,358.33	59,223.00	178.40	34,465.42	24,757.58	42 %
121 - DEVELOPMENT SERVICES Totals:	144,452.69	132,687.79	255,057.00	19,178.14	141,362.03	113,694.97	45 %
141 - FIRE							
500 - Personnel	888,281.73	927,999.75	1,572,886.00	179,029.41	930,740.38	642,145.62	41 %
503 - Supplies	12,409.80	20,284.79	40,850.00	3,925.89	24,144.58	16,705.42	41 %
504 - Contract Services	36,120.76	51,934.91	84,093.00	3,907.10	53,324.56	30,768.44	37 %
141 - FIRE Totals:	936,812.29	1,000,219.45	1,697,829.00	186,862.40	1,008,209.52	689,619.48	41 %
142 - POLICE							
500 - Personnel	1,862,614.13	1,850,700.84	3,415,450.00	302,415.09	1,933,609.31	1,481,840.69	43 %
503 - Supplies	47,579.66	43,137.68	111,250.00	6,884.09	51,034.24	60,215.76	54 %
504 - Contract Services	200,671.77	220,905.38	349,102.00	19,195.42	211,622.84	137,479.16	39 %
142 - POLICE Totals:	2,110,865.56	2,114,743.90	3,875,802.00	328,494.60	2,196,266.39	1,679,535.61	43 %
143 - EMERGENCY MANAGEMENT							
500 - Personnel	49,960.62	51,404.60	88,225.00	9,691.09	53,282.65	34,942.35	40 %
503 - Supplies	3,283.97	4,131.58	13,050.00	992.04	3,134.72	9,915.28	76 %
504 - Contract Services	2,738.53	3,299.73	8,295.00	341.61	4,805.53	3,489.47	42 %
143 - EMERGENCY MANAGEMENT Totals:	55,983.12	58,835.91	109,570.00	11,024.74	61,222.90	48,347.10	44 %
151 - LIBRARY							
500 - Personnel	301,088.00	311,701.44	543,826.00	55,182.84	315,162.61	228,663.39	42 %
503 - Supplies	34,223.04	32,211.61	82,300.00	1,084.98	19,372.69	62,927.31	76 %
504 - Contract Services	77,739.75	74,966.93	122,653.00	5,417.12	78,738.51	43,914.49	36 %
151 - LIBRARY Totals:	413,050.79	418,879.98	748,779.00	61,684.94	413,273.81	335,505.19	45 %
171 - PARKS							
500 - Personnel	365,165.03	389,380.41	729,815.00	66,591.44	367,473.22	362,341.78	50 %

	2017-2018 YTD Activity	2018-2019 YTD Activity	2019-2020 Budget	April 2019-2020 MTD Activity	2019-2020 YTD Activity	2019-2020 Budget Remaining	% Budget Remaining
503 - Supplies	17,058.68	20,795.97	61,450.00	2,266.18	20,603.05	40,846.95	66 %
504 - Contract Services	145,833.92	122,863.98	279,353.00	11,125.76	130,969.57	148,383.43	53 %
550 - Capital Outlay	16,608.44	0.00	1,990,000.00	3,345.00	95,086.20	1,894,913.80	95 %
171 - PARKS Totals:	544,666.07	533,040.36	3,060,618.00	83,328.38	614,132.04	2,446,485.96	80 %
172 - RECREATION							
500 - Personnel	2,597.44	(8,829.55)	87,868.00	0.00	1,443.40	86,424.60	98 %
503 - Supplies	2,537.67	3,851.28	41,300.00	1,445.42	3,300.64	37,999.36	92 %
504 - Contract Services	295,935.98	302,927.63	462,455.00	87,898.18	289,110.84	173,344.16	37 %
172 - RECREATION Totals:	301,071.09	297,949.36	591,623.00	89,343.60	293,854.88	297,768.12	50 %
111 - GENERAL Totals:	4,910,389.58	4,869,101.07	11,294,397.00	833,853.78	5,138,667.11	0.00	55 %
<u>211 - REGIONAL LIBRARY</u>							
151 - LIBRARY							
503 - Supplies	343.14	1,386.31	12,500.00	0.00	0.00	12,500.00	100 %
504 - Contract Services	814.99	0.00	3,000.00	0.00	0.00	3,000.00	100 %
151 - LIBRARY Totals:	1,158.13	1,386.31	15,500.00	0.00	0.00	15,500.00	100 %
211 - REGIONAL LIBRARY Totals:	1,158.13	1,386.31	15,500.00	0.00	0.00	0.00	100 %
<u>212 - TRANSPORTATION</u>							
111 - FINANCE							
500 - Personnel	14,489.87	16,719.19	28,155.00	3,303.60	18,066.58	10,088.42	36 %
111 - FINANCE Totals:	14,489.87	16,719.19	28,155.00	3,303.60	18,066.58	10,088.42	36 %
112 - PERSONNEL							
500 - Personnel	6,465.66	6,544.07	11,132.00	1,226.41	6,687.49	4,444.51	40 %
112 - PERSONNEL Totals:	6,465.66	6,544.07	11,132.00	1,226.41	6,687.49	4,444.51	40 %
114 - CITY MANAGER							
500 - Personnel	8,332.70	9,243.28	16,185.00	2,112.09	11,783.20	4,401.80	27 %
114 - CITY MANAGER Totals:	8,332.70	9,243.28	16,185.00	2,112.09	11,783.20	4,401.80	27 %
115 - CITY CLERK							
500 - Personnel	5,807.90	4,483.25	5,551.00	884.40	4,882.14	668.86	12 %
115 - CITY CLERK Totals:	5,807.90	4,483.25	5,551.00	884.40	4,882.14	668.86	12 %

	2017-2018 YTD Activity	2018-2019 YTD Activity	2019-2020 Budget	April 2019-2020 MTD Activity	2019-2020 YTD Activity	2019-2020 Budget Remaining	% Budget Remaining
212 - TRANSPORTATION							
500 - Personnel	528,692.25	539,136.88	884,418.00	88,093.78	516,273.63	368,144.37	42 %
503 - Supplies	129,577.22	107,249.67	318,150.00	4,307.25	65,549.46	252,600.54	79 %
504 - Contract Services	524,224.51	336,311.27	1,038,769.00	51,495.84	427,871.56	610,897.44	59 %
550 - Capital Outlay	117,348.79	568,553.74	2,475,000.00	8,683.47	49,178.47	2,425,821.53	98 %
560 - Debt Service	483,555.00	879,342.51	850,833.05	24,404.69	850,827.97	5.08	0 %
570 - Other Financing Uses	26,000.00	26,000.00	255,675.00	0.00	27,837.50	227,837.50	89 %
212 - TRANSPORTATION Totals:	1,809,397.77	2,456,594.07	5,822,845.05	176,985.03	1,937,538.59	3,885,306.46	67 %
212 - TRANSPORTATION Totals:	1,844,493.90	2,493,583.86	5,883,868.05	184,511.53	1,978,958.00	0.00	66 %
<u>213 - CEMETERY</u>							
213 - CEMETERY							
500 - Personnel	85,697.27	87,605.56	159,504.00	15,017.68	87,629.26	71,874.74	45 %
503 - Supplies	4,323.97	2,572.83	22,500.00	1,711.43	7,015.25	15,484.75	69 %
504 - Contract Services	8,086.97	9,217.27	30,666.00	619.08	14,015.13	16,650.87	54 %
550 - Capital Outlay	0.00	0.00	6,000.00	0.00	0.00	6,000.00	100 %
213 - CEMETERY Totals:	98,108.21	99,395.66	218,670.00	17,348.19	108,659.64	110,010.36	50 %
213 - CEMETERY Totals:	98,108.21	99,395.66	218,670.00	17,348.19	108,659.64	0.00	50 %
<u>214 - CEMETARY PERPETUAL CARE</u>							
213 - CEMETERY							
504 - Contract Services	0.00	0.00	500,000.00	0.00	0.00	500,000.00	100 %
570 - Other Financing Uses	65,000.00	105,000.00	140,000.00	0.00	70,000.00	70,000.00	50 %
213 - CEMETERY Totals:	65,000.00	105,000.00	640,000.00	0.00	70,000.00	570,000.00	89 %
214 - CEMETARY PERPETUAL CARE Totals:	65,000.00	105,000.00	640,000.00	0.00	70,000.00	0.00	89 %
<u>215 - SPECIAL PROJECTS</u>							
000 - NULL							
503 - Supplies	0.00	0.00	500,000.00	0.00	0.00	500,000.00	100 %
000 - NULL Totals:	0.00	0.00	500,000.00	0.00	0.00	500,000.00	100 %
111 - FINANCE							
503 - Supplies	0.00	200.00	0.00	0.00	9,711.00	(9,711.00)	0 %

	2017-2018 YTD Activity	2018-2019 YTD Activity	2019-2020 Budget	April 2019-2020 MTD Activity	2019-2020 YTD Activity	2019-2020 Budget Remaining	% Budget Remaining
504 - Contract Services	63,222.60	0.00	0.00	0.00	0.00	0.00	0 %
111 - FINANCE Totals:	63,222.60	200.00	0.00	0.00	9,711.00	(9,711.00)	0 %
141 - FIRE							
504 - Contract Services	0.00	380.00	0.00	0.00	0.00	0.00	0 %
550 - Capital Outlay	0.00	1,517.75	0.00	0.00	0.00	0.00	0 %
141 - FIRE Totals:	0.00	1,897.75	0.00	0.00	0.00	0.00	0 %
142 - POLICE							
500 - Personnel	10,550.21	9,594.40	0.00	0.00	6,001.04	(6,001.04)	0 %
503 - Supplies	1,616.80	179.92	0.00	149.94	774.58	(774.58)	0 %
504 - Contract Services	0.00	1,810.00	0.00	0.00	0.00	0.00	0 %
550 - Capital Outlay	0.00	5,491.44	0.00	0.00	0.00	0.00	0 %
142 - POLICE Totals:	12,167.01	17,075.76	0.00	149.94	6,775.62	(6,775.62)	0 %
143 - EMERGENCY MANAGEMENT							
503 - Supplies	1,808.85	0.00	0.00	0.00	0.00	0.00	0 %
504 - Contract Services	44.99	0.00	0.00	0.00	112.50	(112.50)	0 %
143 - EMERGENCY MANAGEMENT Totals:	1,853.84	0.00	0.00	0.00	112.50	(112.50)	0 %
215 - SPECIAL PROJECTS Totals:	77,243.45	19,173.51	500,000.00	149.94	16,599.12	0.00	97 %
216 - BUSINESS IMPROVEMENT							
000 - NULL							
504 - Contract Services	512.52	427.10	1,200.00	85.42	512.52	687.48	57 %
000 - NULL Totals:	512.52	427.10	1,200.00	85.42	512.52	687.48	57 %
121 - DEVELOPMENT SERVICES							
504 - Contract Services	5,138.22	0.00	10,500.00	0.00	0.00	10,500.00	100 %
550 - Capital Outlay	0.00	15,421.27	110,000.00	0.00	0.00	110,000.00	100 %
570 - Other Financing Uses	0.00	0.00	50,000.00	0.00	0.00	50,000.00	100 %
121 - DEVELOPMENT SERVICES Totals:	5,138.22	15,421.27	170,500.00	0.00	0.00	170,500.00	100 %
171 - PARKS							
500 - Personnel	0.00	7,256.75	15,000.00	0.00	15,185.90	(185.90)	-1 %
504 - Contract Services	0.00	1,738.10	4,000.00	0.00	3,658.16	341.84	9 %
171 - PARKS Totals:	0.00	8,994.85	19,000.00	0.00	18,844.06	155.94	1 %

	2017-2018 YTD Activity	2018-2019 YTD Activity	2019-2020 Budget	April 2019-2020 MTD Activity	2019-2020 YTD Activity	2019-2020 Budget Remaining	% Budget Remaining
212 - TRANSPORTATION							
500 - Personnel	1,169.32	2,424.24	5,000.00	0.00	2,043.87	2,956.13	59 %
503 - Supplies	6,681.00	0.00	0.00	0.00	0.00	0.00	0 %
504 - Contract Services	2,678.24	5,496.33	7,000.00	0.00	1,859.10	5,140.90	73 %
212 - TRANSPORTATION Totals:	10,528.56	7,920.57	12,000.00	0.00	3,902.97	8,097.03	67 %
216 - BUSINESS IMPROVEMENT Totals:	16,179.30	32,763.79	202,700.00	85.42	23,259.55	0.00	89 %
<u>218 - PUBLIC SAFETY</u>							
141 - FIRE							
503 - Supplies	5,000.00	8,385.00	0.00	0.00	0.00	0.00	0 %
504 - Contract Services	0.00	20,604.00	20,604.00	0.00	0.00	20,604.00	100 %
550 - Capital Outlay	0.00	0.00	44,000.00	0.00	50,074.41	(6,074.41)	-14 %
141 - FIRE Totals:	5,000.00	28,989.00	64,604.00	0.00	50,074.41	14,529.59	22 %
142 - POLICE							
503 - Supplies	2,925.52	4,486.99	54,000.00	343.53	11,471.67	42,528.33	79 %
504 - Contract Services	82,418.00	67,466.22	67,096.00	0.00	85,169.04	(18,073.04)	-27 %
550 - Capital Outlay	115,252.21	45,865.24	107,000.00	4,736.59	54,198.39	52,801.61	49 %
570 - Other Financing Uses	0.00	0.00	200,000.00	0.00	0.00	200,000.00	100 %
142 - POLICE Totals:	200,595.73	117,818.45	428,096.00	5,080.12	150,839.10	277,256.90	65 %
143 - EMERGENCY MANAGEMENT							
550 - Capital Outlay	49,989.85	0.00	58,000.00	0.00	27,211.18	30,788.82	53 %
143 - EMERGENCY MANAGEMENT Totals:	49,989.85	0.00	58,000.00	0.00	27,211.18	30,788.82	53 %
218 - PUBLIC SAFETY Totals:	255,585.58	146,807.45	550,700.00	5,080.12	228,124.69	0.00	59 %
<u>219 - INDUSTRIAL SITES</u>							
000 - NULL							
570 - Other Financing Uses	153,500.00	100,000.00	0.00	0.00	0.00	0.00	0 %
000 - NULL Totals:	153,500.00	100,000.00	0.00	0.00	0.00	0.00	0 %
111 - FINANCE							
504 - Contract Services	0.00	675.00	500.00	67.50	351.00	149.00	30 %
111 - FINANCE Totals:	0.00	675.00	500.00	67.50	351.00	149.00	30 %

	2017-2018 YTD Activity	2018-2019 YTD Activity	2019-2020 Budget	April 2019-2020 MTD Activity	2019-2020 YTD Activity	2019-2020 Budget Remaining	% Budget Remaining
116 - MIS							
504 - Contract Services	0.00	0.00	50,000.00	0.00	0.00	50,000.00	100 %
116 - MIS Totals:	0.00	0.00	50,000.00	0.00	0.00	50,000.00	100 %
219 - INDUSTRIAL SITES Totals:	153,500.00	100,675.00	50,500.00	67.50	351.00	0.00	99 %
<u>223 - KENO</u>							
113 - COUNCIL							
503 - Supplies	1,399.68	16.28	3,000.00	0.00	37.57	2,962.43	99 %
504 - Contract Services	13,996.00	46,149.98	21,500.00	0.00	11,017.15	10,482.85	49 %
550 - Capital Outlay	5,909.00	0.00	40,000.00	0.00	0.00	40,000.00	100 %
113 - COUNCIL Totals:	21,304.68	46,166.26	64,500.00	0.00	11,054.72	53,445.28	83 %
141 - FIRE							
503 - Supplies	127.05	0.00	500.00	0.00	494.00	6.00	1 %
141 - FIRE Totals:	127.05	0.00	500.00	0.00	494.00	6.00	1 %
171 - PARKS							
503 - Supplies	7,174.83	3,295.00	10,000.00	0.00	13,578.17	(3,578.17)	-36 %
504 - Contract Services	1,282.37	0.00	0.00	0.00	0.00	0.00	0 %
550 - Capital Outlay	0.00	0.00	35,000.00	0.00	9,050.00	25,950.00	74 %
171 - PARKS Totals:	8,457.20	3,295.00	45,000.00	0.00	22,628.17	22,371.83	50 %
223 - KENO Totals:	29,888.93	49,461.26	110,000.00	0.00	34,176.89	0.00	69 %
<u>224 - ECONOMIC DEVELOPMENT</u>							
113 - COUNCIL							
500 - Personnel	55,436.14	60,204.27	105,635.00	11,807.70	63,073.97	42,561.03	40 %
503 - Supplies	487.94	38.12	550.00	0.00	1,742.58	(1,192.58)	-217 %
504 - Contract Services	6,454.35	(412.89)	6,150.00	469.99	15,186.56	(9,036.56)	-147 %
113 - COUNCIL Totals:	62,378.43	59,829.50	112,335.00	12,277.69	80,003.11	32,331.89	29 %
114 - CITY MANAGER							
503 - Supplies	519.50	537.06	700.00	51.80	613.39	86.61	12 %
504 - Contract Services	1,044,113.00	1,555,606.66	3,050,000.00	221,513.59	836,457.44	2,213,542.56	73 %
114 - CITY MANAGER Totals:	1,044,632.50	1,556,143.72	3,050,700.00	221,565.39	837,070.83	2,213,629.17	73 %
224 - ECONOMIC DEVELOPMENT Totals:	1,107,010.93	1,615,973.22	3,163,035.00	233,843.08	917,073.94	0.00	71 %
<u>225 - MUTUAL FIRE</u>							

	2017-2018 YTD Activity	2018-2019 YTD Activity	2019-2020 Budget	April 2019-2020 MTD Activity	2019-2020 YTD Activity	2019-2020 Budget Remaining	% Budget Remaining
000 - NULL							
504 - Contract Services	0.00	5,282.22	5,500.00	0.00	0.00	5,500.00	100 %
000 - NULL Totals:	0.00	5,282.22	5,500.00	0.00	0.00	5,500.00	100 %
141 - FIRE							
503 - Supplies	5,232.00	23,721.15	16,000.00	0.00	11,977.25	4,022.75	25 %
504 - Contract Services	30,449.82	0.00	16,000.00	0.00	0.00	16,000.00	100 %
550 - Capital Outlay	333,907.90	5,843.92	150,000.00	5,365.00	5,365.00	144,635.00	96 %
570 - Other Financing Uses	0.00	0.00	100,000.00	0.00	0.00	100,000.00	100 %
141 - FIRE Totals:	369,589.72	29,565.07	282,000.00	5,365.00	17,342.25	264,657.75	94 %
225 - MUTUAL FIRE Totals:	369,589.72	34,847.29	287,500.00	5,365.00	17,342.25	0.00	94 %
311 - DEBT SERVICE							
111 - FINANCE							
504 - Contract Services	3,780.00	3,780.00	8,780.00	0.00	3,920.00	4,860.00	55 %
570 - Other Financing Uses	692,002.42	693,628.77	4,189,395.00	6,600.57	688,951.24	3,500,443.76	84 %
111 - FINANCE Totals:	695,782.42	697,408.77	4,198,175.00	6,600.57	692,871.24	3,505,303.76	83 %
311 - DEBT SERVICE Totals:	695,782.42	697,408.77	4,198,175.00	6,600.57	692,871.24	0.00	83 %
321 - TIF PROJECTS							
111 - FINANCE							
560 - Debt Service	24,368.56	22,395.36	439,457.00	0.00	24,476.01	414,980.99	94 %
570 - Other Financing Uses	0.00	0.00	300,000.00	0.00	0.00	300,000.00	100 %
111 - FINANCE Totals:	24,368.56	22,395.36	739,457.00	0.00	24,476.01	714,980.99	97 %
321 - TIF PROJECTS Totals:	24,368.56	22,395.36	739,457.00	0.00	24,476.01	0.00	97 %
412 - LEASE CORPORATION							
111 - FINANCE							
504 - Contract Services	75.00	20.00	200.00	0.00	15.00	185.00	93 %
560 - Debt Service	692,002.42	693,628.77	689,395.00	6,600.57	688,951.24	443.76	0 %
111 - FINANCE Totals:	692,077.42	693,648.77	689,595.00	6,600.57	688,966.24	628.76	0 %
412 - LEASE CORPORATION Totals:	692,077.42	693,648.77	689,595.00	6,600.57	688,966.24	0.00	0 %

	2017-2018 YTD Activity	2018-2019 YTD Activity	2019-2020 Budget	April 2019-2020 MTD Activity	2019-2020 YTD Activity	2019-2020 Budget Remaining	% Budget Remaining
<u>511 - CAPITAL PROJECTS FUND</u>							
151 - LIBRARY							
504 - Contract Services	0.00	0.00	90,000.00	0.00	0.00	90,000.00	100 %
151 - LIBRARY Totals:	0.00	0.00	90,000.00	0.00	0.00	90,000.00	100 %
171 - PARKS							
550 - Capital Outlay	10,583.00	0.00	50,000.00	32,157.91	32,157.91	17,842.09	36 %
171 - PARKS Totals:	10,583.00	0.00	50,000.00	32,157.91	32,157.91	17,842.09	36 %
511 - CAPITAL PROJECTS FUND Totals:	10,583.00	0.00	140,000.00	32,157.91	32,157.91	0.00	77 %
<u>621 - ENVIRONMENTAL SERVICES</u>							
111 - FINANCE							
500 - Personnel	58,980.82	65,508.94	110,911.00	12,518.28	68,940.17	41,970.83	38 %
111 - FINANCE Totals:	58,980.82	65,508.94	110,911.00	12,518.28	68,940.17	41,970.83	38 %
112 - PERSONNEL							
500 - Personnel	16,164.44	16,360.18	27,831.00	3,066.06	16,751.86	11,079.14	40 %
112 - PERSONNEL Totals:	16,164.44	16,360.18	27,831.00	3,066.06	16,751.86	11,079.14	40 %
114 - CITY MANAGER							
500 - Personnel	20,832.41	23,108.47	40,466.00	5,280.24	29,458.08	11,007.92	27 %
114 - CITY MANAGER Totals:	20,832.41	23,108.47	40,466.00	5,280.24	29,458.08	11,007.92	27 %
115 - CITY CLERK							
500 - Personnel	14,519.73	11,207.80	13,878.00	2,210.96	12,205.06	1,672.94	12 %
115 - CITY CLERK Totals:	14,519.73	11,207.80	13,878.00	2,210.96	12,205.06	1,672.94	12 %
212 - TRANSPORTATION							
500 - Personnel	29,746.43	30,871.06	52,878.00	5,878.56	31,954.56	20,923.44	40 %
212 - TRANSPORTATION Totals:	29,746.43	30,871.06	52,878.00	5,878.56	31,954.56	20,923.44	40 %
621 - ENVIRONMENTAL SERVICES							
500 - Personnel	525,072.05	525,314.30	942,702.00	82,000.91	500,413.91	442,288.09	47 %
503 - Supplies	68,591.85	72,603.41	188,500.00	8,140.10	58,720.66	129,779.34	69 %
504 - Contract Services	423,574.00	425,516.11	842,304.00	62,867.57	451,931.26	390,372.74	46 %

	2017-2018 YTD Activity	2018-2019 YTD Activity	2019-2020 Budget	April 2019-2020 MTD Activity	2019-2020 YTD Activity	2019-2020 Budget Remaining	% Budget Remaining
550 - Capital Outlay	0.00	0.00	1,984,500.00	0.00	253,228.74	1,731,271.26	87 %
570 - Other Financing Uses	27,000.00	27,000.00	54,000.00	0.00	27,000.00	27,000.00	50 %
621 - ENVIRONMENTAL SERVICES Totals:	1,044,237.90	1,050,433.82	4,012,006.00	153,008.58	1,291,294.57	2,720,711.43	68 %
621 - ENVIRONMENTAL SERVICES Totals:	1,184,481.73	1,197,490.27	4,257,970.00	181,962.68	1,450,604.30	0.00	66 %
631 - WASTEWATER							
111 - FINANCE							
500 - Personnel	58,980.82	65,508.94	110,911.00	12,518.28	68,940.17	41,970.83	38 %
111 - FINANCE Totals:	58,980.82	65,508.94	110,911.00	12,518.28	68,940.17	41,970.83	38 %
112 - PERSONNEL							
500 - Personnel	16,164.44	16,360.18	27,831.00	3,066.06	16,751.86	11,079.14	40 %
112 - PERSONNEL Totals:	16,164.44	16,360.18	27,831.00	3,066.06	16,751.86	11,079.14	40 %
114 - CITY MANAGER							
500 - Personnel	20,832.41	23,108.47	40,466.00	5,280.24	29,458.08	11,007.92	27 %
114 - CITY MANAGER Totals:	20,832.41	23,108.47	40,466.00	5,280.24	29,458.08	11,007.92	27 %
115 - CITY CLERK							
500 - Personnel	14,519.73	11,207.80	13,878.00	2,210.96	12,205.06	1,672.94	12 %
115 - CITY CLERK Totals:	14,519.73	11,207.80	13,878.00	2,210.96	12,205.06	1,672.94	12 %
116 - MIS							
500 - Personnel	461.09	7,270.18	12,196.00	0.00	3,401.36	8,794.64	72 %
116 - MIS Totals:	461.09	7,270.18	12,196.00	0.00	3,401.36	8,794.64	72 %
212 - TRANSPORTATION							
500 - Personnel	29,746.43	30,871.06	52,876.00	5,878.56	31,954.56	20,921.44	40 %
212 - TRANSPORTATION Totals:	29,746.43	30,871.06	52,876.00	5,878.56	31,954.56	20,921.44	40 %
631 - WASTEWATER							
500 - Personnel	353,057.92	349,594.16	643,449.00	62,273.65	347,669.04	295,779.96	46 %
503 - Supplies	38,375.47	35,587.72	127,247.00	509.79	29,398.31	97,848.69	77 %
504 - Contract Services	277,069.78	272,364.02	577,526.00	35,109.63	305,873.82	271,652.18	47 %
550 - Capital Outlay	67,643.82	166,229.42	1,315,000.00	0.00	45,882.87	1,269,117.13	97 %

	2017-2018 YTD Activity	2018-2019 YTD Activity	2019-2020 Budget	April 2019-2020 MTD Activity	2019-2020 YTD Activity	2019-2020 Budget Remaining	% Budget Remaining
560 - Debt Service	322,945.35	322,945.35	337,959.00	0.00	168,979.30	168,979.70	50 %
570 - Other Financing Uses	70,000.00	70,000.00	742,450.00	0.00	71,225.00	671,225.00	90 %
631 - WASTEWATER Totals:	1,129,092.34	1,216,720.67	3,743,631.00	97,893.07	969,028.34	2,774,602.66	74 %
631 - WASTEWATER Totals:	1,269,797.26	1,371,047.30	4,001,789.00	126,847.17	1,131,739.43	0.00	72 %
641 - WATER							
111 - FINANCE							
500 - Personnel	58,975.38	65,503.03	110,911.00	12,515.76	68,934.06	41,976.94	38 %
111 - FINANCE Totals:	58,975.38	65,503.03	110,911.00	12,515.76	68,934.06	41,976.94	38 %
112 - PERSONNEL							
500 - Personnel	16,163.09	16,359.44	27,831.00	3,066.11	16,751.84	11,079.16	40 %
112 - PERSONNEL Totals:	16,163.09	16,359.44	27,831.00	3,066.11	16,751.84	11,079.16	40 %
114 - CITY MANAGER							
500 - Personnel	20,830.56	23,106.67	40,466.00	5,280.24	29,456.84	11,009.16	27 %
114 - CITY MANAGER Totals:	20,830.56	23,106.67	40,466.00	5,280.24	29,456.84	11,009.16	27 %
115 - CITY CLERK							
500 - Personnel	14,518.89	11,207.25	13,878.00	2,210.95	12,204.95	1,673.05	12 %
115 - CITY CLERK Totals:	14,518.89	11,207.25	13,878.00	2,210.95	12,204.95	1,673.05	12 %
116 - MIS							
500 - Personnel	307.39	4,846.80	8,130.00	0.00	2,267.58	5,862.42	72 %
116 - MIS Totals:	307.39	4,846.80	8,130.00	0.00	2,267.58	5,862.42	72 %
212 - TRANSPORTATION							
500 - Personnel	29,743.76	30,869.26	52,876.00	5,878.39	31,953.48	20,922.52	40 %
212 - TRANSPORTATION Totals:	29,743.76	30,869.26	52,876.00	5,878.39	31,953.48	20,922.52	40 %
641 - WATER							
500 - Personnel	303,419.01	305,762.77	572,394.00	51,600.22	292,648.69	279,745.31	49 %
503 - Supplies	103,940.83	149,584.03	352,375.00	23,491.55	155,036.81	197,338.19	56 %
504 - Contract Services	201,718.31	198,285.67	475,681.00	15,608.86	232,029.17	243,651.83	51 %
550 - Capital Outlay	661,660.54	51,710.75	217,000.00	0.00	73,278.00	143,722.00	66 %

	2017-2018 YTD Activity	2018-2019 YTD Activity	2019-2020 Budget	April 2019-2020 MTD Activity	2019-2020 YTD Activity	2019-2020 Budget Remaining	% Budget Remaining
570 - Other Financing Uses	39,000.00	39,000.00	680,450.00	0.00	40,225.00	640,225.00	94 %
641 - WATER Totals:	1,309,738.69	744,343.22	2,297,900.00	90,700.63	793,217.67	1,504,682.33	65 %
641 - WATER Totals:	1,450,277.76	896,235.67	2,551,992.00	119,652.08	954,786.42	0.00	63 %
<u>651 - ELECTRIC</u>							
111 - FINANCE							
503 - Supplies	0.00	0.00	1,000.00	0.00	0.00	1,000.00	100 %
570 - Other Financing Uses	1,392,033.59	2,047,786.97	3,450,000.00	228,961.72	1,683,862.42	1,766,137.58	51 %
111 - FINANCE Totals:	1,392,033.59	2,047,786.97	3,451,000.00	228,961.72	1,683,862.42	1,767,137.58	51 %
651 - ELECTRIC Totals:	1,392,033.59	2,047,786.97	3,451,000.00	228,961.72	1,683,862.42	0.00	51 %
<u>661 - STORMWATER</u>							
661 - STORMWATER							
503 - Supplies	1,776.77	562.37	14,870.00	0.00	2,439.59	12,430.41	84 %
504 - Contract Services	17,941.51	21,956.23	82,670.00	5,414.00	25,625.66	57,044.34	69 %
550 - Capital Outlay	18,982.64	200,923.13	170,000.00	0.00	12,750.00	157,250.00	93 %
560 - Debt Service	0.00	84,832.49	79,058.20	4,352.81	79,063.28	(5.08)	0 %
570 - Other Financing Uses	0.00	0.00	250,000.00	0.00	0.00	250,000.00	100 %
661 - STORMWATER Totals:	38,700.92	308,274.22	596,598.20	9,766.81	119,878.53	476,719.67	80 %
661 - STORMWATER Totals:	38,700.92	308,274.22	596,598.20	9,766.81	119,878.53	0.00	80 %
<u>721 - GIS SERVICES</u>							
721 - GIS							
500 - Personnel	34,514.82	36,396.61	61,026.00	5,039.07	25,000.22	36,025.78	59 %
503 - Supplies	196.00	311.98	3,300.00	919.68	957.67	2,342.33	71 %
504 - Contract Services	11,566.61	11,589.55	18,925.00	247.40	13,577.21	5,347.79	28 %
550 - Capital Outlay	0.00	0.00	7,000.00	0.00	0.00	7,000.00	100 %
721 - GIS Totals:	46,277.43	48,298.14	90,251.00	6,206.15	39,535.10	50,715.90	56 %
721 - GIS SERVICES Totals:	46,277.43	48,298.14	90,251.00	6,206.15	39,535.10	0.00	56 %
<u>725 - CENTRAL GARAGE</u>							
725 - CENTRAL GARAGE							

	2017-2018 YTD Activity	2018-2019 YTD Activity	2019-2020 Budget	April 2019-2020 MTD Activity	2019-2020 YTD Activity	2019-2020 Budget Remaining	% Budget Remaining
500 - Personnel	90,347.75	92,989.12	155,910.00	15,722.84	88,363.83	67,546.17	43 %
503 - Supplies	19,751.66	21,095.18	29,700.00	1,914.66	17,425.15	12,274.85	41 %
504 - Contract Services	66,032.23	67,383.73	111,822.00	4,226.85	41,132.75	70,689.25	63 %
550 - Capital Outlay	5,217.99	0.00	0.00	0.00	0.00	0.00	0 %
725 - CENTRAL GARAGE Totals:	181,349.63	181,468.03	297,432.00	21,864.35	146,921.73	150,510.27	51 %
725 - CENTRAL GARAGE Totals:	181,349.63	181,468.03	297,432.00	21,864.35	146,921.73	0.00	51 %
<u>811 - UNEMPLOYMENT COMP</u>							
112 - PERSONNEL							
504 - Contract Services	0.00	0.00	60,000.00	0.00	35.12	59,964.88	100 %
112 - PERSONNEL Totals:	0.00	0.00	60,000.00	0.00	35.12	59,964.88	100 %
811 - UNEMPLOYMENT COMP Totals:	0.00	0.00	60,000.00	0.00	35.12	0.00	100 %
<u>812 - HEALTH INSURANCE</u>							
112 - PERSONNEL							
504 - Contract Services	1,220,685.73	1,211,659.59	1,998,950.00	48,363.66	1,111,487.19	887,462.81	44 %
112 - PERSONNEL Totals:	1,220,685.73	1,211,659.59	1,998,950.00	48,363.66	1,111,487.19	887,462.81	44 %
812 - HEALTH INSURANCE Totals:	1,220,685.73	1,211,659.59	1,998,950.00	48,363.66	1,111,487.19	0.00	44 %

City of Scottsbluff, Nebraska

Monday, May 18, 2020

Regular Meeting

Item Public Inp1

Council to discuss and consider action on a Business Promotional Event Permit for the Downtown Scottsbluff Association, sponsors of the “Scottsbluff Farmer’s Market” at the 18th Street Downtown Plaza on Saturday mornings, 6/6/20-9/26/20; 8:00 a.m. to 11:00 a.m.

Minutes: Certificate of Insurance will be provided prior to event.

Staff Contact: Kim Wright, City Clerk

**APPLICATION
COMMUNITY FESTIVAL, BUSINESS PROMOTIONAL EVENT, CARNIVAL
PERMIT**

To be filed with the city Clerk at least 14 days, but no more than one year before proposed event.

1. Downtown Scottsbluff Business Association
(name of sponsoring organization)

1703 Broadway (street)	Scottsbluff (city)	NE (state)	308-765-0599 (telephone number)
---------------------------	-----------------------	---------------	------------------------------------

Megan Koppenhafer (chairperson responsible for event)	319-512-5203 (day telephone number)
---	--

2. _____
(name of co-sponsoring organization)

_____ (street)	_____ (city)	_____ (state)	_____ (telephone number)
-------------------	-----------------	------------------	-----------------------------

_____ (contact person)	_____ (day telephone number)
---------------------------	---------------------------------

3. Event Information

Scottsbluff Farmer's Market

(name of event)

Every Saturday June 6th - September 26th

8 am - 11 am

(date(s) of event)

(time(s) of event)

18th Street Plaza

(location of event)

4. Activity Information

Describe general activities including whether there will be any vendors, music, loudspeakers. Serving or selling of alcoholic beverages*, etc.)

Vendors will sell fresh produce, homemade goods, crafts, and clothing. There will be small speakers playing ambient music in the background. There will occasionally be vendors selling ready to eat food prepared on site. All vendors must have their own insurance and are responsible for securing their own permits for selling foods with extra requirements from USDA.

*If alcoholic beverages will be sold or served, a special permit will be required. The applicant should contact the City Clerk for more information.

5. **Street Closure** There will be no street closures. 18th street is permanently blocked off. *Please note any streets to be closed and the times required for closure

6. **Flags/Banners/Signs** We will be setting up two flags along the sidewalk next to the market area

7. **Carnivals** - If event includes a carnival, the next sheet should be completed.

8. Have you provided for a public liability insurance policy naming the City as additional insured? Yes X No

Community Festival/Business Promotion

Street Carnival

\$200,000 for one person

\$500,000 for any one accident

\$ 50,000 for injuries to property

\$ 800,000 for one person

\$2,000,000 for any one accident

\$ 200,000 for injuries to property

9. Have you provided either a \$2,500.00 cash deposit or surety bond for clean up. (This will be returned after it is determined that no repairs or clean up is required by City).

Yes _____ X _____ No _____

I (We) agree to abide by all regulations as stated in the Scottsbluff Municipal code regulating this permit.

permit.


Dated: 5/14/2020

Signed:

Downtown Seattle
(name of sponsoring organization)
Association

(name of sponsoring organization)

Association


(signature of authorized representative of
sponsoring organization)

(signature of authorized representative of
sponsoring organization)

Market manager

(name of co-sponsoring organization)

(signature of authorized representative of
co-sponsoring organization)



Western Surety Company

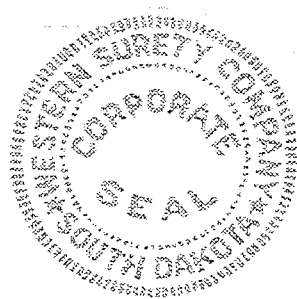
CONTINUATION CERTIFICATE

Western Surety Company hereby continues in force Bond No. 61320962 briefly described as CLEAN UP CITY OF SCOTTSBLUFF

for DOWNTOWN SCOTTSBLUFF ASSOCIATION
_____, as Principal,
in the sum of \$ TWO THOUSAND FIVE HUNDRED AND NO/100 Dollars, for the term beginning May 21, 2020, and ending May 21, 2021, subject to all the covenants and conditions of the original bond referred to above.

This continuation is issued upon the express condition that the liability of Western Surety Company under said Bond and this and all continuations thereof shall not be cumulative and shall in no event exceed the total sum above written.

Dated this 8th day of May, 2020.



WESTERN SURETY COMPANY

By

Paul T. Bruhat, Vice President

THIS "Continuation Certificate" MUST BE FILED WITH THE ABOVE BOND.

Form 90-A-8-2012

Western Surety Company

POWER OF ATTORNEY

KNOW ALL MEN BY THESE PRESENTS:

That WESTERN SURETY COMPANY, a corporation organized and existing under the laws of the State of South Dakota, and authorized and licensed to do business in the States of Alabama, Alaska, Arizona, Arkansas, California, Colorado, Connecticut, Delaware, District of Columbia, Florida, Georgia, Hawaii, Idaho, Illinois, Indiana, Iowa, Kansas, Kentucky, Louisiana, Maine, Maryland, Massachusetts, Michigan, Minnesota, Mississippi, Missouri, Montana, Nebraska, Nevada, New Hampshire, New Jersey, New Mexico, New York, North Carolina, North Dakota, Ohio, Oklahoma, Oregon, Pennsylvania, Rhode Island, South Carolina, South Dakota, Tennessee, Texas, Utah, Vermont, Virginia, Washington, West Virginia, Wisconsin, Wyoming, and the United States of America, does hereby make, constitute and appoint

Paul T. Bruflat of Sioux Falls,
State of South Dakota, its regularly elected Vice President,
as Attorney-in-Fact, with full power and authority hereby conferred upon him to sign, execute, acknowledge and deliver for and on its behalf as Surety and as its act and deed, the following bond:

One CLEAN UP CITY OF SCOTTSBLUFF
bond with bond number 61320962
for DOWNTOWN SCOTTSBLUFF ASSOCIATION
as Principal in the penalty amount not to exceed: \$2,500.00

Western Surety Company further certifies that the following is a true and exact copy of Section 7 of the by-laws of Western Surety Company duly adopted and now in force, to-wit:

Section 7. All bonds, policies, undertakings, Powers of Attorney, or other obligations of the corporation shall be executed in the corporate name of the Company by the President, Secretary, any Assistant Secretary, Treasurer, or any Vice President, or by such other officers as the Board of Directors may authorize. The President, any Vice President, Secretary, any Assistant Secretary, or the Treasurer may appoint Attorneys-in-Fact or agents who shall have authority to issue bonds, policies, or undertakings in the name of the Company. The corporate seal is not necessary for the validity of any bonds, policies, undertakings, Powers of Attorney or other obligations of the corporation. The signature of any such officer and the corporate seal may be printed by facsimile.

In Witness Whereof, the said WESTERN SURETY COMPANY has caused these presents to be executed by its
Vice President Paul T. Bruflat with the corporate seal affixed this 8th day of May, 2020

ATTEST

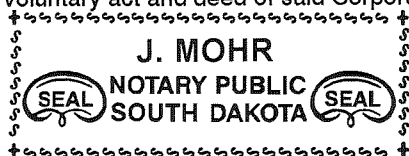
L. Nelson
L. Nelson, Assistant Secretary

WESTERN SURETY COMPANY
By Paul T. Bruflat
Paul T. Bruflat, Vice President

STATE OF SOUTH DAKOTA }
COUNTY OF MINNEHAHA } ss

On this 8th day of May, 2020, before me, a Notary Public, personally appeared
Paul T. Bruflat and L. Nelson

who, being by me duly sworn, acknowledged that they signed the above Power of Attorney as Vice President
and Assistant Secretary, respectively, of the said WESTERN SURETY COMPANY, and acknowledged said instrument to
be the voluntary act and deed of said Corporation.



My Commission Expires June 23, 2021

J. Mohr
Notary Public

To validate bond authenticity, go to www.cnasurety.com > Owner/Obligee Services > Validate Bond Coverage.

Form F1975-1-2016





Guidance for Farmers Markets Operators to Slow the Spread of COVID-19 Virus

With COVID-19 spreading across the state and nation, Governor Pete Ricketts has issued guidelines to slow the spread of the virus. Under these guidelines, Nebraskans need to implement improved personal health practices to slow the spread of the virus. These practices include keeping at least six feet between each person, coughing and/or sneezing into our elbows, washing our hands often with soap for at least 20 seconds, and refraining from touching our face, nose, and eyes. In addition, public gatherings should be limited to no more than 10 people.

Governor Ricketts has issued a Directed Health Measures (DHM) for all Nebraska counties that further restrict activities. You can read more about those restrictions online at www.governor.nebraska.gov.

For purposes of clarity, farmers markets are not considered public gatherings under the statewide DHM, because of the nature of the business being conducted, as well as the ability of the markets to create appropriate social distancing. It is important for farmers markets to institute changes to slow the spread of COVID-19 amongst their vendors and market patrons.

All farmers market operators should first consult with their local health department to ensure that the market is able to meet all local health department guidelines.

NDA recommends that all farmers market operators also adhere to the following guidance:

- Increase the footprint of the markets to allow shoppers to maintain a healthy physical distance of at least 6 feet between each other.
- Adding chalk/tape lines to keep shoppers at least 6 feet apart. Directional arrows can also be utilized to direct patron flow through the market.
- Assign additional staff on the market grounds to regulate customer flow and ensure physical distancing.
- Allow only producers and their staff to handle products. Customers should shop with their eyes and wait to touch their produce or products until after they have purchased them.
- Separate farm stand spaces with at least 10 feet of distance between the tents, more where possible, to reduce congestion.
- Do not allow the sampling of products at markets, or selling of drinks (like cider, coffee, etc.) by the cup.
- Have producers and staff wear protective gloves.
- Ensure that farm stands are using vinyl or plastic table covers for easy sanitizing.
- Encourage producers to sanitize their stands regularly, primarily by wiping down tables, terminals, cash boxes, etc.
- Remind farmers about proper food handling.
- Make sure that producers and staff stay home if they are sick.
- Provide additional hand sanitizers at market stations.

- Discourage the use of reusable bags at this time.
- The Centers for Disease Control and Prevention (CDC) recently recommends that people should wear cloth face masks when out in public. (Don't wear N95 respirator masks or surgical masks as those should be reserved for health care workers who are facing a shortage of protective equipment.)
- Producers should consider using a credit-card reader when possible, to avoid the exchange of cash.
- Remind customers about proper food safety guidelines that recommend washing all produce thoroughly with water before using it. Do not wash fruits and vegetables with anything but water. The chemicals on wipes and chlorine solutions especially can be dangerous if ingested.

NDA recommends all farmers market patrons adhere to the following guidelines:

- The Centers for Disease Control and Prevention (CDC) recently recommends that people should wear cloth face masks when out in public. (Don't wear N95 respirator masks or surgical masks as those should be reserved for health care workers who are facing a shortage of protective equipment.)
- According to the CDC and the U.S. Department of Agriculture (USDA), the COVID-19 virus doesn't appear to be transmitted through food or food packaging. To be vigilant, thoroughly wash your hands with soap and water, and don't eat your food with your hands.
- When you shop at a farmers market, go by yourself. Keep your distance between customers, in line, etc.
- Shop with your eyes. Don't touch everything. Just touch what you plan to purchase.
- Bring a list of items you would like to purchase so you can get in, quickly get what you need, and get out again.
- Do not use reusable grocery bags.

City of Scottsbluff, Nebraska

Monday, May 18, 2020

Regular Meeting

Item Resolut.1

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

Staff Contact: Thomas Schingle, Fire Chief

Agenda Statement

Item No.

For Meeting of: 18 May 2020

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

SUBMITTED BY DEPARTMENT/ORGANIZATION: Fire Department

PRESENTATION BY: Tom Schingle/Anthony Murphy

SUMMARY EXPLANATION: The State of Nebraska is updating their fire code and we are required to update to the same or newer version, per N.R.S. 71-6406(3)(a). We are transitioning from the National Fire Protection Association (NFPA) Uniform Fire Code (UFC) to the International Fire Code (IFC) in effort to harmonize with the locally-adopted building codes.

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

STAFF RECOMMENDATION: Adopt the 2018 International Fire Code, including annexes A-K, exempting 1- and 2-family residential dwelling fire suppression systems.

EXHIBITS

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

Other (specify) _____

NOTIFICATION LIST: Yes ☐ No ☒ Further Instructions ☐

Please list names and addresses required for notification.

APPROVAL FOR SUBMITTAL: _____
City Manager

Rev: 11/15/12 City Clerk

CHAPTER 8

FIRE

Article

1. Fire Hazards, Prevention.

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

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

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

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

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

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

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

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

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

ARTICLE 1

FIRE HAZARDS, PREVENTION

(a) GENERAL PROVISIONS

Section

8-1-1 Terms; defined.

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

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

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

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

8-1-6 Same; corporation counsel.

8-1-7 Same; fire limits.

8-1-8 Same; fire prevention code.

8-1-9 Same; municipality.

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

8-1-11 Article; application.

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

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

8-1-14 to Reserved.

8-1-17

(b) ADMINISTRATION OF LAW

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

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

8-1-20 Permits; inspections; tests.

8-1-21 Article; modification.

8-1-22 Appeals; requirements.

8-1-23 to Reserved.

8-1-26

(c) PARTICULAR HAZARDS

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

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

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

8-1-30 Same; definitions.

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

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

(d) VIOLATIONS; PENALTY

8-1-58 Violations; penalty.

Nebraska Statutes

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

(a) GENERAL PROVISIONS

8-1-1. Terms; defined.

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

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

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

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

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

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

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

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

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

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

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

8-1-6. Same; corporation counsel.

The term “corporation counsel” means the City Attorney.

8-1-7. Same; fire limits.

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

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

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

8-1-9. Same; municipality.

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

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

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

8-1-11. Article; application.

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

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

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

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

The following sections shall read:

Section 101.1. Insert: City of Scottsbluff

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

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

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

Section 112.4. Insert: none, \$250.00

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

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

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

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

5704.2.9.6.1

5706.2.4.4

5806.2

6104.2

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

(b) ADMINISTRATION OF LAW

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

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

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

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

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

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

8-1-21. Article; modification.

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

8-1-22. Appeals; requirements.

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

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

(c) PARTICULAR HAZARDS

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

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

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

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

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

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

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

8-1-30. Same; definitions.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

8-1-38. Same; zoning districts.

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

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

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

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

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

8-1-41. Crankcase draining; storage.

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

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

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

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

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

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

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

8-1-45. Homemade stoves; restrictions.

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

8-1-46. Burning; restrictions.

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

This section shall not be construed to prohibit:

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

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

It shall be unlawful for any person:

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

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

8-1-48. Repealed.

8-1-49. Repealed.

8-1-50. Repealed.

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

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

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

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

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

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

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

(d) VIOLATIONS; PENALTY

8-1-58. Violations; penalty.

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

ARTICLE 2

EMERGENCY SERVICES

Section

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

8-2-8. Disorderly conduct; violation.

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

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

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

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

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

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

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

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

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

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

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

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

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

8-2-15. Violations; penalty.

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

ARTICLE 3

FIRE ALARMS

(a) DEFINITIONS

Section

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

(b) REGULATIONS

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

(a) DEFINITIONS

8-3-1. Definitions; generally.

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

8-3-2. Alarm, false.

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

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

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

8-3-3. Alarm, fire.

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

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

8-3-4. Alarm system.

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

8-3-5. Consolidated Communications Center.

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

8-3-6. Director.

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

8-3-7. Owner; lessee.

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

8-3-8. Public safety personnel.

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

8-3-9. Vendor.

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

(b) REGULATIONS

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

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

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

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

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

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

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

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

8-3-12. Same; recorded messages.

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

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

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

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

8-3-14. Same; application.

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

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

complex is commonly known;

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

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

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

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

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

8-3-15. Same; fees.

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

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

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

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

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

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

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

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

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

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

8-3-18. Alarm systems; inspection.

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

8-3-19. Vendors; duties.

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

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

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

8-3-21. Same; training.

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

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

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

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

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

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

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

8-3-25. False alarm; prohibited.

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

8-3-26. Same; presumption.

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

8-3-27. Violations; penalty.

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

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

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

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

Chapter 4 revision as follows:

4-1-19. Fire Limits; established.

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

~~PLATTED AREAS~~

~~Addition Block Lot~~

~~Broadway Addition 1,2 All~~

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

~~City Addition 1,2 All~~

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

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

~~Kenesaw Addition 1 All~~

~~Main Street Addition All~~

~~McClanahan's Addition 1 All~~

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

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

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

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

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

~~Seventh Addition A All~~

~~Sixth Addition 4,5 All~~

~~South Side Addition 1,2 All~~

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

~~Sunset Addition 1 All~~

~~Third Addition 1,2 All~~

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

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

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

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

~~UNPLATTED AREAS~~

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

Section Quarter Tract

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

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

Section Quarter Tract

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

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

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

PLATTED AREAS

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

UNPLATTED AREAS

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

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

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

Country Club View Add.

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

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

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

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

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

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

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

23-3-1. Fire hydrants; opening.

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

ORDINANCE NO. _____

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

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

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

“(a) GENERAL PROVISIONS

8-1-1. Terms; defined.

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

8-1-2. Repealed.

8-1-3. Repealed.

8-1-4. Repealed.

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

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

8-1-5.1 Same; fire code official.

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

8-1-6. Same; corporation counsel.

The term “corporation counsel” means the City Attorney.

8-1-7. Same; fire limits.

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

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

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

8-1-9. Same; municipality.

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

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

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

8-1-11. Article; application.

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

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

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

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

The following sections shall read:

Section 101.1. Insert: City of Scottsbluff

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

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

Section 112.4. Insert: none, \$250.00

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

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

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

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

5704.2.9.6.1

5706.2.4.4

5806.2

6104.2

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

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

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

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

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

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

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

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

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

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

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

8-1-13. Repealed.

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

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

(b) ADMINISTRATION OF LAW

8-1-18. Repealed.

8-1-19. Repealed.

8-1-20. Repealed.

8-1-21. Repealed.

8-1-22. Repealed.

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

(c) PARTICULAR HAZARDS

8-1-27. Repealed.

8-1-28. Repealed.

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

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

8-1-30. Same; definitions.

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

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

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

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

Consumer fireworks does not include:

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

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

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

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

8-1-32. Repealed.

8-1-33. Repealed.

8-1-34. Repealed.

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

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

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

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

8-1-37. Repealed.

8-1-38. Repealed.

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

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

8-1-40. Repealed.

8-1-41. Crankcase draining; storage.

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

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

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

8-1-43. Repealed.

8-1-44. Repealed.

8-1-45. Repealed.

8-1-46. Repealed.

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

It shall be unlawful for any person:

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

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

8-1-48. Repealed.

8-1-49. Repealed.

8-1-50. Repealed.

8-1-51. Repealed.

8-1-52. Repealed.

8-1-53. Repealed.

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

(d) VIOLATIONS; PENALTY

8-1-58. Violations; penalty.

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

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

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

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

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

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

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

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

8-2-4. Repealed.

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

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

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

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

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

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

8-2-8. Disorderly conduct; violation.

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

8-2-9. Repealed.

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

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

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

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

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

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

8-2-13. Repealed.

8-2-14. Repealed.

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

“(a) DEFINITIONS

8-3-1. Definitions; generally.

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

8-3-2. Alarm, false.

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

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

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

8-3-3. Alarm, fire.

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

8-3-4. Alarm system.

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

8-3-5. Consolidated Communications Center.

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

8-3-6. Director.

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

8-3-7. Owner; lessee.

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

8-3-8. Public safety personnel.

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

8-3-9. Vendor.

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

(b) REGULATIONS

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

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

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

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

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

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

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

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

8-3-12. Same; recorded messages.

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

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

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

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

8-3-14. Same; application.

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

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

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

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

8-3-15. Same; fees.

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

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

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

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

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

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

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

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

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

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

8-3-18. Alarm systems; inspection.

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

8-3-19. Vendors; duties.

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

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

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

8-3-21. Same; training.

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

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

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

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

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

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

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

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

8-3-25. False alarm; prohibited.

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

8-3-26. Same; presumption.

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

8-3-27. Violations; penalty.

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

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

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

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

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

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

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

4-1-19. Fire Limits; established.

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

PLATTED AREAS

Broadway Addition - All of BLKS 1,2

City Addition - All of BLKS 1,2

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

Fourth Addition - LTS 16-28 of BLK 1

Kenesaw Addition - All of BLK 1

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

Main Street Addition - LTS 1-24

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

UNPLATTED AREAS

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

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

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

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

23-2-2. Water service rates.

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

23-2-3. Same; minimum charges.

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

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

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

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

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

23-2-6. Meters, reading.

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

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

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

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

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

23-2-9. Same; statements.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

23-2-15. Reserved.

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

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

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

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

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

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

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

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

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

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

23-2-21. Repealed.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

PASSED AND APPROVED on _____, 2020.

Mayor

ATTEST:

City Clerk (Seal)

Approved to form:

City Attorney

City of Scottsbluff, Nebraska

Monday, May 18, 2020

Regular Meeting

Item Reports1

Council to discuss and consider action on approving TV and Digital Public Service Announcement Contracts for KNEB and NBC Nebraska for Stormwater Public Education and authorize the City Manager to execute the Contracts.

Staff Contact: Leann Sato, Stormwater Specialist

Agenda Statement

Item No.

For Meeting of: May 18, 2020

AGENDA TITLE: Tri-City Stormwater PSA Media Contracts

SUBMITTED BY DEPARTMENT/ORGANIZATION: Stormwater

PRESENTATION BY: Rick Kuckkhan?

SUMMARY EXPLANATION: TV and Digital PSAs help Stormwater meet the Public Education & Outreach (PEO) requirement of the NPDES MS4 Permit. The cities of Scottsbluff, Gering and Terrytown execute a joint PEO program and split the costs according to an interlocal agreement. Proposed contract terms for 2020-21 are the same as last year with the addition of NBC Nebraska's \$200.00 digital package. The additional digital is to increase reach with the increasing digital and mobile-only audience.

2020-21 annual costs:

\$ 1,200.00 KNEB TV

\$ 2,737.50 KNEB Digital/Web

\$19,140.00 NBC Nebraska (\$1395.00 TV, \$200.00 Digital/Web)

\$23,077.50 Annual Total

Totals per Interlocal Agreement:

60% Scottsbluff \$13,846.50; 35% Gering \$8,077.13; and 5% Terrytown \$1,153.88

BOARD/COMMISSION RECOMMENDATION: Tri-City Stormwater members approved renewing the contracts and expanding digital advertising via an email vote in April.

STAFF RECOMMENDATION: Staff recommends contracts be accepted by Council and signed by the City Manager.

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

Other (specify) _____

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

APPROVAL FOR SUBMITTAL: _____
City Manager

Rev: 11/15/12 City Clerk



City of Scottsbluff 2020-21 TV Campaign Contract

Leann,

Here is an annual Contract for The City of Scottsbluff. The Flight dates would be May 1st 2020 to April 30th 2021. We will also include 21ea added value spots per month at no charge. The added value spots would be Rotator's 5a to 12 a Su-Sa.

The Total number of spots per month would be 70 including the added value.

The total TV cost per month is \$1,395.00

Also Digital Advertising on www.nbcnebraskascottsbluff.com per month is \$200

The Total Monthly TV and Digital per month is \$1595.00

Signature_____ City of Scottsbluff Official

Signature_____ Account Executive

Name: Dan Brott

[email: dan.brott@nbcneb.com](mailto:dan.brott@nbcneb.com)



Proposal ID: 303357
 Market: CHEYENNE-SCOTTSLUFF [196]
 Station: NGWN+
 Schedule Date: 5/1/2020 - 5/31/2020
 Advertiser: City of Scottsbluff
 Product: Utilities - Power/Water
 Spot Length(s): :30
 Book: comScore February 2020
 Author: Dan Brott

Acct. Exec: Dan Brott
 Email: dan.brott@nbcneb.com

Gray does not discriminate in its advertising contracts, and it will not accept advertising intended to discriminate on the basis of race or ethnicity. Advertiser hereto affirms that nothing in this Agreement is intended to discriminate on the basis of race or ethnicity. This Agreement is subject to the Standard Terms and Conditions available at www.gray.tv/advertising.

Flight Dates: 5/1/2020-5/31/2020

Program Time	Spot Length	MY 1	MY 4	MY 11	MY 18	MY 25	CS-A25-64 CS.RTG RTG	W k s	Rate Spots
NGWN+									
NBC NEBRASKA TODAY	:30	1	1	1	1	1	1.1	5	\$30.00
GRPs/Impressions							5.5		5
CPP/CPM							\$27.27		
Mo-Fr 6:00a-7:00a							Run Dates: 12/28/2015-12/31/2036		
NBC NEB NEWS AT NOON	:30	1	1	1	1	1	1.9	5	\$20.00
GRPs/Impressions							9.5		5
CPP/CPM							\$10.53		
Mo-Fr 12:00p-12:30p							Run Dates: 12/28/2015-12/31/2036		
NBC NEBRASKA NEWS AT 6P	:30	1	1	1	1	--	3.3	4	\$65.00
GRPs/Impressions							13.2		4
CPP/CPM							\$19.70		
Mo-Fr 6:00p-6:30p							Run Dates: 7/19/2017-12/31/2036		
Prime Rotators	:30	1	1	1	1	--	3.0	4	\$75.00
GRPs/Impressions							12.0		4
CPP/CPM							\$25.00		
Mo-Fr 7:00p-10:00p							Run Dates: 5/1/2019-12/31/2036		
NBC NEB NEWS AT 10P	:30	1	1	1	1	1	3.2	5	\$65.00
GRPs/Impressions							16.0		5
CPP/CPM							\$20.31		
Mo-Fr 10:00p-10:35p							Run Dates: 12/28/2015-12/31/2036		





Proposal ID: 303357
 Market: CHEYENNE-SCOTTSBLUFF [196]
 Station: NGWN+
 Schedule Date: 5/1/2020 - 5/31/2020
 Advertiser: City of Scottsbluff
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Flight Dates: 5/1/2020-5/31/2020

Program Time	Spot Lengt	MY 1	MY 4	MY 11	MY 18	MY 25	CS-A25-64 CS.RTG RTG	W k s	Rate Spots
NGWN+									
Added Value Spots	:30	5	4	4	4	4	1.6	5	\$0.00
GRPs/Impressions							33.6		21
CPP/CPM							\$0.00		
Mo-Su 6:00a-12:00a		Run Dates: 5/1/2020-12/31/2036							
<div> Comscore - Live Share/HUT: CS-Feb/2020 Time - Mo-Su 6:00a-12:00a</div>									
Rotators	:30	6	5	5	5	5	1.6	5	\$10.00
GRPs/Impressions							41.6		26
CPP/CPM							\$6.25		
Mo-Su 6:00a-12:00a		Run Dates: 5/1/2019-12/31/2036							
<div> Comscore - Live Share/HUT: CS-Feb/2020 Time - Mo-Su 6:00a-12:00a</div>									

Total Cost: \$1,395.00 Signature_____

Sales Order

Stations: KNEB-AM, KNEB-FM, KHYY-FM Buyer: _____
 Contract Name: Display Ad 19 20 City of SB-02 Tax Schedule: _____ (None)
 Contract#: 49117514 Agency Commission %: 0
 Start Date: 5/28/19 End Date: 4/30/21 Billing Cycle: Calendar
 Revenue Type: Local Direct Type: Cash Salesperson: 1116aost Comm %: 0
 Advertiser: CITY OF SCOTTSSBLUFF Makegood Policy: Within Contract Dates
 Address: 2525 CIRCLE DRIVE
 City: SCOTTSSBLUFF State: NE Zip: 69361
 Phone: (402) 829-8017
 Product Name: _____
 Competitive Code: No Conflicts

KNEB-AM

No	DATES		Alt wks	TIMES		LEN	DISTRIBUTION								RATE	TOTALS		PTY	
	START	END		START	END		M	T	W	T	F	SA	SU	Per Wk		D/W	SPOTS		\$
1	5/28/19	5/27/20		12:00 AM	11:59:59 PM	30	X	X	X	X	X	X	X	3	W	0.00	159	0.00	7
Promercial																			

No	DATES		INVENTORY TYPE	ORDER BY	QTY	PRICING STRUCTURE	RATE	TOTAL
	START	END						
1	5/28/19	5/27/20	DISPLAY AD	Non Spot Item	365	Per Item	\$7.50	\$2,737.50
Revenue Type: Internet								
Line Remark: WEBSITE DISPLAY AD								
Daypart: M-S 12:00 AM-12:00 AM								
2	5/28/20	4/30/21	DISPLAY AD	Non Spot Item	365	Per Item	\$7.50	\$2,737.50
New / Revised								
Revenue Type: Internet								
Line Remark: WEBSITE DISPLAY AD								
Daypart: M-S 12:00 AM-12:00 AM								

BILLING FOR 2020/2021
DISPLAY AD

TOTAL SPOT \$0.00 (159 SPOTS), ALTERNATIVE REVENUE \$5,475.00, GROSS \$5,475.00, NET \$5,475.00

KNEB-FM

No	DATES		Alt wks	TIMES		LEN	DISTRIBUTION									RATE	TOTALS		PTY
	START	END		START	END		M	T	W	T	F	SA	SU	Per Wk	D/W		SPOTS	\$\$	
1	5/28/19	5/27/20		12:00 AM	11:59:59 PM	30	X	X	X	X	X	X	X	3	W	0.00	159	0.00	7
Promercial																			

TOTAL GROSS \$0.00, NET \$0.00

KHYY-FM

No	DATES		Alt wks	TIMES		LEN	DISTRIBUTION									RATE	TOTALS		PTY
	START	END		START	END		M	T	W	T	F	SA	SU	Per Wk	D/W		SPOTS	\$\$	
1	5/28/19	5/27/20		12:00 AM	11:59:59 PM	30	X	X	X	X	X	X	X	3	W	0.00	159	0.00	7
Promercial																			

TOTAL GROSS \$0.00, NET \$0.00

Billing Projections: By Month

	May 19	Jun 19	Jul 19	Aug 19	Sep 19	Oct 19
CA	30.00	225.00	232.50	232.50	225.00	232.50
ST	0.00	255.00	210.00	210.00	262.50	210.00
	Nov 19	Dec 19	Jan 20	Feb 20	Mar 20	Apr 20
CA	225.00	232.50	232.50	217.50	232.50	217.50
ST	210.00	262.50	210.00	210.00	262.50	203.50
	May 20	Jun 20	Jul 20	Aug 20	Sep 20	Oct 20
CA	232.50	240.00	255.00	247.50	240.00	255.00
ST	261.50	224.00	229.85	280.66	223.99	229.62
	Nov 20	Dec 20	Jan 21	Feb 21	Mar 21	Apr 21
CA	240.00	255.00	255.00	225.00	255.00	240.00
ST	281.38	230.08	287.92	225.00	230.31	224.69
	May 21					
CA	0.00					
ST	40.00					

☒ Print Spot Prices

TOTAL SPOTS	477
SPOT TOTAL \$	0.00
ALTERNATIVE REVENUE TOTAL \$	5,475.00
GROSS TOTAL \$	5,475.00
ADJUSTED SPOTS	477
ADJUSTED TOTAL \$	5,475.00

APPROVE DECLINE

<input type="radio"/>	<input type="radio"/>	Traffic Director
<input type="radio"/>	<input type="radio"/>	Sales Manager
<input type="radio"/>	<input type="radio"/>	Business Director
<input type="radio"/>	<input type="radio"/>	Station Manager

Sales Order

Station: KHYY-FM Buyer: _____
 Contract Name: KNEB TV City of SB-03 Tax Schedule: _____ (None)
 Contract#: 49117575 Agency Commission %: 0
 Start Date: 5/01/19 End Date: 4/30/21 Billing Cycle: Calendar
 Revenue Type: Local Direct Type: Cash Salesperson: 1116aost Comm %: 0
 Advertiser: CITY OF SCOTTSBLUFF Makegood Policy: Within Contract Dates
 Address: 2525 CIRCLE DRIVE
 City: SCOTTSBLUFF State: NE Zip: 69361
 Phone: (402) 829-8017
 Product Name: KNEB.TV
 Competitive Code: No Conflicts

No	DATES		INVENTORY TYPE	ORDER BY	QTY	PRICING STRUCTURE	RATE	TOTAL
	START	END						
1	5/01/19	4/30/20	TV-PACKAGE	Non Spot Item	12	Per Item	\$100.00	\$1,200.00
Revenue Type: KNEB.TV								
Line Remark: KNEB.TV Annual Package								
Daypart: M-S 12:00 AM-12:00 AM								
2	5/01/20	4/30/21	TV-PACKAGE	Non Spot Item	12	Per Item	\$100.00	\$1,200.00
New / Revised								
Revenue Type: KNEB.TV								
Line Remark: KNEB.tv								
Daypart: M-S 12:00 AM-12:00 AM								

*BILLING FOR 2020/2021
TV*

Billing Projections: By Month

	May 19	Jun 19	Jul 19	Aug 19	Sep 19	Oct 19
CA	100.00	100.00	100.00	100.00	100.00	100.00
ST	83.85	116.15	90.31	90.31	116.04	90.42
	Nov 19	Dec 19	Jan 20	Feb 20	Mar 20	Apr 20
CA	100.00	100.00	100.00	100.00	100.00	100.00
ST	92.88	113.58	90.31	95.45	114.24	93.10
	May 20	Jun 20	Jul 20	Aug 20	Sep 20	Oct 20
CA	100.00	100.00	100.00	100.00	100.00	100.00
ST	113.36	93.32	90.53	112.92	93.21	90.64
	Nov 20	Dec 20	Jan 21	Feb 21	Mar 21	Apr 21
CA	100.00	100.00	100.00	100.00	100.00	100.00
ST	116.04	90.42	112.92	100.00	90.31	92.99
	May 21					
CA	0.00					
ST	16.70					

TV - 1200
 DISPLAY AD - 2737.50
 TOTAL 3937.50

☒ Print Spot Prices

TOTAL SPOTS	0
SPOT TOTAL \$	0.00
ALTERNATIVE REVENUE TOTAL \$	2,400.00
GROSS TOTAL \$	2,400.00
ADJUSTED SPOTS	0
ADJUSTED TOTAL \$	2,400.00

APPROVE DECLINE

<input type="radio"/>	<input type="radio"/>	Traffic Director
<input type="radio"/>	<input type="radio"/>	Sales Manager
<input type="radio"/>	<input type="radio"/>	Business Director
<input type="radio"/>	<input type="radio"/>	Station Manager

City of Scottsbluff, Nebraska

Monday, May 18, 2020

Regular Meeting

Item Reports2

Council to discuss and consider action on the Agreement with Copier Connection for the Police Department and authorize the Mayor to execute the Agreement.

Staff Contact: Rick Kuckkahn, Interim City Manager

Agenda Statement

Item No.

For meeting of: May 18, 2020

AGENDA TITLE: Copier Full Service Contract Toner Inclusive

SUBMITTED BY DEPARTMENT/ORGANIZATION: Police Department

PRESENTATION BY: Rick Kuckkahn, City Manager and Kevin E. Spencer, Chief of Police

SUMMARY EXPLANATION:

Copier Connection Inc. will perform all required maintenance on the Savin C2525 copier as required through normal and customary usage of said copier. The contract is limited to parts, labor and toner as a result of customary and normal use. Specific exclusions from coverage under the agreement are damage due to negligence, accidents or misuse by purchaser, its employees, damage as a result of any crime or vandalism, damage due to the effects of fire, natural forces, and damage caused from the use of toner and paper that does not meet Savin specifications. The contract includes Black and Color Toner. Contract can be terminated by either party with 30 days prior written notice.

BOARD/COMMISSION RECOMMENDATION:

STAFF RECOMMENDATION:

EXHIBITS

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

Other (specify) Attached form and signature areas

NOTIFICATION LIST: Yes ☐ No ☐ Further Instructions ☐

APPROVAL FOR SUBMITTAL: _____
City Manager

Rev 3/1/99CClerk

COPIER CONNECTION INC.

1912 Broadway
Scottsbluff Nebraska 69361

COPIER FULL SERVICE CONTRACT TONER INCLUSIVE

Purchased By: City of Scottsbluff Police Department
1801 Avenue B
Scottsbluff NE 69361

This contract will be for one year.

Contract purchased date: March 7, 2020

One each copier model Savin C2525

Beginning meter reading (Black)

345,203

(color)

161,073

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 through Friday, excluding holidays.

This contract shall be limited to parts, labor and toner 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 Savin specifications. Purchaser is responsible for providing adequate space and electrical wiring for the machine.

This contract does include Black and Color Toner.

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

\$520.00 per year (\$44.00 per month) plus \$.018 per copy over 21,000 black & white copies per year and \$.069 per copy over 2,000 color copies per year.

Signed and agreed this _____ Day of _____, 2020.

Title _____

Purchaser Firm Name _____



Service Manager

Copier Connection Inc.

Please return signed contract.

City of Scottsbluff, Nebraska

Monday, May 18, 2020

Regular Meeting

Item Reports3

Council to discuss and consider action on updating the Agreement between Western Nebraska Community College and the City of Scottsbluff Fire Department to allow Health Sciences Division Students to obtain clinical experience by riding with the Fire Dept. and authorize the Mayor to execute the Agmt.

Staff Contact: Thomas Schingle, Fire Chief

Agenda Statement

Item No.

For Meeting of: May 18, 2020

AGENDA TITLE: Council to discuss and consider action on updating the agreement between Western Nebraska Community College and the City of Scottsbluff Fire Department to allow Health Sciences Division Students to obtain clinical experience by riding with the Fire Department and authorize the Mayor to execute the agreement.

SUBMITTED BY DEPARTMENT/ORGANIZATION: Fire Department

PRESENTATION BY: Thomas Schingle

SUMMARY EXPLANATION: WNCC needed to make two amendments to the agreement that was signed last year. These amendments include two new programs they offer, Heath Information Systems and Human Services, and a change in the wording of paragraph 20, removing the word "student".

BOARD/COMMISSION RECOMMENDATION:

STAFF RECOMMENDATION: The amendments do not affect what we had already previously agreed to and it is recommended to approve the agreement and authorize the Mayor to sign.

EXHIBITS

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

Other (specify) _____

NOTIFICATION LIST: Yes ☐ No ☐ Further Instructions ☐

Please list names and addresses required for notification.

APPROVAL FOR SUBMITTAL: _____
City Manager

Rev: 11/15/12 City Clerk

AGREEMENT

This agreement, **made this 1st day of July 2020 between the City of Scottsbluff Fire Department, hereinafter called "Clinical Agency," and Western Nebraska Community College for Health Sciences Division, Scottsbluff, Nebraska, hereinafter called "Health Sciences Division."**

Whereas, the Clinical Agency has certain facilities available and desires to provide such facilities to the Health Sciences Division, and

Whereas, the Health Sciences Division has education programs and desires to make use of certain facilities of the Clinical Agency, and

Whereas, the Clinical Agency agrees to provide practical clinical experience in one or more of the following programs as described in item _____ listed below:

1. Practical Nursing Program (PN) with observational experience or WNCC faculty-supervised experience.
2. Associate Degree of Nursing (AD-N) with observational experience, preceptor experience and/or WNCC faculty-supervised experience.
3. Surgical Technical Program (ST) with preceptor experience.
4. Emergency Medical Services Program (EMS) with observational experience, and/or preceptor experience.
5. Phlebotomy Technician (PBT) with observational experience, WNCC faculty-supervised experience and/or preceptor experience.
6. Medical Lab Tech Program (MLT) with observational experience, WNCC faculty-supervised experience and/or preceptor experience.
7. Medical Lab Tech Assistant Program (MLA) with observational experience, WNCC faculty-supervised experience and/or preceptor experience.
8. Health Information Technology Program (HIT) with preceptor experience.
9. Human Services Program with preceptor experience.

For purposes of clinical experience, the following definitions shall apply:

- a. **OBSERVATIONAL EXPERIENCE** means an assignment to a facility or unit where student observes the role of the facility and the role of the staff within the facility, but where students do not participate in direct patient/client care. Direct faculty or preceptor supervision is not required for an observational experience...”
- b. **PRECEPTOR EXPERIENCE** means an assignment to a facility or unit where the staff member providing direct supervision of the student learning experience is an employee of the agency. The preceptor acts as a facilitator of the student learning and serves as a role model who is immediately available in the clinical setting.

- c. WNCC FACULTY-SUPERVISED EXPERIENCE means an assignment to a facility or unit where a WNCC faculty member directly supervises the student learning experience.

Now therefore, in consideration of the covenants and agreements herein contained, the parties agree as follows:

- 1. Clinical Agency requirements for students and faculty include, without limitation (documentation to be maintained by and at the Health Sciences Division and be available upon request):
 - a. Varicella Immunity: One of the following is required:
 - i. History of disease
 - ii. Documentation of immune varicella titer
 - iii. Documentation of 2 doses of varicella vaccine
 - b. Rubella Immunity: One of the following is requires:
 - i. Documentation of immune rubella titer
 - ii. Documentation of at least 1 dose of rubella vaccine.
 - c. TB Skin Test: Documentation of TB skin test completed within the last 12 months.
 - d. Hepatitis B Vaccine: Three (3) doses are recommended, but not required.
 - e. Measles Immunity: One of the following is recommended, but not required:
 - i. History of disease
 - ii. Documentation of immune measles (rubeola) titer
 - iii. Documentation of at least one (1) dose of measles vaccine, with two (2) doses recommended.
 - f. Mumps Immunity: One of the following is recommended, but not required:
 - i. History of disease
 - ii. Documentation of immune mumps titer
 - iii. Documentation of at least two (2) doses and mumps vaccine
 - g. Tetanus: Documentation of completed primary series and booster dose within ten (10) years is recommended, but not required.
- 2. Students shall abide by Clinical Agency's flu shot policies.

3. Clinical Agency may request that the Health Sciences Division remove from the program any student whose work, conduct, or health may have a detrimental effect on patients or the Clinical Agency.
4. A. The Health Sciences Division shall inform its students and faculty members of Clinical Agency policies, rules, and regulations that relate to the Program at Clinical Agency, i.e., including, but not limited to, confidentiality, infection control and safety. Health Sciences Division shall ensure that each student participating in the Program at Clinical Agency has passed a recently conducted criminal background check covering a period of at least seven (7) years immediately prior to their arrival at Clinical Agency or the minimum, any misdemeanors, felonies or social security number discrepancies on record, for each city and state the student has resided in over the past seven (7) years. Health Sciences Division shall provide Clinical Agency with verification of such criminal background check, upon request.

B. Students and faculty members of the Health Sciences Division shall abide by all applicable policies and procedures of Clinical Agency and all applicable federal, state and local laws, rules and regulations, including all laws pertaining to confidentiality and security of individually identifiable health information (expressly including the HIPAA regulations set forth at 45 CFR Pars 160 and 164, and any policies and procedures related to Clinical Agency electronic medical records system. Students and faculty members of Health Sciences Division shall use appropriate safeguards to prevent the use and/or disclosure of patient identifiable medical information. Any known misuse of patient identifiable medical information shall be immediately reported to Clinical Agency. Any violation of laws, rules or regulations or Clinical Agency policies and procedures and/or willful misconduct or negligence by a student or faculty member, may result in termination of this Agreement.
5. For purposes of this Agreement, the term “Clinical Agency Confidential Information” means all information, in oral, written, visual, and/or other tangible form which may include, but is not limited to, documents, information, techniques, technology, data, samples, substances and materials provided by or on behalf of Clinical Agency in connection with the Program. All Clinical Agency Confidential Information will be disclosed in confidence and trust, and Health Sciences Division, its students and faculty members shall not, directly or indirectly, use this information for any purpose other than participation in this program at Clinical Agency. Further, Health Sciences Division agrees not to disclose, publish, disseminate, or otherwise permit any unauthorized use of or access to any of the Clinical Agency Confidential Information in any way except with the written consent of Clinical Agency. Health Sciences Division agrees that its faculty, employees and students will employ all reasonable steps to protect

Clinical Agency Confidential Information from unauthorized or inadvertent disclosure. The provisions of this Agreement shall not pertain to (a) information or data that is publicly available other than as a result of any improper disclosure, including, without limitation, a disclosure in violation of any of the terms of this Agreement; or (b) information that is required to be produced or disclosed pursuant to subpoena or other legal process.

6. Health Sciences Division, as well as its faculty and students, acknowledge that Clinical Agency Confidential Information may contain valuable trade secrets of Clinical Agency, which are subject to applicable trade secret laws. Health Sciences Division further acknowledges, on behalf of itself, its faculty members and students, that the unauthorized disclosure, use or disposition of Clinical Agency's Confidential Information could cause irreparable harm and significant injury which may be difficult to ascertain. Accordingly, Health Sciences Division agrees that Clinical Agency shall have the right to seek immediate injunctive relief due to any existing or threatened breach of this Agreement, in addition to any other remedies that may be available at law or in equity.
7. Health Sciences Division shall be responsible for informing its faculty and students who will be participating in the Program at Clinical Agency of Health Sciences Division's obligations under this Agreement, and shall require like obligations of said faculty members and students with respect to Clinical Agency's Confidential Information.
8. The Health Sciences Division and the Clinical Agency will negotiate and determine at least three (3) weeks prior to the commencement of each rotation the number of students who will be using the facilities of the Clinical Agency during that respective period, and of the dates of commencement and completion of such period.
9. The Health Sciences Division shall insure that all of its students, faculty, and all other representatives of the Health Sciences Division, using the facilities of the Clinical Agency, will follow all policies of the Clinical Agency.
10. The Clinical Agency shall have the right to deny the use of its facilities to any student, faculty member, or any other representative of the Health Sciences Division who fails to comply with the Scope of Practice for the student's professional discipline in the State of Nebraska or any policies of the Clinical Agency.
11. The Health Sciences Division shall offer a program of study to its students using the Clinical Agency facilities which will meet the criteria of state or national accreditation required for the student's professional discipline.

12. The Health Sciences Division shall be responsible for providing the necessary faculty for the WNCC faculty-supervised clinical experiences during its use of the Clinical Agency facilities, except for observational and preceptor experiences as outlined on page one (1).
13. Representatives of the Health Sciences Division shall in no way whatsoever be deemed to be employees, servants, agents, or representatives of the Clinical Agency.
14. The Health Sciences Division shall not remove any patient records from the premises of the Clinical Agency.
15. The Clinical Agency shall have the sole and exclusive right and power to supervise and direct the use of Clinical Agency facilities by the Health Sciences Division. The Health Sciences Division shall be responsible for its students, faculty members, or representatives during use of the Clinical Agency facilities by the Health Sciences Division, except as hereinafter provided. Clinical Agency employees shall assume accountability for the overall quality care for each patient assigned to students. Clinical Agency shall provide direction for students and faculty as indicated.
16. The Health Sciences Division shall appoint at least one member of its faculty to meet with departmental administrator of the Clinical Agency's to insure the most efficient use of the facilities.
17. The students and faculty members of the Health Sciences Division shall be entitled to use the conference rooms in a clinical area on arrangement with the departmental administrator of the Clinical Agency.
18. The faculty of the Health Sciences Division shall provide the departmental administrator of the Clinical Agency with information about the numbers of students, the times assigned, learning goals and experiences planned for students assigned to that unit.
19. The Health Sciences Division shall maintain a ratio of faculty to students which is satisfactory to the Clinical Agency to provide safe care and to comply with the policies of the Clinical Agency.
20. Any faculty member of the Health Sciences Division using the facilities of the Clinical Agency shall be covered through the College by professional liability insurance or malpractice insurance in the amount of at least \$1,000,000 per occurrence, through a carrier licensed or approved by the state of Nebraska. Proof of such insurance shall be provided to the Clinical Agency by College. The College shall notify the Clinical Agency at least 10 days in advance if the policy

is to be canceled or amended to reduce coverage. In addition, Health Sciences Division requires students to carry personal liability insurance.

21. The Clinical Agency shall make the cafeteria of the Clinical Agency available to students, faculty members, and representatives of the Health Sciences Division.
22. The students, staff members or representatives of the Health Sciences Division shall not be used as a replacement for the usual staff services required for the care of patients of the Clinical Agency.
23. The Clinical Agency shall permit faculty members of the Health Sciences Division to select patients for clinical experience subject to the rules, regulations, and policies set by the Clinical Agency. The Health Sciences Division reserves the right to select patients, instructors, and students for its program and the circumstances under which its faculty and students will conduct said clinical experience.
24. In the event of a violation of any of the terms and provisions hereof by a party hereto, the other party may give the violating party written notice of such violation and this agreement shall terminate automatically if the violation is not corrected within thirty (30) days after receipt of such written notice by the violating party, provided, however, that the waiver of any of the terms and provisions of this agreement by a party hereto shall not operate or be construed as a waiver of any subsequent violations.
25. Reasonable Cause Drug Testing may be undertaken for a Health Sciences student (PN, AD-N, ST, EMS, PBT, MLT, MLA) when reasonable cause exists that the student is impaired due to drug or alcohol use. Reasonable cause shall be defined as an identifiable impairment as detected by a trained observer as selected by the Clinical Agency and will be carried out in accordance with Drug Test Plan and WNCC policy.
26. This Agreement shall be effective from July 1, 2020 through June 30, 2023. This Agreement shall automatically renew for an additional three (3) year term unless either party gives a one (1) year written notice, which must be received by the other party prior to August 1 for termination to be effective on July 1 of the following year.

IN WITNESS WHEREOF, under the authority of their governing bodies, the parties have hereto set their hand and seals on this _____ day of _____, 20_____.

WESTERN NEBRASKA COMMUNITY COLLEGE

BY: _____
Name: William D. Knapper
Title: Vice President of Administrative Services

CLINICAL AGENCY

By _____

Name: Raymond Gonzales

Title: Mayor of Scottsbluff, Representative Scottsbluff Fire Department

cc: healthsciences@wncc.edu

City of Scottsbluff, Nebraska

Monday, May 18, 2020

Regular Meeting

Item Reports4

Council to discuss and consider action regarding maintenance charges for year 2020 at Landers Soccer Field, Volunteer & Cleveland Fields, and 23 Club because of the COVID-19 Pandemic.

Staff Contact: Rick Kuckkahn, Interim City Manager

Landers Soccer Complex.

- **City** maintains the turf, mows, weed control, irrigation, fertilization, roads, Parking lots, buildings, playgrounds, chain

link fence and trees.

- User groups at Landers- (Ayso, Wncc, High school) . mark out fields, and move goals around.

We do not have cost figures for Landers.

Cleveland Baseball Field I gave you a rough estimate on cost for this site I think in March. The City only maintains the Baseball facility.

- **City**- mows, fertilizes, sprays weeds, irrigation repair, work on the infield, building maintenance, and repair lights.
- The **college** will sometimes mow. The college preps for their own games. They also buy field conditioner to be used on both fields.

The difference between the baseball and softball field is WNCC **DOES NOT** have exclusive use of the **baseball** field.

The **Legion baseball group** uses the Cleveland Baseball facility and they don't pay the city anything. They try to help with some maintenance issues like painting the fence, pulling weeds, painting the bleachers. Legion has also purchased some sod in the past. Legion preps the fields for their games. The purchase clay for the home plate and pitcher's mound.

Cleveland Volunteer field (Softball) The College has exclusive use of this facility so they provide all the maintenance. People have to contact the college to get permission to use this field.

The City winterizes the irrigation system because it is tied into the baseball field system

2-25-2020

Cleveland Field Costs.

The City provides. Playing Turf Field, Dugouts, Stadium= (Crow's Nest, Umpire and Locker rooms, Restroom Facility, Ticket Booth, Place for Concessions, Storage area) Drinking fountain, Score Board, a Utility Vehicle to prep fields and Garage for storage, Electricity for ball field lights and related structures, Water for irrigation of both the softball and baseball fields and the stadium facility. The City winterizes and de-winterizes the stadium and irrigation systems. The city mows the fields twice a week during the season, applies infield conditioner when needed, applies chemicals and fertilizer and aerates and over seeds worn spots.

Mowing	\$1,250	Labor 50hrs/ season
Infield material	\$4,008	Labor unknown
Fertilizer	\$293.57	Labor unknown
Irrigation ... (Cost for Repairs)	\$90.70	Labor Unknown
Chemical (Herbicide).....	\$336.25	Labor Unknown
Aeration	\$150.00	Labor 3 hours
Water Use	\$	Unknown
Electricity	\$	Unknown
Pay to contract for light repairs	\$	Varies year to year.
Building Supplies	\$_____	Unknown
Estimated Total	\$6,128.52	

- **Mowing-** The city mows a minimum of 2 times a week. We start mowing in April and finish usually in September. The length of season depends on growing conditions. We mow an extra time if there is an event on the weekend. (tournament)
When the college is using the facility they mow when they have time. They like the infield mowed shorter. This is why they mow. Seasonal **City cost \$1,250.00**
This does not include fuel.
- **Infield Conditioner cost \$4,008 per load.** Sometimes we purchase, sometimes the college purchases. Last year we hauled clay to build up the infield; so to my knowledge no infield conditioner was purchased. This is the cost of product only. **City Cost \$4,008.00**
- **Fertilizer** – we fertilize the baseball field only in the fall. Fertilizer is applied at 1.5lbs of N. per 1000sq.ft. Fertilizer costs \$391.42/ton we use .75 of a ton. **City Cost \$293.57**
- **Irrigation Work** – Winterization, De-winterizing both softball and baseball fields. We check the booster pump and irrigation controller at least 2 times a week after the system is turned on and check the baseball irrigation system once every 2 weeks during the summer season. We don't do any work on the softball irrigation system after it is turned on or off for the season. Irrigation cost to replace and repair last season was \$90.70 for supplies.
- **Chemical costs.** Broadleaf control and bare ground control. Speedzone 2.5 gallons .. **\$170.00**
Corner stone Plus (Roundup) 1 gallon apply thru out the growing season. **\$18.15.**
Sahara, (Sterilant) use 1 10lb bag.....**\$148.10**
\$336.25
- **Water use** – We currently don't charge for the use of water for the restrooms or irrigation. **Cost unknown.**
- **Electrical-** we currently don't charge for use of electricity. The city does contract every season to repair lights on the baseball field. This cost varies.
- **Aeration-** we go 2 directions in the fall and if time allows go one direction in the spring. We also have to locate irrigation boxes and heads before we can aerate. Labor 3 hours **City Cost \$150.**

This does not include

- Wear and tear of equipment,
- Fuel for equipment,
- Labor hours for checking or working on irrigation issues
- Labor hours to make repairs to facilities. (RR Leaks, Broken Windows or Door locks)
- Costs to haul clay.
- Electrical costs
- Water use.

- Does not include cost of supplies, (paint or boards for bleachers or fence)

WNCC currently pays \$1,500 to use the baseball facility. This is what they have already paid to use the facility 2019-2020 season. The college drags and preps the field for their games. They use the city equipment to do this. They also mow when they have time. Some improvements they have made is new concrete, backstop netting, crow's nest remodel , and new dugouts. They along with the Legion purchased sod and clay for the pitcher's mound. They purchase their own field marking material, and pick up trash. The College currently pay \$1,500 for Volunteer Field, (**softball field**), This contract started in August 1st. 2008 and is good for 20 years. 8 yrs left on this contract.

Legion Baseball- pays nothing. They paint and replace boards on the fence and pull weeds, pick-up trash, share in the cost of sod. A few years back they did pay for a urinal that was broken. They prep the fields when they play which includes dragging the fields and filling in holes, and they also buy the entire field marking material and clay for the pitcher's mound. They also have put in flower planters and a statue.

Rick Deeds

Park Supervisor

AGREEMENT

Dr. Allan C. Landers Memorial Park

THIS AGREEMENT is entered into by and among the City of Scottsbluff, a Municipal Corporation (hereinafter referred to as "CITY"), and Western Nebraska Community College (hereinafter referred to as "WNCC"), Scottsbluff Public School District No. 32 (hereinafter referred to as "SCOTTSBLUFF SCHOOL"), American Youth Soccer Organization Region 875 and its Club Team called the RECCOS (hereinafter referred to as "AYSO" and "RECCOS" either jointly or individually) and all three collectively may be referred to as "user" or "users". This Agreement will govern the non-exclusive use of Dr. Allan C. Landers Memorial Park (hereinafter referred to as "park") for 2018, 2019, 2020, 2021, and 2022.

WHEREAS, the CITY is the owner of the Dr. Allan C. Landers Memorial Park located at East 42nd Street and Fifth Avenue, Scottsbluff, Nebraska, which property contains a fenced competition soccer field and various other soccer fields (hereinafter referred to as practice fields or non-fenced competition areas), and

WHEREAS, all parties herein are desirous to establish a procedure for the use of the park to best serve the interest of all parties.

NOW, THEREFORE, IT IS AGREED BY AND BETWEEN THE PARTIES AS FOLLOWS:

- 1. CITY will provide at its sole cost and expense, the following:**
 - a. Normal field and park maintenance.**
 - b. Trash receptacles capable of handling litter associated with the normal use of the field.**
 - c. Onsite storage, if available, for equipment. CITY is not responsible for theft of such equipment.**
 - d. Six portable toilets. User may contract at their sole cost and expense any additional toilets.**

WNCC

- 2. WNCC shall do and provide the following for its games and practices:**
 - a. All field preparation including lining.**
 - b. Provide extra bleachers if needed.**
 - c. Rotate bleachers periodically to protect turf.**
 - d. Portable benches and bench covers on the competition field will be removed after each use. These covers are not to be left on the field after games are over. If there are**

violations of this policy, WNCC understands, these covers will be removed from the park. Any repairs to these covers will be at the expense of the user.

- e. Place litter in provided receptacles within 24 hours following each game(s) or practice(s).
 - f. Provide names and telephone numbers of coaches and maintenance personnel in charge of preparing fields.
 - g. Provide umpire, score keepers, and other staff necessary to conduct a game.
 - g. Provide one set of goals which will be made available not only for WNCC's use on the competition field, but for the use of other parties to this Agreement.
3. WNCC soccer season is the fall semester. WNCC shall have during the fall semester a non-exclusive priority use of the competition field. WNCC will furnish to the CITY no less than ninety (90) days prior to its first practice a schedule of games and a list of dates when WNCC will require the use of the competition field. During the fall semester, WNCC shall also have the non-exclusive priority use of practice fields per schedule to be developed by the CITY's Park and Recreation Department.
4. WNCC shall not use the fenced competition field for practice sessions. All other above named users shall adjust their practices so that WNCC may exercise its non-exclusive priority use of the practice fields.
5. WNCC shall pay to CITY the sum of \$4,500.00 per year payable on August 1, 2018, for use of the park from August 1, 2018 to the end of the spring semester, and a like amount of \$4,500.00 per year on the first day of August each year thereafter during the term of this Agreement.
6. WNCC will reimburse CITY for any damages to CITY property or equipment which occurs during WNCC's activities.

SCOTTSLUFF PUBLIC SCHOOLS

7. SCOTTSLUFF SCHOOLS utilizes soccer as a spring sport. SCOTTSLUFF SCHOOLS will coordinate its schedule and provide CITY's Park and Recreation Department prior to March 1 of each year a schedule for the use of the competition field. During the spring semester, SCOTTSLUFF SCHOOLS shall have a non-exclusive priority use to the competition fields pursuant to said schedule, and a non-exclusive priority use to the practice fields. It is anticipated that SCOTTSLUFF SCHOOLS will use the competition field in such a manner as to have two (2) fenced competition fields for scheduled home games.

8. **SCOTTSLUFF SCHOOLS shall not use the fenced competition field for practice sessions. SCOTTSLUFF SCHOOLS will furnish to the CITY no less than ninety (90) days prior to its first practice a schedule of games and a list of dates when SCOTTSLUFF SCHOOLS will require the use of the competition field. During the spring semester, SCOTTSLUFF SCHOOLS shall also have a non-exclusive priority use to the practice fields per schedule to be developed by the CITY's Parks and Recreation Department.**
9. **All other users named above shall adjust their practices so that SCOTTSLUFF SCHOOLS may exercise its non-exclusive priority use of the practice fields.**
10. **SCOTTSLUFF SCHOOLS shall do and provide the following for its games:**
- a. **All field preparation including lining for their scheduled games.**
 - b. **Provide extra bleachers if needed.**
 - c. **Rotate bleachers periodically to protect turf.**
 - d. **Portable benches and bench covers on the competition field will be removed after each use. These covers are not to be left on the field after games are over. If there are violations of this policy, SCOTTSLUFF SCHOOLS understands, these covers will be removed from the park. Any repairs to these covers caused by any action of SCOTTSLUFF SCHOOLS will be at the expense of SCOTTSLUFF SCHOOLS.**
 - e. **Place litter in provided receptacles within 24 hours following each game(s) or practice(s).**
 - f. **Provide names and telephone numbers of coaches and maintenance personnel in charge of preparing fields.**
 - g. **Provide umpire, score keepers, and other staff necessary to conduct a game.**
11. **SCOTTSLUFF SCHOOLS shall pay to CITY the sum of \$4,500.00 per year payable on August 1, 2018, for use of the park from August 1, 2018 to the end of the spring semester, and a like amount of \$4,500.00 per year on the first day of August each year thereafter during the term of this Agreement.**

AMERICAN YOUTH SOCCER ASSOCIATION REGION 875 (AYSO) and Club team the RECCOS (RECCOS)

12. **It is understood that AYSO requires six (6) non-fenced competition fields during their spring, summer and fall sessions. AYSO shall before the start of each season provide to the CITY's Parks and Recreation Department a schedule of all games so that CITY can coordinate the use of the non-competition fields to accommodate AYSO participants. Every effort will be made by SCOTTSLUFF SCHOOLS and WNCC to conclude the use of the non-fenced competition areas (practice fields) by 6:00 p.m. to accommodate AYSO participants in practice time.**

13. AYSO will have a non-exclusive priority to use non-fenced competition fields for games on Saturdays only.

14. AYSO agrees the portable benches and bench covers on the competition field will be removed after each use. These covers are not to be left on the field after games are over. If there are violations of this policy, AYSO/RECCOS understand, these covers will be removed from the park.

15. RECCOS shall be given a non-exclusive right to use both the fenced competition field and non-fenced fields during the summer months. RECCOS shall have a non-exclusive priority to use the fenced competition field for tournaments. RECCOS shall provide to the CITY's Parks and Recreations Department a schedule of dates for said tournaments.

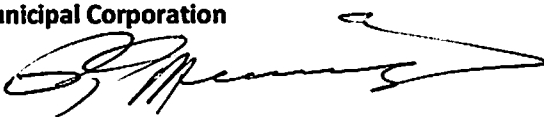
16. RECCOS shall have a non-exclusive right to use the practice fields throughout the fall and spring school semester subordinate to the rights of WNCC and SCOTTSBLUFF SCHOOLS.

17. AYSO/RECCOS shall pay to the CITY the sum of \$4,500.00 per year payable on August 1, 2018 for use of the park from August 1, 2018 to the end of July 2019 and a like amount of \$4,500.00 per year on the first day of August each year thereafter during the term of this Agreement.

CITY OF SCOTTSBLUFF, NEBRASKA

A Municipal Corporation

BY:




TITLE: Mayor

DATE: 4/16/18

WESTERN NEBRASKA COMMUNITY COLLEGE

BY:

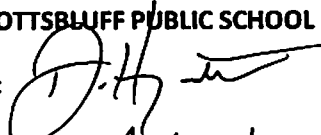


TITLE: V. P. Administrative Services

DATE: 10-10-17

SCOTTSBLUFF PUBLIC SCHOOL DISTRICT NO. 32

BY:



TITLE:

Activities Director

DATE:

4/13/18

AMERICAN YOUTH SOCCER ASSOCIATION REGION 875 (AYSO) AND ITS CLUB TEAM THE ~~RECCOS~~
(RECCOS)

WNFC
Western Nebraska
Football Club

BY: Ruth Johnson
TITLE: Regional Commissioner
DATE: 4-2-18

14.7

**CONTRACT
(Volunteer Field)**

THIS CONTRACT is entered into by and between the City of Scottsbluff, Nebraska, a municipal corporation (hereinafter referred to as "CITY"); and Western Community College Area, a political subdivision of the State of Nebraska, which owns and operates Western Nebraska Community College, (hereinafter referred to as "WNCC").

WHEREAS, the CITY is the owner of certain real estate situated in the Southwest Quarter of the Northeast Quarter of Section 22, Township 22 North, Range 55 West of the 6th P.M., Scotts Bluff County, Nebraska, which real estate is situated north of existing "Cleveland Field" and which real estate consists of improvements, herein referred to as "Volunteer Field" and parking area adjacent to and west of improvement of Volunteer Field, and

WHEREAS the CITY, WNCC and volunteers have developed the Volunteer Field which is used as a softball field for athletic events held by WNCC, and

WHEREAS, WNCC is interested in leasing Volunteer Field and obtaining the non-exclusive right to use parking lot to the west of Volunteer Field, along with right of ingress and egress from 20th Street, using existing road which lies to the west of Cleveland grandstands and north of Cleveland Field, hereinafter referred to as "leased area".

NOW, THEREFORE, IT IS AGREED BY AND BETWEEN THE PARTIES AS FOLLOWS:

1. Commencing on August 1, 2008, and continuing for a period of twenty (20) years, CITY does hereby lease to WNCC, and WNCC does hereby lease from CITY the improvements known as Volunteer Field located north of existing Cleveland Field as described above with the right to use existing parking area located to the west of Volunteer Field, along with the right of ingress and egress from 20th Street on existing roadway located to the west and to the north of existing Cleveland Field to be referred to as "leased area". A copy of map showing the approximate location of "leased area" is attached hereto, marked "EXHIBIT A" and by this reference made a part of this agreement.
2. In consideration for the use of said leased area, WNCC shall pay to CITY the sum of \$1,500.00 on August 1, 2008, and a like amount of \$1,500.00 on August 1st of each year thereafter. CITY shall invoice WNCC on a yearly basis for said rental payment, which payment shall be the rental payment for the period of August 1st through July 31st. The payment received on August 1, 2008, shall be the rental fee for the period August 1, 2008 through July 31, 2009, etc. This lease shall be for a period of twenty (20) years commencing on August 1, 2008.
3. **Renewal.** This agreement shall automatically renew for an additional twenty (20) year period under the same terms and conditions, unless terminated by WNCC.
4. **Use of Leased Premises.** WNCC agrees with CITY that it shall use the leased area solely for the purpose of conducting softball events and practices for softball events

on said property. WNCC shall, at its sole expense, maintain the Volunteer Field and improvements and will keep said leased area in a generally neat and clean condition. WNCC will maintain in good repair the improvements on said leased area. CITY shall maintain parking lot and roadway.

5. Utilities. CITY agrees that it shall deliver to the leased area and maintain existing water services. CITY may install a meter on said water services and may bill WNCC for water usage at Volunteer Field.

6. Use by WNCC. WNCC shall have the exclusive right to use Volunteer Field, but will use its best efforts to make said facility available to other groups with prior consent of the CITY, under such terms and conditions as may be necessary to protect and maintain said Volunteer Field. WNCC will use its best efforts to accommodate other groups that may wish to use said Volunteer Field when it is not in use by WNCC.

7. Right to Make Improvements. WNCC may make additional improvements to Volunteer Field subject to prior approval by the City Manager for the City of Scottsbluff.

8. Maintenance of Volunteer Field. WNCC will be responsible for normal field maintenance. WNCC may use the CITY's field grooming equipment for the softball season if convenient to the CITY. All operational expenses incurred in the use of said equipment, including but not limited to fuel and oil, shall be provided by WNCC. WNCC will return the equipment to CITY at the end of its softball season in as good as condition as it was in the beginning of the season, reasonable wear and tear excepted. WNCC shall be responsible for mowing, watering, fertilizing, and general ground care.

9. Admissions and Concession Sales. WNCC may, at its option, sell admissions to its sporting events at Volunteer Field and may sell concessions. WNCC may also advertise said events, including the right to sell advertising space on the improvements of Volunteer Field and fences surrounding Volunteer Field.

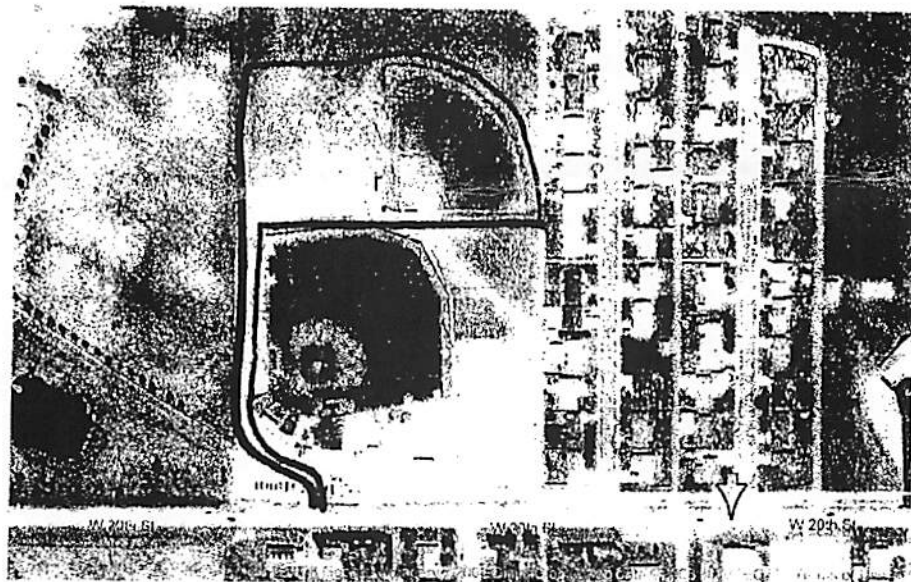
10. Trash Receptacles and Removal of Trash. CITY will provide trash receptacles capable of handling litter associated with the normal use of the field and will provide the removal and dumping of said trash receptacles.

11. Right to Terminate by WNCC. At the present time WNCC is a member of the NJCAA (National Junior College Athletic Association) and conducts a softball program which utilizes Volunteer Field as its home field. If, as a result of Legislative action, WNCC can no longer conduct a softball program or if WNCC elects to discontinue its softball program, WNCC shall have the right to terminate said lease upon providing written notice, delivered or mailed by certified mail to the CITY, so advising the CITY of the termination of this lease, at which time title to all permanent improvements shall immediately transfer to CITY. WNCC shall immediately thereafter vacate the premises and will no longer be responsible for rent payments as hereinafter set forth.

12. Insurance. WNCC shall insure said improvements and will have in place liability insurance concerning said Volunteer Field and leased area.

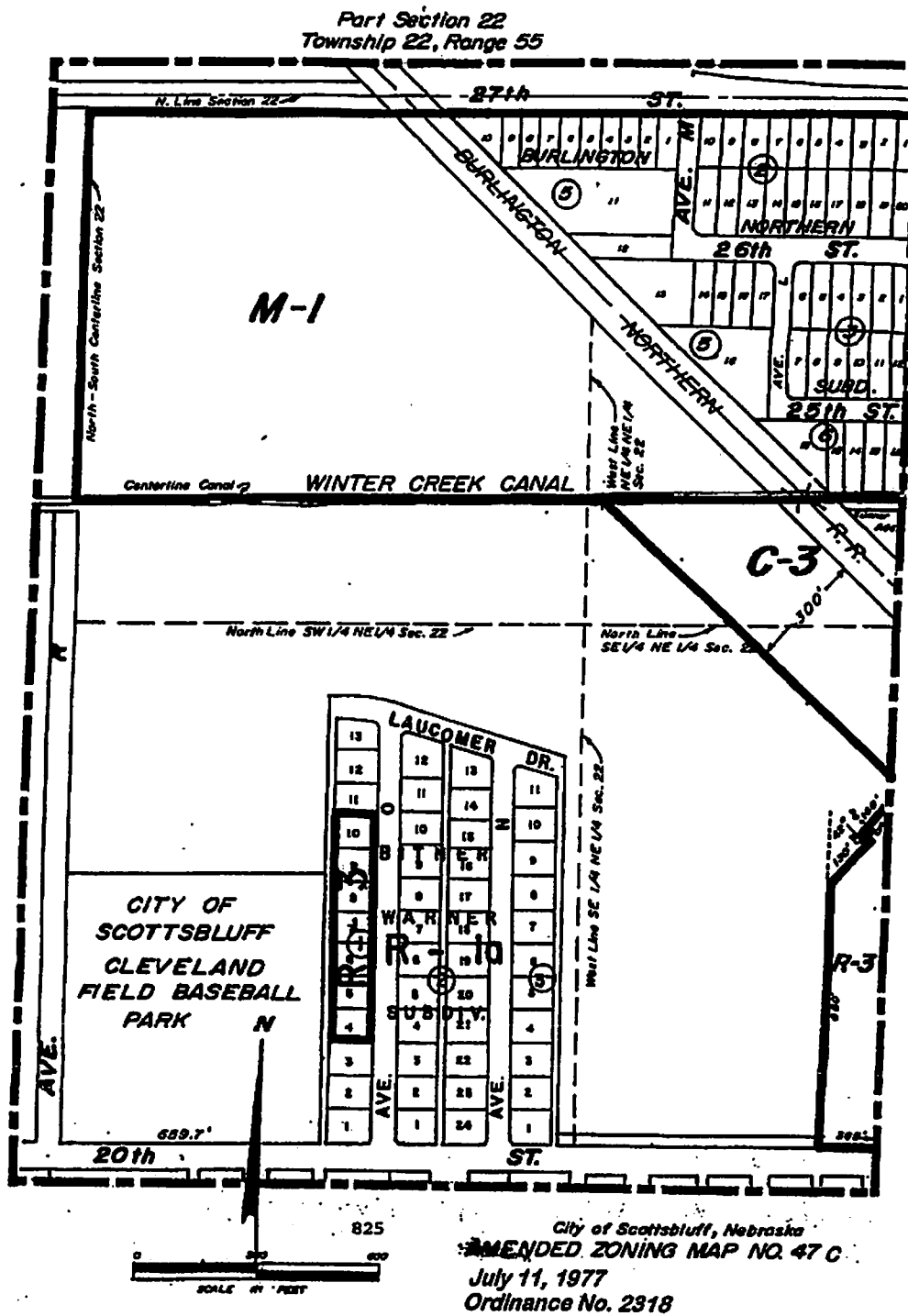
Google

Address 2201 Avenue N
Scottsbluff, NE 69361



Leased Area

Exhibit A



13. Right to Terminate by CITY. If the rent or any part thereof shall be unpaid for thirty (30) days after becoming due, whether formally demanded or not, or any covenant on the part of WNCC shall not be performed after thirty (30) days prior written notification of breach of such covenant, CITY shall have the right to terminate this agreement.

CITY OF SCOTTSBLUFF, NEBRASKA
A Municipal Corporation

Dated: 3/19/09

By: [Signature]
Its Mayor

Attested to:

[Signature]
City Clerk



WESTERN COMMUNITY COLLEGE AREA,
A Political Subdivision of the State of Nebraska,
Which Owns and Operates WESTERN
NEBRASKA COMMUNITY COLLEGE

Dated: April 15, 2009

By: [Signature]
Jane Wisniewski, Chairman of the Board of
Governors

Attested to:

[Signature]
Board Secretary

CONTRACT
(Cleveland Field)

THIS CONTRACT is entered into on February 19, 2020, by and between the City of Scottsbluff, a Municipal Corporation (hereinafter referred to as "CITY"), and Western Community College Area, a Political Subdivision which operates as Western Nebraska Community College (hereinafter referred to as "WNCC").

1. CITY now grants to WNCC a non-exclusive right to use Cleveland Field, 1615 West 20th Street, Scottsbluff, a park owned by the CITY ("facility") for the use of the WNCC baseball program. The grant of the non-exclusive right shall be for a term extending through the 2020, 2021, 2022 and 2023 baseball seasons.
2. WNCC will furnish to the CITY (Parks and Recreation Department) no less than ninety (90) days prior to its first practice each year, a schedule of games and a list of dates when WNCC will require the facility. WNCC scheduled games will have priority over others concerning the use of the facility.
3. CITY will do and provide the following:
 - a. Facility and park maintenance.
 - b. Trash receptacles capable of handling litter associated with the normal use of the facility.
 - c. Onsite storage, if available, for pitching machine, balls, and other equipment belonging to WNCC during WNCC's baseball season only. The CITY shall not be responsible for theft of such items.
 - d. Portable toilets.
 - e. The CITY will allow WNCC to use the CITY's Gator and field marker applicator on site only. WNCC will provide fuel for the Gator as needed.
 - f. Provide a certificate of liability insurance for the use of CITY's property naming WNCC as an additional insured.
 - g. CITY will allow WNCC the exclusive use of one locker room from August 1st through May 30th of each year, extended if WNCC is involved in post-season play. At the end of use of said locker room, a walk through inspection will be performed with an employee of the CITY and an employee of WNCC being present. WNCC will keep the locker room in the same condition as at the commencement of this Contract, reasonable wear and tear excepted.
 - h. CITY shall invoice WNCC on a yearly basis for rent payments as hereinafter set forth.
4. WNCC shall do and provide the following:
 - a. WNCC shall pay the CITY the sum of \$1,500 per year payable on August 1, 2020 for use of the facility from August 1 through May 30 (or longer if extended

by post-season play). The sum payable for use of the facility for following years shall be as follows:

2021 - \$2,000 per year

2022 - \$2,500 per year

2023 - \$3,000 per year

Each payment shall be due and made on the first day of August each year during the term of this Contract.

- b. All field preparation including lining.
 - c. Provide diamond pro, as needed, for use of the facility by WNCC.
 - d. Provide names and telephone numbers of coaches and maintenance personnel in charge of preparing the facility.
 - e. Provide umpire, scorekeepers, and other staff necessary to conduct a game.
 - f. Provide any desired temporary outfield fencing. Any temporary outfield fencing will be removed by WNCC prior to the end of its season.
 - g. Place litter in receptacles within twenty-four hours following games and practices.
 - h. Provide extra bleachers, if needed. Any extra bleachers will be removed by WNCC prior to the end of its season.
 - i. WNCC will during and after their season, clean the restrooms, press box, dugouts, bleachers, storage building, locker rooms, coaches' office, concession stands, ticket office, and playing surface.
 - j. Provide insurance coverage for liability insurance and peril coverage for its improvements.
5. WNCC will reimburse the CITY for any damages to CITY property or equipment which occurs during WNCC activities.
6. If the rent or any part thereof shall be unpaid for thirty (30) days after becoming due, whether formally demanded or not, or any covenant on the part of WNCC shall not be performed after thirty (30) days prior written notification of breach of covenant, CITY shall have the right to terminate this Contract upon written notice delivered to WNCC.
7. If, as a result of Legislative action, WNCC can no longer conduct a baseball program, or if WNCC elects to discontinue its baseball program, WNCC shall have the right to terminate this Contract upon providing written notice delivered to the City advising of the termination, at which time title to all permanent improvements shall immediately transfer to the City. WNCC shall immediately thereafter vacate Cleveland Field and will no longer be responsible for any further rent payments.

[SIGNATURE PAGE WILL FOLLOW]

CITY OF SCOTTSBLUFF, NEBRASKA
A Municipal Corporation

Dated: 3/2/2020

By: Raymond Conzales
Mayor

Attested to:

Kimberley Wright
City Clerk



Dated: 2-19-2020

Attested to:

Susan L. Kerbeck
Board Secretary

WESTERN COMMUNITY COLLEGE AREA,
A Political Subdivision of the State of Nebraska,
Which Owns and Operates WESTERN NEBRASKA
COMMUNITY COLLEGE

By: William D. Knapper
William Knapper
Vice-President of Administrative Services

AGREEMENT

This Agreement is entered into between the City of Scottsbluff, Nebraska a Municipal Corporation, hereinafter referred to as "City" and the 23 Club, Inc., a nonprofit corporation, hereinafter referred to as the "23 Club."

The parties agree that the City will maintain four baseball fields at the 23 Club baseball complex in Scottsbluff, and agrees to clean the restrooms at the complex, approximately 35 times throughout the course of the baseball season, under the following terms and conditions:

1. The term of this Agreement shall be a period of ten (10) years commencing April 1, 2020 and ending March 30, 2030. Provided, if the 23 Club shall fail for a period of ten (10) days or more to perform any of the covenants contained in this Agreement, the City, at its election, may terminate this Agreement by written notice delivered or mailed to 23 Club at its last known address.
2. In consideration for the Agreement, the 23 Club agrees to pay \$3,000.00 per year to the City prior to the City providing the services listed below. This payment shall be made on or before June 1 of each year.
3. In consideration for the payment described, City agrees that for approximately 35 times throughout the course of the baseball season it shall do field, restroom maintenance and preparation of the fields which include but not be limited to the following responsibilities:
 - a. Marking the batters' box and foul lines to the outfield fence for scheduled games, except the City will not provide markings of any lines on the Pacific League field.
 - b. Filling, packing, raking and dragging the infields prior to chalking to ensure that all low spots are filled in around the batters' box, pitcher's mound, areas surrounding the bases and any other areas that do not represent a level playing surface, provided that the City shall only be required to fill in low spots on the Pacific League field.
 - c. Maintaining proper moisture levels as to minimize the dust and erosion of the playing surface and expediting the packing of the soil as desired.
 - d. Securing bases in a level position.
 - e. The City shall make a reasonable attempt to prepare the baseball fields during wet and raining conditions. The decision on whether or not to play baseball on the fields will be made by the City and shall take place on the day of the scheduled game, but only after consultation with the 23 Club President or its designee.

f. The City will begin preparing the fields at approximately 7:00 a.m. on the day of scheduled games. The City will not be responsible for poor field conditions caused by others after the completion of the City's preparation of the fields for that day.

g. The City agrees to provide the materials for the operation and maintenance of the ball fields and restrooms.

h. Keeping the restrooms clean, neat and orderly.

i. Cleaning restrooms on the day that field maintenance is provided.

4. The 23 Club agrees to do the following:

a. All trash pickup shall be the responsibility of the 23 Club, with the exception of the large metal dumpsters which will be dumped by the City Environmental Services Department.

b. Once the City has completed its preparation the 23 Club shall be responsible for any additional maintenance and upkeep following the start of the initial game scheduled for that day.

c. The 23 Club agrees not to undertake any modifications of the fields without first consulting the City's Parks and Recreation Department.

Dated this ____ day of _____, 2019.

CITY OF SCOTTSBLUFF, NEBRASKA,
A Municipal Corporation

By _____
Mayor

ATTEST:

23 CLUB, INC., A Non-Profit Corporation

City Clerk

By _____
President

City of Scottsbluff, Nebraska

Monday, May 18, 2020

Regular Meeting

Item Reports5

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

Staff Contact: Rick Kuckahn, Interim City Manager

City of Scottsbluff COVID-19 Plan to Resume City Services

I. Purpose:

This plan is meant to furnish city officials and department heads with a logical guideline to bring city employees back to work with their safety and the citizen's safety as their highest priority.

II. Policy:

With the guidance from the following; Governor's Directed Health Measure (DHM), Panhandle Public Health District (PPHD), and League Association of Risk Managers (LARM) the city of Scottsbluff will plan to return employees to work and begin to restore all city services to the community. This four phase proposal is only a recommendation, it would be impossible to anticipate every circumstance that may be encountered. Department heads in conjunction with the City Manager, will have general discretion to return to typical operations, while limiting employee and community member exposure to COVID-19.

III. Procedure:

As personal protective equipment (PPD) has recently become available and personal safety protocols have been established, it is becoming possible for city workers to return to work in a well thought out safe manner. Department heads will create scheduling strategies that will encourage social distancing limiting employee's exposure to each other, and tactics that will limit unnecessary contact with community members. Employees will not congregate together in break rooms, offices or common areas. Employees will be expected to sanitize their work spaces, restrooms, kitchens, vehicles, and shared equipment such as copy machines, phones in common areas etc. Department heads will limit one person to a vehicle whenever possible. PPE, including gloves, masks, and hand sanitizer will be readily available to all employees.

A. Phase 1 – current operations

1. City offices will remain closed to the public in general. City services will be conducted on-line, through the mail or by appointment. While the risk to city workers can be minimized through plastic or glass barriers between themselves and the public, the small entryways that the community members will occupy create a risk of exposure to each other. It would be difficult to enforcement or limit occupancy consistently.
2. Staffing rotations remain in effect.
3. Social distancing strictly enforced.
4. Encourage virtual interactions, for example, meetings and trainings.
5. Gathering restrictions enforced.

6. Playground equipment in city parks remains off limits, public restrooms remain closed.
 7. City Council Meetings resume in-person.
 8. Unnecessary out of town work related travel prohibited.
 9. Out of area travel is discouraged; may be subject to a 14 – day quarantine.
 10. Westmoor Pool is closed for the summer.
 11. Other summer recreational activities will be decided considering the DHM and the city's ability to provide the necessary services.
- B. Phase 2 – June 1st, 2020, contingent upon COVID-19 Pandemic developments, the DHM and expert advice.
1. Department heads will have the option of returning to a regular work week, if necessary, with staggered rotation that limits employee exposure to each other.
 2. City Hall and the Public Safety building can open for a half day or remain closed, dependent on public necessity and the perceived risks.
 3. Social Distancing strictly enforcement.
 4. Gathering restrictions enforced.
 5. Encourage virtual interactions, conducting business on-line, through the mail or by phone.
 6. Outdoor restrooms at the parks can open in conjunction with the youth baseball and softball league per DHM. Proper PPE must be worn by city employees providing maintenance.
 7. Playground equipment remains off limits.
 8. Out of town work related travel will be decided on a case by case basis, dependent upon the need and the potential risks.
 9. Out of area travel is discouraged; may be subject to a 14 – day quarantine, PPHD guidance will be followed.
- C. Phase 3 – June 15th or July 1st, 2020, contingent upon COVID-19 Pandemic developments, the DHM and expert advice.
1. Department heads will continue to implement scheduling strategies that limit employee exposure to each other.
 2. City Hall and the Public Safety Building will open for public access but can limit this to 4 hours a day initially.
 3. Social distancing enforced.
 4. Gathering restrictions will be enforced.
 5. Encourage virtual interactions; conducting business on-line, through the mail or by phone.

6. Outdoor restrooms at the parks can open in conjunction with the youth baseball and softball league. Proper PPE must be worn by city employees providing maintenance.
 7. Playground equipment remains off limits, unless public health officials determine safe to open.
 8. Out of town work related travel will be decided on a case by case basis, dependent upon the need and the potential risks.
 9. City response to employee out of town travel is dependent upon PPHD, the conditions and the associated risks.
- D. Phase 4 - July 1st or July 13th, 2020, contingent upon COVID-19 Pandemic developments, the DHM and expert advice.
1. Department heads continue to schedule employees with limiting exposures in mind.
 2. City Hall and Public Safety Buildings are open to public access.
 3. Social distancing is enforced if applicable, encourage at a minimum.
 4. Gatherings are dependent upon the DHM.
 5. City business that can be accomplished through e-mails, postal services, or phone calls is encouraged.
 6. Outdoor restrooms are open.
 7. Playground equipment is open.
 8. Out of town work related travel is allowed.
 9. Employee out of town travel is allowed.

IV. Reasoning:

This plan has been developed to provide guidance for department heads to keep employees and citizens safe while returning them to work. It would be impossible to anticipate or predict what safety measures may or may not become necessary. The dates on this plan are speculations that are subject to change dependent upon the COVID-19 Pandemic. All employees will be expected to comply with all recommended personal safety protocols.

City of Scottsbluff, Nebraska

Monday, May 18, 2020

Regular Meeting

Item Reports6

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

Staff Contact: Rick Kuckkahn, Interim City Manager

City of Scottsbluff, Nebraska

Monday, May 18, 2020

Regular Meeting

Item Reports⁷

Council discussion, action and instruction to staff to extend the life of the Gering landfill.

Staff Contact: Rick Kuckkahn, Interim City Manager

Attached is a document regarding the averaged/estimated costs and options for:

- Curbside single-stream recycling
- Drop-off sorted recycling
- Electronic recycling
- All recycling combined

We currently bring our single-stream recycling to the Gering transfer station. Gering bales it, stores it and transports it to Waste Management in Denver, Colorado. Our sorted recycling is dropped-off, sorted, stored and transported to Alpine Waste and Recycling in Denver, Colorado. We pay \$800 to transport each load. We are then paid an amount based on the price of materials that we deliver. Our E-waste is transported to Metech in Denver, Colorado. We pay \$800 to transport each load. We are then charged an amount based on the type and amount of electronic waste that we deliver.

I am currently working with a Western Nebraska Hub and Spoke recycling program that currently provides recycling options to many different small towns in the panhandle. They are working on a proposal to submit to us which will detail a plan to assist us in not only being able to continue our current recycling programs but to potentially add more by providing community education, grant writing, grant funding opportunities, and recycling pilot programs. This option will keep more of the money and materials within the state of Nebraska rather than exchanging money and materials with other states. Our recycling will be picked up in Scottsbluff on a regular schedule which will eliminate transportation costs to Denver. Some of the changes with going this route may help us reduce labor hours to sort recycling. This partnership is about working together with panhandle communities to reduce the cost of recycling, increase the usefulness and potential for profit of the materials in our area and gain leverage by combining recycled materials from multiple communities. This option can start happening as soon as the details can be worked out.

I have been in contact with Waste Connections and they said they are willing to negotiate a recycling option with us. This would look similar to what we do with Gering. We would pick up recycling one day per week, then transport it and drop it off at a transfer station. We would negotiate a tipping fee per ton for recycling.

There is potential to work with Waste Management in Denver which is where our current single-stream recycling goes after we drop it off at the Gering transfer station. I am not sure how interested they are in this but it is an option that can be explored.

The last time I talked to Gering they were going to resume single-stream recycling starting May 11, 2020. They have a temporary fix for their conveyor belt to be able to process some recycling. I asked if they are able to take ours starting May 11th. They said that they want to see what the capacity of their temporary solution is and they will let us know if they will be able to start taking our single-stream. We may be able to start taking our single-stream there starting May 18th if they can handle our recycling. I was told that the part(s) to fix the conveyor belt may not be here until Mid-June so it will be at least a couple of months before they have it fixed. I will make a phone call this week to check in and get an update on the situation.

SINGLE STREAM RECYCLING COSTS & OPTIONS

SINGLE STREAM RECYCLING COSTS	Daily	Weekly	Monthly	Yearly
Tonnage	1	5	20	230
Hours	9	45	175	2,100
Labor	\$ 339	\$ 1,695	\$ 6,781	\$ 81,375
Fuel	\$ 30	\$ 146	\$ 583	\$ 7,000
Maintenance	\$ 31	\$ 156	\$ 625	\$ 7,500
Tipping Fee	\$ 24	\$ 120	\$ 485	\$ 5,850
TOTAL	\$ 424	\$ 2,117	\$ 8,475	\$ 101,725

Single Stream Price per ton:	\$ 442
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SINGLE STREAM OPTIONS:

Current: Gering Transfer Station
Labor hours to collect, tipping fee of \$24.65 per ton, fuel and maintenance on trucks
Option 2: Western Nebraska Hub and Spoke partnership
Labor hours to collect, negotiate tipping fee, fuel and maintenance on trucks
Option 3: Waste Management in Denver
Labor, negotiate tipping fee, fuel, maintenance on trucks and transportation
Option 4: Waste Connections
Labor hours to collect, negotiate tipping fee, fuel and maintenance on trucks
Option 5: Discontinue program

SORTED RECYCLING COSTS & OPTIONS

SORTED RECYCLING COSTS	Daily	Weekly	Monthly	Yearly
Tonnage	2	11	43	520
Loads	0	1	2	25
Hours	17	85	335	4,050
Labor	\$ 654	\$ 3,270	\$ 13,078	\$ 156,938
Transportation	\$ 54	\$ 270	\$ 1,085	\$ 13,000
TOTAL	\$ 708	\$ 3,540	\$ 14,163	\$ 169,938

Sorted Recycling Price per ton:	\$ 327
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SORTED RECYCLING OPTIONS:

Current: Alpine Waste & Recycling in Denver
Sorting labor hours, transportation and income from materials
Option 2: Western Nebraska Hub and Spoke partnership
Sorting labor hours, income form materials
Option 3: Waste Management in Denver
Sorting labour hours, transportation and income from materials
Option 5: Discontinue program

ELECTRONIC WASTE COSTS & OPTIONS

ELECTRONIC WASTE COSTS	Daily		Weekly		Monthly		Yearly	
Tonnage		0.1		0.5		2.5		31
Tipping fee	\$	104	\$	520	\$	2,080	\$	25,000
Transportation	\$	6	\$	32	\$	130	\$	1,600
TOTAL	\$	110	\$	552	\$	2,210	\$	26,600

Electronic Waste Price per ton:	\$ 858
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ELECTRONIC WASTE OPTIONS:

Current: Metech in Denver
Tipping fee based on materials and transportation
Option 2: Western Nebraska Hub & Spoke partnership
Negotiate pick-up fee
Option 3: Discontinue program

ALL RECYCLING COSTS & OPTIONS

ALL RECYCLING	Daily	Weekly	Monthly	Yearly
Tonnage	3	17	66	781
Hours	26	130	510	6,150
Labor	\$ 993	\$ 4,965	\$ 19,859	\$ 238,313
Fuel	\$ 30	\$ 146	\$ 583	\$ 7,000
Maintenance	\$ 31	\$ 156	\$ 625	\$ 7,500
Tipping Fee	\$ 128	\$ 640	\$ 2,565	\$ 30,850
Transportation	\$ 60	\$ 302	\$ 1,215	\$ 14,600
TOTAL	\$ 1,242	\$ 6,209	\$ 24,848	\$ 298,263

All Recycling Price per ton:	\$ 382
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ALL RECYCLING OPTIONS:

Current: Each type collected and transported to different places in Denver Single Stream: Dropped off at Gering transfer station and transported to Denver Sorted: Collected, sorted, stored and transported to Alpine in Denver E-waste: Collected, stored and transported to Metech in Denver
Option 2: Weekly pickup, panhandle partnerships, no transportation, money stays in NE Single Stream: Western Nebraska Spoke & Hub, sent to Kimball Sorted: Western Nebraska Spoke & Hub, sent to Kimball, Ogallala, Omaha E-waste: Western Nebraska Spoke & Hub, sent to Kimball
Option 3: Single Stream to Waste Connections, sorted and e-waste remain the same Single Stream: Dropped off at Waste Connections transfer station Sorted: Collected, sorted, stored and transported to Alpine in Denver E-waste: Collected, stored and transported to Metech in Denver
Option 4: Single Stream to Waste Connections, sorted and e-waste to Hub & Spoke Single Stream: Dropped off at Waste Connections transfer station Sorted: Western Nebraska Spoke & Hub, sent to Kimball, Ogallala, Omaha E-waste: Western Nebraska Spoke & Hub, sent to Kimball
Option 5: Negotiate recycling with Waste Management in Denver, E-waste to Metech Single Stream: Collected and dropped off at WM in Denver Sorted: Collected and dropped off at WM in Denver E-waste: Collected, stored and transported to Metech in Denver
Option 6: Any combination of the above including the discontinuance of any or all recycling

RFP PROPOSAL SUMMARY

	WASTE CONNECTION	TDS
Tipping Fee	\$43 per ton	\$39 per ton
Transportation	Included in tipping fee Expanded trans sta. desirable	Negotiated as part of transfer station, cost \$1M est. using city land as part of shared expense
Starting Date	October 1, 2020	8 months to completion of transfer station
Term of Contract	Long term (20 yrs) if trans sta. is included as part of deal, WC would build it	24 month notification
Recycling	May provide with cost sharing and market dependent	Not included
Roll-off Service	Very desirable	Very desirable

SECOND AMENDMENT TO AGREEMENT FOR SERVICE AND CONSTRUCTION OF NEW LANDFILL

This Second Amendment to the Agreement for Service and Construction of New Landfill ("Amendment") is made on _____, 2020 by and between the City of Scottsbluff, Nebraska ("Scottsbluff") and the City of Gering, Nebraska ("Gering").

Scottsbluff and Gering are parties to an Agreement for Service and Construction of New Landfill dated July 2, 2007 ("Agreement") as well as an Addendum considered effective July 7, 2008 ("Addendum") wherein Scottsbluff and Gering agreed that Gering would dispose of Scottsbluff's solid waste and also provide for roll-offs and compactors within Scottsbluff.

Paragraphs 2. and 10. state the duration and term of the Agreement will continue until Cells, 4, 5, 6, 7 and 8 remain unfilled. Paragraph 14. sets forth an old address for Scottsbluff City Hall which has since been relocated.

The need for a Second Addendum to the Agreement is requested by Scottsbluff to extend the term of the Agreement for a definite period of time to ensure Gering will continue to accept Scottsbluff's municipal solid waste even if the identified Cells in the Agreement are filled or an alternative provided by GERING is used to accept the municipal solid waste.

Scottsbluff and Gering now amend the Agreement as follows:

1. Paragraph 2. of the Agreement shall be amended to read as follows:

Operation of Landfill and Term. GERING agrees to accept approved municipal solid waste from SCOTTSBLUFF for disposal for a period of ten (10) years from the date of this Agreement or until the operation of a newly constructed joint landfill between SCOTTSBLUFF and GERING is open and operational, which ever should occur first, which shall be considered the term of this Agreement

2. Paragraph 10. of the Agreement shall be amended to read as follows:

Reserve Account for New Landfill Site. SCOTTSBLUFF and GERING agree that for the term of this agreement, as set forth in amended paragraph 2. in the Second Amendment to the Service and Construction of New Landfill, each community shall contribute \$7.50 per ton into a separate reserve interest-bearing account which shall be non-refundable to each city. Gering agrees to make Scottsbluff's contribution from the \$37.50 fee provided at 3(a). The intent of this agreement is for Gering and SCOTTSBLUFF to partner in a new landfill at a different location, and accumulate and invest money to site and construct the same. If either of the parties of this agreement do not participate in the joint effort to site and build a new landfill, all Reserve Account money through the term of this agreement as set forth in amended

paragraph 2. in the Second Amendment to the Service and Construction of New Landfill will remain in the new landfill Reserve Account, and the non-participating city shall forfeit all money contributed into that Reserve Account. In the event neither City goes forward with the landfill, the funds accumulated from third party cities or third party independent haulers will be GERING's funds. The funds contributed by GERING and SCOTTSBLUFF will be divided by them based on each City's contribution per ton. The purpose of this account will be to locate and construct a new Landfill which shall meet State and Federal requirements for a municipal solid waste facility. These funds shall be audited annually. The operation of the new joint Landfill will be the subject of an Interlocal Cooperation Agreement between GERING, SCOTTSBLUFF or any other community or entity specifically allowed only by the agreement of SCOTTSBLUFF and GERING to participate. In the event GERING chooses to permit third party cities or third party independent haulers to use the existing Landfill, those third party cities / haulers will be charged no less than \$7.50 per ton, all final charges of which will be determined by GERING. Third party Reserve Account fees will be deposited into the new landfill Reserve Account. GERING and SCOTTSBLUFF agree to invest such public funds in this Reserve Account consistent and in accordance with Nebraska law.

If GERING and SCOTTSBLUFF both agree, in writing, to not jointly build a new landfill, both communities shall be entitled to their respective capital contributions based upon fees paid and interest accrued on an agreed final date of distribution.

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

- (a) If to GERING:

City of Gering
1025 P Street; P.O. Box 687
Gering, NE 69341
Fax: (308) 436-6899
Attention: City Administrator

- (b) If to SCOTTSBLUFF:

City of Scottsbluff
2525 Circle Drive
Scottsbluff, NE 69361
Fax: (308) 630-6294
Attention: City Manager

4. All other provisions of the Agreement and Addendum will continue and remain as drafted.

CITY OF SCOTTSBLUFF, NEBRASKA

CITY OF GERING, NEBRASKA

By _____
Raymond Gonzales, Mayor

By _____
Mark A. Kaufman, Mayor

Attest: _____
City Clerk

Attest: _____
City Clerk

Dated: _____, 2020

Dated: _____, 2020

City of Scottsbluff, Nebraska

Monday, May 18, 2020

Regular Meeting

Item Reports8

Council to discuss and consider action on the amended Interim City Manager Agreement between the City of Scottsbluff and Rick Kuckkahn.

Staff Contact: City Council

**AMENDED INTERIM CITY
MANAGER AGREEMENT**

This Amended Interim City Manager Agreement (“Agreement”) dated _____, 2020 is by and between the City of Scottsbluff, Nebraska, a Nebraska municipal corporation (the “City”), and Rick Kuckkahn (“Kuckkahn”).

Recitals:

a. The City is a Nebraska city of the first class under Neb. Rev. Stat. § 16-101, *et. seq.* The City has adopted a City-Manager form of government under Neb. Rev. Stat. § 19-601, *et. seq.*

~~b. The City has received On March 2, 2020 the resignation of its current City appointed Kuckkahn as interim Manager, effective March 2, 2020, and will begin~~ The City has begun the process of soliciting and recruiting applicants for appointment as permanent City Manager for the City. ~~The City anticipates the process of soliciting and recruiting applicants for appointment as permanent City Manager may take several months. However, due to the COVID-19 pandemic, the process is not proceeding as anticipated.~~

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~~e. Kuckkahn has served as the City Manager for the City, as well as another Nebraska city of the first class, and has extensive experience and knowledge regarding the operation and activities of the City and his knowledge can benefit the City.~~

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~~d. The City is in need of a qualified person to perform the duties of the City Manager until a City Manager can be permanently appointed, and Kuckkahn has the experience, knowledge and expertise to perform such duties and is available.~~

~~e. c. The City and Kuckkahn desires to employ Kuckkahn as interim City Manager, and Kuckkahn is willing and able to serve as interim City Manager for the City have reviewed their relationship and have determined continued performance by Kuckkahn is desired.~~

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d. The parties enter into this Agreement according to the terms and conditions below:

Agreement:

1. Term:

~~a.~~ The term of this Agreement shall begin on ~~February~~May 18, 2020 and shall continue until a permanent City Manager is appointed by the City Council or ~~June 1, 2020,~~

~~whichever shall occur first. In addition, this Agreement may be terminated~~ according to the terms and conditions in paragraph 2. of this Agreement.

~~b. If a permanent City Manager is not appointed by June 1, 2020 and Kuckkahn is available and interested to remain employed pursuant to this Agreement at that time, the parties agree to review their relationship at that time to determine if continued performance by Kuckkahn is desired by both parties.~~

2. Termination:

a. Kuckkahn may terminate this Agreement and his employment with the City upon thirty (30) days' written notice to the City. Provided, when a permanent City Manager is appointed by the City Council, Kuckkahn's employment will end at the time of the appointment and no written notice is required.

b. The City may terminate this Agreement and Kuckkahn's employment with the City without cause upon thirty (30) days' written notice to Kuckkahn. Provided, when a permanent City Manager is appointed by the City Council, Kuckkahn's employment will end at the time of the appointment and no written notice is required.

c. The City may terminate this Agreement and Kuckkahn's employment, with cause, immediately upon written notice to Kuckkahn. Cause shall include, but not be limited to:

(i) Any material violation of any of the City's policies, rules, or regulations, whether existing now or later adopted;

(ii) Any violation of this Agreement;

(iii) Incompetency

(iv) Neglect of duty;

(v) Unprofessional conduct;

(vi) Insubordination;

(vii) Any violation of the law, other than minor traffic offenses; or

(viii) Other conduct which interferes with Kuckkahn's continued performance of duties or damages the reputation of the City.

3. Salary and Benefits:

a. Kuckkahn shall receive a salary during the term of this Agreement of \$2,500.00 per week. The salary shall be paid on the regular payroll period of the City, according to the City's normal and customary payroll practices. If this Agreement, and Kuckkahn's employment, is terminated during the middle of any payroll period, Kuckkahn's payment for that payroll period shall be prorated and paid to the date of termination.

b. In addition to the salary set forth in subparagraph 3.a. Kuckkahn shall also receive the sum of \$770.00 per week in lieu of any and all other benefits other City employees are entitled to, including health insurance, dental insurance, life insurance, dues for professional associations, retirement, ~~vacation or sick leave~~ and cell phone. The salary set forth in subparagraph 3.a. and the in lieu of sum set forth in subparagraph 3.b. shall also be in lieu of any housing allowance or moving expenses. The City may include use of one of the City's fleet cars during the term of this Agreement, for use necessary to Kuckkahn's performance of City Manager duties. No other use of the fleet car shall be allowed. The City shall pay for all fuel necessary for operation of the fleet car during the term of this Agreement.

c. Any other expenses incurred by Kuckkahn that are necessary to performance the duties of the City Manager shall be reimbursed to Kuckkahn upon approval by the City Council.

d. Kuckkahn shall be entitled to use the office of the City Manager, and shall be furnished with all technology, equipment, and materials necessary for such duties.

e. Kuckkahn shall be entitled to two (2) weeks of vacation or sick leave to be used as set forth in paragraph 4.c. of this Agreement.

f. No other benefits, expense reimbursements, salary, or wage shall be provided to Kuckkahn. Kuckkahn acknowledges that he is a temporary employee and will not be eligible for coverage under the City's health, dental, vision, or life insurance, or the City's retirement plans, vacation leave program, or sick leave program.

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4. Duties:

a. Kuckkahn shall perform the functions and duties of the City Manager, as specified In the Scottsbluff Municipal Code at sections 6-2-35 through 6-2-39, which may be amended from time to time, as well as designated Nebraska statutes or any duly-given direction of the City Council. Specific duties shall include, but not be limited to:

i. Appointment and removal of department heads and subordinate officers and employees of the City, excluding the City Clerk and subject to the Civil Service Act of Nebraska for those employee covered under such Act.

ii. Enforcing, or directing the enforcement, of City laws and ordinances;

- iii. Control over all City departments created by the City Council;
- iv. Attending all meetings of the City Council;
- v. Conducting regular staff meetings and other meetings that require the attendance of the City Manager; and
- vi. Recommendations and advice to City Council on measures discussed or proposed.

b. Kuckkahn shall devote the level of skill, care, and diligence ordinarily exercised by persons in Kuckkahn's field of expertise, and shall perform all duties and responsibilities in a timely and professional manner.

c. It is expected that Kuckkahn shall devote full time, at least forty (40) hours per week, to his duties and responsibilities under this Agreement. Because of a prior commitment of Kuckkahn, the City agrees to grant Kuckkahn ~~one~~two (2) weeks of ~~un~~paid time off, with one (1) week in the month of May, 2020 and the second week in July, 2020. Kuckkahn agrees to provide at least seven (7) days written notice to the City of when the ~~un~~paid time off will occur.

d. ~~Before the term of this Agreement begins,~~ The City shall obtain and continue a bond of the type specified and required by Neb. Rev. Stat. § 19-648. The City shall pay the premium for such bond.

5. Miscellaneous:

a. Any notice due under this Agreement shall be in writing and delivered in person to the respective parties or mailed to each party at the following addresses:

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

Rick Kuckkahn
~~557 E. Jefferson~~1510 Billy Lane
~~P.O. Box 1787~~
~~Hayden, CO 81639~~Plover, WI 54467

b. This Agreement is and shall be personal to the parties and may not be assigned by the parties. The parties may amend this Agreement only by a written amendment signed by both parties.

c. This Agreement may be executed in one or more counterparts, each of which may be considered as an original.

d. This Agreement will be construed and enforced according to the laws of Nebraska.

e. Either party's waiver of a breach of any provision of this Agreement shall not be construed to be a waiver of any subsequent breach.

~~f.~~ f. The provisions of this Agreement are severable. The invalidity of any provision shall not affect the validity of any other provision.
~~not affect the validity of any other provision.~~

[Signature Page Follows]

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| City of Scottsbluff, Nebraska, a
Nebraska Municipal Corporation

By _____
Raymond Gonzales, Mayor

Rick Kuckkahn

Attest: _____
Kimberley Wright, City Clerk

AMENDED INTERIM CITY MANAGER AGREEMENT

This Amended Interim City Manager Agreement (“Agreement”) dated _____, 2020 is by and between the City of Scottsbluff, Nebraska, a Nebraska municipal corporation (the “City”), and Rick Kuckkahn (“Kuckkahn”).

Recitals:

- a. The City is a Nebraska city of the first class under Neb. Rev. Stat. § 16-101, *et. seq.* The City has adopted a City-Manager form of government under Neb. Rev. Stat. § 19-601, *et. seq.*
- b. On March 2, 2020 the City appointed Kuckkahn as interim Manager. The City has begun the process of soliciting and recruiting applicants for appointment as permanent City Manager for the City. However, due to the COVID-19 pandemic, the process is not proceeding as anticipated.
- c. The City and Kuckkahn have reviewed their relationship and have determined continued performance by Kuckkahn is desired .
- d. The parties enter into this Agreement according to the terms and conditions below:

Agreement:

1. Term:

The term of this Agreement shall begin on May 18, 2020 and shall continue until a permanent City Manager is appointed by the City Council or according to the terms and conditions in paragraph 2. of this Agreement.

2. Termination:

- a. Kuckkahn may terminate this Agreement and his employment with the City upon thirty (30) days’ written notice to the City. Provided, when a permanent City Manager is appointed by the City Council, Kuckkahn’s employment will end at the time of the appointment and no written notice is required.

b. The City may terminate this Agreement and Kuckkahn's employment with the City without cause upon thirty (30) days' written notice to Kuckkahn. Provided, when a permanent City Manager is appointed by the City Council, Kuckkahn's employment will end at the time of the appointment and no written notice is required.

c. The City may terminate this Agreement and Kuckkahn's employment, with cause, immediately upon written notice to Kuckkahn. Cause shall include, but not be limited to:

(i) Any material violation of any of the City's policies, rules, or regulations, whether existing now or later adopted;

(ii) Any violation of this Agreement;

(iii) Incompetency

(iv) Neglect of duty;

(v) Unprofessional conduct;

(vi) Insubordination;

(vii) Any violation of the law, other than minor traffic offenses; or

(viii) Other conduct which interferes with Kuckkahn's continued performance of duties or damages the reputation of the City.

3. Salary and Benefits:

a. Kuckkahn shall receive a salary during the term of this Agreement of \$2,500.00 per week. The salary shall be paid on the regular payroll period of the City, according to the City's normal and customary payroll practices. If this Agreement, and Kuckkahn's employment, is terminated during the middle of any payroll period, Kuckkahn's payment for that payroll period shall be prorated and paid to the date of termination.

b. In addition to the salary set forth in subparagraph 3.a. Kuckkahn shall also receive the sum of \$770.00 per week in lieu of any and all other benefits other City employees are entitled to, including health insurance, dental insurance, life insurance, dues for professional associations, retirement and cell phone. The salary set forth in subparagraph 3.a. and the in lieu of sum set forth in subparagraph 3.b. shall also be in lieu of any housing allowance or moving expenses. The City may include use of one of the City's fleet cars during the term of this Agreement, for use necessary to Kuckkahn's performance of City Manager duties. No other use of the fleet car shall be allowed. The City shall pay for all fuel necessary for operation of the fleet car during the term of this Agreement.

c. Any other expenses incurred by Kuckkahn that are necessary to performance the duties of the City Manager shall be reimbursed to Kuckkahn upon approval by the City Council.

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e. Kuckkahn shall be entitled to two (2) weeks of vacation or sick leave to be used as set forth in paragraph 4.c. of this Agreement.

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iv. Attending all meetings of the City Council;

v. Conducting regular staff meetings and other meetings that require the attendance of the City Manager; and

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y of Scottsbluff, Nebraska, a
Nebraska Municipal Corporation

By _____
Raymond Gonzales, Mayor

Rick Kuckkahn

Attest: _____
Kimberley Wright, City Clerk