



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

Regular Meeting
August 15, 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. **Public Comments: The purpose of this agenda item is to allow for public comment of items for potential discussion at a future Council Meeting. Comments brought to the Council are for information only.**
 - a) The Council will not take any action on the item except for referring it to staff to address for placement on a future Council Agenda. This comment period will be limited to three (3) minutes per person.
9. **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 July 27, 2022 Special Meeting.
 - b) Council to approve the minutes of the August 1, 2022 Regular Meeting.
 - c) Council to set a public hearing for August 29, 2022 at 12:00 p.m. for the purpose of hearing support, opposition, criticism, suggestions or observations of taxpayers relating to the FY 2022-2023 budget.
 - d) Council to set a public hearing for September 6, 2022 at 6:00 p.m. for authorizing the final tax request for the 2022-2023 year at a different amount than the prior year request.
 - e) Council to approve the Plans and Specifications for the UV Lining and

improvements to the 30" sewer main at the Wastewater Treatment Plant and authorize the city clerk to advertise for bids to be received on September 7, 2022 at 10:00 a.m.

- f) Council to approve the bid specifications for the repair of hail damage at the Library, Cemetery and Misc Facilities located throughout the City and authorize the city clerk to advertise for bids to be received by September 7, 2022 at 2:00 p.m.
 - g) Council to consider and take action on claims of the City.
10. **Financial Report**
- a) Council to receive the July 2022 Financial Report.
11. **Public Hearings:**
- a) Council to conduct a public hearing set for this date at 6:00 p.m. to consider an Ordinance Text Change in Chapter 4 Article 1 regarding the International Building Code and International Residential Code.
12. **Resolution & Ordinances:**
- a) Council to consider the first reading of the Ordinance regarding a Text Change in Chapter 4 Article 1 concerning the International Building and International Residential Codes.
 - b) Council to discuss and consider action on an Emergency Ordinance for repair and extension of the City's water main near 26th Street and Avenue A and authorize the Mayor to sign.
13. **Subdivisions & Public Improvements:**
- a) Council to discuss and consider action on the Preliminary Plat of Frank Properties Subdivision and authorize the Mayor to sign the Resolution.
 - b) Council to discuss and consider action on accepting all improvements in the Hilltop Subdivision as constructed.
14. **Petitions, Communications, Public Input:**
- a) Council to discuss and consider action on a Community Festival Permit to include vendors, street closure and noise permit for The Emerald Market – Fall Market on Saturday, September 24, 2022 from 10:00 a.m. to 4:00 p.m.
15. **Reports from Staff, Boards & Commissions:**
- a) Council to discuss and consider action on the Economic Development Assistance Agreement with Fusion Ranch, Inc. and authorize the Economic Development Program Administrator to sign the Agreement.
 - b) Council to discuss and consider action on the contract between the City of Scottsbluff and Scottsbluff Police Officer's Association, Inc. and authorize the Mayor to execute the Contract.
 - c) Council to discuss and consider action on amended Fire Contract Article VIII Wages, and authorize the Mayor to sign the Amendment.
 - d) Council to discuss and consider action on amended IBEW Contract Schedule A Wages, and authorize the Mayor to sign the Amendment.

16. **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.
17. **Adjournment.**

City of Scottsbluff, Nebraska

Monday, August 15, 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

Monday, August 15, 2022

Regular Meeting

Item Youth Cou 1

(informational only):

Staff Contact:

City of Scottsbluff, Nebraska

Monday, August 15, 2022

Regular Meeting

Item Public Com1

The Council will not take any action on the item except for referring it to staff to address for placement on a future Council Agenda. This comment period will be limited to three (3) minutes per person.

Staff Contact:

City of Scottsbluff, Nebraska

Monday, August 15, 2022

Regular Meeting

Item Consent1

Council to approve the minutes of the July 27, 2022 Special Meeting.

Staff Contact: City Council

Special Meeting
July 27, 2022

The Scottsbluff City Council met in a Special Meeting on Wednesday, July 27, 2022 at 8:00 a.m. in the Council Chambers of City Hall, 2525 Circle Drive, Scottsbluff. The meeting was requested by a written call therefor by Interim City Managers Kevin Spencer and Elizabeth Loutzenhiser. A notice of the meeting had been published on July 22, 2022 in the Star Herald, a newspaper published and of general circulation of 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 accommodation to attend the council meeting should contact the city clerk's office, and that an agenda of the meeting kept continuously current was available for public inspection at the office of the city clerk in City Hall; provided, the city council could modify the agenda at the meeting if it determined that an emergency so required. A similar notice, together with a copy of the agenda, also had been delivered to each council member, made available to radio stations KNEB, KMOR, KOAQ, and television stations KSTF and KDUH, and the Star Herald. The notice was also available on the City's website on July 22, 2022. Mayor McKerrigan presided and City Clerk Wright recorded the proceedings. Mayor McKerrigan welcomed everyone and informed those in attendance that a copy of the Nebraska Open Meetings Act was available for the public's review. The following Council Members were present: Jeanne McKerrigan, Jordan Colwell, Nathan Green and Angela Scanlan. Absent: Selina Lerma. Also present were Interim City Managers Elizabeth Loutzenhiser and Kevin Spencer. Also present were Deputy Finance Director, Chris Burbach, Human Resource Director Cami Kite, and Public Works Director Mark Bohl. Mayor McKerrigan stated no other business shall be transacted at the special meeting unless all Council Members are present to consent and the City Council declares the existence of an emergency. She then asked if there was such an emergency. There was none.

Interim City Manager Spencer started the workshop by thanking Council for their support. He also praised Finance Director Loutzenhiser and City staff as they have worked together during the rising cost of inflation, adding this budget is very conservative, practical, and reasonable.

Mr. Spencer then went over the Capital Projects of each department, highlighting major expenditures. Some of those expenditures included refuse trucks, compost facility equipment and transfer station for the Environmental Services Department; Plaza Improvements for the Parks Department; Motor Grader and Plow Truck for Transportation; Booster Pump installation for the Water Department; and Sewer Main Reline and Treatment Plant Operations Equipment for the Wastewater Department.

In addition, the Police Department is budgeting for two marked patrol cars, server, and license plate reader, whereas the Fire Department has line items for a pickup and apparatus replacement.

He also shared information regarding the ARPA funds, stating we have received the first payment. One project considered for these funds include landbank support.

Mr. Spencer than went over the proposed utility rate increases as follows:

	Current	Proposed	Per Month Increase	
Environmental Services	\$23.93	\$24.64	\$0.71	3%
Stormwater Surcharge	\$ 2.00	\$ 2.25	\$0.25	13%
Wastewater	\$23.57	\$24.27	\$0.70	3%
Water	\$12.85	\$13.24	\$0.39	3%
Total estimated monthly	\$62.35	\$64.40	\$2.05	

Ms. Loutzenhiser then approached Council stating the total overall budget is approximately \$50 million, with Capital around \$11 million of that total; debt is at \$1 million. She commented there are positive ratios, we have a strong cash position for capital improvements. With the \$11 million we are reinvesting that in cash back into the community through capital projects and expenditures, adding it is huge, it is a big chunk of the budget and we have virtually no debt. It is a nice position to be in.

During discussion, Council Member Colwell asked what is the contingency plan if LB357 does not pass? Mr. Spencer stated those are discussions that will have to be started as Westmoor pool is nearing its end of life. Decisions will have to be made whether to have a tank pool, a waterpark, or an aquatic center. Ms. Loutzenhiser also explained that if LB357 does not pass we do have the ability to issue a healthy amount of debt and service that with our existing property tax levy without raising it, stating the debt would be a long-term commitment and would be the most the City has taken on for years.

Another item brought up for discussion was lighting along the Pathway near the YMCA. Mr. Spencer stated Pathway hours are dusk to dusk according to City Code, but he does realize it is used in the early mornings by joggers and walkers. He then added that there is not an electricity source, so putting in lights would be very expensive, around a half a million dollars. The question was asked about utilizing solar lighting, with Mr. Spencer stating we do not have a good answer for that yet.

Regarding the operating budget, Mr. Spencer stated there are some increases with utilities and insurance. He informed Council there will be a LARM representative coming out to meet with us next month to go over our rates and how we can possibly lower them. He added we are in a contract with LARM for three years and stated how pleased he and staff is with their services.

Also discussed was continued funding for the Gering Multipurpose Center for Senior Meals. Currently the City provides \$1,000/month and will continue as Scottsbluff has many utilizing the service. Mr. Spencer stated there has been discussion about a Center in Scottsbluff, but nothing has been formalized or finalized.

Council took an eight-minute break at 10:18 a.m. reconvening at 10:26 a.m.

Concerning personnel, proposed cost of living increase is as follows:

- General non-union employees 3.0%
- Fire Union Employees 3.0%
- Police union employees 3.0% (under negotiation)
- IBEW union employees 3.0%

Currently the City has 136 Full Time Employees

At the end of the work session, Mayor McKerrigan thanked everyone for their hard work and dedication and encouraged staff to continue moving forward. Council Member Scanlan then moved, seconded by Council Member Colwell to adjourn the meeting at 10:44 a.m., “YEAS,” Colwell, Scanlan, Green, and McKerrigan “NAYS,” None. Absent: Lerma.

Mayor

Attest:

City Clerk

“SEAL”

City of Scottsbluff, Nebraska

Monday, August 15, 2022

Regular Meeting

Item Consent2

Council to approve the minutes of the August 1, 2022 Regular Meeting.

Staff Contact: City Council

The Scottsbluff City Council met in a regular meeting on August 1, 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 July 29, 2022, 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 July 29, 2022. Mayor McKerrigan presided and City Clerk Wright recorded the proceedings. The meeting was called to order and the Pledge of Allegiance was recited. Mayor McKerrigan welcomed everyone and informed those in attendance that a copy of the Nebraska Open Meetings Act is posted in the back of the room on the west wall for the public's review. The following Council Members were present: Jeanne McKerrigan, Jordan Colwell, Nathan Green, Angela Scanlan, and Selina Lerma. Also present were City Attorney Kent Hadenfeldt and Interim City Manager Kevin Spencer. Absent: None. Mayor McKerrigan asked if there were any changes to the agenda. There was none. Mayor McKerrigan then asked if any citizens with business not scheduled on the agenda wished to include an item providing the City Council determines the item requires emergency action. There was none.

Moved by Council Member Colwell, seconded by Council Member Green,

- a) The minutes of the July 18, 2022 Regular Meeting be approved,
- b) A public hearing be set for August 15, 2022 at 6:00 p.m. to consider an Ordinance Text Change in Chapter 4 Article 1 regarding the International Building Code and International Residential Code,
- c) The claims, be approved and paid as provided by law out of the respective funds designated in the list of claims dated August 1, 2022, as on file with the City Clerk and submitted to the City Council, "YEAS," Colwell, Scanlan, Green, Lerma, and McKerrigan. "NAYS," None. Absent: None.

CLAIMS

ACCELERATED RECEIVABLES SOLUTIONS,WAGE ATTACHMENT,292.25;AMAZON.COM HEADQUARTERS,MISC.,2183.7; ANTHEM SPORTS LLC,GROUND MAINT PARK,229.67; ASSOCIATED SUPPLY CO, INC,EQUIPMENT MAINTENANCE-REC,1715.87;B & H INVESTMENTS, INC,DEPARTMENT SUPPLIES-SAN,60;BEST PLUMBING HEATING & COOLING,BLDG MAINT PARK,825.31;BLACK HILLS GAS DISTRIBUTION LLC,MONTHLY ENERGY BILL,3716.85;BLUFFS FACILITY SOLUTIONS,BLDG MAINT REC,3263.1;BUDGET DRAIN SERVICES LLC,CONTRACTUAL PARK,2475;BULK TRANSPORT COMPANY WEST INC,GROUND MAINT PARK,828.07;CAPITAL BUSINESS SYSTEMS INC.,CONT. SRVCS.,276.18; CASHWADISTRIBUTING,CONCESSIONS SUPPLIES-REC,737.45;CELLCO PARTNERSHIP,CELL

PHONES-PD,1715.77;CHALOUPKA, MAREN,FACADE GRANT,7302.99;CHRIS REYES,DEPT SUPPL-PD,207;CITIBANK N.A.,DEPT SUPP ADM,565.48;CLARK PRINTING LLC,DEPT SUPP ADM,464;COLONIAL LIFE & ACCIDENT INSURANCE COMPANY,SUPPLEMENTAL LIFE INS,22.75;CONSOLIDATED MANAGEMENT COMPANY,SCHOOLS & CONF-PD,127.56; CONTRACTORS MATERIALS INC.,SUPP - INVERTED PAINT,92.31;CORE & MAIN LP,METERS,2880.15;CRESCENT ELECT. SUPPLY COMP INC,DEPARTMENT SUPPLIES-REC,137.03;CROELL INC,CONCRETE FOR STREET REPAIR,1820.87;DAS STATE ACCOUNTING-CENTRAL FINANCE,MONTHLY LONG DISTANCE,95.55;DISC GOLF ASSOCIATION INC,DEPARTMENTSUPPLIES-REC,8651.07;ELLIOTTEQUIPMENT COMPANY INC.,EQUIPMENT MAINTENANCE-SAN,20948;ENVIRONMENTAL ANALYSIS SOUTH, INC,CONTRACTUAL SVC,919;ESSENTIAL FUEL LLC STORE #003,VEH MAINT-PD,602; FAT BOYS TIRE AND AUTO,EQUIP MAINT CEM,56.99; FEDERAL EXPRESS CORPORATION,POSTAGE,182.24; FRANCISCO'S BUMPER TO BUMPER INC,TOW SERVICE-PD,170;GENERAL TRAFFIC CONTROLS, INC,TRAFFIC SIGNAL EQUIP: YELLOW VISORS, POLES,2446;GERING MULITPURPOSE SENIOR CENTER,CONTRACTUAL,1000;GO LAW ENFORCEMENT LLC,POL.OFFICER JOB POSTING,80;GRAY TELEVISION GROUP INC,CONTRACTUAL SVC,2095; HAWKINS, INC.,CHEMICALS,6002.09;HD SUPPLY FACILITIES MAINTENANCE LTD,DEPT SUP,2281.4;HOASOLUTIONS, INC,EQUIP MAINT,778.6;HULLINGER GLASS & LOCKS INC.,DEPT SUPP PARK,2.75;IDEAL LAUNDRY AND CLEANERS, INC.,DEPARTMENT SUPPLIES-SAN,482.15;INDEPENDENT PLUMBING AND HEATING, INC,EQUIPMENT MAINTENANCE-REC,6128.38; INGRAM LIBRARY SERVICES INC,COLL.,1163.88;INTERNAL REVENUE SERVICE,WITHHOLDINGS,73565.57;INTRALINKS, INC,DATTO ALTO-JULY2022 (WA/ADM/POL),2417; J & A TRAFFIC PRODUCTS, LLC,TELESPAR POSTS & ANCHORS,2061.25; J G ELLIOTT CO.INC.,NOTARY BOND - REGAN WALFORD,70;JOHN DEERE FINANCIAL,ROUNDUP, AMINE,396.43;JOHN DEERE FINANCIAL,DEPT SUPP PARK,73.02; JOHN DEERE FINANCIAL,EQUIP MAINT PARK,4510.7; LEAL NOHEMI,CONSULTING-PD,110; LORE BRIAN & LORI,CONTRACTUAL,1200; L-TRON CORPORATION,EQUIP MAINT-PD,78; MATTHEW M. HUTT,PRE EMPL.EVAL. - K.JOHNSON,450; MENARDS, INC,DEPT SUP WTR,1833.96; MIDWEST MACHINERY & SUPPLY CO,SUPP - CABLE POSTS & J BOLTS,1354.07; NATIONAL TELEPHONE MESSAGE CORP,DEPT SUPPL-PD,252.22;NE CHILD SUPPORT PAYMENT CENTER,NE CHILD SUPPORT PYBLE,1569.1;NE DEPT OF ENVIRONMENTAL QUALITY,LICENSES & PERMITS,450;NE DEPT OF REVENUE,WITHHOLDINGS JULY 2022,45714.24; NE LAW ENFORCEMENT TRAINING CENTER,K9SWATCAMPPD,1051;NEBRASKAPUBLICPOWERDISTRICT,ELECTRICITY,27411.33 ; NORTHWEST PIPE FITTINGS, INC. OF SCOTTSBLUFF,GROUND MAINT PARK,101.51; OREGON TRAIL PLUMBING, HEATING & COOLING INC,EQUIP MAINT ADM,428;PANHANDLE CONCRETE PRODUCTS, INC,DEPT SUP,684.8;PANHANDLE ENVIRONMENTALSERVICESINC,SAMPLES,385;PANHANDLEHUMANESOCIETY,CONTRACT UAL,5491.33;PEPSICOLAOFWESTERNNEBRASKA,LLC,CONCSSIONSSUPPLIESEC,664.2;PLAT TE VALLEY BANK,HEALTH SAVINGS ACCOUNT,9711.29; POWER SCREENING LLC,EQUIPMENT,8500; PRAISE WINDOWS INC,EQUIP. MAIN.,350;QUILL CORPORATION,DEPT SUPPL-PD,290.15;REAMS SPRINKLER SUPPLY CO.,EQUIP MAINT CEM,139.16;REGIONAL CARE INC,CLAIMS,120868.52; REGIONAL WEST MEDICAL CENTER,CPR CARDS,85;REGISTER OF DEEDS,LEGAL,40; RODRIGUEZ JOSE R,TOW SERVICE-PD,395;ROSITA'S,DEPT SUPP ED,298;S M E C,EMPLOYEE DEDUCTION,164.77;SCB

FIREFIGHTERS UNION LOCAL 1454, FIRE EE DUES, 300; SCB IBEW 1597 UNION DUES, SCB IBEW 1597 UNION DUES, 428.32; SCHWARTZ JENNIFER, TREE REBATE, 147.5; SCOTT WALTON, EQUIPMENT MAINTENANCE-SAN, 827.5; SCOTTSBLUFF MOTOR CO, INC, HIDA CAR LEASE, 375; SCOTTSBLUFF POLICE OFFICERS ASSOCIATION, POLICE EEDUES, 936; SCOTTSBLUFF SCREENPRINTING & EMBROIDERY, LLC, UNIFORMS & CLOTHING, 157.29; SHERWIN WILLIAMS, GLASS BEADS FOR PAINT STRIPING, 1590; SIMON CONTRACTORS, CONCRETE FOR STREET REPAIR, 2494.2; SKILES INDUSTRIES INC., LB840 FUNDS - ED ASSISTANCE AGREEMENT, 100000; SMITH LAND COMPANY, LLC, OPTION-LAND PURCHASE (AQUATICS CENTER), 5000; SNELL SERVICES INC., ELECTRICAL PARK, 1375.33; STATE FIRE MARSHALL, FIREFIGHTER I AND II - SITTNER, 100; STATE HEALTH LAB, SAMPLES, 293; STATE OF NE., CONTRACTUAL-PD, 315; UNION BANK & TRUST, RETIREMENT, 43726.71; US BANK, GROUND MAINT PARK, 8292.05; WALMART, DEP. SUP., 298.99; WYOMING CHILD SUPPORT ENFORCEMENT, CHILD SUPPORT, 738.08; ZM LUMBER CO CAPITAL ONE TRADE CREDIT, GROUND MAINT PARK, 91.69; REFUNDS; JEANIE WILLIAMS, 8.59; WESTERN TRAVEL TERMINAL, 237.71; WESTERN TRAVEL TERM-CAR WASH, 508.36; WILLIAM C STEELE, 32.59; HAGEN E GUZMAN, 2.74; MERIDIAN TRUST FEDERAL CREDIT UNION, 3.07; JENNA GRIFFEE, 10.46; ROCKSTEP UPTOWN SCOTTSBLUFF, 203.02; ERIC A SIMMONS 128.28.

Mayor McKerrigan opened the public hearing at 6:02 p.m. to consider making a recommendation to the Nebraska Liquor Control Commission regarding a Class C Liquor License for Powerhouse on Broadway, LLC d/b/a Powerhouse Social, 1721 Broadway, Scottsbluff, NE.

Ms. Kerri Schaff, Liquor License Manager Applicant approached Council to answer questions. Ms. Schaff explained they are currently under construction on the first floor, where they will be putting in a restaurant. They will have indoor and outdoor seating and a reserved area. The second-floor area is office space and they are hoping to do catering for the restaurant in a conference room also located on that floor. The third floor has been gutted and will house six long term stay apartments and the fourth floor will include a penthouse residential space.

Police Chief Kevin Spencer came forward and explained part of his job being on the Police Department is to make sure the applicant is fit, willing, and able to hold a liquor license. There was nothing to report and both Mr. and Mrs. Schaff also did appear before the Liquor License Investigatory Board, however a quorum was not held to be able to send a recommendation to Council. The conversation was very favorable though. They are hiring a company, Hotel Equities, who will manage and hire the employees. This is the same company who manages the Fairfield, which is another business owned by the Schaff's.

The following exhibits presented on behalf of the City Council were entered into record: 1) Powerhouse on Broadway, LLC d/b/a Powerhouse Social Liquor License Application; 2) City Council check list for section §53-132 cum. supp. 2016; 3) written statement of Police Chief Kevin Spencer dated July 29, 2022; 4) written statement of City Clerk dated August 1, 2022; 5) written statement of Development Services dated July 12, 2022.

There were no comments from the public. Mayor McKerrigan closed the public hearing at 6:07 p.m.

Council Member Colwell moved, seconded by Council Member Scanlan to send a positive recommendation to the Nebraska Liquor Control Commission regarding a Class C Liquor License for

Powerhouse on Broadway, LLC d/b/a Powerhouse Social, pursuant to Nebraska §53-132 (2)a, (2)b, (2)c, and (2)d , NE and also sending a positive recommendation naming Kerri H. Schaff as the Liquor License Manager, “YEAS,” Green, Lerma, Scanlan, McKerrigan, and Colwell. “NAYS,” None. Absent: None.

RESOLUTION NO. 22-08-01

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

1. On August 1, 2022 the matter of the application of a Class C liquor license for Powerhouse on Broadway, LLC d/b/a Powerhouse Social, 1721 Broadway, Scottsbluff, NE 69361 came on for consideration by the Council. The following exhibits were offered and received:

Exhibit 1 - Application of Class C liquor license for Powerhouse on Broadway, LLC d/b/a Powerhouse Social, 1721 Broadway, Scottsbluff, NE 69361
Exhibit 2 - City Council Check List for Section 53-132 (Reissue 2016)
Exhibit 3 - Written statement of Police Chief dated July 28, 2022
Exhibit 4 - Written statement of City Clerk dated August 1, 2022
Exhibit 5 - Written statement of Development Services Department dated July 12, 2022
2. Witnesses were sworn and testimony was received in support of the application at the public hearing on this date from Kerri Schaff, Manager; Police Chief Kevin Spencer spoke on behalf of the City.
3. Upon consideration of the evidence and the criterion to be considered by the City Council pursuant to law, the City Council finds as follows:
 - a. Applicant has demonstrated a fitness, willingness, and ability to properly serve or sell liquor in conformance to the rules and regulations of the Nebraska Liquor Control Act.
 - b. Applicant has met its burden with regard to the check list provided by Section 53-132 R.R.S. (2016) and demonstrates a willingness and ability to properly serve or sell liquor in conformance to the rules and regulations of the Nebraska Liquor Control Act and its management and control appears to be sufficient to insure compliance with such rules and regulations.
4. By reason of the above, the Applicant has met the burden of proof and persuasion in producing evidence pertaining to the criterion prescribed in the Nebraska Statutes.
Based on the above findings, the City Council approves the application and recommends to the Nebraska Liquor Control Commission that a Retail Class C liquor license be issued for Powerhouse on Broadway, LLC d/b/a Powerhouse Social, at the premises described in the application.
5. The City Clerk shall transmit a copy of this Resolution to the Commission.
6. Cost of publication: \$18.10.

Passed and approved this 1st day of August 2022.

Mayor

ATTEST:

City Clerk

“seal”

Mayor McKerrigan opened the public hearing at 6:08 p.m. to consider making a recommendation to the Nebraska Liquor Control Commission regarding a Class C Liquor License for BR Entertainment, LLC d/b/a Hight’s Tavern, 20 West 18th Street, Scottsbluff, NE.

Mr. Benjamín Rodríguez III, Liquor License Manager Applicant, came forward to answer questions regarding the license. Mr. Rodriguez explained they have a camera system in place; they will ID anyone who orders alcohol and the overstock is kept under lock and key. They have also taken the TIPS training offered by the State Patrol.

Police Chief Spencer also came forward and stated there is nothing to report to disqualify this license. He is impressed with their processes and mentioned that their current employees have been there at least 10 years, adding the Rodriguez family did receive a positive recommendation from the Liquor License Investigatory Committee at their meeting on July 20th.

The following exhibits presented on behalf of the City Council were entered into record: 1) BR Entertainment, LLC d/b/a Hight’s Tavern Liquor License Application; 2) City Council check list for section §53-132 cum. supp. 2016; 3) written statement of Police Chief Kevin Spencer dated July 29, 2022; 4) written statement of City Clerk dated August 1, 2022; 5) written statement of Development Services dated July 13, 2022

There were no comments from the public. Mayor McKerrigan closed the public hearing at 6:12 p.m.

Council Member Colwell made a motion, seconded by Council Member Lerma to send a positive recommendation to the Nebraska Liquor Control Commission regarding a Class C Liquor License for BR Entertainment, LLC d/b/a Hight’s Tavern, pursuant to Nebraska §53-132 (2)a, (2)b, (2)c, and (2)d , NE and also sending a positive recommendation naming Benjamin Rodriguez III as the Liquor License Manager, “YEAS,” Scanlan, McKerrigan, Lerma, Colwell, and Green. “NAYS,” None. Absent: None.

RESOLUTION NO. 22-08-02

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

2. On August 1, 2022 the matter of the application of a Class C liquor license for BR Entertainment, LLC, d/b/a Hight's Tavern, 20 West 18th Street, Scottsbluff, NE 69361 came on for consideration by the Council. The following exhibits were offered and received:

Exhibit 1 - Application of Class C liquor license for BR Entertainment, LLC d/b/a High's Tavern, 20 West 18th Street, Scottsbluff, NE 69361

Exhibit 2 - City Council Check List for Section 53-132 (Reissue 2016)

Exhibit 3 - Written statement of Police Chief dated July 28, 2022

Exhibit 4 - Written statement of City Clerk dated August 1, 2022

Exhibit 5 - Written statement of Development Services Department dated July 13, 2022

3. Witnesses were sworn and testimony was received in support of the application at the public hearing on this date from Benjamin Rodriguez, III, Manager; Police Chief Kevin Spencer spoke on behalf of the City.
7. Upon consideration of the evidence and the criterion to be considered by the City Council pursuant to law, the City Council finds as follows:
 - a. Applicant has demonstrated a fitness, willingness, and ability to properly serve or sell liquor in conformance to the rules and regulations of the Nebraska Liquor Control Act.
 - c. Applicant has met its burden with regard to the check list provided by Section 53-132 R.R.S. (2016) and demonstrates a willingness and ability to properly serve or sell liquor in conformance to the rules and regulations of the Nebraska Liquor Control Act and its management and control appears to be sufficient to insure compliance with such rules and regulations.
8. By reason of the above, the Applicant has met the burden of proof and persuasion in producing evidence pertaining to the criterion prescribed in the Nebraska Statutes. Based on the above findings, the City Council approves the application and recommends to the Nebraska Liquor Control Commission that a Retail Class C liquor license be issued for BR Entertainment, LLC d/b/a Hight's Tavern, at the premises described in the application.
9. The City Clerk shall transmit a copy of this Resolution to the Commission.
10. Cost of publication: \$17.58.

Passed and approved this 1st day of August 2022.

Mayor

ATTEST:

City Clerk

“seal”

Mr. Zach Glaubius, Planning Administrator, approached Council regarding the first reading of the Ordinance regarding the Vacation Plat of Lot 1B, Block 10, Imperial Subdivision located at 1501 East Overland Drive. Mr. Glaubius explained that at the July Planning Commission meeting a positive recommendation was made on the Vacation of Lot 1B Block 10. Per Code 21-168 a plat can only be replated twice; this would be the third replat of this area so it needs to be vacated prior to replating, which is the next agenda item. Staff is requesting the waiving of the three readings of the Ordinance so action can be taken on the Resolution regarding the final plat of Orphan Motors.

Council introduced the Ordinance regarding the Vacation Plat of Lot 1B, Block 10, Imperial Subdivision and was read by title on first reading: **AN ORDINANCE OF THE CITY OF SCOTTSBLUFF, NEBRASKA VACATING LOT 1B, BLOCK 10, IMPERIAL SUBDIVISION, A REPLAT OF LOT 1A, BLOCK 10, IMPERIAL SUBDIVISION, A REPLAT OF LOTS 1, 2 AND 3, BLOCK 10, IMPERIAL SUBDIVISION ADDITION TO THE CITY OF SCOTTSBLUFF SITUATED IN THE SOUTHWEST QUARTER OF THE SOUTHEAST QUARTER OF SECTION 24, TOWNSHIP 22 NORTH, RANGE 55 WEST OF THE 6TH P.M., SCOTTS BLUFF COUNTY, NEBRASKA, PROVIDING FOR AN EFFECTIVE DATE AND PROVIDING FOR PUBLICATION IN PAMHLET FORM.**

Council Member Scanlan moved that the statutory rule regarding the Ordinance for the Vacation Plat of Lot 1B, Block 10, Imperial Subdivision to be read by title on three different days be suspended. The motion was seconded by Council Member Lerma, "YEAS," Lerma, Colwell, McKerrigan, Green, and Scanlan. "NAYS," None. Absent: None

Council Member Scanlan moved to adopt Ordinance No. 4283 regarding the Vacation Plat of Lot 1B, Block 10, Imperial Subdivision. This was seconded by Council Member Lerma, "YEAS," McKerrigan, Green, Colwell, Scanlan, and Lerma. "NAYS," None. Absent: None.

Council Member Scanlan made a motion to approve the Final Plat of Orphan Motors Subdivision located at 1501 East Overland Drive and authorize the Mayor to sign Resolution No. 22-08-03, "YEAS," Colwell, Scanlan, Green, Lerma, and McKerrigan. "NAYS," None. Absent: None.

RESOLUTION NO. 22- 08-03

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

WHEREAS, BE IT RESOLVED, the final plat of Lots 1 and 2, Block 1, Orphan Motors Subdivision, an addition to the City of Scottsbluff, Nebraska, situated in the Southwest Quarter of the Southeast Quarter of Section 24, Township 22 North, Range 55 West of the 6th P.M., Scotts Bluff County, Nebraska, dated June 30, 2022, duly made, acknowledged and certified, is approved and the Mayor is authorized to sign the Final Plat on behalf of the City of Scottsbluff, Nebraska. Such final plat is ordered to be filed and recorded in the office of the Register of Deeds, Scotts Bluff County, Nebraska.

Passed and approved this 1st day of August, 2022.

Mayor

ATTEST:

City Clerk

Mr. Mark Bohl, Public Works Director, came forward to present the Resolution signifying the City's final acceptance of the project construction of Scottsbluff Monument Valley Pathway North. Mr. Bohl explained this is the final acceptance of the Pathway. It signifies everything has been completed; this is the final step of the acceptance of the project.

Council thanked Mr. Bohl and his staff for their hard work and dedication of completing this 12-year project.

Council Member Scanlan moved, seconded by Council Member Lerma to approve Resolution No. 22-08-04 signifying the City's final acceptance of the project construction of Scottsbluff Monument Valley Pathway North and authorize the Mayor to sign the Resolution, "YEAS," Scanlan, McKerrigan, Lerma, Cowell, and Green. "NAYS," None. Absent: None.

RESOLUTION

FINAL ACCEPTANCE OF PROJECT CONSTRUCTION

City of Scottsbluff

Resolution No. 22-08-04

Whereas: City of Scottsbluff (City) and State entered into an LPA Program Agreement for State to assist City in the development and construction of an LPA Federal-aid transportation project;

Whereas: The project construction has been tentatively accepted and the State, on LPA's behalf, has recommended that the project is ready for final acceptance;

Whereas: The LPA Program Agreement requires the city to review and formally approve State's recommendation that the project is ready for final acceptance;

Whereas: City has reviewed the State's recommendation and agrees that the project has been constructed according to the plans, specifications and any change order(s) and that the construction is ready for final acceptance;

Whereas: City believes that the traffic control and permanent signs on the project are appropriate, have been properly placed and are acceptable to the City.

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

The Mayor, Jeanne McKerrigan, is hereby authorized to sign the bottom of this resolution and submit it to the State signifying the City's final acceptance of the project construction.

The permanent signing and traffic control on the project are appropriate, have been properly placed and are acceptable to City. The City hereby accepts maintenance of the project and agrees to meet all environmental and other commitments related to the project.

NDOR Project Number: ENH-79(42)

NDOR Control Number: 51512

NDOR Project Description: Scottsbluff Monument Valley Pathway North

Adopted this 1st day of August, 2022 at Scottsbluff, Nebraska.
(Month) (Year)

The City Council of the City of Scottsbluff, Nebraska

Jeanne McKerrigan	Jordan Colwell
Nathan Green	Angela Scanlan
Selina Lerma	

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

CITY OF SCOTTSBLUFF
JEANNE MCKERRIGAN, MAYOR

Mayor

Attest:

City Clerk Signature

Regarding the Agreement with U and U Trucking, LLC for transportation of recyclables, Mr. Bohl again came forward and explained that earlier this year we advertised for bids for a hauler to take our recyclables to Colorado. Unfortunately, during that time we did not receive any bids, so the City reached out to two haulers to see if they would be interested. U and U Trucking, LLC put in the lowest bid at \$1,103/trip. He added we do two to three trips per year to Commerce City to take electronics; recyclables about two to three times per month. Mr. Bohl also asked if Council approves the Agreement, they do it on the contingency that the city clerk receive the insurance paperwork before any loads can be taken.

Council Member Colwell moved to approve the Agreement with U and U Trucking, LLC for transportation of recyclables with the condition we receive the Certificate of Insurance and that it complies with the Agreement. The motion was seconded by Council Member Lerma, "YEAS," McKerrigan, Green, Colwell, Scanlan, and Lerma. "NAYS," None. Absent: None.

Under Council Reports, Mr. Spencer gave an update on the 911 Advisory Board Meeting. Mayor McKerrigan attended a Tri City Active Advisory meeting. They discussed the Pathway and signage. She also attended an Inclusive Communities meeting.

Council Member Colwell moved to adjourn the meeting at 6:28 p.m. It was seconded by Council Member Scanlan, "YEAS," Colwell, Scanlan, Green, Lerma, and McKerrigan.

Mayor

Attest:

City Clerk

City of Scottsbluff, Nebraska

Monday, August 15, 2022

Regular Meeting

Item Consent3

Council to set a public hearing for August 29, 2022 at 12:00 p.m. for the purpose of hearing support, opposition, criticism, suggestions or observations of taxpayers relating to the FY 2022-2023 budget.

Staff Contact: Liz Loutzenhiser, Finance Director

City of Scottsbluff, Nebraska

Monday, August 15, 2022

Regular Meeting

Item Consent4

Council to set a public hearing for September 6, 2022 at 6:00 p.m. for authorizing the final tax request for the 2022-2023 year at a different amount than the prior year request.

Staff Contact: Liz Loutzenhiser, Finance Director

City of Scottsbluff, Nebraska

Monday, August 15, 2022

Regular Meeting

Item Consent5

Council to approve the Plans and Specifications for the UV Lining and improvements to the 30" sewer main at the Wastewater Treatment Plant and authorize the city clerk to advertise for bids to be received on September 7, 2022 at 10:00 a.m.

Staff Contact: Lynn Garton, Wastewater Supervisor

Agenda Statement

Meeting Date: August 15, 2022

AGENDA TITLE: Council to consider approval of Plans and Specifications for the UV Lining and improvements to the 30" sewer main at the Wastewater Treatment Plant and authorize the City Clerk to advertise for bids to be received on September 7, 2022 at 10:00 a.m.

SUBMITTED BY DEPARTMENT/ORGANIZATION: Public Works

PRESENTATION BY: Consent

SUMMARY EXPLANATION: This relining project is to repair/rehabilitate the 30" influent sewer main at the treatment plant where we've experienced main breaks. The Plans and Specifications are for the UV lining of 565 feet of 30" inch sewer main, rehabilitation of 3 manholes and the installation of a slide gate on an existing diversion box. Bypass pumping and dewatering will be required to complete the project.

BOARD/COMMISSION RECOMMENDATION:

STAFF RECOMMENDATION: Staff requests that Council approve the Plans and Specifications and authorize the City Clerk to advertise for bids to be received on September 7, 2022 at 10:00 a.m.

EXHIBITS

Resolution ☐

Ordinance ☐

Contract ☐

Minutes ☐

Plan/Map ☐

Please provide all visual presentation materials.

Other (specify) ☒ Plans and Specifications

NOTIFICATION LIST: Yes ☐ No ☐ Further Instructions ☐

City of Scottsbluff
Office of the City Manager

Effective date: January 20, 2017

**Advertisement for Bids
Scottsbluff WWTF Trunk Line Lining**

Owner: City of Scottsbluff

Address: 2525 Circle Drive, Scottsbluff, NE 69361

Separate sealed Bids for the UV lining of approximately 565 lineal feet of 30-inch sanitary sewer main, rehabilitation of three manholes, bypass pumping, dewatering plan, and installation of a slide gate on an existing diversion box shall be received by Kimberley Wright, City Clerk at the City Office, 2525 Circle Drive, Scottsbluff, NE 69361 until 10:00 AM, (Local Time) September 7, 2022; and then at said office publicly opened and read aloud.

The Contract Documents may be examined at the following locations:

City of Scottsbluff
2525 Circle Drive
Scottsbluff, NE 69361

M.C. Schaff & Associates
818 South Beltline Highway East
Scottsbluff, NE 69361

Copies of the Contract Documents may be obtained at the office of M.C. Schaff & Associates located at 818 South Beltline Highway East, Scottsbluff, NE 69361 upon payment of \$25.00 for each set, none of which will be refunded.

/s/ Kimberley Wright
City Clerk

Publish three times:
08/19/2022; 08/26/2022; 09/02/2022

One affidavit of publication requested.

City of Scottsbluff, Nebraska

Monday, August 15, 2022

Regular Meeting

Item Consent6

Council to approve the bid specifications for the repair of hail damage at the Library, Cemetery and Misc Facilities located throughout the City and authorize the city clerk to advertise for bids to be received by September 7, 2022 at 2:00 p.m.

Staff Contact: Kim Wright, City Clerk

Advertisement for Bids
City of Scottsbluff Library, Cemetery and Misc Facilities Hail Damage Repair

Owner: City of Scottsbluff
Address: 2525 Circle Drive, Scottsbluff, NE 69361

Sealed Bids for the repair of hail damage at the Library, Cemetery and Misc Facilities located throughout the City of Scottsbluff, will be received by Kimberley Wright, City Clerk at City Hall, 2525 Circle Drive, Scottsbluff, Nebraska or at M.C. Schaff & Associates 818 S. Beltline Hwy East, Scottsbluff, Nebraska until 2:00 P.M., (Local Time) September 07, 2022, and then at said office publicly opened and read aloud.

The Contract Documents may be examined at the following locations:
City of Scottsbluff
2525 Circle Drive
Scottsbluff, NE 69361

M.C. Schaff & Associates
818 South Beltline Highway East
Scottsbluff, NE 69361

Copies of the Contract Documents may be obtained at the office of M.C. Schaff & Associates located at 818 South Beltline Highway East, Scottsbluff, NE 69361 upon payment of \$25.00 for each set, none of which will be refunded.

/s/ Kimberley Wright
City Clerk

Publish three times:
08/19/2022, 08/26/2022, 09/02/2022
One affidavit of publication requested

City of Scottsbluff, Nebraska

Monday, August 15, 2022

Regular Meeting

Item Consent7

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 8/2/2022 - 8/15/2022

Description (Payable)	Account Name	Amount
Vendor: 00743 - 3M COMPANY		
Fund: 212 - STREETS		
PAVEMENT MARKING TAPE, AR...	STREET REPAIR SUPPLIES	3,633.53
Fund 212 - STREETS Total:		3,633.53
Vendor 00743 - 3M COMPANY Total:		3,633.53
Vendor: 00460 - ACCELERATED RECEIVABLES SOLUTIONS		
Fund: 713 - CASH & INVESTMENT POOL		
WAGE ATTACHEMENT	WAGE ATTACHMENT EE PAY	292.25
Fund 713 - CASH & INVESTMENT POOL Total:		292.25
Vendor 00460 - ACCELERATED RECEIVABLES SOLUTIONS Total:		292.25
Vendor: 00393 - ACTION COMMUNICATIONS INC.		
Fund: 111 - GENERAL		
EQUIP MAINT PARK	EQUIPMENT MAINTENANCE	116.66
Fund 111 - GENERAL Total:		116.66
Vendor 00393 - ACTION COMMUNICATIONS INC. Total:		116.66
Vendor: 02583 - ADVANCE AUTO PARTS		
Fund: 621 - ENVIRONMENTAL SERVICES		
EQUIP MAINT	EQUIPMENT MAINTENANCE	7.88
Fund 621 - ENVIRONMENTAL SERVICES Total:		7.88
Fund: 631 - WASTEWATER		
EQUIP MAINT	EQUIPMENT MAINTENANCE	7.87
Fund 631 - WASTEWATER Total:		7.87
Vendor 02583 - ADVANCE AUTO PARTS Total:		15.75
Vendor: 09021 - AIRGAS USA, LLC		
Fund: 621 - ENVIRONMENTAL SERVICES		
Department Supplies-SAN	DEPARTMENT SUPPLIES	65.40
Fund 621 - ENVIRONMENTAL SERVICES Total:		65.40
Vendor 09021 - AIRGAS USA, LLC Total:		65.40
Vendor: 05887 - ALLO COMMUNICATIONS,LLC		
Fund: 111 - GENERAL		
LOCAL TELEPHONE CHARGES	PHONE & INTERNET	241.55
LOCAL TELEPHONE CHARGES	PHONE & INTERNET	71.82
LOCAL TELEPHONE CHARGES	PHONE & INTERNET	35.25
LOCAL TELEPHONE CHARGES	PHONE & INTERNET	38.25
LOCAL TELEPHONE CHARGES	PHONE & INTERNET	160.00
LOCAL TELEPHONE CHARGES	PHONE & INTERNET	143.65
LOCAL TELEPHONE CHARGES	PHONE & INTERNET	331.01
LOCAL TELEPHONE CHARGES	PHONE & INTERNET	1,215.15
LOCAL TELEPHONE CHARGES	PHONE & INTERNET	428.79
LOCAL TELEPHONE CHARGES	PHONE & INTERNET	236.19
LOCAL TELEPHONE CHARGES	PHONE & INTERNET	39.13
Fund 111 - GENERAL Total:		2,940.79
Fund: 212 - STREETS		
LOCAL TELEPHONE CHARGES	PHONE & INTERNET	458.56
Fund 212 - STREETS Total:		458.56
Fund: 213 - CEMETERY		
LOCAL TELEPHONE CHARGES	PHONE & INTERNET	71.82
Fund 213 - CEMETERY Total:		71.82

Expense Approval Report

Post Dates: 8/2/2022 - 8/15/2022

Description (Payable)	Account Name	Amount
Fund: 224 - ECONOMIC DEVELOPMENT		
LOCAL TELEPHONE CHARGES	PHONE & INTERNET	104.74
Fund 224 - ECONOMIC DEVELOPMENT Total:		104.74
Fund: 621 - ENVIRONMENTAL SERVICES		
LOCAL TELEPHONE CHARGES	PHONE & INTERNET	168.21
Fund 621 - ENVIRONMENTAL SERVICES Total:		168.21
Fund: 631 - WASTEWATER		
LOCAL TELEPHONE CHARGES	PHONE & INTERNET	158.03
Fund 631 - WASTEWATER Total:		158.03
Fund: 641 - WATER		
LOCAL TELEPHONE CHARGES	PHONE & INTERNET	150.24
Fund 641 - WATER Total:		150.24
Fund: 661 - STORMWATER		
LOCAL TELEPHONE CHARGES	PHONE & INTERNET	34.12
Fund 661 - STORMWATER Total:		34.12
Fund: 721 - GIS SERVICES		
LOCAL TELEPHONE CHARGES	PHONE & INTERNET	35.25
Fund 721 - GIS SERVICES Total:		35.25
Vendor 05887 - ALLO COMMUNICATIONS,LLC Total:		4,121.76
Vendor: 00295 - B & H INVESTMENTS, INC		
Fund: 111 - GENERAL		
Dep. Sup. -LIBRARY	DEPARTMENT SUPPLIES	49.50
BLDG MAINT-PD	BUILDING MAINTENANCE	13.25
BLDG MAINT-PD	BUILDING MAINTENANCE	13.25
Dep. Sup. - LIBRARY	DEPARTMENT SUPPLIES	72.50
BLDG MAINT-PD	BUILDING MAINTENANCE	7.50
BLDG MAINT-PD	BUILDING MAINTENANCE	7.50
Dep. Sup. -LIBRARY	DEPARTMENT SUPPLIES	80.00
Fund 111 - GENERAL Total:		243.50
Fund: 212 - STREETS		
SUPP - WATER	DEPARTMENT SUPPLIES	27.50
SUPP - WATER	DEPARTMENT SUPPLIES	35.50
SUPP - WATER	DEPARTMENT SUPPLIES	19.50
SUPP - WATER	DEPARTMENT SUPPLIES	68.00
Fund 212 - STREETS Total:		150.50
Fund: 621 - ENVIRONMENTAL SERVICES		
DEPT SUP	DEPARTMENT SUPPLIES	5.75
Department Supplies-SAN	DEPARTMENT SUPPLIES	27.50
DEPT SUP	DEPARTMENT SUPPLIES	7.00
DEPT SUP	DEPARTMENT SUPPLIES	10.50
Department Supplies-SAN	DEPARTMENT SUPPLIES	33.33
Fund 621 - ENVIRONMENTAL SERVICES Total:		84.08
Fund: 631 - WASTEWATER		
DEPT SUP	DEPARTMENT SUPPLIES	5.75
DEPT SUP	DEPARTMENT SUPPLIES	7.00
DEPT SUP	DEPARTMENT SUPPLIES	10.50
Fund 631 - WASTEWATER Total:		23.25
Vendor 00295 - B & H INVESTMENTS, INC Total:		501.33
Vendor: 00271 - B&C STEEL CORPORATION		
Fund: 111 - GENERAL		
DEPT SUPP PARK	DEPARTMENT SUPPLIES	11.77
Fund 111 - GENERAL Total:		11.77
Vendor 00271 - B&C STEEL CORPORATION Total:		11.77

Expense Approval Report

Post Dates: 8/2/2022 - 8/15/2022

Description (Payable)	Account Name	Amount
Vendor: 10311 - BEST PLUMBING HEATING & COOLING		
Fund: 111 - GENERAL		
DEPT SUPP PARK	DEPARTMENT SUPPLIES	10.98
Fund 111 - GENERAL Total:		10.98
Vendor 10311 - BEST PLUMBING HEATING & COOLING Total:		10.98
Vendor: 00405 - BLUFFS FACILITY SOLUTIONS		
Fund: 111 - GENERAL		
JANITORIAL SUPP PARK	JANITORIAL SUPPLIES	64.28
XL NITRILE EXAM GLOVES	DEPARTMENT SUPPLIES	133.07
Fund 111 - GENERAL Total:		197.35
Fund: 212 - STREETS		
SUPP - SUNSCREEN	DEPARTMENT SUPPLIES	348.82
Fund 212 - STREETS Total:		348.82
Fund: 621 - ENVIRONMENTAL SERVICES		
Department Supplies-SAN	DEPARTMENT SUPPLIES	194.55
Fund 621 - ENVIRONMENTAL SERVICES Total:		194.55
Vendor 00405 - BLUFFS FACILITY SOLUTIONS Total:		740.72
Vendor: 00735 - CAPITAL BUSINESS SYSTEMS INC.		
Fund: 111 - GENERAL		
CONTRACTUAL-PD	CONTRACTUAL SERVICES	70.04
EQUIP MAINT ADM	EQUIPMENT MAINTENANCE	0.48
Fund 111 - GENERAL Total:		70.52
Vendor 00735 - CAPITAL BUSINESS SYSTEMS INC. Total:		70.52
Vendor: 07911 - CELLCO PARTNERSHIP		
Fund: 111 - GENERAL		
IPADS, CELL PHONES, TABLETS, ...	DEPARTMENT SUPPLIES	42.91
IPADS, CELL PHONES, TABLETS, ...	PHONE & INTERNET	20.04
Fund 111 - GENERAL Total:		62.95
Fund: 212 - STREETS		
IPADS, CELL PHONES, TABLETS, ...	PHONE & INTERNET	1,816.27
Fund 212 - STREETS Total:		1,816.27
Fund: 621 - ENVIRONMENTAL SERVICES		
IPADS, CELL PHONES, TABLETS, ...	PHONE & INTERNET	80.16
Fund 621 - ENVIRONMENTAL SERVICES Total:		80.16
Fund: 631 - WASTEWATER		
CELL PHONES/CONTRACTUAL S...	CONTRACTUAL SERVICES	100.03
CELL PHONES/CONTRACTUAL S...	CELLULAR PHONE	42.91
IPADS, CELL PHONES, TABLETS, ...	PHONE & INTERNET	30.06
Fund 631 - WASTEWATER Total:		173.00
Fund: 641 - WATER		
CELL PHONES/CONTRACTUAL S...	CONTRACTUAL SERVICES	60.01
CELL PHONES/CONTRACTUAL S...	CELLULAR PHONE	42.91
IPADS, CELL PHONES, TABLETS, ...	PHONE & INTERNET	30.06
Fund 641 - WATER Total:		132.98
Fund: 721 - GIS SERVICES		
IPADS, CELL PHONES, TABLETS, ...	PHONE & INTERNET	10.02
Fund 721 - GIS SERVICES Total:		10.02
Vendor 07911 - CELLCO PARTNERSHIP Total:		2,275.38
Vendor: 05859 - CITIBANK, N.A.		
Fund: 111 - GENERAL		
CROWN STAPLES AND OSB - TR...	DEPARTMENT SUPPLIES	58.88
ELECTRICAL CONNECTOR AND P...	DEPARTMENT SUPPLIES	8.51
DEPT SUPP PARK	DEPARTMENT SUPPLIES	85.47
DEPT SUPP PARK	DEPARTMENT SUPPLIES	-5.59
Fund 111 - GENERAL Total:		147.27

Expense Approval Report

Post Dates: 8/2/2022 - 8/15/2022

Description (Payable)	Account Name	Amount
Fund: 212 - STREETS		
FENDER WASH, LAG SCREWS	DEPARTMENT SUPPLIES	-46.00
FENDER WASH & LAG SCREWS	DEPARTMENT SUPPLIES	43.00
SUPP - FENDER WASH, LAG SCR...	DEPARTMENT SUPPLIES	46.00
Fund 212 - STREETS Total:		43.00
Fund: 213 - CEMETERY		
DEPT SUPP CEM	DEPARTMENT SUPPLIES	13.94
DEPT SUPP CEM	DEPARTMENT SUPPLIES	130.00
Fund 213 - CEMETERY Total:		143.94
Vendor 05859 - CITIBANK, N.A. Total:		334.21
Vendor: 00484 - CITY OF GERING		
Fund: 111 - GENERAL		
GRUND MAINT PARK	GROUNDS MAINTENANCE	22.97
Fund 111 - GENERAL Total:		22.97
Fund: 621 - ENVIRONMENTAL SERVICES		
Disposal Fees-SAN	DISPOSAL FEES	42,525.75
Fund 621 - ENVIRONMENTAL SERVICES Total:		42,525.75
Vendor 00484 - CITY OF GERING Total:		42,548.72
Vendor: 00706 - COMPUTER CONNECTION INC		
Fund: 111 - GENERAL		
CONTRACTUAL-PD	CONTRACTUAL SERVICES	44.00
Fund 111 - GENERAL Total:		44.00
Vendor 00706 - COMPUTER CONNECTION INC Total:		44.00
Vendor: 02995 - CONSOLIDATED MANAGEMENT COMPANY		
Fund: 111 - GENERAL		
SCHOOLS & CONF-PD	SCHOOL & CONFERENCE	79.50
SCHOOLS & CONF-PD	SCHOOL & CONFERENCE	79.50
Fund 111 - GENERAL Total:		159.00
Vendor 02995 - CONSOLIDATED MANAGEMENT COMPANY Total:		159.00
Vendor: 00267 - CONTRACTORS MATERIALS INC.		
Fund: 111 - GENERAL		
GROUND MAINT PARK	GROUNDS MAINTENANCE	42.14
Fund 111 - GENERAL Total:		42.14
Fund: 212 - STREETS		
SUPP - EXP. JOINT	STREET REPAIR SUPPLIES	147.00
SUPP - HAND FLOATS	DEPARTMENT SUPPLIES	46.79
STROBE LITE	VEHICLE MAINTENANCE	191.10
Fund 212 - STREETS Total:		384.89
Vendor 00267 - CONTRACTORS MATERIALS INC. Total:		427.03
Vendor: 09824 - CORE & MAIN LP		
Fund: 641 - WATER		
DEPT SUP	DEPARTMENT SUPPLIES	302.76
METERS	METERS	385.53
Fund 641 - WATER Total:		688.29
Vendor 09824 - CORE & MAIN LP Total:		688.29
Vendor: 05709 - CREDIT BUREAU OF COUNCIL BLUFFS		
Fund: 111 - GENERAL		
FEE - JULY 2022	CONSULTING SERVICES	50.00
Fund 111 - GENERAL Total:		50.00
Vendor 05709 - CREDIT BUREAU OF COUNCIL BLUFFS Total:		50.00
Vendor: 09767 - CROELL INC		
Fund: 212 - STREETS		
CONCRETE FOR STREET REPAIR	STREET MAINTENANCE	732.75
CONCRETE FOR STREET REPAIR	STREET MAINTENANCE	315.00

Expense Approval Report

Post Dates: 8/2/2022 - 8/15/2022

Description (Payable)	Account Name	Amount
CONCRETE FOR STREET REPAIR	STREET MAINTENANCE	601.75
Fund 212 - STREETS Total:		1,649.50
Vendor 09767 - CROELL INC Total:		1,649.50
Vendor: 10279 - EAKES INC		
Fund: 111 - GENERAL		
Dep. Sup.	DEPARTMENT SUPPLIES	15.39
Dep. Sup.	DEPARTMENT SUPPLIES	40.17
DEPT SUPP ADM	DEPARTMENT SUPPLIES	17.94
DEPT SUPP HR	DEPARTMENT SUPPLIES	159.96
DEPT SUPP ADM	DEPARTMENT SUPPLIES	23.94
Fund 111 - GENERAL Total:		257.40
Vendor 10279 - EAKES INC Total:		257.40
Vendor: 01003 - ELLIOTT EQUIPMENT COMPANY INC.		
Fund: 621 - ENVIRONMENTAL SERVICES		
Vehicle Maintenance-SAN	VEHICLE MAINTENANCE	186.41
Vehicle Maintenance-SAN	VEHICLE MAINTENANCE	99.73
Fund 621 - ENVIRONMENTAL SERVICES Total:		286.14
Vendor 01003 - ELLIOTT EQUIPMENT COMPANY INC. Total:		286.14
Vendor: 03950 - ENERGY LABORATORIES, INC DEPT 6250		
Fund: 641 - WATER		
SAMPLES	SAMPLES	186.00
Fund 641 - WATER Total:		186.00
Vendor 03950 - ENERGY LABORATORIES, INC DEPT 6250 Total:		186.00
Vendor: 09621 - ENGINEERED CONTROLS INC		
Fund: 111 - GENERAL		
Equip. Main.	EQUIPMENT MAINTENANCE	317.54
Fund 111 - GENERAL Total:		317.54
Vendor 09621 - ENGINEERED CONTROLS INC Total:		317.54
Vendor: 10372 - ESSENTIAL FUEL LLC STORE #003		
Fund: 111 - GENERAL		
VEH MAINT-PD	VEHICLE MAINTENANCE	360.00
Fund 111 - GENERAL Total:		360.00
Fund: 631 - WASTEWATER		
VEHICLE MAINT	EQUIPMENT MAINTENANCE	18.00
VEHICLE MAINT	VEHICLE MAINTENANCE	52.00
EQUIP MAINT	EQUIPMENT MAINTENANCE	36.00
Fund 631 - WASTEWATER Total:		106.00
Fund: 641 - WATER		
VEHICLE MAINT	VEHICLE MAINTENANCE	26.00
Fund 641 - WATER Total:		26.00
Vendor 10372 - ESSENTIAL FUEL LLC STORE #003 Total:		492.00
Vendor: 02460 - FASTENAL COMPANY		
Fund: 212 - STREETS		
PPE - SAFETY VESTS	UNIFORMS & CLOTHING	260.53
Fund 212 - STREETS Total:		260.53
Fund: 621 - ENVIRONMENTAL SERVICES		
Department Supplies-SAN	DEPARTMENT SUPPLIES	387.97
Fund 621 - ENVIRONMENTAL SERVICES Total:		387.97
Vendor 02460 - FASTENAL COMPANY Total:		648.50
Vendor: 07574 - FAT BOYS TIRE AND AUTO		
Fund: 212 - STREETS		
TIRE REPAIR ON WATER TRUCK	VEHICLE MAINTENANCE	65.92
Fund 212 - STREETS Total:		65.92
Vendor 07574 - FAT BOYS TIRE AND AUTO Total:		65.92

Expense Approval Report

Post Dates: 8/2/2022 - 8/15/2022

Description (Payable)	Account Name	Amount
Vendor: 00548 - FEDERAL EXPRESS CORPORATION		
Fund: 641 - WATER		
POSTAGE	POSTAGE	256.32
Fund 641 - WATER Total:		256.32
Vendor 00548 - FEDERAL EXPRESS CORPORATION Total:		256.32
Vendor: 00794 - FLOYD'S TRUCK CENTER SCOTTSBLUFF		
Fund: 212 - STREETS		
WATER VALVE FOR SWEEPER	EQUIPMENT MAINTENANCE	87.55
Fund 212 - STREETS Total:		87.55
Fund: 621 - ENVIRONMENTAL SERVICES		
Vehicle Maintenance-SAN	VEHICLE MAINTENANCE	41.17
Vehicle Maintenance-SAN	VEHICLE MAINTENANCE	139.32
Vehicle Maintenance-SAN	VEHICLE MAINTENANCE	16.28
Vehicle Maintenance-SAN	VEHICLE MAINTENANCE	59.94
Vehicle Maintenance-SAN	VEHICLE MAINTENANCE	180.44
Vehicle Maintenance-SAN	VEHICLE MAINTENANCE	4.62
Vehicle Maintenance-SAN	VEHICLE MAINTENANCE	38.22
Fund 621 - ENVIRONMENTAL SERVICES Total:		479.99
Fund: 631 - WASTEWATER		
EQUIP MAINT	EQUIPMENT MAINTENANCE	727.38
Fund 631 - WASTEWATER Total:		727.38
Vendor 00794 - FLOYD'S TRUCK CENTER SCOTTSBLUFF Total:		1,294.92
Vendor: 00060 - FRANCISCO'S BUMPER TO BUMPER INC		
Fund: 111 - GENERAL		
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	150.00
TOW SERVICE-PD	CONTRACTUAL SERVICES	220.00
TOW SERVICE-PD	CONTRACTUAL SERVICES	220.00
TOW SERVICE-PD	CONTRACTUAL SERVICES	310.00
TOW SERVICE-PD	CONTRACTUAL SERVICES	135.00
Fund 111 - GENERAL Total:		1,645.00
Vendor 00060 - FRANCISCO'S BUMPER TO BUMPER INC Total:		1,645.00
Vendor: 00887 - FYR-TEK INC		
Fund: 111 - GENERAL		
FIRE PUMP - BRUSH 1	EQUIPMENT MAINTENANCE	3,930.50
Fund 111 - GENERAL Total:		3,930.50
Vendor 00887 - FYR-TEK INC Total:		3,930.50
Vendor: 04371 - HAWKINS, INC.		
Fund: 641 - WATER		
CHEMICALS	CHEMICALS	2,961.20
CHEMICALS	CHEMICALS	1,960.81
Fund 641 - WATER Total:		4,922.01
Vendor 04371 - HAWKINS, INC. Total:		4,922.01
Vendor: 04299 - HD SUPPLY FACILITIES MAINTENANCE LTD		
Fund: 641 - WATER		
DEPT SUP	DEPARTMENT SUPPLIES	2,862.10
Fund 641 - WATER Total:		2,862.10
Vendor 04299 - HD SUPPLY FACILITIES MAINTENANCE LTD Total:		2,862.10
Vendor: 00096 - HOLIDAY INN - KEARNEY		
Fund: 631 - WASTEWATER		
SCHOOLS & CONF	SCHOOL & CONFERENCE	249.90

Expense Approval Report

Post Dates: 8/2/2022 - 8/15/2022

Description (Payable)	Account Name	Amount
SCHOOLS & CONF	SCHOOL & CONFERENCE	249.90
Fund 631 - WASTEWATER Total:		499.80
Vendor 00096 - HOLIDAY INN - KEARNEY Total:		499.80
Vendor: 09305 - HONEY WAGON EXPRESS		
Fund: 111 - GENERAL		
CONTRACTUAL PARK	CONTRACTUAL SERVICES	225.00
CONTRACTUAL PARK	CONTRACTUAL SERVICES	225.00
CONTRACTUAL	CONTRACTUAL SERVICES	225.00
CONTRACTUAL	CONTRACTUAL SERVICES	225.00
Fund 111 - GENERAL Total:		900.00
Vendor 09305 - HONEY WAGON EXPRESS Total:		900.00
Vendor: 00299 - HULLINGER GLASS & LOCKS INC.		
Fund: 111 - GENERAL		
Equip. Main.	EQUIPMENT MAINTENANCE	88.00
Fund 111 - GENERAL Total:		88.00
Vendor 00299 - HULLINGER GLASS & LOCKS INC. Total:		88.00
Vendor: 08793 - HYDRONIC WATER MANAGEMENT		
Fund: 111 - GENERAL		
Equip. Main.	EQUIPMENT MAINTENANCE	477.00
Fund 111 - GENERAL Total:		477.00
Vendor 08793 - HYDRONIC WATER MANAGEMENT Total:		477.00
Vendor: 00525 - IDEAL LAUNDRY AND CLEANERS, INC.		
Fund: 111 - GENERAL		
DEPT SUPP ADM	DEPARTMENT SUPPLIES	60.70
Jan. Sup.	JANITORIAL SUPPLIES	99.11
Fund 111 - GENERAL Total:		159.81
Fund: 212 - STREETS		
SUPP - MATS, TOWELS	DEPARTMENT SUPPLIES	54.64
SUPP - MATS, TOWELS	DEPARTMENT SUPPLIES	54.64
Fund 212 - STREETS Total:		109.28
Fund: 621 - ENVIRONMENTAL SERVICES		
Department Supplies-SAN	DEPARTMENT SUPPLIES	123.06
Fund 621 - ENVIRONMENTAL SERVICES Total:		123.06
Vendor 00525 - IDEAL LAUNDRY AND CLEANERS, INC. Total:		392.15
Vendor: 10379 - IMAGINATION PLAYGROUND LLC		
Fund: 111 - GENERAL		
Grant.	DEPARTMENT SUPPLIES	2,735.00
Fund 111 - GENERAL Total:		2,735.00
Vendor 10379 - IMAGINATION PLAYGROUND LLC Total:		2,735.00
Vendor: 00937 - INDEPENDENT PLUMBING AND HEATING, INC		
Fund: 111 - GENERAL		
GROUND MAINT PARK	GROUNDS MAINTENANCE	17.20
Fund 111 - GENERAL Total:		17.20
Fund: 212 - STREETS		
HOT WATER HEATER FOR MOR...	BUILDING MAINTENANCE	805.02
Fund 212 - STREETS Total:		805.02
Fund: 213 - CEMETERY		
DEPT SUPP CEM	DEPARTMENT SUPPLIES	16.80
Fund 213 - CEMETERY Total:		16.80
Vendor 00937 - INDEPENDENT PLUMBING AND HEATING, INC Total:		839.02
Vendor: 09291 - INGRAM LIBRARY SERVICES INC		
Fund: 111 - GENERAL		
Coll.	COLLECTIONS	125.79
Coll.	COLLECTIONS	37.37

Expense Approval Report

Post Dates: 8/2/2022 - 8/15/2022

Description (Payable)	Account Name	Amount
Coll.	COLLECTIONS	41.19
Coll.	COLLECTIONS	61.83
Coll.	COLLECTIONS	28.76
Coll.	COLLECTIONS	75.42
Fund 111 - GENERAL Total:		370.36
Vendor 09291 - INGRAM LIBRARY SERVICES INC Total:		370.36
Vendor: 00733 - INLAND TRUCK PARTS & SERVICE		
Fund: 111 - GENERAL		
AIR CONDITIONER REPAIR - ENG..VEHICLE MAINTENANCE		1,885.26
Fund 111 - GENERAL Total:		1,885.26
Fund: 621 - ENVIRONMENTAL SERVICES		
Vehicle Maintenance-SAN	VEHICLE MAINTENANCE	56.07
Fund 621 - ENVIRONMENTAL SERVICES Total:		56.07
Vendor 00733 - INLAND TRUCK PARTS & SERVICE Total:		1,941.33
Vendor: 08154 - INTERNAL REVENUE SERVICE		
Fund: 713 - CASH & INVESTMENT POOL		
WITHHOLDINGS	MEDICARE W/H EE PAYABLE	4,689.06
WITHHOLDINGS	MEDICARE W/H EE PAYABLE	4,689.06
WITHHOLDINGS	FICA W/H EE PAYABLE	17,316.16
WITHHOLDINGS	FICA W/H EE PAYABLE	17,316.16
WITHHOLDINGS	FED W/H EE PAYABLE	27,950.39
Fund 713 - CASH & INVESTMENT POOL Total:		71,960.83
Vendor 08154 - INTERNAL REVENUE SERVICE Total:		71,960.83
Vendor: 08525 - INTRALINKS, INC		
Fund: 111 - GENERAL		
CONTR.SERVICES - JUNE 2022	CONTRACTUAL SERVICES	3,420.00
DATTO ALTO - JULY 2022 LIBR.	CONTRACTUAL SERVICES	218.00
SONIC WALL UPGRADES	DEPARTMENT SUPPLIES	3,840.54
DEPT SUPPL. - CITY CLERK	DEPARTMENT SUPPLIES	49.99
CONTR.SERV - JULY 2022	CONTRACTUAL SERVICES	5,377.50
CONTR.SERV - JULY 2022 POLICE	CONTRACTUAL SERVICES	180.00
CONTR.SERV - JULY 2022 LIBRA...	CONTRACTUAL SERVICES	337.50
DEPT SUPPLIES	DEPARTMENT SUPPLIES	3,089.37
Fund 111 - GENERAL Total:		16,512.90
Fund: 212 - STREETS		
SONIC WALL UPGRADES	DEPARTMENT SUPPLIES	758.78
Fund 212 - STREETS Total:		758.78
Fund: 213 - CEMETERY		
SONIC WALL UPGRADES	DEPARTMENT SUPPLIES	758.78
Fund 213 - CEMETERY Total:		758.78
Fund: 621 - ENVIRONMENTAL SERVICES		
SONIC WALL UPGRADES	DEPARTMENT SUPPLIES	758.78
Fund 621 - ENVIRONMENTAL SERVICES Total:		758.78
Fund: 641 - WATER		
CONTR.SERVICES - JUNE 2022	CONTRACTUAL SERVICES	202.50
SONIC WALL UPGRADES	DEPARTMENT SUPPLIES	758.78
Fund 641 - WATER Total:		961.28
Fund: 721 - GIS SERVICES		
CONTR.SERVICES - JUNE 2022	CONTRACTUAL SERVICES	157.50
Fund 721 - GIS SERVICES Total:		157.50
Vendor 08525 - INTRALINKS, INC Total:		19,908.02
Vendor: 05696 - INVENTIVE WIRELESS OF NE, LLC		
Fund: 111 - GENERAL		
INTERNET	PHONE & INTERNET	67.95
Fund 111 - GENERAL Total:		67.95

Expense Approval Report

Post Dates: 8/2/2022 - 8/15/2022

Description (Payable)	Account Name	Amount
Fund: 621 - ENVIRONMENTAL SERVICES		
CONTRACTUAL SVC	CONTRACTUAL SERVICES	51.95
Fund 621 - ENVIRONMENTAL SERVICES Total:		51.95
Fund: 631 - WASTEWATER		
CONTRACTUAL SVC	CONTRACTUAL SERVICES	51.95
Fund 631 - WASTEWATER Total:		51.95
Vendor 05696 - INVENTIVE WIRELESS OF NE, LLC Total:		171.85
Vendor: 00192 - J G ELLIOTT CO.INC.		
Fund: 111 - GENERAL		
BOND - SELENA LERMA	BONDING	100.00
Fund 111 - GENERAL Total:		100.00
Vendor 00192 - J G ELLIOTT CO.INC. Total:		100.00
Vendor: 00873 - JEFFREY F MARTISCHEWSKY		
Fund: 111 - GENERAL		
REPLACE RECEPTACLE - COMPU... BUILDING MAINTENANCE		218.49
Fund 111 - GENERAL Total:		218.49
Vendor 00873 - JEFFREY F MARTISCHEWSKY Total:		218.49
Vendor: 10335 - JOE MCVEY		
Fund: 631 - WASTEWATER		
EQUIP MAINT	EQUIPMENT MAINTENANCE	465.00
Fund 631 - WASTEWATER Total:		465.00
Vendor 10335 - JOE MCVEY Total:		465.00
Vendor: 10382 - JOHNSON KALEB		
Fund: 111 - GENERAL		
SCHOOLS & CONF-PD	SCHOOL & CONFERENCE	400.00
Fund 111 - GENERAL Total:		400.00
Vendor 10382 - JOHNSON KALEB Total:		400.00
Vendor: 09747 - KNOW HOW LLC		
Fund: 111 - GENERAL		
EQUIP MAINT PARK	EQUIPMENT MAINTENANCE	2.05
AIR HOSE ADAPTER - RESCUE 1	DEPARTMENT SUPPLIES	2.10
SNAP RING FOR HYDRAULIC CU...	DEPARTMENT SUPPLIES	0.56
EQUIP MAINT PARK	EQUIPMENT MAINTENANCE	16.00
Fund 111 - GENERAL Total:		20.71
Fund: 212 - STREETS		
ANTIFREEZE	OIL & ANTIFREEZE	123.46
SUPP - GREASE FITTINGS	DEPARTMENT SUPPLIES	7.52
BUSHING FOR MOWING TRACT...	EQUIPMENT MAINTENANCE	6.63
SUPP - TAP WRENCH	DEPARTMENT SUPPLIES	6.70
OIL FILTER FOR GRINDLZR	EQUIPMENT MAINTENANCE	6.75
AIR FILTERS	EQUIPMENT MAINTENANCE	66.98
Fund 212 - STREETS Total:		218.04
Fund: 631 - WASTEWATER		
VEHICLE MAINT	VEHICLE MAINTENANCE	176.91
Fund 631 - WASTEWATER Total:		176.91
Fund: 641 - WATER		
DEPT SUP	DEPARTMENT SUPPLIES	436.85
VEHICLE MAINT	VEHICLE MAINTENANCE	337.58
VEHICLE MAINT	VEHICLE MAINTENANCE	39.44
Fund 641 - WATER Total:		813.87
Vendor 09747 - KNOW HOW LLC Total:		1,229.53
Vendor: 09746 - LEAL NOHEMI		
Fund: 111 - GENERAL		
CONSULTING-PD	CONSULTING SERVICES	35.00

Expense Approval Report

Post Dates: 8/2/2022 - 8/15/2022

Description (Payable)	Account Name	Amount
CONSULTING-PD	CONSULTING SERVICES	35.00
Fund 111 - GENERAL Total:		70.00
Vendor 09746 - LEAL NOHEMI Total:		70.00
Vendor: 10134 - LEE BHM CORP		
Fund: 111 - GENERAL		
PUBLISHING	LEGAL PUBLICATIONS	566.92
PUBLISHING	LEGAL PUBLICATIONS	35.16
PUBLISHING	LEGAL PUBLICATIONS	60.88
PUBLISHING	LEGAL PUBLICATIONS	13.43
PUBLISHING	RECRUITMENT	655.95
Fund 111 - GENERAL Total:		1,332.34
Fund: 224 - ECONOMIC DEVELOPMENT		
PUBLISHING	PUBLICATIONS	34.12
Fund 224 - ECONOMIC DEVELOPMENT Total:		34.12
Vendor 10134 - LEE BHM CORP Total:		1,366.46
Vendor: 09590 - LEXISNEXIS RISK DATA MANAGEMENT		
Fund: 111 - GENERAL		
CONSULTING-PD	CONSULTING SERVICES	100.00
Fund 111 - GENERAL Total:		100.00
Vendor 09590 - LEXISNEXIS RISK DATA MANAGEMENT Total:		100.00
Vendor: 00242 - M.C. SCHAFF & ASSOCIATES, INC		
Fund: 631 - WASTEWATER		
FACILITY REPAIR	FACILITY REPAIRS	3,888.75
STRUCTURE	STRUCTURES	30,620.28
Fund 631 - WASTEWATER Total:		34,509.03
Vendor 00242 - M.C. SCHAFF & ASSOCIATES, INC Total:		34,509.03
Vendor: 09760 - MACQUEEN EQUIPMENT INC		
Fund: 111 - GENERAL		
REPAIR WATER GAUGE - TOWER..VEHICLE MAINTENANCE		2,329.48
Fund 111 - GENERAL Total:		2,329.48
Vendor 09760 - MACQUEEN EQUIPMENT INC Total:		2,329.48
Vendor: 08190 - MADISON NATIONAL LIFE		
Fund: 111 - GENERAL		
INSURANCE	DISABILITY INSURANCE	475.59
Fund 111 - GENERAL Total:		475.59
Fund: 713 - CASH & INVESTMENT POOL		
INSURANCE	LIFE INS EE PAYABLE	781.62
INSURANCE	DIS INC INS EE PAYABLE	1,231.17
INSURANCE	LIFE INS ER PAYABLE	1,102.19
Fund 713 - CASH & INVESTMENT POOL Total:		3,114.98
Vendor 08190 - MADISON NATIONAL LIFE Total:		3,590.57
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		
GROUND MAINT PARK	GROUNDS MAINTENANCE	34.71
Fund 111 - GENERAL Total:		34.71
Fund: 212 - STREETS		
STEEL DOOR FOR HANGAR BUI...	BUILDING MAINTENANCE	333.50
SUPP - BOLTS, TIEDOWNS	DEPARTMENT SUPPLIES	41.91
SUPP - GREASE & LUBE	OIL & ANTIFREEZE	20.95

Expense Approval Report

Post Dates: 8/2/2022 - 8/15/2022

Description (Payable)	Account Name	Amount
SUPP - BOLTS, NUT	DEPARTMENT SUPPLIES	6.23
Fund 212 - STREETS Total:		402.59
Fund: 213 - CEMETERY		
DEPT SUPP CEM	DEPARTMENT SUPPLIES	11.36
DEPT SUPP CEM	DEPARTMENT SUPPLIES	14.00
Fund 213 - CEMETERY Total:		25.36
Fund: 621 - ENVIRONMENTAL SERVICES		
Department Supplies-SAN	DEPARTMENT SUPPLIES	11.99
Fund 621 - ENVIRONMENTAL SERVICES Total:		11.99
Fund: 631 - WASTEWATER		
DEPT SUP	DEPARTMENT SUPPLIES	241.08
DEPT SUP	DEPARTMENT SUPPLIES	60.74
Fund 631 - WASTEWATER Total:		301.82
Vendor 07628 - MENARDS, INC Total:		776.47
Vendor: 10057 - MICHAEL BEEBE		
Fund: 621 - ENVIRONMENTAL SERVICES		
Building Maintenance-SAN	BUILDING MAINTENANCE	105.00
Fund 621 - ENVIRONMENTAL SERVICES Total:		105.00
Vendor 10057 - MICHAEL BEEBE Total:		105.00
Vendor: 10380 - MIDTOWN ANIMAL HOSPITAL P.C.		
Fund: 215 - SPECIAL PROJECTS		
K9 FUND-PD	DEPARTMENT SUPPLIES	33.00
Fund 215 - SPECIAL PROJECTS Total:		33.00
Vendor 10380 - MIDTOWN ANIMAL HOSPITAL P.C. Total:		33.00
Vendor: 07938 - MIDWEST CONNECT, LLC		
Fund: 621 - ENVIRONMENTAL SERVICES		
UB PROCESSING - JULY 2022	CONTRACTUAL SERVICES	620.12
Fund 621 - ENVIRONMENTAL SERVICES Total:		620.12
Fund: 631 - WASTEWATER		
UB PROCESSING - JULY 2022	CONTRACTUAL SERVICES	620.12
Fund 631 - WASTEWATER Total:		620.12
Fund: 641 - WATER		
UB PROCESSING - JULY 2022	CONTRACTUAL SERVICES	620.11
Fund 641 - WATER Total:		620.11
Vendor 07938 - MIDWEST CONNECT, LLC Total:		1,860.35
Vendor: 02569 - MUNIMETRIX SYSTEMS CORP		
Fund: 111 - GENERAL		
IMAGESILO FEE - JULY 2022	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	1,569.10
Fund 713 - CASH & INVESTMENT POOL Total:		1,569.10
Vendor 04082 - NE CHILD SUPPORT PAYMENT CENTER Total:		1,569.10
Vendor: 00797 - NE DEPT OF REVENUE		
Fund: 111 - GENERAL		
LEGAL JULY 2022 LODGING TAX	LEGAL FEES	446.16
Fund 111 - GENERAL Total:		446.16
Fund: 713 - CASH & INVESTMENT POOL		
WITHHOLDINGS JULY 2022	STATE W/H EE PAYABLE	25,001.27
Fund 713 - CASH & INVESTMENT POOL Total:		25,001.27
Vendor 00797 - NE DEPT OF REVENUE Total:		25,447.43

Expense Approval Report

Post Dates: 8/2/2022 - 8/15/2022

Description (Payable)	Account Name	Amount
Vendor: 00402 - NEBRASKA MACHINERY CO		
Fund: 511 - CAPITAL PROJECTS FUND		
EQUIP PARK	EQUIPMENT	1,576.66
Fund 511 - CAPITAL PROJECTS FUND Total:		1,576.66
Fund: 621 - ENVIRONMENTAL SERVICES		
EQUIP MAINT	EQUIPMENT MAINTENANCE	1,414.01
Fund 621 - ENVIRONMENTAL SERVICES Total:		1,414.01
Fund: 631 - WASTEWATER		
EQUIP MAINT	EQUIPMENT MAINTENANCE	1,414.00
Fund 631 - WASTEWATER Total:		1,414.00
Vendor 00402 - NEBRASKA MACHINERY CO Total:		4,404.67
Vendor: 00578 - NEBRASKA PUBLIC POWER DISTRICT		
Fund: 111 - GENERAL		
Electric	ELECTRICITY	633.77
Electric	ELECTRICITY	37.04
Electric	ELECTRICITY	805.60
Electric	ELECTRICITY	805.60
Electric	ELECTRICITY	88.62
Electric	ELECTRICITY	227.40
Electric	ELECTRICITY	2,232.25
Electric	ELECTRICITY	996.43
Electric	ELECTRICITY	5,119.61
Electric	ELECTRICITY	2,425.95
Electric	STREET LIGHTS	100.40
Fund 111 - GENERAL Total:		13,472.67
Fund: 212 - STREETS		
Electric	ELECTRICITY	623.79
Electric	ELECTRIC POWER	1,566.09
Electric	STREET LIGHTS	26,777.02
Fund 212 - STREETS Total:		28,966.90
Fund: 213 - CEMETERY		
Electric	ELECTRICITY	941.66
Fund 213 - CEMETERY Total:		941.66
Fund: 216 - BUSINESS IMPROVEMENT		
Electric	STREET LIGHTS	85.42
Fund 216 - BUSINESS IMPROVEMENT Total:		85.42
Fund: 621 - ENVIRONMENTAL SERVICES		
Electric	ELECTRICITY	647.46
Fund 621 - ENVIRONMENTAL SERVICES Total:		647.46
Fund: 631 - WASTEWATER		
Electric	ELECTRICITY	615.67
Electric	ELECTRIC POWER	41.53
Fund 631 - WASTEWATER Total:		657.20
Fund: 641 - WATER		
Electric	ELECTRICITY	20.40
Electric	ELECTRIC POWER	317.48
Fund 641 - WATER Total:		337.88
Vendor 00578 - NEBRASKA PUBLIC POWER DISTRICT Total:		45,109.19
Vendor: 00632 - NEBRASKA RURAL RADIO ASSOCIATION		
Fund: 661 - STORMWATER		
CONTRACTUAL	CONTRACTUAL SERVICES	475.00
CONTRACTUAL SVC	CONTRACTUAL SERVICES	475.00
Fund 661 - STORMWATER Total:		950.00
Vendor 00632 - NEBRASKA RURAL RADIO ASSOCIATION Total:		950.00

Expense Approval Report

Post Dates: 8/2/2022 - 8/15/2022

Description (Payable)	Account Name	Amount
Vendor: 04198 - NEBRASKALAND TIRE, INC		
Fund: 511 - CAPITAL PROJECTS FUND		
EQUIPMENT PARK	EQUIPMENT	2,639.10
Fund 511 - CAPITAL PROJECTS FUND Total:		2,639.10
Vendor 04198 - NEBRASKALAND TIRE, INC Total:		2,639.10
Vendor: 00862 - NEW YORK TIMES		
Fund: 111 - GENERAL		
Sbscrp.	SUBSCRIPTIONS	520.00
Fund 111 - GENERAL Total:		520.00
Vendor 00862 - NEW YORK TIMES Total:		520.00
Vendor: 00139 - NORTHWEST PIPE FITTINGS, INC. OF SCOTTSBLUFF		
Fund: 111 - GENERAL		
GROUND MAINT PARK	GROUNDS MAINTENANCE	133.47
2.5 INCH TEE AND PIPE SEALENT..	DEPARTMENT SUPPLIES	53.72
Fund 111 - GENERAL Total:		187.19
Fund: 641 - WATER		
DEPT SUP	DEPARTMENT SUPPLIES	40.02
Fund 641 - WATER Total:		40.02
Vendor 00139 - NORTHWEST PIPE FITTINGS, INC. OF SCOTTSBLUFF Total:		227.21
Vendor: 01757 - OCLC ONLINE COMPUTER LIBRARY CENTER, INC		
Fund: 111 - GENERAL		
Cont. Svcs.	CONTRACTUAL SERVICES	404.05
Fund 111 - GENERAL Total:		404.05
Vendor 01757 - OCLC ONLINE COMPUTER LIBRARY CENTER, INC Total:		404.05
Vendor: 08840 - ONE CALL CONCEPTS, INC		
Fund: 212 - STREETS		
CONTRACTUAL	CONTRACTUAL SERVICES	77.86
Fund 212 - STREETS Total:		77.86
Fund: 631 - WASTEWATER		
CONTRACTUAL	CONTRACTUAL SERVICES	77.86
Fund 631 - WASTEWATER Total:		77.86
Fund: 641 - WATER		
CONTRACTUAL	CONTRACTUAL SERVICES	77.86
Fund 641 - WATER Total:		77.86
Vendor 08840 - ONE CALL CONCEPTS, INC Total:		233.58
Vendor: 10173 - PAIGE'S POSIES		
Fund: 216 - BUSINESS IMPROVEMENT		
BID CONTRACT - JULY 2022	CONTRACTUAL SERVICES	2,875.00
Fund 216 - BUSINESS IMPROVEMENT Total:		2,875.00
Fund: 641 - WATER		
CONTRACTUAL SVC	CONTRACTUAL SERVICES	375.00
Fund 641 - WATER Total:		375.00
Fund: 661 - STORMWATER		
CONTRACTUAL SVC	CONTRACTUAL SERVICES	2,150.00
Fund 661 - STORMWATER Total:		2,150.00
Vendor 10173 - PAIGE'S POSIES Total:		5,400.00
Vendor: 00550 - PANHANDLE COOPERATIVE ASSOCIATION		
Fund: 111 - GENERAL		
SPECIAL EVENT	SPECIAL EVENTS	52.01
Fund 111 - GENERAL Total:		52.01
Fund: 213 - CEMETERY		
FUEL	OTHER FUEL	1,432.44
FUEL	GASOLINE	638.48
Fund 213 - CEMETERY Total:		2,070.92

Expense Approval Report

Post Dates: 8/2/2022 - 8/15/2022

Description (Payable)	Account Name	Amount
Fund: 621 - ENVIRONMENTAL SERVICES		
Department Supplies-SAN	DEPARTMENT SUPPLIES	53.06
FUEL	OTHER FUEL	2,506.42
Fund 621 - ENVIRONMENTAL SERVICES Total:		2,559.48
Fund: 631 - WASTEWATER		
FUEL	OTHER FUEL	2,506.41
Fund 631 - WASTEWATER Total:		2,506.41
Vendor 00550 - PANHANDLE COOPERATIVE ASSOCIATION Total:		7,188.82
Vendor: 00487 - PANHANDLE ENVIRONMENTAL SERVICES INC		
Fund: 631 - WASTEWATER		
CONTRACTUAL SVC	CONTRACTUAL SERVICES	112.00
Fund 631 - WASTEWATER Total:		112.00
Fund: 641 - WATER		
SAMPLES	SAMPLES	100.00
SAMPLES	SAMPLES	75.00
Fund 641 - WATER Total:		175.00
Vendor 00487 - PANHANDLE ENVIRONMENTAL SERVICES INC Total:		287.00
Vendor: 01276 - PLATTE VALLEY BANK		
Fund: 713 - CASH & INVESTMENT POOL		
HEALTH SAVINGS ACCOUNT	HSA EE PAYABLE	9,816.74
Fund 713 - CASH & INVESTMENT POOL Total:		9,816.74
Vendor 01276 - PLATTE VALLEY BANK Total:		9,816.74
Vendor: 10341 - POMPS TIRE SERVICE INC		
Fund: 621 - ENVIRONMENTAL SERVICES		
Vehicle Maintenance-SAN	VEHICLE MAINTENANCE	1,777.20
Vehicle Maintenance-SAN	VEHICLE MAINTENANCE	84.00
Vehicle Maintenance-SAN	VEHICLE MAINTENANCE	1,278.62
Vehicle Maintenance-SAN	VEHICLE MAINTENANCE	47.09
Fund 621 - ENVIRONMENTAL SERVICES Total:		3,186.91
Vendor 10341 - POMPS TIRE SERVICE INC Total:		3,186.91
Vendor: 00796 - POWERPLAN		
Fund: 212 - STREETS		
WATER PUMP FOR MOTOR GR...	EQUIPMENT MAINTENANCE	399.21
V BELT FOR MOTOR GRADER	EQUIPMENT MAINTENANCE	53.09
V BELT FOR MOTOR GRADER	EQUIPMENT MAINTENANCE	31.10
Fund 212 - STREETS Total:		483.40
Vendor 00796 - POWERPLAN Total:		483.40
Vendor: 09998 - PRIME METAL PRODUCTS INC		
Fund: 224 - ECONOMIC DEVELOPMENT		
ED AGMT APRL 2022	ECONOMIC DEVELOPMENT	500,000.00
Fund 224 - ECONOMIC DEVELOPMENT Total:		500,000.00
Vendor 09998 - PRIME METAL PRODUCTS INC Total:		500,000.00
Vendor: 09120 - QUADIENT INC		
Fund: 111 - GENERAL		
POSTAGE	POSTAGE	1,000.00
Fund 111 - GENERAL Total:		1,000.00
Vendor 09120 - QUADIENT INC Total:		1,000.00
Vendor: 07838 - QUADIENT LEASING USA INC		
Fund: 111 - GENERAL		
Cont. Svcs.	CONTRACTUAL SERVICES	390.35
EQUIP MAINT ADM	EQUIPMENT MAINTENANCE	203.82
Fund 111 - GENERAL Total:		594.17
Vendor 07838 - QUADIENT LEASING USA INC Total:		594.17

Expense Approval Report

Post Dates: 8/2/2022 - 8/15/2022

Description (Payable)	Account Name	Amount
Vendor: 00266 - QUILL CORPORATION		
Fund: 111 - GENERAL		
DEPT SUPPL-PD	DEPARTMENT SUPPLIES	107.98
DEPT SUPPL-PD	DEPARTMENT SUPPLIES	7.60
DEPT SUPPL-PD	DEPARTMENT SUPPLIES	280.96
DEPT SUPPL-PD	DEPARTMENT SUPPLIES	22.88
Fund 111 - GENERAL Total:		419.42
Vendor 00266 - QUILL CORPORATION Total:		419.42
Vendor: 04351 - RAY ALLEN MANUFACTURING, LLC		
Fund: 215 - SPECIAL PROJECTS		
K9-SUPPLIES-PD	DEPARTMENT SUPPLIES	70.98
Fund 215 - SPECIAL PROJECTS Total:		70.98
Vendor 04351 - RAY ALLEN MANUFACTURING, LLC Total:		70.98
Vendor: 01502 - REAMS SPRINKLER SUPPLY CO.		
Fund: 213 - CEMETERY		
DEPT SUPP CEM	DEPARTMENT SUPPLIES	669.28
Fund 213 - CEMETERY Total:		669.28
Vendor 01502 - REAMS SPRINKLER SUPPLY CO. Total:		669.28
Vendor: 04089 - REGIONAL CARE INC		
Fund: 812 - HEALTH INSURANCE		
FLEX FUNDING	FLEXIBLE BENFT EXPENSES	150.00
FLEX FUNDING	FLEXIBLE BENFT EXPENSES	499.50
FLEX FUNDING	FLEXIBLE BENFT EXPENSES	100.50
Fund 812 - HEALTH INSURANCE Total:		750.00
Vendor 04089 - REGIONAL CARE INC Total:		750.00
Vendor: 00364 - REGIONAL WEST MEDICAL CENTER		
Fund: 111 - GENERAL		
GAUZE AND BANDAGE KLING	DEPARTMENT SUPPLIES	9.88
Fund 111 - GENERAL Total:		9.88
Vendor 00364 - REGIONAL WEST MEDICAL CENTER Total:		9.88
Vendor: 00798 - REGISTER OF DEEDS		
Fund: 213 - CEMETERY		
LEGAL	LEGAL FEES	10.00
LEGAL	LEGAL FEES	10.00
LEGAL	LEGAL FEES	10.00
LEGAL	LEGAL FEES	10.00
LEGAL	MISCELLANEOUS	16.00
LEGAL	LEGAL FEES	10.00
LEGAL	LEGAL FEES	10.00
Fund 213 - CEMETERY Total:		76.00
Vendor 00798 - REGISTER OF DEEDS Total:		76.00
Vendor: 10233 - REZPLOT SYSTEM LLC		
Fund: 111 - GENERAL		
CONTRACTUAL	CONTRACTUAL SERVICES	369.00
Fund 111 - GENERAL Total:		369.00
Vendor 10233 - REZPLOT SYSTEM LLC Total:		369.00
Vendor: 00366 - ROOSEVELT PUBLIC POWER DISTRICT		
Fund: 641 - WATER		
ELECTRIC POWER	ELECTRIC POWER	3,170.76
Fund 641 - WATER Total:		3,170.76
Vendor 00366 - ROOSEVELT PUBLIC POWER DISTRICT Total:		3,170.76

Expense Approval Report

Post Dates: 8/2/2022 - 8/15/2022

Description (Payable)	Account Name	Amount
Vendor: 04311 - ROSE DREW, INC		
Fund: 111 - GENERAL		
Dep. Sup.	DEPARTMENT SUPPLIES	113.40
Fund 111 - GENERAL Total:		113.40
Vendor 04311 - ROSE DREW, INC Total:		113.40
Vendor: 10022 - ROUNDHOUSE BUNKER GEAR SERVICE		
Fund: 111 - GENERAL		
TURNOUT GEAR REPAIR- HUBB...	DEPARTMENT SUPPLIES	71.25
Fund 111 - GENERAL Total:		71.25
Vendor 10022 - ROUNDHOUSE BUNKER GEAR SERVICE Total:		71.25
Vendor: 00026 - S M E C		
Fund: 713 - CASH & INVESTMENT POOL		
EMPLOYEE DEDUCTION	SMEC EE PAYABLE	164.77
Fund 713 - CASH & INVESTMENT POOL Total:		164.77
Vendor 00026 - S M E C Total:		164.77
Vendor: 00257 - SANDBERG IMPLEMENT, INC		
Fund: 111 - GENERAL		
EQUIP MAINT PARK	EQUIPMENT MAINTENANCE	24.48
EQUIP MAINT PARK	EQUIPMENT MAINTENANCE	186.41
EQUIP MAINT PARK	EQUIPMENT MAINTENANCE	42.50
EQUIP MAINT PARK	EQUIPMENT MAINTENANCE	2.60
EQUIP MAINT PARK	EQUIPMENT MAINTENANCE	578.20
EQUIP MAINT PARK	EQUIPMENT MAINTENANCE	66.00
EQUIP MAINT PARK	EQUIPMENT MAINTENANCE	58.42
EQUIP MAINT PARK	EQUIPMENT MAINTENANCE	58.42
EQUIP MAINT PARK	EQUIPMENT MAINTENANCE	22.00
Fund 111 - GENERAL Total:		1,039.03
Fund: 212 - STREETS		
V BELT FOR GRINDLAZR	EQUIPMENT MAINTENANCE	29.70
Fund 212 - STREETS Total:		29.70
Vendor 00257 - SANDBERG IMPLEMENT, INC Total:		1,068.73
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: 00734 - SCOTT WALTON		
Fund: 621 - ENVIRONMENTAL SERVICES		
Equipment Maintenance-SAN	EQUIPMENT MAINTENANCE	382.58
Fund 621 - ENVIRONMENTAL SERVICES Total:		382.58
Vendor 00734 - SCOTT WALTON Total:		382.58
Vendor: 09759 - SCOTTIES POTTIES INC		
Fund: 111 - GENERAL		
CONTRACTUAL	CONTRACTUAL SERVICES	475.00
Fund 111 - GENERAL Total:		475.00
Vendor 09759 - SCOTTIES POTTIES INC Total:		475.00
Vendor: 08615 - SCOTTS BLUFF COUNTY		
Fund: 111 - GENERAL		
CONTRACTUAL	CONTRACTUAL SERVICES	2,243.33
Fund 111 - GENERAL Total:		2,243.33
Fund: 721 - GIS SERVICES		
CONTRACTUAL	CONTRACTUAL SERVICES	2,243.33
Fund 721 - GIS SERVICES Total:		2,243.33
Vendor 08615 - SCOTTS BLUFF COUNTY Total:		4,486.66

Expense Approval Report

Post Dates: 8/2/2022 - 8/15/2022

Description (Payable)	Account Name	Amount
Vendor: 00111 - SCOTTSBLUFF BODY & PAINT		
Fund: 111 - GENERAL		
VEH MAINT-PD	VEHICLE MAINTENANCE	56.00
VEH MAINT-PD	VEHICLE MAINTENANCE	1,309.89
Fund 111 - GENERAL Total:		1,365.89
Vendor 00111 - SCOTTSBLUFF BODY & PAINT Total:		1,365.89
Vendor: 00704 - SCOTTSBLUFF MOTOR CO, INC		
Fund: 111 - GENERAL		
UNIT 2 PREVENTATIVE MAINTENANCE	VEHICLE MAINTENANCE	86.50
Fund 111 - GENERAL Total:		86.50
Fund: 631 - WASTEWATER		
VEHICLE MAINT	VEHICLE MAINTENANCE	147.65
Fund 631 - WASTEWATER Total:		147.65
Vendor 00704 - SCOTTSBLUFF MOTOR CO, INC Total:		234.15
Vendor: 00273 - SCOTTSBLUFF POLICE OFFICERS ASSOCIATION		
Fund: 713 - CASH & INVESTMENT POOL		
POLICE EE DUES	POL UNION DUES EE PAY	936.00
Fund 713 - CASH & INVESTMENT POOL Total:		936.00
Vendor 00273 - SCOTTSBLUFF POLICE OFFICERS ASSOCIATION Total:		936.00
Vendor: 00684 - SHERIFF'S OFFICE		
Fund: 111 - GENERAL		
LEGAL FEES-PD	LEGAL FEES	9.96
LEGAL FEES-PD	LEGAL FEES	9.96
LEGAL FEES-PD	LEGAL FEES	23.28
LEGAL FEES-PD	LEGAL FEES	11.28
LEGAL FEES-PD	LEGAL FEES	25.80
LEGAL FEES-PD	LEGAL FEES	21.96
LEGAL FEES-PD	LEGAL FEES	25.92
LEGAL FEES-PD	LEGAL FEES	25.92
LEGAL FEES-PD	LEGAL FEES	9.00
Fund 111 - GENERAL Total:		163.08
Vendor 00684 - SHERIFF'S OFFICE Total:		163.08
Vendor: 00786 - SHERWIN WILLIAMS		
Fund: 111 - GENERAL		
GROUND MAINT PARK	GROUNDS MAINTENANCE	39.07
Fund 111 - GENERAL Total:		39.07
Fund: 212 - STREETS		
WHITE LATEX PAINT	STREET REPAIR SUPPLIES	9,480.00
TIPS FOR PAINT GUNS & STRAIPERS	EQUIPMENT MAINTENANCE	376.22
WHITE LATEX PAINT	STREET REPAIR SUPPLIES	1,975.00
RED LATEX PAINT	STREET REPAIR SUPPLIES	493.75
TIPS FOR PAINT GUNS	EQUIPMENT MAINTENANCE	143.96
Fund 212 - STREETS Total:		12,468.93
Vendor 00786 - SHERWIN WILLIAMS Total:		12,508.00
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	1,147.50
CONTRACTUAL	CONTRACTUAL SERVICES	162.00
Fund 111 - GENERAL Total:		11,741.29
Fund: 224 - ECONOMIC DEVELOPMENT		
CONTRACTUAL	CONTRACTUAL SERVICES	30.00
CONTRACTUAL	CONTRACTUAL SERVICES	150.00
CONTRACTUAL	CONTRACTUAL SERVICES	285.00

Expense Approval Report

Post Dates: 8/2/2022 - 8/15/2022

Description (Payable)	Account Name	Amount
CONTRACTUAL	CONTRACTUAL SERVICES	45.00
Fund 224 - ECONOMIC DEVELOPMENT Total:		510.00
Fund: 321 - CRA		
CONTRACTUAL	CONTRACTUAL SERVICES	35.00
CONTRACTUAL	CONTRACTUAL SERVICES	35.00
CONTRACTUAL	CONTRACTUAL SERVICES	52.50
CONTRACTUAL	CONTRACTUAL SERVICES	87.50
CONTRACTUAL	CONTRACTUAL SERVICES	35.00
Fund 321 - CRA Total:		245.00
Fund: 621 - ENVIRONMENTAL SERVICES		
CONTRACTUAL	CONTRACTUAL SERVICES	378.00
Fund 621 - ENVIRONMENTAL SERVICES Total:		378.00
Vendor 00021 - SIMMONS OLSEN LAW FIRM, P.C. Total:		12,874.29
Vendor: 01031 - SIMON CONTRACTORS		
Fund: 212 - STREETS		
CONCRETE FOR STREET REPAIR	STREET MAINTENANCE	569.75
CONCRETE FOR STREET REPAIR	STREET MAINTENANCE	775.25
CONCRETE FOR STREET REPAIR	STREET MAINTENANCE	372.00
CONCRET FOR STREET REPAIR	STREET MAINTENANCE	1,458.00
CONCRETE FOR STREET REPAIR	STREET MAINTENANCE	730.00
RECYCLED BASE GRAVEL	STREET REPAIR SUPPLIES	269.11
Fund 212 - STREETS Total:		4,174.11
Fund: 641 - WATER		
DEPT SUP	DEPARTMENT SUPPLIES	279.81
Fund 641 - WATER Total:		279.81
Vendor 01031 - SIMON CONTRACTORS Total:		4,453.92
Vendor: 10339 - SITTNER JOE		
Fund: 111 - GENERAL		
REIMBURSEMENT FOR HAZMAT...DEPARTMENT SUPPLIES		18.40
Fund 111 - GENERAL Total:		18.40
Vendor 10339 - SITTNER JOE Total:		18.40
Vendor: 10032 - SOUTHEAST LIBRARY SYSTEM		
Fund: 111 - GENERAL		
Sch. & Conf.	SCHOOL & CONFERENCE	105.00
Fund 111 - GENERAL Total:		105.00
Vendor 10032 - SOUTHEAST LIBRARY SYSTEM Total:		105.00
Vendor: 00325 - TEXAS PNEUDRAULIC INC		
Fund: 621 - ENVIRONMENTAL SERVICES		
Vehicle Maintemance-SAN	VEHICLE MAINTENANCE	779.54
Vehicle Maintenance-SAN	VEHICLE MAINTENANCE	426.30
Fund 621 - ENVIRONMENTAL SERVICES Total:		1,205.84
Vendor 00325 - TEXAS PNEUDRAULIC INC Total:		1,205.84
Vendor: 01337 - TWIN CITY ROOFING & SHEETMETAL, INC		
Fund: 215 - SPECIAL PROJECTS		
HAIL DAMAGE REPAIR (WA/W... INSURED REPAIRS/REPLACE		195,714.68
Fund 215 - SPECIAL PROJECTS Total:		195,714.68
Vendor 01337 - TWIN CITY ROOFING & SHEETMETAL, INC Total:		195,714.68
Vendor: 09865 - UNION BANK & TRUST		
Fund: 111 - GENERAL		
FEES - 6/30/22 DEF COMP PLAN	CONTRACTUAL SERVICES	174.00
FEES - 6/30/22 FIRE PENSION	CONTRACTUAL SERVICES	620.01
FEES - 6/30/22 GENERAL PENSI...	CONTRACTUAL SERVICES	1,016.01
FEES - 6/30/22 POLICE PENSION	CONTRACTUAL SERVICES	734.01
Fund 111 - GENERAL Total:		2,544.03

Expense Approval Report

Post Dates: 8/2/2022 - 8/15/2022

Description (Payable)	Account Name	Amount
Fund: 713 - CASH & INVESTMENT POOL		
RETIREMENT	REGULAR RETIRE EE PAY	9,379.64
RETIREMENT	REGULAR RETIRE EE PAY	8,498.36
RETIREMENT	DEFERRED COMP EE PAY	579.64
RETIREMENT	DEFERRED COMP EE PAY	1,240.00
RETIREMENT	DEFERRED COMP EE PAY	1,716.83
RETIREMENT	RETIRE FIRE EE PAYABLE	5,356.87
RETIREMENT	RETIRE FIRE EE PAYABLE	2,843.40
RETIREMENT	RETIRE POLICE EE PAY	6,002.67
RETIREMENT	RETIRE POLICE EE PAY	6,711.04
Fund 713 - CASH & INVESTMENT POOL Total:		42,328.45
Vendor 09865 - UNION BANK & TRUST Total:		44,872.48
Vendor: 00268 - WESTERN COOPERATIVE COMPANY		
Fund: 213 - CEMETERY		
DEPT SUPP CEM	DEPARTMENT SUPPLIES	434.75
Fund 213 - CEMETERY Total:		434.75
Vendor 00268 - WESTERN COOPERATIVE COMPANY Total:		434.75
Vendor: 06089 - WESTERN COOPERATIVE COMPANY		
Fund: 111 - GENERAL		
EQUIP MAINT PARK	EQUIPMENT MAINTENANCE	6.76
GROUND MAINT PARK	GROUNDS MAINTENANCE	934.75
EQUIP MAINT PARK	EQUIPMENT MAINTENANCE	10.63
EQUIP MAINT PARK	EQUIPMENT MAINTENANCE	20.18
Fund 111 - GENERAL Total:		972.32
Fund: 213 - CEMETERY		
DEPT SUPP CEM	DEPARTMENT SUPPLIES	37.30
Fund 213 - CEMETERY Total:		37.30
Fund: 621 - ENVIRONMENTAL SERVICES		
EQUIP MAINT	EQUIPMENT MAINTENANCE	36.35
Fund 621 - ENVIRONMENTAL SERVICES Total:		36.35
Fund: 631 - WASTEWATER		
EQUIP MAINT	EQUIPMENT MAINTENANCE	36.35
Fund 631 - WASTEWATER Total:		36.35
Vendor 06089 - WESTERN COOPERATIVE COMPANY Total:		1,082.32
Vendor: 00262 - WESTERN NE COMMUNITY COLLEGE		
Fund: 111 - GENERAL		
RURAL FELLOWS INTERN LODG...	COMMUNITY PROGRAMMING	4,145.32
Fund 111 - GENERAL Total:		4,145.32
Vendor 00262 - WESTERN NE COMMUNITY COLLEGE Total:		4,145.32
Vendor: 00344 - WESTERN PATHOLOGY CONSULTANTS, INC		
Fund: 111 - GENERAL		
DOT TESTING - JULY 2022	CONTRACTUAL SERVICES	166.00
Fund 111 - GENERAL Total:		166.00
Vendor 00344 - WESTERN PATHOLOGY CONSULTANTS, INC Total:		166.00
Vendor: 10221 - WEX BANK		
Fund: 111 - GENERAL		
JULY GASOLINE	GASOLINE	267.62
RUEL	GASOLINE	2,035.52
RUEL	OTHER FUEL	3,857.81
GASOLINE-PD	GASOLINE	5,860.77
Fund 111 - GENERAL Total:		12,021.72
Fund: 212 - STREETS		
UNLEADED GASOLINE	GASOLINE	2,043.71
UNLEADED GASOLINE	OTHER FUEL	2,417.43
Fund 212 - STREETS Total:		4,461.14

Expense Approval Report

Post Dates: 8/2/2022 - 8/15/2022

Description (Payable)	Account Name	Amount
Fund: 621 - ENVIRONMENTAL SERVICES		
Diesel/Unleaded Fuel-SAN	GASOLINE	399.73
Diesel/Unleaded Fuel-SAN	OTHER FUEL	11,482.91
FUEL	GASOLINE	42.78
FUEL	OTHER FUEL	-404.49
Fund 621 - ENVIRONMENTAL SERVICES Total:		11,520.93
Fund: 631 - WASTEWATER		
FUEL	GASOLINE	42.78
FUEL	GASOLINE	105.48
FUEL	GASOLINE	1,122.24
FUEL	OTHER FUEL	1,692.36
Fund 631 - WASTEWATER Total:		2,962.86
Fund: 641 - WATER		
FUEL	GASOLINE	1,996.71
FUEL	OTHER FUEL	157.53
Fund 641 - WATER Total:		2,154.24
Fund: 661 - STORMWATER		
FUEL	GASOLINE	52.89
Fund 661 - STORMWATER Total:		52.89
Vendor 10221 - WEX BANK Total:		33,173.78
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	841.00
Fund 713 - CASH & INVESTMENT POOL Total:		841.00
Vendor 02057 - YOUNG MEN'S CHRISTIAN ASSOCIATION OF SCOTTSBLUFF, NE Total:		841.00
Grand Total:		1,159,556.12

Report Summary

Fund Summary

Fund	Expense Amount	Payment Amount
111 - GENERAL	93,750.31	475.59
212 - STREETS	61,854.82	0.00
213 - CEMETERY	5,246.61	0.00
215 - SPECIAL PROJECTS	195,818.66	0.00
216 - BUSINESS IMPROVEMENT	2,960.42	0.00
224 - ECONOMIC DEVELOPMENT	500,648.86	0.00
321 - CRA	245.00	0.00
511 - CAPITAL PROJECTS FUND	4,215.76	0.00
621 - ENVIRONMENTAL SERVICES	67,338.66	0.00
631 - WASTEWATER	45,734.49	0.00
641 - WATER	18,295.95	0.00
661 - STORMWATER	3,187.01	0.00
713 - CASH & INVESTMENT POOL	157,063.47	157,063.47
721 - GIS SERVICES	2,446.10	0.00
812 - HEALTH INSURANCE	750.00	750.00
Grand Total:	1,159,556.12	158,289.06

Account Summary

Account Number	Account Name	Expense Amount	Payment Amount
111-51281-142	DISABILITY INSURANCE	475.59	475.59
111-52111-111	DEPARTMENT SUPPLIES	102.58	0.00
111-52111-112	DEPARTMENT SUPPLIES	159.96	0.00
111-52111-116	DEPARTMENT SUPPLIES	6,979.90	0.00
111-52111-141	DEPARTMENT SUPPLIES	356.37	0.00
111-52111-142	DEPARTMENT SUPPLIES	419.42	0.00
111-52111-151	DEPARTMENT SUPPLIES	3,105.96	0.00
111-52111-171	DEPARTMENT SUPPLIES	145.54	0.00
111-52121-151	JANITORIAL SUPPLIES	99.11	0.00
111-52121-171	JANITORIAL SUPPLIES	64.28	0.00
111-52134-172	SPECIAL EVENTS	52.01	0.00
111-52222-151	COLLECTIONS	370.36	0.00
111-52225-151	SUBSCRIPTIONS	520.00	0.00
111-52411-111	POSTAGE	1,000.00	0.00
111-52511-141	GASOLINE	267.62	0.00
111-52511-142	GASOLINE	5,860.77	0.00
111-52511-171	GASOLINE	2,035.52	0.00
111-52521-171	OTHER FUEL	3,857.81	0.00
111-53111-112	CONTRACTUAL SERVICES	1,356.01	0.00
111-53111-114	CONTRACTUAL SERVICES	6,264.61	0.00
111-53111-115	CONTRACTUAL SERVICES	39.99	0.00
111-53111-116	CONTRACTUAL SERVICES	9,533.00	0.00
111-53111-121	CONTRACTUAL SERVICES	2,243.33	0.00
111-53111-141	CONTRACTUAL SERVICES	620.01	0.00
111-53111-142	CONTRACTUAL SERVICES	7,807.73	0.00
111-53111-151	CONTRACTUAL SERVICES	794.40	0.00
111-53111-171	CONTRACTUAL SERVICES	1,906.00	0.00
111-53121-112	CONSULTING SERVICES	50.00	0.00
111-53121-142	CONSULTING SERVICES	170.00	0.00
111-53161-115	LEGAL PUBLICATIONS	566.92	0.00
111-53161-121	LEGAL PUBLICATIONS	35.16	0.00
111-53161-142	LEGAL PUBLICATIONS	60.88	0.00
111-53161-151	LEGAL PUBLICATIONS	13.43	0.00
111-53211-142	LEGAL FEES	163.08	0.00
111-53211-171	LEGAL FEES	446.16	0.00
111-53421-111	BUILDING MAINTENANCE	218.49	0.00
111-53421-141	BUILDING MAINTENANCE	20.75	0.00
111-53421-142	BUILDING MAINTENANCE	20.75	0.00

Account Summary

Account Number	Account Name	Expense Amount	Payment Amount
111-53441-111	EQUIPMENT MAINTENAN...	204.30	0.00
111-53441-141	EQUIPMENT MAINTENAN...	3,930.50	0.00
111-53441-151	EQUIPMENT MAINTENAN...	882.54	0.00
111-53441-171	EQUIPMENT MAINTENAN...	1,211.31	0.00
111-53451-141	VEHICLE MAINTENANCE	4,301.24	0.00
111-53451-142	VEHICLE MAINTENANCE	1,725.89	0.00
111-53471-171	GROUNDS MAINTENANCE	1,224.31	0.00
111-53511-111	ELECTRICITY	633.77	0.00
111-53511-141	ELECTRICITY	842.64	0.00
111-53511-142	ELECTRICITY	894.22	0.00
111-53511-143	ELECTRICITY	227.40	0.00
111-53511-151	ELECTRICITY	2,232.25	0.00
111-53511-171	ELECTRICITY	6,116.04	0.00
111-53511-172	ELECTRICITY	2,425.95	0.00
111-53551-171	STREET LIGHTS	100.40	0.00
111-53561-111	PHONE & INTERNET	241.55	0.00
111-53561-112	PHONE & INTERNET	71.82	0.00
111-53561-114	PHONE & INTERNET	35.25	0.00
111-53561-115	PHONE & INTERNET	38.25	0.00
111-53561-116	PHONE & INTERNET	160.00	0.00
111-53561-121	PHONE & INTERNET	163.69	0.00
111-53561-141	PHONE & INTERNET	331.01	0.00
111-53561-142	PHONE & INTERNET	1,215.15	0.00
111-53561-151	PHONE & INTERNET	428.79	0.00
111-53561-171	PHONE & INTERNET	304.14	0.00
111-53561-172	PHONE & INTERNET	39.13	0.00
111-53711-142	SCHOOL & CONFERENCE	559.00	0.00
111-53711-151	SCHOOL & CONFERENCE	105.00	0.00
111-53752-114	COMMUNITY PROGRAMM..	4,145.32	0.00
111-53811-113	BONDING	100.00	0.00
111-53913-112	RECRUITMENT	655.95	0.00
212-52111-212	DEPARTMENT SUPPLIES	1,519.53	0.00
212-52171-212	STREET REPAIR SUPPLIES	15,998.39	0.00
212-52181-212	UNIFORMS & CLOTHING	260.53	0.00
212-52511-212	GASOLINE	2,043.71	0.00
212-52521-212	OTHER FUEL	2,417.43	0.00
212-52531-212	OIL & ANTIFREEZE	144.41	0.00
212-53111-212	CONTRACTUAL SERVICES	77.86	0.00
212-53421-212	BUILDING MAINTENANCE	1,138.52	0.00
212-53441-212	EQUIPMENT MAINTENAN...	1,201.19	0.00
212-53451-212	VEHICLE MAINTENANCE	257.02	0.00
212-53491-212	STREET MAINTENANCE	5,554.50	0.00
212-53511-212	ELECTRICITY	623.79	0.00
212-53531-212	ELECTRIC POWER	1,566.09	0.00
212-53551-212	STREET LIGHTS	26,777.02	0.00
212-53561-212	PHONE & INTERNET	2,274.83	0.00
213-52111-213	DEPARTMENT SUPPLIES	2,086.21	0.00
213-52511-213	GASOLINE	638.48	0.00
213-52521-213	OTHER FUEL	1,432.44	0.00
213-52999-213	MISCELLANEOUS	16.00	0.00
213-53211-213	LEGAL FEES	60.00	0.00
213-53511-213	ELECTRICITY	941.66	0.00
213-53561-213	PHONE & INTERNET	71.82	0.00
215-52111-142	DEPARTMENT SUPPLIES	103.98	0.00
215-52931-111	INSURED REPAIRS/REPLA...	195,714.68	0.00
216-53111-212	CONTRACTUAL SERVICES	2,875.00	0.00
216-53551-000	STREET LIGHTS	85.42	0.00
224-52211-114	PUBLICATIONS	34.12	0.00

Account Summary

Account Number	Account Name	Expense Amount	Payment Amount
224-53111-114	CONTRACTUAL SERVICES	510.00	0.00
224-53561-113	PHONE & INTERNET	104.74	0.00
224-59111-114	ECONOMIC DEVELOPME...	500,000.00	0.00
321-53111-111	CONTRACTUAL SERVICES	245.00	0.00
511-54411-171	EQUIPMENT	4,215.76	0.00
621-52111-621	DEPARTMENT SUPPLIES	1,678.89	0.00
621-52511-621	GASOLINE	442.51	0.00
621-52521-621	OTHER FUEL	13,584.84	0.00
621-53111-621	CONTRACTUAL SERVICES	1,050.07	0.00
621-53193-621	DISPOSAL FEES	42,525.75	0.00
621-53421-621	BUILDING MAINTENANCE	105.00	0.00
621-53441-621	EQUIPMENT MAINTENAN...	1,840.82	0.00
621-53451-621	VEHICLE MAINTENANCE	5,214.95	0.00
621-53511-621	ELECTRICITY	647.46	0.00
621-53561-621	PHONE & INTERNET	248.37	0.00
631-52111-631	DEPARTMENT SUPPLIES	325.07	0.00
631-52511-631	GASOLINE	1,270.50	0.00
631-52521-631	OTHER FUEL	4,198.77	0.00
631-53111-631	CONTRACTUAL SERVICES	961.96	0.00
631-53441-631	EQUIPMENT MAINTENAN...	2,704.60	0.00
631-53451-631	VEHICLE MAINTENANCE	376.56	0.00
631-53461-631	FACILITY REPAIRS	3,888.75	0.00
631-53511-631	ELECTRICITY	615.67	0.00
631-53531-631	ELECTRIC POWER	41.53	0.00
631-53561-631	PHONE & INTERNET	188.09	0.00
631-53571-631	CELLULAR PHONE	42.91	0.00
631-53711-631	SCHOOL & CONFERENCE	499.80	0.00
631-54311-631	STRUCTURES	30,620.28	0.00
641-52111-641	DEPARTMENT SUPPLIES	4,680.32	0.00
641-52116-641	METERS	385.53	0.00
641-52117-641	SAMPLES	361.00	0.00
641-52411-641	POSTAGE	256.32	0.00
641-52511-641	GASOLINE	1,996.71	0.00
641-52521-641	OTHER FUEL	157.53	0.00
641-52611-641	CHEMICALS	4,922.01	0.00
641-53111-641	CONTRACTUAL SERVICES	1,335.48	0.00
641-53451-641	VEHICLE MAINTENANCE	403.02	0.00
641-53511-641	ELECTRICITY	20.40	0.00
641-53531-641	ELECTRIC POWER	3,488.24	0.00
641-53561-641	PHONE & INTERNET	180.30	0.00
641-53571-641	CELLULAR PHONE	42.91	0.00
641-53631-641	RENT-MACHINES	66.18	0.00
661-52511-661	GASOLINE	52.89	0.00
661-53111-661	CONTRACTUAL SERVICES	3,100.00	0.00
661-53561-661	PHONE & INTERNET	34.12	0.00
713-21512	MEDICARE W/H EE PAYAB...	9,378.12	9,378.12
713-21513	FICA W/H EE PAYABLE	34,632.32	34,632.32
713-21514	FED W/H EE PAYABLE	27,950.39	27,950.39
713-21515	STATE W/H EE PAYABLE	25,001.27	25,001.27
713-21517	POL UNION DUES EE PAY	936.00	936.00
713-21518	FIRE UNION DUES EE PAY	300.00	300.00
713-21523	LIFE INS EE PAYABLE	781.62	781.62
713-21524	SMEC EE PAYABLE	164.77	164.77
713-21527	WAGE ATTACHMENT EE ...	292.25	292.25
713-21528	REGULAR RETIRE EE PAY	17,878.00	17,878.00
713-21529	DEFERRED COMP EE PAY	3,536.47	3,536.47
713-21531	RETIRE FIRE EE PAYABLE	8,200.27	8,200.27
713-21533	RETIRE POLICE EE PAY	12,713.71	12,713.71

Account Summary

Account Number	Account Name	Expense Amount	Payment Amount
713-21534	DIS INC INS EE PAYABLE	1,231.17	1,231.17
713-21539	CHILD SUPPORT EE PAY	2,307.18	2,307.18
713-21540	YMCA PAY EE	841.00	841.00
713-21541	HSA EE PAYABLE	9,816.74	9,816.74
713-21723	LIFE INS ER PAYABLE	1,102.19	1,102.19
721-53111-721	CONTRACTUAL SERVICES	2,400.83	0.00
721-53561-721	PHONE & INTERNET	45.27	0.00
812-53863-112	FLEXIBLE BENFT EXPENSES	750.00	750.00
Grand Total:		1,159,556.12	158,289.06

Project Account Summary

Project Account Key	Expense Amount	Payment Amount
None	960,550.45	158,289.06
2118652931	195,714.68	0.00
2122152111	103.98	0.00
6002052511	52.89	0.00
6002053111	3,100.00	0.00
6002053561	34.12	0.00
Grand Total:	1,159,556.12	158,289.06

UTILITY REFUNDS 8-15-22

Account #	Contact	Service Address	Refund Amount
015-5226-11	JENNIFER SCHROEDER	536 W 42ND ST SCOTTSBLUFF NE 69361	4.88
030-1648-05	BUYERS REALTY	1614 AVE I SCOTTSBLUFF NE 69361	4.83
01-0864	Active	SCOTTSBLUFF LANDSCAPING	25.61
01-0865	Active	TREE MONKEY'S LLC	46.94
2			82.26

City of Scottsbluff, Nebraska

Monday, August 15, 2022

Regular Meeting

Item Fin Rep1

Council to receive the July 2022 Financial Report.

Staff Contact: Liz Loutzenhiser, Finance Director

City of Scottsbluff

FUND EQUITY IN CASH - YEAR TO DATE

FOR THE TEN MONTHS ENDED JULY 31, 2022 AND 2021

Fund	Fund #	OCTOBER 1, 2020 JULY 31, 2021		OCTOBER 1, 2021 JULY 31, 2022	
		NET CHANGE IN CASH		NET CHANGE IN CASH	
General	111	\$	(1,051,141.54)	\$	576,092.83
Regional Library	211		3,222.06		(44,605.86)
Transportation	212		118,960.11		(1,530,321.11)
Cemetery	213		(32,228.85)		(27,670.69)
Cemetery Perp Care	214		(22,959.87)		(22,950.77)
Special Projects	215		906,384.65		(267,892.10)
Business Improvement	216		17,287.41		13,246.17
Public Safety	218		(71,731.99)		64,627.22
Scb Industrial Sites	219		554.89		(192.12)
Keno	223		2,401.34		44,344.41
Economic Development	224		(1,192,010.61)		168,291.89
Mutual Fire Organization	225		68,434.98		80,530.96
Debt Service	311		89,998.00		911,439.23
TIF	321		(113,058.13)		41,923.78
CDBG	411		307.13		(86.66)
Leasing Corporation	412		66.48		(18.86)
Capital Projects	511		(35,075.14)		76,392.18
Environmental Services	621		545,824.47		10,702.06
Wastewater	631		(20,234.16)		163,297.44
Water	641		748,249.23		531,626.81
Electric	651		17,994.40		(4,013.77)
Stormwater	661		14,711.05		(32,110.94)
GIS	721		(42,474.27)		(38,144.84)
Central Garage	725		(31,475.38)		476,452.81
Unemployment Comp	811		828.48		(185.44)
Health Insurance	812		618,059.25		151,049.16
TOTAL		\$	540,893.99	\$	1,341,823.79

LED LIGHT REPLACEMENT PROJECT - LIBRARY
BOND PMT (42ND ST), AVE B MILL & OVERLAY, CASH TRANSFER TO CENTRAL GARAGE
OPERATIONS
TRANSFER OUT TO CEMETERY OPERATING
RBOT REMITTED TO MALL OWNER/HAIL INS REPAIRS

BOND PAYMENT (42ND STR)
ANNUAL SOFTWARE SUPPORT
TRANSFER IN FROM ENVIRO SVC AND STREETS

City of Scottsbluff

Fund Equity in Cash
July 31, 2022

Fund	Fund #	2 YRS PRIOR July 31, 2020	PRIOR YEAR July 31, 2021	PRIOR MONTH June 30, 2022	CURRENT MONTH July 31, 2022	MONTHLY CHANGE IN CASH	
General	111	\$ 7,986,289.21	\$ 7,606,363.27	\$ 8,448,568.51	\$ 8,521,301.95	\$ 72,733.44	
Regional Library	211	55,888.82	59,264.81	14,748.90	14,758.60	9.70	
Transportation	212	3,632,528.43	4,034,797.04	2,275,683.08	2,257,398.62	(18,284.46)	PURCHASE BUCKET TRUCK
Cemetery	213	60,767.62	87,231.11	230,003.63	217,158.58	(12,845.05)	OPERATIONS
Cemetery Perp Care	214	791,989.28	751,399.51	599,712.57	603,365.89	3,653.32	
Special Projects	215	1,177,907.80	1,991,821.05	1,784,130.13	1,730,165.70	(53,964.43)	HAIL INSURANCE REPAIRS
Business Improvement	216	261,209.71	288,545.18	316,019.59	310,900.29	(5,119.30)	
Public Safety	218	459,345.77	328,922.16	411,895.95	418,265.19	6,369.24	
Scb Industrial Sites	219	70,932.08	71,630.19	71,511.48	71,558.52	47.04	
Keno	223	170,706.72	176,734.72	229,989.04	235,378.88	5,389.84	
Economic Development	224	2,980,169.50	1,819,877.33	2,169,452.17	2,287,861.85	118,409.68	
Mutual Fire Organization	225	432,457.23	500,592.70	570,458.43	570,833.70	375.27	
Debt Service	311	3,730,793.01	3,365,357.99	4,546,242.86	4,575,395.96	29,153.10	
TIF	321	203,657.76	207,292.79	263,497.29	249,568.99	(13,928.30)	TIF PASS THROUGH PAYMENTS
CDBG	411	32,146.12	32,518.16	32,464.82	32,486.18	21.36	
Leasing Corporation	412	6,994.97	7,075.57	7,063.96	7,068.61	4.65	
Capital Projects	511	86,924.95	68,782.38	155,480.42	161,823.37	6,342.95	
Environmental Services	621	3,094,548.71	3,770,513.85	3,495,758.77	3,287,784.37	(207,974.40)	COMPOST FACILITY EQUIPMENT (50% SHARE)
Wastewater	631	3,018,014.04	3,195,733.26	2,979,132.70	2,789,209.08	(189,923.62)	COMPOST FACILITY EQUIPMENT (50% SHARE)
Water	641	2,795,732.02	3,905,044.77	4,643,434.12	4,778,900.77	135,466.65	
Electric	651	1,498,438.57	1,519,458.39	1,517,001.70	1,517,999.64	997.94	
Stormwater	661	598,526.53	629,432.32	616,458.86	631,734.56	15,275.70	
GIS	721	78,113.86	79,948.57	60,857.86	56,434.43	(4,423.43)	
Central Garage	725	(510,123.65)	(555,494.94)	0.01	0.01	-	
Unemployment Comp	811	69,702.53	70,191.32	70,077.81	70,123.91	46.10	
Health Insurance	812	2,847,946.44	3,283,858.37	3,458,386.80	3,461,935.02	3,548.22	
TOTAL		\$ 35,631,608.03	\$ 37,296,891.87	\$ 38,968,031.46	\$ 38,859,412.67	\$ (108,618.79)	



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

	2019-2020 YTD Activity	2020-2021 YTD Activity	2021-2022 Budget	July 2021-2022 MTD Activity	2021-2022 YTD Activity	2021-2022 Budget Remaining	% Budget Remaining
<u>111 - GENERAL</u>							
400 - Taxes	4,806,101.53	5,040,767.43	5,621,600.00	544,265.00	5,263,894.84	357,705.16	6 %
412 - Intergovernmental	177,988.38	136,705.00	172,138.00	2,321.00	188,307.77	(16,169.77)	-9 %
420 - Charges for Services	333,242.80	492,787.00	461,850.00	55,025.66	443,293.51	18,556.49	4 %
460 - Investment Income	88,079.94	46,988.95	10,000.00	5,601.92	48,949.71	(38,949.71)	-389 %
470 - Miscellaneous Revenues	83,290.49	163,200.96	33,660.00	14,418.10	167,932.74	(134,272.74)	-399 %
480 - Other Financing Uses	2,429,434.45	2,578,604.81	2,900,000.00	250,220.85	2,480,607.26	419,392.74	14 %
111 - GENERAL Totals:	7,918,137.59	8,459,054.15	9,199,248.00	871,852.53	8,592,985.83	0.00	7 %
<u>211 - REGIONAL LIBRARY</u>							
412 - Intergovernmental	2,363.00	0.00	0.00	0.00	0.00	0.00	0 %
460 - Investment Income	615.67	333.17	100.00	9.70	252.12	(152.12)	-152 %
470 - Miscellaneous Revenues	536.10	2,536.15	200.00	0.00	0.00	200.00	100 %
211 - REGIONAL LIBRARY Totals:	3,514.77	2,869.32	300.00	9.70	252.12	0.00	16 %
<u>212 - STREETS</u>							
400 - Taxes	1,060,204.03	1,032,071.38	1,148,493.00	100,130.90	973,496.27	174,996.73	15 %
412 - Intergovernmental	1,750,245.78	1,964,450.84	2,066,550.90	151,000.31	1,809,121.06	257,429.84	12 %
420 - Charges for Services	36,987.50	37,869.50	36,792.00	0.00	40,074.50	(3,282.50)	-9 %
460 - Investment Income	38,470.35	20,516.99	6,000.00	1,484.02	12,205.64	(6,205.64)	-103 %
470 - Miscellaneous Revenues	39,294.77	3,504.48	0.00	333.35	1,677.85	(1,677.85)	0 %
480 - Other Financing Uses	2,258,520.98	0.00	0.00	0.00	0.00	0.00	0 %
212 - STREETS Totals:	5,183,723.41	3,058,413.19	3,257,835.90	252,948.58	2,836,575.32	0.00	13 %
<u>213 - CEMETERY</u>							
420 - Charges for Services	37,000.00	52,550.00	45,000.00	5,550.00	49,100.00	(4,100.00)	-9 %
460 - Investment Income	1,015.00	1,003.34	500.00	142.76	1,507.96	(1,007.96)	-202 %
470 - Miscellaneous Revenues	31,200.00	44,310.59	39,000.00	4,700.00	68,814.00	(29,814.00)	-76 %
480 - Other Financing Uses	70,000.00	175,000.00	150,000.00	0.00	75,000.00	75,000.00	50 %
213 - CEMETERY Totals:	139,215.00	272,863.93	234,500.00	10,392.76	194,421.96	0.00	17 %
<u>214 - CEMETARY PERPETUAL CARE</u>							
400 - Taxes	120,280.42	122,024.36	65,000.00	1,456.67	34,652.45	30,347.55	47 %

	2019-2020 YTD Activity	2020-2021 YTD Activity	2021-2022 Budget	July 2021-2022 MTD Activity	2021-2022 YTD Activity	2021-2022 Budget Remaining	% Budget Remaining
420 - Charges for Services	15,600.00	21,000.00	17,000.00	1,800.00	20,800.00	(3,800.00)	-22 %
460 - Investment Income	8,305.00	4,112.38	1,500.00	396.65	3,544.33	(2,044.33)	-136 %
214 - CEMETARY PERPETUAL CARE Totals:	144,185.42	147,136.74	83,500.00	3,653.32	58,996.78	0.00	29 %
<u>215 - SPECIAL PROJECTS</u>							
400 - Taxes	80,225.29	91,260.17	85,000.00	8,977.79	90,331.55	(5,331.55)	-6 %
412 - Intergovernmental	15,716.91	1,320,955.33	1,288,117.00	9,424.71	46,425.74	1,241,691.26	96 %
450 - Contributions & Donations	3,185.00	20,035.00	0.00	0.00	4,245.00	(4,245.00)	0 %
460 - Investment Income	13,322.62	5,463.55	1,000.00	1,137.41	11,145.34	(10,145.34)	-1,015 %
470 - Miscellaneous Revenues	1,112,564.05	205,311.35	500,000.00	0.00	0.00	500,000.00	100 %
215 - SPECIAL PROJECTS Totals:	1,225,013.87	1,643,025.40	1,874,117.00	19,539.91	152,147.63	0.00	92 %
<u>216 - BUSINESS IMPROVEMENT</u>							
400 - Taxes	31,213.51	38,541.02	54,300.00	362.53	39,530.88	14,769.12	27 %
460 - Investment Income	2,863.28	1,622.44	500.00	204.39	1,824.38	(1,324.38)	-265 %
216 - BUSINESS IMPROVEMENT Totals:	34,076.79	40,163.46	54,800.00	566.92	41,355.26	0.00	25 %
<u>218 - PUBLIC SAFETY</u>							
400 - Taxes	156,810.02	159,083.65	216,000.00	7,318.97	156,171.89	59,828.11	28 %
412 - Intergovernmental	7,060.30	4,865.58	0.00	3,936.18	7,436.18	(7,436.18)	0 %
460 - Investment Income	4,816.52	1,714.53	500.00	274.97	2,177.81	(1,677.81)	-336 %
470 - Miscellaneous Revenues	118,981.67	7,878.20	0.00	0.00	0.00	0.00	0 %
218 - PUBLIC SAFETY Totals:	287,668.51	173,541.96	216,500.00	11,530.12	165,785.88	0.00	23 %
<u>219 - INDUSTRIAL SITES</u>							
460 - Investment Income	813.49	416.39	200.00	47.04	430.50	(230.50)	-115 %
219 - INDUSTRIAL SITES Totals:	813.49	416.39	200.00	47.04	430.50	0.00	-115 %
<u>223 - KENO</u>							
460 - Investment Income	1,941.01	900.56	500.00	154.74	1,288.67	(788.67)	-158 %
470 - Miscellaneous Revenues	46,565.64	60,843.51	66,200.00	5,320.10	73,108.84	(6,908.84)	-10 %
223 - KENO Totals:	48,506.65	61,744.07	66,700.00	5,474.84	74,397.51	0.00	-12 %
<u>224 - ECONOMIC DEVELOPMENT</u>							
400 - Taxes	908,546.20	940,351.39	1,016,000.00	104,056.11	966,156.14	49,843.86	5 %
460 - Investment Income	48,676.83	12,639.28	5,000.00	1,504.04	10,973.45	(5,973.45)	-119 %

	2019-2020 YTD Activity	2020-2021 YTD Activity	2021-2022 Budget	July 2021-2022 MTD Activity	2021-2022 YTD Activity	2021-2022 Budget Remaining	% Budget Remaining
470 - Miscellaneous Revenues	251,725.06	644,373.85	569,784.00	26,690.20	409,967.23	159,816.77	28 %
224 - ECONOMIC DEVELOPMENT Totals:	1,208,948.09	1,597,364.52	1,590,784.00	132,250.35	1,387,096.82	0.00	13 %
<u>225 - MUTUAL FIRE</u>							
412 - Intergovernmental	3,145.00	0.00	0.00	0.00	0.00	0.00	0 %
460 - Investment Income	4,499.27	2,711.55	500.00	375.27	3,132.51	(2,632.51)	-527 %
470 - Miscellaneous Revenues	105,696.00	105,696.00	105,696.00	0.00	104,540.00	1,156.00	1 %
225 - MUTUAL FIRE Totals:	113,340.27	108,407.55	106,196.00	375.27	107,672.51	0.00	-1 %
<u>311 - DEBT SERVICE</u>							
400 - Taxes	679,232.64	717,007.15	1,049,115.00	26,145.23	745,759.18	303,355.82	29 %
460 - Investment Income	38,303.32	17,339.29	10,000.00	3,007.87	24,925.30	(14,925.30)	-149 %
470 - Miscellaneous Revenues	84,137.99	81,433.22	96,640.00	0.00	172,068.77	(75,428.77)	-78 %
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:	801,673.95	815,779.66	2,155,755.00	29,153.10	942,753.25	0.00	56 %
<u>321 - CRA</u>							
400 - Taxes	235,609.85	357,053.00	479,324.00	0.00	404,556.10	74,767.90	16 %
460 - Investment Income	2,483.38	1,270.63	500.00	164.07	1,617.36	(1,117.36)	-223 %
470 - Miscellaneous Revenues	0.00	0.00	0.00	0.00	49,215.00	(49,215.00)	0 %
480 - Other Financing Uses	0.00	0.00	0.00	0.00	125,000.00	(125,000.00)	0 %
321 - CRA Totals:	238,093.23	358,323.63	479,824.00	164.07	580,388.46	0.00	-21 %
<u>411 - CDBG</u>							
412 - Intergovernmental	0.00	0.00	732,500.00	0.00	0.00	732,500.00	100 %
460 - Investment Income	368.36	189.19	100.00	21.36	195.44	(95.44)	-95 %
411 - CDBG Totals:	368.36	189.19	732,600.00	21.36	195.44	0.00	100 %
<u>412 - LEASE CORPORATION</u>							
460 - Investment Income	80.21	43.73	10.00	4.65	42.53	(32.53)	-325 %
480 - Other Financing Uses	688,951.24	742,017.29	0.00	0.00	0.00	0.00	0 %
412 - LEASE CORPORATION Totals:	689,031.45	742,061.02	10.00	4.65	42.53	0.00	-325 %
<u>511 - CAPITAL PROJECTS FUND</u>							
400 - Taxes	44,548.32	45,194.24	159,000.00	6,236.57	129,505.48	29,494.52	19 %
460 - Investment Income	1,090.62	643.40	100.00	106.38	813.44	(713.44)	-713 %
511 - CAPITAL PROJECTS FUND Totals:	45,638.94	45,837.64	159,100.00	6,342.95	130,318.92	0.00	18 %

	2019-2020 YTD Activity	2020-2021 YTD Activity	2021-2022 Budget	July 2021-2022 MTD Activity	2021-2022 YTD Activity	2021-2022 Budget Remaining	% Budget Remaining
<u>621 - ENVIRONMENTAL SERVICES</u>							
412 - Intergovernmental	0.00	0.00	0.00	0.00	17,824.34	(17,824.34)	0 %
420 - Charges for Services	2,499,777.53	2,609,651.14	3,182,055.00	267,343.34	2,726,069.76	455,985.24	14 %
460 - Investment Income	31,533.97	19,561.96	5,000.00	2,161.40	19,863.24	(14,863.24)	-297 %
470 - Miscellaneous Revenues	4.55	148.79	0.00	32.40	102.60	(102.60)	0 %
480 - Other Financing Uses	2,984.95	0.00	0.00	0.00	0.00	0.00	0 %
621 - ENVIRONMENTAL SERVICES Totals:	2,534,301.00	2,629,361.89	3,187,055.00	269,537.14	2,763,859.94	0.00	13 %
<u>631 - WASTEWATER</u>							
420 - Charges for Services	2,219,069.01	2,283,253.77	2,725,209.00	242,331.74	2,297,218.49	427,990.51	16 %
440 - Rents	0.00	2,496.00	0.00	1,415.00	6,565.00	(6,565.00)	0 %
460 - Investment Income	33,222.75	17,337.39	5,000.00	1,833.63	16,876.51	(11,876.51)	-238 %
470 - Miscellaneous Revenues	122.50	1,292.00	0.00	215.00	2,005.00	(2,005.00)	0 %
480 - Other Financing Uses	11,235.18	0.00	0.00	0.00	0.00	0.00	0 %
631 - WASTEWATER Totals:	2,263,649.44	2,304,379.16	2,730,209.00	245,795.37	2,322,665.00	0.00	15 %
<u>641 - WATER</u>							
420 - Charges for Services	1,605,566.35	1,690,338.28	1,986,183.84	213,238.63	1,723,411.48	262,772.36	13 %
440 - Rents	36,532.19	38,291.58	41,903.00	3,670.60	37,538.12	4,364.88	10 %
460 - Investment Income	29,941.96	20,783.42	5,000.00	3,141.66	27,105.90	(22,105.90)	-442 %
470 - Miscellaneous Revenues	23,185.83	24,355.58	5,000.00	2,429.43	27,072.44	(22,072.44)	-441 %
641 - WATER Totals:	1,695,226.33	1,773,768.86	2,038,086.84	222,480.32	1,815,127.94	0.00	11 %
<u>651 - ELECTRIC</u>							
460 - Investment Income	17,170.38	8,825.93	5,000.00	997.94	9,132.27	(4,132.27)	-83 %
470 - Miscellaneous Revenues	2,340,934.45	2,490,104.81	2,900,000.00	250,220.85	2,480,607.26	419,392.74	14 %
651 - ELECTRIC Totals:	2,358,104.83	2,498,930.74	2,905,000.00	251,218.79	2,489,739.53	0.00	14 %
<u>661 - STORMWATER</u>							
412 - Intergovernmental	0.00	3,684.92	0.00	0.00	0.00	0.00	0 %
420 - Charges for Services	97,557.01	102,447.65	134,400.00	11,788.16	116,530.54	17,869.46	13 %
460 - Investment Income	6,518.14	3,489.41	1,000.00	415.30	3,724.60	(2,724.60)	-272 %
470 - Miscellaneous Revenues	14,210.40	8,517.83	12,000.00	12,336.00	22,685.05	(10,685.05)	-89 %
480 - Other Financing Uses	25,000.00	25,000.00	50,000.00	0.00	25,000.00	25,000.00	50 %
661 - STORMWATER Totals:	143,285.55	143,139.81	197,400.00	24,539.46	167,940.19	0.00	15 %

	2019-2020 YTD Activity	2020-2021 YTD Activity	2021-2022 Budget	July 2021-2022 MTD Activity	2021-2022 YTD Activity	2021-2022 Budget Remaining	% Budget Remaining
<u>713 - CASH & INVESTMENT POOL</u>							
470 - Miscellaneous Revenues	4.39	(5.05)	0.00	0.00	5.45	(5.45)	0 %
713 - CASH & INVESTMENT POOL Totals:	4.39	(5.05)	0.00	0.00	5.45	0.00	0 %
<u>721 - GIS SERVICES</u>							
460 - Investment Income	1,088.77	582.52	300.00	37.10	434.35	(134.35)	-45 %
480 - Other Financing Uses	52,787.50	25,000.00	50,000.00	0.00	25,000.00	25,000.00	50 %
721 - GIS SERVICES Totals:	53,876.27	25,582.52	50,300.00	37.10	25,434.35	0.00	49 %
<u>725 - CENTRAL GARAGE</u>							
420 - Charges for Services	99,564.10	86,690.18	0.00	0.00	0.00	0.00	0 %
480 - Other Financing Uses	0.00	95,000.00	475,000.00	0.00	476,518.76	(1,518.76)	0 %
725 - CENTRAL GARAGE Totals:	99,564.10	181,690.18	475,000.00	0.00	476,518.76	0.00	0 %
<u>811 - UNEMPLOYMENT COMP</u>							
460 - Investment Income	800.96	407.70	250.00	46.10	421.87	(171.87)	-69 %
811 - UNEMPLOYMENT COMP Totals:	800.96	407.70	250.00	46.10	421.87	0.00	-69 %
<u>812 - HEALTH INSURANCE</u>							
460 - Investment Income	28,604.44	17,603.80	5,000.00	2,275.88	21,119.49	(16,119.49)	-322 %
470 - Miscellaneous Revenues	1,734,134.50	1,864,089.68	2,581,000.00	203,820.42	2,033,679.90	547,320.10	21 %
812 - HEALTH INSURANCE Totals:	1,762,738.94	1,881,693.48	2,586,000.00	206,096.30	2,054,799.39	0.00	21 %



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

	2019-2020 YTD Activity	2020-2021 YTD Activity	2021-2022 Budget	July 2021-2022 MTD Activity	2021-2022 YTD Activity	2021-2022 Budget Remaining	% Budget Remaining
<u>111 - GENERAL</u>							
500 - Personnel	5,308,051.82	5,652,219.71	7,346,146.07	575,566.05	5,551,804.08	1,794,341.99	24 %
503 - Supplies	253,092.82	299,174.96	490,500.00	40,971.47	360,913.32	129,586.68	26 %
504 - Contract Services	1,293,373.57	1,463,258.78	2,318,099.00	207,207.14	1,584,188.08	733,910.92	32 %
550 - Capital Outlay	455,208.95	2,003,346.49	1,560,000.00	7,750.00	172,027.89	1,387,972.11	89 %
570 - Other Financing Uses	0.00	25,000.00	250,000.00	0.00	0.00	250,000.00	100 %
111 - GENERAL Totals:	7,309,727.16	9,442,999.94	11,964,745.07	831,494.66	7,668,933.37	0.00	36 %
<u>211 - REGIONAL LIBRARY</u>							
503 - Supplies	106.90	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	44,370.00	5,247.00	11 %
211 - REGIONAL LIBRARY Totals:	106.90	0.00	56,117.00	0.00	44,370.00	0.00	21 %
<u>212 - STREETS</u>							
500 - Personnel	757,019.67	844,242.71	1,118,985.03	79,467.90	859,730.57	259,254.46	23 %
503 - Supplies	116,668.07	209,322.92	324,150.00	9,366.00	140,919.19	183,230.81	57 %
504 - Contract Services	683,998.63	474,293.97	923,545.00	41,150.14	462,980.44	460,564.56	50 %
550 - Capital Outlay	2,325,538.67	480,641.18	542,500.00	141,249.00	1,635,382.05	(1,092,882.05)	-201 %
560 - Debt Service	850,827.97	875,298.38	827,181.56	0.00	827,181.56	0.00	0 %
570 - Other Financing Uses	27,837.50	52,250.00	450,000.00	0.00	244,509.38	205,490.62	46 %
212 - STREETS Totals:	4,761,890.51	2,936,049.16	4,186,361.59	271,233.04	4,170,703.19	0.00	0 %
<u>213 - CEMETERY</u>							
500 - Personnel	129,652.38	150,087.03	229,642.29	19,870.27	182,457.80	47,184.49	21 %
503 - Supplies	10,222.02	20,689.23	30,650.00	2,253.75	15,460.64	15,189.36	50 %
504 - Contract Services	16,417.14	15,492.50	31,115.00	1,173.79	14,721.97	16,393.03	53 %
550 - Capital Outlay	0.00	108,907.41	25,000.00	0.00	0.00	25,000.00	100 %
213 - CEMETERY Totals:	156,291.54	295,176.17	316,407.29	23,297.81	212,640.41	0.00	33 %
<u>214 - CEMETARY PERPETUAL CARE</u>							
570 - Other Financing Uses	70,000.00	175,000.00	150,000.00	0.00	75,000.00	75,000.00	50 %
214 - CEMETARY PERPETUAL CARE Totals:	70,000.00	175,000.00	150,000.00	0.00	75,000.00	0.00	50 %
<u>215 - SPECIAL PROJECTS</u>							

	2019-2020 YTD Activity	2020-2021 YTD Activity	2021-2022 Budget	July 2021-2022 MTD Activity	2021-2022 YTD Activity	2021-2022 Budget Remaining	% Budget Remaining
500 - Personnel	15,343.55	26,838.51	0.00	9,424.71	46,425.75	(46,425.75)	0 %
503 - Supplies	136,548.63	276,664.27	550,000.00	64,079.63	259,080.28	290,919.72	53 %
504 - Contract Services	47,894.48	39,778.50	2,656,234.00	0.00	46,381.46	2,609,852.54	98 %
550 - Capital Outlay	0.00	238,255.98	250,000.00	0.00	0.00	250,000.00	100 %
215 - SPECIAL PROJECTS Totals:	199,786.66	581,537.26	3,456,234.00	73,504.34	351,887.49	0.00	90 %
<u>216 - BUSINESS IMPROVEMENT</u>							
500 - Personnel	22,115.75	8,050.65	10,000.00	0.00	5,379.26	4,620.74	46 %
503 - Supplies	0.00	0.00	10,000.00	0.00	0.00	10,000.00	100 %
504 - Contract Services	7,609.64	13,758.37	62,500.00	5,686.22	16,154.31	46,345.69	74 %
550 - Capital Outlay	0.00	0.00	150,000.00	0.00	0.00	150,000.00	100 %
216 - BUSINESS IMPROVEMENT Totals:	29,725.39	21,809.02	232,500.00	5,686.22	21,533.57	0.00	91 %
<u>218 - PUBLIC SAFETY</u>							
503 - Supplies	12,845.79	37,192.39	14,500.00	5,160.88	13,542.46	957.54	7 %
504 - Contract Services	85,696.04	92,982.44	55,000.00	0.00	52,013.22	2,986.78	5 %
550 - Capital Outlay	159,970.31	109,041.52	110,000.00	0.00	13,523.60	96,476.40	88 %
570 - Other Financing Uses	0.00	0.00	150,000.00	0.00	0.00	150,000.00	100 %
218 - PUBLIC SAFETY Totals:	258,512.14	239,216.35	329,500.00	5,160.88	79,079.28	0.00	76 %
<u>219 - INDUSTRIAL SITES</u>							
504 - Contract Services	351.00	297.00	66,500.00	0.00	0.00	66,500.00	100 %
219 - INDUSTRIAL SITES Totals:	351.00	297.00	66,500.00	0.00	0.00	0.00	100 %
<u>223 - KENO</u>							
503 - Supplies	14,109.74	11,622.92	13,500.00	0.00	4,999.80	8,500.20	63 %
504 - Contract Services	11,402.09	500.48	31,500.00	85.00	13,461.27	18,038.73	57 %
550 - Capital Outlay	15,879.25	0.00	35,000.00	0.00	0.00	35,000.00	100 %
223 - KENO Totals:	41,391.08	12,123.40	80,000.00	85.00	18,461.07	0.00	77 %
<u>224 - ECONOMIC DEVELOPMENT</u>							
500 - Personnel	87,835.32	120,765.90	214,341.15	17,442.63	158,055.38	56,285.77	26 %
503 - Supplies	2,390.78	1,410.11	4,250.00	150.34	5,467.15	(1,217.15)	-29 %
504 - Contract Services	2,374,196.82	1,861,607.08	3,629,686.00	1,885.33	870,245.08	2,759,440.92	76 %
224 - ECONOMIC DEVELOPMENT Totals:	2,464,422.92	1,983,783.09	3,848,277.15	19,478.30	1,033,767.61	0.00	73 %

	2019-2020 YTD Activity	2020-2021 YTD Activity	2021-2022 Budget	July 2021-2022 MTD Activity	2021-2022 YTD Activity	2021-2022 Budget Remaining	% Budget Remaining
<u>225 - MUTUAL FIRE</u>							
503 - Supplies	11,977.25	32,384.34	31,000.00	0.00	18,130.79	12,869.21	42 %
504 - Contract Services	0.00	10,564.44	5,500.00	0.00	5,282.22	217.78	4 %
550 - Capital Outlay	5,365.00	0.00	0.00	0.00	0.00	0.00	0 %
570 - Other Financing Uses	0.00	0.00	100,000.00	0.00	0.00	100,000.00	100 %
225 - MUTUAL FIRE Totals:	17,342.25	42,948.78	136,500.00	0.00	23,413.01	0.00	83 %
<u>311 - DEBT SERVICE</u>							
504 - Contract Services	5,420.00	2,280.00	8,000.00	0.00	3,000.00	5,000.00	63 %
570 - Other Financing Uses	688,951.24	742,017.29	3,500,000.00	0.00	0.00	3,500,000.00	100 %
311 - DEBT SERVICE Totals:	694,371.24	744,297.29	3,508,000.00	0.00	3,000.00	0.00	100 %
<u>321 - CRA</u>							
503 - Supplies	0.00	0.00	0.00	0.00	125,000.00	(125,000.00)	0 %
504 - Contract Services	0.00	0.00	0.00	0.00	5,980.00	(5,980.00)	0 %
560 - Debt Service	235,755.50	272,497.30	479,324.00	14,092.37	404,556.10	74,767.90	16 %
321 - CRA Totals:	235,755.50	272,497.30	479,324.00	14,092.37	535,536.10	0.00	-12 %
<u>411 - CDBG</u>							
504 - Contract Services	0.00	78.75	732,500.00	0.00	0.00	732,500.00	100 %
411 - CDBG Totals:	0.00	78.75	732,500.00	0.00	0.00	0.00	100 %
<u>412 - LEASE CORPORATION</u>							
504 - Contract Services	15.00	20.00	0.00	0.00	0.00	0.00	0 %
560 - Debt Service	688,951.24	742,017.29	0.00	0.00	0.00	0.00	0 %
412 - LEASE CORPORATION Totals:	688,966.24	742,037.29	0.00	0.00	0.00	0.00	0 %
<u>511 - CAPITAL PROJECTS FUND</u>							
550 - Capital Outlay	45,619.91	76,633.96	170,000.00	0.00	52,996.44	117,003.56	69 %
511 - CAPITAL PROJECTS FUND Totals:	45,619.91	76,633.96	170,000.00	0.00	52,996.44	0.00	69 %
<u>621 - ENVIRONMENTAL SERVICES</u>							
500 - Personnel	899,511.26	968,836.06	1,272,653.37	98,579.22	1,040,452.36	232,201.01	18 %
503 - Supplies	91,044.86	160,238.70	198,000.00	16,246.45	198,548.00	(548.00)	0 %
504 - Contract Services	653,307.93	648,681.81	901,090.00	63,433.77	677,278.82	223,811.18	25 %
550 - Capital Outlay	253,228.74	0.00	2,590,000.00	330,247.00	497,996.00	2,092,004.00	81 %

	2019-2020 YTD Activity	2020-2021 YTD Activity	2021-2022 Budget	July 2021-2022 MTD Activity	2021-2022 YTD Activity	2021-2022 Budget Remaining	% Budget Remaining
570 - Other Financing Uses	27,000.00	54,500.00	237,500.00	0.00	238,259.38	(759.38)	0 %
621 - ENVIRONMENTAL SERVICES Totals:	1,924,092.79	1,832,256.57	5,199,243.37	508,506.44	2,652,534.56	0.00	49 %
<u>631 - WASTEWATER</u>							
500 - Personnel	704,008.94	817,937.16	1,129,561.28	87,276.68	917,717.46	211,843.82	19 %
503 - Supplies	42,540.00	63,198.70	138,546.00	5,521.08	72,103.49	66,442.51	48 %
504 - Contract Services	422,407.93	414,041.83	673,438.00	28,915.38	421,333.74	252,104.26	37 %
550 - Capital Outlay	163,264.37	613,662.51	1,378,000.00	330,247.00	496,143.90	881,856.10	64 %
560 - Debt Service	337,958.60	202,551.30	67,144.00	0.00	67,143.94	0.06	0 %
570 - Other Financing Uses	224,286.00	66,375.00	668,750.00	0.00	170,534.60	498,215.40	74 %
631 - WASTEWATER Totals:	1,894,465.84	2,177,766.50	4,055,439.28	451,960.14	2,144,977.13	0.00	47 %
<u>641 - WATER</u>							
500 - Personnel	619,486.81	673,781.01	884,761.16	67,920.57	722,568.33	162,192.83	18 %
503 - Supplies	205,331.89	147,864.22	327,000.00	22,161.39	128,329.68	198,670.32	61 %
504 - Contract Services	288,091.05	259,287.35	427,956.00	27,417.54	266,686.89	161,269.11	38 %
550 - Capital Outlay	174,421.50	30,327.41	870,000.00	0.00	27,630.61	842,369.39	97 %
570 - Other Financing Uses	40,225.00	35,375.00	618,750.00	0.00	9,375.00	609,375.00	98 %
641 - WATER Totals:	1,327,556.25	1,146,634.99	3,128,467.16	117,499.50	1,154,590.51	0.00	63 %
<u>651 - ELECTRIC</u>							
570 - Other Financing Uses	2,340,934.45	2,490,104.81	2,900,000.00	250,220.85	2,480,607.26	419,392.74	14 %
651 - ELECTRIC Totals:	2,340,934.45	2,490,104.81	2,900,000.00	250,220.85	2,480,607.26	0.00	14 %
<u>661 - STORMWATER</u>							
503 - Supplies	2,454.38	12,570.34	14,570.00	0.00	3,399.02	11,170.98	77 %
504 - Contract Services	32,011.21	37,661.07	97,711.00	8,048.84	50,535.73	47,175.27	48 %
550 - Capital Outlay	12,750.00	0.00	130,000.00	1,532.00	43,894.50	86,105.50	66 %
560 - Debt Service	79,063.28	79,392.67	78,710.94	0.00	78,710.94	0.00	0 %
570 - Other Financing Uses	0.00	0.00	250,000.00	0.00	0.00	250,000.00	100 %
661 - STORMWATER Totals:	126,278.87	129,624.08	570,991.94	9,580.84	176,540.19	0.00	69 %
<u>721 - GIS SERVICES</u>							
500 - Personnel	35,900.85	43,267.20	55,975.76	4,415.43	46,196.12	9,779.64	17 %
503 - Supplies	1,080.63	3,518.01	3,300.00	0.00	146.00	3,154.00	96 %
504 - Contract Services	13,724.27	20,777.97	26,925.00	45.10	15,916.85	11,008.15	41 %

	2019-2020 YTD Activity	2020-2021 YTD Activity	2021-2022 Budget	July 2021-2022 MTD Activity	2021-2022 YTD Activity	2021-2022 Budget Remaining	% Budget Remaining
550 - Capital Outlay	6,950.00	0.00	0.00	0.00	0.00	0.00	0 %
721 - GIS SERVICES Totals:	57,655.75	67,563.18	86,200.76	4,460.53	62,258.97	0.00	28 %
<u>725 - CENTRAL GARAGE</u>							
500 - Personnel	122,016.51	134,191.75	0.00	0.00	0.00	0.00	0 %
503 - Supplies	24,227.41	20,120.38	0.00	0.00	0.00	0.00	0 %
504 - Contract Services	51,377.19	50,015.38	0.00	0.00	0.00	0.00	0 %
725 - CENTRAL GARAGE Totals:	197,621.11	204,327.51	0.00	0.00	0.00	0.00	0 %
<u>811 - UNEMPLOYMENT COMP</u>							
504 - Contract Services	265.12	0.00	60,000.00	0.00	0.00	60,000.00	100 %
811 - UNEMPLOYMENT COMP Totals:	265.12	0.00	60,000.00	0.00	0.00	0.00	100 %
<u>812 - HEALTH INSURANCE</u>							
504 - Contract Services	1,428,719.51	1,280,330.63	2,161,390.00	202,548.08	1,881,053.10	280,336.90	13 %
812 - HEALTH INSURANCE Totals:	1,428,719.51	1,280,330.63	2,161,390.00	202,548.08	1,881,053.10	0.00	13 %



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

	2019-2020 YTD Activity	2020-2021 YTD Activity	2021-2022 Budget	July 2021-2022 MTD Activity	2021-2022 YTD Activity	2021-2022 Budget Remaining	% Budget Remaining
111 - GENERAL							
111 - FINANCE							
500 - Personnel	100,602.49	105,022.33	147,246.12	13,578.02	108,463.43	38,782.69	26 %
503 - Supplies	9,227.62	10,202.88	13,350.00	261.03	9,077.78	4,272.22	32 %
504 - Contract Services	69,086.46	43,561.77	70,143.00	4,704.49	52,737.95	17,405.05	25 %
550 - Capital Outlay	0.00	0.00	0.00	6,000.00	8,500.00	(8,500.00)	0 %
111 - FINANCE Totals:	178,916.57	158,786.98	230,739.12	24,543.54	178,779.16	51,959.96	23 %
112 - PERSONNEL							
500 - Personnel	13,875.99	14,448.30	17,788.75	1,217.07	13,936.08	3,852.67	22 %
503 - Supplies	1,318.83	5,462.62	2,250.00	70.13	1,356.91	893.09	40 %
504 - Contract Services	13,777.54	19,668.65	26,700.00	2,608.52	25,786.03	913.97	3 %
112 - PERSONNEL Totals:	28,972.36	39,579.57	46,738.75	3,895.72	41,079.02	5,659.73	12 %
113 - COUNCIL							
500 - Personnel	17,853.00	17,853.00	21,100.00	1,623.00	17,041.50	4,058.50	19 %
503 - Supplies	1,613.00	2,612.22	2,500.00	0.00	2,426.15	73.85	3 %
504 - Contract Services	2,241.04	1,395.00	5,500.00	0.00	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:	21,707.04	21,860.22	279,100.00	1,623.00	20,130.65	258,969.35	93 %
114 - CITY MANAGER							
500 - Personnel	23,482.89	18,230.18	21,696.37	1,580.99	18,927.14	2,769.23	13 %
503 - Supplies	25,874.13	31,424.36	71,000.00	0.00	28,757.35	42,242.65	59 %
504 - Contract Services	120,270.33	164,481.05	700,125.00	17,759.36	215,521.34	484,603.66	69 %
114 - CITY MANAGER Totals:	169,627.35	214,135.59	792,821.37	19,340.35	263,205.83	529,615.54	67 %
115 - CITY CLERK							
500 - Personnel	10,138.73	11,129.16	14,180.57	1,121.25	11,694.93	2,485.64	18 %
503 - Supplies	1,038.93	788.35	1,000.00	67.99	615.46	384.54	38 %
504 - Contract Services	6,001.51	7,616.15	11,800.00	518.09	6,745.26	5,054.74	43 %
115 - CITY CLERK Totals:	17,179.17	19,533.66	26,980.57	1,707.33	19,055.65	7,924.92	29 %
116 - MIS							
503 - Supplies	36,217.30	29,763.55	40,000.00	0.00	32,533.97	7,466.03	19 %

	2019-2020 YTD Activity	2020-2021 YTD Activity	2021-2022 Budget	July 2021-2022 MTD Activity	2021-2022 YTD Activity	2021-2022 Budget Remaining	% Budget Remaining
504 - Contract Services	50,468.56	63,337.49	72,000.00	9,230.50	61,271.06	10,728.94	15 %
550 - Capital Outlay	4,076.75	0.00	30,000.00	0.00	10,061.30	19,938.70	66 %
116 - MIS Totals:	90,762.61	93,101.04	142,000.00	9,230.50	103,866.33	38,133.67	27 %
121 - DEVELOPMENT SERVICES							
500 - Personnel	146,286.88	169,211.57	259,552.84	24,692.05	214,937.06	44,615.78	17 %
503 - Supplies	1,018.24	4,686.79	8,100.00	311.01	1,625.59	6,474.41	80 %
504 - Contract Services	39,543.02	57,653.93	77,867.00	4,723.28	47,369.06	30,497.94	39 %
550 - Capital Outlay	0.00	0.00	30,000.00	0.00	19,907.50	10,092.50	34 %
121 - DEVELOPMENT SERVICES Totals:	186,848.14	231,552.29	375,519.84	29,726.34	283,839.21	91,680.63	24 %
141 - FIRE							
500 - Personnel	1,287,729.93	1,413,677.00	1,699,987.44	133,110.51	1,362,165.73	337,821.71	20 %
503 - Supplies	34,567.30	31,983.64	45,200.00	2,123.66	35,446.12	9,753.88	22 %
504 - Contract Services	66,195.45	68,381.04	89,096.00	5,759.69	74,158.94	14,937.06	17 %
570 - Other Financing Uses	0.00	2,500.00	0.00	0.00	0.00	0.00	0 %
141 - FIRE Totals:	1,388,492.68	1,516,541.68	1,834,283.44	140,993.86	1,471,770.79	362,512.65	20 %
142 - POLICE							
500 - Personnel	2,663,983.20	2,837,597.46	3,721,094.20	256,564.95	2,748,966.22	972,127.98	26 %
503 - Supplies	71,139.62	64,532.18	116,350.00	11,735.24	78,131.19	38,218.81	33 %
504 - Contract Services	275,246.69	283,528.05	375,621.00	25,881.06	304,427.41	71,193.59	19 %
570 - Other Financing Uses	0.00	12,500.00	0.00	0.00	0.00	0.00	0 %
142 - POLICE Totals:	3,010,369.51	3,198,157.69	4,213,065.20	294,181.25	3,131,524.82	1,081,540.38	26 %
143 - EMERGENCY MANAGEMENT							
500 - Personnel	74,364.48	0.00	0.00	0.00	0.00	0.00	0 %
503 - Supplies	4,022.03	0.00	5,000.00	0.00	0.00	5,000.00	100 %
504 - Contract Services	5,818.81	18,080.35	29,500.00	332.11	20,669.50	8,830.50	30 %
143 - EMERGENCY MANAGEMENT Totals:	84,205.32	18,080.35	34,500.00	332.11	20,669.50	13,830.50	40 %
151 - LIBRARY							
500 - Personnel	426,241.79	414,411.87	544,722.93	49,178.09	407,715.70	137,007.23	25 %
503 - Supplies	29,656.45	58,742.18	82,300.00	9,605.90	52,928.50	29,371.50	36 %
504 - Contract Services	98,073.38	103,368.03	135,694.00	5,096.20	102,841.95	32,852.05	24 %
550 - Capital Outlay	0.00	130,595.00	0.00	0.00	0.00	0.00	0 %
151 - LIBRARY Totals:	553,971.62	707,117.08	762,716.93	63,880.19	563,486.15	199,230.78	26 %

	2019-2020 YTD Activity	2020-2021 YTD Activity	2021-2022 Budget	July 2021-2022 MTD Activity	2021-2022 YTD Activity	2021-2022 Budget Remaining	% Budget Remaining
171 - PARKS							
500 - Personnel	541,865.77	573,030.27	810,996.09	54,552.58	568,129.66	242,866.43	30 %
503 - Supplies	34,325.61	43,734.24	62,150.00	11,857.77	100,488.15	(38,338.15)	-62 %
504 - Contract Services	163,430.06	225,969.19	320,683.00	39,350.40	298,185.12	22,497.88	7 %
550 - Capital Outlay	451,132.20	1,872,751.49	1,500,000.00	1,750.00	133,559.09	1,366,440.91	91 %
570 - Other Financing Uses	0.00	10,000.00	0.00	0.00	0.00	0.00	0 %
171 - PARKS Totals:	1,190,753.64	2,725,485.19	2,693,829.09	107,510.75	1,100,362.02	1,593,467.07	59 %
172 - RECREATION							
500 - Personnel	1,626.67	77,608.57	87,780.76	38,347.54	79,826.63	7,954.13	9 %
503 - Supplies	3,073.76	15,241.95	41,300.00	4,938.74	17,526.15	23,773.85	58 %
504 - Contract Services	383,220.72	406,218.08	403,370.00	91,243.44	373,811.46	29,558.54	7 %
172 - RECREATION Totals:	387,921.15	499,068.60	532,450.76	134,529.72	471,164.24	61,286.52	12 %
111 - GENERAL Totals:	7,309,727.16	9,442,999.94	11,964,745.07	831,494.66	7,668,933.37	0.00	36 %
<u>211 - REGIONAL LIBRARY</u>							
151 - LIBRARY							
503 - Supplies	106.90	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	44,370.00	5,247.00	11 %
151 - LIBRARY Totals:	106.90	0.00	56,117.00	0.00	44,370.00	11,747.00	21 %
211 - REGIONAL LIBRARY Totals:	106.90	0.00	56,117.00	0.00	44,370.00	0.00	21 %
<u>212 - STREETS</u>							
111 - FINANCE							
500 - Personnel	25,033.55	30,012.12	33,245.06	2,574.72	31,831.74	1,413.32	4 %
504 - Contract Services	0.00	9.12	0.00	0.00	0.00	0.00	0 %
111 - FINANCE Totals:	25,033.55	30,021.24	33,245.06	2,574.72	31,831.74	1,413.32	4 %
112 - PERSONNEL							
500 - Personnel	9,250.51	9,632.36	11,831.36	811.39	9,290.77	2,540.59	21 %
112 - PERSONNEL Totals:	9,250.51	9,632.36	11,831.36	811.39	9,290.77	2,540.59	21 %
114 - CITY MANAGER							

City of Scottsbluff, Nebraska

Monday, August 15, 2022

Regular Meeting

Item Pub. Hear.1

Council to conduct a public hearing set for this date at 6:00 p.m. to consider an Ordinance Text Change in Chapter 4 Article 1 regarding the International Building Code and International Residential Code.

Staff Contact: Zachary Glaubius, Planning Administrator

Agenda Statement

Item No.

For Meeting of: 8-1-2022

AGENDA TITLE: Council to conduct a public hearing set for this date at 6:00 PM for the proposed Ordinance Text Change to Chapter 4 Article 1 regarding the International Building Code and International Residential Code.

SUBMITTED BY DEPARTMENT/ORGANIZATION: Department of Development Services

PRESENTATION BY: Zachary Glaubius, Planning Administrator

SUMMARY EXPLANATION: Staff discovered conflicting codes in Chapter 4 and an incorrect reference. Per Code 4-1-10, it states the International Fire Code (Section 101.4.5) is excluded. However, the IFC was adopted in 2021 under Ordinance 4255 and can be found under Code 8-1-12.

Under 4-1-2 (A), it references Appendix F of the International Building Code as adopted. However, it was intended that Appendix F of the International Residential Code be adopted, and the IRC Appendix F has and is presently being enforced by Code Administrators.

The Planning Commission made a positive recommendation on the approval of the Ordinance Text Change (5-1).

BOARD/COMMISSION/STAFF RECOMMENDATION: Positive recommendation on approval

Does this item require the expenditure of funds? _____yes **X** no
Are funds budgeted? _____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) Staff Report

NOTIFICATION LIST: Yes ☐ No ☐ Further Instructions ☐

Please list names and addresses required for notification.

Rev: 12/14/ City Clerk

APPROVAL FOR SUBMITTAL: _____
City Manager

Rev: 12/14/ City Clerk

City of Scottsbluff Planning Commission

Development Services Staff Report – Zachary Glaubius

Prepared on: June 27, 2022 For Hearing of: July 11, 2022



I. GENERAL INFORMATION

- A. The current municipal code 4-1-10 excludes Section 101.4.5 regarding the adoption of the International Fire Code.
- B. The International Fire Code was adopted in January 2021 with Ordinance 4255 and is found under 8-1-12
- C. The current municipal code 4-1-2 (A)(1) states the City adopted the International Building Code including Appendix F. This Appendix F refers to rodent proofing and is incorrect.
- D. The Appendix F which was meant to be adopted and is being enforced is found in the International Residential Code which the City adopted (4-1-2 (A)(2). This Appendix F refers to mitigating radon gases

II. CURRENT CODE

- A. 4-1-10
 - 1. Sections 101.4.1, 101.4.2, 101.4.3, 101.4.4, **101.4.5**, 101.4.6, 101.4.7, 105.1.1, 105.1.2, 105.2, 109, 110, 112, 113, 115, 3103, and Chapters 13, 27, 28, 29 and 30 of the 2018 International Building Code are excluded and not adopted by this municipal code.
- B. 4-1-2 (A)
 - 1. (A) The following standard building codes are adopted for the purposes of establishing rules and regulations for the construction, alteration, removal, demolition, equipment, use, occupancy, location, and maintenance of buildings and structures, including permits and penalties:
 - (1) The International Building Code, 2018 Edition, **including Appendix F**, published by the International Code Council. Reference to "International Building Code" throughout this code shall mean this code;
 - (2) The International Residential Code 1 & 2 Family Dwellings, 2018 Edition, published by the International Code Council. Reference to the "International Residential Code" throughout this code shall mean this code; and
 - (3) The International Energy Conservation Code, 2018 Edition, adopted by the Nebraska legislature as the "Nebraska Energy Code".

III. REVISED CODE

- A. 4-1-10:
 - i. Sections 101.4.1, 101.4.2, 101.4.3, 101.4.4, 101.4.6, 101.4.7, 105.1.1, 105.1.2, 105.2, 109, 110, 112, 113, 115, 3103, and Chapters 13, 27, 28, 29 and 30 of the 2018 International Building Code are excluded and not adopted by this municipal code.
- B. 4-1-2 (A)
- C. (A) The following standard building codes are adopted for the purposes of establishing rules and regulations for the construction, alteration, removal, demolition, equipment, use, occupancy, location, and maintenance of buildings and structures, including permits and penalties:

(1) The International Building Code, 2018 Edition, published by the International Code Council. Reference to “International Building Code” throughout this code shall mean this code;

(2) The International Residential Code 1 & 2 Family Dwellings, 2018 Edition, **including Appendix F**, published by the International Code Council. Reference to the “International Residential Code” throughout this code shall mean this code; and

(3) The International Energy Conservation Code, 2018 Edition, adopted by the Nebraska legislature as the “Nebraska Energy Code”.

IV. STAFF COMMENTS

- A.** The International Building Code was adopted in January 2020 and the International Fire Code was excluded in this adoption.
- B.** The International Fire Code was adopted in January 2021 under 8-1-12. However, the exclusion under 4-1-10 was not repealed.
- C.** When adopted, Appendix F was mistakenly listed under the IBC, however it should be under the IRC. Staff has been enforcing Appendix F of the IRC since the adoption of IRC in 2020.

V. STAFF RECCOMENDATION

- A.** Staff recommends the Planning Commission make a positive recommendation to City Council to approve the proposed ordinance text amendment changes to 4-1-10 and 4-1-2.

PLANNING COMMISSION MINUTES
REGULAR SCHEDULED MEETING
JUNE 11, 2022
SCOTTSDLUFF, NEBRASKA

The Planning Commission for the City of Scottsbluff met in regular scheduled meeting on Monday, June 11, 2022 at 6:00 PM in the Scottsbluff City Council Chambers at 2525 Circle Drive, Scottsbluff, Nebraska. A notice of the meeting was published in the Star-Herald, a newspaper of general circulation in the city, on July 1, 2022. The notice stated the date, time, and location of the meeting, that the meeting was open to the public, and that anyone with a disability desiring reasonable accommodation to attend should contact the Development Services office. An agenda was kept current and available for public inspection at the Development Services office, provided the Planning Commission can modify the agenda at the meeting if it is determined that an emergency so required. A copy of the agenda packet was delivered to each Planning Commission member.

- 1 Chairman Dana Weber called the meeting to order at 6:00 PM. Roll call consisted of the following members being present, Becky Estrada, Dave Gompert, Callen Wayman, Henry Huber, Mark Westphal, Dana Weber, Linda Redfern (Alternate, Quorum present so excused). "Absent": Anita Chadwick, Angie Aguillo, Jim Zitterkopf. City Officials present were Taylor Stephens, GIS Analyst/Acting Secretary, Zachary Glaubius, Planning Administrator (via Zoom), and Kathleen Quintana, Fire Marshal.
- 2 Chairman Dana Weber informed those present of the Nebraska Open Meetings Act and that a copy was located on the south wall of the Council Chambers.
- 3 Acknowledgement of any changes in the agenda: None.
- 4 Business not on the agenda: None.
- 5 The minutes from the April 11, 2022 meeting were reviewed. Two corrections were noted by Weber and Stephens. Conclusion: a motion was made by Estrada and seconded by Westphal to approve the minutes from May 9, 2022 meeting with noted changes. "Yeas" Huber, Westphal, Wayman, Weber, Gompert, Estrada "Nays": "Absent": Chadwick, Aguillo, Zitterkopf "Excused": Redfern (alt.) The motion carried.
- 6 Item 6A & 6B: Chairman Weber opened a joint public hearing at 6:03 PM for Items 6A and 6B regarding the vacation of Lot 1B, Block 10, Imperial Subdivision and Final Plat of Lots 1 & 2, Block 1, Orphan Motors Subdivision situated in the public hearing regarding the vacation of Lot 1B, Block 10, Imperial Subdivision situated in the SW quarter of the SW quarter of section 24, Township 22 North, Range 55 West of the 6th P.M., Scotts Bluff County, NE. Chairman Weber notified the commissioners that items 6A and 6B be ran concurrently and asked if there was any issue with this. There was none. Glaubius then stated the reason for the plat vacation and new final plat was due to municipal code 21-1-68 as the property had already been re-platted twice and would need the plat vacation and new final plat to satisfy the code. Glaubius also stated that a sewer main will have to be extended to reach Lot 2 of the new subdivision. Glaubius also stated that the existing easement in the SW corner of the property will remain. Estrada noted a clerical error on the agenda that 6B should state Township 22 North. Weber closed the public hearing at 6:06 PM. Wayman then asked that the reason the property owner has to vacate the plat is because the property was replated twice. Glaubius confirmed this.
- 7 **Conclusion:** Motion by Gompert, seconded by Westphal to make a positive recommendation on the approval by the city council of the vacation of Lot 1B, Block 10, Imperial Subdivision and Final Plats of Lots 1 & 2, Block 1, Orphan Motors Subdivision situated in the vacation of Lot 1B,

- Block 10, Imperial Subdivision. "Yeas" Huber, Westphal, Wayman, Weber, Gompert, Estrada "Nays": "Absent": Chadwick, Aguillo, Zitterkopf "Excused": Redfern (alt.) The motion carried.
- 8 Item 6C, 6D, 6E: Chairman Weber opened a joint public hearing at 6:08 for a preliminary plat, final plat, and a rezone from Agriculture to C-2 Neighborhood Commercial for Lots 2-9, Block 1, Frank Properties Subdivision situated in the SE quarter of the SE quarter of section 15, township 22 North, range 55 West of the 6th P.M., Scotts Bluff County, NE. Chairman Weber notified the commissioners that item 6C, 6D, and 6E be ran concurrently and asked if there was any issue with this. There was none. Glaubius stated that this is a preliminary, final and rezone of lots just west of the new car wash on 29th Street. Glaubius noted that 28th street will need to be constructed and that there was a developer's agreement for the east portion of 28th Street between neighboring properties to construct that portion. Glaubius stated that this construction was supposed to be completed by the end of 1989. Glaubius stated that the remainder of 28th Street and Avenue K are dedicated in this plat. Glaubius stated that sewer will have to be extended along 29th street. Glaubius stated that a developer's agreement for public improvements has been proposed to construct 28th street with utilities, and staff are requesting Avenue K be included in the agreement. Glaubius stated that the C-2 is in character with the surrounding properties. Glaubius stated that staff is recommending that the planning commission make a positive recommendation on the condition the updated developer's agreement include Avenue K as well as 28th Street and the 29th Street sewer extension.
- 9 Greg Schilz from MC Schaff approached the commission on behalf of Mr. Frank. Schilz stated the developer has requested the creation of a paving district and sewer district. Schilz also stated that the developer's agreement is being completed and will be sent to Glaubius. Weber asked if the property owner is aware of the conditions for the contract and Schilz replied yes. Westphal asked if 29th street will be platted to Avenue M and Schilz responded that 29th street will go to Avenue K. Mike Hackett, owner of the Dominos property approached the commission and raised his concerns with storm water. Hackett stated that storm water currently flows to the north of his property into a retention pond and has concerns with the road possibly interfering with that. Schilz assured Hackett that storm water would runoff to the west towards Avenue K and would be temporarily contained on the south portion of Avenue K. Westphal stated that Hackett monitor his property as construction is on-going. Gompert requested Hackett not be afraid to ask questions as the street is constructed. Weber closed the public hearing at 6:20 PM. Wayman asked for further clarification on the area that would become the paving district of 28th Street and Avenue K. Schilz answered with how the developer's agreement will be written.
- 10 **Conclusion:** Motion by Estrada, seconded by Westphal to make a positive recommendation on the approval of preliminary plat, final plat and rezone from agriculture to C-2 neighborhood commercial by city council on the condition the proposed developer's agreement includes Avenue K, 28th Street, and the 29th Street sewer extension. "Yeas" Huber, Westphal, Wayman, Weber, Gompert, Estrada "Nays": "Absent": Chadwick, Aguillo, Zitterkopf "Excused": Redfern (alt.) The motion carried.
- 11 Item 6F: Chairman Weber opened a public hearing at 6:22 for proposed ordinance text change to Chapter 4 Article 1 regarding the International Building Code (IBC) and the International Residential Code (IRC). Glaubius stated staff had discovered that during the review of the code book that oversights were discovered. Glaubius stated 4-1-10 excludes an adopted section of the International Fire Code that was adopted in 2021. The code 4-1-2(A)(1) referenced the IBC Appendix F, and the code is supposed to reference IRC Appendix F as it relates to radon gas mitigation. The city staff has already been enforcing Appendix F from the IRC. Glaubius stated that city staff recommended that the planning commission make a positive recommendation to the city council to approve the proposed ordinance text amendment change to 4-1-10 and 4-1-

2. Chairman Weber closed the public hearing at 6:25 PM. Wayman asked to further clarify the information about mitigating radon. Glaubius stated that this was just an oversight to clean up the code book.

- 12 **Conclusion:** Motion by Westphal, seconded by Gompert to make a positive recommendation to the city council to approve the proposed ordinance text amendment change to 4-1-10 and 4-1-2. "Yeas" Huber, Westphal, Weber, Gompert, Estrada "Nays": Wayman "Absent": Chadwick, Aguillo, Zitterkopf "Excused": Redfern (alt.) The motion carried.
- 13 Item 7: No Information
- 14 Item 8: No Other Business
- 15 Weber introduced Item 9 regarding scheduling the next Planning Commission meeting on August 8th, 2022
- 16 Item 10: Adjournment
- 17 Adjournment: Motion by Estrada, seconded by Westphal to adjourn the meeting at 6:27 PM. "Yeas" Huber, Westphal, Wayman, Weber, Gompert, Estrada "Nays": "Absent": Chadwick, Aguillo, Zitterkopf "Excused": Redfern (alt.) The motion carried.

Chairman Dana Weber

Zachary Glaubius, Secretary

City of Scottsbluff, Nebraska

Monday, August 15, 2022

Regular Meeting

Item Resolut.1

Council to consider the first reading of the Ordinance regarding a Text Change in Chapter 4 Article 1 concerning the International Building and International Residential Codes.

Staff Contact: Zachary Glaubius, Planning Administrator

ORDINANCE NO. _____

AN ORDINANCE OF THE CITY OF SCOTTSBLUFF, NEBRASKA, AMENDING §4-1-2 DEALING WITH STANDARD CODES AND AMENDING §4-1-10 DEALING WITH THE INTERNATIONAL BUILDING CODE, REMOVING CERTAIN LANGUAGE, 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 4-1-2 is now revised and amended to read as follows:

“§4-1-2 STANDARD CODES; ADOPTED; EXCEPTIONS.

(A) The following Standard Building Codes are adopted for the purposes of establishing rules and regulations for the construction, alteration, removal, demolition, equipment, use, occupancy, location, and maintenance of buildings and structures, including permits and penalties:

- (1) The International Building Code, 2018 Edition, published by the International Code Council. Reference to “International Building Code” throughout this Ordinance shall mean this Code;
- (2) The International Residential Code 1 & 2 Family Dwellings, 2018 Edition, including Appendix F, published by the International Code Council. Reference to the “International Residential Code” throughout this Ordinance shall mean this Code; and
- (3) The International Energy Conservation Code, 2018 Edition, adopted by the Nebraska Legislature as the “Nebraska Energy Code.

(B) The International Building Code, International Residential Code 1 & 2 Family Dwellings, and the International Energy Conservation Code, 2018 Edition, are described collectively as “the Building Code”. Except for those portions specifically excluded or modified by this or other sections of this Code, The Building Code is adopted in this section by reference and shall be controlling with respect to the construction of all buildings and structures within the corporate limits of the City and within the area with respect to which the City has exercised its zoning jurisdiction under Chapter 25 of this Code. One copy of each code shall be on file in the City Clerk’s office”

Section 2. Section 4-1-10 is now revised and amended to read as follows:

“§4-1-10 INTERNATIONAL BUILDING CODES: PORTIONS EXCLUDED.

Sections 101.4.1, 101.4.2, 101.4.3, 101.4.4, 101.4.6, 101.4.7, 105.1.1, 105.1.2, 105.2, 109, 110, 112, 113, 115, 3103, and Chapters 13, 27, 28, 29 and 30 of the 2018 International Building Code are excluded and not adopted by this Municipal Code.”

Section 3. Prior §4-1-2 and §4-1-10 are now amended and included in the Scottsbluff Municipal Code and all other Ordinances and parts of Ordinances in conflict herewith are repealed. Provided, however, this Ordinance shall not be construed to affect any rights, liabilities, duties or causes of action either criminal or civil, existing or actions pending at the time when this Ordinance becomes effective.

Section 4. 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

Monday, August 15, 2022

Regular Meeting

Item Resolut.2

Council to discuss and consider action on an Emergency Ordinance for repair and extension of the City's water main near 26th Street and Avenue A and authorize the Mayor to sign.

Staff Contact: Liz Loutzenhiser & Kevin Spencer Interim CM

ORDINANCE NO. _____

AN ORDINANCE AUTHORIZING AN EMERGENCY WATER MAIN REPAIR AND EXTENSION AT 26TH STREET AND AVENUE A AND THE EXPENDITURE OF \$78,633.86 FROM THE WATER CONTINGENCY FUND AND DECLARING AN EMERGENCY.

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

Section 1. The City Council finds the following:

A. A repair and extension in the water main has been discovered at 26th Street and Avenue A. An evaluation of the infrastructure and surrounding area has revealed the City needs to repair and extend the water main. The City staff are not equipped to perform the necessary repairs, from a safety or construction standpoint.

B. The repair and extension in the water main creates a danger to the residents of the area and further risk to City infrastructure.

C. An emergency exists because the repair and extension of the water main creates a threat to public safety. It needs to be repaired and extended as soon as possible. The scope for repairing and extending the water main exceeds the capabilities of City staff and contractor assistance is required. The City has utilized the service of an engineer to evaluate the site and scope of repair. The lowest amount for the scope of repair was that from Hennings Construction in the amount of \$78,633.86.

Section 2. The proposal of Hennings Construction in the amount of \$78,633.86 as previously described is hereby accepted. The funds for this project will be taken from the water contingency fund.

Section 3. An emergency exists which requires that this Ordinance be effective immediately due to the fact that there is an immediate threat to public safety. This ordinance shall take effect immediately upon the proclamation of the Mayor and publication of the Ordinance as required by law.

PASSED and APPROVED on August 15, 2022.

Mayor

Attest:

City Clerk (Seal)

Approved as to Form:

Deputy City Attorney

PROCLAMATION

On August 15, 2022, the Mayor and City Council of the City of Scottsbluff passed and approved Ordinance No. _____ concerning the repair and extension of a water main located at 26th Street and Avenue A. Due to the fact that the repair and extension in the water main threatens the safety of residents as well as the infrastructure of the City, the water main repair and extension constitutes an immediate threat to public safety. This Ordinance must be effective immediately.

I, Jeanne McKerrigan, the Mayor of Scottsbluff, proclaim the existence of an emergency which requires the immediate operation of Ordinance No. _____. The Ordinance shall take effect immediately upon the signing of this Proclamation and publication of the Ordinance as required by law.

Mayor

Attest:

City Clerk (Seal)

City of Scottsbluff, Nebraska

Monday, August 15, 2022

Regular Meeting

Item Subdiv.1

Council to discuss and consider action on the Preliminary Plat of Frank Properties Subdivision and authorize the Mayor to sign the Resolution.

Staff Contact: Zachary Glaubius, Planning Administrator

Agenda Statement

Item No.

For Meeting of: August 15, 2022

AGENDA TITLE: Council to discuss and consider action on the Preliminary Plat of Frank Properties Subdivision and authorize the Mayor to sign the Resolution

SUBMITTED BY DEPARTMENT/ORGANIZATION: Development Services Department

PRESENTATION BY: Zachary Glaubius, Planning Administrator

SUMMARY EXPLANATION: The Planning Commission made a positive recommendation on the approval of the preliminary plat at the July 11, 2022 meeting. The applicant has requested only the preliminary plat be brought to the City Council at this time. A developer's agreement has been proposed regarding 28th Street, Avenue K, and the 29th Street sanitary sewer extension. The applicant has also requested the creation of a paving district and sewer district, which will be brought to council at a future meeting.

BOARD/COMMISSION/STAFF RECOMMENDATION: Positive recommendation

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

EXHIBITS

Resolution ☒

Ordinance ☐

Contract ☐

Minutes ☒

Plan/Map ☐

Other (specify) Staff Report Packet

NOTIFICATION LIST: Yes ☐ No ☐ Further Instructions ☐

Please list names and addresses required for notification.

APPROVAL FOR SUBMITTAL: _____

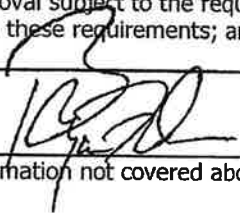

City Manager

Rev: 12/14/ City Clerk



City of Scottsbluff, Nebraska

Application for a Preliminary Plat Subdivision

Date: 05-11-2022			DO NOT WRITE IN THIS BLOCK	
Address (Location): West 29th Street (Proposed Lots 2-9, Block 1, Frank Properties)			Permit Number:	
Applicant's Name Bryan Frank (Frank Properties 2, LLC.)			Plat Approved Denied	
Applicant's Address: PO Box 2395			Date Issued:	
City: Scottsbluff	State: Nebraska	Zip: 69363	Comp. Plan Land Use:	Zone:
Telephone: 308-631-8350	Mobile: 308-631-8350	Email: bryanfrank@bfenterprising.com	Attached: Plot Plan Legal Description (in Word) \$100.00 filing fee \$3.00 per property owner within 300-feet Receipt # _____	
Property Owner: Frank Properties 2, LLC.				
Property Owner's Address: PO Box 2395				
City: Scottsbluff	State: Nebraska	Zip: 69363		
Telephone: 308-631-8350	Mobile: 308-631-8350	Email: bryanfrank@bfenterprising.com		
Engineer or Surveyor: Gregg M. Schilz LS-785			Total Acreage: ±4.80 Acres	
Engineer or Surveyor Address: 818 South Beltline Highway East			Proposed number of lots: 8	
City: Scottsbluff	State: Nebraska	Zip: 69361	Present Use of Property: Agriculture Zone A	
Telephone: 308-635-1926	Mobile: 308-631-7099	Email: gschilz@mcschaff.com	Proposed Use of Property: Commercial Proposed Zone C2	
Location of property: West of Viaero Wireless and south of Home Depot on 29th Street			Present Zoning: Agriculture Zone A	
Please provide the following: Copy of Preliminary Plan (showing future & current property lines, fence lines, irrigation canals, future street widths, dimensions, existing structures, proposed structures, easements, etc..) Legal Description on a CD/Disk (in Word) \$100.00 filing fee Proof of Ownership of Property (See 21-1-50, Title Insurance, Attorney's opinion, Certificate of registered abstracter)				
The undersigned, hereby certify that he/she is familiar with all the requirements of Ordinance No. 3410 and amendments thereto, establishing minimum subdivision design standards to be installed by the subdivision and that he/she has caused said preliminary plat and plan to be prepared. He/she certifies that all requirements of Ordinance No. 3410 and amendments there to have been met and submits this application for approval subject to the requirements of said ordinance. I have also read and am familiar with the City Ordinances and will comply with these requirements; and that the statements herein contained are true and correct to the best of my knowledge and belief.				
Applicant's Signature: 			Date:  5-12-2022	
Remarks: (Insert here any information not covered above)				

Development Services Department

2525 Circle Drive, Scottsbluff, NE 69361

(308) 630-6243

June 27, 2022

Mr. Zach Glabius
Planning Administrator
City of Scottsbluff, Nebraska
2525 Circle Drive
Scottsbluff, Nebraska 69361

Mr. Gladius:

On behalf of our client, Frank Properties 2, LLC., we would like to request that a Paving District be created for the paving on 28th Street, in Frank Properties Subdivision.

The district would be to pave 28th Street beginning at the intersection of 28th Street and Avenue I and continuing west on 28th Street to the future Avenue K intersection.

We are requesting M.C. Schaff & Associates be designated the Special Engineer for the project. They will provide more information if needed at this time.

Requested by Brendan Rice representing Frank Properties 2.

Brendan Rice

June 27, 2022

Mr. Zach Glabius
Planning Administrator
City of Scottsbluff, Nebraska
2525 Circle Drive
Scottsbluff, Nebraska 69361

Mr. Gladius:

On behalf of our client, Frank Properties 2, LLC., we would like to request that a Sewer District be created for the installation of sewer along 29th Street in Frank Properties Subdivision.

The district would include the installation of 8-inch sewer main beginning along the north property line within a utility easement from lot 2, Block 1 Frank Properties subdivision and extend west to service Lot 4, Block 1 Frank Properties subdivision.

We are requesting M.C. Schaff & Associates be designated the Special Engineer for the project. They will provide more information if needed at this time.

Requested by Brendan Rice representing Frank Properties 2.

Brendan Rice



Scottsbluff City Zoning Map (Rezone) Application

2525 Circle Drive, Scottsbluff, NE 69361
Telephone (308) 630-6243 Fax (308) 630-6204
www.scottsbluff.org

Project Information

Application Date:	5-11-2022		Number (Office Use Only):
Property Address:	West 29th Street (Proposed Lots 2-9, Block 1, Frank Properties)		
Current Zone:	Proposed Zone:	Acreage of Property:	
A	C2	±4.80 Acres	
Comprehensive Plan Designation:	Comprehensive Plan Amendment Required?		
Highway 26 Commercial	No		

Applicant Information

Applicant:	Property Owner:		
Bryan Frank (Frank Properties 2, LLC.)	Frank Properties 2, LLC.		
Address:	Telephone:		
PO Box 2395	308-631-8350		
City:	State:	Zip:	Alt. Telephone:
Scottsbluff	Ne	69363	

City Development Process and Requirements

- Staff Review Time:** Approximately 4 to 5 weeks prior to the Public Hearing date.
- Planning Commission:** Held the second Monday of each month at 6:00 p.m.
- City Council:** Held the first and third Mondays of each month at 6:00 p.m.

All meetings are held in the City Council Chambers at 2525 Circle Drive in Scottsbluff.

REQUIREMENTS

- ☐ Pre-application meeting with City Planner
- ☐ Rezone Fees \$100.00 plus
- ☐ Cost of postage for everyone within 300 feet + \$3.00 per property owner
- ☐ Provide a list (in mailing label format) of property owners within 300 feet of the exterior boundaries of the property to be rezoned together with:
 - ☐ A map(s) that clearly show the ownership within the 300 feet

- ☐ A letter from the property owner giving permission that their property maybe rezoned.
- ☐ Legal description of the property - on disk or emailed to the City Development Service Department in Word format and a map of property to be rezoned.
- ☐ A Letter from the petitioner that the proposed use:
 - ☐ Would provide a service required by the neighborhood and/or community and be consistent with sound land use.
 - ☐ Would not be injurious to the adjacent properties or uses
 - ☐ That rezoning the property would not create special hazards or problems for the neighborhood or community
 - ☐ Would be harmonious and consistent with the plan for the area in the Comprehensive Plan
 - ☐ Why the rezone of the property should be granted.

If any of these items are not submitted with the application City Staff maintains the right to return the application as incomplete.

Rezone Process

After staff receives a completed application the staff will write a report to the Planning Commission including their recommendation. The Planning Commission will then hold a public hearing (which must be noticed in newspaper 10 days prior to the hearing) pertaining to the Zone Change and either recommend supporting the zone change or not to the City Council. After the Planning Commission the City Council will also hold a public hearing on the rezone request and either approve, approve with conditions or deny the request.

City of Scottsbluff Planning Commission

Development Services Staff Report – Zachary Glaubius

Prepared on: June 30, 2022 For Hearing of: March 14, 2022



I. GENERAL INFORMATION

- A. Applicant:** Bryan Frank (Frank Properties 2, LLC)
PO Box 2395
Scottsbluff, NE 69361
- B. Property Owner:** Same as Applicant
- C. Proposal:** Preliminary and Final Plats of Lots 2-9, Block 1, Frank Properties subdivision
Rezone Lots 2-9, Block 1, Frank Properties from Agricultural to C-2 Neighborhood and Retail Commercial
- D. Legal Description:** An addition to the City of Scottsbluff situated in the Southeast Quarter of the Southeast Quarter of Section 15, Township 22 North, Range 55 West of the 6th PM, Scotts Bluff County, Nebraska
- E. Location:** Approximately 4.58 acres of land located southeast of the intersection of Avenue K and 29th Street
- F. Existing Zoning & Land Use:** Ag – Agricultural
- G. Future Land Use Designation:** Automobile Commercial
- H. Size of Site:** Approximately 4.58 Acres

II. BACKGROUND INFORMATION

A. General Neighborhood/Area Land Uses and Zoning:

Direction From Subject Site	Future Land Use Designation	Current Zoning Designation	Surrounding Development
North	Northwest Commercial	C-2 Neighborhood and Retail Commercial	Home Depot
East	Northwest Commercial	C-2 Neighborhood and Retail Commercial R-1A Single Family Residential	Shaggy Buffalo Car Wash, Viaero Wireless & Multi-Family Residential Building

South	Highway 26 Commercial	C-2 Neighborhood and Retail Commercial	RCI, Taco Town, Domino's, Storage Units, Contryman Associates
West	Automobile Commercial	Ag – Agricultural	Farm ground

B. Relevant Case History

1. N.A.

III. ANALYSIS

A. Comprehensive Plan: The Future Land Use Map of the Comprehensive Plan currently shows the site as Automobile Commercial.

B. Traffic & Access:

1. Lots 2-4 are accessible via 29th Street.
2. Lots 5-9 will be accessible via 28th Street.
3. Lots 4 and 5 will also be accessible via Avenue K.
4. 29th Street is constructed to Avenue K.
5. 28th Street and Avenue K shall be constructed prior to the issuance of a building permit in the subdivision as per the Contract for Public Improvements/Developer's Agreement.
6. The first 263 feet of 28th Street were dedicated in 1989, however the street has not been constructed. Per an agreement found in Miscellaneous Book 123 Page 12, the subdivider and successors of the Baltes Addition subdivision were to have constructed this segment of street by December 1989.
7. A 29 feet wide utility and access easement is located where 28th Street will be constructed. The easement and alley will be vacated and the City will retain the land as public right-of-way for 28th Street.

C. Utilities:

1. 8-inch diameter water mains are located along both 28th and 29th Streets.
2. An 8-inch diameter sanitary sewer main is located where 28th Street will be dedicated and constructed.
3. A 30-inch diameter storm sewer main is located on the northside of 29th Street.
4. A 20 feet utility easement is proposed along the southside of 29th Street for the extension of the sanitary sewer main.
5. Further storm sewer infrastructure will be installed as this part of the City becomes more developed.

IV. STAFF COMMENTS

- A.** The developer, Frank Properties 2, LLC, has proposed a Developer's Agreement also known as a Contract for Public Improvements, which would postpone the construction of 28th Street and the sanitary sewer main along 29th Street. The current agreement excludes Avenue K.
- a. No building permit would be issued until all improvements are constructed or an agreement with a contractor for such construction has been signed.
 - b. Staff has requested Avenue K between 28th and 29th Street be included in this Developer's Agreement.

- B. With this plat, the applicant is requesting to rezone the land to C-2 Commercial. The 2016 Comprehensive Land Use Map identifies this area as Automobile Commercial and recommends the C-2 district in this area.
- C. The developer is requesting the creation of a Paving District and a Sewer District to pay for the construction of 28th Street and the 29th Street sewer main. Staff has requested Avenue K be included in the Paving District.
- D. The sidewalk along the southside of 29th Street will be required to be constructed prior to the issuance of a building permit.

V. FINDINGS OF FACT

A. Findings of Fact to Recommend Its Approval May Include:

- 1. The Comprehensive Plan identifies the area as Automobile Commercial and the proposed rezone is to C-2 Neighborhood and Retail Commercial.
- 2. The proposed lots and use are consistent with the surrounding neighborhood.
- 3. The Developer's Agreement will result in compliance with Code 21-1-27 which requires the construction of all improvements in a subdivision.
- 4. The C-2 District does not require a minimum lot size.

B. Findings of Fact to Not Recommend Approval May Include:

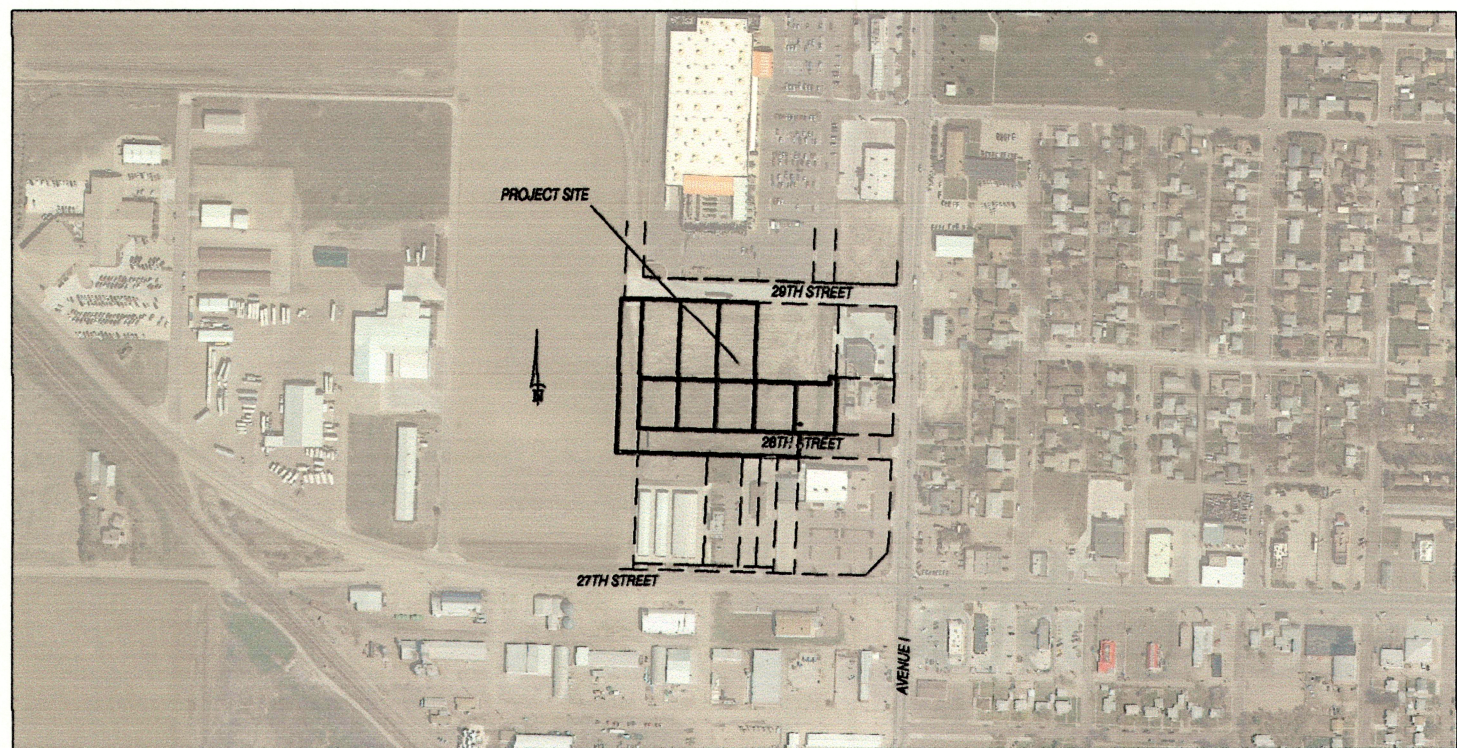
- 1. The current draft of Developer's Agreement does not include the completion of Avenue K between 28th and 29th Street.

VI. STAFF RECCOMENDATION

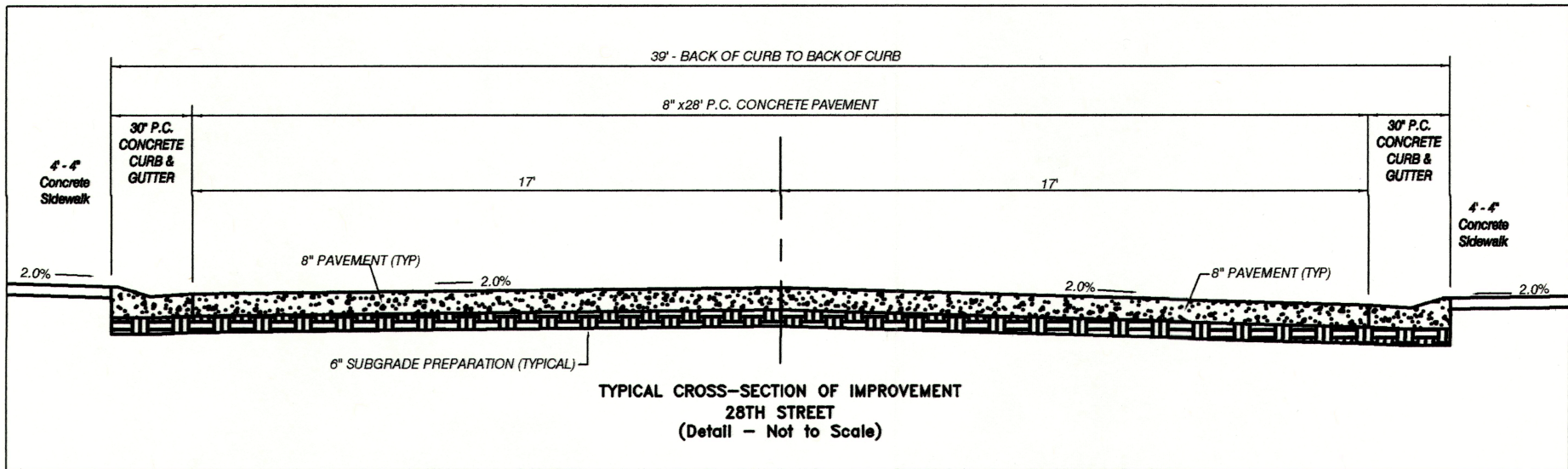
- A. Staff recommends Planning Commission recommend the approval of the Preliminary and Final Plat of and Rezone from Ag to C-2 Commercial for Lots 2-9, Block 1, Frank Properties, an addition to the City of Scottsbluff situated in the southeast quarter of the southeast quarter of Section 15, Township 22 North, Range 55 West of the 6th PM, Scotts Bluff County, Nebraska, on the condition the revised developer's agreement includes the installation of 28th Street from the eastern boundary of Lot 9 to Avenue K, Avenue K from 28th Street to 29th Street, and the sewer main along W. 29th Street within the subdivision.

PRELIMINARY PLAT

LOTS 2 THROUGH 9, BLOCK 1, FRANK PROPERTIES,
AN ADDITION TO THE CITY OF SCOTTSBLUFF,
SITUATED IN THE SOUTHEAST QUARTER OF THE
SOUTHEAST QUARTER OF SECTION 15,
TOWNSHIP 22 NORTH, RANGE 55 WEST
OF THE 6TH P.M., SCOTTS BLUFF COUNTY, NEBRASKA



VICINITY MAP



TYPICAL CROSS-SECTION OF IMPROVEMENT
28TH STREET
(Detail - Not to Scale)

LEGAL DESCRIPTION
LOTS 2 THROUGH 9, BLOCK 1, FRANK PROPERTIES, AN ADDITION TO THE CITY OF SCOTTSBLUFF, SITUATED IN THE SOUTHEAST QUARTER OF THE SOUTHEAST QUARTER OF SECTION 15, TOWNSHIP 22 NORTH, RANGE 55 WEST OF THE 6TH P.M., SCOTTS BLUFF COUNTY, NEBRASKA

BEGINNING AT THE NORTHWEST CORNER OF LOT 1, BLOCK 1, FRANK PROPERTIES TO THE CITY OF SCOTTSBLUFF, AS RECORDED IN INSTRUMENT 2021-343, SCOTTS BLUFF COUNTY, NEBRASKA, THENCE SOUTHERLY ON THE WEST LINE OF SAID LOT 1, BLOCK 1, FRANK PROPERTIES, ON AN ASSUMED BEARING OF S02°05'00"W, A DISTANCE OF 220.00 FEET, THENCE BEARING S88°21'39"E, ON THE SOUTH LINE OF SAID LOT 1, BLOCK 1, FRANK PROPERTIES, A DISTANCE OF 212.00 FEET, THENCE BEARING N02°05'00"E, ON THE EAST LINE OF SAID LOT 1, BLOCK 1, FRANK PROPERTIES, A DISTANCE OF 17.01 FEET TO THE SOUTHWEST CORNER OF LOT 1, BLOCK 1, FRANK PROPERTIES, AS RECORDED IN DEED BOOK 207, PAGE 383, SCOTTS BLUFF COUNTY, NEBRASKA, THENCE BEARING S88°21'16"E, ON THE SOUTH LINE OF SAID LOT 1, BLOCK 1, FRANK PROPERTIES, A DISTANCE OF 15.85 FEET TO THE NORTHWEST CORNER OF LOT A, REPLAT OF BALTES ADDITION TO THE CITY OF SCOTTSBLUFF, AS RECORDED IN DEED BOOK 189, PAGE 312, SCOTTS BLUFF COUNTY, NEBRASKA, THENCE BEARING S02°01'53"W, ON THE WEST LINE OF SAID LOT A, A DISTANCE OF 161.00 FEET TO THE SOUTHWEST CORNER OF SAID LOT A, THENCE BEARING N88°27'01"W, ON THE NORTH RIGHT OF WAY LINE OF 28TH STREET, AS PLATTED IN DEED BOOK 189, PAGE 312, SCOTTS BLUFF COUNTY, NEBRASKA, A DISTANCE OF 100.81 FEET, THENCE BEARING S02°07'53"W, ON THE WESTERN TERMINATION LINE OF 28TH STREET, AS PLATTED IN DEED BOOK 189, PAGE 312, SCOTTS BLUFF COUNTY, NEBRASKA, A DISTANCE OF 66.00 FEET, SAID POINT ALSO BEING THE NORTHEAST CORNER OF LOT 1, BLOCK 5, BALTES SECOND ADDITION TO THE CITY OF SCOTTSBLUFF, AS RECORDED IN DEED BOOK 102, PAGE 169, SCOTTS BLUFF COUNTY, NEBRASKA, THENCE BEARING N88°26'05"W, ON THE NORTH LINE OF SAID BLOCK 5 BALTES SECOND ADDITION, A DISTANCE OF 260.20 FEET TO THE NORTHEAST CORNER OF BLOCK 1 ALF ADDITION TO THE CITY OF SCOTTSBLUFF, AS RECORDED IN INSTRUMENT 2002-4942, SCOTTS BLUFF COUNTY, NEBRASKA, THENCE BEARING N88°25'28"W, ON THE NORTH LINE OF SAID BLOCK 1, ALF ADDITION, A DISTANCE OF 197.97 FEET TO THE NORTHWEST CORNER OF SAID BLOCK 1, ALF ADDITION, THENCE CONTINUING ON THE WESTERLY EXTENSION OF THE NORTH LINE OF SAID BLOCK 1, ALF ADDITION, A DISTANCE OF 60.00 FEET, THENCE BEARING N02°04'46"E, A DISTANCE OF 430.78 FEET TO THE POINT OF INTERSECTION WITH THE SOUTH RIGHT OF WAY LINE OF 29TH STREET, AS PLATTED IN INSTRUMENT 2004-490, SCOTTS BLUFF COUNTY, NEBRASKA, THENCE BEARING S88°21'39"E, ON THE SOUTH RIGHT OF WAY LINE OF SAID 29TH STREET, A DISTANCE OF 387.06 FEET, TO THE POINT OF BEGINNING, CONTAINING AN AREA OF 4.80 ACRES, MORE OR LESS

LEGEND	
	EXISTING SECTION CORNER, AS NOTED
	EXISTING QUARTER SECTION CORNER, AS NOTED
	EXISTING 5/8" REBAR, OR AS NOTED
	SET 5/8" REBAR RIGHT OF WAY
	RECORD
	MEASURED
	UTILITY EASEMENT
	POWER POLE
	LIGHT POLE
	MANHOLE, AS NOTED
	STORM SEWER INLET
	FIRE HYDRANT
	WATER VALVE
	GUY WIRE
	BOLLARD
	ELECTRICAL BOX
	RIGHT OF WAY
	BUILDING SETBACK LINE
	GAS MARKER
	TELEPHONE PEDESTAL
	TREE WITH TRUNK DIAMETER SHOWN
	STREET SIGN, AS NOTED
	TELEPHONE MARKER
	PROPERTY LINE
	UTILITY EASEMENT
	SANITARY SEWER LINE
	STORM SEWER LINE
	WATER LINE
	BUILDING SETBACK LINE
	FENCE LINE

General Notes:

- All easements, restrictions and other documents that may affect these platted lots, that are of record or not of record, may not be shown on this plat.
- Flood Plain Information:
This property has been designated as Flood Zone B as shown on FIRM Map, Community Panel No. 310206-0005-C, effective date June 15, 1979.
Zone B refers to areas between limits of the 100-year flood and 500 year flood; or certain areas subject to 100-year flooding with average depths less than one (1) foot or where the contributing drainage area is less than one square mile; or areas protected by levees from the base flood.
- Zoning Information: The Building Setback requirements as per zoning designation is as follows:

SETBACK REQUIREMENTS FOR ZONE C2 (NEIGHBORHOOD AND RETAIL COMMERCIAL)
Front yard setback - None or 25' abutting R-Zone
Rear yard setback - None or 15' abutting R-Zone
Interior side yard setback - None or 5' abutting R-Zone
Side street setback - None
The maximum height of building allowed - 35 feet
(source: Scottsbluff Municipal Code Section 25-3-14)

- Developer's Address: Bryan Frank, PO Box 2396, Scottsbluff, Nebraska 69361
- This area will be used for storm water retention for Lots 2 through 9, Block 1, Frank Properties until city storm sewer is developed.
- In order to extend 28th Street to the west edge of Avenue K right of way, Frank Properties 2 LLC, would like to request the vacation of the 20-foot alley and utility easement as described in Miscellaneous Book 95, Page 80, Recorded on December 12, 1977, and also that part of a 29.75-foot utility easement, described in Miscellaneous Book 139, Page 537, recorded February 25th, 1997, lying North of the North property line of Block 1, Alf Addition, and retain said easement for the extension of road right of way of 28th Street.
- There is an existing Developers Agreement in place for the already dedicated section of 28th Street, recorded in Miscellaneous Book 123, Page 12-17.

M. C. SCHAFF & ASSOCIATES, INC.
818 SOUTH BELTLINE HIGHWAY EAST
SCOTTSBLUFF, NEBRASKA 69361
ENGINEERS ♦ PLANNERS ♦ DESIGNERS ♦ LAND SURVEYORS
PH: 308-635-1926 FAX: 308-635-7807 INTERNET: WWW.MCSCHAFF.COM

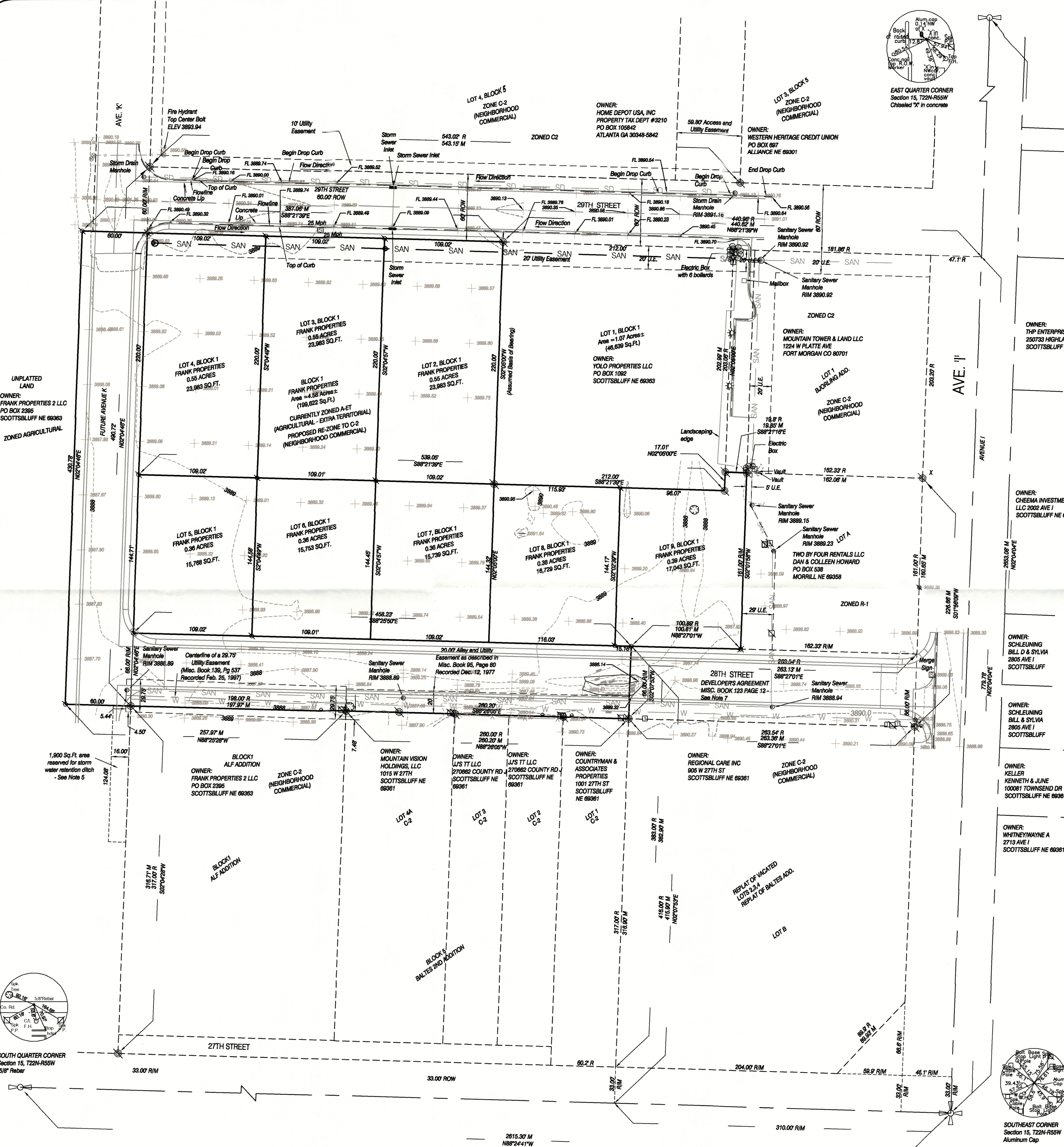
PROJECT: PROPOSED PRELIMINARY
PLAT OF LOTS 2-9, BLOCK 1,
FRANK PROPERTIES
SCOTTSBLUFF, NE
CLIENT: FRANK ENTERPRISES, INC
BRYAN FRANK

PROJECT NUMBER:
RM220095-00
PROJECT DATE:
APRIL 25, 2022
PROJECT MGR:
D.P.S.
PROJECT TEAM:
GS-TD

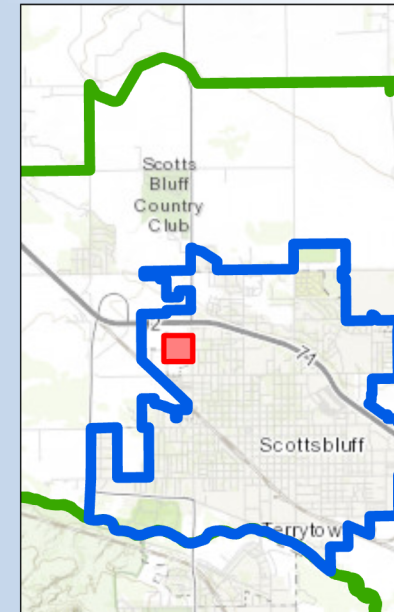
SEAL

DATE	REVISION

SHEET 1 OF 1
P-1



Plat: Frank Properties Blk 1 Lots 2-9

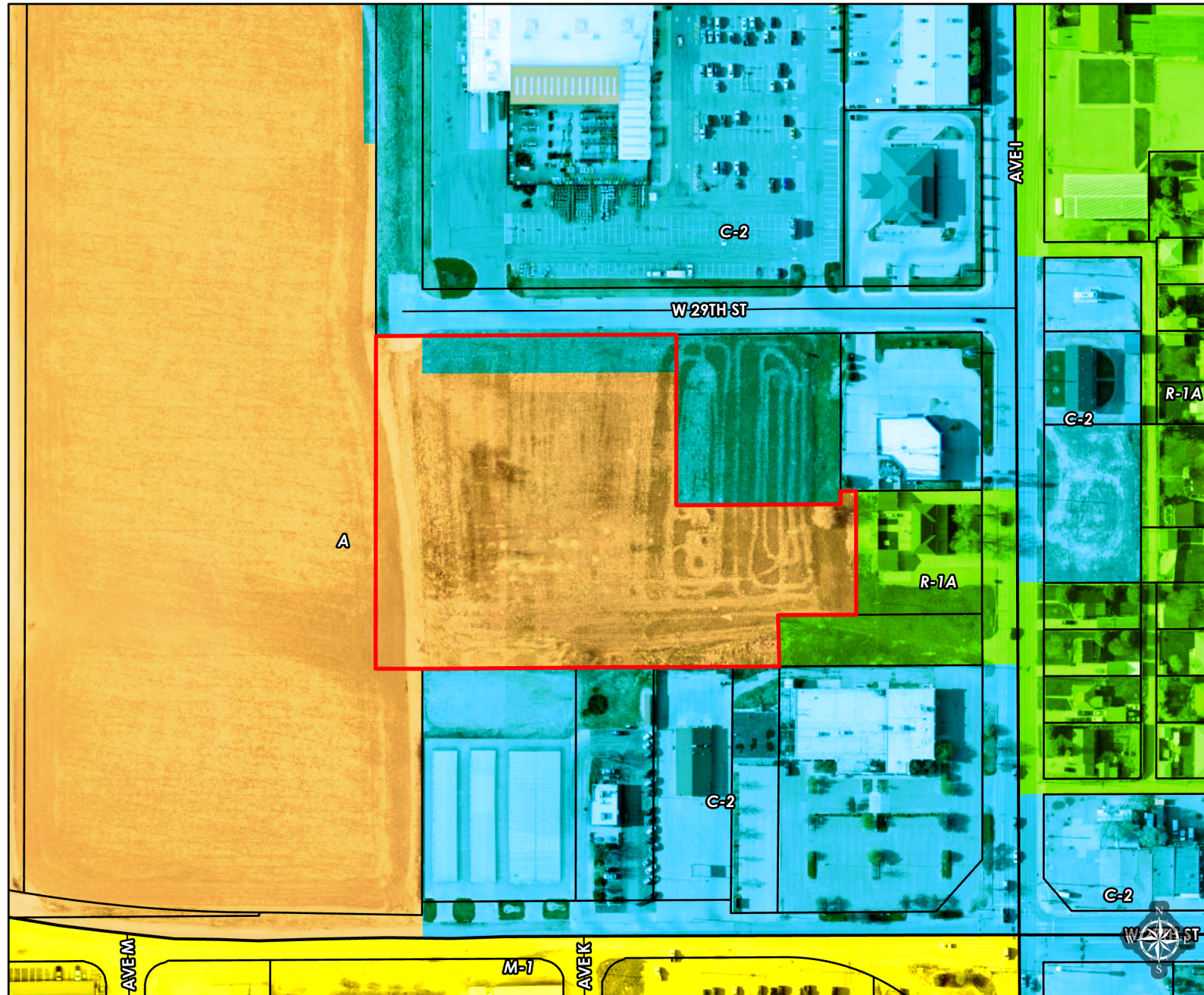


- Corporate Limits
- Extended Jurisdiction
- Proposed Changes
- Street Centerline
 - Highway
 - Main Road
 - Residential
 - Parcels

Taylor Stephens
City of Scottsbluff GIS
Created on 7/5/2022
Coordinate System: NAD 1983 (2011)
StatePlane Nebraska FIPS 2600 Feet
Lambert Conformal Conic

The City makes no representation or warranty as to the accuracy, timeliness, or completeness, and in particular, its accuracy in labeling or displaying dimensions, contours, property boundaries, or placement or location of any map features thereon.

Plat: Frank Properties Blk 1 Lots 2-9

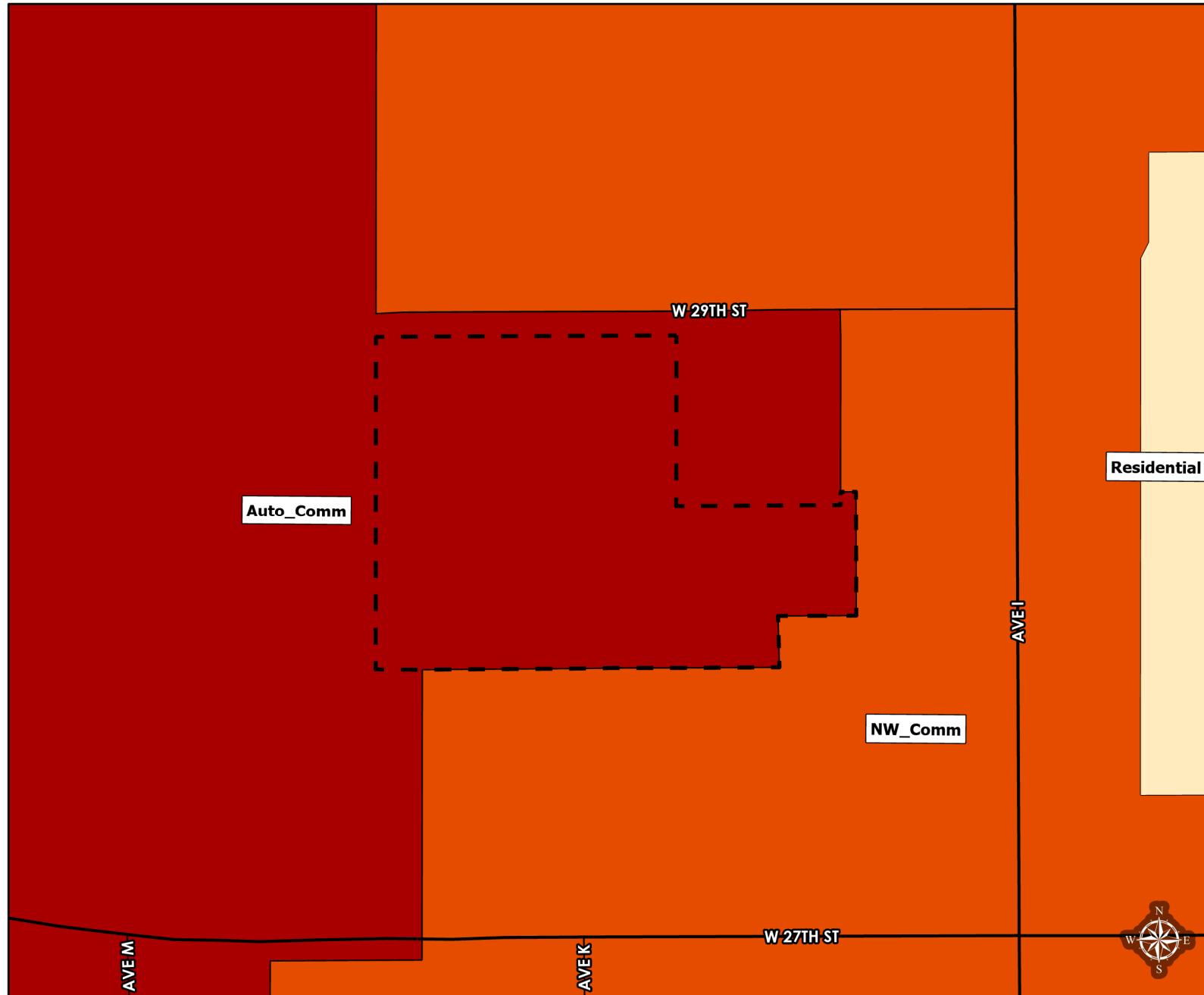


- Parcels
 - Proposed Changes
 - Corporate Limits
 - Extended Jurisdiction
- City Zoning**
- (A)Agriculture
 - (AR)Ag Residential
 - (C-1)Central Business District
 - (C-2)Neighborhood Com
 - (C-3)Heavy Com
 - (M-1)Light Man & Ind
 - (M-2)Heavy Man & Ind
 - (O-P)Office and Professional
 - (PBC) Planned Business
 - (R-1)Single Family
 - (R-1A)Single Family Med Dens
 - (R-1B)Rural Residential
 - (R-4)Heavy Dens Multiple
 - (R-6)Mobile Home
- Street Centerlines**
- Highway
 - Main Road
 - Residential/Rural

Taylor Stephens
City of Scottsbluff GIS
Created on 7/5/2022
Coordinate System: NAD 1983 (2011)
StatePlane Nebraska FIPS 2600 Feet
Lambert Conformal Conic

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Plat: Frank Properties Blk 1 Lots 2-9

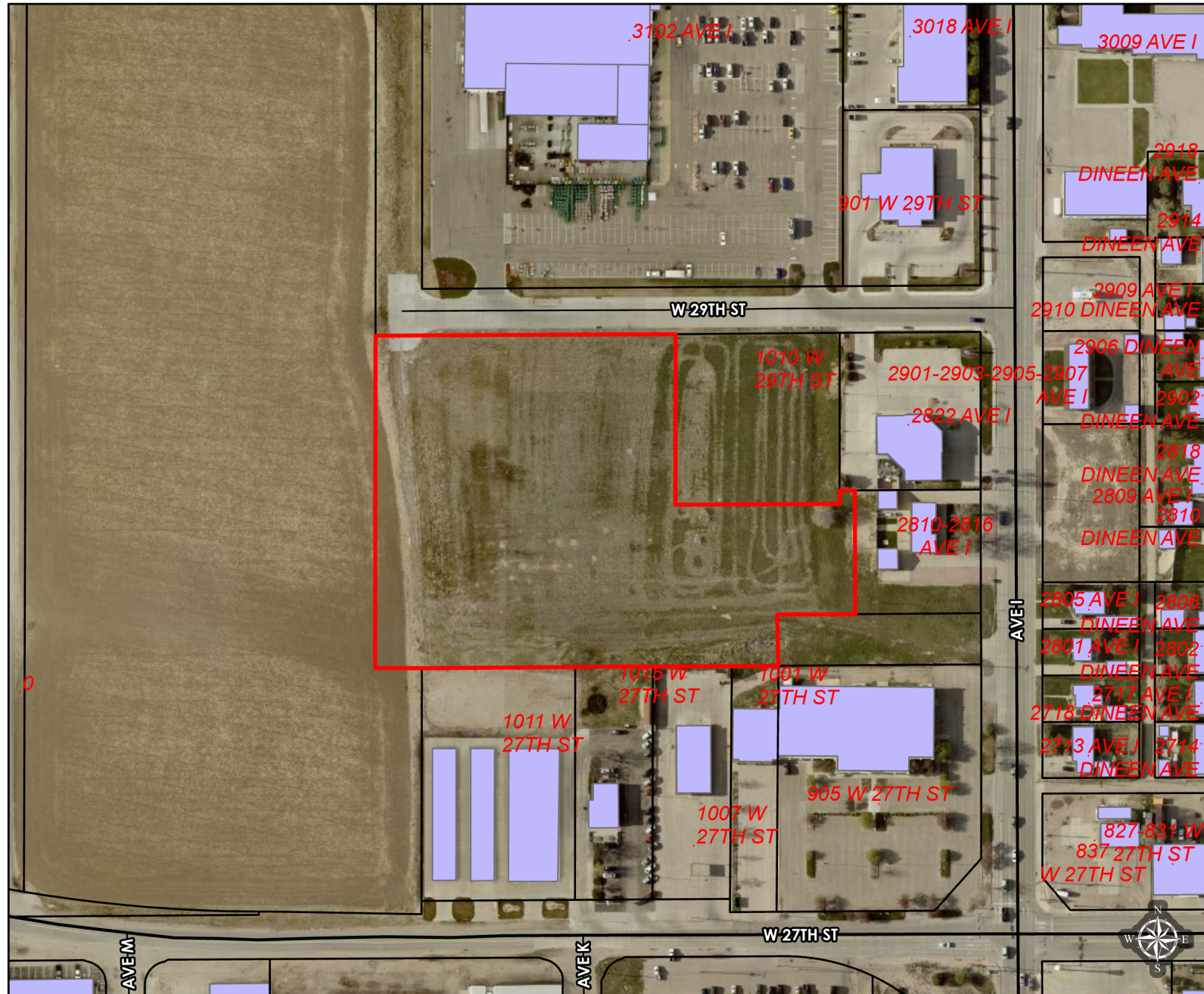


- Proposed Changes
- 2016 Comp. Plan Land Use
- Automobile Commercial
 - Avenue B and Hospital Campus
 - Central Business District
 - East Overland
 - Highway 26 Commercial
 - Northwest Commercial
 - Residential
 - Rural
 - Rural Residential
 - SE Industrial and Commercial
 - South Broadway
 - WNCC and Surrounding Area
- Street Centerlines
- Highway
 - Main Road
 - Residential/Rural
- 2016 Comp. Plan Development
- LTD (10 - 20 yrs)
 - NTD (Less than 5 yrs)
 - STD (5 - 10 yrs)

Taylor Stephens
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Plat: Frank Properties Blk 1 Lots 2-9



Proposed Changes

Building

Parcels

Street Centerlines

Highway

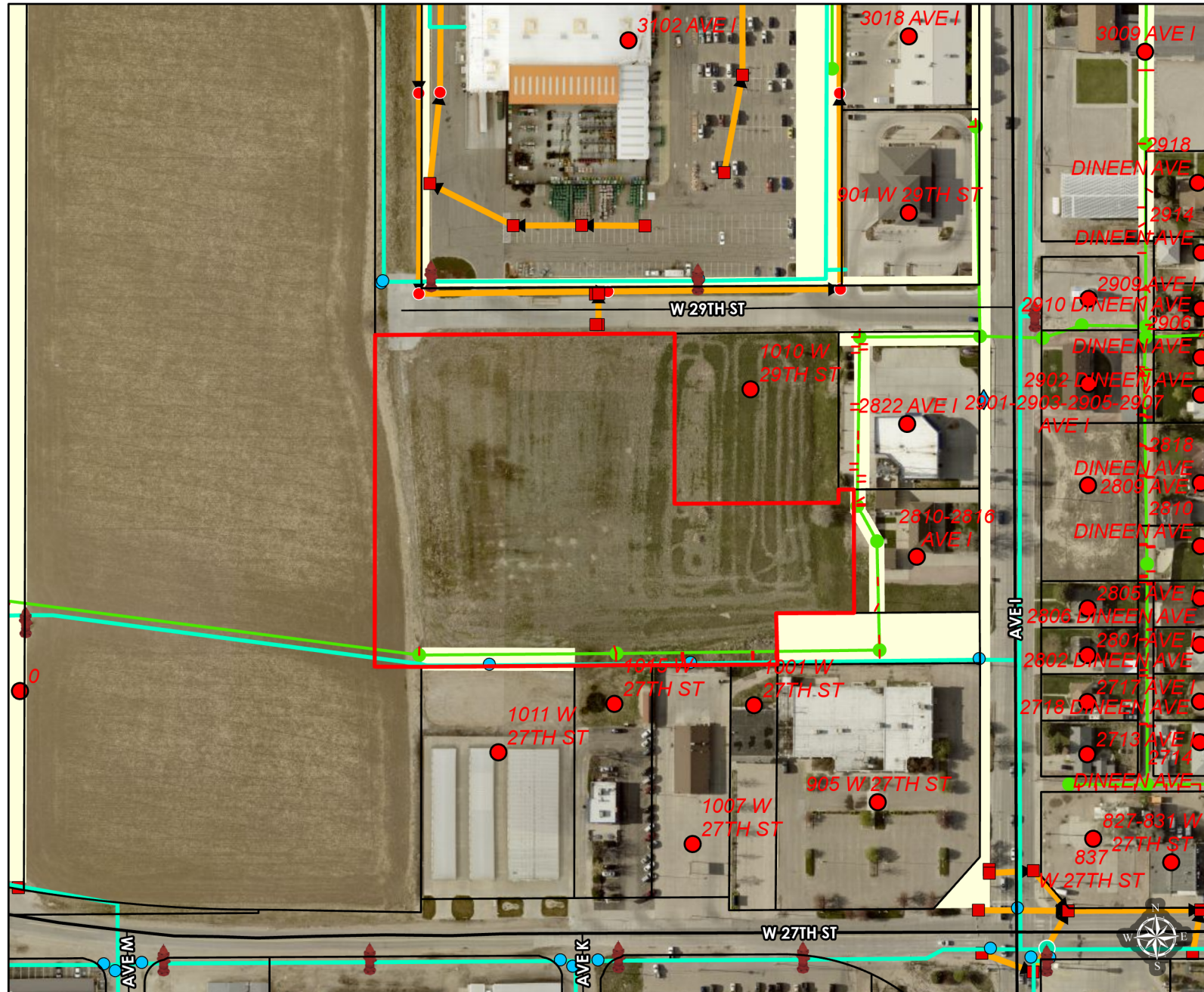
Main Road

Residential/Rural

Taylor Stephens
City of Scottsbluff GIS
Created on 7/5/2022
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Plat: Frank Properties Blk 1 Lots 2-9



- Proposed Changes
- Street Centerlines
 - Highway
 - Main Road
 - Residential/Rural
- GEODATA.GISMGR.BEEHIVE_ADDRESSES
- Fire Hydrants
- ◆ Water Curbstop
- Water Valve
- Water Manhole
- Water Lines
- GEODATA.GISMGR.Ww_Laterals
- Verified_Manhole
- Wastewater Lines
- ▲ Outfall
- Stormwater Inlet
- Stormwater Manhole
- Stormwater Arc
- Easement
- Parcels

Taylor Stephens
City of Scottsbluff GIS
Created on 7/5/2022
Coordinate System: NAD 1983 (2011)
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Lambert Conformal Conic

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PLANNING COMMISSION MINUTES
REGULAR SCHEDULED MEETING
JUNE 11, 2022
SCOTTSDLUFF, NEBRASKA

The Planning Commission for the City of Scottsbluff met in regular scheduled meeting on Monday, June 11, 2022 at 6:00 PM in the Scottsbluff City Council Chambers at 2525 Circle Drive, Scottsbluff, Nebraska. A notice of the meeting was published in the Star-Herald, a newspaper of general circulation in the city, on July 1, 2022. The notice stated the date, time, and location of the meeting, that the meeting was open to the public, and that anyone with a disability desiring reasonable accommodation to attend should contact the Development Services office. An agenda was kept current and available for public inspection at the Development Services office, provided the Planning Commission can modify the agenda at the meeting if it is determined that an emergency so required. A copy of the agenda packet was delivered to each Planning Commission member.

- 1 Chairman Dana Weber called the meeting to order at 6:00 PM. Roll call consisted of the following members being present, Becky Estrada, Dave Gompert, Callen Wayman, Henry Huber, Mark Westphal, Dana Weber, Linda Redfern (Alternate, Quorum present so excused). "Absent": Anita Chadwick, Angie Aguillo, Jim Zitterkopf. City Officials present were Taylor Stephens, GIS Analyst/Acting Secretary, Zachary Glaubius, Planning Administrator (via Zoom), and Kathleen Quintana, Fire Marshal.
- 2 Chairman Dana Weber informed those present of the Nebraska Open Meetings Act and that a copy was located on the south wall of the Council Chambers.
- 3 Acknowledgement of any changes in the agenda: None.
- 4 Business not on the agenda: None.
- 5 The minutes from the April 11, 2022 meeting were reviewed. Two corrections were noted by Weber and Stephens. Conclusion: a motion was made by Estrada and seconded by Westphal to approve the minutes from May 9, 2022 meeting with noted changes. "Yeas" Huber, Westphal, Wayman, Weber, Gompert, Estrada "Nays": "Absent": Chadwick, Aguillo, Zitterkopf "Excused": Redfern (alt.) The motion carried.
- 6 Item 6A & 6B: Chairman Weber opened a joint public hearing at 6:03 PM for Items 6A and 6B regarding the vacation of Lot 1B, Block 10, Imperial Subdivision and Final Plat of Lots 1 & 2, Block 1, Orphan Motors Subdivision situated in the public hearing regarding the vacation of Lot 1B, Block 10, Imperial Subdivision situated in the SW quarter of the SW quarter of section 24, Township 22 North, Range 55 West of the 6th P.M., Scotts Bluff County, NE. Chairman Weber notified the commissioners that items 6A and 6B be ran concurrently and asked if there was any issue with this. There was none. Glaubius then stated the reason for the plat vacation and new final plat was due to municipal code 21-1-68 as the property had already been re-platted twice and would need the plat vacation and new final plat to satisfy the code. Glaubius also stated that a sewer main will have to be extended to reach Lot 2 of the new subdivision. Glaubius also stated that the existing easement in the SW corner of the property will remain. Estrada noted a clerical error on the agenda that 6B should state Township 22 North. Weber closed the public hearing at 6:06 PM. Wayman then asked that the reason the property owner has to vacate the plat is because the property was replated twice. Glaubius confirmed this.
- 7 **Conclusion:** Motion by Gompert, seconded by Westphal to make a positive recommendation on the approval by the city council of the vacation of Lot 1B, Block 10, Imperial Subdivision and Final Plats of Lots 1 & 2, Block 1, Orphan Motors Subdivision situated in the vacation of Lot 1B,

- Block 10, Imperial Subdivision. "Yeas" Huber, Westphal, Wayman, Weber, Gompert, Estrada "Nays": "Absent": Chadwick, Aguillo, Zitterkopf "Excused": Redfern (alt.) The motion carried.
- 8 Item 6C, 6D, 6E: Chairman Weber opened a joint public hearing at 6:08 for a preliminary plat, final plat, and a rezone from Agriculture to C-2 Neighborhood Commercial for Lots 2-9, Block 1, Frank Properties Subdivision situated in the SE quarter of the SE quarter of section 15, township 22 North, range 55 West of the 6th P.M., Scotts Bluff County, NE. Chairman Weber notified the commissioners that item 6C, 6D, and 6E be ran concurrently and asked if there was any issue with this. There was none. Glaubius stated that this is a preliminary, final and rezone of lots just west of the new car wash on 29th Street. Glaubius noted that 28th street will need to be constructed and that there was a developer's agreement for the east portion of 28th Street between neighboring properties to construct that portion. Glaubius stated that this construction was supposed to be completed by the end of 1989. Glaubius stated that the remainder of 28th Street and Avenue K are dedicated in this plat. Glaubius stated that sewer will have to be extended along 29th street. Glaubius stated that a developer's agreement for public improvements has been proposed to construct 28th street with utilities, and staff are requesting Avenue K be included in the agreement. Glaubius stated that the C-2 is in character with the surrounding properties. Glaubius stated that staff is recommending that the planning commission make a positive recommendation on the condition the updated developer's agreement include Avenue K as well as 28th Street and the 29th Street sewer extension.
- 9 Greg Schilz from MC Schaff approached the commission on behalf of Mr. Frank. Schilz stated the developer has requested the creation of a paving district and sewer district. Schilz also stated that the developer's agreement is being completed and will be sent to Glaubius. Weber asked if the property owner is aware of the conditions for the contract and Schilz replied yes. Westphal asked if 29th street will be platted to Avenue M and Schilz responded that 29th street will go to Avenue K. Mike Hackett, owner of the Dominos property approached the commission and raised his concerns with storm water. Hackett stated that storm water currently flows to the north of his property into a retention pond and has concerns with the road possibly interfering with that. Schilz assured Hackett that storm water would runoff to the west towards Avenue K and would be temporarily contained on the south portion of Avenue K. Westphal stated that Hackett monitor his property as construction is on-going. Gompert requested Hackett not be afraid to ask questions as the street is constructed. Weber closed the public hearing at 6:20 PM. Wayman asked for further clarification on the area that would become the paving district of 28th Street and Avenue K. Schilz answered with how the developer's agreement will be written.
- 10 **Conclusion:** Motion by Estrada, seconded by Westphal to make a positive recommendation on the approval of preliminary plat, final plat and rezone from agriculture to C-2 neighborhood commercial by city council on the condition the proposed developer's agreement includes Avenue K, 28th Street, and the 29th Street sewer extension. "Yeas" Huber, Westphal, Wayman, Weber, Gompert, Estrada "Nays": "Absent": Chadwick, Aguillo, Zitterkopf "Excused": Redfern (alt.) The motion carried.
- 11 Item 6F: Chairman Weber opened a public hearing at 6:22 for proposed ordinance text change to Chapter 4 Article 1 regarding the International Building Code (IBC) and the International Residential Code (IRC). Glaubius stated staff had discovered that during the review of the code book that oversights were discovered. Glaubius stated 4-1-10 excludes an adopted section of the International Fire Code that was adopted in 2021. The code 4-1-2(A)(1) referenced the IBC Appendix F, and the code is supposed to reference IRC Appendix F as it relates to radon gas mitigation. The city staff has already been enforcing Appendix F from the IRC. Glaubius stated that city staff recommended that the planning commission make a positive recommendation to the city council to approve the proposed ordinance text amendment change to 4-1-10 and 4-1-

2. Chairman Weber closed the public hearing at 6:25 PM. Wayman asked to further clarify the information about mitigating radon. Glaubius stated that this was just an oversight to clean up the code book.

- 12 **Conclusion:** Motion by Westphal, seconded by Gompert to make a positive recommendation to the city council to approve the proposed ordinance text amendment change to 4-1-10 and 4-1-2. "Yeas" Huber, Westphal, Weber, Gompert, Estrada "Nays": Wayman "Absent": Chadwick, Aguillo, Zitterkopf "Excused": Redfern (alt.) The motion carried.
- 13 Item 7: No Information
- 14 Item 8: No Other Business
- 15 Weber introduced Item 9 regarding scheduling the next Planning Commission meeting on August 8th, 2022
- 16 Item 10: Adjournment
- 17 Adjournment: Motion by Estrada, seconded by Westphal to adjourn the meeting at 6:27 PM. "Yeas" Huber, Westphal, Wayman, Weber, Gompert, Estrada "Nays": "Absent": Chadwick, Aguillo, Zitterkopf "Excused": Redfern (alt.) The motion carried.

Chairman Dana Weber

Zachary Glaubius, Secretary

RESOLUTION NO. 22-____

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

WHEREAS, BE IT RESOLVED, the preliminary plat of Lots 2 through 9, Block 1 Frank Properties, an Addition to the City of Scottsbluff, situated in the SE¼ of the SE¼ of Section 15, Township 22 North, Range 55 West of the 6th P.M., Scotts Bluff County, Nebraska, submitted July 5, 2022 is approved subject to the Owner entering into a Contract for Public Improvements to comply with Municipal Code §21-1-27 for required public improvements. 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 15th day of August 2022.

Mayor

ATTEST:

City Clerk

City of Scottsbluff, Nebraska

Monday, August 15, 2022

Regular Meeting

Item Subdiv.2

Council to discuss and consider action on accepting all improvements in the Hilltop Subdivision as constructed.

Staff Contact: Zachary Glaubius, Planning Administrator

City of Scottsbluff, Nebraska

Monday, August 15, 2022

Regular Meeting

Item Public Inp1

Council to discuss and consider action on a Community Festival Permit to include vendors, street closure and noise permit for The Emerald Market – Fall Market on Saturday, September 24, 2022 from 10:00 a.m. to 4:00 p.m.

Staff Contact: Kim Wright, City Clerk

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

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

1. The Emerald Center
(name of sponsoring organization)
17 W 16th St. Scottsbluff NE 308-716-1814
(street) (city) (state) (telephone number)
Celeste & Denzel Salazar Same
(chairperson responsible for event) (day telephone number)

2. _____
(name of co-sponsoring organization)

(street) (city) (state) (telephone number)

(contact person) (day telephone number)

3. Event Information

The Emerald Market - Fall Market
(name of event)
September 24th, 22 10am - 4pm
(date(s) of event) (time(s) of event)
entire W 16th street
(location of event)

4. Activity Information

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

Fall market food, craft vendors, live music, kids
entertainment, alcoholic beverages will be sold by a
business with a liquor license - still unknown who.

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

5. Street Closure

The entire West 16th Street
Please note any streets to be closed and the times required for closure

6. Flags/Banners/Signs

We will have a sign at the entrance.

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

8. Have you provided for a public liability insurance policy naming the City as additional insured? Yes _____ No X - we are in the process.

Community Festival/Business Promotion

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

Street Carnival

\$ 800,000 for one person
\$ 2,000,000 for any one accident
\$ 200,000 for injuries to property

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

Yes X No _____

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

Dated: 8/3/22

Signed:

The Emerald Center
(name of sponsoring organization)

Celiste Salazar
(signature of authorized representative of
sponsoring organization)

(name of co-sponsoring organization)

(signature of authorized representative of
co-sponsoring organization)

RVNA VENUE PACKAGE

Liability documents

Your client has purchased Liability Insurance from R.V. Nuccio & Associates, Inc.

R.V. Nuccio & Associates, Inc. is one of the only licensed insurance brokers to provide Fireman's Fund's A+ rated, admitted insurance for events in all 50 states.

Documents in this package:

Certificate of Liability

The Certificate of Liability should always be accompanied by an Additional Insured Endorsement in order to be valid. Our Certificates of Liability are watermarked to ensure the venue has received a valid and in force proof of insurance.

Additional Insured Endorsement

The Additional Insured Endorsement should always accompany the Certificate of Liability in order for the Certificate to be valid. The Additional Insured Endorsement shows your venue/facility name has been added as Additional Insured on the policy.

Admitted Carrier Information:

Being an Admitted Carrier means that Fireman's Fund Insurance, offered exclusively through R.V. Nuccio & Associates, Inc., must comply with all of your state regulations and if it fails financially your state will step in and cover claims.

Non-admitted carriers are not guaranteed by your state and may not comply with your state's regulations.

Questions:

Call us with any questions at 1-800-364-2433. Our business hours are 5:00 AM to 5:00 PM Pacific Time, Monday – Friday. You can also e-mail us at support@rvnuccio.com. For more information about our Liability Insurance, please visit us at specialeventinsurance.com or rvnuccio.com.



R.V. Nuccio & Associates Insurance Brokers, Inc. 10148 Riverside Drive Toluca Lake, CA 91602
Tel. (818) 980-1413 Email support@rvnuccio.com rvnuccio.com
Licensed in all 50 states





CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
08/10/2022

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

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

PRODUCER R.V. Nuccio & Associates Insurance Brokers, Inc. 10148 Riverside Drive Toluca Lake, CA 91602	CONTACT NAME: Robert V. Nuccio	
	PHONE (A/C, No, Ext): (800) 364-2433 FAX (A/C, No): (818) 980-1595	
	E-MAIL ADDRESS: support@rvnuccio.com	
INSURED The Emerald Center LLC 17 W 16th Street Scottsbluff, NE 69341	INSURER(S) AFFORDING COVERAGE	NAIC #
	INSURER A: The American Insurance Company	21857
	INSURER B:	
	INSURER C:	
	INSURER D:	
	INSURER E:	
	INSURER F:	

COVERAGES

CERTIFICATE NUMBER:

REVISION NUMBER:

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

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR <input checked="" type="checkbox"/> Host Liquor Liability GEN'L AGGREGATE LIMIT APPLIES PER: <input checked="" type="checkbox"/> POLICY <input type="checkbox"/> PROJECT <input type="checkbox"/> LOC OTHER:	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	UST022072210 NAEP102080	9/25/2022	9/24/2022	EACH OCCURRENCE \$ 500,000 DAMAGE TO RENTED PREMISES \$ 50,000 MEDICAL EXPENSE \$ 0 PERSONAL & ADV INJURY \$ 500,000 GENERAL AGGREGATE \$ 1,000,000 PRODUCTS - COMP/OP AGG \$ 500,000
A	AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO <input type="checkbox"/> OWNED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> HIRED AUTOS ONLY <input type="checkbox"/> NON-OWNED AUTOS ONLY						COMBINED SINGLE LIMIT \$ BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$
	UMBRELLA LIAB <input type="checkbox"/> OCCUR EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED <input type="checkbox"/> RETENTION \$						EACH OCCURRENCE \$ AGGREGATE \$
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	<input type="checkbox"/> Y <input checked="" type="checkbox"/> N	<input type="checkbox"/> N/A				PER STATUTE <input type="checkbox"/> OTH-ER <input type="checkbox"/> E.L. EACH ACCIDENT \$ E.L. DISEASE - EA EMPLOYEE \$ E.L. DISEASE - POLICY LIMIT \$

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

Additional Insured: The City of Scottsbluff

CERTIFICATE HOLDER

The City of Scottsbluff
17 W 16th Street
Scottsbluff, NE 69361

CANCELLATION

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

Robert V. Nuccio

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ACORD 25 (2016/03)

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Certificate Number: NAEP102080

Policy Number: UST022072210

Effective Dates: 9/24/2022 12:01am to 09/25/2022 12:01am

**Additional Insured - Person, Organization or other Entity -
600002STEP 09 12**

Policy Amendment(s) Commercial General Liability

This endorsement modifies insurance provided under the following:

Commercial General Liability Coverage Part

Schedule

Name of Additional Insured Person(s) or Organization(s) or other Entity(ies)

The City of Scottsbluff

Information required to complete this Schedule, if not shown above, will be shown in the Declarations.

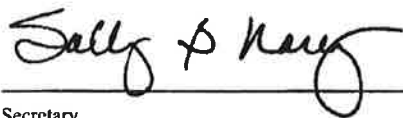
Section II - Who Is An Insured is amended to include as an insured the person, organization or other entity shown in the Schedule above but only to the extent that **bodily injury, property damage or personal and advertising injury** is caused by the sole negligence of the Memorandum of Insurance holder.

Any Additional Insured Person(s) or Organization(s) or other Entity(ies) covered under this policy is subject to the policy forms, terms, conditions, exclusions, limitations and provisions.

This Endorsement is otherwise subject to all the terms, conditions, exclusions, limitations, and provisions of the policy to which it is attached.

This Form must be attached to Change Endorsement when issued after the policy is written.

One of the **Fireman's Fund Insurance Companies** as named in the policy



Secretary



President

600002STEP9-12

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City of Scottsbluff, Nebraska

Monday, August 15, 2022

Regular Meeting

Item Reports1

Council to discuss and consider action on the Economic Development Assistance Agreement with Fusion Ranch, Inc. and authorize the Economic Development Program Administrator to sign the Agreement.

Staff Contact: Starr Lehl, Economic Development Director

ECONOMIC DEVELOPMENT ASSISTANCE AGREEMENT

This Agreement is made on August 15, 2022, between the City of Scottsbluff, Nebraska (the “City”) and Fusion Ranch, Inc. (the “Applicant”).

Recitals:

a. The City has adopted an Economic Development Plan pursuant to the Nebraska Local Option Municipal Economic Development Act (the “Plan”). Pursuant to the Plan, the City has implemented an Economic Development Program (the “Program”).

b. The Applicant has made application for assistance from the Program (the “Application”), reviewed by the Committee (as defined below) in July of 2022.

c. The Applicant (as KYS Foods, Inc.) has received assistance from the Program pursuant to a previous application and Economic Development Assistance Agreements dated October 6, 2011 (the “2011 Agreement”), as amended. It is intended that the 2011 Agreement will continue in full force and effect, that this Agreement and the 2011 Agreement shall operate and stand independent of each other (except as set forth herein), and that this Agreement shall not act a novation, refinance, or replacement of the 2011 Agreement or any amendments thereto.

d. The Administrator of the Program (the “Administrator”) and the City Economic Development Application Review Committee (the “Committee”) have reviewed the Application and recommended to the City Council (the “Council”) that a grant (the “Grant”) and a Loan (the “Loan”) be made to the Applicant from the City of Scottsbluff Economic Development Fund (the “Fund”) as provided for in this Agreement. The City Council has approved the Committee’s recommendation.

e. The parties now desire to enter into this Agreement for the purpose of setting out the terms and conditions of the Grant and the Loan.

Agreement:

1. Purpose of Grant:

The Applicant’s business known as “Fusion Ranch” is expanding its business In Scotts Bluff County, Nebraska, located at 250521 Skyport Drive, Scottsbluff, NE 69361 (the “Business”). The expansion includes need for capital upgrades to the Applicant’s existing facilities which will result in future job creation. The Grant and the Loan is to be used to fund to capital upgrades of the future job expansion and creation.

2. Amount of Grant and Loan:

The following amounts shall be payable to the Applicant from the City of Scottsbluff Economic Development Fund (the “Fund”) at the Closing (as provided for below):

a. The Grant shall be in the amount of \$300,000 (the “Grant Amount”) representing the addition of 10 employees. The Grant shall be in the form of a promissory note (the “Forgivable Note”) which may be repaid according to the terms of this Agreement, to be signed at Closing in the form of the attached Exhibit A.

b. The Loan shall be in the amount of \$200,000 shall be represented by a promissory note (the “Non-Forgivable Note”) to be signed at the Closing in the form of the attached Exhibit B. The Non-Forgivable Note shall carry interest from October 1, 2022 (the “Note Interest Date”) at the Applicable Federal Mid-Term rate for the month of October 2022, and shall be repaid over 120 equal monthly payments of principal and interest, the first payment being due November 1, 2022. Each subsequent payment shall be due on the first of each month thereafter, until the Non-Forgivable Note is paid in full.

3. Closing:

The Grant Amount and the Loan Amount shall be scheduled as a claim at a Council meeting determined by the City following the signing of this Agreement. The “Closing” shall occur following claim approval and the satisfaction of all conditions to Closing as provided for below, but no earlier than 5 business days after the Council meeting where the claim is approved.

4. Possible Grant Repayment:

The Grant Amount and Forgivable Note shall be subject to repayment to the City if the Applicant does not fully earn the Job Credits (as provided for below). The Applicant may earn Job Credits, to be applied against the balance of the Forgivable Note during the Term of this Agreement. In connection with the calculation of the Job Credits:

a. The “Effective Date” of this Agreement for Job Credit calculation purposes shall be October 1, 2022 (the “Effective Date”).

b. The term of this Agreement shall begin on the Effective Date and shall continue for 10 years from the Effective Date (the “Term”).

c. A “Year” shall mean the 12-month period ending as of the day prior to each annual anniversary of the Effective Date.

5. Employee Definitions:

a. “Full Time Employee” shall mean a bona fide employee of the Applicant who (1) is classified by the Applicant as full time; and (2) subject to normal and reasonable waiting periods, is eligible for the Applicant’s normal fringe benefit package. This normal fringe benefit package must, at the least, include a health insurance plan which provides for at least 75% of the premium for employee’s coverage to be paid by the Applicant.

b. “Eligible Full Time Employee” shall mean a Full Time Employee who: (1) primarily works in Scotts Bluff County, and (2) resides within 60 miles of the corporate limits of the City; provided, however any Full Time Employee who does not reside within 60 miles of the corporate limits of the City at the time that the Full Time Employee is hired by the Applicant, shall nevertheless be considered an Eligible Full Time Employee if the Full Time Employee moves to a residence within the required geographic area within 6 months of the hiring of the Eligible Full Time Employee.

c. “Full Time Equivalent” Employees (the “FTE’s”) shall be the total of (i) the number of Eligible Full Time Employees which are paid based on a salary, plus (ii) with respect to hourly Eligible Full Time Employees, the number arrived at by dividing the total hours paid by the Applicant to its hourly Eligible Full Time Employees during a Year divided by 2,080 hours, and then rounded down to the nearest tenth; provided, however, the maximum hours paid that can be counted for any one hourly Eligible Full Time Employee shall not exceed 2080 hours.

d. “Eligible FTE’s” shall mean the FTE’s calculated for a Year less 45 (allowing for a portion of the existing employees of the Applicant).

6. Job Credits:

As long as the Applicant is not in default of this Agreement, the 2011 Agreement, or any document executed pursuant to this Agreement or the 2011 Agreement, the Applicant shall be eligible for credit against the balance due under the Forgivable Note for Job Credits earned during a Year. A “Year” shall mean the 12-month period ending on each September 30, with the first Year beginning October 1, 2022. “Annual Job Credits” shall be calculated as follows:

a. The Applicant shall receive a “Base Annual Job Credit” each Year equal to the Eligible FTE’s during that Year multiplied by \$2,000.

b. If at the end of a Year, (1) the Annual Report (as provided for below) indicates that the Applicant has any Eligible FTE’s that have average earnings for the Year of at least (i) \$14 per hour in the case of hourly employees, or (ii) \$29,120 in the case of salaried employees, and (2) such employees are eligible for the Applicant’s fringe benefit plan, then the Applicant may earn additional job credits (the “Additional Annual Credits”) as calculated on a per employee basis based on the following table:

<u>Additional Credit</u>	<u>Hourly Rate (Based on 2080 hours)</u>	<u>Annual Pay</u>
\$400	\$14.00 to \$17.99	\$29,120 to \$37,439
\$800	\$18.00 to \$21.99	\$37,440 to \$45,759
\$1,200	\$22.00 to \$25.99	\$45,760 to \$54,079

\$1,600	\$26.00 to \$29.99	\$54,080 to \$62,399
\$2,000	\$30.00 and above	\$62,400 and above

In calculating the hourly rate or salary rate for purposes of the above table, the Applicant is entitled to add the hourly equivalent or annual cost of the following fringe benefits provided to the applicable employee by the Applicant: 401k Plan, profit sharing, pension or equivalent retirement benefits, health insurance, and life and disability insurance.

c. For purposes of this Agreement, Annual Job Credit shall mean the total of the Base Annual Job Credits and the Additional Annual Credit.

d. The Grant shall earn Annual Job Credits for ten (10) Years, beginning October 1, 2022. After the tenth (10th) Year of earning Annual Job Credits, the balance due on the Forgivable Note, if any, shall be repaid by the Applicant to the Fund.

7. Grant Repayment:

At the end of each Year of the Term, the total of the cumulative Annual Job Credits will be subtracted from the Grant Amount owed on the Forgivable Note. Any balance at the end of the Term shall be repaid to the Fund within 90 days of the end of the Term (the "Repayment"), and any amount not paid within this time period shall then carry interest at the rate of 7% per annum until paid. If there is no balance, then the Applicant shall be considered as having satisfied its obligations under the Grant, the Forgivable Note, and this Agreement and no repayment shall be due.

8. Representations and Warranties of the Applicant:

The Applicant represents and warrants the following, all of which shall survive the Closing:

a. The Applicant is a corporation organized and existing under the laws of Nebraska. The Applicant has full power and authority to enter into this Agreement and carry out the transactions contemplated by this Agreement. The Applicant's execution, delivery and performance of this Agreement have been authorized by all necessary action on the part of the Applicant. This Agreement, and each agreement and instrument delivered by the Applicant pursuant to it, is the legal and binding obligation of the Applicant, enforceable against the Applicant in accordance with its terms.

b. No representation or warranty made by the Applicant in this Agreement contains or will contain any untrue statement of any material fact, or omits or will fail to state any material fact known to the Applicant that are required to make the statements not misleading.

c. The execution and performance of this Agreement will not violate any provision of law, or conflict with or result in any breach of any of the terms or conditions of, or constitute a default under any indenture, mortgage, agreement or other instrument to which the Applicant is a party or by which they are bound.

9. Representations and Warranties of the City:

The City represents and warrants the following, all of which shall survive the Closing:

a. The City is a municipal corporation organized and existing under the laws of Nebraska, and has full power and authority to enter into this Agreement and carry out the transactions contemplated by this Agreement. The City's execution, delivery and performance of this Agreement has been authorized by all necessary action on the part of the City. This Agreement, and each agreement and instrument delivered by the City pursuant to it, is the legal and binding obligation of the City, enforceable against the City in accordance with its terms.

b. No representation or warranty made by the City in this Agreement contains or will contain any untrue statement of any material fact, or omits or will fail to state any material fact known to the City that is required to make the statements not misleading.

10. Certification of the Applicant:

The Applicant certifies to the City that it has not filed an application with the State of Nebraska, the Nebraska Department of Revenue, or the Nebraska Department of Economic Development to receive sales tax incentives that would affect the City's sales tax receivable. In the event that the Applicant files such an application, it shall advise the City in writing, and the City shall have the option to review the status of the Assistance, to include determining that the unearned portion of the Assistance is due and payable if the Applicant is awarded sales tax incentives.

11. Conditions to Closing:

The City's obligation to proceed with the Closing is subject to the Applicant's fulfillment of each of the following conditions at or prior to the Closing:

a. All representations and warranties of the Applicant shall be true as of the Closing.

b. The Applicant shall have delivered to the City:

(1) A Certificate or Letter of Good Standing from the Nebraska Secretary of State.

(2) A copy of the current and correct Articles of Organization and Bylaws of the Applicant certified by the secretary of the Applicant to be correct; and

(3) Certified resolution of the Shareholders and Directors of the Applicant authorizing this Agreement and providing for signature authority.

c. In order to secure the Repayment, the Forgivable Note and the Non-Forgivable Note, the Applicant shall have delivered to the City the following:

(1) An guaranty (the “Guaranty”) of KaiYen Mai, guarantying the obligations of this Agreement and any document executed pursuant to this Agreement;

(2) A Deed of Trust (the “Deed of Trust”) on the real estate of the Business, securing the payment and performance of this Agreement and any document executed pursuant to this Agreement;

(3) A Security Agreement (the “Deed of Trust”) on personal property assets of the Business, securing the payment and performance of this Agreement and any document executed pursuant to this Agreement, including the Automated Vertical Packaging Machine purchased pursuant to this Agreement;

(4) Original, executed copies of the Forgivable Note and the Non-Forgivable Note.

d. The Applicant shall in all material respects have performed its obligations, agreements, and covenants contained in this Agreement to be performed by it, on, or before the Closing.

e. There shall have been no material adverse change in the operation or financial status of the Applicant and the Closing of this Agreement shall constitute the Applicant’s representations that there has been no such material adverse change.

12. Annual Reports:

The Applicant shall annually, within 60 days of the end of each Year, provide to the Administrator a report in form and substance acceptable to the Administrator which calculates the Annual Job Credit (the “Annual Report”). The Administrator shall have the right at any time to (i) require that the Annual Reports be reviewed at the Applicant’s expense by a Certified Public Accountant reasonably acceptable to the Administrator, or (ii) hire, at the Administrator’s own expense, an independent Certified Public Accountant or other business or financial expert, to review the books and records of the Applicant pertaining to the Annual Report and any other terms and conditions as provided for in this Agreement. If after a review or audit of the Applicant’s records it is discovered that the Annual Job Credit claimed on the Annual Job Credit Report exceeds 10% of the Annual Job Credit as determined by the Administrator, then the Administrator may require the Applicant to reimburse the Fund for the actual cost of the audit.

13. Early Termination:

a. The Applicant shall have the right at any time to terminate its participation in the Program by notifying the Administrator in writing of its desire to do so.

b. The Administrator shall have the right to terminate the Applicant's participation in the Program if the Applicant is in default of any of the terms and conditions of this Agreement, which default is not cured within 30 days of written notice by the Administrator.

c. In the event of a termination as described in this paragraph, the total of the Annual Job Credits as of the end of the Year immediately preceding the termination will be subtracted from the Grant Amount. This amount shall then be immediately due and payable to the Fund. Interest shall accrue at the rate of 7% per annum on any amounts not immediately paid.

d. If FTE's for any Year is less than 20, then the Administrator may terminate this Agreement and demand payment in full of all amounts then due under the Forgivable Note or Non-Forgivable Note. Any amount not paid within this time period shall then carry interest at the rate of 7% per annum until paid.

14. Default:

The Applicant shall be in default if any of the following happen:

a. Failure to comply with any of the terms of this Agreement and the 2011 Agreement, or any other agreement entered into connection with this Agreement and the 2011 Agreement.

b. Any warranty, representation or statement made or given to the City by the Applicant proves to have been false in any material respect when made or given.

c. Dissolution or liquidation of the Applicant, the termination of existence, insolvency, business failure, appointment of a receiver, assignment for the benefit of creditors, or bankruptcy of the Applicant.

d. The Applicant ceases to operate the Business or reports FTE's for any Year less than 20.

e. The Applicant intentionally or materially misstates the Annual Job Credit on an Annual Report. A material misstatement shall be considered to have occurred if the Annual Job Credit claimed on the Annual Report exceeds 10% of Annual Job Credit as reasonably determined by the Administrator.

f. Transfer of sale of a majority of the membership interest of the Applicant by KaiYen Mai, which results in KaiYen Mai owning less than 51% of the ownership interests in the Applicant.

15. Assignability:

The Administrator may assign his interest in this Agreement to any successor administrator designated by the City Council. The Applicant may not assign or transfer their interest in this Agreement without the consent of the Administrator. Assignment shall include a transfer of ownership which results in KaiYen Mai owning less than 51% of the ownership interests in the Applicant.

16. Confidentiality:

It is agreed that this Agreement and its terms are public record and are not confidential. However, the City agrees to take reasonable steps to insure that any financial and proprietary information provided in connection with this Agreement by the Applicant shall remain confidential and shall not be revealed or disclosed to outside sources unless the information is public knowledge, is independently developed, or is required to be disclosed by law or legal process.

17. Notices:

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

b. If to the City:

City of Scottsbluff
2525 Circle Drive
Scottsbluff, NE 69361
Fax: (308) 632-2916
Attention: City Manager

c. If to the Applicant:

Fusion Ranch, Inc.
250521 Skyport Drive
Scottsbluff, NE 69361
Attn: KaiYen Mai

18. Miscellaneous:

a. This Agreement constitutes the entire agreement of the parties with respect to its subject matter, and may only be modified by a writing signed by both of the parties.

b. The City's waiver of any one default shall not be a waiver of the same or any other default in the future. In addition, the City's failure to exercise any right given to it by this Agreement shall not be a waiver of any later exercise of that right.

c. The provisions of this Agreement are severable and if any provision is held to be invalid, the remainder of the Agreement shall remain in effect.

d. This Agreement may be executed in any number of counterparts, each of which shall be deemed an original, but which together shall constitute a single instrument.

e. This Agreement shall be governed by the laws of Nebraska.

f. This Agreement shall be binding on the successors and assigns of the parties.

[SIGNATURE PAGE FOLLOWS]

[SIGNATURE PAGE]

City of Scottsbluff, Nebraska

Fusion Ranch, Inc.

By: _____
Economic Development
Program Administrator

By: _____
Kai Yen Mai,
Shareholder, Director, President

CITY OF SCOTTSBLUFF
ECONOMIC DEVELOPMENT APPLICATION REVIEW COMMITTEE
July 25, 2022

A meeting of the Economic Development Application Review Committee was held on July 25, 2022 at 10:30 a.m. at City Hall, 2525 Circle Drive, Scottsbluff, Nebraska.

Present at 10:30 were Committee members Hod Kosman, Dave Schaff, and Marla Marx. Also present were Adam Hoesing, Deputy City Attorney, Starr Lehl, City Economic Development Director, Sharaya Toof, Small Business Outreach/Public Relations Coordinator for the City, and the assistance manager for Fusion Ranch, Inc.

The meeting was called to order by Vice-Chairman Schaff at 10:30 a.m.

Vice-Chairman Schaff then announced a copy of Nebraska Open Meetings Act was posted on the back wall of the meeting room.

It was moved by Member Marx and seconded by Member Kosman to approve the Minutes of the July 14, 2022 Application Review Committee Meeting. Voting yes: Marx, Schaff, and Kosman. Voting no: None.

The next item on the agenda was a presentation by Fusion Ranch, Inc. as an applicant for assistance from the Program. The applicant produces jerky, ham, Asian meat snacks in Scotts Bluff County, Nebraska, and the applicant employs 45 employees. As part of its operation, the Applicant manufactures and sources its own branded products, as well as products for other private label retailers. The Applicant desires to expand production through the purchase of two automated vertical packing machines, and the Applicant is requesting assistance for the purchase of the second packing machine in the amount of \$826,802.00. The Applicant states that an additional 10 employees will be employed over the next five years to meet the increased production, and the Applicant believes that the market for orders and retailers is available to meet the Applicant's desired production expansion. Additionally, the Applicant desires to introduce a fava bean product to grow sales, and the Applicant anticipates that sales will double in the next few years.

The Committee asked whether the equipment for the purchase was available, and the Applicant stated that the equipment can be ordered with a delivery period of seven to eight months. The Committee asked whether the Applicant will expand square footage of its facility, and the Applicant will not do so at the moment but is planning with an engineer/architect for expansion in the near future to meet the increased production demands. Upon questioning, the Applicant has not seen a large issue with supply chain of raw material or finished inventory and the Applicant has not seen a large issue with available workforce to expand, as workforce retention has been the greater problem.

After presentation from the Applicant, it was moved by Committee Member Marx and seconded by Committee Member Kosman for the Committee to enter closed session for the purpose of protecting the public interest of discussing the Applicant's financial documents and

tax returns and keeping the Applicant's financial information confidential. Voting yes: Marx, Schaff, and Kosman. Voting no: None.. Closed session was entered at 11:03 A.M.

The Committee exited closed session at 11:15 A.M. After entering open session, the Committee discussed its desires for recommended assistance, and discussed a job creation component that could qualify for only \$300,000 as a forgivable loan over 10 years. After discussion, it was moved by member Kosman and seconded by Member Marx to offer the following assistance to the Applicant:

\$300,000 as a forgivable loan with a job credit component, and \$200,000 as a loan, repayable with monthly payments over ten years. The \$300,000 grant would have a job credit effective dated October 1, 2022, and the Applicant would receive \$2,000 per fulltime employment position per year, for all employees over the base 45 full-time employees at the current time, plus additional credit for higher paid employees. The assistance would be secured by a deed of trust, a security agreement, and supported by a guaranty of the Applicant's owner. Voting in favor: Schaff, Marx, and Kosman. Voting no: None.

Thereafter, the Committee reviewed materials regarding adding retail the Program, and the Committee believes the material is ready for review by the Citizen Advisory Review Committee. The Meeting was adjourned at approximately 11:30 A.M.

Starr Lehl, Economic Development Director

City of Scottsbluff, Nebraska

Monday, August 15, 2022

Regular Meeting

Item Reports2

Council to discuss and consider action on the contract between the City of Scottsbluff and Scottsbluff Police Officer's Association, Inc. and authorize the Mayor to execute the Contract.

Staff Contact: Liz Loutzenhiser & Kevin Spencer Interim CM

C O N T R A C T

between

CITY OF SCOTTSBLUFF, NEBRASKA

and

**SCOTTSBLUFF POLICE OFFICER'S ASSOCIATION
INC.**

Effective

October 1, 2022 – September 30, 2024

TITLE PAGE

PREAMBLE		Page 4
DEFINITIONS	Article I	Page 5
UNION RECOGNITION	Article II	Page 5
NON-DISCRIMINATION	Article III	Page 6
MANAGEMENT RIGHTS	Article IV	Page 6
CHECK-OFF	Article V	Page 8
GRIEVANCE PROCEDURE	Article VI	Page 9
DISCIPLINARY ACTION	Article VII	Page 10
BULLETIN BOARDS/ BALLOT BOXES	Article VIII	Page 11
EMPLOYEE RIGHTS	Article IX	Page 12
REDUCTIONS IN FORCE	Article X	Page 15
COMMITTEES (Labor-Management)	Article XI	Page 16
UNION BUSINESS	Article XII	Page 16
SENIORITY	Article XIII	Page 17
HOURS OF WORK IN DUTY SHIFTS	Article XIV	Page 17
ATTENDANCE IN COURT, CONFERENCES, MEETINGS	Article XV	Page 18
OVERTIME, COMPENSATORY TIME, AND CALL BACK PAY	Article XVI	Page 19
HOLIDAYS	Article XVII	Page 21

LEAVE PROVISIONS	Article XVIII	Page 21
Accrual of Sick Leave		Page 21
Use of Sick Leave		Page 22
Bereavement Leave		Page 22
Job-Related Injuries		Page 22
Separation of Employment		Page 22
VACATION LEAVE	Article XIX	Page 23
Accrual		Page 23
Vacation Split		Page 23
Request for Vacation Leave		Page 23
UNIFORMS AND EQUIPMENT	Article XX	Page 24
WAGES	Article XXI	Page 25
HEALTH INSURANCE	Article XXII	Page 26
LIFE INSURANCE	Article XXIII	Page 26
DISABILITY INSURANCE	Article XXIV	Page 26
NON-REGULAR AND OFF-DUTY EMPLOYMENT	Article XXV	Page 27
RESIDENCE	Article XXVI	Page 27
PHYSICAL FITNESS	Article XXVII	Page 28
STRIKES AND LOCKOUTS	Article XXVIII	Page 30
SAVINGS CLAUSE	Article XXIX	Page 30
CONTRACT LANGUAGE RE-OPENER	Article XXX	Page 30
TERMINATION OF AGREEMENT	Article XXXI	Page 31
AUTHORIZATION FOR PAYROLL DEDUCTION(Dues)	Exhibit "A"	Page 32

PREAMBLE

WHEREAS, the City has voluntarily endorsed the practices and procedures of collective bargaining as a fair and orderly way of conducting its relations with its employees insofar as such practices and procedures are appropriate to the functions and obligations of the City to retain the right effectively to operate in a responsible and efficient manner and are consonant with the paramount interests of the City and its citizens;

WHEREAS, it is the intention of this contract to provide, where not otherwise mandated by statute, ordinance, or resolution for the salary structure, fringe benefits, and employment conditions of the employees covered by this contract to prevent interruptions of work and interference with the efficient operation of the City and to provide an orderly and prompt method of handling and processing grievances;

NOW THEREFORE, the parties agree with each other as follows:

ARTICLE I DEFINITIONS

For the purpose of this Contract, the following words, terms and phrases shall be construed in accordance with the definitions assigned to them unless the context in which the same shall be used would otherwise necessarily require a different definition.

1. Department shall mean the Police Department of the City of Scottsbluff.
2. Employee shall mean any Police Officer of the City which is included in the recognized bargaining unit;
3. Civil Service Commission shall mean the duly appointed Civil Service Commission of the City;
4. City Manager shall mean the duly appointed City Manager of the City;
5. Personnel Rules and Regulations shall mean all provisions of the Ordinances of the City regulating personnel and working conditions, the Personnel Manual and the Administrative Regulations of the City, the Rules and Regulations of the Civil Service Commission and any rules, regulations, instructions of the Police Department;
6. City shall mean the City of Scottsbluff, Nebraska;
7. Union shall mean Scottsbluff Police Officers' Association, Inc.

ARTICLE II UNION RECOGNITION

The City recognizes the Union as the sole and exclusive bargaining representative for all police officers holding positions or classifications subordinate to the Police Chief and immediate assistant(s) holding authority subordinate only to the Chief.

ARTICLE III NON-DISCRIMINATION

SECTION 1 The parties hereby agree not to discriminate against any employees on the basis of race, color creed, sex, religious or political affiliations, national origin, age, marital status, or Union or non-union membership.

SECTION 2 The parties hereby agree that no officers, agents, representatives, members or anyone connected with either party shall in any manner intimidate, coerce, restrain, or interfere with the rights of employees to form, join, or assist labor organizations or to refrain from any of these activities, including the right of employees to withdraw, revoke, or cancel Union membership.

SECTION 3 The Union recognizes its responsibility as the exclusive bargaining agent and agrees to represent all employees in the bargaining unit without discrimination, interference, restraint, or coercion. The City recognizes the Union right to reimbursement from nonunion bargaining unit employees for the reasonable cost of representation in each individual case.

SECTION 4 The Union shall share equally with the City the responsibility for applying this Article to the Contract.

ARTICLE IV MANAGEMENT RIGHTS

Nothing in this Contract shall be construed to restrict, limit or impair the rights, powers, and authority of the City under the laws of the State of Nebraska and ordinances of the City.

The City shall not be deemed to have agreed to any restrictions upon the manner of exercising such powers and duties other than those clearly specified in this Contract.

The reserved rights, powers, and authority of the City include, but are not limited to the following:

1. The rights to determine, effectuate, and implement the objectives and goals of the City;
2. The rights to manage and supervise all operations and functions of the City;
3. The right to establish, allocate, schedule, assign, modify, change and discontinue City operations, work shifts, and working hours, including overtime hours;
4. The right to establish, modify, change, and discontinue work standards;

5. The right to hire, examine, classify, promote, train, transfer, assign, and retain employees; suspend, demote, discharge, or take other disciplinary action against employees for just cause; and to relieve employees from duties due to lack of work or reduction of funds;
6. The right to increase, reduce, change, modify, and alter the composition and size of the work force;
7. The right to determine, establish, change, modify, and implement policies for the selection, training, and promotion of employees;
8. The rights to create, establish, change, modify, and discontinue any City function, operation and department.
9. The right to establish, implement, modify, and change financial policies, accounting procedures, prices of goods or services, public relations, and procedures and policies for the safety, health, and protection of City property and personnel;
10. The right to adopt, modify, change, enforce, or discontinue any existing rules, regulations, procedures and policies which are not in direct conflict with any provision of this Contract;
11. The right to determine and enforce employee's quality and quantity standards;
12. The right to classify jobs and to allocate individual employees to appropriate classifications based upon duty assignments. The City will not abolish or change any bargaining unit classifications for the purpose of depriving the bargaining unit employees of their benefits under this Contract.
13. The right to establish reasonable work rules.
14. If it is determined that there is a conflict between the Personnel Rules and Regulations or Administrative Regulations and the provisions of this Contract, the Contract will govern until changes incorporated in the Personnel Rules and Regulations are specifically addressed in the Contract.

ARTICLE V CHECK-OFF

SECTION 1 The City shall deduct regular Union dues from the pay of each employee covered by this contract, provided that at the time of such deduction there is in possession of the City a current unrevoked written assignment, executed by the employee, in the form and according to the terms of the authorization form, attached hereto, marked Appendix "A", and made a part hereof. Such authorization may be revoked by the employee at any time by giving written notice thereof to the City.

SECTION 2 Previously signed and unrevoked written authorizations shall continue to be effective as to employees reinstated following lay-off, leave of absence, or suspension not exceeding sixty (60) days. Previous authorizations of other employees rehired or reinstated shall not be considered to be effective.

SECTION 3 Such authorization deductions shall be made from each bi-weekly pay period and will within ten (10) days be remitted to the duly designated Union official. The Union official unless otherwise agreed shall be the treasurer.

SECTION 4 Such deductions shall be limited to 1/24th of the annual Union dues, and shall not include dues for prior pay periods or any portion thereof.

SECTION 5 If the city receives an employee revocation of authorization on or before the eighth day of the payroll period, no deductions will be made from that payroll period or subsequent payroll periods. If such revocation is received after the eighth day of the first payroll period, a deduction will be made from such payroll but shall not be made from subsequent payroll periods.

SECTION 6 At the time of execution of this Contract, the Union shall advise the City in writing of the exact amount of regular annual Union dues, which shall be divided into 24 equal payments. If, subsequently, the Union requests the City to deduct additional annual Union dues, such request shall be effective only upon written assurance by the Union to the City that amounts are regular Union dues duly approved in accordance with the Union's ByLaws.

SECTION 7 The City agrees to provide this service without charge to the Union.

SECTION 8 The City Shall not be liable for the remittance payment of any sums other than those constituting actual deductions made; and if for any reason it fails to make a deduction for any employee as above provided, it shall make that deduction from the next pay period in which Union dues are normally deducted after written notification to the City of the error. If the City makes an overpayment to the Union, the City will deduct that amount from the next remittance to the Union. The Union agrees to indemnify and hold the City harmless against any and all claims, suits, orders or judgments brought or issued against the City as a result of any action taken or not taken by the City under the provisions of the Article.

ARTICLE VI GRIEVANCE PROCEDURE

An alleged grievance arising from an employee shall be handled in the following manner:

A grievance for the purpose of this Contract refers to the question of the interpretation, application, and meaning of the terms of the labor agreement between the City and the Union.

Employees shall raise and thoroughly discuss any matters on disagreement with their immediate supervisor in order to informally resolve as many matters as possible.

In reducing a grievance to writing, the following information must be stated with reasonable clearness:

1. The exact nature of the grievance;
2. The act or acts of commission or omission;
3. The time and place of the act of commission or omission;
4. The identity of the party or parties who claim to be aggrieved;
5. The provisions of the contract that are alleged to have been violated;
6. The remedy which is sought.

In the event that a satisfactory settlement is not or cannot be reached after the matter has been informally raised with the immediate supervisor, the following procedure shall be used in the submission of a grievance:

STEP 1. Any employee who believes that he/she has a grievance shall discuss the request or complaint with the Chief of Police within fifteen (15) calendar days of becoming aware of the issue giving rise to the grievance, with or without the UNION representative being present, as the employee may elect, in an attempt to settle the same. The Chief of Police shall respond to the grievance within seven (7) calendar days.

STEP 2. If a grievance or request has not been satisfactorily resolved in STEP 1, it must be presented in writing to the Chief of Police within seven (7) calendar days of receiving the Chief's response in STEP 1 if the UNION representative determines the grievance is meritorious. The Chief of Police shall consider the grievance and notify the employee in writing within seven (7) calendar days of the receipt of the grievance.

STEP 3. If the grievance is not settled to the satisfaction of the employee, he/she and/or the designated UNION representative shall present the grievance in writing to the City Manager or designee within seven (7) calendar days after the decision of the Chief of Police. The City Manager shall notify the employee of the decision made and of any action taken within ten (10) calendar days of the receipt of the grievance.

STEP 4. If the grievance is not settled by the City Manager to the satisfaction of the employee, the employee may submit the matter to arbitration by sending a written Notice to Arbitrate to both the City Manager and City Council within ten (10) calendar days of receiving the Step 3 response from the City Manager. If the parties are unable to agree upon an arbitrator, the parties will request the Federal Mediation and Conciliation to submit a list of seven names to serve as arbitrator. The parties shall then select an arbitrator by alternately striking names from the list after flipping a coin to decide which party begins striking names first.

The arbitrator selected by the parties shall confer with the parties, hold a hearing, and issue a decision within thirty (30) days of the hearing. The arbitrator's decision shall be in writing and shall set forth his/her findings of fact and reasoning. The arbitrator shall not amend, modify, nullify, or add to the provisions of the agreement. The decision of the arbitrator shall be submitted to the City, employee, and FOP. Any appeals of the arbitrator's decision shall be in accordance with the Uniform Arbitration Act. The costs of the services of the arbitrator shall be borne equally by the parties. Any other expenses incurred shall be paid by the party incurring the same.

The parties agree to meet and confer in an effort to identify witnesses and agree on the exchange of relevant documents. The Arbitrator may order responses to requests for information necessary to prepare for the hearing that the arbitrator believes is necessary to a full and fair exploration of the issues in dispute, consistent with the expedited nature of arbitration.

GENERAL. Grievances may be presented by an employee or his/her UNION representative in person or via electronic mail. Employees shall not be paid for any time used to present the grievance, or for subsequent meetings regarding the grievance. None of the above procedures precludes the parties from meeting to discuss and attempt to resolve any grievance. Notwithstanding anything to the contrary set forth herein, all final disciplinary actions taken by the Chief of Police or his/her designee may proceed directly to Step 3 of this grievance procedure within seven (7) calendar days of the receipt of the disciplinary action.

ARTICLE VII DISCIPLINARY ACTION

SECTION 1 Disciplinary Action Cause: Employees may be disciplined for violating the Personnel Rules and Regulations of the City for just cause. "Just cause" shall be defined as cause that a reasonable employer, acting in good faith, would deem good and sufficient for the level and type of disciplinary action imposed.

SECTION 2 Disciplinary Action: It is agreed by the parties that all the applicable provisions of the Personnel Rules and Regulations of the City are hereby made part of this contract and by this reference made part hereof.

SECTION 3 Disciplinary Action Reprimand: The Police Chief or designated representative may reprimand any employee for cause. Such reprimand may be oral or written.

SECTION 4 Written Reprimand: If such reprimand is in writing, it shall be addressed and presented to the employee who will initial a copy which shall then be included in the employee's personnel file. The employee may submit an explanation or rebuttal.

Any written reprimand issued to an employee shall not be used to enhance discipline of the employee more than two (2) years after the issuance of the reprimand, provided the employee has not received any additional letter(s) of reprimand regarding the same subject matter during the two-year period of time.

SECTION 5 Response to Questions: Employees submitting written questions on policy matters will receive responses or acknowledgments of such inquiries within a reasonable time.

If the response cannot be provided within ten (10) working days of the receipt of the inquiry, the acknowledgment will indicate the probable date for a complete response to the inquiry.

ARTICLE VIII BULLETIN BOARDS AND BALLOT BOXES

SECTION 1 The City shall permit the Union to provide one bulletin board at a location designated by the Police Chief, for the posting of Union meetings and elections, reports of Union committees, and other notices or announcements that would be of benefit or interest to each employee. City computers and equipment (e-mail, telephone, etc.) may be used to notify members of meeting dates and times. No other Union activity shall be allowed on City equipment. All posted notices shall be on Union stationery and signed by an officer of the Union.

SECTION 2 Posted notices shall not contain anything political, discriminatory, or anything reflecting adversely upon the City or any of its employees. Any Union authorized violation of this Article shall entitle the City to cancel immediately the provisions of the Article and prohibit the Union further use of the bulletin board.

SECTION 3 The bulletin board shall be for the exclusive use of the Union.

SECTION 4 The City will permit the Union to use one ballot box provided by the Union, at an assembly area designated by the Police Chief, for use in Union elections. No employee shall participate in any Union elections, in any manner, during his/her tour of duty.

SECTION 5 The City will permit the distribution, in each employee's designated message box, of reports of Union committees and other notices or announcements of benefit or interest to the employees.

ARTICLE IX EMPLOYEE RIGHTS

SECTION 1 The security of the City of Scottsbluff, its citizens, plus the integrity and reputation of the Department, depends to a great extent, on the manner in which personnel of the Department perform their varied and difficult duties. The performance of such duties involves each employee in all manner of contacts and relationships with the public.

- A. Out of such contacts and relationships may arise questions concerning the actions of each employee of the Department. Such questions require prompt investigation by superior officers. The officer shall be notified within five days by appropriate Police Department personnel of the complaint, unless to do so might jeopardize the investigation of a complaint, and that determination shall be made by the Police Chief
- B. To ensure that such investigations are conducted in a manner conducive to good order and discipline, meanwhile observing and protecting the individual rights of each employee of the Department, the following rules are hereby established.
- C. Within forty-five days of the complaint: (1) investigations into employee misconduct shall be completed; or (2) the Department shall provide the employee with written notice that the investigation has been extended and the reasons therefor.

SECTION 2 The interview of any employee shall be conducted at a reasonable hour after said employee has been given reasonable notice of at least 72 hours as to the incident involved and the time the interview is to be conducted. Said interview shall be conducted when the employee is on duty or between 8:00 a.m. and 5:00 p.m., unless the urgency of the investigation dictates otherwise. If such interview occurs during off-duty time of the employee being interviewed, the employee shall be compensated for off-duty time in accordance with the overtime procedures of this contract.

- A. The interview shall take place at a location designated by the investigating officer, preferably at the Department.
- B. Each employee interviewed shall be informed of the name and rank of all persons present. Should an employee be directed to leave his/her post during the investigation, the shift commander shall be notified immediately.
- C. No complaint against an employee shall be investigated unless the complaint is in written form. All complaints shall bear the identity of the complainant. The City may receive and is not precluded by the foregoing provisions from receiving information or other complaints on an informal basis.
- D. Each employee being interviewed shall be informed of the nature of the investigation, the name of all complaining parties, and shall receive a copy of any complaint or evidence against the employee at least 72 hours before the

interview commences. The employee shall also be informed of his/her right to make notes, and the right to have an attorney and/or Union representative present at any interrogation of the employee. To the extent there exists any audio and/or video evidence of the incident at issue, the officer shall have the opportunity to review any such evidence with his/her attorney and/or union representative prior to the interview. The Department may postpone the interview for a reasonable amount of time to accommodate the schedules of the employee's attorney and/or Union representative, and/or conduct the interview by web-conferencing or other similar method. In cases where web-conferencing or other similar method is used, the Department shall make arrangements to electronically send the complaint and any evidence (including any audio and video) to the employee's designated attorney and/or union representative.

- E. The interview session shall be for a reasonable period of time, depending upon the seriousness of the investigation. Unless agreement is reached to continue a period of two hours shall be the maximum time allowed for any one session of the interview.
- F. Reasonable rest periods shall be allowed within the two (2) hour period. Time shall be provided for personal necessities, meals, telephone calls, etc., as are reasonably necessary.
- G. Each employee being interviewed shall not be subject to any offensive or abusive language, nor threatened with dismissal or other disciplinary action. Nothing herein is to be construed as to prohibit the interviewing officer from informing the employee that his/her conduct can be the subject of disciplinary action should he/she refuse to obey a lawful order of the ranking officer. No promise or reward shall be made as an inducement to answering any question. Each employee being interviewed shall be asked questions by and through no more than two investigators. The employee shall not be required by the Department to submit to interviews by the press or news media without his/her expressed consent, nor shall his/her home address, phone number or photograph be given to the press or news media without his/her consent.
- H. When an employee being interviewed regarding a violation of Personnel Rules and Regulations, the employee will be allowed the presence of legal counsel during the interview. The interview may be postponed for a reasonable period of time for the employee to obtain the services of legal counsel, if desired. The attorney shall not interfere with the interview, but may counsel the employee and ask follow up questions at the conclusion of the interview. The employee shall answer truthfully all questions concerning the investigation posed by the interviewing officer. When the employee refuses to answer such questions, he/she will be informed that refusal to answer can become the subject for disciplinary action.
- I. Any employee being interviewed shall be read a Garrity Warning aloud and on the record at the beginning of the interview, in the following form:

"I wish to inform you that you are being questioned as part of an official

investigation of the Police Department. You will be asked questions specifically directed and narrowly related to the performance of your official duties or fitness for office. You are entitled to all the rights and privileges guaranteed by the laws and Constitution of the United States, including the right not to be compelled to incriminate yourself. I further wish to advise you that if you refuse to testify or to answer questions relating to the performance of your official duties or fitness for duty, you will be subjected to Departmental changes which could result in your dismissal from the Department. If you do answer, neither your statements or any information or evidence which is gained by reason of such statements can be used against you in any subsequent criminal proceedings. However, these statements may be used against you in relation to subsequent department charges.”

I.

- J. **Electronic recording:** All interviews shall be electronically recorded by the Department, and may also be electronically recorded by employees subject to the interview. There will be no "off-the-record" questions during a recorded interview.

SECTION 3 Polygraph Non-criminal: No employee of this Department shall be compelled to submit to a polygraph examination on a complaint without corroborating evidence in a Non-criminal matter, unless the complaining party is requested and submits to a polygraph examination beforehand. Should the complainant refuse or fail the examination, the employee would not be required to take such a test. If the complaining party passes the examination showing the truth in the complaint, or if there is sufficient corroborating evidence, the Police Chief may order the employee to submit to the examination. Failure to comply can become the basis for termination for insubordination.

- A. **Polygraph (Criminal):** In criminal matters under investigation, each employee shall be advised of his/her right to accept or reject the polygraph examination. Should the employee elect to refuse the polygraph, he/she may be ordered to take the examination by the Police Chief as an aid in the administrative investigation. Failure to submit may be the cause for disciplinary action. Each employee will be informed that the refusal to submit to the examination cannot and will not be used against him/her in a criminal court of law. Should the employee waive his/her rights and elect to take the polygraph examination, any information derived from the examination may be used by the department in both administrative and criminal actions.
- B. In Criminal matters when an employee refuses to submit to a polygraph examination after being ordered to do so by the Police Chief, disciplinary action may be suspended, unless the employee is under arrest, until the final court disposition of the matter, or he/she may be terminated for insubordination. The disposition of the disciplinary action against the employee, if any, shall rest with the City manager upon recommendation of Police Chief.

C. Each employee may, at any time, request a polygraph examination.

SECTION 4 Each employee shall read and be allowed to sign and date any document having reference to the results and/or disposition of an investigation, prior to its being placed in the employee's personnel file.

SECTION 5 Each disciplined employee has the right of appeal available to employees as outlined in the Contract.

SECTION 6 Nothing contained herein shall preclude or prohibit any employee from pursuing civil litigation for false and/or malicious complaints.

SECTION 7 In the event that any section, sub-section, or other portion of this Article should be found unconstitutional, illegal, or otherwise invalid, the remainder of the Article shall continue in full force and effect.

SECTION 8. If any civil legal action is brought against any employee covered by this Contract, based upon the negligent error or omission of the employee while in the performance of his or her lawful duties, the City shall defend him or her against such action, and if final judgment is rendered against the employee, the City shall pay such judgment on the employee's behalf and shall have no right to restitution from the employee. The City may purchase insurance to indemnify itself in advance against the possibility of such loss under this provision, and the insurance company shall have no right of subrogation against the employee. In the event that state law changes to provide that the City need not defend and/or indemnify the employee, the parties agree to meet and negotiate a revision, if any, to this section.

ARTICLE X REDUCTIONS IN FORCE

The Civil Service Commission will make recommendations concerning possible changes in the reduction in force policy to the City Manager. The City Manager will consider such recommendations, but shall not be bound by them in establishing changes. Prior to the adoption of the changes the City Manager and the City Council will, after giving reasonable notice to every police officer, conduct a public hearing. The City Manager will, in adopting any changes, consider factors including but not limited to the following primary factors.

- A. Seniority;
- B. The multiple job skills recently or currently being performed by the employee;
- C. The knowledge, skills, and abilities of the employee;
- D. The performance appraisal of the employee including any recent or pending disciplinary actions involving the employee;
- E. The employment policies and staffing needs of the department together with contracts, ordinances, and statutes related thereto;
- F. Required federal, state, or local certifications or licenses.

ARTICLE XI COMMITTEES

LABOR-MANAGEMENT COMMITTEE

Representatives of the Union and City, to include the Human Resources Director, Chief of Police and City Manager will meet periodically over the course of each year to discuss items of interest to both parties in an effort to benefit the operation and environment of the organization through joint study and planning. Either party may initiate a meeting at any time during the course of the year.

ARTICLE XII UNION BUSINESS

SECTION 1 Union officials who are members of the bargaining committee, not to exceed four (4) in number, shall be granted leave from duty without pay for time spent in conducting union business. Provided, Union officials who are conducting union business will be eligible to draw pay for such time to the extent that members of the Union had contributed accrued time to a "bargaining pay pool" to be established jointly by the City and the Union. Negotiation sessions shall be scheduled so as to minimize the impact on such "pool."

SECTION 2 Union officials, not exceeding two (2) in number shall be granted leave from duty without pay for the purpose of attending Union meetings, conventions, education conferences or conducting Union business. Such leave shall be contingent upon a written request by the Union and approval by the Police Chief no less than one week in advance of the requested leave dates, provided that the leave from duty without pay shall not exceed forty (40) hours per person annually.

SECTION 3 The City shall allow the Union to make use of copy reproduction devices available to the City. The Union shall reimburse the City for reproduction costs at a rate of \$100 per contract year. The Union shall be allowed to use City equipment to e-mail notice of meetings to members. No other Union business shall be conducted using City equipment.

ARTICLE XIII SENIORITY

SECTION 1 Seniority shall be based on continuous length of service in a classification without a break or interruption; provided that absence on authorized leave without pay or lay-off for thirty (30) calendar days or less, shall constitute a break or interruption of service within the meaning of this Article; provided, further that in the case of an absence on authorized leave without pay, the period of such absence shall be excluded in computing accumulated seniority. The Police Chief may waive the provisions of this section when the Chief determines it to be in the public interest.

SECTION 2 Seniority shall commence from the date an employee enters a classification.

SECTION 3 A list of employees arranged in order of seniority by classification shall be maintained and made available for examination by each employee, provided that the seniority list be revised and updated at the end of each fiscal year, a copy of the same shall be transmitted to the Union representative. The Union will have the list posted on its bulletin board within 24 hours of receiving the list. The list shall be deemed correct if no grievance is filed within five (5) days of delivery of the list to the Union representative.

SECTION 4 Where two or more employees in the same classifications were appointed on the same date, their seniority standing shall be determined in order of their rank on the eligible list from which their appointments were made.

SECTION 5 Seniority within a classification is the determining factor under Police Department Policy for taking of vacation leave and a factor in filling shift assignments. This consideration of employment is hereby made part of this Contract with the Police Chief having the discretion in the public interest, to make adjustments in making assignments and assigning vacation time.

ARTICLE XIV HOURS OF WORK IN DUTY SHIFTS

SECTION 1 Eight-hour shift: Eight hours shall constitute a day's work and five consecutive calendar days shall constitute a week's work. Two work weeks shall constitute an 80-hour work period. Each employee shall be entitled to two consecutive days off each week unless in conflict with shift or other assignment changes or as specified in Section 4 of this article.

SECTION 2 Ten-hour shift: Ten hours shall constitute a day's work and four consecutive calendar days shall constitute a week's work. Two work weeks shall constitute an 80-hour work period. Each employee shall be entitled to three consecutive days off each week unless in conflict with shift or other assignment changes or as specified in Section 4 of this article.

SECTION 3 Twelve-hour shift: Twelve hours shall constitute a day's work and six twelve-hour work days with one eight hour work day, within two calendar weeks, shall constitute

a work period. No employee shall be scheduled to work more than three consecutive twelve-hour days without having at least two consecutive days off unless in conflict with shift or other assignment changes or as specified in Section 4 of this article.

SECTION 4 During an emergency as declared by the Chief of Police, each employee's shifts, hours, and duties may be established or altered at the discretion of the Chief of Police. For the purposes of this Section, "emergency" shall be defined as a significant disruption or threat of disruption of normal Department procedure, policies, or activities caused by riot, fire, earthquake, attack, escape, demonstration, *force majeure*, natural disaster, or similar disturbances. Employees whose schedules or work hours are changed with less than two (2) weeks' notice shall be paid one and one-half (1.5) times their regular rate of pay for all hours worked with less than two weeks' notice.

SECTION 5 Notwithstanding any other provision of this contract, no employee shall be required to work more than sixteen (16) hours in any twenty-four (24) hour period.

ARTICLE XV

ATTENDANCE IN COURT, CONFERENCES, AND OTHER MEETINGS

SECTION 1

- A. This section applies to each employee required to attend during off duty hours, as a witness or in other capacity directly related to official duties, any of the following activities
 - 1. Any case pending in the County Court or District court;
 - 2. Any Grand Jury proceeding;
 - 3. Any conference with the City or County Attorney or their respective Assistants;
 - 4. Any proceeding of city, county, state or federal governments (including subdivision or agencies thereof).
- B. Each employee who is required to attend an activity described in paragraph A shall be entitled to:
 - 1. A minimum of two (2) hours at the rate of time and one-half (1½) for each appearance, or one and one-half (1½) times the actual number of hours in attendance, whichever is greater; However,
 - 2. If two or more appearances occur on the same date and location, each employee shall be entitled to time and one half (1½) compensation for the lesser of:
 - a. The number of appearances multiplied by two hours, or,
 - b. The number of hours comprised within the period commencing with the start of the first appearance and ending with the finish of the last appearance (less one hour for lunch if the appearances occur both in the fore and afternoon).
 - 3. Each employee who attends an activity described in paragraph A, on a previously scheduled vacation day, will be compensated for a minimum of eight (8) hours of straight time or time and one-half (1½) times the actual hours in attendance, whichever is greater.
- C. Each employee shall contact the designated representative of the City Police Department no more than 8 hours prior to appearing for any of the activities described in paragraph A for notice

regarding the scheduling or cancellation of the activity.

1. If the activity has been canceled, the employee is not required to appear for the activity;
2. If the employee is notified that the activity is still scheduled and appears for the activity, and is then notified that the activity has been canceled, the employee will be entitled to two (2) hours at the rate of double (2) time.
3. In the situation where an employee has a regularly scheduled day off and has been scheduled for court, if the court or the Police Department fails to notify the employee of a known cancellation as evidenced by court record, by the end of the business day (4:30 p.m. prior to the scheduled date, the employee will be compensated for two (2) hours of double time.
4. Employees required to attend a regular court appearance with less than 8 hours advance notice will be entitled to two (2) hours at the rate of double (2) time.

SECTION 2 When the employee is testifying in other litigation to which he/she is a party or witness and which does not involve duty as a police officer, the employee may use vacation leave or compensatory time off or be granted leave without pay for the length of such service.

SECTION 3 Each employee who is called for witness or jury duty shall present to his/her supervisor the original summons subpoena from the court.

SECTION 4 Fees received for jury service or as a witness in a federal, state or county court shall be deposited with the city clerk upon the employee's receipt thereof, provided the requirement shall not apply to fees received by employees when they are not on duty with the City. No employee shall receive witness fees paid from the City's funds.

ARTICLE XVI OVERTIME, COMPENSATORY TIME, AND CALL BACK PAY

SECTION 1 Overtime pay: Work performed by employees in excess of eighty (80) hours per fourteen (14) day work period shall be compensated at the rate of one and one-half (1½) times the number of hours worked in excess of eighty (80) hours per work period. For the purposes of this Article, work performed includes paid leave (including sick leave) but excludes funeral leave and excused absence without pay.

SECTION 2 If an employee is called to duty during off-duty time and such time does not coincide with scheduled tour of duty, such employee shall be paid for a minimum of two (2) hours at the rate of time and one half (1½), or one and one half times the actual number of hours worked, whichever is greater. However, if the call back time is due to a telephone conference only, and the transaction can be completed from the officer's point of origin, the officer shall be paid for a minimum of one hour at the rate of time and one-half, or one and one-half times the actual number of hours worked, whichever is greater.

SECTION 3 In calculating overtime pay, the following rule shall apply: If any employee works seven (7) minutes or less of overtime, the employee shall not receive any compensation for overtime. If an employee works more than seven (7) minutes and less than twenty-three (23) minutes of overtime, the employee shall be compensated for one-quarter hour overtime. If the employee works more than twenty-two (22) and less than thirty-eight (38) minutes of overtime, the employee shall be compensated for one-half hour

overtime. If the employee works more than thirty-seven (37) minutes and less than fifty-three (53) minutes of overtime, the employees shall be compensated for three-quarter hours of overtime. If the employee works more than fifty-two (52) minutes and less than sixty (60) minutes, the employee shall be compensated for one (1) hour of overtime.

SECTION 4 In lieu of payment for overtime hours worked, the City may elect to give compensatory time off. If this request is approved, one and one-half hours of compensatory time shall be credited for each overtime hour worked. Double-time eligible work is credited with double-comp time.

SECTION 5 Compensatory time off shall be earned at the same rate as overtime pay, as described in this Article. Employees shall be allowed to carry up to one hundred-eighty (180) hours of compensatory time during any fiscal year. The City will establish the procedure for taking earned compensatory time off. Seniority and non-discrimination shall apply as described in Articles III and XIII in the procedure for employees using compensatory time off.

The City and the Union agree to the following fiscal year compensatory cash payment rules. The intent is that earned compensatory time is paid out at the rate of pay in which it was earned.

- All compensatory balances in excess of 60 hours will be paid in full as a cash payment in the final pay period in the fiscal year. These hours will be available to use as time off going into the new fiscal year. Officer's wishing to cash out their full comp balances may request in writing to receive a full cash payment. The request must be received by HR/payroll one week prior to the payroll end date in which the fiscal year payout occurs.
- Compensatory time may be paid in cash per the employees request at any time during a fiscal year. Employee is required to submit a request for cash payment to HR one week prior to the payroll end date.

SECTION 6 Management will govern the granting of compensatory time off regardless of time period prior to request for said time off. Employees will not be required to find a replacement for his/her shift when the employee desires normal compensatory time off, provided, each employee notifies his/her supervisor at least one (1) week in advance for one (1) day off or at least two (2) weeks in advance for two (2) or more days off.

However, employees may be requested to locate a replacement for their position, should request for compensatory time off be made beyond the accepted limits for compensatory time, volunteering for special training. (e.g. pistol matches), special seminars or other functions which each employee has the option to attend or not attend.

ARTICLE XVII HOLIDAYS

SECTION 1 The following and, in addition, any other days that may be designated by the City are paid holidays for employees:

1. New Year's Day – January 1
2. Martin Luther King, Jr. Day – 3rd Monday in January
3. President's Day 3rd Monday in February
4. Memorial Day – last Monday of May
5. Independence Day - July 4th
6. Labor Day – 1st Monday of September
7. Veteran's Day – November 11th
8. Thanksgiving Day – 4th Thursday of November
9. Day after Thanksgiving – 4th Friday of November
10. Christmas Day – December 25th

SECTION 2 All employees will be paid (8) eight hours of holiday pay. Employees who work on any holiday shall be paid at a calculated rate to total 2 ½ times their regular rate of pay for the actual hours worked on a holiday. In lieu of pay for the hours worked on a holiday, employees may elect to put holiday bonus hours to compensatory time. The regular (8) hours of holiday pay is not allowed to be banked to compensatory time.

SECTION 3 Personal Leave Day: Each employee is entitled to one (8) eight-hour personal leave day per contract year, which shall be used in accordance with the procedures provided for use of accumulated time-off. Such personal leave day shall not be cumulative from year to year and there will be no compensation for an unused personal leave day.

ARTICLE XVIII LEAVE PROVISIONS

SECTION 1 Accrual of sick leave: Sick leave will accumulate at the rate of eight (8) hours of sick leave for each calendar month of service. Sick leave may be accumulated up to nine hundred sixty (960) hours.

SECTION 2 Sick leave with pay must be earned, however, sick leave may be advanced if approved by the City Manager. Employees may utilize their allowance of sick leave when unable to perform their work duties by reason of personal illness, job related fatigue, bodily injury, pregnancy, disease or exposure to contagious diseases under circumstances in which the health of other employees or the public would be endangered by attendance on duty. Sick leave with pay may also be taken to keep medical or dental appointments. It may also be granted for illness in the immediate family that requires the employee's personal care and attendance, in conjunction and accordance with the Family Medical Leave Act.

SECTION 3 The Police Chief or authorized representative may investigate any sick leave taken by each employee. False or fraudulent use of sick leave shall be cause for disciplinary action and may result in dismissal.

SECTION 4 If any employee is absent for reasons that entitle him/her to use sick leave, each employee or a member of his/her household shall notify the supervisor on duty at least thirty (30) minutes prior to scheduled reporting time. If any employee fails to notify the supervisor, when it was reasonably possible to do so, no sick leave shall be approved. Immediately upon return to work, each employee shall submit a leave form to the supervisor.

SECTION 5 Bereavement Leave not to exceed three (3) days may be granted for the death of a member of employee's immediate family as defined in the Employee Personnel Manual. The City Manager may allow the use of sick leave in addition to the bereavement leave if circumstances of the travel distance from Scottsbluff warrants such increase.

SECTION 6 Job related injuries: Workers' compensation reports must be filed and signed within 48-hours after the accident has taken place, and sent directly to the city clerk. This is the responsibility of the employee, unless otherwise incapacitated, in which case the responsibility would fall on the direct supervisor.

An employee who is unable to work as a result of a job-related injury or disease for which workers' compensation benefits are payable; that portion of the employee's regular salary which is not paid by the workers' compensation insurance carrier will be paid by the City.

SECTION 7 Separation of employment: Upon separation of employment (other than dismissal for cause or resignation in lieu of dismissal for cause) after fifteen (15) years of consecutive years or more of service, each employee will be compensated for fifty (50) percent of accumulated sick leave.

ARTICLE XIX VACATION LEAVE

SECTION 1 Employees covered by this contract shall earn an annual amount of vacation as defined by the service years below:

- Zero (0) to five (5) years of service:
full-time employees: 80 hours of vacation leave;
- Six (6) to ten (10) years of service:
full-time employees: 112 hours of vacation leave;
- Eleven (11) to fifteen (15) years of service:
full-time employees 136 hours of vacation leave;
- Sixteen (16) or more years of service:
full-time employees: 160 hours of vacation leave.

SECTION 2 All vacation earned prior to the current pay period will be available for use up to the maximum allowed. The maximum amount of accumulated vacation will not exceed five (5) work weeks or 200 hours until the employee has achieved fifteen (15) years of service at which time the maximum increases to six (6) work weeks or 240 hours. *Maximum limits for employees covered by this contract will be enforced effective September 1, 1997.

SECTION 3 Vacation split: Vacation leave is given so that employees can relax from everyday work routine to return refreshed to their work and not suffer any loss of pay. Employees are encouraged to take vacation periods of at least one (1) work week subject to schedule approval by the Police Chief, to facilitate planning and scheduling of vacation leave; provided, an employee may take eight (8) hours, more or less, of vacation leave with the approval of the Police Chief.

SECTION 4 REQUEST FOR VACATION LEAVE: In order to be granted vacation leave, each employee must apply for same according to established Department procedures. The employee must submit a request to the Police Chief two weeks in advance. All vacation leave taken must be shown on all payroll reporting and approved by the Police Chief, or delegated authority and The Human Resource Director.

The Police Chief can, for good cause, waive the notice of; at least two (2) weeks prior to the request for leave, relative to the request for use of eight (8) hours, more or less vacation leave.

ARTICLE XX

UNIFORMS AND EQUIPMENT

SECTION 1 All employees required to wear uniforms will have uniforms furnished by the City in sufficient supply so that each employee may at all times present a clean and neat appearance. Such uniforms shall not include socks or shoes which will be provided by the individuals. The City will provide a plan whereby overshoes will be furnished to each employee. These uniforms are City property and shall not be converted to personal use.

SECTION 2 The City shall provide a uniform allowance of \$58.25 per month, to be paid to non-uniformed employees for the purpose of supplying civilian attire. The allowance will be paid to the non-uniformed officer on a calendar basis in December of each year, subject to a written agreement between the City and the employee being made to provide for a prorated refund to the City in the event that employee should terminate for any reason during the year in which the uniform allowance has been paid.

SECTION 3 The City shall provide such police equipment as shall be required by the Department.

SECTION 4 Regular replacement article shall be provided as necessary for reasonable wear or damage or loss of uniforms and equipment occurring while in the performance of duties. Old gear must be returned.

SECTION 5 Repairs shall be provided by the City if the damage occurred in the line of duty. Alterations due to weight change are the responsibility of each employee.

SECTION 6 The Police Chief may authorize repair or reimbursement for clothing of non-uniformed employees or of shoes of any employee when such clothing or shoes have been damaged while in the performance of duties. In addition, the Police Chief may authorize reimbursement for repairs or replacement of personal gear damaged while in the performance of duties, such as glasses, frames, lenses, watches, watch bands, flashlights, binoculars, which the officer customarily wears or uses either out of necessity or by choice while on duty.

SECTION 7 The City will provide one pair of leather gloves per officer. The gloves will be provided to assure proper safety and appearance standard are maintained. At least two Union members will meet with the Police Chief and jointly it will be determined the type of gloves to be purchased.

ARTICLE XXI WAGES

All members of the bargaining unit as defined in Article II hereof, shall be paid according to the following pay schedule effective October 1, 2022 through September 30, 2023:

HOURLY PAY SCHEDULE

Class Title (6mo-1 year)

	1	2	3	4	5	6	7	8
Officer	\$23.60	\$24.78	\$26.02	\$27.32	\$28.69	\$30.12	\$31.62	\$33.21
Corporal	\$25.08	\$26.34	\$27.66	\$29.04	\$30.49	\$32.01	\$33.61	\$35.29
Sergeant	\$27.67	\$29.05	\$30.50	\$32.02	\$33.63	\$35.31	\$37.07	\$38.92

Effective October 1, 2023 and lasting through September 30, 2024, all members of the bargaining unit as defined in Article II hereof shall receive a minimum three percent (3%) cost of living adjustment to each step on the foregoing pay schedule. Wages for the years October 1, 2023 through September 30, 2024 may be a subject of negotiation pursuant to Article XXXI but reopened wage negotiations shall not result in wages that are less than the amounts set forth in this Article.

Non-Regular Employment: Time and one-half

At the end of probation, which is not less than six (6) months nor more than one (1) year after certification by the Nebraska Law Enforcement Training Center for police officers as provided by the Rules of the City's Civil Service Commission, and provided the probationary employee has demonstrated the capacity of fully performing the duties of the position fully satisfactorily as determined by the City Manager, each employee will be eligible for consideration of a raise to the next higher step of the position pay scale.

Thereafter, the step increment date for each employee will normally be the anniversary of the last increase, providing each employee's previous service has been satisfactory in every respect as determined by the City Manager. Certain circumstances such as a disciplinary action, extension of probation, extended absence from duty such as active military duty or leave without pay, or a promotion, may result in an employee taking longer than five years to go from Step 2 to Step 8.

Field Training Officers:

Field Training Officers shall receive an additional 3% of regular rate of pay, when they are actively training a new officer.

Shift Supervisor:

Officers acting as shift commander shall receive an additional 5% of regular rate of pay while serving as a shift supervisor.

On Call Pay-Investigators:

The On Call Investigator will receive 4 hours of straight pay for the week they are assigned On Call.

ARTICLE XXII

HEALTH INSURANCE

HEALTH AND DENTAL INSURANCE

The City will provide health and dental insurance to members. Participation shall be subject to policies and procedures as established in the City Personnel Manual and/or Administrative Regulations, provided that the dollar amount of premiums employees governed by this Contract shall be frozen and, notwithstanding any other provisions of this Contract, the City Personnel Manual, and/or Administrative Regulations, the dollar amount of employees' premiums shall not increase above the rates in effect on June 1, 2022 during Contract year October 1, 2022 through September 30, 2023. Members are provided with information to assist in making plan and benefit selection. Union representatives will be invited (as non-voting members) to the Health Insurance Management Committee meeting to review plan year and be advised of recommendations made by the Health Insurance Committee which affect health/dental plans &/or premiums. The purpose of a union representative attending this meetings is to get immediate information about any changes to the plan. It is the responsibility of the Union President to notify the City within 7 days after the Health Insurance Committee meeting if the Union desires to re-open the contract to negotiate health insurance &/or dental insurance, as allowed by Article XXXI of the contract.

Article XXXI of the SPOA's contract with the City of Scottsbluff states that during the term of the contract, negotiations may be re-opened for cost of living increases, salary comparisons/increases, and health and dental premiums. Such a reopening may only be applied during Contract year October 1, 2023 through September 30, 2024.

ARTICLE XXIII LIFE INSURANCE

The City shall provide a \$45,000 term life insurance policy for each employee.

The City will provide a plan for optional purchase of additional life insurance coverage, the premium to be paid by each employee.

ARTICLE XXIV DISABILITY INSURANCE

The City shall provide long-term disability insurance for each employee.

ARTICLE XXV NON-REGULAR AND OFF-DUTY EMPLOYMENT

SECTION 1 Off-duty employment is employment by an employer other than the City of Scottsbluff or self-employment. Such employment is permitted to the extent provided in the City's "Personnel Rules and Regulations" and the Police Department's "Policies and Procedures."

SECTION 2 Non-regular employment is:

1. Law enforcement work performed as an employee of the City at times other than during regular working hours and other than court time and overtime for departmental purposes, and
2. For which work the City is reimbursed by some other agency or individual.

Such employment will usually consist of providing security services, traffic and crowd control, etc. for non-city sponsored events such as athletic events, recreational events, special programs or shows or other special events which may create a crowd control or security risk situation.

SECTION 3 Non-regular employment will be arranged through the department according to procedures established by the Police Chief.

SECTION 4 Employees working on a non-regular employment assignment will be paid as provided in Article XXI.

**ARTICLE XXVI
RESIDENCE**

All employees shall reside not to exceed fifteen (15) miles from the City limits but, regardless, not to exceed thirty (30) minutes response time to the Police Department from the time of notification by the department as determined by the Police Chief.

ARTICLE XXVII PHYSICAL FITNESS PROGRAM

Any officer who wishes to participate in the physical fitness program and meets qualification of the program would be eligible to receive a city paid fitness benefit, if they enroll each year.

ENROLLMENT:

Police Officers will be able to sign up for the physical fitness program once a year, during the City's open enrollment period, usually in December. Membership would be for the next calendar year. New Officers hired after January 1 can enroll anytime during the calendar year. If the Officer chooses not to enroll in their first calendar year of employment, he/she shall wait until the next open enrollment to join.

- **YMCA** enrollment is processed through the office of Human Resources. Do not enroll at the YMCA facility. After Union President has signed enrollment form, forward form to HR.
- **OTHER FACILITY OPTION:** The City agrees to recognize other facilities as options in the police physical fitness program, however all facilities must be approved by the Union and City. It is the responsibility of the Officer to enroll into an approved facility. Officer is required to provide Union President with documentation showing proof of enrollment, payment and fees associated with the facility. Documentation of enrollment and membership fees must be attached to enrollment form. The Union President's signature will be required on all new enrollment forms verifying approval of facility. Officer's eligible for a City paid fitness benefit will be limited to receiving a benefit amount not to exceed the YMCA police single membership rate.

ATTENDANCE REQUIREMENTS:

Any officer participating in this program must provide documentation of a membership at an approved facility and proof that he/she has utilized the facility at least 50 times within the calendar year. An officer must spend at least 30 minutes engaging in some form of exercise for it to be considered a workout that applies towards meeting the attendance requirement.

The Officer will pay his/her monthly membership fee until such time as he/she has met the 50 times. Upon receiving documentation that the Officer met the attendance requirement of 50 times, the City will reimburse the fees already paid by the officer and the CITY will begin paying the monthly benefit/membership, not to exceed the YMCA single rate. Reimbursement of membership fees will only be allowed once and are determined by the original date of an enrollment into the fitness program. An Officer receiving a monthly City paid fitness benefit who does not meet the required 50 times during the calendar year, will be responsible for the fitness membership for the following calendar year. Once the Officer meets the attendance requirement after completing the year in which he/she is responsible for the City will once again begin paying the Officer's monthly fitness benefit. However, the Officer is not eligible for additional reimbursement.

Attendance Reports:

- *YMCA: Monthly attendance reports are provided to the City by the YMCA.*
- *OTHER FACILITY: It will be the responsibility of the Officer to provide the Union President with valid and accurate attendance reports. If reporting is found to be untimely or not accurate the employee will not be eligible for the City paid benefit. The Union Presidents signature will be confirmation that the Union Member has meet the requirements*

of attendance at an approved facility. Attendance documents must be presented to Human Resources by the 20th of the month in order for a City paid benefit to be processed for the first pay period of the following month. Officer will not be eligible for back payments if information isn't presented to Human Resources timely.

MEMBERSHIP FEES:

- **YMCA:** The City will process membership's through payroll deduction. Employee's eligible for a City-paid benefit will receive their benefit as a taxable payroll transaction. The City will pay all memberships directly to the YMCA.
- **OTHER FACILITY:** It will be the Officer's responsibility to pay his/her membership directly to the fitness facility. The City will not be involved in the transfer of funds to "other facilities". Once the Officer has met the attendance requirement and documentation has been provided to Human Resources the City will process the Officer's benefit allowance through the payroll system, as a taxable payroll transaction.

CANCEL MEMBERSHIP:

- **YMCA: *DO NOT GO TO THE YMCA TO CANCEL MEMBERSHIP.** Cancellation must be done through the Human Resources Office. A form is required from HR and can be obtained upon request.
- **OTHER FACILITY:** It is the responsibility of the Officer to cancel his/her membership. It is also the responsibility of the Officer to notify the Union President and Human Resources immediately if a membership has been canceled. Failure to provide cancellation notice to City may result in the Officers denial of future participation in the program and the Officer will be financially responsible to reimburse the City for any benefits that were paid to the employee after the date in which the membership ended.

Officers wishing to change fitness facilities must wait until open enrollment, or the change will be considered a cancellation in fitness program during the current calendar year. The Officer will not be eligible for a City paid benefit until he/she has once again met the requirements of the program at a new facility.

HEALTH FAIR:

All Union members enrolled in the Physical Fitness Program shall participate in the City's annual Health Fair. The Health Fair may include a blood draw to test sugars and cholesterol, blood pressure, etc. The CITY agrees to pay for the testing if the member met the attendance requirement in the prior calendar year has a fitness membership at the time of the Health Fair. The CITY will pay for the testing for Officers who were hired and joined within the current calendar year but who have not yet met the attendance requirement.

Officers shall not be required to attend the CITY'S Health Fair if on that day they are sick, on scheduled vacation, on an active call, or have a reasonable excuse for not attending. However, in lieu of attending the CITY'S Health Fair, the Officer shall provide the CITY with verification that a similar screening from a qualified medical provider was conducted within the calendar year. Officer's covered under the CITY'S health insurance plan have a wellness benefit that may cover the screening. No other CITY funds will be provided to pay for the individual screening.

ADDITIONAL INFORMATION

Non-participation in the fitness program will not allow the individual to be compensated monetarily or by any other means.

Falsely reporting membership or attendance records will result in disciplinary action. An Officer found at fault will be responsible for reimbursing fees to the City and will no longer be eligible for the City paid fitness benefit.

Family Membership:

YMCA family memberships are allowed, however the employee is responsible for the difference between the single and family membership fees. Member's interested in obtaining a family membership and currently have a single membership can contact Human Resources to change their membership to family, or the change may be made during the City's open enrollment period.

NEW RECRUITS:

An entrance fitness test based on the Cooper Standards will be administered to all applicants participating the Civil Service Commission exam process. Applicants must pass this fitness test to be eligible for employment.

The SPOA agrees that they will assist the City in conducting this testing process.

**ARTICLE XXVIII
VOLUNTARY DEFERRED COMPENSATION PLAN**

The City shall establish a deferred compensation plan, see IRS § 457 and Neb. Rev. Stat. § 48-1401. Participation in and contributions to the deferred compensation plan are purely voluntary, and the City will not match employee contributions to the plan.

**ARTICLE XXIX STRIKES
AND LOCK-OUTS**

Neither the Union nor any officers, agents or employees will instigate, promote, sponsor, engage in or condone any strike, slowdown, concerted stoppage of work, or any other intentional interruption of operations of the Department by employees of the Department.

**ARTICLE XXX
SAVING CLAUSE**

If any provision of this Contract is subsequent declared by the proper legislative or judicial authority to be unlawful or unenforceable or not in accordance with applicable statutes or ordinances, all other provisions of this Contract shall remain in full force and effect for the duration of this Contract.

**ARTICLE XXXI
CONTRACT LANGUAGE RE-OPENER**

During the term of the contract, contract language may be modified if recommended by the Union and mutually agreed to by the City. Additionally, during Contract year October 1, 2023 through September 30, 2024, the contract may be re-opened for the purpose of negotiating cost of living increases, salary comparisons/increases, and/or health and dental premiums and plan changes. . This provision is not to be construed as a broad license to re-negotiate the contract in its entirety prior to the expiration of the contract.

**ARTICLE XXXII
TERMINATION OF AGREEMENT**

This Agreement shall be effective as of the 1st day of October, 2022 and shall remain in full force and in effect until the 30th day of September, 2024. It shall automatically renew from year to year thereafter unless either party shall notify the other in writing no later than 180 days prior to expiration that one party wishes to terminate or modify the Agreement. Response time from receipt of such notice to modify shall be no later than April 15. In which event, the Agreement shall terminate on its expiration date. However, by agreement of the parties, the terms and conditions of the Agreement may be continued following expiration. In the event of a request for termination or modification, all of the terms and conditions of the Agreement are subject to negotiation and re-negotiation and new topics and subject matter may be brought up during the negotiations by either party.

IN WITNESS WHEREOF, the parties hereto have set their hands this ____ day
of _____, 2022.

**THIS CONTRACT CONTAINS AN ARBITRATION PROVISION WHICH MAY BE
ENFORCED BY THE PARTIES**

SCOTTSBLUFF POLICE OFFICERS
ASSOCIATION, INC.

By _____
President

CITY OF SCOTTSBLUFF

By _____
Mayor

ATTEST:

City Clerk of the City of Scottsbluff

EXHIBIT "A"

AUTHORIZATION FOR PAYROLL DEDUCTION

By: _____
(Please print last name, first name, middle initial)

Classification: _____ SSN: _____

TO THE CITY OF SCOTTSBLUFF:

Effective the _____ day of _____, 20____, I hereby request and authorize you to deduct from my earnings on each pay period of each month, a sufficient amount to provide for the regular payment of the current rate of monthly UNION dues as certified by the UNION. The amount deducted shall be paid to the Treasurer of the Scottsbluff Police Officers Association, Inc. This authorization shall remain effective unless terminated by me by written notice to the CITY.

Signature: _____

Address: _____

Date: _____ City: _____ State: _____

Union Representative

City of Scottsbluff, Nebraska

Monday, August 15, 2022

Regular Meeting

Item Reports3

Council to discuss and consider action on amended Fire Contract Article VIII Wages, and authorize the Mayor to sign the Amendment.

Staff Contact: Liz Loutzenhiser & Kevin Spencer Interim CM

**ATTACHMENT
ARTICLE VIII - WAGES**

**WITH SCOTTSBLUFF FIREFIGHTERS LOCAL #1454
FOR THE FISCAL YEAR 2022-2023**

The parties to this Contract —the City of Scottsbluff, Nebraska, a municipal corporation, and Scottsbluff Firefighters Local #1454—hereby agree as follows:

1. Wages

Wages become effective September 26, 2022

	1	2	3	4	5	6	7	8
Firefighter	\$15.78	\$16.57	\$17.40	\$18.26	\$19.18	\$20.14	\$21.15	\$22.21
Fire Lieutenant	\$18.32	\$19.24	\$20.20	\$21.21	\$22.27	\$23.39	\$24.56	\$25.78
Fire Captain	\$20.85	\$21.89	\$22.98	\$24.13	\$25.34	\$26.60	\$27.93	\$29.33

IN WITNESS THEREOF, the parties hereto have set their hands this _____ day of _____, 2022.

CITY OF SCOTTSBLUFF, NEBRASKA

SCOTTSBLUFF FIREFIGHTERS LOCAL #1454

Mayor



President

City of Scottsbluff, Nebraska

Monday, August 15, 2022

Regular Meeting

Item Reports4

Council to discuss and consider action on amended IBEW Contract Schedule A Wages, and authorize the Mayor to sign the Amendment.

Staff Contact: Liz Loutzenhiser & Kevin Spencer Interim CM

AMENDMENT SCHEDULE A

**Effective 9-26-2022 – Fiscal Year 2022-2023 – 3% COLA*

Pay Schedule - IBEW Eligible Employees Only Hourly Rates (Based on 40 hour work week)

<u>Grade</u>	<u>A</u>	<u>B</u>	<u>C</u>	<u>D</u>	<u>E</u>	<u>L1</u>	<u>L2</u>	<u>L3</u>
1	16.15	16.95	17.81	18.69	19.63	20.61	21.64	22.72
2	16.95	17.81	18.69	19.63	20.61	21.64	22.72	23.87
3	17.81	18.69	19.63	20.61	21.64	22.72	23.87	25.05
4	18.69	19.63	20.61	21.64	22.72	23.87	25.05	26.31
5	19.63	20.61	21.64	22.72	23.87	25.05	26.31	27.62
6	20.61	21.64	22.72	23.87	25.05	26.31	27.62	29.00
7	21.64	22.72	23.87	25.05	26.31	27.62	29.00	30.46
8	22.72	23.87	25.05	26.31	27.62	29.00	30.46	31.98
9	23.87	25.05	26.31	27.62	29.00	30.46	31.98	33.58
10	25.05	26.31	27.62	29.00	30.46	31.98	33.58	35.26

HOURLY POSITIONS - IBEW EMPLOYEES ONLY

<u>Grade</u>	<u>Class Titles</u>	<u>Grade</u>	<u>Class Titles</u>
3	Maintenance Worker – Compost Facility	5	Water System Operator I
3	Motor Equipment Operator	6	Compost Facility Operator II
3	Wastewater Plant - Maintenance Worker	7	Wastewater Plant Operator II
4	Environmental Services Solid Waste Opr	7	Mechanic-Environmental Services
4	Heavy Equipment Operator	7	Mechanic-Transportation
4	Water System Maintenance Worker	7	Water System Operator II
5	Traffic Control Tech	7	Construction Locator Specialist
5	Wastewater Plant Operator I	9	Stormwater Specialist

IN WITNESS THEREOF, the parties hereto have set their hands this ____ day of _____, 2022.

CITY OF SCOTTSBLUFF, NEBRASKA

LOCAL UNION #1597 OF THE INTERNATIONAL
BROTHERHOOD OF ELECTRICAL WORKERS

Mayor

Union President