

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

Regular Meeting
June 15, 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 June 1, 2020 Regular Meeting.
 - b) Cancel the June 29, 2020 Regular Council Meeting as two regular meetings will have already been held in the month of June.
 - c) Council to approve the appointment of Matt Huck as a member of the Liquor License Investigatory Board.
 - d) Council to approve the appointment of Andrea Margheim as a member of the Liquor License Investigatory Board.
 - e) Council to approve the bid specifications for the Police Tow Service three year contract and authorize the city clerk to advertise for bids to be received until July 15, 2020 at 11:00 a.m.
9. Claims
 - a) Council to consider and take action on claims of the City.
10. Petitions, Communications, Public Input:

- a) Council to make a recommendation to the Nebraska Liquor Control Commission naming Doug Ferreyra as the Liquor License Manager of Wal-Mart Inc., dba Wal-Mart 867, 3322 Avenue I, Scottsbluff.
 - b) Council to discuss and consider action on a Community Festival Permit for the Downtown Scottsbluff Assoc. at the 18th St. Plaza, including vendors, street closure and noise permit for the Bands on Broadway Summer Series to be held on July 2nd, 9th, 16th, 23rd, 30th, August 6th & 13th; 6:00-9:00 p.m.
11. Subdivisions & Public Improvements:
- a) Council to discuss and consider action on approving the Preliminary Plat of Lots 1 & 2, Webber Manor Fourth Addition, City of Scottsbluff, NE.
 - i) Situated in the Southeast 1/4 of Section 14, Township 22 North, Range 55 West of the 6th PM, Scotts Bluff County, Nebraska.
12. Resolution & Ordinances:
- a) Council to discuss and consider action on adopting the International Fire Code, 2018 Edition, and approve the Ordinance. (third reading)
 - b) Council to discuss and consider action on the Region 22 Management Agency Interlocal Agreement and Fee Schedule Addendum; approve the Resolution and authorize the Mayor to sign both the Agreement & Resolution.
13. Reports from Staff, Boards & Commissions:
- a) Council to discuss and consider action on authorizing Panhandle Area Development District (PADD) to submit an application for the Housing Rehabilitation Grant.
 - b) Council to discuss and consider action regarding additional funding for the Old West Balloon Fest in the amount of \$10,000.00 to provide for free parking.
 - c) Council to reconsider the License and Management Agreement for 23 Club to include removing the payment of \$3,000.00 to the City of Scottsbluff.
 - i) (Motion to reconsider must be made by a Council Member who voted on the prevailing side.)
 - d) Council discussion and instruction to staff concerning outside use of City equipment.
 - e) Council to remove from the table approving the Mayor to execute the Contract to get a project date set for the 23 Club Improvement Project.
 - f) Council to discuss and consider action on approving the Mayor to execute the Contract to get a project date set for the 23 Club Improvement Project.
 - g) Council to acknowledge the State of Nebraska Department of Economic Development Civic & Community Center Financing Fund Assistance Award Contract No. 20-03-097 for the 23 Club Improvement Project and authorize the Mayor to sign the Contract.
 - h) Council update, discussion, and instruction to staff regarding changing the speed limit on 27th Street.
 - i) Council update, discussion, and instruction to staff regarding changing the guidelines for fences to be 8 feet tall in all areas instead of 6 feet.

- j) Council discussion and instruction to staff concerning the leash law and related control of pets.
 - k) Council to discuss and consider action on the amended landfill Agreement with the City of Gering.
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, June 15, 2020

Regular Meeting

Item Closed1

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

Staff Contact:

City of Scottsbluff, Nebraska

Monday, June 15, 2020

Regular Meeting

Item SBYC1

(informational only):

Staff Contact:

City of Scottsbluff, Nebraska

Monday, June 15, 2020

Regular Meeting

Item Consent1

Approve the minutes of the June 1, 2020 Regular Meeting.

Staff Contact: Kim Wright, City Clerk

The Scottsbluff City Council met in a regular meeting on June 1, 2020 at 6:00 p.m. in the Council Chambers of City Hall, 2525 Circle Drive, Scottsbluff. A notice of the meeting had been published on May 29, 2020, in the Star Herald, a newspaper published and of general circulation in the City. The notice stated the date, hour and place of the meeting; that the meeting would be open to the public and that anyone attending was encouraged to wear a mask and to respect social distance guidelines. It also stated that anyone with a disability desiring reasonable accommodations to attend the Council meeting should contact the City Clerk's Office, and that an agenda of the meeting kept continuously current was available for public inspection at the office of the City Clerk in City Hall; provided, the City Council could modify the agenda at the meeting if it determined that an emergency so required. A similar notice had been emailed to each council member, made available to radio stations KNEB, KMOR, KOAQ, and television stations KSTF and NBC Nebraska, and the Star Herald. The notice was also available on the city's website on May 29, 2020. Mayor Gonzales presided and City Clerk Wright recorded the proceedings. The meeting was called to order and the Pledge of Allegiance was recited. Mayor Gonzales welcomed everyone and informed those in attendance that a copy of the Nebraska Open Meetings Act is posted in the back of the room on the west wall for the public's review. The following Council Members were present: Raymond Gonzales, Jeanne McKerrigan, Nathan Green, and Terry Schaub. Also present were City Attorney Kent Hadenfeldt and Interim City Manager Rick Kuckkahn. Absent: Scott Shaver

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. Council Member Shaver entered the meeting at 6:01 p.m.

Regarding Scottsbluff Youth Council, Council Member McKerrigan informed everyone there is an email response included in the Council Packet because of COVID-19.

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

- a) The minutes of the May 18, 2020 Regular Meeting be approved,
- b) The bid specifications for the repair of hail damage of six separate buildings within the Transportation Facility located at 1105 3rd Avenue and authorizing the city clerk to advertise for bids to be received by July 8, 2020 at 2:00 p.m. be approved. "YEAS," McKerrigan, Shaver, Green, Schaub, and Gonzales, "NAYS," None. Absent: None.

Moved by Council Member Schaub, seconded by Council Member Green, that the following claims, be approved and paid as provided by law out of the respective funds designated in the list of claims dated June 1, 2020, as on file with the City Clerk and submitted to the City Council, "YEAS," Green, Schaub, Shaver, Gonzales, and McKerrigan, "NAYS," None. Absent: None.

CLAIMS

26 GROUP, LLC,TIF 4-30-20 26 GROUP FUEL,5705; ADVANCE AUTO PARTS,BATTERY CHARGER FOR STATION,133.11;AIRPORT DEVELOPMENT,LLC,TIF 4-30-20 AIRPORT REDEV,8381.31; AMAZON.COM HEADQUARTERS,MISC.,873.67; AUTOZONE STORES, INC,SUPP - SLIME SEALANT,18.98; B & H INVESTMENTS, INC,BLDG MAINT-PD,52.5; BLACK HILLS GAS DISTRIBUTION LLC,MONTHLY ENERGY BILL,1208.79; BLUFFS FACILITY SOLUTIONS,JANITORIAL SUPP PARK,488.72; CAMPBELL DAVID,LICENSE & PERMITS,289.5; CELLCO PARTNERSHIP,CELL PHONES-PD,1605.54; CENTURION HOLDINGS

LLC,CONT SRVCS.,225; CITIBANK N.A.,DEPT SUPP PARK,385.29; COLONIAL LIFE & ACCIDENT INSURANCE COMPANY,INSURANCE,48.7; CONTRACTORS MATERIALS INC.,SUPP - MARKERS FOR SEAL COATING,1308.89; CREDIT MANAGEMENT SERVICES INC.,WAGE ATTACHMENT,210.21; CYNTHIA GREEN,DEPT SUPP ADM,67.62; D & H ELECTRONICS INC.,TERMINAL BLOCK AND STRIP, CABLE TIES,32.6; DALE'S TIRE & RETREADING, INC.,EQUIP MAINT PARK,56.64; DAS STATE ACCOUNTING-CENTRAL FINANCE,MONTHLY LONG DISTANCE,171.09; ENERGY LABORATORIES, INC DEPT 6250,SAMPLES,135; FASTENAL COMPANY,DEPT SUPP PARK,208.87; FEDERAL EXPRESS CORPORATION,POSTAGE,371.37; FRANCISCO'S BUMPER TO BUMPER INC,TOW SERVICE-PD,220;GARY'S ALLIANCE,REIMB FOR PERMIT,168; GENERAL ELECTRIC CAPITAL CORPORATION,DETERGENT, ANTIFREEZE,65.67; NERALTRAFFICCONTROLS,INC,CAMERA & CONTROLLER FOR 27TH & AVE. B SIGNALS,22170; HAWKINS, INC.,CHEMICALS,2222.11; HOA SOLUTIONS, INC,EQUIP MAINT,26.27; HULLINGER GLASS & LOCKS INC.,BLDG MAINT-PD,599.35; IDEAL LAUNDRY AND CLEANERS, INC.,CENTRAL GARAGE- RUGS & SHOP TOWELS,34.79; INDEPENDENT PLUMBING AND HEATING, INC,GROUND MAINT PARK,770.85; INFINITY CONSTRUCTION, INC.,FACILITY REPAIR,32220.5; INTERNAL REVENUE SERVICE,WITHHOLDINGS,58820.67; INTRALINKS, INC,DATTO SIRIS - CITY HALL MAY 2020,3540.77; J G ELLIOTT CO.INC.,NOTARY BLANKET E & O - RENEWAL PREMIUM,460; JOHN DEERE FINANCIAL,DEPT SUPP PARK,1108.71; JOHN DEERE FINANCIAL,EQUIP MAINT PARK,71.2; KEMBEL SAND & GRAVEL COMPANY,DEPT SUPP CEM,75.5; KNOW HOW LLC,BATTERY FOR UTV POWERSPORTS,407.98; LEAGUE ASSOCIATION OF RISK MANAGEMENT,FY18-19 WORK COMP PREMIUM DUE AFTER AUDIT,6294.78;LINCOLN JOURNAL STAR,SBSCR. - Acct#118-00057422,990; M.C. SCHAFF & ASSOCIATES, INC,FACILITY REPAIR,5057.2; MACQUEEN EQUIPMENT INC,EQUIP MAINT,2500.37; MENARDS, INC,DEPT SUPP CEM,269.94; NE CHILD SUPPORT PAYMENT CENTER,NE CHILD SUPPORT PYBLE,916.6; NE DEPT OF ENVIRONMENTAL CONTR,LOAN PAYMENT,170045.09; NE DEPT OF REVENUE,SALES TAX,21449.44; NE.DEPT. OF LABOR UNEMPLOYMENT,UNEMPLOYMENT,230; NEBRASKA MACHINERY CO,BLDG MAINT-PD,2202; NEBRASKA PUBLIC POWER DISTRICT,ELECTRICITY,18229.76; NETWORKFLEET, INC,GPS SERVICE,166.21;NORTHWEST PIPE FITTINGS, INC. OF SCOTTSBLUFF,GROUND MAINT PARK,435.68; OCLC ONLINE COMPUTER LIBRARY CENTER, INC,CONT. SRVCS.,378.16; PANHANDLE CLERK'S ASSOC,DUES - KIM WRIGHT & CHRIS BURBACH,40; PANHANDLE ENVIRONMENTAL SERVICES INC,CONTRACTUAL SVC,319; PANHANDLE HUMANE SOCIETY,ECONOMIC DEV,5278.08; PH&S PRODUCTS LLC,INVEST SUPPL-PD,180; PLATTE VALLEY BANK,TIF 4-30-20 FAIRFIELD INN REDEV,75528.59; QUADLENT INC,MONTHLY LEASE,45; QUILL CORPORATION,DEPT SUPPL-PD,568.34; RAHMIG CLAYTON,LICENSE & PERMITS,104.5;RAMIREZ ALEXA,REFUND FOR PARK RESERVATION,50; REGIONAL CARE INC,HEALTH INS. PREMIUM - JUNE 2020,39756.2;ROOSEVELT PUBLIC POWER DISTRICT,ELECTRICITY,2616.84;RURAL HEALTH DEVELOPMENT, INC.,ECONOMIC DEV,6383.33; RYAN R KUMM,REPAIR GROUND LADDER - TOWER 1,40; S M E C,EMPLOYEE DEDUCTIONS,130.5; SAFELITE FULFILLMENT, INC,VEH MAINT-PD,422.98; SALES MIDWEST, INC,EQUIP MAINT PARK,166.28; SCB COUNTY TREASURER,REFUND OF TIF OVERPAYMENT - COMMISSION,139.04; SCB FIREFIGHTERS UNION LOCAL 1454,FIRE EE DUES,300; SCHAEFFER MANUFACTURING COMPANY,DEPT

SUPP PARK,123.03; SCOTTIES POTTIES INC,CONTRACTUAL,360; SCOTTSBLUFF POLICE OFFICERS ASSOCIATION,POLICE EE DUES,1092; SCOTTSBLUFF SCREENPRINTING & EMBROIDERY, LLC,SCREENPRINT UNIFORM SHIRTS,325; SHERWIN WILLIAMS,PARTS FOR LPAINT GUN,472.5; SNELL SERVICES INC.,GROUND MAINT PARK,421.97; SOUNDSLEEPER SECURITY INC.,CONTRACTUAL SVC,1600; STATE HEALTH LAB,SAMPLES,454; STATE OF NE.,CONTRACTUAL-PD,210; TAMARA REICHERT,DEPT SUPP PARK,72; TEXAS PNEUDRAULIC INC,ES- PLUGS AND PINS,38.38; TOYOTA MOTOR CREDIT CORPORATION,HIDTA CAR LEASE-PD,343.53; TYLER TECHNOLOGIES, INC,FEE - UB ONLINE 6/1/20 - 6/30/20,348; UNION BANK & TRUST,RETIREMENT,31194.5; UNIQUE MANAGEMENT SERVICES, INC,CONT SRVCS.,241.65; UNITED STATES WELDING,CO2 CYLINDER RENTAL,43.3; US BANK,CONSOLE AND MOUNTING BRACKETS UNIT 2,1002.74; VAN DIEST SUPPLY COMPANY,SUPP - MOSQUITO SPRAY,3750; VAN PELT FENCING CO, INC,GROUND MAINT PARK,4.9; WESTERN COOPERATIVE COMPANY,DEPT SUPP PARK,46.1; WESTERN COOPERATIVE COMPANY,GROUND MAINT PARK,937.84; WESTERN STATES BANK,TIF 4-30-20 REGANIS REDEV,27054.48; WYOMING CHILD SUPPORT ENFORCEMENT,CHILD SUPPORT,738.08; REFUNDS: AMERICASH ADVANCE, 172.71; BARBARA MONAGHAN, 14.89.

Ms. Michele Denton, Executive Director of West Nebraska Arts Center, was present to answer questions regarding the Special Designated Liquor License for a reception to be held on June 18, 2020 from 4:00 p.m. to 8:00 p.m. Ms. Denton explained Panhandle Coop is applying for this license because the Arts Center is only allowed six per year and it was the family of the artist who had requested the special event reception. She also commented they will follow all the social distancing guidelines. Police Chief Spencer stated they have had no problems with events in the past and he sees no reason to not approve the application. Council Member Schaub made the motion, seconded by Council Member McKerrigan to approve the Special Designated Liquor License for Panhandle Cooperative Association to serve beer, wine, & distilled spirits at the West Nebraska Arts Center, 106 East 18th St, Scottsbluff for a reception on June 18, 2020 from 4:00 to 8:00 p.m., “YEAS,” Shaver, Gonzales, Schaub, McKerrigan, and Green. “NAYS,” None. Absent: None.

Mr. Chad Leeling representing The Stomping Ground, LLC dba Shots Bar & Grill approached Council regarding a change of location for the existing Class C Liquor License from 1722 Broadway to 705 East Overland, Scottsbluff. Mr. Leeling explained he is moving his business primarily because there is more parking at the new location and because the old location has some repairs that need to be done. Police Chief Spencer came forward and commented they have worked very well with Mr. Leeling in the past at his prior location on 18th Street and they would expect that to continue at the new location. He also stated there is a new security system in place and they would have no reason to oppose the change of location. Council Member Schaub moved, seconded by Council Member Green, to approve the change of location regarding the existing Class C Liquor License for The Stomping Ground, LLC dba Shots Bar & Grill from 1722 Broadway to 705 East Overland Scottsbluff, “YEAS,” Schaub, McKerrigan, Gonzales, Green, and Shaver. “NAYS,” None. Absent: None.

Council introduced the Ordinance adopting the International Fire Code 2018 Edition and was read by title on second reading: **AN ORDINANCE DEALING WITH THE SCOTTSBLUFF FIRE CODE, ADOPTING PROVISIONS OF THE INTERNATIONAL FIRE CODE 2018 EDITION, WITH EXCLUDED PORTIONS; AMENDING CURRENT CHAPTERS, ARTICLES AND**

SECTIONS OF THE SCOTTSBLUFF MUNICIPAL CODE BY REPEALING OR REVISING CHAPTER 8, ARTICLES 1, 2, AND 3; CHAPTER 4, ARTICLE 1 AND CHAPTER 23, ARTICLES 2 AND 3; REPEALING PRIOR PROVISIONS OF THE SCOTTSBLUFF MUNICIPAL CODE, PROVIDING FOR PUBLICATION IN PAMPHLET FORM AND PROVIDING FOR AN EFFECTIVE DATE.

Regarding the Resolution naming Paul Reed Construction & Supply Inc. as the contractor for the Scottsbluff Monument Valley Pathway North Project with a low bid of \$5,687,326.17, Mr. Kuckkahn explained this project has been long in the making and they recommend the signing of the Resolution. The City has adequate funding; we have been billed by the State and have paid \$209,132.04 in favor of the project.

Public Works Director Mark Bohl approached Council stating the project will start in July of 2020 and end July of 2021; they will start with the pedestrian bridge and then work both ways. Council Member Green made the motion, seconded by Council Member Schaub to approve Resolution No. 20-06-01 naming Paul Reed Construction & Supply Inc. as the contractor for the Scottsbluff Monument Valley Pathway North Project with the low bid of \$5, 687,326.17 and authorize the Mayor to sign the Resolution, "YEAS," Gonzales, Green, McKerrigan, Shaver, and Schaub. "NAYS," None. Absent: None.

RESOLUTION 20 - 06 - 01

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

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

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

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

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

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

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

1. If for any reason the Federal Highway Administration rescinds, limits its obligations, or defers payment of the Federal share of the cost of this project, the City hereby agrees to provide the necessary funds to pay for all costs incurred until and in the event such Federal funds are allowed and paid.
2. The Council hereby concurs in the selection of the above mentioned Contractor(s) for the items of work listed, to whom the contract(s) should be awarded.

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

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

DATED THIS 1st DAY OF June A.D. 2020

CITY OF SCOTTSBLUFF

(Mayor)

ATTEST:

(City Clerk)

Council Member Green
moved the adoption of said resolution.

Roll Call: 5 yea, 0 nay.
Resolution adopted, signed and billed as adopted.

City Attorney Kent Hadenfeldt approached Council regarding the Resolution and License Agreement concerning Covid-19 and the use of municipal property for Youth Baseball and Softball explaining the terms have already changed and should now read Sports or Other Recreational Activities. He went on to add that he attended many teleconferences with the League of Nebraska Municipalities and Counsel; from that they thought it was important to have a Resolution to open up public property for use of recreational items to include sporting events. He also stated that it is important for organizations using the property to agree to comply with all of the guidelines issued by the government.

Mr. Hadenfeldt added the reason we have a license agreement and not an amendment to the contract is because we do not have an agreement with 23 Club right now. Last fall we changed the agreement to a ten year agreement because 23 Club thought it would help them with financing for their new project by having a longer term; however, the agreement was tabled but never signed. The License and Management Agreement provided in the packet runs from June 1st to December 31st 2020; this will give us time to work on a new Agreement for next year.

Council Member Shaver inquired about the City's equipment, wanting to make sure only City employees use the equipment needed for maintenance and not members of 23 Club. Mr. Geoff Nemnich, with 23 Club, stated the only time they use the City's equipment is for the Father's Day Tournament because City staff is not working on the weekends. Council Member Shaver asked what the liability is regarding that since our policy states only City employees can use City equipment. City Manager Kuckkahn stated he will check into it and get back to Council. Council Member Shaver also asked if the fees cover the cost of the maintenance. Mr. Kuckkahn stated no, they do not.

After discussion Council Member McKerrigan made a motion, seconded by Council Member Schaub to approve Resolution No. 20-06-02 along with the License and Management Agreement regarding COVID-19 and the use of Municipal Property for Sports and Other Recreational Activities and authorize the Mayor to sign both the Resolution and Agreement, "YEAS," McKerrigan, Green, Schaub, and Gonzales. "NAYS," Shaver. Absent: None.

Resolution 20-06-02

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

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

Recitals

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

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

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

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

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

WHEREAS, players, coaches, officials, and others who participate in such games, practices or other group recreational activities, and spectators who attend such activities risk the dangers of illness, disease, medical complications, injury or death, caused by or related to COVID-19, by voluntarily

entering the grounds on which such activities take place, by watching such activities, and by participating or authorizing the participation of a minor, in such games, practices, or other recreational activities; and

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

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

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

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

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

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

RESOLVED this ____ day of _____, 2020.

ATTEST: _____

City Clerk

By: _____,

Raymond Gonzales, Mayor

Concerning the City's response to Covid-19, City Manager Kuckkahn explained City Hall will open June 8th, with normal business hours. Customers who want to pay their bill in person will be able to, but with need to adhere to social distancing guidelines. The Police Department will also open their outside door on June 8th; however their hours will be from 8:00 to 12:00 p.m. Mr. Kuckkahn also added the Library Director has submitted a plan for the reopening of the Library, commenting they will probably take appointments at first to control volumes and have young teens be accompanied by a parent or guardian. These implementations should take effect sometime this month.

Mr. Kuckkahn brought forth discussion regarding the 23 Club Improvement Project. He added the last time this was on the agenda; Council had asked that money for the Project be in the bank before it was started. He mentioned in the packet are letters of commitment and minutes from entities who are willing to donate to the project, but that is not money received. He then asked Council if they would be comfortable accepting these commitments, reminding them that some of the donations will not come in until after the project is completed.

Mr. Geoff Nemnich, with 23 Club, approached Council and answered questions they had regarding the commitment letters. He also addressed the funding from the Tourism Grant, clarifying they had originally pledged \$100,000.00 to the project, \$60,000.00 in the 2019 budget and \$40,000.00 in 2020 budget. He stated the County Tourism Board has agreed, because of the repercussions of COVID-19, to not fund any projects for the upcoming year, so the \$40,000.00 will not be received. Mr. Nemnich did state, however, that once a bill is given to the County for an amount exceeding \$60,000.00 they will write the City of Scottsbluff a check for that portion of the grant immediately.

Council Member Schaub asked Mr. Nemnich what his preferable date would be to start. Mr. Nemnich answered, August 15th adding if the project does not get started then, it will not happen and the funding will be lost. He stated they currently have 1.27 million accounted for in cash, which includes the money from the City.

Mr. Kuckkahn responded by commenting the money mentioned by Mr. Nemnich is not all cash in hand. He then added if the contract is executed, the only flexibility the City has concerning the bid is with

the three alternates, which amount to approximately \$150,000.00, advising Council the alternates should be held back until the project is completed because of possible change orders.

Public Works Director Bohl then came forward and informed Council that the Game and Parks Grant of \$200,000.00 still needs to go through tribal review, which could take two months. He went on to clarify that a start date for the project cannot be given until the review has taken place or the City risks losing the grant money.

Mr. Nemnich responded by reminding Council that after the bid is approved there are a set amount of days to execute the contract before it becomes obsolete. If, because of timing, the City does not get the Game and Parks Grant there still is \$1,070,000.00 which will still cover the base bid, minus the alternates and the project could still get started.

Mr. Jack Baker with Baker and Associates came forward and clarified the bid is good for 60 days from April 28th, stating we still have some time. He wondered if we can award the contract, but not issue a notice to proceed to be in compliance with the Game and Parks Grant. Mr. Bohl stated he will visit with representatives from the Game and Parks and will bring the answer back to the next Council meeting. Mr. Baker also stated he will talk with Paul Reed Construction and ask them to extend their bid.

After discussion, Mr. Kuckkahn reiterated to Council as far as he is concerned the money should be in the bank; stating, if we do not get the money, the project should not proceed. He did clarify; however, it is Council's decision to make concerning how to move forward with this item. With that statement, Council Member Schaub made a motion, seconded by Council Member Shaver to table approving the Mayor to execute the Contract to get a contract date set for the 23 Club Improvements Project until the June 15, 2020 meeting, "YEAS," McKerrigan, Shaver, Green, Schaub, and Gonzales. "NAYS," None. Absent: None.

Regarding establishing a future meeting location, Mayor Gonzales stated this was brought forward due to the Directed Health Measures and possibly moving to the library where there is more space. Legal Counsel Hadenfeldt clarified with public meetings the ten person limit or any limit does not apply. After discussion, it was the consensus of Council to continue having the meetings at City Hall.

At the request of Council Member Shaver the agenda item of changing the speed limit on 27th Street back to 30 mph was brought forward. Mr. Shaver stated he asked to have this added to the agenda because school is not in session; we have switched it to 20mph and kids still step in front of cars. He also stated if it is 30 mph and we enforce it, we are in a better position than at 20 mph and not enforce it.

Police Chief Spencer came forward and explained the traffic study by Lamp Rynearson is almost complete and they expect to have some pretty specific plans for safety with viable changes for pedestrian traffic. He also stated there was traffic counts conducted by M.C. Schaff which helped come up with average speed limits in that area. Lamp Rynearson looked at the 85th percentile of those average speed limits and predicted them to be between 20-27 mph, which indicated a 25 mph speed limit, could be appropriate. Police Chief Spencer also suggested he would not endorse changing the speed limit back and forth because credibility is lost and it is hard to enforce. He would like to wait for the results of the traffic study, stating he will have an update regarding the status of the study at the June 15th meeting.

Regarding changing the guidelines for fences to be 8 feet in all areas instead of 6 feet was also brought forward at the request of Council Member Shaver. He started discussion on the item by stating City code used to allow an 8 foot fence in C-3 Commercial and Industrial Manufacturing. He owns property in C-3 Commercial, the code has since changed and now he cannot put up an 8 foot fence, he would like to discuss this. Legal Counsel Hadenfeldt answered, stating, in residential the six foot limit was put in place because that is the standard model code courts have decided does not obstruct a view for a neighbor. Mr. Shaver commented some commercial is limited to 6 foot as well and he would like to see this changed for everybody, at least commercial.

After discussion, Mayor Gonzales asked that we check with other municipalities to see what they have in place. Legal Counsel Hadenfeldt stated he will also visit with Development Services. This item

will be readdressed at the June 15th meeting.

Council took a five minute break reconvening at 7:33 p.m.

City Manager Kuckkahn brought forth discussion on approving an RFP contract for solid waste disposal options to extend the life of the Gering landfill by explaining after reviewing the Request for Proposal documents, he would like to see Waste Connections become the preferred private hauler. He stated their tipping fee is \$43.00 per ton and this includes transportation. Concerning the tipping fee, they will go with the Consumer Price Index every year and they will take our recycling. The contract length is five years and they have their own transfer station. He also stated the City will still continue to pay \$7.50 per ton to the Regional Landfill Fund, adding we need to position ourselves for the future by having a solid way to dispose of our waste stream and at the same time keep our options open with the Regional Landfill idea. He also reminded Council that by going with a private hauler we will not be paying a million dollars to build a transfer station.

During discussion, the subject of roll offs and how they will still be handled by the City of Gering was brought up, with Council Member Shaver commenting since we are paying the \$7.50 fee that should basically let us do what we want to do for trash.

Mr. Kuckkahn asked that Council allow him to work with Waste Connections and come up with contract parameters and he will have Legal Counsel draw up an addendum to the City of Gering contract with Council's concerns to be brought back at the June 15th meeting.

Council Member McKerrigan exited the meeting at 7:50 p.m.

Under Council Reports, Council Member Schaub attended a Region 22 meeting, stating a new Interlocal Agreement will be addressed by different communities. He added they are also realigning the bylaws to be a more active board. He also attended a WNED meeting. Council Member Shaver attended a 911 meeting by teleconference and due to complications he was not able to see the equipment discussed at the meeting. He also commented he has received positive reports that the parks are opened. Mayor Gonzales stated there will be a PADD meeting next Thursday. He also commented how beautiful the cemetery was for the Memorial Day Holiday.

Council Member Schaub moved, seconded by Council Member Green to adjourn the meeting at 7:52 p.m., "YEAS," Green, Schaub, Shaver, and Gonzales. "NAYS," None. Absent: McKerrigan.

Mayor

Attest:

City Clerk
"SEAL"

City of Scottsbluff, Nebraska

Monday, June 15, 2020

Regular Meeting

Item Consent2

Cancel the June 29, 2020 Regular Council Meeting as two regular meetings will have already been held in the month of June.

Staff Contact:

City of Scottsbluff, Nebraska

Monday, June 15, 2020

Regular Meeting

Item Consent3

Council to approve the appointment of Matt Huck as a member of the Liquor License Investigatory Board.

Staff Contact: Kim Wright, City Clerk

City of Scottsbluff, Nebraska

Monday, June 15, 2020

Regular Meeting

Item Consent4

Council to approve the appointment of Andrea Margheim as a member of the Liquor License Investigatory Board.

Staff Contact: Kim Wright, City Clerk

(10) LIQUOR LICENSE HOLDERS INVESTIGATORY BOARD

6-2-108. Liquor License Holders Investigatory Board; established; membership; terms.

There is hereby established a Liquor License Holders Investigatory Board which shall consist of ten (10) members, six of which shall be members of the community and shall serve a term of three years.

6-2-109. Members.

The Liquor License Holders Investigatory Board shall consist of the City Manager, City Attorney, Police Chief, and City Clerk. Six additional members will be appointed as provided in this article. Two members shall be holders of licenses issued pursuant to the Nebraska Liquor Control Act. These persons need not be residents of the City if their licensed business is in the city. In appointing the other four members, preference will be given to employees of Western Nebraska Community College and the Scottsbluff Public School District, and persons who have been active in addressing alcohol-related problems. Board members who are employed by Western Nebraska Community College or the Scottsbluff Public School District need not be residents of the City.

6-2-110. Duties.

The Board shall assist the City Council in discharging its powers, functions and duties with respect to retail liquor licenses under the Nebraska Liquor Control Act. The Board will educate new license holders, investigate alleged violations of the Nebraska Liquor Control Act and violations of the

municipal code, and any other matters the Police Chief believes in his discretion warrants investigation by the Board. The Board shall also perform such other duties as may be requested by the City Council. This section shall not be construed to limit the powers of the City Council. The City Council may exercise any of its lawful powers under the Nebraska Liquor Control Act at any time it deems appropriate without regard to whether the Liquor License Holders Investigatory Board has acted.

City of Scottsbluff, Nebraska

Monday, June 15, 2020

Regular Meeting

Item Consent5

Council to approve the bid specifications for the Police Tow Service three year contract and authorize the city clerk to advertise for bids to be received until July 15, 2020 at 11:00 a.m.

Staff Contact: Kevin Spencer, Police Chief and Abby Yellman, Libr

Agenda Statement

Item No. _____

For meeting of: June 15th, 2020

AGENDA TITLE: Request for authority to advertise for bids on POLICE TOW SERVICE

SUBMITTED BY DEPARTMENT/ORGANIZATION: Police Department

PRESENTATION BY: Kevin Spencer, Chief of Police

SUMMARY EXPLANATION: The Police tow service contract expired on March 31st, 2019. No contract tow service is in place at this time. The Police Department is requesting authority to advertise for proposals to provide police tows from August 1st 2020 through August 1st, 2023. The three year contract was recommended by City Council in 2001. A copy of the bid specifications and contract are included for City Council review. It is proposed to restrict bids to tow service contractors in the immediate area of Scottsbluff and Gering due to time response concerns.

BOARD/COMMISSION RECOMMENDATION:

STAFF RECOMMENDATION:

EXHIBITS				
Resolution	Ordinance	Contract	Minutes	
	Plan/Map			
Other (specify)	<u>Specification and contract</u>			

NOTIFICATION LIST: Yes No Further Instructions

Tow vendors – list attached

APPROVAL FOR SUBMITTAL: _____
City Manager

Rev 2/6/07Cclerk
Master Agenda 2/6/07

June 15th, 2020

**POLICE TOW SERVICE
THREE (3) YEAR CONTRACT**

NOTICE TO BIDDERS

Sealed bids will be received by the City of Scottsbluff, 2525 Circle Drive, Scottsbluff, Nebraska at the City Clerk's Office until 11:00 a.m., July 15th, 2020, for furnishing tow service as per specifications and instructions to bidders on file in the Office of the City Clerk.

The City Council reserves the right to increase or decrease service or reject any or all bids and to waive irregularities.

Kimberley Wright
City Clerk

Publish 3t : June 19th, June 26th, July 3rd
One Affidavit

June 15th, 2020
POLICE TOW SERVICE
THREE (3) YEAR CONTRACT
INSTRUCTIONS TO BIDDERS

1. All bid proposals shall be submitted on the forms provided for this purpose in order that they may be properly compared and evaluated.
2. The bid proposal shall be for furnishing all police tows for the Scottsbluff Police Department from August 1st 2020 to August 1st, 2023.
3. The bids shall be submitted to the City Clerk, 2525 Circle Drive, Scottsbluff, NE by 11:00 a.m., July 15th, 2020, in a sealed envelope. The envelope shall be clearly marked, "BID ON POLICE TOW SERVICE."
4. The City Council reserves the right to increase or decrease service or reject any or all quotations and to waive irregularities.
5. The City of Scottsbluff is exempt from Federal Excise and State Sales Tax.
6. Award or purchase by the City Council will not be final until a purchase order has been issued.

POLICE TOW SERVICE

SPECIFICATIONS

1. The successful bidder must agree to respond to ALL tows requested by the Police Department on a twenty-four (24) hour basis and must agree to respond immediately to all calls. If the bidder cannot respond immediately, the bidder will call a wrecker service to respond for them. Contract agency shall reimburse the called backup service. Four failures to respond within agreed response time in any six-month period could be considered a contract breach.
2. The successful bidder must agree to sweep and remove all broken glass, debris, and fluids from the street or location of impound immediately after or during the impound of police tows. All impounded vehicles will be taken to the city impound lot unless directed by the officer in charge to take the vehicle to the police department warehouse or the county impound lot.
3. Wrecker vehicles utilized by the bidder must be properly licensed, equipped, and capable of towing all types of motor vehicles encountered by patrol officers, or bidder must have access to such a wrecker without delaying response time. Such wrecker vehicles must be equipped with all necessary equipment to facilitate the safe removal and towing of vehicles from a variety of scenes. Driving impounded vehicles to the storage areas is prohibited. All drivers shall have appropriate licenses as necessary.
4. The successful bidder must agree to maintain adequate log books and records on forms acceptable to the Chief of Police of all police tows and agree to open said books, at any time, to any member of the Police Department or representative of the City of Scottsbluff.
5. **INSURANCE:** The Contractor shall carry such insurance as described herein. The Contractor shall indemnify and save harmless the City of Scottsbluff, from and against all losses, claims, damages, and expenses, including attorney's fees, arising out of or resulting from the performance of the contract that results in bodily injury, sickness, disease, death, or to injury to or destruction of tangible property, including the loss of use resulting therefrom and is caused in whole or in part by the contractor, any subcontractor, anyone directly or indirectly employed by any of them or anyone for whose acts any of them may be liable.

Contractor shall not commence work under this contract until it has obtained all insurance required under this section and such insurance has been approved by the City Attorney for the City of Scottsbluff, nor shall the Contractor allow any subcontractor to commence work on Contractor's subcontract until all similar insurance required of the subcontractor has been so obtained and approved.

A. Workman's compensation insurance:

The Contractor shall take out and maintain during the life of this contract the applicable statutory Workmen's Compensation Insurance with an insurance company authorized to write such insurance in this state covering all Contractor's employees, and in the case of any work sublet, the Contractor shall require the subcontractor similarly to provide statutory Workmen's Compensation insurance for the latter's employees.

B. Public Liability Insurance:

The Contractor shall maintain during the life of this contract, Public Liability Insurance, naming and protecting Contractor and the City of Scottsbluff against claims for damages resulting from (a) bodily injury, including wrongful death, (b) personal injury liability and (c) property damage which may arise from operations under this contract whether such operations be by the Contractor or by any subcontractor or anyone directly or indirectly to be provided by such insurance shall be as follows.

- | | |
|---------------------------|---|
| 1. Bodily Injury Limits | \$500,000 Each Occurrence
\$500,000 Aggregate |
| 2. Personal Injury Limits | \$500,000 Each Occurrence
\$500,000 General Aggregate |
| 3. Property Damage Limits | \$500,000 Each Occurrence
\$500,000 Aggregate or a combined
single limit of \$1,000,000 |

The Public Liability Insurance required by the preceding paragraph shall include the following extensions of coverage:

- a) The coverage shall be provided under a Comprehensive General Liability form of policy or one similar thereto.
- b) The property damage coverage shall include Broad Form Property Damage Endorsement.
- c) Contractual Liability coverage shall be included.

C. Automobile Liability Insurance:

The Contractor shall take out and maintain during the life of the contract such Automobile Liability Insurance as shall protect the Contractor against claims for damages resulting from (a) bodily injury, including wrongful death, and (b) property damage which may arise from the operations of any owned, hired, or non-owned automobiles used by or for the Contractor in any capacity in connection with the carrying out of this contract. The minimum acceptable limits of liability to be provided by such Automobile Liability Insurance shall be a \$1,000,000 combined single limit for bodily injury and/or property damage.

D. Garage Keepers Legal Liability:

For fire, theft, riot, vandalism, and collision or upset, subject to not more than \$500 deductible per occurrence shall be carried with a sufficient limit of liability to cover the maximum number automobiles or other vehicles, and the contents of such automobiles and vehicles, in accordance with the City of Scottsbluff's contract for tow-in service and storage of towed vehicle(s).

E. Certificate of Insurance:

The Contractor shall furnish the City of Scottsbluff with a certificate of insurance evidencing policies required in the preceding paragraphs.

6. Infrequent instances of towing vehicles within a ten-mile radius of the City of Scottsbluff will be charged the same rate as in city tows. Unique situations involving service, such as vehicles in lakes, canals or other unusual locations will be negotiated based on time and work involved.
7. All towed vehicles must be taken to the designated storage area promptly, even if contractor sublets a tow service call.
8. The successful bidder, on occasions, may be directed to tow vehicles to a storage location other than to the usual designated storage location upon the request of any officer of the Scottsbluff Police Department. Generally, this will apply to the County Yard located at 758 Rundell Road, Gering, Nebraska.
9. Contract tow service will limit their phone numbers to two. One day/one night. Numbers may be rotated or changed as necessary upon notification of the Police Department.
10. One contact person will be established within the contract agency to coordinate all billings, business, and problems that arise and that person shall be identified on the bidder sheet.

POLICE TOW SERVICE

PROPOSAL FOR PROVIDING POLICE TOW SERVICE FROM August 1st, 2020 TO August 1st, 2023

I (we) have examined the NOTICE TO BIDDER dated July 6th, 2020, INSTRUCTIONS TO BIDDERS, and SPECIFICATIONS for furnishing police tow service for the City of Scottsbluff and submit the following bid to furnish:

Schedule of rates for tow service

A. Passenger cars and small trucks: (licensed four (4) tons and less)

Year 2018 – 125 units towed; Year 2019 – 162 units towed

Tow Service at \$ _____ per tow during business hours

Tow Service at \$ _____ per tow after business hours

B. Call Out: (Tow truck call out, but no tow necessary upon arrival)

Tow Service at \$ _____ per tow during business hours

Tow Service at \$ _____ per tow after business hours

C. Response Times:

The average response time within the city limits in EMERGENCY situations will be approximately _____ minutes, and NORMAL response time will be _____ minutes.

D. Winching and Dollies:

1. Whenever position winching is necessary an additional fee not to exceed \$ _____ may be charged. Variable rates must be explained.
2. When it is necessary to employ another additional equipment, such as dollies, to tow or move any vehicle, an additional charge not to exceed \$ _____ may be charged.

(Experience reveals that tows in the following categories are minimal)

E. Straight trucks: (licensed over four (4) tons)

Tow Service at \$ _____ per tow during business hours

Tow Service at \$ _____ per tow after business hours

F. Oversized vehicles:

1. Semi Tractor (no trailer): Tow Service at \$ _____ during business hours
 Tow Service at \$ _____ after business hours
2. Semi Tractor (w/trailer): Tow Service at \$ _____ during business hours
 Tow Service at \$ _____ after business hours
3. Self propelled campers or mobile homes:
 Tow Service at \$ _____ during business hours
 Tow Service at \$ _____ after business hours
4. Buses: Tow Service at \$ _____ during business hours
 Tow Service at \$ _____ after business hours

G. Motorcycles: (all inclusive)

Tow Service at \$ _____ during business hours
Tow Service at \$ _____ after business hours

H. Other vehicles: (snowmobiles, boats on trailers, other trailers, etc.)

Tow Service at \$ _____ during business hours
Tow Service at \$ _____ after business hours

I. Vehicle Identification:

Attach additional sheets if necessary, list sub-contractors if applies...

The vehicle(s) to be used to provide tow service will be:

MAKE: _____ YEAR: _____ CAPACITY: _____

EQUIPPED WITH: _____

SUPPLEMENTAL VEHICLE (if any) _____

Bidder (company): _____

By: _____ **Title:** _____

Contact Person: _____

Day Telephone Number: _____ **Night Telephone Number:** _____

Mailing Address:

(Street or Box Number) (City) (State) (Zip Code)

Business Hours:

Normal business hours are the following: _____ AM to _____ PM
_____ days per week from _____ through _____

City of Scottsbluff, Nebraska

Monday, June 15, 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 06/02/2020 - 06/15/2020

Description (Payable)	Account Name	Amount
Vendor: 00743 - 3M COMPANY		
Fund: 212 - TRANSPORTATION		
SUPP - PAVEMENT MARKING T...	DEPARTMENT SUPPLIES	6,140.36
Fund 212 - TRANSPORTATION Total:		6,140.36
Vendor 00743 - 3M COMPANY Total:		6,140.36
Vendor: 00393 - ACTION COMMUNICATIONS INC.		
Fund: 621 - ENVIRONMENTAL SERVICES		
INTERNET 6/1/20 - 6/30/20	PHONE & INTERNET	55.00
Fund 621 - ENVIRONMENTAL SERVICES Total:		55.00
Fund: 631 - WASTEWATER		
INTERNET 6/1/20 - 6/30/20	PHONE & INTERNET	55.00
Fund 631 - WASTEWATER Total:		55.00
Vendor 00393 - ACTION COMMUNICATIONS INC. Total:		110.00
Vendor: 02583 - ADVANCE AUTO PARTS		
Fund: 725 - CENTRAL GARAGE		
ADMIN 2018 FORD- OIL AND AI...	EQUIPMENT MAINTENANCE	12.58
POLICE #9- OIL FILTER	EQUIPMENT MAINTENANCE	3.14
POLICE #8- OIL FILTER	EQUIPMENT MAINTENANCE	3.14
POLICE #1- OIL FILTER	EQUIPMENT MAINTENANCE	3.14
POLICE #7- OIL FILTER	EQUIPMENT MAINTENANCE	3.14
PARKS #320- OIL FILTER	EQUIPMENT MAINTENANCE	3.14
TRANS #404- OIL FILTER	EQUIPMENT MAINTENANCE	3.14
TRANS #404- AIR FILTER	EQUIPMENT MAINTENANCE	20.99
POLICE #19- OIL FILTER	EQUIPMENT MAINTENANCE	3.14
Fund 725 - CENTRAL GARAGE Total:		55.55
Vendor 02583 - ADVANCE AUTO PARTS Total:		55.55
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	1,186.51
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:		2,853.30
Fund: 212 - TRANSPORTATION		
LOCAL TELEPHONE CHARGES	PHONE & INTERNET	451.99
Fund 212 - TRANSPORTATION Total:		451.99
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

Expense Approval Report

Post Dates: 06/02/2020 - 06/15/2020

Description (Payable)	Account Name	Amount
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:		4,045.82
Vendor: 01746 - AL'S TOWING		
Fund: 111 - GENERAL		
PD TOWING	CONTRACTUAL SERVICES	85.00
Fund 111 - GENERAL Total:		85.00
Vendor 01746 - AL'S TOWING Total:		85.00
Vendor: 06781 - ASSURITY LIFE INSURANCE CO		
Fund: 713 - CASH & INVESTMENT POOL		
LIFE INS	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: 621 - ENVIRONMENTAL SERVICES		
BOTTLED WATER X3 & FINANCE...	DEPARTMENT SUPPLIES	19.00
SALT UNIT RENTAL	DEPARTMENT SUPPLIES	20.00
Fund 621 - ENVIRONMENTAL SERVICES Total:		39.00
Vendor 00295 - B & H INVESTMENTS, INC Total:		39.00
Vendor: 01599 - BENZEL PEST CONTROL		
Fund: 111 - GENERAL		
BLDG MAINT REC	BUILDING MAINTENANCE	182.00
Fund 111 - GENERAL Total:		182.00
Vendor 01599 - BENZEL PEST CONTROL Total:		182.00
Vendor: 00405 - BLUFFS FACILITY SOLUTIONS		
Fund: 111 - GENERAL		
PD DEPT SUPP/JANIT SUPP	DEPARTMENT SUPPLIES	66.08
PD DEPT SUPP/JANIT SUPP	DEPARTMENT SUPPLIES	66.09
PD DEPT SUPP/JANIT SUPP	JANITORIAL SUPPLIES	46.29
PD DEPT SUPP/JANIT SUPP	JANITORIAL SUPPLIES	46.29
PD DEPT SUPPLIES	DEPARTMENT SUPPLIES	94.00
PD DEPT SUPPLIES	DEPARTMENT SUPPLIES	95.99
Jan. sup.	JANITORIAL SUPPLIES	385.19
PD JANIT SUPP	JANITORIAL SUPPLIES	35.48
PD JANIT SUPP	JANITORIAL SUPPLIES	35.48
Fund 111 - GENERAL Total:		870.89
Vendor 00405 - BLUFFS FACILITY SOLUTIONS Total:		870.89

Expense Approval Report

Post Dates: 06/02/2020 - 06/15/2020

Description (Payable)	Account Name	Amount
Vendor: 00735 - CAPITAL BUSINESS SYSTEMS INC.		
Fund: 111 - GENERAL		
PD CONTRACT	CONTRACTUAL SERVICES	51.00
Cont. srvc.	CONTRACTUAL SERVICES	10.75
EQUIP MAINT	EQUIPMENT MAINTENANCE	86.28
Fund 111 - GENERAL Total:		148.03
Vendor 00735 - CAPITAL BUSINESS SYSTEMS INC. Total:		148.03
Vendor: 00055 - CARR- TRUMBULL LUMBER CO, INC.		
Fund: 212 - TRANSPORTATION		
SUPP - LUMBER	DEPARTMENT SUPPLIES	40.60
Fund 212 - TRANSPORTATION Total:		40.60
Vendor 00055 - CARR- TRUMBULL LUMBER CO, INC. Total:		40.60
Vendor: 07911 - CELLCO PARTNERSHIP		
Fund: 212 - TRANSPORTATION		
CELL PHONE, IPAD, GRID SMAR... PHONE & INTERNET		96.09
Fund 212 - TRANSPORTATION Total:		96.09
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:		342.69
Vendor: 05859 - CITIBANK, N.A.		
Fund: 111 - GENERAL		
PLYWOOD AND STUDS FOR WO... DEPARTMENT SUPPLIES		196.62
1/2 INCH BRASS NIPPLE - APPA... DEPARTMENT SUPPLIES		10.44
PLUMBING PARTS FOR APPARA... DEPARTMENT SUPPLIES		29.72
3/4" BRASS NIPPLE APPARATUS... DEPARTMENT SUPPLIES		11.87
OSB AND WALL PANEL TO REPA... DEPARTMENT SUPPLIES		93.47
SHARK BITE ADAPTER FOR ENG... DEPARTMENT SUPPLIES		9.31
Fund 111 - GENERAL Total:		351.43
Fund: 213 - CEMETERY		
DEPT SUPP CEM	DEPARTMENT SUPPLIES	107.35
Fund 213 - CEMETERY Total:		107.35
Vendor 05859 - CITIBANK, N.A. Total:		458.78
Vendor: 00484 - CITY OF GERING		
Fund: 621 - ENVIRONMENTAL SERVICES		
ROLLOFF TIPPING FEES APRIL/... DISPOSAL FEES		406.26
GARBAGE TIPPING FEES APRIL/... DISPOSAL FEES		72,905.72
DISPOSAL OF TRASH/ROLLOFFS DISPOSAL FEES		472.57
DISPOSAL OF TRASH DISPOSAL FEES		15,553.33
Fund 621 - ENVIRONMENTAL SERVICES Total:		89,337.88
Vendor 00484 - CITY OF GERING Total:		89,337.88
Vendor: 00706 - COMPUTER CONNECTION INC		
Fund: 111 - GENERAL		
PD CONTRACT	CONTRACTUAL SERVICES	44.00
Fund 111 - GENERAL Total:		44.00
Vendor 00706 - COMPUTER CONNECTION INC Total:		44.00

Expense Approval Report

Post Dates: 06/02/2020 - 06/15/2020

Description (Payable)	Account Name	Amount
Vendor: 00267 - CONTRACTORS MATERIALS INC.		
Fund: 212 - TRANSPORTATION		
SUPP - OIL, MARKERS	OIL & ANTIFREEZE	119.85
Fund 212 - TRANSPORTATION Total:		119.85
Vendor 00267 - CONTRACTORS MATERIALS INC. Total:		119.85
Vendor: 09824 - CORE & MAIN LP		
Fund: 641 - WATER		
EQUIPMENT	EQUIPMENT	18,990.00
Fund 641 - WATER Total:		18,990.00
Vendor 09824 - CORE & MAIN LP Total:		18,990.00
Vendor: 05709 - CREDIT BUREAU OF COUNCIL BLUFFS		
Fund: 111 - GENERAL		
FEE - MAY 2020	CONSULTING SERVICES	50.00
Fund 111 - GENERAL Total:		50.00
Vendor 05709 - CREDIT BUREAU OF COUNCIL BLUFFS Total:		50.00
Vendor: 06564 - CREDIT MANAGEMENT SERVICES INC.		
Fund: 713 - CASH & INVESTMENT POOL		
WAGE ATTACHMENT	WAGE ATTACHMENT EE PAY	132.76
Fund 713 - CASH & INVESTMENT POOL Total:		132.76
Vendor 06564 - CREDIT MANAGEMENT SERVICES INC. Total:		132.76
Vendor: 07689 - CYNTHIA GREEN		
Fund: 111 - GENERAL		
DEPT SUPP ADM	DEPARTMENT SUPPLIES	36.83
Fund 111 - GENERAL Total:		36.83
Vendor 07689 - CYNTHIA GREEN Total:		36.83
Vendor: 03321 - DALE'S TIRE & RETREADING, INC.		
Fund: 111 - GENERAL		
EQUIP MAINT PARK	EQUIPMENT MAINTENANCE	15.00
Fund 111 - GENERAL Total:		15.00
Fund: 621 - ENVIRONMENTAL SERVICES		
NEW TIRES FOR UNIT #815	VEHICLE MAINTENANCE	1,243.16
Fund 621 - ENVIRONMENTAL SERVICES Total:		1,243.16
Vendor 03321 - DALE'S TIRE & RETREADING, INC. Total:		1,258.16
Vendor: 03664 - DEINES IRRIGATION, INC		
Fund: 111 - GENERAL		
GROUND MAINT PARK	GROUNDS MAINTENANCE	333.25
Fund 111 - GENERAL Total:		333.25
Vendor 03664 - DEINES IRRIGATION, INC Total:		333.25
Vendor: 00135 - F. H. SCHAFER ELEVATOR, INC		
Fund: 641 - WATER		
DEPT SUP	DEPARTMENT SUPPLIES	100.00
Fund 641 - WATER Total:		100.00
Vendor 00135 - F. H. SCHAFER ELEVATOR, INC Total:		100.00
Vendor: 00548 - FEDERAL EXPRESS CORPORATION		
Fund: 641 - WATER		
POSTAGE	POSTAGE	102.06
Fund 641 - WATER Total:		102.06
Vendor 00548 - FEDERAL EXPRESS CORPORATION Total:		102.06
Vendor: 09480 - FIREFOX RESCUE EQUIPMENT, INC		
Fund: 111 - GENERAL		
WINDSHIELD AND ARROWSTICK...DEPARTMENT SUPPLIES		771.87
Fund 111 - GENERAL Total:		771.87
Vendor 09480 - FIREFOX RESCUE EQUIPMENT, INC Total:		771.87

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Description (Payable)	Account Name	Amount
Vendor: 00794 - FLOYD'S TRUCK CENTER SCOTTSBLUFF		
Fund: 111 - GENERAL		
DIAGNOSTICS ENGINE 1 TURBO	VEHICLE MAINTENANCE	693.67
Fund 111 - GENERAL Total:		693.67
Fund: 725 - CENTRAL GARAGE		
ES #815- GASKETS	EQUIPMENT MAINTENANCE	11.85
ES #815- FILTERS	EQUIPMENT MAINTENANCE	21.36
TRANS #4045- FILTERS	EQUIPMENT MAINTENANCE	15.57
TRANS #439- FILTERS	EQUIPMENT MAINTENANCE	187.81
Fund 725 - CENTRAL GARAGE Total:		236.59
Vendor 00794 - FLOYD'S TRUCK CENTER SCOTTSBLUFF Total:		930.26
Vendor: 00060 - FRANCISCO'S BUMPER TO BUMPER INC		
Fund: 111 - GENERAL		
PD TOWING	CONTRACTUAL SERVICES	220.00
Fund 111 - GENERAL Total:		220.00
Vendor 00060 - FRANCISCO'S BUMPER TO BUMPER INC Total:		220.00
Vendor: 00751 - GALE/CENGAGE LEARNING		
Fund: 111 - GENERAL		
Sbscrp.	SUBSCRIPTIONS	1,094.00
Fund 111 - GENERAL Total:		1,094.00
Vendor 00751 - GALE/CENGAGE LEARNING Total:		1,094.00
Vendor: 10147 - GARCIA R MARIO		
Fund: 631 - WASTEWATER		
LICENSE & PERMITS	LICENSE/PERMITS	59.50
Fund 631 - WASTEWATER Total:		59.50
Vendor 10147 - GARCIA R MARIO Total:		59.50
Vendor: 09610 - GRAY TELEVISION GROUP INC		
Fund: 661 - STORMWATER		
CONTRACTUAL SVC	CONTRACTUAL SERVICES	1,395.00
CONTRACTUAL SVC	CONTRACTUAL SERVICES	200.00
Fund 661 - STORMWATER Total:		1,595.00
Vendor 09610 - GRAY TELEVISION GROUP INC Total:		1,595.00
Vendor: 04371 - HAWKINS, INC.		
Fund: 641 - WATER		
CHEMICALS	CHEMICALS	1,977.75
Fund 641 - WATER Total:		1,977.75
Vendor 04371 - HAWKINS, INC. Total:		1,977.75
Vendor: 04299 - HD SUPPLY FACILITIES MAINTENANCE LTD		
Fund: 631 - WASTEWATER		
DEPT SUP	DEPARTMENT SUPPLIES	126.34
Fund 631 - WASTEWATER Total:		126.34
Vendor 04299 - HD SUPPLY FACILITIES MAINTENANCE LTD Total:		126.34
Vendor: 10148 - HEIMBOUCH ROYCE		
Fund: 223 - KENO		
TREE REBATE	CONTRACTUAL SERVICES	124.98
Fund 223 - KENO Total:		124.98
Vendor 10148 - HEIMBOUCH ROYCE Total:		124.98
Vendor: 09565 - HICKOX KEVIN		
Fund: 621 - ENVIRONMENTAL SERVICES		
NEW WORK BOOTS	UNIFORMS & CLOTHING	150.00
Fund 621 - ENVIRONMENTAL SERVICES Total:		150.00
Vendor 09565 - HICKOX KEVIN Total:		150.00

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Description (Payable)	Account Name	Amount
Vendor: 00299 - HULLINGER GLASS & LOCKS INC.		
Fund: 111 - GENERAL		
Bldg. main.	BUILDING MAINTENANCE	75.00
Fund 111 - GENERAL Total:		75.00
Vendor 00299 - HULLINGER GLASS & LOCKS INC. Total:		75.00
Vendor: 08793 - HYDRONIC WATER MANAGEMENT		
Fund: 111 - GENERAL		
Bldg. main.	BUILDING MAINTENANCE	425.00
Fund 111 - GENERAL Total:		425.00
Vendor 08793 - HYDRONIC WATER MANAGEMENT Total:		425.00
Vendor: 00525 - IDEAL LAUNDRY AND CLEANERS, INC.		
Fund: 111 - GENERAL		
PD UNI/CLOTHES	UNIFORMS & CLOTHING	114.24
PD UNI/CLOTHES	UNIFORMS & CLOTHING	114.24
PD UNI/CLOTHES	UNIFORMS & CLOTHING	114.24
PD UNI/CLOTHES	UNIFORMS & CLOTHING	114.24
PD UNI/CLOTHES	UNIFORMS & CLOTHING	114.24
Fund 111 - GENERAL Total:		571.20
Fund: 212 - TRANSPORTATION		
SUPP - MATS, TOWELS	DEPARTMENT SUPPLIES	33.56
SUPP - MATS, TOWELS	DEPARTMENT SUPPLIES	33.56
Fund 212 - TRANSPORTATION Total:		67.12
Fund: 631 - WASTEWATER		
CONTRACTUAL SVC	CONTRACTUAL SERVICES	29.33
Fund 631 - WASTEWATER Total:		29.33
Fund: 641 - WATER		
CONTRACTUAL SVC	CONTRACTUAL SERVICES	29.34
Fund 641 - WATER Total:		29.34
Fund: 725 - CENTRAL GARAGE		
CENTRAL GARAGE- RUGS & SH...	DEPARTMENT SUPPLIES	34.79
Fund 725 - CENTRAL GARAGE Total:		34.79
Vendor 00525 - IDEAL LAUNDRY AND CLEANERS, INC. Total:		731.78
Vendor: 00937 - INDEPENDENT PLUMBING AND HEATING, INC		
Fund: 111 - GENERAL		
GROUND MAINT PARK	GROUNDS MAINTENANCE	856.54
GROUND MAINT PARK	GROUNDS MAINTENANCE	6.25
Fund 111 - GENERAL Total:		862.79
Vendor 00937 - INDEPENDENT PLUMBING AND HEATING, INC Total:		862.79
Vendor: 02578 - INFINITY CONSTRUCTION, INC.		
Fund: 631 - WASTEWATER		
STRUCTURE	STRUCTURES	109,003.06
Fund 631 - WASTEWATER Total:		109,003.06
Fund: 641 - WATER		
STRUCTURE	STRUCTURES	34,818.51
Fund 641 - WATER Total:		34,818.51
Vendor 02578 - INFINITY CONSTRUCTION, INC. Total:		143,821.57
Vendor: 09291 - INGRAM LIBRARY SERVICES INC		
Fund: 111 - GENERAL		
Bks.	BOOKS	19.14
Fund 111 - GENERAL Total:		19.14
Vendor 09291 - INGRAM LIBRARY SERVICES INC Total:		19.14
Vendor: 08154 - INTERNAL REVENUE SERVICE		
Fund: 713 - CASH & INVESTMENT POOL		
WITHHOLDINGS	MEDICARE W/H EE PAYABLE	4,040.78
WITHHOLDINGS	MEDICARE W/H EE PAYABLE	4,040.78

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Description (Payable)	Account Name	Amount
WITHHOLDINGS	FICA W/H EE PAYABLE	14,398.66
WITHHOLDINGS	FICA W/H EE PAYABLE	14,398.66
WITHHOLDINGS	FED W/H EE PAYABLE	24,612.51
Fund 713 - CASH & INVESTMENT POOL Total:		61,491.39
Vendor 08154 - INTERNAL REVENUE SERVICE Total:		61,491.39
Vendor: 05196 - INTERNATIONAL CODE COUNCIL, INC.		
Fund: 111 - GENERAL		
DEPT MATERIALS	BOOKS	33.45
Fund 111 - GENERAL Total:		33.45
Vendor 05196 - INTERNATIONAL CODE COUNCIL, INC. Total:		33.45
Vendor: 08525 - INTRALINKS, INC		
Fund: 111 - GENERAL		
CONTRACT SERVICES - MAY 2020 CONTRACTUAL SERVICES		1,338.75
Fund 111 - GENERAL Total:		1,338.75
Vendor 08525 - INTRALINKS, INC Total:		1,338.75
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: 10003 - KANZLER MIKE		
Fund: 621 - ENVIRONMENTAL SERVICES		
CDL RENEWAL	CONTRACTUAL SERVICES	60.90
Fund 621 - ENVIRONMENTAL SERVICES Total:		60.90
Vendor 10003 - KANZLER MIKE Total:		60.90
Vendor: 09747 - KNOW HOW LLC		
Fund: 111 - GENERAL		
BATTER LUG AND CABLE FOR E...	DEPARTMENT SUPPLIES	19.40
Fund 111 - GENERAL Total:		19.40
Fund: 631 - WASTEWATER		
DEPT SUP	DEPARTMENT SUPPLIES	89.99
Fund 631 - WASTEWATER Total:		89.99
Fund: 725 - CENTRAL GARAGE		
TRANS STOCK- CARB CLEANER	EQUIPMENT MAINTENANCE	105.12
TRANS #435- ADAPTERS & HOSE..	EQUIPMENT MAINTENANCE	11.12
PARKS #320- FUEL PUMP	EQUIPMENT MAINTENANCE	115.36
CENTRAL GARAGE- STOCK ROPE	DEPARTMENT SUPPLIES	4.00
PARKS 23 CLUB MOWER- PULL ...	EQUIPMENT MAINTENANCE	4.39
CENTRAL GARAGE- AAA BATTER...	DEPARTMENT SUPPLIES	24.30
TRANS STOCK- AIR CABIN FILTER	EQUIPMENT MAINTENANCE	17.16
TRANS STOCK- AIR CABIN FILTER	EQUIPMENT MAINTENANCE	21.04
TRANS #435- HYD HOSE FITTIN...	EQUIPMENT MAINTENANCE	6.47
TRANS STOCK- AIR FILTER	EQUIPMENT MAINTENANCE	30.12
POLICE #10- BATTERY	EQUIPMENT MAINTENANCE	99.95
TRANS #493- AIR FILTER	EQUIPMENT MAINTENANCE	4.68
TRANS #493- BATTERY	EQUIPMENT MAINTENANCE	40.01
RETURNED CABIN AIR FILTER	EQUIPMENT MAINTENANCE	-17.16
Fund 725 - CENTRAL GARAGE Total:		466.56
Vendor 09747 - KNOW HOW LLC Total:		575.95
Vendor: 10134 - LEE BHM CORP		
Fund: 111 - GENERAL		
PUBLISHING	LEGAL PUBLICATIONS	195.84
PUBLISHING	LEGAL PUBLICATIONS	15.54
PUBLISHING	LEGAL PUBLICATIONS	24.87

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Description (Payable)	Account Name	Amount
PUBLISHING	RECRUITMENT	550.10
Fund 111 - GENERAL Total:		786.35
Fund: 213 - CEMETERY		
PUBLISHING	LEGAL PUBLICATIONS	649.00
Fund 213 - CEMETERY Total:		649.00
Fund: 621 - ENVIRONMENTAL SERVICES		
PUBLISHING	LEGAL PUBLICATIONS	1,713.08
Fund 621 - ENVIRONMENTAL SERVICES Total:		1,713.08
Vendor 10134 - LEE BHM CORP Total:		3,148.43
Vendor: 09590 - LEXISNEXIS RISK DATA MANAGEMENT		
Fund: 111 - GENERAL		
PD CONSULTING	CONSULTING SERVICES	100.00
Fund 111 - GENERAL Total:		100.00
Vendor 09590 - LEXISNEXIS RISK DATA MANAGEMENT Total:		100.00
Vendor: 00242 - M.C. SCHAFF & ASSOCIATES, INC		
Fund: 212 - TRANSPORTATION		
PROFESSIONAL SERVICES - MAY... CONTRACTUAL SERVICES		1,665.00
Fund 212 - TRANSPORTATION Total:		1,665.00
Fund: 215 - SPECIAL PROJECTS		
PROF.SERVICES - 2019 HAIL DA... INSURED REPAIRS/REPLACE		2,555.50
Fund 215 - SPECIAL PROJECTS Total:		2,555.50
Fund: 621 - ENVIRONMENTAL SERVICES		
PROFESSIONAL SERVICES - MAY... CONTRACTUAL SERVICES		6,048.80
Fund 621 - ENVIRONMENTAL SERVICES Total:		6,048.80
Fund: 661 - STORMWATER		
PROFESSIONAL SERVICES - MAY... CONTRACTUAL SERVICES		570.00
Fund 661 - STORMWATER Total:		570.00
Vendor 00242 - M.C. SCHAFF & ASSOCIATES, INC Total:		10,839.30
Vendor: 08190 - MADISON NATIONAL LIFE		
Fund: 111 - GENERAL		
INSURANCE	DISABILITY INSURANCE	437.59
Fund 111 - GENERAL Total:		437.59
Fund: 713 - CASH & INVESTMENT POOL		
INSURANCE	LIFE INS EE PAYABLE	531.94
INSURANCE	DIS INC INS EE PAYABLE	750.68
INSURANCE	LIFE INS ER PAYABLE	707.90
Fund 713 - CASH & INVESTMENT POOL Total:		1,990.52
Vendor 08190 - MADISON NATIONAL LIFE Total:		2,428.11
Vendor: 08317 - MATHESON TRI-GAS INC		
Fund: 641 - WATER		
RENT MACHINES	RENT-MACHINES	66.18
Fund 641 - WATER Total:		66.18
Vendor 08317 - MATHESON TRI-GAS INC Total:		66.18
Vendor: 07628 - MENARDS, INC		
Fund: 111 - GENERAL		
DEPT SUPP PARK	DEPARTMENT SUPPLIES	46.99
RECIPROCATING SAW BLADES	DEPARTMENT SUPPLIES	24.99
Fund 111 - GENERAL Total:		71.98
Fund: 213 - CEMETERY		
DEPT SUPP CEM	DEPARTMENT SUPPLIES	40.34
Fund 213 - CEMETERY Total:		40.34
Fund: 631 - WASTEWATER		
DEPT SUP	DEPARTMENT SUPPLIES	49.97
Fund 631 - WASTEWATER Total:		49.97

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Description (Payable)	Account Name	Amount
Fund: 641 - WATER		
DEPT SUP	DEPARTMENT SUPPLIES	123.82
	Fund 641 - WATER Total:	123.82
	Vendor 07628 - MENARDS, INC Total:	286.11
Vendor: 07938 - MIDWEST CONNECT, LLC		
Fund: 111 - GENERAL		
LABELS	DEPARTMENT SUPPLIES	54.00
	Fund 111 - GENERAL Total:	54.00
Fund: 621 - ENVIRONMENTAL SERVICES		
PROCESS UTILITY BILLING	CONTRACTUAL SERVICES	752.98
	Fund 621 - ENVIRONMENTAL SERVICES Total:	752.98
Fund: 631 - WASTEWATER		
PROCESS UTILITY BILLING	CONTRACTUAL SERVICES	752.98
	Fund 631 - WASTEWATER Total:	752.98
Fund: 641 - WATER		
PROCESS UTILITY BILLING	CONTRACTUAL SERVICES	752.98
	Fund 641 - WATER Total:	752.98
	Vendor 07938 - MIDWEST CONNECT, LLC Total:	2,312.94
Vendor: 02569 - MUNIMETRIX SYSTEMS CORP		
Fund: 111 - GENERAL		
IMAGESILO - MAY 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	19,963.95
	Fund 713 - CASH & INVESTMENT POOL Total:	19,963.95
	Vendor 00797 - NE DEPT OF REVENUE Total:	19,963.95
Vendor: 01285 - NEBRASKA CLERK INSTITUTE		
Fund: 111 - GENERAL		
6-16-20 VIRTUAL CLASS - KIM ...	SCHOOL & CONFERENCE	50.00
	Fund 111 - GENERAL Total:	50.00
	Vendor 01285 - NEBRASKA CLERK INSTITUTE Total:	50.00
Vendor: 04460 - NEBRASKA INTERACTIVE, LLC		
Fund: 111 - GENERAL		
DRIVERS LIC REQ. - MAY 2020	CONSULTING SERVICES	21.00
	Fund 111 - GENERAL Total:	21.00
	Vendor 04460 - NEBRASKA INTERACTIVE, LLC Total:	21.00
Vendor: 00402 - NEBRASKA MACHINERY CO		
Fund: 631 - WASTEWATER		
EQUIP MAINT	EQUIPMENT MAINTENANCE	611.00
	Fund 631 - WASTEWATER Total:	611.00
	Vendor 00402 - NEBRASKA MACHINERY CO Total:	611.00
Vendor: 00578 - NEBRASKA PUBLIC POWER DISTRICT		
Fund: 111 - GENERAL		
Electric	ELECTRICITY	306.12
Electric	ELECTRICITY	790.14
Electric	ELECTRICITY	39.63
Electric	ELECTRICITY	90.61

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Description (Payable)	Account Name	Amount
Electric	ELECTRICITY	790.15
Electric	ELECTRICITY	242.40
Electric	ELECTRICITY	1,721.80
Electric	ELECTRICITY	2,062.24
Electric	ELECTRICITY	378.47
Electric	ELECTRICITY	30.76
Electric	STREET LIGHTS	100.40
Fund 111 - GENERAL Total:		6,552.72
Fund: 212 - TRANSPORTATION		
Electric	ELECTRICITY	1,561.11
Electric	ELECTRIC POWER	28,200.34
Electric	STREET LIGHTS	116.26
Fund 212 - TRANSPORTATION Total:		29,877.71
Fund: 213 - CEMETERY		
Electric	ELECTRICITY	277.35
Fund 213 - CEMETERY Total:		277.35
Fund: 216 - BUSINESS IMPROVEMENT		
Electric	STREET LIGHTS	85.42
Fund 216 - BUSINESS IMPROVEMENT Total:		85.42
Fund: 621 - ENVIRONMENTAL SERVICES		
Electric	ELECTRICITY	533.03
Fund 621 - ENVIRONMENTAL SERVICES Total:		533.03
Fund: 631 - WASTEWATER		
Electric	ELECTRICITY	1,105.48
Electric	ELECTRIC POWER	120.84
Fund 631 - WASTEWATER Total:		1,226.32
Fund: 641 - WATER		
Electric	ELECTRICITY	113.71
Electric	ELECTRIC POWER	387.65
Fund 641 - WATER Total:		501.36
Fund: 725 - CENTRAL GARAGE		
Electric	ELECTRICITY	384.07
Fund 725 - CENTRAL GARAGE Total:		384.07
Vendor 00578 - NEBRASKA PUBLIC POWER DISTRICT Total:		39,437.98
Vendor: 00632 - NEBRASKA RURAL RADIO ASSOCIATION		
Fund: 661 - STORMWATER		
CONTRACTUAL SVC	CONTRACTUAL SERVICES	100.00
CONTRACTUAL SVC	CONTRACTUAL SERVICES	232.50
Fund 661 - STORMWATER Total:		332.50
Vendor 00632 - NEBRASKA RURAL RADIO ASSOCIATION Total:		332.50
Vendor: 09409 - NETWORKFLEET, INC		
Fund: 212 - TRANSPORTATION		
GPS SERVICE	DEPARTMENT SUPPLIES	113.70
Fund 212 - TRANSPORTATION Total:		113.70
Fund: 621 - ENVIRONMENTAL SERVICES		
GPS SERVICES FOR FLEET	CONTRACTUAL SERVICES	113.70
Fund 621 - ENVIRONMENTAL SERVICES Total:		113.70
Fund: 631 - WASTEWATER		
CONTRACTUAL SVC	CONTRACTUAL SERVICES	49.35
Fund 631 - WASTEWATER Total:		49.35
Fund: 641 - WATER		
CONTRACTUAL SVC	CONTRACTUAL SERVICES	32.90
Fund 641 - WATER Total:		32.90
Vendor 09409 - NETWORKFLEET, INC Total:		309.65

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Description (Payable)	Account Name	Amount
Vendor: 00139 - NORTHWEST PIPE FITTINGS, INC. OF SCOTTSBLUFF		
Fund: 111 - GENERAL		
GROUND MAINT PARK	GROUNDS MAINTENANCE	83.02
Fund 111 - GENERAL Total:		83.02
Vendor 00139 - NORTHWEST PIPE FITTINGS, INC. OF SCOTTSBLUFF Total:		83.02
Vendor: 08840 - ONE CALL CONCEPTS, INC		
Fund: 212 - TRANSPORTATION		
CONTRACTUAL	CONTRACTUAL SERVICES	78.86
Fund 212 - TRANSPORTATION Total:		78.86
Fund: 631 - WASTEWATER		
CONTRACTUAL	CONTRACTUAL SERVICES	78.85
Fund 631 - WASTEWATER Total:		78.85
Fund: 641 - WATER		
CONTRACTUAL	CONTRACTUAL SERVICES	78.85
Fund 641 - WATER Total:		78.85
Vendor 08840 - ONE CALL CONCEPTS, INC Total:		236.56
Vendor: 00550 - PANHANDLE COOPERATIVE ASSOCIATION		
Fund: 111 - GENERAL		
DEPT FUEL	GASOLINE	53.07
GASOLINE	GASOLINE	118.00
FUEL	GASOLINE	1,078.62
FUEL	OTHER FUEL	1,644.97
FUEL	GASOLINE	75.66
PD GAS	GASOLINE	2,069.63
MAY GASOLINE	GASOLINE	52.64
FUEL CREDIT	GASOLINE	-9.99
FUEL CREDIT	OTHER FUEL	-49.38
Fund 111 - GENERAL Total:		5,033.22
Fund: 212 - TRANSPORTATION		
UNLEADED GASOLINE	GASOLINE	176.90
UNLEADED GASOLINE	OTHER FUEL	390.94
Fund 212 - TRANSPORTATION Total:		567.84
Fund: 224 - ECONOMIC DEVELOPMENT		
FUEL	GASOLINE	21.86
Fund 224 - ECONOMIC DEVELOPMENT Total:		21.86
Fund: 621 - ENVIRONMENTAL SERVICES		
FLEET FUEL MAY 2020	GASOLINE	168.97
FLEET FUEL MAY 2020	OTHER FUEL	4,407.22
Fund 621 - ENVIRONMENTAL SERVICES Total:		4,576.19
Fund: 631 - WASTEWATER		
DEPT SUP	DEPARTMENT SUPPLIES	641.20
FUEL	GASOLINE	54.95
FUEL	OTHER FUEL	68.41
Fund 631 - WASTEWATER Total:		764.56
Fund: 641 - WATER		
FUEL	GASOLINE	29.18
FUEL	GASOLINE	192.52
Fund 641 - WATER Total:		221.70
Vendor 00550 - PANHANDLE COOPERATIVE ASSOCIATION Total:		11,185.37
Vendor: 00487 - PANHANDLE ENVIRONMENTAL SERVICES INC		
Fund: 631 - WASTEWATER		
CONTRACTUAL SVC	CONTRACTUAL SERVICES	93.00
Fund 631 - WASTEWATER Total:		93.00
Fund: 641 - WATER		
SAMPLES	SAMPLES	80.00
SAMPLES	SAMPLES	44.00

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Description (Payable)	Account Name	Amount
SAMPLES	SAMPLES	60.00
Fund 641 - WATER Total:		184.00
Vendor 00487 - PANHANDLE ENVIRONMENTAL SERVICES INC Total:		277.00
Vendor: 04494 - PAUL REED CONSTRUCTION & SUPPLY, INC		
Fund: 213 - CEMETERY		
DEPT SUPP CEM	DEPARTMENT SUPPLIES	120.00
Fund 213 - CEMETERY Total:		120.00
Vendor 04494 - PAUL REED CONSTRUCTION & SUPPLY, INC Total:		120.00
Vendor: 06790 - PIERCE, GERALD		
Fund: 212 - TRANSPORTATION		
RE-IMBURSEMENT FOR CDL LIC... MISCELLANEOUS		57.50
Fund 212 - TRANSPORTATION Total:		57.50
Vendor 06790 - PIERCE, GERALD Total:		57.50
Vendor: 01276 - PLATTE VALLEY BANK		
Fund: 713 - CASH & INVESTMENT POOL		
HEALTH SAVINGS ACCT	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: 09998 - PRIME METAL PRODUCTS INC		
Fund: 224 - ECONOMIC DEVELOPMENT		
ECONOMIC DEV. ASSISTANCE A... ECONOMIC DEVELOPMENT		1,500,000.00
Fund 224 - ECONOMIC DEVELOPMENT Total:		1,500,000.00
Vendor 09998 - PRIME METAL PRODUCTS INC Total:		1,500,000.00
Vendor: 00266 - QUILL CORPORATION		
Fund: 111 - GENERAL		
PD DEPT SUPP	DEPARTMENT SUPPLIES	83.44
PD INVEST SUPP	INVESTIGATIVE EXPENSES	189.93
PD DEPT SUPP	DEPARTMENT SUPPLIES	198.96
PD DEPT SUPP	DEPARTMENT SUPPLIES	26.95
Fund 111 - GENERAL Total:		499.28
Vendor 00266 - QUILL CORPORATION Total:		499.28
Vendor: 04089 - REGIONAL CARE INC		
Fund: 812 - HEALTH INSURANCE		
FLEX FUNDING	FLEXIBLE BENFT EXPENSES	595.30
CLAIMS	CLAIMS EXPENSE	4,834.02
FLEX FUNDING	FLEXIBLE BENFT EXPENSES	216.00
Fund 812 - HEALTH INSURANCE Total:		5,645.32
Vendor 04089 - REGIONAL CARE INC Total:		5,645.32
Vendor: 00364 - REGIONAL WEST MEDICAL CENTER		
Fund: 111 - GENERAL		
MEDICAL BAG SUPPLIES - TOW...	DEPARTMENT SUPPLIES	52.90
Fund 111 - GENERAL Total:		52.90
Vendor 00364 - REGIONAL WEST MEDICAL CENTER Total:		52.90
Vendor: 04648 - RODNEY HORST		
Fund: 621 - ENVIRONMENTAL SERVICES		
NEW WORK BOOTS	UNIFORMS & CLOTHING	99.99
Fund 621 - ENVIRONMENTAL SERVICES Total:		99.99
Vendor 04648 - RODNEY HORST Total:		99.99
Vendor: 10041 - RODRIGUEZ JOSE R		
Fund: 111 - GENERAL		
PD TOWING	CONTRACTUAL SERVICES	75.00
Fund 111 - GENERAL Total:		75.00
Vendor 10041 - RODRIGUEZ JOSE R Total:		75.00

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Description (Payable)	Account Name	Amount
Vendor: 04233 - ROTHERHAM, DAVID		
Fund: 631 - WASTEWATER		
LICENSE & PERMITS	LICENSE/PERMITS	115.00
LICENSE & PERMITS	LICENSE/PERMITS	115.00
SCHOOLS & CONF	SCHOOL & CONFERENCE	75.00
SCHOOLS & CONF	SCHOOL & CONFERENCE	90.00
LICENSE & PERMITS	LICENSE/PERMITS	150.00
Fund 631 - WASTEWATER Total:		545.00
Vendor 04233 - ROTHERHAM, DAVID Total:		545.00
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: 00257 - SANDBERG IMPLEMENT, INC		
Fund: 111 - GENERAL		
EQUIP MAINT PARK	EQUIPMENT MAINTENANCE	20.17
EQUIP MAINT PARK	EQUIPMENT MAINTENANCE	2.37
GROUND MAINT PARK	GROUNDS MAINTENANCE	65.23
ADJUST CARBURETOR ON SAW	EQUIPMENT MAINTENANCE	19.60
Fund 111 - GENERAL Total:		107.37
Fund: 213 - CEMETERY		
DEPT SUPP CEM	DEPARTMENT SUPPLIES	34.67
Fund 213 - CEMETERY Total:		34.67
Fund: 631 - WASTEWATER		
EQUIP MAINT	EQUIPMENT MAINTENANCE	561.00
Fund 631 - WASTEWATER Total:		561.00
Fund: 725 - CENTRAL GARAGE		
PARKS #324- SPINDEL ASSY	EQUIPMENT MAINTENANCE	430.44
Fund 725 - CENTRAL GARAGE Total:		430.44
Vendor 00257 - SANDBERG IMPLEMENT, INC Total:		1,133.48
Vendor: 02531 - SCB FIREFIGHTERS UNION LOCAL 1454		
Fund: 713 - CASH & INVESTMENT POOL		
FIRE EE DUES	FIRE UNION DUES EE PAY	300.00
Fund 713 - CASH & INVESTMENT POOL Total:		300.00
Vendor 02531 - SCB FIREFIGHTERS UNION LOCAL 1454 Total:		300.00
Vendor: 00273 - SCOTTSBLUFF POLICE OFFICERS ASSOCIATION		
Fund: 713 - CASH & INVESTMENT POOL		
POLICE EE DUES	POL UNION DUES EE PAY	1,092.00
Fund 713 - CASH & INVESTMENT POOL Total:		1,092.00
Vendor 00273 - SCOTTSBLUFF POLICE OFFICERS ASSOCIATION Total:		1,092.00
Vendor: 00021 - SIMMONS OLSEN LAW FIRM, P.C.		
Fund: 111 - GENERAL		
PD CONTRACT	CONTRACTUAL SERVICES	4,167.18
CONTRACTUAL SERV	CONTRACTUAL SERVICES	378.00
CONTRACTUAL SERV	CONTRACTUAL SERVICES	6,264.61
CONTRACTUAL SERV	PATHWAY	553.50
Fund 111 - GENERAL Total:		11,363.29
Fund: 224 - ECONOMIC DEVELOPMENT		
CONTRACTUAL SERV	CONTRACTUAL SERVICES	480.00
Fund 224 - ECONOMIC DEVELOPMENT Total:		480.00
Fund: 621 - ENVIRONMENTAL SERVICES		
CONTRACTUAL SERV	CONTRACTUAL SERVICES	1,039.50
Fund 621 - ENVIRONMENTAL SERVICES Total:		1,039.50
Vendor 00021 - SIMMONS OLSEN LAW FIRM, P.C. Total:		12,882.79

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Description (Payable)	Account Name	Amount
Vendor: 00054 - STATE HEALTH LAB		
Fund: 641 - WATER		
SAMPLES	SAMPLES	272.00
	Fund 641 - WATER Total:	272.00
	Vendor 00054 - STATE HEALTH LAB Total:	272.00
Vendor: 06161 - STEVE SCHANAMAN		
Fund: 641 - WATER		
LICENSE & PERMITS	LICENSE/PERMITS	115.00
LICENSE & PERMITS	SCHOOL & CONFERENCE	115.00
SCHOOLS & CONF	SCHOOL & CONFERENCE	75.00
	Fund 641 - WATER Total:	305.00
	Vendor 06161 - STEVE SCHANAMAN Total:	305.00
Vendor: 09542 - SUBWAY 6906		
Fund: 111 - GENERAL		
LUNCH - CIVIL SERVICE - PATROL...RECRUITMENT		45.00
2/22/19 CIVIL SERVICE TESTING ...RECRUITMENT		37.21
	Fund 111 - GENERAL Total:	82.21
	Vendor 09542 - SUBWAY 6906 Total:	82.21
Vendor: 09343 - SUNSET LAW ENFORCEMENT, LTD		
Fund: 111 - GENERAL		
PD FIREARMS	FIREARMS SUPPLIES	3,788.96
	Fund 111 - GENERAL Total:	3,788.96
	Vendor 09343 - SUNSET LAW ENFORCEMENT, LTD Total:	3,788.96
Vendor: 01578 - THOMPSON GLASS, INC		
Fund: 111 - GENERAL		
INSTALLATION OF ENGINE 1 WI... DEPARTMENT SUPPLIES		50.00
	Fund 111 - GENERAL Total:	50.00
	Vendor 01578 - THOMPSON GLASS, INC Total:	50.00
Vendor: 08002 - TOYOTA MOTOR CREDIT CORPORATION		
Fund: 218 - PUBLIC SAFETY		
PD HIDTA TOYOTA	DEPARTMENT SUPPLIES	343.53
	Fund 218 - PUBLIC SAFETY Total:	343.53
	Vendor 08002 - TOYOTA MOTOR CREDIT CORPORATION Total:	343.53
Vendor: 08821 - TYLER TECHNOLOGIES, INC		
Fund: 111 - GENERAL		
LICENSE FEE - SIGNATURE (RAY... CONTRACTUAL SERVICES		138.00
	Fund 111 - GENERAL Total:	138.00
	Vendor 08821 - TYLER TECHNOLOGIES, INC Total:	138.00
Vendor: 06358 - UNDERWRITERS LABORATORIES INC		
Fund: 111 - GENERAL		
GROUND LADDER AND AERIAL ... EQUIPMENT MAINTENANCE		2,700.55
	Fund 111 - GENERAL Total:	2,700.55
	Vendor 06358 - UNDERWRITERS LABORATORIES INC Total:	2,700.55
Vendor: 09865 - UNION BANK & TRUST		
Fund: 713 - CASH & INVESTMENT POOL		
RETIREMENT	REGULAR RETIRE EE PAY	7,215.64
RETIREMENT	REGULAR RETIRE EE PAY	7,491.10
RETIREMENT	DEFERRED COMP EE PAY	790.00
RETIREMENT	DEFERRED COMP EE PAY	1,742.62
RETIREMENT	RETIRE FIRE EE PAYABLE	3,047.10
RETIREMENT	RETIRE POLICE EE PAY	6,340.56
RETIREMENT	RETIRE POLICE EE PAY	5,949.92
	Fund 713 - CASH & INVESTMENT POOL Total:	32,576.94
	Vendor 09865 - UNION BANK & TRUST Total:	32,576.94

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Description (Payable)	Account Name	Amount
Vendor: 09840 - UNITED STATES WELDING		
Fund: 212 - TRANSPORTATION		
5 YEAR LEASE FOR OXYGEN & A...	RENT-MACHINES	1,045.00
Fund 212 - TRANSPORTATION Total:		1,045.00
Vendor 09840 - UNITED STATES WELDING Total:		1,045.00
Vendor: 01894 - VAN DIEST SUPPLY COMPANY		
Fund: 212 - TRANSPORTATION		
MOSQUITO BRIQUETS	DEPARTMENT SUPPLIES	2,257.20
Fund 212 - TRANSPORTATION Total:		2,257.20
Vendor 01894 - VAN DIEST SUPPLY COMPANY Total:		2,257.20
Vendor: 10125 - WALTER WADE		
Fund: 641 - WATER		
LICENSE & PERMITS	LICENSE/PERMITS	115.00
LICENSE & PERMITS	LICENSE/PERMITS	115.00
Fund 641 - WATER Total:		230.00
Vendor 10125 - WALTER WADE Total:		230.00
Vendor: 06089 - WESTERN COOPERATIVE COMPANY		
Fund: 111 - GENERAL		
DEPT SUPP PARK	DEPARTMENT SUPPLIES	1,648.12
Fund 111 - GENERAL Total:		1,648.12
Fund: 631 - WASTEWATER		
DEPT SUP	DEPARTMENT SUPPLIES	106.66
Fund 631 - WASTEWATER Total:		106.66
Vendor 06089 - WESTERN COOPERATIVE COMPANY Total:		1,754.78
Vendor: 00344 - WESTERN PATHOLOGY CONSULTANTS, INC		
Fund: 111 - GENERAL		
RANDOM DOT TESTING	CONTRACTUAL SERVICES	203.75
Fund 111 - GENERAL Total:		203.75
Vendor 00344 - WESTERN PATHOLOGY CONSULTANTS, INC Total:		203.75
Vendor: 04430 - WESTERN TRAVEL TERMINAL, LLC		
Fund: 111 - GENERAL		
PD VEH MAINT	VEHICLE MAINTENANCE	372.00
VEHICLE WASH UNIT 2	DEPARTMENT SUPPLIES	13.00
Fund 111 - GENERAL Total:		385.00
Fund: 641 - WATER		
VEHICLE MAINT	VEHICLE MAINTENANCE	26.00
Fund 641 - WATER Total:		26.00
Vendor 04430 - WESTERN TRAVEL TERMINAL, LLC Total:		411.00
Vendor: 09890 - WRIGHT WESLEY		
Fund: 641 - WATER		
LICENSE & PERMITS	LICENSE/PERMITS	59.50
LICENSE & PERMITS	LICENSE/PERMITS	115.00
Fund 641 - WATER Total:		174.50
Vendor 09890 - WRIGHT WESLEY Total:		174.50
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
Fund 713 - CASH & INVESTMENT POOL Total:		765.00
Vendor 02057 - YOUNG MEN'S CHRISTIAN ASSOCIATION OF SCOTTSBLUFF, NE Total:		765.00

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Description (Payable)	Account Name	Amount
Vendor: 09417 - ZAMARRIPA, CHRIS		
Fund: 212 - TRANSPORTATION		
RE-IMBURSEMENT FOR CDL LIC... MISCELLANEOUS		58.10
	Fund 212 - TRANSPORTATION Total:	58.10
	Vendor 09417 - ZAMARRIPA, CHRIS Total:	58.10
	Grand Total:	2,013,241.33

Report Summary

Fund Summary

Fund	Expense Amount	Payment Amount
111 - GENERAL	45,454.20	437.59
212 - TRANSPORTATION	42,636.92	0.00
213 - CEMETERY	1,298.54	0.00
215 - SPECIAL PROJECTS	2,555.50	0.00
216 - BUSINESS IMPROVEMENT	85.42	0.00
218 - PUBLIC SAFETY	343.53	0.00
223 - KENO	124.98	0.00
224 - ECONOMIC DEVELOPMENT	1,500,570.19	0.00
621 - ENVIRONMENTAL SERVICES	105,928.43	0.00
631 - WASTEWATER	114,499.07	0.00
641 - WATER	59,269.91	0.00
661 - STORMWATER	2,531.82	0.00
713 - CASH & INVESTMENT POOL	130,620.19	130,620.19
721 - GIS SERVICES	34.31	0.00
725 - CENTRAL GARAGE	1,643.00	0.00
812 - HEALTH INSURANCE	5,645.32	5,645.32
Grand Total:	2,013,241.33	136,703.10

Account Summary

Account Number	Account Name	Expense Amount	Payment Amount
111-51281-142	DISABILITY INSURANCE	437.59	437.59
111-52111-111	DEPARTMENT SUPPLIES	90.83	0.00
111-52111-141	DEPARTMENT SUPPLIES	1,443.67	0.00
111-52111-142	DEPARTMENT SUPPLIES	471.43	0.00
111-52111-171	DEPARTMENT SUPPLIES	1,695.11	0.00
111-52121-141	JANITORIAL SUPPLIES	81.77	0.00
111-52121-142	JANITORIAL SUPPLIES	81.77	0.00
111-52121-151	JANITORIAL SUPPLIES	385.19	0.00
111-52162-142	FIREARMS SUPPLIES	3,788.96	0.00
111-52163-142	INVESTIGATIVE EXPENSES	189.93	0.00
111-52181-142	UNIFORMS & CLOTHING	571.20	0.00
111-52222-121	BOOKS	33.45	0.00
111-52222-151	BOOKS	19.14	0.00
111-52225-151	SUBSCRIPTIONS	1,094.00	0.00
111-52511-111	GASOLINE	65.67	0.00
111-52511-121	GASOLINE	53.07	0.00
111-52511-141	GASOLINE	52.64	0.00
111-52511-142	GASOLINE	2,069.63	0.00
111-52511-143	GASOLINE	118.00	0.00
111-52511-171	GASOLINE	1,078.62	0.00
111-52521-171	OTHER FUEL	1,595.59	0.00
111-53111-112	CONTRACTUAL SERVICES	203.75	0.00
111-53111-114	CONTRACTUAL SERVICES	6,642.61	0.00
111-53111-115	CONTRACTUAL SERVICES	39.99	0.00
111-53111-116	CONTRACTUAL SERVICES	1,476.75	0.00
111-53111-142	CONTRACTUAL SERVICES	4,642.18	0.00
111-53111-151	CONTRACTUAL SERVICES	10.75	0.00
111-53121-112	CONSULTING SERVICES	71.00	0.00
111-53121-142	CONSULTING SERVICES	100.00	0.00
111-53161-115	LEGAL PUBLICATIONS	195.84	0.00
111-53161-121	LEGAL PUBLICATIONS	40.41	0.00
111-53421-151	BUILDING MAINTENANCE	500.00	0.00
111-53421-172	BUILDING MAINTENANCE	182.00	0.00
111-53441-111	EQUIPMENT MAINTENAN...	86.28	0.00
111-53441-141	EQUIPMENT MAINTENAN...	2,720.15	0.00
111-53441-171	EQUIPMENT MAINTENAN...	37.54	0.00
111-53451-141	VEHICLE MAINTENANCE	693.67	0.00

Account Summary

Account Number	Account Name	Expense Amount	Payment Amount
111-53451-142	VEHICLE MAINTENANCE	372.00	0.00
111-53471-171	GROUNDS MAINTENANCE	1,344.29	0.00
111-53511-111	ELECTRICITY	306.12	0.00
111-53511-141	ELECTRICITY	829.77	0.00
111-53511-142	ELECTRICITY	880.76	0.00
111-53511-143	ELECTRICITY	242.40	0.00
111-53511-151	ELECTRICITY	1,721.80	0.00
111-53511-171	ELECTRICITY	2,440.71	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	1,186.51	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
111-53711-115	SCHOOL & CONFERENCE	50.00	0.00
111-53913-112	RECRUITMENT	632.31	0.00
111-54391-171	PATHWAY	553.50	0.00
212-52111-212	DEPARTMENT SUPPLIES	8,618.98	0.00
212-52511-212	GASOLINE	176.90	0.00
212-52521-212	OTHER FUEL	390.94	0.00
212-52531-212	OIL & ANTIFREEZE	119.85	0.00
212-52999-212	MISCELLANEOUS	115.60	0.00
212-53111-212	CONTRACTUAL SERVICES	1,743.86	0.00
212-53511-212	ELECTRICITY	1,561.11	0.00
212-53531-212	ELECTRIC POWER	28,200.34	0.00
212-53551-212	STREET LIGHTS	116.26	0.00
212-53561-212	PHONE & INTERNET	548.08	0.00
212-53631-212	RENT-MACHINES	1,045.00	0.00
213-52111-213	DEPARTMENT SUPPLIES	302.36	0.00
213-53161-213	LEGAL PUBLICATIONS	649.00	0.00
213-53511-213	ELECTRICITY	277.35	0.00
213-53561-213	PHONE & INTERNET	69.83	0.00
215-52931-111	INSURED REPAIRS/REPLA...	2,555.50	0.00
216-53551-000	STREET LIGHTS	85.42	0.00
218-52111-142	DEPARTMENT SUPPLIES	343.53	0.00
223-53111-113	CONTRACTUAL SERVICES	124.98	0.00
224-52511-113	GASOLINE	21.86	0.00
224-53111-113	CONTRACTUAL SERVICES	480.00	0.00
224-53561-113	PHONE & INTERNET	68.33	0.00
224-59111-114	ECONOMIC DEVELOPME...	1,500,000.00	0.00
621-52111-621	DEPARTMENT SUPPLIES	39.00	0.00
621-52181-621	UNIFORMS & CLOTHING	249.99	0.00
621-52511-621	GASOLINE	168.97	0.00
621-52521-621	OTHER FUEL	4,407.22	0.00
621-53111-621	CONTRACTUAL SERVICES	8,015.88	0.00
621-53161-621	LEGAL PUBLICATIONS	1,713.08	0.00
621-53193-621	DISPOSAL FEES	89,337.88	0.00
621-53451-621	VEHICLE MAINTENANCE	1,243.16	0.00
621-53511-621	ELECTRICITY	533.03	0.00
621-53561-621	PHONE & INTERNET	220.22	0.00

Account Summary

Account Number	Account Name	Expense Amount	Payment Amount
631-52111-631	DEPARTMENT SUPPLIES	1,014.16	0.00
631-52511-631	GASOLINE	54.95	0.00
631-52521-631	OTHER FUEL	68.41	0.00
631-53111-631	CONTRACTUAL SERVICES	1,103.54	0.00
631-53441-631	EQUIPMENT MAINTENAN...	1,172.00	0.00
631-53511-631	ELECTRICITY	1,105.48	0.00
631-53531-631	ELECTRIC POWER	120.84	0.00
631-53561-631	PHONE & INTERNET	208.85	0.00
631-53571-631	CELLULAR PHONE	43.28	0.00
631-53711-631	SCHOOL & CONFERENCE	165.00	0.00
631-54311-631	STRUCTURES	109,003.06	0.00
631-59211-631	LICENSE/PERMITS	439.50	0.00
641-52111-641	DEPARTMENT SUPPLIES	223.82	0.00
641-52117-641	SAMPLES	456.00	0.00
641-52411-641	POSTAGE	102.06	0.00
641-52511-641	GASOLINE	221.70	0.00
641-52611-641	CHEMICALS	1,977.75	0.00
641-53111-641	CONTRACTUAL SERVICES	954.08	0.00
641-53451-641	VEHICLE MAINTENANCE	26.00	0.00
641-53511-641	ELECTRICITY	113.71	0.00
641-53531-641	ELECTRIC POWER	387.65	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	66.18	0.00
641-53711-641	SCHOOL & CONFERENCE	190.00	0.00
641-54311-641	STRUCTURES	34,818.51	0.00
641-54411-641	EQUIPMENT	18,990.00	0.00
641-59211-641	LICENSE/PERMITS	519.50	0.00
661-53111-661	CONTRACTUAL SERVICES	2,497.50	0.00
661-53561-661	PHONE & INTERNET	34.32	0.00
713-21512	MEDICARE W/H EE PAYAB...	8,081.56	8,081.56
713-21513	FICA W/H EE PAYABLE	28,797.32	28,797.32
713-21514	FED W/H EE PAYABLE	24,612.51	24,612.51
713-21515	STATE W/H EE PAYABLE	19,963.95	19,963.95
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	564.89	564.89
713-21524	SMEC EE PAYABLE	130.50	130.50
713-21527	WAGE ATTACHMENT EE ...	132.76	132.76
713-21528	REGULAR RETIRE EE PAY	14,706.74	14,706.74
713-21529	DEFERRED COMP EE PAY	2,532.62	2,532.62
713-21531	RETIRE FIRE EE PAYABLE	3,047.10	3,047.10
713-21533	RETIRE POLICE EE PAY	12,290.48	12,290.48
713-21534	DIS INC INS EE PAYABLE	750.68	750.68
713-21539	CHILD SUPPORT EE PAY	1,654.68	1,654.68
713-21540	YMCA PAY EE	765.00	765.00
713-21541	HSA EE PAYABLE	10,489.50	10,489.50
713-21723	LIFE INS ER PAYABLE	707.90	707.90
721-53561-721	PHONE & INTERNET	34.31	0.00
725-52111-725	DEPARTMENT SUPPLIES	63.09	0.00
725-53441-725	EQUIPMENT MAINTENAN...	1,160.84	0.00
725-53511-725	ELECTRICITY	384.07	0.00
725-53561-725	PHONE & INTERNET	35.00	0.00
812-53862-112	CLAIMS EXPENSE	4,834.02	4,834.02
812-53863-112	FLEXIBLE BENFT EXPENSES	811.30	811.30
Grand Total:		2,013,241.33	136,703.10

Project Account Summary

Project Account Key	Expense Amount	Payment Amount
None	2,007,685.50	136,703.10
1114043152	343.53	0.00
2118652931	2,555.50	0.00
2123153111	124.98	0.00
6002053111	1,927.50	0.00
6002053561	34.32	0.00
6002553111	570.00	0.00
Grand Total:	2,013,241.33	136,703.10

UTILITY REFUND 6-15-2020

Account #	Contact	Service Address	efund Amount
015-5331-10	THOMAS MCCLURE	538 W 42ND ST SCOTTSBLUFF NE 69361	8.77
1			\$8.77

City of Scottsbluff, Nebraska

Monday, June 15, 2020

Regular Meeting

Item Public Inp1

Council to make a recommendation to the Nebraska Liquor Control Commission naming Doug Ferreyra as the Liquor License Manager of Wal-Mart Inc., dba Wal-Mart 867, 3322 Avenue I, Scottsbluff.

Staff Contact: Kim Wright, City Clerk



Pete Ricketts
Governor

STATE OF NEBRASKA
NEBRASKA LIQUOR CONTROL COMMISSION

Hobert B. Rupe
Executive Director
301 Centennial Mall South, 5th Floor
P.O. Box 95046
Lincoln, Nebraska, 68509-5046
Phone (402) 471-2571
Fax (402) 471-2814 or (402) 471-2374
TSR USER 800-833-7252 (TTY)
Web Address <http://www.lcc.nebraska.gov/>

May 21, 2020

To: CITY CLERK OF SCOTTSBLUFF
Email: COMPLIC@WAL-MART.COM
Manager Name: DOUG FERREYRA
Licensee Name: WALMART INC
Licensee Trade Name (DBA): WALMART 867
License Number: D-057128
Date Due: 07-06-2020

I have attached a copy of a new corporate manager application that was submitted to the Nebraska Liquor Control Commission. Please complete the following information below to indicate your recommendation. Send back to Mary Beth Olson at mary.olson@nebraska.gov or fax to (402) 471-2814. If you have questions concerning this matter, please contact our office at (402) 471-4893.

_____ APPROVED
_____ NO LOCAL RECOMMENDATION
_____ DENIED

COMMENTS: (YOU MAY ATTACH MINUTES AND/OR ADDITIONAL NOTES)

Clerk Signature: _____ Date: _____

MBO

Janice M. Wiebusch
Commissioner

Bruce Bailey
Chairman

Harry Hoch
Commissioner

An Equal Opportunity Employer

**MANAGER APPLICATION
INSERT - FORM 3c**

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

Office Use

RECEIVED

MAY 15 2020

**NEBRASKA LIQUOR
CONTROL COMMISSION**

Manager must:

- Complete all sections of the application. Be sure it is signed by a **corporate officer**, corporate officer must be an individual on file with the Liquor Control Commission
- Fingerprints are required. See Form 147 for further information, this form **MUST** be included with your application.
- Provide a copy of one of the following: US birth certificate, naturalization papers or current US passport (even if you have provided this before)
- Be a registered voter in the State of Nebraska, include a copy of voter card with application

Spouse who will not participate in the business, spouse must:

- Complete the Spousal Affidavit of Non Participation Insert (must be notarized). The non-participating spouse completes the top half; the manager completes the bottom half. **Be sure to complete both halves of this form.**
- Need not answer question #1 of the application

Spouse who will participate in the business, the spouse must:

- Sign the application
- Fingerprints are required. See Form 147 for further information, this form **MUST** be included with your application.
- Provide a copy of one of the following: birth certificate, naturalization papers or current US passport (even if you have provided this before)
- Be a registered voter in the state of Nebraska, include a copy of voter card with application
- Spousal Affidavit of Non Participation Insert **not** required



Form 103
REV JAN 2015
Page 1 of 6

**MANAGER APPLICATION
INSERT - FORM 3c**

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

Office Use

RECEIVED

MAY 15 2020

**NEBRASKA LIQUOR
CONTROL COMMISSION**

MUST BE:

- ✓ **Citizen of the United States. Include copy of US birth certificate, naturalization paper or current US passport**
- ✓ **Nebraska resident. Include copy of voter registration in the State of Nebraska**
- ✓ **Fingerprinted. See Form 147 for further information, this form **MUST** be included with your application.**
- ✓ **21 years of age or older**

Name of Corporation/LLC: Walmart Inc.

Premise Information:

Liquor License Number: 057128 **Class Type** D (if new application leave blank)

Premise Trade Name/DBA: Walmart 867

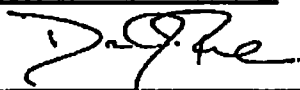
Premise Street Address: 3322 Avenue I

City: Scottsbluff **County:** Scotts Bluff **Zip Code:** 69361867

Premise Phone Number: 308-632-2666

Email address: complic@wal-mart.com

The individual whose name is listed as a corporate officer or managing member as reported on insert form 3a or 3b or listed with the Commission. Click on this link to see authorized individuals.
http://www.lcc.ne.gov/license_search/licsearch.cgi



SIGNATURE REQUIRED BY CORPORATE OFFICER / MANAGING MEMBER
(Faxed signatures are acceptable)

Form 101
REV JAN 2015
Page 2 of 4

Manager's information must be completed below. PLEASE PRINT CLEARLY.

Last Name: Ferreyra First Name: Doug MI: D
Home Address (include PO Box if applicable): 2970 Monument Shadows
City: Gering County: Scottsbluff Zip Code: 69341
Home Phone Number: 308-644-3001 Business Phone Number: 308-632-2666
Social Security Number: _____ Drivers License Number & State: _____
Date Of Birth: 02/04/1968 Place Of Birth: Scottsbluff, NE
Email address: dougferreyra@hotmail.com

☒ YES

☐ NO

Spouses Last Name: Ferreyra First Name: Jodi MI: K
Social Security Number: _____ Drivers License Number & State: _____
Date Of Birth: 10/02/1968 Place Of Birth: Scottsbluff, NE

CITY & STATE	YEAR FROM	YEAR TO	CITY & STATE	YEAR FROM	YEAR TO
<u>Gering, NE</u>	<u>2018</u>	<u>2020</u>	<u>Gering, NE</u>	<u>2001</u>	<u>2020</u>
<u>Lexington, NE</u>	<u>2015</u>	<u>2018</u>			
<u>Gering, NE</u>	<u>2001</u>	<u>2015</u>			

YEAR FROM TO	NAME OF EMPLOYER	NAME OF SUPERVISOR	TELEPHONE NUMBER
1988 2020	Wal-Mart	Mike Graddy	1-508-440-3739

1. READ CAREFULLY. ANSWER COMPLETELY AND ACCURATELY.

Must be completed by both applicant and spouse, unless spouse has filed an affidavit of non-participation.

Has anyone who is a party to this application, or their spouse, EVER been convicted of or plead guilty to any charge. Charge means any charge alleging a felony, misdemeanor, violation of a federal or state law; a violation of a local law, ordinance or resolution. List the nature of the charge, where the charge occurred and the year and month of the conviction or plea. Also list any charges pending at the time of this application. If more than one party, please list charges by each individual's name.

☒ YES ☐ NO

If yes, please explain below or attach a separate page.

Name of Applicant	Date of Conviction (mm/yyyy)	Where Convicted (City & State)	Description of Charge	Disposition
1				
Doug Ferreyra	09/1996	Scottsbluff, NE	Failure to Yield	Fine / Diversion

2. Have you or your spouse ever been approved or made application for a liquor license in Nebraska or any other state?

☒ YES ☐ NO

IF YES, list the name of the premise(s):

Wal-Mart Lexington, NE

3. Do you, as a manager, qualify under Nebraska Liquor Control Act (§53-131.01) and do you intend to supervise, in person, the management of the business?

☒ YES ☐ NO

4. List the alcohol related training and/or experience (when and where) of the person making application.

*NLCC Training Certificate Issued: N/A Name on Certificate: _____

Applicant Name	Date (mm/yyyy)	Name of program (attach copy of course completion certificate)

*For list of NLCC Certified Training Programs see www.lcc.nc.gov/traininginfo.html

Experience:

Applicant Name / Job Title	Date of Employment:	Name & Location of Business:

5. Have you enclosed Form 147 regarding fingerprints?

☒ YES ☐ NO

The above individual(s), being first duly sworn upon oath, deposes and states that the undersigned is the applicant and/or spouse of applicant who makes the above and foregoing application that said application has been read and that the contents thereof and all statements contained therein are true. If any false statement is made in any part of this application, the applicant(s) shall be deemed guilty of perjury and subject to penalties provided by law. (Sec §53-131.01) Nebraska Liquor Control Act.

The undersigned applicant hereby consents to an investigation of his/her background including all records of every kind and description including police records, tax records (State and Federal), and bank or lending institution records, and said applicant and spouse waive any rights or causes of action that said applicant or spouse may have against the Nebraska Liquor Control Commission and any other individual disclosing or releasing said information to the Nebraska Liquor Control Commission. If spouse has **NO** interest directly or indirectly, a spousal affidavit of non participation may be attached.

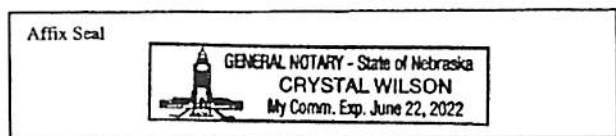
The undersigned understand and acknowledge that any license issued, based on the information submitted in this application, is subject to cancellation if the information contained herein is incomplete, inaccurate, or fraudulent.

Douglas D. Ferrerya Jodi K. Ferrerya
Signature of Manager Applicant Signature of Spouse

ACKNOWLEDGEMENT

State of Nebraska Scotts Bluff
County of The foregoing instrument was acknowledged before me this
March 19, 2020 by Douglas & Jodi Ferrerya
date name of person acknowledged

Crystal Wilson
Notary Public signature



In compliance with the ADA, this application is available in other formats for persons with disabilities. A ten day advance period is required in writing to produce the alternate format.

**SPOUSAL AFFIDAVIT OF
NON PARTICIPATION INSERT**

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

Office Use

RECEIVED

MAY 15 2020

**NEBRASKA LIQUOR
CONTROL COMMISSION**



I acknowledge that I am the spouse of a liquor license holder. My signature below confirms that I will not have any interest, directly or indirectly in the operation of the business (§53-125(13)) of the Liquor Control Act. I will not tend bar, make sales, serve patrons, stock shelves, write checks, sign invoices, represent myself as the owner or in any way participate in the day to day operations of this business in any capacity. The penalty guideline for violation of this affidavit is cancellation of the liquor license.



I acknowledge that I am the applicant of the non-participating spouse of the individual signing below. I understand that my spouse and I are responsible for compliance with the conditions set out above. If, it is determined that my spouse has violated (§53-125(13)) the commission may cancel or revoke the liquor license.

Jodi K. Ferreyra
Signature of **NON-PARTICIPATING SPOUSE**

Jodi K. Ferreyra
Print Name

Douglas D. Ferreyra
Signature of **APPLICANT**

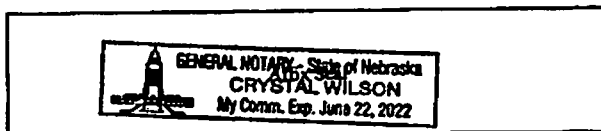
Douglas D. Ferreyra
Print Name

State of Nebraska, County of Scotts Bluff

The foregoing instrument was acknowledged before me
this March 19, 2020 (date)

by Jodi K. Ferreyra
Name of person acknowledged
(Individual signing document)

Crystal Wilson
Notary Public Signature

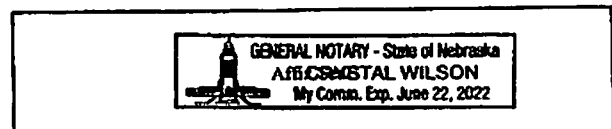


State of Nebraska, County of Scotts Bluff

The foregoing instrument was acknowledged before me
this March 19, 2020 (date)

by Douglas Ferreyra
Name of person acknowledged
(Individual signing document)

Crystal Wilson
Notary Public Signature



In compliance with the ADA, this spousal affidavit of non participation is available in other formats for persons with disabilities.
A ten day advance period is requested in writing to produce the alternate format.

FORM 116
REV NOV 2016
Page | 1

**CERTIFICATE
OF COMPLETION**

This certificate is awarded to

DOUG FERREYRA

for successfully completing

Alcohol Sales Training

July 10, 2019

Completion Date





Licensing Compliance
702 SW 8th Street, Dept 8916
Bentonville, AR, 72716
Mailstop 0500
jessica.burns@walmart.com
Phone: 479-258-7034
Fax: 479-204-9864

May 14, 2020

To Whom It May Concern,

RE: Liquor License Manager Change

Please find the attached manager change paperwork and attachments for Walmart

#867. License#:057128. If you have any questions or concerns please feel free to give me a call.

Sincerely,

Jessica Noyes

Licensing Compliance Specialist

RECEIVED

MAY 15 2020

NEBRASKA LIQUOR
CONTROL COMMISSION

Memo

To: Rick Kuckkahn, City Manager
From: Kevin E Spencer, Chief of Police
CC: liquor file
Date: June 8, 2020
Re: Manager Application – Doug D. Ferreyra, Walmart Inc. 3322 Ave I Scottsbluff, NE License number D-57128

The applicant, Doug Ferreyra, was investigated for suitability as the manager of Walmart's liquor license. Nothing was discovered that would prohibit him from holding a manager's position under the license. Doug disclosed receiving a Failure to Yield citation in Scottsbluff in 1996, nothing further was found.

Doug explained Walmart's processes relating to their handling of alcohol. Doug told me that all of Walmart's employees have to take an alcohol class every six months no matter their job responsibilities. Doug further explained, that any of the employees are expected to run a register if needed so they all have to complete the course. Doug told us that the alcohol vendors complete an order and then present it to the store manager for approval. The vendors then put their own products on the shelf with the overstock in a specific area of the warehouse that is under surveillance. Doug said that anyone selling alcohol to a minor would be terminated. Doug said that the registers prompt the clerk to check identification once alcohol is scanned, adding, if a customer is at a self-checkout the transaction is stopped until a host can approve the sell.

Wal-Mart currently has a robust video system that covers most areas in the store and parking lot. Wal-Mart is open from 07:00 am to 08:30 pm, except for Tuesdays they open at 06:00 am for senior and handicapped shopping.

I have found no information that would indicate that Doug Ferreyra is not fit, willing and able to manage the Wal-Mart Liquor License.

Respectfully,



Kevin E Spencer
Chief of Police
City of Scottsbluff

City of Scottsbluff, Nebraska

Monday, June 15, 2020

Regular Meeting

Item Public Inp2

Council to discuss and consider action on a Community Festival Permit for the Downtown Scottsbluff Assoc. at the 18th St. Plaza, including vendors, street closure and noise permit for the Bands on Broadway Summer Series to be held on July 2nd, 9th, 16th, 23rd, 30th, August 6th & 13th; 6:00-9:00 p.m.

Staff Contact: Starr Lehl, Economic Development Director

**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.

Downtown Scottsbluff Association – Bands on Broadway Committee

1. _____
(name of sponsoring organization)
1926 Broadway Scottsbluff NE (308)635-8609
- _____
(street) (city) (state) (telephone number)
Angela Scanlan (308)765-0599 Richard Castro (308)632-3833 Starr Lehl (308)641-3724
- _____
(chairperson responsible for event) (day telephone number)

2. _____
(name of co-sponsoring organization)
- _____
(street) (city) (state) (telephone number)
- _____
(contact person) (day telephone number)

3. Event Information

Bands on Broadway

- _____
(name of event)
July 2, July 9, July 16, July 23, July 30, August 6 and August 13, 2020 6:00-9:00 p.m.
- _____
(date(s) of event) (time(s) of event)
18th Street Plaza including Broadway between 18th and 19th Streets
- _____
(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.)

Bands on Broadway is a 7 week Summer Concert Series designed to be a community event and a way to bring citizens to the downtown area. There will be a variety of bands performing each week and food trucks available

*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

On July 2nd only, we are requesting that Broadway be closed between 17th and 19th Streets to accommodate a Kiddie Parade in these two blocks. This is only if the Directed Health Measures will allow parades at that time. The remainder of the dates, we are requesting only Broadway between 18th and 19th be closed for pedestrian safety.

Please note any streets to be closed and the times required for closure

6. Flags/Banners/Signs

We are proposing a banner be hung on Broadway advertising the event.

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

7. Have you provided for a public liability insurance policy naming the City as additional insured? Yes _____X_____ No _____

Community Festival/Business Promotion

\$200,000 for one person
\$500,000 for any one accident
\$ 50,000 for injuries to property

Street Carnival

\$ 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.

Dated: 6-11-20

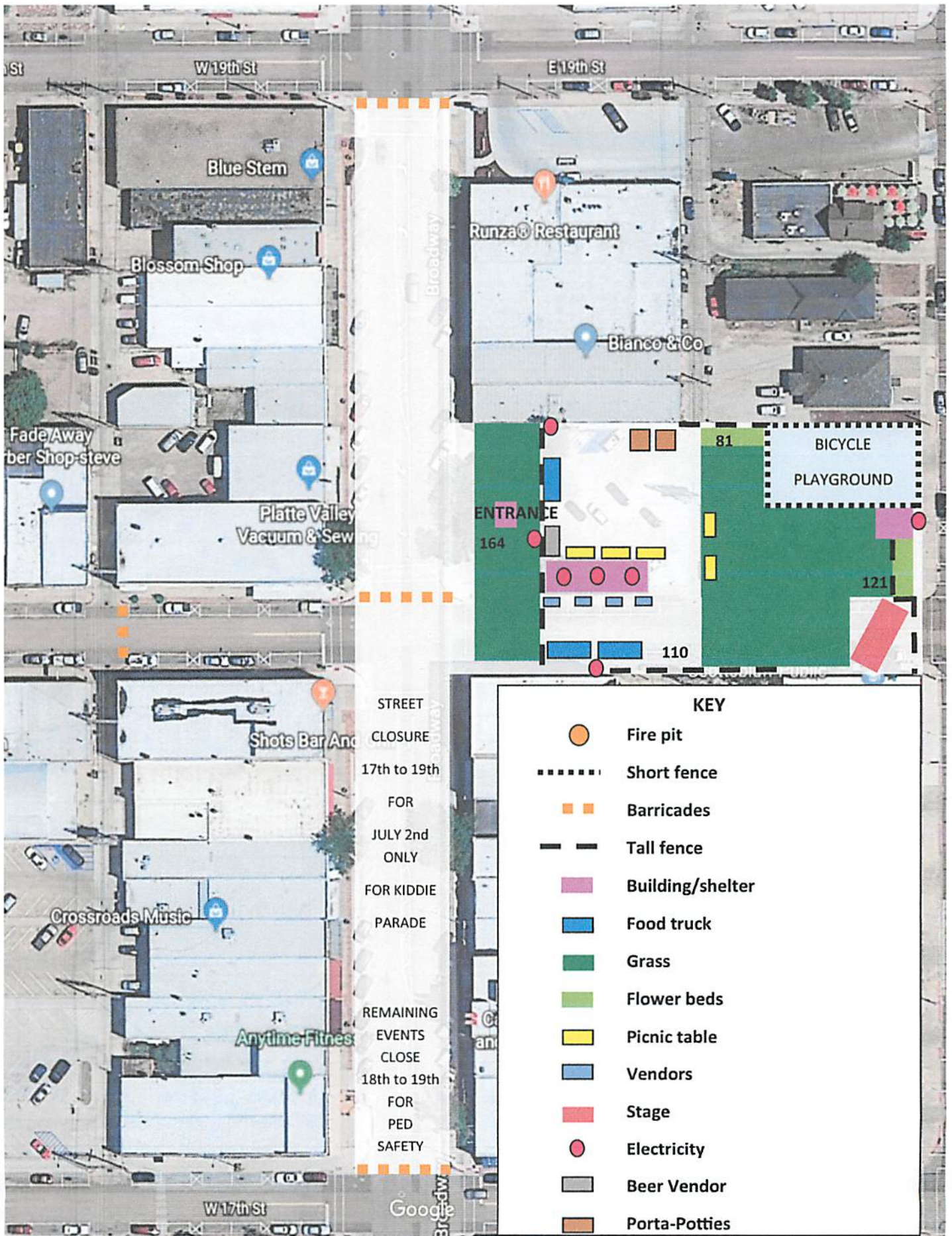
Signed:

Downtown Scottsbluff Assn.
(name of sponsoring organization)

[Signature]
(signature of authorized representative of sponsoring organization)

(name of co-sponsoring organization)

(signature of authorized representative of co-sponsoring organization)





DOWNSCO-01

DWICK

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

6/8/2020

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.


IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER J.G. Elliott Insurance Center 1110 Circle Drive Scottsbluff, NE 69361	CONTACT NAME: Dedra Wick	
	PHONE (A/C, No, Ext): (308) 633-9704	FAX (A/C, No): (308) 632-7359
INSURED Downtown Scottsbluff Association P O Box 28 Scottsbluff, NE 69363	E-MAIL ADDRESS: dwick@jgelliott.com	
	INSURER(S) AFFORDING COVERAGE	
	INSURER A: United States Liability Insurance Company	
	INSURER B:	
	INSURER C:	
	INSURER D:	
INSURER E:		
INSURER F:		

COVERAGES	CERTIFICATE NUMBER:	REVISION NUMBER:
THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.		

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR <input checked="" type="checkbox"/> Automatic AI per contract GEN'L AGGREGATE LIMIT APPLIES PER: <input checked="" type="checkbox"/> POLICY <input type="checkbox"/> PROJECT <input type="checkbox"/> LOC <input type="checkbox"/> OTHER	X		NBP1559995	6/2/2020	6/2/2021	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 100,000 MED EXP (Any one person) \$ 5,000 PERSONAL & ADV INJURY \$ GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COMP/OP AGG \$ COMBINED SINGLE LIMIT (Ea accident) \$ BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$
	<input type="checkbox"/> AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO OWNED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> HIRED AUTOS ONLY <input type="checkbox"/> NON-OWNED AUTOS ONLY						PER STATUTE <input type="checkbox"/> OTH-ER <input type="checkbox"/> E.L. EACH ACCIDENT \$ E.L. DISEASE - EA EMPLOYEE \$ E.L. DISEASE - POLICY LIMIT \$
	<input type="checkbox"/> UMBRELLA LIAB <input type="checkbox"/> OCCUR <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE <input type="checkbox"/> DED <input type="checkbox"/> RETENTION \$						EACH OCCURRENCE \$ AGGREGATE \$
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) <input type="checkbox"/> If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N	N/A				

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

CERTIFICATE HOLDER City of Scottsbluff 2525 Circle Drive Scottsbluff, NE 69361	CANCELLATION SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS. AUTHORIZED REPRESENTATIVE 
--	---

ACORD 25 (2016/03)

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City of Scottsbluff, Nebraska

Monday, June 15, 2020

Regular Meeting

Item Subdiv.1

Council to discuss and consider action on approving the Preliminary Plat of Lots 1 & 2, Webber Manor Fourth Addition, City of Scottsbluff, NE.

Situated in the Southeast 1/4 of Section 14, Township 22 North, Range 55 West of the 6th PM, Scotts Bluff County, Nebraska.

Staff Contact: Rick Kuckkahn, Interim City Manager

Agenda Statement

Item No.

For Meeting of: June 15, 2020

AGENDA TITLE: Preliminary Plat for Block 1 & Block 2, Weber Manor Fourth Addition, Situated in the Southeast ¼ of Section 14, Township 22 North, Range 55 West of the 6th PM, Scotts Bluff County, Nebraska.

SUBMITTED BY DEPARTMENT/ORGANIZATION: Development Services Department.

PRESENTATION BY: Rick Kuckkahn

SUMMARY EXPLANATION: The Preliminary Plat by the Smith Land Company and submitted by Baker & Associates requesting the City Council to review and approve the Preliminary Plat for Blocks 1&2, Weber Manor Fourth Addition. The property is located in Southeast ¼, Township 22 North, Range 55 West of the 6th PM. Block 1 is located in a C-3 zone and Block 2 is located in a C-2 zone. The blocks will have access to West 31st Street and have stormwater, sanitary sewer, and water for the blocks when a final plat is submitted later. The developer is responsible for street paving, installation of sewer, and stormwater drainage. There is currently water available to the location.

BOARD/COMMISSION RECOMMENDATION: The Scottsbluff Planning Commission approved the Preliminary Plat for Blocks 1&2 of the Weber Manor Fourth Addition.

STAFF RECOMMENDATION: Staff makes a positive recommendation to the City Council to approve the Preliminary Plat of Lots 1&2, Webber Manor Fourth Addition. City of Scottsbluff, Nebraska.

EXHIBITS

Resolution ☐

Ordinance ☐

Contract ☐

Minutes ☐

Plan/Map ☐

Other (specify) Approval only.

Rev: 11/15/12 City Clerk

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

**PLANNING COMMISSION MINUTES
REGULAR SCHEDULED MEETING
JUNE 8, 2020
SCOTTSBLUFF, NEBRASKA**

The Planning Commission of the City of Scottsbluff met in a regular scheduled meeting on Monday, June 8, 2020, at 6:00 P.M. in the Council Chambers at Scottsbluff City Hall at 2525 Circle Drive, Scottsbluff, Nebraska. A notice of the meeting had been published in the Star-Herald , a newspaper of general circulation in the City, on May 29, 2020. The noticed stated the date, time and location of the meeting, and that the meeting was open to the public, that anyone with a disability desiring reasonable accommodation to attend the meeting should contact the development Services Department. An agenda is kept continuously current is available for public inspection at the Development Services Office; provided, the Planning Commission can modify the agenda at the meeting if the business was determined that an emergency so required. A similar notice, together with a copy of the agenda, had been delivered to each Planning Commission member. An agenda is kept continuously current is available for public inspection at the Development Services Department at all times from publication to the time of the meeting.

Item 1) Chairperson, Angie Aguallo called the meeting to order. Roll call consisted of the following members. Anita Chadwick, Jim Zitterkopf, Becky Estrada, Callan Wayman, Mark Westphal, Angie Aguallo. Absent were Henry Huber, Dana Weber, Dave Gompert. City Official was Gary Batt, Code Administrator II. NOTE: Dana Weber arrived at 6:03 pm.

Item 2) Chairperson Aguallo informed all present of the Nebraska Open Meetings Act and that a copy is posted in the rear of the Council Chambers.

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

Item 4) Business not on the agenda: None.

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

Item 6) The minutes from March 9, 2020 were reviewed. Conclusion, a motion was made by Westphal and seconded by Estrada to approve the minutes from the March 9, 2020 meeting "Yeas": Chadwick, Zitterkopf, Estrada, Wayman, Westphal, Weber, Aguallo. "Nays": None. "Absent": Huber, Gompert. "Abstained": None. Motion Carried.

Item 7) Chairperson Aguallo opened the public hearing. Gary Batt read from the staff report, that the applicant Smith Land Company, Mark Smith represented by Baker and Associates, has requested approval of a Preliminary Plat of Blocks 1 & 2, Webber Manor Fourth Addition. The property is situated in the Southeast ¼, Township 22 North, Range 55 West of the 6th PM. Block 1 is located in a C-3 zone and Block 2 is located in a C-2 zone. The properties have not been sectioned into individual lots at this time. Batt then read the recommendations to approve, deny or table the item. Chairperson Aguallo asked if anyone cared to address the members. The applicant's representative, Jack Baker of Baker and Associates came forward and spoke to the members. Jack gave the presentation of the property, and what the owner wished to do with the property. Involving business office's, retails sites, general commercial type business. Jack said a party has an interest in the north property Block 1.

Westphal asked if blocks are in the same zones? Batt advised the north block is C-3 and the south block is C-2. Westphal asked what street leads to the location? Jack said West 31st Street is the street to the location. Westphal asked if a sixplex apartment is allowed in these zones. Batt advised by special permit from the Planning Commission. Westphal asked about the caudle-sac, Jack said the caudle-sac would stay unless the final plat may possibly change. Jack then asked if there were any more questions. With there being none, Jack Baker sat down.

Chairperson Aguallo then asked if anyone else had questions, there being none, Aguallo closed the public hearing and asked for a motion. Westphal made a motion and seconded by Estrada to approve the preliminary plat of Blocks 1&2 , Webber Manor Fourth Addition.

"Yeas": Chadwick, Zitterkopf, Estrada, Wayman, Westphal, Weber, Aguallo. "Nays": None. "Abstained": None. "Absent": Huber, Gompert.

Item 8) Chairperson Aguallo asked if there was any other business, there being none, Chairperson Aguallo asked for a motion to adjourn. Wayman made a motion and seconded by Estrada to adjourn the meeting. The members were asked to signify by saying Aye to adjourn. All seven attending members said AYE.

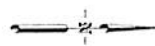
Chairperson, Angie Aguallo.

Secretary, Gary Batt.

[illegible][illegible]

1. **BRITAIN AND AMERICA** are the two nations that have been most successful in the development of a national identity. The British have been successful in this because of their long history of empire and their strong sense of tradition. The Americans have been successful in this because of their strong sense of individualism and their desire for freedom.

* NOTICE: YOU MUST CONDUCT AN ADEQUATE ACTION-BASED URON AND EFFECT IN THE SURVEY WITHIN THREE (3) YEARS AFTER YOUR FIRST DISCOVERY SUCH EFFECT. IN NO EVENT MAY AN ACTION-BASED URON AND EFFECT IN THE SURVEY BE CONDUCTED MORE THAN TEN (10) YEARS FROM THE DATE OF THE CERTIFICATION SHOWN HEREON.

[illegible][illegible][illegible]

- * PLATTED PARCELS
- * BLOCK 1, MEMBER MAJOR SECOND ADDITION TO THE CITY OF SCOTTSBURGH, SCOTT'S BLUFF COUNTY, ILLINOIS
- * LOTS 1, 2, 3, 4, 5 AND 10, MEMBER MAJOR THIRD ADDITION TO THE CITY OF SCOTTSBURGH, SCOTT'S BLUFF COUNTY, ILLINOIS
- * BLOCK 2, MEMBER MAJOR SUBDIVISION TO THE CITY OF SCOTTSBURGH, SCOTT'S BLUFF COUNTY, ILLINOIS

PAGE 1 TITLE SHEET

PAGE 2 EXISTING SITE PLAN

PAGE 3 PROPOSED LOT PLAN

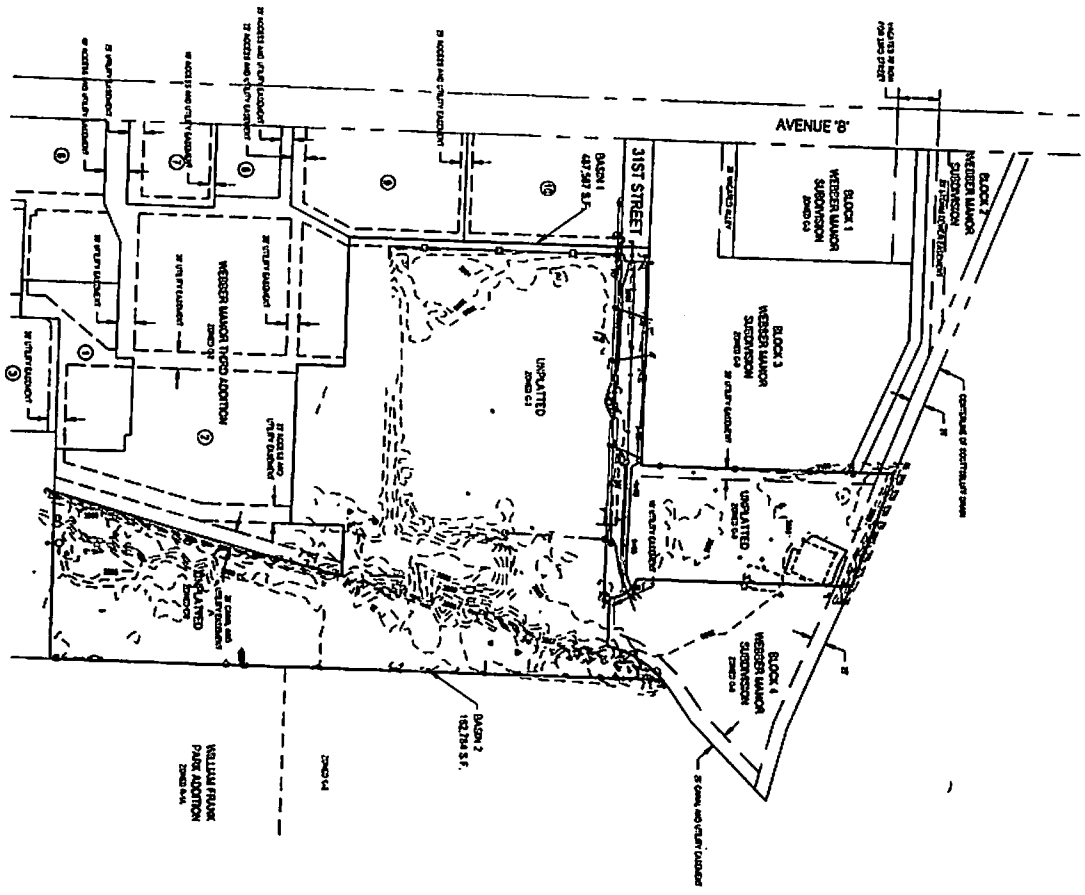
PAGE 4 GRADING & DRAINAGE PLAN

PAGE 5 STREET AND UTILITY PLAN

PAGE 6 STREET AND UTILITY PLAN

SAITH LAND COMPANY
Attn: Mark Smith
P.O. Box 902
Scottsdale, Arizona 85266

PRELIMINARY PLAT
BLOCKS 1 AND 2, WEBBER MANOR FOURTH ADDITION
 TO THE CITY OF SCOTTSBLUFF, NEBRASKA
 SITUATED IN THE SOUTHEAST QUARTER OF SECTION 14, TOWNSHIP 22 NORTH, RANGE 55 WEST OF THE
 6TH PRINCIPAL MERIDIAN, SCOTTS BLUFF COUNTY, NEBRASKA



Sheet Revisions		PRELIMINARY PLAT SURVEY	
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PRELIMINARY PLAT
BLOCKS 1 AND 2, WEBBER MANOR FOURTH ADDITION
 TO THE CITY OF SCOTTSBLUFF, NEBRASKA
 SITUATED IN THE SOUTHEAST QUARTER OF SECTION 14, TOWNSHIP 22 NORTH, RANGE 55 WEST OF THE
 6TH PRINCIPAL MERIDIAN, SCOTTS BLUFF COUNTY, NEBRASKA

PRELIMINARY PLAT SURVEY

Sheet Revisions

NO.	DESCRIPTION	DATE
1	PRELIMINARY PLAT SURVEY	11/20/20
2	PRELIMINARY PLAT SURVEY	11/20/20
3	PRELIMINARY PLAT SURVEY	11/20/20
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10	PRELIMINARY PLAT SURVEY	11/20/20

PRELIMINARY PLAT SURVEY
 Proposed Lot Plan
 Baker Project Number: 5413-201-20
 Project Location: CITY OF SCOTTSBLUFF
 (SCOTTS BLUFF COUNTY, NEBRASKA)
 Project Wood: 5413-201-20
 Project Date: 11/20/20
 Project No: 5413-201-20

Curve Table

Curve #	Length	Radius	Chord	Chord Length
C1	144.4	32.6	111.1	144.4
C2	144.4	32.6	111.1	144.4
C3	144.4	32.6	111.1	144.4

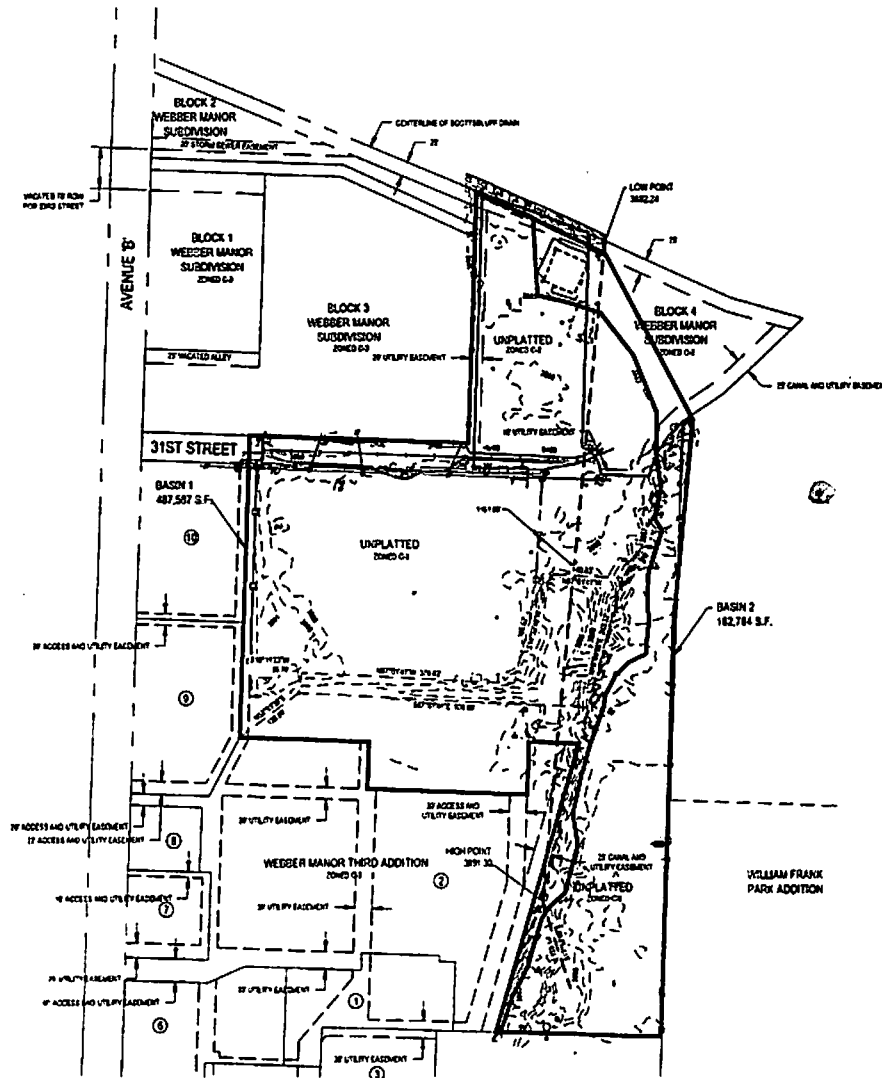


PRELIMINARY PLAT
BLOCKS 1 AND 2, WEBBER MANOR FOURTH ADDITION
TO THE CITY OF SCOTTSBLUFF, NEBRASKA
 SITUATED IN THE SOUTHEAST QUARTER OF SECTION 14, TOWNSHIP 22 NORTH, RANGE 55 WEST OF THE
 6TH PRINCIPAL MERIDIAN, SCOTTS BLUFF COUNTY, NEBRASKA

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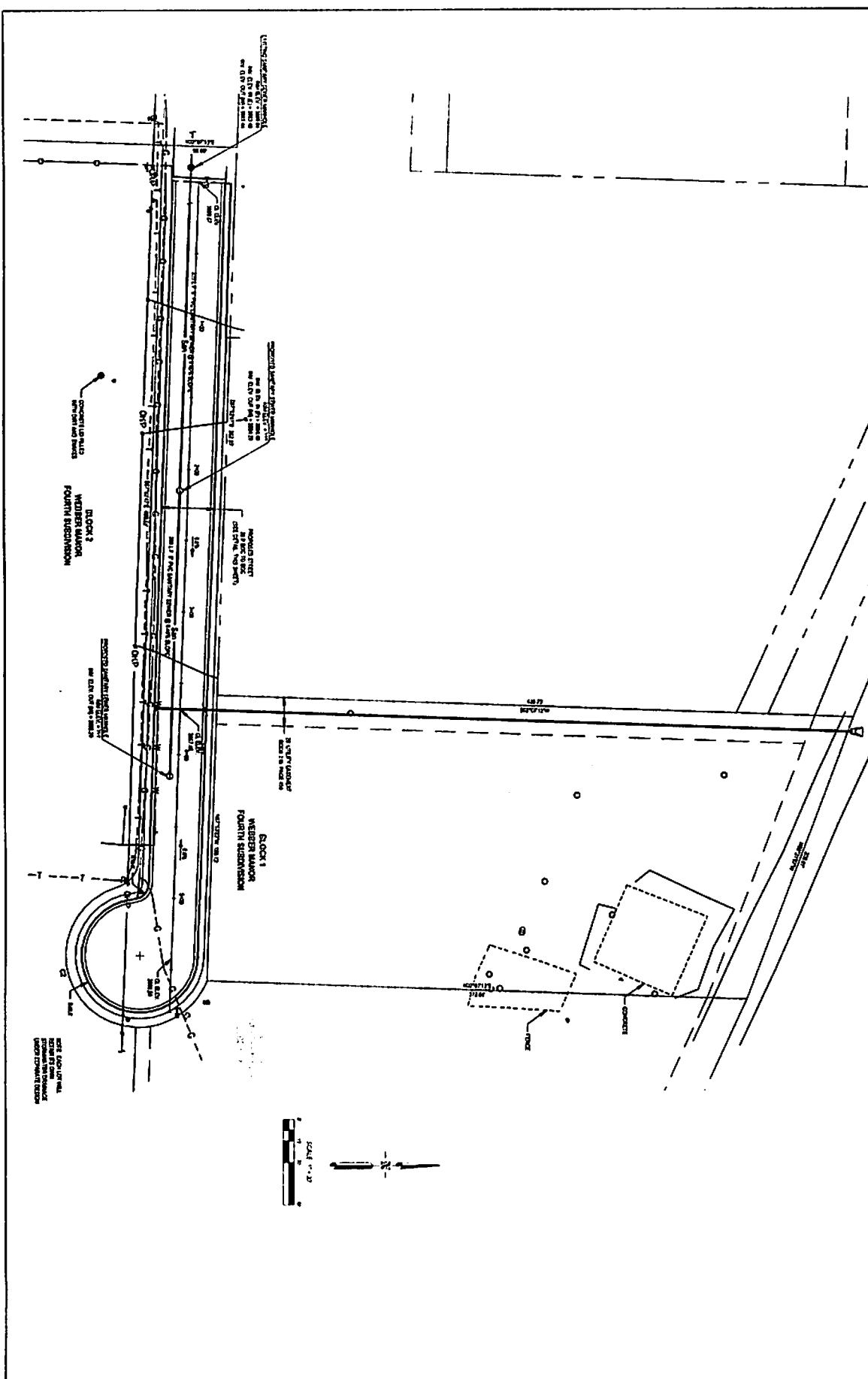
Baker
Associates
 Inc.
 Engineers • Architects • Surveyors
 5000 W. 10th Street
 Scottsbluff, NE 68903
 402-552-1234
 www.bakerassociates.com

PRELIMINARY PLAT SURVEY			
Grading and Drainage Plan			
Baker Project Number: 6412-001-20			
Project Location: CITY OF SCOTTSBLUFF			
(SCOTTS BLUFF COUNTY, NEBRASKA)			
Project Code: G&D Mod. 10-1	Subplot	Sheet No.	
6412	02-14-2020	4 of 5	4



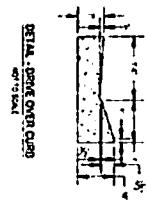
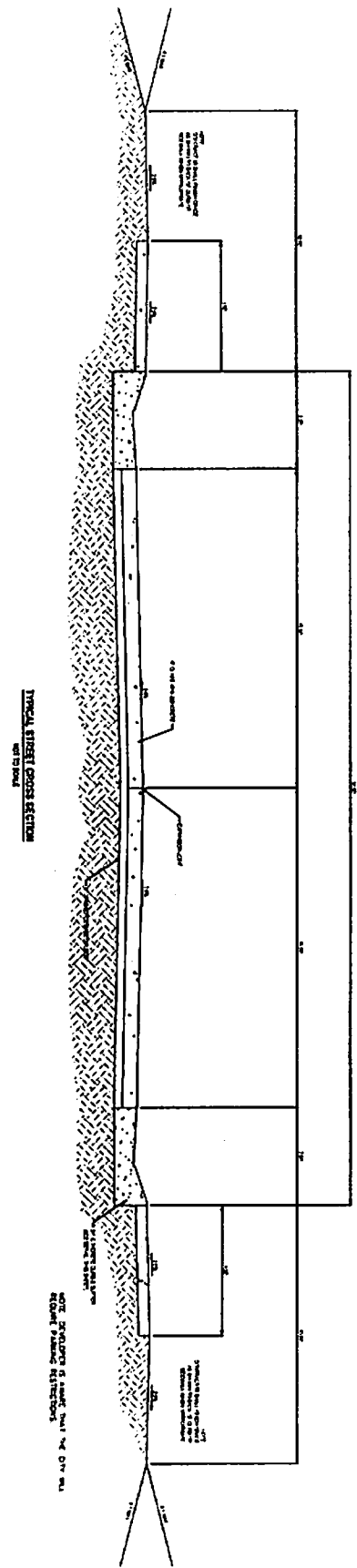
PRELIMINARY PLAT
BLOCKS 1 AND 2, WEBBER MANOR FOURTH ADDITION
TO THE CITY OF SCOTTSBLUFF, NEBRASKA
SITUATED IN THE SOUTHEAST QUARTER OF SECTION 14, TOWNSHIP 22 NORTH, RANGE 55 WEST OF THE
6TH PRINCIPAL MERIDIAN, SCOTT'S BLUFF COUNTY, NEBRASKA

Sheet Revisions			PRELIMINARY PLAT SURVEY	
NO.	DESCRIPTION	DATE	Street and Utility Plan	
1	PRELIMINARY SURVEY	2019	Block Project Number: 0417-001-20	
2	REVISION	2019	Project Location: CITY OF SCOTTSBLUFF	
3	REVISION	2019	SCOTT'S BLUFF COUNTY, NEBRASKA	
4	REVISION	2019	OWNER: SCOTT'S BLUFF COUNTY	
5	REVISION	2019	DRAWN: J. L. LARSEN	
6	REVISION	2019	CHECKED: J. L. LARSEN	
7	REVISION	2019	APPROVED: J. L. LARSEN	
8	REVISION	2019	DATE: 10/25/2019	
9	REVISION	2019	SCALE: AS SHOWN	



PRELIMINARY PLAT
 BLOCKS 1 AND 2, WEBBER MANOR FOURTH ADDITION
 TO THE CITY OF SCOTTSBLUFF, NEBRASKA
 SITUATED IN THE SOUTHEAST QUARTER OF SECTION 14, TOWNSHIP 22 NORTH, RANGE 55 WEST OF THE
 6TH PRINCIPAL MERIDIAN, SCOTT'S BLUFF COUNTY, NEBRASKA

Sheet Revisions		PRELIMINARY PLAT SURVEY	
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City of Scottsbluff, Nebraska

Monday, June 15, 2020

Regular Meeting

Item Resolut.1

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

Staff Contact: Thomas Schingle, Fire Chief

CHAPTER 8

FIRE

Article

1. Fire Hazards, Prevention.

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

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

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

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

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

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

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

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

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

ARTICLE 1

FIRE HAZARDS, PREVENTION

(a) GENERAL PROVISIONS

Section

8-1-1 Terms; defined.

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

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

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

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

8-1-6 Same; corporation counsel.

8-1-7 Same; fire limits.

8-1-8 Same; fire prevention code.

8-1-9 Same; municipality.

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

8-1-11 Article; application.

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

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

8-1-14 to Reserved.

8-1-17

(b) ADMINISTRATION OF LAW

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

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

8-1-20 Permits; inspections; tests.

8-1-21 Article; modification.

8-1-22 Appeals; requirements.

8-1-23 to Reserved.

8-1-26

(c) PARTICULAR HAZARDS

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

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

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

8-1-30 Same; definitions.

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

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

(d) VIOLATIONS; PENALTY

8-1-58 Violations; penalty.

Nebraska Statutes

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

(a) GENERAL PROVISIONS

8-1-1. Terms; defined.

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

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

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

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

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

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

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

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

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

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

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

8-1-6. Same; corporation counsel.

The term “corporation counsel” means the City Attorney.

8-1-7. Same; fire limits.

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

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

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

8-1-9. Same; municipality.

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

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

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

8-1-11. Article; application.

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

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

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

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

The following sections shall read:

Section 101.1. Insert: City of Scottsbluff

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

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

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

Section 112.4. Insert: none, \$250.00

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

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

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

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

5704.2.9.6.1

5706.2.4.4

5806.2

6104.2

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

(b) ADMINISTRATION OF LAW

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

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

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

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

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

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

8-1-21. Article; modification.

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

8-1-22. Appeals; requirements.

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

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

(c) PARTICULAR HAZARDS

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

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

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

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

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

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

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

8-1-30. Same; definitions.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

8-1-38. Same; zoning districts.

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

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

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

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

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

8-1-41. Crankcase draining; storage.

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

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

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

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

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

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

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

8-1-45. Homemade stoves; restrictions.

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

8-1-46. Burning; restrictions.

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

This section shall not be construed to prohibit:

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

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

It shall be unlawful for any person:

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

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

8-1-48. Repealed.

8-1-49. Repealed.

8-1-50. Repealed.

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

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

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

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

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

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

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

(d) VIOLATIONS; PENALTY

8-1-58. Violations; penalty.

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

ARTICLE 2

EMERGENCY SERVICES

Section

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

8-2-8. Disorderly conduct; violation.

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

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

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

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

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

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

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

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

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

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

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

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

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

8-2-15. Violations; penalty.

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

ARTICLE 3

FIRE ALARMS

(a) DEFINITIONS

Section

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

(b) REGULATIONS

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

(a) DEFINITIONS

8-3-1. Definitions; generally.

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

8-3-2. Alarm, false.

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

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

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

8-3-3. Alarm, fire.

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

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

8-3-4. Alarm system.

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

8-3-5. Consolidated Communications Center.

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

8-3-6. Director.

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

8-3-7. Owner; lessee.

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

8-3-8. Public safety personnel.

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

8-3-9. Vendor.

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

(b) REGULATIONS

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

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

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

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

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

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

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

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

8-3-12. Same; recorded messages.

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

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

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

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

8-3-14. Same; application.

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

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

complex is commonly known;

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

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

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

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

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

8-3-15. Same; fees.

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

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

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

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

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

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

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

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

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

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

8-3-18. Alarm systems; inspection.

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

8-3-19. Vendors; duties.

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

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

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

8-3-21. Same; training.

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

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

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

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

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

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

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

8-3-25. False alarm; prohibited.

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

8-3-26. Same; presumption.

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

8-3-27. Violations; penalty.

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

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

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

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

Chapter 4 revision as follows:

4-1-19. Fire Limits; established.

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

~~PLATTED AREAS~~

~~Addition Block Lot~~

~~Broadway Addition 1,2 All~~

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

~~City Addition 1,2 All~~

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

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

~~Kenesaw Addition 1 All~~

~~Main Street Addition All~~

~~McClanahan's Addition 1 All~~

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

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

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

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

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

~~Seventh Addition A All~~

~~Sixth Addition 4,5 All~~

~~South Side Addition 1,2 All~~

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

~~Sunset Addition 1 All~~

~~Third Addition 1,2 All~~

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

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

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

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

~~UNPLATTED AREAS~~

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

Section Quarter Tract

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

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

Section Quarter Tract

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

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

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

PLATTED AREAS

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

UNPLATTED AREAS

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

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

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

Country Club View Add.

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

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

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

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

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

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

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

23-3-1. Fire hydrants; opening.

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

ORDINANCE NO. _____

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

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

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

“(a) GENERAL PROVISIONS

8-1-1. Terms; defined.

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

8-1-2. Repealed.

8-1-3. Repealed.

8-1-4. Repealed.

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

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

8-1-5.1 Same; fire code official.

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

8-1-6. Same; corporation counsel.

The term “corporation counsel” means the City Attorney.

8-1-7. Same; fire limits.

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

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

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

8-1-9. Same; municipality.

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

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

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

8-1-11. Article; application.

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

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

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

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

The following sections shall read:

Section 101.1. Insert: City of Scottsbluff

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

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

Section 112.4. Insert: none, \$250.00

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

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

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

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

5704.2.9.6.1

5706.2.4.4

5806.2

6104.2

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

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

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

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

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

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

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

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

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

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

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

8-1-13. Repealed.

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

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

(b) ADMINISTRATION OF LAW

8-1-18. Repealed.

8-1-19. Repealed.

8-1-20. Repealed.

8-1-21. Repealed.

8-1-22. Repealed.

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

(c) PARTICULAR HAZARDS

8-1-27. Repealed.

8-1-28. Repealed.

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

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

8-1-30. Same; definitions.

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

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

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

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

Consumer fireworks does not include:

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

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

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

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

8-1-32. Repealed.

8-1-33. Repealed.

8-1-34. Repealed.

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

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

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

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

8-1-37. Repealed.

8-1-38. Repealed.

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

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

8-1-40. Repealed.

8-1-41. Crankcase draining; storage.

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

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

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

8-1-43. Repealed.

8-1-44. Repealed.

8-1-45. Repealed.

8-1-46. Repealed.

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

It shall be unlawful for any person:

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

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

8-1-48. Repealed.

8-1-49. Repealed.

8-1-50. Repealed.

8-1-51. Repealed.

8-1-52. Repealed.

8-1-53. Repealed.

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

(d) VIOLATIONS; PENALTY

8-1-58. Violations; penalty.

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

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

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

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

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

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

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

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

8-2-4. Repealed.

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

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

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

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

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

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

8-2-8. Disorderly conduct; violation.

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

8-2-9. Repealed.

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

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

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

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

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

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

8-2-13. Repealed.

8-2-14. Repealed.

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

“(a) DEFINITIONS

8-3-1. Definitions; generally.

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

8-3-2. Alarm, false.

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

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

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

8-3-3. Alarm, fire.

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

8-3-4. Alarm system.

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

8-3-5. Consolidated Communications Center.

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

8-3-6. Director.

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

8-3-7. Owner; lessee.

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

8-3-8. Public safety personnel.

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

8-3-9. Vendor.

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

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

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

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

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

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

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

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

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

8-3-12. Same; recorded messages.

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

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

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

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

8-3-14. Same; application.

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

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

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

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

8-3-15. Same; fees.

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

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

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

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

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

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

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

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

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

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

8-3-18. Alarm systems; inspection.

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

8-3-19. Vendors; duties.

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

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

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

8-3-21. Same; training.

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

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

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

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

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

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

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

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

8-3-25. False alarm; prohibited.

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

8-3-26. Same; presumption.

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

8-3-27. Violations; penalty.

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

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

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

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

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

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

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

4-1-19. Fire Limits; established.

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

PLATTED AREAS

Broadway Addition - All of BLKS 1,2

City Addition - All of BLKS 1,2

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

Fourth Addition - LTS 16-28 of BLK 1

Kenesaw Addition - All of BLK 1

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

Main Street Addition - LTS 1-24

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

UNPLATTED AREAS

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

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

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

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

23-2-2. Water service rates.

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

23-2-3. Same; minimum charges.

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

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

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

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

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

23-2-6. Meters, reading.

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

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

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

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

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

23-2-9. Same; statements.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

23-2-15. Reserved.

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

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

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

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

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

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

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

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

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

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

23-2-21. Repealed.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

PASSED AND APPROVED on _____, 2020.

Mayor

ATTEST:

City Clerk (Seal)

Approved to form:

City Attorney

City of Scottsbluff, Nebraska

Monday, June 15, 2020

Regular Meeting

Item Resolut.2

Council to discuss and consider action on the Region 22 Management Agency Interlocal Agreement and Fee Schedule Addendum; approve the Resolution and authorize the Mayor to sign both the Agreement & Resolution.

Staff Contact: Rick Kuckkahn, Interim City Manager

INTERLOCAL AGREEMENT

This Interlocal Agreement (“Agreement”) is made and entered into this ____ day of _____, 2020 by and between the following public agencies:

Scotts Bluff County, Nebraska, a political subdivision of the State of Nebraska;
Banner County, Nebraska, a political subdivision of the State of Nebraska;
City of Scottsbluff, Nebraska, a municipal corporation;
City of Gering, Nebraska, a municipal corporation;
City of Terrytown, Nebraska, a municipal corporation;
City of Minatare, Nebraska, a municipal corporation;
Village of McGrew, Nebraska, a municipal corporation;
Village of Lyman, Nebraska, a municipal corporation;
Village of Henry, Nebraska, a municipal corporation;
City of Mitchell, Nebraska, a municipal corporation; and
Village of Morrill, Nebraska, a municipal corporation.

WHEREAS, the public agencies named above (the “parties”) are desirous of entering into an Agreement pursuant to the Nebraska Interlocal Cooperation Act, Neb. Rev. Stat. §13-801 et seq., as from time to time may be amended, and the Nebraska Joint Public Agency Act, Neb. Rev. Stat. § 13-2501 et seq., as from time to time may be amended, for the purpose of carrying out the provisions of the Emergency Management Act in a cost effective and efficient manner; and

WHEREAS, any actions authorized or taken pursuant to this Agreement shall be referenced as having been undertaken as the Region 22 Emergency Management Agency (EMA); and

WHEREAS, the parties are desirous of addressing funding resources, the distribution of funds and the provisions of services; and

NOW, THEREFORE, in consideration of the foregoing recitals, and the terms and conditions set forth in this Agreement, the parties agree as follows:

1. For purposes of this Agreement, the following definitions shall apply:
 - a. Board of Directors (“Board”) means the board of representatives of the parties hereto, notwithstanding the provisions in paragraph 10 below;
 - b. Governing body has the same meaning as in section 13-503 of the Nebraska Revised Statutes as effective September 1, 2019;
 - c. Joint public agency means an entity, including a separate legal entity, created by Agreement pursuant to the Joint Public Agency Act;
 - d. Public Agency means any county, city, village, school district, or agency of the state government or of the United States, any drainage district, sanitary

- and improvement district, or other municipal corporation or political subdivision of this state, and any political subdivision of another state;
- e. Representative means a member of the Board and includes an alternative representative, if applicable;

2. The parties agree to cooperate by collectively referring to their efforts as Region 22 Emergency Management Agency ("Region 22").

3. This Agreement shall continue in effect so long as two or more public agencies continue to be parties to this Agreement. A party may withdraw from this Agreement and Region 22 Emergency Management by adoption of a resolution for withdrawal thereafter giving ninety (90) days notice to all other remaining parties to this Agreement. Written notice of withdrawing party upon withdrawal shall relinquish all interest it may have in property acquired or held pursuant to this Agreement.

4. The cooperative undertaking described in this Agreement contemplates that all costs associated with this Agreement shall be financed by assessments of the parties, and/or from other outside sources which may include but not be limited to state or federal aid or grants.

5. All property acquired through funds assessed from the parties will be held and disposed of by Region 22. However, if the Board of Directors, as defined later in this Agreement, decides to make an exception to this provision prior to the acquisition of property funded by assessments of the parties, then that property shall be disposed of by the parties in the same percentages as the most recent assessment made pursuant to paragraph 10 of this Agreement.

6. Any property acquired pursuant to this Agreement from funds other than those assessed from the parties will be held or disposed of by the party that contributes the funds and shall be made available for use as required by the Director of Region 22 EMA.

7. This Agreement does not establish a separate legal entity to conduct the cooperative undertaking at this time, but said separate legal entity may in the future be formed under this Agreement. An Emergency Management Director will be responsible for administering the cooperative undertaking. The Board of Directors (the Board) for Region 22 EMA shall be responsible for administering the cooperative undertaking of Region 22. The Board shall appoint a full time Emergency Management Director who shall be the Board's designee, who shall act for and on behalf of the Board.

8. The powers delegated but not relinquished to the Region 22 Emergency Management Agency are:

- a) To apply for, receive, utilize, and account/or funding to be received from state, federal, or private sources.
- b) To cooperate and enter into Agreements with all state, federal, or local agencies, departments, or subdivisions

- c) To own and hold real or personal property.
- d) To hire or discharge employees.
- e) To perform generally all other acts necessary or appropriate to carry out the purpose of this Agreement.

9. The Emergency Management Director (“Director”) shall be considered an appointed employee of Scotts Bluff County. The Director will conduct the day-to-day activities contemplated by this Agreement, and shall serve as the Emergency Management Director for each of the parties to this Agreement as contemplated by the Emergency Management Act, in particular Neb. Rev. Stat. §81-829.46. The Director shall be a state certified Emergency Manager. The Director shall work under the authority and under the direct supervision of the Scotts Bluff County Board of Commissioners. The Director shall have the duty to effectuate the purposes of this Agreement. Those duties will include but not be limited to the following:

- A. To respond to any emergency or disaster that would require a coordinated effort of local government, emergency response and the well-being of the general public.
- B. Improve, maintain or rewrite local emergency operating plans according to guidelines set by the Nebraska Emergency Management Agency and approved by the local county boards, city councils or village boards of trustees.
- C. Carry out the requirements set forth in the state and local assistance funding guidelines for federal matching funds for emergency management, including reports and required training.
- D. To provide to the Board a statement of work no less than annually, or as requested.
- E. Maintain or establish working relationships in all public agency and emergency response jurisdictions with emergency management liaison personnel for the purposes of accomplishing a better recovery from an emergency or disaster.
- F. To establish and maintain local public agency emergency management liaison personnel.
- G. Arrange to exercise local emergency operating plans.
- H. Keep a current inventory of the office furniture, supplies and equipment of Region 22.

10. A Board of Directors shall be established amongst the parties to this Agreement (the “Board”). The Board shall participate and assist in the decisions made for the benefit of the parties. The Board shall be given access to and provide input to the Director with regard to decisions made pursuant to this Agreement. The Board shall consist of a representative from each party, Gering, Terrytown, Scottsbluff, Scotts Bluff County, Banner County, one or more of the smaller municipalities and a chairman at-large. The Board of Directors shall meet at least twice per year and shall be viewed as a board subject to the provisions of the public meetings laws. Notice of such public meetings of the Board of Directors shall be provided according to the requirements of the public meetings laws.

11. Additional political subdivisions or municipal corporations may become parties to this Agreement by (1) contacting the Director who will then obtain the written consent of all parties to this

Agreement, (2) determine the initial start-up fee required for their entry into this Agreement, and (3) have the new party execute a copy of this Agreement, including any addendum, amendment or any modification, and pay the initial or start-up fee.

12. The Board and the Director shall work together to determine an annual budget setting forth all anticipated agency expenditures. The budget shall be prepared on or before May 30 of each year and shall be submitted to each party to this Agreement. It is agreed the budget is for the fiscal year beginning on October 1 of each year. The budget shall propose an assessment to each of the parties to the Agreement. Unless changed by all of the parties to this Agreement or altered as a result of new parties entering into the Agreement, the parties agree to share the total assessment in the following manner. Banner County will be assessed at eight percent (8%) of the net expenses after any state or federal reimbursement. The remaining 92% shall be assessed to the remaining parties based on percentages of the total population within their county. These assessment percentages will be reevaluated every ten years upon new US Census Data.

(Please see attached addendum marked as Exhibit "A")

13. All assessments provided for shall be billed to the party on a quarterly basis and shall be paid promptly. Provided, all assessments shall be paid to Region 22 EMA by October 1 of each year. In addition to the assessments, if there are additional revenue sources available and paid to Region 22 during a budget year, any reimbursement of an assessment shall be distributed to the parties in accordance to the percentages set forth on attached addendum marked as Exhibit "A".

14. In addition to the assessments set forth above, it is anticipated that revenue sources outside the parties themselves will be made available to Region 22. These may include but are not limited to state and federal grant or state and federal aid from whatever source they may be derived. Any funds so acquired shall be expended or distributed as determined in the discretion of the Board or Director.

15. The parties acknowledge that notwithstanding this Agreement, each of them shall remain responsible to deploy any of their equipment or personnel, including but not limited to, emergency equipment and personnel outside the limits of each public agency. The powers of such personnel and liability for any resulting personal injuries or property damage shall be governed by the provisions of the Emergency Management Act, including Neb. Rev. Stat. §81-829.65. Each party to this Agreement shall continue to remain responsible for the upkeep, maintenance and insurance related to any emergency management equipment or other equipment, including but not limited to, radios, outdoor warning sirens and similar equipment owned by or utilized by them.

16. This Agreement shall replace all previous Agreements relating to civil defense or emergency management by and between the parties.

17. This Agreement shall take effect on or before July 1, 2020 and may be terminated by a resolution of the governing body of any party to this Agreement. Termination of this Agreement shall not be effective unless by mutual Agreement or until either ninety (90) days from the date of such resolution or until the end of the then current budgetary year, whichever is later.

Signature Page Follows:

SCOTTS BLUFF COUNTY

By _____

County Commissioner

Attest:

County Clerk (Seal)

BANNER COUNTY

By _____

County Commissioner

Attest:

County Clerk (Seal)

CITY OF SCOTTSBLUFF

By _____

Mayor

Attest:

City Clerk (Seal)

CITY OF GERING

By _____

Mayor

Attest:

City Clerk (Seal)

CITY OF MINATARE

By _____

Mayor

Attest:

City Clerk (Seal)

CITY OF TERRYTOWN

By _____

Mayor

Attest:

City Clerk (Seal)
VILLAGE OF HENRY

By _____

Chair of the Board

Attest:

Village Clerk (Seal)

VILLAGE OF MORRILL

By _____

Chair of the Board

Attest:

Village Clerk (Seal)

CITY OF MITCHELL

By _____

Mayor

Attest:

City Clerk (Seal)

VILLAGE OF MCGREW

By _____

Chair of the Board

Attest:

Village Clerk (Seal)

VILLAGE OF LYMAN

By _____

Chair of the Board

Attest:

Village Clerk (Seal)

EXHIBIT "A"

2020 Addendum to the Region 22 Interlocal

Pursuant to paragraph 12 of the Region 22 Interlocal Agreement in effect as of July 1, 2020, the following percentages are assessed to each Region 22 participating entity.

Banner County will be assessed at eight percent (8%) of the net expenses after any state or federal reimbursement. The remaining 92% shall be assessed to the remaining parties based on percentages of the total population within their county. These assessment percentages will be reevaluated every ten years upon new US Census Data.

City of Scottsbluff, Nebraska	40.8%
City of Gering, Nebraska	23.0%
City of Terrytown, Nebraska	03.3%
Scotts Bluff County, Nebraska	21.9%
City of Minatare, Nebraska	02.2%
Village of McGrew, Nebraska	00.3%
Village of Lyman, Nebraska	00.9%
Village of Henry, Nebraska	00.3%
City of Mitchell, Nebraska	04.7%
Village of Morrill, Nebraska	02.6%
Total remaining assessment	100%

CITY COUNCIL
SCOTTSBLUFF, NEBRASKA

RESOLUTION NO. 20-_____

WHEREAS, the City of Scottsbluff has the power to do all acts in relation to the concerns of the City necessary to the exercise of its corporate powers pursuant to Neb.Rev.Stat. § 16-201(4), and said corporate powers are exercised by the City Council pursuant to Neb.Rev.Stat. § 16-246

WHEREAS, the City of Scottsbluff has approved and adopted the Interlocal Agreement dated the _____ day of _____, 2020, establishing the Region 22 Emergency Management Agency;

BE IT RESOLVED by the City Council of the City of Scottsbluff, Nebraska, that the following Addendum and Fee Schedule for the Region 22 Emergency Management Agency is hereby adopted:

2020 Addendum to the Region 22 Interlocal

Pursuant to Paragraph 12 of the Region 22 Interlocal Agreement in effect as of July 1, 2020, the following percentages are assessed to each Region 22 participating entity.

Banner County will be assessed at eight percent (8%) of the net expenses after any state or federal reimbursement. The remaining 92% shall be assessed to the remaining parties based on percentages of the total population within their county. These assessment percentages will be reevaluated every ten years upon new US Census Data.

City of Scottsbluff, Nebraska	40.8%
City of Gering, Nebraska	23.0%
City of Terrytown, Nebraska	03.3%
Scotts Bluff County, Nebraska	21.9%
City of Minatare, Nebraska	02.2%
Village of McGrew, Nebraska	00.3%
Village of Lyman, Nebraska	00.9%
Village of Henry, Nebraska	00.3%
City of Mitchell, Nebraska	04.7%
Village of Morrill, Nebraska	02.6%
Total remaining assessment	100%

Approved and adopted this _____ day of _____, 2020.

CITY COUNCIL
SCOTTSBLUFF, NEBRASKA

Mayor

ATTEST:_____
City Clerk

City of Scottsbluff, Nebraska

Monday, June 15, 2020

Regular Meeting

Item Reports1

Council to discuss and consider action on authorizing Panhandle Area Development District (PADD) to submit an application for the Housing Rehabilitation Grant.

Staff Contact: Mayor Raymond Gonzales

**Community Development Block Grant (CDBG)
Owner Occupied Rehabilitation (OOR) Category
Pre-Application**

To be eligible to submit a full CDBG Owner Occupied Rehabilitation Category applicants must submit a Pre-Application. The Pre-Application provides the Department with information about applications prior to submitting the full application. **Pre-Applications are due July 31.**

For assistance regarding the CDBG OOR Application process contact your designated Regional Housing Representative identified below.

Region	Housing Representative	Phone Number	Email Address
Central	Laura Hart	308-202-0177	laura.hart@nebraska.gov
Northeast	Mechele Grimes	402-309-4536	mechele.grimes@nebraska.gov
Southeast	Nick Dropinski	402-471-2095	nick.dropinski@nebraska.gov
Western	Kristi McClung	308-889-3420	kristi.mcclung@nebraska.gov

Overview

Below is a summary application information, please refer to the 2019 CDBG Application Guidelines, Chapter 7 Owner Occupied Rehabilitation for the complete details:

Eligible Applicants

Eligible Applicants include every Nebraska incorporated municipality (i.e. City or Village) that is not a CDBG Entitlement Community (Omaha, Lincoln, Bellevue, and Grand Island). Note: joint applications or county-wide applications are ineligible within the OOR Category.

Eligible Activities

The following activities are eligible within the OOR Category. If any activity is not noted within the list below, please consult a Housing Representative in order to determine if any other proposed activities are eligible for the program.

- Rehabilitation (including rehabilitation which promotes energy efficiency) of residential owner-occupied homes.
 - Special projects directed to the removal of material and architectural barriers, which restrict the mobility and accessibility of elderly and handicapped persons.
- Payment of reasonable administrative costs related to implementing the program.

Pre-Application Submission:

- The Pre-Application consists of:
 - Part I: General Information
 - Exhibit 101: Open Grant Information Spreadsheet
- Submit electronically the signed Pre-Application via Sharefile, <https://negov.sharefile.com/r-r29201ea115c43d19>;
- Retain the original signed Pre-Application within your files.

2019 PRE-APPLICATION

OWNER OCCUPIED REHABILITATION (HO)

Community Development Block Grant (CDBG)

Nebraska Department of Economic Development (DED)

DED USE ONLY
Date Stamp Below

DED USE ONLY
Pre-Application Number

19-HO-

PART I: GENERAL INFORMATION (TYPE OR PRINT ALL INFORMATION)

1. APPLICANT IDENTIFICATION Name: _____ Contact: _____ Address: _____ City/State/Zip: _____ Phone: _____ Fax: _____ Email: _____ Tax ID: _____ Duns #: _____	2. APPLICATION PREPARER INFORMATION Name: _____ Address: _____ City/State/Zip: _____ Phone: _____ Fax: _____ Email: _____ Application Preparer (check one) <input type="checkbox"/> Local Staff <input type="checkbox"/> Non-Profit Organization <input type="checkbox"/> Consultant <input type="checkbox"/> Economic Development District
3. HOUSEHOLD BENEFICIARIES # _____ at or below 80% of the Area Median Family Income # _____ Total	4. DISTRICT INDICATOR (Select only ONE) <input type="checkbox"/> Congressional District 1 <input type="checkbox"/> Congressional District 2 <input type="checkbox"/> Congressional District 3
5. HOUSING ACTIVITIES <input type="checkbox"/> Owner-Occupied Rehabilitation	7. SERVICE AREA Identify Area to be Served [municipality and county]. Nebraska Legislative District(s) _____
6. TYPE OF APPLICANT <input type="checkbox"/> Unit of Local Government	
8. Grant Request Amount	
9. CERTIFYING OFFICIAL: To the best of my knowledge and belief, data and information in this application is true and correct, including any commitment of local or other resources. The governing body of the applicant has duly authorized this application. This applicant will comply with all Federal and state requirements governing the use of CDBG funds. Signature in blue ink: _____ Typed Name and Title: _____ Date Signed: _____ Address/City/State/Zip: _____	

Individuals who are hearing and/or speech impaired and have a TTY, may contact the Department through the Statewide Relay System by calling (711) INSTATE (800) 833-7352 (TTY) or (800) 833-0920 (voice). The relay operator should be asked to call DED at (800) 426-6505 or (402) 471-3111. Additional information is at the Nebraska Relay website <http://www.nebraskarelay.com/>. Nebraska Relay offers Spanish relay service for our Spanish-speaking customers. Spanish-to-Spanish (711) or 1-888-272-5528/ Spanish-to-English (711) or 1-877-564-3503. Nebraska le ofrece el servicio de relevo a nuestros clientes en español. Los consumidores de TTY pueden escribir por máquina en español y las conversaciones serán retransmitidas en español y inglés.

1. ELIGIBLE APPLICANTS

Except as provided in *Section 1.03* of the Application Guidelines, eligible applicants include every Nebraska incorporated municipality that is not a CDBG Entitlement Community (including Omaha, Lincoln, Bellevue, and Grand Island). No joint applications or county-wide applications are eligible within the OOR Cycle.

2. ELIGIBLE ACTIVITIES

The following activities are eligible within the OOR Program. If any activity is not noted within the list below, please consult a Regional Program Representative in order to determine if any other proposed activities are eligible for the program.

- Rehabilitation (including rehabilitation which promotes energy efficiency) of residential owner-occupied homes.
- Special projects directed to the removal of material and architectural barriers, which restrict the mobility and accessibility of elderly and handicapped persons.
- Payment of reasonable administrative costs related to implementing the program.

For more information, see *Section 3.04* of the Application Guidelines.

3. GRANT AMOUNTS & MATCHING FUNDS

OOR Category – Key Minimums, Maximums and Requirements	
Minimum Project Cost	\$250,000
Maximum Project Cost	\$750,000
General Administration	8% of Project Costs not to exceed \$20,000
Housing Management - does not include lead based paint	12% of Project Costs not to exceed \$50,000
Lead Base Paint (0580a)	Cannot exceed \$1,500 per unit

For more information, see *Sections 4.01 and 4.02* of the Application Guidelines.

Matching Funds: Are not required, however additional points will be awarded if cash match is provided. See *Section 4.02* and *5.03* of the Application Guidelines.

4. APPLICATION DUE DATES AND PROCESS

Applications are prepared at the applicants' expense and costs are not reimbursable. Applications for OOR program category will be accepted as shown in the table below based on US Postal Service postmark date or date of delivery by other means.

Applications will be reviewed by DED on a competitive basis according to the selection criteria established in *Section 5.03* of the Application Guidelines. The highest scoring applicants, who also meet all required thresholds, may be recommended for award.

Applications recommended for award through these processes will be presented to DED's Director for approval. DED will send a formal Notice of Approval Letter to the applicant community upon approval of the recommendation. A letter of non-selection will be issued to those applicants not recommended for award.

Below is a summary of the milestones:

Milestone Summary	Date
Required Pre-Application Due	July 31
Full Application Due	September 30
Anticipated Award Notification	December

Pre-Applications are required (please use the OOR Pre-Application document on the website) and are submitted **electronically** via Sharefile: <https://negov.sharefile.com/r-r29201ea115c43d19>

Excerpts from approved minutes regarding Owner Occupied Rehabilitation Grants

Minutes July 1, 2019

Mr. Jeff Kelley, Executive Director with Panhandle Area Development District (PADD), was in attendance to give a presentation on Owner Occupied Rehabilitation Grants (OOR). This type of grant encompasses every Nebraska incorporated municipality that is not a CDBG Entitlement Community. Mr. Kelley briefly gave an overview explaining activities that are eligible for the program. The activities defined involve rehabilitation, including rehabilitation that promotes energy efficiency of owner occupied homes and special projects directed to the removal of material and architectural barriers, which restrict the mobility and accessibility of elderly and handicapped persons. He went on to explain the grant amounts; minimum \$250,000.00, maximum \$750,000.00, stating matching funds are not required, however additional points are awarded if a cash match is provided. Also, City Council determines how funds are used, with \$25,000.00 being the maximum allowed for each home rehab. In addition, to qualify, the homes must be owner/occupied with the owner(s) meeting income guidelines. There are two steps involved to get the process started. The first is a pre-application which needs to be completed by July 31, 2019; the second, full application, needs to be completed by September 30, 2019. Anticipated award notification would be in December of 2019.

Council Member Green commented he would like to see how many would qualify for this type of program and asked before Council does anything, get input from persons who express interest. Council Member Shaver agreed stating it would be nice to get a number to be able to put on the pre-application. Mr. Kelley addressed the concerns, acknowledging by filling out the one page pre-application there is no commitment and Council could change the figure they requested if needed.

Council Member Schaub made a motion, seconded by Vice Mayor McKerrigan, "to authorize completing the pre-application for the Owner Occupied Rehabilitation Grant," "YEAS," Schaub and McKerrigan. "NAYS," Shaver and Green. Absent: Gonzales. Motion failed.

Council Member Shaver made a motion, seconded by Council Member Green, "to request getting more information from the public regarding the Owner Occupied Rehabilitation Grant for the July 15, 2019 meeting," "YEAS," Schaub, McKerrigan, Green, and Shaver. "NAYS," None. Absent: Gonzales.

Minutes July 15, 2019

Ms. Starr Lehl, Economic Development Director, was in attendance to give Council an update on interest regarding the Owner Occupied Rehabilitation Grants. Ms. Lehl explained she has received 19 phone calls from people in the community who are very interested in the grant. Because of this she recommends asking for a higher amount, stating we need at least 10 people to qualify to justify doing the grant.

Council Member Green was concerned about median household income and improvements implemented that could raise applicants property taxes. Ms. Lehl stated the majority of people interested are elderly and fall under the Homestead Exemption tax. Council Member Shaver was concerned how many people will qualify for the grant and if we would be assessed a penalty if we didn't use all the funds. Mr. Jeff Kelley with Panhandle Area Development District stated there would be no penalty. A report is filed with the State after two years showing what was actually awarded, spent and left over. Council Member Schaub made the motion, seconded by Council Member Shaver, "to approve completing the pre-application for the Owner Occupied Rehabilitation Grant and request maximum funding of \$750,000.00," "YEAS," McKerrigan, Shaver, Green, and Schaub. "NAYS," None. Absent: Gonzales.

Minutes September 27, 2019

MINUTE BOOK 35

Special Meeting
September 27, 2019

The Scottsbluff City Council met for a special meeting on Friday, September 27, 2019 at 8:00 a.m. in the Council Chambers at City Hall, 2525 Circle Drive, Scottsbluff. A notice of the meeting had been published on September 17, 2019, in the Star Herald, a newspaper published and of general circulation in the city. The notice stated the date, hour and place of the meeting and that the meeting would be open to the public, that anyone with a disability desiring reasonable accommodations to attend the council meeting should contact the city clerk's office and that an agenda of the meeting kept continuously current was available for public inspection at the office of the city clerk in City Hall; provided, the city council could modify the agenda at the meeting if it determined that an emergency so required. A similar notice, together with a copy of the agenda, also had been emailed to each council member, made available to radio stations KNEB, KMOR, KOAQ, and television stations KSTF and NBC Nebraska, and the Star Herald. An agenda kept continuously current was available for public inspection at the office of the city clerk at all times from publication of the notice to the time of the meeting.

Mayor Raymond Gonzales presided and Clerk Wright recorded the proceedings. The pledge of Allegiance was recited. Mayor Gonzales informed those in attendance that a copy of the Nebraska Open Meetings Act is posted in the front of the room on the west wall for the public's review. The following Council Members were present: Raymond Gonzales, Jeanne McKerrigan, Nathan Green, and Scott Shaver. Also in attendance were City Attorney Kent Hadenfeldt and City Manager Johnson. Absent: Terry Schaub.

Mayor Gonzales opened the public hearing at 8:01 a.m. to consider and take action on an application to the Nebraska Department of Economic Development for a Community Development Block Grant in the amount of \$750,000 for Owner Occupied Housing Rehabilitation. Mr. Bryan Venable, Business Resources and Social Enterprise Fund Manager with Panhandle Area Development District (PADD), approached Council stating they are completing the application on behalf of the City of Scottsbluff. He emphasized a housing study conducted in 2016 that identified the need for housing rehabilitation to benefit the low to moderate income houses in the community as being one of the driving factors which led them to do this. They are requesting \$750,000 from the State's Community Development Block Grant (CDBG) for Owner Occupied Housing Rehabilitation, with the idea of rehabilitating a minimum of 26 homes in the community that qualify as low to moderate households. He went on to explain a low to moderate household is one that is at or below 80% of the median income as defined by the Department of Housing and Urban Development (HUD). He also added the City is not required to match funds to qualify and there are no plans to displace citizens as a result of the rehab activities.

Council Member Shaver asked what the maximum amount is for a household and if the City has received interest in this grant. Mr. Venable answered; stating \$25,000 is the one time limit and they have received to date 35 pre-applications from the public, which shows much interest.

Council Member McKerrigan asked if we have received more applications due to the hail storm in August and if they could use the grant to pay for high deductibles. Mr. Venable stated potentially they could, but priorities have to be addressed with the application, such as code violations and there are minimum rehab standards that have to be met, as well as accessibility and energy efficiency.

Mr. Venable went on to explain the program is administered through PADD, but the grant is made to the City, with The Community Redevelopment Authority (CRA) being the City entity. City Manager Johnson added the CRA would make the recommendation to Council and they would have the final approval.

Mayor Gonzales asked if these types of projects have been successful in other communities. Mr. Venable answered, yes, in the past ten years, eight or nine projects have been done throughout the area and they have been very successful.

Council Member Green was concerned about an applicant's personal income tax and how this would affect them. Mr. Venable stated they do entrance and exit interviews with the applicant and these are grants. The contractor is paid directly, which does not affect their personal income.

There were no more comments from the public. Mayor Gonzales closed the public hearing at 8:08 a.m.

MINUTE BOOK 35

Council Member McKerrigan made the motion, seconded by Mayor Gonzales, to approve Resolution No. 19-09-06 authorizing the Mayor to sign an application for Community Development Block Grant Funds for Owner Occupied Housing Rehabilitation, "YEAS," McKerrigan, Shaver, Green, and Gonzales. "NAYS," None. Absent: Schaub.

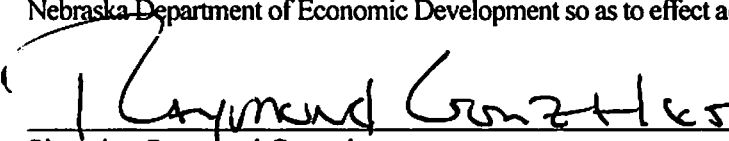
RESOLUTION AUTHORIZING CHIEF ELECTED OFFICIAL TO SIGN AN APPLICATION FOR CDBG FUNDS

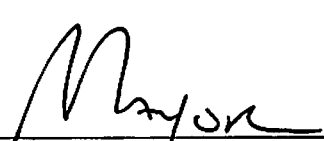
Whereas, the City of Scottsbluff, Nebraska, is an eligible unit of a general local government authorized to file an application under the Housing and Community Development Act of 1974 as amended for Small Cities Community Development Block Grant Program, and,

Whereas, the City Of Scottsbluff, Nebraska, has obtained its citizens' comments on community development and housing needs; and has conducted public hearing(s) upon the proposed application and received favorable public comment respecting the application which for an amount of \$750,000.00 for Owner Occupied housing rehab within the city limits of Scottsbluff, NE to benefit LMI households; and,

NOW, THEREFORE, BE IT RESOLVED BY

City Council of City of Scottsbluff, that the Mayor be authorized and directed to proceed with the formulation of any and all contracts, documents or other memoranda between City of Scottsbluff and the Nebraska Department of Economic Development so as to effect acceptance of the grant application.


Signed Raymond Gonzales


Title Mayor

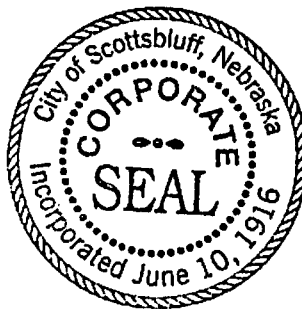
Date 09/27/2019

Council Member Shaver made the motion, seconded by Council Member McKerrigan to adjourn the meeting at 8:09 a.m., "YEAS," Green, Shaver, Gonzales, and McKerrigan. "NAYS," None. Absent: Schaub.

Attest:

City Clerk


Mayor



City of Scottsbluff, Nebraska

Monday, June 15, 2020

Regular Meeting

Item Reports2

Council to discuss and consider action regarding additional funding for the Old West Balloon Fest in the amount of \$10,000.00 to provide for free parking.

Staff Contact: Rick Kuckkahn, Interim City Manager

City of Scottsbluff, Nebraska

Monday, June 15, 2020

Regular Meeting

Item Reports3

Council to reconsider the License and Management Agreement for 23 Club to include removing the payment of \$3,000.00 to the City of Scottsbluff.

(Motion to reconsider must be made by a Council Member who voted on the prevailing side.)

Staff Contact: Rick Kuckkahn, Interim City Manager

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

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

RECITALS

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

NOW THEREFORE, Licensor and Licensee agree as follows:

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

[Execution Page Follows]

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

“LICENSEE”

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

By: _____
Its: President

“LICENSOR”

City of Scottsbluff, Nebraska,
A Municipal Corporation,

By: Raymond Gonzales, Mayor

Exhibit “A”

[Attach a copy of the current Rules]

City of Scottsbluff, Nebraska

Monday, June 15, 2020

Regular Meeting

Item Reports4

Council discussion and instruction to staff concerning outside use of City equipment.

Staff Contact: Rick Kuckkahn, Interim City Manager

From: Tracy Juranek [mailto:Tracy.Juranek@larmpool.org]
Sent: Tuesday, June 2, 2020 9:23 AM
To: Kimberley Wright
Subject: RE: Question

[EXTERNAL]: Caution: This email originated from outside of the organization. Do not click links or open attachments unless you recognize the sender and know the content is safe.

Hi Kim,

- 1.) As far as property damage to the gator, or other equipment....if it was damaged it would be covered as long as it is scheduled on your LARM schedule. Any of your equipment that is on your schedule is covered no matter who uses it as long as you've given them permission to use it.
- 2.) If someone from the group was injured, they would not be insured under your WC or liability policy. Unless they sued the City claiming the City was negligent in causing their injury...then we would pay to defend the City.

It's important for you to get a certificate of insurance from the organization running the program and using your property. They would need to name the City an additional insured on their policy.

If you have any further questions, please let me know.
Thank you!

Tracy Juranek
Customer Service Specialist

[Link to latest Coronavirus Information here](#)

League Association of Risk Management
1335 L. St. Ste 200, Lincoln NE 68508
Office: (402) 742-2604
Fax: (402) 476-4089
Website: www.larmpool.org



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ORDINANCE RECORD

ORDINANCE NO. 4227

AN ORDINANCE OF THE CITY OF SCOTTSBLUFF, NEBRASKA AMENDING CHAPTER 6, ARTICLE 6, SECTION 34, SETTING FORTH THE CHARGE FOR THE LABOR OF CITY OF SCOTTSBLUFF EMPLOYEES AND USE OF CITY OF SCOTTSBLUFF EQUIPMENT, ELIMINATING THE REFERENCES TO THE USE OF FIRE DEPARTMENT PERSONNEL AND EQUIPMENT, ADDING NEW FEES FOR ADDITIONAL ITEMS, REPEALING PRIOR PROVISIONS OF THE MUNICIPAL CODE, PROVIDING FOR AN EFFECTIVE DATE AND PROVIDING FOR PUBLICATION IN PAMPHLET FORM.

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

Section 1. Section 6-6-34 of the Scottsbluff Municipal Code is amended to provide as follows:

"6-6-34. Labor of City Employees; Use of City Equipment.

(a) When city employees perform work which for any lawful reason can be charged to some other person, entity, or business, the rate charged to the other person, entity, or business shall be as set forth in this section, plus an additional 15% administrative fee.

(b) For work involving the use of city equipment the following rates shall be charged:

Asphalt kettles.....	\$50.00/hour
Bucket Truck.....	\$60.00/hour
Cement Saw	\$6.00 linear foot
Chain Saw	\$30.00/hour
Chipper.....	\$45.00/hour
Compressors.....	\$25.00/hour
Dump Truck	\$65.00/hour
Fire Hydrants	\$10.00/per day, plus charges for water consumed as specified elsewhere
Flusher Truck	\$65.00/hour
Forklift	\$40.00/hour
Hand Blowers (snow)	\$25.00/hour
Hand Mower	\$25.00/hour
Line Eraser	\$35.00/hour
Loaders.....	\$85.00/hour
Motor Graders.....	\$85.00/hour
One Ton Trucks	\$30.00/hour
Paint Guns.....	\$30.00/hour
Paint Machines (ride on).....	\$65.00/hour
Pickups and other vehicles.....	\$30.00/hour
Pump 4".....	\$30.00/hour
Pump (Homelite 3")	\$25.00/hour
Salt Spreaders.....	\$85.00/hour
Sampler	\$20.00/per day
Sewer Jet	\$250.00/hour
Emergency	\$350.00/hour
Skid-Steer Loader	\$45.00/hour
Snow Blowers (on loaders).....	\$60.00/hour
Snow Plows: Jeep, etc.....	\$40.00/hour
Stanley Power Unit	\$20.00/hour
Sweepers	\$85.00/hour
Tapping Machine A-2	\$30.00/hour
Tapping Machine B-100	\$30.00/hour
Tapping Machine D-5	\$30.00/hour
Tractor w/Backhoe.....	\$85.00/hour
Tractor w/Mowers.....	\$60.00/hour
Wastewater televised pipeline inspection	\$225.00/hour

ORDINANCE RECORD

after regular business hours \$325.00/hour
Weed Eater \$10.00/hour
Wet Tapping Equipment \$200.00/hour

(c) For the repair of frozen meters the rate charge shall be the labor rate for city employees specified elsewhere in this section. In addition thereto the City shall charge for transportation at the rate of \$15.00 per hour with a \$5.00 minimum and the following frozen meter fee:

5/8ths inch meter	\$10.25
3/4ths inch meter	\$16.18
1 inch meter	\$22.95

(d) For the labor of city employees the rate charged shall be per employee per hour or fraction based on the following schedule:

Street Department employee:	\$55.00
Water Department employee:	\$44.00
Wastewater Department employee:	\$41.00

If overtime or after hours labor is involved the rate charged shall be one and one half (1.5) times the rate listed above per hour or fraction thereof."

Section 2. Existing Section 6-6-34 of the Scottsbluff Municipal Code is hereby repealed, provided this Ordinance shall not be construed to effect any cause of action, civil or criminal, existing or actions pending, at the time this Ordinance becomes effective.

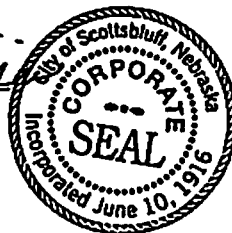
Section 3. This Ordinance shall become effective upon its passage, approval and publication shall be in pamphlet form.

PASSED AND APPROVED on April 2, 2018.


Mayor

Attest:


City Clerk (Seal)



Approved as to form:

Deputy City Attorney

City of Scottsbluff, Nebraska

Monday, June 15, 2020

Regular Meeting

Item Reports5

Council to remove from the table approving the Mayor to execute the Contract to get a project date set for the 23 Club Improvement Project.

Staff Contact: Rick Kuckkahn, Interim City Manager

City of Scottsbluff, Nebraska

Monday, June 15, 2020

Regular Meeting

Item Reports6

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

Staff Contact: Rick Kuckkahn, Interim City Manager

City of Scottsbluff, Nebraska

Monday, June 15, 2020

Regular Meeting

Item Reports⁷

Council to acknowledge the State of Nebraska Department of Economic Development Civic & Community Center Financing Fund Assistance Award Contract No. 20-03-097 for the 23 Club Improvement Project and authorize the Mayor to sign the Contract.

Staff Contact: Rick Kuckkahn, Interim City Manager

**STATE OF NEBRASKA DEPARTMENT OF ECONOMIC DEVELOPMENT
CIVIC AND COMMUNITY CENTER FINANCING FUND
ASSISTANCE AWARD CONTRACT NO. 20-03-097**

This contract is entered into between the State of Nebraska Department of Economic Development ("Department") and the City of Scottsbluff, Nebraska ("Recipient") upon the date of signature by both parties.

RECITALS:

A. The Nebraska Civic and Community Center Financing Act ("Act"), found in Neb. Rev. Stat. §13-2701 through §13-2710, was enacted to support the development of civic, community, and recreation centers throughout Nebraska that foster the maintenance or growth of communities. To provide funding for these development activities, the Act created the Civic and Community Center Financing Fund ("Fund") and directed the Department to award and administer grants of funds ("Act Funds") to eligible recipients. The requirements of the Act are incorporated herein by this reference.

B. The Recipient has submitted an application and all of the necessary supplementary materials (collectively, the "Application"). The Application sets forth a project involving the Rebuild and Renew 23 Club Baseball Park for Scottsbluff, Nebraska ("Project"), which is an activity that is eligible for assistance under the Act. The Application is incorporated herein by this reference.

C. The Project was conditionally approved by the Department in accordance with the Act, and Act Funds were subsequently appropriated by the Nebraska Legislature for use on the Project. Because Act Funds were appropriated by the Legislature, the grant of assistance to the Recipient is considered finally approved, and this grant agreement is intended to govern the Department's administration of Act Funds disbursed to the Recipient for the Project.

AGREEMENT:

Premised on the Recitals above and in consideration of the mutual promises and understandings of the parties set forth below, the parties agree as follows:

PART I: TERMS AND CONDITIONS.

§1.01 Amount and Initial Disbursement of Act Funds; Matching Funds.

The Department will disburse Act Funds to the Recipient for the Project in a total amount not to exceed the lesser of: \$74,171.50 or fifty percent (50%) of the actual cost of construction, renovation, or expansion of the Project.

The Department will disburse fifty percent (50%) of the award of Act Funds for the Project to the Recipient after the Department receives a fully executed grant agreement. The remaining fifty percent (50%) of the award of Act Funds will be disbursed as reimbursement for costs incurred in completing the Project.

Matching funds from local sources (as required by the Act) must be contributed to the Project prior to disbursement of Act Funds. The matching funds must be at least equal to the amount of Act Funds requested and at least fifty percent (50%) must be in cash.

§1.02 Contract Term.

The term of this contract will be from March 30, 2020 to March 29, 2022 ("Contract Term"). All of the Recipient's performance obligations under this contract must be completed within the Contract Term.

§1.03 Use of Act Funds.

The Act Funds must be used solely for the purposes set forth in the Application and as allowed and restricted by the Act and this agreement. Some specific restrictions which are applicable to the Project include, but are not limited to, the following:

- (a) Act Funds may be used for the construction, renovation, or expansion of the Project, but Act Funds may not be used for planning, programming, marketing, advertising, and related activities.
- (b) The Project is required to be physically located within the Recipient's municipal boundaries.
- (c) If the Project involves a civic, community, or recreation center, the Recipient must own and operate the Project facility for at least five (5) years after the start of the Contract Term. It is permissible for the Recipient to operate the Project facility through the use of agents, public or private.
- (d) If the Project involves a historic building that is owned by a nonprofit organization, the Recipient must enter into a contractual relationship with the nonprofit organization. A copy of the contract between the nonprofit organization and the Recipient must be provided to and approved by the Department prior to disbursement of any Act Funds.

§1.04 Disbursement of Act Funds; 50% Reserve/Escrow Until Project Completed.

Disbursements of Act Funds will be made to the Recipient in the form and manner prescribed by the Department if such disbursements are determined to be in conformance with the requirements of the Act.

In order to receive disbursements, the Recipient must submit the State of Nebraska ACH Enrollment Form to the Department. For disbursements after the initial fifty percent (50%),

the Recipient must provide, upon request by the Department, documentation substantiating the expenditure of Project costs and the use of adequate local matching funds for the requested disbursement.

Disbursements will be made by electronic deposit to the account designated by the Recipient on the State of Nebraska ACH Enrollment Form and in accordance with the requirements of this contract.

No more than fifty percent (50%) of the total Act Funds will be disbursed to the Recipient prior to the Department receiving a certification of the commitment and expenditure of the required minimum match or an amount of local sources equaling the total grant award. Upon a determination that Project costs have been properly documented by the Recipient and the minimum level of matching funds have been committed, the Department will disburse the remainder of the Act Funds.

§1.05 Incorporation of RECITALS.

All provisions of the RECITALS are incorporated as agreed provisions of the contract.

PART II: [RESERVED].

PART III: [RESERVED].

PART IV: OTHER CONTRACTUAL CONDITIONS.

§4.01 Designation of Officials to Execute Contract and Amendments.

The Director of the Department or their designee is the official authorized to execute this contract and any amendments to this contract on behalf of the Department.

The Chief Elected Official of the Recipient or their designee is the official authorized to execute this contract and any amendments to this contract on behalf of the Recipient.

Either party may request amendments to this contract; however, amendments will not be effective until mutually agreed to in writing by both parties.

§4.02 Project Outcome/Impact Performance Reports Required.

To assist the Department in obtaining information on the outcome/impact of grant funded projects, the Recipient must prepare and submit performance reports on the Project. All performance reports must be submitted in the form and manner specified by the Department.

Performance reports are due every six (6) months during the Contract Term and must include a narrative of the progress, Project expenditures to-date, data reflecting the

current status of the Project, any perceived changes to the budget for the Project, and any other information the Department may request.

The Recipient may also be required to submit interim performance reports upon request. These reports will be subject to reasonable requirements and due dates as determined by the Department.

A final performance report must be submitted to the Department no later than thirty (30) days prior to the end of the Contract Term. The report must include a final narrative on the outcome of the Project, including information on what was and was not successful in completing the Project as described in the Application, and any other Project information that may be requested by the Department. The Department may withhold up to ten percent (10%) of the Act Funds awarded under this contract until the Department receives and approves the final performance report.

All performance reports must be submitted to the Department via mail to the CCCFF Coordinator, Nebraska Department of Economic Development, 301 Centennial Mall South, PO Box 94666, Lincoln, NE 68509; via email to jenny.mason@nebraska.gov; or via other means designated by the Department.

Failure to provide required performance reports by the required due dates may result in the Department declaring the Recipient to be in substantial breach of this contract. If that happens, the Department may immediately terminate this contract, in whole or in part, and/or require repayment of any or all Act Funds disbursed to the Recipient.

§4.03 Accounting for Act Funds; Record Access.

The Recipient must account for Act Funds in a manner consistent with generally accepted accounting principles. All expenditures of Act Funds by the Recipient must be for obligations incurred in furtherance of the Project and must be supported by documentation evidencing the necessity for such expenditures. The Recipient must keep such records as the Department may require for compliance with the Act.

The Department and any other duly authorized official of the State of Nebraska must have full access to and the right to examine, audit, excerpt, or transcribe any of the Recipient's records pertaining to this contract. The records must be retained for at least three (3) years after termination of this agreement.

§4.04 Compliance with State and Act Regulations and Performance Monitoring.

The Recipient must comply with all applicable state law, Act regulations, and any reasonably equivalent procedures and requirements that the Department may prescribe. In particular, the Recipient agrees to establish internal controls in order to provide the Department with reasonable assurance that it is carrying out the Project in compliance with state statutes, regulations, and the terms and conditions of this contract. The

Department may conduct performance review monitoring visitations to determine compliance with this contract.

§4.05 Early Termination; Termination by Mutual Agreement.

The Department may terminate this contract for any reason upon sixty (60) days written notice to the Recipient.

This contract may also be terminated, in whole or in part, prior to the completion of Project activities when both parties agree that continuation is not feasible or would not produce beneficial results commensurate with the further expenditure of funds. In the event of mutual termination, the parties must agree on the termination conditions, including the effective date and the portion to be terminated.

The Recipient must not incur new obligations for the terminated portion after the effective date and must cancel as many outstanding obligations as possible. The Department will make funds available to the Recipient for allowable expenses incurred before the effective date of termination.

§4.06 Termination Due to Loss of Funds.

This contract may terminate, in full or in part, in the event the Department suffers a loss of funding which permits it to fund the Recipient. In such an event, the Department will provide the Recipient written notice setting forth the effective date of full or partial termination.

§4.07 Termination for Cause.

In the event:

- (a) the terms of this contract have not been nor are anticipated to be fulfilled;
- (b) the Department determines the Application contained material omissions, errors, or misrepresentations; or
- (c) the Department determines Act Funds have been used for purposes other than eligible Project activities or in a manner contrary to the requirements of the Act;

Then, the Department may revoke the grant and terminate this contract, seek repayment of Act Funds paid to the Recipient, or both. Payments made to the Recipient or recoveries by the Department will be in accordance with the legal rights of the parties.

§4.08 Force Majeure.

Neither party shall be liable for any costs or damages resulting from its inability to perform any of its obligations under the contract due to a natural disaster or other similar event outside the control and not the fault of the affected party ("Force Majeure Event"). A Force

Majeure Event shall not constitute a breach of the contract. The party so affected shall immediately give notice to the other party of the Force Majeure Event.

The Department may grant relief from performance of the contract if the Recipient is prevented from performance by a Force Majeure Event. The burden of proof for the need for such relief shall rest upon the Recipient. To obtain release based on a Force Majeure Event, the Recipient shall file a written request for such relief with the Department.

Labor disputes with the impacted party's own employees will not be considered a Force Majeure Event and will not suspend performance requirements under the contract.

§4.09 Notice.

Except as otherwise expressly specified herein, all notices, requests, or other communications shall be in writing and shall be deemed to have been given if delivered personally or mailed by U.S. Mail, postage prepaid and return receipt requested, to the parties at their respective addresses set forth in the Application, in this contract, or at such other addresses as may be specified in writing by either of the parties. All notices, requests, or communications shall be deemed effective upon personal delivery or four (4) calendar days following deposit in the mail.

§4.10 Waivers in Writing; Severability; Assignment of Interest.

No conditions or provisions of this contract will be waived unless approved by the Department in writing.

If any provision of this contract or its application to any person or circumstances is held invalid by any court of competent jurisdiction, the invalidity will not affect other provisions of this contract.

The Recipient may not assign or transfer any interest in this contract to any other party without the written consent of the Department.

§4.11 Relationship of the Parties.

Nothing in this contract should be construed in any manner as creating or establishing the relationship of partners between the parties, nor shall either party have the right, power, or authority to create any obligations or duty, express or implied, on behalf of the other party. Any and all claims on behalf of any person arising out of employment or alleged employment (including, but not limited to, claims of discrimination) against the Recipient, its officers, or its agents will in no way be the responsibility of the Department.

§4.12 Applicability to Subrecipients and Contractors.

All provisions of this contract will be made binding on any subrecipient or contractor of the Recipient, and the Recipient will, nonetheless, remain fully obligated under the provisions of this contract.

Any such subrecipient or contractor of the Recipient must be authorized to transact business in the State of Nebraska. All subrecipients and contractors are expected to comply with all Nebraska Secretary of State and Department of Revenue registration requirements, including any registration requirements pertaining to types of business entities (e.g. sole proprietorship, partnership, foreign/domestic limited liability company, association, or foreign/domestic corporation). Construction contractors are expected to meet all applicable requirements of the Nebraska Contractor Registration Act and provide a current, valid certificate of registration to the Recipient for its records.

§4.13 State of Nebraska Non-Liability/Hold Harmless.

The Recipient must hold the State of Nebraska and the Department harmless from any and all claims, demands, and actions based upon or arising out of any services performed by the Recipient or by their officials, officers, employees, agents, or associates under this contract.

§4.14 Authorization of Project Publicity and Information Sharing.

Prior to announcing or referring to the Project or Project activities in news releases, press conferences, or other media, the Recipient must inform the Department and, if requested, include an acknowledgement or reference to the funding made available for the Project.

The Recipient agrees to allow the Department to issue news releases and otherwise share information and/or make announcements about the Project. The Department is not required to obtain any approval, written or otherwise, from the Recipient prior to releasing information about the Project.

§4.15 Verification of Work Eligibility Status for New Employees.

The Recipient is required and hereby agrees to use a federal immigration verification system to determine the work eligibility status of new employees physically performing services within the State of Nebraska.

In this context, "new employees" means employees hired on or after the effective date of this contract. A "federal immigration verification system" means the electronic verification of the work authorization program authorized by the Illegal Immigration Reform and Immigrant Responsibility Act of 1996 (8 U.S.C. 1324a), known as the E-Verify Program, or an equivalent federal program designated by the United States Department of Homeland

Security or other federal agency authorized to verify the work eligibility status of a newly hired employee.

This contractual obligation to verify work eligibility status for new employees physically performing services within the State of Nebraska also applies to any and all subcontractors utilized by the Recipient in performing this contract. The Recipient will be responsible to the Department for enforcing this requirement with its subcontractors. A failure by the Recipient to adhere to these requirements is a violation of the statutory requirements in Neb. Rev. Stat. §4-114 and, as such, will be deemed a substantial breach of this contract which could result in the Department declaring the Recipient to be in default on the contract.

§4.16 Drug Free Workplace Policy.

The Recipient acknowledges the State of Nebraska requires a Drug Free Workplace Policy on the part of the Recipient as a term and condition of contracting with the Department.

§4.17 Civil Rights Law and Equal Opportunity Employment.

The Recipient must comply with all applicable local, state, and federal statutes and regulations regarding civil rights law and equal opportunity employment. The Recipient shall not discriminate against any employee or applicant for employment with respect to the employee's or applicant's hire, tenure, terms, conditions, or privileges of employment because of his or her race, color, religion, sex, disability, or national origin.

§4.18 Americans with Disabilities Act (ADA).

The Recipient must comply with all provisions of the Americans with Disabilities Act (ADA) with respect to hiring, training, and employment practices including the reasonable accommodation of persons with disabilities in hiring, training, and employment practices and in assuring access by persons with disabilities to facilities and services provided by the Recipient to the general public.

§4.19 Governing Law; Binding Effect; Counterparts; Entire Agreement.

This agreement shall be governed by, construed according to the laws and regulations of, and subject to the jurisdiction of the State of Nebraska.

This agreement will be binding upon and will inure to the benefit of the successors, assigns, and legal representatives of the parties.

This agreement or any amendment of this agreement may be signed in any number of counterparts; each of which will be considered an original, and all of which taken together will constitute one agreement or amendment, as the case may be.

This instrument, any attachments, and those items incorporated by reference contain the entire agreement between the parties.

ACCEPTANCE PROVISIONS.

The parties acknowledge they have read and understand this contract, they agree to its provisions, and that it will be effective on the date when both parties have signed.

NEBRASKA DEPARTMENT OF ECONOMIC DEVELOPMENT	RECIPIENT→ City of Scottsbluff, Nebraska
By: _____ (Director or Designee)	By: _____ (Authorized Official)
_____ (Typed or Printed Name/Title)	_____ (Typed or Printed Name/Title)
_____ (Date)	_____ (Date)

City of Scottsbluff, Nebraska

Monday, June 15, 2020

Regular Meeting

Item Reports8

Council update, discussion, and instruction to staff regarding changing the speed limit on 27th Street.

Staff Contact: Scott Shaver

City of Scottsbluff, Nebraska

Monday, June 15, 2020

Regular Meeting

Item Reports9

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

Staff Contact: Scott Shaver

It looks like there are no height restrictions on Commercial (unless 25-4-6 includes commercial).
So the basic changes I'm looking for are:

25-4-3 (3) Rear: rear yard fences maybe of any class, but may not exceed **ninety-six (96)** inches in height.

25-4-6 (1) Adjacent to streets. Segments of a perimeter fence which are constructed substantially parallel with and adjacent to the boundary lines of front and side streets, or either, shall be of a single uniform class and height, which latter shall not exceed **ninety-six (96)** inches; provided, any segment of a perimeter fence constructed pursuant to a special permit within the right-of-way of a street, alley or other public way outside the corporate limits of the City shall be a Class Two (2), Three (3) or Four (4) fence

25-4-3. Residence, business zones; dwellings; requirements.

Fences in residence and business zones, and those enclosing a lot or tract of land used for dwelling purposes in any zone, must conform to the following requirements:

- (1) Front. Fences constructed between the front building setback line and the front lot line may be of any class, but shall not exceed forty-two (42) inches in height, provided however, that fences of the Class Two (2) and Class Three (3) may exceed forty-two inches in height (42) but may not exceed forty-eight (48) inches in height.
- (2) Side. Side yard fences back of the front building setback line may be of any class, but may not exceed seventy-two (72) inches in height.
- (3) Rear. Rear yard fences may be of any class, but may not exceed seventy-two (72) inches in height.
- (4) Corner lot. Notwithstanding any other provisions of this Article to the contrary, no fence exceeding 36 inches in height, measured from sidewalk grade, and if no sidewalk exists, from the top of curb, with a 50% open design may be built:
 - a. on a corner lot, within a triangular area bounded on two sides by the intersecting street right-of-way lines and on the third side by a line connecting points on each right-of-way line which are 20 feet from their intersection, or
 - b. on a corner lot adjoining an alley, within a triangular area bounded on two sides by the intersecting right-of-way lines of the alley and adjoining side street and on the third side by a line connecting points on each right-of-way line which are located at the distance from their intersection which is equal to the applicable side street setback requirement.
- (5) On retaining wall. If a fence is constructed on the top of a retaining wall, the height

of the fence is measured from the ground on the low side of the retaining wall, except that a Class (2), (3), (4) or (6) fence may be constructed on top of a retaining wall to a height not more than 30 inches above the ground measured on the high side of the retaining wall.

(6) Retaining wall design. A retaining wall must be adequately designed, constructed, and drained to withstand any lateral pressure to which it is subject.

(7) Obstruction of vision. Anything in this Article to the contrary notwithstanding, no fence, retaining wall, shrub, tree, or similar obstruction may be constructed or maintained if it will obstruct traffic vision.

(8) Dangerous; prohibited. No barbed wire, other sharp pointed, or electrically charged fence may be constructed or maintained.

(9) Dilapidated; dangerous; removal. The Development Services Director may order any dilapidated or dangerous fence removed.

(10) Utility substations. Anything in this Article to the contrary notwithstanding, fences enclosing public or private utility substations in residential zones need conform only to the requirements set forth in section 25-4-3. (Ord. 3639, 2000; Ord. 4013 (2010))

25-4-6. Perimeter fences; residence; generally.

Perimeter fences in residence zones shall conform to the requirements in sections 25-4-3 (1) to 25-4-3 (9), except as follows:

(1) Adjacent to streets. Segments of a perimeter fence which are constructed substantially parallel with and adjacent to the boundary lines of front and side streets, or either, shall be of a single uniform class and height, which latter shall not exceed seventy-two (72) inches; provided, any segment of a perimeter fence constructed pursuant to a special permit within the right-of-way of a street, alley or other public way outside the corporate limits of the City shall be a Class Two (2), Three (3) or Four (4) fence.

(2) Side. Any segment of a perimeter fence which is constructed on, or adjacent to and substantially parallel with a boundary line between abutting blocks, lots or tracts of land shall conform to the requirements for side yard fences which are contained in this Article.

(3) Rear. Any segment of a perimeter fence which is constructed on, or adjacent to and substantially parallel with, the rear boundary line of any blocks, lots or tracts of land shall be of a single, uniform class and height and shall otherwise conform to the requirements for rear yard fences which are contained this Article.

(4) Corner. Perimeter fences on corner lots, anything in sections 25-4-3 (1) to 25-4-3 (9), inclusive, to the contrary notwithstanding, shall conform to the requirements for fences on corner lots which are contained in this Article.

(5) Special permit. Perimeter fences are permitted on residence zones if a special permit therefor is issued by the Planning Commission, subject to conditions stated in Article 13 of this Chapter. (Ord. 3639, 2000)

City of Scottsbluff, Nebraska

Monday, June 15, 2020

Regular Meeting

Item Reports10

Council discussion and instruction to staff concerning the leash law and related control of pets.

Staff Contact: Rick Kuckkahn, Interim City Manager

City of Scottsbluff, Nebraska

Monday, June 15, 2020

Regular Meeting

Item Reports11

Council to discuss and consider action on the amended landfill Agreement with the City of Gering.

Staff Contact: Rick Kuckkahn, Interim City Manager

**TERMINATION AGREEMENT OF THE AGREEMENT
FOR SERVICE AND CONTINUATION TO FUND RESERVE ACCOUNT
FOR THE CONSTRUCTION OF NEW LANDFILL**

This Termination Agreement of the Agreement For Service and Continuation to Fund Reserve Account for the Construction of New Landfill ("Termination Agreement") is made on _____, 2020 by and between the City of Scottsbluff, Nebraska, a municipal corporation ("Scottsbluff") and the City of Gering, Nebraska, a municipal ("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 accept and dispose of Scottsbluff's municipal solid waste and also provide for roll-offs and compactors within Scottsbluff.

In addition, Scottsbluff and Gering agreed to contribute \$7.50 per ton for every ton of municipal solid waste disposed by them in the Gering landfill to fund a separate interest bearing reserve account which is intended to be used to site, construct and partner in new landfill.

Scottsbluff and Gering now mutually agree that in order to extend the life of the current Gering landfill, Scottsbluff and Gering now terminate the Agreement and Addendum and Scottsbluff will be permitted to contract for and seek a different disposal site for its municipal solid waste and Gering will no longer provide any service to Scottsbluff under the Agreement and Addendum. However, Scottsbluff and Gering will continue to partner and fund the interest bearing reserve account to site, construct and partner in a new landfill.

Scottsbluff and Gering now mutually agree as follows:

1. Termination of Agreement and Addendum: Scottsbluff and Gering mutually agree to terminate, cancel and nullify the Agreement and Addendum and agree that neither party shall be obligated to perform under their terms, except as set forth in paragraph 2. herein.
2. Reserve Account for New Landfill Site:
 - (a) Although Scottsbluff and Gering have mutually agreed to terminate the Agreement and Addendum, both Scottsbluff and Gering agree they both shall continue to contribute \$7.50 per ton of municipal solid waste disposed of by each party to fund a separate interest bearing reserve account ("Reserve Account"). Scottsbluff agrees to provide monthly reports to Gering showing the number of tons of municipal solid waste delivered to its new disposal site, and agrees to contribute \$7.50 per ton for every ton of municipal solid waste disposed of based on the monthly report. Scottsbluff and Gering still intend to partner in a new landfill at a different location, and to use the funds in the Reserve Account to site and construct the same. The funding of the Reserve Account by Scottsbluff and Gering will continue until Scottsbluff notifies Gering, in writing, that Scottsbluff will not participate in

the joint effort to site and construct a new landfill or until Gering agrees to sign and enter into an Interlocal Agreement to partner with Scottsbluff in a joint effort to construct a new landfill. The Interlocal Agreement shall then set forth the parties obligations in regard to the Reserve Account. If either of the parties to this Termination Agreement gives written notice to the other party of its intention not participate in the joint effort to site and build a new landfill, all the money in the Reserve Account will remain in the Reserve Account to be used to site and construct a new landfill by Gering, and Scottsbluff shall forfeit all money contributed into the Reserve Account. In the event neither party goes forward to site and construct a new 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 in the Reserve Account will be divided by them based on each parties contribution per ton of municipal solid waste. The purpose of the Reserve Account being to site 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 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 of municipal solid waste disposed of, which funds will be placed in the Reserve Account, all final charges of which will be determined by Gering. Third party Reserve Account fees will be deposited into the Reserve Account. Gering and Scottsbluff agree to invest such public funds in this Reserve Account consistent and in accordance with Nebraska law.

(b) If Gering and Scottsbluff mutually agree, in writing, to not jointly site and construct a new landfill, then both Gering and Scottsbluff shall be entitled to their respective contributions in the Reserve Account based upon fees per ton delivered and paid, as well as interest accrued on a mutually 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. Miscellaneous:

- (a) This Termination Agreement constitutes the entire agreement of the parties with respect to its subject matter, and may only be modified in writing signed by both of the parties.
- (b) Either parties waiver of any one default shall not be a waiver of the same or any other default in the future. In addition, either parties failure to exercise any right given to it by this Termination Agreement shall not be a waiver of any later exercise of that right.
- (c) The provisions of this Termination Agreement are severable and if any provision is held to be invalid, the remainder of the Termination Agreement shall remain in effect.
- (d) This Termination Agreement may be executed in any number of counterparts, each of which shall be deemed an original, but which together shall constitute a single instrument.
- (e) This Termination Agreement shall be governed by the laws of Nebraska.
- (f) This Termination Agreement shall be binding on the successors and assigns of the parties.
- (g) Neither party has the right to assign or transfer their interest in this Termination Agreement without the written consent of the other party.
- (h) In the event of disagreement or dispute concerning any of the terms of this Termination Agreement, the parties agree to negotiate and work toward resolving any such disputes or disagreements in good faith.

CITY OF SCOTTSBLUFF, NEBRASKA

CITY OF GERING, NEBRASKA

By _____
Raymond Gonzales, Mayor

By _____
Mark A. Kaufman, Mayor

Attest: _____
City Clerk

Attest: _____
City Clerk