

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

**Regular Meeting**  
**December 21, 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) Council to approve the minutes of the December 7, 2020 Regular Meeting.
  - b) Council to acknowledge a liability claim at 1517 W. Overland, Scottsbluff. Council will not take any action on the claim.
9. Claims
  - a) Council to consider and take action on claims of the City.
10. Petitions, Communications, Public Input:
  - a) Council to receive a presentation from the Riverside Discovery Center.
11. Bids & Awards:
  - a) Council to discuss and consider action on awarding the bid for the Two, New One-Ton Trucks to Team Chevrolet (truck) for \$28,488 per truck and Aulicks (flatbed) for \$10,573 per flatbed for a total of 78,122.
12. Subdivisions & Public Improvements:

- a) Council to discuss and consider action on a preliminary and final plat of Lots 1 & 2 Imperial Acres Addition and approve the Resolution.
13. Resolution & Ordinances:
- a) Council to discuss and consider action to approve a Resolution updating the bank signature authorization and authorize the Mayor to sign the Resolution.
  - b) Council to discuss and consider action on adopting the International Fire Code, 2018 Edition, and approve the Ordinance.
14. Reports from Staff, Boards & Commissions:
- a) Council to discuss and consider action on the Addendum for Contribution Under the Joint Funding Agreement for Water Resource Investigation and authorize the Mayor to sign the Agreement.
  - b) Council to discuss and consider action on approving the renewal of an Agreement with Johnsen Corrosion Engineering, Inc. for continuing the existing Water Tower Corrosion Control Service Program and authorize the Mayor to sign the Agreement.
  - c) Council to discuss and consider action on the Agreement with Vidal Salazar d/b/a Scotties Potties of Scottsbluff to provide, maintain and service portable toilets within the City and authorize the Mayor to sign the Agreement.
  - d) Council to discuss and consider action on an Agreement between the City of Scottsbluff & Panhandle Area Development District for scope of work administration regarding the Community Development Block Grant awarded for Owner Occupied Housing Rehabilitation & authorize the Mayor to sign the Agreement.
  - e) Council to discuss, consider and take action on the Employment Agreement with Dustin Rief as City Manager and authorize the Mayor to sign the Agreement.
  - f) Council to discuss and consider action on giving direction to staff involving language to amend the Scottsbluff Municipal Code with regards to the City Manager residence requirement.
  - g) Council to discuss and consider action on a Reserve Account Agreement with the City of Gering; authorize the Mayor to sign the Agreement or give direction to staff.
  - h) Council to receive an update from the City of Gering regarding a new solid waste disposal site and discuss and consider action on the Solid Waste Disposal Site Exploration Agreement and Option to Purchase and authorize the Mayor to sign the Agreement.
15. Council reports (informational only): This item is intended for Council Members to update and inform other Council Members of meetings attended since the last City Council meeting.
16. Adjournment.

# **City of Scottsbluff, Nebraska**

**Monday, December 21, 2020**

**Regular Meeting**

**Item Closed1**

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

**Staff Contact: City Council**

**City of Scottsbluff, Nebraska**  
**Monday, December 21, 2020**  
**Regular Meeting**

**Item Youth Cou 1**

**informational only:**

**Staff Contact:**



# **City of Scottsbluff, Nebraska**

**Monday, December 21, 2020**

**Regular Meeting**

## **Item Consent1**

**Council to approve the minutes of the December 7, 2020 Regular Meeting.**

**Staff Contact: Kim Wright, City Clerk**

The Scottsbluff City Council met in a regular meeting on December 7, 2020 at 6:03 p.m. in the Council Chambers of City Hall, 2525 Circle Drive, Scottsbluff. A notice of the meeting had been published on December 4, 2020, in the Star Herald, a newspaper published and of general circulation in the City. The notice stated the date, hour and place of the meeting; that the meeting would be open to the public and that anyone attending was encouraged to wear a mask and to respect social distance guidelines. It also stated that anyone with a disability desiring reasonable accommodations to attend the Council meeting should contact the City Clerk's Office, and that an agenda of the meeting kept continuously current was available for public inspection at the office of the City Clerk in City Hall; provided, the City Council could modify the agenda at the meeting if it determined that an emergency so required. A similar notice had been emailed to each council member, made available to radio stations KNEB, KMOR, KOAQ, and television stations KSTF and NBC Nebraska, and the Star Herald. The notice was also available on the city's website on December 4, 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, Scott Shaver, Nathan Green, and Terry Schaub. Also present were City Attorney Kent Hadenfeldt and Interim City Manager Rick Kuckkahn. Absent: None. Mayor Gonzales asked if there were any changes to the agenda. City Clerk Wright asked that item 10c, Selection of Temporary Chairperson be removed from the agenda. City Code 6-1-22 states the duties fall on the Vice President. In the absence of the President and Vice President, the Council shall elect one of its members to serve as the temporary chairperson. Council Member Schaub moved, seconded by Council Member McKerrigan to eliminate 10c, Selection of Temporary Chairperson, from the agenda. "YEAS," Green, McKerrigan, Gonzales, Shaver, and Schaub. "NAYS," None. Absent: None. Mayor Gonzales then asked if any citizens with business not scheduled on the agenda wished to include an item providing the City Council determines the item requires emergency action. There were none.

Council Member Schaub made the motion, seconded by Council Member McKerrigan to approve items 8a-h titled Minutes:

- a) The minutes of the November 1, 2020 Regular Meeting.
- b) The minutes of the November 18, 2020 Special Meeting.
- c) The minutes of the November 19, 2020 Special Meeting.
- d) The minutes of the November 30, 2020 Special Meeting.
- e) The minutes of the November 30, 2020 Regular Meeting.
- f) The minutes of the December 1, 2020 Special Meeting.
- g) The minutes of the December 2, 2020 Special Meeting.
- h) The minutes of the December 4, 2020 Special Meeting,

"YEAS," Schaub, Shaver, Green, Gonzales, and McKerrigan. "NAYS," None. Absent: None.

Council recognized Raymond Gonzales and Scott Shaver for their years of service to the Scottsbluff City Council. Vice President of the Council, Jeanne McKerrigan, presented both of them plaques on behalf of the City and thanked them for serving.

City Clerk Wright reported that Council Members-elect Angela Scanlan and Jordan Colwell are

qualified to be seated as members of the City Council and their bond applications are in process. Council Members elect Angela Scanlan and Jordan Colwell read their Oaths of Office and were seated as City Council Members. Roll call was taken and the following Council Members were present: Nathan Green, Jeanne McKerrigan, Terry Schaub, Angela Scanlan, and Jordan Colwell. Absent: None.

Chairperson McKerrigan called for nominations for Mayor. Council Member Scanlan nominated Council Member Colwell. Council Member Schaub nominated Council Member McKerrigan and Council Member Green nominated himself for President/Mayor of the City Council. There were no other nominations

City Clerk Wright called the roll in the order the nominations were received starting with calling the roll for the nomination of Jordan Colwell as Mayor, "YEAS," Scanlan and Colwell. "NAYS," Schaub, Green, and McKerrigan. Absent: None.

City Clerk Wright then called the roll for the nomination of Jeanne McKerrigan as Mayor, "YEAS," Schaub, Colwell, Scanlan, Green, and McKerrigan. "NAYS," None. Absent: None.

Due to majority vote, Council Member McKerrigan took her seat as Mayor of the City of Scottsbluff.

Mayor McKerrigan called for nominations for Vice-President of the Council. Council Member Scanlan nominated Council Member Colwell and Council Member Green nominated himself for the office of Vice-President of the Council. There were no other nominations.

City Clerk Wright called the roll for the nominations of Vice-President in the order they were received starting with calling the roll for the nomination of Jordan Colwell as Vice-President of the Council, "YEAS," McKerrigan, Schaub, Colwell, and Scanlan. "NAYS," Green. Absent: None.

Due to majority vote, Council Member Colwell took his seat to serve as Vice-President of the Council.

At this time, each of the Council Members selected the committees they wished to represent. Moved by Council Member Scanlan, seconded by Council Member Green, to make the following committee appointments:

- a) Panhandle Area Development District – City Manager or designee; Scanlan (alternate)
- b) Scottsbluff Drain Operating Committee – Schaub and Green (alternate)
- c) Panhandle Humane Society – Animal Control Officer Brunz
- d) Technical Advisory Committee – Scanlan and McKerrigan (alternate)
- e) NPPD Retail Community Customer Committee – City Manager or designee (primary)
- f) Public Alliance for Community Energy (PACE) – City Manager or designee (primary)
- g) Youth Council- McKerrigan
- h) Resource, Conservation & Development Board (RC&D) - McKerrigan (primary)
- i) Riverside Discovery Center Board – Green
- j) 911 Steering Committee – Schaub and Colwell (alternate)
- k) Western Nebraska Economic Development Committee – Schaub and Scanlan (alternate)
- l) Revenue Committee – McKerrigan and Colwell

- m) East Overland Steering Committee – Schaub and Green (alternate)
- n) Tri City Active Living Advisory Council – McKerrigan
- o) Platte Alliance Water Supply – Green and Colwell (alternate)
- p) Region 22 Emergency Management Advisory Board – Schaub and Schingle (proxy)
- q) Heartland Expressway – Green and McKerrigan (alternate)

“YEAS”, Colwell, Green, McKerrigan, Schaub, and Scanlan. “NAYS” None. Absent: None.

At 6:26 p.m., Mayor McKerrigan moved to convene as the Scottsbluff Leasing Corporation.

(Minutes of the Scottsbluff Leasing Corporation are under separate file)

At 6:33 p.m., moved by Council Member Green, seconded by Council Member Scanlan, to adjourn as the Scottsbluff Leasing Corporation and reconvene to the regular meeting of the Scottsbluff City Council, “YEAS” Schaub, Green, Scanlan, Colwell, and McKerrigan. “NAYS” None. Absent: None. The following Council Members were present: Angela Scanlan, Jordan Colwell, Nathan Green, Terry Schaub, and Jeanne McKerrigan. Absent: None.

Moved by Council Member Green, seconded by Council Member Schaub, “that the following claims be and hereby are approved and should be paid as provided by law out of the respective funds designated in the list of claims dated December 7, 2020, as on file with the City Clerk and submitted to the City Council,” “YEAS”, Colwell, Schaub, Green, McKerrigan, and Scanlan. “NAYS” None. Absent:None.

#### CLAIMS

ADVANCE AUTO PARTS,PARKS 343- BELT,87.38; ALLO COMMUNICATIONS,LLC,LOCAL TELEPHONE CHARGES,4099.97; AMAZON.COM HEADQUARTERS,MISC.,384.3;ANITA'S GREENSCAPING INC,CONT.SRVCS.,510;B&HINVESTMENTS, INC,DEP. SUP. - LIRBARY,210.5; BAKER & ASSOCIATES INC,23 CLUB IMPROVEMENTS,1538.5; BLACK HILLS GAS DISTRIBUTION LLC,MONTHLY ENERGY BILL,2651.01; BLUFFS FACILITY SOLUTIONS,JAN. SUP.,604.23; BNSF RAILWAY COMPANY,PATHWAY EXPENSE,5617.04; CAPITAL BUSINESS SYSTEMS INC.,CONTRACTUAL-PD,107.7; CARR- TRUMBULL LUMBER CO, INC.,XXL TYVEK COVERALLS,590.58; CELLCO PARTNERSHIP,CELL PHONES-PD,1565.86; CITIBANK N.A.,DEPT SUPP PARK,720.56; CITIBANK, N.A.,SUPP - HEX NUTS & BOLTS,101.7; CITY OF GERING,DISPOSAL FEES RECYCLING & TRASH OCT 2020,42846.86; CITY OF SCB,PETTY CASH,102.95; COLONIAL LIFE & ACCIDENT INSURANCE COMPANY,INSURANCE,48.7; CONTRACTORS MATERIALS INC.,DEPT SUP,1023.02; CORE & MAIN LP,CONTRACTUAL SVC,23210;CRESCENT ELECT. SUPPLY COMP INC,ELECT. SUPP - FUSES, TIME DELAYS,82.66; CYNTHIA GREEN,DEPT SUPP GIS,691.44; DAS STATE ACCOUNTING-CENTRAL FINANCE,MONTHLY LONG DISTANCE,105.94; ELLIOTT EQUIPMENT COMPANY INC.,WHEELS FOR REARLOADER CANS,922.08; ENERGY LABORATORIES, INC DEPT 6250,SAMPLES,135; ENVIRONMENTAL ANALYSIS SOUTH, INC,CONTRACTUAL SVC,450.5; FAT BOYS TIRE AND AUTO,CEMETERY & PARKS- TIRES,278.1; FBG SERVICE CORPORATION,BLDG. MAIN.,1346; FEDERAL EXPRESS CORPORATION,POSTAGE,151.7;

FLOYD'S TRUCK CENTER SCOTTSBLUFF,REPAIRS TO UNIT #816,2079.39; FRANCISCO'S BUMPER TO BUMPER INC,TOW SERVICE-PD,1715; FREMONT MOTOR SCOTTSBLUFF, LLC,POLICE #1- WHEEL ASSY,107.06; FYR-TEK INC,BREATHING REGULATOR REPAIR,84.8; GALLS INC,UNIFORMS-PD,585.97; GENERAL ELECTRIC CAPITAL CORPORATION,DEPT SUP,852.54;GREENING ENTERPRISES INC.,16 SETS DUAL PURPOSE PERSONAL PROTECTIVE EQUIPMENT,11376.8;GRIESSSPENCER,SCHOOLS& CONF-PD,600;HARGES DANIEL,SCHOOLS & CONF-PD,600; HAWKINS, INC.,CHEMICALS,4454.25; HOA SOLUTIONS, INC,EQUIP MAINT,836.89; HYDROTEX PARTNERS, LTD,WW STOCK- POWER KLEEN,208.98; ICC CERTIFICATION SERVICES,DEPT MMBRSH,145; IDEAL LAUNDRY AND CLEANERS, INC.,RUGS, SHOP TOWELS, MOPS,562.17; INDEPENDENT PLUMBING AND HEATING, INC,GROUND MAINT PARK,95.8; INGRAM LIBRARY SERVICES INC,BKS.,606.28; INTERNAL REVENUE SERVICE,WITHHOLDINGS,63602.77; INTRALINKS, INC,DATTO SIRIS NOV 2020 - ADMIN/PD/WATER,2663; INVENTIVE WIRELESS OF NE, LLC,INTERNET,35.9; JOHN DEERE FINANCIAL,VIRUS SUPP - MASKS,465.67; JOHN DEERE FINANCIAL,EQUIP MAINT PARK,136.8; JOHN DEERE FINANCIAL,PARKS 333- ELECTRICAL COIL,69.13; KNOW HOW LLC,ES #824- ORINGS, HOSE, CONNECTORS, FITTINGS,751.19; KUCKKAHN, RICK,EXPENSE REIMB. - COUNCIL MTGS 11/18-19/20,37.91; LEAGUE ASSOCIATION OF RISK MANAGEMENT,2020 ELGIN BROOM BEAR SWEEPER,876.01; LOGAN CONTRACTORS SUPPLY INC,BEARING ASSY FOR TAR KETTLE,145.06; M.C. SCHAFF & ASSOCIATES, INC,ENGINEERING,10170; MACQUEEN EQUIPMENT INC,ONE 2020 ELGIN BROOM BEAR STREET SWEEPER,214450.55; MAGNET SOLUTIONS INC,SEWER CLAIM,1025; MATHESON TRI-GAS INC,RENT MACHINES,82.37; MENARDS, INC,BLDG MAINT-PD,622.46; MIDLANDS NEWSPAPERS, INC,PUBLICATIONS-PD,622.75;MONUMENT CAR WASH INC,VEHICLE MAINT,41.61; NE CHILD SUPPORT PAYMENT CENTER,NE CHILD SUPPORT PYBLE,972.1; NE DEPT OF ENVIRONMENTAL CONTR,LOANPAYMENTS,169893.25; NE DEPT OF REVENUE, TAXES,55364.97;NEBRASKA MACHINERY CO,EQUIP MAINT,2222.93; NEBRASKA PUBLIC POWER DISTRICT, ELECTRIC, 18037.19; NEBRASKA STATEWIDE ARBORETUM, MEMBERSHIPS,130; NEBRASKALANDTIRE,INC,POLICE1TIRES, 147; NETWORK FLEET, C, GPS SERVICE,305.23; NORTHWEST PIPE FITTINGS, INC. OF SCOTTSBLUFF,DEPT SUP,622.85; ONE CALL CONCEPTS, INC,CONTRACTUAL,201.51; PAGE MY CELL LLC,YEARLY SUBSCRIPTION CELLULAR PAGING,600; PAIGE'S POSIES,CONTRACTUAL,4275;PANHANDLE COOPERATIVE ASSOCIATION,DEPTFUEL,54.64;PANHANDLE ENVIRONMENTAL SERVICES INC, SAMPLES, 284; PANHANDLE HUMANE SOCIETY,CONTRACTUAL,5383.65; PLATTE RIVER GLASS RODNEY L FLOTH,VEH MAINT-PD,270;PLATTE VALLEY BANK,HEALTH SAVINGS ACCOUNT,10356.5; POWERPLAN,TRANS 446- CYLINDER,89.37; PRO OVERHEAD DOOR,BUILDING MAINT,109; PROTEX CENTRAL, INC.,BLDG MAINT-PD,108; PRUDENT PUBLISHING CO INC,DEPT SUPPL-PD,310.62;QUADIENTLEASING USA INC,RENT MACH-PD,219.56;QUILL CORPORATION,DEPT SUPPL-PD,1009.64;REGIONAL CARE INC,HEALTH INSURANCE PREMIUM - DEC 2020,40941.4; REGIONAL WEST MEDICAL CENTER,HEALTH FAIR - POLICE,93;REGISTER OF DEEDS,LEGAL,30; ROOSEVELT PUBLIC POWER DISTRICT,PUMPING POWER,1786.65; RURAL HEALTH DEVELOPMENT, INC.,ECONOMIC

DEV,6383.33; S M E C,EMPLOYEE DEDUCTON,123.5; SANDBERG IMPLEMENT, INC,EQUIP MAINT PARK,356.07;SCB FIREFIGHTERS UNION LOCAL 1454,FIRE EE DUES,300; SCB IBEW 1597 UNION DUES,SCB IBEW 1597 UNION DUES,479.99; SCOTTIES POTTIES INC,CONTRACTUAL,720; SCOTTS BLUFF COUNTY COURT,LEGAL FEES-PD,180; SCOTTSBLUFF POLICE OFFICERS ASSOCIATION,POLICE EE DUES,1053; SCOTTSBLUFF SCREENPRINTING & EMBROIDERY, LLC,SCREENPRINTING FOR UNIFORM CLOTHING,656.25; SHERWIN WILLIAMS,SUPP FOR SIGN SHOP,56.27; SIMON CONTRACTORS,DEPT SUPP CEM,705; SNELL SERVICES INC.,BLDG MAIN.,2054; SOUNDSLEEPER SECURITY INC.,CONTRACTUAL-PD,14.95; STAMPER SIDING & CONSTRUCTION,DUMPSTERBOTTOMSFOR8 CANS,1800;STATE HEALTH LAB,SAMPLES,306; STATE OF NE.,CONTRACTUAL-PD,1050; STEVE'S TRUCK & EQUIPMENT INC,PARKS 343-PUMP REPARIS,50; THE ABY MANUFACTURING GROUP, INC,UNIFORMS-PD,20.5; THE PEAVEY CORP,INVEST SUPPL-PD,597.9; TOYOTA MOTOR CREDIT CORPORATION,HIDTA CAR LEASE-PD,343.53; TYLER TECHNOLOGIES, INC,FEE - ONLINE UB 12/1/20 - 12/31/20, 348; UNION BANK & TRUST,RETIREMENT,39209.67;UNITED STATES WELDING,CO2 TANK RENTAL,44.41; US BANK,SCHOOLS & CONF-PD,8406.39; WAKEFIELD & ASSOCIATES INC,WAGE ATTACHMENT,241.6; WYOMING CHILD SUPPORT ENFORCEMENT,CHILD SUPPORT,738.08;WYOMING FIRST AID & SAFETY SUPPLY, LLC,FIRST AID KIT REFILL,166.07;REFUNDS; TRAILS WEST PAVILLION, 391.81.

Mayor McKerrigan opened the public hearing at 6:35 p.m. for the purpose of reviewing and obtaining comment on a Redevelopment Plan submitted by YOLO Properties, LLC for the YOLO Properties Car Wash Project. Ms. Starr Lehl, Economic Development Director, approached Council and explained the business will be located south of W. 29<sup>th</sup> Street and will be known as the Shaggy Buffalo Car Wash. She went on to explain the three standards for review, starting with the conformity to the comprehensive plan. She stated the proposed project meets this standard because it is in an area that has been previously designated as blighted and substandard and in the need of redevelopment. She then described the second standard to be reviewed, the “But For” Test, stating the redeveloper has certified the Plan would not be economically feasible and the Project would not occur at the Project Site without the use of tax increment financing. The third and final standard, the Cost Benefit Analysis, Ms. Lehl explained Council must find that the costs and benefits of the project, including the costs and benefits to other affected political subdivisions, the economy of the community and the demand for public and private services have been analyzed and are in the long term best interests of the community. At the conclusion of her presentation, she informed Council the CRA did adopt a cost benefit analysis, which is included in the packet.

Mr. John Hoehne, developer and owner, approached Council and explained this is a high performance carwash that will wash between 120-180 vehicles every hour to a high standard. He stated environmentally this carwash is very efficient and will use 20-30 gallons of water per car and 60-70% of the water is recyclable. In addition, the chemicals used are biodegradable, safe chemicals and anything that comes off the cars is reclaimed in the tanks below. The business will employ 4-5 full time people depending on staffing needs and he added they are very excited to be part of the business community in Scottsbluff.

There were no other comments from the public. Mayor McKerrigan closed the public hearing at 6:41 p.m.

Regarding awarding the bid for the New One-Ton Dump Truck Regular Cab 4x4, Duel Rear Wheels for Fairview Cemetery to Sid Dillon Fleet for \$33,730, Mr. Kuckkahn explained this bid meets specifications, is acceptable, and he is recommending approval of the bid. Council Member Green moved, seconded by Council Member Scanlan to approve awarding the bid for the New One-Ton Dump Truck Regular Cab 4x4, Duel rear Wheels for Fairview Cemetery to Sid Dillon Fleet for \$33,730.00, "YEAS," Schaub, Green, Colwell, Scanlan, and McKerrigan. "NAYS," None. Absent: None.

Mr. Kuckkahn presented the First Amendment to Land Lease with Cellco Partnership d/b/a Verizon Wireless for tower site at 23 Club, explaining the City was approached to ask for consideration of the current lease as Cellco Partnership felt the market rates expressed in the old lease were out dated in terms of fees and time frames. Legal Counsel Hadenfeldt further expressed Cellco Partnership wants to extend the lease another 30 years, to now expire in 2054. He cited there is a lot of competition and with a longer term the more likely Cellco Partnership is to get a co-location agreement with another cell provider, in which the City will get additional rent. Cellco Partnership is paying the City \$30,000 up front for the extended term. In addition, they have asked to reduce the rent escalator from 3% to 2% because of the length of the extension. Council Member Schaub moved, seconded by Council Member Colwell to approve the First Amendment to Land Lease with Cellco Partnership d/b/a Verizon Wireless for tower site at 23 Club and authorize the Mayor to sign the Memorandum of Lease, "YEAS," Colwell, McKerrigan, Green, Schaub, and Scanlan. "NAYS," None. Absent: None.

Mr. Kuckkahn approached Council regarding the 23 Club Agreement, explaining this is a 10 year Agreement with a \$3,000 dollar payment per year for materials and services provided. He went on to add other organizations and agencies in the community are charged similar fees based on services the City provides.

Mr. Geoff Nemnich came forward and requested the Agreement be rent free for the 10 years based on the time and effort he and the rest of 23 Club have put in for the fund raising of the complex. He added \$3,000 is approximately 5% of their operating budget each year and he is asking Council to waive the fee. In addition, the reason for the longer Agreement is because they are submitting another grant application which he feels would help their chances of being awarded the grant.

Mr. Kuckkahn then informed Council the City is waiting for a payment from 23 Club to make us whole on the overall construction. He asked Council to make a condition to receive the money before the Agreement is signed.

During discussion, Council Member Green stated his reservation about making a contract longer than the current Council's terms. He did not think it was a good idea. He also questioned what the cost may be to operate the facility. Because of the concerns, Council Member Green moved to table the Agreement with 23 Club. The motion died for lack of a second.

Council Member Schaub then made a motion to not approve the Agreement or authorize the Mayor to sign the Agreement. This was seconded by Council Member Green. "YEAS," Green and Schaub. "NAYS," Scanlan, McKerrigan, and Colwell. Absent: None.

Council Member Green then moved to modify the Agreement to a two year Agreement including the \$3,000 payment with the contingency that 23 Club has paid any balances owed to the City for construction. This motion also died for lack of a second.

Mayor McKerrigan then moved to approve a five year contract at \$3,000 contingent upon the

funds being made whole with the City of Scottsbluff. This was seconded by Council Member Schaub. "YEAS," Scanlan, Schaub, Colwell, and McKerrigan. "NAYS," Green. Absent: None.

Ms. Starr Lehl, approached Council regarding Expedited Reviews of Eligible Redevelopment Projects and approving the application from the Nebraska Department of Economic Development, explaining this is Legislative Bill 1021 and it streamlines smaller tax increment financing projects. She further explained the process by going through the material in the packet on how a redevelopment plan is eligible for expedited review.

Legal Counsel Hadenfeldt then came forward explaining this is also known as Micro TIF. He went on to state the application process is streamlined to where the Department of Economic Development is developing the application, so we cannot use our City application. He further added we can also only charge a \$50.00 application fee and if it is accepted the City has to approve it. Council Member Scanlan moved, seconded by Council Member Schaub to approve the application from the Nebraska Department of Economic Development regarding Expedited Reviews of Eligible Redevelopment Projects. "YEAS," McKerrigan, Colwell, Schaub, and Scanlan. "NAYS," Green. Absent: None.

Mr. Kuckkahn approached Council regarding the Maintenance Agreement No. 22 between the City of Scottsbluff and the Nebraska Department of Transportation, explaining the Agreement involves the State paying the City to maintain certain highway sections dealing primarily with snow plowing and weed removal. Council Member Green moved, seconded by Council Member Colwell to approve the Maintenance Agreement No. 22 between the City of Scottsbluff and the Nebraska Department of Transportation and authorize the Mayor to sign the Agreement. "YEAS," Schaub, Colwell, Scanlan, McKerrigan, and Green. "NAYS," None. Absent: None.

Regarding the Resolution to approve the Redevelopment Plan submitted by YOLO Properties, LLC for the YOLO Properties Carwash Project, Council Member Schaub made the motion, seconded by Council Member Scanlan to approve Resolution No. 20-12-01 approving the Redevelopment Plan submitted by YOLO Properties, LLC for the YOLO Properties Carwash Project, "YEAS," McKerrigan, Scanlan, Colwell, and Schaub. "NAYS," Green. Absent: None.

#### **RESOLUTION NO. 20-12-01**

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

**Recitals:**

a. Pursuant to the Community Development Law, NEB. REV. STAT. § 18-2101 *et seq.* (the "Act"), a redevelopment plan for the *YOLO Properties Carwash* project by YOLO Properties LLC (the "Redevelopment Plan") has been submitted to the Scottsbluff Community Redevelopment Authority ("CRA"). The Redevelopment Plan proposes to redevelop an area of the City which the City Council has declared to be blighted and substandard and in need of redevelopment. The Redevelopment Plan includes the use of tax increment financing.

b. The Redevelopment Plan has been reviewed by the Planning Commission. The Planning Commission did not make a recommendation to the CRA and City Council.



c. The Redevelopment Plan has been reviewed by the CRA, which found that the Redevelopment Plan conforms to the 2016 Scottsbluff Comprehensive Plan, that the project as proposed in the Redevelopment Plan would not be economically feasible or occur in the project area without tax increment financing, and that the costs and benefits of the project, including costs and benefits to other affected political subdivisions, the economy of the community, and the demand for public and private services, having been analyzed by the CRA, are in the long term best interests of the community.

d. The CRA recommended approval of the Redevelopment Plan to the City Council.

e. On December 7, 2020, the City Council held a public hearing on the proposal to approve the Redevelopment Plan.

f. The City Council has reviewed and conducted a cost-benefit analysis of the Redevelopment Plan and makes the findings and recommendations as documented in writing in this Resolution.

**Resolved:**

1. The Redevelopment Plan is determined to be feasible and in conformity with the Comprehensive Plan and with the legislative declarations and determinations set forth in the Act.

2. The project as proposed in the Redevelopment Plan would not be economically feasible or occur in the project area without tax increment financing and the costs and benefits of the project, including costs and benefits to other affected political subdivisions, the economy of the community, and the demand for public and private services, having been analyzed by the City Council, are in the long-term best interests of the community impacted by the project.

3. The City Council approves the Redevelopment Plan.

4. In accordance with NEB. REV. STAT. § 18-2147, and as proposed in the Redevelopment Plan, the City Council provides that any ad valorem tax on the Project Site as set forth in the Redevelopment Plan, for the benefit of any public body be divided for a period of 15 years after the effective date as provided in § 18-2147, which effective date shall be determined in a Redevelopment Contract entered into between the Redeveloper and the CRA. Said tax shall be divided as follows:

(a) That proportion of the ad valorem tax which is produced by levy at the rate fixed each year by or for each public body upon the redevelopment project valuation (as defined in the Act) shall be paid into the funds of each such public body in the same proportion as all other taxes collected by or for the bodies;

(b) That proportion of the ad valorem tax on real property in the redevelopment project in excess of such amount, if any, shall be allocated to and, when collected, paid into a special fund of the CRA to be used solely to pay the principal of, the interest on, and any premiums due in connection with the bonds of, loans, notes or advances of money to, or indebtedness incurred by, whether funded, refunded, assumed, or otherwise, the CRA for financing or refinancing, in whole or in part, the project set

forth in the Redevelopment Plan. When such bonds, loans, notes, advances of money, or indebtedness, including interest and premiums due have been paid, the CRA shall so notify the County Assessor and County Treasurer and all ad valorem taxes upon taxable real property in the redevelopment project shall be paid into the funds of the respective public bodies; and

(c) Any interest and penalties due for delinquent taxes shall be paid in the funds of each public body in the same proportion as are all other taxes collected by or for the public body.

5. The Mayor and Clerk are authorized and directed to execute such documents and take such further actions as are necessary to carry out the purposes and intent of this Resolution and the Redevelopment Plan.

6. This Resolution shall become effective immediately upon its adoption.

**PASSED and APPROVED** on December 7, 2020.

\_\_\_\_\_  
Mayor

ATTEST:

\_\_\_\_\_  
City Clerk (Seal)

Regarding the Resolution to approve Expedited Reviews of Eligible Redevelopment Projects, Legal Counsel Hadenfeldt explained this is the Resolution that needs to be approved as part of the plan. Ms. Lehl also added this was approved unanimously by the Community Redevelopment Authority (CRA). Council Member Schaub moved, seconded by Council Member Scanlan to approve Resolution No. 20-12-02 approving Expedited Reviews of Eligible Redevelopment Projects, “YEAS,” Scanlan, McKerrigan, Colwell, and Schaub. “NAYS,” Green. Absent: None.

**RESOLUTION NO. 20-12-02**

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

**Recitals:**

a. According to L.B. 1021 (Neb. Laws 2020), now codified in the Community Development Law, NEB. REV. STAT. § 18-2101 *et seq.* (the “Act”), the City Council may elect by resolution to allow expedited reviews of redevelopment plans that meet the requirements of Section 18-2155(2) of the Act (“Eligible Redevelopment Plans”).

b. The Community Redevelopment Authority has recommended to the City Council that the City Council allow expedited reviews of Eligible Redevelopment Plans.

**Resolved:**

1. The City of Scottsbluff shall allow expedited reviews of Eligible Redevelopment Plans according to the Act.
2. The City shall charge an application fee for Eligible Redevelopment Plans in the amount of \$50.00 per application.
3. The City Manager or his or her designee shall conduct expedited reviews of the Eligible Redevelopment Plan applications and submit the Eligible Redevelopment Plans to the City Council for review and approval according to the Act.
4. The Mayor and Clerk are authorized and directed to execute such documents and take such further actions as are necessary to carry out the purposes and intent of this Resolution and the Act.
5. This Resolution shall become effective immediately upon its adoption.

**PASSED and APPROVED** on December 7, 2020.

\_\_\_\_\_  
Mayor

ATTEST:

\_\_\_\_\_  
City Clerk (Seal)

Ms. Starr Lehl approached Council regarding a Resolution for the purpose of committing LB840 funds as a match for the Nebraska Department of Economic Development Regional Workforce Housing Grant. She reminded Council that two years ago Panhandle Area Development District applied on behalf of the counties of Scotts Bluff, Morrill, and Kimball, with the City of Scottsbluff at that time committing \$400,000 in matching funds, however that application was unsuccessful. She added Twin Cities

Development is now bringing forward another application and explained the LB840 Application Review Committee has met and has recommended setting aside \$350,000 for this purpose.

Ms. Rawnda Pierce, Executive Director of Twin Cities Development came forward to give some history on the project. Ms. Pierce explained the Rural Workforce Housing was made available in 2017. There were 14 communities funded in the initial application, however, our community was not included in that funding. She explained housing projects would be bid and funds awarded to local contractors, eligible housing groups and others to build affordable workforce housing in the community. The fund would be a revolving loan fund and any loan proceeds would be repaid and revolved for additional housing projects in the community. She went on to state liens would be placed on properties and upon sale, the loan proceeds would be repaid to the TCD RWHF fund. Ms. Pierce did address that the initial funds of \$350,000, recommended by the LB840 Committee, would only be used in Scottsbluff.

Ms. Pierce also explained a letter of intent is due by December 15, 2020 with the application deadline January 28, 2021.

Council Member Green moved seconded by Council Member Scanlan to approve Resolution 20-12-03 for the purpose of committing LB840 funds as a match for the Nebraska Department of Economic Development Workforce Housing Grant, “YEAS,” Schaub, Colwell, Green, McKerrigan, and Scanlan. “NAYS,” None. Absent: None.

### Resolution No 20-12-03

*WHEREAS*, the City of Scottsbluff, Nebraska (“Scottsbluff”) operates its Economic Development Program (the “Program”) through the use of its Economic Development Program Funds (the “Funds”); and

*WHEREAS*, the Program is able—under its Economic Development Plan (the “Plan”) and the Nebraska Local Option Municipal Economic Devolvment Act (NEB. REV. STAT. § 18-2701 *et. seq.*)—to provide assistance from the Funds in the form of grants to businesses that derive their principal source of income from the construction or rehabilitation for sale or lease of housing as part of a workforce housing plan; and

*WHEREAS*, the Plan includes workforce housing plan, and the Rural Workforce Housing Fund (RWHF) with the Nebraska Department of Economic Development is accepting applications for a match-grant to eligible non-profit organizations for rural workforce housing projects; and

*WHEREAS*, projects eligible under the RWHF program may likewise qualify for assistance under the Program, and Twin Cities Development, Inc. (“TCD”) is an eligible non-profit organization interested in submitting a match-grant application to the RWHF program; and

*WHEREAS*, the RWHF program requires a 50% local match of funds from the applicant or from the surrounding community of the applicant, and TCD has submitted an application under the Program for Scottsbluff to provide matching funds from Funds of the Program for TCD’s RWHF program application; and

*WHEREAS*, TCD’s application for assistance under the Program has been reviewed and recommended for approval by the Program’s Application Review Committee (the “Committee”) in an amount of \$350,000, subject to (1) such Funds being spent directly on Qualifying Businesses under the

Program, which are anticipated to be contractors or businesses that derive their principal source of income from the construction or rehabilitation for sale or lease of housing; (2) such funds being expended for housing projects located in the municipal limits of Scottsbluff; and (3) an economic development assistance agreement between Scottsbluff and TCD, satisfactory to Scottsbluff, being executed to that effect.

*NOW, THEREFORE, BE IT RESOLVED* by the Mayor and the City Council of the City of Scottsbluff, Nebraska, that the following is committed:

1. Scottsbluff commits and earmarks up to \$350,000 from the Funds to TCD as a local match to the match-grant requirements of TCD's anticipated application to the RWHF program, subject to the following:

A. The commitment of \$350,000 is conditional upon Scottsbluff and TCD executing an economic development assistance agreement, satisfactory to Scottsbluff, under which the Funds pledged and distributed to TCD are (i) spent directly on Qualifying Business of the Plan, which are anticipated to be contractors or businesses that derive their principal source of income from the construction or rehabilitation for sale or lease of housing; (ii) such Funds are expended for housing projects located in the municipal limits of Scottsbluff; and (iii) TCD's RWHF program application is granted by the Nebraska Department of Economic Development in an amount that matches at least the \$350,000 from the Fund; provided, however, that Scottsbluff's commitment of the Funds may be reduced proportionally to the amount awarded by the Nebraska Department of Economic Development under the RWHF program.

B. The commitment of Funds shall expire if (i) TCD declines to submit the RWHF program application in January 2021, or (ii) TCD's RWHF program application submitted in January 2021 is not funded by the Nebraska Department of Economic Development.

PASSED AND APPROVED this 7th day of December, 2020.

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Mayor

Attest:

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City Clerk

(Seal)

Council Member Colwell moved, seconded by Council Member Scanlan to approve Resolution No. 20-12-04 authorizing the Mayor to sign the Year-End Certification of Street Superintendent form certifying Philip Mark Bohl, License Number S-1103, Class B, as the City of Scottsbluff Street Superintendent for calendar year 2020 beginning on January 1, 2020 and ending on December 31, 2020, "YEAS," Scanlan, Colwell, Schaub, McKerrigan, and Green. "NAYS," None. Absent: None.

**Do not recreate or revise the pages of this document, as revisions and recreations will not be accepted.**  
**Failure to complete and return:** If a municipality had an appointed and Licensed City Street Superintendent for all or part of Calendar Year 2020 and the municipality does not complete and return the original Signing Resolution, original Year-End Certification, and a copy of the documentation of the city street superintendent(s) appointment to the NDOT by December 31, 2020, the municipality will not receive an Incentive Payment for Calendar Year 2020.

**RESOLUTION**  
**SIGNING OF THE**  
**YEAR-END CERTIFICATION OF CITY STREET SUPERINTENDENT**  
**2020**

Resolution No. 20-12-04

**Whereas:** State of Nebraska Statutes, sections 39-2302, and 39-2511 through 39-2515 details the requirements that must be met in order for a municipality to qualify for an annual Incentive Payment; and

**Whereas:** The State of Nebraska Department of Transportation (NDOT) requires that each incorporated municipality must annually certify (by December 31<sup>st</sup> of each year) the appointment of the City Street Superintendent to the NDOT using the Year-End Certification of City Street Superintendent; and

**Whereas:** The NDOT requires that such certification shall also include a copy of the documentation of the city street superintendents appointment, i.e., meeting minutes; showing the appointment of the City Street Superintendent by their name as it appears on their License (if applicable), their License Number and Class of License (if applicable), and type of appointment, i.e., employed, contract (consultant, or interlocal agreement with another incorporated municipality and/or county), and the beginning date of the appointment; and

**Whereas:** The NDOT also requires that such Year-End Certification of City Street Superintendent shall be signed by the Mayor or Village Board Chairperson and shall include a copy a resolution of the governing body authorizing the signing of the Year-End Certification of City Street Superintendent by the Mayor or Village Board Chairperson.

**Be it resolved** that the Mayor ☒ Village Board Chairperson ☐ of Scottsbluff  
(Check one box) (Print Name of Municipality)  
 is hereby authorized to sign the attached Year-End Certification of City Street Superintendent.

Adopted this 7th day of December, 2020 at Scottsbluff, Nebraska.  
(Month)

City Council/Village Board Members

<u>Jeanne McKerrigan</u>	<u>Nathan Green</u>
<u>Terry Schaub</u>	<u>Jordan Colwell</u>
<u>Angela Scanlan</u>	

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

Attest:

\_\_\_\_\_  
(Signature of Clerk)

Page 1 of 3

Under Council Reports, Council Member Green reported on a Platte Alliance Water Supply (PAWS) meeting.

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

\_\_\_\_\_  
Mayor

Attest:

\_\_\_\_\_  
City Clerk

“SEAL”

# **City of Scottsbluff, Nebraska**

**Monday, December 21, 2020**

**Regular Meeting**

## **Item Consent2**

**Council to acknowledge a liability claim at 1517 W. Overland, Scottsbluff. Council will not take any action on the claim.**

**Staff Contact: Kim Wright, City Clerk**



**City of Scottsbluff**  
**CITIZEN INCIDENT REPORT**

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

Date: 12/9/2020

Date and location of Incident: 12/8/2020

(landlord)  
Claimant Name: Kirk & Kathy Barge Phone: 308-631-3589

Address: 1517 W. Overland City: Scottsbluff State and Zip: NE 69361

City Department Contact: \_\_\_\_\_

Narrative of what happened: Our tenant was not answering his phone. A neighbor saw him laying on the floor through the living room window. Police arrived and kicked in door. It was unclosable after that - bent & dead bolt broken. Replaced that night

Estimated amount of damages \$ 402.08 (attach estimates)

Attachments: Photos: on file per officer Estimates: \_\_\_\_\_ Medical Bills: —

Witnesses: \_\_\_\_\_ Contact Information: \_\_\_\_\_

Citizen insurance information: \_\_\_\_\_

Reported by (city staff): \_\_\_\_\_

Received Date: 12-14-2020

Signature of Claimant(s): Kathy Barge

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

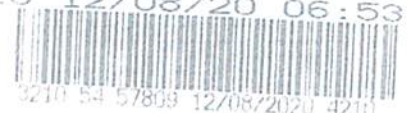
3210 00054 57809 12/08/20 06:53 PM  
SALE SELF CHECKOUT

883361500545 SGL DBOLT <A> 14.97  
KS SECURITY SGL CYL DBOLT SATN CHRM 256.00  
733254120865 PREHNG DOOR <A> 256.00  
32X80 RH PREM FAN LITE IS BM

SUBTOTAL 272.97  
SALES TAX 19.11  
TOTAL \$292.08

XXXXXXXXXXXX2132 HOME DEPOT  
AUTH CODE 008460/5540878  
Chip Read  
AID A0000000049999D8400303 THD PLCC CON

3210 12/08/20 06:53 PM



3210 54 57809 12/08/2020 4210

RETURN POLICY DEFINITIONS  
POLICY ID: 11 DAYS: 365 POLICY EXPIRES ON: 12/08/2021

Due to COVID 19, we have extended our returns policy for most items. Please see homedepot.com for details.

DID WE NAIL IT?  
Take a short survey for a chance to win a \$5,000 HOME DEPOT GIFT CARD

Optine en español

www.homedepot.com/survey

User ID: H8B 119117 115951  
PASSWORD: 20608 115907

tries must be completed within 14 days of purchase. Entrants must be 18 or older to enter. See complete rules on website. No purchase necessary.

Door + Lock 292.08  
80.00  
30.00  
\$402.08

**RECEIPT** No. **149202**

DATE **12/9/2020**

FROM **Joshua Prokop** \$ **80.00**

DOLLARS

☐ FOR RENT  
☒ FOR **Labor = Fixing Door to Apartment**

ACCT. PAID DUE

☐ CASH  
☐ CHECK  
☐ MONEY ORDER  
☐ CREDIT CARD

FROM **Josh P** TO **Kirk B**

BY \_\_\_\_\_

A-1152 T-4161

CUSTOMER'S ORDER NO.		DEPARTMENT	DATE <b>12-13-2020</b>
NAME <b>KB &amp; KB Properties LLC</b>			
ADDRESS <b>1517 W Overland Apt. #7</b>			
CITY, STATE, ZIP <b>Scottsbluff, NE 69361</b>			
SOLD BY	CASH	C.O.D.	CHARGE
ON ACCT.	MDSE RETD.	PAID OUT	

QUANTITY	DESCRIPTION	PRICE	AMOUNT
1	Door Replacement		
2	Repairs	1.5 hrs @ \$20	\$30 -
3			
4			
5			
6			
7			
8			
9			
10			
11			
12			
13			
14			
15			
16			
TOTAL			\$30 -
Thank You! (Signature)			
RECEIVED BY <b>V #3801</b>			

A-5805 T-46320/46350

KEEP THIS SLIP FOR REFERENCE

01-11

# **City of Scottsbluff, Nebraska**

**Monday, December 21, 2020**

**Regular Meeting**

## **Item Claims1**

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

**Staff Contact: Liz Loutzenhiser, Finance Director**



## Expense Approval Report

By Vendor Name

Post Dates 12/8/2020 - 12/21/2020

Description (Payable)	Account Name	Amount
<b>Vendor: 00393 - ACTION COMMUNICATIONS INC.</b>		
<b>Fund: 111 - GENERAL</b>		
SERVICE AND REPAIR RADIO-	DEPARTMENT SUPPLIES	123.33
EQUIP MAINT-PD	EQUIPMENT MAINTENANCE	161.42
EQUIP MAINT-PD	EQUIPMENT MAINTENANCE	151.42
THREE RADIO BATTERIES (REP	DEPARTMENT SUPPLIES	441.15
EQUIP MAINT-PD	EQUIPMENT MAINTENANCE	35.00
EQUIP MAINT-PD	EQUIPMENT MAINTENANCE	81.65
<b>Fund 111 - GENERAL Total:</b>		<b>993.97</b>
<b>Fund: 621 - ENVIRONMENTAL SERVICES</b>		
2-WAY RADIO FOR UNIT #826	DEPARTMENT SUPPLIES	730.47
INTERNET 12/1/20 - 12/31/20	PHONE & INTERNET	55.00
<b>Fund 621 - ENVIRONMENTAL SERVICES Total:</b>		<b>785.47</b>
<b>Fund: 631 - WASTEWATER</b>		
INTERNET 12/1/20 - 12/31/20	PHONE & INTERNET	55.00
<b>Fund 631 - WASTEWATER Total:</b>		<b>55.00</b>
<b>Vendor 00393 - ACTION COMMUNICATIONS INC. Total:</b>		<b>1,834.44</b>
<b>Vendor: 02583 - ADVANCE AUTO PARTS</b>		
<b>Fund: 725 - CENTRAL GARAGE</b>		
POLICE #1- OIL FILTER	EQUIPMENT MAINTENANCE	3.14
PARKS #317- OIL AND AIR FILT	EQUIPMENT MAINTENANCE	13.63
WASTE WATER #950- OIL ANF	EQUIPMENT MAINTENANCE	37.89
WASTE WATER #950- AIR FILT	EQUIPMENT MAINTENANCE	40.24
POLICE #13- OIL AND AIR FILT	EQUIPMENT MAINTENANCE	13.63
POLICE #2- OIL FILTER	EQUIPMENT MAINTENANCE	3.14
PARKS #336- OIL AND AIR FILT	EQUIPMENT MAINTENANCE	12.58
PARKS #326- OIL FILTER	EQUIPMENT MAINTENANCE	3.14
PARKS #326- AIR FILTER	EQUIPMENT MAINTENANCE	8.04
PARKS #325- OIL AND AIR FILT	EQUIPMENT MAINTENANCE	15.73
POLICE #4- OIL FILTER	EQUIPMENT MAINTENANCE	3.14
POLICE #7- OIL FILTER	EQUIPMENT MAINTENANCE	3.14
ES #828- HEADLIGHT	EQUIPMENT MAINTENANCE	11.89
WATER #38- ROTORS & BRAKE	EQUIPMENT MAINTENANCE	467.31
WASTE WATER #954- OIL FILT	EQUIPMENT MAINTENANCE	2.50
WASTE WATER #954- SOLENO	EQUIPMENT MAINTENANCE	23.39
<b>Fund 725 - CENTRAL GARAGE Total:</b>		<b>662.53</b>
<b>Vendor 02583 - ADVANCE AUTO PARTS Total:</b>		<b>662.53</b>
<b>Vendor: 10184 - BERT GURNEY &amp; ASSOCIATES INC</b>		
<b>Fund: 631 - WASTEWATER</b>		
EQUIP MAINT	EQUIPMENT MAINTENANCE	1,920.91
<b>Fund 631 - WASTEWATER Total:</b>		<b>1,920.91</b>
<b>Vendor 10184 - BERT GURNEY &amp; ASSOCIATES INC Total:</b>		<b>1,920.91</b>
<b>Vendor: 00405 - BLUFFS FACILITY SOLUTIONS</b>		
<b>Fund: 111 - GENERAL</b>		
Jan. Sup.	JANITORIAL SUPPLIES	140.90
<b>Fund 111 - GENERAL Total:</b>		<b>140.90</b>
<b>Fund: 621 - ENVIRONMENTAL SERVICES</b>		
BREAKROOM/CLEANING SUP	DEPARTMENT SUPPLIES	18.00
BREAKROOM SUPPLIES- CAN	DEPARTMENT SUPPLIES	40.06
<b>Fund 621 - ENVIRONMENTAL SERVICES Total:</b>		<b>58.06</b>
<b>Vendor 00405 - BLUFFS FACILITY SOLUTIONS Total:</b>		<b>198.96</b>

## Expense Approval Report

Post Dates: 12/8/2020 - 12/21/2020

Description (Payable)	Account Name	Amount
<b>Vendor: 08833 - BNSF RAILWAY COMPANY</b>		
<b>Fund: 111 - GENERAL</b>		
CONCRETE - RR PATHWAY	PATHWAY	2,033.33
<b>Fund 111 - GENERAL Total:</b>		<b>2,033.33</b>
<b>Vendor 08833 - BNSF RAILWAY COMPANY Total:</b>		<b>2,033.33</b>
<b>Vendor: 00735 - CAPITAL BUSINESS SYSTEMS INC.</b>		
<b>Fund: 111 - GENERAL</b>		
Cont. Svcs.	CONTRACTUAL SERVICES	109.43
COPIER CONTRACT	EQUIPMENT MAINTENANCE	68.81
<b>Fund 111 - GENERAL Total:</b>		<b>178.24</b>
<b>Vendor 00735 - CAPITAL BUSINESS SYSTEMS INC. Total:</b>		<b>178.24</b>
<b>Vendor: 07911 - CELLCO PARTNERSHIP</b>		
<b>Fund: 111 - GENERAL</b>		
CELL PHONES, IPADS, TABLETS	PHONE & INTERNET	20.04
<b>Fund 111 - GENERAL Total:</b>		<b>20.04</b>
<b>Fund: 212 - TRANSPORTATION</b>		
CELL PHONES, IPADS, TABLETS	PHONE & INTERNET	423.95
<b>Fund 212 - TRANSPORTATION Total:</b>		<b>423.95</b>
<b>Fund: 621 - ENVIRONMENTAL SERVICES</b>		
CELL PHONES, IPADS, TABLETS	PHONE & INTERNET	80.16
<b>Fund 621 - ENVIRONMENTAL SERVICES Total:</b>		<b>80.16</b>
<b>Fund: 631 - WASTEWATER</b>		
CELL PHONE/CONTRACTUAL	CONTRACTUAL SERVICES	100.04
CELL PHONE/CONTRACTUAL	CELLULAR PHONE	41.06
CELL PHONES, IPADS, TABLETS	PHONE & INTERNET	30.06
<b>Fund 631 - WASTEWATER Total:</b>		<b>171.16</b>
<b>Fund: 641 - WATER</b>		
CELL PHONE/CONTRACTUAL	CONTRACTUAL SERVICES	60.00
CELL PHONE/CONTRACTUAL	CELLULAR PHONE	41.06
CELL PHONES, IPADS, TABLETS	PHONE & INTERNET	30.06
<b>Fund 641 - WATER Total:</b>		<b>131.12</b>
<b>Fund: 721 - GIS SERVICES</b>		
CELL PHONES, IPADS, TABLETS	PHONE & INTERNET	10.02
<b>Fund 721 - GIS SERVICES Total:</b>		<b>10.02</b>
<b>Vendor 07911 - CELLCO PARTNERSHIP Total:</b>		<b>836.45</b>
<b>Vendor: 00484 - CITY OF GERING</b>		
<b>Fund: 621 - ENVIRONMENTAL SERVICES</b>		
TRASH/RECYCLING DISPOSAL	DISPOSAL FEES	40,324.30
<b>Fund 621 - ENVIRONMENTAL SERVICES Total:</b>		<b>40,324.30</b>
<b>Vendor 00484 - CITY OF GERING Total:</b>		<b>40,324.30</b>
<b>Vendor: 00706 - COMPUTER CONNECTION INC</b>		
<b>Fund: 111 - GENERAL</b>		
CONTRACTUAL-PD	CONTRACTUAL SERVICES	44.00
<b>Fund 111 - GENERAL Total:</b>		<b>44.00</b>
<b>Vendor 00706 - COMPUTER CONNECTION INC Total:</b>		<b>44.00</b>
<b>Vendor: 00267 - CONTRACTORS MATERIALS INC.</b>		
<b>Fund: 212 - TRANSPORTATION</b>		
SUPP - HAMMER DRILL & CHI	DEPARTMENT SUPPLIES	327.32
<b>Fund 212 - TRANSPORTATION Total:</b>		<b>327.32</b>
<b>Fund: 641 - WATER</b>		
EQUIP MAINT	EQUIPMENT MAINTENANCE	165.37
DEPT SUP	DEPARTMENT SUPPLIES	2,673.93



## Expense Approval Report

Post Dates: 12/8/2020 - 12/21/2020

Description (Payable)	Account Name	Amount
DEPT SUP	DEPARTMENT SUPPLIES	11.11
Fund 641 - WATER Total:		2,850.41
Vendor 00267 - CONTRACTORS MATERIALS INC. Total:		3,177.73
Vendor: 05709 - CREDIT BUREAU OF COUNCIL BLUFFS		
Fund: 111 - GENERAL		
FEE & EMPL.SCREENING - NO	CONSULTING SERVICES	61.00
Fund 111 - GENERAL Total:		61.00
Vendor 05709 - CREDIT BUREAU OF COUNCIL BLUFFS Total:		61.00
Vendor: 09767 - CROELL INC		
Fund: 641 - WATER		
DEPT SUP	DEPARTMENT SUPPLIES	172.27
DEPT SUP	DEPARTMENT SUPPLIES	200.63
Fund 641 - WATER Total:		372.90
Vendor 09767 - CROELL INC Total:		372.90
Vendor: 07689 - CYNTHIA GREEN		
Fund: 111 - GENERAL		
FOLDER, FILES	DEPARTMENT SUPPLIES	19.92
OFF SUPPLIES	DEPARTMENT SUPPLIES	16.76
DEPT SUPPLIES	DEPARTMENT SUPPLIES	33.30
Fund 111 - GENERAL Total:		69.98
Vendor 07689 - CYNTHIA GREEN Total:		69.98
Vendor: 03321 - DALE'S TIRE & RETREADING, INC.		
Fund: 212 - TRANSPORTATION		
TIRE REPAIR FOR DUMP TRUC	VEHICLE MAINTENANCE	38.50
TIRE REPAIR ON DUMP TRUCK	VEHICLE MAINTENANCE	86.25
Fund 212 - TRANSPORTATION Total:		124.75
Fund: 621 - ENVIRONMENTAL SERVICES		
TIRE REPAIRS	VEHICLE MAINTENANCE	915.07
TIRE REPAIRS AT TREE DUMP	EQUIPMENT MAINTENANCE	310.00
TIRE REPAIR UNIT #899	VEHICLE MAINTENANCE	18.00
NEW TIRES UNIT #801	VEHICLE MAINTENANCE	951.24
ROTATE TIRES UNIT #813	VEHICLE MAINTENANCE	100.00
Fund 621 - ENVIRONMENTAL SERVICES Total:		2,294.31
Fund: 725 - CENTRAL GARAGE		
ES #899- NEW TIRES	EQUIPMENT MAINTENANCE	640.00
Fund 725 - CENTRAL GARAGE Total:		640.00
Vendor 03321 - DALE'S TIRE & RETREADING, INC. Total:		3,059.06
Vendor: 06876 - DELL MARKETING LP		
Fund: 218 - PUBLIC SAFETY		
TABLET REPLACEMENT FOR U	DEPARTMENT SUPPLIES	2,321.90
Fund 218 - PUBLIC SAFETY Total:		2,321.90
Vendor 06876 - DELL MARKETING LP Total:		2,321.90
Vendor: 09692 - DOOLEY OIL INC		
Fund: 725 - CENTRAL GARAGE		
CENTRAL GARAGE- OIL	OIL & ANTIFREEZE	72.57
Fund 725 - CENTRAL GARAGE Total:		72.57
Vendor 09692 - DOOLEY OIL INC Total:		72.57
Vendor: 07421 - DUANE E. WOHLERS		
Fund: 621 - ENVIRONMENTAL SERVICES		
HAULING RECYCLING TO DEN	DISPOSAL FEES	800.00
HAULING E-WASTE TO COMM	DISPOSAL FEES	800.00
Fund 621 - ENVIRONMENTAL SERVICES Total:		1,600.00
Vendor 07421 - DUANE E. WOHLERS Total:		1,600.00

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Description (Payable)	Account Name	Amount
<b>Vendor: 10195 - DUSTIN RIEF</b>		
<b>Fund: 111 - GENERAL</b>		
EXPENSE	RECRUITMENT	1,423.46
<b>Fund 111 - GENERAL Total:</b>		<b>1,423.46</b>
<b>Vendor 10195 - DUSTIN RIEF Total:</b>		<b>1,423.46</b>
<b>Vendor: 00222 - FARMERS IRRIGATION DISTRICT</b>		
<b>Fund: 111 - GENERAL</b>		
2021 O & M ASSESSMENT	CONTRACTUAL SERVICES	2,262.00
<b>Fund 111 - GENERAL Total:</b>		<b>2,262.00</b>
<b>Vendor 00222 - FARMERS IRRIGATION DISTRICT Total:</b>		<b>2,262.00</b>
<b>Vendor: 07574 - FAT BOYS TIRE AND AUTO</b>		
<b>Fund: 212 - TRANSPORTATION</b>		
NEW TIRES FOR BUCKET TRUC	VEHICLE MAINTENANCE	856.84
<b>Fund 212 - TRANSPORTATION Total:</b>		<b>856.84</b>
<b>Fund: 725 - CENTRAL GARAGE</b>		
CG- TIRES	EQUIPMENT MAINTENANCE	190.03
CG- RETURNED TIRES	EQUIPMENT MAINTENANCE	-190.03
<b>Fund 725 - CENTRAL GARAGE Total:</b>		<b>0.00</b>
<b>Vendor 07574 - FAT BOYS TIRE AND AUTO Total:</b>		<b>856.84</b>
<b>Vendor: 00548 - FEDERAL EXPRESS CORPORATION</b>		
<b>Fund: 641 - WATER</b>		
POSTAGE	POSTAGE	306.25
<b>Fund 641 - WATER Total:</b>		<b>306.25</b>
<b>Vendor 00548 - FEDERAL EXPRESS CORPORATION Total:</b>		<b>306.25</b>
<b>Vendor: 00794 - FLOYD'S TRUCK CENTER SCOTTSBLUFF</b>		
<b>Fund: 725 - CENTRAL GARAGE</b>		
TRANS STOCK- PARTS	EQUIPMENT MAINTENANCE	11.96
FIRE #SBE1- FILTERS	EQUIPMENT MAINTENANCE	78.97
FIRE #E1- CRANKCASE VENTIL	EQUIPMENT MAINTENANCE	105.40
<b>Fund 725 - CENTRAL GARAGE Total:</b>		<b>196.33</b>
<b>Vendor 00794 - FLOYD'S TRUCK CENTER SCOTTSBLUFF Total:</b>		<b>196.33</b>
<b>Vendor: 00060 - FRANCISCO'S BUMPER TO BUMPER INC</b>		
<b>Fund: 111 - GENERAL</b>		
TOW SERVICE-PD	CONTRACTUAL SERVICES	220.00
TOW SERVICE-PD	CONTRACTUAL SERVICES	220.00
TOW SERVICE-PD	CONTRACTUAL SERVICES	170.00
TOW SERVICE-PD	CONTRACTUAL SERVICES	220.00
<b>Fund 111 - GENERAL Total:</b>		<b>830.00</b>
<b>Vendor 00060 - FRANCISCO'S BUMPER TO BUMPER INC Total:</b>		<b>830.00</b>
<b>Vendor: 00541 - FRANK IMPLEMENT CO</b>		
<b>Fund: 641 - WATER</b>		
EQUIP MAINT	EQUIPMENT MAINTENANCE	38.11
EQUIP MAINT	EQUIPMENT MAINTENANCE	21.06
<b>Fund 641 - WATER Total:</b>		<b>59.17</b>
<b>Vendor 00541 - FRANK IMPLEMENT CO Total:</b>		<b>59.17</b>
<b>Vendor: 07904 - FREMONT MOTOR SCOTTSBLUFF, LLC</b>		
<b>Fund: 725 - CENTRAL GARAGE</b>		
POLICE #5- WIRE ASSY	EQUIPMENT MAINTENANCE	94.06
<b>Fund 725 - CENTRAL GARAGE Total:</b>		<b>94.06</b>
<b>Vendor 07904 - FREMONT MOTOR SCOTTSBLUFF, LLC Total:</b>		<b>94.06</b>

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Description (Payable)	Account Name	Amount
<b>Vendor: 05600 - GALLS INC</b>		
<b>Fund: 218 - PUBLIC SAFETY</b>		
CIP-PO-PATROL CARS	EQUIPMENT	2,925.00
<b>Fund 218 - PUBLIC SAFETY Total:</b>		<b>2,925.00</b>
<b>Vendor 05600 - GALLS INC Total:</b>		<b>2,925.00</b>
<b>Vendor: 09610 - GRAY TELEVISION GROUP INC</b>		
<b>Fund: 661 - STORMWATER</b>		
CONTRACTUAL SVC	CONTRACTUAL SERVICES	1,395.00
CONTRACTUAL SVC	CONTRACTUAL SERVICES	200.00
<b>Fund 661 - STORMWATER Total:</b>		<b>1,595.00</b>
<b>Vendor 09610 - GRAY TELEVISION GROUP INC Total:</b>		<b>1,595.00</b>
<b>Vendor: 05667 - HOA SOLUTIONS, INC</b>		
<b>Fund: 631 - WASTEWATER</b>		
EQUIP MAINT	EQUIPMENT MAINTENANCE	340.42
<b>Fund 631 - WASTEWATER Total:</b>		<b>340.42</b>
<b>Vendor 05667 - HOA SOLUTIONS, INC Total:</b>		<b>340.42</b>
<b>Vendor: 00525 - IDEAL LAUNDRY AND CLEANERS, INC.</b>		
<b>Fund: 111 - GENERAL</b>		
Jan. Sup.	JANITORIAL SUPPLIES	89.25
Jan. Sup.	JANITORIAL SUPPLIES	89.25
<b>Fund 111 - GENERAL Total:</b>		<b>178.50</b>
<b>Fund: 212 - TRANSPORTATION</b>		
SUPP - MATS, TOWELS	DEPARTMENT SUPPLIES	33.56
SUPP - MATS, TOWELS	DEPARTMENT SUPPLIES	34.62
SUPP - MATS, TOWELS	DEPARTMENT SUPPLIES	34.62
<b>Fund 212 - TRANSPORTATION Total:</b>		<b>102.80</b>
<b>Fund: 621 - ENVIRONMENTAL SERVICES</b>		
RUGS, SHOPTOWELS, MOPS	DEPARTMENT SUPPLIES	108.14
<b>Fund 621 - ENVIRONMENTAL SERVICES Total:</b>		<b>108.14</b>
<b>Fund: 631 - WASTEWATER</b>		
CONTRACTUAL SVC	CONTRACTUAL SERVICES	37.99
<b>Fund 631 - WASTEWATER Total:</b>		<b>37.99</b>
<b>Fund: 641 - WATER</b>		
CONTRACTUAL SVC	CONTRACTUAL SERVICES	37.99
<b>Fund 641 - WATER Total:</b>		<b>37.99</b>
<b>Fund: 725 - CENTRAL GARAGE</b>		
CENTRAL GARAGE- SHOP TO	DEPARTMENT SUPPLIES	36.18
<b>Fund 725 - CENTRAL GARAGE Total:</b>		<b>36.18</b>
<b>Vendor 00525 - IDEAL LAUNDRY AND CLEANERS, INC. Total:</b>		<b>501.60</b>
<b>Vendor: 09291 - INGRAM LIBRARY SERVICES INC</b>		
<b>Fund: 111 - GENERAL</b>		
Bks.	BOOKS	120.29
Bks.	BOOKS	31.90
Bks.	BOOKS	206.54
<b>Fund 111 - GENERAL Total:</b>		<b>358.73</b>
<b>Vendor 09291 - INGRAM LIBRARY SERVICES INC Total:</b>		<b>358.73</b>
<b>Vendor: 08525 - INTRALINKS, INC</b>		
<b>Fund: 111 - GENERAL</b>		
CONFERENCE CAMERA - COU	DEPARTMENT SUPPLIES	278.63
CONTRACT SERVICES - NOV. 2	CONTRACTUAL SERVICES	595.00
CONTRACT SERVICES - NOV 2	CONTRACTUAL SERVICES	212.50
<b>Fund 111 - GENERAL Total:</b>		<b>1,086.13</b>
<b>Fund: 212 - TRANSPORTATION</b>		
CONTRACT SERVICES - NOV. 2	CONTRACTUAL SERVICES	850.00
<b>Fund 212 - TRANSPORTATION Total:</b>		<b>850.00</b>



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Description (Payable)	Account Name	Amount
<b>Fund: 641 - WATER</b>		
CONTRACT SERVICES - NOV. 2	CONTRACTUAL SERVICES	276.25
<b>Fund 641 - WATER Total:</b>		<b>276.25</b>
<b>Fund: 721 - GIS SERVICES</b>		
CONTRACT SERVICES - NOV. 2	CONTRACTUAL SERVICES	21.25
<b>Fund 721 - GIS SERVICES Total:</b>		<b>21.25</b>
<b>Vendor 08525 - INTRALINKS, INC Total:</b>		<b>2,233.63</b>
<b>Vendor: 09747 - KNOW HOW LLC</b>		
<b>Fund: 111 - GENERAL</b>		
EQUIP MAINT PARK	EQUIPMENT MAINTENANCE	92.28
OIL DRY	DEPARTMENT SUPPLIES	357.30
<b>Fund 111 - GENERAL Total:</b>		<b>449.58</b>
<b>Fund: 212 - TRANSPORTATION</b>		
SUPP - BIT & SHANK	DEPARTMENT SUPPLIES	139.14
<b>Fund 212 - TRANSPORTATION Total:</b>		<b>139.14</b>
<b>Fund: 621 - ENVIRONMENTAL SERVICES</b>		
SPRAY PAINT FOR CANS	DEPARTMENT SUPPLIES	15.76
BATTERY BOLTS & CLEANER	DEPARTMENT SUPPLIES	6.06
<b>Fund 621 - ENVIRONMENTAL SERVICES Total:</b>		<b>21.82</b>
<b>Fund: 725 - CENTRAL GARAGE</b>		
ES #821- HYD HOSE FITTINGS	EQUIPMENT MAINTENANCE	21.53
ES #821- HYD HOSE FITTINGS	EQUIPMENT MAINTENANCE	36.22
CENTRAL GARAGE- SOLVENTS	DEPARTMENT SUPPLIES	48.67
POLICE #5- MIRROR	EQUIPMENT MAINTENANCE	11.04
TRANS #430- BATTERY	EQUIPMENT MAINTENANCE	119.76
TRANS- DOOR HANDLE	EQUIPMENT MAINTENANCE	47.04
POLICE #3- HOOD LIFT SUPPO	EQUIPMENT MAINTENANCE	52.11
FIRE #E1- AIR FILTER	EQUIPMENT MAINTENANCE	94.11
PARKS #325- WATER OUTLET	EQUIPMENT MAINTENANCE	19.96
CENTRAL GARAGE- AIR INTAK	DEPARTMENT SUPPLIES	19.95
PARKS #325- INTAKE GASKET	EQUIPMENT MAINTENANCE	34.51
PARKS #325- SENSOR	EQUIPMENT MAINTENANCE	21.74
PARKS #325- EGR GASKET	EQUIPMENT MAINTENANCE	2.98
PARKS #325- MANIFOLD GASK	EQUIPMENT MAINTENANCE	55.43
PARKS #325- ORING	EQUIPMENT MAINTENANCE	25.04
<b>Fund 725 - CENTRAL GARAGE Total:</b>		<b>610.09</b>
<b>Vendor 09747 - KNOW HOW LLC Total:</b>		<b>1,220.63</b>
<b>Vendor: 10134 - LEE BHM CORP</b>		
<b>Fund: 213 - CEMETERY</b>		
SUBSCRIPTION	SUBSCRIPTIONS	180.75
<b>Fund 213 - CEMETERY Total:</b>		<b>180.75</b>
<b>Vendor 10134 - LEE BHM CORP Total:</b>		<b>180.75</b>
<b>Vendor: 09590 - LEXISNEXIS RISK DATA MANAGEMENT</b>		
<b>Fund: 111 - GENERAL</b>		
CONSULTING-PD	CONSULTING SERVICES	100.00
<b>Fund 111 - GENERAL Total:</b>		<b>100.00</b>
<b>Vendor 09590 - LEXISNEXIS RISK DATA MANAGEMENT Total:</b>		<b>100.00</b>
<b>Vendor: 09760 - MACQUEEN EQUIPMENT INC</b>		
<b>Fund: 631 - WASTEWATER</b>		
EQUIP MAINT	EQUIPMENT MAINTENANCE	322.19
<b>Fund 631 - WASTEWATER Total:</b>		<b>322.19</b>
<b>Vendor 09760 - MACQUEEN EQUIPMENT INC Total:</b>		<b>322.19</b>
<b>Vendor: 07628 - MENARDS, INC</b>		
<b>Fund: 111 - GENERAL</b>		
DEPT SUPP PARK	DEPARTMENT SUPPLIES	63.90

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Description (Payable)	Account Name	Amount
DEPT SUPP PARK	DEPARTMENT SUPPLIES	84.98
<b>Fund 111 - GENERAL Total:</b>		<b>148.88</b>
<b>Fund: 212 - TRANSPORTATION</b>		
SUPP - GRAY PRIMER	DEPARTMENT SUPPLIES	11.88
SUPP - BATTERIES, CONNTR, U	DEPARTMENT SUPPLIES	63.06
SUPP - REBAR & RODS	DEPARTMENT SUPPLIES	8.54
SUPP - TRASH BAGS	DEPARTMENT SUPPLIES	25.98
SUPP - BOLT CUTTERS	DEPARTMENT SUPPLIES	28.98
<b>Fund 212 - TRANSPORTATION Total:</b>		<b>138.44</b>
<b>Fund: 631 - WASTEWATER</b>		
DEPT SUP	DEPARTMENT SUPPLIES	48.90
DEPT SUP	DEPARTMENT SUPPLIES	12.61
DEPT SUP	DEPARTMENT SUPPLIES	3.99
<b>Fund 631 - WASTEWATER Total:</b>		<b>65.50</b>
<b>Fund: 641 - WATER</b>		
DEPT SUP	DEPARTMENT SUPPLIES	13.89
DEPT SUP	DEPARTMENT SUPPLIES	276.66
DEPT SUP	DEPARTMENT SUPPLIES	174.52
<b>Fund 641 - WATER Total:</b>		<b>465.07</b>
<b>Vendor 07628 - MENARDS, INC Total:</b>		<b>817.89</b>
<b>Vendor: 08877 - MES TEAM INC</b>		
<b>Fund: 111 - GENERAL</b>		
OXYGEN CYLINDER REGULATO	DEPARTMENT SUPPLIES	120.00
<b>Fund 111 - GENERAL Total:</b>		<b>120.00</b>
<b>Vendor 08877 - MES TEAM INC Total:</b>		<b>120.00</b>
<b>Vendor: 07938 - MIDWEST CONNECT, LLC</b>		
<b>Fund: 621 - ENVIRONMENTAL SERVICES</b>		
UTIL BILLING - NOVEMBER 20	CONTRACTUAL SERVICES	539.60
<b>Fund 621 - ENVIRONMENTAL SERVICES Total:</b>		<b>539.60</b>
<b>Fund: 631 - WASTEWATER</b>		
UTIL BILLING - NOVEMBER 20	CONTRACTUAL SERVICES	539.60
<b>Fund 631 - WASTEWATER Total:</b>		<b>539.60</b>
<b>Fund: 641 - WATER</b>		
UTIL BILLING - NOVEMBER 20	CONTRACTUAL SERVICES	539.60
<b>Fund 641 - WATER Total:</b>		<b>539.60</b>
<b>Vendor 07938 - MIDWEST CONNECT, LLC Total:</b>		<b>1,618.80</b>
<b>Vendor: 07788 - MUNICIPAL EMERGENCY SERVICES INC</b>		
<b>Fund: 111 - GENERAL</b>		
HYDROSTATIC TESTING OF SC	DEPARTMENT SUPPLIES	735.00
<b>Fund 111 - GENERAL Total:</b>		<b>735.00</b>
<b>Vendor 07788 - MUNICIPAL EMERGENCY SERVICES INC Total:</b>		<b>735.00</b>
<b>Vendor: 02569 - MUNIMETRIX SYSTEMS CORP</b>		
<b>Fund: 111 - GENERAL</b>		
IMAGESILO - NOV 2020	CONTRACTUAL SERVICES	39.99
<b>Fund 111 - GENERAL Total:</b>		<b>39.99</b>
<b>Vendor 02569 - MUNIMETRIX SYSTEMS CORP Total:</b>		<b>39.99</b>
<b>Vendor: 01358 - NE LAW ENFORCEMENT TRAINING CENTER</b>		
<b>Fund: 111 - GENERAL</b>		
HARGES, SPENCER NLTEC	SCHOOL & CONFERENCE	270.00
<b>Fund 111 - GENERAL Total:</b>		<b>270.00</b>
<b>Vendor 01358 - NE LAW ENFORCEMENT TRAINING CENTER Total:</b>		<b>270.00</b>

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Description (Payable)	Account Name	Amount
<b>Vendor: 00253 - NEBRASKA RURAL WATER ASSOCIATION</b>		
<b>Fund: 631 - WASTEWATER</b>		
SCHOOLS & CONF	SCHOOL & CONFERENCE	225.00
<b>Fund 631 - WASTEWATER Total:</b>		<b>225.00</b>
<b>Fund: 641 - WATER</b>		
SCHOOLS & CONF	SCHOOL & CONFERENCE	225.00
<b>Fund 641 - WATER Total:</b>		<b>225.00</b>
<b>Vendor 00253 - NEBRASKA RURAL WATER ASSOCIATION Total:</b>		<b>450.00</b>
<b>Vendor: 00578 - NEBRASKA PUBLIC POWER DISTRICT</b>		
<b>Fund: 111 - GENERAL</b>		
Electric	ELECTRICITY	313.90
Electric	ELECTRICITY	39.63
Electric	ELECTRICITY	613.71
Electric	ELECTRICITY	87.60
Electric	ELECTRICITY	613.71
Electric	ELECTRICITY	242.59
Electric	ELECTRICITY	1,806.78
Electric	ELECTRICITY	2,583.08
Electric	ELECTRICITY	125.81
Electric	ELECTRICITY	25.24
Electric	STREET LIGHTS	100.40
<b>Fund 111 - GENERAL Total:</b>		<b>6,552.45</b>
<b>Fund: 212 - TRANSPORTATION</b>		
Electric	ELECTRICITY	543.64
Electric	ELECTRIC POWER	1,574.85
Electric	STREET LIGHTS	27,353.30
<b>Fund 212 - TRANSPORTATION Total:</b>		<b>29,471.79</b>
<b>Fund: 213 - CEMETERY</b>		
Electric	ELECTRICITY	434.39
<b>Fund 213 - CEMETERY Total:</b>		<b>434.39</b>
<b>Fund: 216 - BUSINESS IMPROVEMENT</b>		
Electric	STREET LIGHTS	85.42
<b>Fund 216 - BUSINESS IMPROVEMENT Total:</b>		<b>85.42</b>
<b>Fund: 621 - ENVIRONMENTAL SERVICES</b>		
Electric	ELECTRICITY	600.71
<b>Fund 621 - ENVIRONMENTAL SERVICES Total:</b>		<b>600.71</b>
<b>Fund: 631 - WASTEWATER</b>		
Electric	ELECTRICITY	1,317.95
Electric	ELECTRIC POWER	86.39
<b>Fund 631 - WASTEWATER Total:</b>		<b>1,404.34</b>
<b>Fund: 641 - WATER</b>		
Electric	ELECTRICITY	66.62
Electric	ELECTRIC POWER	404.07
<b>Fund 641 - WATER Total:</b>		<b>470.69</b>
<b>Fund: 725 - CENTRAL GARAGE</b>		
Electric	ELECTRICITY	181.56
<b>Fund 725 - CENTRAL GARAGE Total:</b>		<b>181.56</b>
<b>Vendor 00578 - NEBRASKA PUBLIC POWER DISTRICT Total:</b>		<b>39,201.35</b>
<b>Vendor: 05373 - NEBRASKA SAFETY &amp; FIRE EQUIPEMENT INC.</b>		
<b>Fund: 111 - GENERAL</b>		
EQUIP MAINT-PD	EQUIPMENT MAINTENANCE	30.00
<b>Fund 111 - GENERAL Total:</b>		<b>30.00</b>
<b>Vendor 05373 - NEBRASKA SAFETY &amp; FIRE EQUIPEMENT INC. Total:</b>		<b>30.00</b>

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Description (Payable)	Account Name	Amount
<b>Vendor: 09832 - NEBRASKALAND TIRE INC</b>		
<b>Fund: 641 - WATER</b>		
EQUIP MAINT	EQUIPMENT MAINTENANCE	50.50
Fund 641 - WATER Total:		50.50
Vendor 09832 - NEBRASKALAND TIRE INC Total:		50.50
<b>Vendor: 09737 - NEDA</b>		
<b>Fund: 224 - ECONOMIC DEVELOPMENT</b>		
ANNUAL MEMBERSHIP - STAR	MEMBERSHIPS	150.00
Fund 224 - ECONOMIC DEVELOPMENT Total:		150.00
Vendor 09737 - NEDA Total:		150.00
<b>Vendor: 09409 - NETWORKFLEET, INC</b>		
<b>Fund: 212 - TRANSPORTATION</b>		
GPS SERVICE	DEPARTMENT SUPPLIES	112.14
Fund 212 - TRANSPORTATION Total:		112.14
<b>Fund: 621 - ENVIRONMENTAL SERVICES</b>		
FLEET GPS SERVICES	CONTRACTUAL SERVICES	112.14
Fund 621 - ENVIRONMENTAL SERVICES Total:		112.14
<b>Fund: 631 - WASTEWATER</b>		
CONTRACTUAL SVC	CONTRACTUAL SERVICES	48.57
Fund 631 - WASTEWATER Total:		48.57
<b>Fund: 641 - WATER</b>		
CONTRACTUAL SVC	CONTRACTUAL SERVICES	32.38
Fund 641 - WATER Total:		32.38
Vendor 09409 - NETWORKFLEET, INC Total:		305.23
<b>Vendor: 00139 - NORTHWEST PIPE FITTINGS, INC. OF SCOTTSBLUFF</b>		
<b>Fund: 111 - GENERAL</b>		
GROUNDS MAINT	GROUNDS MAINTENANCE	244.70
Fund 111 - GENERAL Total:		244.70
Vendor 00139 - NORTHWEST PIPE FITTINGS, INC. OF SCOTTSBLUFF Total:		244.70
<b>Vendor: 01757 - OCLC ONLINE COMPUTER LIBRARY CENTER, INC</b>		
<b>Fund: 111 - GENERAL</b>		
Cont. Svcs.	CONTRACTUAL SERVICES	378.16
Fund 111 - GENERAL Total:		378.16
Vendor 01757 - OCLC ONLINE COMPUTER LIBRARY CENTER, INC Total:		378.16
<b>Vendor: 00285 - OREGON TRAIL PLUMBING, HEATING &amp; COOLING INC</b>		
<b>Fund: 111 - GENERAL</b>		
BLDG MAINT-PD	BUILDING MAINTENANCE	47.50
BLDG MAINT-PD	BUILDING MAINTENANCE	47.50
Fund 111 - GENERAL Total:		95.00
Vendor 00285 - OREGON TRAIL PLUMBING, HEATING & COOLING INC Total:		95.00
<b>Vendor: 00550 - PANHANDLE COOPERATIVE ASSOCIATION</b>		
<b>Fund: 111 - GENERAL</b>		
GROUND MAINT PARKS	GROUNDS MAINTENANCE	5,808.73
GROUNDS MAINT PARKS	GROUNDS MAINTENANCE	720.47
FUEL	GASOLINE	26.88
FUEL	GASOLINE	890.03
FUEL	OTHER FUEL	549.59
GASOLINE-PD	GASOLINE	2,471.19
NOVEMBER DIESEL FUEL	OTHER FUEL	615.42
NOVEMBER GASOLINE	GASOLINE	104.52
FUEL CREDIT ADM	GASOLINE	-2.51
FUEL CREDIT	GASOLINE	-60.90
Fund 111 - GENERAL Total:		11,123.42
<b>Fund: 212 - TRANSPORTATION</b>		
UNLEADED GASOLINE	GASOLINE	639.03

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Description (Payable)	Account Name	Amount
UNLEADED GASOLINE	OTHER FUEL	1,338.33
Fund 212 - TRANSPORTATION Total:		1,977.36
Fund: 621 - ENVIRONMENTAL SERVICES		
FLEET FUEL NOV 2020	GASOLINE	196.83
FLEET FUEL NOV 2020	OTHER FUEL	4,435.16
Fund 621 - ENVIRONMENTAL SERVICES Total:		4,631.99
Fund: 631 - WASTEWATER		
FUEL	GASOLINE	489.63
FUEL	OTHER FUEL	196.90
FUEL	HEATING FUEL	161.90
Fund 631 - WASTEWATER Total:		848.43
Fund: 641 - WATER		
FUEL	GASOLINE	554.26
FUEL	HEATING FUEL	161.89
Fund 641 - WATER Total:		716.15
Vendor 00550 - PANHANDLE COOPERATIVE ASSOCIATION Total:		19,297.35
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	60.00
Fund 641 - WATER Total:		60.00
Vendor 00487 - PANHANDLE ENVIRONMENTAL SERVICES INC Total:		153.00
Vendor: 04494 - PAUL REED CONSTRUCTION & SUPPLY, INC		
Fund: 215 - SPECIAL PROJECTS		
23 CLUB IMPROVEMENTS	STRUCTURES	107,748.58
Fund 215 - SPECIAL PROJECTS Total:		107,748.58
Vendor 04494 - PAUL REED CONSTRUCTION & SUPPLY, INC Total:		107,748.58
Vendor: 09807 - POLYDYNE INC		
Fund: 631 - WASTEWATER		
CHEMICALS	CHEMICALS	5,379.93
Fund 631 - WASTEWATER Total:		5,379.93
Vendor 09807 - POLYDYNE INC Total:		5,379.93
Vendor: 00266 - QUILL CORPORATION		
Fund: 111 - GENERAL		
DEPT SUPPL-PD	DEPARTMENT SUPPLIES	72.52
DEPT SUPPL-PD	DEPARTMENT SUPPLIES	31.45
Fund 111 - GENERAL Total:		103.97
Vendor 00266 - QUILL CORPORATION Total:		103.97
Vendor: 06780 - RAILROAD MANAGEMENT CO III, LLC		
Fund: 641 - WATER		
RENT - LAND	RENT-LAND	284.85
Fund 641 - WATER Total:		284.85
Fund: 661 - STORMWATER		
RENT - LAND	RENT-LAND	671.95
Fund 661 - STORMWATER Total:		671.95
Vendor 06780 - RAILROAD MANAGEMENT CO III, LLC Total:		956.80
Vendor: 02324 - RON'S TOWING		
Fund: 111 - GENERAL		
TOW SERVICE-PD	CONTRACTUAL SERVICES	225.00
TOW DUMP TRUCK	CONTRACTUAL SERVICES	250.00
Fund 111 - GENERAL Total:		475.00
Vendor 02324 - RON'S TOWING Total:		475.00

## Expense Approval Report

Post Dates: 12/8/2020 - 12/21/2020

Description (Payable)	Account Name	Amount
<b>Vendor: 00257 - SANDBERG IMPLEMENT, INC</b>		
<b>Fund: 111 - GENERAL</b>		
PARTS	EQUIPMENT MAINTENANCE	78.12
PARTS	EQUIPMENT MAINTENANCE	49.66
PARTS - FORKLIFT	EQUIPMENT MAINTENANCE	46.15
PARTS	EQUIPMENT MAINTENANCE	126.14
<b>Fund 111 - GENERAL Total:</b>		<b>300.07</b>
<b>Vendor 00257 - SANDBERG IMPLEMENT, INC Total:</b>		<b>300.07</b>
<b>Vendor: 00841 - SCB COUNTY</b>		
<b>Fund: 111 - GENERAL</b>		
DEPT CNTRCL SRVCS	CONTRACTUAL SERVICES	145.00
<b>Fund 111 - GENERAL Total:</b>		<b>145.00</b>
<b>Vendor 00841 - SCB COUNTY Total:</b>		<b>145.00</b>
<b>Vendor: 10194 - SCOTT MCCLURE</b>		
<b>Fund: 111 - GENERAL</b>		
EXPENSE	RECRUITMENT	1,073.35
<b>Fund 111 - GENERAL Total:</b>		<b>1,073.35</b>
<b>Vendor 10194 - SCOTT MCCLURE Total:</b>		<b>1,073.35</b>
<b>Vendor: 00852 - SCOTTS BLUFF COUNTY COURT</b>		
<b>Fund: 111 - GENERAL</b>		
LEGAL FEES-PD	LEGAL FEES	187.00
<b>Fund 111 - GENERAL Total:</b>		<b>187.00</b>
<b>Vendor 00852 - SCOTTS BLUFF COUNTY COURT Total:</b>		<b>187.00</b>
<b>Vendor: 01271 - SCOTTSBLUFF SCREENPRINTING &amp; EMBROIDERY, LLC</b>		
<b>Fund: 111 - GENERAL</b>		
PLAQUES & NAMEPLATES - C	DEPARTMENT SUPPLIES	98.00
<b>Fund 111 - GENERAL Total:</b>		<b>98.00</b>
<b>Vendor 01271 - SCOTTSBLUFF SCREENPRINTING &amp; EMBROIDERY, LLC Total:</b>		<b>98.00</b>
<b>Vendor: 00759 - SCOTTSBLUFF/GERING CHAMBER OF COMMERCE</b>		
<b>Fund: 224 - ECONOMIC DEVELOPMENT</b>		
MEMBERSHIP INVESTMENT	MEMBERSHIPS	6,526.00
<b>Fund 224 - ECONOMIC DEVELOPMENT Total:</b>		<b>6,526.00</b>
<b>Vendor 00759 - SCOTTSBLUFF/GERING CHAMBER OF COMMERCE Total:</b>		<b>6,526.00</b>
<b>Vendor: 07502 - SHAFFER PUBLICATONS</b>		
<b>Fund: 111 - GENERAL</b>		
Sbscrp.	SUBSCRIPTIONS	2,055.77
<b>Fund 111 - GENERAL Total:</b>		<b>2,055.77</b>
<b>Vendor 07502 - SHAFFER PUBLICATONS Total:</b>		<b>2,055.77</b>
<b>Vendor: 00786 - SHERWIN WILLIAMS</b>		
<b>Fund: 111 - GENERAL</b>		
GROUND MAINT PARK	GROUNDS MAINTENANCE	43.82
<b>Fund 111 - GENERAL Total:</b>		<b>43.82</b>
<b>Vendor 00786 - SHERWIN WILLIAMS Total:</b>		<b>43.82</b>
<b>Vendor: 00021 - SIMMONS OLSEN LAW FIRM, P.C.</b>		
<b>Fund: 111 - GENERAL</b>		
CONTRACTUAL-PD	CONTRACTUAL SERVICES	4,167.18
CONTRACTUAL SERVICES	CONTRACTUAL SERVICES	6,264.61
CONTRACTUAL SERVICES	CONTRACTUAL SERVICES	162.00
<b>Fund 111 - GENERAL Total:</b>		<b>10,593.79</b>
<b>Fund: 219 - INDUSTRIAL SITES</b>		
CONTRACTUAL SERVICES	CONTRACTUAL SERVICES	297.00
<b>Fund 219 - INDUSTRIAL SITES Total:</b>		<b>297.00</b>
<b>Fund: 224 - ECONOMIC DEVELOPMENT</b>		
CONTRACTUAL SERVICES	CONTRACTUAL SERVICES	30.00

## Expense Approval Report

Post Dates: 12/8/2020 - 12/21/2020

Description (Payable)	Account Name	Amount
CONTRACTUAL SERVICES	CONTRACTUAL SERVICES	1,275.00
CONTRACTUAL SERVICES	CONTRACTUAL SERVICES	1,260.00
Fund 224 - ECONOMIC DEVELOPMENT Total:		2,565.00
Vendor 00021 - SIMMONS OLSEN LAW FIRM, P.C. Total:		13,455.79
<b>Vendor: 09663 - SOUNDSLEEPER SECURITY INC.</b>		
Fund: 111 - GENERAL		
CONTRACTUAL-PD	CONTRACTUAL SERVICES	14.95
Fund 111 - GENERAL Total:		14.95
Vendor 09663 - SOUNDSLEEPER SECURITY INC. Total:		14.95
<b>Vendor: 09880 - SOUTHERN UNIFORM EQUIPMENT</b>		
Fund: 111 - GENERAL		
UNIFORM SHIRTS (2 WHITE, 1	UNIFORMS & CLOTHING	164.98
Fund 111 - GENERAL Total:		164.98
Vendor 09880 - SOUTHERN UNIFORM EQUIPMENT Total:		164.98
<b>Vendor: 01325 - THE PEAVEY CORP</b>		
Fund: 111 - GENERAL		
INVEST SUPPL-PD	INVESTIGATIVE EXPENSES	188.50
INVEST SUPPL-PD	INVESTIGATIVE EXPENSES	510.00
Fund 111 - GENERAL Total:		698.50
Vendor 01325 - THE PEAVEY CORP Total:		698.50
<b>Vendor: 09840 - UNITED STATES WELDING</b>		
Fund: 621 - ENVIRONMENTAL SERVICES		
CO2 TANK RENTAL	DEPARTMENT SUPPLIES	43.30
Fund 621 - ENVIRONMENTAL SERVICES Total:		43.30
Vendor 09840 - UNITED STATES WELDING Total:		43.30
<b>Vendor: 00344 - WESTERN PATHOLOGY CONSULTANTS, INC</b>		
Fund: 111 - GENERAL		
RANDOM DOT TESTS - NOV 2	CONTRACTUAL SERVICES	273.75
Fund 111 - GENERAL Total:		273.75
Vendor 00344 - WESTERN PATHOLOGY CONSULTANTS, INC Total:		273.75
<b>Vendor: 04430 - WESTERN TRAVEL TERMINAL, LLC</b>		
Fund: 111 - GENERAL		
VEH MAINT-PD	VEHICLE MAINTENANCE	240.00
UNIT 2 CARWASH	DEPARTMENT SUPPLIES	13.00
Fund 111 - GENERAL Total:		253.00
Fund: 631 - WASTEWATER		
VEHICLE MAINT	VEHICLE MAINTENANCE	91.00
EQUIP MAINT	EQUIPMENT MAINTENANCE	36.00
Fund 631 - WASTEWATER Total:		127.00
Fund: 641 - WATER		
VEHICLE MAINT	VEHICLE MAINTENANCE	13.00
Fund 641 - WATER Total:		13.00
Vendor 04430 - WESTERN TRAVEL TERMINAL, LLC Total:		393.00
<b>Vendor: 03379 - ZM LUMBER INC</b>		
Fund: 111 - GENERAL		
GROUND MAINT PARK	GROUNDS MAINTENANCE	71.54
GROUND MAINT PARK	GROUNDS MAINTENANCE	29.69
GROUND MAINT PARK	GROUNDS MAINTENANCE	50.98
BOX FOR HAULING	VEHICLE MAINTENANCE	79.85
Fund 111 - GENERAL Total:		232.06
Fund: 215 - SPECIAL PROJECTS		
HAIL REPAIR - SOCCER BLDG	INSURED REPAIRS/REPLACE	270.47

**Expense Approval Report**

Post Dates: 12/8/2020 - 12/21/2020

Description (Payable)	Account Name	Amount
RETURN SHINGLES - HAIL DA	INSURED REPAIRS/REPLACE	-29.00
Fund 215 - SPECIAL PROJECTS Total:		241.47
Vendor 03379 - ZM LUMBER INC Total:		473.53
Grand Total:		279,142.42



## Report Summary

## Fund Summary

Fund	Expense Amount
111 - GENERAL	46,680.47
212 - TRANSPORTATION	34,524.53
213 - CEMETERY	615.14
215 - SPECIAL PROJECTS	107,990.05
216 - BUSINESS IMPROVEMENT	85.42
218 - PUBLIC SAFETY	5,246.90
219 - INDUSTRIAL SITES	297.00
224 - ECONOMIC DEVELOPMENT	9,241.00
621 - ENVIRONMENTAL SERVICES	51,200.00
631 - WASTEWATER	11,579.04
641 - WATER	6,891.33
661 - STORMWATER	2,266.95
721 - GIS SERVICES	31.27
725 - CENTRAL GARAGE	2,493.32
<b>Grand Total:</b>	<b>279,142.42</b>

## Account Summary

Account Number	Account Name	Expense Amount
111-52111-111	DEPARTMENT SUPPLIES	53.22
111-52111-112	DEPARTMENT SUPPLIES	16.76
111-52111-113	DEPARTMENT SUPPLIES	98.00
111-52111-116	DEPARTMENT SUPPLIES	278.63
111-52111-141	DEPARTMENT SUPPLIES	1,789.78
111-52111-142	DEPARTMENT SUPPLIES	103.97
111-52111-171	DEPARTMENT SUPPLIES	148.88
111-52121-151	JANITORIAL SUPPLIES	319.40
111-52163-142	INVESTIGATIVE EXPENSE	698.50
111-52181-141	UNIFORMS & CLOTHING	164.98
111-52222-151	BOOKS	358.73
111-52225-151	SUBSCRIPTIONS	2,055.77
111-52511-111	GASOLINE	24.37
111-52511-141	GASOLINE	104.52
111-52511-142	GASOLINE	2,471.19
111-52511-171	GASOLINE	829.13
111-52521-141	OTHER FUEL	615.42
111-52521-171	OTHER FUEL	549.59
111-53111-112	CONTRACTUAL SERVICES	273.75
111-53111-114	CONTRACTUAL SERVICES	6,426.61
111-53111-115	CONTRACTUAL SERVICES	39.99
111-53111-116	CONTRACTUAL SERVICES	807.50
111-53111-121	CONTRACTUAL SERVICES	145.00
111-53111-142	CONTRACTUAL SERVICES	5,281.13
111-53111-151	CONTRACTUAL SERVICES	487.59
111-53111-171	CONTRACTUAL SERVICES	2,512.00
111-53121-112	CONSULTING SERVICES	61.00
111-53121-142	CONSULTING SERVICES	100.00
111-53211-142	LEGAL FEES	187.00
111-53421-141	BUILDING MAINTENANC	47.50
111-53421-142	BUILDING MAINTENANC	47.50
111-53441-111	EQUIPMENT MAINTENA	68.81
111-53441-142	EQUIPMENT MAINTENA	459.49
111-53441-171	EQUIPMENT MAINTENA	392.35
111-53451-142	VEHICLE MAINTENANCE	240.00
111-53451-171	VEHICLE MAINTENANCE	79.85
111-53471-171	GROUNDS MAINTENAN	6,969.93
111-53511-111	ELECTRICITY	313.90
111-53511-141	ELECTRICITY	653.34

**Account Summary**

Account Number	Account Name	Expense Amount
111-53511-142	ELECTRICITY	701.31
111-53511-143	ELECTRICITY	242.59
111-53511-151	ELECTRICITY	1,806.78
111-53511-171	ELECTRICITY	2,708.89
111-53511-172	ELECTRICITY	25.24
111-53551-171	STREET LIGHTS	100.40
111-53561-121	PHONE & INTERNET	20.04
111-53711-142	SCHOOL & CONFERENCE	270.00
111-53913-112	RECRUITMENT	2,496.81
111-54391-171	PATHWAY	2,033.33
212-52111-151	DEPARTMENT SUPPLIES	11.88
212-52111-212	DEPARTMENT SUPPLIES	807.96
212-52511-212	GASOLINE	639.03
212-52521-212	OTHER FUEL	1,338.33
212-53111-212	CONTRACTUAL SERVICES	850.00
212-53451-212	VEHICLE MAINTENANCE	981.59
212-53511-212	ELECTRICITY	543.64
212-53531-212	ELECTRIC POWER	1,574.85
212-53551-212	STREET LIGHTS	27,353.30
212-53561-212	PHONE & INTERNET	423.95
213-52225-213	SUBSCRIPTIONS	180.75
213-53511-213	ELECTRICITY	434.39
215-52931-111	INSURED REPAIRS/REPL	241.47
215-54311-171	STRUCTURES	107,748.58
216-53551-000	STREET LIGHTS	85.42
218-52111-141	DEPARTMENT SUPPLIES	2,321.90
218-54411-142	EQUIPMENT	2,925.00
219-53111-111	CONTRACTUAL SERVICES	297.00
224-52311-114	MEMBERSHIPS	6,676.00
224-53111-114	CONTRACTUAL SERVICES	2,565.00
621-52111-621	DEPARTMENT SUPPLIES	961.79
621-52511-621	GASOLINE	196.83
621-52521-621	OTHER FUEL	4,435.16
621-53111-621	CONTRACTUAL SERVICES	651.74
621-53193-621	DISPOSAL FEES	41,924.30
621-53441-621	EQUIPMENT MAINTENA	310.00
621-53451-621	VEHICLE MAINTENANCE	1,984.31
621-53511-621	ELECTRICITY	600.71
621-53561-621	PHONE & INTERNET	135.16
631-52111-631	DEPARTMENT SUPPLIES	65.50
631-52511-631	GASOLINE	489.63
631-52521-631	OTHER FUEL	196.90
631-52611-631	CHEMICALS	5,379.93
631-53111-631	CONTRACTUAL SERVICES	819.20
631-53441-631	EQUIPMENT MAINTENA	2,619.52
631-53451-631	VEHICLE MAINTENANCE	91.00
631-53511-631	ELECTRICITY	1,317.95
631-53521-631	HEATING FUEL	161.90
631-53531-631	ELECTRIC POWER	86.39
631-53561-631	PHONE & INTERNET	85.06
631-53571-631	CELLULAR PHONE	41.06
631-53711-631	SCHOOL & CONFERENCE	225.00
641-52111-641	DEPARTMENT SUPPLIES	3,523.01
641-52117-641	SAMPLES	60.00
641-52411-641	POSTAGE	306.25
641-52511-641	GASOLINE	554.26
641-53111-641	CONTRACTUAL SERVICES	946.22
641-53441-641	EQUIPMENT MAINTENA	275.04

**Account Summary**

<b>Account Number</b>	<b>Account Name</b>	<b>Expense Amount</b>
641-53451-641	VEHICLE MAINTENANCE	13.00
641-53511-641	ELECTRICITY	66.62
641-53521-641	HEATING FUEL	161.89
641-53531-641	ELECTRIC POWER	404.07
641-53561-641	PHONE & INTERNET	30.06
641-53571-641	CELLULAR PHONE	41.06
641-53611-641	RENT-LAND	284.85
641-53711-641	SCHOOL & CONFERENCE	225.00
661-53111-661	CONTRACTUAL SERVICES	1,595.00
661-53611-661	RENT-LAND	671.95
721-53111-721	CONTRACTUAL SERVICES	21.25
721-53561-721	PHONE & INTERNET	10.02
725-52111-725	DEPARTMENT SUPPLIES	104.80
725-52531-725	OIL & ANTIFREEZE	72.57
725-53441-725	EQUIPMENT MAINTENA	2,134.39
725-53511-725	ELECTRICITY	181.56
<b>Grand Total:</b>		<b>279,142.42</b>

**Project Account Summary**

<b>Project Account Key</b>	<b>Expense Amount</b>
**None**	277,305.95
2118652931	241.47
6002053111	1,595.00
<b>Grand Total:</b>	<b>279,142.42</b>

# **City of Scottsbluff, Nebraska**

**Monday, December 21, 2020**

**Regular Meeting**

## **Item Public Inp1**

**Council to receive a presentation from the Riverside Discovery Center.**

**Staff Contact:**



# Riverside Discovery Center 2020

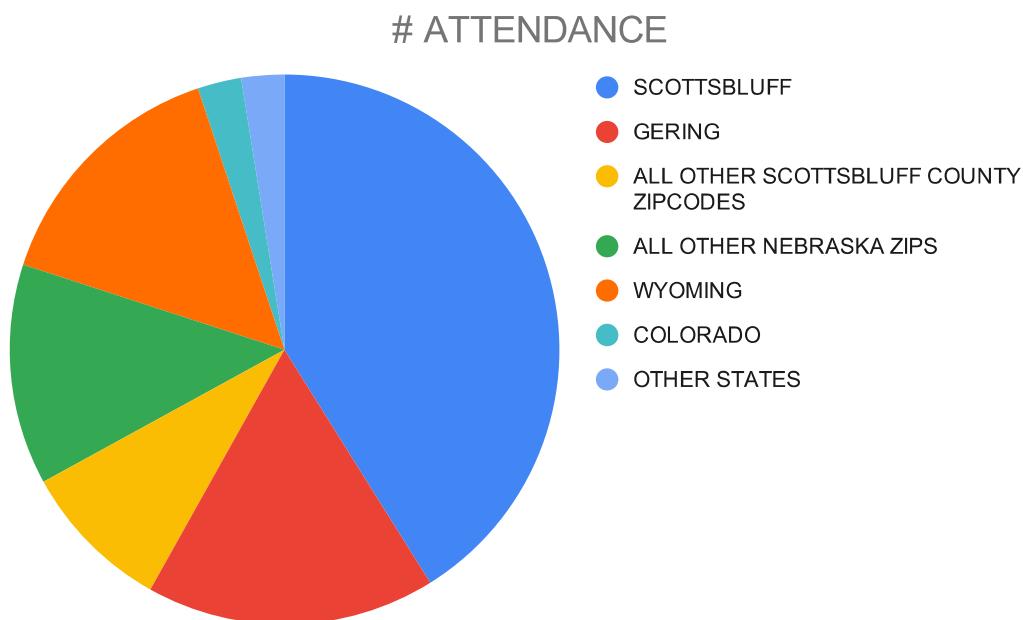




# Attendance

## Oct. 1, 2019 - Sept. 30, 2020

ZIPCODE	# ATTENDANCE
SCOTTSBLUFF	14,235
GERING	5,884
ALL OTHER SCOTTSBLUFF COUNTY ZIPCODES	3,077
ALL OTHER NEBRASKA ZIPS	4,491
WYOMING	5,159
COLORADO	891
OTHER STATES	877
INTERNATIONAL	0
TOTAL	34,614



Riverside Discovery Center  
Statement of Activities for Budget

	9/30/2019	9/30/2020	Year to Date 9/30/2020	Budget 9/30/2020
Support Income				
Direct Public Support	141,976.24	113,582.79	113,582.79	104,600.00
Restricted Support	127,948.57	139,596.58	139,596.58	75,000.00
Government Contracts	<u>351,100.00</u>	<u>429,500.00</u>	<u>429,500.00</u>	<u>400,000.00</u>
	621,024.81	682,679.37	682,679.37	579,600.00
Merchandise Sales	50,110.02	64,585.40	64,585.40	57,000.00
Admission Income				
Annual Memberships	64,393.91	64,488.44	64,488.44	65,000.00
Adult Admission	68,209.67	68,713.25	68,713.25	75,200.00
Child Admission	22,543.58	21,633.35	21,633.35	28,080.00
Toddler Admission	6,334.01	6,475.55	6,475.55	6,500.00
Group Admission	15,507.05	4,983.75	4,983.75	15,000.00
Senior Admission	<u>7,837.53</u>	<u>5,218.30</u>	<u>5,218.30</u>	<u>7,000.00</u>
	184,825.75	171,512.64	171,512.64	196,780.00
Other Income				
Rent Income	3,009.00	560.00	560.00	2,750.00
Special Events	62,437.80	29,164.00	29,164.00	58,800.00
Education	9,789.75	2,166.95	2,166.95	10,050.00
Investment Income	326.51	535.60	535.60	200.00
Other Income	<u>19,992.97</u>	<u>5,775.40</u>	<u>5,775.40</u>	<u>6,670.00</u>
	<u>95,556.03</u>	<u>38,201.95</u>	<u>38,201.95</u>	<u>78,470.00</u>
Total Revenue	951,516.61	956,979.36	956,979.36	911,850.00
Cost of Goods Sold	<u>11,827.18</u>	<u>19,477.81</u>	<u>19,477.81</u>	<u>16,500.00</u>
Gross Profit	939,689.43	937,501.55	937,501.55	895,350.00
Animal Care				
Other Animal Expenses	30,404.64	5,581.77	5,581.77	6,300.00
Animal Diet	48,974.69	62,548.89	62,548.89	50,350.00
Veterinary	<u>12,712.12</u>	<u>11,688.88</u>	<u>11,688.88</u>	<u>13,100.00</u>
	92,091.45	79,819.54	79,819.54	69,750.00
Contract Services	<u>21,748.00</u>	<u>23,500.00</u>	<u>23,500.00</u>	<u>24,600.00</u>

## Facilities and Equipment

Depreciation	117,530.21	113,595.70	113,595.70	117,530.21
Repairs and Maintenance	20,574.22	33,338.73	33,338.73	27,750.00
Facility Supplies	6,881.72	8,078.28	8,078.28	7,350.00
Taxes and Licenses	220.85	147.63	147.63	650.00
	<u>145,207.00</u>	<u>155,160.34</u>	<u>155,160.34</u>	<u>153,280.21</u>

## Operating Expenses

Operating supplies	2,767.66	6,674.60	6,674.60	3,850.00
Dues and Subscriptions	7,055.63	7,876.36	7,876.36	8,000.00
Donations	-	393.00	393.00	1,500.00
Utilities	64,385.76	63,517.95	63,517.95	71,050.00
Merchant Fees	6,257.92	5,935.28	5,935.28	6,200.00
Other Expense	2,862.31	2,618.00	2,618.00	5,300.00
Advertising Expense	5,377.75	5,454.71	5,454.71	8,000.00
Interest Expense	10,441.48	9,139.20	9,139.20	9,000.00
Travel and Meetings	2,580.84	286.44	286.44	2,500.00
Insurance	33,115.27	37,540.10	37,540.10	32,750.00
	<u>134,844.62</u>	<u>139,435.64</u>	<u>139,435.64</u>	<u>148,150.00</u>

## Payroll Expenses

Salaries and Wages	366,363.85	385,377.43	385,377.43	380,363.85
Employee Benefits	-	-	-	-
Payroll Taxes	28,938.77	30,515.15	30,515.15	30,000.00
Workers Comp	31,035.00	28,934.00	28,934.00	28,500.00
Uniforms	448.10	1,830.00	1,830.00	1,200.00
	<u>426,785.72</u>	<u>446,656.58</u>	<u>446,656.58</u>	<u>440,063.85</u>

Special Events Expense	7,258.27	4,921.03	4,921.03	6,400.00
Investment Expense	100.00	-	-	400.00
Grant Expense	-	-	-	100.00
	<u>-</u>	<u>-</u>	<u>-</u>	<u>100.00</u>

Total Expenses	<u>828,035.06</u>	<u>849,493.13</u>	<u>849,493.13</u>	<u>842,744.06</u>
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Net Profit	<u>111,654.37</u>	<u>88,008.42</u>	<u>88,008.42</u>	<u>52,605.94</u>
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Net without Depreciation	229,184.58	201,604.12	201,604.12	170,136.15
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Riverside Discovery Center  
Statement of Activities

	<u>9/30/2018</u>	<u>9/30/2019</u>	<u>9/30/2020</u>
Support Income			
Direct Public Support	47,364.62	141,976.24	113,582.79
Restricted Support	76,857.02	127,948.57	139,596.58
Government Contracts	<u>350,000.00</u>	<u>351,100.00</u>	<u>429,500.00</u>
	474,221.64	621,024.81	682,679.37
 Merchandise Sales	 48,072.77	 50,110.02	 64,585.40
 Admission Income			
Annual Memberships	48,636.72	64,393.91	64,488.44
Adult Admission	87,599.44	68,209.67	68,713.25
Child Admission	27,777.97	22,543.58	21,633.35
Toddler Admission	912.75	6,334.01	6,475.55
Group Admission	16,185.19	15,507.05	4,983.75
Senior Admission	<u>7,978.19</u>	<u>7,837.53</u>	<u>5,218.30</u>
	189,090.26	184,825.75	171,512.64
 Other Income			
Rent Income	5,533.00	3,009.00	560.00
Special Events	18,943.00	62,437.80	29,164.00
Education	29,063.74	9,789.75	2,166.95
Investment Income	115.14	326.51	535.60
Other Income	<u>9,942.89</u>	<u>19,992.97</u>	<u>5,775.40</u>
	<u>63,597.77</u>	<u>95,556.03</u>	<u>38,201.95</u>
 Total Revenue	 774,982.44	 951,516.61	 956,979.36
 Cost of Goods Sold	 <u>13,271.70</u>	 <u>11,827.18</u>	 <u>19,477.81</u>
 Gross Profit	 761,710.74	 939,689.43	 937,501.55
 Animal Care			
Other Animal Expenses	15,628.31	30,404.64	5,581.77
Animal Diet	54,222.41	48,974.69	62,548.89
Veterinary	<u>9,752.15</u>	<u>12,712.12</u>	<u>11,688.88</u>
	79,602.87	92,091.45	79,819.54

## Facilities and Equipment

Depreciation	125,511.61	117,530.21	113,595.70
Repairs and Maintenance	26,301.83	20,574.22	33,338.73
Facility Supplies	9,505.30	6,881.72	8,078.28
Taxes and Licenses	<u>1,370.31</u>	<u>220.85</u>	<u>147.63</u>
	162,689.05	145,207.00	155,160.34

## Operating Expenses

Operating supplies	4,251.04	2,767.66	6,674.60
Dues and Subscriptions	7,073.60	7,055.63	7,876.36
Donations	730.00	-	393.00
Utilities	80,073.86	64,385.76	63,517.95
Merchant Fees	7,008.55	6,257.92	5,935.28
Other Expense	9,203.36	2,862.31	2,618.00
Advertising Expense	5,277.57	5,377.75	5,454.71
Interest Expense	3,968.31	10,441.48	9,139.20
Travel and Meetings	4,614.73	2,580.84	286.44
Insurance	<u>34,511.04</u>	<u>33,115.27</u>	<u>37,540.10</u>
	156,712.06	134,844.62	139,435.64

## Payroll Expenses

Salaries and Wages	385,744.33	366,363.85	385,377.43
Employee Benefits	51.14	-	-
Payroll Taxes	30,808.71	28,938.77	30,515.15
Workers Comp	28,169.00	31,035.00	28,934.00
Uniforms	<u>1,150.24</u>	<u>448.10</u>	<u>1,830.00</u>
	445,923.42	426,785.72	446,656.58

Special Events Expense	2,462.29	7,258.27	4,921.03
Investment Expense	300.00	100.00	-
Grant Expense	<u>99.00</u>	<u>-</u>	<u>-</u>

Total Expenses	<u>881,169.79</u>	<u>828,035.06</u>	<u>849,493.13</u>
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Net Profit	<u>(119,459.05)</u>	<u>111,654.37</u>	<u>88,008.42</u>
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Net without Denreciation	6,052.56	229,184.58	201,604.12
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Riverside Discovery Center  
Statement of Financial Position

	9/30/2019	9/30/2020	Budget 9/30/2020
Cash	213,091.05	256,148.14	156,913.65
Other Current Assets			
Accounts Receivable	16,427.49	508.85	-
Inventory	17,758.96	12,623.87	15,000.00
Total Other Current Assets	34,186.45	13,132.72	15,000.00
Property, Plant and Equipment			
Land	25,000.00	25,000.00	25,000.00
Construction in Progress	108,254.61	339,686.83	693,754.61
Buildings & Improvements	3,409,251.22	3,443,303.39	3,409,251.22
Accumulated Depreciation	(2,163,549.42)	(2,277,564.38)	(2,281,079.63)
Total PP&E	1,378,956.41	1,530,425.84	1,846,926.20
Other Assets	1,381.37	1,381.37	1,381.37
Total Assets	<u>1,627,615.28</u>	<u>1,801,088.07</u>	<u>2,020,221.22</u>
Current Liabilities			
Accounts Payable	21,069.02	-	21,069.02
Other Liabilities	3,527.49	78,798.34	3,527.49
Total Current Liabilities	24,596.51	78,798.34	24,596.51
Long-Term Liabilities	177,758.47	230,231.62	517,758.47
Total Liabilities	202,354.98	309,029.96	542,354.98
Unrestricted Net Assets	319,975.71	386,773.52	372,581.65
Permanently Restricted Net Assets	1,105,284.59	1,105,284.59	1,105,284.59
	<u>1,425,260.30</u>	<u>1,492,058.11</u>	<u>1,477,866.24</u>
Liabilities and Net Assets	<u>1,627,615.28</u>	<u>1,801,088.07</u>	<u>2,020,221.22</u>



Riverside Zoological Foundation								
Statement of Activity								
October 2019 - September 2020								
						9/14/2020		
	Oct 2015 - Sep 2016	Oct 2016 - Sep 2017	Oct 2017 - Sep 2018	Oct 2018 - Sep 2019	Oct 2019 - Sep 2020	5 Year Average	Oct 2020 - Sep 2021	
Revenue								
4340 Direct Public Support	\$0.00	\$0.00	\$0.00	\$600.00	\$0.00	\$120.00	\$0.00	
4340.1 4340.1 Exhibit Sponsorships	\$0.00	\$0.00	\$3,000.00	\$19,940.00	\$21,000.00	\$8,788.00	\$22,000.00	
4341 Sustaining Partners	\$20,150.00	\$950.00	\$251.25	\$17,050.00	\$38,000.00	\$15,280.25	\$35,000.00	
4343 Adopt a Spot	\$120.00	\$300.00	\$595.00	\$659.75	\$840.00	\$502.95	\$500.00	
4345 Annual Memberships	\$35,313.56	\$36,466.27	\$48,636.72	\$64,393.91	\$61,411.27	\$49,244.35	\$65,000.00	
4346 Adopt An Animal	\$0.00	\$50.00	\$0.00	\$0.00	\$0.00	\$10.00	\$0.00	
4347 Contributions to Building Fund	\$116,423.74	\$48,500.00	\$0.00	\$28,690.28	\$0.00	\$38,722.80	\$75,000.00	
4347.1 Bear Build Fund	\$0.00	\$0.00	\$76,857.02	\$127,948.57	\$138,364.79	\$68,634.08	\$20,000.00	
Total 4347 Contributions to Building Fund	\$116,423.74	\$48,500.00	\$76,857.02	\$156,638.85	\$138,364.79	\$107,356.88	\$95,000.00	
4348 Donations/Gifts	\$76,802.35	\$103,288.25	\$43,518.37	\$51,417.57	\$44,175.34	\$63,840.38	\$44,000.00	
4350 Contributions from Board	\$0.00	\$0.00	\$0.00	\$5,700.00	\$8,320.70	\$2,804.14	\$6,000.00	
Total 4340 Direct Public Support	\$248,809.65	\$189,554.52	\$172,858.36	\$316,400.08	\$312,112.10	\$247,946.94	\$267,500.00	
4440 Government Contracts								
4443 City of Scottsbluff Inlocal Agr	\$350,000.00	\$350,000.00	\$350,000.00	\$350,000.00	\$350,000.00	\$350,000.00	\$300,000.00	
4444 City of Gering-Inlocal Agreeem	\$0.00	\$0.00	\$0.00	\$0.00	\$50,000.00	\$10,000.00	\$50,000.00	
4446 City of Terrytown-Inlocal Agree	\$0.00	\$0.00	\$0.00	\$0.00	\$1,500.00	\$300.00	\$1,500.00	
Total 4440 Government Contracts	\$350,000.00	\$350,000.00	\$350,000.00	\$350,000.00	\$401,500.00	\$360,300.00	\$351,500.00	
4450 Government Grants								
4453 Local Government Grants	\$0.00	\$0.00	\$0.00	\$0.00	\$1,000.00	\$200.00	\$2,585.00	
4454 State Grants	\$0.00	\$4,736.46	\$0.00	\$1,100.00	\$27,000.00	\$6,567.29	\$6,400.00	
Total 4450 Government Grants	\$0.00	\$4,736.46	\$0.00	\$1,100.00	\$28,000.00	\$6,767.29	\$8,985.00	
4480 Indirect Public Support								
4483 4483. AZA Contributions	\$0.00	\$0.00	\$0.00	\$2,000.00	\$0.00	\$400.00	\$0.00	
Total 4480 Indirect Public Support	\$0.00	\$0.00	\$0.00	\$2,000.00	\$0.00	\$400.00	\$0.00	
4500 Investments								
4503 Interest-Savings, Short-term CD	\$54.52	\$22.04	\$115.14	\$326.51	\$532.24	\$210.09	\$0.00	
Total 4500 Investments	\$54.52	\$22.04	\$115.14	\$326.51	\$532.24	\$210.09	\$0.00	
4640 Other Types of Income	\$2,536.34	\$0.00	\$1,734.25	\$0.00	\$0.00	\$854.12	\$0.00	
4641 Concession	\$0.00	\$0.00	\$3,258.00	\$4,608.45	\$2,120.99	\$1,997.49	\$30,000.00	
4642 Inventory Sales	\$20,446.37	\$24,170.48	\$31,688.34	\$33,324.31	\$36,913.81	\$29,308.66	\$42,000.00	
4643 Miscellaneous Revenue	\$2,780.64	\$6,153.26	\$917.00	\$315.27	\$924.13	\$2,218.06	\$300.00	
4644 Recycling	\$13.50	\$0.00	\$0.00	\$0.00	\$0.00	\$2.70	\$0.00	
4646 Insurance Claims	\$1,718.77	\$0.00	\$0.00	\$0.00	\$0.00	\$343.75	\$0.00	
4648 MercuryPay Deposits-Credit Card	-\$0.02	\$1,948.33	\$69.93	\$86.82	\$702.45	\$561.50	\$0.00	
4649 Animal Transport Reimbursement	\$464.42	\$0.00	\$144.42	\$14,878.92	\$0.00	\$3,097.55	\$0.00	
4651 Commission-Pop Machines	\$686.88	\$0.00	\$876.02	\$373.58	\$19.80	\$391.26	\$1,000.00	
4652 Panhandle Co Op Equity Payment	\$552.55	\$0.00	\$0.00	\$0.00	\$0.00	\$110.51	\$0.00	
4654 Photo Booth Income	\$0.00	\$0.00	\$1,699.90	\$1,585.34	\$850.47	\$827.14	\$1,300.00	
4655 Hurricane Simulator Income	\$0.00	\$0.00	\$0.00	\$0.00	\$405.91	\$81.18	\$600.00	
4656 Penny Machine Income	\$0.00	\$0.00	\$0.00	\$0.00	\$170.70	\$34.14	\$250.00	
4751 Stroller Rental	\$1,873.54	\$2,946.70	\$3,367.46	\$2,270.54	\$2,004.33	\$2,492.51	\$2,500.00	
4752 Telescopes	\$105.86	\$0.00	\$51.00	\$122.25	\$131.25	\$82.07	\$125.00	
4753 Feeders Revenue	\$6,045.06	\$226.57	\$6,485.36	\$6,947.29	\$16,718.84	\$7,284.62	\$15,000.00	
4755 Vending Revenue	\$2,655.53	\$7,808.98	\$6,641.07	\$5,122.55	\$5,095.32	\$5,464.69	\$4,000.00	
4757 Mechanical horse	\$0.00	\$0.00	\$70.00	\$358.25	\$338.75	\$153.40	\$350.00	
Total 4640 Other Types of Income	\$39,879.44	\$43,254.32	\$57,002.75	\$69,993.57	\$66,396.75	\$55,305.37	\$97,425.00	
4650 Cash Back	\$66.00	\$11.79	\$1,012.91	\$2.00	\$0.00	\$218.54	\$0.00	
4720 Admission Income	\$208.00	\$0.00	\$14,260.00	\$0.00	\$0.00	\$2,893.60	\$0.00	
4721 Adult Admission	\$51,153.44	\$60,292.37	\$73,114.44	\$67,924.67	\$65,229.15	\$63,542.81	\$75,000.00	
4721.1 4721.1 Adult Double Pass	\$0.00	\$0.00	\$225.00	\$285.00	\$90.00	\$120.00	\$150.00	

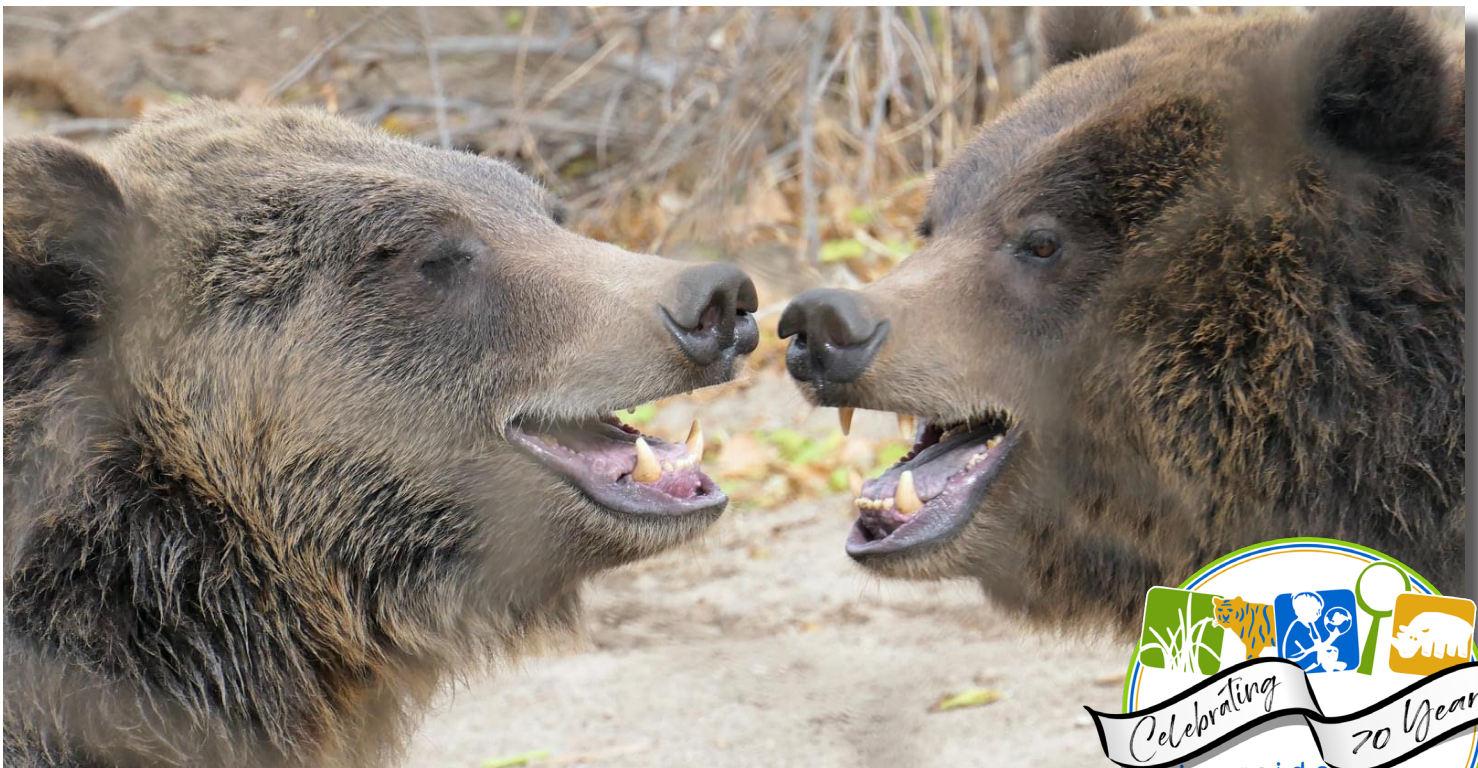
					9/14/2020		
	Oct 2015 - Sep 2016	Oct 2016 - Sep 2017	Oct 2017 - Sep 2018	Oct 2018 - Sep 2019	Oct 2019 - Sep 2020	5 Year Average	Oct 2020 - Sep 2021
Total 4721 Adult Admission	\$51,153.44	\$60,292.37	\$73,339.44	\$68,209.67	\$65,319.15	\$63,662.81	\$75,150.00
4722 Child Admission	\$15,446.27	\$20,160.04	\$27,681.97	\$22,463.58	\$20,836.35	\$21,317.64	\$23,000.00
4722.1 4722.1 Child Double Pass			\$96.00	\$80.00	\$56.00	\$77.33	\$80.00
Total 4722 Child Admission	\$15,446.27	\$20,160.04	\$27,777.97	\$22,543.58	\$20,892.35	\$21,364.04	\$23,080.00
4723 Toddler Admission	\$4,690.19	\$4,972.38	\$912.75	\$6,334.01	\$6,069.55	\$4,595.78	\$6,000.00
4725 Group Admission	\$8,904.36	\$14,230.15	\$16,185.19	\$15,507.05	\$4,783.00	\$11,921.95	\$15,000.00
4726 Senior Admission	\$4,808.85	\$5,649.20	\$7,978.19	\$7,837.53	\$4,847.80	\$6,224.31	\$7,000.00
Total 4720 Admission Income	\$85,211.11	\$105,304.14	\$140,453.54	\$120,431.84	\$101,911.85	\$110,662.50	\$126,230.00
4750 Rentals	\$56.00	\$0.00	\$1,940.00	\$0.00	\$0.00	\$399.20	\$0.00
4916 Birthday Parties	\$907.00	\$1,364.00	\$2,243.00	\$2,259.00	\$425.00	\$1,439.60	\$2,000.00
4921 Zoo rental	\$50.00	\$0.00	\$1,350.00	\$750.00	\$0.00	\$430.00	\$1,000.00
Total 4750 Rentals	\$1,013.00	\$1,364.00	\$5,533.00	\$3,009.00	\$425.00	\$2,268.80	\$3,000.00
4900 Special Events Income	\$1,928.00	\$215.75	\$0.00	\$2,674.00	\$0.00	\$963.55	
4901 Special Events Contributions	\$2,100.00	\$0.00	\$3,000.00	\$500.00	\$0.00	\$1,120.00	\$1,500.00
4904 Zoobilee Silent Auction	\$251.10	\$0.00	\$1,398.00	\$0.00	\$0.00	\$329.82	\$0.00
4906 Other Promotional Events	\$1,709.25	\$490.25	\$2,008.00	\$11,711.00	\$150.00	\$3,213.70	\$10,000.00
4908 Other Zoo Revenues	\$3,500.96	\$8,298.76	\$223.00	\$755.00	\$0.00	\$2,555.54	\$1,000.00
4910 Spooktacular	\$16,853.05	\$29,100.12	\$6,872.00	\$29,115.80	\$17,862.00	\$19,960.59	\$18,000.00
4910.5 Spaghetti Monster Dinner	\$0.00	\$0.00	\$60.00	\$1,385.00	\$1,300.00	\$549.00	\$0.00
Total 4910 Spooktacular	\$29,172.36	\$38,729.88	\$6,932.00	\$30,500.80	\$19,162.00	\$24,899.41	\$18,000.00
4912 Spooktacular Sponsorship	\$2,805.00	\$625.00	\$5,150.00	\$10,700.00	\$750.00	\$4,006.00	\$5,000.00
4918 Wild Lights Revenue	\$0.00	\$0.00	\$6,419.00	\$4,587.00	\$5,852.00	\$3,371.60	\$4,000.00
4918.1 Wild Lights Dinner Revenue	\$0.00	\$0.00	\$0.00	\$1,010.00	\$0.00	\$202.00	\$0.00
Total 4918 Wild Lights Revenue	\$0.00	\$0.00	\$0.00	\$5,597.00	\$5,852.00	\$2,289.80	\$4,000.00
Total 4900 Special Events Income	\$0.00	\$38,729.88	\$18,943.00	\$62,437.80	\$25,914.00	\$29,204.94	\$39,500.00
4907 Education	\$8,075.21	\$8,266.40	\$7,273.00	\$6,579.75	\$1,895.00	\$6,417.87	\$5,000.00
4907.01 Zoofari income	\$1,105.00	\$430.00	\$600.00	\$1,655.00	\$0.00	\$758.00	\$1,000.00
4911 Camps	\$495.00	\$45.50	\$1,650.00	\$1,490.00	\$180.00	\$772.10	\$250.00
4914 Other	\$25.50	\$0.00	\$168.00	\$65.00	\$0.00	\$51.70	\$50.00
4919 Gazebo Rental	\$25.00	\$61.60	\$232.00	\$0.00	\$0.00	\$63.72	\$0.00
Total 4907 Education	\$9,700.71	\$8,803.50	\$9,691.00	\$9,789.75	\$2,075.00	\$8,011.99	\$6,300.00
4922 Haunted Museum	\$11,855.34	\$3,795.50	\$12,953.74	\$0.00	\$0.00	\$5,720.92	\$0.00
Total Revenue	\$775,762.13	\$745,576.15	\$774,982.44	\$935,490.55	\$938,866.94	\$834,135.64	\$900,440.00
Cost of Goods Sold							
5070 Cost of Sales - Inventory Sales	\$10,898.05	\$14,433.42	\$10,604.98	\$14,165.58	\$17,123.16	\$13,445.04	\$18,000.00
5072 Concession Expenses	\$0.00	\$0.00	\$992.56	\$1,964.84	\$1,675.92	\$926.66	\$10,000.00
5073 Feeder Expense	\$0.00	\$0.00	\$0.00	\$326.50	\$0.00	\$65.30	\$0.00
5075 Vending supplies	\$1,298.24	\$0.00	\$1,674.16	\$904.35	\$486.83	\$872.72	\$0.00
Total 5070 Cost of Sales - Inventory Sales	\$12,196.29	\$14,433.42	\$13,271.70	\$17,361.27	\$19,285.91	\$15,309.72	\$28,000.00
Gross Profit	\$763,565.84	\$731,142.73	\$761,710.74	\$918,129.28	\$919,581.03	\$818,825.92	\$872,440.00
Expenditures							
6090 Animal Expenses	\$221.13	\$1,252.59	\$0.00	\$0.00	\$0.00	\$294.74	\$0.00
6091 Animal Supplies	\$3,377.76	\$1,164.56	\$3,241.81	\$2,342.42	\$2,409.48	\$2,507.21	\$2,500.00
6095 Animal Diet	\$43,529.69	\$51,664.20	\$39,103.79	\$154.18	\$94.67	\$26,909.31	\$250.00
6095.1 6095.1 Animal Food-Grains	\$0.00	\$0.00	\$4,383.51	\$13,494.12	\$17,889.65	\$7,153.46	\$18,000.00
6095.2 6095.2 Animal Food-Meat	\$0.00	\$0.00	\$7,730.73	\$12,144.65	\$13,708.80	\$6,716.84	\$14,000.00
6095.3 6095.3 Animal Food-Vegetables	\$0.00	\$0.00	\$2,874.30	\$21,954.85	\$29,324.85	\$10,830.80	\$30,000.00
6095.4 Insects	\$0.00	\$0.00	\$130.08	\$1,226.89	\$1,530.92	\$577.58	\$1,500.00
Total 6095 Animal Diet	\$0.00	\$51,664.20	\$54,222.41	\$48,974.69	\$62,548.89	\$43,482.04	\$63,750.00
6100 Animal Care	\$11,428.15	\$19,836.94	\$10,105.38	\$138.51	\$168.86	\$8,335.57	\$0.00
6101 Outside Veterinary Care	\$4,339.48	\$0.00	\$2,247.71	\$5,031.29	\$1,368.33	\$2,597.36	\$1,500.00
6105 Animal Transportation	\$0.00	\$620.31	\$787.00	\$26,427.98	\$0.00	\$5,567.06	\$4,000.00
6110 Veterinary supplies	\$0.00	\$1,919.78	\$3,712.85	\$561.19	\$0.00	\$1,238.76	\$4,000.00
6111 6111 Animal Medicine	\$0.00	\$0.00	\$3,791.59	\$7,119.64	\$10,299.43	\$4,242.13	\$6,000.00
Total 6110 Veterinary supplies	\$0.00	\$1,919.78	\$7,504.44	\$7,680.83	\$10,299.43	\$5,480.90	\$10,000.00
6112 Keeper Supplies	\$2,214.41	\$4,902.53	\$1,494.12	\$1,495.73	\$2,864.28	\$2,594.21	\$2,500.00
Total 6090 Animal Expenses	\$65,110.62	\$81,360.91	\$79,602.87	\$92,091.45	\$79,659.27	\$79,565.02	\$76,250.00
6210 Contract Services	\$4,410.00	\$5,570.00	\$6,000.00	\$12,000.00	\$16,550.00	\$8,906.00	\$16,900.00

					9/14/2020		
	Oct 2015 - Sep 2016	Oct 2016 - Sep 2017	Oct 2017 - Sep 2018	Oct 2018 - Sep 2019	Oct 2019 - Sep 2020	5 Year Average	Oct 2020 - Sep 2021
6211 Accounting Fees	\$1,350.00	\$20,045.86	\$16,265.00	\$8,150.00	\$6,950.00	\$10,552.17	\$7,000.00
6214 Legal Fees	\$590.00	\$59.00	\$1,116.10	\$1,598.00	\$0.00	\$672.62	\$1,500.00
6215 Outside Contract Services	\$9,205.00	\$0.00	\$10,000.00	\$0.00	\$0.00	\$3,841.00	\$0.00
<b>Total 6210 Contract Services</b>	<b>\$15,555.00</b>	<b>\$25,674.86</b>	<b>\$33,381.10</b>	<b>\$21,748.00</b>	<b>\$23,500.00</b>	<b>\$23,971.79</b>	<b>\$25,400.00</b>
6280 Facilities and Equipment	\$96.58	\$3,820.12	\$2,344.11	\$285.66	\$163.76	\$1,342.05	\$1,500.00
6281 Depr and Amort - Zoo	\$118,391.26	\$126,315.64	\$125,511.61	\$117,949.47	\$122,000.00	\$122,033.60	
6285 Depr and Amort - CU	\$0.00	\$550.00	\$0.00	\$0.00	\$0.00	\$110.00	\$0.00
6295 Equip Rental and Maintenance	\$2,201.06	\$2,187.53	\$590.84	\$135.76	\$0.00	\$1,023.04	\$500.00
6300 Janitorial Supplies	\$2,034.27	\$908.17	\$4,764.24	\$1,861.97	\$4,790.74	\$2,871.88	\$4,800.00
6301 Keeper Supplies	\$162.99	\$959.22	\$1,036.39	\$1,090.43	\$0.00	\$649.81	\$0.00
6302 Garbage/Landfill	\$0.00	\$141.15	\$15.00	\$0.00	\$55.00	\$42.23	\$150.00
6310 Building maintenance	\$8,022.96	\$3,758.40	\$2,164.86	\$1,252.41	\$8,300.18	\$4,699.76	\$1,500.00
6315 Electrical maintenance	\$326.31	\$0.00	\$424.14	\$614.77	\$126.61	\$298.37	\$500.00
6320 Vehicle maintenance	\$5,764.30	\$1,658.57	\$2,291.79	\$5,567.37	\$4,500.29	\$3,956.46	\$4,500.00
6322 Shop Supplies	\$2,197.12	\$2,961.35	\$1,282.51	\$1,642.23	\$1,150.05	\$1,846.65	\$1,200.00
6325 Grounds maintenance	\$6,483.99	\$4,169.37	\$3,435.62	\$5,319.85	\$9,246.99	\$5,731.16	\$2,000.00
6330 Exhibit maintenance-Zoo	\$2,679.93	\$3,632.55	\$4,774.01	\$2,286.38	\$5,404.09	\$3,755.39	\$2,200.00
6331 Chimp exhibit	\$1,222.15	\$3,315.42	\$1,551.63	\$1,089.61	\$0.00	\$1,435.76	\$0.00
6333 Tiger Exhibit	\$902.59	\$178.63	\$1,388.27	\$0.00	\$161.86	\$526.27	\$0.00
6334 Slither Inn	\$7.63	\$0.00	\$0.00	\$266.52	\$0.00	\$54.83	\$0.00
6339 Splashpad Maintenance	\$179.27	\$3,194.41	\$356.60	\$1,142.85	\$0.00	\$974.63	\$1,000.00
6341 Playground Maintenance	\$340.47	\$0.00	\$41.49	\$67.49	\$0.00	\$89.89	\$300.00
<b>Total 6330 Exhibit maintenance-Zoo</b>	<b>\$4,749.04</b>	<b>\$10,321.01</b>	<b>\$8,112.00</b>	<b>\$4,852.85</b>	<b>\$5,565.95</b>	<b>\$6,720.17</b>	<b>\$3,500.00</b>
6345 IT maintenance	\$3,621.36	\$4,323.03	\$2,711.21	\$2,327.20	\$2,643.44	\$3,125.25	\$2,700.00
6346 Equipment Purchase	\$0.00	\$0.00	\$399.00	\$0.00	\$0.00	\$79.80	\$1,000.00
<b>Total 6345 IT maintenance</b>	<b>\$3,621.36</b>	<b>\$4,323.03</b>	<b>\$3,110.21</b>	<b>\$2,327.20</b>	<b>\$2,643.44</b>	<b>\$3,205.05</b>	<b>\$3,700.00</b>
6350 Electricity							
6351 Aviary	\$571.31	\$662.51	\$735.20	\$713.83	\$964.16	\$729.40	\$730.00
6352 Moose shelter	\$1,015.58	\$2,327.18	\$3,194.24	\$2,717.51	\$2,453.24	\$2,341.55	\$2,300.00
6353 Hospital	\$3,147.40	\$1,562.65	\$2,463.29	\$2,189.61	\$1,208.87	\$2,114.36	\$1,400.00
6354 Chimp building	\$5,679.42	\$5,034.91	\$6,678.56	\$3,146.26	\$3,653.51	\$4,838.53	\$3,700.00
6356 Zebra Shelter - New Bear Exhibit	\$3,200.07	\$2,992.48	\$3,990.03	\$3,290.70	\$1,909.21	\$3,076.50	\$3,000.00
6357 Lions Cage	\$1,863.13	\$2,176.75	\$1,954.31	\$2,652.34	\$1,696.64	\$2,068.63	\$2,000.00
6358 Primate Cages	\$5,109.85	\$4,666.42	\$5,129.58	\$4,608.82	\$3,575.86	\$4,618.11	\$4,000.00
6359 Entrance Building	\$4,774.96	\$5,398.58	\$5,259.99	\$4,334.04	\$4,222.62	\$4,798.04	\$4,250.00
6361 Keeper's Center	\$13,784.72	\$13,868.26	\$14,662.26	\$9,126.14	\$9,622.06	\$12,212.69	\$9,700.00
6363 Slither Inn	\$1,647.39	\$1,718.51	\$2,679.15	\$1,982.80	\$1,911.53	\$1,987.88	\$1,950.00
6366 Slither Inn 2	\$1,130.25	\$1,141.28	\$1,432.00	\$1,489.63	\$1,313.40	\$1,301.31	\$1,400.00
6367 Bison Shelter	\$3,024.28	\$2,791.46	\$3,952.26	\$3,565.79	\$3,097.69	\$3,286.30	\$3,200.00
<b>Total 6350 Electricity</b>	<b>\$44,948.36</b>	<b>\$44,340.99</b>	<b>\$52,130.87</b>	<b>\$39,817.47</b>	<b>\$35,628.79</b>	<b>\$43,373.30</b>	<b>\$37,630.00</b>
6355 Heating Fuel	\$0.00	\$167.11	\$4,244.21	\$0.00	\$0.00	\$882.26	\$0.00
6368 Chimp Building	\$3,107.30	\$1,993.88	\$1,662.95	\$2,657.38	\$2,969.70	\$2,478.24	\$3,000.00
6369 Ed Lab	\$1,010.48	\$690.55	\$661.69	\$1,391.59	\$1,197.51	\$990.36	\$1,200.00
6370 Cats Area	\$533.55	\$403.47	\$539.61	\$734.43	\$836.45	\$609.50	\$850.00
6371 Hospital	\$0.00	\$919.42	\$739.90	\$1,870.83	\$1,854.93	\$1,077.02	\$1,875.00
<b>Total 6355 Heating Fuel</b>	<b>\$4,651.33</b>	<b>\$4,174.43</b>	<b>\$7,848.36</b>	<b>\$6,654.23</b>	<b>\$6,858.59</b>	<b>\$6,037.39</b>	<b>\$6,925.00</b>
6360 Taxes and Licenses	\$3,052.83	\$1,365.43	\$1,370.31	\$1,546.19	\$147.63	\$1,496.48	\$1,500.00
6362 Water Utility	\$12,982.32	\$16,109.24	\$15,709.14	\$17,148.50	\$15,935.99	\$15,577.04	\$16,000.00
6365 Signage	\$401.60	\$897.84	\$1,188.26	\$335.94	\$0.00	\$564.73	\$2,500.00
<b>Total 6280 Facilities and Equipment</b>	<b>\$220,670.68</b>	<b>\$228,961.49</b>	<b>\$233,330.26</b>	<b>\$208,402.30</b>	<b>\$217,114.01</b>	<b>\$221,695.75</b>	<b>\$90,305.00</b>
6500 Operations	\$0.00	\$53.45	\$559.00	\$21,228.78	\$559.60	\$4,480.17	\$600.00
6501 Books, Subscriptions, Reference	\$544.00	\$117.00	\$1,183.92	\$3,202.59	\$3,451.74	\$1,699.85	\$3,500.00
6502 6502 Conservation Donations	\$481.60	\$0.00	\$730.00	\$0.00	\$393.00	\$320.92	\$750.00
6505 Postage, Mailing Service	\$706.80	\$189.07	\$795.79	\$1,207.37	\$2,676.30	\$1,115.07	\$2,000.00
6510 Telephone, Telecommunications	\$3,943.48	\$4,114.66	\$4,370.49	\$1,691.41	\$894.66	\$3,002.94	\$960.00
6515 Printing and Copying	\$347.47	\$0.00	\$196.25	\$222.85	\$188.56	\$191.03	\$250.00
6520 Supplies	\$3,064.67	\$2,607.63	\$423.00	\$138.15	\$545.18	\$1,355.73	\$800.00
6525 Merchant Fees	\$3,121.92	\$5,957.44	\$7,008.55	\$6,257.92	\$5,167.84	\$5,502.73	\$6,000.00

						9/14/2020		
	Oct 2015 - Sep 2016	Oct 2016 - Sep 2017	Oct 2017 - Sep 2018	Oct 2018 - Sep 2019	Oct 2019 - Sep 2020	5 Year Average	Oct 2020 - Sep 2021	
6530 Licenses & Fees	\$194.94	\$2,069.00	\$0.00	\$320.50	\$731.00	\$663.09	\$500.00	
6535 Over/Short on Daily Deposits	\$0.62	-\$12.40	-\$22.00	\$0.00	\$76.00	\$8.44	\$100.00	
6540 Gas & Oil	\$2,108.78	\$1,701.79	\$2,422.16	\$2,287.09	\$2,137.49	\$2,131.46	\$2,200.00	
6541 Safety Equipment	\$3,363.01	\$326.00	\$594.00	\$367.16	\$1,036.17	\$1,137.27	\$600.00	
6542 Office Supplies	\$1,981.09	\$3,051.65	\$1,703.31	\$335.55	\$460.35	\$1,506.39	\$500.00	
6545 Pest Control	\$2,701.60	\$2,200.00	\$2,640.00	\$2,640.00	\$2,640.00	\$2,564.32	\$2,640.00	
6546 RDC Membership Expense	\$1,248.80	\$910.00	\$1,918.68	\$719.04	\$780.62	\$1,115.43	\$780.00	
6550 Education supplies	\$138.07	\$1,004.62	\$1.69	\$16.32	\$2.97	\$232.73	\$250.00	
<b>Total 6500 Operations</b>	<b>\$23,946.85</b>	<b>\$24,289.91</b>	<b>\$24,524.84</b>	<b>\$40,634.73</b>	<b>\$21,741.48</b>	<b>\$27,027.56</b>	<b>\$22,430.00</b>	
6512 Personal Phone Usage	\$360.00	\$0.00	\$0.00	\$0.00	\$0.00	\$72.00	\$0.00	
6521 Insurance	\$3,518.00	\$10,314.80	\$16,311.04	\$0.00	\$0.00	\$6,028.77	\$0.00	
6522 Property	\$33,370.00	\$30,627.04	\$16,958.00	\$19,447.27	\$19,809.58	\$24,042.38	\$21,100.00	
6524 Liability	\$0.00	\$16,983.90	\$1,242.00	\$12,426.00	\$12,314.27	\$8,593.23	\$14,011.13	
6526 Other	\$2,362.00	\$1,270.30	\$0.00	\$1,242.00	\$1,242.00	\$1,223.26	\$1,636.87	
<b>Total 6521 Insurance</b>	<b>\$39,250.00</b>	<b>\$59,196.04</b>	<b>\$34,511.04</b>	<b>\$33,115.27</b>	<b>\$33,365.85</b>	<b>\$39,887.64</b>	<b>\$36,748.00</b>	
6600 Payroll Expenses								
6601 Administration salaries	\$78,938.75	\$66,311.97	\$65,995.35	\$0.00	\$0.00	\$42,249.21	\$0.00	
6602 Gift shop	\$27,048.36	\$35,202.07	\$33,934.06	\$0.00	\$0.00	\$19,236.90	\$0.00	
6605 Zoo keepers	\$28,530.82	\$155,601.25	\$117,041.17	\$0.00	\$0.00	\$60,234.65	\$0.00	
6610 Grounds keepers	\$166,944.56	\$64,303.48	\$52,949.35	\$0.00	\$0.00	\$56,839.48	\$0.00	
6651 Holiday Pay (Regular Time)	\$16,156.89	\$1,707.36	\$3,531.38	\$0.00	\$0.00	\$4,279.13	\$0.00	
6653 Overtime	\$41,882.14	\$21,282.41	\$8,155.72	\$0.00	\$0.00	\$14,264.05	\$0.00	
6654 PTO	\$1,158.32	\$8,210.59	\$9,286.53	\$0.00	\$0.00	\$3,731.09	\$0.00	
6656 Worked Holiday	\$27,984.06	\$0.00	\$1,094.45	\$0.00	\$0.00	\$5,815.70	\$0.00	
6657 Supplemental Insurance-Pre Tax	\$13,616.24	\$4,360.03	\$51.14	\$0.00	\$0.00	\$3,605.48	\$0.00	
6665 FICA expense	\$0.00	\$0.00	\$12,248.12	\$0.00	\$0.00	\$2,449.62	\$0.00	
6670 Medicare expense	\$1,975.50	\$22,364.70	\$2,864.48	\$0.00	\$0.00	\$5,440.94	\$0.00	
6675 Workers compensation	\$0.00	\$5,230.46	\$28,169.00	\$31,035.00	\$28,934.00	\$18,673.69	\$20,478.00	
6680 Unemployment taxes	\$24,970.48	\$9,658.80	\$1,283.01	-\$0.01	\$0.00	\$7,182.46	\$0.00	
6685 Uniforms and clothing	\$5,868.10	\$714.34	\$1,150.24	\$448.10	\$1,830.00	\$2,002.16	\$1,500.00	
6690 Payroll Taxes	\$22,702.00	\$1,170.50	\$14,413.10	\$24,443.61	\$0.00	\$12,545.84	\$0.00	
6695 Wages	\$2,638.74	\$0.00	\$87,906.32	\$366,363.85	\$384,062.43	\$168,194.27	\$393,000.00	
Taxes	\$1,531.19	\$0.00	\$0.00	\$4,495.16	\$30,414.55	\$7,288.18	\$31,600.00	
<b>Total 6600 Payroll Expenses</b>	<b>\$461,946.15</b>	<b>\$396,117.96</b>	<b>\$440,073.42</b>	<b>\$426,785.71</b>	<b>\$445,240.98</b>	<b>\$434,032.84</b>	<b>\$446,578.00</b>	
6608 Haunted Museum Payroll	\$0.00	\$4,900.00	\$5,850.00	\$0.00	\$0.00	\$2,150.00	\$0.00	
6700 Other Expenses	\$1,610.03	\$3,500.75	\$758.00	\$702.61	\$0.00	\$1,314.28	\$0.00	
6701 Advertising Expenses	\$2,129.12	\$2,462.23	\$3,489.07	\$3,138.26	\$2,202.93	\$2,684.32	\$2,500.00	
6707 Spooktacular	\$1,697.98	\$592.94	\$1,659.00	\$0.00	\$1,000.00	\$989.98	\$500.00	
6708 Other Special Event	\$41.58	\$29.99	\$129.50	\$738.43	\$962.40	\$380.38	\$500.00	
6709 Tourism	\$0.00	\$0.00	\$0.00	\$1,501.06	\$1,226.00	\$545.41	\$10,459.00	
<b>Total 6701 Advertising Expenses</b>	<b>\$3,868.68</b>	<b>\$3,085.16</b>	<b>\$5,277.57</b>	<b>\$5,377.75</b>	<b>\$5,391.33</b>	<b>\$4,600.10</b>	<b>\$13,959.00</b>	
6710 Interest Expense	\$534.96	\$2,542.37	\$3,968.31	\$4,663.91	\$9,139.20	\$4,169.75	\$7,120.00	
6712 Charitable Gaming Tax Expense	\$52.18	\$25.10	\$0.00	\$0.00	\$0.00	\$15.46	\$0.00	
6713 Photo Booth Expense	\$0.00	\$0.00	\$725.75	\$196.79	\$78.79	\$200.27	\$0.00	
6714 Hurricane Simulator Expense	\$0.00	\$0.00	\$0.00	\$0.00	-\$1.00	-\$0.20	\$0.00	
6715 Memberships and Dues	\$10,029.21	\$10,456.00	\$3,971.00	\$3,134.00	\$3,443.00	\$6,206.64	\$3,400.00	
6720 Miscellaneous expenses	\$577.47	\$879.64	\$548.30	\$74.80	\$373.15	\$490.67	\$400.00	
6724 Staff Miscellaneous Expenses	\$500.00	\$3,472.35	\$5,775.62	\$529.99	\$663.00	\$2,188.19	\$650.00	
6725 Staff Development	\$927.37	\$610.00	\$250.00	\$702.55	\$0.00	\$497.98	\$1,500.00	
6726 Staff Medical Expenses	\$511.00	\$665.65	\$46.17	\$299.41	\$1,133.90	\$531.23	\$1,000.00	
6727 Meals and food	\$597.34	\$958.45	\$785.52	\$344.42	\$323.18	\$601.78	\$500.00	
6728 Wildlife World Expenses	\$0.00	\$0.00	\$125.00	\$0.00	\$0.00	\$25.00	\$0.00	
<b>Total 6700 Other Expenses</b>	<b>\$19,208.24</b>	<b>\$26,195.47</b>	<b>\$22,231.24</b>	<b>\$16,026.23</b>	<b>\$20,544.55</b>	<b>\$20,841.15</b>	<b>\$28,529.00</b>	
6702 Educational Expense	\$88.67	\$552.14	\$0.00	\$10.74	\$6.45	\$131.60	\$250.00	
6703 Camp Expenses	\$172.58	\$0.00	\$0.00	\$0.00	\$0.00	\$34.52	\$250.00	
6711 Zoofari	\$200.08	\$171.00	\$189.00	\$1.00	\$0.00	\$112.22	\$250.00	
<b>Total 6702 Educational Expense</b>	<b>\$461.33</b>	<b>\$723.14</b>	<b>\$189.00</b>	<b>\$11.74</b>	<b>\$6.45</b>	<b>\$278.33</b>	<b>\$750.00</b>	
6906 Zoobilee Trip raffle	\$1,000.00	\$0.00	\$0.00	\$0.00	\$0.00	\$200.00	\$0.00	



					9/14/2020		
	Oct 2015 - Sep 2016	Oct 2016 - Sep 2017	Oct 2017 - Sep 2018	Oct 2018 - Sep 2019	Oct 2019 - Sep 2020	5 Year Average	Oct 2020 - Sep 2021
6717 Penny Machine Expense	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
6910 Travel and Meetings	\$0.00	\$1,945.58	\$3,516.31	\$0.00	\$0.00	\$1,092.38	\$0.00
6901 Conference, Convention, Meeting	\$969.95	\$2,175.00	\$995.50	\$1,498.07	\$0.00	\$1,127.70	\$1,500.00
6905 Travel	\$0.00	\$977.76	\$102.92	\$1,082.77	\$286.44	\$489.98	\$1,500.00
Total 6910 Travel and Meetings	<b>\$969.95</b>	<b>\$5,098.34</b>	<b>\$4,614.73</b>	<b>\$2,580.84</b>	<b>\$286.44</b>	<b>\$2,710.06</b>	<b>\$3,000.00</b>
7100 Special events expenses	\$1,513.73	\$1,092.06	\$853.56	\$89.24	\$0.00	\$709.72	\$0.00
7105 Special event-Spooktacular	\$5,226.93	\$2,698.53	\$841.20	\$2,902.71	\$3,570.27	\$3,047.93	\$3,000.00
7110 Special event-Camps	\$0.00	\$1,026.99	\$0.00	\$22.88	\$0.00	\$209.97	\$0.00
7115 Special Events - other	\$258.31	\$4,650.07	\$767.53	\$3,871.92	\$19.61	\$1,913.49	\$2,500.00
7118 Wild Lights	\$127.01	<b>\$0.00</b>	\$0.00	\$371.52	\$407.23	\$181.15	\$500.00
Total 7100 Special events expenses	<b>\$7,125.98</b>	<b>\$9,467.65</b>	<b>\$2,462.29</b>	<b>\$7,258.27</b>	<b>\$3,997.11</b>	<b>\$6,062.26</b>	<b>\$6,000.00</b>
7200 Investment Expenses	\$925.55	\$400.00	\$300.00	\$100.00	\$0.00	\$345.11	\$0.00
7500 Grant Expenses	\$0.00	\$0.00	\$99.00	<b>\$0.00</b>	<b>\$0.00</b>	\$19.80	\$0.00
9999 Suspense	\$0.00	\$0.00	\$0.00	<b>\$0.00</b>	<b>\$0.00</b>	\$0.00	\$0.00
Total Expenditures	<b>\$856,530.35</b>	<b>\$862,385.77</b>	<b>\$881,169.79</b>	<b>\$848,754.54</b>	<b>\$723,456.14</b>	<b>\$834,459.32</b>	<b>\$724,549.00</b>
Net Operating Revenue	<b>-\$92,964.51</b>	<b>-\$131,243.04</b>	<b>-\$119,459.05</b>	<b>\$69,374.74</b>	<b>\$206,922.89</b>	<b>-\$13,473.79</b>	<b>\$147,891.00</b>
Other Expenditures	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
8010 Capital Purchases	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$75,000.00
8012 Architecture Design Fees	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$15,000.00
8030 Landscaping	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
8040 Exhibits expense	\$0.00	\$0.00	\$0.00	\$0.00	\$2,495.00	\$499.00	\$36,000.00
8042 Tiger Exhibit	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
8044 Chimp Exhibit	<b>\$0.00</b>	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$500.00
2725 Loan Principal Payment							\$20,000.00
Assets & Major Repairs							\$15,000.00
Total 8040 Exhibits expense	\$0.00	<b>\$0.00</b>	<b>\$0.00</b>	<b>\$0.00</b>	<b>\$2,495.00</b>	\$499.00	\$161,500.00
Total 8010 Capital Purchases	\$0.00	<b>\$0.00</b>	<b>\$0.00</b>	<b>\$0.00</b>	<b>\$2,495.00</b>	\$499.00	\$161,500.00
Total Other Expenditures	<b>\$0.00</b>	<b>\$0.00</b>	<b>\$0.00</b>	<b>\$0.00</b>	<b>\$2,495.00</b>	\$499.00	\$161,500.00
Net Other Revenue	<b>\$0.00</b>	<b>\$0.00</b>	<b>\$0.00</b>	<b>\$0.00</b>	<b>-\$2,495.00</b>	<b>-\$499.00</b>	<b>-\$161,500.00</b>
Net Revenue	<b>-\$92,964.51</b>	<b>-\$131,243.04</b>	<b>-\$119,459.05</b>	<b>\$69,374.74</b>	<b>\$204,427.89</b>	<b>-\$13,972.79</b>	<b>-\$13,609.00</b>





# **City of Scottsbluff, Nebraska**

**Monday, December 21, 2020**

**Regular Meeting**

## **Item Bids1**

**Council to discuss and consider action on awarding the bid for the Two, New One-Ton Trucks to Team Chevrolet (truck) for \$28,488 per truck and Aulicks (flatbed) for \$10,573 per flatbed for a total of 78,122.**

**Staff Contact: Mark Bohl, Public Works Director**



ATTENTION ALL USERS: When using Order Workbench (OWB), please DO NOT disable pop-up windows functionality. OWB uses pop-up windows to display business critical alerts, confirmations and warning messages while in transactions. For assistance, contact the OWB Help Desk at 1-888-337-1010.

jvm004 Logout

ORDER WORKBENCH Order Vehicles

PLAN & FORECAST ORDER VEHICLES MANAGE INVENTORY LOCATE VEHICLES DELIVER VEHICLES REPORTS & TOOLS

## Configure a New Vehicle:View Summary



Choose Model

Choose Options

Customer/Other Info

View Summary

## RELATED LINKS

Review the vehicle configuration information in order to ensure that it is correct. If you need to make a change click "Back" to return to the Configure and Submit Request for Order: Customer/Other Info screen. Click "Submit Request for Order" to submit this configuration as a request for order. Click "Save as Stored Configurations" in order to store this configuration. Click "Submit Order Changes" to apply order changes, if page accessed from Change Single order path. Click "Cancel" to cancel the entire configuration.

Note: A submitted request for order is at Event Code 1000 (Order Request Added).

- Return to Order Vehicles Page
- Configure a New Vehicle
- View My Allocation and Constraints
- View Stored Configurations
- View My Request for Order List
- US On-Line Order/Reference Guide

## GM Business Associate Information

Detail View with prices



Charge-to BAC: 130575 Charge-to BFC: 1  
 Ship-to BAC: 130575 Ship-to BFC: 1  
 Contact Name: DAN:  
 Phone #: Stock No:

## Model Information

Model Year: 2021 Distrib.Entity: FLT Fleet Order Type:FBC-Fleet Political  
 Division: CHEVROLET TRUCK Allocation Group: CHDREG Subdivision  
 Model: CC31403 - 3500HD Silverado: 2WD, Reg Chassis-Cab

MSRP: †: \$36,825.00 MSRP: w/DFC †: \$38,420.00  
 VQ2: †: \$33,673.20 VQ2: w/DFC †: \$35,268.20

## Fleet Information

Primary FAN: 000803410 End-User FAN:  
 Bid Number: Bid Item #:  
 PO Number:

## Configuration Information

PEG: 1WT  
 Primary Color: GAZ - Summit White  
 Engine: L8T - Engine, 6.6L V8  
 Transmission: MYD - Transmission, 6-speed automatic, heavy-duty  
 Trim: H1T - Jet Black, Cloth seat trim  
 Emissions: FE9 - Emissions, Federal requirements  
 Requested TPW:

Options: 8S3, 9J4, AE7, AQQ, AU3, BG9, DBG, F60, FE9, G80, G9Y, GT4, IOR, K34, K47, K4B, KC4, KNP, KW5, L8T, MYD, N2N, P03, PYW, QQQ, U01, V76, VK3, YK6, ZLQ, ZW9

	MSRP	VQ2
8S3 : Back-up alarm, 97 decibels.	\$45.00	\$39.60
9J4 : Bumper: Rear Delete		
AE7 : Seats, front 40/20/40 split-bench		
AQQ : Remote Keyless Entry, with 2 transmitters		
AU3 : Door locks, power		
BG9 : Floor covering, rubberized-vinyl		
DBG : Mirrors, outside power-adjustable vertical trailing		
F60 : Heavy Duty Front Spring Package	\$45.00	\$39.60
FE9 : Emissions, Federal requirements		

G80 : Auto-locking rear differential  
 GVWR, 14,000 lbs. (6350 kg)

GT4 : Rear axle, 3.73 ratio

IOR : Audio system, Chevrolet Infotainment 3 system, 7" diagonal color touchscreen, AM/FM stereo.

K34 : Cruise control, electronic

K47 : Air filter, heavy-duty

K4B : Battery, auxiliary, 730 cold-cranking amps/70 Amp-hr

\$135.00 \$118.80

KC4 : Cooling, external engine oil cooler

KNP : Cooling, auxiliary external transmission oil cooler

KW5 : Alternator, 220 amps

\$150.00 \$132.00

L8T : Engine, 6.6L V8

MYD : Transmission, 6-speed automatic, heavy-duty

N2N : Fuel tank, front and rear, 63.5 gallon

P03 : Wheel trim, painted center caps

PYW : Wheels, 17" (43.2 cm) painted steel

QQO : Tires, LT235/80R17E all-season highway, blackwall

U01 : Lamps, Smoked Amber roof marker, (LED)

V76 : Recovery hooks, front, frame-mounted, Black

VK3 : License plate kit, front

YK6 : SEO Processing Option

ZLQ : WT Fleet Convenience Package

\$1,250.00 \$1,100.00

ZW9 : Body, Chassis Cab

► Save In Stored Configurations

† North American Order Workbench is intended solely for business use by GM Dealers. Pricing shown is for illustration purposes only. Refer to [GMPricing.com](http://GMPricing.com) for official GM Price schedules. GM pricing is subject to change by GM at anytime, without notice. The GSA Price Level is for GM use only.

Order Workbench: [FAQs](#) [Site Map](#)

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City of Scottsbluff  
Attention Mike Loutzenhiser  
1105 3rd avenue  
Scottsbluff NE 69361

Team Chevrolet is submitting a bid for a 2021 Chevrolet 3500HD  
This truck will meet the specifications has presented by the city of Scottsbluff  
I have also included a bid from Aulick Industries for the cost of the hydraulic flat bed  
2021 Chevrolet Silverado reg cab 3500HD

MSRP	<u>\$38,420</u>
Team Discount	<u>                    </u>
Bid Assistance	<u>                    </u>
Best Price	<u>\$28,488</u>
	<u>                    </u>
flat bed by Aulicks	<u>\$10,573</u>

**Bid Price** \$39,061 For each Unit

If the bid is not accepted within 90 Days the pricing is subject to change.

Delivery: 90-120 days after confirmation of bid

Must have Valid GMIN number to qualify

Warranty Information

3 year or 36000 mile bumper to bumper factory warranty

5 year 60000 mile factory powertrain warranty

Bid per order

# **City of Scottsbluff, Nebraska**

**Monday, December 21, 2020**

**Regular Meeting**

## **Item Subdiv.1**

**Council to discuss and consider action on a preliminary and final plat of Lots 1 & 2 Imperial Acres Addition and approve the Resolution.**

**Staff Contact: Rick Kuckkahn, Interim City Manager**

## Agenda Statement

Item No.

For Meeting of: December 21, 2020.

**AGENDA TITLE:** Preliminary Plat and Final Plat of Lots 1 & 2 Imperial Acres Addition.

**SUBMITTED BY DEPARTMENT/ORGANIZATION:** Development Services Department.

**PRESENTATION BY:** Rick Kuckkahn

**SUMMARY EXPLANATION:** The applicant, Ian Connelly wishes to Preliminary and Final Plat of Lots 1 & 2, Imperial Acres Addition. Lot 2 is currently located at 1401 14<sup>th</sup> Avenue, it is zoned as R1A (Single Family Residential). The surrounding neighborhood lots are also R1A zoning district. Lot 2 does meet the performance guidelines for an R1A zone, it has 9068 square feet, the minimum requirement is 5500 square feet.

Lot 1 has the remaining 20, 349 square feet and it too is zoned as R1A and it meets the performance requirements of an R1A zone.

Both lots have access to water and sewer and have the required street frontage.

Ian Connelly will sell Lot 2 and he has plans for Lot 1 in the future use.

**BOARD/COMMISSION RECOMMENDATION:** The Planning Commission made a positive recommendation to approve the Preliminary Plat and Final Plat for Lots 1 & 2 , Imperial Acres Addition, a replat of the west 140 feet of the north 210 feet of Tract 11, Imperial Acres Addition, City of Scottsbluff, Scotts Bluff County , Nebraska.

**STAFF RECOMMENDATION:** The Staff of Development Services make a positive recommendation to approve the Preliminary and Final Plat of Lot 1 & 2, Imperial Acres Addition, a replat of the west 140 feet of the north 210 feet of tract 11, Imperial Acres Addition, City of Scottsbluff, Scotts Bluff County, Nebraska.

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### EXHIBITS

Resolution ☒

Ordinance ☐

Contract ☐

Minutes ☐

Plan/Map ☐

Rev: 11/15/12 City Clerk

PLANNING COMMISSION MINUTES  
REGULAR SCHEDULED MEETING  
DECEMBER 15, 2020  
SCOTTSBLUFF, NEBRASKA

The Planning Commission of the City of Scottsbluff met in regular scheduled meeting on Monday, December 14, 2020, at 6:00 PM in the Scottsbluff City Council Chambers at 2525 Circle Drive, Scottsbluff, Nebraska. A notice of the meeting has been published in the Star-Herald, a newspaper of general circulation in the City, on December 4, 2020. The notice 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 should contact the Development Services office. 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 notice, along with a copy of the agenda, had been delivered to each Planning Commission member.

1. Chairman Dana Weber called the meeting to order. Roll call consisted of the following members.

Linda Redfern (Alternate), Becky Estrada, Mark Westphal, Angie Aguillo, Dana Weber.

Absent: Anita Chadwick, Jim Zitterkopf, Callan Wayman, Henry Huber, Dave Gompert.

City Officials present: Gary Batt (Secretary for the Planning Commission), Anthony Murphy City Fire Marshal, Zackary

2. Chairman Weber informed all those present of the Nebraska Open Meetings Act and that a copy was located on the south wall of the Council Chamber.

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

4. Buisness not on the agenda: None.

5. Citizens with items not on the agenda: None.

6. The minutes from the November 9, 2020 meeting were reviewed. Conclusion, a motion was made by Redfern and seconded by Aguillo to approve to minutes from the November 9, 2020. "Yeas"; Redfern, Estrada, Westphal, Aguillo, Weber. "Nays"; None. "Abstained"; None, "Absent"; Chadwick, Zitterkopf, Wayman, Huber, Gompert. "The motion Carried".

7. Chairman Weber opened the public hearing for the Preliminary Plat and Final Plat of Lots 1&2, Imperial Acres Addition a replat of the west 140 feet of the north 210 feet of Tract 11, Imperial Acres Addition to the City of Scottsbluff, Scottsbluff County, Nebraska. Chairman Weber then read the items found under the procedure and asked for the Staff Recommendation to be read. Secretary Batt read; the applicant Ian Connelly wishes to Preliminary and Final Plat Lots 1 & 2, Imperial Acres Addition. Batt said that Lot 2 is currently located at 1401 14<sup>th</sup> Avenue, it is zoned R1A. The surrounding neighborhood properties are also zoned R1A. Lot 2 does does meet the performance guidelines for an R1A zone with 906 square feet shown on the plat, the lot is required to have 5500.

Batt further read that Lot 1 has 20,349 sq feet remaining and is in the R1A zoning and it to meets the performance guidelines for R1A. Batt said both lots have access to water, sewer, and

street frontage of 50 feet. Batt said that the applicant has no further plans for the remaining property for now.

Batt read that the Planning Commission could approve the Preliminary and Final Plats by giving a positive recommendation to the City Council. Or the Planning Commission could disapprove the Plats by giving a negative recommendation to the City Council; last they could make a motion to table the plats.

Chairman Weber than asked if anyone cared to speak to the Planning Commission members about the matter. Ian Connelly replied that he was the applicant and after signing in, he went on to say that he and his wife had purchased the property which has three structures on it. Ian said they were sectioning off the large house at 1401 14<sup>th</sup> Avenue for now and they plan to do something with the remaining two buildings on Lot 1 at some point. Ian then asked if anyone had questions?

Linda Redfern asked if the church was still occupied? Ian said it was not.

Becky Estrada asked if he planned to sell off the properties, Ian said they plan to sell the large house for now and possibly turn the old church into apartments.

With no further questions being asked, Chairman Weber ended the public hearing and asked for a motion for the Preliminary Plat and Final Plat of the lots.

Mark Westphal made the motion to approve the Preliminary Plat and the Final Plat for Lots 1 & 2, Imperial Acres Addition, the motion was second by Becky Estrada to make a positive recommendation to the City Council.

"Yeas"; Redfern, Estrada, Westphal, Aguallo, Weber. "Nays"; None. "Abstained"; None.

"Absent"; Chadwick, Zitterkopf, Wayman, Huber, Gompert.

"Motion Carried".

8. Chairman Weber then asked for any other business with there being none he called the meeting was adjourned.

\_\_\_\_\_  
Chairman Dana Weber

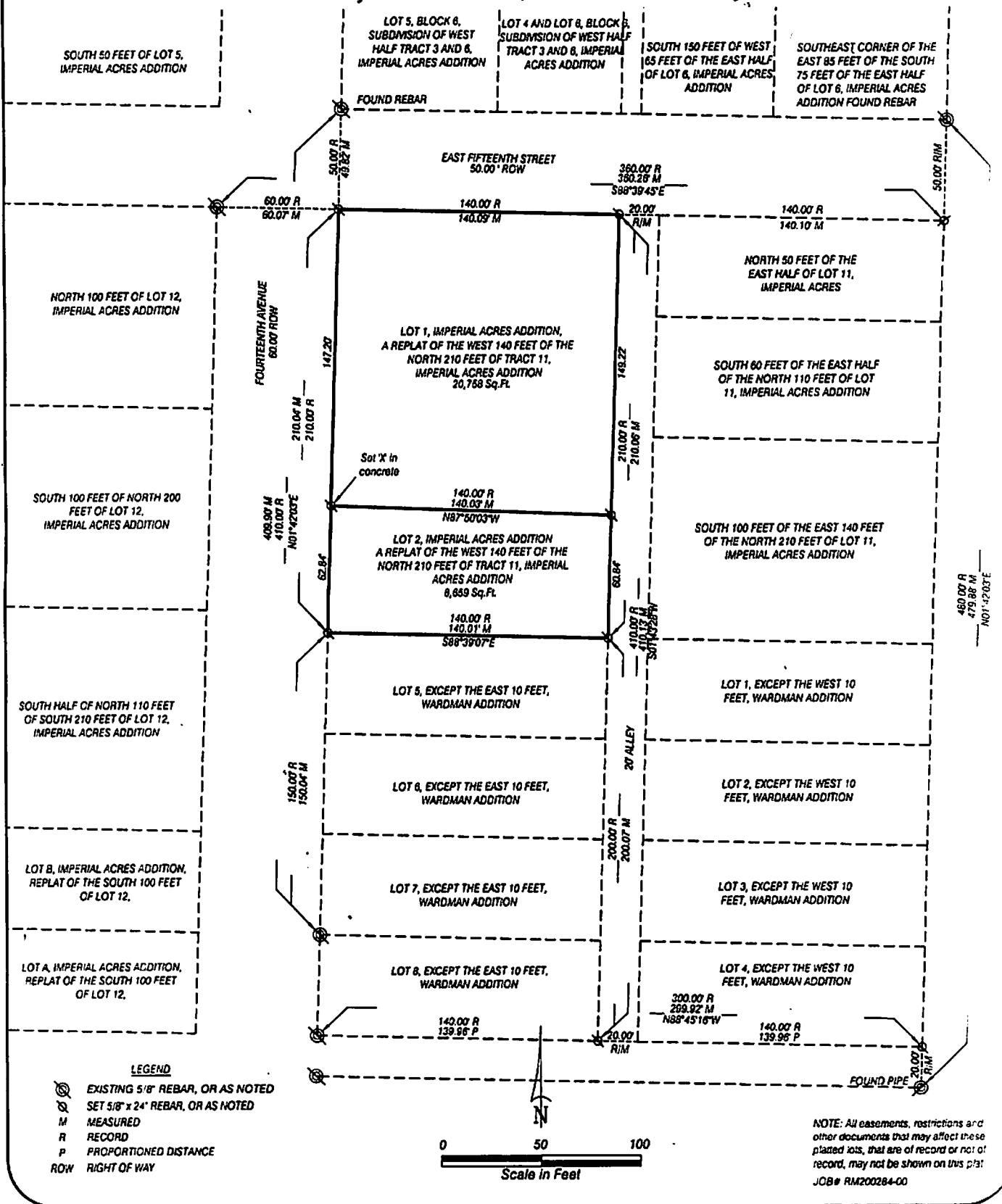
\_\_\_\_\_  
Secretary Gary Batt



# FINAL PLAT

## LOTS 1 AND 2, IMPERIAL ACRES ADDITION

a Replat of the west 140 feet of the north 210 feet of Tract 11, Imperial Acres Addition to the City of Scottsbluff, Scotts Bluff County, Nebraska.



**RESOLUTION NO. 20-\_\_**

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

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

Passed and approved this \_\_\_\_ day of December, 2020.

\_\_\_\_\_  
Mayor

ATTEST:

\_\_\_\_\_  
City Clerk

# **City of Scottsbluff, Nebraska**

**Monday, December 21, 2020**

**Regular Meeting**

## **Item Resolut.1**

**Council to discuss and consider action to approve a Resolution updating the bank signature authorization and authorize the Mayor to sign the Resolution.**

**Staff Contact: Liz Loutzenhiser, Finance Director**

**RESOLUTION NO. 20-\_\_ - \_\_**

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

1. US Bank NA, First National Bank, First State Bank, Platte Valley Bank, Western States Bank and Pinnacle Bank, all with local branches in Scotts Bluff County, Nebraska and the Nebraska Public Agency Investment Trust (NPAIT) as well as Moreton Capital Markets, LLC are designated as depositories and/or financial investment institutions for funds of the City of Scottsbluff, Nebraska (“City”).
  - a. Depository funds of the City deposited in each bank shall be subject to withdrawal upon checks, notes, drafts, or other orders for the payment of money when signed on the City’s behalf by any two of the following City officials:

Jeanne McKerrigan OR  
Jordan Colwell AND

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

Rick Kuckkhan OR Kimberley Wright
2. Provided, the Finance Director for the City, Elizabeth Loutzenhiser, is authorized to make ACH drafts and withdrawals for payroll, electronic claims, utility payment drafts and debt payments on behalf of the City from any of the financial institutions named in paragraph 1. of this Resolution.
3. The banks are authorized to pay all orders and receive them for the credit of or in payment from the payee or any other holder without inquiring into the circumstances of the issue or the disposition of the proceeds.
4. US Bank is authorized to issue Visa credit cards to City personnel. The personnel to receive the cards and the credit limit on said cards shall be as approved by the City Manager or his/her designee.

5. This Resolution will revoke Resolution 20-09-04 and all prior banking resolutions and shall be delivered to all banks named in this Resolution. This Resolution will remain in effect until notice of revocation is delivered to any of these banks.

Passed, approved and effective this 21<sup>st</sup> day of December, 2020.

\_\_\_\_\_  
Mayor

ATTEST:

\_\_\_\_\_  
City Clerk

# **City of Scottsbluff, Nebraska**

**Monday, December 21, 2020**

**Regular Meeting**

## **Item Resolut.2**

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

**Staff Contact: Thomas Schingle, Fire Chief**

## Agenda Statement

Item No.

For Meeting of: 21 December 2020

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

**SUBMITTED BY DEPARTMENT/ORGANIZATION:** Fire Department

**PRESENTATION BY:** Tom Schingle/Anthony Murphy

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

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

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

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### EXHIBITS

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

Other (specify) \_\_\_\_\_

**NOTIFICATION LIST:** Yes ☐ No ☒ Further Instructions ☐

Please list names and addresses required for notification.

**APPROVAL FOR SUBMITTAL:** \_\_\_\_\_  
City Manager

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Rev: 11/15/12 City Clerk

## **CHAPTER 8**

### **FIRE**

#### **Article**

##### **1. Fire Hazards, Prevention.**

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

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

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

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

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

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

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

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

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

#### **ARTICLE 1**

### **FIRE HAZARDS, PREVENTION**

#### **(a) GENERAL PROVISIONS**

##### **Section**

8-1-1 Terms; defined.

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

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

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

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

8-1-6 Same; corporation counsel.

8-1-7 Same; fire limits.

8-1-8 Same; fire prevention code.

8-1-9 Same; municipality.

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

8-1-11 Article; application.

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

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

8-1-14 to Reserved.

8-1-17

#### **(b) ADMINISTRATION OF LAW**

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

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

8-1-20 Permits; inspections; tests.

8-1-21 Article; modification.

8-1-22 Appeals; requirements.

8-1-23 to Reserved.

8-1-26

#### **(c) PARTICULAR HAZARDS**

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

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

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

8-1-30 Same; definitions.

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



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

**(d) VIOLATIONS; PENALTY**

8-1-58 Violations; penalty.

**Nebraska Statutes**

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

**(a) GENERAL PROVISIONS**

**8-1-1. Terms; defined.**

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

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

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

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

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

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

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

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

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

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

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

**8-1-6. Same; corporation counsel.**

The term “corporation counsel” means the City Attorney.

**8-1-7. Same; fire limits.**

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

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

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

**8-1-9. Same; municipality.**

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

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

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

**8-1-11. Article; application.**

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

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

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

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

The following sections shall read:

Section 101.1. Insert: City of Scottsbluff

Section 102.7. The codes and standards referenced in this code shall be those that are listed in Chapter 80, and such codes and standards shall be considered to be part of the requirements of this code to the prescribed extent of each such reference and as further regulated in Sections 102.7.1 and 102.7.2 except that the referenced International Code Council (ICC) (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, December 21, 2020**

**Regular Meeting**

## **Item Reports1**

**Council to discuss and consider action on the Addendum for Contribution Under the Joint Funding Agreement for Water Resource Investigation and authorize the Mayor to sign the Agreement.**

**Staff Contact: Leann Sato, Stormwater Specialist**

# Agenda Statement

Meeting Date: December 21, 2020

**AGENDA TITLE:** USGS Stream Gauge Addendum

**SUBMITTED BY DEPARTMENT/ORGANIZATION:** Stormwater

**PRESENTATION BY:** Rick Kuckkhan

**SUMMARY EXPLANATION:**

The stream gauge under the Avenue I bridge provides real-time water level data used to monitor flood risk for Scottsbluff, Gering, Terrytown and parts of the County. The United States Geological Survey (USGS) manages the gauge's data and maintenance through a Joint Funding Agreement (JFA). Since the gauge's data serves multiple communities, an addendum to JFA has been created to share the cost between the communities who benefit from the data.

**BOARD/COMMISSION RECOMMENDATION:**

The five parties above have met, discussed and agreed to the terms created in both the JFA and Addendum. We ask the City Councils and County Commissioners to approve the addendum as the gauge is vital to the safety and response to flooding in all our communities.

**STAFF RECOMMENDATION:**

Stormwater recommends Council approve the agreement and have the Mayor sign after approval.

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

Please provide all visual presentation materials.

Flood inundation Map: <https://fim.wim.usgs.gov/fim/>

(A visual aid of what the gauge data creates and the impact of flooding)

Other (specify) ☐ \_\_\_\_\_

**NOTIFICATION LIST:** Yes ☐ No ☐ Further Instructions ☐

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City of Scottsbluff  
Office of the City Manager

Effective date: January 20, 2017

U.S. Department of the Interior  
U.S. Geological Survey  
Joint Funding Agreement  
FOR  
Water Resource Investigations

Customer #: 6000004539  
Agreement #: 21NRJFA00240  
Project #: NR00GS1  
TIN #: 47-6006198

Fixed Cost Agreement YES[ X ] NO[ ]

THIS AGREEMENT is entered into as of October 1, 2020, by the U.S. GEOLOGICAL SURVEY, Nebraska Water Science Center, UNITED STATES DEPARTMENT OF THE INTERIOR, party of the first part, and the CITY OF GERING, NE, party of the second part.

1. The parties hereto agree that subject to the availability of appropriations and in accordance with their respective authorities there shall be maintained in cooperation **the operation, data processing, and storage of data for the stage-only streamgauge at North Platte River at Scottsbluff, NE**, herein called the program. The USGS legal authority is 43 USC 36C; 43 USC 50, and 43 USC 50b.

2. The following amounts shall be contributed to cover all of the cost of the necessary field and analytical work directly related to this program. 2(b) include In-Kind-Services in the amount of \$0.00

- (a) **\$1,910** by the party of the first part during the period  
October 1, 2020 to September 30, 2021
- (b) **\$4,550** by the party of the second part during the period  
October 1, 2020 to September 30, 2021
- (c) Contributions are provided by the party of the first part through other USGS regional or national programs,  
in the amount of: \$0.00

Description of the USGS regional/national program:

- (d) Additional or reduced amounts by each party during the above period or succeeding periods as may be determined by mutual agreement and set forth in an exchange of letters between the parties.
- (e) The performance period may be changed by mutual agreement and set forth in an exchange of letters between the parties.

3. The costs of this program may be paid by either party in conformity with the laws and regulations respectively governing each party.

4. The field and analytical work pertaining to this program shall be under the direction of or subject to periodic review by an authorized representative of the party of the first part.

5. The areas to be included in the program shall be determined by mutual agreement between the parties hereto or their authorized representatives. The methods employed in the field and office shall be those adopted by the party of the first part to insure the required standards of accuracy subject to modification by mutual agreement.

6. During the course of this program, all field and analytical work of either party pertaining to this program shall be open to the inspection of the other party, and if the work is not being carried on in a mutually satisfactory manner, either party may terminate this agreement upon 60 days written notice to the other party.

7. The original records resulting from this program will be deposited in the office of origin of those records. Upon request, copies of the original records will be provided to the office of the other party.

8. The maps, records or reports resulting from this program shall be made available to the public as promptly as possible. The maps, records or reports normally will be published by the party of the first part. However, the party of the second part reserves the right to publish the results of this program, and if already published by the party of the first part shall, upon request, be furnished by the party of the first part, at cost, impressions suitable for purposes of reproduction similar to that for which the original copy was prepared. The maps, records or reports published by either party shall contain a statement of the cooperative relations between the parties. The Parties acknowledge that scientific information and data developed as a result of the Scope of Work (SOW) are subject to applicable USGS review, approval, and release requirements, which are available on the USGS Fundamental Science Practices website <https://www.usgs.gov/about/organization/science-support/science-quality-and-integrity/fundamental-science-practices>

Form 9-1366  
(May 2018)

U.S. Department of the Interior  
U.S. Geological Survey  
Joint Funding Agreement  
FOR  
Water Resource Investigations

Customer #: 6000004539  
Agreement #: 21NRJFA00240  
Project #: NR00GS1  
TIN #: 47-6006198

9. Billing for this agreement will be rendered **annually**. Invoices not paid within 60 days from the billing date will bear Interest, Penalties, and Administrative cost at the annual rate pursuant the Debt Collection Act of 1982, (codified at 31 U.S.C. § 3717) established by the U.S. Treasury.

**USGS Technical Point of Contact**

Name: Jason Lambrecht  
Hydrologic Data Section Chief  
Address: 5231 South 19th  
Lincoln, NE 68512  
Telephone: (402) 328-4124  
Fax: (402) 328-4101  
Email: jmlambre@usgs.gov

**Customer Technical Point of Contact**

Name: Pat Heath  
City Administrator  
Address: 1025 P Street  
Gering, NE 69341  
Telephone: (308) 436-5096  
Fax:  
Email: pheath@gering.org

**USGS Billing Point of Contact**

Name: Lisa Dietsch  
Administrative Officer  
Address: 5231 South 19th  
Lincoln, NE 68512  
Telephone: (402) 328-4116  
Fax: (402) 328-4101  
Email: ldietsch@usgs.gov

**Customer Billing Point of Contact**

Name: Pat Heath  
City Administrator  
Address: 1025 P Street  
Gering, NE 69341  
Telephone: (308) 436-5096  
Fax:  
Email: pheath@gering.org

U.S. Geological Survey  
United States  
Department of Interior

City of Gering, Nebraska

**Signature**

By \_\_\_\_\_ Date: 8/18/2020  
Name: Steven M. Peterson  
Title: Director

**Signatures**

By \_\_\_\_\_ Date: \_\_\_\_\_  
Name:  
Title:

By \_\_\_\_\_ Date: \_\_\_\_\_  
Name:  
Title:

By \_\_\_\_\_ Date: \_\_\_\_\_  
Name:  
Title:

**ADDENDUM FOR CONTRIBUTION UNDER THE  
JOINT FUNDING AGREEMENT FOR WATER  
RESOURCE INVESTIGATION**

This Addendum is entered into by and between Scotts Bluff County, Nebraska ("Scotts Bluff County"), the City of Gering, Nebraska ("Gering"), the City of Terrytown, Nebraska ("Terrytown") and the City of Scottsbluff, Nebraska ("Scottsbluff"). In light of the fact that the U.S. Department of Interior Geological Survey Joint Funding Agreement for Water Resource Investigation is limited and can only include two parties, the named parties herein designate City of Gering to serve as the party of the second part under that Agreement.

Scotts Bluff County, Gering, Terrytown and Scottsbluff now agree that they will share the second party costs for the operation, data processing and storage of data for the stage-only streamage at the North Platte River located at the Avenue I bridge in Scottsbluff. City of Gering will pay the amount set forth in paragraph 2 of the Agreement which totals \$4,550.00 for the 2020 - 2021 Joint Funding Agreement with the U.S. Department of Interior Geological Survey upon receipt of their invoice according to paragraph 9 of the Agreement.

Scotts Bluff County, Scottsbluff, and Terrytown will then make contribution to City of Gering as follows:

Scotts Bluff County - \$525.00

City of Scottsbluff - \$1,750.00

City of Terrytown- \$525.00

for a total of \$2,800.00. City of Gering shall also contribute the sum of \$1,750.00 for the total cost necessary for the field and analytical work of \$4,550.00.

Scotts Bluff County, Terrytown and Scottsbluff agree they will reimburse Scotts Bluff County for contribution under the Agreement within 30 days from the date of receiving an invoice from Scotts Bluff County.

Scotts Bluff County

Dated: \_\_\_\_\_

\_\_\_\_\_  
Chairperson, Board of Commissioners

Attest:

\_\_\_\_\_  
County Clerk

City of Gering

Dated: \_\_\_\_\_

\_\_\_\_\_  
Mayor

Attest:

\_\_\_\_\_  
City Clerk

City of Scottsbluff

Dated: \_\_\_\_\_

\_\_\_\_\_  
Mayor

Attest:

\_\_\_\_\_  
City Clerk

City of Terrytown

Dated: \_\_\_\_\_

\_\_\_\_\_  
Mayor

Attest:

\_\_\_\_\_  
City Clerk



# **City of Scottsbluff, Nebraska**

**Monday, December 21, 2020**

**Regular Meeting**

## **Item Reports2**

**Council to discuss and consider action on approving the renewal of an Agreement with Johnsen Corrosion Engineering, Inc. for continuing the existing Water Tower Corrosion Control Service Program and authorize the Mayor to sign the Agreement.**

**Staff Contact: Rick Kuckkahn, Interim City Manager**

# Agenda Statement

Meeting Date: December 21, 2020

**AGENDA TITLE:** Council to consider approving the renewal of an Agreement with Johnsen Corrosion Engineering for continuing our existing Water Tower Corrosion Control Service Program.

**SUBMITTED BY DEPARTMENT/ORGANIZATION:** Public Works

**PRESENTATION BY:** Rick Kuckkahn, Interim City Manager

**SUMMARY EXPLANATION:** The City has five water towers. This Agreement covers annual maintenance of our water tower cathodic protection systems for corrosion control and also the cleaning and inspections of our water towers (one per year). *State regulations require water towers to be cleaned and inspected no less than once every five years.* The annual cost for this service is \$12,160.00.

The renewal Agreement is for three years under the same conditions as in the past. These terms and conditions have been reviewed by Legal.

**BOARD/COMMISSION RECOMMENDATION:**

**STAFF RECOMMENDATION:** Staff recommends that Council approve the renewal of this Agreement and authorize the Mayor to sign it.

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Resolution <input type="checkbox"/>	Ordinance <input type="checkbox"/>	<b>EXHIBITS</b> Contract <input type="checkbox"/>	Minutes <input type="checkbox"/>	Plan/Map <input type="checkbox"/>
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Please provide all visual presentation materials.

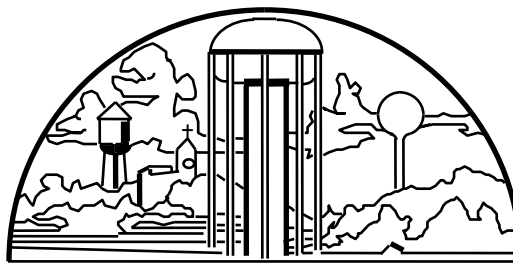
Other (specify) ☒ Copy of Agreement

**NOTIFICATION LIST:** Yes ☐ No ☐ Further Instructions ☐

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City of Scottsbluff  
Office of the City Manager

Effective date: January 20, 2017



*Cathodic Protection for Water Storage Structures*

**• WATER STORAGE TANK  
CORROSION CONTROL SERVICE PROGRAM**

**1. TERM OF AGREEMENT:** Three years beginning January 1, 2021. The annual charge of \$12,160.00 will include both cathodic protection and washout/drain inspection service.

**2. SYSTEMS TO BE SERVICED:** Services will be performed on tanks owned and maintained by the city of Scottsbluff, NE (the "Systems") and listed below. Service will be provided by Johnsen Corrosion Engineering, Inc. of Lincoln, NE (the "Contractor") in accordance with this agreement.

<u>LOCATION</u>	<u>STRUCTURE</u>
#1. Hydropillar	1,500,000 Gallons
#2. Cemetery	500,000 Gallons
#3. High School	300,000 Gallons
#4. Airport	200,000 Gallons
#5. Coke Plant	250,000 Gallons

**3. SCOPE OF CATHODIC PROTECTION SYSTEM SERVICE:** The contractor will provide all labor and materials necessary to maintain the systems in optimum working condition and in conformity to the standards of the National Association of Corrosion Engineers and the American Water Works Association will be provided for the term of this agreement. Two service calls will be scheduled each year. At the spring service, systems will be placed into operation and calibrated. At the fall servicing, systems will be winterized and taken out of service. Potential profiles will be conducted and worn or damaged parts will be replaced as necessary. The service calls will be followed-up with a written report.

This report will contain pertinent data about the system and structure, and, if conducted, the record of the independent potential profile. The profile will be performed with a copper/copper sulfate reference electrode placed equidistant from two anodes and adjacent to the steel. The report shall, in diagram form, identify the location where the profile was taken.

207 South 9th, Lincoln, NE 68508  
(480) 201-3687

Page 2

Scottsbluff

SCOPE OF SERVICE: Continued

Servicing the anode and electrode subsystems will include an examination of each anode, anode support and connections, the mainline wire, conduit and supports, under-roof wiring. The *SENTINEL*, with all its components will be tested. Upon request, the contractor will provide to an employee designated by the City of Scottsbluff, instruction in the operation of the cathodic protection equipment.

4. QUALIFICATIONS: The contractor is not responsible for the AC power supply, damage done by vandalism, natural storm, or underground conduit runs.

5. WASHOUTS AND DRAIN INSPECTIONS: One structure will receive this service each year. The proposed schedule is as follows:

<u>YEAR</u>	<u>STRUCTURE</u>
2021	Hydropillar
2022	Cemetery
2023	Airport
2024	High School
2025	Coke Plant

The City of Scottsbluff may change the schedule at any time without adjustment to the cost-per-service application.

ACCEPTED:

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*City of Scottsbluff, NE*

Date

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*Johnsen Corrosion Engineering, Inc.*

Date

*207 South 9th, Lincoln, NE 68508  
(480) 201-3687*

# **City of Scottsbluff, Nebraska**

**Monday, December 21, 2020**

**Regular Meeting**

## **Item Reports3**

**Council to discuss and consider action on the Agreement with Vidal Salazar d/b/a Scotties Potties of Scottsbluff to provide, maintain and service portable toilets within the City and authorize the Mayor to sign the Agreement.**

**Staff Contact: Rick Deeds, Park Superintendent**

## AGREEMENT

THIS AGREEMENT is made between the City of Scottsbluff, Nebraska, a Municipal Corporation (hereinafter called "CITY") and Vidal Salazar doing business as Scotties Potties of Scottsbluff (hereinafter called "Salazar").

1. On December 21, 2020 at its regular City Council Meeting, the CITY accepted as the most responsive and lowest bid from Salazar to provide, maintain and service thirteen (13) portable toilets ("portable toilets").

2. Salazar agrees to provide the portable toilets according to the Request for Sealed Quotes of the CITY and his Proposal for rental of Porta Pottie Units ("Proposal") returned to the City, which are attached hereto, marked as Exhibit "A" and incorporated by this reference.

3. The term of this Agreement shall be for two (2) years, beginning on January 1, 2021 and ending on December 31, 2022.

4. The CITY agrees to pay Salazar the amount of four seventy five dollars (\$475.00) per month for the term of this Agreement, unless the Agreement is terminated earlier by the CITY.

5. Salazar agrees to provide the portable toilets in the number and location as follows:

<u>Number</u>	<u>Location</u>
1	Southeast/Veterans Park
6	Landers Soccer Complex
2	Northwood Park
1	Dog Park Riverside Park
2	Mini Park (Downtown Plaza)
1	Riverside Pond (East Side)

6. Salazar agrees to the following in regard to the portable toilets:

- a. Clean the portable toilets once per week during the term of this Agreement;
- b. Repair and place upright any tipped portable toilets on same day reported;
- c. Replace portable toilets damaged to the point they cannot be used, for example a wall missing or a broken door, on same day as reported.

7. Salazar will install the portable toilets as an independent contractor and not as an employee of the CITY. The CITY will not be responsible for an repair or maintenance of the portable toilets.

8. Salazar agrees to maintain insurance on the portable toilets, including public liability insurance in an amount of not less than \$1,000,000.00. Such insurance policy will show the CITY as an additional insured. A certificate in a form acceptable to the CITY will be furnished to the City before Salazar is allowed to place the portable toilets.

9. The Agreement may be terminated by the CITY upon thirty (30) days advance written notice being sent to Salazar at the address of P.O. Box 487, Ogallala, NE 69153.

IN WITNESS WHEREOF, the parties have executed this Agreement on the day and year set forth below.

DATED: \_\_\_\_\_, 2020.

CITY OF SCOTTSBLUFF, NEBRASKA

By \_\_\_\_\_  
Mayor

\_\_\_\_\_  
Vidal Salazar d/b/a Scotties Potties  
of Scottsbluff

Attest:

\_\_\_\_\_  
City Clerk                      Seal

## Proposal

Page # \_\_\_\_\_ of \_\_\_\_\_ pages

Scotties Potties

P.O. Box 487  
Ogallala, NE 69153

PROPOSAL SUBMITTED TO: <i>CITY OF SCOTTSBLUFF, NE</i>	JOB NAME <i>PARKS / REC</i>	JOB # <i>41</i>
ADDRESS <i>2525 Cedar St.</i>	JOB LOCATION <i>SCOTTSBLUFF NE.</i>	
<i>SCOTTSBLUFF NE 69361</i>	DATE <i>12/11/2020</i>	DATE OF PLANS <i>TBA</i>
PHONE # <i>4032-4136</i>	FAX #	ARCHITECT <i>VEDAL SALAZAR</i>

We hereby submit specifications and estimates for: *RENTAL OF 12 PORTA POTTIES UNITS*

- RENTALS CLEANED ONCE WEEKLY
- REPAIRS OF STAIN UNIT SAME DAY
- PORTA POTTIES WITH EXTENSIVE DAMAGE WILL BE COVERED BY SCOTTIES POTTIES INSURANCE AND REPLACED.  
*IE: A WALL MISSING / A BUSTED DOWN MISSING ROOF.*



We propose hereby to furnish material and labor complete in accordance with the above specifications for the sum of:

\$ *MONTHLY \$475.00* Dollars

with payments to be made as follows: \_\_\_\_\_

Any alteration or deviation from above specifications involving extra costs will be executed only upon written order, and will become an extra charge over and above the estimate. All agreements contingent upon strikes, accidents, or delays beyond our control.

Respectfully  
submitted*VEDAL SALAZAR*  
Note — this proposal may be withdrawn by us if not accepted within \_\_\_\_\_ days.

## Acceptance of Proposal

The above prices, specifications and conditions are satisfactory and are hereby accepted. You are authorized to do the work as specified. Payments will be made as outlined above.

Signature \_\_\_\_\_

Date of Acceptance \_\_\_\_\_

Signature \_\_\_\_\_



# Memo

**To:** Portable Toilet Vendor  
**From:** Zachary Glaubius, Projects & Planning Coordinator  
**CC:**  
**Date:** 12-02-2020  
**Re:** Portable Toilet Service

---

The City of Scottsbluff Parks and Recreation Department is asking for sealed quotes; to provide and service portable toilets good for 2 years. Starting January 1, 2021 thru December 31, 2022.

Sealed quotes will be received by the City of Scottsbluff at 2525 Circle Drive, Scottsbluff, NE 69361 until 12:00 PM MST on December 11, 2020. The City will contact the vendors of the results.

**The Vendor shall provide costs to provide and service Portable Toilets at the following locations.**

<u>Quantity</u>	<u>Location</u>
1	Southeast/Veterans park
6	Landers Soccer Complex
2	Northwood Park
1	Dog Park Riverside Park
2	Mini Park (Downtown Plaza)
1	Riverside Pond (East Side)

**Service and Maintenance shall include;**

- **State when and how many times the units would be cleaned.**
- **Would the units be cleaned weekly or bi-weekly.**
- **Guarantee on time it would take to repair or replace any damaged units.**

- **Guarantee on time it would take to respond to a tipped over unit.**

If you have questions feel free to contact me:

Email [zglaubius@scottsbluff.org](mailto:zglaubius@scottsbluff.org)

Phone 308-630-6244

Thank you,

Zachary Glaubius, MCRP

Projects & Planning Coordinator

# **City of Scottsbluff, Nebraska**

**Monday, December 21, 2020**

**Regular Meeting**

## **Item Reports4**

**Council to discuss and consider action on an Agreement between the City of Scottsbluff & Panhandle Area Development District for scope of work administration regarding the Community Development Block Grant awarded for Owner Occupied Housing Rehabilitation & authorize the Mayor to sign the Agreement.**

**Staff Contact: Starr Lehl, Economic Development Director**

## PROFESSIONAL SERVICES AGREEMENT

THIS AGREEMENT, made and entered into by and between the City of Scottsbluff, Nebraska (hereinafter referred to as the City) and Panhandle Area Development District (hereinafter referred to as PADD).

WITNESSES THAT:

WHEREAS, the City and PADD are desirous of entering into a contract to formalize their relationship; and

WHEREAS, pursuant to Title I of the Housing and Community Development Act of 1974, as amended through 1981 and 24 CFR 570, the State of Nebraska Department of Economic Development (DED) is authorized by the Federal Department of Housing and Urban Development (HUD) to provide Community Development Block Grant(CDBG) funds to units of local government selected to undertake and carry out certain programs and projects under the Nebraska State Community Development Block Grant Program in compliance with all applicable local, state and federal laws, regulations and policies; and

WHEREAS, the City , as part of its 20202 CDBG grant agreement with DED, under contract number # 20-HO-31041 awarded CDBG funds for the purposes set forth herein; and

WHEREAS, the Scope of Services included in this contract is authorized as part of the Village's approved CDBG program; and

WHEREAS, it would be beneficial to the City to utilize PADD as an independent entity to accomplish the Scope of Work set forth herein and such endeavor would tend to best accomplish the objectives of the local CDBG program.

NOW, THEREFORE, the parties hereto do mutually agree as follows:

### 1. Services to be Provided by the Parties

- a. The PADD shall complete in a satisfactory and proper manner as determined by the City the work activities and services described in the Scope of Services, (Attachment #1 to this agreement).
- b. The City will provide such assistance and guidance as may be required to support the objectives set forth in the Scopes of Services, and will provide compensation for services as set forth in Section 3 below.

### 2. Time of Performance

The effective date of this contract shall be the date the parties sign and complete execution of the contract. The termination date of the contract shall be the \_\_\_\_\_ of \_\_\_\_\_ 2022 and shall be completed in such sequences to assure the expeditious completion of this contract.

### 3. Consideration

The City of Scottsbluff shall reimburse PADD for all allowable expenses agreed upon by the parties to complete the General Administration Scope of Work. In no event shall the total amount reimbursed by the City not to exceed the sum of **\$20,000.00 (Twenty Thousand Dollars and zero cents.)** Reimbursement under this contract shall be based on billings that are supported by appropriate documentation of costs actually incurred. It is expressly

understood that claims for reimbursement shall not be submitted in excess of actual immediate cash requirements necessary to carry out the purposes of this agreement.

It is also understood that this contract is funded in whole or in part with funds through the State of Nebraska Community Development Block Grant Program as administered by the Department and is subject to those regulations and restriction normally associated with federally funded programs and any other requirements that the State may prescribe.

#### 4. Records

The PADD agrees to maintain such records and follow such procedures as may be required under 24 CFR 85.42(b)(c) and any such procedures that the City or DED may prescribe. In general, such records will include information pertaining to the contract, obligations and unobligated balances, assets and liabilities, outlays, equal opportunity, labor standards (as appropriate), and performance.

All such records and all other records pertinent to this contract and work undertaken under this contract shall be retained by the PADD for a period of **ten (10) years** after the final audit of the City 's CDBG project, unless a longer period is required to resolve audit findings or litigation. In such cases, the City shall request a longer period of record retention.

The City, DED and duly authorized officials of the state and federal government shall have full access and the right to examine any pertinent documents, papers, records and books of the PADD involving transactions to this local program and contract.

#### 5. Relationship

The relationship of the PADD to the City shall be that of an independent Consultant rendering professional services. The PADD shall have no authority to execute contracts or to make commitments on behalf of the City and nothing contained herein shall be deemed to create the relationship of employer and employee or principal and agent between the City and PADD.

#### 6. Suspension, Termination and Close Out

If the PADD fails to comply with the terms and conditions of this contract, the City may pursue such remedies as are legally available including, but not limited to the suspension or termination of this contract in the manner specified herein:

- a. **Suspension:** If the PADD fails to comply with the terms and conditions of this contract, or whenever the PADD is unable to substantiate full compliance with the provisions of this contract, the City may suspend the contract pending corrective actions or investigation, effective not less than 7 days following written notification to the PADD or its authorized representative. The suspension will remain in full force and effect until the PADD has taken corrective action to the satisfaction of the City and is able to substantiate its full compliance with the terms and conditions of this contract. No obligations incurred by the PADD or its authorized representatives during the period of suspension will be allowable under the contract except:
  - (1) Reasonable, proper and other wise allowable costs with the PADD could not avoid during the period of suspension.
  - (2) If upon investigation, the Consultant is able to substantiate complete compliance with the terms and conditions of the contract, otherwise allowable costs incurred during the period of suspension will be allowed.
  - (3) In the event all of any of the portion of the work prepared or partially prepared by the PADD be suspended, abandoned, or otherwise terminated by the City shall pay the PADD for work performed to satisfaction of the City in accordance with the percentage of work completed.

- b. **Termination for Cause:** The City may terminate its contract with the PADD if the PADD fails to comply with the terms and conditions of this contract and any of the following conditions exist.
- (1) The lack of compliance with the provisions of this contract are of such scope and nature that the City deems the continuation of the contract to substantially detrimental to the interests of the City.
  - (2) The PADD has failed to take satisfactory action as directed by the City or its authorized representative within the time specified by the same:
  - (3) The PADD has failed within the time specified by the City or its authorized representative to satisfactorily substantiate its compliance with the terms and conditions of this contract; then, the City may terminate this contract in whole or in part, and thereupon shall notify the PADD of the termination, the reasons therefore, and the effective date provided such effective date shall not be prior to notification of the PADD. After this effective date, no charges incurred under any terminated portion are allowable.
- c. **Termination for Other Grounds:** This contract may also be terminated in whole or in part:
- (1) By the City, with the consent of the PADD, or by the PADD with the consent of the City, in which case the two parties shall devise by mutual agreement. The conditions of termination including the effective date and in case of termination in part, that portion to be terminated.
  - (2) If the funds allocated by the City via this contract are from anticipated sources of revenue, and if the anticipated sources do not become available for use in purchasing said services.
  - (3) In the event the City fails to pay the PADD promptly or within 60 days after invoices are rendered, the City agrees the PADD shall have the right to consider said default a breach of this agreement and the duties of the PADD under this agreement terminated. In such an event, the City shall then promptly pay the PADD for all services performed and all allowable expenses incurred.
  - (4) The City may terminate this contract at any given time giving at least 30 days notice in writing to the PADD. If the contract is terminated for convenience of the City as provided herein, the Consultant will be paid for time and provided and expenses incurred up to the termination date.

## 7. Changes, Amendments, Modifications

The City may, from time to time, require changes or modifications in the scope of services to be performed hereunder. Such changes, including any increases or decreases in the amount of compensation therefore, which are mutually agreed upon by the City and PADD shall be incorporated in written amendments to this contract.

## 8. Personnel

The PADD represents that it has, or will secure at its own expense, all qualified personnel required in performing the services under this contract. Such personnel shall not be employees, or have any contractual relationship with the City.

All services required hereunder will be performed by the PADD or under his supervision and all personnel engaged in the work shall be fully qualified and shall be authorized or permitted under State or local law to perform such services.

None of the work or services covered by this contract shall be subcontracted without prior written approval of the City. Any work or services subcontracted hereunder shall be specified by written contract or agreement and shall be subject to each provision of this contract.

#### **9. Assignability**

The PADD shall not assign any interest on this contract, and shall not transfer any interest on this contract (whether by assignment or notation), without prior written consent of the City thereto: provided, however, that claims for money by the Consultant from the City under this contract may be assigned to a bank, trust company, or other financial institutions without such approval. Written notice of any such assignment or transfer shall be furnished promptly to the City.

#### **10. Reports and Information**

The PADD, at such times and in such forms as the City may require, shall furnish the City such periodic reports as it may request pertaining to the work or services undertaken pursuant to this contract, the costs and obligations incurred or to be incurred in connection therewith, and any other matters covered by this contract.

#### **11. Findings Confidential**

All of the reports, information, data, etc. prepared or assembled by the PADD under this contract is confidential and the PADD agrees that they shall not be made available to any individual or organization without prior written approval of the Village.

#### **12. Copyright**

No reports, maps, or other documents produced in whole or in part under this contract shall be subject of an application for copyright by or on behalf of the PADD.

#### **13. Compliance With Local Laws**

The PADD shall comply with all applicable laws, ordinances and codes of the state and local governments and the PADD shall save the City harmless with respect to any damages arising from any tort done in performing any of the work embraced by this contract.

#### **14. Title VI of the Civil Rights Act of 1964**

Under Title VI of the Civil Rights Act of 1964, no person shall, on the grounds of race, color or national origin, be excluded from participation in, be denied the benefits of, or be subjected to discrimination under any program or activity receiving federal financial assistance.

#### **15. Section 109 of the Housing and Community Development Act of 1974**

No person in the United States shall on the grounds of race, color, national origin, or sex be excluded from participation in, be denied the benefits of, or be subjected to discrimination under any program or activity funded in whole or in part with funds made available under this title.

#### **16. Section 3 Compliance in the Provision of Training, Employment and Business Opportunities**

- a. The work to be performed under this contract is on a project assisted under a program providing direct federal financial assistance from the Department of Housing and Urban Development and is subject to the requirements of Section 3 of the Housing and Urban Development Act of 1968, as amended, (12 U.S.C. 1701 u). Section 3 requires that to the greatest extent feasible, opportunities for training and employment be given lower income

residents of the project area, and contracts for work in connection with the project be awarded to business concerns which are located in, or owned in substantial part by persons residing in the area of this project.

- b. The parties to this contract will comply with the provisions of said Section 3. The parties to this contract certify and agree that they are under no contractual or other disability which would prevent them from complying with these provisions.
- c. The PADD will send to each labor organization or representative or workers with which they have a collective bargaining agreement or other contract or understanding, if any, a notice advertising the said labor organization or worker's representative of his/her commitments under this Section 3 clause and shall post copies of the notice in conspicuous places available to employees and applicants for employment or training.
- d. The PADD will include this Section 3 clause in every subcontract for work in connection with the project and will, at the direction of the applicant for, or receipt of federal financial assistance, take appropriate action pursuant to the subcontract upon finding that the subcontractor is in violation of regulations issued by the Secretary of Housing and Urban Development, 24 CFR Part 135. The consultant will not subcontract with any subcontractor where it has notice or knowledge that the latter has been found in violation of regulations under 24 CFR Part 135 and will not let any subcontract unless the subcontractor has first provided it with a preliminary statement of ability to comply with the requirements of these regulations.
- e. Compliance with the provisions of Section 3, the regulations set forth in 24 CFR Part 135, and all applicable rules and orders of the Department issued hereunder prior to the execution of the contract, shall be a condition of the federal financial assistance provided to the project binding upon the applicant or recipient for such assistance, its successors and assigns. Failure to fulfill these requirements shall subject the applicant or recipient, its consultants and subcontractors, its successors and assigns to those sanctions specified by the grant or loan agreement or contract through which federal assistance is provided, and to such sanctions as are specified by 23 CFR 135.

**17. Age Discrimination Act of 1975, As Amended (42 U.S.C. 6101, et.seq.)**

No person will be excluded from participation, denied program benefits or subjected to discrimination on the basis of age under any program or activity receiving federal funding assistance.

**18. Section 504 of the Rehabilitation Act of 1973, As Amended (29 U.S.C. 794)**

No otherwise qualified individual will, solely by reason of his or her handicap, be excluded from participation (including employment), denied program benefits or subjected to discrimination under any program or activity receiving federal assistance funds.

**19. Executive Order 11246, As Amended**

This Order applies to all federally assisted construction contracts and subcontracts. The Grantee will not discriminate against any employee or applicant for employment because of race, color, religion, sex or national origin. The Grantee and subcontractors, if any, will take affirmative action to ensure that applicants are employed, and that employees are treated during employment, without regard to their race, color, religion, sex or national origin.



**20. Conflict of Interest (24 CFR85.36(b)(3) )**

No officer, employee or agent of the Grantee who will participate in the selection, the award, or the administration of this grant may obtain a personal or financial interest or benefit from the activity or have an interest in any contract, subcontract or agreement with respect thereto, or the proceeds thereunder either for themselves or those with whom they have family or business ties, during their tenure or for one year thereafter.

Upon written request, exceptions may be granted on a case by case basis when it is determined that such an exception will serve to further the purposes of the Act and the effective and efficient administration of the recipient's program or project. These exceptions are granted by DED.

**21. Audits and Inspections**

The City, DED, the State Auditor and HUD or their delegates shall have the right to review and monitor the financial and other components of the work and services provided and undertaken as part of the CDBG project and this agreement, by whatever legal and reasonable means are deemed expedient by the Village, DED, the State Auditor and HUD.

**22. Hold Harmless**

The PADD agrees to indemnify and hold harmless the City, its appointed and elective officers and employees, from and against all loss and expense, including attorney's fees and costs by reason of any and all claims and demands upon the City, its elected or appointed officers and employees from damages sustained by any person or persons, arising out of or in consequence of the PADD's and its agents' negligent performance of work associated with this agreement. The PADD shall not be liable for property and bodily injury as may result from the negligence of any construction contractor or construction subcontractor.

**23. Governing Law**

This agreement will be governed by the laws of the State of Nebraska, without regard to that body of law controlling conflicts of the law. Any legal proceeding arising out of, or relating to this Agreement shall be instituted in any court of general jurisdiction in the State of Nebraska.

**24. Other Requirements**

The PADD agrees to comply with all requirements as set forth in the Grant Contract between the City and the State of Nebraska, Department of Economic Development, for CDBG Contract # **20-HO-31041**. This agreement contains all terms and conditions agreed to by the City and the PADD.

The attachments to this agreement are identified as follows:

WITNESS WHEREOF, the City and PADD have executed this agreement as of the date and year last written below:

This agreement dated the \_\_\_\_\_ day of \_\_\_\_\_ 202\_\_\_\_\_.

\_\_\_\_\_  
Jeanne McKerrigan, Mayor  
City of Scottsbluff, Nebraska

\_\_\_\_\_  
Janine Schmidt, President  
Panhandle Area Development District

\_\_\_\_\_  
Attest: Kim Wright, City Clerk  
City of Scottsbluff, Nebraska

\_\_\_\_\_  
Bryan Venable, Executive Director  
Panhandle Area Development District

**Attachment #1**

**Scope of Work and Fees\***

**GENERAL ADMINISTRATION**

**Task 1**—Prepare special condition documents as outlined in the CDBG contract.

**Task 2**—Preparing Documentation for Financial Drawdown Requests.

**Task 3**—Ensure that grantee meets the requirements of all statues, state rules, and federal regulations relevant to the project

**Task 3**—Prepare and submit mandated progress reports and all other necessary correspondence to DED.

**Task 4**—On-going Monitoring of Grant.

**Task 5**—Monitor all job creation/retention requirements over the course of the project/ (if applicable)

**Task 6**—Complete the necessary requirements of the National Environmental Policy Act of 1969

**Task 7**—Ensure that the grantee meets all federal and state requirements with procuring professional services and construction services

**Task 8** —Prepare and submit all close-out reporting to DED by deadlines

# **City of Scottsbluff, Nebraska**

**Monday, December 21, 2020**

**Regular Meeting**

## **Item Reports5**

**Council to discuss, consider and take action on the Employment Agreement with Dustin Rief as City Manager and authorize the Mayor to sign the Agreement.**

**Staff Contact: Rick Kuckkahn, Interim City Manager**

## EMPLOYMENT AGREEMENT

THIS EMPLOYMENT AGREEMENT (“Agreement”) made and entered on this 21<sup>st</sup> day of December, 2020, by and between the City of Scottsbluff, Nebraska, a political subdivision of the State of Nebraska, hereinafter referred to as “City” and Dustin J. Rief, hereinafter referred to as “Rief.”

The City has offered Rief the job of City Manager of Scottsbluff, Nebraska effective December 21, 2020 and Rief has accepted. This Agreement sets forth the terms and conditions of his employment with the City.

1. Duties:

The City Agrees to employ Rief as City Manager of the City to perform the functions and duties specified in Sections 6-2-35 through 6-2-39 of the Scottsbluff Municipal Code and to perform such other legally permissible and proper duties and functions as the Mayor and City Council shall, from time to time, assign. Rief agrees to discharge the duties of City Manager in a professional and reasonable manner and in accordance with the Scottsbluff Municipal Code and Nebraska State Statute, as, from time to time, they may be amended. City Code 6-2-35 requires residence inside corporate limits, exception will be made to Rief to live within 2 miles of the corporate boundary.

2. Term.

A. Rief shall serve at the pleasure of the Mayor and City Council and nothing in this Agreement shall prevent, limit or otherwise interfere with the right of the Mayor and City Council to terminate this Agreement at any time, with or without cause, subject only to the applicable provisions set forth in paragraph 3. of this Agreement.

B. Nothing in this Agreement shall prevent, limit, or otherwise interfere with the right of Rief to resign at any time from his position with the City subject only to the provisions set forth in paragraph 3. of this Agreement.

C. Rief agrees to remain in the exclusive employ of the City until termination or resignation as provided in paragraph 3. of this Agreement. Rief shall not use any confidential information obtained through his position as City Manager for personal gain. Both parties acknowledge that exclusive employment shall mean that Rief shall not accept any outside employment from any source whatsoever without first obtaining written approval from the City. Outside employment shall not be construed to include occasional teaching, writing or consulting performed on Rief’s time off. It is further understood that any activity of this nature outside of the workplace cannot represent a conflict of interest.

D. Rief’s job performance shall be evaluated on a bi-annual basis for the first year of employment, annually in the second year of employment and thereafter.

3. Termination.

A. The Mayor, with the approval of City Council, shall have the right at any time during the term of this Agreement to terminate Rief for just cause. "Just Cause" is defined as: (i) a conviction for a felony or any misdemeanor involving moral turpitude, (ii) breach of this Agreement, (iii) commission of any dischargeable offense as defined in the personnel rules for the City, (iv) neglect of duty, (v) unprofessional conduct, (vi) insubordination, (vii) physical or mental incapacity, or (viii) any other conduct which substantially interferes with the continued performance of duties.

B. If Rief tenders his resignation, he agrees to give forty-five (45) days advance written notice.

C. The parties acknowledge that the Ordinances of the City provide that the City Manager shall be appointed by the Mayor with the approval of the majority of the City Council, and may be removed at any time by the Mayor with the approval of the majority of the City Council. It is, therefore, not possible for the City to offer Rief any guaranty of continued employment. To induce Rief to serve in the position of City Manager, it is in the best interests of the City to provide a severance package in the event Rief's employment by the City is terminated. All sums payable to Rief pursuant to this Agreement are compensation for services rendered before payment is made or agreed to be made. Prior to receipt thereof, and as consideration for such payments and benefits, Rief shall execute and deliver to the City a general release of the City and its Council Members, officers, agents and employees for all act and actions while Rief was City Manager. At the start of employment, the City agrees to pay Rief on the City's regular pay days, six (6) months' severance increasing by one (1) month for each year of service limiting out at twelve (12) months' severance in the case of termination for other than Just Cause or resignation. This severance shall include City-paid family health, dental, vision, retirement, life and long-term disability, vehicle and cell phone allowance for the duration of the severance.

D. Upon resignation, Rief will be available for assistance to the City as needed. Rief will also cooperate as needed with the City's legal counsel on the prosecution of or defense of lawsuits where the testimony of Rief is necessary.

E. At any time during the term of this Agreement, the City may in its discretion review and adjust the salary of Rief, but in no event shall Rief be paid less than the salary set for in paragraph 4.A. of this Agreement, except by mutual written agreement between Rief and the City. Such adjustments, if any shall be made pursuant to a lawful governing body action. In such event, the City and Rief agree to provide their best efforts and reasonable cooperation to execute a new agreement incorporating the adjusted salary.

F. If the City refuses, following written notice, to comply with any provisions of this Agreement benefiting Rief or Rief resigns following a formal suggestion by the City that he resign, then Rief may, at his option, be deemed to be "terminated" on the effective date of Rief's resignation and Rief shall also be entitled to receive the termination benefits set forth in paragraph 3.C.

G. Rief shall be compensated for all accrued vacation, sick leave, and all paid holidays at the time of termination/resignation. At Rief's discretion, he may choose to have this paid out as a lump sum or may choose to have the monies allocated to a deferred compensation account of his choosing. If the amount of the contribution exceeds the limit under the Internal Revenue Code for contribution to the deferred compensation plan, the remainder shall be paid to Rief in a lump sum as taxable compensation.

4. Compensation.

A. The initial salary will be One Hundred and Fifty Thousand Dollars (\$150,000.00) annually. Said compensation shall be paid in installments at the same time as other employees of the City are paid.

B. The City agrees it will review Rief's job performance on a bi-annual basis for the first year of employment and annually thereafter. Rief's compensation and other benefits will be adjusted with a five percent (5%) introductory and merit increase that is equal to the standards stated for all other City employees upon each satisfactory performance review, as referenced in Section 4 of the City's Personnel Manual. Increases will be implemented on Rief's start date anniversary, unless otherwise agreed upon. Rief understands he is considered an exempt employee for overtime pay.

C. Provided, an increase of compensation to other City employees based on COLA, will also be given to Rief, at a minimum.

5. Automobile.

In addition to the compensation, Rief shall receive Three Hundred and Fifty Dollars (\$350.00) per month as a monthly reimbursement allowance for the use of his personal automobile while in the performance of his duties. Rief shall bear all maintenance, insurance, and other expenses in connection with the operation of his automobile.

6. Telephone.

The City shall reimburse Rief One Hundred Dollars (\$100.00) per month for cellular telephone for City business.

7. Moving Allowance.

The City shall pay Rief Fifteen Thousand Dollars (\$15,000.00) for moving expenses.

Upon signed agreement, the City will pay 50% of these expenses to Rief up front in an installment of Seven Thousand Five Hundred Dollars (\$7,500) and on February 1, 2021 will pay Rief the second installment of Seven Thousand Five Hundred Dollars (\$7,500)..

8. Professional Development.

A. The City agrees to budget and pay the travel and subsistence expenses of Rief for professional and official travel, meetings and occasions adequate to continue the professional development of Rief and to adequately pursue necessary official and other committees thereof which Rief serves as a member. Rief shall use good judgment in his outside activities so he will not neglect his primary duties to the City.

B. The City will budget and pay the professional dues and subscriptions for Rief which are necessary for Rief's continued participation in national, regional, state and local associations necessary and desirable for Rief's continued professional participation, growth and advancement.

C. The City recognizes the desirability of representation in and before local civic and other organizations. Rief is authorized to become a member of such civic clubs or organizations as deemed appropriate by him at the City's expense.

9. Expenses and Bond.

The City shall reimburse Rief for payment of City business expenses while conducting official City business as long as not in conflict with established rules and regulations of the Nebraska Accountability Commission or other provisions of this Agreement. The City also agrees to pay for any fidelity or other bond required as City Council may approve.

10. Employment Benefits.

The City agrees to provide such employment benefits to Rief as it provides to other City employees, including health insurance, dental insurance, vision insurance, disability insurance, holidays, personal leave, bereavement leave, and funeral leave..

11. Vacation.

The City will provide Rief with twenty (20) days of vacation per year (earned at a rate of 6.15 hours per pay period). The City will grant ten (10) of the vacation days upfront at the start of Rief's employment. Rief will carry over accrued vacation at the ten (10) year level of the personnel policy of two hundred forty (240) hours.

12. Retirement Plan.

At the start of employment with the City, Rief will contribute three percent (3%) of his gross pay and the City will match the three percent (3%) contribution. Rief will be considered vested at the start of employment. The City will contribute an additional six percent (6%) of Rief's pay toward a deferred compensation plan of Rief's choosing. Rief may make voluntary contributions to the deferred compensation plan however, it is not a requirement.

13. Group Life Insurance.

The City will provide Rief with life insurance in the amount of one (1) times Rief's current base salary.

14. Sick Leave.

The City will provide Rief with twelve (12) days of sick leave per year (earned at a rate of 3.69 hours per pay period) and will begin earning at start of employment. The City will grant ten (10) sick leave days upfront at the start of Rief's employment

15. Hours of Work.

It is understood that the position of City Manager requires attendance at evening meetings and occasionally at weekend meetings. It is understood by Rief that additional compensation and compensatory time shall not be allowed for such additional expenditures of time. It is further understood that Rief may absent himself from the office to a reasonable extent in consideration of extraordinary time expenditures for evening and weekend meetings at other normal working hours.

16. Other Terms and Conditions.

The Mayor and City Council shall fix any other terms and conditions of employment as it may determine from time to time, relating to the performance of Rief, provided such terms and conditions are not inconsistent with or in conflict with provisions of this Agreement or of applicable law. Except to the extent otherwise provided, the regulations and rules of the City relating to employment and employment benefits as they now exist or hereinafter may be amended shall apply to Rief as they would to other employees of the City.

17. General Provisions.

- A. This Agreement outlines the entire agreement between the parties.
- B. This Agreement shall be binding upon the parties and shall inure to the benefit of the personal representative and heirs of Rief.
- C. This Agreement and all amendments, alterations, or additions shall be in writing, shall be approved by the Mayor and City Council and Rief, shall be filed with the City Clerk, and an executed copy furnished to each of the parties.
- D. This Agreement shall be construed according to the laws of the State of Nebraska.
- E. If any of the provisions or any portion hereof, contained in this Agreement is held to be unconstitutional, invalid or unenforceable, the remainder of the Agreement or portion thereof, shall be deemed severable, and shall be affected and shall remain in full force and effect.
- F. In the event of any conflict between the terms, conditions and provisions of this Agreement and the provisions of the City's policies, or City's ordinance or the City's rules and regulations, or any permissive state or federal law, then, unless otherwise prohibited by law, the



terms of this Agreement must take precedence over contrary provisions of the City's policies, ordinances, rules and regulations or any such permissive law during the term of this Agreement.

18. Ethical Commitments.

Rief will at all times uphold the tenets of the International City/County Management Association ("ICMA") Code of Ethics. Specifically, Rief shall not endorse candidates, make financial contributions, sign or circulate petitions, or participate in fundraising activities for individuals seeking or holding elected office, nor seek or accept any personal enrichment or profit derived from confidential information or misuse of public time. The City shall support Rief in keeping these commitments by refraining from any order, direction or request that would require Rief to violate the ICMA Code of Ethics. Specially, neither the City Council nor any individual member of the City Council shall request Rief to endorse any candidate, make any financial contribution, sign or circulate any petition, or participate in any fundraising activity for individuals seeking or holding elected office, nor to handle any matter of personnel on a basis other than fairness, impartiality and merit. Rief's refusal to comply with a directive that violates the ICMA Code of Ethics shall in no event serve as a cause of Termination.

[SIGNATURE PAGE WILL FOLLOW]

[SIGNATURE PAGE FOR EMPLOYMENT AGREEMENT]

CITY OF SCOTTSBLUFF, NEBRASKA

By \_\_\_\_\_  
Mayor

ATTEST:

\_\_\_\_\_  
City Clerk

# **City of Scottsbluff, Nebraska**

**Monday, December 21, 2020**

**Regular Meeting**

## **Item Reports6**

**Council to discuss and consider action on giving direction to staff involving language to amend the Scottsbluff Municipal Code with regards to the City Manager residence requirement.**

**Staff Contact: Rick Kuckkahn, Interim City Manager**

**6-2-2. Same; residence.**

The City Manager and Assistant City Manager must reside within the corporate limits of the City. Except as otherwise provided in the Municipal Code, the City Clerk and all department heads must reside within Scotts Bluff County. (Ord. 3282, 1993)

# **City of Scottsbluff, Nebraska**

**Monday, December 21, 2020**

**Regular Meeting**

## **Item Reports<sup>7</sup>**

**Council to discuss and consider action on a Reserve Account Agreement with the City of Gering; authorize the Mayor to sign the Agreement or give direction to staff.**

**Staff Contact: Rick Kuckkahn, Interim City Manager**

**GERING AND SCOTTSBLUFF  
INTERLOCAL COOPERATIVE AGREEMENT  
FOR THE EXPENDITURE OF RESERVE ACCOUNT FUNDS**

This Interlocal Cooperative Agreement for the expenditure of Reserve Account funds ("Reserve Account Agreement") made between the City of Scottsbluff, Nebraska, a municipal corporation ("Scottsbluff") and the City of Gering, Nebraska, a municipal corporation ("Gering").

WHEREAS, the Interlocal Cooperation Act, at Nebraska Revised Statute §13-801 et.seq. provides that two or more public agencies may enter into an agreement for the joint or cooperative action, and this Agreement is made and entered into pursuant to the provisions of the Act; and

WHEREAS, Gering and Scottsbluff desire to make the most efficient use of their taxing authority and other powers to enable them to cooperate with each other on the basis of mutual advantage to provide a facility and solid waste disposal services for the residents in a manner pursuant to the most efficient provision of solid waste disposal services; and

WHEREAS, Gering and Scottsbluff have entered into an Agreement for the construction of a new landfill and sanitation services dated July 2, 2007 (hereinafter "2007 Agreement") in which they agreed they would partner in the siting, construction and operation of a new solid waste disposal facility. Pursuant to that 2007 Agreement, Gering and Scottsbluff have accumulated funds for the siting and construction of a new solid waste disposal facility and established a non-refundable "Reserve Account for New Landfill Site" which is subject to forfeit.

NOW, THEREFORE, in consideration of the mutual covenants contained in this Reserve Account Agreement, it is agreed by the parties as follows:

1. DEFINITIONS. For the purpose of this Reserve Account Agreement, the following definitions apply:
  - a. Solid Waste Disposal Facility shall mean (a "Facility") and site owned jointly by Gering and Scottsbluff for the processing, treatment and disposal of solid waste.
  - b. Participant means an entity which is a public agency within the meaning of the Interlocal Cooperation Act, including Gering and Scottsbluff, which is either a "county" or a "municipality" within the meaning of such terms as defined in the Integrated Solid Waste Management Act and a signatory to this Agreement, regardless of when the signing occurs.
  - c. Reserve Account means the non-refundable "Reserve Account for New Landfill Site" identified in paragraph 10 of the 2007 Agreement, which is subject to forfeit. The 2007 Agreement is attached hereto as Exhibit "A" and incorporated fully herein by reference.
2. NO SEPARATE LEGAL ENTITY. No separate legal or joint entity shall be created by this Reserve Account Agreement.

3. PURPOSE.

a. The purposes of this Reserve Account Agreement are to carry out those public powers, duties and obligations of the governing bodies of Gering and Scottsbluff relating to expenditure of Reserve Account funds for the siting, funding, development, and construction of a site for a Solid Waste Disposal Facility.

b. In order to obtain the objectives and purposes of this Reserve Account Agreement, Gering and Scottsbluff will observe the applicable provisions of this Reserve Account Agreement in good faith and will cooperate with all or any other Participants that may become party to this Reserve Account Agreement when possible.

4. TERM.

a. This Reserve Account Agreement shall be effective the \_\_\_\_\_ day of \_\_\_\_\_, 2020, and continue in full force and effect for the life of the currently existing Gering Landfill, or until a future Interlocal Agreement is entered into by Gering and Scottsbluff for the operation of a new joint solid waste disposal facility, whichever occurs sooner. Both Gering and Scottsbluff agree to participate jointly with any and all other parties that may become a signatory on this or any future Agreement and to conduct the activities described herein jointly and in equal partnership with one another.

b. After this Reserve Account Agreement is signed, any other county, city, political subdivision or other public agency meeting the requirements set forth in the Interlocal Cooperation Act, may from time to time become a Participant by the execution of this Reserve Account Agreement or future Interlocal Agreement, upon the unanimous approval of Gering and Scottsbluff.

5. TERMINATION.

a. In the event Gering or Scottsbluff withdraws from this Reserve Account Agreement, including any other Participant that becomes a Participant in the future, that Participant will forfeit any and all money contributed into the Reserve Account pursuant to Paragraph 10 of the 2007 Agreement, but will continue to be a responsible Participant for its pro-rata share of any liability entered into while a Participant. In the event Gering or Scottsbluff withdraws from this Reserve Account Agreement, or fails to participate in a new solid waste disposal facility, the failing party shall forfeit any interest in real or personal property to the extent such property was acquired by the parties using Reserve Account funds pursuant to this Agreement, such forfeiture shall be to the same extent as the failing parties cumulative contributions to the Reserve Account identified in paragraph 10 of the 2007 Agreement.

b. Gering, Scottsbluff, or other Participant, may withdraw from this Reserve Account Agreement upon one year's written notice to the other Participants. If Gering or Scottsbluff

withdraw from this Agreement, the withdrawing City shall be considered to have failed to participate in the joint effort to site and build a new landfill pursuant to Paragraph 10 of the 2007 Agreement.

6. **ENFORCEMENT.** In the event that either Participant fails to perform its obligations pursuant to this Reserve Account Agreement, written notice will be given to the Participant specifying the failure to perform and establishing a reasonable period for the Participant to fulfill its obligations. The Participants shall work together in good faith to resolve any dispute regarding performance. If the failing Participant continues to fail to perform its obligations, the other Participant may immediately terminate the failing Participant's participation in this Reserve Account Agreement. This will not limit the right of the any Participant to enforce the rights and obligations established herein or in any service agreement including the 2007 Agreement. Any Participant so terminated shall remain obligated to fulfill its contractual obligations under any service agreement including the 2007 Agreement, unless those obligations are terminated under this Reserve Account Agreement or future Interlocal Agreement.

7. **ADMINISTRATORS.** Gering's City Administrator, or his or her Designee, and Scottsbluff's City Manager, or his or her Designee, shall be considered co-administrators of this Reserve Account Agreement and shall be responsible for administering the cooperative undertaking set forth herein. All decisions made pursuant to this Reserve Account Agreement shall be made by unanimous consent of both co-administrators. Any decision made pursuant to this Reserve Account Agreement without the unanimous consent of both co-administrators shall be null and void. Both of the administrators agree to expend funds from the Reserve Account by unanimous consent of both co-administrators for the siting, funding, and construction of a new joint solid waste disposal facility pursuant to all applicable laws, rules and regulations as set forth by the Nebraska Department of Environmental Quality and shall perform all the duties and functions to administer this Reserve Account Agreement upon the direction of their respective Mayors and City Councils.

- a. The duties of the co-administrators shall include, but not be limited to, the following:
  - (i) Supervising the attainment of the objectives and purposes of this Agreement and making recommendations to the Participant's governing bodies;
  - (ii) Administering the terms and conditions of this Agreement;
  - (iii) Administering the powers of this Agreement; and
  - (iv) Specifying the duties and authorities of any other committees or working groups that may be established from time to time by the Co-Administrators.
- b. The governing bodies of Gering and Scottsbluff shall expressly reserve certain duties under this Reserve Account Agreement which shall include:
  - (i) Approving additional Participants;
  - (ii) Termination of Agreement;

- (iii) Enforcement of parties obligations;
- (iv) Amending this Agreement;
- (v) Financing of any personal or real property purchase; and
- (vi) Providing directives to their respective co-administrator with respect to all aspects of carrying out the undertaking set forth herein.

8. MANNER OF ACQUIRING, HOLDING AND DISPOSING OF REAL AND PERSONAL PROPERTY. Both Gering and Scottsbluff shall jointly cooperate and shall jointly have the authority to acquire, hold and dispose of real property and personal property needed for the joint operation of the Solid Waste Disposal Facility. Bids or quotes for personal property which may be acquired pursuant to this Reserve Account Agreement shall be submitted through co-administrators and presented to the Participants governing body. Once approved, all invoices submitted shall be paid out of the Reserve Account funds, or in the event that said expenditure exceeds the available Reserve Account funds in whole or in part, said expenditure shall be divided equally and paid for by each Participant's budgetary process and the personal property shall be held in the name of the Participant which instigated the purchase, but said property shall be used for purposes related to this Reserve Account Agreement only upon unanimous consent of both co-administrators.

9. INCOME, FINANCING AND BUDGETING. The siting, study, evaluation, establishment, development, funding, construction and operation of the solid waste disposal Facility will be on an equal basis between each Participant. The cost to purchase equipment and operating supplies, as well as the cost of personnel to operate the Facility shall be divided equally between the Participants or as the Participants shall agree. All income or losses generated from the operation of the Facility shall be divided equally between the Participants or as the Participants agree. This Reserve Account Agreement will be financed by the Participants through their regular budgetary process.

10. AMENDMENT OF AGREEMENT. This Reserve Account Agreement may only be amended by the unanimous consent of all Participants to this Reserve Account Agreement. The amendment must be in writing and signed by both parties.

11. GOVERNING LAW. This Reserve Account Agreement shall be construed in accordance with and governed by the laws of the State of Nebraska.

12. SEVERABILITY. If any provision of this Reserve Account Agreement shall be declared invalid or unenforceable by a court of competent jurisdiction, such declaration shall not affect the validity of the remaining provisions of this Agreement.

13. COUNTERPARTS. This Reserve Account Agreement may be executed in two or more counterparts, each of which shall be deemed an original but all of which together shall be and constitute one in the same instrument.

14. BINDING AGREEMENT. This Reserve Account Agreement shall be binding upon the parties and their successors in interest.



15. 2007 AGREEMENT. The 2007 Agreement and Addendum shall continue in full force and effect. This Reserve Account Agreement shall not be considered a waiver of any legal or equitable right that has arisen or may arise in the future with respect to the 2007 Agreement and Addendum. Any terms, conditions or provisions in this Reserve Account Agreement which shall contravene the 2007 Agreement and Addendum are to be considered null and void.

16. INTERLOCAL AGREEMENT FOR THE OPERATION OF A SOLID WASTE DISPOSAL FACILITY. Gering and Scottsbluff, and any other Participant, agree that a future interlocal agreement will be needed to establish the rights and responsibilities of parties with respect to solid waste disposal issues for a new joint facility, including but not limited to the funding, operation, maintenance, repair, and eventual closure of the new joint solid waste disposal facility. Gering, Scottsbluff, and any other Participant agree to work together in good faith to set forth those rights and responsibilities in a future interlocal agreement.

IN WITNESS WHEREOF we have subscribed our names this \_\_\_\_ day of \_\_\_\_\_, 2020

CITY OF GERING, NEBRASKA,

By: \_\_\_\_\_  
Mayor

Attest : \_\_\_\_\_  
City Clerk

CITY OF SCOTTSBLUFF, NEBRASKA,

By: \_\_\_\_\_  
Mayor

Attest : \_\_\_\_\_  
City Clerk

# **City of Scottsbluff, Nebraska**

**Monday, December 21, 2020**

**Regular Meeting**

## **Item Reports8**

**Council to receive an update from the City of Gering regarding a new solid waste disposal site and discuss and consider action on the Solid Waste Disposal Site Exploration Agreement and Option to Purchase and authorize the Mayor to sign the Agreement.**

**Staff Contact: Rick Kuckkahn, City Manager**

**SOLID WASTE DISPOSAL SITE EXPLORATION AGREEMENT  
AND OPTION TO PURCHASE**

This Solid Waste Disposal Site Exploration Agreement and Option to Purchase (“Agreement”) is made and entered into this \_\_\_\_ day of December, 2020, by and between the City of Gering, Nebraska and the City of Scottsbluff, Nebraska (hereinafter “City”), both political subdivisions of the State of Nebraska with its principal office located at 1025 P Street, P.O. Box 687, Gering, NE 69341 and 2525 Circle Drive, Scottsbluff, NE 69361 and F X Land Company, A Nebraska Corporation, whose address is P.O. Box 166, Scottsbluff, NE 69363 (herein after “Landowner”). The term “Parties” as used herein refers to the City and the Landowner collectively.

**WITNESSETH:**

WHEREAS, City desires to enter onto the Property, described below, owned by Landowner, for the purposes of evaluating said Property for suitability as a new solid waste disposal site for the City and associated uses; and

WHEREAS, if City concludes that the Property meets or exceeds the standards for solid waste disposal sites and is suitable for such use, City desires an option to purchase all or a portion of the described Property to locate a new solid waste disposal site thereon; and

WHEREAS, Landowner desires to enter into this Agreement and allow City to take such actions as more specifically described below to evaluate the Property for the desired use, and the Landowner desires to sell all or a portion of the Property described below for City’s desired use; and

NOW THEREFORE, in consideration of the above and mutual covenants and agreements contained herein, it is hereby agreed by and between the Parties as follows:

**ARTICLE 1  
The Property**

The Property subject to this Agreement consists of up to 300 acres located within the South half (S1/2) of Section 19, and the North half (N1/2) of Section 30, all in Township 25 North, Range 56 West of the 6<sup>th</sup> P.M. Sioux County, Nebraska (“Property”).

**ARTICLE 2  
Access to the Property and Activities on the Property**

Landowner hereby agrees that City, its staff, representatives, employees, designees, and contractors shall have full and unrestricted access to the Property for a period of one (1) year, beginning the date this Agreement is entered, to: (A.) conduct geotechnical investigations that may include drilling and constructing up to eight (8) ground water monitoring wells and twelve (12) soil borings; (B.) Conduct surveys to create a topographic site survey conducted by a Nebraska licensed surveyor which may utilize an unmanned aerial vehicle (“UAV”) if appropriate; (C.) Conduct a cultural resource survey to determine areas of historical significance;

and (D.) Conduct a threatened and endangered species (“T&E”) survey, including both flora and fauna, and mapping of critical habitat and vegetation types if necessary. Limited ATV use may be required.

### **ARTICLE 3**

#### **Option to Purchase**

In consideration of the mutual covenants contained herein, the non-refundable option fee paid by City to Landowner, and other valuable consideration, Landowner grants to City, an exclusive Option to Purchase up to 300 contiguous acres located within the boundaries of the Property, for the sum of \$2,355.00 per acre purchased. Such Property shall be selected by City so as to exclude the Property on which Landowner has an existing water well, well infrastructure and water pipeline. In the event City is unable to select suitable acres for its purposes that excludes the water well and pipeline, City shall drill and establish another comparable water well, well infrastructure and pipeline to replace the well and pipeline taken by City. In the event City exercises its option to purchase, and closes on the purchase, the purchase price shall be paid by City to Landowner as follows:

- A. City shall pay the sum of \$20,000.00 as down payment and earnest money deposit at the time City exercises its option. Such sum shall be paid to or deposited with the Closing Agent, to be retained and distributed to Landowner by Closing Agent at the time of closing.
- B. The non-refundable option fee of \$25,000, identified in Article 4 herein, and paid by City shall be credited against the purchase price.
- C. The remaining purchase price shall be paid by City in immediately available funds.
- D. Landowner agrees that in consideration of the non-refundable option fee herein, Landowner will not sell the Property to any other Buyer than the City for a period of five years from date of signing of this Agreement.

### **ARTICLE 4**

#### **Compensation**

City agrees to pay Landowner the non-refundable sum of \$25,000.00 to enter the Property and conduct and complete its evaluations to determine the suitability of the Property for the desired use, and as consideration for the option to purchase Property provided for herein. Should the Property prove suitable for the desired use and if City wishes to exercise the option to purchase provision of this Agreement (Article 3), City shall pay Landowner the sum of \$2,355.00 per acre of Property purchased for the location of a new solid waste disposal site. To determine the number of acres to be purchased, City shall pay all survey costs and expenses. Payment for the purchase of the Property under the option to purchase shall be made as hereafter provided. In the event the activities of City in exploring and investigating the suitability of the Property for City’s intended purpose shall cause any damage to other Property of Landowner not purchased by City, City shall remediate and restore such damage to return the Property to the

condition it was in before City undertook its activities, or pay to Landowner the reasonable cost to restore such Property. In the event City elects not to exercise its option to purchase, City shall likewise remediate and restore the Property of Landowner as provided for herein, or pay Landowner the reasonable cost to be incurred in making such restoration. All such damage payments or restoration and or remediation costs shall be in addition to the compensation provided for in this Article.

## **ARTICLE 5**

### **Title, Conveyance, Insurance, and Closing Costs**

If City decides to exercise its option to purchase, the conveyance of title by Landowner shall be by Warranty Deed to City. The Warranty Deed shall include satisfactory representations and warranties of marketable title. City shall initiate the request for title insurance. The costs of title insurance shall be paid by City. If there are title defects, City may either (a) if defects cannot be cured by designated closing date, cancel this Agreement; (b) accept title as is, or (c) if defects are such that they can be remedied within a reasonable time, permit Landowner time to cure defects at City's expense.

The recording fees shall be the responsibility of City and the documentary stamp tax for the filing shall be the responsibility of Landowner.

## **ARTICLE 6**

### **Taxes**

The Landowner shall pay all real estate taxes levied against the Property for all years prior to the year of Closing along with all special assessments levied on the Property in full. The real estate taxes for the year of the Closing shall be prorated between the parties to the Closing Date based on the most recent tax statement available. The Landowner represent it has not received any notice of any special assessments which affect the Property and to the Landowner's knowledge, no such assessments are pending or contemplated.

### **Closing Date**

The Closing Date of the sale shall be such date as mutually agreed between City and Landowner, but shall be within 30 days of the date the Landowner is sent written notification of the City's decision to exercise the option to purchase.

## **ARTICLE 7**

### **DEFAULT**

In the event City, after exercising its option to purchase, shall default and fail to close on such purchase as provided for herein, Landowner shall retain the down payment and earnest money deposit of City as liquidated damages arising out of the default by City, and this Agreement shall be of no further force or effect. In the event Landowner shall default and fail to close on the sale to City, City shall be entitled to pursue any and all remedies provided by law or in equity, against Landowner, arising out of the default by Landowner.

## **ARTICLE 8 ACCESS EASEMENT**

In consideration of the purchase of Property by City, the payment of the sum of One Dollar(\$1.00), and for other valuable consideration, Landowner grants to City a Perpetual Access Easement, over and across the Property retained by Landowner to the closest public road, along a route to be determined at the time City exercises its Option to Purchase, and the Property to be purchased has been identified. Such Easement shall be along the most practicable direct route to the public road, and shall be established in such fashion as to minimize the interference of the access easement to the retained Property of Landowner. The dimensions of the access easement shall be sufficient to provide a suitable road for commercial truck traffic to reach the Property purchased by City, but shall not exceed a width of 100 feet. It shall be the responsibility of City to develop and maintain the roadway in such fashion as to prevent damage to any of Landowner's retained land.

## **ARTICLE 9 Miscellaneous**

9.1 **Interpretation.** The terms and conditions hereof represent the results of bargaining and negotiations between the Parties, and neither of which has acted under duress or compulsion, whether legal, economic or otherwise. Consequently, the terms and conditions hereof shall be interpreted and construed in accordance with their usual and customary meanings, and the Parties hereby expressly waive and disclaim, in connection with interpretation and construction hereof, any rule of law or procedure requiring otherwise, specifically including, but not limited to, any rule of law to the effect that ambiguous or conflicting terms or conditions contained herein shall be interpreted or construed against the drafting party.

9.2 **Governing Law.** This Agreement shall be deemed to have been made and executed in the State of Nebraska and the validity, construction, interpretation, effect and enforcement thereof shall be governed by the laws of the State of Nebraska.

9.3 **Severability.** The various terms, provisions, and covenants herein contained shall be deemed to be separable and severable, and the invalidity or unenforceability of any of them shall in no manner affect or impair the validity or enforceability of the remainder thereof.

9.4 **Counterparts.** This Agreement may be executed simultaneously in two or more counterparts, each of which shall in such event be deemed an original, but all of which together shall constitute one and the same instrument. The Parties agree to accept signatures transmitted by facsimile except on documents to be made a part of the public record.

9.5 **Assignment.** This Agreement shall not be assigned by City without the written consent of Landowner and any attempted assignment without such consent shall be void.

9.6 **Captions.** The paragraph headings or captions appearing in this Agreement are for convenience only, are not a part of this Agreement and are not to be considered in interpreting this Agreement.

9.7 **Survival.** Subject to all of the terms, covenants, conditions, representations, warranties, indemnities and agreements contained in this Agreement shall survive and continue in force and effect and shall be enforceable for a period of ten (10) months after the closing.

9.8 **Entire Agreement and Amendments.** This Agreement, the exhibits and schedules attached hereto and other documents delivered pursuant to the provisions hereof, set forth the entire agreement between Landowner and City with respect to the transactions contemplated hereby or related thereto, superseding in all respects any and all prior oral or written agreements or understandings relating thereto. This Agreement shall be amended or modified only by a written instrument signed by both Landowner and City.

IN WITNESS WHEREOF, Landowner and City have caused this Agreement to be executed by duly authorized representatives as of the date first set forth above.

CITY OF GERING, NEBRASKA

F X LAND COMPANY, A Nebraska Corporation, LANDOWNER

BY: \_\_\_\_\_  
NAME: \_\_\_\_\_  
TITLE: \_\_\_\_\_

BY: \_\_\_\_\_  
NAME: David Laucomer  
TITE: President

CITY OF SCOTTSBLUFF, NEBRASKA

BY: \_\_\_\_\_

NAME: \_\_\_\_\_

TITLE: \_\_\_\_\_

STATE OF NEBRASKA )

