



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

Regular Meeting
January 18, 2022
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 3, 2022 Regular Meeting.
 - b) Council to excuse the absence of Council Member Scanlan from the January 3, 2022 Regular Meeting.
 - c) Council to set a public hearing for February 7, 2022 at 6:00 p.m. to consider making a recommendation to the Nebraska Liquor Control Commission regarding a Class CK Liquor License for Racks Sports Bar, LLC d/b/a Backaracks, 1402 E. 20th Street, Scottsbluff, NE.
 - d) Council to set a public hearing for February 7, 2022 at 6:00 p.m. to consider a Rezone of Lot 3, Block 1, Sunset Addition from C-3 Heavy Commercial to R-1A Single Family.
 - e) Council to approve the advertising of a Request For Proposal for licensed lead-based paint testing and risk assessment services for the Owner-Occupied Housing rehab program and authorize the City Clerk to advertise for proposals to be received by February 1, 2022 at 3:00 p.m.
 - f) Council to acknowledge the Letter of Completion for 23 Club and authorize the

Mayor to sign the letter.

- g) Council to authorize the Mayor to sign the license agreement with Novotx for permitting and asset management software.
 - h) Cancel the January 31, 2022 Regular Council Meeting as two regular meetings will have already been held in the month of January.
9. **Claims**
- a) Council to consider and take action on claims of the City.
10. **Financial Report**
- a) Council to receive the December 2021 Financial Report.
11. **Resolution & Ordinances:**
- a) Council to consider the second reading of the Ordinance for the Rezone of Lot 2A, Block 8, East Portal Addition from C-3 Heavy Commercial to R-4 Heavy Density Multiple Family.
 - b) Council to consider the second reading of the Ordinance Change regarding buffer yard requirements in the City of Scottsbluff zoning jurisdiction.
 - c) Council to consider the third reading of the Ordinance regarding zoning district R-1 Single Family to add special permit use for Livestock-Horses for certain lots.
 - d) Council to consider the third reading of the General Revision Ordinance of the Scottsbluff Municipal Code.
12. **Reports from Staff, Boards & Commissions:**
- a) Council to discuss and consider action on City of Scottsbluff Façade Improvement Grants.
 - b) Council to discuss and consider action on authorizing the Mayor to sign the Certificate of Compliance for Year 2021 regarding Maintenance Agreement No. 22 with the Nebraska Department of Transportation.
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 18, 2022

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 18, 2022

Regular Meeting

Item Youth Cou 1

(informational only):

Staff Contact:

City of Scottsbluff, Nebraska

Tuesday, January 18, 2022

Regular Meeting

Item Consent1

Council to approve the minutes of the January 3, 2022 Regular Meeting.

Staff Contact: City Council

The Scottsbluff City Council met in a regular meeting on January 3, 2022 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, 2021, 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, 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, 2021. 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. She also explained that tonight's meeting is the first live streaming of City Council meetings on the City's YouTube channel as a way for the public to view meetings. The following Council Members were present: Jeanne McKerrigan, Nathan Green, Jordan Colwell, and Selina Lerma. Also present were City Attorney Kent Hadenfeldt and City Manager Dustin Rief. Absent: Angela Scanlan. Mayor McKerrigan asked if there were any changes to the agenda. Clerk Wright stated there is a change to item 14)a regarding the letter of intent applying for a grant from the Nebraska Department of Economic Development through the Community and Civic Center Finance Fund. Ms. Starr Lehl, Economic Development Director, explained the amount in the letter has been changed from \$650,000 to \$930,000 and Council Members have a copy of the change. 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 Green, seconded by Council Member Lerma,

- a) The minutes of the December 20, 2021 Regular Meeting be approved.
- b) A release of lien for special assessments set forth from Ordinance No. 4203 dated January 3, 2017 for improvements made by the City in Water District No. 105 and authorizing the Mayor to sign the release be approved.
- c) The bid specifications for the purchase of a new one-ton truck with service body for the Water Department and authorizing the City Clerk to advertise for bids to be received on January 25, 2022 at 2:30 p.m. be approved.
- d) The Change Order No. 2 decrease for the Avenue 'B' Asphalt Overlay Project in the amount of \$63,480.84 be approved.
- e) Council Member Lerma's absence from the December 20, 2021 Regular Meeting be excused, "YEAS," Colwell, Green, Lerma, and McKerrigan. "NAYS," None. Absent: Scanlan

Moved by Council Member Lerma, seconded by Council Member Green, that the following claims, be approved and paid as provided by law out of the respective funds designated in the list of claims dated January 3, 2022, as on file with the City Clerk and submitted to the City Council, "YEAS," Green, Lerma, McKerrigan, and Colwell. "NAYS," None. Absent: Scanlan.

CLAIMS

911CUSTOM,LLC,EQUIPMAINT-PD,447.99;ACCELERATED RECEIVABLES SOLUTIONS,WAGE ATTACHMENT,277.71;AIRGASUSA,LLC,EQUIPMTNC,26.95;AMAZON.COMHEADQUARTERS, DEPT SUPP SAN,468.96; AXON ENTERPRISE INC,EQUIP MAINT-PD,2020.92;BARCO MUNICIPAL PRODUCTS INC,SIGN MATERIAL - BANDING, BRACKETS, POST CAPS,937.65; BLACK HILLS GAS DISTRIBUTION LLC,MONTHLY ENERGY BILL,2909.02;BLUFFS FACILITY SOLUTIONS,JAN. SUP.,154.98;CAPITAL BUSINESS SYSTEMS INC.,CONT. SRVCS.,87.75; CELCO PARTNERSHIP,CELL PHONES-PD,1693;CITIBANK N.A.,DEPT SUPP PARK,533.92; CITIBANK, N.A.,VEH MAINT-PD,222.3;CLARK PRINTING LLC,DEPT SUPPL-PD,1338.63; COLONIAL LIFE&ACCIDENT INSURANCE COMPANY,SUPPLEMENTALNS,22.75;CONTRACTORS MATERIALS INC.,GLOVES FOR CREW,344.02; CORE & MAIN LP,DEPT SUP,4582.67; DALE'S TIRE & RETREADING, INC.,VEH MAINT PARK,2751.67; DAS STATE ACCOUNTING-CENTRAL FINANCE,MONTHLY LONG DISTANCE,93.87;DAVID M MARTIN,FACADE IMPROVEMENT GRANT,10000;ENERGY LABORATORIES, INC DEPT 6250,SAMPLES,162; ENFORCEMENT VIDEO, LLC,EQUIP MAINT-PD,70;FASTENAL COMPANY,DEPT SUP,69.42; FEDERAL EXPRESS CORPORATION,POSTAGE,142.23;FRANCISCO'S BUMPER TO BUMPER INC,TOWSERVICE PD,390;FYRTEK INC,FIREFIGHTINGFOAM,2900;GALLS INC,UNIFORMS/EQUIP MAINT-PD,315.32;GREENING ENTERPRISES INC.,DUAL PURPOSE GEAR - SITTNER,743.2; HAWKINS, INC.,CHEMICALS,1901.45; HD SUPPLY FACILITIES MAINTENANCE LTD,DEPT SUP,829.78;IDEAL LAUNDRY AND CLEANERS, INC.,JAN. SUP.,266.41; INDEPENDENT PLUMBING AND HEATING, INC,DEPT SUP,36.84; INGRAM LIBRARY SERVICES INC,Coll.,28.21;INLAND TRUCK PARTS & SERVICE,PREVENTATIVE MAINTENANCE - DIVE BUS1,3770.37; INTERNAL REVENUE SERVICE,WITHHOLDINTGS,61757.36;INTRALINKS, INC,DATTO ALTO (WA/ADM) - DEC 2021,2950.09; JOHN DEERE FINANCIAL,EQUIP MAINT PARK,387.9; JOHN DEERE FINANCIAL,DEPT SUPP PARK,4.68;JOHN DEERE FINANCIAL,DEPT SUPPCEM,243.35;JOHNSEN CORROSION ENGINEERING, INC,CONTRACTUAL SVC,12160;LEAGUE ASSOCIATION OF RISK MANAGEMENT,PD VEHICLE INS,47.34;LEAL NOHEMI,CONSULTING-PD,35; M.C. SCHAFF & ASSOCIATES, INC,ENG. SERVICES FOR AVE. B OVERLAY PROJECT - FINAL,31897.25; MACQUEEN EQUIPMENT INC,BROOMS FOR SWEEPERS,517.95; MCCAIN PAIGE,LEGAL FEES-PD,81.6; MENARDS, INC,GROUND MAINT PARK,668.54; MIDWEST CONNECT, LLC,DEPT SUPPL-PD,210; NATIONAL ASSOCIATION OF SCHOOL RESOURCE OFFICERS, INC,SCHOOLS & CONF-PD,890; NE CHILD SUPPORT PAYMENT CENTER,NE CHILD SUPPORT PYBLE,1553.1;NE DEPT OF REVENUE,WITHHOLDINGS,23605.97; NEBRASKA MACHINERY CO,EQUIP MAINT,440.33; NEBRASKA PUBLIC POWER DISTRICT,ELECTRIC,17165.56; NEBRASKA SALT AND GRAIN CO,1 LOAD ICE SLICER,4358.52;PANHANDLE ENVIRONMENTAL SERVICES INC,CONTRACTUAL SVC,265; PANHANDLE HUMANE SOCIETY,CONTRACTUAL,5491.33; PAUL W. ESSMAN,WAGE/BENEFIT STUDY,21000; PLATTE VALLEY BANK,HEALTH SAVINGS ACCOUNT,10494.59; POWERPLAN,EQUIP MAINT,523.54; PRUDENT PUBLISHING CO INC,DEPT SUPPL-PD,325.48;PT HOSE AND BEARING,PARTS FOR D. TRUCK,194.44; QUILL CORPORATION,DEPT/INVEST SUPPL-PD,366.37;RAILROAD MANAGEMENT CO III, LLC,RENT - LAND,1632.13; REGIONAL CARE INC,HEALTH INS PREMUM,97787.02; RIVERSIDE ZOOLOGICAL FOUNDATION,CONTRACTUAL,75000; RODRIGUEZ JOSE R,TOW SERVICE-PD,125;S M E C,EMPLOYEE DEDUCTION,144.27;SCB FIREFIGHTERS UNION LOCAL 1454,FIRE EE DUES,300; SCB IBEW 1597 UNION DUES,SCB IBEW 1597 UNION DUES,443.61;

SCB TENT & AWNING,EQUIP MAINT,403.2;SCOTTS BLUFF COUNTY,ANNUAL COMM CENTER PAYMENT,82418; SCOTTS BLUFF COUNTY COURT,LEGAL FEES-PD,386; SCOTTSBLUFFPOLICEOFFICERSASSOCIATION,POLICE DUES,975;SCOTTSBLUFF/GERING CHAMBER OF COMMERCE,MEMBERSHIP,6526; SHERIFF'S OFFICE,LEGAL FEES-PD,390.76; SIMON CONTRACTORS,FINAL PAYMENT FOR AVE B OVERLAY PROJECT,159895.09; SNELL SERVICES INC.,DEPT SUPP ADM,48; SPENCER, KEVIN,SCHOOLS & CONF-PD,61; STATE HEALTH LAB,SAMPLES,278; STATE OF NE.,CONTRACTUAL-PD,315;STATE OF NEBRASKA DEPT OF HEALTH,LICENSE & PERMITS,115;SUPER VACUUM MANUFACTURING CO INC,TRAY MOUNT BRACKET - RESCUE 1,178.13; TERRY D SCOTT,VEH MAINT PARK,62.75; TODD ROBERTUS,23 CLUB IRRIGATION,22940.16; TYLER TECHNOLOGIES, INC,UB ONLINE,348; UNION BANK & TRUST,RETIREMENT,40224.38;UNITED STATES WELDING,EQUIP MTNC,311.93; UNL MARKETPLACE,SCHOOL & CONF CEM,62.1;US BANK,TONNEAU FOR UNIT 1,4119.29;VAN PELT FENCING CO, INC,DEPT SUP,501.5; WALMART,DEPT SUPP DS,770.66; WHIRLWIND HORSE TYLER,LEGAL FEES-PD,81.6; WHITING SIGNS,DEPT SUP,300; WRIGHT, KIMBERLEY,REIMB. - IIMC CERT.CLERK EXP.,165; WYOMING CHILD SUPPORT ENFORCEMENT,CHILD SUPPORT,738.08;ZM LUMBER CO CAPITAL ONE TRADE CREDIT,VEH MAINT PARK,249.58;

Mayor McKerrigan opened the public hearing at 6:06 p.m. for a Rezone of Lot 2A, Block 8, East Portal Addition from C-3 Heavy Commercial to R-4 Heavy Density Multiple Family.

Mr. Zach Glaubius, Planning Administrator, approached Council explaining at the December 13th Planning Commission meeting the Planning Commission gave a positive recommendation for the approval of the rezone request, adding it is in line with the comprehensive plan and staff is recommending approval.

Mr. Richard Meyer, property owner, came forward and commented when the property was purchased 30 years ago he thought it would always be a garden center/nursery. The market has changed substantially and after much thought and consideration he has decided to develop the site into a co-housing facility to have in the neighborhood of 25-30 units. He added, they are still in the early conceptual stages and are trying to figure out the correct planning process, but getting the rezone is the first step in moving forward.

There were no more comments from the public. Mayor McKerrigan closed the public hearing at 6:08 p.m.

Mayor McKerrigan opened the public hearing at 6:09 p.m. to consider a proposed Ordinance Text Change to Chapter 25 Article 3 regarding the addition of Vineyards & Wineries, Golf Courses, and Agricultural Attractions as principal permitted uses in the Agricultural Zoning District.

Mr. Glaubius came forward explaining the Planning Commission made a positive recommendation at their meeting on December 13th regarding the approval of an Ordinance Text Change adding wineries and vineyards, golf courses, and agricultural attractions as principal permitted uses in the Ag district. Staff is also recommending approval of the change.

Mr. Ryan Massey, with Papa Moon Vineyards, approached Council and commented they started their business around 12 years ago and have been fully licensed for 10 years. They have been going to the County to get their (liquor) licenses, but found out last summer they were out of compliance with the current agricultural zoning of the city. Because of this, they are trying to get vineyards and wineries added to the zoning so they can continue to operate their business.

Ms. Starr Lehl, Economic Development Director, came forward asking Council to waive the three readings of the Ordinance, stating it would be February 7th before this change could be implemented. She

added this would show support for these types of establishments, commenting they bring quite a bit of business to the area.

There were no more comments from the public. Mayor McKerrigan closed the public hearing at 6:13 p.m.

Mayor McKerrigan opened the public hearing at 6:13 p.m. to consider the proposed Ordinance Text Addition of Chapter 25 Article 2 regarding the definition of Agricultural Attractions.

Mr. Glaubius explained this is to add a definition for Agricultural Attractions so it is clear for enforcement purposes on what is considered an Agricultural Attraction. This includes pumpkin patches, orchards and corn mazes.

There were no comments from the public. Mayor McKerrigan closed the public hearing at 6:14 p.m.

Mayor McKerrigan opened the public hearing at 6:15 p.m. to consider the proposed Ordinance Text Change to Chapter 25 Article 22 regarding buffer yard requirements in the City of Scottsbluff zoning jurisdiction.

Mr. Glaubius approached Council to explain the Planning Commission gave a positive recommendation at their December 13th meeting on the approval of an Ordinance Text Change regarding buffer yard requirements within the City's jurisdiction. The current requirement is a 20 foot landscape buffer yard for any areas where different zoning districts abut with no leeway. Mr. Eric Reichert, who is developing the corner at West 27th Street and Avenue I, has requested the text change due to his lot being narrower than most lots on West 27th Street.

Mr. Glaubius then stated after reviewing the Gateway Green Overlay Zone, which also has buffer yard requirements, it was found to be more lenient as it permits a 10 foot buffer yard with a six foot opaque fence. Also after looking at the City of Gering's buffer yard requirements, which are not necessary when different zoning districts are separated by a street or public alley, the conclusion was determined that the City is not looking to get rid of buffer yards, but adding different options for developers, hence the text change.

There were no comments from the public. Mayor McKerrigan closed the public hearing at 6:16 p.m.

Mayor McKerrigan opened the public hearing at 6:18 p.m. to consider the proposed Ordinance Text Change to Chapter 4 Article 1 regarding Section 107 of the 2018 International Building Code.

Mr. Glaubius came forward to explain at the December 13, 2021 Planning Commission meeting the Planning Commission made a positive recommendation to approve an Ordinance Text Change regarding Section 107 of the 2018 International Building Code. Section 107 assigns the authority to city code administrators to have a registered design professional for construction projects with special conditions. Currently, Section 107 is excluded by Chapter 4 Article 1.

There were no comments from the public. Mayor McKerrigan closed the public hearing at 6:19 p.m.

Mr. Glaubius presented the bid for the permitting and asset management software proposal to Novotx XS d/b/s Elements XS for \$171,500. He explained there were three bids presented from the RFP that was approved by Council at the November 15th meeting. After reviewing the three proposals, staff has found the best and lowest bid to be from Novotx XS d/b/a Elements XS. This software has met all the requests and requirements of the City, one of which is improving the permitting process for building permits, which can be utilized using the City's website. Also, where asset management is concerned, Public Works will be able to keep track of various amenities throughout the City.

Council Member Colwell moved, seconded by Council Member Lerma to approve awarding the bid for permitting and asset management software to Novotx XS d/b/a Elements XS in the amount of \$171,500, “YEAS,” McKerrigan, Lerma, Colwell, and Green. “NAYS,” None. Absent: Scanlan

Mr. Mark Bohl, Public Works Director approached Council regarding the bid for the rear loader refuse truck. Mr. Bohl explained staff is recommending the bid from Floyd’s Truck Center for \$107,964 for the chassis and Elliott Equipment, (body including trade) for \$95,325. He added we did go out for bid on two trucks, however, with the second; we are negotiating just the body since we have a chassis that is in excellent shape, informing Council the next bid that comes forward may be for a truck body only.

Council Member Colwell made a motion, seconded by Council Member Green to approve awarding the bid for the rear loader refuse truck to Floyd’s Truck Center (chassis) for \$107,964 and Elliott Equipment (body) for \$95,325 totaling \$203,289, “YEAS,” Lerma, Colwell, McKerrigan, and Green. “NAYS,” None. Absent: Scanlan.

Regarding the Preliminary Plat for the Five Oaks Subdivision, Mr. Zach Glaubius came forward and explained the Planning Commission had made a positive recommendation on the approval of the Preliminary Plat for the Five Oaks Subdivision during their December 13th meeting. He added this was on the condition of City Council’s approval of a ten foot crosswalk and twenty foot utility easement that would cross block 7. Also, the block between west 36th and west 40th on Highway 71 exceeds residential maximum block length (21-1-22), which would also require the approval of City Council; thus the reason for the Preliminary Plat only.

Mr. Bill Trumbull, partner of C&T Holdings, LLC came forward and answered a question from Council Member Colwell if this will affect any part of the lots he is selling. Mr. Trumbull answered no, it will just put an easement walkway at the bottom; it is a user friendly piece.

Council Member Colwell moved, seconded by Council Member Lerma to approve the Preliminary Plat for the Five Oaks subdivision with the crosswalk easement, utility easement, additional block length and authorize the Mayor to sign the Resolution, “YEAS,” McKerrigan, Green, Colwell, and Lerma. “NAYS,” None. Absent: Scanlan.

RESOLUTION NO. 22-01-01

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

WHEREAS, BE IT RESOLVED, the preliminary plat of Five Oaks Subdivision- 2021, Blocks 7, 13 and 14, an addition situated in the NW¼ of Section 14, Township 22 North, Range 55 West of the 6th P.M., Scotts Bluff County, Nebraska, submitted in November 2021 is approved with the exception that a dedication of a 10 foot cross walk easement along the south property line and a 20 foot utility easement extends across the Block to meet the requirements of Scottsbluff Municipal Code 22-1-22. Such preliminary plat is valid for a two year period following the approval date set forth herein and must be presented in final form for approval by that time.

Passed and approved this 3rd day of January, 2022.

Mayor

ATTEST:

City Clerk

Council introduced the Ordinance for the Rezone of Lot 2A, Block 8, East Portal Addition from C-3 Heavy Commercial to R-4 Heavy Density Multiple Family and was read by title on first reading: **AN ORDINANCE DEALING WITH ZONING, AMENDING SECTION 25-1-4 BY UPDATING THE OFFICIAL ZONING DISTRICT MAP TO SHOW THAT LOT 2A, BLOCK 8, EAST PORTAL ADDITION, IN SCOTTS BLUFF COUNTY, NEBRASKA CURRENTLY ZONED AS HEAVY COMMERCIAL (C-3), WILL NOW BE INCLUDED IN R-4 HEAVY DENSITY MULTIPLE FAMILY, REPEALING PRIOR SECTION 25-1-4, PROVIDING FOR AN EFFECTIVE DATE AND PROVIDING FOR PUBLICATION IN PAMPHLET FORM.**

Mr. Richard Meyer approached Council and stated it is not an issue to waive the three readings of the Ordinance; however this will be the only meeting he can attend, so if Council has questions he asked that they be asked tonight.

Council introduced the Ordinance Change regarding the addition of Vineyards & Wineries, Golf Courses and Agricultural Attractions as principle permitted uses in the Agricultural Zoning District and was read by title on first reading: **AN ORDINANCE OF THE CITY OF SCOTTSBLUFF, NEBRASKA, AMENDING CHAPTER 25, ARTICLE 2 OF THE SCOTTSBLUFF MUNICIPAL CODE, TO INCLUDE A NEW DEFINITION FOR AGRICULTURAL ATTRACTIONS, AND ALLOW NEW PERMITTED USES IN A AGRICULTURAL DISTRICT AT CHAPTER 25, ARTICLE 3, SECTION 19, PROVIDING FOR AN EFFECTIVE DATE AND PROVIDING FOR PUBLICATION IN PAMPHLET FORM.**

Council Member Colwell moved that the statutory rule regarding the Ordinance Change regarding the addition of Vineyards & Wineries, Golf Courses and Agricultural Attractions as principal permitted uses in the Agricultural Zoning District to be read by title on three different days be suspended. Council Member Lerma seconded the motion, "YEAS," Colwell, Green, Lerma, and McKerrigan. "NAYS," None. Absent: Scanlan

Council Member Green moved to adopt Ordinance No. 4270 to include a new definition for Agricultural Attractions, and allow new permitted uses in an Agricultural District at Chapter 25, Article 3, Section 19. This was seconded by Council Member Lerma, "YEAS," Green, Lerma, McKerrigan, and Colwell. "NAYS," None. Absent: Scanlan

Council introduced the Ordinance Change regarding buffer yard requirements in the City of Scottsbluff zoning jurisdiction and was read by title on first reading: **AN ORDINANCE OF THE CITY OF SCOTTSBLUFF, NEBRASKA AMENDING CHAPTER 25, ARTICLE 22, SECTION 6 OF THE SCOTTSBLUFF MUNICIPAL CODE REGARDING PROVISIONS FOR A BUFFERYARD, PROVIDING FOR AN EFFECTIVE DATE AND PROVIDING FOR PUBLICATION IN PAMPHLET FORM.**

Council introduced the Ordinance regarding Section 107 of the 2018 International Building Code and was read by title on first reading: **AN ORDINANCE OF THE CITY OF SCOTTSBLUFF, NEBRASKA, AMENDING THE SCOTTSBLUFF MUNICIPAL CODE TO AMEND THE SECTION DEALING WITH THE INTERNATIONAL BUILDING CODE, WHICH WILL**

AMEND CHAPTER 4, ARTICLE 1, SECTION 10 OF THE SCOTTSBLUFF MUNICIPAL CODE, PROVIDING FOR AN EFFECTIVE DATE AND PROVIDING FOR PUBLICATION IN PAMPHLET FORM.

Council Member Colwell moved that the statutory rule regarding Section 107 of the 2018 International Building Code to be read by title on three different days be suspended. The motion was seconded by Council Member Lerma, “YEAS,” McKerrigan, Lerma, Colwell, and Green. “NAYS,” None. Absent: Scanlan

Council Member Colwell moved, seconded by Council Member Green to adopt Ordinance No. 4271 which is an Ordinance text change regarding Section 107 of the 2018 International Building Code, “YEAS,” Lerma, Colwell, McKerrigan, and Green. “NAYS,” None. Absent: Scanlan.

Council introduced the Ordinance Change regarding zoning district R-1 Single Family to add special permit use for Livestock-Horses for certain lots and was read by title on second reading: **AN ORDINANCE OF THE CITY OF SCOTTSBLUFF, NEBRASKA, AMENDING CHAPTER 25, ARTICLE 3, SECTION 2 OF THE SCOTTSBLUFF MUNICIPAL CODE DEALING WITH ZONING DISTRICT R-1 SINGLE FAMILY ADDING A SPECIAL PERMIT USE FOR LIVESTOCK-HORSES FOR CERTAIN LOTS, PROVIDING AN EFFECTIVE DATE AND PROVIDING FOR PUBLICATION IN PAMPHLET FORM.**

Council introduced the General Revision Ordinance of the Scottsbluff Municipal Code and was read by title on second reading: **AN ORDINANCE OF THE CITY OF SCOTTSBLUFF, NEBRASKA RECODIFYING THE GENERAL ORDINANCES OF THE CITY, GENERALLY REVISING THE SCOTTSBLUFF MUNICIPAL CODE, REPEALING PRIOR ORDINANCES IN CONFLICT HEREWITH, PROVIDING FOR AN EFFECTIVE DATE AND PROVIDING FOR PUBLICATION IN PAMPHLET FORM.**

Ms. Starr Lehl, Economic Development Director, approached Council regarding the letter of intent to apply for a grant from the Nebraska Department of Economic Development through the Community and Civic Center Finance Fund for Capital Construction to complete the 18th Street Plaza. Ms. Lehl explained the grant will be written for \$465,000; the City will match \$250,000 out of the Special Projects Fund and \$62,000 out of the Parks Department. In addition, the City has received two very generous donations that will be announced later this week and they will also be kicking off a “buy a brick campaign” which will be called Bricks for the Bluffs. With this campaign, citizens will be able to take part in the final construction phase of the plaza. There will be two sizes of bricks; 4x8 will sell for \$50.00 and 8x8 for \$100.00; the goal is to raise \$118,000 for the 18th Street Plaza.

Council Member Lerma moved, seconded by Council Member Green to approve the letter of intent to apply for a grant from the Nebraska Department of Economic Development through the Community and Civic Center Finance Fund and authorize the Mayor to sign the letter, “YEAS,” McKerrigan, Green, Colwell, and Lerma, “NAYS,” None. Absent: Scanlan.

Ms. Lehl presented the Agreement with Plaka and Associates to complete an Economic Development Strategic Plan. Ms. Lehl stated to remain an Economic Development Certified Community the City is required to update the plan every five years. The last strategic plan was completed in 2015 and was titled “United We Grow”. The amount budgeted for the strategic plan is \$30,000.

Council Member Lerma moved, seconded by Council Member Colwell to approve the Agreement for completing an Economic Development Strategic Plan with Plaka and Associates and authorize the Mayor to sign the Agreement, “YEAS, Colwell, Green, Lerma, and McKerrigan. “NAYS,” None. Absent: Scanlan.

Under Council Reports, Mayor McKerrigan reported on Tri Active Living. She stated they discussed the audits of the different schools and are hoping to implement the findings soon. Council Member Colwell congratulated Clerk Wright on becoming a Certified Municipal Clerk and Council Member Green expressed thanks to Mayor McKerrigan and City Manager Rief for hosting the Boy Scouts at City Hall.

Council Member Colwell moved to adjourn the meeting at 6:45 p.m. The motion was seconded by Council Member Lerma, “YEAS,” Green, Lerma, McKerrigan, and Colwell. “NAYS,” None. Absent: Scanlan.

Mayor

Attest:

City Clerk

City of Scottsbluff, Nebraska

Tuesday, January 18, 2022

Regular Meeting

Item Consent2

Council to excuse the absence of Council Member Scanlan from the January 3, 2022 Regular Meeting.

Staff Contact: City Council

City of Scottsbluff, Nebraska

Tuesday, January 18, 2022

Regular Meeting

Item Consent3

Council to set a public hearing for February 7, 2022 at 6:00 p.m. to consider making a recommendation to the Nebraska Liquor Control Commission regarding a Class CK Liquor License for Racks Sports Bar, LLC d/b/a Backaracks, 1402 E. 20th Street, Scottsbluff, NE.

Staff Contact: City Council

City of Scottsbluff, Nebraska

Tuesday, January 18, 2022

Regular Meeting

Item Consent4

Council to set a public hearing for February 7, 2022 at 6:00 p.m. to consider a Rezone of Lot 3, Block 1, Sunset Addition from C-3 Heavy Commercial to R-1A Single Family.

Staff Contact: City Council

City of Scottsbluff, Nebraska

Tuesday, January 18, 2022

Regular Meeting

Item Consent5

Council to approve the advertising of a Request For Proposal for licensed lead-based paint testing and risk assessment services for the Owner-Occupied Housing rehab program and authorize the City Clerk to advertise for proposals to be received by February 1, 2022 at 3:00 p.m.

Staff Contact: City Council

City of Scottsbluff

REQUEST FOR PROPOSALS

LEAD PAINT TESTING AND RISK ASSESSMENT SERVICES

INTENT AND GENERAL INFORMATION

The City of Scottsbluff is requesting proposals from licensed lead-based paint testing and risk assessment services for its Owner-Occupied Housing rehab program.

The Panhandle Area Development District along with the City of Scottsbluff manages the program which assists low- and moderate-income households by providing forgivable loans to correct code issues and bring homes up to standards including things such as replacing roofs, furnaces, boilers, and other elements necessary to ensure the continued habitability and safety of properties in emergency situations. A number of these projects also involve steps to reduce household lead-based paint exposure in the scope of work.

The selected consultant shall be responsible for compliance with all federal, state, and local statutes, and regulations. All services provided shall be consistent with the requirement and guidelines of the HUD Office of Healthy Home and Lead Hazard Control and the State of Nebraska.

The Owner-Occupied Housing Rehab program is financed with funds from the State of Nebraska Small Cities Community Development Block Grant (CDBG) Program. Federal CDBG regulations and Nebraska Department of Economic Development (OED) rules apply to the expenditure of these funds. Housing rehabilitation inspection services are considered "activity delivery costs" which the OED limits.

SUBMISSION, DEADLINE AND QUESTIONS

All proposals shall be submitted in electronic format (PDF) to the following email address: Kimberley Wright, City Clerk at kwright@scottsbluff.org. The email subject line should be clearly marked with the words: "RFP Lead Paint Testing Services". The City of Scottsbluff takes no responsibility for emails that are undeliverable or delayed. It is the responsibility of the submitter to get email confirmation.

**All proposals must be received by 3:00p.m. {MNT} Tuesday, February 1st, 2022
Proposals received after that time will not be considered.**

As an option, an original and three (3) copies of the proposal may be placed in a sealed envelope bearing the name and address of the Consultant and clearly marked with the words: "RFP Lead Paint Testing Services" and delivered to: Kimberley Wright City Clerk 2525 Circle Drive, Scottsbluff, NE 69361. Such written proposals must also be received by the above-referenced deadline.

All proposals will be recorded as they are received. All proposals shall remain firm and cannot be withdrawn for a period of sixty (60) days after receipt.

Questions about the scope of services or this RFP may be directed to Bryan Venable, Panhandle Area Development District, 308-436-6584 or bryanv@nepadd.com. All information given by the City of Scottsbluff, except this RFP and any written addenda, shall be informal and shall not be binding upon the City of Scottsbluff.

SCOPE OF SERVICES

The City is seeking to hire a consultant to inspect housing units for lead paint and provide, as applicable, a lead hazard screen test or a Risk Assessment, and to provide specifications for recommended mitigation and/or abatement measures to be used. In circumstances where abatement is required, the consultant will re-inspect and provide clearance testing. As part of the requested services, the City will require the selected consultant to distribute required notices and informational brochures/handbooks/pamphlets to homeowners and, as applicable, to tenants. This requirement also includes obtaining written confirmation of the receipt of such. These include:

- Confirmation of Receipt of Lead Pamphlet "Protect Your Family from Lead in Your Home," EPA747-K-99-001 (2 versions of this form, one for homeowners and one for tenants)*;

** The City will provide these forms to the selected consultant.*

The properties to be inspected and assessed will be primarily scattered site's, owner-occupied, single-family homes, although, there could be instances where the properties will consist of multi-family housing. The properties will be occupied.

The City of Scottsbluff is an ANEEO Employer and contracting agency. Proposals are encouraged from Section 3, Small and D/M/WBE individuals and firms.

INSPECTION REPORT REQUIREMENTS

Inspection reports require the following: A listing of components that tested positive, sections on regulatory compliance, overall scope of work, field procedures, laboratory and field quality control procedures, Substrate Equivalent Lead determination, data analysis and reduction, laboratory procedures, and application of HUD decision-making rules. As is typical, the consultant shall also supply diagrammatic floor plans of each unit. The consultant shall submit all reports to the City via a digital (electronic) copy. If required, a copy of the report shall be mailed to the property owner, together with any forms requiring the owner's and/or tenants' signatures.

STANDARDS- REFERENCES OF REGULATORY STANDARDS TO BE MET IN PROVIDING SERVICES

1. HUD Guidelines for the Evaluation and Control of Lead Hazards in Housing.
2. Environmental Protection Agency (EPA) regulations, specifically 40 CFR 745.85 (RRP).
3. HUD regulations.
4. Occupational Safety and Health Administration (OSHA) Regulations.

PROPOSAL CONTENT

1. Proposers must use the attached bid form for submitting bids.
2. Proposers must include a Transmittal Letter signed by an authorized representative of the firm.
3. Proposals must include statements of:
 - a. Qualifications - certifications and training as required by the State of Nebraska.
 - b. Related experience - directly applicable experience in performing these services for comparable housing.
Proposed staffing and project organization.
 - c. Work plan/ technical approach.
 - d. One copy each of a sample inspection report and a sample risk assessment report.
 - e. Fully completed 3-page Bid Form (follows on next page).
 - f. Statement about availability to provide services on an as needed basis.
 - g. Copies of applicable licenses.
 - h. Proof of insurance.
4. A copy of the firm's Affirmative Action Policy or Plan, if applicable, and it's State Department of Administrative Services Small/Minority/Female Business Certification if applicable.

CONDITIONS

All Consultants must adhere to the following conditions:

- All proposals in response to this RFP are to be the sole property of the City. Consultants are encouraged not to include in their proposals any information that is proprietary. All materials associated with this procurement process are subject to the terms of state laws defining freedom of information and privacy, and all rules, regulations and interpretations resulting from those laws.
- The City may amend the terms or cancel this RFP any time prior to the execution of a contract for these services if the City deems it to be necessary, appropriate or otherwise in the best interests of the City. It is the Consultant's responsibility to monitor the City's website for amendments. Failure to acknowledge receipt of amendments, in

accordance with the instructions contained in the amendments, may result in a proposal not being considered. At its option, the City may provide all Consultants with a limited opportunity to remedy any technical deficiencies identified by the City as a result of their initial review of proposals.

- Any additions, deletions or changes in the Consultant's personnel assigned to this project must be approved by the City, with the exception of personnel who have terminated employment. At its discretion, the City may require the removal and replacement of any of the Consultant's personnel who do not perform adequately, regardless of whether they were previously approved by the City.
- All subcontractors hired by the Consultant must have prior approval from the City.
- The Consultant represents and warrants that the proposal is not made in connection with any other Consultant and is in all respects fair and without collusion or fraud.
- All responses to the RFP must conform to instructions. Failure to comply with any requirement of this RFP may be considered appropriate cause for rejection of the response.
- The contract document will represent the entire agreement between the Consultant and City and will supersede all prior negotiations, representations, or agreements, alleged or made, between the parties. The City shall assume no liability for payment of services under the terms of the contract until the successful Consultant is notified that the contract has been accepted and approved by the City. The contract may be amended only by means of a written instrument signed by the City and the Consultant.

EVALUATION OF PROPOSALS

The responsibility for the selection of the Consultant lies with the City Council based upon the recommendation of an evaluation and selection advisory team.

Criteria to be used in the evaluation and selection process include the following:

- a. Qualifications, and experience. For both inspection and risk assessment, qualifications must include certification and/or licensing:
 - a. Experience in inspection (other than lead- based paint), maintenance, renovation, or management of housing similar to the housing units for which services are being sought. This experience is most relevant for risk assessment.
 - b. Experience in the planning, design, and monitoring of lead- based paint hazard control projects. This experience is most relevant to inspection services.
 - c. Experience in collecting environmental samples and interpreting test results. Collection and analysis of lead samples such as dust wipes, soil, paint chips, and

water samples in housing environments. Applicable to both risk assessment and inspection.

- d. Experience in environmental report writing. Ability to outline a lead hazard control strategy with an order of priorities and recommended methodologies.
- e. Staffing and organization.
- b. Quality of proposed work plan/ technical approach. Understanding and experience in using HUD Lead-Based Paint Testing and/ or Risk Assessment Protocols are essential requirements.
- c. Cost and price: Proposers MUST submit prices on the attached form. Additional price information may be attached to the form.
- d. References.

RIGHTS RESERVED TO THE CITY

1. The City reserves the right to award in part, to reject any and all proposals in whole or in part for misrepresentation or if the Consultant is in default of any prior City contract, or if the proposal limits or modifies any of the terms and conditions and/or specifications of the RFP. The City also reserves the right to waive technical defects, irregularities and omissions if, in its judgment, the best interest of the City will be served.

2. The City reserves the right to correct inaccurate awards resulting from its clerical errors. This may include, in extreme circumstances, revoking the award of a contract already made to a Consultant and subsequently awarding the contract to another Consultant. Such action on the part of the City shall not constitute a breach of contract on the part of the City, as the contract with the initial Consultant is deemed to be invalid from the outset and of no effect, as if no contract ever existed between the City and the Consultant.

3. During the evaluation process, the City reserves the right to request additional information or clarification from vendors. At the discretion of the City, firms submitting proposals may be requested to make an oral presentation as part of the evaluation process.

OTHER REQUIREMENTS

Indemnification

The selected Consultant shall indemnify and hold harmless the City of Scottsbluff and its agents and employees from and against all claims, losses and expenses, including reasonable attorney's fees to the extent caused by the negligent acts, error or omissions of Consultant, or those for whom the Consultant is legally responsible in the performance of the work.

Insurance

The selected Consultant shall procure and maintain for the duration of the contract term minimum insurance of \$1,000,000 of liability coverage.

**CITY OF
SCOTTSBLUFF**

LEAD PAINT INSPECTION SERVICE- BID FORM

Name of Company: _____

Name of Principal: _____ Regular Contact: _____

Address: _____

Telephone: _____ Fax: _____ Email: _____

Company Information

Number of Employees: _____ Years in Business: _____

Corporation: _____ Sole Proprietorship: _____ Partnership: _____ Other (specify): _____

Federal Employer I.D. # or Social Security#: _____ DUNS#: _____

Minority-owned Business? Yes ☐ No ☐ Women-owned Business? Yes ☐ No ☐

Section 3 Business*? Yes ☐ No ☐ Small Business? Yes ☐ No ☐

Are you certified as a Lead Paint Inspector in the State of Nebraska? Yes ☐ No ☐

(ATTACH YOUR CURRENT CERTIFICATION FORM)

List three (3) references from projects that you have completed within the past year (name, address/ association, and telephone number):

1. _____

2. _____

3. _____

List three (3) references from contractors doing lead abatement or safe practices that you have worked with within the past year (name, address/ association, and telephone number):

1. _____

2. _____

3. _____

COST OF SERVICES

Notes: Paint testing: All paint testing will include paint testing and a report. A "room" is defined as a room, hallway, or outbuilding. Closets are considered part of the room that they are accessory to. Multiple hallways are each considered a room if fully demised (however a 2-story,

open hallway is a single room). Pantries would be considered a room if they are a separate space from a kitchen or dining room and 50 square feet or larger.

Risk Assessment with Full Paint Inspection

All Risk Assessments shall include paint testing, test wipes, report and full scope of work to correct hazards.

1. Fee for a risk assessment of a housing unit up to six (6) rooms with wipe tests: \$ _____
(LR, DR, Hall Exterior, Bathroom Kitchen, Finished Basement, Den, Bedroom, Office, etc.)
2. Fee for a risk assessment for each additional room (over 6) in a unit: \$ _____
3. Fee for a risk assessment for additional units [up to 6 rooms] in multi-unit buildings: \$ _____
4. Fee for paint testing each additional room [over 6] in an additional unit: \$ _____

Clearance Examinations

All Clearance Examinations will include test wipes, visual assessment, clearance reports, and Notice of Hazard Reduction (with a 24-hour turn-around time).

5. Fee for Clearance Examination of a housing unit up to six (6) rooms: \$ _____
6. Fee for Clearance Examination for each additional room [over 6] in a unit: \$ _____
7. Fee for Clearance Examinations of additional units
(up to six (6) rooms) in multi-unit buildings: \$ _____
8. Clearance Examination fee for each additional room [over 6] in an additional unit: \$ _____

Other

9. Fee for soil samples per sample: \$ _____
10. Abatement Plan for 1st unit: \$ _____
11. Abatement Plan for additional units: \$ _____
12. Management Plan for 1st unit: \$ _____
13. Management Plan for additional units: \$ _____

Any items that we did not ask for but you think may be relevant?

The City of Scottsbluff will base the award of a contract for lead paint inspection services on a combination of the consideration of price, ability, and experience, including its own past experience with a proposer. It reserves the right to reject any and all bids as it deems in its best interest.

I certify that all the information in this statement is true and complete to the best of my knowledge and belief.

Name of Individual Filing Proposal: _____

Signature: _____

Title: _____ Date: _____

REMINDER- PLEASE ATTACH A COPY OF YOUR CURRENT CERTIFICATION FORM

Present any other information with this bid that you think is pertinent in evaluating your ability, experience and cost.

Proposals are due on or before 3:00 pm (MNT), Tuesday, February 1st, 2022.

This bid form must be complete and submitted with signatures.

Thank you. Questions about the scope of services or this RFP may be directed to Bryan Venable, Panhandle Area Development District, 308-436-6584 or bryanv@nepadd.com.

City of Scottsbluff, Nebraska

Tuesday, January 18, 2022

Regular Meeting

Item Consent6

Council to acknowledge the Letter of Completion for 23 Club and authorize the Mayor to sign the letter.

Staff Contact: City Council

Agenda Statement

Item No.

For Meeting of: January 18, 2022

AGENDA TITLE: 23 Club Letter of Completion

SUBMITTED BY DEPARTMENT/ORGANIZATION: Finance

PRESENTATION BY: Dustin Rief

SUMMARY EXPLANATION:

need to file Letter of Completion with NDED to obtain the balance of our CCCF grant funds

BOARD/COMMISSION/STAFF RECOMMENDATION: _____

Does this item require the expenditure of funds? _____yes ^x_____no

Are funds budgeted? n/a _____yes _____no

If no, comments: _____

Estimated Amount _____

Amount Budgeted _____

Department _____

Account Description _____

Approval of funds available _____

City Finance Director

EXHIBITS

Resolution ☐

Ordinance ☐

Contract ☐

Minutes ☐

Plan/Map ☐

Other (specify) project completion letter

NOTIFICATION LIST: Yes ☐ No ☐ Further Instructions ☒

Please list names and addresses required for notification.

Please return signed letter to Finance Dept

APPROVAL FOR SUBMITTAL: _____

City Manager

Rev: 12/14/ City Clerk



January 5, 2022

Mackenzie Martin Waldron, CCCFF Program Coordinator
Nebraska Department of Economic Development
P.O. Box 94666
Lincoln, NE 68509-4666

RE: 23 Club Baseball Complex Completion

Dear Ms. Waldron:

This letter is to summarize the work completed for the 23 Club Baseball Complex in Scottsbluff, Nebraska.

The City of Scottsbluff has worked closely with Baker & Associates designing, bidding, planning, building, the 23 Club project over the past several years. The project was broken down into various phases of construction based on where the funding for each phase was coming from. The following is a summary of the prime work contract for the project completed by the City of Scottsbluff.

Prime Contract – City of Scottsbluff

- Site work & utilities
- Buildings & structures (main building, dugouts, stadium awnings)
- Electrical, Mechanical, Plumbing & Lighting for buildings & structures

Contractor: Paul Reed Construction
Value: \$1,062,968.62
Status: Substantial Completion 6/18/21

The facility is now in use and all work has been completed.

If you have any questions regarding the work, please do not hesitate to contact the City of Scottsbluff or Baker & Associates.

Sincerely,

Jeanne McKerrigan, Mayor

City of Scottsbluff, Nebraska

Tuesday, January 18, 2022

Regular Meeting

Item Consent7

Council to authorize the Mayor to sign the license agreement with Novotx for permitting and asset management software.

Staff Contact: Zachary Glaubius, Planning Administrator

Agenda Statement

Item No.

For Meeting of: 1-18-22

AGENDA TITLE: Council to approve and Mayor to sign license agreement with Novotx for permitting and asset management software.

SUBMITTED BY DEPARTMENT/ORGANIZATION: Department of Development Services

PRESENTATION BY: Zachary Glaubius, Planning Administrator

SUMMARY EXPLANATION: Staff and legal counsel have reviewed the license agreement and sales order from Novotx for permitting and asset management. City Council awarded the bid to

BOARD/COMMISSION/STAFF RECOMMENDATION: Staff recommends approval of the license agreement.

Does this item require the expenditure of funds?

☒ **x yes** ☐ **no**

Are funds budgeted?

☒ **x yes** ☐ **no**

If no, comments:

Estimated Amount

**Amount Budgeted
completion**

Department

Account Description

Approval of funds available

\$59,250 at contract signature, remaining \$59,250 due at **project**

Split between Development Services, Stormwater, Water, and Wastewater


City Finance Director

EXHIBITS

Resolution ☐

Ordinance ☐

Contract ☒

Minutes ☐

Plan/Map ☐

Other (specify) _____

NOTIFICATION LIST: Yes ☐ No ☐ Further Instructions ☐

Please list names and addresses required for notification.

APPROVAL FOR SUBMITTAL: _____

Rev: 12/14/ City Clerk

NOVOTX LLC SOFTWARE LICENSE AGREEMENT

This Software License Agreement ("**Agreement**") is made as of _____, 20__ (the "**Effective Date**"), by and between NOVOTX LLC, a Utah limited liability company with offices at 1436 Legend Hills Drive, Suite 335, Clearfield Utah 84015 ("**Novotx**") and the party identified below ("**Licensee**").

Licensee: _____	Contact name: _____
Address: _____	Contact title: _____
	Contact email: _____
	Contact phone: _____

Licensee desires to obtain a license to certain proprietary software of Novotx. Novotx is willing to license such software to Licensee and provide certain software maintenance and support services in relation to such software, to the extent set forth in this Agreement and subject to the terms and conditions hereof.

1. BACKGROUND

1.1 Definitions. As used in the Agreement or in any Exhibit hereto:

(a) "**Confidential Information**" means all trade secrets and all non-public business and financial information, computer software and documentation, machine and operator instructions, business methods, procedures, know-how, and other information that relates to the business or technology of either party.

(b) "**Documentation**" means the Novotx user guides, manuals and associated documentation provided to Licensee with or for the Licensed Software.

(c) "**License Limits**" means the permitted number of users of the Licensed Software, the organizational unit(s) permitted to use the Licensed Software, the maximum organization size, and/or other applicable limitations or conditions associated with the pricing of Licensee's license, as specified in the Sales Order.

(d) "**License Term**" means the duration of the software license being procured by Licensee under this Agreement, as specified in the Sales Order and as may be renewed and/or terminated in accordance with this Agreement.

(e) "**License Type**" means the type of license (such as a production license, evaluation license, or development and/or demonstration license) being procured by Licensee under this Agreement, as specified in the Sales Order. If the License Type is not specified in the Sales Order, it will be presumed to be a production license or, if no license fees are being charged, a non-production evaluation license.

(f) "**Licensed Software**" means Novotx's computer software program(s) for which Licensee is procuring a license pursuant to the Sales Order, and any modules, additions, interfaces, modified versions, updates or enhancements to such programs that Novotx may provide to Licensee pursuant to Maintenance and Support or pursuant to the Sales Order or a separate, applicable services agreement (if any) between Licensee and Novotx.

(g) "**Maintenance and Support**" has the meaning given in Section 4.2.

(h) "**Sales Order**" means the Novotx order form or similar document that references or is attached to this Agreement, as executed by Licensee and Novotx, and that identifies the software being licensed hereunder.

(i) "**Online Services**" means any web, software, or data services or components, such as third-party geographic information services (GIS) or utility billing services, that supply information to, perform tasks for, or otherwise interact with the Licensed Software via the internet.

1.2 Applicability of Certain Terms. As more specifically indicated herein, certain terms and conditions of this Agreement apply only if the license to the Licensed Software is of a certain type or duration. The applicability of those terms and conditions will be determined by the License Type or License Term indicated in the Sales Order. Any terms or conditions of a Sales Order or other document submitted by Licensee that are in addition to or inconsistent with the terms of this Agreement will not be binding on Novotx unless Novotx expressly agrees to the applicability of such terms in writing signed by an authorized officer of Novotx.

1.3 Acceptance of Terms. Licensee will be deemed to have accepted this Agreement either by signing this document or by submitting the Sales Order.

2. LICENSE GRANT AND SCOPE

2.1 Grant. Subject to the terms and conditions of this Agreement, Novotx grants to Licensee a non-exclusive, non-transferable license, during the License Term and within the License Limits, to:

(a) install and use the Licensed Software, in executable form only, solely to the extent and for the purpose(s) described in Section 2.2 for the given License Type;

(b) configure the Licensed Software, using the macro or scripting languages, published application programming interfaces (APIs), and/or other mechanisms provided or specified by Novotx for that purpose, consistent with all applicable configuration instructions and other guidelines set forth in the Documentation; and

(c) reproduce the Licensed Software solely as necessary to facilitate its installation, configuration, and use as authorized above.

2.2 Scope of Use. Unless otherwise expressly agreed in the Sales Order, the Licensed Software may be installed only on servers owned or controlled by Licensee, configured and used only for Licensee's internal business or organizational purposes, and accessed only on compatible devices via the web-based or other interface(s) enabled and documented by Novotx. The scope of Licensee's permitted installation and use of the Licensed Software is further limited based on the License Type, as follows.

(a) Production License. If the License Type is a production license, the Licensed Software may be installed and used only: (i) on one server for production use; (ii) on one server solely for non-production staging and testing purposes; and (iii) on one server solely for backup or emergency fail-over purposes (to be used only if and when the primary production server is unavailable).

(b) Non-Production Licenses Generally. If the License Type is not a production license, the Licensed Software may not be installed or used in a production environment, but may be installed and used only: (i) on one server solely for the kind(s) of use that are associated with the specific non-production License Type, as set forth below; and (ii) on one server solely for backup or emergency fail-over purposes (to be used only if and when the primary server is unavailable).

(c) Beta or Evaluation. A beta and/or evaluation License Type allows Licensee to test and evaluate the Licensed Software in a non-production environment in order to: (i) identify issues in the Licensed Software and provide feedback to Novotx; and/or (ii) assess whether to procure a production license from Novotx.

(d) Development. A development License Type allows Licensee to use the Licensed Software in a non-production environment directly in support of Licensee's development and testing of its own software applications or services that interface or interoperate with the Licensed Software. For clarity, a development License Type does not include or imply any rights to reverse engineer or create derivative works of the Licensed Software.

(e) Demonstration. A demonstration License Type allows Licensee to use the Licensed Software in a non-production environment to demonstrate the Licensed Software and, if combined with a development License Type, to demonstrate Licensee's own software applications or services that interface or interoperate with the Licensed Software, in each case for the purpose of directly or indirectly encouraging third parties to license the Licensed Software from Novotx or its authorized channel partners. For clarity, a demonstration License Type does not include or imply any license rights under Novotx's trademarks, or any rights to sublicense or distribute the Licensed Software. Licensee will make no representations, warranties, or other statements regarding the Licensed Software that are inconsistent with Novotx's published literature or that state or imply any endorsement by Novotx or any authority to speak or act on Novotx's behalf.

(f) Other License Types. If the License Type is of a kind not described above, the Licensed Software may be installed and used only to the extent and for the purpose(s) expressly described in the Sales Order.

2.3 Use by Representatives. The license rights granted above will extend to Licensee's employees, agents, consultants, and independent contractors, but solely to the extent they are acting on Licensee's behalf and otherwise comply with the terms and conditions of this Agreement. Licensee will be responsible for all of such persons' acts and omissions in relation to the Licensed Software as if they were Licensee's own acts and omissions.

2.4 License Limits. Licensee acknowledges that the pricing of the license granted under this Agreement is based in part on the License Limits set forth in the Sales Order.

(a) User Limits. Any stated limit on the number of users indicates the maximum number of individuals who may at any time possess login credentials to access or use the Licensed Software under Licensee's license. Multiple individuals may not share the same login credentials.

(b) Organizational Units. If the Sales Order indicates that the license is for use by or for any particular organizational unit(s) (for example, a department or division within Licensee's organization), then the license granted hereunder extends only to use by or for (as the case may be) such organizational unit(s).

(c) Organization Size. Any stated limit on the size of Licensee's organization or applicable organizational unit shall, unless otherwise provided in the Sales Order, refer to the total number of individuals employed by or otherwise regularly working within that organization or organizational unit.

(d) Increasing License Limits. If any change (such as any increase in the number of users or growth of Licensee's organization) would cause the License Limits to be exceeded, then in order to continue using the Licensed Software, Licensee must increase the License Limits commensurate with those changes, by executing a new or revised Sales Order with Novotx and paying the corresponding additional fees that are then in effect.

2.5 Restrictions. Licensee acknowledges that the Licensed Software and its structure, organization, and source code constitute valuable trade secrets of Novotx and its licensors. Except as expressly permitted by this Agreement, Licensee agrees that Licensee shall not, and shall not permit any third party that acquires access through its relationship with Licensee, to: (i) modify, adapt, alter, translate, or create derivative works of the Licensed Software; (ii) sublicense, distribute, sell, use for service bureau use, lease, rent, loan, or otherwise transfer the Licensed Software to any third party; (iii) reverse engineer, decompile, disassemble, or otherwise attempt to derive the source code for the Licensed Software (except to the extent, if any, that applicable law prohibits restrictions on such activities); (iv) remove, alter, cover or obfuscate any copyright notices or other proprietary rights notices included in the Licensed Software; or (v) otherwise install, configure, reproduce, or use the Licensed Software except as expressly permitted under Section 2.1.

2.6 Reservation of Rights. As between the parties, the Licensed Software, and all worldwide intellectual property rights therein, are the exclusive property of Novotx and its licensors. All rights in and to the Licensed Software not expressly granted to Licensee in this Agreement are reserved by Novotx and its licensors. Novotx shall have the unrestricted right to use or act upon any suggestions, ideas, enhancement requests, feedback, recommendations or other information provided by Licensee or any other party relating to the Licensed Software, except to the extent, if any, that it contains Confidential Information of Licensee that is not specifically related to the Licensed Software, as acknowledged by Novotx in writing.

3. DELIVERY AND ACCEPTANCE

3.1 Delivery. Novotx will deliver the Licensed Software to Licensee by making it available for download by Licensee, or by installing it via remote access to Licensee's designated server(s), as specified in the Sales Order or otherwise mutually agreed by the parties. Licensee agrees to provide Novotx with all cooperation reasonably necessary to enable such delivery, and acknowledges that installation or other implementation services by Novotx may be subject to additional fees, as specified in the Sales Order or a separate services agreement between the parties.

3.2 Additional Materials. The Licensed Software may be accompanied by, or Novotx may separately make available to Licensee, Documentation, additional software, software developer kits, APIs, scripts, templates, and/or other materials that relate to the Licensed Software (collectively, "**Additional Materials**"). The Additional Materials may be furnished under separate licensing terms (including open-source license terms, where applicable), and you agree to read and comply with any such terms as they apply to the Additional Materials. Except as otherwise provided in any such licensing terms (as applicable), or in the absence of such terms, you may use the Additional Materials only in support of your authorized installation, configuration, and use of the Licensed Software, and such Additional Materials will be subject to the same restrictions and reservations of rights that apply to the Licensed Software as set forth in this Agreement.

3.3 Acceptance. The Licensed Software will be deemed accepted upon delivery as set forth above, except to the extent otherwise expressly agreed in the Sales Order. In any event, the Licensed Software will be deemed accepted no later than Licensee's deployment or use thereof in a production environment.

4. TRAINING; MAINTENANCE AND SUPPORT

4.1 Training Services. Novotx will provide the training services defined in the applicable Sales Order, if any, in exchange for the fees specified therein. Licensee will be invoiced separately for any travel related expenses incurred by Novotx employees in connection with any such training services.

4.2 Maintenance and Support. If the License Type is a production license or other form of paid license, Novotx will provide Licensee with application maintenance and technical support services for the Licensed Software ("**Maintenance and Support**") as described in the attached **Exhibit A**, subject to Licensee's payment of all applicable fees as provided therein.

5. FEES AND PAYMENT

5.1 Fees. Licensee will pay the license, Maintenance and Support, and other fees specified in the original Sales Order and any revised or subsequent Sales Orders executed by both parties.

5.2 Payments. The fees will be payable in accordance with the payment schedule, if any, specified in the applicable Sales Order. If not otherwise specified in the Sales Order: (i) license fees are due and payable in advance at the beginning of the License Term and, if applicable, each renewal period; and (ii) Maintenance and Support fees, if applicable, are due and payable in advance at the beginning of the relevant Maintenance and Support period, as more fully set forth in the attached **Exhibit A**. All payments must be made in U.S. dollars. Any amounts not paid within thirty (30) days of the invoice date will accrue interest at the lesser of one and one-half percent (1.5%) per month or the maximum rate permitted by applicable law, from the due date until paid. Licensee shall reimburse Novotx for all its costs and expenses, including reasonable fees of its legal counsel, reasonably incurred by Novotx in collecting any amounts past due from Licensee that are not subject to good faith dispute.

5.3 Price Changes. Novotx's prices are subject to change, except as otherwise agreed in the Sales Order. Any periodic license or Maintenance and Support renewals, and any increase in License Limits, will be charged at the fees then in effect. By permitting the License Term or Maintenance and Support term to renew after being informed of any price change, Licensee agrees to pay the updated fees upon such renewal.

5.4 Taxes. Fees exclude, and Licensee will bear, all applicable sales, use, and other taxes and all applicable export and import fees, customs duties and similar charges. When applicable, Novotx may include any taxes that it is required to collect as a separate line item on an invoice.

5.5 Audit Rights. On Novotx's request, no more frequently than annually, Licensee shall furnish to Novotx an executed certification: (i) verifying that the Licensed Software is being used pursuant to the terms of this Agreement; (ii) verifying the number of users or metrics relevant to the applicable License Limits; and (iii) listing the site(s) where the Licensed Software is installed. Licensee agrees to grant Novotx reasonable access to Licensee's relevant site(s), systems and personnel upon two (2) weeks prior written notice during normal business hours to audit the use of the Licensed Software for the purpose of verifying compliance with this Agreement.

6. WARRANTY AND DISCLAIMERS

6.1 Performance Warranty. If the License Type is a production license, for a period of ninety (90) days after the Licensed Software is first accepted under Section 3.3 (the "**Warranty Period**"), Novotx warrants that the Licensed Software, when used as permitted by Novotx and in accordance with the Documentation, will operate substantially as described in the Documentation. Novotx does not warrant that the functions provided by the Licensed Software will meet all of the requirements of the Licensee or that the Licensee's use of the Licensed Software will be error-free or uninterrupted. If the foregoing warranty is breached, Novotx will, at its expense and for a

cure period of sixty (60) days after written notice of the breach, use commercially reasonable efforts to correct any material, reproducible error in the Licensed Software reported to Novotx by Licensee in writing during the Warranty Period. If Novotx is unable to remedy the breach of this warranty within the sixty (60) day cure period, Licensee shall have the right to terminate this license upon the end of such cure period for a refund of Licensee's prepaid license fees. The foregoing sets forth Novotx's sole obligation and Licensee's exclusive remedy for any breach of warranty. Any error corrections, updates, or the like provided to Licensee will not extend the Warranty Period. The limited warranty granted under this Section does not extend to: (i) changes or errors in the operating system or hardware on which the Licensed Software operates; (ii) problems caused by the improper installation or use of, or any alterations to, the Licensed Software by Licensee or any third party receiving access to the License Software through Licensee; (iii) problems caused by any data input into the Licensed Software; or (iv) problems caused by third-party equipment, software, or services, including but not limited to any unavailability of, errors in, or changes to any Online Services.

6.2 No Other Warranties. THE EXPRESS WARRANTIES IN SECTION 6.1 ARE IN LIEU OF ALL OTHER WARRANTIES, EXPRESS, IMPLIED OR STATUTORY, REGARDING THE LICENSED SOFTWARE, ADDITIONAL MATERIALS, MAINTENANCE AND SUPPORT, AND OTHER SERVICES FURNISHED HEREUNDER, AND NOVOTX EXPRESSLY DISCLAIMS ALL OTHER WARRANTIES, INCLUDING ANY WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, SECURITY, TITLE AND NON-INFRINGEMENT OF THIRD PARTY RIGHTS. LICENSEE ACKNOWLEDGES THAT IT HAS RELIED ON NO WARRANTIES OTHER THAN THE EXPRESS WARRANTIES PROVIDED HEREIN AND THAT NO WARRANTIES ARE MADE HEREIN BY ANY OF NOVOTX'S LICENSORS.

6.3 Online Services. Any Online Services that Novotx leverages or makes accessible through the Licensed Software will be obtained from sources believed to be reliable, but their availability, accuracy, completeness, timeliness, and suitability are not guaranteed. Licensee agrees that Novotx is not responsible for the Online Services, for any change, interruption, error, or discontinuation of any Online Services, or for any resulting adverse effects upon the performance or output of the Licensed Software.

6.4 Licensee Responsibilities.

(a) Business Expertise; Suitability. Licensee acknowledges that the Maintenance and Support and other services furnished hereunder are provided to assist Licensee in the use of the Licensed Software and not as a replacement for Licensee's expertise and knowledge of its business. Licensee assumes all risks associated with the manner and application(s) in which it chooses to use or rely upon the Licensed Software. Licensee is responsible for confirming the accuracy, sufficiency, timeliness, and suitability of any output of the Licensed Software before acting or relying upon the same in any way that could cause property damage, personal injury, economic loss, or other harm. Licensee shall not use the Licensed Software in

applications or environments requiring fault-tolerant or fail-safe performance.

(b) Professional Advice. Given the complex and changing nature of laws, rules and regulations, the Licensed Software and Maintenance and Support may not reflect, and cannot ensure licensee's compliance with, all applicable legal requirements. Novotx is not rendering accounting, tax, legal, or other professional advice. The software and services furnished by Novotx, and the information obtained through use of the Licensed Software, should not be used as a substitute for consultation with professional accounting, tax, legal or other competent advisers.

(c) Input and Configuration. Licensee is solely responsible for any data input into the Licensed Software, for providing all necessary internet connectivity and other infrastructure or system resources necessary for proper operation of the Licensed Software, and for the accuracy and suitability of any configuration of the Licensed Software requested or made by Licensee, including situations where Novotx has worked with licensee to configure the Licensed Software at Licensee's request. Licensee should perform a complete review and testing of the Licensed Software and any Additional Materials, as each may be updated from time to time, before implementing or using the same in a production environment.

(d) Security. Licensee agrees that it has full responsibility for the security of its systems and data.

7. INDEMNITIES

7.1 Infringement Claims. Novotx will defend at its own expense any action against Licensee brought by a third party to the extent that the action is based upon a claim that the Licensed Software infringes any patents or any copyrights or misappropriates any trade secrets of a third party, and Novotx will pay those costs and damages finally awarded against Licensee in any such action that are specifically attributable to such claim or those costs and damages agreed to in a monetary settlement of such action. If the Licensed Software becomes, or in Novotx's opinion is likely to become, the subject of an infringement claim, Novotx may, at its option and expense, either: (i) procure for Licensee the right to continue using the Licensed Software; (ii) replace or modify the Licensed Software so that it becomes non-infringing; or (iii) accept return of the Licensed Software, terminate this Agreement in whole or in part as appropriate upon written notice to Licensee, and refund to Licensee a pro-rata portion of the fees paid for such Licensed Software (if any) to reflect the period of lost use. If the License Term is perpetual, such pro-rata refund will be computed according to a thirty-six (36) month straight-line amortization schedule beginning upon delivery of the Licensed Software; otherwise, the pro-rata refund will be the unused portion of license fees paid for the period affected by the termination. Notwithstanding the foregoing, Novotx will have no obligation under this Section 7.1 or otherwise with respect to any infringement claim based upon: (i) use of the Licensed Software not in accordance with this Agreement; (ii) use of the Licensed Software in combination with products, equipment, software, data, or services not supplied by Novotx; (iii) use of any release of the Licensed Software other than the most current release made available to Licensee; or (iv) modification of the

Licensed Software by any person other than Novotx or its authorized agents or subcontractors. THIS SECTION 7.1 STATES NOVOTX'S ENTIRE LIABILITY AND LICENSEE'S EXCLUSIVE REMEDY FOR ANY CLAIMS OF INFRINGEMENT.

7.2 Third-Party Claims. Licensee will defend at its own expense any action against Novotx brought by a third party arising out of Licensee's use of the Licensed Software except to the extent that the action is covered under Section 7.1, and Licensee will pay those costs and damages finally awarded against Novotx in any such action that are specifically attributable to such claim or those costs and damages agreed to in a monetary settlement of such action.

7.3 Conditions. The indemnifying party's obligations under this Section 7 are conditioned on the other party: (i) notifying the indemnifying party promptly in writing of the action for which defense or indemnity is sought; (ii) giving the indemnifying party sole control of the defense thereof and any related settlement negotiations; and (iii) cooperating and, at the indemnifying party's request and expense, assisting in such defense.

8. LIMITATION OF LIABILITY. NOVOTX'S TOTAL CUMULATIVE LIABILITY IN CONNECTION WITH ANY LICENSED SOFTWARE, ADDITIONAL MATERIALS, OR MAINTENANCE AND SUPPORT OR OTHER SERVICES PROVIDED UNDER THIS AGREEMENT, WHETHER IN CONTRACT, TORT OR OTHERWISE, WILL NOT EXCEED THE AMOUNT OF FEES PAID BY LICENSEE TO NOVOTX UNDER THIS AGREEMENT FOR THE LICENSE OF THE LICENSED SOFTWARE OR (IF APPLICABLE) FOR THE RELEVANT SERVICES. IN NO EVENT WILL NOVOTX BE LIABLE TO LICENSEE OR ANY THIRD PARTY CLAIMING THROUGH LICENSEE FOR ANY CONSEQUENTIAL, INDIRECT, EXEMPLARY, PUNITIVE, SPECIAL, OR INCIDENTAL DAMAGES, OR FOR ANY LOST, DAMAGED OR CORRUPTED DATA, LOST PROFITS, LOST BUSINESS OPPORTUNITIES, LOSS OF GOODWILL OR REPUTATION, BUSINESS INTERRUPTION, WASTED MANAGEMENT TIME, DATA CONVERSION ISSUES, DAMAGE TO LICENSEE'S COMPUTERS OR COMMUNICATIONS NETWORK, OR COSTS OF PROCUREMENT OF SUBSTITUTE GOODS OR SERVICES, ARISING FROM OR RELATING TO THIS AGREEMENT OR THE LICENSED SOFTWARE, ADDITIONAL MATERIALS, MAINTENANCE AND SUPPORT, OR OTHER SERVICES PROVIDED HEREUNDER, HOWEVER CAUSED AND UNDER ANY THEORY OF LIABILITY, INCLUDING BUT NOT LIMITED TO NEGLIGENCE, TORT, INTENTIONAL MISCONDUCT, STRICT LIABILITY, CONTRACT OR OTHERWISE, EVEN IF SUCH DAMAGES WERE FORESEEABLE OR NOVOTX HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES.

9. CONFIDENTIALITY

9.1 Confidentiality Obligations. Each party agrees to maintain any Confidential Information received from the other party in confidence using the same degree of care that it uses to maintain its own Confidential Information in confidence, but in no event not less than reasonable care. The recipient of any Confidential Information shall not disclose such Confidential Information to any third party without prior written approval of the disclosing party or use

such Confidential Information for any purpose not contemplated by this Agreement. The foregoing restrictions shall not apply to any information for which the receiving party can document: (i) was already lawfully known to the receiving party at the time of disclosure by the disclosing party; (ii) is disclosed to the receiving party by a third party who had the right to make such disclosure without any confidentiality restrictions; (iii) is, or through no fault of the receiving party has become, generally available to the public; or (iv) is independently developed by the receiving party without access to, or use of, the disclosing party's Confidential Information. In addition, the receiving party may disclose Confidential Information of the other party to the extent required by applicable law or regulation; provided that the party required to make such disclosure gives the other party prompt written notice and sufficient opportunity to object to such disclosure, or to request confidential treatment.

9.2 Return of Confidential Information. The receiving party will return to the disclosing party or destroy all Confidential Information of the disclosing party in the receiving party's possession or control and permanently erase all electronic copies of such Confidential Information promptly upon the written request of the disclosing party upon the expiration or termination of the Agreement. The receiving party will certify in writing signed by an officer of the receiving party that it has fully complied with its obligations under this Section 9.2.

10. TERM AND TERMINATION

10.1 Term. The term of the Agreement will begin on the Effective Date and will continue in force until the expiration of the License Term (as the same may be renewed in accordance with this Agreement) or indefinitely if the License Term is perpetual, subject to termination as provided in **Section 10.2**.

10.2 Termination.

(a) For Breach. Either party may terminate the License Term and this Agreement if the other party breaches any material provision of the Agreement and does not cure such breach within thirty (30) days after receiving written notice thereof.

(b) Evaluation Licenses. If the License Type is a non-production beta and/or evaluation license, the License Term and this Agreement may be terminated by Novotx at any time, and will automatically expire (without renewal option, unless otherwise specified in the Sales Order) at the end of the stated License Term. License is under no obligation to purchase a paid license during the evaluation License Term, but must do so in order to continue using the Licensed Software after the evaluation License Term ends.

10.3 License Renewal. If the License Term is not perpetual, it will be renewable (i.e., subscription-based) or non-renewable (i.e., fixed-term) as specified in the Sales Order. If not so specified, it will be presumed to be renewable if the License Type is a production license or non-renewable otherwise. If the License Term is renewable, it will automatically extend for successive renewal periods, each equal to the initial license duration stated in the Sales Order (unless otherwise indicated therein), unless and until either party notifies the other of non-renewal at least thirty

(30) days in advance. Either party may exercise its non-renewal right for any reason or no reason.

10.4 Effects of Termination. Upon termination or expiration of the Agreement for any reason: (i) any amounts owed to Novotx under this Agreement before such termination or expiration will be immediately due and payable; (ii) all license rights granted in the Agreement will immediately cease to exist; and (iii) Licensee must promptly discontinue all use of the Licensed Software, erase all copies of the Licensed Software from Licensee's computers, and return to Novotx or destroy all copies of the Licensed Software on tangible media in Licensee's possession. For avoidance of doubt, termination of this Agreement will not preclude either party from pursuing any available legal remedies for any default of the other party's obligations.

10.5 Survival. Sections 0, 2.6, 5.3, 5.5, 6.1, 6.3, 7, 8, 9, 10.4, 10.5, and 11, together with any accrued payment obligations, will survive expiration or termination of the Agreement for any reason.

11. GENERAL

11.1 Assignment. Except as permitted below, this Agreement may not be assigned or transferred by either party without the other party's prior written consent, and any attempt to do so will be void. Either party shall have the right to assign this Agreement to any successor to its business or assets to which this Agreement relates, whether by merger, sale of assets, sale of stock, reorganization or otherwise; provided, however, that Licensee may not transfer this Agreement, by assignment, merger, change of control, operation of law, or otherwise, to any software company or competitor of Novotx. In the event of an assignment, merger or change of control of Licensee, Licensee will promptly notify Novotx of the transaction, consult with Novotx regarding the anticipated impact of such transaction in relation to the License Limits and other restrictions of this Agreement, and take all actions (including those described in Section 2.4(d)) reasonably necessary in order to remain in compliance with this Agreement.

11.2 Notices. Any notice required or permitted by this Agreement will be in writing and will be deemed effective upon receipt, when sent by confirmed email or when delivered in person or by express delivery service, or mailed, first class, registered or certified mail, postage prepaid, to the address of the party specified in this Agreement or such other address as such party may specify in writing.

11.3 Governing Law. This Agreement will be governed by and interpreted in accordance with the laws of the State of Nebraska, without reference to its choice of laws rules. The prevailing party in any dispute under this Agreement will be entitled to recover from the other party its reasonable attorney fees incurred with respect to that dispute.

11.4 Waivers. All waivers must be in writing to be effective. Any waiver or failure to enforce any provision of the Agreement on one occasion will not be deemed a waiver of any other provision or of such provision on any other occasion.

11.5 Severability. If any provision of the Agreement is unenforceable, such provision will be changed and interpreted to accomplish the objectives of such provision to the greatest extent possible under applicable law and the remaining provisions will continue in full force and effect.

11.6 Force Majeure. No party shall be liable for failure or delay in performing its obligation (other than payment of money) for causes beyond its reasonable control.

11.7 Entire Agreement; Counterparts. This Agreement, together with any Exhibits and related Sales Orders, constitutes the entire agreement between the parties regarding the subject hereof and supersedes all prior or contemporaneous agreements, understandings, and communication, whether written or oral. This Agreement shall not be modified except by a subsequently dated written amendment signed by an officer of Novotx and a duly authorized representative of Licensee. This Agreement may be executed in counterparts, which taken together shall form one legal instrument.

The parties by their authorized representatives have entered into this Agreement as of the Effective Date.

NOVOTX LLC	LICENSEE: _____
Signed: _____	Signed: _____
Name: _____	Name: _____
Title: _____	Title: _____
Date: _____	Date: _____

Exhibit A Maintenance and Support

Novotx will provide technical support and maintenance services for the Licensed Software based upon the following terms and conditions and those set forth in the Software License Agreement ("**Agreement**") to which this Exhibit is attached. Capitalized terms used but not defined in this Exhibit have the meanings given in the Agreement.

1. Technical Support Services: Technical support services shall include call management, entitlement verification, issue prioritization, basic installation assistance, issue analysis, program error re-creation, application diagnostics and the corresponding resolution of such issue or issues through operational instruction, work-arounds, or corrections to the object code of the application. Training, implementation, configuration, and customization services are outside the scope of technical support, and are subject to additional charges.

2. Maintenance Services: Maintenance services shall include delivery of all updates (as described below) for the Licensed Software that are commercially released during the term of Licensee's Maintenance and Support entitlement. Updates consist of new releases that may provide functional enhancements and error corrections. New products, separately serialized modules, and software customizations are not considered updates and are not included in the maintenance services. Licensee will have sole responsibility for the installation of any updates.

3. Scope of Services: Services will be provided during Novotx's normal hours of operation, Monday through Friday from 7:00 AM to 6:00 PM Central Time, excluding national holidays. Basic services will include unlimited phone and email access to technical support as well as online access to Novotx's client services website. Enhanced services may also be made available by Novotx from time to time and contracted by Licensee.

4. Term: Subject to the terms of the Agreement and Licensee's payment of all fees specified below, Licensee is entitled to receive the Maintenance and Support described herein: (i) for the duration of the License Term if the License Term is fixed-term or subscription-based; or (ii) for a period of one year, measured from the the end of the Warranty Period (and subject to renewal as provided below), if the License Term is perpetual.

5. Annual Renewal of Service: If the License Term is perpetual, then thirty (30) days prior to the annual expiration date of Maintenance and Support service, Novotx will invoice Licensee for the annual renewal of service pursuant to the current terms, conditions and pricing then in effect. Such service will be automatically renewed unless canceled in writing by Licensee prior to the annual expiration date or in the event of non-payment by the renewal date.

6. Fees: Fees for Maintenance and Support services are: (i) included in the fees paid for a fixed-term or subscription-based license to the Licensed Software (provided such license is not granted free of charge); or (ii) charged on an annual basis, in an amount equal to twenty percent (20%) of the then-current list price of the Licensed Software (or the most recent list price if the Licensed Software version being used is no longer available for sale by Novotx) if the License Term is perpetual. The annual fee for Maintenance and Support in connection with perpetual license will be calculated as of the beginning of the annual period based

upon the list price of the Licensed Software as if a perpetual license were being purchased at such time. Licensee will be invoiced for annual renewals on or before the date of expiration of the then current term. Novotx reserves the right to amend its fees annually with prior written notice and Licensee shall have the right to no longer subscribe for Maintenance and Support.

7. Applicability to Free Licenses: If the license for the Licensed Software is granted free of charge, Licensee will not be entitled to Maintenance and Support unless expressly agreed by Novotx in the Sales Order, in which case fees for Maintenance and Support will be as set forth in the Sales Order, subject to change as provided above.

8. Exclusions: Novotx has no obligation to perform technical support services related to: (i) hardware, software, data, or services not supplied by Novotx (including but not limited to Online Services); (ii) modifications or customizations made to the Licensed Software by anyone other than Novotx or its representatives; (iii) installation or use of the Licensed Software other than as authorized in the Agreement and described in the Documentation; or (iv) Licensee's failure to implement error corrections, work-arounds, or updates furnished by Novotx (collectively, the "**Excluded Causes**"). Without limiting the foregoing, Novotx reserves the right to charge Licensee additional fees for services rendered in connection with reported program errors that are subsequently determined to have been due to any of the Excluded Causes. Any such fees will be charged on a time-and-materials basis.

9. Payment: Licensee is responsible for the full payment, including any applicable sales and/or use taxes, for services received. Licensee's Maintenance and Support entitlement shall immediately expire if payment is thirty (30) days past due. If Licensee cancels services at any time, no refund, pro-rated or otherwise, will be provided.

10. Reinstatement of Services: In the event of cancellation of or non-payment for Maintenance and Support, any subsequent renewals will be subject to a reinstatement charge of 25% of the then-current Licensed Software perpetual license fee, plus any unpaid historical and current annual fees.

11. Registered Users: Licensee shall provide and maintain a list of registered users that may be contacted by Novotx in relation to Maintenance and Support. Licensee may amend the list of registered users at any time by providing written notice to Novotx.

12. Conditions of Service: The receipt and use of the Licensed Software and associated Maintenance and Support is subject to the terms and conditions of the original Agreement and Licensee's adherence to associated documentation and maintenance of the system requirements of the Licensed Software. Novotx reserves the right to suspend Maintenance and Support for any outdated versions of the Licensed Software with prior notification to Licensee.



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Sales Agreement

Agreement No.	00000062	Created Date	1/10/2022
Created By	Ken Peterson	Expiration Date	11/30/2021

This agreement describes the products and/or services to be provided and/or licensed by the Customer at the address below. Prior to installation and/or use, an authorized representative of the Customer must agree to the terms and conditions of the License Agreement(s) associated with the product(s) listed below (provided separately).

Customer Information

Bill To Name	City of Scottsbluff, NE
Bill To	2525 Circle Drive Scottsbluff, NE 69361
Ship To Name	City of Scottsbluff, NE
Website	http://scottsbluff.org

Vendor Information

Company Name	Novotx	Prepared By	Ken Peterson
Company Address	1979 W 1900 S Suite A Syracuse, UT 84075 US	Title	Sales / Central US
		Email	kpeterson@novotx.com
		Phone	(402) 309-5701

Products and Services

Product	Product Description	Line Item Description	Quantity	Sales Price	Total Price
Elements XS Annual Subscription	Elements XS Annual Subscription. Enterprise License; includes unlimited named users. Subscription renews annually beginning 12 months after installation.		1.00	\$10,000.00	\$10,000.00
Connect Annual Subscription	Elements XS Connect annual subscription.	Required for external users to submit permits, applications, and related records.	1.00	\$10,000.00	\$10,000.00
Data Migration / Conversion Services	Data migration and/or conversion as detailed below.	Work Order Data Migration from Beehive	1.00	\$10,000.00	\$10,000.00
Asset Management Implementation Services	Fixed price for Elements XS implementation services as outlined below.	Up to 33 billable days of permitting implementation for building and city clerk permits.	1.00	\$33,000.00	\$33,000.00
Asset Management Implementation Services	Fixed price for Elements XS implementation services as outlined below.	Elements XS Implementation Services, includes up to 22 billable days of services including application installation, configuration, and training for the Department of Public Works, Water Works, and Engineering.	1.00	\$33,000.00	\$33,000.00
	Annual hosting services fee for				

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Hosting Services (AWS)	Elements XS. Includes setup, maintenance, and support of Elements XS environment and up to 150gb of cloud storage for file attachments.		1.00	\$6,500.00	\$6,500.00
Third Party Integrations	Integration with third-party technology as described below.	Tyler Encode 10 Integration	1.00	\$10,000.00	\$10,000.00
811 Integration	Elements XS 811 integration with positive response where required by law.		1.00	\$6,000.00	\$6,000.00

Total Price

\$118,500.00

Payment Terms

Payment Terms

50% (\$59,250) due at contract signature with the remaining 50% (\$59,250) due at project completion.

Annual Charges: Elements XS: \$10,000, Connect: \$10,000, AWS Cloud Hosting: \$ 6,500

Annual Total: \$26,500

Standard Implementation Items

The items below describe what is included with a standard deployment of Elements XS. Any additional configuration or deployment requests must be listed separately on this Sales Agreement.

What's Included

Pre-Installation Items

- Business process review and consultation for best practices with Elements XS
- Review IT infrastructure
- Review GIS infrastructure Review Reporting Requirements

Installation

- Installation of Elements XS
- Installation of Geocortex Essentials

Map Integration

- Integration of one Geocortex Essentials map viewer in Elements XS
- Configuration to load map-based (GIS) assets from Geocortex map viewer
- Training to Configure GIS Layers in Elements and Geocortex
- Provide sample SQL statements and training required to implement Esri-based query layers (requires ArcGIS Enterprise)

Deployment of the following Geocortex workflows:

- Create Service Order from GIS Asset
- Report a GIS Problem from Map
- Select Multiple Assets from Map using the Elements Select Tool Add GIS Asset Relationships to Tasks
- Zoom to GIS Assets

General Application Setup

- Setting up company, department, and division structure o Setup of default navigation menus
- Configure SMTP settings for Email notifications
- Active Directory Integration with LDAP

Service Orders Setup

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- Configuration of Default Statuses
 - 1 – Pending
 - 2 – In Progress
 - 3 – Ready for Review
 - 4 – Complete
 - 5 – Cancelled
- Configuration of Default Priorities:
 - 1 – Low
 - 2 – Medium
 - 3 – High
 - 4 – Emergency

Delivery of standard Service Order templates using default Status and Priority configurations

Training on the following items:

- Configure custom application menus
- Configure service order templates
- Configure preventive and routine maintenance schedules
- Configure users and user permissions
- Configure basic Elements XS workflows
- Configure custom Service Order Task Status and Priority types
- Configuration of custom Elements XS forms
- Configuration of default Service Order Task assignments

One-Time Data Imports (Includes Test Imports and Data Validations)

- Non-spatial assets
- Inventory Items (materials, equipment).

Utility Billing Integration (as specified on sales agreement)

Standard Reports and Dashboards

Service Orders & Work Management Reports

- Task Charges
- Task Contractor Usage
- Task Costs
- Task Equipment Usage
- Task Labor Usage
- Task Material Usage

Inventory Reports

- Purchase Order Details
- Item Receiving Details
- Invoice Details
- Material Usage by Asset Type
- Contractor Purchase Order History
- FIFO Valuation Report
- Item Quantity Transaction History
- Item Purchase Order History
- Parts Used by Account / Date
- Stock Levels Report
- Vendor Purchase Order History

Other Included Reports

- Activities Details
- Notes Details
- Phone Calls Details
- Timesheet Hours
- SystemConfigurationReports

What's Not Included

- Installing or configuring Microsoft SQL Server, Esri products, or any other third-party applications that may be required for Elements XS.
- Configuring and/or publishing map or feature services, including query layers
- Configuring Esri web maps, dashboards, or other Esri technology

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- Setting up preventive and routine maintenance schedules *
- Setting up asset scoring *
- Setting up service order templates *
- Setting up user accounts and user permissions *
- Setting up custom application menus *
- Setting up basic Elements XS workflows *
- Configuring default assignments for Service Order templates *
- Creation of Geocortex workflows to support custom business processes (unless specified in sales agreement)
- IT setup (opening ports, installing IIS, etc.)
- Creating dynamic forms
- Creating Custom Reports

* Training on how to configure and use these features is provided

Required Licensing

All Elements XS deployments require Esri's ArcGIS Enterprise and/or an active subscription to ArcGIS Online. On-premise deployments also require Microsoft SQL Server and a standard Windows server operating environment. Pricing in this agreement does not include these products and Customer is responsible for purchasing, installing, and maintaining these applications.

Additional Transaction Terms

Scope Limitations & Additional Services

For all items beyond the original project scope, additional professional services are billed at \$1,800 per day (\$225 per hour). Services beyond the project scope must be approved by Customer prior to services being performed and will be billed separately. Services beyond the scope of this agreement include:

- Any scripts, interfaces, reports or program code requested by the Licensee, other than Program Modifications to the Elements XS applications that provide specific functionality uniquely designed for the Licensee
- Consulting services for Custom Applications or Custom Programming performed specifically for the Licensee

Travel Expenses

Unless specified otherwise, all travel expenses will be billed actual, as incurred, for any services performed onsite.

Sales Tax

Customer agrees to pay any and all sales, use, excise or transaction taxes with respect to the products and services under this Sales Agreement.

Additional Terms

"This agreement equals the 'Sales Order' defined in the corresponding license agreement."

Purchase Authorization

By signing below, Customer agrees to purchase the products and services listed above.

Customer Authorized Signature _____ Date _____

Printed Name _____ Title _____

Novotx Authorized Signature _____ Date _____

Printed Name _____ Title _____

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City of Scottsbluff, Nebraska

Tuesday, January 18, 2022

Regular Meeting

Item Consent8

Cancel the January 31, 2022 Regular Council Meeting as two regular meetings will have already been held in the month of January.

Staff Contact: City Council

City of Scottsbluff, Nebraska

Tuesday, January 18, 2022

Regular Meeting

Item Claims1

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

Staff Contact: Liz Loutzenhiser, Finance Director



Expense Approval Report

By Vendor Name

Post Dates 1/4/2022 - 1/18/2022

Description (Payable)	Account Name	Amount
Vendor: 00460 - ACCELERATED RECEIVABLES SOLUTIONS		
Fund: 713 - CASH & INVESTMENT POOL		
WAGE ATTACHMENT	WAGE ATTACHMENT EE PAY	277.71
Fund 713 - CASH & INVESTMENT POOL Total:		277.71
Vendor 00460 - ACCELERATED RECEIVABLES SOLUTIONS Total:		277.71
Vendor: 00393 - ACTION COMMUNICATIONS INC.		
Fund: 111 - GENERAL		
EQUIP MAINT-PD	EQUIPMENT MAINTENANCE	35.00
EQUIP MAINT PARK	EQUIPMENT MAINTENANCE	128.33
EQUIP MAINT-PD	EQUIPMENT MAINTENANCE	377.00
EQUIP MAINT-PD	EQUIPMENT MAINTENANCE	125.00
EQUIP MAINT-PD	EQUIPMENT MAINTENANCE	78.70
EQUIP MAINT-PD	EQUIPMENT MAINTENANCE	125.00
Fund 111 - GENERAL Total:		869.03
Vendor 00393 - ACTION COMMUNICATIONS INC. Total:		869.03
Vendor: 05887 - ALLO COMMUNICATIONS,LLC		
Fund: 111 - GENERAL		
LOCAL TELEPHONE CHARGES	PHONE & INTERNET	239.81
LOCAL TELEPHONE CHARGES	PHONE & INTERNET	71.24
LOCAL TELEPHONE CHARGES	PHONE & INTERNET	34.98
LOCAL TELEPHONE CHARGES	PHONE & INTERNET	37.98
LOCAL TELEPHONE CHARGES	PHONE & INTERNET	160.00
LOCAL TELEPHONE CHARGES	PHONE & INTERNET	142.49
LOCAL TELEPHONE CHARGES	PHONE & INTERNET	329.27
LOCAL TELEPHONE CHARGES	PHONE & INTERNET	1,207.30
LOCAL TELEPHONE CHARGES	PHONE & INTERNET	426.47
LOCAL TELEPHONE CHARGES	PHONE & INTERNET	234.74
LOCAL TELEPHONE CHARGES	PHONE & INTERNET	29.77
Fund 111 - GENERAL Total:		2,914.05
Fund: 212 - TRANSPORTATION		
LOCAL TELEPHONE CHARGES	PHONE & INTERNET	457.12
Fund 212 - TRANSPORTATION Total:		457.12
Fund: 213 - CEMETERY		
LOCAL TELEPHONE CHARGES	PHONE & INTERNET	71.24
Fund 213 - CEMETERY Total:		71.24
Fund: 224 - ECONOMIC DEVELOPMENT		
LOCAL TELEPHONE CHARGES	PHONE & INTERNET	343.87
Fund 224 - ECONOMIC DEVELOPMENT Total:		343.87
Fund: 621 - ENVIRONMENTAL SERVICES		
LOCAL TELEPHONE CHARGES	PHONE & INTERNET	167.34
Fund 621 - ENVIRONMENTAL SERVICES Total:		167.34
Fund: 631 - WASTEWATER		
LOCAL TELEPHONE CHARGES	PHONE & INTERNET	157.10
Fund 631 - WASTEWATER Total:		157.10
Fund: 641 - WATER		
LOCAL TELEPHONE CHARGES	PHONE & INTERNET	149.37
Fund 641 - WATER Total:		149.37
Fund: 661 - STORMWATER		
LOCAL TELEPHONE CHARGES	PHONE & INTERNET	33.89
Fund 661 - STORMWATER Total:		33.89

Expense Approval Report

Post Dates: 1/4/2022 - 1/18/2022

Description (Payable)	Account Name	Amount
Fund: 721 - GIS SERVICES		
LOCAL TELEPHONE CHARGES	PHONE & INTERNET	34.98
Fund 721 - GIS SERVICES Total:		34.98
Vendor 05887 - ALLO COMMUNICATIONS,LLC Total:		4,328.96
Vendor: 02118 - ANITA'S GREENSCAPING INC		
Fund: 111 - GENERAL		
Bldg. Main.	BUILDING MAINTENANCE	265.00
Fund 111 - GENERAL Total:		265.00
Vendor 02118 - ANITA'S GREENSCAPING INC Total:		265.00
Vendor: 10252 - ARMANDO & MARIA AGUILERA		
Fund: 111 - GENERAL		
FACADE GRANT	COMMUNITY DEVELOPMENT	5,700.00
Fund 111 - GENERAL Total:		5,700.00
Vendor 10252 - ARMANDO & MARIA AGUILERA Total:		5,700.00
Vendor: 06781 - ASSURITY LIFE INSURANCE CO		
Fund: 713 - CASH & INVESTMENT POOL		
LIFE INS	LIFE INS EE PAYABLE	32.95
Fund 713 - CASH & INVESTMENT POOL Total:		32.95
Vendor 06781 - ASSURITY LIFE INSURANCE CO Total:		32.95
Vendor: 04575 - AUTOZONE STORES, INC		
Fund: 111 - GENERAL		
VEH MAINT-PD	VEHICLE MAINTENANCE	35.38
Fund 111 - GENERAL Total:		35.38
Vendor 04575 - AUTOZONE STORES, INC Total:		35.38
Vendor: 00295 - B & H INVESTMENTS, INC		
Fund: 111 - GENERAL		
Dep Sup - LIBRARY	DEPARTMENT SUPPLIES	35.00
BLDG MAINT-PD	BUILDING MAINTENANCE	12.25
BLDG MAINT-PD	BUILDING MAINTENANCE	12.25
Dep Sup - LIBRARY	DEPARTMENT SUPPLIES	45.50
BLDG MAINT-PD	BUILDING MAINTENANCE	12.25
BLDG MAINT-PD	BUILDING MAINTENANCE	12.25
Fund 111 - GENERAL Total:		129.50
Fund: 212 - TRANSPORTATION		
SUPP - WATER	DEPARTMENT SUPPLIES	18.50
SUPP - WATER	DEPARTMENT SUPPLIES	26.00
Fund 212 - TRANSPORTATION Total:		44.50
Fund: 621 - ENVIRONMENTAL SERVICES		
DEPT SUPPLIES	DEPARTMENT SUPPLIES	26.00
DEPT SUPPLIES	DEPARTMENT SUPPLIES	18.50
DEPT SUP	DEPARTMENT SUPPLIES	29.00
DEPT SUPPLIES	DEPARTMENT SUPPLIES	22.00
Fund 621 - ENVIRONMENTAL SERVICES Total:		95.50
Fund: 631 - WASTEWATER		
DEPT SUP	DEPARTMENT SUPPLIES	29.00
Fund 631 - WASTEWATER Total:		29.00
Vendor 00295 - B & H INVESTMENTS, INC Total:		298.50
Vendor: 00271 - B&C STEEL CORPORATION		
Fund: 621 - ENVIRONMENTAL SERVICES		
DEPT SUPPLIES	DEPARTMENT SUPPLIES	4,848.75
DEPT SUPPLIES	DEPARTMENT SUPPLIES	65.85
Fund 621 - ENVIRONMENTAL SERVICES Total:		4,914.60
Vendor 00271 - B&C STEEL CORPORATION Total:		4,914.60

Expense Approval Report

Post Dates: 1/4/2022 - 1/18/2022

Description (Payable)	Account Name	Amount
Vendor: 00405 - BLUFFS FACILITY SOLUTIONS		
Fund: 111 - GENERAL		
DEPT/JANIT SUPPL-PD	DEPARTMENT SUPPLIES	40.55
DEPT/JANIT SUPPL-PD	DEPARTMENT SUPPLIES	40.54
DEPT/JANIT SUPPL-PD	JANITORIAL SUPPLIES	31.24
DEPT/JANIT SUPPL-PD	JANITORIAL SUPPLIES	31.24
DEPT/JANIT SUPPL-PD	DEPARTMENT SUPPLIES	75.02
DEPT/JANIT SUPPL-PD	DEPARTMENT SUPPLIES	75.02
DEPT/JANIT SUPPL-PD	JANITORIAL SUPPLIES	6.61
DEPT/JANIT SUPPL-PD	JANITORIAL SUPPLIES	6.60
Jan. Sup.	JANITORIAL SUPPLIES	65.48
LARGE AND X-LARGE NITRILE G...	DEPARTMENT SUPPLIES	166.00
Fund 111 - GENERAL Total:		538.30
Fund: 631 - WASTEWATER		
DEPT SUP	DEPARTMENT SUPPLIES	93.80
Fund 631 - WASTEWATER Total:		93.80
Fund: 641 - WATER		
DEPT SUP	DEPARTMENT SUPPLIES	93.80
Fund 641 - WATER Total:		93.80
Vendor 00405 - BLUFFS FACILITY SOLUTIONS Total:		725.90
Vendor: 10318 - BRAVO ASHLEIGH		
Fund: 111 - GENERAL		
LEGAL FEES-PD	LEGAL FEES	23.36
Fund 111 - GENERAL Total:		23.36
Vendor 10318 - BRAVO ASHLEIGH Total:		23.36
Vendor: 00735 - CAPITAL BUSINESS SYSTEMS INC.		
Fund: 111 - GENERAL		
CONTRACTUAL-PD	CONTRACTUAL SERVICES	59.00
EQUIP MAINT COPIER	EQUIPMENT MAINTENANCE	10.54
Fund 111 - GENERAL Total:		69.54
Vendor 00735 - CAPITAL BUSINESS SYSTEMS INC. Total:		69.54
Vendor: 07911 - CELLCO PARTNERSHIP		
Fund: 111 - GENERAL		
TABLETS, IPADS, CELL PHONE, ...	DEPARTMENT SUPPLIES	32.84
TABLETS, IPADS, CELL PHONE, ...	PHONE & INTERNET	20.04
Fund 111 - GENERAL Total:		52.88
Fund: 212 - TRANSPORTATION		
TABLETS, IPADS, CELL PHONE, ...	PHONE & INTERNET	643.66
Fund 212 - TRANSPORTATION Total:		643.66
Fund: 621 - ENVIRONMENTAL SERVICES		
TABLETS, IPADS, CELL PHONE, ...	PHONE & INTERNET	80.16
Fund 621 - ENVIRONMENTAL SERVICES Total:		80.16
Fund: 631 - WASTEWATER		
CELL PHONE / CONTRACTUAL S...	CONTRACTUAL SERVICES	100.02
CELL PHONE / CONTRACTUAL S...	CELLULAR PHONE	41.02
TABLETS, IPADS, CELL PHONE, ...	PHONE & INTERNET	30.06
Fund 631 - WASTEWATER Total:		171.10
Fund: 641 - WATER		
CELL PHONE / CONTRACTUAL S...	CONTRACTUAL SERVICES	60.02
CELL PHONE / CONTRACTUAL S...	CELLULAR PHONE	41.02
TABLETS, IPADS, CELL PHONE, ...	PHONE & INTERNET	30.06
Fund 641 - WATER Total:		131.10

Expense Approval Report

Post Dates: 1/4/2022 - 1/18/2022

Description (Payable)	Account Name	Amount
Fund: 721 - GIS SERVICES		
TABLETS, IPADS, CELL PHONE, ...	PHONE & INTERNET	10.02
Fund 721 - GIS SERVICES Total:		10.02
Vendor 07911 - CELLCO PARTNERSHIP Total:		1,088.92
Vendor: 10317 - CHRISTOPHER TARR		
Fund: 111 - GENERAL		
BLDG MAINT ADM	BUILDING MAINTENANCE	90.00
Fund 111 - GENERAL Total:		90.00
Vendor 10317 - CHRISTOPHER TARR Total:		90.00
Vendor: 00484 - CITY OF GERING		
Fund: 621 - ENVIRONMENTAL SERVICES		
DISPOSAL FEES	DISPOSAL FEES	42,860.22
Fund 621 - ENVIRONMENTAL SERVICES Total:		42,860.22
Vendor 00484 - CITY OF GERING Total:		42,860.22
Vendor: 00367 - CITY OF SCB		
Fund: 111 - GENERAL		
DEPT SUPPL/POSTAGE-PD	DEPARTMENT SUPPLIES	14.00
DEPT SUPPL/POSTAGE-PD	POSTAGE	65.05
Fund 111 - GENERAL Total:		79.05
Vendor 00367 - CITY OF SCB Total:		79.05
Vendor: 00706 - COMPUTER CONNECTION INC		
Fund: 111 - GENERAL		
CONTRACTUAL-PD	CONTRACTUAL SERVICES	44.00
Fund 111 - GENERAL Total:		44.00
Vendor 00706 - COMPUTER CONNECTION INC Total:		44.00
Vendor: 09824 - CORE & MAIN LP		
Fund: 641 - WATER		
DEPT SUP	DEPARTMENT SUPPLIES	4,772.82
Fund 641 - WATER Total:		4,772.82
Vendor 09824 - CORE & MAIN LP Total:		4,772.82
Vendor: 05709 - CREDIT BUREAU OF COUNCIL BLUFFS		
Fund: 111 - GENERAL		
FEE EMPL.SCREENING - DEC 20...	CONSULTING SERVICES	50.00
Fund 111 - GENERAL Total:		50.00
Vendor 05709 - CREDIT BUREAU OF COUNCIL BLUFFS Total:		50.00
Vendor: 03321 - DALE'S TIRE & RETREADING, INC.		
Fund: 621 - ENVIRONMENTAL SERVICES		
VEHICLE MTNC	VEHICLE MAINTENANCE	4,730.14
Fund 621 - ENVIRONMENTAL SERVICES Total:		4,730.14
Vendor 03321 - DALE'S TIRE & RETREADING, INC. Total:		4,730.14
Vendor: 07421 - DUANE E. WOHLERS		
Fund: 621 - ENVIRONMENTAL SERVICES		
DISPOSAL FEES	DISPOSAL FEES	800.00
DISPOSAL FEES	DISPOSAL FEES	800.00
Fund 621 - ENVIRONMENTAL SERVICES Total:		1,600.00
Vendor 07421 - DUANE E. WOHLERS Total:		1,600.00
Vendor: 10279 - EAKES INC		
Fund: 111 - GENERAL		
DEPT SUPP ADM	DEPARTMENT SUPPLIES	26.45
DEPT SUPP ADM	DEPARTMENT SUPPLIES	27.37
DEPT SUPP ADM	DEPARTMENT SUPPLIES	12.99
DEPT SUPP ADM	DEPARTMENT SUPPLIES	39.90
DEPT SUPP ADM	DEPARTMENT SUPPLIES	8.34
DEPT SUPP FIRE	DEPARTMENT SUPPLIES	9.95

Expense Approval Report

Post Dates: 1/4/2022 - 1/18/2022

Description (Payable)	Account Name	Amount
Dep. Sup.	DEPARTMENT SUPPLIES	142.03
Dep. Sup.	DEPARTMENT SUPPLIES	221.99
DEPT SUPP ADM	DEPARTMENT SUPPLIES	-12.79
Fund 111 - GENERAL Total:		476.23
Fund: 224 - ECONOMIC DEVELOPMENT		
DEPT SUPP ED	DEPARTMENT SUPPLIES	17.68
Fund 224 - ECONOMIC DEVELOPMENT Total:		17.68
Vendor 10279 - EAKES INC Total:		493.91
Vendor: 09477 - ENVISIONWARE, INC		
Fund: 111 - GENERAL		
Cont. Srvc.	CONTRACTUAL SERVICES	924.15
Fund 111 - GENERAL Total:		924.15
Vendor 09477 - ENVISIONWARE, INC Total:		924.15
Vendor: 07574 - FAT BOYS TIRE AND AUTO		
Fund: 111 - GENERAL		
VEH MAINT PARK	VEHICLE MAINTENANCE	872.00
Fund 111 - GENERAL Total:		872.00
Fund: 212 - TRANSPORTATION		
TIRE REPAIR FOR BACKHOE	EQUIPMENT MAINTENANCE	18.00
Fund 212 - TRANSPORTATION Total:		18.00
Vendor 07574 - FAT BOYS TIRE AND AUTO Total:		890.00
Vendor: 00548 - FEDERAL EXPRESS CORPORATION		
Fund: 641 - WATER		
POSTAGE	POSTAGE	50.30
Fund 641 - WATER Total:		50.30
Vendor 00548 - FEDERAL EXPRESS CORPORATION Total:		50.30
Vendor: 00794 - FLOYD'S TRUCK CENTER SCOTTSBLUFF		
Fund: 212 - TRANSPORTATION		
RADIATOR DRAIN PLUG FOR D. ... VEHICLE MAINTENANCE		19.95
Fund 212 - TRANSPORTATION Total:		19.95
Vendor 00794 - FLOYD'S TRUCK CENTER SCOTTSBLUFF Total:		19.95
Vendor: 00060 - FRANCISCO'S BUMPER TO BUMPER INC		
Fund: 111 - GENERAL		
TOW SERVICE-PD	CONTRACTUAL SERVICES	195.00
TOW SERVICE-PD	CONTRACTUAL SERVICES	230.00
TOW SERVICE-PD	CONTRACTUAL SERVICES	170.00
TOW SERVICE-PD	CONTRACTUAL SERVICES	220.00
TOW SERVICE-PD	CONTRACTUAL SERVICES	220.00
TOW SERVICE-PD	CONTRACTUAL SERVICES	220.00
TOW SERVICE-PD	CONTRACTUAL SERVICES	170.00
TOW SERVICE-PD	CONTRACTUAL SERVICES	220.00
TOW SERVICE-PD	CONTRACTUAL SERVICES	220.00
Fund 111 - GENERAL Total:		1,865.00
Vendor 00060 - FRANCISCO'S BUMPER TO BUMPER INC Total:		1,865.00
Vendor: 10116 - GARDNER TECHNOLOGIES, LLC		
Fund: 224 - ECONOMIC DEVELOPMENT		
LB 840 FUNDS	ECONOMIC DEVELOPMENT	20,000.00
Fund 224 - ECONOMIC DEVELOPMENT Total:		20,000.00
Vendor 10116 - GARDNER TECHNOLOGIES, LLC Total:		20,000.00
Vendor: 00789 - GERING VALLEY PLUMBING & HEATING, INC		
Fund: 212 - TRANSPORTATION		
INSTALLED NEW INDUCER MO...	BUILDING MAINTENANCE	1,182.00

Expense Approval Report

Post Dates: 1/4/2022 - 1/18/2022

Description (Payable)	Account Name	Amount
REPLACE PRESSURE SWITCH ON...BUILDING MAINTENANCE		184.00
	Fund 212 - TRANSPORTATION Total:	1,366.00
	Vendor 00789 - GERING VALLEY PLUMBING & HEATING, INC Total:	1,366.00
Vendor: 09610 - GRAY TELEVISION GROUP INC		
Fund: 661 - STORMWATER		
CONTRACTUAL SVC	CONTRACTUAL SERVICES	1,395.00
CONTRACTUAL SVC	CONTRACTUAL SERVICES	500.00
CONTRACTUAL SVC	CONTRACTUAL SERVICES	200.00
	Fund 661 - STORMWATER Total:	2,095.00
	Vendor 09610 - GRAY TELEVISION GROUP INC Total:	2,095.00
Vendor: 00180 - HERSTEAD MONUMENT COMP. INC		
Fund: 213 - CEMETERY		
DEPT SUPP CEM	DEPARTMENT SUPPLIES	110.00
	Fund 213 - CEMETERY Total:	110.00
	Vendor 00180 - HERSTEAD MONUMENT COMP. INC Total:	110.00
Vendor: 00525 - IDEAL LAUNDRY AND CLEANERS, INC.		
Fund: 111 - GENERAL		
Jan. Sup.	JANITORIAL SUPPLIES	89.25
Jan. Sup.	JANITORIAL SUPPLIES	89.25
DEPT SUPP ADM	DEPARTMENT SUPPLIES	54.90
	Fund 111 - GENERAL Total:	233.40
Fund: 212 - TRANSPORTATION		
SUPP - MATS, TOWELS	DEPARTMENT SUPPLIES	49.28
SUPP - MATS, TOWELS	DEPARTMENT SUPPLIES	53.21
	Fund 212 - TRANSPORTATION Total:	102.49
Fund: 621 - ENVIRONMENTAL SERVICES		
DEPT SUPPLIES	DEPARTMENT SUPPLIES	108.14
DEPT SUPPLIES	DEPARTMENT SUPPLIES	108.14
MATS	CONTRACTUAL SERVICES	15.80
DEPT SUPPLIES	DEPARTMENT SUPPLIES	110.82
CONTRACTUAL SVC	CONTRACTUAL SERVICES	15.80
	Fund 621 - ENVIRONMENTAL SERVICES Total:	358.70
Fund: 631 - WASTEWATER		
MATS	CONTRACTUAL SERVICES	15.80
CONTRACTUAL SVC	CONTRACTUAL SERVICES	15.80
CONTRACTUAL SVC	CONTRACTUAL SERVICES	36.25
	Fund 631 - WASTEWATER Total:	67.85
Fund: 641 - WATER		
CONTRACTUAL SVC	CONTRACTUAL SERVICES	36.24
	Fund 641 - WATER Total:	36.24
	Vendor 00525 - IDEAL LAUNDRY AND CLEANERS, INC. Total:	798.68
Vendor: 00937 - INDEPENDENT PLUMBING AND HEATING, INC		
Fund: 111 - GENERAL		
DEPT SUPP PARK	DEPARTMENT SUPPLIES	58.67
DEPT SUPP PARK	DEPARTMENT SUPPLIES	115.14
	Fund 111 - GENERAL Total:	173.81
	Vendor 00937 - INDEPENDENT PLUMBING AND HEATING, INC Total:	173.81
Vendor: 09291 - INGRAM LIBRARY SERVICES INC		
Fund: 111 - GENERAL		
Coll.	COLLECTIONS	80.42
Coll.	COLLECTIONS	416.39
Coll.	COLLECTIONS	368.13
Coll.	COLLECTIONS	115.01

Expense Approval Report

Post Dates: 1/4/2022 - 1/18/2022

Description (Payable)	Account Name	Amount
Coll.	COLLECTIONS	64.67
Fund 111 - GENERAL Total:		1,044.62
Vendor 09291 - INGRAM LIBRARY SERVICES INC Total:		1,044.62
Vendor: 00733 - INLAND TRUCK PARTS & SERVICE		
Fund: 111 - GENERAL		
VEH MAINT PARK	VEHICLE MAINTENANCE	985.26
Fund 111 - GENERAL Total:		985.26
Vendor 00733 - INLAND TRUCK PARTS & SERVICE Total:		985.26
Vendor: 08154 - INTERNAL REVENUE SERVICE		
Fund: 713 - CASH & INVESTMENT POOL		
WITHHOLDINGS	MEDICARE W/H EE PAYABLE	4,664.49
WITHHOLDINGS	MEDICARE W/H EE PAYABLE	4,664.49
WITHHOLDINGS	FICA W/H EE PAYABLE	17,139.43
WITHHOLDINGS	FICA W/H EE PAYABLE	17,139.43
WITHHOLDINGS	FED W/H EE PAYABLE	30,613.92
Fund 713 - CASH & INVESTMENT POOL Total:		74,221.76
Vendor 08154 - INTERNAL REVENUE SERVICE Total:		74,221.76
Vendor: 08525 - INTRALINKS, INC		
Fund: 111 - GENERAL		
CITY HALL SERVER HARD DRIVE	DEPARTMENT SUPPLIES	140.00
CONTR.SERVICE - DEC 2021	CONTRACTUAL SERVICES	1,530.00
CONTR.SERVICE - DEC 2021 - PD	CONTRACTUAL SERVICES	517.50
Fund 111 - GENERAL Total:		2,187.50
Fund: 212 - TRANSPORTATION		
CONTR.SERVICE - DEC 2021	CONTRACTUAL SERVICES	202.50
Fund 212 - TRANSPORTATION Total:		202.50
Fund: 213 - CEMETERY		
CONTR.SERVICE - DEC 2021	CONTRACTUAL SERVICES	45.00
Fund 213 - CEMETERY Total:		45.00
Fund: 224 - ECONOMIC DEVELOPMENT		
CONTR.SERVICE - DEC 2021	CONTRACTUAL SERVICES	67.50
CONTR.SERVICE - DEC 2021 - E...	CONTRACTUAL SERVICES	135.00
Fund 224 - ECONOMIC DEVELOPMENT Total:		202.50
Fund: 621 - ENVIRONMENTAL SERVICES		
CONTR.SERVICE - DEC 2021	CONTRACTUAL SERVICES	112.50
Fund 621 - ENVIRONMENTAL SERVICES Total:		112.50
Fund: 641 - WATER		
CONTR.SERVICE - DEC 2021	CONTRACTUAL SERVICES	45.00
Fund 641 - WATER Total:		45.00
Vendor 08525 - INTRALINKS, INC Total:		2,795.00
Vendor: 05696 - INVENTIVE WIRELESS OF NE, LLC		
Fund: 111 - GENERAL		
INTERNET	PHONE & INTERNET	17.95
INTERNET	PHONE & INTERNET	17.95
Fund 111 - GENERAL Total:		35.90
Vendor 05696 - INVENTIVE WIRELESS OF NE, LLC Total:		35.90
Vendor: 01048 - JULIUS D KONCABA		
Fund: 111 - GENERAL		
FACADE GRANT	COMMUNITY DEVELOPMENT	4,289.20
Fund 111 - GENERAL Total:		4,289.20
Vendor 01048 - JULIUS D KONCABA Total:		4,289.20

Expense Approval Report

Post Dates: 1/4/2022 - 1/18/2022

Description (Payable)	Account Name	Amount
Vendor: 00098 - KENNETH LEROY DODGE		
Fund: 111 - GENERAL		
Equip. Main.	EQUIPMENT MAINTENANCE	80.00
Fund 111 - GENERAL Total:		80.00
Vendor 00098 - KENNETH LEROY DODGE Total:		80.00
Vendor: 09747 - KNOW HOW LLC		
Fund: 111 - GENERAL		
COMPRESSOR BELT - STATION 1...	DEPARTMENT SUPPLIES	19.97
VEH MAINT PARK	VEHICLE MAINTENANCE	39.23
EQUIP MAINT PARK	EQUIPMENT MAINTENANCE	139.99
EQUIP MAINT PARK	EQUIPMENT MAINTENANCE	21.16
VEH MAINT PARK	VEHICLE MAINTENANCE	10.36
EQUIP MAINT PARK	EQUIPMENT MAINTENANCE	8.92
EQUIP MAINT PARK	EQUIPMENT MAINTENANCE	36.71
VEH MAINT PARK	VEHICLE MAINTENANCE	13.16
VEH MAINT PARK	VEHICLE MAINTENANCE	39.48
VEH MAINT PARK	VEHICLE MAINTENANCE	16.60
EQUIP MAINT PARK	EQUIPMENT MAINTENANCE	-8.92
Fund 111 - GENERAL Total:		336.66
Fund: 212 - TRANSPORTATION		
TOGGLE SWITCH FOR D. TRUCK	VEHICLE MAINTENANCE	5.75
BATTERY FOR PICKUP	VEHICLE MAINTENANCE	99.95
OIL & FUEL FILTERS FOR WATER...	VEHICLE MAINTENANCE	25.74
AIR FILTER FOR WATER TRUCK	VEHICLE MAINTENANCE	23.17
PARTS FOR PLOW BLADE - NUT	EQUIPMENT MAINTENANCE	5.18
FILTERS FOR PICKUP	VEHICLE MAINTENANCE	14.16
Fund 212 - TRANSPORTATION Total:		173.95
Fund: 621 - ENVIRONMENTAL SERVICES		
VEHICLE MTNC	VEHICLE MAINTENANCE	178.15
DEPT SUPPLIES	DEPARTMENT SUPPLIES	179.98
EQUIP MAINT	EQUIPMENT MAINTENANCE	23.27
VEHICLE MTNC	VEHICLE MAINTENANCE	11.58
DEPT SUPPLIES & VEHICLE MTNC	DEPARTMENT SUPPLIES	179.98
DEPT SUPPLIES & VEHICLE MTNC	VEHICLE MAINTENANCE	11.48
DEPT SUPPLIES & VEHICLE MTNC	DEPARTMENT SUPPLIES	87.88
DEPT SUPPLIES & VEHICLE MTNC	VEHICLE MAINTENANCE	23.98
EQUIP MAINT	EQUIPMENT MAINTENANCE	24.98
DEPT SUPPLIES & VEHICLE MTNC	DEPARTMENT SUPPLIES	77.40
DEPT SUPPLIES & VEHICLE MTNC	VEHICLE MAINTENANCE	23.94
EQUIP MTNC	EQUIPMENT MAINTENANCE	67.33
DEPT SUPPLIES	DEPARTMENT SUPPLIES	15.30
DEPT SUPPLIES	DEPARTMENT SUPPLIES	7.50
EQUIP MAINT	EQUIPMENT MAINTENANCE	61.11
Fund 621 - ENVIRONMENTAL SERVICES Total:		973.86
Fund: 631 - WASTEWATER		
EQUIP MAINT	EQUIPMENT MAINTENANCE	23.27
EQUIP MAINT	EQUIPMENT MAINTENANCE	24.98
EQUIP MAINT	EQUIPMENT MAINTENANCE	61.11
Fund 631 - WASTEWATER Total:		109.36
Fund: 641 - WATER		
DEPT SUP	DEPARTMENT SUPPLIES	3.83
Fund 641 - WATER Total:		3.83
Vendor 09747 - KNOW HOW LLC Total:		1,597.66

Expense Approval Report

Post Dates: 1/4/2022 - 1/18/2022

Description (Payable)	Account Name	Amount
Vendor: 00395 - KOIS BROTHERS EQUIPMENT CO INC		
Fund: 621 - ENVIRONMENTAL SERVICES		
DEPT SUPPLIES	DEPARTMENT SUPPLIES	16,920.00
Fund 621 - ENVIRONMENTAL SERVICES Total:		16,920.00
Vendor 00395 - KOIS BROTHERS EQUIPMENT CO INC Total:		16,920.00
Vendor: 09872 - KRIZ DAVIS		
Fund: 621 - ENVIRONMENTAL SERVICES		
ELECTRICAL MTNC	ELECTRICAL MAINTENANCE	214.60
ELECTRICAL MTNC	ELECTRICAL MAINTENANCE	15.81
Fund 621 - ENVIRONMENTAL SERVICES Total:		230.41
Fund: 631 - WASTEWATER		
EQUIP MAINT	EQUIPMENT MAINTENANCE	109.41
Fund 631 - WASTEWATER Total:		109.41
Vendor 09872 - KRIZ DAVIS Total:		339.82
Vendor: 07802 - KUHLMAN, BOBBI		
Fund: 111 - GENERAL		
SCHOOLS & CONF-PD	SCHOOL & CONFERENCE	280.00
Fund 111 - GENERAL Total:		280.00
Vendor 07802 - KUHLMAN, BOBBI Total:		280.00
Vendor: 04892 - LEAGUE ASSOCIATION OF RISK MANAGEMENT		
Fund: 111 - GENERAL		
WORKERS COMP DEDUCTIBLES ... WORKERS COMPENSATION		2,164.15
Fund 111 - GENERAL Total:		2,164.15
Fund: 213 - CEMETERY		
WORKERS COMP DEDUCTIBLES ... WORKERS COMPENSATION		983.22
Fund 213 - CEMETERY Total:		983.22
Fund: 621 - ENVIRONMENTAL SERVICES		
VEH. CREDIT - 1979 E.S. DUMP ... VEHICLE INSURANCE		-142.69
Fund 621 - ENVIRONMENTAL SERVICES Total:		-142.69
Vendor 04892 - LEAGUE ASSOCIATION OF RISK MANAGEMENT Total:		3,004.68
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: 10319 - LOZOYA WILLIAM		
Fund: 111 - GENERAL		
LEGAL FEES-PD	LEGAL FEES	23.36
Fund 111 - GENERAL Total:		23.36
Vendor 10319 - LOZOYA WILLIAM Total:		23.36
Vendor: 00242 - M.C. SCHAFF & ASSOCIATES, INC		
Fund: 111 - GENERAL		
PROF SERV. - 18TH ST PLAZA IM... CONTRACTUAL SERVICES		3,765.00
Fund 111 - GENERAL Total:		3,765.00
Vendor 00242 - M.C. SCHAFF & ASSOCIATES, INC Total:		3,765.00
Vendor: 08190 - MADISON NATIONAL LIFE		
Fund: 111 - GENERAL		
INSURANCE	DISABILITY INSURANCE	440.45
Fund 111 - GENERAL Total:		440.45
Fund: 713 - CASH & INVESTMENT POOL		
INSURANCE	LIFE INS EE PAYABLE	655.22
INSURANCE	DIS INC INS EE PAYABLE	814.83

Expense Approval Report

Post Dates: 1/4/2022 - 1/18/2022

Description (Payable)	Account Name	Amount
INSURANCE	LIFE INS ER PAYABLE	760.48
Fund 713 - CASH & INVESTMENT POOL Total:		2,230.53
Vendor 08190 - MADISON NATIONAL LIFE Total:		2,670.98
Vendor: 05099 - MARKETING CONSULTANTS		
Fund: 111 - GENERAL		
CLOTHING ALLOWANCE	UNIFORMS & CLOTHING	124.00
Fund 111 - GENERAL Total:		124.00
Fund: 621 - ENVIRONMENTAL SERVICES		
CLOTHING ALLOWANCE	UNIFORMS & CLOTHING	1,738.00
Fund 621 - ENVIRONMENTAL SERVICES Total:		1,738.00
Fund: 631 - WASTEWATER		
CLOTHING ALLOWANCE	UNIFORMS & CLOTHING	99.00
Fund 631 - WASTEWATER Total:		99.00
Vendor 05099 - MARKETING CONSULTANTS Total:		1,961.00
Vendor: 08317 - MATHESON TRI-GAS INC		
Fund: 641 - WATER		
RENT MACHINES	RENT-MACHINES	66.18
Fund 641 - WATER Total:		66.18
Vendor 08317 - MATHESON TRI-GAS INC Total:		66.18
Vendor: 07628 - MENARDS, INC		
Fund: 111 - GENERAL		
SUPPLIES - PATHWAY	PATHWAY	8.64
GROUND MAINT PARK	GROUNDS MAINTENANCE	88.50
DEPT SUPP REC	DEPARTMENT SUPPLIES	135.92
EPT SUPP PARK	DEPARTMENT SUPPLIES	90.88
FUEL CANS FOR KEROSENE	DEPARTMENT SUPPLIES	67.96
GROUND MAINT PARK	GROUNDS MAINTENANCE	37.89
GROUND MAINT PARK	GROUNDS MAINTENANCE	91.62
EQUIP MAINT PARK	EQUIPMENT MAINTENANCE	13.45
Fund 111 - GENERAL Total:		534.86
Fund: 212 - TRANSPORTATION		
SUPP - WRAP STRAPS	DEPARTMENT SUPPLIES	9.98
SUPP - NO HUB COUPLING	DEPARTMENT SUPPLIES	-4.68
SUPP - CAULK, MACHINE SCREW	DEPARTMENT SUPPLIES	9.08
SUPP - GALV. NIP	DEPARTMENT SUPPLIES	1.45
Fund 212 - TRANSPORTATION Total:		15.83
Fund: 621 - ENVIRONMENTAL SERVICES		
ELECTRICAL MTNC	ELECTRICAL MAINTENANCE	948.84
SHOP SUPPLIES	DEPARTMENT SUPPLIES	27.36
DEPT SUP	DEPARTMENT SUPPLIES	4.19
DEPT SUPPLIES	DEPARTMENT SUPPLIES	17.31
Fund 621 - ENVIRONMENTAL SERVICES Total:		997.70
Fund: 631 - WASTEWATER		
DEPT SUP	DEPARTMENT SUPPLIES	4.19
VEHICLE MAINT	VEHICLE MAINTENANCE	31.58
DEPT SUP	DEPARTMENT SUPPLIES	-19.98
Fund 631 - WASTEWATER Total:		15.79
Vendor 07628 - MENARDS, INC Total:		1,564.18
Vendor: 00705 - MIDLANDS NEWSPAPERS, INC		
Fund: 111 - GENERAL		
Sbscrp.	SUBSCRIPTIONS	251.99
Fund 111 - GENERAL Total:		251.99
Vendor 00705 - MIDLANDS NEWSPAPERS, INC Total:		251.99

Expense Approval Report

Post Dates: 1/4/2022 - 1/18/2022

Description (Payable)	Account Name	Amount
Vendor: 00661 - MID-STATES ORGANIZED CRIME INFORMATION CENTER		
Fund: 111 - GENERAL		
MEMBERSHIP-PD	MEMBERSHIPS	200.00
Fund 111 - GENERAL Total:		200.00
Vendor 00661 - MID-STATES ORGANIZED CRIME INFORMATION CENTER Total:		200.00
Vendor: 07938 - MIDWEST CONNECT, LLC		
Fund: 111 - GENERAL		
DEPT SUPP ADM	DEPARTMENT SUPPLIES	210.00
Fund 111 - GENERAL Total:		210.00
Fund: 621 - ENVIRONMENTAL SERVICES		
UB PROCESSING - DECEMBER 2...	CONTRACTUAL SERVICES	568.17
Fund 621 - ENVIRONMENTAL SERVICES Total:		568.17
Fund: 631 - WASTEWATER		
UB PROCESSING - DECEMBER 2...	CONTRACTUAL SERVICES	568.17
Fund 631 - WASTEWATER Total:		568.17
Fund: 641 - WATER		
UB PROCESSING - DECEMBER 2...	CONTRACTUAL SERVICES	568.18
Fund 641 - WATER Total:		568.18
Vendor 07938 - MIDWEST CONNECT, LLC Total:		1,914.52
Vendor: 02569 - MUNIMETRIX SYSTEMS CORP		
Fund: 111 - GENERAL		
IMAGESILO - DEC 2021	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	1,553.10
Fund 713 - CASH & INVESTMENT POOL Total:		1,553.10
Vendor 04082 - NE CHILD SUPPORT PAYMENT CENTER Total:		1,553.10
Vendor: 00797 - NE DEPT OF REVENUE		
Fund: 713 - CASH & INVESTMENT POOL		
WITHHOLDINGS	STATE W/H EE PAYABLE	23,605.97
Fund 713 - CASH & INVESTMENT POOL Total:		23,605.97
Vendor 00797 - NE DEPT OF REVENUE Total:		23,605.97
Vendor: 00402 - NEBRASKA MACHINERY CO		
Fund: 621 - ENVIRONMENTAL SERVICES		
EQUIP MAINT	EQUIPMENT MAINTENANCE	32.79
Fund 621 - ENVIRONMENTAL SERVICES Total:		32.79
Fund: 631 - WASTEWATER		
EQUIP MAINT	EQUIPMENT MAINTENANCE	32.79
Fund 631 - WASTEWATER Total:		32.79
Vendor 00402 - NEBRASKA MACHINERY CO Total:		65.58
Vendor: 00578 - NEBRASKA PUBLIC POWER DISTRICT		
Fund: 111 - GENERAL		
Electric	ELECTRICITY	357.73
Electric	ELECTRICITY	711.95
Electric	ELECTRICITY	36.81
Electric	ELECTRICITY	711.95
Electric	ELECTRICITY	92.74
Electric	ELECTRICITY	225.31
Electric	ELECTRICITY	1,889.23
Electric	ELECTRICITY	59.61
Electric	ELECTRICITY	2,981.81
Electric	ELECTRICITY	241.40

Expense Approval Report

Post Dates: 1/4/2022 - 1/18/2022

Description (Payable)	Account Name	Amount
Electric	STREET LIGHTS	100.40
Fund 111 - GENERAL Total:		7,408.94
Fund: 212 - TRANSPORTATION		
Electric	ELECTRICITY	759.13
Electric	ELECTRIC POWER	1,480.69
Electric	STREET LIGHTS	26,994.11
Fund 212 - TRANSPORTATION Total:		29,233.93
Fund: 213 - CEMETERY		
Electric	ELECTRICITY	616.02
Fund 213 - CEMETERY Total:		616.02
Fund: 216 - BUSINESS IMPROVEMENT		
Electric	STREET LIGHTS	85.42
Fund 216 - BUSINESS IMPROVEMENT Total:		85.42
Fund: 621 - ENVIRONMENTAL SERVICES		
Electric	ELECTRICITY	640.27
Fund 621 - ENVIRONMENTAL SERVICES Total:		640.27
Fund: 631 - WASTEWATER		
Electric	ELECTRICITY	1,153.02
Electric	ELECTRIC POWER	87.61
Fund 631 - WASTEWATER Total:		1,240.63
Fund: 641 - WATER		
Electric	ELECTRICITY	67.97
Electric	ELECTRIC POWER	406.24
Fund 641 - WATER Total:		474.21
Vendor 00578 - NEBRASKA PUBLIC POWER DISTRICT Total:		39,699.42
Vendor: 00632 - NEBRASKA RURAL RADIO ASSOCIATION		
Fund: 661 - STORMWATER		
CONTRACTUAL SVC	CONTRACTUAL SERVICES	332.50
Fund 661 - STORMWATER Total:		332.50
Vendor 00632 - NEBRASKA RURAL RADIO ASSOCIATION Total:		332.50
Vendor: 04198 - NEBRASKALAND TIRE, INC		
Fund: 111 - GENERAL		
VEH MAINT-PD	VEHICLE MAINTENANCE	22.99
VEH MAINT-PD	VEHICLE MAINTENANCE	22.99
Fund 111 - GENERAL Total:		45.98
Vendor 04198 - NEBRASKALAND TIRE, INC Total:		45.98
Vendor: 10300 - NMC GROUP INC		
Fund: 621 - ENVIRONMENTAL SERVICES		
EQUIP MTNC	EQUIPMENT MAINTENANCE	229.44
Fund 621 - ENVIRONMENTAL SERVICES Total:		229.44
Vendor 10300 - NMC GROUP INC Total:		229.44
Vendor: 00139 - NORTHWEST PIPE FITTINGS, INC. OF SCOTTSBLUFF		
Fund: 111 - GENERAL		
DEPT SUPP PARK	DEPARTMENT SUPPLIES	132.06
DEPT SUPP PARK	DEPARTMENT SUPPLIES	285.41
Fund 111 - GENERAL Total:		417.47
Vendor 00139 - NORTHWEST PIPE FITTINGS, INC. OF SCOTTSBLUFF Total:		417.47
Vendor: 01757 - OCLC ONLINE COMPUTER LIBRARY CENTER, INC		
Fund: 111 - GENERAL		
Cont. Svcs.	CONTRACTUAL SERVICES	385.72
Fund 111 - GENERAL Total:		385.72
Vendor 01757 - OCLC ONLINE COMPUTER LIBRARY CENTER, INC Total:		385.72

Expense Approval Report

Post Dates: 1/4/2022 - 1/18/2022

Description (Payable)	Account Name	Amount
Vendor: 08840 - ONE CALL CONCEPTS, INC		
Fund: 212 - TRANSPORTATION		
CONTRACTUAL	CONTRACTUAL SERVICES	15.37
Fund 212 - TRANSPORTATION Total:		15.37
Fund: 631 - WASTEWATER		
CONTRACTUAL	CONTRACTUAL SERVICES	15.37
Fund 631 - WASTEWATER Total:		15.37
Fund: 641 - WATER		
CONTRACTUAL	CONTRACTUAL SERVICES	15.37
Fund 641 - WATER Total:		15.37
Vendor 08840 - ONE CALL CONCEPTS, INC Total:		46.11
Vendor: 00285 - OREGON TRAIL PLUMBING, HEATING & COOLING INC		
Fund: 111 - GENERAL		
BLDG MAINT-PD	BUILDING MAINTENANCE	742.00
BLDG MAINT-PD	BUILDING MAINTENANCE	742.00
REPAIR BOILER AT 1502 21ST A...	DEPARTMENT SUPPLIES	103.00
Fund 111 - GENERAL Total:		1,587.00
Vendor 00285 - OREGON TRAIL PLUMBING, HEATING & COOLING INC Total:		1,587.00
Vendor: 10312 - OWENS EQUIPMENT LLC		
Fund: 212 - TRANSPORTATION		
PARTS FOR SPREADER	EQUIPMENT MAINTENANCE	628.21
Fund 212 - TRANSPORTATION Total:		628.21
Vendor 10312 - OWENS EQUIPMENT LLC Total:		628.21
Vendor: 00550 - PANHANDLE COOPERATIVE ASSOCIATION		
Fund: 213 - CEMETERY		
FUEL	OTHER FUEL	770.00
Fund 213 - CEMETERY Total:		770.00
Fund: 621 - ENVIRONMENTAL SERVICES		
OTHER FUELS	OTHER FUEL	157.76
FUEL	OTHER FUEL	217.40
Fund 621 - ENVIRONMENTAL SERVICES Total:		375.16
Fund: 631 - WASTEWATER		
FUEL	OTHER FUEL	217.40
Fund 631 - WASTEWATER Total:		217.40
Vendor 00550 - PANHANDLE COOPERATIVE ASSOCIATION Total:		1,362.56
Vendor: 00487 - PANHANDLE ENVIRONMENTAL SERVICES INC		
Fund: 631 - WASTEWATER		
CONTRACTUAL SVC	CONTRACTUAL SERVICES	105.00
Fund 631 - WASTEWATER Total:		105.00
Fund: 641 - WATER		
SAMPLES	SAMPLES	80.00
SAMPLES	SAMPLES	60.00
SAMPLES	SAMPLES	100.00
Fund 641 - WATER Total:		240.00
Vendor 00487 - PANHANDLE ENVIRONMENTAL SERVICES INC Total:		345.00
Vendor: 01276 - PLATTE VALLEY BANK		
Fund: 713 - CASH & INVESTMENT POOL		
HEALTH SAVINGS ACCOUNT	HSA EE PAYABLE	10,068.99
Fund 713 - CASH & INVESTMENT POOL Total:		10,068.99
Vendor 01276 - PLATTE VALLEY BANK Total:		10,068.99
Vendor: 00796 - POWERPLAN		
Fund: 621 - ENVIRONMENTAL SERVICES		
EQUIP MAINT	EQUIPMENT MAINTENANCE	14.03

Post Dates: 1/4/2022 - 1/18/2022

1/12/2022 10:17:07 AM Page 14 of 23

Expense Approval Report

Post Dates: 1/4/2022 - 1/18/2022

Description (Payable)	Account Name	Amount
DEED	LEGAL FEES	10.00
Fund 213 - CEMETERY Total:		236.00
Vendor 00798 - REGISTER OF DEEDS Total:		236.00
Vendor: 04648 - RODNEY HORST		
Fund: 621 - ENVIRONMENTAL SERVICES		
CONTRACTUAL SERVICES	CONTRACTUAL SERVICES	59.50
Fund 621 - ENVIRONMENTAL SERVICES Total:		59.50
Vendor 04648 - RODNEY HORST Total:		59.50
Vendor: 00366 - ROOSEVELT PUBLIC POWER DISTRICT		
Fund: 641 - WATER		
ELECTRIC POWER	ELECTRIC POWER	1,851.14
Fund 641 - WATER Total:		1,851.14
Vendor 00366 - ROOSEVELT PUBLIC POWER DISTRICT Total:		1,851.14
Vendor: 10235 - RUSSEL'S AUTOMOTIVE		
Fund: 111 - GENERAL		
VEH MAINT-PD	VEHICLE MAINTENANCE	41.90
VEH MAINT-PD	VEHICLE MAINTENANCE	41.90
VEH MAINT-PD	VEHICLE MAINTENANCE	74.52
VEH MAINT-PD	VEHICLE MAINTENANCE	41.90
VEH MAINT-PD	VEHICLE MAINTENANCE	41.90
VEH MAINT-PD	VEHICLE MAINTENANCE	41.90
VEH MAINT-PD	VEHICLE MAINTENANCE	41.90
VEH MAINT-PD	VEHICLE MAINTENANCE	73.34
VEH MAINT-PD	VEHICLE MAINTENANCE	41.90
VEH MAINT-PD	VEHICLE MAINTENANCE	62.84
VEH MAINT-PD	VEHICLE MAINTENANCE	153.32
VEH MAINT-PD	VEHICLE MAINTENANCE	31.45
VEH MAINT-PD	VEHICLE MAINTENANCE	31.45
VEH MAINT-PD	VEHICLE MAINTENANCE	31.45
Fund 111 - GENERAL Total:		751.67
Vendor 10235 - RUSSEL'S AUTOMOTIVE Total:		751.67
Vendor: 00026 - S M E C		
Fund: 713 - CASH & INVESTMENT POOL		
EMPLOYEE DEDUCTION	SMEC EE PAYABLE	313.77
Fund 713 - CASH & INVESTMENT POOL Total:		313.77
Vendor 00026 - S M E C Total:		313.77
Vendor: 00257 - SANDBERG IMPLEMENT, INC		
Fund: 111 - GENERAL		
EQUIP MAINT PARK	EQUIPMENT MAINTENANCE	80.96
EQUIP MAINT PARK	EQUIPMENT MAINTENANCE	66.60
EQUIP MAINT PARK	EQUIPMENT MAINTENANCE	143.04
EQUIP MAINT PARK	EQUIPMENT MAINTENANCE	167.20
EQUIP MAINT PARK	EQUIPMENT MAINTENANCE	79.62
EQUIP MAINT PARK	EQUIPMENT MAINTENANCE	201.00
Fund 111 - GENERAL Total:		738.42
Fund: 212 - TRANSPORTATION		
CARBURETOR	EQUIPMENT MAINTENANCE	-15.40
Fund 212 - TRANSPORTATION Total:		-15.40
Vendor 00257 - SANDBERG IMPLEMENT, INC Total:		723.02
Vendor: 09877 - SCB COUNTY MUTUAL AID ASSOC.		
Fund: 111 - GENERAL		
ANNUAL MEMBERSHIP DUES	MEMBERSHIPS	100.00
Fund 111 - GENERAL Total:		100.00
Vendor 09877 - SCB COUNTY MUTUAL AID ASSOC. Total:		100.00

Expense Approval Report

Post Dates: 1/4/2022 - 1/18/2022

Description (Payable)	Account Name	Amount
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: 00503 - SCB TENT & AWNING		
Fund: 621 - ENVIRONMENTAL SERVICES		
CONTRACTUAL SVC	CONTRACTUAL SERVICES	67.00
Fund 621 - ENVIRONMENTAL SERVICES Total:		67.00
Fund: 631 - WASTEWATER		
CONTRACTUAL SVC	CONTRACTUAL SERVICES	67.00
Fund 631 - WASTEWATER Total:		67.00
Vendor 00503 - SCB TENT & AWNING Total:		134.00
Vendor: 00704 - SCOTTSBLUFF MOTOR CO, INC		
Fund: 111 - GENERAL		
VEH MAINT-PD	VEHICLE MAINTENANCE	78.20
VEH MAINT-PD	VEHICLE MAINTENANCE	2,022.36
Fund 111 - GENERAL Total:		2,100.56
Vendor 00704 - SCOTTSBLUFF MOTOR CO, INC Total:		2,100.56
Vendor: 00273 - SCOTTSBLUFF POLICE OFFICERS ASSOCIATION		
Fund: 713 - CASH & INVESTMENT POOL		
POLICE EE DUES	POL UNION DUES EE PAY	975.00
Fund 713 - CASH & INVESTMENT POOL Total:		975.00
Vendor 00273 - SCOTTSBLUFF POLICE OFFICERS ASSOCIATION Total:		975.00
Vendor: 07502 - SHAFFER PUBLICATONS		
Fund: 111 - GENERAL		
Sbscrp.	SUBSCRIPTIONS	2,073.93
Fund 111 - GENERAL Total:		2,073.93
Vendor 07502 - SHAFFER PUBLICATONS Total:		2,073.93
Vendor: 00021 - SIMMONS OLSEN LAW FIRM, P.C.		
Fund: 111 - GENERAL		
CONTRACTUAL-PD	CONTRACTUAL SERVICES	4,167.18
CONTRACTUAL	CONTRACTUAL SERVICES	6,264.61
CONTRACTUAL	CONTRACTUAL SERVICES	810.00
Fund 111 - GENERAL Total:		11,241.79
Fund: 224 - ECONOMIC DEVELOPMENT		
CONTRACTUAL	CONTRACTUAL SERVICES	575.00
CONTRACTUAL	CONTRACTUAL SERVICES	550.00
CONTRACTUAL	CONTRACTUAL SERVICES	202.50
CONTRACTUAL	CONTRACTUAL SERVICES	380.85
CONTRACTUAL	CONTRACTUAL SERVICES	90.00
CONTRACTUAL	CONTRACTUAL SERVICES	70.00
CONTRACTUAL	CONTRACTUAL SERVICES	35.00
CONTRACTUAL	CONTRACTUAL SERVICES	45.00
CONTRACTUAL	CONTRACTUAL SERVICES	1,435.00
CONTRACTUAL	CONTRACTUAL SERVICES	135.00
Fund 224 - ECONOMIC DEVELOPMENT Total:		3,518.35
Vendor 00021 - SIMMONS OLSEN LAW FIRM, P.C. Total:		14,760.14
Vendor: 01031 - SIMON CONTRACTORS		
Fund: 212 - TRANSPORTATION		
SAND FOR ICE SLICER	STREET REPAIR SUPPLIES	218.80
Fund 212 - TRANSPORTATION Total:		218.80
Vendor 01031 - SIMON CONTRACTORS Total:		218.80

Expense Approval Report

Post Dates: 1/4/2022 - 1/18/2022

Description (Payable)	Account Name	Amount
Vendor: 00513 - SNELL SERVICES INC.		
Fund: 631 - WASTEWATER		
BUILDING MAINT	BUILDING MAINTENANCE	2,598.80
Fund 631 - WASTEWATER Total:		2,598.80
Vendor 00513 - SNELL SERVICES INC. Total:		2,598.80
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: 09880 - SOUTHERN UNIFORM EQUIPMENT		
Fund: 111 - GENERAL		
POLO SHIRTS, T-SHIRTS, UNIFO...	UNIFORMS & CLOTHING	246.16
Fund 111 - GENERAL Total:		246.16
Vendor 09880 - SOUTHERN UNIFORM EQUIPMENT Total:		246.16
Vendor: 02275 - STANARD & ASSOCIATES INC.		
Fund: 111 - GENERAL		
POLICE TESTS	RECRUITMENT	101.50
Fund 111 - GENERAL Total:		101.50
Vendor 02275 - STANARD & ASSOCIATES INC. Total:		101.50
Vendor: 09426 - STATE OF WYOMING		
Fund: 111 - GENERAL		
SCHOOLS & CONF-PD	SCHOOL & CONFERENCE	246.00
Fund 111 - GENERAL Total:		246.00
Vendor 09426 - STATE OF WYOMING Total:		246.00
Vendor: 05814 - SUPERIOR SIGNALS, INC		
Fund: 111 - GENERAL		
VEH MAINT PARK	VEHICLE MAINTENANCE	318.83
Fund 111 - GENERAL Total:		318.83
Vendor 05814 - SUPERIOR SIGNALS, INC Total:		318.83
Vendor: 00677 - TERRY D SCOTT		
Fund: 111 - GENERAL		
VEH MAINT PARK	VEHICLE MAINTENANCE	348.29
Fund 111 - GENERAL Total:		348.29
Vendor 00677 - TERRY D SCOTT Total:		348.29
Vendor: 00568 - TWIN CITY AUTO, INC		
Fund: 212 - TRANSPORTATION		
SNOW PLOW OIL	OIL & ANTIFREEZE	124.44
Fund 212 - TRANSPORTATION Total:		124.44
Vendor 00568 - TWIN CITY AUTO, INC Total:		124.44
Vendor: 08821 - TYLER TECHNOLOGIES, INC		
Fund: 621 - ENVIRONMENTAL SERVICES		
UB FEE 10/1/21 - 12/31/21	CONTRACTUAL SERVICES	1,077.92
Fund 621 - ENVIRONMENTAL SERVICES Total:		1,077.92
Fund: 631 - WASTEWATER		
UB FEE 10/1/21 - 12/31/21	CONTRACTUAL SERVICES	1,077.92
Fund 631 - WASTEWATER Total:		1,077.92
Fund: 641 - WATER		
UB FEE 10/1/21 - 12/31/21	CONTRACTUAL SERVICES	1,077.91
Fund 641 - WATER Total:		1,077.91
Vendor 08821 - TYLER TECHNOLOGIES, INC Total:		3,233.75
Vendor: 09865 - UNION BANK & TRUST		
Fund: 713 - CASH & INVESTMENT POOL		
RETIREMENT	REGULAR RETIRE EE PAY	8,947.39

Expense Approval Report

Post Dates: 1/4/2022 - 1/18/2022

Description (Payable)	Account Name	Amount
RETIREMENT	REGULAR RETIRE EE PAY	9,715.75
RETIREMENT	DEFERRED COMP EE PAY	2,520.83
RETIREMENT	DEFERRED COMP EE PAY	1,040.00
RETIREMENT	DEFERRED COMP EE PAY	579.64
RETIREMENT	RETIRE FIRE EE PAYABLE	3,253.26
RETIREMENT	RETIRE FIRE EE PAYABLE	6,176.53
RETIREMENT	RETIRE POLICE EE PAY	7,025.70
RETIREMENT	RETIRE POLICE EE PAY	7,847.06
Fund 713 - CASH & INVESTMENT POOL Total:		47,106.16
Vendor 09865 - UNION BANK & TRUST Total:		47,106.16
Vendor: 04430 - WESTERN TRAVEL TERMINAL, LLC		
Fund: 111 - GENERAL		
VEH MAINT-PD	VEHICLE MAINTENANCE	372.00
Fund 111 - GENERAL Total:		372.00
Fund: 631 - WASTEWATER		
VEHICLE MAINT	VEHICLE MAINTENANCE	9.00
Fund 631 - WASTEWATER Total:		9.00
Fund: 641 - WATER		
VEHICLE MAINT	VEHICLE MAINTENANCE	50.00
Fund 641 - WATER Total:		50.00
Vendor 04430 - WESTERN TRAVEL TERMINAL, LLC Total:		431.00
Vendor: 10221 - WEX BANK		
Fund: 111 - GENERAL		
DECEMBER GASOLINE	GASOLINE	162.21
GASOLINE-PD	GASOLINE	4,627.76
FUEL	GASOLINE	2,952.92
FUEL	OTHER FUEL	672.97
FUEL CREDIT	GASOLINE	-246.98
Fund 111 - GENERAL Total:		8,168.88
Fund: 212 - TRANSPORTATION		
UNLEADED GASOLINE	GASOLINE	1,502.37
UNLEADED GASOLINE	OTHER FUEL	1,862.16
Fund 212 - TRANSPORTATION Total:		3,364.53
Fund: 621 - ENVIRONMENTAL SERVICES		
FUEL	OTHER FUEL	1,021.84
FLEET FUELS	GASOLINE	129.40
FLEET FUELS	OTHER FUEL	6,378.96
FUEL	GASOLINE	35.35
Fund 621 - ENVIRONMENTAL SERVICES Total:		7,565.55
Fund: 631 - WASTEWATER		
FUEL	GASOLINE	35.34
FUEL	GASOLINE	686.52
FUEL	OTHER FUEL	507.03
Fund 631 - WASTEWATER Total:		1,228.89
Fund: 641 - WATER		
FUEL	GASOLINE	1,196.30
Fund 641 - WATER Total:		1,196.30
Fund: 661 - STORMWATER		
FUEL	GASOLINE	40.60
Fund 661 - STORMWATER Total:		40.60
Vendor 10221 - WEX BANK Total:		21,564.75

Expense Approval Report

Post Dates: 1/4/2022 - 1/18/2022

Description (Payable)	Account Name	Amount
Vendor: 09559 - WILSON T RONALD		
Fund: 111 - GENERAL		
SCHOOLS & CONF-PD	SCHOOL & CONFERENCE	280.00
Fund 111 - GENERAL Total:		280.00
Vendor 09559 - WILSON T RONALD Total:		280.00
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	894.00
Fund 713 - CASH & INVESTMENT POOL Total:		894.00
Vendor 02057 - YOUNG MEN'S CHRISTIAN ASSOCIATION OF SCOTTSBLUFF, NE Total:		894.00
Grand Total:		404,679.08

Report Summary

Fund Summary

Fund	Expense Amount	Payment Amount
111 - GENERAL	69,764.67	440.45
212 - TRANSPORTATION	36,613.88	0.00
213 - CEMETERY	2,831.48	0.00
216 - BUSINESS IMPROVEMENT	85.42	0.00
224 - ECONOMIC DEVELOPMENT	24,082.40	0.00
621 - ENVIRONMENTAL SERVICES	86,655.43	0.00
631 - WASTEWATER	8,372.24	0.00
641 - WATER	10,821.75	1,851.14
661 - STORMWATER	2,501.99	0.00
713 - CASH & INVESTMENT POOL	162,318.02	162,318.02
721 - GIS SERVICES	45.00	0.00
812 - HEALTH INSURANCE	586.80	586.80
Grand Total:	404,679.08	165,196.41

Account Summary

Account Number	Account Name	Expense Amount	Payment Amount
111-51261-142	WORKERS COMPENSATI...	2,164.15	0.00
111-51281-142	DISABILITY INSURANCE	440.45	440.45
111-52111-111	DEPARTMENT SUPPLIES	367.16	0.00
111-52111-116	DEPARTMENT SUPPLIES	140.00	0.00
111-52111-141	DEPARTMENT SUPPLIES	710.88	0.00
111-52111-142	DEPARTMENT SUPPLIES	220.09	0.00
111-52111-151	DEPARTMENT SUPPLIES	444.52	0.00
111-52111-171	DEPARTMENT SUPPLIES	715.00	0.00
111-52111-172	DEPARTMENT SUPPLIES	135.92	0.00
111-52121-141	JANITORIAL SUPPLIES	37.85	0.00
111-52121-142	JANITORIAL SUPPLIES	37.84	0.00
111-52121-151	JANITORIAL SUPPLIES	243.98	0.00
111-52181-141	UNIFORMS & CLOTHING	246.16	0.00
111-52181-171	UNIFORMS & CLOTHING	124.00	0.00
111-52222-151	COLLECTIONS	1,044.62	0.00
111-52225-151	SUBSCRIPTIONS	2,325.92	0.00
111-52311-141	MEMBERSHIPS	100.00	0.00
111-52311-142	MEMBERSHIPS	200.00	0.00
111-52411-142	POSTAGE	65.05	0.00
111-52511-141	GASOLINE	-84.77	0.00
111-52511-142	GASOLINE	4,627.76	0.00
111-52511-171	GASOLINE	2,952.92	0.00
111-52521-171	OTHER FUEL	672.97	0.00
111-53111-114	CONTRACTUAL SERVICES	7,074.61	0.00
111-53111-115	CONTRACTUAL SERVICES	39.99	0.00
111-53111-116	CONTRACTUAL SERVICES	2,047.50	0.00
111-53111-142	CONTRACTUAL SERVICES	6,150.13	0.00
111-53111-151	CONTRACTUAL SERVICES	1,309.87	0.00
111-53111-171	CONTRACTUAL SERVICES	3,765.00	0.00
111-53121-112	CONSULTING SERVICES	50.00	0.00
111-53121-142	CONSULTING SERVICES	100.00	0.00
111-53211-142	LEGAL FEES	46.72	0.00
111-53421-111	BUILDING MAINTENANCE	90.00	0.00
111-53421-141	BUILDING MAINTENANCE	766.50	0.00
111-53421-142	BUILDING MAINTENANCE	766.50	0.00
111-53421-151	BUILDING MAINTENANCE	265.00	0.00
111-53441-111	EQUIPMENT MAINTENAN...	10.54	0.00
111-53441-142	EQUIPMENT MAINTENAN...	740.70	0.00
111-53441-151	EQUIPMENT MAINTENAN...	80.00	0.00
111-53441-171	EQUIPMENT MAINTENAN...	1,078.06	0.00
111-53451-142	VEHICLE MAINTENANCE	3,305.59	0.00

Account Summary

Account Number	Account Name	Expense Amount	Payment Amount
111-53451-171	VEHICLE MAINTENANCE	2,643.21	0.00
111-53471-171	GROUNDS MAINTENANCE	218.01	0.00
111-53511-111	ELECTRICITY	357.73	0.00
111-53511-141	ELECTRICITY	748.76	0.00
111-53511-142	ELECTRICITY	804.69	0.00
111-53511-143	ELECTRICITY	225.31	0.00
111-53511-151	ELECTRICITY	1,889.23	0.00
111-53511-171	ELECTRICITY	3,041.42	0.00
111-53511-172	ELECTRICITY	241.40	0.00
111-53551-171	STREET LIGHTS	100.40	0.00
111-53561-111	PHONE & INTERNET	239.81	0.00
111-53561-112	PHONE & INTERNET	71.24	0.00
111-53561-114	PHONE & INTERNET	34.98	0.00
111-53561-115	PHONE & INTERNET	37.98	0.00
111-53561-116	PHONE & INTERNET	160.00	0.00
111-53561-121	PHONE & INTERNET	162.53	0.00
111-53561-141	PHONE & INTERNET	329.27	0.00
111-53561-142	PHONE & INTERNET	1,207.30	0.00
111-53561-151	PHONE & INTERNET	426.47	0.00
111-53561-171	PHONE & INTERNET	252.69	0.00
111-53561-172	PHONE & INTERNET	47.72	0.00
111-53711-142	SCHOOL & CONFERENCE	806.00	0.00
111-53751-114	COMMUNITY DEVELOPM...	9,989.20	0.00
111-53913-112	RECRUITMENT	101.50	0.00
111-54391-171	PATHWAY	8.64	0.00
212-52111-212	DEPARTMENT SUPPLIES	162.82	0.00
212-52171-212	STREET REPAIR SUPPLIES	218.80	0.00
212-52511-212	GASOLINE	1,502.37	0.00
212-52521-212	OTHER FUEL	1,862.16	0.00
212-52531-212	OIL & ANTIFREEZE	124.44	0.00
212-53111-212	CONTRACTUAL SERVICES	217.87	0.00
212-53421-212	BUILDING MAINTENANCE	1,366.00	0.00
212-53441-212	EQUIPMENT MAINTENAN...	635.99	0.00
212-53451-212	VEHICLE MAINTENANCE	188.72	0.00
212-53511-212	ELECTRICITY	759.13	0.00
212-53531-212	ELECTRIC POWER	1,480.69	0.00
212-53551-212	STREET LIGHTS	26,994.11	0.00
212-53561-212	PHONE & INTERNET	1,100.78	0.00
213-51261-213	WORKERS COMPENSATI...	983.22	0.00
213-52111-213	DEPARTMENT SUPPLIES	110.00	0.00
213-52521-213	OTHER FUEL	770.00	0.00
213-52999-213	MISCELLANEOUS	16.00	0.00
213-53111-213	CONTRACTUAL SERVICES	45.00	0.00
213-53211-213	LEGAL FEES	220.00	0.00
213-53511-213	ELECTRICITY	616.02	0.00
213-53561-213	PHONE & INTERNET	71.24	0.00
216-53551-000	STREET LIGHTS	85.42	0.00
224-52111-113	DEPARTMENT SUPPLIES	17.68	0.00
224-53111-113	CONTRACTUAL SERVICES	1,125.00	0.00
224-53111-114	CONTRACTUAL SERVICES	2,595.85	0.00
224-53561-113	PHONE & INTERNET	343.87	0.00
224-59111-114	ECONOMIC DEVELOPME...	20,000.00	0.00
621-52111-621	DEPARTMENT SUPPLIES	22,854.10	0.00
621-52181-621	UNIFORMS & CLOTHING	1,738.00	0.00
621-52511-621	GASOLINE	164.75	0.00
621-52521-621	OTHER FUEL	7,775.96	0.00
621-53111-621	CONTRACTUAL SERVICES	1,916.69	0.00
621-53193-621	DISPOSAL FEES	44,460.22	0.00

Account Summary

Account Number	Account Name	Expense Amount	Payment Amount
621-53431-621	ELECTRICAL MAINTENAN...	1,179.25	0.00
621-53441-621	EQUIPMENT MAINTENAN...	842.11	0.00
621-53451-621	VEHICLE MAINTENANCE	4,979.27	0.00
621-53511-621	ELECTRICITY	640.27	0.00
621-53561-621	PHONE & INTERNET	247.50	0.00
621-53841-621	VEHICLE INSURANCE	-142.69	0.00
631-52111-631	DEPARTMENT SUPPLIES	107.01	0.00
631-52181-631	UNIFORMS & CLOTHING	99.00	0.00
631-52511-631	GASOLINE	721.86	0.00
631-52521-631	OTHER FUEL	724.43	0.00
631-53111-631	CONTRACTUAL SERVICES	2,001.33	0.00
631-53421-631	BUILDING MAINTENANCE	2,598.80	0.00
631-53441-631	EQUIPMENT MAINTENAN...	610.42	0.00
631-53451-631	VEHICLE MAINTENANCE	40.58	0.00
631-53511-631	ELECTRICITY	1,153.02	0.00
631-53531-631	ELECTRIC POWER	87.61	0.00
631-53561-631	PHONE & INTERNET	187.16	0.00
631-53571-631	CELLULAR PHONE	41.02	0.00
641-52111-641	DEPARTMENT SUPPLIES	4,870.45	0.00
641-52117-641	SAMPLES	240.00	0.00
641-52411-641	POSTAGE	50.30	0.00
641-52511-641	GASOLINE	1,196.30	0.00
641-53111-641	CONTRACTUAL SERVICES	1,802.72	0.00
641-53451-641	VEHICLE MAINTENANCE	50.00	0.00
641-53511-641	ELECTRICITY	67.97	0.00
641-53531-641	ELECTRIC POWER	2,257.38	1,851.14
641-53561-641	PHONE & INTERNET	179.43	0.00
641-53571-641	CELLULAR PHONE	41.02	0.00
641-53631-641	RENT-MACHINES	66.18	0.00
661-52511-661	GASOLINE	40.60	0.00
661-53111-661	CONTRACTUAL SERVICES	2,427.50	0.00
661-53561-661	PHONE & INTERNET	33.89	0.00
713-21512	MEDICARE W/H EE PAYAB...	9,328.98	9,328.98
713-21513	FICA W/H EE PAYABLE	34,278.86	34,278.86
713-21514	FED W/H EE PAYABLE	30,613.92	30,613.92
713-21515	STATE W/H EE PAYABLE	23,605.97	23,605.97
713-21517	POL UNION DUES EE PAY	975.00	975.00
713-21518	FIRE UNION DUES EE PAY	300.00	300.00
713-21523	LIFE INS EE PAYABLE	688.17	688.17
713-21524	SMEC EE PAYABLE	313.77	313.77
713-21527	WAGE ATTACHMENT EE ...	277.71	277.71
713-21528	REGULAR RETIRE EE PAY	18,663.14	18,663.14
713-21529	DEFERRED COMP EE PAY	4,140.47	4,140.47
713-21531	RETIRE FIRE EE PAYABLE	9,429.79	9,429.79
713-21533	RETIRE POLICE EE PAY	14,872.76	14,872.76
713-21534	DIS INC INS EE PAYABLE	814.83	814.83
713-21539	CHILD SUPPORT EE PAY	2,291.18	2,291.18
713-21540	YMCA PAY EE	894.00	894.00
713-21541	HSA EE PAYABLE	10,068.99	10,068.99
713-21723	LIFE INS ER PAYABLE	760.48	760.48
721-53561-721	PHONE & INTERNET	45.00	0.00
812-53863-112	FLEXIBLE BENFT EXPENSES	586.80	586.80
Grand Total:		404,679.08	165,196.41

Project Account Summary

Project Account Key	Expense Amount	Payment Amount
None	402,177.09	165,196.41
6002052511	40.60	0.00

Project Account Summary

Project Account Key	Expense Amount	Payment Amount
6002053111	2,427.50	0.00
6002053561	33.89	0.00
Grand Total:	404,679.08	165,196.41

City of Scottsbluff, Nebraska

Tuesday, January 18, 2022

Regular Meeting

Item Fin Rep1

Council to receive the December 2021 Financial Report.

Staff Contact: Liz Loutzenhiser, Finance Director

City of Scottsbluff

FUND EQUITY IN CASH - YEAR TO DATE

FOR THE THREE MONTHS ENDED DECEMBER 31, 2021 AND 2020

Fund	Fund #	DECEMBER 31, 2020 NET CHANGE IN CASH	DECEMBER 31, 2021 NET CHANGE IN CASH	
General	111	\$ (586,520.10)	\$ (142,668.51)	OPERATIONS/PARKS CAPITAL IMPROVEMENTS
Regional Library	211	487.84	(402.55)	
Transportation	212	(818,742.02)	(2,257,200.23)	BOND PMT (42ND ST), AVE B MILL & OVERLAY, TRANSFER TO CENTRAL GARAGE
Cemetery	213	144,112.78	49,227.46	TRANSFER IN FROM CEMETERY PERP
Cemetery Perp Care	214	(143,286.62)	(68,627.26)	TRANSFER OUT TO CEMETERY OPERATING
Special Projects	215	(268,229.35)	(35,914.74)	RBOT REMITTED TO MALL OWNER
Business Improvement	216	(279.78)	(6,926.98)	
Public Safety	218	(74,451.52)	(10,342.86)	
Scb Industrial Sites	219	263.86	(519.38)	
Keno	223	(33,357.87)	1,849.65	
Economic Development	224	(297,105.93)	(641,412.13)	LB840 LOANS & GRANTS
Mutual Fire Organization	225	29,903.03	(8,311.34)	
Debt Service	311	(647,676.56)	180,774.12	
TIF	321	(113,967.28)	(2,603.94)	
CDBG	411	253.59	(235.23)	
Leasing Corporation	412	57.70	(51.19)	
Capital Projects	511	2,619.50	15,680.16	
Environmental Services	621	(114,329.75)	(141,111.95)	TRANSFER TO CENTRAL GARAGE TO COVER DEFICIT
Wastewater	631	(501,485.77)	71,785.70	
Water	641	298,223.06	72,898.03	
Electric	651	11,820.97	(10,956.02)	
Stormwater	661	(23,128.97)	(48,917.50)	BOND PAYMENT (42ND STR)
GIS	721	(6,636.19)	(4,638.20)	ANNUAL SOFTWARE SUPPORT
Central Garage	725	63,475.76	474,934.05	TRANSFER IN FROM ENVIRO SVC AND STREETS
Unemployment Comp	811	543.31	(506.15)	
Health Insurance	812	197,596.25	141,105.18	
TOTAL		\$ (2,879,840.06)	\$ (2,373,091.81)	

City of Scottsbluff

Fund Equity in Cash
December 31, 2021

Fund	Fund #	2 YRS PRIOR December 31, 2019	PRIOR YEAR December 31, 2020	PRIOR MONTH November 30, 2021	CURRENT MONTH December 31, 2021	MONTHLY CHANGE IN CASH	
General	111	\$ 7,379,905.43	\$ 8,070,984.71	\$ 7,778,541.60	\$ 7,802,540.61	\$ 23,999.01	
Regional Library	211	52,863.91	56,530.59	59,413.88	58,961.91	(451.97)	
Transportation	212	2,761,080.43	3,097,094.91	2,603,294.24	1,530,519.50	(1,072,774.74)	Ave B Mill & Overlay, transfer \$237,500 to Central Garage to cover fund deficit
Cemetery	213	116,948.34	263,572.74	222,087.31	294,056.73	71,969.42	1st half budgeted transfer in from Cemetery Perpetual Fund
Cemetery Perp Care	214	672,997.75	631,072.76	635,443.05	557,689.40	(77,753.65)	1st half budgeted transfer out to Cemetery Operating Fund
Special Projects	215	1,257,383.56	817,207.05	1,957,005.40	1,962,143.06	5,137.66	
Business Improvement	216	239,809.63	270,977.99	295,468.79	290,727.14	(4,741.65)	
Public Safety	218	452,961.18	326,202.63	346,298.93	343,295.11	(3,003.82)	
Scb Industrial Sites	219	70,740.95	71,339.16	71,810.37	71,231.26	(579.11)	
Keno	223	165,230.84	140,975.51	180,988.12	192,884.12	11,896.00	
Economic Development	224	4,617,747.88	2,714,782.01	1,584,958.40	1,478,157.83	(106,800.57)	LB840 Loans & Grants
Mutual Fire Organization	225	390,736.08	462,060.75	485,425.56	481,991.40	(3,434.16)	
Debt Service	311	3,024,651.96	2,627,683.43	3,705,747.85	3,844,730.85	138,983.00	
TIF	321	202,095.69	206,383.64	207,844.62	205,041.27	(2,803.35)	
CDBG	411	31,900.63	32,464.62	32,599.96	32,337.61	(262.35)	
Leasing Corporation	412	6,956.55	7,066.79	7,093.37	7,036.28	(57.09)	
Capital Projects	511	94,101.83	106,477.02	98,354.41	101,111.35	2,756.94	
Environmental Services	621	2,658,132.33	3,110,359.63	3,334,914.92	3,135,970.36	(198,944.56)	Transfer of \$237,500 to Central Garage to cover fund deficit
Wastewater	631	2,671,266.45	2,714,481.65	2,697,278.67	2,697,697.34	418.67	
Water	641	2,535,192.87	3,455,018.60	4,474,052.75	4,320,171.99	(153,880.76)	
Electric	651	1,486,995.36	1,513,284.96	1,523,280.53	1,511,057.39	(12,223.14)	
Stormwater	661	549,447.97	591,592.30	578,867.46	614,928.00	36,060.54	
GIS	721	107,849.30	115,786.65	70,449.62	89,941.07	19,491.45	
Central Garage	725	(445,707.81)	(460,543.80)	(476,518.75)	(1,518.75)	475,000.00	transfer in from Enviro Services and Streets fund to cover deficit
Unemployment Comp	811	69,398.86	69,906.15	70,367.88	69,803.20	(564.68)	
Health Insurance	812	2,266,924.54	2,863,395.37	3,473,772.00	3,451,991.04	(21,780.96)	
TOTAL		\$ 33,437,612.51	\$ 33,876,157.82	\$ 36,018,840.94	\$ 35,144,497.07	\$ (874,343.87)	



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

	2019-2020 YTD Activity	2020-2021 YTD Activity	2021-2022 Budget	December 2021-2022 MTD Activity	2021-2022 YTD Activity	2021-2022 Budget Remaining	% Budget Remaining
<u>111 - GENERAL</u>							
400 - Taxes	1,411,287.82	1,477,388.83	5,621,600.00	466,170.87	1,546,966.91	4,074,633.09	72 %
412 - Intergovernmental	28,324.70	23,553.89	172,138.00	24,953.49	32,709.49	139,428.51	81 %
420 - Charges for Services	82,815.23	100,239.43	461,850.00	23,435.25	83,992.30	377,857.70	82 %
460 - Investment Income	28,001.12	14,147.58	10,000.00	4,765.51	11,173.24	(1,173.24)	-12 %
470 - Miscellaneous Revenues	36,895.32	10,421.23	33,660.00	5,482.42	30,369.16	3,290.84	10 %
480 - Other Financing Uses	814,156.91	857,973.44	2,900,000.00	217,186.94	764,667.48	2,135,332.52	74 %
111 - GENERAL Totals:	2,401,481.10	2,483,724.40	9,199,248.00	741,994.48	2,469,878.58	0.00	73 %
<u>211 - REGIONAL LIBRARY</u>							
460 - Investment Income	203.41	99.05	100.00	36.01	85.43	14.57	15 %
470 - Miscellaneous Revenues	179.55	36.05	200.00	0.00	0.00	200.00	100 %
211 - REGIONAL LIBRARY Totals:	382.96	135.10	300.00	36.01	85.43	0.00	72 %
<u>212 - TRANSPORTATION</u>							
400 - Taxes	321,793.23	241,541.81	1,148,493.00	49,195.31	202,203.83	946,289.17	82 %
412 - Intergovernmental	475,303.47	536,307.37	2,066,550.90	150,831.18	472,411.08	1,594,139.82	77 %
420 - Charges for Services	4,017.50	0.00	36,792.00	0.00	3,282.50	33,509.50	91 %
460 - Investment Income	11,239.67	5,545.39	6,000.00	934.79	3,173.28	2,826.72	47 %
470 - Miscellaneous Revenues	37,544.40	219.60	0.00	211.80	635.90	(635.90)	0 %
480 - Other Financing Uses	18,520.98	0.00	0.00	0.00	0.00	0.00	0 %
212 - TRANSPORTATION Totals:	868,419.25	783,614.17	3,257,835.90	201,173.08	681,706.59	0.00	79 %
<u>213 - CEMETERY</u>							
420 - Charges for Services	8,650.00	18,400.00	45,000.00	6,350.00	17,150.00	27,850.00	62 %
460 - Investment Income	316.69	279.99	500.00	179.60	365.51	134.49	27 %
470 - Miscellaneous Revenues	10,800.00	13,113.39	39,000.00	8,550.00	26,500.00	12,500.00	32 %
480 - Other Financing Uses	70,000.00	175,000.00	150,000.00	75,000.00	75,000.00	75,000.00	50 %
213 - CEMETERY Totals:	89,766.69	206,793.38	234,500.00	90,079.60	119,015.51	0.00	49 %
<u>214 - CEMETARY PERPETUAL CARE</u>							
400 - Taxes	18,464.17	18,128.08	65,000.00	853.28	3,851.84	61,148.16	94 %

	2019-2020 YTD Activity	2020-2021 YTD Activity	2021-2022 Budget	December 2021-2022 MTD Activity	2021-2022 YTD Activity	2021-2022 Budget Remaining	% Budget Remaining
420 - Charges for Services	4,000.00	7,400.00	17,000.00	3,000.00	8,600.00	8,400.00	49 %
460 - Investment Income	2,729.72	1,281.91	1,500.00	340.62	868.45	631.55	42 %
214 - CEMETARY PERPETUAL CARE Totals:	25,193.89	26,809.99	83,500.00	4,193.90	13,320.29	0.00	84 %
<u>215 - SPECIAL PROJECTS</u>							
400 - Taxes	25,455.30	23,040.98	85,000.00	10,055.49	26,715.79	58,284.21	69 %
412 - Intergovernmental	6,001.04	8,977.87	1,288,117.00	1,259.82	10,483.40	1,277,633.60	99 %
450 - Contributions & Donations	0.00	25.00	0.00	3,000.00	3,245.00	(3,245.00)	0 %
460 - Investment Income	3,578.37	1,656.57	1,000.00	1,198.41	2,838.28	(1,838.28)	-184 %
470 - Miscellaneous Revenues	1,085,839.66	140,000.00	500,000.00	0.00	0.00	500,000.00	100 %
215 - SPECIAL PROJECTS Totals:	1,120,874.37	173,700.42	1,874,117.00	15,513.72	43,282.47	0.00	98 %
<u>216 - BUSINESS IMPROVEMENT</u>							
400 - Taxes	133.88	5,138.53	54,300.00	1,821.33	5,203.00	49,097.00	90 %
460 - Investment Income	963.80	479.66	500.00	177.57	423.41	76.59	15 %
216 - BUSINESS IMPROVEMENT Totals:	1,097.68	5,618.19	54,800.00	1,998.90	5,626.41	0.00	90 %
<u>218 - PUBLIC SAFETY</u>							
400 - Taxes	24,071.79	23,633.67	216,000.00	4,260.87	19,331.21	196,668.79	91 %
412 - Intergovernmental	3,568.09	1,374.12	0.00	0.00	3,500.00	(3,500.00)	0 %
460 - Investment Income	1,639.82	572.55	500.00	209.67	497.44	2.56	1 %
470 - Miscellaneous Revenues	118,981.67	0.00	0.00	0.00	0.00	0.00	0 %
218 - PUBLIC SAFETY Totals:	148,261.37	25,580.34	216,500.00	4,470.54	23,328.65	0.00	89 %
<u>219 - INDUSTRIAL SITES</u>							
460 - Investment Income	271.36	125.36	200.00	43.51	103.24	96.76	48 %
219 - INDUSTRIAL SITES Totals:	271.36	125.36	200.00	43.51	103.24	0.00	48 %
<u>223 - KENO</u>							
460 - Investment Income	650.35	237.58	500.00	117.81	269.75	230.25	46 %
470 - Miscellaneous Revenues	16,787.06	15,509.88	66,200.00	13,444.44	19,226.93	46,973.07	71 %
223 - KENO Totals:	17,437.41	15,747.46	66,700.00	13,562.25	19,496.68	0.00	71 %
<u>224 - ECONOMIC DEVELOPMENT</u>							
400 - Taxes	296,071.36	280,377.43	1,016,000.00	95,896.31	289,980.07	726,019.93	71 %
460 - Investment Income	17,397.67	4,384.63	5,000.00	902.81	2,324.85	2,675.15	54 %

	2019-2020 YTD Activity	2020-2021 YTD Activity	2021-2022 Budget	December 2021-2022 MTD Activity	2021-2022 YTD Activity	2021-2022 Budget Remaining	% Budget Remaining
470 - Miscellaneous Revenues	82,070.01	252,719.08	569,784.00	40,702.31	100,963.26	468,820.74	82 %
224 - ECONOMIC DEVELOPMENT Totals:	395,539.04	537,481.14	1,590,784.00	137,501.43	393,268.18	0.00	75 %
<u>225 - MUTUAL FIRE</u>							
412 - Intergovernmental	3,145.00	0.00	0.00	0.00	0.00	0.00	0 %
460 - Investment Income	1,448.87	800.56	500.00	294.38	699.42	(199.42)	-40 %
470 - Miscellaneous Revenues	52,848.00	52,848.00	105,696.00	0.00	0.00	105,696.00	100 %
225 - MUTUAL FIRE Totals:	57,441.87	53,648.56	106,196.00	294.38	699.42	0.00	99 %
<u>311 - DEBT SERVICE</u>							
400 - Taxes	52,891.98	53,205.30	1,049,115.00	4,627.09	43,337.22	1,005,777.78	96 %
460 - Investment Income	12,416.00	4,997.86	10,000.00	2,348.22	5,429.21	4,570.79	46 %
470 - Miscellaneous Revenues	18,204.35	17,621.94	96,640.00	160,321.71	160,321.71	(63,681.71)	-66 %
480 - Other Financing Uses	0.00	0.00	1,000,000.00	0.00	0.00	1,000,000.00	100 %
311 - DEBT SERVICE Totals:	83,512.33	75,825.10	2,155,755.00	167,297.02	209,088.14	0.00	90 %
<u>321 - TIF PROJECTS</u>							
400 - Taxes	0.00	84,555.70	479,324.00	0.00	112,794.06	366,529.94	76 %
460 - Investment Income	775.66	361.48	500.00	125.23	324.64	175.36	35 %
480 - Other Financing Uses	0.00	0.00	0.00	0.00	125,000.00	(125,000.00)	0 %
321 - TIF PROJECTS Totals:	775.66	84,917.18	479,824.00	125.23	238,118.70	0.00	50 %
<u>411 - CDBG</u>							
412 - Intergovernmental	0.00	0.00	732,500.00	0.00	0.00	732,500.00	100 %
460 - Investment Income	122.87	56.90	100.00	19.75	46.87	53.13	53 %
411 - CDBG Totals:	122.87	56.90	732,600.00	19.75	46.87	0.00	100 %
<u>412 - LEASE CORPORATION</u>							
460 - Investment Income	26.79	14.95	10.00	4.30	10.20	(0.20)	-2 %
480 - Other Financing Uses	682,350.67	742,017.29	0.00	0.00	0.00	0.00	0 %
412 - LEASE CORPORATION Totals:	682,377.46	742,032.24	10.00	4.30	10.20	0.00	-2 %
<u>511 - CAPITAL PROJECTS FUND</u>							
400 - Taxes	6,838.59	6,714.12	159,000.00	3,625.48	16,467.90	142,532.10	90 %
460 - Investment Income	357.32	184.20	100.00	61.76	142.56	(42.56)	-43 %
511 - CAPITAL PROJECTS FUND Totals:	7,195.91	6,898.32	159,100.00	3,687.24	16,610.46	0.00	90 %
<u>621 - ENVIRONMENTAL SERVICES</u>							

	2019-2020 YTD Activity	2020-2021 YTD Activity	2021-2022 Budget	December 2021-2022 MTD Activity	2021-2022 YTD Activity	2021-2022 Budget Remaining	% Budget Remaining
420 - Charges for Services	750,301.22	773,517.56	3,182,055.00	272,236.24	805,329.72	2,376,725.28	75 %
460 - Investment Income	10,034.41	5,376.88	5,000.00	1,915.34	4,670.00	330.00	7 %
480 - Other Financing Uses	2,984.95	0.00	0.00	0.00	0.00	0.00	0 %
621 - ENVIRONMENTAL SERVICES Totals:	763,320.58	778,894.44	3,187,055.00	274,151.58	809,999.72	0.00	75 %
<u>631 - WASTEWATER</u>							
420 - Charges for Services	666,992.04	695,681.36	2,725,209.00	218,681.80	698,542.33	2,026,666.67	74 %
440 - Rents	0.00	746.00	0.00	0.00	0.00	0.00	0 %
460 - Investment Income	10,455.04	5,107.99	5,000.00	1,647.66	3,873.84	1,126.16	23 %
470 - Miscellaneous Revenues	0.00	0.00	0.00	1,790.00	1,790.00	(1,790.00)	0 %
480 - Other Financing Uses	11,235.18	0.00	0.00	0.00	0.00	0.00	0 %
631 - WASTEWATER Totals:	688,682.26	701,535.35	2,730,209.00	222,119.46	704,206.17	0.00	74 %
<u>641 - WATER</u>							
420 - Charges for Services	548,835.36	644,373.07	1,986,183.84	156,053.91	637,487.47	1,348,696.37	68 %
440 - Rents	13,173.35	10,388.00	41,903.00	3,670.60	10,983.14	30,919.86	74 %
460 - Investment Income	9,802.94	5,900.07	5,000.00	2,638.61	6,321.64	(1,321.64)	-26 %
470 - Miscellaneous Revenues	11,089.12	7,582.82	5,000.00	2,306.36	6,814.44	(1,814.44)	-36 %
641 - WATER Totals:	582,900.77	668,243.96	2,038,086.84	164,669.48	661,606.69	0.00	68 %
<u>651 - ELECTRIC</u>							
460 - Investment Income	5,727.17	2,652.50	5,000.00	922.90	2,190.02	2,809.98	56 %
470 - Miscellaneous Revenues	725,656.91	769,473.44	2,900,000.00	217,186.94	764,667.48	2,135,332.52	74 %
651 - ELECTRIC Totals:	731,384.08	772,125.94	2,905,000.00	218,109.84	766,857.50	0.00	74 %
<u>661 - STORMWATER</u>							
420 - Charges for Services	26,216.70	30,749.52	134,400.00	10,093.38	30,904.98	103,495.02	77 %
460 - Investment Income	2,124.42	994.31	1,000.00	375.58	858.16	141.84	14 %
470 - Miscellaneous Revenues	12,750.00	6,000.00	12,000.00	0.00	6,000.00	6,000.00	50 %
480 - Other Financing Uses	25,000.00	25,000.00	50,000.00	25,000.00	25,000.00	25,000.00	50 %
661 - STORMWATER Totals:	66,091.12	62,743.83	197,400.00	35,468.96	62,763.14	0.00	68 %
<u>713 - CASH & INVESTMENT POOL</u>							
460 - Investment Income	0.00	0.00	0.00	(0.03)	(0.03)	0.03	0 %
470 - Miscellaneous Revenues	9.89	26.04	0.00	10.00	(3.55)	3.55	0 %
713 - CASH & INVESTMENT POOL Totals:	9.89	26.04	0.00	9.97	(3.58)	0.00	0 %

	2019-2020 YTD Activity	2020-2021 YTD Activity	2021-2022 Budget	December 2021-2022 MTD Activity	2021-2022 YTD Activity	2021-2022 Budget Remaining	% Budget Remaining
<u>721 - GIS SERVICES</u>							
460 - Investment Income	337.83	184.49	300.00	54.93	114.60	185.40	62 %
480 - Other Financing Uses	52,787.50	25,000.00	50,000.00	25,000.00	25,000.00	25,000.00	50 %
721 - GIS SERVICES Totals:	53,125.33	25,184.49	50,300.00	25,054.93	25,114.60	0.00	50 %
<u>725 - CENTRAL GARAGE</u>							
420 - Charges for Services	28,092.33	42,049.67	0.00	0.00	0.00	0.00	0 %
480 - Other Financing Uses	0.00	95,000.00	475,000.00	475,000.00	475,000.00	0.00	0 %
725 - CENTRAL GARAGE Totals:	28,092.33	137,049.67	475,000.00	475,000.00	475,000.00	0.00	0 %
<u>811 - UNEMPLOYMENT COMP</u>							
460 - Investment Income	267.29	122.53	250.00	42.63	101.16	148.84	60 %
811 - UNEMPLOYMENT COMP Totals:	267.29	122.53	250.00	42.63	101.16	0.00	60 %
<u>812 - HEALTH INSURANCE</u>							
460 - Investment Income	9,177.20	4,900.03	5,000.00	2,108.35	4,989.53	10.47	0 %
470 - Miscellaneous Revenues	528,945.38	557,946.12	2,581,000.00	207,435.46	616,565.98	1,964,434.02	76 %
812 - HEALTH INSURANCE Totals:	538,122.58	562,846.15	2,586,000.00	209,543.81	621,555.51	0.00	76 %



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

	2019-2020 YTD Activity	2020-2021 YTD Activity	2021-2022 Budget	December 2021-2022 MTD Activity	2021-2022 YTD Activity	2021-2022 Budget Remaining	% Budget Remaining
<u>111 - GENERAL</u>							
500 - Personnel	1,771,365.99	1,895,488.70	7,346,146.07	515,088.82	1,644,180.51	5,701,965.56	78 %
503 - Supplies	67,008.17	65,675.24	490,500.00	69,327.87	109,844.88	380,655.12	78 %
504 - Contract Services	594,670.21	473,015.69	2,318,099.00	89,371.95	508,811.78	1,809,287.22	78 %
550 - Capital Outlay	0.00	562,537.17	1,560,000.00	27,293.37	39,071.37	1,520,928.63	97 %
570 - Other Financing Uses	0.00	25,000.00	250,000.00	0.00	0.00	250,000.00	100 %
111 - GENERAL Totals:	2,433,044.37	3,021,716.80	11,964,745.07	701,082.01	2,301,908.54	0.00	81 %
<u>211 - REGIONAL LIBRARY</u>							
503 - Supplies	0.00	0.00	3,500.00	0.00	0.00	3,500.00	100 %
504 - Contract Services	0.00	0.00	3,000.00	0.00	0.00	3,000.00	100 %
550 - Capital Outlay	0.00	0.00	49,617.00	0.00	0.00	49,617.00	100 %
211 - REGIONAL LIBRARY Totals:	0.00	0.00	56,117.00	0.00	0.00	0.00	100 %
<u>212 - TRANSPORTATION</u>							
500 - Personnel	254,691.04	274,859.91	1,118,985.03	84,299.02	273,000.74	845,984.29	76 %
503 - Supplies	21,636.79	40,231.36	324,150.00	24,035.69	32,471.26	291,678.74	90 %
504 - Contract Services	186,918.71	163,977.20	923,545.00	32,384.66	158,799.65	764,745.35	83 %
550 - Capital Outlay	0.00	219,810.00	542,500.00	859,298.47	1,232,128.32	(689,628.32)	-127 %
560 - Debt Service	826,423.28	847,713.60	827,181.56	0.00	805,265.70	21,915.86	3 %
570 - Other Financing Uses	27,837.50	52,250.00	450,000.00	243,750.00	243,750.00	206,250.00	46 %
212 - TRANSPORTATION Totals:	1,317,507.32	1,598,842.07	4,186,361.59	1,243,767.84	2,745,415.67	0.00	34 %
<u>213 - CEMETERY</u>							
500 - Personnel	40,797.81	45,132.97	229,642.29	15,862.96	50,874.59	178,767.70	78 %
503 - Supplies	3,036.45	1,443.08	30,650.00	925.44	2,141.26	28,508.74	93 %
504 - Contract Services	6,624.62	5,725.82	31,115.00	583.97	7,177.34	23,937.66	77 %
550 - Capital Outlay	0.00	0.00	25,000.00	0.00	0.00	25,000.00	100 %
213 - CEMETERY Totals:	50,458.88	52,301.87	316,407.29	17,372.37	60,193.19	0.00	81 %
<u>214 - CEMETARY PERPETUAL CARE</u>							
570 - Other Financing Uses	70,000.00	175,000.00	150,000.00	75,000.00	75,000.00	75,000.00	50 %
214 - CEMETARY PERPETUAL CARE Totals:	70,000.00	175,000.00	150,000.00	75,000.00	75,000.00	0.00	50 %
<u>215 - SPECIAL PROJECTS</u>							

	2019-2020 YTD Activity	2020-2021 YTD Activity	2021-2022 Budget	December 2021-2022 MTD Activity	2021-2022 YTD Activity	2021-2022 Budget Remaining	% Budget Remaining
500 - Personnel	6,001.04	5,477.87	0.00	1,259.82	10,483.40	(10,483.40)	0 %
503 - Supplies	10,057.86	167,311.33	550,000.00	545.37	545.37	549,454.63	100 %
504 - Contract Services	112.50	0.00	2,656,234.00	0.00	0.00	2,656,234.00	100 %
550 - Capital Outlay	0.00	114,037.08	250,000.00	0.00	0.00	250,000.00	100 %
215 - SPECIAL PROJECTS Totals:	16,171.40	286,826.28	3,456,234.00	1,805.19	11,028.77	0.00	100 %
<u>216 - BUSINESS IMPROVEMENT</u>							
500 - Personnel	13,884.97	1,783.82	10,000.00	2,008.59	2,008.59	7,991.41	80 %
503 - Supplies	0.00	0.00	10,000.00	0.00	0.00	10,000.00	100 %
504 - Contract Services	4,261.39	3,047.12	62,500.00	2,380.94	3,969.28	58,530.72	94 %
550 - Capital Outlay	0.00	0.00	150,000.00	0.00	0.00	150,000.00	100 %
216 - BUSINESS IMPROVEMENT Totals:	18,146.36	4,830.94	232,500.00	4,389.53	5,977.87	0.00	97 %
<u>218 - PUBLIC SAFETY</u>							
503 - Supplies	9,961.70	3,911.49	14,500.00	1,352.63	3,751.58	10,748.42	74 %
504 - Contract Services	83,441.94	82,418.00	55,000.00	0.00	5,282.22	49,717.78	90 %
550 - Capital Outlay	32,005.97	7,644.77	110,000.00	2,558.33	2,558.33	107,441.67	98 %
570 - Other Financing Uses	0.00	0.00	150,000.00	0.00	0.00	150,000.00	100 %
218 - PUBLIC SAFETY Totals:	125,409.61	93,974.26	329,500.00	3,910.96	11,592.13	0.00	96 %
<u>219 - INDUSTRIAL SITES</u>							
504 - Contract Services	0.00	297.00	66,500.00	0.00	0.00	66,500.00	100 %
219 - INDUSTRIAL SITES Totals:	0.00	297.00	66,500.00	0.00	0.00	0.00	100 %
<u>223 - KENO</u>							
503 - Supplies	1,679.57	1,683.00	13,500.00	0.00	0.00	13,500.00	100 %
504 - Contract Services	5,068.15	303.00	31,500.00	55.00	6,055.00	25,445.00	81 %
550 - Capital Outlay	9,050.00	0.00	35,000.00	0.00	0.00	35,000.00	100 %
223 - KENO Totals:	15,797.72	1,986.00	80,000.00	55.00	6,055.00	0.00	92 %
<u>224 - ECONOMIC DEVELOPMENT</u>							
500 - Personnel	27,130.74	34,742.66	214,341.15	15,703.82	39,582.88	174,758.27	82 %
503 - Supplies	442.52	6,764.49	4,250.00	586.66	600.13	3,649.87	86 %
504 - Contract Services	18,886.86	17,823.10	3,629,686.00	203,482.83	810,531.24	2,819,154.76	78 %
224 - ECONOMIC DEVELOPMENT Totals:	46,460.12	59,330.25	3,848,277.15	219,773.31	850,714.25	0.00	78 %

	2019-2020 YTD Activity	2020-2021 YTD Activity	2021-2022 Budget	December 2021-2022 MTD Activity	2021-2022 YTD Activity	2021-2022 Budget Remaining	% Budget Remaining
<u>225 - MUTUAL FIRE</u>							
503 - Supplies	3,165.00	26,721.74	31,000.00	0.00	0.00	31,000.00	100 %
504 - Contract Services	0.00	0.00	5,500.00	0.00	5,282.22	217.78	4 %
570 - Other Financing Uses	0.00	0.00	100,000.00	0.00	0.00	100,000.00	100 %
225 - MUTUAL FIRE Totals:	3,165.00	26,721.74	136,500.00	0.00	5,282.22	0.00	96 %
<u>311 - DEBT SERVICE</u>							
504 - Contract Services	0.00	0.00	8,000.00	0.00	0.00	8,000.00	100 %
570 - Other Financing Uses	682,350.67	742,017.29	3,500,000.00	0.00	0.00	3,500,000.00	100 %
311 - DEBT SERVICE Totals:	682,350.67	742,017.29	3,508,000.00	0.00	0.00	0.00	100 %
<u>321 - TIF PROJECTS</u>							
503 - Supplies	0.00	0.00	0.00	0.00	125,000.00	(125,000.00)	0 %
560 - Debt Service	0.00	0.00	479,324.00	0.00	112,794.06	366,529.94	76 %
321 - TIF PROJECTS Totals:	0.00	0.00	479,324.00	0.00	237,794.06	0.00	50 %
<u>411 - CDBG</u>							
504 - Contract Services	0.00	0.00	732,500.00	0.00	0.00	732,500.00	100 %
411 - CDBG Totals:	0.00	0.00	732,500.00	0.00	0.00	0.00	100 %
<u>412 - LEASE CORPORATION</u>							
560 - Debt Service	682,350.67	742,017.29	0.00	0.00	0.00	0.00	0 %
412 - LEASE CORPORATION Totals:	682,350.67	742,017.29	0.00	0.00	0.00	0.00	0 %
<u>511 - CAPITAL PROJECTS FUND</u>							
550 - Capital Outlay	0.00	0.00	170,000.00	0.00	0.00	170,000.00	100 %
511 - CAPITAL PROJECTS FUND Totals:	0.00	0.00	170,000.00	0.00	0.00	0.00	100 %
<u>621 - ENVIRONMENTAL SERVICES</u>							
500 - Personnel	303,352.02	318,754.13	1,272,653.37	98,238.73	317,156.43	955,496.94	75 %
503 - Supplies	23,344.61	25,796.43	198,000.00	9,361.20	47,217.18	150,782.82	76 %
504 - Contract Services	179,973.97	199,548.60	901,090.00	83,525.91	223,197.02	677,892.98	75 %
550 - Capital Outlay	22,835.00	0.00	2,590,000.00	0.00	0.00	2,590,000.00	100 %
570 - Other Financing Uses	27,000.00	54,500.00	237,500.00	237,500.00	237,500.00	0.00	0 %
621 - ENVIRONMENTAL SERVICES Totals:	556,505.60	598,599.16	5,199,243.37	428,625.84	825,070.63	0.00	84 %

	2019-2020 YTD Activity	2020-2021 YTD Activity	2021-2022 Budget	December 2021-2022 MTD Activity	2021-2022 YTD Activity	2021-2022 Budget Remaining	% Budget Remaining
<u>631 - WASTEWATER</u>							
500 - Personnel	225,898.16	257,414.44	1,129,561.28	87,331.07	263,662.76	865,898.52	77 %
503 - Supplies	13,552.41	13,349.95	138,546.00	4,542.96	9,714.05	128,831.95	93 %
504 - Contract Services	154,831.33	161,422.08	673,438.00	42,996.30	178,038.33	495,399.67	74 %
550 - Capital Outlay	13,333.00	447,615.00	1,378,000.00	0.00	37,099.40	1,340,900.60	97 %
560 - Debt Service	168,979.30	168,979.33	67,144.00	33,571.97	33,571.97	33,572.03	50 %
570 - Other Financing Uses	71,225.00	66,375.00	668,750.00	170,534.60	170,534.60	498,215.40	74 %
631 - WASTEWATER Totals:	647,819.20	1,115,155.80	4,055,439.28	338,976.90	692,621.11	0.00	83 %
<u>641 - WATER</u>							
500 - Personnel	201,432.83	204,142.12	884,761.16	69,708.31	216,370.30	668,390.86	76 %
503 - Supplies	84,208.82	31,704.78	327,000.00	13,061.40	27,442.69	299,557.31	92 %
504 - Contract Services	119,061.85	103,250.26	427,956.00	28,258.69	108,371.24	319,584.76	75 %
550 - Capital Outlay	31,650.00	5,895.00	870,000.00	0.00	0.00	870,000.00	100 %
570 - Other Financing Uses	40,225.00	35,375.00	618,750.00	9,375.00	9,375.00	609,375.00	98 %
641 - WATER Totals:	476,578.50	380,367.16	3,128,467.16	120,403.40	361,559.23	0.00	88 %
<u>651 - ELECTRIC</u>							
570 - Other Financing Uses	725,656.91	769,473.44	2,900,000.00	217,186.94	764,667.48	2,135,332.52	74 %
651 - ELECTRIC Totals:	725,656.91	769,473.44	2,900,000.00	217,186.94	764,667.48	0.00	74 %
<u>661 - STORMWATER</u>							
503 - Supplies	348.44	336.60	14,570.00	150.00	3,093.16	11,476.84	79 %
504 - Contract Services	14,413.19	14,243.40	97,711.00	2,969.42	14,010.74	83,700.26	86 %
550 - Capital Outlay	12,750.00	0.00	130,000.00	0.00	0.00	130,000.00	100 %
560 - Debt Service	74,710.47	75,789.95	78,710.94	0.00	75,921.80	2,789.14	4 %
570 - Other Financing Uses	0.00	0.00	250,000.00	0.00	0.00	250,000.00	100 %
661 - STORMWATER Totals:	102,222.10	90,369.95	570,991.94	3,119.42	93,025.70	0.00	84 %
<u>721 - GIS SERVICES</u>							
500 - Personnel	17,052.42	13,248.78	55,975.76	4,416.65	13,288.25	42,687.51	76 %
503 - Supplies	0.00	2,824.89	3,300.00	0.00	0.00	3,300.00	100 %
504 - Contract Services	10,116.95	15,347.15	26,925.00	204.16	15,304.73	11,620.27	43 %
721 - GIS SERVICES Totals:	27,169.37	31,420.82	86,200.76	4,620.81	28,592.98	0.00	67 %
<u>725 - CENTRAL GARAGE</u>							

	2019-2020 YTD Activity	2020-2021 YTD Activity	2021-2022 Budget	December 2021-2022 MTD Activity	2021-2022 YTD Activity	2021-2022 Budget Remaining	% Budget Remaining
500 - Personnel	39,759.74	42,083.58	0.00	0.00	0.00	0.00	0 %
503 - Supplies	5,071.81	7,882.57	0.00	0.00	0.00	0.00	0 %
504 - Contract Services	16,153.33	15,106.01	0.00	0.00	0.00	0.00	0 %
725 - CENTRAL GARAGE Totals:	60,984.88	65,072.16	0.00	0.00	0.00	0.00	0 %
 <u>811 - UNEMPLOYMENT COMP</u>							
504 - Contract Services	35.12	0.00	60,000.00	0.00	0.00	60,000.00	100 %
811 - UNEMPLOYMENT COMP Totals:	35.12	0.00	60,000.00	0.00	0.00	0.00	100 %
 <u>812 - HEALTH INSURANCE</u>							
504 - Contract Services	785,125.05	360,248.19	2,161,390.00	208,627.64	457,753.20	1,703,636.80	79 %
812 - HEALTH INSURANCE Totals:	785,125.05	360,248.19	2,161,390.00	208,627.64	457,753.20	0.00	79 %



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

	2019-2020 YTD Activity	2020-2021 YTD Activity	2021-2022 Budget	December 2021-2022 MTD Activity	2021-2022 YTD Activity	2021-2022 Budget Remaining	% Budget Remaining
111 - GENERAL							
111 - FINANCE							
500 - Personnel	31,901.41	29,880.63	147,246.12	9,722.69	28,565.12	118,681.00	81 %
503 - Supplies	2,781.81	1,169.49	13,350.00	844.45	2,269.17	11,080.83	83 %
504 - Contract Services	40,368.33	32,690.42	70,143.00	425.49	36,229.65	33,913.35	48 %
550 - Capital Outlay	0.00	0.00	0.00	2,500.00	2,500.00	(2,500.00)	0 %
111 - FINANCE Totals:	75,051.55	63,740.54	230,739.12	13,492.63	69,563.94	161,175.18	70 %
112 - PERSONNEL							
500 - Personnel	4,392.77	4,526.67	17,788.75	1,371.22	4,111.81	13,676.94	77 %
503 - Supplies	720.85	618.18	2,250.00	233.52	233.52	2,016.48	90 %
504 - Contract Services	1,360.55	5,321.46	26,700.00	810.65	6,177.01	20,522.99	77 %
112 - PERSONNEL Totals:	6,474.17	10,466.31	46,738.75	2,415.39	10,522.34	36,216.41	77 %
113 - COUNCIL							
500 - Personnel	5,680.50	5,680.50	21,100.00	1,623.00	4,869.00	16,231.00	77 %
503 - Supplies	1,563.00	1,741.82	2,500.00	0.00	1,704.00	796.00	32 %
504 - Contract Services	420.00	320.00	5,500.00	15.00	663.00	4,837.00	88 %
570 - Other Financing Uses	0.00	0.00	250,000.00	0.00	0.00	250,000.00	100 %
113 - COUNCIL Totals:	7,663.50	7,742.32	279,100.00	1,638.00	7,236.00	271,864.00	97 %
114 - CITY MANAGER							
500 - Personnel	6,456.97	5,618.24	21,696.37	1,572.71	4,825.23	16,871.14	78 %
503 - Supplies	13,705.78	11,866.99	71,000.00	5,305.32	17,011.92	53,988.08	76 %
504 - Contract Services	49,916.62	19,845.34	700,125.00	18,711.54	25,051.91	675,073.09	96 %
114 - CITY MANAGER Totals:	70,079.37	37,330.57	792,821.37	25,589.57	46,889.06	745,932.31	94 %
115 - CITY CLERK							
500 - Personnel	3,164.93	3,400.96	14,180.57	1,119.20	3,335.73	10,844.84	76 %
503 - Supplies	243.39	109.98	1,000.00	13.49	257.47	742.53	74 %
504 - Contract Services	2,355.80	267.71	11,800.00	932.55	1,681.93	10,118.07	86 %
115 - CITY CLERK Totals:	5,764.12	3,778.65	26,980.57	2,065.24	5,275.13	21,705.44	80 %
116 - MIS							
503 - Supplies	0.00	278.63	40,000.00	79.97	239.97	39,760.03	99 %

	2019-2020 YTD Activity	2020-2021 YTD Activity	2021-2022 Budget	December 2021-2022 MTD Activity	2021-2022 YTD Activity	2021-2022 Budget Remaining	% Budget Remaining
504 - Contract Services	5,754.25	9,835.75	72,000.00	3,380.50	8,078.00	63,922.00	89 %
550 - Capital Outlay	0.00	0.00	30,000.00	0.00	0.00	30,000.00	100 %
116 - MIS Totals:	5,754.25	10,114.38	142,000.00	3,460.47	8,317.97	133,682.03	94 %
121 - DEVELOPMENT SERVICES							
500 - Personnel	47,550.01	54,278.07	259,552.84	18,526.00	56,168.08	203,384.76	78 %
503 - Supplies	243.47	2,131.70	8,100.00	165.39	250.62	7,849.38	97 %
504 - Contract Services	24,532.89	31,874.95	77,867.00	210.95	36,517.28	41,349.72	53 %
550 - Capital Outlay	0.00	0.00	30,000.00	5,095.00	5,095.00	24,905.00	83 %
121 - DEVELOPMENT SERVICES Totals:	72,326.37	88,284.72	375,519.84	23,997.34	98,030.98	277,488.86	74 %
141 - FIRE							
500 - Personnel	433,900.05	497,089.25	1,699,987.44	127,116.30	412,425.40	1,287,562.04	76 %
503 - Supplies	8,416.74	11,794.32	45,200.00	2,817.91	7,327.73	37,872.27	84 %
504 - Contract Services	33,855.87	37,798.22	89,096.00	7,295.95	41,792.30	47,303.70	53 %
570 - Other Financing Uses	0.00	2,500.00	0.00	0.00	0.00	0.00	0 %
141 - FIRE Totals:	476,172.66	549,181.79	1,834,283.44	137,230.16	461,545.43	1,372,738.01	75 %
142 - POLICE							
500 - Personnel	912,776.18	981,864.54	3,721,094.20	266,663.98	851,760.17	2,869,334.03	77 %
503 - Supplies	18,351.56	14,110.25	116,350.00	7,014.84	14,031.98	102,318.02	88 %
504 - Contract Services	125,217.43	130,859.87	375,621.00	20,842.19	129,299.77	246,321.23	66 %
570 - Other Financing Uses	0.00	12,500.00	0.00	0.00	0.00	0.00	0 %
142 - POLICE Totals:	1,056,345.17	1,139,334.66	4,213,065.20	294,521.01	995,091.92	3,217,973.28	76 %
143 - EMERGENCY MANAGEMENT							
500 - Personnel	23,311.32	0.00	0.00	0.00	0.00	0.00	0 %
503 - Supplies	993.35	0.00	5,000.00	0.00	0.00	5,000.00	100 %
504 - Contract Services	2,115.24	6,480.39	29,500.00	225.40	7,916.47	21,583.53	73 %
143 - EMERGENCY MANAGEMENT Totals:	26,419.91	6,480.39	34,500.00	225.40	7,916.47	26,583.53	77 %
151 - LIBRARY							
500 - Personnel	139,452.56	126,310.68	544,722.93	34,380.29	111,617.51	433,105.42	80 %
503 - Supplies	7,899.74	14,943.43	82,300.00	3,580.23	11,619.93	70,680.07	86 %
504 - Contract Services	37,408.40	40,145.09	135,694.00	5,017.41	39,254.81	96,439.19	71 %
151 - LIBRARY Totals:	184,760.70	181,399.20	762,716.93	42,977.93	162,492.25	600,224.68	79 %

	2019-2020 YTD Activity	2020-2021 YTD Activity	2021-2022 Budget	December 2021-2022 MTD Activity	2021-2022 YTD Activity	2021-2022 Budget Remaining	% Budget Remaining
171 - PARKS							
500 - Personnel	161,335.89	180,194.18	810,996.09	52,993.43	157,982.18	653,013.91	81 %
503 - Supplies	11,065.48	5,746.45	62,150.00	48,508.97	54,134.79	8,015.21	13 %
504 - Contract Services	84,901.95	73,708.63	320,683.00	31,222.95	94,634.05	226,048.95	70 %
550 - Capital Outlay	0.00	562,537.17	1,500,000.00	19,698.37	31,476.37	1,468,523.63	98 %
570 - Other Financing Uses	0.00	10,000.00	0.00	0.00	0.00	0.00	0 %
171 - PARKS Totals:	257,303.32	832,186.43	2,693,829.09	152,423.72	338,227.39	2,355,601.70	87 %
172 - RECREATION							
500 - Personnel	1,443.40	6,644.98	87,780.76	0.00	8,520.28	79,260.48	90 %
503 - Supplies	1,023.00	1,164.00	41,300.00	763.78	763.78	40,536.22	98 %
504 - Contract Services	186,462.88	83,867.86	403,370.00	281.37	81,515.60	321,854.40	80 %
172 - RECREATION Totals:	188,929.28	91,676.84	532,450.76	1,045.15	90,799.66	441,651.10	83 %
111 - GENERAL Totals:	2,433,044.37	3,021,716.80	11,964,745.07	701,082.01	2,301,908.54	0.00	81 %
<u>211 - REGIONAL LIBRARY</u>							
151 - LIBRARY							
503 - Supplies	0.00	0.00	3,500.00	0.00	0.00	3,500.00	100 %
504 - Contract Services	0.00	0.00	3,000.00	0.00	0.00	3,000.00	100 %
550 - Capital Outlay	0.00	0.00	49,617.00	0.00	0.00	49,617.00	100 %
151 - LIBRARY Totals:	0.00	0.00	56,117.00	0.00	0.00	56,117.00	100 %
211 - REGIONAL LIBRARY Totals:	0.00	0.00	56,117.00	0.00	0.00	0.00	100 %
<u>212 - TRANSPORTATION</u>							
111 - FINANCE							
500 - Personnel	7,852.83	8,232.21	33,245.06	3,043.35	9,172.40	24,072.66	72 %
111 - FINANCE Totals:	7,852.83	8,232.21	33,245.06	3,043.35	9,172.40	24,072.66	72 %
112 - PERSONNEL							
500 - Personnel	2,928.46	3,017.80	11,831.36	914.16	2,741.19	9,090.17	77 %
112 - PERSONNEL Totals:	2,928.46	3,017.80	11,831.36	914.16	2,741.19	9,090.17	77 %
114 - CITY MANAGER							
500 - Personnel	4,304.75	4,914.22	21,696.17	1,572.71	4,825.23	16,870.94	78 %
114 - CITY MANAGER Totals:	4,304.75	4,914.22	21,696.17	1,572.71	4,825.23	16,870.94	78 %

City of Scottsbluff, Nebraska

Tuesday, January 18, 2022

Regular Meeting

Item Resolut.1

Council to consider the second reading of the Ordinance for the Rezone of Lot 2A, Block 8, East Portal Addition from C-3 Heavy Commercial to R-4 Heavy Density Multiple Family.

Staff Contact: Zachary Glaubius, Planning Administrator

ORDINANCE NO. _____

AN ORDINANCE DEALING WITH ZONING, AMENDING SECTION 25-1-4 BY UPDATING THE OFFICIAL ZONING DISTRICT MAP TO SHOW THAT LOT 2A, BLOCK 8, EAST PORTAL ADDITION, IN SCOTTS BLUFF COUNTY, NEBRASKA CURRENTLY ZONED AS HEAVY COMMERCIAL (C-3), WILL NOW BE INCLUDED IN R-4 HEAVY DENSITY MULTIPLE FAMILY, REPEALING PRIOR SECTION 25-1-4, PROVIDING FOR AN EFFECTIVE DATE AND PROVIDING FOR PUBLICATION IN PAMPHLET FORM.

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

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

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

This is to certify that this is the official zoning district map described in §25-1-4 of the Scottsbluff Municipal Code, passed this ____ day of _____, 2022.”

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

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

PASSED AND APPROVED on _____, 2022.

Mayor

ATTEST:

City Clerk (Seal)

Approved as to form:

City Attorney

City of Scottsbluff, Nebraska

Tuesday, January 18, 2022

Regular Meeting

Item Resolut.2

Council to consider the second reading of the Ordinance Change regarding buffer yard requirements in the City of Scottsbluff zoning jurisdiction.

Staff Contact: Zachary Glaubius, Planning Administrator

ORDINANCE NO. _____

AN ORDINANCE OF THE CITY OF SCOTTSBLUFF, NEBRASKA, AMENDING CHAPTER 25, ARTICLE 22, SECTION 6 OF THE SCOTTSBLUF MUNICIPAL CODE REGARDING PROVISIONS FOR A BUFFERYARD, 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 25-22-6 of the Scottsbluff Municipal Code is now revised and amended to read as follows:

“25-22-6. Bufferyard Provisions.

(A) Applications. These provisions apply when use is established in a more intensive zoning district which is adjacent to a less intensive zoning district. The owner, developer, or operator of the property in the more intensive zoning district shall install and maintain a 20-foot deep landscaped bufferyard on his or her lot or site. Bufferyards are not required on a single-family, duplex, or townhouse use types in the more intensive zoning district.

(B) Landscaping in the bufferyard. Each required bufferyard shall be landscaped. Each bufferyard shall be landscaped with a minimum of one tree for each 500 square feet of bufferyard area. The majority of trees shall be evergreens. Each bufferyard shall be free of paved areas, accessways, and storage sites. Required trees must be planted in a manner to form a screen.

(C) If a 6 foot solid wood or PVC fence or masonry wall is incorporated into the designs, the bufferyard may be reduced by 10 feet. The finished side of fencing will face the abutting property.

(D) If a street or public alley separates adjacent zoning districts requiring a bufferyard, no bufferyard is required. Applicable setback and landscaping requirements will still apply in these cases.”

Section 2. Previously existing 25-22-6 of the Scottsbluff Municipal Code is amended 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 3. This Ordinance shall become effective upon its passage, approval as provided by law, and publication shall be in pamphlet form.

PASSED and APPROVED on _____, 2022.

Mayor

Attest:

City Clerk (Seal)

Approved as to Form:

City Attorney

City of Scottsbluff, Nebraska

Tuesday, January 18, 2022

Regular Meeting

Item Resolut.3

Council to consider the third reading of the Ordinance regarding zoning district R-1 Single Family to add special permit use for Livestock-Horses for certain lots.

Staff Contact: Zachary Glaubius, Planning Administrator

ORDINANCE NO. _____

AN ORDINANCE OF THE CITY OF SCOTTSBLUFF, NEBRASKA, AMENDING CHAPTER 25, ARTICLE 3, SECTION 2 OF THE SCOTTSBLUFF MUNICIPAL CODE DEALING WITH ZONING DISTRICT R-1 SINGLE FAMILY ADDING A SPECIAL PERMIT USE FOR LIVESTOCK-HORSES FOR CERTAIN LOTS, PROVIDING AN EFFECTIVE DATE AND PROVIDING FOR PUBLICATION IN PAMPHLET FORM.

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

Section 1. Section 25-3-2 of the Municipal Code is revised and amended to provide as follows:

“25-3-2. R-1 Single Family.

Intent: The intent of the R-1 Single Family Zone is to:

- 1. Provide for low density residential areas where the predominant uses are single family detached houses.
- 2. Protect these areas from incompatible uses.

Principle Permitted Uses.

- 1. Church
- 2. Colleges
- 3. Community Center
- 4. Family child care home
- 5. Fire station
- 6. Home Occupations in accordance with Article 8
- 7. Municipal Uses
- 8. Parks (public) including campgrounds
- 9. Public utility lines & substations
- 10. Rooming/boarding house with no more than two (2) guests
- 11. Single family detached dwelling units
- 12. School
- 13. Water wells

Special Permit Uses.

- 1. Cemeteries
- 2. Cluster housing
- 3. College dormitories
- 4. Condominium
- 5. Hospital
- 6. Library
- 7. Public utility facilities
- 8. Temporary building or contractor's storage and construction yard, incidental to the construction of a residential development or a real estate sales office to be used in marketing lots in a new subdivision, may be permitted if such a building or structure complies with all height and area requirements for the zone in which it is located.
- 9. Townhouses (single family attached) dwelling units
- 10. Two-family dwellings
- 11. Utility plants
- 12. Water storage
- 13. Livestock-Horses and other livestock used solely for non-business recreation of occupier are permissible on lots comprising two (2) acres or more, in the quantity of one (1) animal per each whole acre. Shelters for such animals shall be situated not less than fifty (50) feet from the property line and not less than fifty (50) feet from a residence on another lot or tract.

Performance Standards.

- 1. Area & bulk regulations.

Use	Minimum Lot Size (sq.ft.)	Minimum Lot Width (ft.)	Maximum Coverage (%)	Maximum # Dwelling Units	Front (ft.)	Rear (ft.)	Setbacks Interior (ft.)	Side Street (ft.)	Area Min (ft.)	Floor Height (sq.ft.)	(ft.)
Single											
Family	12,000	100	40	1	A	20	5	15	1200	35	
Accessory Building						3	2	15	900	1 story	
Garage						3	2	15	900	18	

- A. If buildings have been built on lots which comprise more than twenty-five (25) percent of the front footage of any block, no building or structure may be built or structurally altered which projects beyond the average front yard setback already established.

If the only building is one on an adjoining lot, the minimum front yard setback shall be the greater of twenty-five (25) feet or the setback of such building.

If buildings have been built on lots which comprise twenty-five (25) or less percent of the front footage of any block, the minimum front yard setback shall be twenty-five (25) feet.

No front yard setback shall exceed fifty (50) feet.

2. Accessory building; detached

- A. A detached accessory building must be located:

- (1) to the rear of the main building,
- (2) at least ten (10) feet from the main building, or a distance of at least five (5) feet from the main dwelling building if the interior wall of the accessory building adjacent to the main building complies with the International 1&2 Family Dwelling Section 309.2, which has been adopted by this Municipal Code, provided a detached accessory building constructed prior to June 26, 1974, to the rear of and at a distance not less than five (5) feet from the main building shall not be deemed to be in violation of this requirement;
- (3) at least three (3) feet from the rear lot line if the lot line is a common lot line abutting a lot, and the entry point from alley shall be no closer than five (5) feet from the property line; and
- (4) at least two (2) feet from the interior side lot line; provided, this requirement shall not apply where the interior side lot lines is over which the main building extends. If the lot abuts a side street, an accessory building must comply with the setback requirements applicable to the lot or tract of land upon which the main building is located. Setbacks shall be measured from the nearest eve of the building or buildings.

- B. An existing reversed corner lot, a detached accessory building or garage may project into the side yard nearest the rear lot line if it does not extend beyond the front yard setback of the main structure, and if entrance to the garage is from the side street the garage must be set back from the side street property line a distance of not less than twenty (20) feet. (Ord. 3985, 2009)

- C. A detached garage may be located in the side yard if the following requirements are met:

- (1) The garage must meet the performance guidelines in the residential zone.
- (2) The garage must observe the same front yard setbacks required for the main structure.
- (3) Garages shall not be placed over easements.
- (4) Lot coverage will meet requirements in the zoning district.”

Section 2. Prior Section 25-3-2 is now repealed and replaced by this revised Section.

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

PASSED AND APPROVED on _____, 2022.

Mayor

Attest:

City Clerk

(Seal)

Approved as to Form:

City of Scottsbluff, Nebraska

Tuesday, January 18, 2022

Regular Meeting

Item Resolut.4

Council to consider the third reading of the General Revision Ordinance of the Scottsbluff Municipal Code.

Staff Contact: Zachary Glaubius, Planning Administrator

ORDINANCE NO. _____

**AN ORDINANCE OF THE CITY OF SCOTTSBLUFF, NEBRASKA
RECODIFYING THE GENERAL ORDINANCES OF THE CITY, GENERALLY
REVISING THE SCOTTSBLUFF MUNICIPAL CODE, REPEALING PRIOR
ORDINANCES IN CONFLICT HERewith, PROVIDING FOR AN EFFECTIVE DATE
AND PROVIDING FOR PUBLICATION IN PAMPHLET FORM.**

Section 1. The City Council of the City of Scottsbluff, Nebraska has authorized a general compilation, revision and codification of all ordinances of the City of Scottsbluff of a general and permanent nature including the Scottsbluff Municipal Code into a book of ordinances in book form and to be published in pamphlet form. It is necessary to provide for the usual daily operation of the City of Scottsbluff and for the immediate preservation of the public peace, health, safety and general welfare of the City of Scottsbluff that this Ordinance take effect as soon as passed by the City Council.

Section 2. The General Ordinances of the City of Scottsbluff as revised, amended, restated, codified and compiled in book form and published in pamphlet form are hereby adopted as and shall constitute the Scottsbluff Municipal Code.

Section 3. The Scottsbluff Municipal Code as adopted shall consist of the following titles:

Chapter 1: Aircraft

Chapter 2: Animals

Chapter 3: Bicycles, skates and skateboards

Chapter 4: Building and Construction

Chapter 5: Cemeteries

Chapter 6: City Government

Chapter 7: Elections

Chapter 8: Fire

Chapter 9: Health

Chapter 10: Library

Chapter 11: Licenses, Occupation Taxes, Regulations

Chapter 12: Nuisances

Chapter 13: Offenses

Chapter 14: Ordinances

Chapter 15: Parks and Recreation

Chapter 16: Police

Chapter 17: Public Transportation

Chapter 18: Sewers

Chapter 19: Solid Waste

Chapter 20: Streets, Alleys and Sidewalks

Chapter 21: Subdivisions

Chapter 22: Traffic

Chapter 23: water

Chapter 24: Storm Water

Chapter 25: Zoning

Section 4. All prior ordinances pertaining to the subjects treated in the Scottsbluff Municipal Code shall be deemed repealed from and after the effective date of this Ordinance except as they are including and re-ordained in the Scottsbluff Municipal Code as adopted; provided, such repeal shall not affect any offense committed or penalty incurred or any right established prior to the effective date of this Ordinance, nor shall such repeal affect the provisions of ordinances levying taxes, appropriating money, annexing or detaching territory, establishing franchises, or granting special rights to certain persons, authorizing public improvements, authorizing the issuance of bonds or borrowing of money, authorizing the purchase or sale of real or personal property, granting or accepting easements, plat or dedication of land to public use, vacating or setting the boundaries of streets or other public places; nor shall such repeal affect any other ordinance of a temporary or special nature or pertaining to subjects not contained in or covered by the Scottsbluff Municipal Code.

Section 5. The Scottsbluff Municipal Code shall be deemed published as of the day of its adoption and approval by the City Council. The Clerk of the City of Scottsbluff is authorized and ordered to file a copy of the Scottsbluff Municipal Code in the office of the Clerk and the Clerk is further ordered that publication shall be in pamphlet form.

Section 6. The Scottsbluff Municipal Code shall be in full force and effect as provided in Section 7, and the Scottsbluff Municipal Code shall be presumptive evidence in all courts and places of the Ordinance and all provisions, sections, penalties and regulations therein contained and of the date of passage, and that the same is properly signed, attested, recorded, and approved and that any notices thereof as required by law have been given.

Section 7. This Ordinance shall become effective upon its passage, approval and shall not be construed to affect any causes of action, civil or criminal, existing or actions pending at the time this Ordinance becomes effective, publication shall be in pamphlet form.

PASSED AND APPROVED on _____, 2022.

Attest:

Mayor

City Clerk (Seal)

Approved as to form:

City Attorney

City of Scottsbluff, Nebraska

Tuesday, January 18, 2022

Regular Meeting

Item Reports1

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

Staff Contact: Zachary Glaubius, Planning Administrator

Agenda Statement

Item No.

For Meeting of: January 18, 2022

AGENDA TITLE: Council to discuss and consider action on City of Scottsbluff Façade Improvement Grants

SUBMITTED BY DEPARTMENT/ORGANIZATION: Department of Development Services

PRESENTATION BY: Zachary Glaubius, Planning Administrator

SUMMARY EXPLANATION: Seeking approval for 10 Façade Grants:

Angela Philbrick State Farm Insurance - \$10,000 grant request for building addition, landscaping, and painting at 2202 Broadway
Midwest Theater - \$10,000 grant request for marquee restoration and sidewalk replacement at 1707 Broadway
Midwest Theater - \$10,000 grant request for stucco repair, painting, and sidewalk replacement at 1705 Broadway
Elks Lodge - \$8,400 grant request for removal and replacement of grant and to remove and replace fabric awning at 1614 1st Avenue
E&H Certified Public Accountants and Management - \$10,000 grant request to install LED lighting and replace canopy signage at 2021 Broadway
Amila's Decorations - \$4,300 grant request to remove and replace doors, windows, and paint at 615 E. Overland
Studio B - \$4,781.32 grant request to remove and replace upper windows at 1715 Broadway
Paradise Car Wash - \$10,000 grant request to remove and replace glass panels at 611 W. 27th Street
Paradise Pumpers - \$4,968 grant request to paint, add signage, and add security lighting at 2718 Avenue G
McCaslin Properties, LLC - \$10,000 grant request to replace canopy and mansard roofing, pain, and replace storefront at 1719 Broadway

BOARD/COMMISSION/STAFF RECOMMENDATION: Positive recommendation for approval by the Community Redevelopment Authority at the 1-12-2022 regular meeting.

Does this item require the expenditure of funds?

_____yes **x**no

Are funds budgeted?

_____yes **x**no

If no, comments:

Estimated Amount

Amount Budgeted

Department

Account Description

Approval of funds available

City Finance Director

Rev: 12/14/ City Clerk

EXHIBITS

Resolution ☐

Ordinance ☐

Contract ☐

Minutes ☐

Plan/Map ☐

Other (specify) Applications and Slideshow

NOTIFICATION LIST: Yes ☐ No ☐ Further Instructions ☐

Please list names and addresses required for notification.

APPROVAL FOR SUBMITTAL: _____

City Manager

Rev: 12/14/ City Clerk

Façade Improvement Program Application

Project Information

1. Applicant Name: Angela Philbrick State Farm Insurance
Applicant Address: 2202 Broadway Scottsbluff
Telephone No.: 631-6625 E-Mail Address: Angela@angelaphilbrick.com
Property Owner (if different than applicant): _____
2. Project Site Address: 2202 Broadway Scottsbluff
3. Is the Project Site Currently Occupied? ☒ Yes ☐ No
4. Land Use of Project Site (Circle one):
Restaurant Retail ☒ Service
Other (Please specify): Insurance
5. Nature of Business (if applicable): _____
6. Proposed Project: Describe in detail; attach plans and specifications:
Putting addition on building - adding handicap ramp
Painting entire building
Relandscape
Pour new parking lot in back of building
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)	Addition handicap ramp Painting exterior	62,340 7,950.00
Other (describe)	Landscape	\$2,000
	new parking lot in back	\$5,000
Total		77,290.00
Grant Funds Requested*		\$10,000

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

*Grant funds requested must not exceed 1/2 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): Clement Construction
 Address: 2M Absolute Painting
 Phone No.: _____

10. Project Construction Schedule (estimated):

Start Date	<u>3-1-22</u>
Completion Date	<u>5-1-22</u>

***ALL WORK MUST BE COMPLETED AND RECEIPTS SUBMITTED TO THE CITY NO LATER THAN SEPTEMBER 10, 2021.**

To be completed by Staff:

Zoning of Property C-1

Square footage of building _____

130141 County Rd. A
Mitchell, Ne 69357

absolute
painting

Date		
8/11/2021		
Name / Address		
Angela Philbrick 2020 Broadway Scottsbluff, Ne 69361		
Project		
Ext. Repaint		
Material	Description	Total
Included	Garage - scrape, application of one coat of Sherwin Williams oil based primer and two coats of Sherwin Williams latex paint to all siding, soffit, and fascia.	1,450.00
Included	Office Building - scrape, application of one coat of Sherwin Williams masonry primer and two coats of Sherwin Williams paint to all stucco surfaces	6,500.00
Total		\$7,950.00

zmpainting@yahoo.com
308.672.3708



1061 Rundell Rd.

Gering, NE 69341

Proposal -Wednesday, November 10, 2021

Project: 16' x 24' Office addition @ 2202 Broadway, Scottsbluff, NE 69361

Scope of Work: Per your request, we propose to furnish the necessary **materials & labor** needed to complete the above referenced project according to our walk through the proposed bid work to include the following objectives:

- Lay out / dig hole for addition
- Form & pour footings
- Pour ICF basement walls
- Install 12" TJI and subfloor
- Frame exterior walls (2 Anderson windows included)
- Frame interior walls (1 office and 1 conference room)
- Frame & finish roof with metal panels to match existing
- Relocate electrical service
- Insulate addition
- Tyvek & stucco exterior to match existing
- Installation of new flooring
- Cut through entry into existing building
- Trim & millwork around doors, windows, & openings

Total Labor & Materials: \$62,340.00

(Sixty Two Thousand Three Hundred Forty Dollars & No Cents)

Breakdown of interior / exterior costs:

Stucco - \$8,250.00

Roof metal - \$4,139.00

Windows - \$2,700.00

Soffit & fascia - \$2,350.00

Exclusions

This quote does not include the following:

- Provisions for warranties beyond manufacturer's standard warranties
- Construction Utilities
- Electrical
- Plumbing
- HVAC
- Flooring
- Performance Bond (this can be provided at a cost of \$30 per \$1,000.00)

Payment to be made as follows: Monthly based upon labor and material provided. With the balance due upon completion

All material is guaranteed to be as specified. All work to be completed in a workmanlike manner according to local codes. Any alteration or deviation from above specifications involving extra costs will be executed only upon written orders and will become an extra charge over and above the estimate. All agreements are contingent upon strikes, accidents, or delays beyond our control. We are fully insured with general liability, and our workers are fully covered by Workmen's Compensation Insurance.

Authorized Signature: Michael Clement

Note: This proposal may be withdrawn by us if not accepted within 10 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. Payment will be made as outlines above.

Date of Acceptance: _____ **Signature:** _____



1061 Rundell Rd.

Gering, NE 69341

Wednesday, November 10, 2021

Trent & Angela Philbrick
90100 28th Ave
Scottsbluff, NE 69361

RE: Addition to State Farm office

Trent & Angela;

Thank you for the opportunity to quote the remodel work for **your Office**. We understand in choosing a contractor, there are many considerations including price, past performance, and staffing ability. Clement Construction's management/ownership team has a vast array of experience in the construction industry, specifically targeted towards the light commercial as well as the residential market segment. We look forward to working with you.

Please note that prices are very unpredictable right now and we have only 1 week of guaranteed pricing. There is room to move around with the products and costs, what we have priced here is good quality products at a good price. If you have any questions do not hesitate to contact me!

Thank you for your business!

Sincerely,

Michael Clement

Façade Improvement Program Application

Project Information

1. Applicant Name: McCaslin Properties, LLC
Applicant Address: 2180 Sentinel Circle; Gering, NE 69341
Telephone No.: 308-672-1719 E-Mail Address: bradm@mccaslinconsulting.com
Property Owner (if different than applicant): _____

2. Project Site Address: 1719 Broadway

3. Is the Project Site Currently Occupied? Yes ☐ No ☒ Lease is in process

4. Land Use of Project Site (Circle one):
Restaurant ☐ Retail ☒ Service ☐
Other (Please specify): _____

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

6. Proposed Project: Describe in detail; attach plans and specifications:
Replace Canopy and mansard roofing. Paint exterior brick. Replace Storefront.

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: Scottsbluff Downtown Revitalization

Amount: 1 - \$10,000; 2 - \$4,890

Date: 2012

8. Estimated Project Costs:

Exterior Improvements (describe)

\$ 50,000 ~~26~~ \$21,806
26

Other (describe)

Total

\$ 50,000 ~~26~~ 21,806
\$ 10,000 26

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): McCaslin Consulting, Inc.

Address: 2180 Sentinel Circle; Gering, NE 69341

Phone No.: 308-672-1719

10. Project Construction Schedule (estimated):

Start Date 12/1/2021

Completion Date 5/1/2022

* For applications submitted on or prior to July 14, 2021, all work must be completed and receipts must be submitted to the City for reimbursement by September 10, 2021.

*For applications submitted after July 14, 2021, all work must be completed and receipts must be submitted to the City for reimbursement by December 31, 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 _____

Proposal

Twin City Roofing & Sheet Metal, Inc.

P O Box 812, Scottsbluff, NE 69363-0812

925 East Country Club Rd, Gering, NE 69341

Phone: 308-632-4534

Fax: 308-632-2977

www.twincityroofinginc.com/MRTERRY_TCR@hotmail.com

September 10, 2021

Reference #: 4583-107

Due Date: 9/20/2021

Brad Mccaslin
3309 Blue Bell Court
Scottsbluff, NE 69361

Job Name:

Treehouse Building Broadway

We Hereby Submit Specifications And Estimates For:

We propose to complete the following

Top Mansard Roof

1. Remove existing metal tile roofing & salvage for owner
2. Install 24 gauge standing seam metal panels
3. Install sheet metal trims & cap flashing & seal back side to roof
4. Provide final clean up
\$4,820.00

1. Remove existing awning & dispose
2. Install new general louvered awning black 2 sections 12ft for total 24ft length
3. Install black wall to awning braces
4. Provide final clean up
\$16,986.00

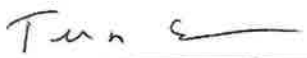
Total

\$0.00

DUE TO RAPID PRICE INCREASES, BID PRICE GOOD FOR ONLY 10 DAYS

All material is guaranteed to be as specified. All work to be completed in a professional manner according to standard practices. Any alteration or deviation from above specifications involving extra costs will be executed only upon written orders and will become an extra charge over and above the estimate. All agreements contingent upon delays beyond our control. Purchaser agrees to pay all costs of collection, including attorney's fees. This proposal may be withdrawn by us if not accepted by the above due date.

Authorized
Signature



Acceptance
Signature

Bradley T McCaslin

Digitally signed by Bradley T McCaslin
DN: cn=US,
e=bradm@mcacaslinconsulting.com,
o=McCaslin Consulting, Inc.,
cn=Bradley T McCaslin
Date: 2021.11.18 14:30:24-0700

Date

Façade Improvement Program Application

Project Information

1. Applicant Name: Paradise Pumpers
Applicant Address: 2718 Ave G
Telephone No.: 635-9274 E-Mail Address: Brozekw@yahoo.com
Property Owner (if different than applicant): Wayne Brozek

2. Project Site Address: 2718 Ave G

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 of Business (if applicable): Septic tank Pumping & Porta Potties

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

Paint Building, add signage, Security lighting

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: N/A

Amount: N/A

Date: N/A

8. Estimated Project Costs:

Exterior Improvements (describe)

\$ 9,937⁰⁰

Other (describe)

Total

\$ 9,937⁰⁰

Grant Funds Requested*

\$ 9,968⁰⁰

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

*Grant funds requested must not exceed 1/2 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 12/13/21

Completion Date 2/15/22

***ALL WORK MUST BE COMPLETED AND RECEIPTS SUBMITTED TO THE CITY NO LATER THAN SEPTEMBER 10, 2021.**

To be completed by Staff:

Zoning of Property C-2

Square footage of building _____



Invoice # 1418

Date: 11/28/2021

Bill To

Paradise Pumpers & Potties
2781 Ave G
635-9274

For

Hang Security Lighting

Item Description	Amount
Install security lamps and prepare for electrician to wire.	\$1,285.00

Subtotal	\$1,285.00
Tax Rate	
Other Costs	
Total Cost	\$1,285.00

Make all checks payable to Company Name

If you have any questions concerning this invoice, use the following contact information:

Contact Name, Phone Number, Email

Thank you for your business!

Proposal

Page # 1 of 1 pages

Lucius Painting LLC
323 E 4th St. Alliance, NE 68301
720-692-4168

PROPOSAL SUBMITTED TO: <u>City of W 27th St</u>	JOB NAME <u>CW</u>	JOB # <u>2028</u>
ADDRESS <u>Scottsbluff, NE 68361</u>	JOB LOCATION <u>Scottsbluff</u>	DATE
PHONE # 	FAX # 	ARCHITECT

We hereby submit specifications and estimates for: painting exterior of printing shop.

Includes: power wash, scope, block filler, - paint

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

\$ Four thousand three hundred seventy two Dollars

with payments to be made as follows: 1,100.00 for materials + supplies remainder when completed.

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 [Signature]

Note — this proposal may be withdrawn by us if not accepted within 360 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 _____



Marketing Consultants
611 West 27th St.
Scottsbluff NE 69361

Estimate

Date	Estimate #
12/3/2021	20214

Name / Address
Paradise Pumpers 2718 Ave G Scottsbluff NE 69361

					Project
Description	Qty	Rate	Size	Color	Total
7' NEON BACKLIT SIGN	1	4,000.00			4,000.00T
Looking forward to giving you the best customer service.			Subtotal \$4,000.00		
			Sales Tax (7.0%) \$280.00		
			Total \$4,280.00		

Façade Improvement Program Application

Project Information

1. Applicant Name: TWB WASH, LLC
Applicant Address: 611 W 27th St.
Telephone No.: 635-9274 E-Mail Address: Brozekw@YAHOO.com
Property Owner (if different than applicant): _____

2. Project Site Address: 611 W 27th St.

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 of Business (if applicable): Paradise Car Wash & Detail

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

Remove old ~~single~~ pane glass panels Replace with new

The glass panels for the wash are covered with calcium deposits and look foggy. The new glass will brighten up the wash and make it easier to see out and more customer friendly

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: N/A

Amount: N/A

Date: N/A

8. Estimated Project Costs:

Exterior Improvements (describe)

\$ 20,400

Other (describe)

Total

\$ 20,400

Grant Funds Requested*

\$ 10,000

*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): Thompson Glass

Address: 1702 Ave B

Phone No.: 635-3350

10. Project Construction Schedule (estimated):

Start Date

4/5/20 ASAP

Completion Date

***ALL WORK MUST BE COMPLETED AND RECEIPTS SUBMITTED TO THE CITY NO LATER THAN SEPTEMBER 10, 2021.**

To be completed by Staff:

Zoning of Property C-2

Square footage of building _____

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

Thompson Glass

quote

To:	Don Gabel	From:	Greg Thompson
Job:	Paradise Car Wash	Pages:	1
Subject:	Glass replacement	Date	12-9-21
<hr/>			
<input type="checkbox"/> Urgent <input checked="" type="checkbox"/> For Review <input type="checkbox"/> Please Comment <input type="checkbox"/> Please Reply <input type="checkbox"/> Please Recycle			

We propose to deliver and install 47 pieces of glass complete as per Don.

Glass to be ¼" (clear) tempered.

Caulking to be dow corning (black).

Installed \$15,300 + tax

Add for one 6' x 7' pair (clear) \$5,100.00

Sales tax not included

No final cleaning

Bid for 60 days

Thanks, Greg T.

Façade Improvement Program Application

Project Information

1. Applicant Name: Priscilla Sandoz
Applicant Address: 1715 Broadway
Telephone No.: 308-637-4466 E-Mail Address: silla.sandoz@gmail.com
Property Owner (if different than applicant): _____
2. Project Site Address: 1715 Broadway
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): Studio B ~~Bar~~
6. Proposed Project: Describe in detail; attach plans and specifications:
Replace exterior windows on front and side of building. To also replace deteriorating wood window frames with metal flashing.

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)

\$ 9562.65

Other (describe)

Total

Grant Funds Requested*

\$4,781.32
26 → \$ 9562.65

*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):

Pella

Address:

1714 Broadway

Phone No.:

308 635 7847

10. Project Construction Schedule (estimated):

Start Date

Tentative

Completion Date

* For applications submitted on or prior to July 14, 2021, all work must be completed and receipts must be submitted to the City for reimbursement by September 10, 2021.

*For applications submitted after July 14, 2021, all work must be completed and receipts must be submitted to the City for reimbursement by December 31, 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 _____

Blue Ladder Renovations

3071 Main 42nd Street
Scottsbluff, NE 69561 US
+1 3087291155
buckingham347@gmail.com

Estimate

3071 Main
Pella, IA 50224
1715 Broadway
Scottsbluff, NE 69561 USA

ESTIMATE 1571
DATE 05/16/2021
EXPIRATION DATE 10/16/2021

DATE	ACTIVITY	DESCRIPTION	QTY	RATE	AMOUNT
	Sales	Bathroom 40x35.5	1	425.00	425.00
	Sales	Bedroom 25.5x52	5	425.00	2,125.00
	Sales	Exterior Metal Wrapping	7	200.00	1,400.00
	Sales	Disposal		50.00	50.00

TOTAL

\$4,425.00

To receive this estimate from Pella Windows and Doors, please call 308-729-1155 or visit our website at www.pellawindows.com. This estimate is valid for 90 days from the date of issue. Payment is due upon delivery of materials. Please contact us for more information.

Notes:
This estimate is valid for 90 days from the date of issue. It is not valid for any other use. The price is subject to change without notice. The price is subject to change without notice. The price is subject to change without notice.

Thank you!

For more information, please call 308-729-1155 or visit our website at www.pellawindows.com. This estimate is valid for 90 days from the date of issue.

Thank you!

Scottsbluff, NE

05/16/2021

Page 1 of 1

pdf

Pella quote...- Copy.pdf

124 KB



Proposal - Detailed

Pella Window and Door Showroom of Scottsbluff
1714 Broadway
Scottsbluff, NE 69361
Phone: (308) 635-3499 Fax: (308) 635-7847

Sales Rep Name: Greckel, R Corey
Sales Rep Phone: (308) 635-3499
Sales Rep E-Mail: coreygreckel@heartlandpella.com
Sales Rep Fax: 308-635-7847

Customer Information		Project/Delivery Address	Order Information	
Priscilla Sandoz	1715 Broadway	Priscilla Sandoz 1715 Broadway	Quote Name: Priscilla Sandoz	
SCOTTSBLUFF, NE 69361-2434		Lot #	Order Number: 232	
Primary Phone: (308) 637-4466		SCOTTSBLUFF, NE 69361-2434	Quote Number: 14486766	
Mobile Phone:		County:	Order Type: Non-Installed Sales	
Fax Number:		Owner Name:	Wall Depth:	
E-Mail: priscillasandoz@gmail.com		Owner Phone:	Payment Terms: C.O.D.	
Great Plains #: 25581072			Tax Code: 2SCOTTSBLUFFNE	
Customer Number: 1010237358			Cust Delivery Date: None	
Customer Account: 1006412608			Quoted Date: 8/20/2021	
			Contracted Date:	
			Booked Date:	
			Customer PO #:	
Line #	Location:	Attributes		

10 Bath

Lifestyle, Awning, Vent, With HGP, White

Item Price	Qty	Ext'd Price
\$1,131.60	1	\$1,131.60



PK #
2093

Viewed From Exterior

1: SizeNon-Standard Size Vent Awning
General Information: Performance Package, With Hinged Glass Panel, Clad, Pine, 5", 3 11/16"
Exterior Color / Finish: Standard Enduracel, White
Interior Color / Finish: Provincial Stain Interior
Glass: Insulated Low-E Advanced Low-E Insulating Glass Argon Non High Altitude
Hinge Panel: Clear, Annealed
Hardware Options: Wash Hinge Hardware, Fold-Away Crank, Brown, No Limited Opening Hardware, No Integrated Sensor, Sill
Screen: Full Screen, Brown, InView™
Unit Accessories: Snap-In Between-The-Glass Blind Bottom-Up, Mocha, Manual
Performance Information: U-Factor 0.25, SHGC 0.22, VLT 0.41, CPD PEL-N-246-00101-00003, Performance Class CW, PG 50, Calculated Positive DP Rating 50, Calculated Negative DP Rating 50, Year Rated 08/11, Egress Not Applicable
Grille: No Grille.

Line # Location:**Attributes**

15 Bed

Item Price	Qty	Ext'd Price
\$600.64	6	\$3,603.84

Impervia, Double Hung, BrownPK #
2093**1: SizeNon-Standard Size Double Hung, Equal****General Information:** Standard, Duracast®, Block, Foam Insulated, 3", 3"**Exterior Color / Finish:** Brown**Interior Color / Finish:** Brown**Glass:** Insulated Low-E Advanced Low-E Insulating Glass Argon High Altitude**Hardware Options:** Cam-Action Lock, Brown**Screen:** Full Screen, InView™**Performance Information:** U-Factor 0.29, SHGC 0.28, VLT 0.52, CPD PEL-N-126-00862-00001, Performance Class LC, PG 30, Calculated Positive DP Rating 30, Calculated Negative DP Rating 30, Year Rated 08/11, Clear Opening Width 21.375, Clear Opening Height 22.25, Clear Opening Area 3.302734, Egress Does not meet typical United States egress, but may comply with local code requirements**Grille:** No Grille,

Viewed From Exterior

Line # Location:**Attributes**

20 None Assigned

Installation Sealant, White

Item Price	Qty	Ext'd Price
\$13.22	1	\$13.22

1: Accessory**General Information:** Installation Sealant**Exterior Color / Finish:** Painted, White**Interior Color / Finish:** Not Applicable Interior**Package:** Individual Tubes

Viewed From Exterior

Line # Location:**Attributes**

25 None Assigned

Installation Sealant, Brown

Item Price	Qty	Ext'd Price
\$13.22	4	\$52.88

1: Accessory**General Information:** Installation Sealant**Exterior Color / Finish:** Painted, Brown**Interior Color / Finish:** Not Applicable Interior**Package:** Individual Tubes

Viewed From Exterior

For more information regarding the finishing, maintenance, service and warranty of all Pella® products, visit the Pella® website at www.pella.com

Thank You For Your Interest In Pella® Products

For more information regarding the finishing, maintenance, service and warranty of all Pella® products, visit the Pella® website at www.pella.com

Printed on 9/16/2021

Detailed Proposal

Page 3 of 7

PELLA WARRANTY:

Pella products are covered by Pella's limited warranties in effect at the time of sale. All applicable product warranties are incorporated into and become a part of this contract. Please see the warranties for complete details, taking special note of the two important notice sections regarding installation of Pella products and proper management of moisture within the wall system. Neither Pella Corporation nor the Seller will be bound by any other warranty unless specifically set out in this contract. However, Pella Corporation will not be liable for branch warranties which create obligations in addition to or obligations which are inconsistent with Pella written warranties.

Clear opening (egress) information does not take into consideration the addition of a Rolscreen [or any other accessory] to the product. You should consult your local building code to ensure your Pella products meet local egress requirements.

Per the manufacturer's limited warranty, unfinished mahogany exterior windows and doors must be finished upon receipt prior to installing and refinished annually, thereafter. Variations in wood grain, color, texture or natural characteristics are not covered under the limited warranty.

INSYNCTIVE PRODUCTS: In addition, Pella Insynctive Products are covered by the Pella Insynctive Products Software License Agreement and Pella Insynctive Products Privacy Policy in effect at the time of sale, which can be found at [insynctive.pella.com](https://www.pella.com/insynctive.pella.com). By installing or using Your Insynctive Products you are acknowledging the Insynctive Software Agreement and Privacy Policy are part of the terms of sale.

Notice of Collection of Personal Information: We may collect your personal information when you interact with us. Under the California Consumer Privacy Act (CCPA), California residents have specific rights to request this information, request to delete this information, and opt out of the sharing or sale of this information to third parties. To learn more about our collection practices and your rights under the CCPA please visit our link <https://www.pella.com/california-rights-policy/> at [pella.com](https://www.pella.com).

ARBITRATION AND CLASS ACTION WAIVER ("ARBITRATION AGREEMENT")

YOU and Pella and its subsidiaries and the Pella Branded Distributor AGREE TO ARBITRATE DISPUTES ARISING OUT OF OR RELATING TO YOUR PELLA PRODUCTS (INCLUDES PELLA GOODS AND PELLA SERVICES) AND WAIVE THE RIGHT TO HAVE A COURT OR JURY DECIDE DISPUTES. YOU WAIVE ALL RIGHTS TO PROCEED AS A MEMBER OR REPRESENTATIVE OF A CLASS ACTION, INCLUDING CLASS ARBITRATION, REGARDING DISPUTES ARISING OUT OF OR RELATING TO YOUR PELLA PRODUCTS. You may opt out of this Arbitration Agreement by providing notice to Pella no later than ninety (90) calendar days from the date You purchased or otherwise took ownership of Your Pella Goods. To opt out, You must send notice by e-mail to bellawebsupport@pella.com, with the subject line: "Arbitration Opt Out" or by calling (877) 473-5527. Opting out of the Arbitration Agreement will not affect the coverage provided by any applicable limited warranty pertaining to Your Pella Products. For complete information, including the full terms and conditions of this Arbitration Agreement, which are incorporated herein by reference, please visit www.pella.com/arbitration or e-mail to bellawebsupport@pella.com, with the subject line: "Arbitration Details" or call (877) 473-5527. D'ARBITRAGE ET RENONCIATION AU RECOURS COLLECTIF ("convention d'arbitrage") EN FRANÇAIS SEE PELLA.COM/ARBITRATION. DE ARBITRAJE Y RENUNCIA COLECTIVA ("acuerdo de arbitraje") EN ESPAÑOL VER PELLA.COM/ARBITRATION.

Seller shall not be held liable for failure or delay in the performance of its obligations under this Agreement, if such performance is hindered or delayed by the occurrence of an act or event beyond the Seller's reasonable control (force majeure event), including but not limited to earthquakes, unusually severe weather and other Acts of God, fire, strikes and labor unrest, epidemics, riots, war, civil unrest, and government interventions. Seller shall give timely notice of a force majeure event and take such reasonable action to mitigate the impacts of such an event.

Product Performance Information:

U-Factor, Solar Heat Gain Coefficient (SHGC), and Visible Light Transmittance (VLT) are certified by the National Fenestration Rating Council (NFRC).

For more information regarding the finishing, maintenance, service and warranty of all Pella® products, visit the Pella® website at www.pella.com

Manufacturer stipulates that these ratings conform to applicable NFRC procedures for determining whole product performance. NFRC ratings are determined for a fixed set of environmental conditions and a specific product size. NFRC does not recommend any products and does not warrant the suitability of any product for any specific use.

Design Pressure (DP), Performance Class, and Performance Grade (PG) are certified by a third party organization, in many cases the Window and Door Manufacturers Association (WDMA). The certification requires the performance of at least one product of the product line to be tested in accordance with the applicable performance standards and verified by an independent party. The certification indicates that the product(s) of the product line passed the applicable tests. The certification does not apply to mulled and/or product combinations unless noted. Actual product results will vary and change over the products life.

For more performance information along with information on Florida Product Approval System (FPAS) Number and Texas Dept. of Insurance (TDI) number go to www.pella.com/performance.

TERMS & CONDITIONS:

TO ORDER: Read all of the Terms & Conditions. Date, sign and return. Orders are not entered without signature.

Terms of Sale:

1. By signing this contract, buyer agrees to purchase the products and services described in accordance with these terms and conditions. This contract is between the company (Huey Long Co Inc, dba Heartland Pella, dba Pella Windows and Doors) and the signer. Unless specifically stated elsewhere there is no agreement between the company and the signer to wait for payment until the signer gets paid. Your signature means that you have checked the order and agree to accept and pay for the items shown. Buyer may not assign this contract to anyone else without written approval of the company.
2. This is the entire agreement between the buyer and the company. Any changes must be agreed to and signed by both the buyer and the company.
3. All orders are shipped COD unless prior arrangements have been made. If you have charged before but have not bought for more than 1 year, you have been returned to COD.
4. Invoices are due within 30 days of receipt of product. We charge a finance charge up to 1-1/2% per month on invoices unpaid for more than 30 days. If an invoice is unpaid after 60 days we will send the owner a letter explaining their liability for liens filed against their property and further shipments to you will be COD. After 90 days we will file a lien, turn the account over for collection or both.
5. Unless we have a tax form on file, you must pay all applicable sales tax.
6. Delivery dates are estimates only. If you want to delay your order call us 3 weeks before the scheduled shipping date. If we are asked to hold an order past your original need date, we will send an invoice. If we load an order and you refuse to accept delivery we will add a handling charge to the order of \$100.00 for redelivery.
7. Warranties for all products covered by this contract are posted at all store locations. A copy will be mailed to you upon request.
8. Once this contract is accepted by the company, it cannot be changed or cancelled. If you want to return anything, you must have prior written authorization and pay a handling charge.
9. The buyer agrees to hold the company harmless against any and all claims, demands, costs and expenses arising from: (a) Buyers breach of contract; or (b) Buyers negligence; or (c) Buyers or any third parties misuse or misapplication of the products supplied by the company.
10. We provide tailgate delivery only, you must provide help to unload. If an extra person is needed the charge will be \$100.00. Drivers will wait 30 minutes, then they must continue on.
11. The company shall have no liability for any claims, loss or damage that is incidental or any loss of profit or savings.
12. Any standard order that is cancelled prior to shipping will be billed at 50% of the original selling price. Non-standard orders cannot be returned.

This quote is good for ten (10) days only. We are not responsible for measuring errors made by others.

Project Check List:

- _____ Terms & Conditions Reviewed
- _____ Contract Payment Terms & Credit Policy Reviewed
- _____ Customer Satisfaction Survey Discussed
- _____ Reschedule/Warehouse Fees Discussed
- _____ Product Specifications Reviewed

For more information regarding the finishing, maintenance, service and warranty of all Pella® products, visit the Pella® website at www.pella.com

- Brand
- Exterior Clad Color
- Glazing * Distortion in tempered glass is common and not considered a defect.
- Blinds
- Muntins
- Wall Thickness
- Hardware Color
- Screen
- Door Hardware
- Door Screen
- Hinge/Slide Discussed (hinge/slide from outside view)
- Key Locks on Entry/Patio Doors

Contract with Property owner:

- Yes
- No, list property owner
- Installation
- Prefinish
- All doors must have sill supports installed
- Desired delivery date.

Customer: Priscilla Sandoz

Project Name: Priscilla Sandoz

Quote Number: 14486766

Customer Name (Please print)

Pella Sales Rep Name (Please print)

Customer Signature

Pella Sales Rep Signature

Date

Date

Order Totals

Taxable Subtotal	\$4,801.54
Sales Tax @ 7%	\$336.11
Non-taxable Subtotal	\$0.00
Total	\$5,137.65
Deposit Received	\$0.00
Amount Due	\$5,137.65

Façade Improvement Program Application

Project Information

1. Applicant Name: Maria Aguilera
Applicant Address: 2026 E. 30th Street
Telephone No.: 641-3337 E-Mail Address: _____
Property Owner (if different than applicant): _____
2. Project Site Address: 615 E. Overland
3. Is the Project Site Currently Occupied? Yes No
4. Land Use of Project Site (Circle one):

RestaurantRetailService

Other (Please specify): _____
5. Nature and Name of Business (if applicable): Amila's Decoration
6. Proposed Project: Describe in detail; attach plans and specifications:
Replace north and west doors, replace west window(34x19"), prepare to paint and around new
windows and doors, install trims.

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: \$10,000 Façade Grant - 210 E. Overland (completed and reimbursed)
Amount: \$5,700 Façade Grant - 615 E. Overland (completed and reimbursed)
- work completed: remove and replace south wall and window
Date: (112x54.5"), prepare for paint and paint south wall, frame and
prepare for siding

8. Estimated Project Costs:

Exterior Improvements (describe) \$ \$9,300

Other (describe)

Total \$ \$9,300

Grant Funds Requested* \$ \$4,300

*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): LA Construction

Address: 2414 W. 17th Street

Phone No.: 308-225-1772

10. Project Construction Schedule (estimated):

Start Date ASAP

Completion Date

* For applications submitted on or prior to July 14, 2021, all work must be completed and receipts must be submitted to the City for reimbursement by September 10, 2021.

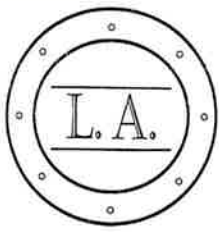
*For applications submitted after July 14, 2021, all work must be completed and receipts must be submitted to the City for reimbursement by December 31, 2021.

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-3

Square footage of building



L. A. CONSTRUCTION

2414 West 17th Street
Scottsbluff, NE 69361
308-225-1772
amggluis1986@gmail.com

Invoice

DATE

12-16-21

TO:

Armando and Maria Aguilera
615 E. Overland
Scottsbluff, NE
69361

AMOUNT DUE

AMOUNT ENC.

DATE	TRANSACTION	AMOUNT	BALANCE		
	- Remove the South wall and frame, cleaning up (window)		1,500		
	- Install the window and trims (112x54.5)	4,500			
	- Prepare for painting	1,500			
	- Paint	2,000			
	- Frame and prepare for siding	2,000			
<p><i>Paid</i></p>					
An 18% APR is assessed on all accounts over 30 days.					
CURRENT	1-30 DAYS PAST DUE	31-60 DAYS PAST DUE	61-90 DAYS PAST DUE	OVER 90 DAYS PAST DUE	AMOUNT DUE
					11,500

LAC002-06/20

Façade Improvement Program Application

Project Information

1. Applicant Name: Steven Thomason
Applicant Address: 1740 Laurel Ave, Gering, NE 69341
Telephone No. 308-436-7123 E-Mail Address: ragrate1@charter.net
Property Owner (if different than applicant): Scottsbluff Elks Lodge #1367
2. Project Site Address: 1614 1st Avenue, Scottsbluff, NE
3. Is the Project Site Currently Occupied? Yes ☒ No ☐
4. Land Use of Project Site (Select one):
Restaurant ☐ Retail ☐ Service ☐
☒ Other (Please specify): Benevolent and Protective Order of the Elks
5. Nature and Name of Business (if applicable): Scottsbluff Elks Lodge #1367
6. Proposed Project: Describe in detail; attach plans and specifications:
Remove loose grouting from ceramic facade (Old Otto Theatre) & replace
Remove & Replace fabric awning
Remove & Replace metal inserts in awning (metal)
Upgrade lighting under the awning (metal awning)
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: N/A
Amount:
Date:

8. Estimated Project Costs:

Exterior Improvements (describe)

\$ 16,782.01

Other (describe)

Total

\$ 16,782.01

Grant Funds Requested*

\$ 8,400.00

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

*Grant funds requested must not exceed 1/2 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):

See attached bid sheet

Address: _____

Phone No.: _____

10. Project Construction Schedule (estimated):

Start Date

May 2022

Completion Date

Oct. 2022

***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 _____



Phone: 449-4444
Fax: 449-4444

Phone: 449-4444
Fax: 449-4444

July 26, 2021

RE: Eika repair and replacement

Steve,

We propose the cost of \$13,609.00 to repair the green terracotta and repair some stone damaged by the canopy. Price includes labor material and equipment.

We include:
Find out and install correct material in spots of the terracotta work.
Install 1/2" of elastomeric polyurethane sealant at top pieces of terracotta
fill and repair holes in the terracotta (will match color close as possible)
Repair stone where has fallen off in a couple places

We exclude:

Testing

Roof

Weather enclosures and tarp heat

Vance H. Holmes
Estimator PM
368 431 4974

Scottsbluff Tent & Awning
1213 Ave A
Scottsbluff, NE 69361
308 632-4431

Invoice 17465

Date 11/3/2021

ELKS LODGE
PO BOX 358
SCOTTSBLUFF NE 69361

PAID
(non-posing)

Terms Check No.
NET/ EOM.

Description	Quantity	Amount
AWNING REPLACE COVER AND SEW ON LETTERS/ AWNING NOT INSTALLED ON FRAME		2,486.00
FOREST GREEN SUNBRELLA MATERIAL		
STEVE THOMLISON 436-7123		
ESTIMATE		
Tax		87.01

Received by



Total \$2,573.01

Install awning & remove old one
by Steve Thomlison

600.⁰⁰
3,173.01

Façade Improvement Program Application

Project Information

1. Applicant Name: E+H Certified Public Accountants and Management Consultants, P.C.
Applicant Address: 2021 Broadway, Scottsbluff, NE
Telephone No.: 308-632-6570 E-Mail Address: thilyard@ehcpaspc.com
Property Owner (if different than applicant): EHL, LLC Troy Hilyard + Seth Covalt
2. Project Site Address: 2021 Broadway, Scottsbluff, NE
3. Is the Project Site Currently Occupied? ☒ Yes ☐ No
4. Land Use of Project Site (Circle one):
Restaurant Retail Service
Other (Please specify): Commercial
5. Nature and Name of Business (if applicable): E+H CPAs, Certified Public Accountants
6. Proposed Project: Describe in detail; attach plans and specifications:
Replace canopy signage on exterior of building. main advantages is improved signage for downtown and energy savings. If we maintain the existing fluorescent lighting, the project will cost \$20,975 plus sales tax. If we change the lighting to LED lighting, the project will cost \$26,433 plus sales tax.
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: 0
Date: N/A

8. Estimated Project Costs:

Exterior Improvements (describe)
Installation of LED lighting & replacement of Canopy Signage

\$ 24,640

Other (describe)
None

Total

\$ 24,640

Grant Funds Requested*

\$ 10,000

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

*Grant funds requested must not exceed 1/2 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):
1. Signage: Ferguson Sign, Inc.
2. Electrical: Robinson Electric
1. 130652 Hwy 26, Scottsbluff, NE 69361
Address: 2. 3025 Red Barn Dr, Gering, NE 69341
Phone No.: 1. 308-632-8414
2. 308-632-2223

10. Project Construction Schedule (estimated):

Start Date Weather permitting, as soon as grant approval
Completion Date April - June 2022

* For applications submitted on or prior to July 14, 2021, all work must be completed and receipts must be submitted to the City for reimbursement by September 10, 2021.

*For applications submitted after July 14, 2021, all work must be completed and receipts must be submitted to the City for reimbursement by December 31, 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 _____

E&H CPAs
HAIL DAMAGE



180652 Hwy. 26 Scottsbluff, NE 69361
308-632-8414 Phone
308-632-6117 Fax
Federal ID #47-0766191

December 30, 2021

E&H CPAs
ATTN: Troy Hilyard
3021 Broadway
Scottsbluff, NE 69361

RE: Hail Damage

Dear Troy,

Ferguson Signs, Inc. is pleased to offer the following quote to Repair Hail-Damaged Awnings, signage and lighting for E&H CPAs in Scottsbluff, Nebraska.

Remove all Canopies from North, West and South of building.
Recover all frames with new vinyl, new egg crate where needed.
Manufacture and reapply new Logo, stripes and customer information
on canopy vinyl with signage vinyl. Convert fluorescent lighting to LED
lighting throughout. Reinstall old frames with new vinyl at customers
location in the same fashion that it was removed. **\$24,640.00**

State Required electrician

Robinson Electric will bill customer direct, estimate is attached..... **\$1,793.00**

TOTAL: **\$26,433.00**

NOTES: State/Local Sales Tax has not been included and will be extra.

Once bid is approved, please sign below for acceptance and return by email

Your business is very highly appreciated.

Sincerely,

John Goodman, President

Name and Title of Representative

Date

Facade Improvement Program Application

Project Information

1. Applicant Name: Friends of the Midwest Theater

Applicant Address: Po Box 276 / 1707 Broadway
Scottsbluff, Ne 69361
Telephone No: 308-632-4311
E-Mail Address :Billy@Nebraskarts.com

Property Owner (if different than applicant): Friends of the Midwest Theater

2. Project Site Address : Midwest Theater
1705 Broadway
Scottsbluff, Ne 69361

3. 7Is the Project Site Currently Occupied? Yes

4. Land Use of Project Site (Circle one): Service
Other (Please specify): Theater & Entertainment

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

Mission: to enhance the arts community within the Nebraska Panhandle by preserving the historic Midwest Theater for present & future generations & nurturing a lively community through the presentation of: mainstream and specialty films; performing & visual arts; & school, humanities, cultural & community educational programming.

Vision: to foster & drive a thriving, diverse arts & culture community for all residents of the greater Nebraska Panhandle via four core priorities: instilling building pride, extending beyond the walls of the Midwest Theater, increasing access for youth, & promoting the arts.

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

We are applying for funds to support two projects that are part of a larger Marquee Restoration Project. The total estimated project cost is \$739,000. These projects can be fully completed by registered Scottsbluff based contractors.

Project goals:

- Remedy problems that pose a threat to the structural integrity of the theater, a threat of damage by fire or water intrusion, or life/safety issues.
- Maintain and enhance the historical and aesthetic integrity of the marquee.
- Improve the sustainability of operating the historic structure as a functional community space, including making the marquee more resilient to withstand weather damage, reducing ongoing repairs, and reducing electrical consumption.

1. The Stucco on the fronts of the buildings will be repaired and then coated with a coat of Sherwin Williams CONFLEX SHERLASTIC Elastomeric Coating that will be color matched after the restored marquee is installed on the building.

2. At one time the old lobby terrazzo once extended in an arc pattern outside the building onto the sidewalk. While replacing the terrazzo sidewalk is not currently feasible, the dream is to replicate the design in colored concrete concurrently with a project to improve drainage, remove sidewalk

trip hazards, and add ADA curb cuts for patrons for added ease of entry into the theater. Currently patrons in wheelchairs are forced to go out into traffic to use the curb cut at the corner. .

The colored concrete pattern will be designed to encompass both sets of doors (1705 Broadway - Old Baumgartner Building & 1707 Broadway - Midwest Theater)

Photos 1 & 2: Terrazzo flooring at the old lobby entrance. Drilled holes and pitting create a potential hazard for patrons, particularly those wearing narrow-heeled shoes, so the floor is kept covered with rugs.

Photo 3: A vintage image of the entrance to the Midwest Theater, showing the arced color of the terrazzo sidewalk.



Benefit to the community:

The joy of seeing the Midwest Theater marquee lighting up the night again and appreciating a faithfully restored grand theater! The value of this nostalgic, historically-important structure to the community cannot be understated. The Midwest Theater has been a grand part of the downtown Scottsbluff streetscape and community life for 75 years, and this project will help extend the life of the Midwest Theater to 150 years and beyond.

6. 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

7. Estimated Project Costs:

Estimated Project Costs: **\$24,170**

Exterior Improvements (describe)
Sidewalk Recreation (\$9,320.00)
Stucco Repair & Coating (\$14,850)

Total **\$24,170**

Grant Funds Requested* **\$10,000**

*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

8. Person doing work (if different than applicant):

Fisher Roofing & Restoration
1328 Ave A,
Scottsbluff, NE 69361
308-632-6148

Infinity Construction
522 5th Ave,
Scottsbluff, NE 69361
(308) 632-3800

9. Project Construction Schedule (estimated):

Start Date	June 2022
Completion Date	Dec 31, 2022

* Per Phone call with Zach Glabius, Scottsbluff City Planner, we were advised we could apply for funds even though we would not have the project completed by Sept 10, 2021 as stated below.

*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



Proposal

Date	Proposal #
7/13/2021	22346

Midwest Theater
 Billy Estes, Executive Director
 P.O. Box 276
 Scottsbluff, NE 69361

Infinity Construction, Inc
 P.O. Box 2453
 Scottsbluff, NE 69363-2453

P.O. No.	Terms		
Description	Qty	Rate	Amount
Concrete work to complete Sidewalk Project along section of old Baumgartner's at 1705 Broadway. Estimate to remove existing concrete sidewalk, pavers and Curb. Install new sidewalks including stamped and colored sections, install drain trough, curb cut for ADA Ramp.	1	9,320.00	9,320.00
Sales Tax		5.50%	0.00
Total			\$9,320.00



1328 Avenue A
SCOTTSBLUFF, NE 69361

PHONE: (308) 632-6184 ~ (800) 658-0557
FAX: (308) 632-2950

www.fisherroofinginc.com

Proposal Submitted To: MIDWEST THEATER	Phone 308-632-4311	Date 7/20/2021
Address: SCOTTSBLUFF, NE	Job Name / Location	
Contract BILLY ESTES	Job Number	Page No. of Pages

We hereby submit specifications and estimates for:

STUCCO REPAIR

1. PREP SURFACE AS NEEDED
2. APPLY CONFLEX XL ELASTOMERIC COATING

LOCATIONS

1707 BROADWAY (MUSTARD)	\$ 14,850.00
1705 BROADWAY (WHITE)	\$ 14,850.00

TOTAL \$ 29,700.00

UPON COMPLETION A YEAR WARRANTY WILL BE ISSUED

All Tax Exempt Organizations need to provide us with a Purchasing Agent Appointment - Form 17

We *Propose* hereby to furnish material and labor - complete in accordance with above specifications, for the sum of:
TWENTY - NINE THOUSAND, SEVEN HUNDRED AND NO/100'S ***** dollars (\$ 29,700.00)

Payment to be made as follows:

UPON COMPLETION

All material is guaranteed to be as specified. All work to be completed in a workmanlike manner according to standard practices. Any alteration or deviation from above specifications involving extra costs will be executed only upon written orders, and will become an extra charge over and above the estimate. All agreements contingent upon strikes, accidents or delays beyond our control. Owner to carry fire, tornado and other necessary insurance. Our workers are fully covered by Workmen's Compensation Insurance.

Authorized

Signature

David Erickson

Note: This proposal may be withdrawn by us if not accepted within 30 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. Payment will be made as outlined above.

Date of Acceptance: _____

Signature: _____

Signature: _____

Facade Improvement Program Application

Project Information

1. Applicant Name: Friends of the Midwest Theater

Applicant Address: Po Box 276 / 1707 Broadway
Scottsbluff, Ne 69361
Telephone No: 308-632-4311
E-Mail Address :Billy@Nebraskarts.com

Property Owner (if different than applicant): Friends of the Midwest Theater

2. Project Site Address : Midwest Theater
1705 Broadway
Scottsbluff, Ne 69361

3. 7Is the Project Site Currently Occupied? Yes

4. Land Use of Project Site (Circle one): Service
Other (Please specify): Theater & Entertainment

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

Mission: to enhance the arts community within the Nebraska Panhandle by preserving the historic Midwest Theater for present & future generations & nurturing a lively community through the presentation of: mainstream and specialty films; performing & visual arts; & school, humanities, cultural & community educational programming.

Vision: to foster & drive a thriving, diverse arts & culture community for all residents of the greater Nebraska Panhandle via four core priorities: instilling building pride, extending beyond the walls of the Midwest Theater, increasing access for youth, & promoting the arts.

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

We are applying for funds to support two projects that are part of a larger Marquee Restoration Project. The total estimated project cost is \$739,000. These projects can be fully completed by registered Scottsbluff based contractors.

Project goals:

- Remedy problems that pose a threat to the structural integrity of the theater, a threat of damage by fire or water intrusion, or life/safety issues.
- Maintain and enhance the historical and aesthetic integrity of the marquee.
- Improve the sustainability of operating the historic structure as a functional community space, including making the marquee more resilient to withstand weather damage, reducing ongoing repairs, and reducing electrical consumption.

1. The Stucco on the fronts of the buildings will be repaired and then coated with a coat of Sherwin Williams CONFLEX SHERLASTIC Elastomeric Coating that will be color matched after the restored marquee is installed on the building.

2. At one time the old lobby terrazzo once extended in an arc pattern outside the building onto the sidewalk. While replacing the terrazzo sidewalk is not currently feasible, the dream is to replicate the design in colored concrete concurrently with a project to improve drainage, remove sidewalk

trip hazards, and add ADA curb cuts for patrons for added ease of entry into the theater. Currently patrons in wheelchairs are forced to go out into traffic to use the curb cut at the corner. .

The colored concrete pattern will be designed to encompass both sets of doors (1705 Broadway - Old Baumgartner Building & 1707 Broadway - Midwest Theater)

Photos 1 & 2: Terrazzo flooring at the old lobby entrance. Drilled holes and pitting create a potential hazard for patrons, particularly those wearing narrow-heeled shoes, so the floor is kept covered with rugs.

Photo 3: A vintage image of the entrance to the Midwest Theater, showing the arced color of the terrazzo sidewalk.



Benefit to the community:

The joy of seeing the Midwest Theater marquee lighting up the night again and appreciating a faithfully restored grand theater! The value of this nostalgic, historically-important structure to the community cannot be understated. The Midwest Theater has been a grand part of the downtown Scottsbluff streetscape and community life for 75 years, and this project will help extend the life of the Midwest Theater to 150 years and beyond.

6. 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

7. Estimated Project Costs:

Estimated Project Costs: **\$24,170**

Exterior Improvements (describe)
Sidewalk Recreation (\$9,320.00)
Stucco Repair & Coating (\$14,850)

Total **\$24,170**

Grant Funds Requested* **\$10,000**

*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

8. Person doing work (if different than applicant):

Fisher Roofing & Restoration
1328 Ave A,
Scottsbluff, NE 69361
308-632-6148

Infinity Construction
522 5th Ave,
Scottsbluff, NE 69361
(308) 632-3800

9. Project Construction Schedule (estimated):

Start Date	June 2022
Completion Date	Dec 31, 2022

* Per Phone call with Zach Glabius, Scottsbluff City Planner, we were advised we could apply for funds even though we would not have the project completed by Sept 10, 2021 as stated below.

*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



Proposal

Date	Proposal #
7/13/2021	22346

Midwest Theater
 Billy Estes, Executive Director
 P.O. Box 276
 Scottsbluff, NE 69361

Infinity Construction, Inc
 P.O. Box 2453
 Scottsbluff, NE 69363-2453

P.O. No.	Terms		
Description	Qty	Rate	Amount
Concrete work to complete Sidewalk Project along section of old Baumgartner's at 1705 Broadway. Estimate to remove existing concrete sidewalk, pavers and Curb. Install new sidewalks including stamped and colored sections, install drain trough, curb cut for ADA Ramp.	1	9,320.00	9,320.00
Sales Tax		5.50%	0.00
Total			\$9,320.00



1328 Avenue A
SCOTTSBLUFF, NE 69361

PHONE: (308) 632-6184 ~ (800) 658-0557
FAX: (308) 632-2950

www.fisherroofinginc.com

Proposal Submitted To: MIDWEST THEATER	Phone 308-632-4311	Date 7/20/2021
Address: SCOTTSBLUFF, NE	Job Name / Location	
Contract BILLY ESTES	Job Number	Page No. of Pages

We hereby submit specifications and estimates for:

STUCCO REPAIR

1. PREP SURFACE AS NEEDED
2. APPLY CONFLEX XL ELASTOMERIC COATING

LOCATIONS

1707 BROADWAY (MUSTARD)	\$ 14,850.00
1705 BROADWAY (WHITE)	\$ 14,850.00

TOTAL \$ 29,700.00

UPON COMPLETION A YEAR WARRANTY WILL BE ISSUED

All Tax Exempt Organizations need to provide us with a Purchasing Agent Appointment - Form 17

We *Propose* hereby to furnish material and labor - complete in accordance with above specifications, for the sum of:
TWENTY - NINE THOUSAND, SEVEN HUNDRED AND NO/100'S ***** dollars (\$ 29,700.00)

Payment to be made as follows:

UPON COMPLETION

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Authorized

Signature

David Erickson
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Acceptance of Proposal -

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Date of Acceptance: _____

Signature: _____

Signature: _____

City of Scottsbluff, Nebraska

Tuesday, January 18, 2022

Regular Meeting

Item Reports2

Council to discuss and consider action on authorizing the Mayor to sign the Certificate of Compliance for Year 2021 regarding Maintenance Agreement No. 22 with the Nebraska Department of Transportation.

Staff Contact: Mark Bohl, Public Works Director



Pete Ricketts, Governor

January 6, 2022

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

RE: City Certificate of Compliance Year 2021

Ms. Wright,

Enclosed is the **Certificate Compliance for Year 2021**.

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 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,

John Lutz
District Operations & Maintenance Manager

CERTIFICATE OF COMPLIANCE

Maintenance Agreement No. 22 QE 1733 Supp 004
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 _____, 2022.

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: \$ _____