

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

Regular Meeting
January 19, 2021
6:00 PM

1. Roll Call
2. Pledge of Allegiance.
3. **For public information, a copy of the Nebraska Open Meetings Act is available for review.**
4. Notice of changes in the agenda by the city clerk (Additions may not be made to this agenda less than 24 hours before the beginning of the meeting unless added under Item 5 of this agenda.)
5. Citizens with business not scheduled on the agenda (As required by state law, no matter may be considered under this item unless council determines that the matter requires emergency action.)
6. Closed Session
 - a) Council reserves the right to enter into closed session if deemed necessary if the item is on the agenda as per Section 84-1410 of the Nebraska Revised Statutes.
7. Scottsbluff Youth Council
 - a) (Informational only):
8. Consent Calendar: (Items in the consent calendar are proposed for adoption by one action for all items unless any member of the council requests that an item be considered separately.)
 - a) Council to approve the minutes of the January 4, 2021 Regular Meeting.
 - b) Council to approve the absence of Council Member Schaub from the January 4, 2021 Regular Meeting.
 - c) Council to set a public hearing for February 1, 2021 at 6:00 p.m. to consider a Zone Change for Lot 1, Block 1, Frank Properties from Agricultural to Commercial (C-2) Zoning.
 - d) Council to approve the bid specifications for One New or Demonstrator Rotary Mower with a minimum cutting width of 126 inches for the Parks Department and authorize the city clerk to advertise for bids to be received by February 8, 2021 at 1:00 p.m.
9. Claims
 - a) Council to consider and take action on claims of the City.
10. Subdivisions & Public Improvements:

- a) Council to discuss and consider action on a preliminary and final plat of Lot 1, Block 1, Frank Properties and approve the Resolution.
- 11. Resolution & Ordinances:
 - a) Council to discuss and consider action on adopting the International Fire Code, 2018 Edition, and approve the Ordinance. (third and final reading)
 - b) Council to discuss and consider action on an Ordinance amending language in the Municipal Code regarding where the City Manager may reside. (second reading)
- 12. Reports from Staff, Boards & Commissions:
 - a) Council to discuss and consider action on the Certificate of Compliance for Year 2020 for Maintenance Agreement No. 22 with the Nebraska Department of Transportation and authorize the Mayor to sign the Certificate.
 - b) Council to discuss and consider action on the City of Scottsbluff Façade Improvement Grants.
 - c) Council to authorize a study, amounting up to \$10,000, to be conducted on the question of whether portions of the Downtown Corridor are substandard and blighted as defined in the Community Development Law and submit the question to the Planning Commission for its review and recommendation.
 - i) The Downtown Corridor is generally described as along Broadway and nearby streets from East and West Overland to 27th Street.
 - d) Council to acknowledge a letter of intent to apply for grant funding to complete the City's 18th Street Plaza with the Nebraska Department of Economic Development through the Community and Civic Center Financing Fund Program.
 - e) Council to discuss and consider action on authorizing the Mayor to sign the State of Nebraska Department of Economic Development CDBG Contract for Owner-Occupied Property Rehabilitation.
 - f) Council to discuss and consider action on the revised Keep Scottsbluff-Gering Beautiful/Tri-City Stormwater Agreement and authorize the Mayor to sign the Agreement.
- 13. 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.
- 14. Adjournment.

City of Scottsbluff, Nebraska

Tuesday, January 19, 2021

Regular Meeting

Item Closed1

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

Staff Contact:

City of Scottsbluff, Nebraska

Tuesday, January 19, 2021

Regular Meeting

Item Youth Cou 1

(Informational only):

Staff Contact:

City of Scottsbluff, Nebraska

Tuesday, January 19, 2021

Regular Meeting

Item Consent1

Council to approve the minutes of the January 4, 2021 Regular Meeting.

Staff Contact: City Council

The Scottsbluff City Council met in a regular meeting on January 4, 2021 at 6:00 p.m. in the Council Chambers of City Hall, 2525 Circle Drive, Scottsbluff. A notice of the meeting had been published on December 31, 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 31, 2020. Mayor McKerrigan presided and City Clerk Wright recorded the proceedings. The meeting was called to order and the Pledge of Allegiance was recited. Mayor McKerrigan welcomed everyone and informed those in attendance that a copy of the Nebraska Open Meetings Act is posted in the back of the room on the west wall for the public's review. The following Council Members were present: Jeanne McKerrigan, Nathan Green, Jordan Colwell, and Angela Scanlan. Also present were City Attorney Kent Hadenfeldt and Interim City Manager Rick Kuckkahn. Absent: Terry Schaub. Mayor McKerrigan asked if there were any changes to the agenda. There were none. Mayor McKerrigan then asked if any citizens with business not scheduled on the agenda wished to include an item providing the City Council determines the item requires emergency action. There was none.

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

- a) The minutes of the December 21, 2020 Regular Meeting be approved, "YEAS," Colwell, Scanlan, Green, and McKerrigan. "NAYS," None. Absent: Schaub.

Moved by Council Member Green, seconded by Council Member Scanlan, that the following claims, be approved and paid as provided by law out of the respective funds designated in the list of claims dated January 4, 2021, as on file with the City Clerk and submitted to the City Council, "YEAS," Green, Scanlan, McKerrigan, and Colwell "NAYS," None. Absent: Schaub.

CLAIMS

ADVANCE AUTO PARTS,DEV SVCS SHEILA- OIL AND AIR FILTER,39.46; AIRGAS USA, LLC,WELDING GLOVES,78.4; AMAZON.COM HEADQUARTERS,DEP. SUP.,20.85; ANITA'S GREENSCAPING INC,CONT. SRVCS.,255; BAKER & ASSOCIATES INC,23 CLUB ENGINEERING,5755.42; BLACK HILLS GAS DISTRIBUTION LLC,MONTHLY ENERGY BILL,3681.97; BLUFFS FACILITY SOLUTIONS,JAN. SUP.,424.54; CAPITAL BUSINESS SYSTEMS INC.,CONTRACTUAL-PD,73.8; CELLCO PARTNERSHIP,CELL PHONES-PD,1251.94; CITIBANK N.A.,PRINTER TONER FOR CHIEF AND CAPTAIN, SHIPPING,1091.83; CITIBANK, N.A.,SUPP - NUTS & BOLTS,64.8; COLONIAL LIFE & ACCIDENT INSURANCE COMPANY,LIFE & DISABILITY INS,48.7; CONTRACTORS MATERIALS INC.,SIGNING SUPP - BANDING,503.81; CRESCENT ELECT. SUPPLY COMP INC,SUPP - DRILL BIT,99.01; CROELL INC,DEPT

SUP,335.98; CYNTHIA GREEN,MAYOR STAMP,99.75; D & H ELECTRONICS INC.,SUPP - 12V BATTERIES,199.28;DAS STATE ACCOUNTING-CENTRAL FINANCE,MONTHLY LONG DISTANCE,100.57; DAVID M GLENN JR.,TUITION REIMBURSEMENT FY20-21,600; DEINES IRRIGATION, INC,IRRIGATION MOTOR - SOCCER COMPLEX,8128.98;DELGADO LUPE,CONSULTING-PD,50; DUSTIN RIEF,FIRST HALF MOVING EXPENSE,7500; ENERGY LABORATORIES, INC DEPT 6250,SAMPLES,135; FASTENAL COMPANY,UNIT 325,121.57; FEDERAL EXPRESS CORPORATION,POSTAGE,529.99; FLOYD'S TRUCK CENTER SCOTTSBLUFF,ES #825- SEAT CUSHION,230.44; FRANCISCO'S BUMPER TO BUMPER INC,TOW SERVICE-PD,1075; FREMONT MOTOR SCOTTSBLUFF, LLC,VEH MAINT-PD,68; FYR-TEK INC,BREATHING CYLINDER HANDWHEEL SPRING AND NUT,19.25; GENERAL ELECTRIC CAPITAL CORPORATION,DEPT SUP,949.65; HAWKINS, INC.,CHEMICALS,2992; HD SUPPLY FACILITIES MAINTENANCE LTD,DEPT SUP,1025.99; HULLINGER GLASS & LOCKS INC.,BLDG. MAIN.,55; HYDROTEX PARTNERS, LTD,OIL/POWER KLEEN,1971.52; IDEAL LAUNDRY AND CLEANERS, INC.,JAN. SUP.,402.64;INGRAM LIBRARY SERVICES INC,BKS.,109.25; INLAND TRUCK PARTS & SERVICE,EQUIP MAINT,90.68;INTERNAL REVENUE SERVICE,941 DEPOSIT,61772.46; INTRALINKS, INC,MONTHLY BACKUP - PD, ADMIN, WATER,2635; J G ELLIOTT CO.INC.,CC BOND,40; JOHN DEERE FINANCIAL,SUPP - BOLTS & LINKS,97.31; JOHN DEERE FINANCIAL,PATHWAY MARKERS,94.63; JOHN DEERE FINANCIAL,PARKS #330- HYD COUPLERS & ORINGS,179.58; KNOW HOW LLC,BATTERIES AND BOLTS,1329.79; KRIZ DAVIS,ELECT. CORE FOR 27TH & I TRAFFIC SIGNAL,866.43; LAWSON PRODUCTS, INC,CENTRAL GARAGE- MISC SHOP PARTS & MATERIALS,429.35;LEE BHM CORP,NOV BILLING,2076.07; M.C. SCHAFF & ASSOCIATES, INC,ENG. SERVICES FOR AVENUE B OVERLAY PROJECT,12819.5; MATHESON TRI-GAS INC,RENT MACHINES,124.21; MENARDS, INC,SHOP SUPPLIES,1560.91; MID-STATES ORGANIZED CRIME INFORMATION CENTER,MEMBERSHIPS-PD,200; NE CHILD SUPPORT PAYMENT CENTER,NE CHILD SUPPORT PAYABLE,1415.1; NEBRASKA MACHINERY CO,EQUIP MAINT,7355.34; NEBRASKA PUBLIC POWER DISTRICT,ELECTRIC POWER,18596.4; NEBRASKALAND TIRE INC,EQUIP MAINT,28; ONE CALL CONCEPTS, INC,CABLE LOCATES,303.67; PANHANDLE ENVIRONMENTAL SERVICES INC,SAMPLES,270; PANHANDLE HUMANE SOCIETY,JAN 2021 CONTRACT,5383.65; PLATTE VALLEY BANK,EE HSA,10935.6; PT HOSE AND BEARING,DEPT SUP,108.32; REGIONAL CARE INC,HEALTH INS.PREMIUMJANUARY2021,104211.16;RIVERSIDEZOOLOGICALFOUNDATION,CONTRACT, 75000; ROOSEVELT PUBLIC POWER DISTRICT,PUMPING POWER,1847.44; RURAL HEALTH DEVELOPMENT, INC.,LB 840 AGMT,6383.33; S M E C,EE DEDUCTION,123.5; SANDBERG IMPLEMENT, INC,SIDEWALK EDGER,612.47; SCB FIREFIGHTERS UNION LOCAL 1454,FIRE EE DUES,300; SCB IBEW 1597 UNION DUES,SCB IBEW 1597 UNION DUES,479.99; SCOTTSBLUFF POLICE OFFICERS ASSOCIATION,POLICE EE DUES,1053; SCOTTSBLUFF SCREENPRINTING & EMBROIDERY, LLC,UNIFORMS-PD,43.8; SIMON CONTRACTORS,DEPT SUP,406.61; SNELL SERVICES INC.,BLDG. MAIN.,323; STATE HEALTH LAB,SAMPLES,1706; STATE OF NE.,CONTRACTUAL-PD,315; THE PEAVEY CORP,INVEST SUPPL-PD,185.1; TOYOTA MOTOR CREDIT CORPORATION,HIDTA CAR LEASE,343.53; TRAFFIC PARTS, INC,LED BALLS FOR TRAFFIC SIGNALS,4383.29; TWIN CITY AUTO, INC,SNOW PLOW OIL,20.74; TYLER TECHNOLOGIES, INC,MONTHLY UB ONLINE,348; UNION BANK &

TRUST, RETIREMENT CONTRIBUTIONS, 37109.41; UNITED STATES WELDING, CO2 TANK RENTAL, 43.3; US BANK, FIREARMS-PD, 1228.29; WAKEFIELD & ASSOCIATES INC, WAGE ATTACHMENT, 241.6; WESTERN PLAINS BUSINESS FORMS INC, CONSTRUCTION DUMPSTER APPLICATIONS, 345; WYOMING CHILD SUPPORT ENFORCEMENT, WY CHILD SUPPORT, 738.08; ZM LUMBER INC, GORILLA TAPE, 48.63;

City Manager Kuckkahn presented the November 2020 Financial Report reminding Council that due to LB840 Legislation, a limitation of property tax dollars amounting to \$175,000 is allocated to the General Fund. He suggested Council take a look at easing the restriction by way of a ballot question at the next election so property tax dollars can be allocated to the General Fund on a larger scale. The bulk of these funds currently go to transportation, cemetery perpetual care fund, public safety, debt service and capital projects. He went on to add all have substantial cash reserves because of this.

Mr. Kuckkahn also mentioned we are approximately 2% behind on sales tax revenues. He expects this will even out in the months ahead, but they will continue to keep a close look at it.

Ms. Michele Denton, Executive Director of West Nebraska Arts Center was present to discuss a special arts-related wine permit and a Special Designated Liquor License for West Nebraska Arts Center for an Art Exhibit Reception on February 4, 2021 from 4:00-8:00 p.m. Ms. Denton explained the reception is for the Image Open Photography show; the event has been going on for thirty years. Police Chief Kevin Spencer was asked if he had any objections and he commented he has no concerns with this event. Council Member Scanlan moved, seconded by Council Member Colwell to approve the special arts-related wine permit for the West Nebraska Arts Center, 106 East 18th Street and Special Designated Liquor License for an Art Exhibit Reception on February 4, 2021 from 4:00 to 8:00 p.m., “YEAS,” Scanlan, McKerrigan, Colwell, and Green. “NAYS,” None. Absent: Schaub.

Ms. Andrea Margheim, Manager and Member of BDS3C, LLC d/b/a Flyover Brewing Company was present to answer questions regarding approving an indoor area approximately 130 X 25 including outdoor area approximately 25 X 9, located at 1820 Broadway to their existing L, C, and K Liquor Licenses and License Agreement. Ms. Margheim explained they have purchased the building to the south at 1820 Broadway for an expansion to their business. It will be a continuation of their dining room and they will be adding a patio to the front of the building, which will allow for a five feet clearance from the curb. She added she has contacted Development Services and completed the application for permit to Obstruct Sidewalk Public Right-Of-Way. Police Chief Spencer came forward commenting he has no concerns, stating Flyover has had no compliance issues with their licenses. Council Member Scanlan moved, seconded by Council Member Colwell to approve an indoor area approximately 130 X 25 including outdoor area approximately 25 X 9 located at 1820 Broadway for BDS3C, LLC d/b/a Flyover Brewing Company to their existing L, C, and K Liquor Licenses and License Agreement, “YEAS,” Colwell, McKerrigan, and Scanlan. “NAYS,” Green. Absent: Schaub.

Regarding discussing and considering action on the quote from Safe Slide for repair and restoration of both Westmoor Pool Waterslides for \$29,900, Mr. Kuckkahn explained the City is working towards opening the pool for the 2021 season and the slides are critical for success. He is recommending a motion to approve. Council Member Green made a motion, seconded by Council Member Colwell to approve the quote from Safe Slide for repair and restoration of both Westmoor Pool Waterslides for the 2021 season for \$29,900, “YEAS,” McKerrigan, Green, Colwell, and Scanlan. “NAYS,” None. Absent: Schaub.

Council Member Scanlan moved that the statutory rule regarding the Ordinance adopting the International Fire Code 2018 Edition to be read by title on three different days be suspended. This was

seconded by Council Member Colwell, “YEAS,” Colwell, Scanlan, and McKerrigan. “NAYS,” Green. Absent: Schaub. The motion was not approved by three-fourths of the Council Members so therefore the Ordinance will be read by title on three different days.

Council introduced the Ordinance adopting the International Fire Code 2018 Edition and was read by title on second reading: **AN ORDINANCE DEALING WITH THE SCOTTSBLUFF FIRE CODE, ADOPTING PROVISIONS OF THE INTERNATIONAL FIRE CODE 2018 EDITION, WITH EXCLUDED PORTIONS; AMENDING CURRENT CHAPTERS, ARTICLES AND SECTIONS OF THE SCOTTSBLUFF MUNICIPAL CODE BY REPEALING OR REVISING CHAPTER 8, ARTICLES 1, 2 AND 3; CHAPTER 4, ARTICLE 1 AND CHAPTER 23, ARTICLES 2 AND 3; REPEALING PRIOR PROVISIONS OF THE SCOTTSBLUFF MUNICIPAL CODE, PROVIDING FOR PUBLICATION IN PAMPHLET FORM AND PROVIDING FOR AN EFFECTIVE DATE.**

Regarding the Ordinance amending language in the Municipal Code regarding where the City Manager may reside, Legal Counsel Hadenfeldt explained there are two sections in the Municipal Code that deal with the residency of the City Manager and they are both set forth in the Ordinance. He amended the Municipal Code to say the City Manager either has to live in the City or the City’s zoning jurisdiction, which is the two mile extraterritorial zoning jurisdiction.

Council Member Scanlan moved that the statutory rule regarding the Ordinance amending the language in the Municipal Code regarding where the City Manager may reside to be read by title on three different days be suspended. The motion died for lack of a second.

Council then introduced the Ordinance amending language in the Municipal Code regarding where the City Manager may reside and was read by title on first reading: **AN ORDINANCE OF THE CITY OF SCOTTSBLUFF, NEBRASKA, AMENDING CHAPTER 6, ARTICLE 2 OF THE SCOTTSBLUFF MUNICIPAL CODE DEALING WITH THE RESIDENCE OF THE CITY MANAGER, REPEALING PRIOR PROVISIONS OF MUNICIPAL CODE, PROVIDING FOR AN EFFECTIVE DATE AND PROVIDING FOR PUBLICATION IN PAMPHLET FORM.**

Ms. Starr Lehl, Economic Development Director, approached Council regarding an Economic Development Agreement for CS Precision Manufacturing, Inc. Ms. Lehl explained CS Precision Manufacturing, Inc. is a company that manufactures and distributes hydraulic fittings and couplings. With this particular project they are expanding their facility in Gering and adding 36 fulltime jobs with benefits. The grant applied for is \$900,000 and the 36 jobs would be created within five years.

Mr. Scott James, President of CS Manufacturing, Inc. came forward and explained to Council they are looking for assistance to add an additional building to their facility and expand the electro plating line. They are working with the high schools and the college to provide internships and training for employment opportunities. Council Member Colwell made a motion, seconded by Council Member Scanlan to approve an Economic Development Agreement for CS Precision Manufacturing, Inc., “YEAS,” Green, Scanlan, McKerrigan, and Colwell. “NAYS,” None. Absent: Schaub.

Regarding discussing and considering action on authorizing the Mayor to sign the 2020 Rural Workforce Housing Investment Fund Entity Commitment Form, Ms. Lehl explained this is a follow-up to the \$350,000 for Rural Workforce Housing that Council approved at a previous meeting. The form needing signed is required for the grant and is due on January 28th. Council Member Scanlan moved, seconded by Council Member Colwell to approve authorizing the Mayor to sign the 2020 Rural Workforce Housing Investment Fund Entity Commitment Form, “YEAS,” Scanlan, McKerrigan, Colwell, and Green. “NAYS,” None. Absent: Schaub.

Council Member Green made a motion, seconded by Council Member Scanlan to approve appointing Philip Mark Bohl, License S-1103, Class B, as the City of Scottsbluff Street Superintendent

for January 1 through December 31, 2021, for the purpose of the 2021 calendar year Highway Incentive Payment, to be issued to the City, by the Nebraska Department of Transportation, in February 2022, "YEAS," Scanlan, McKerrigan, Colwell, and Green. "NAYS," None. Absent: Schaub.

Mr. Kuckkahn approached Council regarding authorizing payment of a drone flight for a video project from their \$500,000 special projects fund. He explained this activity was authorized without a line item in the budget and he is asking Council if they would consider authorizing payment out of their special projects fund. The video was used to show City Manager candidates our area and will be used for Economic Development. Council Member Scanlan made a motion, seconded by Council Member Colwell to approve authorizing payment for drone flight for a video project from their \$500,000 special projects fund, "YEAS," Colwell, McKerrigan, Green, and Scanlan. "NAYS," None. Absent: Schaub.

Regarding Council Reports, there was nothing to discuss.

Council Member Scanlan moved, seconded by Council Member Green to adjourn the meeting at 6:37 p.m., "YEAS," McKerrigan, Green, Colwell, and Scanlan. "NAYS," None. Absent: Schaub.

Mayor

Attest:

City Clerk

City of Scottsbluff, Nebraska

Tuesday, January 19, 2021

Regular Meeting

Item Consent2

Council to approve the absence of Council Member Schaub from the January 4, 2021 Regular Meeting.

Staff Contact: City Council

City of Scottsbluff, Nebraska

Tuesday, January 19, 2021

Regular Meeting

Item Consent3

Council to set a public hearing for February 1, 2021 at 6:00 p.m. to consider a Zone Change for Lot 1, Block 1, Frank Properties from Agricultural to Commercial (C-2) Zoning.

Staff Contact: Kim Wright, City Clerk

City of Scottsbluff, Nebraska

Tuesday, January 19, 2021

Regular Meeting

Item Consent4

Council to approve the bid specifications for One New or Demonstrator Rotary Mower with a minimum cutting width of 126 inches for the Parks Department and authorize the city clerk to advertise for bids to be received by February 8, 2021 at 1:00 p.m.

Staff Contact: Rick Deeds, Park Superintendent

City of Scottsbluff

Parks and Recreation Department

Specifications

For

Wide Area Mower

January 19, 2021

ROTARY MOWERS WITH A MINIMUM CUTTING WIDTH OF 126 INCHES

1. **Year /Model** – Shall be a new or demonstrator model.
2. **Engine** – 4-cylinder, 60 horse power, turbo charged diesel engine. Engine shall have full pressure lubrication system, replaceable spin on oil filter, fuel pump with mechanical governor. Mechanical fuel pump with hand primer, auto-bleed fuel, cold start glow plug, fuel filter, air cleaner- dual element dry type, Air restriction indicator. Water separator and quiet heat shielded muffler. Engine shall be liquid cooled.
3. **Cooling System** – high flow integral hydraulic fluid cooling assembly with agricultural designed filter screen.
4. **Electrical** – 12 volt minimum, 55 amp alternator, automotive type electrical charging system. Battery should be 650 cold cranking amp.
5. **Drive Train** – Transmission variable speed foot operated hydrostatic transmission with on demand or full time 4-wheel drive, with foot operated differential lock. High speed travel of 14 mph. Minimum. With cruise control.
6. **Brakes** – Foot operated internal wet disc brake, with a parking brake.
7. **Steering** – Automotive type steering system, tilt steering wheel, powered or hydrostatic
8. **Seat** – Deluxe high back lumbar support, air ride, adjustable for and aft, with armrests.
9. **Fuel System** – Fifteen-gallon (15 gallon minimum capacity) diesel with water separator, spin on type fuel filter.
10. **Tires** – 6 ply multi trac or turf type tread. 1 spare tire and wheel for mower tractor drive wheels, tractor steering wheels.
11. **Rops** – standard 2 post with seat belts.
12. **Mower Decks** – cutting width of 126 inches minimum, rear discharge. shall be hydraulic lift and blades shall be hydraulically driven on the cutting units. Decks shall be constructed of 7 gauge or heavier steel, with cutting height adjustments from 1 to 5.5inches, Decks should operate independent of each other.
13. **PTO** – Direct PTO automatic fast response on disengagement to attachment, telescoping U joint type shaft.

14. **Frame** – Heavy duty 11 gauge or heavier welded steel reinforced with square, rectangle tubing or equivalent.
15. **Controls and Console** – Throttle , key ignition switch, light switch, cold start switch, hour meter, high temp shut down switch, fuel gauges, Amp meter, PTO Switch
Implement lift/lower controls, foot operated left and right brake pedal, foot operated ground speed and direction control **Indicator lights** buzzer/light for oil pressure / coolant temperature, lights blade engagement, glow plug light ,
16. **Manuals** – operators, parts manuals, and safe operation DVD.
17. **SMV** - Slow moving vehicle sign.

BID FOR FURNISHING
ONE NEW OR DEMONSTRATOR ROTARY MOWER WITH A
MINIMUM CUTTING
WIDTH OF 126 INCHES

Mayor and City Council
Scottsbluff, Nebraska

Council Members:

I have examined the Notice to bidders, dated January 19, 2021 the Instructions to Bidders and Specifications and submit the following bid to furnish **ONE NEW OR DEMONSTRATOR ROTARY MOWER WITH A MINIMUM CUTTING WIDTH OF 126 INCHES:**

Make	Model	Year	\$ _____ Unit Price
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NET BID \$ _____

Please answer the following questions:

1. Bidder will supply a replacement unit of comparable performance at no charge if either unit purchased cannot be repaired within 24 hours. Yes_____ No_____.
2. Bidder stocks a complete line of replacement parts or can obtain them within 24 hours. Yes_____ No_____.

We agree to effect delivery within _____ days after being awarded the bid. I herewith certify that I will furnish machines that meet or exceed these specifications as written or amended by the City of Scottsbluff if my bid is accepted.

Company_____

By_____

Title_____

**City of
Scottsbluff Notice
to Bidders**

Sealed bids will be received by the City of Scottsbluff, Nebraska at the City Clerk's Office, City Hall, 2525 Circle Drive, Scottsbluff, Nebraska, 69361 until 1:00 p.m., Monday, February 8, 2021 for furnishing **1 NEW OR DEMONSTRATOR ROTARY MOWER WITH A MINIMUM CUTTING WIDTH OF 126 INCHES.**

Bids must be made on the proposal form found in the specifications and submitted in a sealed envelope labeled "Bid on One New or Demonstrator Rotary Mower with a Minimum Cutting Width of 126 inches" to the office of the City Clerk. The city will accept only those sealed bids, either hand delivered or received via the U.S. mail or other commercial carriers. Items transmitted by facsimile will not be accepted.

The City of Scottsbluff reserves the right to reject any and all bids for any reason deemed necessary and to waive irregularities or informalities in any bid received, and to accept any bid which is deemed most favorable to the City of Scottsbluff, at the time and under conditions stipulated in the instructions to bidders. Bids received after the specified time of closing will not be accepted.

/s/Kimberley Wright, City Clerk

Publish-3 times

January 22nd, January 29th, and February

5th

One Affidavit of Publication

City of Scottsbluff, Nebraska

Tuesday, January 19, 2021

Regular Meeting

Item Claims1

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

Staff Contact: Liz Loutzenhiser, Finance Director



City of Scottsbluff, NE

Expense Approval Report

By Vendor Name

Post Dates 1/5/2021 - 1/19/2021

Description (Payable)	Account Name	Amount
Vendor: 10197 - 3R TECHNOLOGY SOLUTIONS INC		
Fund: 621 - ENVIRONMENTAL SERVICES		
DISPOSAL OF E-WASTE RECYCLI...	DISPOSAL FEES	3,538.87
Fund 621 - ENVIRONMENTAL SERVICES Total:		3,538.87
Vendor 10197 - 3R TECHNOLOGY SOLUTIONS INC Total:		3,538.87
Vendor: 08464 - 911 CUSTOM, LLC		
Fund: 111 - GENERAL		
VEH MAINT-PD	VEHICLE MAINTENANCE	75.00
Fund 111 - GENERAL Total:		75.00
Vendor 08464 - 911 CUSTOM, LLC Total:		75.00
Vendor: 00393 - ACTION COMMUNICATIONS INC.		
Fund: 111 - GENERAL		
EQUIP MAINT-PD	EQUIPMENT MAINTENANCE	85.00
EQUIP MAINT-PD	EQUIPMENT MAINTENANCE	177.91
EQUIP MAINT-PD	EQUIPMENT MAINTENANCE	121.42
REPROGRAM ENGINE 1 MOBILE...	DEPARTMENT SUPPLIES	45.00
Fund 111 - GENERAL Total:		429.33
Fund: 621 - ENVIRONMENTAL SERVICES		
INTERNET 1/1/21 - 1/31/21	PHONE & INTERNET	55.00
Fund 621 - ENVIRONMENTAL SERVICES Total:		55.00
Fund: 631 - WASTEWATER		
INTERNET 1/1/21 - 1/31/21	PHONE & INTERNET	55.00
Fund 631 - WASTEWATER Total:		55.00
Vendor 00393 - ACTION COMMUNICATIONS INC. Total:		539.33
Vendor: 02583 - ADVANCE AUTO PARTS		
Fund: 725 - CENTRAL GARAGE		
POLICE #10- BATTERY	EQUIPMENT MAINTENANCE	133.99
WW #661- OIL FILTER	EQUIPMENT MAINTENANCE	3.14
WW #986- OIL FILTER	EQUIPMENT MAINTENANCE	3.14
TRANS STOCK- DEF	EQUIPMENT MAINTENANCE	83.88
PARKS #322- OIL AND AIR FILTER	EQUIPMENT MAINTENANCE	15.73
PARKS #303- OIL AND AIR FILTER	EQUIPMENT MAINTENANCE	12.58
PARKS #307- OIL FILTER	EQUIPMENT MAINTENANCE	3.14
PARKS #396- OIL AND AIR FILTER	EQUIPMENT MAINTENANCE	15.73
PARKS #323- OIL AND AIR FILTER	EQUIPMENT MAINTENANCE	11.18
POLICE #9- OIL AND AIR FILTER	EQUIPMENT MAINTENANCE	9.43
TRANS #425- OIL AND AIR FILTER	EQUIPMENT MAINTENANCE	16.43
TRANS STOCK- AIR FILTER	EQUIPMENT MAINTENANCE	5.24
PARKS #300- OIL AND AIR FILTER	EQUIPMENT MAINTENANCE	11.18
Fund 725 - CENTRAL GARAGE Total:		324.79
Vendor 02583 - ADVANCE AUTO PARTS Total:		324.79
Vendor: 10199 - ALBERT Y OR SHIRLEY B COOPER		
Fund: 213 - CEMETERY		
QUITCLAIM DEED	MISCELLANEOUS	400.00
Fund 213 - CEMETERY Total:		400.00
Vendor 10199 - ALBERT Y OR SHIRLEY B COOPER Total:		400.00
Vendor: 05887 - ALLO COMMUNICATIONS,LLC		
Fund: 111 - GENERAL		
LOCAL TELEPHONE CHARGES	PHONE & INTERNET	238.92
LOCAL TELEPHONE CHARGES	PHONE & INTERNET	70.94

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Description (Payable)	Account Name	Amount
LOCAL TELEPHONE CHARGES	PHONE & INTERNET	34.84
LOCAL TELEPHONE CHARGES	PHONE & INTERNET	37.84
LOCAL TELEPHONE CHARGES	PHONE & INTERNET	160.00
LOCAL TELEPHONE CHARGES	PHONE & INTERNET	141.90
LOCAL TELEPHONE CHARGES	PHONE & INTERNET	328.38
LOCAL TELEPHONE CHARGES	PHONE & INTERNET	1,202.61
LOCAL TELEPHONE CHARGES	PHONE & INTERNET	425.28
LOCAL TELEPHONE CHARGES	PHONE & INTERNET	234.48
LOCAL TELEPHONE CHARGES	PHONE & INTERNET	10.70
Fund 111 - GENERAL Total:		2,885.89
Fund: 212 - TRANSPORTATION		
LOCAL TELEPHONE CHARGES	PHONE & INTERNET	421.37
Fund 212 - TRANSPORTATION Total:		421.37
Fund: 213 - CEMETERY		
LOCAL TELEPHONE CHARGES	PHONE & INTERNET	70.94
Fund 213 - CEMETERY Total:		70.94
Fund: 224 - ECONOMIC DEVELOPMENT		
LOCAL TELEPHONE CHARGES	PHONE & INTERNET	69.44
Fund 224 - ECONOMIC DEVELOPMENT Total:		69.44
Fund: 621 - ENVIRONMENTAL SERVICES		
LOCAL TELEPHONE CHARGES	PHONE & INTERNET	166.89
Fund 621 - ENVIRONMENTAL SERVICES Total:		166.89
Fund: 631 - WASTEWATER		
LOCAL TELEPHONE CHARGES	PHONE & INTERNET	156.63
Fund 631 - WASTEWATER Total:		156.63
Fund: 641 - WATER		
LOCAL TELEPHONE CHARGES	PHONE & INTERNET	181.89
Fund 641 - WATER Total:		181.89
Fund: 661 - STORMWATER		
LOCAL TELEPHONE CHARGES	PHONE & INTERNET	33.77
Fund 661 - STORMWATER Total:		33.77
Fund: 721 - GIS SERVICES		
LOCAL TELEPHONE CHARGES	PHONE & INTERNET	34.84
Fund 721 - GIS SERVICES Total:		34.84
Fund: 725 - CENTRAL GARAGE		
LOCAL TELEPHONE CHARGES	PHONE & INTERNET	35.00
Fund 725 - CENTRAL GARAGE Total:		35.00
Vendor 05887 - ALLO COMMUNICATIONS,LLC Total:		4,056.66
Vendor: 03711 - AMAZON.COM HEADQUARTERS		
Fund: 725 - CENTRAL GARAGE		
CENTRAL GARGE- BOOK FOR CO...SCHOOL & CONFERENCE		377.95
Fund 725 - CENTRAL GARAGE Total:		377.95
Vendor 03711 - AMAZON.COM HEADQUARTERS Total:		377.95
Vendor: 03936 - ANDERSON FORD INC		
Fund: 218 - PUBLIC SAFETY		
CIP-PO-PATROL CARS	EQUIPMENT	39,612.00
CIP-PO-PATROL CARS	EQUIPMENT	37,992.00
Fund 218 - PUBLIC SAFETY Total:		77,604.00
Vendor 03936 - ANDERSON FORD INC Total:		77,604.00
Vendor: 06781 - ASSURITY LIFE INSURANCE CO		
Fund: 713 - CASH & INVESTMENT POOL		
LIFE INSURANCE	LIFE INS EE PAYABLE	32.95
Fund 713 - CASH & INVESTMENT POOL Total:		32.95
Vendor 06781 - ASSURITY LIFE INSURANCE CO Total:		32.95

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Description (Payable)	Account Name	Amount
Vendor: 06936 - AV-TECH ELECTRONICS, INC		
Fund: 218 - PUBLIC SAFETY		
CIP-PO-PATROL CARS	EQUIPMENT	3,854.75
Fund 218 - PUBLIC SAFETY Total:		3,854.75
Vendor 06936 - AV-TECH ELECTRONICS, INC Total:		3,854.75
Vendor: 09843 - AXON ENTERPRISE INC		
Fund: 111 - GENERAL		
EQUIP MAINT-PD	EQUIPMENT MAINTENANCE	442.50
Fund 111 - GENERAL Total:		442.50
Vendor 09843 - AXON ENTERPRISE INC Total:		442.50
Vendor: 00295 - B & H INVESTMENTS, INC		
Fund: 111 - GENERAL		
Dep. Sup. -LIBRARY	DEPARTMENT SUPPLIES	40.50
BLDG MAINT-PD	BUILDING MAINTENANCE	20.25
BLDG MAINT-PD	BUILDING MAINTENANCE	20.25
Dep. Sup. -LIBRARY	DEPARTMENT SUPPLIES	31.00
BLDG MAINT-PD	BUILDING MAINTENANCE	6.00
BLDG MAINT-PD	BUILDING MAINTENANCE	6.00
Fund 111 - GENERAL Total:		124.00
Fund: 212 - TRANSPORTATION		
SUPP - WATER	DEPARTMENT SUPPLIES	25.00
SUPP - WATER	DEPARTMENT SUPPLIES	32.50
Fund 212 - TRANSPORTATION Total:		57.50
Fund: 621 - ENVIRONMENTAL SERVICES		
WATER DELIVERY X 2 BOTTLES	DEPARTMENT SUPPLIES	17.50
WATER DELIVERY X 4 BOTTLES	DEPARTMENT SUPPLIES	32.50
Fund 621 - ENVIRONMENTAL SERVICES Total:		50.00
Vendor 00295 - B & H INVESTMENTS, INC Total:		231.50
Vendor: 00271 - B&C STEEL CORPORATION		
Fund: 111 - GENERAL		
EQUIP MAINT PARK	EQUIPMENT MAINTENANCE	46.35
Fund 111 - GENERAL Total:		46.35
Vendor 00271 - B&C STEEL CORPORATION Total:		46.35
Vendor: 00405 - BLUFFS FACILITY SOLUTIONS		
Fund: 111 - GENERAL		
GROUND MAINTPARK	GROUNDS MAINTENANCE	554.19
DEPT SUPP PARK	DEPARTMENT SUPPLIES	36.00
Jan. Sup.	JANITORIAL SUPPLIES	37.50
Jan. Sup.	JANITORIAL SUPPLIES	49.99
DEPT SUPP ADM	DEPARTMENT SUPPLIES	34.59
JANITORIAL SUPP PARK	JANITORIAL SUPPLIES	208.95
DEPT SUPP ADM	DEPARTMENT SUPPLIES	11.78
DEPT SUPP ADM	DEPARTMENT SUPPLIES	79.99
Jan. Sup.	JANITORIAL SUPPLIES	62.99
Jan. Sup.	JANITORIAL SUPPLIES	54.50
Fund 111 - GENERAL Total:		1,130.48
Vendor 00405 - BLUFFS FACILITY SOLUTIONS Total:		1,130.48
Vendor: 09926 - BROWN CO		
Fund: 111 - GENERAL		
EQUIP MAINT PARK	EQUIPMENT MAINTENANCE	54.32
Fund 111 - GENERAL Total:		54.32
Vendor 09926 - BROWN CO Total:		54.32

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Description (Payable)	Account Name	Amount
Vendor: 10200 - CAMPOS JOEL		
Fund: 111 - GENERAL		
LEGAL FEES-PD	LEGAL FEES	23.45
Fund 111 - GENERAL Total:		23.45
Vendor 10200 - CAMPOS JOEL Total:		23.45
Vendor: 00735 - CAPITAL BUSINESS SYSTEMS INC.		
Fund: 111 - GENERAL		
Cont. Svcs.	CONTRACTUAL SERVICES	91.86
EQUIP MAINT ADM	EQUIPMENT MAINTENANCE	76.73
Fund 111 - GENERAL Total:		168.59
Vendor 00735 - CAPITAL BUSINESS SYSTEMS INC. Total:		168.59
Vendor: 07911 - CELLCO PARTNERSHIP		
Fund: 111 - GENERAL		
CELL PHONES, IPADS, TABLETS	PHONE & INTERNET	20.04
Fund 111 - GENERAL Total:		20.04
Fund: 212 - TRANSPORTATION		
CELL PHONES, IPADS, TABLETS	PHONE & INTERNET	424.40
Fund 212 - TRANSPORTATION Total:		424.40
Fund: 621 - ENVIRONMENTAL SERVICES		
CELL PHONES, IPADS, TABLETS	PHONE & INTERNET	80.16
Fund 621 - ENVIRONMENTAL SERVICES Total:		80.16
Fund: 631 - WASTEWATER		
CELL PHONE / CONT SVC	CONTRACTUAL SERVICES	100.03
CELL PHONE / CONT SVC	CELLULAR PHONE	41.06
CELL PHONES, IPADS, TABLETS	PHONE & INTERNET	30.06
Fund 631 - WASTEWATER Total:		171.15
Fund: 641 - WATER		
CELL PHONE / CONT SVC	CONTRACTUAL SERVICES	60.01
CELL PHONE / CONT SVC	CELLULAR PHONE	41.06
CELL PHONES, IPADS, TABLETS	PHONE & INTERNET	30.06
Fund 641 - WATER Total:		131.13
Fund: 721 - GIS SERVICES		
CELL PHONES, IPADS, TABLETS	PHONE & INTERNET	10.02
Fund 721 - GIS SERVICES Total:		10.02
Vendor 07911 - CELLCO PARTNERSHIP Total:		836.90
Vendor: 10190 - CENTER FOR EDUCATION & EMPLOYMENT LAW		
Fund: 111 - GENERAL		
SCHOOLS & CONF-PD	SCHOOL & CONFERENCE	159.00
Fund 111 - GENERAL Total:		159.00
Vendor 10190 - CENTER FOR EDUCATION & EMPLOYMENT LAW Total:		159.00
Vendor: 07250 - CHRIS REYES		
Fund: 111 - GENERAL		
DEPT SUPPL-PD	DEPARTMENT SUPPLIES	195.00
DEPT SUPP ADM	DEPARTMENT SUPPLIES	279.00
Fund 111 - GENERAL Total:		474.00
Vendor 07250 - CHRIS REYES Total:		474.00
Vendor: 00484 - CITY OF GERING		
Fund: 621 - ENVIRONMENTAL SERVICES		
TRASH DISPOSAL FEES	DISPOSAL FEES	12.60
TRASH & RECYCLING DISPOSAL ...	DISPOSAL FEES	42,243.11
Fund 621 - ENVIRONMENTAL SERVICES Total:		42,255.71
Vendor 00484 - CITY OF GERING Total:		42,255.71

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Description (Payable)	Account Name	Amount
Vendor: 01976 - CLARK PRINTING LLC		
Fund: 111 - GENERAL		
DEPT SUPP COUNCIL	DEPARTMENT SUPPLIES	123.70
Fund 111 - GENERAL Total:		123.70
Vendor 01976 - CLARK PRINTING LLC Total:		123.70
Vendor: 00706 - COMPUTER CONNECTION INC		
Fund: 111 - GENERAL		
CONTRACTUAL-PD	CONTRACTUAL SERVICES	44.00
Fund 111 - GENERAL Total:		44.00
Vendor 00706 - COMPUTER CONNECTION INC Total:		44.00
Vendor: 02995 - CONSOLIDATED MANAGEMENT COMPANY		
Fund: 111 - GENERAL		
SCHOOLS & CONF-PD	SCHOOL & CONFERENCE	127.02
Fund 111 - GENERAL Total:		127.02
Vendor 02995 - CONSOLIDATED MANAGEMENT COMPANY Total:		127.02
Vendor: 02655 - CONTINUUM EAP		
Fund: 812 - HEALTH INSURANCE		
EAP SERVICES 10/1/20 - 9/20/21	CONTRACTUAL SERVICES	5,000.00
Fund 812 - HEALTH INSURANCE Total:		5,000.00
Vendor 02655 - CONTINUUM EAP Total:		5,000.00
Vendor: 09824 - CORE & MAIN LP		
Fund: 641 - WATER		
DEPT SUP	DEPARTMENT SUPPLIES	1,943.31
Fund 641 - WATER Total:		1,943.31
Vendor 09824 - CORE & MAIN LP Total:		1,943.31
Vendor: 05709 - CREDIT BUREAU OF COUNCIL BLUFFS		
Fund: 111 - GENERAL		
FEE & EMPL. SCREENS - DECEM...	CONSULTING SERVICES	61.00
Fund 111 - GENERAL Total:		61.00
Vendor 05709 - CREDIT BUREAU OF COUNCIL BLUFFS Total:		61.00
Vendor: 00406 - CRESCENT ELECT. SUPPLY COMP INC		
Fund: 212 - TRANSPORTATION		
SUPP - FLUORESCENT LAMPS	DEPARTMENT SUPPLIES	57.10
Fund 212 - TRANSPORTATION Total:		57.10
Vendor 00406 - CRESCENT ELECT. SUPPLY COMP INC Total:		57.10
Vendor: 10202 - CS PRECISION MANUFACTURING INC		
Fund: 224 - ECONOMIC DEVELOPMENT		
ECONOMIC DEVELOPMENT	ECONOMIC DEVELOPMENT	750,000.00
Fund 224 - ECONOMIC DEVELOPMENT Total:		750,000.00
Vendor 10202 - CS PRECISION MANUFACTURING INC Total:		750,000.00
Vendor: 07689 - CYNTHIA GREEN		
Fund: 111 - GENERAL		
DEPT SUPP ADM	DEPARTMENT SUPPLIES	41.04
DEPT SUPP ADM	DEPARTMENT SUPPLIES	179.99
DEPT SUPP ADM	DEPARTMENT SUPPLIES	7.49
DEPT SUPP ADM	DEPARTMENT SUPPLIES	24.95
Fund 111 - GENERAL Total:		253.47
Vendor 07689 - CYNTHIA GREEN Total:		253.47
Vendor: 03321 - DALE'S TIRE & RETREADING, INC.		
Fund: 621 - ENVIRONMENTAL SERVICES		
TIRES REPAIRS	VEHICLE MAINTENANCE	333.39
TIRE REPAIRS	VEHICLE MAINTENANCE	328.75
TIRES REPAIR ON RECYCLING T...	EQUIPMENT MAINTENANCE	200.00
Fund 621 - ENVIRONMENTAL SERVICES Total:		862.14

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Description (Payable)	Account Name	Amount
Fund: 631 - WASTEWATER		
VEHICLE MAINT	VEHICLE MAINTENANCE	23.50
	Fund 631 - WASTEWATER Total:	23.50
	Vendor 03321 - DALE'S TIRE & RETREADING, INC. Total:	885.64
Vendor: 06876 - DELL MARKETING LP		
Fund: 218 - PUBLIC SAFETY		
TABLET REPLACEMENT FOR ENG..	DEPARTMENT SUPPLIES	6,178.85
	Fund 218 - PUBLIC SAFETY Total:	6,178.85
	Vendor 06876 - DELL MARKETING LP Total:	6,178.85
Vendor: 09896 - ECONOMY GLASS CO.		
Fund: 111 - GENERAL		
EAST OVERLAND FACADE IMPR...	COMMUNITY DEVELOPMENT	5,400.00
	Fund 111 - GENERAL Total:	5,400.00
	Vendor 09896 - ECONOMY GLASS CO. Total:	5,400.00
Vendor: 06947 - ENFORCEMENT VIDEO, LLC		
Fund: 218 - PUBLIC SAFETY		
CIP-PO-WATCHGUARD SERVER	EQUIPMENT	4,190.00
CIP-PO-WATCHGUARD SERVER	EQUIPMENT	12,020.00
	Fund 218 - PUBLIC SAFETY Total:	16,210.00
	Vendor 06947 - ENFORCEMENT VIDEO, LLC Total:	16,210.00
Vendor: 01790 - ENVIRONMENTAL SYSTEMS RESEARCH INSTITUTE INC		
Fund: 631 - WASTEWATER		
EQUIP MAINT	EQUIPMENT MAINTENANCE	300.00
	Fund 631 - WASTEWATER Total:	300.00
	Vendor 01790 - ENVIRONMENTAL SYSTEMS RESEARCH INSTITUTE INC Total:	300.00
Vendor: 09477 - ENVISIONWARE, INC		
Fund: 111 - GENERAL		
Cont. Svcs.	CONTRACTUAL SERVICES	924.15
	Fund 111 - GENERAL Total:	924.15
	Vendor 09477 - ENVISIONWARE, INC Total:	924.15
Vendor: 02460 - FASTENAL COMPANY		
Fund: 111 - GENERAL		
DEPT SUPP PARK	DEPARTMENT SUPPLIES	31.39
	Fund 111 - GENERAL Total:	31.39
Fund: 212 - TRANSPORTATION		
SUPP - DRILL BITS	DEPARTMENT SUPPLIES	125.55
	Fund 212 - TRANSPORTATION Total:	125.55
	Vendor 02460 - FASTENAL COMPANY Total:	156.94
Vendor: 07574 - FAT BOYS TIRE AND AUTO		
Fund: 725 - CENTRAL GARAGE		
WW #938- TIRES	EQUIPMENT MAINTENANCE	653.00
WATER #39- NEW TIRES	EQUIPMENT MAINTENANCE	719.83
	Fund 725 - CENTRAL GARAGE Total:	1,372.83
	Vendor 07574 - FAT BOYS TIRE AND AUTO Total:	1,372.83
Vendor: 00548 - FEDERAL EXPRESS CORPORATION		
Fund: 641 - WATER		
POSTAGE	POSTAGE	203.96
	Fund 641 - WATER Total:	203.96
	Vendor 00548 - FEDERAL EXPRESS CORPORATION Total:	203.96
Vendor: 00060 - FRANCISCO'S BUMPER TO BUMPER INC		
Fund: 111 - GENERAL		
TOW SERVICE-PD	CONTRACTUAL SERVICES	50.00
TOW SERVICE-PD	CONTRACTUAL SERVICES	220.00
TOW SERVICE-PD	CONTRACTUAL SERVICES	220.00

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Description (Payable)	Account Name	Amount
TOW SERVICE-PD	CONTRACTUAL SERVICES	175.00
TOW SERVICE-PD	CONTRACTUAL SERVICES	170.00
TOW SERVICE-PD	CONTRACTUAL SERVICES	220.00
Fund 111 - GENERAL Total:		1,055.00
Vendor 00060 - FRANCISCO'S BUMPER TO BUMPER INC Total:		1,055.00
Vendor: 07904 - FREMONT MOTOR SCOTTSBLUFF, LLC		
Fund: 111 - GENERAL		
VEH MAINT-PD	VEHICLE MAINTENANCE	55.00
Fund 111 - GENERAL Total:		55.00
Vendor 07904 - FREMONT MOTOR SCOTTSBLUFF, LLC Total:		55.00
Vendor: 10180 - GRAINGER		
Fund: 111 - GENERAL		
UNIFORMS-PD	UNIFORMS & CLOTHING	147.20
Fund 111 - GENERAL Total:		147.20
Vendor 10180 - GRAINGER Total:		147.20
Vendor: 04371 - HAWKINS, INC.		
Fund: 641 - WATER		
CHEMICALS	CHEMICALS	1,020.75
Fund 641 - WATER Total:		1,020.75
Vendor 04371 - HAWKINS, INC. Total:		1,020.75
Vendor: 10148 - HEIMBOUCH ROYCE		
Fund: 213 - CEMETERY		
QUITCLAIM DEED	MISCELLANEOUS	600.00
Fund 213 - CEMETERY Total:		600.00
Vendor 10148 - HEIMBOUCH ROYCE Total:		600.00
Vendor: 05667 - HOA SOLUTIONS, INC		
Fund: 631 - WASTEWATER		
CONTRACTUAL SVC	CONTRACTUAL SERVICES	214.00
EQUIPMENT	EQUIPMENT	9,515.01
Fund 631 - WASTEWATER Total:		9,729.01
Fund: 641 - WATER		
CONTRACTUAL SVC	CONTRACTUAL SERVICES	214.00
EQUIPMENT	EQUIPMENT	9,515.01
Fund 641 - WATER Total:		9,729.01
Vendor 05667 - HOA SOLUTIONS, INC Total:		19,458.02
Vendor: 00299 - HULLINGER GLASS & LOCKS INC.		
Fund: 111 - GENERAL		
INSTALL STEEL DOOR - CITY HALL	BUILDING MAINTENANCE	1,040.00
Fund 111 - GENERAL Total:		1,040.00
Vendor 00299 - HULLINGER GLASS & LOCKS INC. Total:		1,040.00
Vendor: 06423 - HYDROTEX PARTNERS, LTD		
Fund: 725 - CENTRAL GARAGE		
PARKS STOCK- POWER KLEEN	EQUIPMENT MAINTENANCE	247.10
Fund 725 - CENTRAL GARAGE Total:		247.10
Vendor 06423 - HYDROTEX PARTNERS, LTD Total:		247.10
Vendor: 00525 - IDEAL LAUNDRY AND CLEANERS, INC.		
Fund: 111 - GENERAL		
DEPT SUPP ADM	DEPARTMENT SUPPLIES	54.90
Jan. Sup.	JANITORIAL SUPPLIES	89.25
Fund 111 - GENERAL Total:		144.15
Fund: 212 - TRANSPORTATION		
SUP - MATS, TOWELS	DEPARTMENT SUPPLIES	34.62
SUPP - MATS, TOWELS	DEPARTMENT SUPPLIES	34.62
Fund 212 - TRANSPORTATION Total:		69.24

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Description (Payable)	Account Name	Amount
Fund: 621 - ENVIRONMENTAL SERVICES		
SHOP TOWELS, RUGS, MOPS	DEPARTMENT SUPPLIES	108.14
SHOP TOWELS, RUGS, MOPS	DEPARTMENT SUPPLIES	108.14
SHOP TOWELS, RUGS, MOPS	DEPARTMENT SUPPLIES	108.14
Fund 621 - ENVIRONMENTAL SERVICES Total:		324.42
Fund: 631 - WASTEWATER		
CONTRACTUAL SVC WTR	CONTRACTUAL SERVICES	37.99
Fund 631 - WASTEWATER Total:		37.99
Fund: 641 - WATER		
CONTRACTUAL SVC WTR	CONTRACTUAL SERVICES	37.99
Fund 641 - WATER Total:		37.99
Fund: 725 - CENTRAL GARAGE		
CENTRAL GARAGE- SHOP TOWELS	DEPARTMENT SUPPLIES	36.18
CENTRAL GARAGE- SHOPTOWELS	DEPARTMENT SUPPLIES	36.18
Fund 725 - CENTRAL GARAGE Total:		72.36
Vendor 00525 - IDEAL LAUNDRY AND CLEANERS, INC. Total:		686.15
Vendor: 09291 - INGRAM LIBRARY SERVICES INC		
Fund: 111 - GENERAL		
Bks.	BOOKS	395.06
Bks.	BOOKS	80.44
Bks.	BOOKS	284.75
Bks.	BOOKS	292.22
Bks.	BOOKS	28.98
Bks.	BOOKS	61.49
Bks.	BOOKS	413.26
Bks.	BOOKS	142.30
Bks.	BOOKS	29.58
Fund 111 - GENERAL Total:		1,728.08
Vendor 09291 - INGRAM LIBRARY SERVICES INC Total:		1,728.08
Vendor: 08154 - INTERNAL REVENUE SERVICE		
Fund: 713 - CASH & INVESTMENT POOL		
WITHHOLDINGS	MEDICARE W/H EE PAYABLE	4,658.09
WITHHOLDINGS	MEDICARE W/H EE PAYABLE	4,658.09
WITHHOLDINGS	FICA W/H EE PAYABLE	16,747.36
WITHHOLDINGS	FICA W/H EE PAYABLE	16,747.36
WITHHOLDINGS	FED W/H EE PAYABLE	32,704.86
Fund 713 - CASH & INVESTMENT POOL Total:		75,515.76
Vendor 08154 - INTERNAL REVENUE SERVICE Total:		75,515.76
Vendor: 08525 - INTRALINKS, INC		
Fund: 111 - GENERAL		
CONTRACT SERVICES - DEC 2020	CONTRACTUAL SERVICES	1,020.00
CONTRACT SERVICES - LIBRARY...	CONTRACTUAL SERVICES	148.75
Fund 111 - GENERAL Total:		1,168.75
Fund: 212 - TRANSPORTATION		
CONTRACT SERVICES - DEC 2020	CONTRACTUAL SERVICES	127.50
Fund 212 - TRANSPORTATION Total:		127.50
Fund: 224 - ECONOMIC DEVELOPMENT		
CONTRACT SERVICES - DEC 2020	CONTRACTUAL SERVICES	191.25
Fund 224 - ECONOMIC DEVELOPMENT Total:		191.25
Fund: 631 - WASTEWATER		
SONICWALL - WA/WW	DEPARTMENT SUPPLIES	179.73
Fund 631 - WASTEWATER Total:		179.73
Fund: 641 - WATER		
SONICWALL - WA/WW	DEPARTMENT SUPPLIES	179.74
CONTRACT SERVICES - DEC 2020	CONTRACTUAL SERVICES	42.50
Fund 641 - WATER Total:		222.24

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Description (Payable)	Account Name	Amount
Fund: 721 - GIS SERVICES		
CONTRACT SERVICES - DEC 2020	CONTRACTUAL SERVICES	85.00
Fund 721 - GIS SERVICES Total:		85.00
Vendor 08525 - INTRALINKS, INC Total:		1,974.47
Vendor: 05696 - INVENTIVE WIRELESS OF NE, LLC		
Fund: 111 - GENERAL		
INTERNET CAMPGROUND	PHONE & INTERNET	17.95
INTERNET WESTMOOR POOL	PHONE & INTERNET	17.95
Fund 111 - GENERAL Total:		35.90
Vendor 05696 - INVENTIVE WIRELESS OF NE, LLC Total:		35.90
Vendor: 00192 - J G ELLIOTT CO.INC.		
Fund: 111 - GENERAL		
NOTARY BOND-PD	BONDING	70.00
NOTARY BOND - K.WRIGHT	BONDING	30.00
BOND - CHRIS BURBACH	BONDING	437.50
BOND - CHRIS BURBACH	BONDING	437.50
Fund 111 - GENERAL Total:		975.00
Vendor 00192 - J G ELLIOTT CO.INC. Total:		975.00
Vendor: 00289 - JOHNSEN CORROSION ENGINEERING, INC		
Fund: 641 - WATER		
CONTRACTUAL SVC	CONTRACTUAL SERVICES	12,160.00
Fund 641 - WATER Total:		12,160.00
Vendor 00289 - JOHNSEN CORROSION ENGINEERING, INC Total:		12,160.00
Vendor: 09747 - KNOW HOW LLC		
Fund: 111 - GENERAL		
GROUND MAINT PARK	GROUNDS MAINTENANCE	50.93
VEH MAINT PARK	VEHICLE MAINTENANCE	29.21
VEHI MAINT PARK	VEHICLE MAINTENANCE	26.62
REPLACEMENT FILTER FOR AIR ...	DEPARTMENT SUPPLIES	31.26
Fund 111 - GENERAL Total:		138.02
Fund: 621 - ENVIRONMENTAL SERVICES		
OIL DRY	DEPARTMENT SUPPLIES	44.05
FITTINGS & COUPLERS	DEPARTMENT SUPPLIES	5.06
FUEL FILTER - TREE DUMP EQUI...	EQUIPMENT MAINTENANCE	19.00
AIR FILTERS TREE DUMP EQUI...	EQUIPMENT MAINTENANCE	111.35
FILTERS, OIL, FLUIDS TREE DUM...	EQUIPMENT MAINTENANCE	211.44
FUEL FILTER - TREE DUMP EQUI...	EQUIPMENT MAINTENANCE	17.46
FUEL FILTER - TREE DUMP EQUI...	EQUIPMENT MAINTENANCE	37.39
FILTERS AND OIL TREE DUMP E...	EQUIPMENT MAINTENANCE	267.69
OIL AND FUEL FILTERS TREE D...	EQUIPMENT MAINTENANCE	49.70
Fund 621 - ENVIRONMENTAL SERVICES Total:		763.14
Fund: 725 - CENTRAL GARAGE		
CENTRAL GARAGE- HYD HOSE F...	DEPARTMENT SUPPLIES	68.88
CENTRAL GARAGE- HYD HOSE F...	DEPARTMENT SUPPLIES	64.59
CENTRAL GARAGE- HYD HOSE F...	DEPARTMENT SUPPLIES	60.12
PARKS #309- OXYGEN SENSOR	EQUIPMENT MAINTENANCE	43.67
PARKS #396- TRAILER ADAPTER...	EQUIPMENT MAINTENANCE	12.29
PARKS #309- PLUG COIL	EQUIPMENT MAINTENANCE	49.09
PARKS #309- OXYGEN SENSOR	EQUIPMENT MAINTENANCE	70.97
PARKS #309- INNER & OUTER TI...	EQUIPMENT MAINTENANCE	1,112.14
TRANS #436- IGNITION SWITCH	EQUIPMENT MAINTENANCE	25.28
Fund 725 - CENTRAL GARAGE Total:		1,507.03
Vendor 09747 - KNOW HOW LLC Total:		2,408.19

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Description (Payable)	Account Name	Amount
Vendor: 10138 - LAMP RYNEARSON, INC.		
Fund: 212 - TRANSPORTATION		
SB SCHOOL ZONE ASSESSMENT	CONTRACTUAL SERVICES	2,209.00
Fund 212 - TRANSPORTATION Total:		2,209.00
Vendor 10138 - LAMP RYNEARSON, INC. Total:		2,209.00
Vendor: 00300 - LEAGUE OF NEBRASKA MUNICIPALITIES		
Fund: 111 - GENERAL		
2021 MIDWINTER CONF - JORD...	SCHOOL & CONFERENCE	395.00
Fund 111 - GENERAL Total:		395.00
Vendor 00300 - LEAGUE OF NEBRASKA MUNICIPALITIES Total:		395.00
Vendor: 10134 - LEE BHM CORP		
Fund: 111 - GENERAL		
LEGAL PUBLISHING	LEGAL PUBLICATIONS	22.80
LEGAL PUBLISHING	LEGAL PUBLICATIONS	30.05
LEGAL PUBLISHING	LEGAL PUBLICATIONS	75.14
LEGAL PUBLISHING	LEGAL PUBLICATIONS	398.40
Fund 111 - GENERAL Total:		526.39
Fund: 212 - TRANSPORTATION		
LEGAL PUBLISHING	LEGAL PUBLICATIONS	24.48
Fund 212 - TRANSPORTATION Total:		24.48
Fund: 224 - ECONOMIC DEVELOPMENT		
LEGAL PUBLISHING	PUBLICATIONS	12.95
Fund 224 - ECONOMIC DEVELOPMENT Total:		12.95
Fund: 621 - ENVIRONMENTAL SERVICES		
LEGAL PUBLISHING	LEGAL PUBLICATIONS	246.60
Fund 621 - ENVIRONMENTAL SERVICES Total:		246.60
Vendor 10134 - LEE BHM CORP Total:		810.42
Vendor: 09590 - LEXISNEXIS RISK DATA MANAGEMENT		
Fund: 111 - GENERAL		
CONSULTING-PD	CONSULTING SERVICES	100.00
Fund 111 - GENERAL Total:		100.00
Vendor 09590 - LEXISNEXIS RISK DATA MANAGEMENT Total:		100.00
Vendor: 00242 - M.C. SCHAFF & ASSOCIATES, INC		
Fund: 111 - GENERAL		
GIS - VIDEO PROJECT WITH DR...	COMMUNITY PROGRAMMING	3,420.00
DEC 2020 SERVICES	CONTRACTUAL SERVICES	950.00
Fund 111 - GENERAL Total:		4,370.00
Fund: 212 - TRANSPORTATION		
ENG. SERVICES - CORE 27TH & I	CONTRACTUAL SERVICES	162.00
Fund 212 - TRANSPORTATION Total:		162.00
Fund: 641 - WATER		
CONTRACTUAL SVC	CONTRACTUAL SERVICES	405.00
Fund 641 - WATER Total:		405.00
Vendor 00242 - M.C. SCHAFF & ASSOCIATES, INC Total:		4,937.00
Vendor: 09760 - MACQUEEN EQUIPMENT INC		
Fund: 631 - WASTEWATER		
DEPT SUP	DEPARTMENT SUPPLIES	1,688.49
EQUIP MAINT	EQUIPMENT MAINTENANCE	796.35
Fund 631 - WASTEWATER Total:		2,484.84
Fund: 725 - CENTRAL GARAGE		
TRANS STOCK- SWEEPER PARTS	EQUIPMENT MAINTENANCE	1,340.96
Fund 725 - CENTRAL GARAGE Total:		1,340.96
Vendor 09760 - MACQUEEN EQUIPMENT INC Total:		3,825.80

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Description (Payable)	Account Name	Amount
Vendor: 08190 - MADISON NATIONAL LIFE		
Fund: 111 - GENERAL		
INSURANCE	DISABILITY INSURANCE	431.20
Fund 111 - GENERAL Total:		431.20
Fund: 713 - CASH & INVESTMENT POOL		
INSURANCE	LIFE INS EE PAYABLE	618.26
INSURANCE	DIS INC INS EE PAYABLE	718.52
INSURANCE	LIFE INS ER PAYABLE	716.83
Fund 713 - CASH & INVESTMENT POOL Total:		2,053.61
Vendor 08190 - MADISON NATIONAL LIFE Total:		2,484.81
Vendor: 08317 - MATHESON TRI-GAS INC		
Fund: 631 - WASTEWATER		
RENT - MACHINES	RENT-MACHINES	62.01
RENT - MACHINES	RENT-MACHINES	-62.01
RENT - MACHINES	RENT-MACHINES	57.95
Fund 631 - WASTEWATER Total:		57.95
Fund: 641 - WATER		
RENT MACHINES	RENT-MACHINES	66.18
Fund 641 - WATER Total:		66.18
Vendor 08317 - MATHESON TRI-GAS INC Total:		124.13
Vendor: 07628 - MENARDS, INC		
Fund: 111 - GENERAL		
DEPT SUPP PARK	DEPARTMENT SUPPLIES	31.46
DEPT SUPP PARK	DEPARTMENT SUPPLIES	18.96
DEPT SUPP PARK	DEPARTMENT SUPPLIES	215.05
DEPT SUPP PARK	DEPARTMENT SUPPLIES	196.88
DEPT SUPP PARK	DEPARTMENT SUPPLIES	127.88
DEPT SUPP PARK	DEPARTMENT SUPPLIES	76.38
DEPT SUPP PARK	DEPARTMENT SUPPLIES	25.28
EQUIP MAINT PARK	EQUIPMENT MAINTENANCE	11.88
EQUIP MAINT PARK	EQUIPMENT MAINTENANCE	18.24
Fund 111 - GENERAL Total:		722.01
Fund: 213 - CEMETERY		
BLDG MAINT CEM	BUILDING MAINTENANCE	142.82
Fund 213 - CEMETERY Total:		142.82
Fund: 631 - WASTEWATER		
DEPT SUP	DEPARTMENT SUPPLIES	40.88
DEPT SUP	DEPARTMENT SUPPLIES	94.04
Fund 631 - WASTEWATER Total:		134.92
Vendor 07628 - MENARDS, INC Total:		999.75
Vendor: 07938 - MIDWEST CONNECT, LLC		
Fund: 111 - GENERAL		
SEALING SOLUTION	DEPARTMENT SUPPLIES	59.95
Fund 111 - GENERAL Total:		59.95
Fund: 621 - ENVIRONMENTAL SERVICES		
UB MAILING - DEC. 2020	CONTRACTUAL SERVICES	829.53
Fund 621 - ENVIRONMENTAL SERVICES Total:		829.53
Fund: 631 - WASTEWATER		
UB MAILING - DEC. 2020	CONTRACTUAL SERVICES	829.53
Fund 631 - WASTEWATER Total:		829.53
Fund: 641 - WATER		
UB MAILING - DEC. 2020	CONTRACTUAL SERVICES	829.54
Fund 641 - WATER Total:		829.54
Vendor 07938 - MIDWEST CONNECT, LLC Total:		2,548.55

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Description (Payable)	Account Name	Amount
Vendor: 09354 - MIDWEST FARM SERVICE-ALLIANCE		
Fund: 111 - GENERAL		
EQUIP MAINT PARK	EQUIPMENT MAINTENANCE	217.92
Fund 111 - GENERAL Total:		217.92
Vendor 09354 - MIDWEST FARM SERVICE-ALLIANCE Total:		217.92
Vendor: 02569 - MUNIMETRIX SYSTEMS CORP		
Fund: 111 - GENERAL		
IMAGESILO - DEC. 2020	CONTRACTUAL SERVICES	39.99
Fund 111 - GENERAL Total:		39.99
Vendor 02569 - MUNIMETRIX SYSTEMS CORP Total:		39.99
Vendor: 04082 - NE CHILD SUPPORT PAYMENT CENTER		
Fund: 713 - CASH & INVESTMENT POOL		
NE CHILD SUPPORT PYBLE	CHILD SUPPORT EE PAY	1,415.10
Fund 713 - CASH & INVESTMENT POOL Total:		1,415.10
Vendor 04082 - NE CHILD SUPPORT PAYMENT CENTER Total:		1,415.10
Vendor: 00797 - NE DEPT OF REVENUE		
Fund: 713 - CASH & INVESTMENT POOL		
WITHHOLDINGS	STATE W/H EE PAYABLE	23,728.75
Fund 713 - CASH & INVESTMENT POOL Total:		23,728.75
Vendor 00797 - NE DEPT OF REVENUE Total:		23,728.75
Vendor: 01156 - NE LIBRARY COMMISSION		
Fund: 111 - GENERAL		
Cont. Svcs.	CONTRACTUAL SERVICES	750.00
Fund 111 - GENERAL Total:		750.00
Vendor 01156 - NE LIBRARY COMMISSION Total:		750.00
Vendor: 00412 - NEBRASKA ASSOCIATION OF CHIEF'S OF POLICE		
Fund: 111 - GENERAL		
MEMBERSHIPS-PD	MEMBERSHIPS	50.00
Fund 111 - GENERAL Total:		50.00
Vendor 00412 - NEBRASKA ASSOCIATION OF CHIEF'S OF POLICE Total:		50.00
Vendor: 00578 - NEBRASKA PUBLIC POWER DISTRICT		
Fund: 111 - GENERAL		
Electric	ELECTRICITY	302.68
Electric	ELECTRICITY	665.59
Electric	ELECTRICITY	39.63
Electric	ELECTRICITY	108.07
Electric	ELECTRICITY	665.59
Electric	ELECTRICITY	242.40
Electric	ELECTRICITY	1,377.73
Electric	ELECTRICITY	46.89
Electric	ELECTRICITY	2,625.35
Electric	ELECTRICITY	209.65
Electric	STREET LIGHTS	100.40
Fund 111 - GENERAL Total:		6,383.98
Fund: 212 - TRANSPORTATION		
Electric	ELECTRICITY	534.25
Electric	ELECTRIC POWER	1,576.91
Electric	STREET LIGHTS	27,553.11
Fund 212 - TRANSPORTATION Total:		29,664.27
Fund: 213 - CEMETERY		
Electric	ELECTRICITY	550.79
Fund 213 - CEMETERY Total:		550.79
Fund: 216 - BUSINESS IMPROVEMENT		
Electric	STREET LIGHTS	85.42
Fund 216 - BUSINESS IMPROVEMENT Total:		85.42

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Description (Payable)	Account Name	Amount
Fund: 621 - ENVIRONMENTAL SERVICES		
Electric	ELECTRICITY	687.01
Fund 621 - ENVIRONMENTAL SERVICES Total:		687.01
Fund: 631 - WASTEWATER		
Electric	ELECTRICITY	1,584.20
Electric	ELECTRIC POWER	116.89
Fund 631 - WASTEWATER Total:		1,701.09
Fund: 641 - WATER		
Electric	ELECTRICITY	110.50
Electric	ELECTRIC POWER	460.48
Fund 641 - WATER Total:		570.98
Fund: 725 - CENTRAL GARAGE		
Electric	ELECTRICITY	188.58
Fund 725 - CENTRAL GARAGE Total:		188.58
Vendor 00578 - NEBRASKA PUBLIC POWER DISTRICT Total:		39,832.12
Vendor: 00632 - NEBRASKA RURAL RADIO ASSOCIATION		
Fund: 661 - STORMWATER		
CONTRACTUAL SVC	CONTRACTUAL SERVICES	100.00
CONTRACTUAL SVC	CONTRACTUAL SERVICES	240.00
CONTRACTUAL SVC	CONTRACTUAL SERVICES	100.00
CONTRACTUAL SVC	CONTRACTUAL SERVICES	255.00
Fund 661 - STORMWATER Total:		695.00
Vendor 00632 - NEBRASKA RURAL RADIO ASSOCIATION Total:		695.00
Vendor: 05373 - NEBRASKA SAFETY & FIRE EQUIPEMENT INC.		
Fund: 111 - GENERAL		
EQUIP MAINT-PD	EQUIPMENT MAINTENANCE	170.00
Fund 111 - GENERAL Total:		170.00
Vendor 05373 - NEBRASKA SAFETY & FIRE EQUIPEMENT INC. Total:		170.00
Vendor: 04198 - NEBRASKALAND TIRE, INC		
Fund: 111 - GENERAL		
VEH MAINT-PD	VEHICLE MAINTENANCE	94.34
Fund 111 - GENERAL Total:		94.34
Vendor 04198 - NEBRASKALAND TIRE, INC Total:		94.34
Vendor: 09509 - NEMNICH AUTOMOTIVE		
Fund: 725 - CENTRAL GARAGE		
PARKS #309- ALIGNMENT	EQUIPMENT MAINTENANCE	80.33
Fund 725 - CENTRAL GARAGE Total:		80.33
Vendor 09509 - NEMNICH AUTOMOTIVE Total:		80.33
Vendor: 00139 - NORTHWEST PIPE FITTINGS, INC. OF SCOTTSBLUFF		
Fund: 111 - GENERAL		
DEPT SUPP PARK	DEPARTMENT SUPPLIES	10.81
Fund 111 - GENERAL Total:		10.81
Vendor 00139 - NORTHWEST PIPE FITTINGS, INC. OF SCOTTSBLUFF Total:		10.81
Vendor: 01757 - OCLC ONLINE COMPUTER LIBRARY CENTER, INC		
Fund: 111 - GENERAL		
Cont. Svcs.	CONTRACTUAL SERVICES	378.16
Fund 111 - GENERAL Total:		378.16
Vendor 01757 - OCLC ONLINE COMPUTER LIBRARY CENTER, INC Total:		378.16
Vendor: 08840 - ONE CALL CONCEPTS, INC		
Fund: 212 - TRANSPORTATION		
CONTRACTUAL	CONTRACTUAL SERVICES	70.05
Fund 212 - TRANSPORTATION Total:		70.05

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Description (Payable)	Account Name	Amount
Fund: 631 - WASTEWATER		
CONTRACTUAL	CONTRACTUAL SERVICES	70.05
Fund 631 - WASTEWATER Total:		70.05
Fund: 641 - WATER		
CONTRACTUAL	CONTRACTUAL SERVICES	70.06
Fund 641 - WATER Total:		70.06
Vendor 08840 - ONE CALL CONCEPTS, INC Total:		210.16
Vendor: 00550 - PANHANDLE COOPERATIVE ASSOCIATION		
Fund: 111 - GENERAL		
DEPT FUEL	GASOLINE	53.70
DEPT FUEL	GASOLINE	57.47
DECEMBER GASOLINE	GASOLINE	140.66
GASOLINE-PD	GASOLINE	2,964.87
FUEL	GASOLINE	1,020.58
FUEL	OTHER FUEL	100.81
FUEL ADM	GASOLINE	22.48
FUEL CREDIT	GASOLINE	-2.10
FUEL CREDIT	GASOLINE	-60.37
Fund 111 - GENERAL Total:		4,298.10
Fund: 212 - TRANSPORTATION		
UNLEADED GASOLINE	GASOLINE	861.67
UNLEADED GASOLINE	OTHER FUEL	1,973.27
Fund 212 - TRANSPORTATION Total:		2,834.94
Fund: 621 - ENVIRONMENTAL SERVICES		
FLEET FUEL- GASOLINE	GASOLINE	341.10
FLEET FUEL- GASOLINE	OTHER FUEL	4,332.93
Fund 621 - ENVIRONMENTAL SERVICES Total:		4,674.03
Fund: 631 - WASTEWATER		
FUEL	GASOLINE	454.74
FUEL	OTHER FUEL	453.12
Fund 631 - WASTEWATER Total:		907.86
Fund: 641 - WATER		
FUEL	GASOLINE	689.33
FUEL	OTHER FUEL	170.97
Fund 641 - WATER Total:		860.30
Vendor 00550 - PANHANDLE COOPERATIVE ASSOCIATION Total:		13,575.23
Vendor: 00487 - PANHANDLE ENVIRONMENTAL SERVICES INC		
Fund: 631 - WASTEWATER		
CONTRACTUAL SVC	CONTRACTUAL SERVICES	93.00
Fund 631 - WASTEWATER Total:		93.00
Fund: 641 - WATER		
SAMPLES	SAMPLES	80.00
SAMPLES	SAMPLES	60.00
Fund 641 - WATER Total:		140.00
Vendor 00487 - PANHANDLE ENVIRONMENTAL SERVICES INC Total:		233.00
Vendor: 01276 - PLATTE VALLEY BANK		
Fund: 713 - CASH & INVESTMENT POOL		
HEALTH SAVINGS ACCT	HSA EE PAYABLE	10,632.36
Fund 713 - CASH & INVESTMENT POOL Total:		10,632.36
Vendor 01276 - PLATTE VALLEY BANK Total:		10,632.36
Vendor: 00796 - POWERPLAN		
Fund: 725 - CENTRAL GARAGE		
TRANS #450- FILTER ELEMENT	EQUIPMENT MAINTENANCE	79.71

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Description (Payable)	Account Name	Amount
TRANS #452- OIL FILTER	EQUIPMENT MAINTENANCE	51.68
Fund 725 - CENTRAL GARAGE Total:		131.39
Vendor 00796 - POWERPLAN Total:		131.39
Vendor: 10045 - QA BALANCE SERVICES INC		
Fund: 631 - WASTEWATER		
DEPT SUP	DEPARTMENT SUPPLIES	2,325.00
Fund 631 - WASTEWATER Total:		2,325.00
Vendor 10045 - QA BALANCE SERVICES INC Total:		2,325.00
Vendor: 00266 - QUILL CORPORATION		
Fund: 111 - GENERAL		
DEPT SUPPL-PD	DEPARTMENT SUPPLIES	215.96
Fund 111 - GENERAL Total:		215.96
Vendor 00266 - QUILL CORPORATION Total:		215.96
Vendor: 10201 - RALSTON MATTHEW		
Fund: 111 - GENERAL		
LEGAL FEES-PD	LEGAL FEES	23.45
Fund 111 - GENERAL Total:		23.45
Vendor 10201 - RALSTON MATTHEW Total:		23.45
Vendor: 04089 - REGIONAL CARE INC		
Fund: 812 - HEALTH INSURANCE		
CLAIMS	CLAIMS EXPENSE	21,698.11
FLEX FUDNIG	FLEXIBLE BENFT EXPENSES	332.30
CLAIMS	CLAIMS EXPENSE	9,510.57
Fund 812 - HEALTH INSURANCE Total:		31,540.98
Vendor 04089 - REGIONAL CARE INC Total:		31,540.98
Vendor: 02324 - RON'S TOWING		
Fund: 111 - GENERAL		
TOW SERVICE-PD	CONTRACTUAL SERVICES	225.00
Fund 111 - GENERAL Total:		225.00
Vendor 02324 - RON'S TOWING Total:		225.00
Vendor: 04311 - ROSE DREW, INC		
Fund: 111 - GENERAL		
Dep. Sup.	DEPARTMENT SUPPLIES	95.84
Dep. Sup.	DEPARTMENT SUPPLIES	26.41
Fund 111 - GENERAL Total:		122.25
Vendor 04311 - ROSE DREW, INC Total:		122.25
Vendor: 00026 - S M E C		
Fund: 713 - CASH & INVESTMENT POOL		
EMPLOYEE DEDUCTION	SMEC EE PAYABLE	182.27
Fund 713 - CASH & INVESTMENT POOL Total:		182.27
Vendor 00026 - S M E C Total:		182.27
Vendor: 10196 - SAYLER SCREENPRINTING		
Fund: 111 - GENERAL		
UNIFORMS-PD	UNIFORMS & CLOTHING	117.50
Fund 111 - GENERAL Total:		117.50
Vendor 10196 - SAYLER SCREENPRINTING Total:		117.50
Vendor: 01177 - SCB CO CLERK		
Fund: 218 - PUBLIC SAFETY		
2019 VALLEY AMBULANCE INTE...	CONTRACTUAL SERVICES	5,282.22
2020 VALLEY AMBULANCE INTE...	CONTRACTUAL SERVICES	5,282.22
Fund 218 - PUBLIC SAFETY Total:		10,564.44
Fund: 225 - MUTUAL FIRE		
2019 VALLEY AMBULANCE INTE...	CONTRACTUAL SERVICES	5,282.22

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Description (Payable)	Account Name	Amount
2020 VALLEY AMBULANCE INTE... CONTRACTUAL SERVICES		5,282.22
	Fund 225 - MUTUAL FIRE Total:	10,564.44
	Vendor 01177 - SCB CO CLERK Total:	21,128.88
Vendor: 09877 - SCB COUNTY MUTUAL AID ASSOC.		
Fund: 111 - GENERAL		
ANNUAL DUES FOR MUTUAL AI... MEMBERSHIPS		100.00
	Fund 111 - GENERAL Total:	100.00
	Vendor 09877 - SCB COUNTY MUTUAL AID ASSOC. Total:	100.00
Vendor: 02531 - SCB FIREFIGHTERS UNION LOCAL 1454		
Fund: 713 - CASH & INVESTMENT POOL		
FIRE EE DUES	FIRE UNION DUES EE PAY	300.00
	Fund 713 - CASH & INVESTMENT POOL Total:	300.00
	Vendor 02531 - SCB FIREFIGHTERS UNION LOCAL 1454 Total:	300.00
Vendor: 09759 - SCOTTIES POTTIES INC		
Fund: 111 - GENERAL		
CONTRATUAL PARK	CONTRACTUAL SERVICES	360.00
	Fund 111 - GENERAL Total:	360.00
	Vendor 09759 - SCOTTIES POTTIES INC Total:	360.00
Vendor: 00852 - SCOTTS BLUFF COUNTY COURT		
Fund: 111 - GENERAL		
LEGAL FEES-PD	LEGAL FEES	357.00
	Fund 111 - GENERAL Total:	357.00
	Vendor 00852 - SCOTTS BLUFF COUNTY COURT Total:	357.00
Vendor: 00273 - SCOTTSBLUFF POLICE OFFICERS ASSOCIATION		
Fund: 713 - CASH & INVESTMENT POOL		
POLICE EE DUES	POL UNION DUES EE PAY	1,053.00
	Fund 713 - CASH & INVESTMENT POOL Total:	1,053.00
	Vendor 00273 - SCOTTSBLUFF POLICE OFFICERS ASSOCIATION Total:	1,053.00
Vendor: 00759 - SCOTTSBLUFF/GERING CHAMBER OF COMMERCE		
Fund: 224 - ECONOMIC DEVELOPMENT		
AMBASSADOR DUES - STARR LE... MEMBERSHIPS		35.00
	Fund 224 - ECONOMIC DEVELOPMENT Total:	35.00
	Vendor 00759 - SCOTTSBLUFF/GERING CHAMBER OF COMMERCE Total:	35.00
Vendor: 10198 - SETH SORENSEN		
Fund: 111 - GENERAL		
RECRUITMENT EXPENSE	RECRUITMENT	1,258.74
	Fund 111 - GENERAL Total:	1,258.74
	Vendor 10198 - SETH SORENSEN Total:	1,258.74
Vendor: 00021 - SIMMONS OLSEN LAW FIRM, P.C.		
Fund: 111 - GENERAL		
CONTRACTUAL-PD	CONTRACTUAL SERVICES	4,167.18
CONTRACTUAL	CONTRACTUAL SERVICES	6,264.61
	Fund 111 - GENERAL Total:	10,431.79
Fund: 224 - ECONOMIC DEVELOPMENT		
CONTRACTUAL	CONTRACTUAL SERVICES	8.00
CONTRACTUAL	CONTRACTUAL SERVICES	735.00
CONTRACTUAL	CONTRACTUAL SERVICES	35.00
CONTRACTUAL	CONTRACTUAL SERVICES	1,065.00
	Fund 224 - ECONOMIC DEVELOPMENT Total:	1,843.00
Fund: 621 - ENVIRONMENTAL SERVICES		
CONTRACTUAL	CONTRACTUAL SERVICES	729.00
	Fund 621 - ENVIRONMENTAL SERVICES Total:	729.00
	Vendor 00021 - SIMMONS OLSEN LAW FIRM, P.C. Total:	13,003.79

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Description (Payable)	Account Name	Amount
Vendor: 01031 - SIMON CONTRACTORS		
Fund: 213 - CEMETERY		
DEPT SUPP CEM	DEPARTMENT SUPPLIES	158.04
Fund 213 - CEMETERY Total:		158.04
Vendor 01031 - SIMON CONTRACTORS Total:		158.04
Vendor: 03733 - SOCIETY FOR HUMAN RESOURCE MANAGEMENT		
Fund: 111 - GENERAL		
MEMBERSHIP RENEWAL - CAMI...	MEMBERSHIPS	219.00
Fund 111 - GENERAL Total:		219.00
Vendor 03733 - SOCIETY FOR HUMAN RESOURCE MANAGEMENT Total:		219.00
Vendor: 09663 - SOUNDSLEEPER SECURITY INC.		
Fund: 111 - GENERAL		
CONTRACTUAL-PD	CONTRACTUAL SERVICES	14.95
Fund 111 - GENERAL Total:		14.95
Vendor 09663 - SOUNDSLEEPER SECURITY INC. Total:		14.95
Vendor: 00568 - TWIN CITY AUTO, INC		
Fund: 212 - TRANSPORTATION		
SUPP - QUICK CONNECT PINS	VEHICLE MAINTENANCE	68.86
Fund 212 - TRANSPORTATION Total:		68.86
Vendor 00568 - TWIN CITY AUTO, INC Total:		68.86
Vendor: 01337 - TWIN CITY ROOFING & SHEETMETAL, INC		
Fund: 215 - SPECIAL PROJECTS		
2019 HAIL STORM REPAIR - SAN...	INSURED REPAIRS/REPLACE	10,716.54
Fund 215 - SPECIAL PROJECTS Total:		10,716.54
Vendor 01337 - TWIN CITY ROOFING & SHEETMETAL, INC Total:		10,716.54
Vendor: 08821 - TYLER TECHNOLOGIES, INC		
Fund: 621 - ENVIRONMENTAL SERVICES		
UB TRANSACTION FEES 10/1/20..	CONTRACTUAL SERVICES	1,052.50
Fund 621 - ENVIRONMENTAL SERVICES Total:		1,052.50
Fund: 631 - WASTEWATER		
UB TRANSACTION FEES 10/1/20..	CONTRACTUAL SERVICES	1,052.50
Fund 631 - WASTEWATER Total:		1,052.50
Fund: 641 - WATER		
UB TRANSACTION FEES 10/1/20..	CONTRACTUAL SERVICES	1,052.50
Fund 641 - WATER Total:		1,052.50
Vendor 08821 - TYLER TECHNOLOGIES, INC Total:		3,157.50
Vendor: 09865 - UNION BANK & TRUST		
Fund: 713 - CASH & INVESTMENT POOL		
RETIREMENT	REGULAR RETIRE EE PAY	8,529.69
RETIREMENT	REGULAR RETIRE EE PAY	8,212.18
RETIREMENT	DEFERRED COMP EE PAY	490.00
RETIREMENT	DEFERRED COMP EE PAY	1,782.62
RETIREMENT	RETIRE FIRE EE PAYABLE	6,528.23
RETIREMENT	RETIRE FIRE EE PAYABLE	3,429.13
RETIREMENT	RETIRE POLICE EE PAY	8,104.15
RETIREMENT	RETIRE POLICE EE PAY	7,615.74
Fund 713 - CASH & INVESTMENT POOL Total:		44,691.74
Vendor 09865 - UNION BANK & TRUST Total:		44,691.74
Vendor: 01544 - VAN PELT FENCING CO, INC		
Fund: 213 - CEMETERY		
FENCING - CEMETERY	STRUCTURES	11,255.00
Fund 213 - CEMETERY Total:		11,255.00
Vendor 01544 - VAN PELT FENCING CO, INC Total:		11,255.00

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Description (Payable)	Account Name	Amount
Vendor: 04529 - W & R INC		
Fund: 111 - GENERAL		
BLDG MAINT-PD	BUILDING MAINTENANCE	347.76
BLDG MAINT-PD	BUILDING MAINTENANCE	347.76
BLDG MAINT-PD	BUILDING MAINTENANCE	207.62
BLDG MAINT-PD	BUILDING MAINTENANCE	207.62
BLDG MAINT ADM	BUILDING MAINTENANCE	854.27
Fund 111 - GENERAL Total:		1,965.03
Vendor 04529 - W & R INC Total:		1,965.03
Vendor: 10177 - WAKEFIELD & ASSOCIATES INC		
Fund: 713 - CASH & INVESTMENT POOL		
WAGE ATTACHMENT	WAGE ATTACHMENT EE PAY	241.60
Fund 713 - CASH & INVESTMENT POOL Total:		241.60
Vendor 10177 - WAKEFIELD & ASSOCIATES INC Total:		241.60
Vendor: 00335 - WESTERN NEBRASKA HUMAN RESOURCE MANAGEMENT		
Fund: 111 - GENERAL		
MEMBERSHIP RENEWAL - CAMI...	MEMBERSHIPS	30.00
Fund 111 - GENERAL Total:		30.00
Vendor 00335 - WESTERN NEBRASKA HUMAN RESOURCE MANAGEMENT Total:		30.00
Vendor: 00344 - WESTERN PATHOLOGY CONSULTANTS, INC		
Fund: 111 - GENERAL		
RANDOM DOT TESTING - DEC.2...	CONTRACTUAL SERVICES	225.00
Fund 111 - GENERAL Total:		225.00
Vendor 00344 - WESTERN PATHOLOGY CONSULTANTS, INC Total:		225.00
Vendor: 04430 - WESTERN TRAVEL TERMINAL, LLC		
Fund: 111 - GENERAL		
VEH MAINT-PD	VEHICLE MAINTENANCE	372.00
Fund 111 - GENERAL Total:		372.00
Fund: 641 - WATER		
VEHICLE MAINT	VEHICLE MAINTENANCE	26.00
Fund 641 - WATER Total:		26.00
Vendor 04430 - WESTERN TRAVEL TERMINAL, LLC Total:		398.00
Vendor: 03709 - WYOMING CHILD SUPPORT ENFORCEMENT		
Fund: 713 - CASH & INVESTMENT POOL		
CHILD SUPPORT	CHILD SUPPORT EE PAY	738.08
Fund 713 - CASH & INVESTMENT POOL Total:		738.08
Vendor 03709 - WYOMING CHILD SUPPORT ENFORCEMENT Total:		738.08
Vendor: 02057 - YOUNG MEN'S CHRISTIAN ASSOCIATION OF SCOTTSBLUFF, NE		
Fund: 713 - CASH & INVESTMENT POOL		
YMCA	YMCA PAY EE	765.00
Fund 713 - CASH & INVESTMENT POOL Total:		765.00
Vendor 02057 - YOUNG MEN'S CHRISTIAN ASSOCIATION OF SCOTTSBLUFF, NE Total:		765.00
Vendor: 03379 - ZM LUMBER INC		
Fund: 111 - GENERAL		
DEPT SUPP PARK	DEPARTMENT SUPPLIES	16.19
Fund 111 - GENERAL Total:		16.19
Vendor 03379 - ZM LUMBER INC Total:		16.19
Grand Total:		1,302,664.16

Report Summary

Fund Summary

Fund	Expense Amount	Payment Amount
111 - GENERAL	54,536.49	431.20
212 - TRANSPORTATION	36,316.26	0.00
213 - CEMETERY	13,177.59	0.00
215 - SPECIAL PROJECTS	10,716.54	0.00
216 - BUSINESS IMPROVEMENT	85.42	0.00
218 - PUBLIC SAFETY	114,412.04	0.00
224 - ECONOMIC DEVELOPMENT	752,151.64	0.00
225 - MUTUAL FIRE	10,564.44	0.00
621 - ENVIRONMENTAL SERVICES	56,315.00	0.00
631 - WASTEWATER	20,309.75	0.00
641 - WATER	29,650.84	0.00
661 - STORMWATER	728.77	0.00
713 - CASH & INVESTMENT POOL	161,350.22	161,350.22
721 - GIS SERVICES	129.86	0.00
725 - CENTRAL GARAGE	5,678.32	0.00
812 - HEALTH INSURANCE	36,540.98	31,540.98
Grand Total:	1,302,664.16	193,322.40

Account Summary

Account Number	Account Name	Expense Amount	Payment Amount
111-51281-142	DISABILITY INSURANCE	431.20	431.20
111-52111-111	DEPARTMENT SUPPLIES	773.68	0.00
111-52111-113	DEPARTMENT SUPPLIES	123.70	0.00
111-52111-141	DEPARTMENT SUPPLIES	76.26	0.00
111-52111-142	DEPARTMENT SUPPLIES	410.96	0.00
111-52111-151	DEPARTMENT SUPPLIES	193.75	0.00
111-52111-171	DEPARTMENT SUPPLIES	786.28	0.00
111-52121-151	JANITORIAL SUPPLIES	294.23	0.00
111-52121-171	JANITORIAL SUPPLIES	208.95	0.00
111-52181-142	UNIFORMS & CLOTHING	264.70	0.00
111-52222-151	BOOKS	1,728.08	0.00
111-52311-112	MEMBERSHIPS	249.00	0.00
111-52311-141	MEMBERSHIPS	100.00	0.00
111-52311-142	MEMBERSHIPS	50.00	0.00
111-52511-111	GASOLINE	20.38	0.00
111-52511-121	GASOLINE	111.17	0.00
111-52511-141	GASOLINE	140.66	0.00
111-52511-142	GASOLINE	2,964.87	0.00
111-52511-171	GASOLINE	960.21	0.00
111-52521-171	OTHER FUEL	100.81	0.00
111-53111-112	CONTRACTUAL SERVICES	225.00	0.00
111-53111-114	CONTRACTUAL SERVICES	6,264.61	0.00
111-53111-115	CONTRACTUAL SERVICES	39.99	0.00
111-53111-116	CONTRACTUAL SERVICES	1,168.75	0.00
111-53111-121	CONTRACTUAL SERVICES	950.00	0.00
111-53111-142	CONTRACTUAL SERVICES	5,506.13	0.00
111-53111-151	CONTRACTUAL SERVICES	2,144.17	0.00
111-53111-171	CONTRACTUAL SERVICES	360.00	0.00
111-53121-112	CONSULTING SERVICES	61.00	0.00
111-53121-142	CONSULTING SERVICES	100.00	0.00
111-53161-112	LEGAL PUBLICATIONS	22.80	0.00
111-53161-121	LEGAL PUBLICATIONS	30.05	0.00
111-53161-142	LEGAL PUBLICATIONS	75.14	0.00
111-53161-151	LEGAL PUBLICATIONS	398.40	0.00
111-53211-142	LEGAL FEES	403.90	0.00
111-53421-111	BUILDING MAINTENANCE	1,894.27	0.00
111-53421-141	BUILDING MAINTENANCE	581.63	0.00

Account Summary

Account Number	Account Name	Expense Amount	Payment Amount
111-53421-142	BUILDING MAINTENANCE	581.63	0.00
111-53441-111	EQUIPMENT MAINTENAN...	76.73	0.00
111-53441-142	EQUIPMENT MAINTENAN...	996.83	0.00
111-53441-171	EQUIPMENT MAINTENAN...	348.71	0.00
111-53451-142	VEHICLE MAINTENANCE	596.34	0.00
111-53451-171	VEHICLE MAINTENANCE	55.83	0.00
111-53471-171	GROUNDS MAINTENANCE	605.12	0.00
111-53511-111	ELECTRICITY	302.68	0.00
111-53511-141	ELECTRICITY	705.22	0.00
111-53511-142	ELECTRICITY	773.66	0.00
111-53511-143	ELECTRICITY	242.40	0.00
111-53511-151	ELECTRICITY	1,377.73	0.00
111-53511-171	ELECTRICITY	2,672.24	0.00
111-53511-172	ELECTRICITY	209.65	0.00
111-53551-171	STREET LIGHTS	100.40	0.00
111-53561-111	PHONE & INTERNET	238.92	0.00
111-53561-112	PHONE & INTERNET	70.94	0.00
111-53561-114	PHONE & INTERNET	34.84	0.00
111-53561-115	PHONE & INTERNET	37.84	0.00
111-53561-116	PHONE & INTERNET	160.00	0.00
111-53561-121	PHONE & INTERNET	161.94	0.00
111-53561-141	PHONE & INTERNET	328.38	0.00
111-53561-142	PHONE & INTERNET	1,202.61	0.00
111-53561-151	PHONE & INTERNET	425.28	0.00
111-53561-171	PHONE & INTERNET	252.43	0.00
111-53561-172	PHONE & INTERNET	28.65	0.00
111-53711-113	SCHOOL & CONFERENCE	395.00	0.00
111-53711-142	SCHOOL & CONFERENCE	286.02	0.00
111-53751-114	COMMUNITY DEVELOPM...	5,400.00	0.00
111-53752-114	COMMUNITY PROGRAMM...	3,420.00	0.00
111-53811-111	BONDING	437.50	0.00
111-53811-115	BONDING	467.50	0.00
111-53811-142	BONDING	70.00	0.00
111-53913-112	RECRUITMENT	1,258.74	0.00
212-52111-212	DEPARTMENT SUPPLIES	309.39	0.00
212-52511-212	GASOLINE	861.67	0.00
212-52521-212	OTHER FUEL	1,973.27	0.00
212-53111-212	CONTRACTUAL SERVICES	2,568.55	0.00
212-53161-212	LEGAL PUBLICATIONS	24.48	0.00
212-53451-212	VEHICLE MAINTENANCE	68.86	0.00
212-53511-212	ELECTRICITY	534.25	0.00
212-53531-212	ELECTRIC POWER	1,576.91	0.00
212-53551-212	STREET LIGHTS	27,553.11	0.00
212-53561-212	PHONE & INTERNET	845.77	0.00
213-52111-213	DEPARTMENT SUPPLIES	158.04	0.00
213-52999-213	MISCELLANEOUS	1,000.00	0.00
213-53421-213	BUILDING MAINTENANCE	142.82	0.00
213-53511-213	ELECTRICITY	550.79	0.00
213-53561-213	PHONE & INTERNET	70.94	0.00
213-54311-213	STRUCTURES	11,255.00	0.00
215-52931-111	INSURED REPAIRS/REPLA...	10,716.54	0.00
216-53551-000	STREET LIGHTS	85.42	0.00
218-52111-141	DEPARTMENT SUPPLIES	6,178.85	0.00
218-53111-142	CONTRACTUAL SERVICES	10,564.44	0.00
218-54411-142	EQUIPMENT	97,668.75	0.00
224-52211-114	PUBLICATIONS	12.95	0.00
224-52311-114	MEMBERSHIPS	35.00	0.00
224-53111-113	CONTRACTUAL SERVICES	778.00	0.00

Account Summary

Account Number	Account Name	Expense Amount	Payment Amount
224-53111-114	CONTRACTUAL SERVICES	1,256.25	0.00
224-53561-113	PHONE & INTERNET	69.44	0.00
224-59111-114	ECONOMIC DEVELOPME...	750,000.00	0.00
225-53111-000	CONTRACTUAL SERVICES	10,564.44	0.00
621-52111-621	DEPARTMENT SUPPLIES	423.53	0.00
621-52511-621	GASOLINE	341.10	0.00
621-52521-621	OTHER FUEL	4,332.93	0.00
621-53111-621	CONTRACTUAL SERVICES	2,611.03	0.00
621-53161-621	LEGAL PUBLICATIONS	246.60	0.00
621-53193-621	DISPOSAL FEES	45,794.58	0.00
621-53441-621	EQUIPMENT MAINTENAN...	914.03	0.00
621-53451-621	VEHICLE MAINTENANCE	662.14	0.00
621-53511-621	ELECTRICITY	687.01	0.00
621-53561-621	PHONE & INTERNET	302.05	0.00
631-52111-631	DEPARTMENT SUPPLIES	4,328.14	0.00
631-52511-631	GASOLINE	454.74	0.00
631-52521-631	OTHER FUEL	453.12	0.00
631-53111-631	CONTRACTUAL SERVICES	2,397.10	0.00
631-53441-631	EQUIPMENT MAINTENAN...	1,096.35	0.00
631-53451-631	VEHICLE MAINTENANCE	23.50	0.00
631-53511-631	ELECTRICITY	1,584.20	0.00
631-53531-631	ELECTRIC POWER	116.89	0.00
631-53561-631	PHONE & INTERNET	241.69	0.00
631-53571-631	CELLULAR PHONE	41.06	0.00
631-53631-631	RENT-MACHINES	57.95	0.00
631-54411-631	EQUIPMENT	9,515.01	0.00
641-52111-641	DEPARTMENT SUPPLIES	2,123.05	0.00
641-52117-641	SAMPLES	140.00	0.00
641-52411-641	POSTAGE	203.96	0.00
641-52511-641	GASOLINE	689.33	0.00
641-52521-641	OTHER FUEL	170.97	0.00
641-52611-641	CHEMICALS	1,020.75	0.00
641-53111-641	CONTRACTUAL SERVICES	14,871.60	0.00
641-53451-641	VEHICLE MAINTENANCE	26.00	0.00
641-53511-641	ELECTRICITY	110.50	0.00
641-53531-641	ELECTRIC POWER	460.48	0.00
641-53561-641	PHONE & INTERNET	211.95	0.00
641-53571-641	CELLULAR PHONE	41.06	0.00
641-53631-641	RENT-MACHINES	66.18	0.00
641-54411-641	EQUIPMENT	9,515.01	0.00
661-53111-661	CONTRACTUAL SERVICES	695.00	0.00
661-53561-661	PHONE & INTERNET	33.77	0.00
713-21512	MEDICARE W/H EE PAYAB...	9,316.18	9,316.18
713-21513	FICA W/H EE PAYABLE	33,494.72	33,494.72
713-21514	FED W/H EE PAYABLE	32,704.86	32,704.86
713-21515	STATE W/H EE PAYABLE	23,728.75	23,728.75
713-21517	POL UNION DUES EE PAY	1,053.00	1,053.00
713-21518	FIRE UNION DUES EE PAY	300.00	300.00
713-21523	LIFE INS EE PAYABLE	651.21	651.21
713-21524	SMEC EE PAYABLE	182.27	182.27
713-21527	WAGE ATTACHMENT EE ...	241.60	241.60
713-21528	REGULAR RETIRE EE PAY	16,741.87	16,741.87
713-21529	DEFERRED COMP EE PAY	2,272.62	2,272.62
713-21531	RETIRE FIRE EE PAYABLE	9,957.36	9,957.36
713-21533	RETIRE POLICE EE PAY	15,719.89	15,719.89
713-21534	DIS INC INS EE PAYABLE	718.52	718.52
713-21539	CHILD SUPPORT EE PAY	2,153.18	2,153.18
713-21540	YMCA PAY EE	765.00	765.00

Account Summary

Account Number	Account Name	Expense Amount	Payment Amount
713-21541	HSA EE PAYABLE	10,632.36	10,632.36
713-21723	LIFE INS ER PAYABLE	716.83	716.83
721-53111-721	CONTRACTUAL SERVICES	85.00	0.00
721-53561-721	PHONE & INTERNET	44.86	0.00
725-52111-725	DEPARTMENT SUPPLIES	265.95	0.00
725-53441-725	EQUIPMENT MAINTENAN...	4,810.84	0.00
725-53511-725	ELECTRICITY	188.58	0.00
725-53561-725	PHONE & INTERNET	35.00	0.00
725-53711-725	SCHOOL & CONFERENCE	377.95	0.00
812-53111-112	CONTRACTUAL SERVICES	5,000.00	0.00
812-53862-112	CLAIMS EXPENSE	31,208.68	31,208.68
812-53863-112	FLEXIBLE BENFT EXPENSES	332.30	332.30
Grand Total:		1,302,664.16	193,322.40

Project Account Summary

Project Account Key	Expense Amount	Payment Amount
None	1,291,218.85	193,322.40
2118652931	10,716.54	0.00
6002053111	695.00	0.00
6002053561	33.77	0.00
Grand Total:	1,302,664.16	193,322.40

UTILITY REFUNDS 1-19-21

Account #	Contact	Service Address	Refund Amount
080-5777-02	GINA L LOPEZ	1709 2ND AVE SCOTTSBLUFF NE 69361	15.07
020-4035-03	PEGGY J KING	721 W 20TH ST SCOTTSBLUFF NE 69361	14.45
070-0395-06	B & B RENTALS	613 E 28TH ST SCOTTSBLUFF NE 69361	15.38
045-7212-00	FRANK PROPERTIES LLC	240474 HIGHLAND RD SCOTTSBLUFF NE 69361	39.5
4			\$84.40

City of Scottsbluff, Nebraska

Tuesday, January 19, 2021

Regular Meeting

Item Subdiv.1

Council to discuss and consider action on a preliminary and final plat of Lot 1, Block 1, Frank Properties and approve the Resolution.

Staff Contact: Gary Batt, Code Administrator

Agenda Statement

Item No.

For Meeting of: January 19, 2021

AGENDA TITLE: Preliminary Plat and Final Plat of Lot 1, Block 1, Frank Properties, an addition to the City of Scottsbluff, situated in the SE ¼ of the SE ¼ of Section 15, Township 22 North, Range 55 West of the 6th PM, Scotts Bluff County, Nebraska.

SUBMITTED BY DEPARTMENT/ORGANIZATION: Development Services Department

PRESENTATION BY: Rick Kuckkahn

SUMMARY EXPLANATION: The Preliminary Plat and Final Plat is being done prior to make way for the rezoning of the property, ±1.07 acres, from Agricultural to C-2 zoning, to allow the prospective buyer to build a new business (automated carwash) at the location.

BOARD/COMMISSION RECOMMENDATION: Scottsbluff Planning Commission voted to approve the Preliminary Plat and Final Plat and send it to the Scottsbluff City Council.

STAFF RECOMMENDATION: Development Services recommends the approval of the Preliminary and Final Plat for Lot 1, Block 1, Frank Properties, an addition to the City of Scottsbluff, situated in the SE ¼ of the SE ¼ of Section 15, Township 22 North, Range 55 West of the 6th PM, Scotts Bluff County, Nebraska. A positive recommendation to the Scottsbluff City Council.

EXHIBITS

Resolution ☐

Ordinance ☐

Contract ☐

Minutes ☐

Plan/Map ☐

Other (specify) _____

NOTIFICATION LIST: Yes ☐ No ☐ Further Instructions ☐

Rev: 11/15/12 City Clerk

Please list names and addresses required for notification.

APPROVAL FOR SUBMITTAL: _____
City Manager

Rev: 11/15/12 City Clerk

PLANNING COMMISSION MINUTES
REGULAR SCHEDULED MEETING
JANUARY 11, 2021
SCOTTSBLUFF, NEBRASKA

The Planning commission of the City of Scottsbluff, met in regular scheduled meeting on Monday, January 11, 2021, 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 local circulation in the City, on January 1, 2021. 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. Jim Zitterkopf, Becky Estrada, Mark Westphal, Angie Aguillo, Dana Weber. "Absent": Anita Chadwick, Callan Wayman, Henry Huber, Dave Gompert. City Officials present: Gary Batt (Secretary Planning Commission), Anthony Murphy, City Fire Marshal, Zackary Glaubius, Project& Planning Coordinator.
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. Business not on the agenda: None.
5. Citizens with items not on the agenda: None.
6. The minutes from December 14, 2020 meeting were reviewed. Conclusion, a motion was made by Westphal and seconded by Aguillo to approve the minutes from the December 14, 2020 meeting. "Yeas": Zitterkopf, Estrada, Westphal, Aguillo, Weber. "Abstained": None, "absent": Chadwick, Wayman, Huber, Gompert. " The motion carried".
7. Chairman Weber opened the public hearing for the Rezoning request from Brian Frank to rezone ±1.07 acres from Agricultural to C-2 zoning. Gary Batt was asked to read the background of the request for zoning change. The property being rezoned is ±1.07 acres of Lot 1, Block 1, Frank Properties, an addition to the City of Scottsbluff, situated in the SE1/4 of the SE1/4 of Section 15, Township 22 North, Range 55 West of the 6th PM, Scotts Bluff County , Nebraska. Batt said the rezoning would provide a service for the community, the rezone is in compliance with the

2016 Comprehensive Plan, land usage is in compliance with the Comp Plan. Batt said the rezone would not cause any hazards to the adjacent properties nor create any special problems for the neighborhood or community, being in harmony with the plan for the area. Batt read the plan is for development of an automated or coin-operated car wash which is a permitted use in a C-2 zone. Batt read the ±1.07 acres is bordered to the east and north by C-2 zone properties. In addition, approximately 200 feet south is zoned as C-2. Batt read the remaining property would remain as agricultural zoning. Batt then read the Approval recommendation for the property, the Denial of the rezone and the Table of the rezone. Chairman Weber then asked if anyone cared to speak on behalf of the request. Greg Schilz of MC Schaff and Associates came forward and stated that he was representing Brian Frank in the rezoning. He stated the applicant and new buyer was also present at the meeting. That person was John Hoehne. John then addressed the members and stated that he was purchasing the property, he said the property qualifies for TIF program and depending upon if the rezoning proceeds, he plans to move forward with putting out bids in February 2021. Chairman Weber then asked if members had questions. Mark Westphal asked if the property is located west of Viaero Wireless. Greg Schilz replied yes. It appeared there were no more questions so Chairman Weber then closed the public hearing and asked for a motion to approve the rezone. Mark Westphal made the motion and was seconded by Jim Zitterkopf to approve the Rezoning of the ±1.07 acres from Ag to C-2 zoning. "Yeas": Zitterkopf, Estrada, Westphal, Aguillo, Weber. "Abstained": None. "Absent": Chadwick, Wayman, Huber, Gompert. "The Motion Carried".

8. Chairman Weber then opened the public hearing for the Preliminary Plat and Final Plat. Chairman Weber then asked Gary Batt to read the background for the request. Batt read the applicant Brian Frank has requested approval of a Preliminary Plat and Final Plat of Lot 1, Block 1, Frank Properties, an addition to the City of Scottsbluff, situated in the SE ¼ of the SE ¼ of Section 15, Township 22 North, Range 55 West of the 6th PM, Scotts Bluff County, Nebraska. The property is ±1.07 acres, situated along the south side of the 1000 block of West 29th Street. The property is bordered to the east by Viaero Wireless, on the north is Home Depot, to the west is AG land and south is a combo of AG and C-2 zoning. The purpose of the Preliminary plat is to incorporate the property to be developed. Batt then read the recommendations to approve, deny or table for possible reasons. Chairman Weber then asked if any members had any questions, there being none, Chairman Weber then closed the public hearing and asked for a motion to approve the Preliminary Plat and Final Plat. Angie Aguillo then made a motion seconded by Mark Westphal to approve the Preliminary and Final Plats for ±1.07 acres of Lot 1, Block 1, Frank Properties, an addition to the City of Scottsbluff, situated in the SE ¼ of the SE ¼ of Section 15, Township 22 North, Range 55 West of the 6th PM, Scotts Bluff County, Nebraska. "Yeas": Zitterkopf, Estrada, Westphal, Aguillo, Weber. "Abstained": None, "Absent": Chadwick, Wayman, Huber, Gompert. "The Motion Carried".
9. Chairman Weber then asked if there was any further business, with there being none, Chairman Weber called the meeting adjourned asking for members to signify by saying aye, the five present said aye.

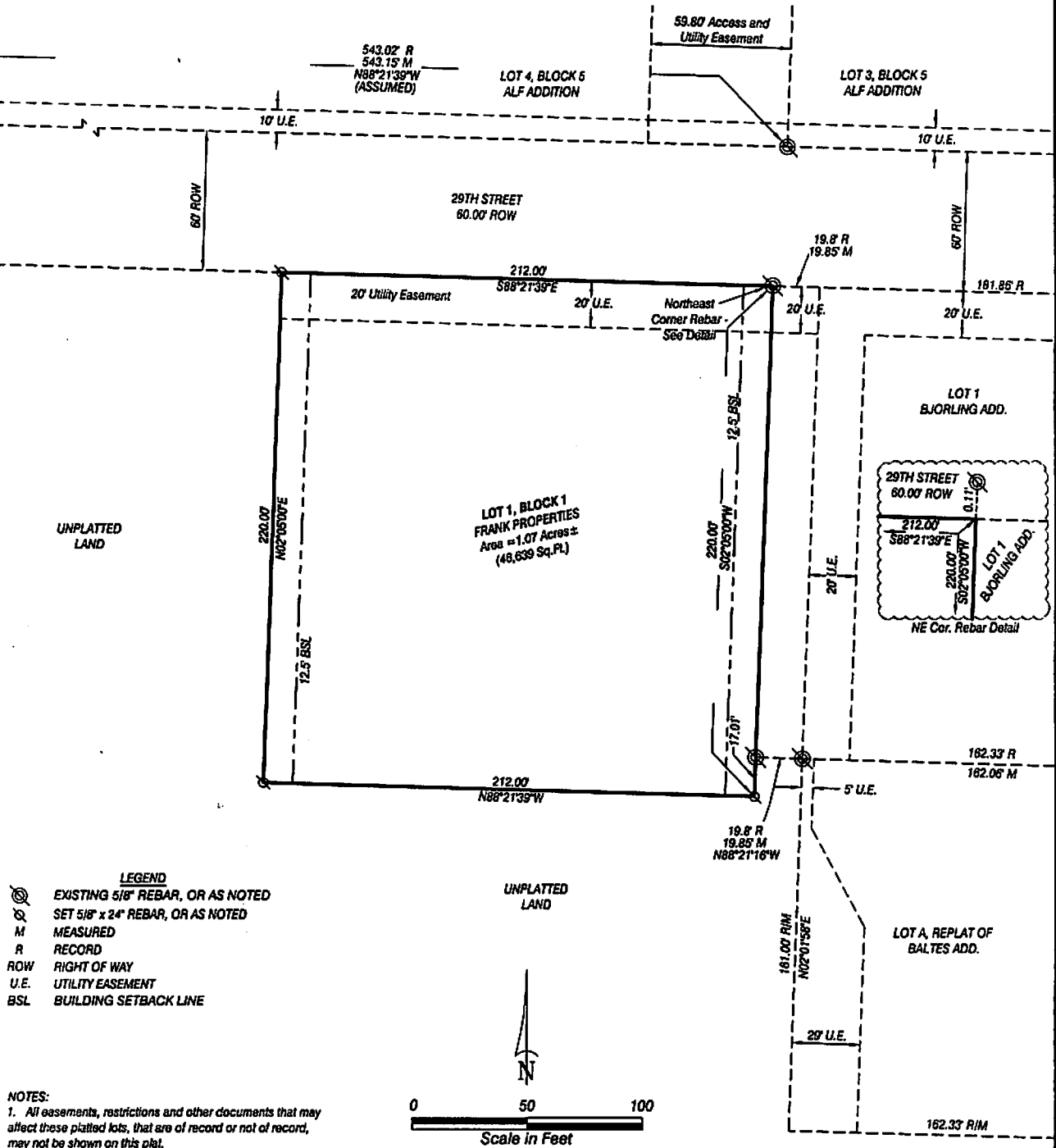
Chairman Dana Weber.

Secretary Gary Batt.

FINAL PLAT

LOT 1, BLOCK 1, FRANK PROPERTIES, AN ADDITION TO THE CITY OF SCOTTSBLUFF,

SITUATED IN THE SOUTHEAST QUARTER OF THE
SOUTHEAST QUARTER OF SECTION 15,
TOWNSHIP 22 NORTH, RANGE 55 WEST
OF THE 6TH P.M., 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 Lot 1, Block 1, Frank Properties, an Addition to the City of Scottsbluff, situated in the SE¼ of the SE¼ of Section 15, Township 22 North, Range 55 West of the 6th P.M., Scotts Bluff County, Nebraska, dated December 11, 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 to be filed and recorded in the office of the Register of Deeds, Scotts Bluff County, Nebraska.

Passed and approved this ____ day of January, 2021.

Mayor

ATTEST:

City Clerk

City of Scottsbluff, Nebraska

Tuesday, January 19, 2021

Regular Meeting

Item Resolut.1

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

Staff Contact: Thomas Schingle, Fire Chief

CHAPTER 8

FIRE

Article

1. Fire Hazards, Prevention.

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

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

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

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

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

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

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

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

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

ARTICLE 1

FIRE HAZARDS, PREVENTION

(a) GENERAL PROVISIONS

Section

8-1-1 Terms; defined.

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

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

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

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

8-1-6 Same; corporation counsel.

8-1-7 Same; fire limits.

8-1-8 Same; fire prevention code.

8-1-9 Same; municipality.

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

8-1-11 Article; application.

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

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

8-1-14 to Reserved.

8-1-17

(b) ADMINISTRATION OF LAW

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

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

8-1-20 Permits; inspections; tests.

8-1-21 Article; modification.

8-1-22 Appeals; requirements.

8-1-23 to Reserved.

8-1-26

(c) PARTICULAR HAZARDS

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

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

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

8-1-30 Same; definitions.

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

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

(d) VIOLATIONS; PENALTY

8-1-58 Violations; penalty.

Nebraska Statutes

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

(a) GENERAL PROVISIONS

8-1-1. Terms; defined.

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

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

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

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

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

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

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

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

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

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

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

8-1-6. Same; corporation counsel.

The term “corporation counsel” means the City Attorney.

8-1-7. Same; fire limits.

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

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

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

8-1-9. Same; municipality.

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

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

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

8-1-11. Article; application.

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

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

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

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

The following sections shall read:

Section 101.1. Insert: City of Scottsbluff

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

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

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

Section 112.4. Insert: none, \$250.00

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

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

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

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

5704.2.9.6.1

5706.2.4.4

5806.2

6104.2

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

(b) ADMINISTRATION OF LAW

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

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

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

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

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

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

8-1-21. Article; modification.

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

8-1-22. Appeals; requirements.

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

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

(c) PARTICULAR HAZARDS

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

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

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

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

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

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

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

8-1-30. Same; definitions.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

8-1-38. Same; zoning districts.

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

8-1-39. Same; railroad tank 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

Tuesday, January 19, 2021

Regular Meeting

Item Resolut.2

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

Staff Contact: City Council

ORDINANCE NO. _____

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

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

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

6-2-2. Same; residence.

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

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

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

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

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

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

PASSED and APPROVED on _____, 2021.

Mayor:

ATTEST:

City Clerk (Seal)

Approved as to Form:

City Attorney

City of Scottsbluff, Nebraska

Tuesday, January 19, 2021

Regular Meeting

Item Reports1

Council to discuss and consider action on the Certificate of Compliance for Year 2020 for Maintenance Agreement No. 22 with the Nebraska Department of Transportation and authorize the Mayor to sign the Certificate.

Staff Contact: Mark Bohl, Public Works Director



Pete Ricketts, Governor

December 28, 2020

City of Scottsbluff
Attn: Kim Wright
2525 Circle Drive
Scottsbluff, NE 69361

RE: City Certificate of Compliance Year 2020

Ms. Wright,

Enclosed is the **Certificate Compliance for Year 2020**.

This document verifies that the work stipulated in the City Maintenance Agreement has been completed and allows the State to pay the City as per the agreement.

Only one copy of this document is enclosed.

Please sign (after 1/1/2021) and return the document to this office (NDOT, PO Box 220, Gering NE 69341).

After completion at the state level, a copy of the document will be returned to you for your records. If you have any questions, please contact me.

Sincerely,

For Chris O. Ford
District Operations & Maintenance Manager

Moe Jamshidi, P.E., Interim Director

Department of Transportation

District 5 Headquarters

140375 Rundell Rd.

PO Box 220

Gering, NE 69341-0220

dot.nebraska.gov

OFFICE 308 436 6587 FAX 308 633 6614
NDOT.ContactUs@nebraska.gov

CERTIFICATE OF COMPLIANCE

Maintenance Agreement No. 22 QE 1733 Supp 003
Maintenance Agreement between the Nebraska Department of Transportation and the
Municipality of Scottsbluff
Municipal Extensions in Scottsbluff

We hereby certify that all roadway surface maintenance has been accomplished as per terms of the Maintenance Agreement specified above.

As per Section 8d of the Agreement, we are submitting this certificate to District Engineer Doug Hoevet, Department of Transportation, Gering, Nebraska.

ATTEST: _____ day of _____, 2021.

City Clerk

Mayor/Designee

I hereby certify that all roadway surface maintenance was performed as per the above listed agreement and payment for the same should be made.

District Engineer, Department of Transportation

For Office Use Only

Agreement No.: _____
Pay/Bill Code: _____
Contractor No.: _____
Amount: \$ _____

NEBRASKA

Good Life. Great Journey.

DEPARTMENT OF TRANSPORTATION

City Maintenance Agreement

Attachment B

City of: Scottsbluff

Date: 12/5/19

☒ **Surface Maintenance**

From Attachment "C", it is determined that the State's responsibility for surface maintenance within the City limits is 17.52 lane miles. Pursuant to Sections 1c, 8b, 8d of the Agreement and to Attachment "C" made part of this Agreement through reference, the State agrees to pay to the City the sum of \$2,100.00 per lane mile for performing the surface maintenance on those lanes listed on Attachment "C".

Amount due the City for surface maintenance:

17.52 lane miles x \$2,100.00 per lane mile = \$36,792.00.

☐ **Snow Removal**

From Attachment "A", it is determined that snow removal within City limits is the responsibility of the City. Pursuant to Section 8d of the Agreement and to Attachment "C" made a part of this Agreement through reference, the City agrees to pay to the State the sum of \$ _____ per lane mile for performing snow removal on those lanes listed on Attachment "C".

Amount due the State for snow removal:

_____ lane miles x \$ _____ per lane mile = \$ _____

☐ **Other (Explain)**

NDOT Form 504, August 17

Q61733 Supp on 2

EXHIBIT "C"City of **SCOTTSBLUFF****STATE OF NEBRASKA
DEPARTMENT OF ROADS****RESPONSIBILITY FOR SURFACE MAINTENANCE
OF MUNICIPAL EXTENSIONS****NEB. REV. STAT. 39-1339
and NEB. REV. STAT. 39-2101**

DESCRIPTION	HWY. NO.	REF FROM	POST TO	LENGTH IN MILES	WIDTH OF STREET	TOTAL DRIVING LANES	TOTAL LANE MILES	RESPONSIBILITY STATE	CITY
EAST CITY LIMITS TO WEST CITY LIMITS	26	21.78	25.18	3.40	48'	4	13.60	13.24	.36
W. JCT 71/26 TO NORTH CITY LIMITS	71	62.91	63.63	.72	40'	2	1.44	1.26	.18
WEST CITY LIMITS TO SOUTH LIMITS	S79H	.56	2.07	1.51	40'	2	3.02	3.02	
TOTAL LANE MILES				5.63			18.06	17.52	.54

QE1733 SUP 003

City of Scottsbluff, Nebraska

Tuesday, January 19, 2021

Regular Meeting

Item Reports2

**Council to discuss and consider action on the City of Scottsbluff
Façade Improvement Grants.**

Staff Contact: Starr Lehl, Economic Development Director

Façade Improvement Program Application

Project Information

1. Applicant Name: West Nebraska Arts Center
Applicant Address: 106 E. 18th Street
Telephone No.: 308-632-2226 E-Mail Address: michele@thewnac.com
Property Owner (if different than applicant): City of Scottsbluff

2. Project Site Address: 106 E. 18th Street

3. Is the Project Site Currently Occupied? Yes ☒ No ☐

4. Land Use of Project Site (Select one):

Restaurant ☐ Retail ☐ Service ☐

- ☒ Other (Please specify): Non-profit

5. Nature and Name of Business (if applicable): Community Arts Center/ West Nebraska Arts Center

6. Proposed Project: Describe in detail; attach plans and specifications:

Facade Repair

The facade of the West Nebraska Arts Center has been deteriorating for several years but, more recently, larger pieces have fallen creating a safety hazard for employees and visitors to our building. Repair will consist of grinding out vertical joints of precast and stone and retuck with masonry as needed. Masonry joints will be filled 3/8 back of surface and then caulked with NP1, a polyurethane caulk. This will provide a long-lasting joint that will be waterproof and will stop water from penetrating into joints and causing damage. The rebar that was installed to prevent larger pieces from falling will be removed and the damaged precast will be repaired. This involves cutting and removing areas back to solid material and installing pins to hold repairs in place. Then new materials formed to match the existing design and color will be installed.

7. List all other funds or assistance the applicant has received from the City in the last 10 years (e.g. other grants, Economic Development Assistance (LB840) loans or grants, Tax Increment Financing)

Type of Assistance: General operating funds and building maintenance

Amount: \$8,000

Date: Every year 2011-2020

8. Estimated Project Costs:

Exterior Improvements (describe)

\$ \$ 13,791.00

See #6 above

Other (describe)

Total

\$ \$ 13,791.00

Grant Funds Requested*

\$ 5,000

*Grant funds requested must not exceed the \$10,000 maximum

*Grant funds requested must not exceed ½ of the cost of exterior improvements

*Bids or estimates from contractors and material estimates must be included at the time of application

9. Person doing work (if different than applicant): Robert Nation Masonry

Address: Box 653, Scottsbluff, NE 69361

Phone No.: 308-633-1014, 308-631-1995

10. Project Construction Schedule (estimated):

Start Date 04/01/21

Completion Date 09/01/21

***ALL WORK MUST BE COMPLETED AND RECEIPTS SUBMITTED TO THE CITY NO LATER THAN SEPTEMBER 10, 2021. IF THE APPLICANT FAILS TO GIVE TIMELY REPORTS TO THE CITY OR, IF BASED ON THE APPLICANT'S MONTHLY REPORTS IT APPEARS TO THE CITY THAT THE WORK WILL NOT BE COMPLETED ON TIME, THE CITY MAY, IN ITS SOLE DISCRETION, RESCIND OR REDUCE THE GRANT AWARD.**

To be completed by Staff:

Zoning of Property C-1

Square footage of building



RNI

MASONRY

Box 653
Scottsbluff NE. 69361

Phone 1-308-633-1014
Fax 1-308-635-1500

Tom 1-308-631-1995

June 8, 2020

RE; Western Nebraska Arts Center

After carefully looking over the building we have come up with some pricing of some repairs that we feel are needed, and repair of the deteriorating Precast on the front entrance.

The precast and stone bands and decorative work vertical joints are missing or cracking out. We propose the cost of **\$6619.00** to grind out all vertical joints of precast and stone and retuck with masonry as needed. We will leave masonry joint 3/8 back of surface and then caulk the joints with NP1 a Polyurethane caulk. This will provide a long lasting joint that will be waterproof and will stop water from penetrating into joints and causing damage.

The cornice over the front entrance is precast and has had a lot of water damage and deterioration because of water. We propose the cost **\$7352.00** to remove the installed rebar and repair the damaged precast. We will cut and remove areas back to solid material and install pins to hold repairs in place. We will then form new materials to match the existing design and color. We anticipate this repair will take two weeks.

We would be willing to do any of this work on a cost plus basis if preferred. Our Labor rates are as follows:

Mason - \$49.28 per hour

Laborer or operator - \$30.80 per hour

Forklift or lift- \$200.00 per day

Sincerely

Vance E Holmes

Estimator / PM

308.631.4974

vanceholmes@robertnationmasonry.com

WNAC Façade Repair



**WEST NEBRASKA
ARTS CENTER**

YOUR WINDOW ON THE ARTS

106 E. 18th Street, Scottsbluff, NE 69361
308-632-2226



A significant piece of decorative work has broken off and fallen. (upper left)



Water damage on cornice.



Cracked Façade.



Missing masonry.

Partially missing block.



North side entrance of West Nebraska Arts Center.



Façade Improvement Program Application

Project Information

1. Applicant Name: _____
Applicant Address: _____
Telephone No.: _____ E-Mail Address: _____
Property Owner (if different than applicant): _____

2. Project Site Address: _____

3. Is the Project Site Currently Occupied? Yes No

4. Land Use of Project Site (Select one):

Restaurant

Retail

Service

Other (Please specify): _____

5. Nature and Name of Business (if applicable): _____

6. Proposed Project: Describe in detail; attach plans and specifications:

7. List all other funds or assistance the applicant has received from the City in the last 10 years (e.g. other grants, Economic Development Assistance (LB840) loans or grants, Tax Increment Financing)

Type of Assistance: _____

Amount: _____

Date: _____

8. Estimated Project Costs:

Exterior Improvements (describe) \$ _____

Other (describe)

Total \$ _____

Grant Funds Requested* \$ _____

*Grant funds requested must not exceed the \$10,000 maximum

*Grant funds requested must not exceed ½ of the cost of exterior improvements

*Bids or estimates from contractors and material estimates must be included at the time of application

9. Person doing work (if different than applicant): _____

Address: _____

Phone No.: _____

10. Project Construction Schedule (estimated):

Start Date _____

Completion Date _____

***ALL WORK MUST BE COMPLETED AND RECEIPTS SUBMITTED TO THE CITY NO LATER THAN SEPTEMBER 10, 2021. IF THE APPLICANT FAILS TO GIVE TIMELY REPORTS TO THE CITY OR, IF BASED ON THE APPLICANT'S MONTHLY REPORTS IT APPEARS TO THE CITY THAT THE WORK WILL NOT BE COMPLETED ON TIME, THE CITY MAY, IN ITS SOLE DISCRETION, RESCIND OR REDUCE THE GRANT AWARD.**

To be completed by Staff:

Zoning of Property _____

Square footage of building _____

Russell's Excavation & Construction

PO Box 139
Morrill, Ne. 69358
308-247-3171

Estimate

DATE	ESTIMATE #
12/30/2020	1411

NAME / ADDRESS
Action Communications#1 315 W 27th St Scottsbluff, NE. 69361 Attention: Rick Derr

RUSSELL'S EXCAVATION & CONSTRUCTION

- EXCAVATING • DOZING • GENERAL CONST. • FREE ESTIMATES
- DEMOLITION • SEPTIC SYSTEMS • CARPENTRY • BY JOB OR HOUR
- GRADING • BASEMENTS • CONCRETE WORK
- TRENCHING • SITE WORK
- HAULING



RUSSELL C. REISIG

247-3171

or 247-3441



114 Center
Morrill, NE 69358

			PROJECT
ITEM	DESCRIPTION	QTY	TOTAL
1	2,720 SQ. Ft. concrete removed & replaced @\$6.25 SQ. Ft.	2,720	17,000.00
2	Remove & replace walk door.		1,000.00
If a concrete pumper truck is required there will be an additional charge.			
TOTAL			\$18,000.00

608 S Broadway
Scottsbluff NE 69361
308-633-1156

Date	Estimate #
12/17/2020	2252

Name / Address
Action Communication 315 W 27th Street Scottsbluff, NE 69361

P.O. No.	Rep	Project
	JK	

Item	Description	Qty	Rate	Total
Commercial OVH...	Removal of existing 12x10 overhead door, and installation of a new 12'x10', Model 3285, 2" thick insulated overhead door, white in color, row of 24"x12" insulated windows in the third section, one strut, standard lift track, weatherstrip, and heavy duty hardware. Labor, material, and tax.	1	1,998.00	1,998.00
			Subtotal	\$1,998.00

Signature _____	Sales Tax (7.0%)	\$0.00
	Total	\$1,998.00





Façade Improvement Program Application

Project Information

1. Applicant Name: Jessie J. Martinez
Applicant Address: 1008 11th Ave Apt 2
Telephone No: 806.690.2216 E-Mail Address: 16thempirellc@gmail.com
Property Owner (if different than applicant): _____
2. Project Site Address: 1605 B Ave A Scottsbluff, NE 69361
3. Is the Project Site Currently Occupied? Yes ☒ No
4. Land Use of Project Site (Circle one):
Restaurant Retail ☒ Service
Other (Please specify): _____
5. Nature and Name of Business (if applicable): Remodel property to be used for retail or service space
6. Proposed Project: Describe in detail; attach plans and specifications:
To update and remodel retail space in the down town business district area of Scottsbluff .
Like our first project 16th Empire we will update and bring the property up to code. The
property will have a modern look but will be energy and cost efficient. The remodel will be
done by utilizing local contractors and suppliers. This will ensure that our dollars are staying
local to Scottsbluff. Maintaining a low cost for remodel will allow us to offer the space at an
affordable price for lease or sale to an eager buisness owner looking to share their business with
the down town area. Attached are plans to bring large glass windows and doors to the face of
the building. We will add metal siding that will attract the eye but also will be energy efficient.
All cracked sidewalk in front of the space will be replaced for safety.
7. List all other funds or assistance the applicant has received from the City in the last 10 years (e.g. other grants, Economic Development Assistance (LB840) loans or grants, Tax Increment Financing)
Type of Assistance: None.
Amount: _____
Date: _____

8. Estimated Project Costs:

Exterior Improvements (describe) \$ 11,150.00

Other (describe)

Total \$ 11,150.00
Grant Funds Requested* \$ ~~11,150.00~~ \$5,575

*Grant funds requested must not exceed the \$10,000 maximum

*Grant funds requested must not exceed ½ of the cost of exterior improvements

*Bids or estimates from contractors and material estimates must be included at the time of application

9. Person doing work (if different than applicant): New Life Construction

Address: _____

Phone No.: (308)631-4799

10. Project Construction Schedule (estimated):

Start Date 01/22/2021

Completion Date 02/19/2021

***ALL WORK MUST BE COMPLETED AND RECEIPTS SUBMITTED TO THE CITY NO LATER THAN SEPTEMBER 10, 2021. IF THE APPLICANT FAILS TO GIVE TIMELY REPORTS TO THE CITY OR, IF BASED ON THE APPLICANT'S MONTHLY REPORTS IT APPEARS TO THE CITY THAT THE WORK WILL NOT BE COMPLETED ON TIME, THE CITY MAY, IN ITS SOLE DISCRETION, RESCIND OR REDUCE THE GRANT AWARD.**

To be completed by Staff:

Zoning of Property _____

Square footage of building _____

1702 Ave B
Scottsbluff, NE 69361
Phone: 308-635-3350

Thompson Glass

quote

To: Jessie Martinez

From: Greg Thompson

Job: W 16th project

Pages: 2

Subject: 1 new door, 2 windows

Date 12-24-20

☐ Urgent ☒ For Review ☐ Please Comment ☐ Please Reply ☐ Please Recycle

We propose to deliver and install one 3⁰ x 6⁸ door and two 6' x 5' windows complete as per Jessie.

Door to be Kawneer "190" R.H., 1^{1/2} o/p, m/s lock, "450" (black).

Windows to be Kawneer "451" T, 2" x 4-1/2" (black).

Glass to be 1" insulated S.B.-60 (clear) tempered.

Installed \$5,800.00 + tax

Add for tint \$200.00

Sales tax not included

No final cleaning

Bid for 60 days

Thanks,

Greg T.

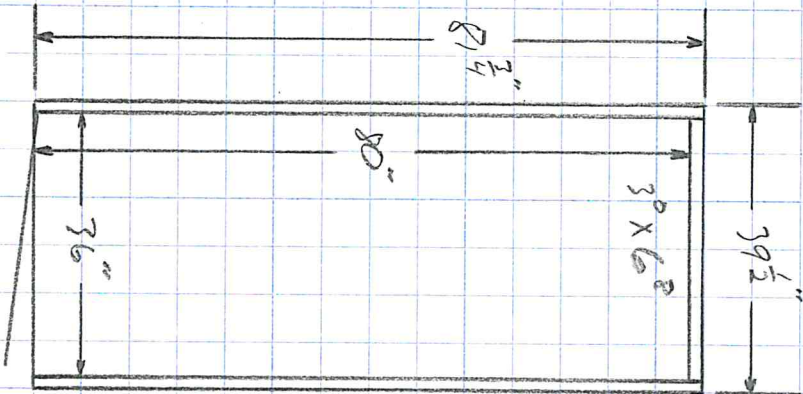
R.O. = 39 1/2" x 82"

Actual Size

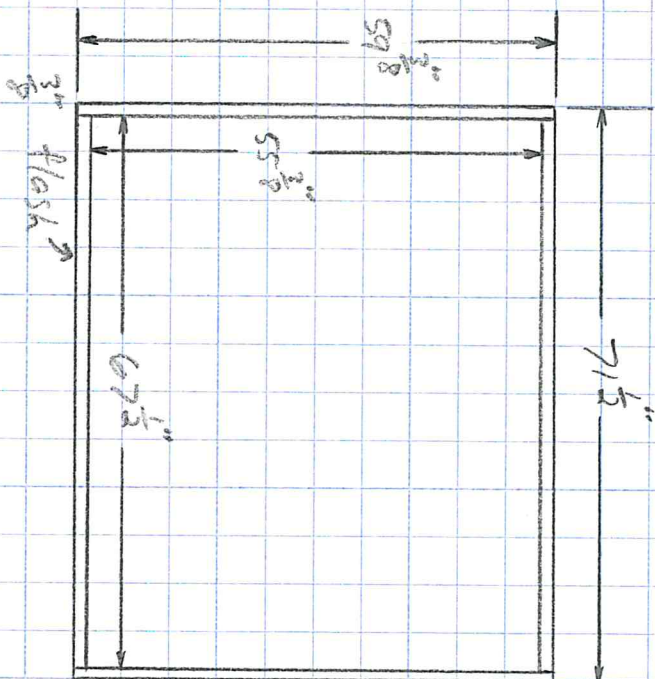
Jessie Martinez

R.O.'s = 72" x 60"

South Elevation



(1 - Thus)



(2 - Thus)

1. Door to be Kaurer "90" R.H., 1 1/2" top, m/s lock, "450" (black).
2. Windows to be Kaurer "451" T, 2" x 4 1/2" (black).
3. Glass to be 1" insulated S.B.-60 (clear) tempered.

12-24-20

Scale: 1/2" = 1'-0" Gary T.

Proposal

Page # 1 of 2 pages

New Life Construction
308-631-4799 - Ed

Jess Martinez

PROPOSAL SUBMITTED TO:	JOB NAME Carm Building	JOB # 85
ADDRESS	JOB LOCATION 16 th St. Downtown Scottsbluff, NE	DATE 1/2/21
PHONE # (506) 690-2216	FAX #	ARCHITECT EC

We hereby submit specifications and estimates for:

Reface front entry - Approx. 450 sq. ft.
with Pro Rib metal - includes all misc. trim &
metal to complete job. (Customer to choose color.)
\$3150.

Frame - for 2 - windows customer to supply
windows. \$250.

Concrete - Remove + replace 30' x 15' front concrete
walk in front of entry. Labor + Material
\$1950.

Include all trash Removal
+ Cleanup.

total Labor +
Material
\$5350.

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

\$

Dollars

with payments to be made as follows: 50% P.D. to start next upon completion

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

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.

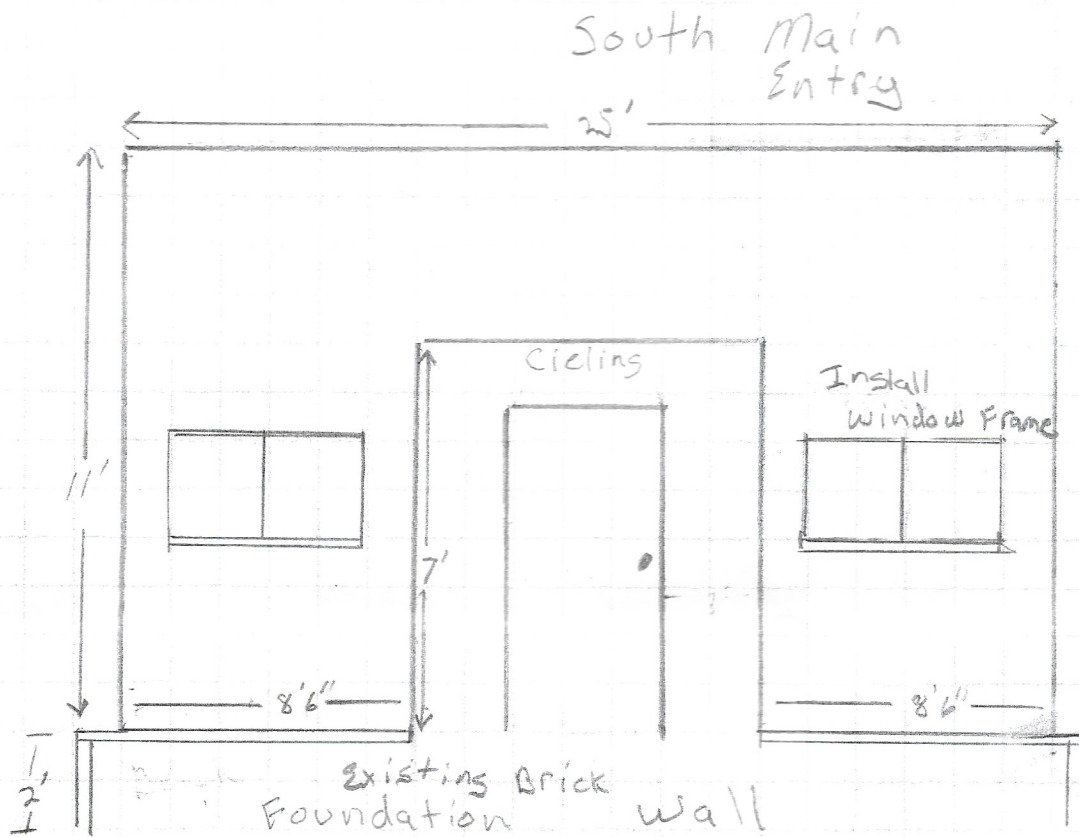
Signature _____

Date of Acceptance _____

Signature _____

Jess Martinez

16th St Seb, NE
Down town
Comercial Building



Job Description - Reface front Entry

Install - Frame for 2 - Windows
Metal Trim-for Inside +
outside Corners

Install - Pro Rib-Metal 3' wide - 450 sq ft
To run Horizontal
(Customer to Choose Color)



City of Scottsbluff, Nebraska

Tuesday, January 19, 2021

Regular Meeting

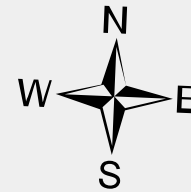
Item Reports3

Council to authorize a study, amounting up to \$10,000, to be conducted on the question of whether portions of the Downtown Corridor are substandard and blighted as defined in the Community Development Law and submit the question to the Planning Commission for its review and recommendation.

The Downtown Corridor is generally described as along Broadway and nearby streets from East and West Overland to 27th Street.

Staff Contact: Starr Lehl, Economic Development Director

City of Scottsbluff, Nebraska Community Redevelopment Areas



Legend

- Blight Areas
- Corporate Limits

City of Scottsbluff GIS
Created on November 17, 2020
Coordinate System:
NAD 1983 StatePlane Nebraska FIPS 2600
Feet
Lambert Conformal Conic
The City makes no representation or warranty as to the accuracy, timeliness, or completeness, and in particular, its accuracy in labeling or displaying dimensions, contours, property boundaries, or placement or location of any map features thereon.

Esri, HERE, Garmin, (c) OpenStreetMap co

City of Scottsbluff, Nebraska

Tuesday, January 19, 2021

Regular Meeting

Item Reports4

Council to acknowledge a letter of intent to apply for grant funding to complete the City's 18th Street Plaza with the Nebraska Department of Economic Development through the Community and Civic Center Financing Fund Program.

Staff Contact: Starr Lehl, Economic Development Director



308-632-4136
2525 Circle Drive
Scottsbluff, NE 69361

January 14, 2021

Jenny B. Mason, CCCFF Coordinator
Nebraska Department of Economic Development
301 Centennial Mall South
P. O. Box 94666
Lincoln, NE 68509-4666

RE: Letter of Intent to Apply

Dear Jenny,

This letter is official notice to the Department of Economic Development that the City of Scottsbluff intends to apply for an award through the Community and Civic Center Financing Fund program. The city has reviewed the grant maximum schedule and is in the process of completing the application for the 2021 program year.

The City of Scottsbluff grant application will be a **planning** grant to complete the city's 18th Street Plaza in downtown Scottsbluff to make it a destination and gathering place for citizens and visitors.

The **total estimated project cost is \$40,000** with an **anticipated grant request of \$15,000**. The city's Business Improvement District (BID) Committee has been working to make the 18th Street Plaza a welcoming space in the community and the city has already invested funds to accomplish this goal.

The City of Scottsbluff is aware that, if awarded, the CCCFF monies cannot account for more than fifty percent of total project costs and has a general accounting system in place to track project costs.

Sincerely,

Jeanne McKerrigan, Mayor
City of Scottsbluff



City of Scottsbluff, Nebraska

Tuesday, January 19, 2021

Regular Meeting

Item Reports5

Council to discuss and consider action on authorizing the Mayor to sign the State of Nebraska Department of Economic Development CDBG Contract for Owner-Occupied Property Rehabilitation.

Staff Contact: Starr Lehl, Economic Development Director

**STATE OF NEBRASKA DEPARTMENT OF ECONOMIC DEVELOPMENT
COMMUNITY DEVELOPMENT BLOCK GRANT
CONTRACT NO. 20-HO-31041
Owner-Occupied Property Rehabilitation
CFDA #14.228**

This contract is entered into between the State of Nebraska Department of Economic Development ("Department") and the City of Scottsbluff, Nebraska ("Grantee") upon the date of signature by both parties.

RECITALS:

A. The United States Department of Housing and Urban Development ("HUD") has designated the Department as administrator of and has awarded the Department funds for the Community Development Block Grant Program ("CDBG").

B. The Grantee submitted an application ("Application") to undertake community development activities ("Project") authorized under the Housing and Community Development Act of 1974 ("HCDA" or "Act") and its corresponding federal regulations (24 C.F.R. Part 570) using CDBG funds.

C. The Grantee has submitted an application ("Application") to the Department setting forth a project which will undertake community development activities authorized under the Act using CDBG funds. The Application has been approved and is incorporated herein by this reference. The CDBG Funds will be used for owner-occupied housing rehabilitation assistance for low-to-moderate income Nebraskans. The project consists of assisting housing units located, or to be located, in Scottsbluff, Nebraska (the "Project"). The units and the project requirements are further described in the Application and in the *Table of Project Requirements* found on the next page of this contract.

THE REMAINDER OF THIS PAGE IS LEFT INTENTIONALLY BLANK

All percentage references in this table, e.g. 60%, include the implied phrase "at or below" prior to the % and the implied phrase "of the area median income per the most recent HUD income limits" after the %.

Table of Project Requirements (for homebuyer assistance, or owner-occupied rehabilitation, project)						
Requirement Descriptions			Data/Comment			
Total number of units in the Project→			25			
Total number of CDBG-assisted units→			25			
Number of CDBG units 80% for HOME Low-Income Limits			25			
Number of CDBG units 60% for HOME 60% Income Limits x 2			00			
Number of CDBG units 50% for HOME Very Low-Income Limits			00			
Affordability period, if any (source and duration)→			<input type="checkbox"/> HUD-imposed affordability period, specified in Part III of this contract		<input checked="" type="checkbox"/> Nebraska-imposed affordability period, specified in Part III of this contract	
Categories of homebuyers/homeowners to be served→	<input checked="" type="checkbox"/> No restrictions	<input type="checkbox"/> Elderly aged 62 and older	<input type="checkbox"/> Elderly aged 55 and older	<input type="checkbox"/> Persons w/ disabilities (particulars below*)	<input type="checkbox"/> 'Other' (particulars below*)	[Reserved]
*Particulars as to persons w/disabilities or as to 'Other' category→ Not applicable.						

AGREEMENT:

Premised on the Recitals above and in consideration of the mutual promises and understandings of the parties set forth below, the parties agree as follows:

PART I: TERMS AND CONDITIONS.

§1.01 Amount, Use, and Payment of CDBG Funds.

The total amount of CDBG funds to be paid by the Department to the Grantee for allowable expenses incurred will not exceed **Seven Hundred Thirty-Two Thousand Five Hundred Dollars (\$732,500)**.

The *Nebraska Community Development Block Grant Program Administration Manual* ("Administration Manual") describes many restrictions governing the receipt of CDBG funds from the Department. Included among those restrictions are limitations on the amount of CDBG funds the Grantee is allowed to use for administration expenses. Only **Twenty Thousand Dollars (\$20,000)** of CDBG funds may be used for approved administrative and audit expenses.

The CDBG funds granted to the Grantee must be used to fund the Project as detailed in the Application. The Project generally involves housing rehabilitation, housing management, and lead-based paint test & risk assessments/clearance in Scottsbluff, Nebraska.

Requests by the Grantee for reimbursement of Project administration expenses will not be paid by the Department unless a CDBG Certified Administrator has been identified and is administering the Project at the time of each request for reimbursement of administration expenses. This requirement is applicable at all times throughout Project completion (including final Project reports).

To request payment of allowable expenses, the Grantee must submit a request for payment in the manner and form prescribed by the Department to the Housing and Community Development Division, Department of Economic Development, 301 Centennial Mall South, P.O. Box 94666, Lincoln, Nebraska 68509-4666.

§1.02 Time of Performance.

The time of performance for this contract shall commence on November 18, 2020 and terminate on November 17, 2022. All of the required activities and services, except for submission of final reports, administration, and audit, must be completed on or before this date. The provisions of this contract that survive the termination date are specified in Part IV.

§1.03 Program Income.

Program income is regulated by the provisions of 24 C.F.R. §570.489(e). The exact text of this regulation should be consulted for definitions and other guidance concerning program income.

Program income generally means any gross income received by the Grantee or a subrecipient of the Grantee that was generated from the use of CDBG funds; however, some exceptions are detailed in 24 C.F.R. §570.489(e)(2). Program income includes, but is not limited to, the following:

- payments of principal and interest on loans made using CDBG funds;
- proceeds from the disposition (by sale or long-term lease) of real property purchased or improved with CDBG funds;
- proceeds from the disposition of equipment purchased with CDBG funds;
- interest earned on program income pending its disposition;
- interest earned on CDBG funds held in a revolving loan fund's cash balance interest-bearing account.

All program income received prior to the completion of the approved grant activities must be applied to those activities prior to requesting additional CDBG funds from the Department. In other words, the Grantee's pool of program income must be the "first out" and must be fully depleted before it may request "new" CDBG funds from the Department.

The Grantee agrees to treat all received and/or retained program income as additional CDBG funds subject to all requirements applicable to the CDBG Program. Additionally, the Grantee agrees to submit regularly occurring reports to the Department regarding program income and agrees, upon the Department's request, to maintain a contractual relationship with the Department for the duration of the time period in which the Grantee maintains program income.

§1.04 National Objective Requirement.

The Grantee must fulfill the national objective of benefiting low-to-moderate income persons. Failing to fulfill a national objective will result in the disallowance of CDBG funding for the Project, and CDBG regulations require the Grantee to repay all CDBG funds to the Department.

§1.05 Conduct of Local Project; Amendments to Local Program Guidelines.

The Grantee's Project must be conducted in the manner, under the criteria, and according to the standards established in the Grantee's guidelines, which were submitted to the Department in the Application or as required by Part II of this contract. The Project must also be conducted in accordance with the Administration Manual.

Any amendments to the Grantee's guidelines which materially change their form and content as originally submitted must be approved by the Department in writing.

§1.06 Incorporation of RECITALS as Agreed Terms of Contract.

All provisions of the RECITALS above are incorporated as agreed provisions of the contract.

PART II: SPECIAL CONDITIONS FOR RELEASE OF FUNDS.

Funding of the amount stipulated in §1.01 will not be released until the following special conditions for release of funds are met. These special conditions must be satisfactorily completed no later than February 18, 2021. The Department reserves the right to cancel the contract if these special conditions are not met by this date.

§2.01 Grantee Information Sheet.

The Grantee must submit a completed Program Grantee Information Sheet to the Department as prescribed.

§2.02 Environmental Review.

The Grantee must submit documentation to the Department evidencing the completion of its responsibilities for environmental review and decision making pertaining to the Project

and its compliance with the National Environmental Policy Act of 1969 (NEPA) and other provisions of federal law, as specified in 24 C.F.R. Part 58, which further the purposes of NEPA.

The Grantee agrees to assume all of the responsibilities for Environmental Review, decision making and action, as specified and required in Section 104(g) of Title I of the Housing and Community Development Act of 1974 (Public Law 93-383), as amended. The Grantee shall not allow any subrecipient to assume the grantee's Environmental Review responsibilities.

§2.03 Authorization to Request Funds Form.

The Grantee must complete and return an Authorization to Request Funds form as prescribed by the Department.

§2.04 Financial Management.

The Grantee must submit documentation evidencing completion of all financial management system requirements and execution of the financial management certification form prescribed by the Department.

§2.05 Procurement Standards.

The Grantee must submit documentation to the Department evidencing adoption of appropriate procurement standards in compliance with provisions of federal law including, but not limited to, 24 C.F.R. Part 85, 24 C.F.R. §570.489, and 2 C.F.R. §§200.318 through 200.326 (with emphasis on the provisions in 2 C.F.R. §200.322 regarding procurement of recovered materials). Such procurement standards must include written standards of conduct covering conflicts of interest and governing the actions of the Grantee's employees engaged in the selection, award, and administration of contracts.

These standards do not relieve the Grantee of any contractual responsibilities under its contracts. The Grantee is responsible, in accordance with good administrative practice and sound business judgment, for the settlement of all contractual and administrative issues arising out of procurements entered into support of a grant. These include but are not limited to source evaluation, protests, disputes, and claims.

§2.06 Excessive Force Certification.

The Grantee must provide documentation that it has adopted a policy to prohibit the use of excessive force by local law enforcement agencies against any individual engaged in nonviolent civil rights demonstrations.

§2.07 Fair Housing.

The Grantee must submit documentation identifying its fair housing representative, and it must include the representative's name and contact information. The Grantee must submit a description of the actions it will take during the course of the Project to fulfill any requirements to affirmatively further fair housing and must also submit documentation demonstrating the actions that were actually taken, including the details of such actions (e.g. when the actions occurred, who participated, who benefitted, etc.). The requirement to submit documentation demonstrating the actions that were actually taken need not be submitted within the time frame for completion of the special conditions, but such documentation must be submitted prior to closeout of the grant. The Department's Administration Manual contains additional detail about affirmatively furthering fair housing.

§2.08 [RESERVED].

§2.09 CDBG Certified Administrator Required.

The Grantee must submit documentation identifying the CDBG Certified Administrator that will be used for the Project. The Department's Administration Manual contains details about the certification process. Reimbursement of Project expenses will not be paid by the Department unless a CDBG Certified Administrator is identified and administering the Project at the time of the request for reimbursement.

§2.10 Limited English Proficiency.

The Grantee must submit documentation evidencing completion of its responsibilities to ensuring meaningful access to the Project activities and services for persons with Limited English Proficiency ("LEP") as required by Title VI of the Civil Rights Act of 1964; Executive Order 13166; and HUD's final "Guidance to Federal Financial Assistance Recipients Regarding Title VI Prohibition Against National Origin Discrimination Affecting Limited English Proficient (LEP) Persons", which was published in the Federal Register on January 22, 2007 and which became effective on March 7, 2007 ("HUD LEP Guidance").

Such documentation must include all of the following: (1) information identifying the LEP representative for the Grantee, including the representative's name and contact information; (2) a Four Factor Analysis that is consistent with the HUD LEP Guidance; and (3) a description of the actions the Grantee will take during the course of the Project to fulfill the requirements to provide meaningful access to LEP persons. If deemed necessary as a result of the Four Factor analysis, the Grantee will also prepare and submit to the Department a Language Access Plan ("LAP") that includes all elements of an effective LAP as defined by HUD.

The Grantee must also submit documentation demonstrating LEP services provided and

keep records of all requests for LEP services and all LEP services actually provided. The requirement to submit documentation demonstrating the LEP services provided need not be submitted within the time frame for completion of the special conditions, but such documentation must be submitted prior to closeout of the grant.

§2.11 Other Special Conditions.

All of the following must be approved, in writing, as acceptable to the Department, by the Department's Program Representative for Grantee's Project:

- (a) The Grantee's plan for reuse of program income derived from the Grantee's Project.
- (b) If applicable to Grantee's Project, Grantee's rehabilitation procedures incorporating HUD's lead-based paint regulation requirements.
- (c) Documentation evidencing official adoption by the Grantee of formal, written Housing Rehabilitation Program Guidelines matching those in the Application, which must include eligibility criteria and standards for assisting rehabilitation.

PART III: SOURCES AND USES OF FUNDS; OTHER REQUIREMENTS.

§3.01 Sources and Uses of Funds.

SOURCES→	CDBG	OTHER	TOTAL
USES (Activities)↓			
14A Owner Occupied Rehabilitation	\$625,000	\$0	\$625,000
14H Housing Management	\$50,000	\$0	\$50,000
14I Lead-Based Paint/Lead Hazards Testing	\$37,500	\$0	\$37,500
12A General Program Administration	\$20,000	\$0	\$20,000
TOTAL	\$732,500	\$0	\$732,500

The Sources and Uses of Funds table above reflects:

- The anticipated total costs of the CDBG-assisted Project.
- The CDBG-assisted activities being funded.
- The sources and amounts of other matching funds required for each activity.
- The maximum authorized CDBG funds for each CDBG-assisted activity.
- The ratio (derived by computation, not expressly shown) of CDBG funds to other matching funds for each CDBG-assisted activity that is a further limitation upon the maximum authorized CDBG funds which may be paid for each activity. The ratio is invoked as a limitation if the actual total costs of the activity are less than anticipated.

[An example illustrates this point: If the anticipated cost of an activity, such as the acquisition of equipment, was \$100,000—with \$40,000 to be from CDBG funds and \$60,000 to be from the benefited business—but the actual cost of the equipment turned out to be \$90,000, then the 40% ratio limits CDBG funding to \$36,000 rather than the \$40,000 originally anticipated.]

- The proportionality (derived by computation, not expressly shown) of funding from all funding sources for each activity and for the Project in total. Disbursement of CDBG funds will be made only on a pro rata basis with all other funding sources for each activity and for the Project in total. CDBG funds will not be the first funds invested in the Project, but rather CDBG funds will flow into the Project in proportion to all other funding sources.

§3.02 Use of Grant Proceeds.

The grant funds will be used by the Grantee to fund the Project as described in Paragraph C of the Recitals. The Grantee recognizes and agrees that implementation of the local Project as set forth in the Application is the responsibility of the Grantee.

§3.03 Recapture of CDBG Funds.

Beginning the date of Project completion, the CDBG-assisted units are subject to certain requirements *for the affordability period established in the Grantee's program guidelines as reflected in the Application or reflected in the following table, whichever is longest:*

CDBG funds invested per CDBG-assisted unit:	State imposed length of period of affordability (recapture period):
Under \$15,000	5 years
\$15,000 to \$40,000	5 years
Over \$40,000	5 years

The requirements are: (1) that the housing units be owned by and be the principal residence of the assisted homebuyer or the rehabilitation assisted owner-occupier for the period of affordability established above and (2) that those homebuyers or owner-occupiers assisted must be in the income categories established as a Project requirement in the *Table of Project Requirements* in Paragraph C of the Recitals of this contract for the period of affordability established above.

Assistance to beneficiaries under the local program must be secured by an appropriate lien instrument, such as a mortgage or deed of trust. The lien instrument must be properly recorded and must require, at a minimum, a proportionate repayment by the assisted beneficiary if non-compliance with the local program requirements occurs during the affordability period appropriate for the particular CDBG-assisted unit (measured from the time assistance was initiated). The following example illustrates the required recapture concept:

If the housing does not continue to be the principal residence of the original rehabilitation assisted owner-occupier for the duration of the period of affordability, then recapture provisions must be invoked to ensure recouping of CDBG assistance funds. The Grantee may invoke any of several recapture options depending on the Grantee's program guidelines, but the following is required at a minimum:

CDBG funds assistance to be recaptured may be reduced on a pro rata basis by dividing the years (rounded down to the nearest whole year) since the original rehabilitation assisted owner-occupier was provided the grant by the required affordability/recapture period. Example: An owner-occupier was granted \$10,000 of CDBG funds, it has been two (2) years since the original rehabilitation occurred, and the required affordability/recapture period is five (5) years. The calculation of the pro rata required recapture would be:

- (years since rehab (2) ÷ affordability/recapture period (5)) × grant amount (\$10,000) = \$4,000 pro rata credit.
- Total CDBG-assistance (\$10,000) minus the pro rata credit (\$4,000) = \$6,000 to be recaptured.

Upon request, the Grantee must provide documentation to the Department showing execution of any appropriate loan and security interest documents (e.g. promissory note and/or recapture restrictions in a mortgage) between the Grantee and the persons assisted through the Program.

Recapture restrictions may terminate upon the occurrence of events such as foreclosure or a transfer in lieu of foreclosure; however, recapture restrictions shall be revived according to their original terms if, during the original recapture period, the owner of record before the termination event or any newly formed entity that includes the former owner or those with whom the former owner has or has had familial or business ties obtains an ownership interest in the housing unit.

PART IV: OTHER CONTRACTUAL CONDITIONS.

§4.01 Matching Requirements.

The Grantee agrees to provide matching and other leveraged funds for each approved activity in the amounts, ratios, and proportions set forth in Part III. Matching and other leveraged funds must be expended during the grant period.

With each request for CDBG funds, the Grantee is required to certify the amount of matching funds applied to the Project. Project costs are to be paid from grant and matching funds as specified in Part III. The Grantee will be responsible for costs that exceed the total Project costs.

§4.02 Legal Authority; Acceptance of Environmental Review Responsibility.

By signing this contract, the Grantee certifies that it possesses the legal authority to accept CDBG funds and to carry out the Project described in this contract and that the Grantee's chief elected official:

- (a) Consents to assume the status of responsible federal official and the responsibilities for environmental review and decision making under the National Environmental Policy Act of 1969 (NEPA) and other provisions of federal law as specified in 24 C.F.R. Part 58 which further the purposes of NEPA; and
- (b) Is authorized and consents, on behalf of the Grantee, to accept the jurisdiction of the federal courts for the purpose of enforcement of their responsibilities as such responsible federal official.

§4.03 Designation of Officials to Execute Contract and Amendments.

The Director of the Department or their designee is the official authorized to execute this contract and any amendments to this contract on behalf of the Department.

The Chief Elected Official of the Grantee or their designee is the official authorized to execute this contract and any amendments to this contract on behalf of the Grantee.

Either party may request amendments to this contract. Amendments will not take effect until mutually agreed to in writing by both parties.

§4.04 Grantee Compliance with CDBG Regulations and Uniform Administrative Requirements.

The Grantee must comply with all applicable CDBG Regulations in 24 C.F.R. Part 570. The Grantee must also comply with the Uniform Administrative Requirements, Cost Principles, and Audit Requirements set forth in this contract and in 2 C.F.R. Part 200 (which have been adopted by HUD through 2 C.F.R. Part 2400) or any reasonably equivalent procedures and requirements that the Department may prescribe.

In particular, the Grantee agrees to establish internal controls in order to have reasonable assurance that the Grantee is carrying out the Project in compliance with federal statutes, regulations, and the terms and conditions of this contract, as required by 2 C.F.R. §200.303. The Grantee also agrees to comply with provisions regarding the protection of personally identifiable information, as required by 2 C.F.R. §200.303 and 2 C.F.R. §200.512.

§4.05 Record Keeping.

The Grantee agrees to keep the following records: (1) records as specified in 24 C.F.R.

§570.506 *Records to be Maintained*; (2) adequate documentation to support costs charged to the CDBG Program; (3) records detailing procurement procedures followed by Grantee; (4) records that include data on the racial, ethnic, and gender characteristics of persons who are applicants for, participants in, or beneficiaries of the Project, as required by 24 C.F.R §570.490 for fair housing and equal opportunity purposes; and (5) any other records as the Department may reasonably require. The Grantee agrees to keep such records so the Department can perform a 24 C.F.R. §570.492 *State's review and audits*.

All records pertinent to this grant and work undertaken as part of the Project must be retained by the Grantee for the period required by 2 C.F.R. §200.333 (as interpreted by HUD and applied to the CDBG Program through 24 C.F.R. §570.490). The Grantee also agrees to comply with the methods for collection, transmission, and storage of information as described in 2 C.F.R §200.335.

The Department and any duly authorized official of the state and federal government will have full access to and the right to examine, audit, excerpt, and/or transcribe any of the Grantee's records pertaining to all matters covered by this contract. The Grantee agrees to transfer records pertinent to this grant and work undertaken as part of the Project to the Department upon request.

§4.06 Reports.

The Grantee must submit timely reports to the Department, in such form as it may prescribe, pertaining to the activities undertaken as a result of this contract. The Grantee will also be required to submit a final performance and financial report, in such form as the Department may prescribe, at grant closeout.

All semiannual reports must be submitted to the Department no later than thirty (30) days following the end of the reporting period. All final performance and financial reports must be submitted to the Department no later than ninety (90) days after the termination date of this contract. Additionally, prior to closeout, the Grantee must submit documentation demonstrating the actions that were taken to affirmatively further fair housing and demonstrating the LEP services provided by the Grantee during the course of the grant.

Failure to report as required or respond to requests for data or information in a timely manner may be grounds for suspension or termination of the Grant.

§4.07 Cost Principles; Audits; Post-Closeout Adjustments and Continuing Responsibilities.

The Grantee is responsible for the efficient and effective administration of the CDBG funds provided to it under this contract. The Grantee agrees to administer the CDBG funds in a manner consistent with this contract, HUD's administrative requirements for the CDBG Program, the provisions of the Department's Administration Manual, and all

federal and state laws, regulations, and executive orders applicable to the CDBG-assisted Project.

Generally Accepted Government Auditing Standards (GAGAS) must be followed, and audits of this grant will be conducted in accordance with the Single Audit Act of 1984, as amended, and the Uniform Administrative Requirements, Cost Principles, and Audit Requirements in 2 C.F.R. Part 200 (which have been adopted by HUD through 2 C.F.R. Part 2400). The Grantee is required by 2 C.F.R. §200.512 to submit the required audit reporting package to the Federal Audit Clearinghouse ("FAC") within thirty (30) calendar days after receipt of the auditor's reports or nine (9) months after the end of the audit period, whichever is earlier. Audit costs are an allowable general administration cost subject to limitations established by the applicable law and the Department.

The closeout of this grant does not affect the right of the Department or any duly authorized official of the state and federal government to disallow costs and recover funds from the Grantee on the basis of a later audit or other review. In other words, the obligation of the Grantee to return any funds due as a result of an audit is not affected by closeout of this grant.

§4.08 Conflict of Interest.

The Grantee will comply with the conflict of interest prohibitions set forth for the CDBG Program in 24 C.F.R. §570.489 and 2 C.F.R. §200.318 and in the Grantee's written standards of conduct covering conflicts of interest submitted to the Department as required by §2.05. In the event prohibited conflicts of interest arise, the Grantee must inform the Department of such conflicts of interest as soon as possible. Exceptions to the prohibition may be granted by the Department on a case-by-case basis.

§4.09 Applicability to Subrecipients and Contractors.

All provisions of this contract will be made binding on any subrecipient or contractor of the Grantee, and the Grantee will, nonetheless, remain fully obligated under the provisions of this contract.

Any such subrecipient or contractor of the Grantee must be authorized to transact business in the State of Nebraska. All subrecipients and contractors are expected to comply with all Nebraska Secretary of State and Department of Revenue registration requirements, including any registration requirements pertaining to types of business entities (e.g. sole proprietorship, partnership, foreign/domestic limited liability company, association, or foreign/domestic corporation). Construction contractors are expected to meet all applicable requirements of the Nebraska Contractor Registration Act and provide a current, valid certificate of registration to the Grantee for its records.

Upon request of the Department, the Grantee must submit copies of written agreements executed between the Grantee and any subrecipients or contractors relating to the

Project.

§4.10 Funding Source Recognition.

Prior to referring to the Project or Project activities in publications, the Grantee must inform the Department and, if requested, include a reference to the CDBG funding made available for the Project.

§4.11 Intellectual Property.

If the Project results in any copyrightable material or inventions, the Department and/or the State of Nebraska reserves the right to a royalty-free, non-exclusive, and irrevocable license to reproduce, publish, or otherwise use and/or authorize others to use the work or materials for governmental purposes.

§4.12 Religious Activities.

The Grantee agrees that CDBG funds provided under this contract will not be used for inherently religious activities, such as worship, religious instruction, or proselytization, prohibited by 24 C.F.R. 570.200(j).

§4.13 Title, Use, and Disposition of Property/Supplies/Equipment; Insurance.

The Grantee agrees to comply with the provisions of 2 C.F.R. §§200.311 through 200.316 regarding the title, use, and disposition of property, supplies, and equipment. In accordance with 2 C.F.R. §200.310, the Grantee agrees to, at a minimum, provide insurance coverage that is equivalent to the insurance it provides for its other property for the real property and equipment acquired or improved with CDBG funds.

§4.14 Reversion of Assets.

Consistent with the provisions at 24 CFR 570.703, the Grantee shall transfer any CDBG funds on hand at the time of expiration of the Agreement and any accounts receivable attributable to the use of CDBG funds to the Department.

Any real property under the Grantee's control that was acquired or improved in whole or in part with CDBG funds in excess of \$25,000 shall be used for its original intended purpose for five years after expiration of the agreement. Should the Grantee fail to utilize said property for its intended purpose, the Grantee shall pay the Department an amount equal to the current market value of the property less any portion of the value attributable to expenditures of non-CDBG funds for the acquisition of, or improvement to, the property.

§4.15 Anti-Lobbying.

To the best of the Grantee's knowledge and belief: no federal appropriated funds have been paid or will be paid by or on behalf of the Grantee to any person for the purpose of influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any federal contract, the making of any federal grant, the making of any federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any federal contract, grant, loan, or cooperative agreement.

If any funds other than federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this federal contract, grant, loan, or cooperative agreement, the Grantee must complete and submit Standard Form-LLL "Disclosure Form to Report Lobbying" in accordance with its instructions.

§4.16 Waivers; Non-Waiver of Rights; Assignment of Interest; Severability.

No conditions or provisions of this contract can be waived unless approved by the Department in writing.

The Department's failure to insist upon the strict performance of any provision of this contract or to exercise any right based upon breach will not constitute a waiver of any rights under this contract.

The Grantee may not assign or transfer any interest in this contract to any other party without the written consent of the Department.

If any provision of this contract or its application to any person or circumstances is held invalid by any court of competent jurisdiction, the invalidity will not affect other provisions of this contract.

§4.17 Early Termination; Termination by Mutual Agreement.

The Department may terminate this contract for any reason upon sixty (60) days written notice to the Grantee.

This contract may also be terminated, in whole or in part, prior to the completion of project activities when both parties agree that continuation is not feasible or would not produce beneficial results commensurate with the further expenditure of funds. In the event of mutual termination, the parties must agree on the termination conditions, including the effective date and the portion to be terminated.

The Grantee may not incur new obligations for the terminated portion after the effective date and must cancel as many outstanding obligations as possible. The Department will make funds available to the Grantee to pay for allowable expenses incurred before the effective date of termination.

§4.18 Termination for Cause.

In the event of a default or violation of the terms of this contract by the Grantee or a failure to use the grant for only those purposes set forth herein, the Department may take the following actions (which are supplemental to other default remedies specified elsewhere in this contract):

- (a) *Suspension.* After notice to the Grantee, the Department may suspend the contract and withhold any further payment or prohibit the Grantee from incurring additional obligations of grant funds pending corrective action by the Grantee or a decision to terminate.
- (b) *Termination.* The Department may terminate the contract, in whole or in part, at any time whenever it is determined that the Grantee has failed to comply with the terms and conditions of the contract. The Department will promptly notify the Grantee in writing of the determination to and the reasons for termination, along with the effective date. Payments made to the Grantee or recoveries by the Department under contracts terminated for cause will be in accordance with the legal rights and liabilities of the parties. Payments and recoveries may include, but are not limited to, payments allowed for costs determined to be in compliance with the terms of this contract up to the date of termination. The Grantee must return all unencumbered funds, and any costs previously paid by the Department that are subsequently determined to be unallowable through audit and closeout procedures may be recovered from present grant funds or deducted from future grants.

§4.19 Termination Due to Loss of Funding.

This contract may terminate, in full or in part at the discretion of the Department, in the event the Department suffers a loss of funding or a termination of the federal funds which permit it to fund this grant. In the event it suffers such a loss of funding, the Department will give the Grantee written notice which will set forth the effective date of full or partial termination or, if a change in funding is required, setting forth the change in funding.

§4.20 Authorization of Project Publicity and Information Sharing.

Prior to announcing or referring to the Project or Project activities in news releases, press conferences, or other media, the Grantee must inform the Department and, if requested, include an acknowledgement or reference to the funding made available for the Project under this contract.

The Grantee agrees to allow the Department to issue news releases and otherwise share

information and/or make announcements about the Project. The Department is not required to obtain any approval, written or otherwise, from the Grantee prior to releasing information about the Project.

§4.21 Notification of Project Staff Changes.

The Grantee will make reasonable efforts to keep the Department informed of changes in Grantee's staff that relate to the project such as the departure of key persons.

§4.22 Requirement to Provide Project Photographs.

The Grantee agrees to provide the Department with before and after photographs of the Project whenever possible and agrees to obtain written consent from the owner-occupiers when necessary.

§4.23 State of Nebraska Non-Liability/Hold Harmless.

The Grantee must hold the State of Nebraska and the Department harmless from any and all claims, demands, and actions based upon or arising out of any activities or services performed by the Grantee or by its officials, officers, employees, agents, or associates.

§4.24 Entire Agreement; Binding Effect; Counterparts; Governing Law.

This instrument and any attachments, the approved Application, and those items incorporated by reference contain the entire agreement between the parties. Any statements, inducements, or promises not contained therein will not be binding upon the parties.

This agreement will be binding upon and will inure to the benefit of the successors, assigns, and legal representatives of the parties.

This agreement or any amendment to this agreement may be signed in any number of counterparts; each of which will be considered an original, and all of which taken together will constitute one agreement or amendment, as the case may be.

This agreement shall be governed by, construed according to the laws and regulations of, and subject to the jurisdiction of, the State of Nebraska.

§4.25 Verification of Work Eligibility Status for New Employees.

The Grantee is required and hereby agrees to use a federal immigration verification system to determine the work eligibility status of new employees physically performing services within the State of Nebraska.

In this context, "new employees" means employees hired on or after the effective date of this contract. A "federal immigration verification system" means the electronic verification of the work authorization program authorized by the Illegal Immigration Reform and Immigrant Responsibility Act of 1996 (8 U.S.C. 1324a), known as the E-Verify Program, or an equivalent federal program designated by the United States Department of Homeland Security or other federal agency authorized to verify the work eligibility status of a newly hired employee.

This contractual obligation to verify work eligibility status for new employees physically performing services within the State of Nebraska also applies to any and all subcontractors utilized by the Grantee in performing this contract. The Grantee will be responsible to the Department for enforcing this requirement with its subcontractors.

A failure by the Grantee to adhere to these requirements is a violation of the statutory requirements of Neb. Rev. Stat. §4-114 and, as such, will be deemed a substantial breach of this contract which could result in the Department declaring the Grantee to be in default on the contract.

§4.26 Verification of Lawful Presence for Public Benefits Eligibility.

The Department of Economic Development is prohibited by state law (Neb. Rev. Stat. §4-108) from providing public benefits to a person not lawfully present in the United States. Public benefits are statutorily defined broadly (see Neb. Rev. Stat. §4-109); however, some exemptions from the verification of lawful presence requirement are set forth in Neb. Rev. Stat. §4-110. For the purposes of this contract, the Department has determined that, in the performance of its contractual duties, the Grantee is providing public benefits to individuals or households under the statutory definition of public benefits.

Consequently, pursuant to this contract and Neb. Rev. Stat. §§4-108 through 4-114, the Grantee shall have each applicant for public benefits under this contract complete the United States Citizenship Attestation Form attached to this contract and available on the State of Nebraska Department of Administrative Services website at www.das.state.ne.us. The Attestation Form serves as the applicant's attestation that he or she is a U.S. citizen or a qualified alien under the federal Immigration and Nationality Act (8 U.S.C. 1101 et seq.). If the applicant attests they are a qualified alien, the Grantee shall verify the applicant's lawful presence in the United States using the Systematic Alien Verification for Entitlements (SAVE) Program.

The Grantee must:

1. retain the attestation form and any additional verification documentation required because the applicant attested they were a qualified alien;
2. provide such attestation form and other documentation (or copies thereof) to the Department upon request;

3. maintain aggregate records for the duration of the contract showing: (a) the number of applicants for public benefits under this contract and (b) the number of applicants rejected pursuant to the lawful presence requirement; and
4. provide a summary report to the Department no later than December 31st each calendar year reflecting data for such calendar year (or portion of such year when there is not a full calendar year of activity under this contract) so that the Department can fulfill its annual reporting obligation to the Nebraska Legislature concerning these "lawful presence" requirements.

§4.27 Debarment, Suspension, and Ineligibility; Universal Numbering System and Registration Requirements.

By executing this contract, the Grantee certifies, represents, and warrants that the Grantee and all subrecipients or contractors to be used by the Grantee in performing this contract are not debarred, suspended, proposed for debarment, placed in ineligibility status, or voluntarily excluded from covered transactions by HUD or any other federal agency under the provisions of Executive Order 12549 "Debarment and Suspension" and any applicable government debarment and suspension regulations. The Grantee agrees to immediately notify the Department if it or any of its subrecipients or contractors become sanctioned or debarred. The Grantee acknowledges that suspension or debarment and/or use by the Grantee of suspended or debarred subrecipients or contractors is cause for termination of this contract.

The Grantee agrees to comply with all requirements established by the Office of Management and Budget ("OMB") concerning participation in the Dun and Bradstreet Data Universal Numbering System ("DUNS"), registration with the Federal System for Awards Management ("SAM"), and maintenance of such participation and registration.

§4.28 Force Majeure.

Neither party shall be liable for any costs or damages resulting from its inability to perform any of its obligations under the contract due to a natural disaster or other similar event outside the control of and not the fault of the affected party ("Force Majeure Event"). A Force Majeure Event shall not constitute a breach of the contract. The party so affected shall immediately give notice to the other party of the Force Majeure Event.

The Department may grant relief from performance of the contract if the Grantee is prevented from performance by a Force Majeure Event. The burden of proof for the need for such relief shall rest upon the Grantee. To obtain release based on a Force Majeure Event, the Grantee shall file a written request for such relief with the Department.

Labor disputes with the impacted party's own employees will not be considered a Force Majeure Event and will not suspend performance requirements under the contract.

§4.29 Mandatory Disclosures.

As required by 2 C.F.R. §200.113, Grantee must immediately disclose to the Department, HUD, and/or other appropriate authorities (with a copy to the Department) all violations of federal criminal law involving fraud, bribery, or gratuity violations potentially affecting the use of CDBG funds provided under this contract.

§4.30 Drug Free Workplace.

The Grantee agrees to maintain a drug free workplace environment to ensure worker safety and workplace integrity and agrees to provide a copy of its drug free workplace policy at any time upon request by the Department.

§4.31 Notice.

Except as otherwise expressly specified herein, all notices, requests, or other communications shall be in writing and shall be deemed to have been given if delivered personally or mailed by U.S. Mail, postage prepaid and return receipt requested, to the parties at their respective addresses set forth in the Application, in this contract, or at such other addresses as may be specified in writing by either of the parties. All notices, requests, or communications shall be deemed effective upon personal delivery or four (4) calendar days following deposit in the mail.

§4.32 Survival.

The terms of this contract regarding national objective compliance, program income, use of funds, matching requirements, record keeping, audits, reports, and notice (and other terms that by their nature should survive the termination or expiration of this contract) shall survive expiration or termination of this contract.

PART V: COMPLIANCE WITH APPLICABLE LAWS AND REGULATIONS.

The Grantee agrees to comply with the administrative requirements for the CDBG Program established by the Department and HUD, with the provisions of the Department's Administration Manual, and with all federal and state laws, regulations, and executive orders applicable to the CDBG-assisted Project including, but not limited to:

- Housing and Community Development Act of 1974, as amended ("HCDA").
- 24 C.F.R. Part 570.
- National Environmental Policy Act of 1969 and regulations at 24 C.F.R. Part 58.
- Clean Air Act and Federal Water Pollution Control Act, as amended.
- Federal Restrictions on the use of the power of eminent domain.
- The Davis-Bacon Act (and related requirements).

- Contract Work Hours and Safety Standards Act (and related requirements).
- Copeland “Anti-Kickback” Act (and related requirements).
- Lead-Based Paint Poisoning Prevention Act, the Residential Lead-Based Paint Hazard Reduction Act, and regulations at 24 C.F.R. Part 35.
- Section 3 of the Housing and Urban Development Act of 1968; and 24 C.F.R. Part 135.
- The Architectural Barriers Act of 1968 and the Americans with Disabilities Act.
- 2 C.F.R. Part 200, The Federal Funding Accountability and Transparency Act, and related federal requirements.
- Byrd Anti-Lobbying Amendment (and related acts and requirements).
- The Equal Employment Opportunity Act; The Vietnam Era Veterans’ Readjustment Act of 1974 (revised Jobs for Veterans Act of 2002); The Immigration Reform and Control Act of 1986; and The Americans with Disabilities Act of 1990; the Nebraska Fair Employment Practices Act; and related acts and requirements.
- Title VI of the Civil Rights Act of 1964, Title VIII of the Civil Rights Act of 1968 (The Fair Housing Act); the Age Discrimination Act of 1975; Section 504 of the Rehabilitation Act of 1973; The Housing for Older Persons Act of 1995; and related acts and requirements.
- Nebraska Uniform Energy Efficiency Standards, §§81-1608 to 81-1626.

ACCEPTANCE PROVISIONS.

The parties acknowledge they have read and understand this contract, they agree to its provisions, and that it will be effective on the date when both parties have signed.

<p>NEBRASKA DEPARTMENT OF ECONOMIC DEVELOPMENT</p> <p>By: _____ (Director or Designee)</p> <p>_____ (Typed or Printed Name/Title)</p> <p>_____ (Date)</p>	<p>GRANTEE → City of Scottsbluff, Nebraska</p> <p>By: _____ (Chief Elected Official)</p> <p>_____ (Typed or Printed Name/Title)</p> <p>_____ (Date)</p>
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United States Citizenship Attestation Form

For the purpose of complying with Neb. Rev. Stat. §§ 4-108 through 4-114, I attest as follows:

☐ I am a citizen of the United States.

— OR —

☐ I am a qualified alien under the federal Immigration and Nationality Act, my immigration status and alien number are as follows:

_____,
and I agree to provide a copy of my USCIS documentation upon request.

I hereby attest that my response and the information provided on this form and any related application for public benefits are true, complete, and accurate, and I understand that this information may be used to verify my lawful presence in the United States.

PRINT NAME	 _____ (First, Middle, Last)
SIGNATURE	 _____
DATE	 _____

City of Scottsbluff, Nebraska

Tuesday, January 19, 2021

Regular Meeting

Item Reports6

Council to discuss and consider action on the revised Keep Scottsbluff-Gering Beautiful/Tri-City Stormwater Agreement and authorize the Mayor to sign the Agreement.

Staff Contact: Leann Sato, Stormwater Specialist

Agenda Statement

Meeting Date: January 19, 2021

AGENDA TITLE: Keep Scottsbluff Gering Beautiful/Tri-City Stormwater Agreement (Revised)

SUBMITTED BY DEPARTMENT/ORGANIZATION: Stormwater

PRESENTATION BY: Rick Kuckkhan

SUMMARY EXPLANATION:

Terrytown and Gering City Councils asked for revisions to the original agreement approved by Scottsbluff in September 2020. The changes included rephrasing the total annual expense limit in Item 9 and opening the date in the opening paragraph and Item 13 to reflect the date of approval.

Keep Scottsbluff-Gering Beautiful (KSGB) oversees storm drain marking, a required activity of the stormwater permit, for the three cities who work together as Tri-City Stormwater.

BOARD/COMMISSION RECOMMENDATION:

Both Terrytown and Gering City Councils have passed the revised agreement.

STAFF RECOMMENDATION:

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

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

Please provide all visual presentation materials.

Other (specify) ☐ _____

NOTIFICATION LIST: Yes ☐ No ☐ Further Instructions ☐

City of Scottsbluff
Office of the City Manager

Effective date: January 20, 2017

CONTRACT

This contract is made this _____ day of _____ between Tri-City Stormwater, a cooperative of municipal corporations, and Keep Scottsbluff/Gering Beautiful, a Nebraska non-profit organization, hereafter called "KSGB."

1. There are approximately 2,635 (2,300 Scottsbluff + 300 Gering + 35 Terrytown) total catch basins associated with the Scottsbluff, Gering, and Terrytown ("cities") stormwater systems. KSGB agrees to put the words "No Dumping" to be painted, stenciled or decaled on the curb immediately adjacent to each of such catch basins. KSGB may at its option accompany these words with an appropriate logo or phrase to be approved by Tri-City Stormwater.
2. KSGB will distribute door hangers, or other materials, explaining the purpose of drain marking and pollution in stormwater runoff. The design and content should be approved by both organizations.
3. KSGB agrees to continue to monitor the painted or stenciled area to ensure that the wording and logo remains legible, making any necessary repairs, throughout the duration of this contract.
4. KSGB agrees to conduct inspections of the catch basin structures and submit the results of these inspections along with progress reports to Tri-City Stormwater for each city's respective stormwater programs.
5. KSGB agrees to incorporate in its public education program a discussion of the dangers associated with the pollution of the cities' stormwater systems and a description of the corrective actions taken by the cities.
6. It is contemplated and agreeable to Tri-City Stormwater that the actual work will be performed by various community service groups under arrangements between such groups and KSGB. Provided, neither Tri-City Stormwater nor its cooperative municipal partners shall be liable or responsible for any injuries or damages resulting from the actual work involved. In addition, KSGB agrees to indemnify and hold harmless Tri-City Stormwater from any claims or causes of action resulting from the actual work performed under this Contract.
7. The cities agree to have their GIS Departments provide KSGB with a city map showing the location of the catch basins involved in this contract. The map will identify which catch basins are to be serviced by KSGB in each year of this contract.
8. Tri-City Stormwater agrees to provide all supplies reasonably required by KSGB to carry out it's responsibilities under this contract including but not limited to paint, stencils, curb and gutter cleaning supplies, decals, safety vests, educational brochures and materials. Tri-City Stormwater

will consult with KSGB before acquiring the supplies to be furnished. Tri-City Stormwater is not obligated to provide office supplies for KSGB's administrative functions.

9. On behalf of Tri-City Stormwater, the Cities of Gering, Scottsbluff and Terrytown will each pay to KSGB the respective sums at the end of each fiscal year, on or by September 30, starting fiscal year 2020 through fiscal year 2022, making the final payment for this agreement due on or by September 30, 2023. KSGB will submit an annual statement of documented supply costs incurred during the fiscal year to Tri-City Stormwater before September 30. Documentation shall consist of paid receipts or similar verification of expenditures.

Gering: \$4,000 plus supplies not to exceed a total annual cost of \$6,000

Scottsbluff: \$5,500 plus supplies not to exceed a total annual cost of \$8,000

Terrytown: \$2,000 plus supplies not to exceed a total annual cost of \$4,000

10. If KSGB is unable to obtain sufficient proposals from community service organizations at any time during the term of this contract, it will so inform Tri-City Stormwater in writing and the contract shall become null and void, with neither party obligated to the other from the date of the written notice.
11. KSGB agrees to make a written progress report to Tri-City Stormwater on an annual basis by March 1st for the previous calendar year. This progress reports shall include the approximate number of catch basins marked in each community as well as the number of non-point source pollution presentations given and the audiences reached.
12. It is understood that the sums described in this contract are in addition to any grants or donations currently given or committed by the cities to KSGB for any of KSGB's other community improvement activities.
13. The term of this contract shall be three years beginning _____ and ending on September 30, 2023. Either party has the right to terminate this contract at any time upon giving thirty (30) days written notice to the other party. At which time the contract shall become null and void.

IN WITNESS THEREOF, the parties have set their hands the day and year first herein written.

By:

Cassidy Baum

Executive Coordinator

Keep Scottsbluff/Gering Beautiful

By: _____
Mayor
City of Gering

Attest: _____
Kathleen Welfl
City Clerk

By: _____
Mayor
City of Scottsbluff, Nebraska

Attest: _____
Kim Wright
City Clerk

By: _____
Mayor
City of Terrytown, Nebraska

Attest: _____
Jeni Mattern
City Clerk